

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, April 21, 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** – Proclaiming April 25, 2025 as “Arbor Day”
4. **PROCLAMATION** – Proclaiming April 21-25, 2025 as “Young Professionals Week”
5. **CONSENT AGENDA**
  - 5.a. Approve agenda as submitted.
  - 5.b. Receive and place on file all notices pertaining to this meeting.
  - 5.c. Receive and place on file all materials having any bearing on this meeting.
  - 5.d. Approval of minutes of regular meeting on April 7, 2025, as on file in the City Clerk’s Office.
  - 5.e. Approval of minutes of special meeting on April 14, 2025, as on file in the City Clerk’s Office.
  - 5.f. Approval of Treasurer's Report of Claims in the amount of \$644,918.35.
  - 5.g. Approval of BASWA Report of Claims in the amount of \$1,385,860.33.
  - 5.h. Approval of Pay Request #3 in the amount of \$1,107,455.31, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
  - 5.i. Award of bid for the Froberry Park Playground Improvements - 2025 to Play-Pro Recreation, LLC, in the amount of \$167,162.00.
  - 5.j. Approval of the funding request from the Beatrice Pickleball Association in the amount of \$10,000.00 for improvements to the viewing area around the pickleball courts in Chautauqua Park, as recommended by the Beatrice Plus Advisory Board.
  - 5.k. Approval of the funding request from the Friends of the Beatrice Cemetery Association in the amount of \$3,500.00 for the purchase of new trash receptacles and concrete pads at Evergreen Home Cemetery and the Beatrice Cemetery, as recommended by the Beatrice Plus Advisory Board.
  - 5.l. Approval of the funding request from the Carnegie Center, Inc., in the amount of \$2,000.00 for the renovation and restoration of the wood and marble flooring in the Carnegie Building, as recommended by the Beatrice Plus Advisory Board.
  - 5.m. Resolution Number 7539 executing Change Order No. 1 increase in the amount of \$24,730.99 to Vogts Parga Construction, Inc., for the Beatrice Municipal Airport Reconstruct Taxiway ‘C’ and Apron Project, to add the construction of stormwater infrastructure.

- 5.n. Resolution Number 7540 entering into a Ground Lease with Johnny D. Saathoff, for the purpose of leasing ground located at the Beatrice Municipal Airport.
- 5.o. Resolution Number 7541 entering into a Quonset Lease with Johnny D. Saathoff, for the purpose of leasing Quonset No. 1, located at the Beatrice Municipal Airport.
- 5.p. Resolution Number 7542 entering into a Quonset Lease with Johnny D. Saathoff, for the purpose of leasing Quonset No. 5, located at the Beatrice Municipal Airport.
6. **PUBLIC HEARINGS/BIDS**
  - 6.a. Public Hearing for the purpose of receiving the semi-annual report of the Citizen's Advisory Review Committee as provided by the Local Option Municipal Economic Development Act R.R.S., 1943.
  - 6.b. Public Hearing for the purpose of considering the application of Marci L. Walson-Darling, dba Kabo, 115 South 5th Street, Beatrice, Nebraska, has submitted a new application for a Class C liquor license.
7. **RESOLUTIONS**
  - 7.a. Resolution Number 7543 appointing Jay Murphy as Chief of Police.
  - 7.b. Resolution Number 7544 executing the Declaration of Trust and Interlocal Agreement and any and all other documents necessary between the City and Nebraska Public Agency Investment Trust (NPAIT) to adopt and enter into the Declaration of Trust and become a participant of Nebraska Public Agency Investment Trust (NPAIT) for the purpose of the joint investment of the City's money with those other public agencies so as to enhance the investment earnings accruing to each such public agency.
  - 7.c. Resolution Number 7545 executing a Loan Agreement, Promissory Note, Deed of Trust, and any and all documents necessary to issue said loan between the City and The Paddock, LLC, for an economic development loan totaling One Million Five Hundred Thousand Dollars (\$1,500,000.00) from funds derived from LB 840 funds, as recommended by the Citizens Advisory Review Committee (CARC).
8. **ORDINANCES** - None
9. **PUBLIC FORUM**
10. **DISCUSSIONS/REPORTS**
  - 10.a. Main Street Quarterly Report.
  - 10.b. NGage Quarterly Report.
  - 10.c. City Administrator's Monthly Report.
11. **MISCELLANEOUS**
  - 11.a. The next regular City Council meeting is May 5, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



# PROCLAMATION

- WHEREAS,** in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world; and
- WHEREAS,** trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and
- WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim April 25, 2025, as

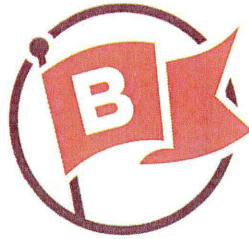
## ARBOR DAY

in the City of Beatrice and encourage all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and promote the well-being of this and future generations.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 21<sup>st</sup> day of April, 2025.

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



# PROCLAMATION

**WHEREAS,** young professionals are vital to the economic, cultural, and social fabric of Beatrice; and

**WHEREAS,** their leadership, innovation, and community engagement drive progress and growth.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim April 21-25, 2025, as

## YOUNG PROFESSIONALS WEEK

in the City of Beatrice and encourage all residents to recognize and support their contributions.



WITNESS MY HAND AND THE OFFICIAL SEAL of  
the City of Beatrice, this 21<sup>st</sup> day of April, 2025.

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



CITY OF BEATRICE, NEBRASKA  
MINUTES OF THE REGULAR CITY COUNCIL MEETING

APRIL 7, 2025

6:00 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 7<sup>th</sup> day of April, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on April 2, 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 April 2025 as “Autism Acceptance Month”**

Mayor Morgan presented the proclamation for “Autism Acceptance Month” to Councilmember Fairbanks. Councilmember Fairbanks' grandson is on the spectrum and Councilmember Fairbanks stated there is more testing and awareness about autism now than in past, and encouraged everyone to be kind, be aware, and accept all who are on the spectrum.

**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 17, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$299,496.90.
- f. Approval of BASWA Report of Claims in the amount of \$25,843.33.
- 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.

- 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.
- i. Resolution Number 7526 executing the Agreement between the City and Kidwell to install data cables at the Beatrice Public Library.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Councilmember Hydo asked Tobias J. Tempelmeyer, City Administrator/General Manager, to explain item n. Tempelmeyer stated this agreement is for a contract with Vogts Parga Construction, Inc. (Vogts Parga) for the new hanger project at the Beatrice Municipal Airport. The engineer’s estimate was just over \$3 million. Tempelmeyer noted there were four (4) bids received, and the low bid was from Lottman Carpenter Construction, Inc., however, they failed to meet the minimum Disadvantaged Business Enterprise (DBE) contract goal as it is a federal grant, therefore, they were deemed non-responsive. The next low bid received was from Vogts Parga at \$2.24 million. Vogts Parga was also awarded the contract with the Airport to complete the Taxiway C and Apron project, which is anticipated to being in a few weeks. Tempelmeyer noted after engineering costs are added to the project, the total project is approximately \$2.75 million. Senator Fisher awarded the City a congressional appropriation of approximately \$2.85 million, making the City’s share approximately \$100,000.

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.

**PUBLIC HEARINGS/BIDS**

**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**

Mayor Morgan announced that a public hearing will now be held 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.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City transferred the entire Stoddard Elementary building and several lots to Hoppe & Son for their senior housing redevelopment. The City had previously discussed adding a playground back at this location. One (1) of the requirements of the Rural Community Recovery Program (RCRP) grant is that the City must own the property, which is the reason for this real estate transaction.

Jane Nider, 398 South 25<sup>th</sup> Street, appeared before the Council stating she did not realize Stoddard was going to be redeveloped for senior housing and asked for further information. Tempelmeyer noted the development will be for senior housing, which is either fifty (50) or fifty-five (55) or older, similar to the housing development located at the old hospital site near 10<sup>th</sup> and Arthur Street. Nider inquired if it is rent restricted as well and Tempelmeyer stated there may be some rent restrictions as well, however, he was unsure of the amount. Nider inquired if the housing at the Lincoln Elementary School site was going to be the same and Tempelmeyer stated it was not. Tempelmeyer noted Hoppe plans to redevelop Stoddard School into approximately twenty-five (25) apartments which will all exit to the exterior of the building and there will be a parking lot on the south side of the existing building. Councilmember Doyle noted the Lincoln School site will be single family homes.

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

Moved by McLain, seconded by Ruh, that the public hearing be closed at 6:15 p.m.

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

MOTION CARRIED.

## RESOLUTIONS

**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**

Mayor Morgan introduced 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.

Moved by McLain, seconded by Ruh, that Resolution Number 7533 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this contract is for the purchase of two (2) lots where the prior playground was for Studdard Elementary from Hoppe & Son where the City will be constructing a new playground at this site.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7533 – Passed and Adopted** – 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

Incorporated into the Minute Record by Reference

**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**

Mayor Morgan introduced 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.

Moved by McLain, seconded by Ruh, that Resolution Number 7534 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council there is a potential housing development project south of 19<sup>th</sup> Street near the YMCA and Good Samaritan Center, and the redeveloper would like to utilize TIF for this project. In order to utilize TIF, the area must be designated as a blight and substandard area. This agreement will hire Hanna:Keelan to complete a blight and substandard study for a total cost of \$9,500. Once the study is complete, it will come back to this body for review and approval. This would be Redevelopment Area #13.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7534 – Passed and Adopted** – executing an agreement with Hanna:Keelan Associates, P.C., for professional services to conduct a blight/substandard determination study and general redevelopment plan

Incorporated into the Minute Record by Reference

**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**

Mayor Morgan introduced 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.

Moved by McLain, seconded by Barnard, that Resolution Number 7535 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council Eric and Pamela Hudson were the recipients of one of the Owner-Occupied Rehabilitation (OOR) grants, which were established as forgivable loans in order to ensure the improvements are kept for five (5) years. The Hudson's recently refinanced and their bank has asked the City to subordinate our loan to theirs, which we have done in the past.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7535 – Passed and Adopted** – 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  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7536 adopting the Concerted Community Revitalization Plan**

Mayor Morgan introduced Resolution Number 7536 adopting the Concerted Community Revitalization Plan.

Moved by McLain, seconded by Ruh, that Resolution Number 7536 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City is working with Excel Development on a housing development. Part of the grant funding Excel is obtaining is competitive and they will score additional points if the community has a concerted community revitalization plan in place. The plan sets out some goals, implementation methods, potential funding sources, and partnerships for housing within the City. The plan includes information on the City's qualified census tracts (QCT), defines both affordable and workforce housing, and investment tools such as TIF, LB840, NIFA funds, and rural workforce housing. The plan does not require the City to do anything, however, it does layout various ideas the City could try.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7536 – Passed and Adopted** – adopting the Concerted Community Revitalization Plan  
*Incorporated into the Minute Record by Reference*

**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 Barnard, that said ordinance be given number 25-11, 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 25-11 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-11 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this bond ordinance was previously approved, however, it was during the February 18, 2025 meeting, when the notice of meeting was not published due to a cybersecurity issue with the Beatrice Daily Sun, therefore, bond counsel has asked that the Council approve the issuance again.

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

MOTION CARRIED.

**ORDINANCE NUMBER 25-11** – 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.*

**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**

Mayor Morgan introduced an 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.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-12, 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, McLain, Ruh  
Nay: Hydo

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-12 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-12 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this is to sell Hoppe & Son, LLC, the property south of Stoddard School, from Ames Street south. Hoppe is applying for grant funding for a housing development of approximately four (4) to five (5) houses. The sale is contingent upon them receiving grant funding. Tempelmeyer noted Hoppe should know by September if they will receive the funding. Councilmember Fairbanks inquired what the construction timeline will be and Tempelmeyer stated he would anticipate construction would begin in Spring 2026.

Councilmember Hydo inquired what type of housing this development will be. Tempelmeyer noted this will be for affordable housing. Tempelmeyer explained affordable housing is defined as thirty percent (30%) to eighty percent (80%) of an area median income, which in Gage County for a single person would be between \$18,500 to \$49,200. Tempelmeyer noted the dollar amount varies depending upon the number of people living within the home. Tempelmeyer also explained state statute determines the process for selling property and purchasing property. Councilmember Hydo stated she continues to be frustrated that the Council suspends the rules so often and she would like to have seen this be presented

at three (3) separate meetings to allow people in the community more time contact their councilmember or attend the meeting to discuss.

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

MOTION CARRIED.

**ORDINANCE NUMBER 25-12** – Passed and Approved – 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

*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 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**

Mayor Morgan introduced an 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.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-13, 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 25-13 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-13 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council in the 1880s for an unknown reason, the City vacated the south three feet eight inches (3'8") of the alley between 5<sup>th</sup> and 6<sup>th</sup> Street, from Court to Ella Street for the entire length. During the title search conducted for Hoppe & Son, LLC, they found this. Tempelmeyer noted the City cannot find that this vacated portion was ever deeded to anyone, making the City the owner. Hoppe would like to purchase this portion of property, and the City will retain a utility easement.

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

MOTION CARRIED.

**ORDINANCE NUMBER 25-13** – Passed and Approved – 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

*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.*

## RESOLUTIONS

**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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Barnard, that Resolution Number 7537 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this resolution authorizes the mayor to sign the contract to sell this real estate to Hoppe & Son contingent upon their grant funding.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7537 – Passed and Adopted** – 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

Incorporated into the Minute Record by Reference

**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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Ruh, that Resolution Number 7538 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this resolution authorizes the mayor to sign the Contract to sell the south three (3) feet, eight (8) inches of the vacated alley by the Kensington to Hoppe & Son, LLC.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7538 – Passed and Adopted** – 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

Incorporated into the Minute Record by Reference

## PUBLIC FORUM

Jane Nider, 398 South 25<sup>th</sup> Street, appeared before the Council inquiring about the Crest Villa development near 25<sup>th</sup> & Scott Street, when the no parking signs will be installed along Scott Street, if the black plastic that was put up along the construction fence will be replaced. Nider also inquired if the housing will be senior housing, market rate, affordable housing, or work force housing. Nider inquired if the street will be 25<sup>th</sup> Street or 26<sup>th</sup> Street. Nider noted the City maintains 25<sup>th</sup> Street after Quail Ridge Circle and stated she would like to see the City assist the HOA by taking over the streets in Flowing Springs.

## DISCUSSIONS/REPORTS

### Beatrice Community Food Pantry Update

Cathy Haden, Community Food Pantry Director, thanked the Council for allowing them to move into the City Auditorium and waiving their rent and utilities, which in turn allows them to serve additional clients. Last year a total of 5,107 people were served, equivalent to 157 households on average. Approximately twenty-eight (28) new clients were served per month. Haden stated there are approximately sixty-five (65) volunteers to help run the Community Food Pantry. Haden further noted the State recently began providing a Spanish-speaking volunteer. Haden thanked the community, churches, and youth groups for their support and invited the Council to visit the Pantry to learn how it operates.

Councilmember McLain noted he visited the Community Food Pantry recently and commented on how efficiently and professionally it is run.

Councilmember Doyle thanked Angie Essam who served as the director for two (2) years prior to Haden taking over in January 2025. Councilmember Doyle thanked the Mayor and Council, area churches, organizations, and volunteers that help keep the Community Food Pantry running efficiently.

## ADJOURNMENT

The next regular City Council meeting is April 21, 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 6:44 p.m.

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

MOTION CARRIED.

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Erin Saathoff, CMC, 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: A T And T Mobility, Se, \$51.48; Adams Rescue Dept, Re, \$34.83; All Copy Products, Se, \$432.42; Baker And Taylor, Ex, \$425.06; Barnes And Noble Bookstores Inc, Ex, \$352.65; Bauer Built Tire, Se, Su, \$7,806.75; Beatrice Community Hospital, Se, \$875.20; Beatrice Fire Protection Llc, Se, Su, \$1,410.65; Beatrice Humane Society, Re, \$1,000.00; Beatrice Iron And Metal Co, Su, \$33.92; Beatrice Lawn Care Inc, Se, \$2,475.00; Black Hills Energy, Se, \$8,822.09; Blue Valley Door Co. Inc, Se, Su, \$2,150.00; Board Of Public Works, Re, \$31,405.53; Bomgaars Supply Inc, Su, \$411.58; Bound Tree

Medical Llc, Su, \$1,576.00; Bragg, Robert, Se, \$5,000.00; Broyhill Equipment Llc, Su, \$2,637.66; Buchheit, Su, \$299.93; Burns And Mcdonnell, Inc, Ex, \$3,674.39; Cary's Cleaning, Se, \$4,920.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$45.85; City Motor Supply, Su, \$1,973.51; City Self Insured Health Plan, Re, \$18,000.00; City Service Valcon Llc, Su, \$21,912.79; City Treas. Petty Cash, Re, \$125.50; City Treasurer, Re, \$2,417.00; Column Software Pbc, Fe, \$485.26; Cornhusker State Industries, Su, \$1,508.00; Creek, Roberta, Re, \$25.00; Das State Acctg-Central Finance Ocio, Fe, \$966.60; David L. Lottman Excavating, Inc, Su, \$1,395.00; Dog Waste Depot, Su, \$242.77; Eakes, Inc, Su, \$375.50; Earl's Window Service, Se, \$94.00; Ebsco Information Services, Fe, \$1,300.00; Echo Group, Inc, Su, \$536.16; Egan Supply Co, Su, \$551.82; Electronic Contracting Company Inc, Se, Su, \$454.46; Enerspect Medical Solutions, Su, \$265.67; Fairbanks Scales, Inc, Se, Su, \$4,059.56; Farmers Cooperative, Su, \$1,309.00; Fastenal Company, Su, \$71.12; Fcw, Llc, Su, \$2,098.00; First Wireless Inc, Se, \$165.00; Firststar Fiber Inc, Fe, \$4,662.76; Gage County Eqpt Inc, Su, \$360.33; Gage County Register Of Deeds, Fe, \$326.00; Gale/Cengage Learning, Ex, \$73.41; Gb Auto Service Inc, Se, Su, \$599.47; Grafix, Se, \$278.65; Grainger, Su, \$3,210.00; Hard Rock Quarries Llc, Su, \$238.13; Holiday Inn-Kearney, Se, \$779.70; Interstate Power Systems, Inc, Se, Su, \$10,172.09; J And A Traffic Products, Su, \$1,250.00; J And B Window And Graphics Inc, Se, \$104.00; Jeo Consulting Group Inc, Ex, \$27,221.85; John A Garcia, Se, Su, \$502.00; Johnny's Welding Inc, Su, \$796.40; Klecans Diverse Service Llc, Se, \$3,750.00; Lammel Plumbing Inc, Se, \$517.14; Lampton Welding Supply Co., Inc, Su, \$1,963.38; Macqueen Equipment Llc, Se, Su, \$18,756.13; Mead Lumber And Rental-Beatrice, Su, \$934.55; Meints Drywall, Llc, Se, \$1,049.56; Molina Healthcare Of Nebraska, Re, \$412.64; Nebraska Concrete And Aggregates Assoc, Fe, \$65.00; Nmc, Inc, Su, \$2,131.13; Nmvca, Fe, \$340.00; Nutrien Ag Solutions, Su, \$104.00; Oakview Veterinary Clinic, Se, \$17.33; Olsson Inc, Ex, \$17,664.20; One Source Parts, Llc, Su, \$1,019.53; O'reilly Auto Parts, Su, \$245.50; Pinnacle Bank, Fe, \$88.88; Plymouth Electric Inc, Ex, \$36,461.65; Precision Auto Tune Inc, Se, Su, \$1,581.86; Rdo Truck Center Co, Su, \$94.43; Refuse Inc, Su, \$4,590.00; Ricoh Usa Inc, Se, \$239.66; Riverside Power Sports Llc, Se, Su, \$987.62; Rollins Inc, Se, \$150.00; Saathoff Solutions, Se, \$540.00; Saathoff, Erin, Re, \$235.34; Sack Lumber Company, Su, \$61.69; Sapp Brothers, Su, \$8,730.50; Sheridan Industries, Se, \$54.00; State Of Nebraska, Fe, \$818.33; Sunny Smith, Se, \$1,350.00; The Overhead Door Co Of Lincoln Inc, Se, \$215.00; Tractor Supply, Su, \$291.12; Tredz Central Llc, Se, Su, \$1,500.00; Truck Center Companies, Se, Su, \$8,355.19; Twin Rivers ChryslR/Dodge Inc, Se, Su, \$260.74; Vanwinkle Masonry Inc, Ex, \$15,912.00; Verizon Wireless, Se, \$1,137.63; Walker Uniform Rental, Se, \$217.64; Walmart Stores Inc, Su, \$93.02; Westlake Ace Hardware, Su, \$518.45; Windstream, Se, \$912.14; Witmer Public Safety Group, Inc, Su, \$624.16; Wrightsman Plbg And Heat Inc, Su, \$222.19



CITY OF BEATRICE, NEBRASKA  
MINUTES OF THE SPECIAL CITY COUNCIL MEETING

APRIL 14, 2025

12:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in special session in the in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska on the 14<sup>th</sup> day of April, 2025, beginning at 12:00 p.m., for the purpose of considering the application of Stone Hollow Brewing Company, LLC, dba, Stone Hollow Brewing Company, 301 Court Street, Suite 1, Beatrice, Nebraska for a Class C and Class L liquor license, with an Entertainment District and Catering secondary license.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on April 9, 2025, 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.

**ROLL CALL**

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

**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.

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.

**PUBLIC HEARINGS/BIDS**

**Public Hearing for the purpose of considering the application of Stone Hollow Brewing Company, LLC, dba, Stone Hollow Brewing Company, 301 Court Street, Suite 1, Beatrice, Nebraska for a Class C and Class L liquor license, with an Entertainment District and Catering secondary license**

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the application of Stone Hollow Brewing Company, LLC, dba, Stone Hollow Brewing Company, 301 Court Street, Suite 1, Beatrice, Nebraska for a Class C and Class L liquor license, with an Entertainment District and Catering secondary 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.

Jay Murphy, Interim Chief of Police, under oath, reported to the Council during the standard background investigation of majority owner, Bryon Belding, it was found Belding was convicted on August 11, 2000 for Failure to Appear on a Urination in Public citation in Lancaster County, Nebraska; convicted on April 13, 2001 in Lancaster County for Maintaining a Disorderly House; convicted on August 22, 2002 in Lancaster County for an Open Container of Alcohol violation; and was convicted in Lancaster County on June 2, 2008 for Driving under the Influence – 1<sup>st</sup> Offense. Since that time, there have been no other violations. In regard to the background investigation into the minority shareholder, Vicki Belding, there was no criminal history found.

Tobias J. Tempelmeyer, City Administrator/General Manager, noted due to the timing of publication requirements and Liquor Control Commission’s requirements, we are holding a special meeting to meet deadlines.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 12:03 p.m.

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

MOTION CARRIED.

Moved by McLain, seconded by Barnard, that the application of Stone Hollow Brewing Company, LLC, dba, Stone Hollow Brewing Company, 301 Court Street, Suite 1, Beatrice, Nebraska for a Class C and Class L liquor license, with an Entertainment District and Catering secondary license, be recommended to the Nebraska Liquor Control Commission for approval.

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

MOTION CARRIED.

#### RESOLUTIONS

There were no resolutions.

#### ORDINANCES

There were no ordinances.

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#### DISCUSSION/REPORTS

There were no discussions/reports.

#### MISCELLANEOUS

The next regular City Council meeting is April 21, 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 12:04 p.m.

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

MOTION CARRIED.

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Erin Saathoff, City Clerk

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Robert Morgan, Mayor

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	APRIL 2025	QTRLY CONTRACTUAL SERVICE FEE	04/01/2025	5,000.00
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Administration Phone Charges	04/01/2025	224.03
9650	CARDMEMBER SERVICE	1091-FY25	meal f/NMCA Conf - Saathoff	03/21/2025	13.10
9650	CARDMEMBER SERVICE	1757	2) toner	03/24/2025	113.98
9650	CARDMEMBER SERVICE	1845-FY25	meal f/NMCA Conf - Saathoff	03/20/2025	5.62
9650	CARDMEMBER SERVICE	2256	Beatrice Daily Sun monthly subscription	03/11/2025	34.99
9650	CARDMEMBER SERVICE	2739-FY25	meal f/NMCA Conf - Saathoff	03/18/2025	10.05
9650	CARDMEMBER SERVICE	7390	meal f/NMCA Conf - Saathoff	03/19/2025	12.57
9650	CARDMEMBER SERVICE	7920-FY25	meal f/NMCA Conf - Saathoff	03/18/2025	5.08
9650	CARDMEMBER SERVICE	8425	meal f/NMCA Conf - Saathoff	03/21/2025	12.97
9650	CARDMEMBER SERVICE	8974	300) deposit slips	03/29/2025	129.24
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Admin Health Insurance Funding	04/01/2025	18,000.00
12310	CivicPlus LLC	332403	Recodification of City Code w/10 printed copies & onli	03/31/2025	4,025.00
12490	COLUMN SOFTWARE PBC	68EF132A-0005	Notice of Sheriff's Sale CI 23-339 - 1734 Market St	04/01/2025	146.46
12490	COLUMN SOFTWARE PBC	7FF24556-0386	Ad f/Bids - Corral Crossing	03/25/2025	116.73
12490	COLUMN SOFTWARE PBC	7FF24556-0387	Ad f/Bids - Heritage Heights	03/25/2025	116.73
12490	COLUMN SOFTWARE PBC	7FF24556-0388	Notice of Mtg - 4/7/25	03/26/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0389	Notice of Mtg - 4/21/25	03/26/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0391	Notice of P&Z Mtg - 4/7/25	03/26/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0395	Notice of Public Hearing - CARC Semi-Annual Report	03/26/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0396	Notice of CARC Mtg - 4/15/25	03/26/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0397	Notice of Public Hearing - Kabo liquor License	03/27/2025	14.16
12490	COLUMN SOFTWARE PBC	7FF24556-0398	Notice of Beatrice Plus Mtg - 4/18/25	03/31/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0399	Notice of Civil Service Mtg - 4/15/25	04/01/2025	6.80
12490	COLUMN SOFTWARE PBC	7FF24556-0401	Notice of CC Special Mtg - 4/14/25	04/01/2025	14.16
12490	COLUMN SOFTWARE PBC	7FF24556-0402	Notice of Public Hearing - Stone Hollow License	04/01/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0406	CC Minutes - 3/17/25	04/07/2025	243.51
12490	COLUMN SOFTWARE PBC	7FF24556-0407	Ord 25-11	04/07/2025	34.54
12450	FORVIS MAZARS	2421449	Final Billing 2024 Financial Statement Audit	02/27/2025	9,150.00
12450	FORVIS MAZARS	2421449	Additional Billing	02/27/2025	1,460.00
11531	Fossler Excavating	969	Dempsters fire - excavator, demo outbuilding	03/24/2025	2,500.00
3600	GAGE COUNTY COURT	04042025	CR 24-77	04/04/2025	17.00
3600	GAGE COUNTY COURT	04042025	CR 24-402	04/04/2025	17.00
3600	GAGE COUNTY COURT	04042025	CR 24-442	04/04/2025	2.00
3600	GAGE COUNTY COURT	04042025	CR 24-504	04/04/2025	2.00
3600	GAGE COUNTY COURT	04042025	TR 24-98	04/04/2025	17.00
3600	GAGE COUNTY COURT	04042025	TR 25-17	04/04/2025	17.00
3600	GAGE COUNTY COURT	D00345707C03	Court Costs - CI 25 137	04/04/2025	51.00
3680	GAGE COUNTY REGISTER OF DEEDS	04012025	Declar City of Beatrice	04/01/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	04082025	Subord Hudson	04/08/2025	10.00
11467	Gage County Sheriff	MARCH 2025	Warrant - McCoy	03/31/2025	2.00
11467	Gage County Sheriff	MARCH 2025	Warrant - McCoy	03/31/2025	2.00
11467	Gage County Sheriff	MARCH 2025	Warrant - Trujillo	03/31/2025	2.00
4300	HOMETOWN LEASING	0051799160-APR25	Admin. Copier - PMT #26	04/01/2025	166.35
4670	JEO CONSULTING GROUP INC	159862	Safe Streets for All (SS4A) Action Plan	03/31/2025	8,706.31
4710	JIM'S CARPET AND SUPPLIES INC	INV-1284	Replace flooring f/Carnegie - water damage	04/04/2025	2,346.28
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2025-04	Federal Funding Opportunities - Monthly Services - J	04/01/2025	8,000.00
12571	NEBRASKA DEPT OF AGRICULTURE	LB910-JAN-MAR25	LB910 Pet License Fees - 158 @ 1.22	04/14/2025	192.76
12395	Nebraska Investment Council	8924990	Court eFiling Subscriber	03/31/2025	88.00
11311	Paymentech	5707000-MAR25	Monthly CC Fees - City	03/31/2025	548.07
11346	R.L. Tiemann Construction, Inc	1204	Dempsters fire - excavator, skid loader, supervisor	03/28/2025	4,250.00
12273	Saathoff Solutions	INV315	Labor - Paint Carnegie (water damage)	04/02/2025	360.00
8510	SHERWIN-WILLIAMS CO.	7718-8	Paint f/Carnegie - water damage	03/21/2025	155.36
8510	SHERWIN-WILLIAMS CO.	7949-9	Paint f/Carnegie - water damage	04/02/2025	140.26
12608	TREVOR RUE	APRIL 1 2025	Summons fee f/Case # 25-137	04/01/2025	32.76

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12005	TriZetto Provider Solutions	4G14042500	Electronic Claims - 191 - March 2025	04/01/2025	118.04
11312	Xpress Bill Pay	INV-XPR022272	Monthly CC Fees - City	03/31/2025	269.99
Total ADMINISTRATION:					66,995.12
<b>COMMUNITY DEVELOPMENT</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Inspections Phone Charges	04/01/2025	109.19
9650	CARDMEMBER SERVICE	5381	12) no trespassing sign f/Dempster fire	03/24/2025	40.11
9650	CARDMEMBER SERVICE	9374-FY25	padlock f/Dempster fire	03/27/2025	21.59
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Insp. Health Insurance Funding	04/01/2025	6,000.00
Total COMMUNITY DEVELOPMENT:					6,170.89
<b>POLICE ADMINISTRATION</b>					
9650	CARDMEMBER SERVICE	3076-FY25	furniture f/Chief's office	03/07/2025	1,166.74
9650	CARDMEMBER SERVICE	6572	Lunch w/a cop	03/27/2025	350.43
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	PD Health Insurance Funding	04/01/2025	4,500.00
2096	Ricoh USA, Inc	5071188613	Additional Copies - March 2025 - pd	04/01/2025	106.70
Total POLICE ADMINISTRATION:					6,123.87
<b>POLICE VAC</b>					
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	VAC Health Insurance Funding	04/01/2025	2,000.00
Total POLICE VAC:					2,000.00
<b>POLICE COMMUNICATIONS</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Dispatch Phone Charges	04/01/2025	204.68
9650	CARDMEMBER SERVICE	4913-FY25	Print to email license f/Dispatch	03/23/2025	199.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Comm. Health Insurance Funding	04/01/2025	22,000.00
11267	DAS STATE ACCTG-CENTRAL FINANC	1474146	TELETYPE- March 2025	04/10/2025	45.00
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Police	04/01/2025	46.48
12067	Diode Communications	(SEC)000-0123-APR25	Rhombus f/Police	04/01/2025	49.74
3790	GEO-COMM INC.	INV170439	GIS Maint Agreement - May 1, 2025 - April 30, 2026	04/08/2025	9,647.00
3025	Language Line Services	11559344	Interpretation access line - March 2025	03/31/2025	54.90
1062	Nemaha County	CITY SHARE INS FY25	City share - Miller Monroe Farrell Ins.	04/03/2025	78.94
1062	Nemaha County	CRETE SHARE INS FY25	Crete share - Miller Monroe Farrell Ins.	04/01/2025	63.00
2096	Ricoh USA, Inc	5071188613	Additional Copies - March 2025 - Dispatch	04/01/2025	6.02
9920	WINDSTREAM	092221690-MAR25	backup Dispatch phone line	03/19/2025	170.74
9920	WINDSTREAM	092227280-APR25	911 Telephone Service	04/09/2025	159.97
9920	WINDSTREAM	092229158-MAR25	dispatch fax line	03/21/2025	85.18
Total POLICE COMMUNICATIONS:					32,810.65
<b>POLICE PATROL</b>					
120	911 CUSTOM	59303	bullet proof vest f/Carver - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	bullet proof vest f/Carver - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	bullet proof vest f/Price - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	bullet proof vest f/Price - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	bullet proof vest f/Ostendorf - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	bullet proof vest f/Ostendorf - 50/50 Grant	03/28/2025	522.50
120	911 CUSTOM	59303	1) Survival armor shirt w/molle f/Carver	03/28/2025	349.00
120	911 CUSTOM	59303	1) Survival armor shirt w/molle f/Price	03/28/2025	349.00
120	911 CUSTOM	59303	1) Survival armor shirt w/molle f/Ostendorf	03/28/2025	349.00
120	911 CUSTOM	59303	1) add magnetic buckle to outer carrier f/Carver	03/28/2025	65.00
120	911 CUSTOM	59303	1) add magnetic buckle to outer carrier f/Price	03/28/2025	65.00
120	911 CUSTOM	59303	1) add magnetic buckle to outer carrier f/Ostendorf	03/28/2025	65.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
120	911 CUSTOM	59303	2) Add mic tabs to vest f/Carver	03/28/2025	20.00
120	911 CUSTOM	59303	2) Add mic tabs to vest f/Price	03/28/2025	20.00
120	911 CUSTOM	59303	2) Add mic tabs to vest f/Ostendorf	03/28/2025	20.00
120	911 CUSTOM	59303	1) add velcro to back of uniform shirt f/Carver	03/28/2025	10.00
120	911 CUSTOM	59303	1) add velcro to back of uniform shirt f/Price	03/28/2025	10.00
120	911 CUSTOM	59303	1) add velcro to back of uniform shirt f/Ostendorf	03/28/2025	10.00
11879	Axon Enterprise, Inc.	INUS337132	6) standard cartridge f/taser	04/04/2025	267.60
12579	BENCHMARK GOVERNMENT SOLUTI	21611	Meals f/Ostendorf - Training	03/31/2025	644.20
12579	BENCHMARK GOVERNMENT SOLUTI	21734	Meals f/Brauch, McCormick - Training	04/07/2025	64.75
12579	BENCHMARK GOVERNMENT SOLUTI	21767	Meals f/Samuelson - Training	04/16/2025	133.45
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Police Phone Charges	04/01/2025	204.68
9650	CARDMEMBER SERVICE	0006	holster	03/25/2025	188.00
9650	CARDMEMBER SERVICE	0074-FY25	Halo Collar Care monthly subscription	03/11/2025	9.99
9650	CARDMEMBER SERVICE	1651	1) glove, 2) uniform shirt	03/25/2025	112.27
9650	CARDMEMBER SERVICE	3524-FY25	Registration f/Basic SWAT - Schank	03/24/2025	895.00
9650	CARDMEMBER SERVICE	3524-FY25	Registration f/Basic SWAT - Howland	03/24/2025	895.00
9650	CARDMEMBER SERVICE	4174-FY25	1) uniform pant	03/21/2025	45.01
9650	CARDMEMBER SERVICE	4174-FY25	Lithium batteries	03/21/2025	29.90
9650	CARDMEMBER SERVICE	5076-FY25	Undercover wire minutes	03/14/2025	30.43
9650	CARDMEMBER SERVICE	7625-FY25	earpiece	03/18/2025	63.43
9650	CARDMEMBER SERVICE	8573-FY25	Recertification fee f/car seat - Ruh	03/20/2025	55.00
9650	CARDMEMBER SERVICE	9567	500) gun certificate	03/19/2025	117.50
9650	CARDMEMBER SERVICE	9996-FY25	10-pk Lithium batteries	03/19/2025	38.08
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	PD Health Insurance Funding	04/01/2025	45,500.00
12566	DATASHIELD CORPORATION	0159583	Shredding Service - PD - April 2025	03/24/2025	54.53
3720	GALLS LLC	031010611	2) poly armorskin base shirt	04/10/2025	103.98
3720	GALLS LLC	031010611	4) sholder tab	04/10/2025	9.36
3720	GALLS LLC	031010611	Shipping	04/10/2025	7.93
11289	MOTOROLA SOLUTIONS, INC	8230504915	Extended Warranty f/camera 5/11/25 - 5/10/25	03/25/2025	230.00
6370	NEBRASKA LAW ENFORCEMENT TRA	15006	Tuition f/Defensive Tactics Instructor - Brauch	04/07/2025	240.00
6370	NEBRASKA LAW ENFORCEMENT TRA	15006	Tuition f/Defensive Tactics Instructor - McCormick	04/07/2025	240.00
6370	NEBRASKA LAW ENFORCEMENT TRA	15006	Lodging f/Defensive Tactics - Brauch	04/07/2025	50.00
6370	NEBRASKA LAW ENFORCEMENT TRA	15020	Tuition f/Firearms Instuctor Course - Samuelson	04/07/2025	400.00
6370	NEBRASKA LAW ENFORCEMENT TRA	15020	Lodging f/Firearms Instructor Course - Samuelson	04/07/2025	125.00
6800	NORTHEAST AUTO	10746	TOW - Case #25-2316	03/27/2025	225.00
12003	Oakview Veterinary Clinic	153103	K Brovet-CA1 -180-ct chew tab f/Toro	04/07/2025	159.58
11546	Streicher's	11755810	grenade, lg style canister	04/09/2025	55.62
1008	TRANSUNION RISK AND ALTERNATIV	41141-MAR25	Records Search - March	04/01/2025	75.00
9610	VERIZON WIRELESS	6110492113	ICAC Phone & Data	04/08/2025	91.00
Total POLICE PATROL:					55,828.29
<b>FIRE ADMINISTRATION</b>					
11930	A T and T Mobility	287301368820X04112025	Cell service f/ Chief's Phone - Fire	04/03/2025	51.48
12056	ALL COPY PRODUCTS	38977125	Copier Rental	04/10/2025	389.54
12056	ALL COPY PRODUCTS	38977125	Copy usage - 3/5 - 4/4	04/10/2025	111.78
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Fire Phone Charges	04/01/2025	99.00
9650	CARDMEMBER SERVICE	0102 FY25	fuel f/conference - Daake	03/28/2025	57.66
9650	CARDMEMBER SERVICE	0744	4) spiral notebook	03/23/2025	13.48
9650	CARDMEMBER SERVICE	1815	Lodging f/MVD Conference - Daake	03/28/2025	546.18
9650	CARDMEMBER SERVICE	2428-FY25	Yearly subscription software - Black Ice	03/25/2025	299.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	FD Ad Health Insurance Funding	04/01/2025	4,000.00
2040	CITY TREAS. PETTY CASH	P-CASH 04-21-2025	1) meal f/Fire Chief Conf	04/16/2025	15.00
Total FIRE ADMINISTRATION:					5,583.12

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>FIRE SUPPRESSION</b>					
11911	Brown's Shoe Fit Co	32533	2) Duty boots	04/01/2025	200.00
9650	CARDMEMBER SERVICE	4069	dishwasher detergent, 2) windex	03/04/2025	27.56
9650	CARDMEMBER SERVICE	6916 1290	Paper towel, 2) dawn dishsoap	03/23/2025	47.17
9650	CARDMEMBER SERVICE	8602	kleenex	03/04/2025	27.40
2010	CITY MOTOR SUPPLY	909134	butt connector f/E1	04/14/2025	6.99
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	FD Health Insurance Funding	04/01/2025	34,000.00
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Fire	04/01/2025	83.67
3210	FARMERS COOPERATIVE	200370-MAR25	119.0 gal Clear Diesel @ 2.75 - Dempsters fire	03/31/2025	327.25
11867	MacQueen Equipment LLC	P00491	siren base f/E1	04/10/2025	449.57
6430	NMC, INC	INV695986	Labor - preventative maintenance f/generator	02/12/2025	2,712.00
9730	WALKER UNIFORM RENTAL	1399760	SHOP TOWEL SERVICE	04/03/2025	26.70
Total FIRE SUPPRESSION:					37,908.31

**FIRE AMBULANCE**

890	BEATRICE COMMUNITY HOSPITAL	608	Laundry Service - March 2025	04/01/2025	493.50
890	BEATRICE COMMUNITY HOSPITAL	610	BLS Instructor Renewal fee f/Brockman	04/08/2025	50.00
890	BEATRICE COMMUNITY HOSPITAL	610	6) BLS renewal	04/08/2025	60.00
890	BEATRICE COMMUNITY HOSPITAL	612	PALS renewal f/Koch, Nathan	04/10/2025	200.00
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	EMS Phone Charges	04/01/2025	42.43
1420	BOUND TREE MEDICAL LLC	85719469	2) curaplex cuffed	04/01/2025	71.80
1420	BOUND TREE MEDICAL LLC	85719469	1) curaplex cuffed	04/01/2025	35.90
1420	BOUND TREE MEDICAL LLC	85719469	6) glucagon kit	04/01/2025	2,009.94
1420	BOUND TREE MEDICAL LLC	85719469	2) magnesium sulfate	04/01/2025	125.99
1420	BOUND TREE MEDICAL LLC	85719469	1) Adenosine	04/01/2025	145.98
1420	BOUND TREE MEDICAL LLC	85719469	1) norepinephrine	04/01/2025	134.99
1420	BOUND TREE MEDICAL LLC	85719469	1) lidocaine	04/01/2025	113.99
1420	BOUND TREE MEDICAL LLC	85719469	8) dextrose	04/01/2025	66.32
1420	BOUND TREE MEDICAL LLC	85726047	Misc charges	04/07/2025	11.95
1420	BOUND TREE MEDICAL LLC	85726047	1) ketamine HCL injection	04/07/2025	171.99
9650	CARDMEMBER SERVICE	1634-FY25	2) Pediatric Education book f/Lamer, Carnahan	03/20/2025	221.20
9650	CARDMEMBER SERVICE	3279	fuel f/UTV	03/27/2025	23.50
9650	CARDMEMBER SERVICE	4133-FY25	6) LED marker light, red	03/21/2025	65.70
9650	CARDMEMBER SERVICE	4133-FY25	4) LED marker light, amber	03/21/2025	43.80
9650	CARDMEMBER SERVICE	4133-FY25	shipping	03/21/2025	20.61
9650	CARDMEMBER SERVICE	4390	Paramedic Recertification f/Young	03/09/2025	32.00
9650	CARDMEMBER SERVICE	4710	EMT Recertification f/Kochanowicz	03/28/2025	25.00
9650	CARDMEMBER SERVICE	5473-FY25	Registration f/SCC Career Fair	03/14/2025	50.00
9650	CARDMEMBER SERVICE	6355-FY25	Paramedic Recertification f/Seggerman	03/19/2025	32.00
9650	CARDMEMBER SERVICE	9269-FY25	Registration f/First Aid/CPR/AED - Kroeger	03/08/2025	374.50
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	EMS Health Insurance Funding	04/01/2025	14,000.00
2040	CITY TREAS. PETTY CASH	P-CASH 04-21-2025	7) Meal - OTT	04/16/2025	52.50
2080	CITY TREASURER	W-O AMBUL-APR25	W-O Ambulance bad debt - send to CA	04/16/2025	12,524.30
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Fire	04/01/2025	35.86
3210	FARMERS COOPERATIVE	200370-MAR25	Labor - LOF f/M2	03/31/2025	25.00
3210	FARMERS COOPERATIVE	200370-MAR25	Supplies - oil filter f/M2	03/31/2025	34.85
3210	FARMERS COOPERATIVE	200370-MAR25	Supplies - 14) 1-qt 10W30 oil f/M2	03/31/2025	144.06
3210	FARMERS COOPERATIVE	200370-MAR25	Labor - LOF f/M3	03/31/2025	25.00
3210	FARMERS COOPERATIVE	200370-MAR25	Supplies - oil filter f/M3	03/31/2025	16.68
3210	FARMERS COOPERATIVE	200370-MAR25	Supplies - 8) 1-qt 5W30 oil f/M3	03/31/2025	92.09
5110	LAMPTON WELDING SUPPLY Co., INC	0020195481	Medical Oxygen	04/02/2025	245.27
8661	Southeast Community College	0000004763	14) Paramedic Refresher Courses	04/02/2025	6,050.00
8661	Southeast Community College	0000004763	5) EMT Refresher Courses	04/02/2025	1,894.00
9760	Westlake Ace Hardware	10355503	Supplies f/E1 Tool bracket	04/14/2025	136.41

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FIRE AMBULANCE:					39,899.11
<b>PUBLIC PROPERTIES</b>					
130	ABBOTT PORTABLE TOILETS	7789	delivery fee f/portable toilet - Pickleball Court	03/31/2025	20.00
130	ABBOTT PORTABLE TOILETS	7789	1) Portable Toilet f/Pickleball Court - prorated f/March	03/31/2025	25.00
840	BEATRICE AREA SOLID WASTE AGNC	236-MAR25	Pub prop - tipping fee	03/31/2025	2.75
980	BEATRICE IRON AND METAL CO	104206	fuses f/96 Exmark	04/08/2025	3.44
11281	Black Hills Energy	0420672199-APR25	GAS SERVICE - Probation - April 2025	04/14/2025	50.59
11281	Black Hills Energy	3806703634-APR25	GAS SERVICE - Police Dept - April 2025	04/14/2025	323.08
11281	Black Hills Energy	3806703634-APR25	GAS SERVICE - Fire Dept - April 2025	04/14/2025	474.59
1350	BOARD OF PUBLIC WORKS	#1905.00-APR25	Carnegie Phone Charges	04/01/2025	38.66
7100	Buchheit	26092371	520) mulch f/Landscapes; 5th, 4th, Carnegie, Aud Par	04/08/2025	1,476.00
7100	Buchheit	26092377	14) mulch, black f/Pioneer Park	04/08/2025	46.06
9650	CARDMEMBER SERVICE	9057	filter regulator f/Aud ac unit	03/07/2025	202.37
2010	CITY MOTOR SUPPLY	908267	bulk filters f/equipment	03/07/2025	756.76
2010	CITY MOTOR SUPPLY	908846	2) air filters f/bobcat	04/01/2025	63.72
2010	CITY MOTOR SUPPLY	909025	trailer wiring harness	04/08/2025	21.30
2010	CITY MOTOR SUPPLY	909025	2) tie-down strap	04/08/2025	59.98
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Pub Prop Health Insurance Fund	04/01/2025	8,000.00
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Hannibal Park	04/01/2025	6.64
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Auditorium	04/01/2025	59.77
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/City Hall	04/01/2025	26.56
12067	Diode Communications	(SEC)000-0123-APR25	Rhombus f/Hannibal	04/01/2025	49.74
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Senior Center	04/01/2025	13.29
2940	Eakes, Inc.	9119435-0	14) toilet paper, 15) multi-fold towel	04/08/2025	1,052.49
2940	Eakes, Inc.	INV641302	agitator, brush belt f/vacuum	04/09/2025	133.32
12230	Earl's Window Service	04142025	Clean windows - April 25 f/Fire Station	04/14/2025	94.00
4700	ECHO GROUP, INC	S011151179.001	marker wire f/Library	04/11/2025	51.22
3210	FARMERS COOPERATIVE	3010-MAR25	18.484 gal Super No Lead @ 2.61902	03/31/2025	48.41
3210	FARMERS COOPERATIVE	3010-MAR25	19.679 gal Super No Lead @ 2.76894	03/31/2025	54.49
3210	FARMERS COOPERATIVE	3010-MAR25	20.009 gal Super E89 @ 3.199	03/31/2025	64.01
3210	FARMERS COOPERATIVE	3010-MAR25	26.622 gal Super No Lead @ 2.75599	03/31/2025	73.37
3210	FARMERS COOPERATIVE	3010-MAR25	17.902 gal Super No Lead @ 2.75612	03/31/2025	49.34
3210	FARMERS COOPERATIVE	3010-MAR25	18.833 gal Super No Lead @ 2.75580	03/31/2025	51.90
3210	FARMERS COOPERATIVE	3010-MAR25	14.185 gal Premium @ 3.389	03/31/2025	48.07
3210	FARMERS COOPERATIVE	3010-MAR25	1) 5-gal Hydraulic oil f/Scott Street drag	03/31/2025	89.26
3210	FARMERS COOPERATIVE	3010-MAR25	6.553 gal Premium @ 3.389	03/31/2025	22.21
3210	FARMERS COOPERATIVE	3010-MAR25	26.218 gal Super No Lead @ 2.71912	03/31/2025	71.29
3210	FARMERS COOPERATIVE	3010-MAR25	19.759 gal Super No Lead @ 2.71623	03/31/2025	53.67
3210	FARMERS COOPERATIVE	3010-MAR25	26.277 gal Super No Lead @ 2.71911	03/31/2025	71.45
3240	FASTENAL COMPANY	176986	7) 9V battery f/Vet's Park irrigation	04/10/2025	11.56
3630	GAGE COUNTY EQPT INC.	I809280	2) air filter f/Bobcat	04/01/2025	55.70
3630	GAGE COUNTY EQPT INC.	I809407	Filter, gas cap f/Bobcat	04/08/2025	75.88
3630	GAGE COUNTY EQPT INC.	I809407	oil f/Bobcat	04/08/2025	30.78
12221	GB Auto Service Inc	511709034	Labor - 1) flat repair f/trailer	04/07/2025	22.00
12221	GB Auto Service Inc	511709034	Supplies - 2) tire f/trailer	04/07/2025	131.98
12221	GB Auto Service Inc	511709108	Labor - 1) tire repair f/mower	04/09/2025	22.00
5100	LAMMEL PLUMBING INC	82622	Supplies f/Carnegie plumbing	04/01/2025	20.95
5100	LAMMEL PLUMBING INC	82629	Supplies f/Library plumbing	04/02/2025	12.80
5160	LARRY'S TIRE AND SERVICE INC.	9917-39	2) tire disposal	04/09/2025	12.00
5690	MEAD LUMBER AND RENTAL-BEATRI	11881891	lumber f/picnic table repairs	04/04/2025	30.76
6500	NEBRASKA DEPT. OF REVENUE	34-4153596-MAR25	Chautauqua Park Camping Lodging Tax-Mar2025	03/31/2025	101.85
11728	Nebraska Snow Equipment	22746	tailgate spreader f/UTV	03/14/2025	1,771.39
11729	Nutrien Ag Solutions	56493595	Chemical f/parks	04/03/2025	92.50
1073	Rewound Power Motors Sls and Svc Inc	S19251	Labor - R&R recoil assy f/portable generator	04/08/2025	236.00
1073	Rewound Power Motors Sls and Svc Inc	S19251	Supplies - recoil assy f/portable generator	04/08/2025	78.14

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
8260	SAPP BROTHERS	IN4715811	160.4 gal #2 Dyed Summer Diesel @ 2.675026	04/04/2025	429.07
8370	SCHUSTER'S OUTDOOR AND RV INC.	31042	3) belt f/96 mower	03/25/2025	323.97
8370	SCHUSTER'S OUTDOOR AND RV INC.	31139	1-gal hydraulic oil f/mowers	04/08/2025	56.99
8440	SECURITY SERVICES	AN4287S-1551	Semi annual fire alarm inspection f/Library	04/02/2025	295.00
8440	SECURITY SERVICES	AN4287S-1551	Supplies - 2) 12V 8000 batteries	04/02/2025	94.00
8510	SHERWIN-WILLIAMS CO.	7952-3	Problock f/S 6th Street bridge	04/02/2025	36.71
3058	SiteOne Landscape Supply, LLC	151664448-001	Chemical f/parks	04/09/2025	1,053.69
12521	SUNNY SMITH	MAR31 2025 - APR11 202	Office cleaning f/Aud offices	04/14/2025	450.00
12521	SUNNY SMITH	MAR31 2025 - APR11 202	Office cleaning f/BPW offices	04/14/2025	450.00
9260	TRACTOR SUPPLY	440063	tailgate lift assist f/trailer	04/04/2025	169.99
9270	TRAUERNICHT TREE SERVICE LLC	1912	Remove & cleanup 1 tree @ Exmark Park	04/07/2025	900.00
9760	Westlake Ace Hardware	10355281	plumbing supplies f/Aud	03/28/2025	15.28
9760	Westlake Ace Hardware	10355327	4) bowl brush, 3) lysol, 3) toilet bowl cleaner, 2) broo	04/01/2025	78.90
9760	Westlake Ace Hardware	10355331	2) wax bowl, toilet bolts f/Carnegie	04/01/2025	20.85
9760	Westlake Ace Hardware	10355347	3) ultra synthetic oil mix	04/02/2025	72.87
9760	Westlake Ace Hardware	10355363	cable ties f/HP	04/03/2025	25.18
9760	Westlake Ace Hardware	10355376	5) toilet bowl cleaner, papertowels	04/04/2025	73.72
9760	Westlake Ace Hardware	10355393	sealant f/Aud	04/04/2025	21.22
9760	Westlake Ace Hardware	10355409	plumbing supplies f/Scott St bathroom	04/07/2025	15.27
9760	Westlake Ace Hardware	10355417	torch kit	04/08/2025	53.99
9760	Westlake Ace Hardware	10355438	Bulk Fasteners f/Waterfall repairs	04/09/2025	.37
9760	Westlake Ace Hardware	10355458	9V batteries f/irrigation controlers - Trailhead, 5th, 4th	04/10/2025	47.97
9760	Westlake Ace Hardware	10355548	6) lysol cleaner, 3) windex, 2) bleach, 1) clog remover	04/17/2025	69.52
Total PUBLIC PROPERTIES:					21,209.65
<b>LIBRARY</b>					
730	Baker and Taylor	2038968785	8) Titles & Freight	03/25/2025	95.41
730	Baker and Taylor	2038980360	5) Titles & Freight	03/31/2025	89.67
780	BARNES AND NOBLE BOOKSTORES I	8640	Wizard of Oz	04/04/2025	12.00
780	BARNES AND NOBLE BOOKSTORES I	8640	Navigating Life with Multiple Sclerosis	04/04/2025	19.99
780	BARNES AND NOBLE BOOKSTORES I	8640	Life Impossible	04/04/2025	24.00
780	BARNES AND NOBLE BOOKSTORES I	8640	Verity	04/04/2025	13.59
780	BARNES AND NOBLE BOOKSTORES I	8640	Court of Frost and Starlight	04/04/2025	13.60
780	BARNES AND NOBLE BOOKSTORES I	8640	Court of Mist and Fury	04/04/2025	15.20
780	BARNES AND NOBLE BOOKSTORES I	8640	Court of Silver Flames	04/04/2025	15.20
780	BARNES AND NOBLE BOOKSTORES I	8640	Court of Wings and Ruin	04/04/2025	15.20
780	BARNES AND NOBLE BOOKSTORES I	8640	City of Spies	04/04/2025	7.99
780	BARNES AND NOBLE BOOKSTORES I	8640	Wicked Sister	04/04/2025	14.40
780	BARNES AND NOBLE BOOKSTORES I	8640	Stress Paradox	04/04/2025	23.99
9660	CARDMEMBER SERVICE	MARCH 2025	Sunrise on the Reaping	04/01/2025	19.59
9660	CARDMEMBER SERVICE	MARCH 2025	Something Happened in Our Park	04/01/2025	10.11
9660	CARDMEMBER SERVICE	MARCH 2025	2) double-sided security strips	04/01/2025	250.00
9660	CARDMEMBER SERVICE	MARCH 2025	1) single-sided security strips	04/01/2025	125.00
9660	CARDMEMBER SERVICE	MARCH 2025	Glucose Revolution	04/01/2025	13.98
9660	CARDMEMBER SERVICE	MARCH 2025	2) Mosby's Medical Dictionary	04/01/2025	51.98
9660	CARDMEMBER SERVICE	MARCH 2025	Mayo Clinic A to Z Health Guide	04/01/2025	20.99
9660	CARDMEMBER SERVICE	MARCH 2025	All That Remains	04/01/2025	11.64
9660	CARDMEMBER SERVICE	MARCH 2025	Miller's Review of Critical Vaccine Studies	04/01/2025	21.95
9660	CARDMEMBER SERVICE	MARCH 2025	Navigate the Parkinson's Maze	04/01/2025	14.99
9660	CARDMEMBER SERVICE	MARCH 2025	Snowdrops and Winterberry	04/01/2025	9.99
9660	CARDMEMBER SERVICE	MARCH 2025	Coming Plague	04/01/2025	13.49
9660	CARDMEMBER SERVICE	MARCH 2025	Forgotten and Hidden Fact of Vitamins and Minerals	04/01/2025	35.00
9660	CARDMEMBER SERVICE	MARCH 2025	Parkinson's Symptom Management Guide	04/01/2025	21.99
9660	CARDMEMBER SERVICE	MARCH 2025	Credit - return Mosby's Medical Dictionary	04/01/2025	25.99
9660	CARDMEMBER SERVICE	MARCH 2025	3) Just a Worm	04/01/2025	40.92
9660	CARDMEMBER SERVICE	MARCH 2025	Thryv - Listings Mgmt 2/15/25 - 3/15/25	04/01/2025	17.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	MARCH 2025	The Real Yellow Pages - formerly Vivial monthly fee	04/01/2025	54.95
9660	CARDMEMBER SERVICE	MARCH 2025	Thryv - Listings Mgmt 3/15/25 - 4/15/25	04/01/2025	17.60
9660	CARDMEMBER SERVICE	MARCH 2025	Snowmen at Christmas	04/01/2025	6.29
9660	CARDMEMBER SERVICE	MARCH 2025	There Was an Old Lady Who Swallowed a Turkey	04/01/2025	5.30
9660	CARDMEMBER SERVICE	MARCH 2025	How Do Dinosaurs Say Goodbye?	04/01/2025	6.12
9660	CARDMEMBER SERVICE	MARCH 2025	2) I Can't Draw	04/01/2025	20.98
9660	CARDMEMBER SERVICE	MARCH 2025	Things We Hide From the Light	04/01/2025	9.06
9660	CARDMEMBER SERVICE	MARCH 2025	The Drifter	04/01/2025	24.73
9660	CARDMEMBER SERVICE	MARCH 2025	Tears in the Darkness	04/01/2025	13.86
9660	CARDMEMBER SERVICE	MARCH 2025	The Doomed Horse Soldiers of Bataan	04/01/2025	52.48
9660	CARDMEMBER SERVICE	MARCH 2025	Secrets and Spies	04/01/2025	12.71
9660	CARDMEMBER SERVICE	MARCH 2025	pro-grade acid brushes	04/01/2025	5.95
9660	CARDMEMBER SERVICE	MARCH 2025	Pitney Bowes - quarterly charge f/postage	04/01/2025	192.99
9660	CARDMEMBER SERVICE	MARCH 2025	36) 1.35" little mini chicks	04/01/2025	12.99
9660	CARDMEMBER SERVICE	MARCH 2025	Amazon Prime annual membership	04/01/2025	139.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Lib Health Insurance Funding	04/01/2025	6,000.00
12490	COLUMN SOFTWARE PBC	7FF24556-0409	Notice of Library Advisory Board Mtg - 4/17/25	04/07/2025	9.06
12067	Diode Communications	(SEC)000-0123-APR25	OpenPath f/Library	04/01/2025	33.20
3116	Hamm Glass, Inc.	5845	40) 18X24 plexiglass f/Story Walk	03/31/2025	600.00
4300	HOMETOWN LEASING	0051798789-APR25	Staff Copier - pymt #31	04/01/2025	328.49
4300	HOMETOWN LEASING	51797138-APR25	Library Public Copier - PMT #43	04/01/2025	164.42
7120	OVERDRIVE	CD0141925104846	Deposit on account f/ content credit	04/01/2025	4,000.00
7120	OVERDRIVE	CD0141925104846	Deposit on account f/ content credit	04/01/2025	1,000.00
11255	Reef Tectonics, Inc.	42111	Regular Aquarium Maintenance	03/22/2025	73.00
12137	Unite Private Networks LLC	SI-25-012951	Education Wide Area Network (inc reg & universal ser	04/01/2025	365.00
12137	Unite Private Networks LLC	SI-25-012951	Federal Regulatry Recovery	04/01/2025	1.42
12137	Unite Private Networks LLC	SI-25-012951	NE Universal Service	04/01/2025	25.47
12137	Unite Private Networks LLC	SI-25-012951	E-Rate FRN 2199037555 (monthly rate)	04/01/2025	313.51-
Total LIBRARY:					13,875.03
Total GENERAL FUND:					288,404.04
<b>STREET FUND</b>					
<b>STREET FUND</b>					
770	BARCO MUNICIPAL PRODUCTS	IN-251629	12)8ft dbl sided hi intensity t3b panel	04/03/2025	540.00
770	BARCO MUNICIPAL PRODUCTS	IN-251629	Shipping	04/03/2025	263.50
870	Beatrice Ready Mixed	1B 49034	1)Confrlm 5 gal @175.00	04/10/2025	175.00
870	Beatrice Ready Mixed	B1 726557	5.50cy)47B1S383500HW @192.50 (hospital prkwy)	04/09/2025	1,058.75
2800	Diamond T Truck and Trailer	250358	2)1710 Series Half RD u-Joint/split	03/06/2025	100.14
2800	Diamond T Truck and Trailer	250358	2)1710 Series Half RD u-Joint/split	03/06/2025	100.14
2800	Diamond T Truck and Trailer	250362	2)SC Manual Tarp Kit Dump Trk 10'x8" @1437.50/spli	03/07/2025	1,437.50
2800	Diamond T Truck and Trailer	250362	2)SC Manual Tarp Kit Dump Trk 10'x8" @1437.50/spli	03/07/2025	1,437.50
2800	Diamond T Truck and Trailer	250362	Freight/split	03/07/2025	215.64
2800	Diamond T Truck and Trailer	250362	Freight/split	03/07/2025	215.64
11372	Diamond Vogel Inc	550377666	180)Yellow Fed ACR Trf @15.50	04/02/2025	2,790.00
11372	Diamond Vogel Inc	550377666	340)White Fed ACR Trf @16.50	04/02/2025	5,610.00
11372	Diamond Vogel Inc	550377666	50)Red FED ACR Trf@18.50	04/02/2025	925.00
11372	Diamond Vogel Inc	550377666	15)Blue FED ACR TRF@19.50	04/02/2025	292.50
11372	Diamond Vogel Inc	550377666	6000lb) Beads, spcl 80% dual coat @.88/lb	04/02/2025	5,280.00
12591	Interstate Power Systems, Inc	R023062560:01	Labor-Field - Codes on dash	04/07/2025	506.25
12591	Interstate Power Systems, Inc	R023062560:01	Serve- DTS	04/07/2025	35.44
12591	Interstate Power Systems, Inc	R023062560:01	Service - shop supplies	04/07/2025	72.75
4670	JEO CONSULTING GROUP INC	160138	Amendment-Reconstruction Design Lincoln - 25th -27	04/10/2025	896.25
3052	Landmark Implement Inc	11877567	1)Fuel Filter @44.64	04/02/2025	44.64
3052	Landmark Implement Inc	11877567	1))Oil Filter @28.68	04/02/2025	28.68
3052	Landmark Implement Inc	11877567	1)Oil Filter @28.68	04/02/2025	28.68

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3052	Landmark Implement Inc	11877567	1)Oil Filter @20.72	04/02/2025	20.72
3052	Landmark Implement Inc	11878463	1)Primary Air Filter @53.38	04/03/2025	53.38
3052	Landmark Implement Inc	11878463	1)Filter Ele@46.96	04/03/2025	46.96
3052	Landmark Implement Inc	11878463	1)Filter Ele@32.52	04/03/2025	32.52
3052	Landmark Implement Inc	11878463	1)Oil Filter @20.72	04/03/2025	20.72
3052	Landmark Implement Inc	11880969	1)Female Flat Face Coupler @110.87	04/08/2025	110.87
5690	MEAD LUMBER AND RENTAL-BEATRI	11896096	4)5/16"x12-16/@21.55	04/08/2025	86.20
5690	MEAD LUMBER AND RENTAL-BEATRI	11896166	1)9x2 Bronze Star Screw @11.51	04/08/2025	11.51
5690	MEAD LUMBER AND RENTAL-BEATRI	11896166	1)9x3 Bronze Star Screw 5#@43.09	04/08/2025	43.09
5690	MEAD LUMBER AND RENTAL-BEATRI	11906519	4x8-7/16 OSB sheathing@15.08	04/10/2025	15.08
5690	MEAD LUMBER AND RENTAL-BEATRI	11906519	1)Hammer@31.67	04/10/2025	31.67
6430	NMC, INC	CUI1471544	1)SOS M/I 100@1728.01	04/02/2025	1,728.01
7060	O'REILLY AUTO PARTS	0749-463332	1)Oil Filter @54.32	04/02/2025	54.32
7060	O'REILLY AUTO PARTS	0749-463332	1)Oil Filter @54.32	04/02/2025	54.32
7060	O'REILLY AUTO PARTS	0749-463332	2)Oil Filter @15.59	04/02/2025	31.18
7060	O'REILLY AUTO PARTS	0749-463332	2)Oil Filter @15.59	04/02/2025	31.18
7060	O'REILLY AUTO PARTS	0749-463332	1)Oil Filter @32.31	04/02/2025	32.31
7060	O'REILLY AUTO PARTS	0749-463332	1)Oil Filter @32.31	04/02/2025	32.31
7060	O'REILLY AUTO PARTS	0749-463332	1)Oil Filter @18.60	04/02/2025	18.60
7060	O'REILLY AUTO PARTS	0749-463341	1)Cabin Filter @23.75	04/02/2025	23.75
7060	O'REILLY AUTO PARTS	0749-463427	1)Oil Filter @7.93	04/02/2025	7.93
7060	O'REILLY AUTO PARTS	0749-463635	1)OIL FILTER @21.11	04/03/2025	21.11
7060	O'REILLY AUTO PARTS	0749-463635	1)OIL FILTER @12.79	04/03/2025	12.79
7060	O'REILLY AUTO PARTS	0749-463635	2)Absorbent @16.93	04/03/2025	33.86
7060	O'REILLY AUTO PARTS	0749-463642	1)HD Cabin Air @20.39	04/03/2025	20.39
7060	O'REILLY AUTO PARTS	0749-463668	2)Battery @143.63	04/03/2025	287.26
7060	O'REILLY AUTO PARTS	0749-463668	core charge	04/03/2025	44.00
7060	O'REILLY AUTO PARTS	0749-463668	core exchange	04/03/2025	44.00
7640	PRIORITY PRINTING	124850	5000)Annual cleanup map@.14478	04/02/2025	723.90
8000	ROEHR'S MACHINERY INC.	IV88371	7)1/2" Hyd hose 8.98/ft	04/02/2025	62.86
8000	ROEHR'S MACHINERY INC.	IV88371	1)8G-8FFORX90L fitting@31.94	04/02/2025	31.94
8000	ROEHR'S MACHINERY INC.	IV88371	1)8G-8FFORX Hyd fitting@28.95	04/02/2025	28.95
8020	Rohr Excavating LLC	1741	40' of 12" Culvert @25.95	04/05/2025	1,038.00
8020	Rohr Excavating LLC	1741	Delivery	04/05/2025	100.00
12393	Rollins Inc	275291657	Pest Control Standard f/Street - Mar25	03/31/2025	65.00
12348	Surnali LLC	23086-S	Random Drug Test @85.00-street	04/03/2025	255.00
12348	Surnali LLC	23086-S	Random Drug Test @45.00-street	04/03/2025	45.00
12348	Surnali LLC	23086-S	Trip Fee	04/03/2025	5.00
12348	Surnali LLC	23086-S	Wait Time	04/03/2025	20.00
9260	TRACTOR SUPPLY	439909	2)Saft T Sorb Oil Dry @7.49	04/02/2025	14.98
9260	TRACTOR SUPPLY	734266	1)GW Sprayer 2gal 2pk @39.99	04/09/2025	39.99
9520	VAN DIEST SUPPLY CO.	207155	4cs) Altsoid XR Briquets 1x220@866.80/ea	04/10/2025	3,467.20

Total STREET FUND: 30,813.86

Total STREET FUND: 30,813.86

**CDBG Fund**

**CDBG-GRANTS**

12610	JASON AND JESSICA HARTIG	CDBG 23-DTR-002 #3	CDBG 23-DTR-002 - 14E Commercial Rehab	04/15/2025	35,625.00
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Total CDBG-GRANTS: 35,625.00

Total CDBG Fund: 35,625.00

**AIRPORT FUND**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>AIRPORT-GENERAL</b>					
11281	Black Hills Energy	2208569044-APR25	Airport Gas Service	04/09/2025	301.36
9650	CARDMEMBER SERVICE	1734	Registration f/NE Clas A/B UST Training - Vang	03/21/2025	150.00
9650	CARDMEMBER SERVICE	2431	2) 10" solid rubber tire	03/04/2025	19.98
9650	CARDMEMBER SERVICE	3403	rope f/flag pole	03/19/2025	28.84
9650	CARDMEMBER SERVICE	3403	funnel	03/19/2025	7.29
9650	CARDMEMBER SERVICE	5607	directTV monthly subscription	03/10/2025	45.49
9650	CARDMEMBER SERVICE	8906	quick link, pulley, coupling nuts f/flag pole	03/26/2025	46.97
9650	CARDMEMBER SERVICE	9368	trash bags	03/10/2025	28.19
9650	CARDMEMBER SERVICE	9368	wall clock	03/10/2025	22.06
2060	CITY SELF INSURED HEALTH PLAN	AIRPORT-APR25	Airport Health Insurance Funding	04/01/2025	6,000.00
5690	MEAD LUMBER AND RENTAL-BEATRI	11905106	supplies f/VOR calibration poles	04/10/2025	26.25
7060	O'REILLY AUTO PARTS	0749-465115	fuel hose, fuel filter f/mower	04/09/2025	10.15
7060	O'REILLY AUTO PARTS	0749-466254	1) 5-qt oil	04/14/2025	29.95
9850	UNIFIRST CORPORATION	1910083140	LAUNDRY MATS & SHOP TOWELS	04/07/2025	75.26
9760	Westlake Ace Hardware	10355332	bulk fasteners f/Lawnmower	04/01/2025	2.60
9760	Westlake Ace Hardware	10355336	Bulb f/weedeater	04/01/2025	3.15
9760	Westlake Ace Hardware	10355466	painters tape f/hangar	04/10/2025	8.99
9760	Westlake Ace Hardware	10355523	Blade f/brush trimmer	04/15/2025	23.39
Total AIRPORT-GENERAL:					6,829.92
<b>AIRPORT-CAPITAL IMPROVEMENTS</b>					
1080	ALFRED BENESCH AND COMPANY	24E-PROJ21	Reconstruct Taxiway C & Apron	03/23/2025	12,478.25
1080	ALFRED BENESCH AND COMPANY	7E-PROJ24	Design Phase f/T-Hangar, upgrade Taxilanes & recon	04/15/2025	16,860.17
1080	ALFRED BENESCH AND COMPANY	7E-PROJ24	Bidding Phase f/T-Hangar, upgrade Taxilanes & recon	04/15/2025	4,513.59
Total AIRPORT-CAPITAL IMPROVEMENTS:					33,852.01
Total AIRPORT FUND:					40,681.93
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
<b>BASWA</b>					
980	BEATRICE IRON AND METAL CO	104015	12) brake clean	04/02/2025	42.84
980	BEATRICE IRON AND METAL CO	104036	2) filter f/mower	04/02/2025	35.10
870	Beatrice Ready Mixed	B1 726108	2.0 cy) concrete	04/01/2025	391.00
3049	Beatrice Sand and Gravel	S1 203422	15.73 tn) 5/8 x 1/2 rock	04/07/2025	413.70
1350	BOARD OF PUBLIC WORKS	#1456.00-APR25	Engineering Services	04/01/2025	1,072.00
1350	BOARD OF PUBLIC WORKS	40154911-APR25	Security Lights f/Compost	04/04/2025	13.89
12095	Bomgaars Supply Inc	445534	6x8' creosote post, pipe tee, pipe nipple, ball valve	04/01/2025	57.76
12095	Bomgaars Supply Inc	445558	6x8' creosote post	04/01/2025	36.99
3119	Burns and McDonnell, Inc.	179739-1	Engineering Services f/Development of 1st Phase BA	03/28/2025	66,542.70
9650	CARDMEMBER SERVICE	8974	300) deposit slips	03/29/2025	123.24
2060	CITY SELF INSURED HEALTH PLAN	BASWA-APR25	BASWA Health Insurance Funding	04/01/2025	10,000.00
2080	CITY TREASURER	APRIL 2025	Legal Services	04/01/2025	447.00
2080	CITY TREASURER	APRIL 2025	Accounting Services	04/01/2025	2,615.00
2080	CITY TREASURER	APRIL 2025	Landfill Manager Salary	04/01/2025	1,548.00
2080	CITY TREASURER	APRIL 2025	Lease Payment	04/01/2025	6,273.00
2080	CITY TREASURER	APRIL 2025	Management Contract	04/01/2025	2,502.00
10370	DIODE TECHNOLOGIES LLC	14470	Internet Links	04/04/2025	1,821.47
3210	FARMERS COOPERATIVE	2267-MAR25	Labor - 1) tire repair	03/31/2025	25.00
3210	FARMERS COOPERATIVE	3010-MAR25	14.925 gal Super No Lead @ 2.76918	03/31/2025	41.33
3210	FARMERS COOPERATIVE	3010-MAR25	23.42 gal Super No Lead @ 2.769	03/31/2025	64.85
3210	FARMERS COOPERATIVE	3010-MAR25	15.88 gal Super E89	03/31/2025	50.01
12221	GB Auto Service Inc	511708924	Labor - 1) flat repair	04/01/2025	55.00
12221	GB Auto Service Inc	511708924	Labor - 1) tire mount	04/01/2025	145.00
12221	GB Auto Service Inc	511708944	Labor - 1) flat repair	04/02/2025	55.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12221	GB Auto Service Inc	511708944	Supplies - 1) tire	04/02/2025	354.50
12221	GB Auto Service Inc	511708944	Labor - 1) tire mount	04/02/2025	25.00
12221	GB Auto Service Inc	511709037	Labor - 2) flat repair	04/04/2025	110.00
12221	GB Auto Service Inc	511709049	Labor - 2) flat repair	04/07/2025	44.00
12592	GENESIS CONTRACTING GROUP LLC	PMT 3	Site Entrance Facility	04/10/2025	147,749.76
12505	HARD ROCK QUARRIES LLC	5759	45.91 tn) 1 1/2" crushed rock	04/07/2025	941.16
12591	Interstate Power Systems, Inc	R023062500.01	Labor - PMI f/755	04/08/2025	1,822.50
12591	Interstate Power Systems, Inc	R023062500.01	Misc Charges	04/08/2025	396.68
12591	Interstate Power Systems, Inc	R023062528.01	Labor - R&R fuel, air filters f/963D	04/12/2025	1,575.00
12591	Interstate Power Systems, Inc	R023062528.01	Misc Charges	04/12/2025	336.58
3880	JOHN A GARCIA	707986	4) soap f/power washer	04/08/2025	90.00
5810	MIDWEST LABORATORIES INC	1228815	Shipping f/test kits	04/02/2025	18.00
5810	MIDWEST LABORATORIES INC	1228816	Shipping f/test kits	04/02/2025	18.00
6640	Nebraska Dept. Environment and Energy	52541	1st qtr tipping fee @ LF - 8,075.08 Tons	04/09/2025	10,093.85
6430	NMC, INC	CUI1472405	6) filter asy, 2) prim element, 2) sec element, 2) filter-r	04/04/2025	702.93
6430	NMC, INC	CUI1473333	element sep, fuel element, element asy f/924K	04/08/2025	217.53
6820	NORRIS PUBLIC POWER DISTRICT	304097500-MAR25	Energy Charge f/LF	04/04/2025	2,865.44
6820	NORRIS PUBLIC POWER DISTRICT	304098500-MAR25	Electric charge f/Compost Site	04/04/2025	249.88
11729	Nutrien Ag Solutions	56485914	4) gaskets	04/02/2025	10.00
7060	O'REILLY AUTO PARTS	0749-456898	2) air filter f/scrapper	03/05/2025	94.68
12611	PINPOINT COMMUNICATIONS	0155014763-MAY25	Fiber Optic Installation	04/17/2025	13,818.10
12594	PRUSS EXCAVATION CO	PMT 3	Phase 1S Construction	04/15/2025	1,107,455.31
12393	Rollins Inc	276633040	Pest Control Standard - April 2025	04/09/2025	75.00
8260	SAPP BROTHERS	IN4717053	61.3 gal DEF @ 2.004446	04/04/2025	122.87
8260	SAPP BROTHERS	IN4717053	60.0 gal Ameriguard Univ Tractor Fluid @ 11.50	04/04/2025	690.00
12348	Surnali LLC	23086	Random Drug Test - McAllister	04/08/2025	85.00
9260	TRACTOR SUPPLY	733487	9) 3/8 chain	04/02/2025	47.61
11450	TSYS Merchant Solutions	11573762-MAR25	monthly credit card fees	03/31/2025	948.82
11418	VISA	20081-B-MAR25	Registration f/NE Great Plains Conf - Moore	04/02/2025	275.00
9730	WALKER UNIFORM RENTAL	1399763	UNIFORM SERVICE	04/03/2025	55.77
9730	WALKER UNIFORM RENTAL	1401016	UNIFORM SERVICE	04/10/2025	62.06
9920	WINDSTREAM	090048686-APR25	Landfill Telephone Service	04/14/2025	137.42
Total BASWA:					1,385,860.33
Total BEATRICE AREA SOLID WASTE AGNC:					1,385,860.33

**CAPITAL IMP FUND**

**CAPITAL IMPROVEMENTS-GENERAL**

12609	ABC ABATEMENT COMPANY	2621	Asbestos abatement f/Paddock School	04/02/2025	38,000.00
12609	ABC ABATEMENT COMPANY	2622	Asbestos abatement f/Lincoln School	04/02/2025	22,500.00
840	BEATRICE AREA SOLID WASTE AGNC	236-MAR25	Lincoln School - asbestos	03/31/2025	1,437.00
840	BEATRICE AREA SOLID WASTE AGNC	236-MAR25	Paddock School - asbestos	03/31/2025	2,065.00
11281	Black Hills Energy	2208569044-APR25	credit - gas service - 201 Cedar - November 24	04/09/2025	18.29
11281	Black Hills Energy	2208569044-APR25	credit - gas service - 201 Cedar - October 24	04/09/2025	42.20
9650	CARDMEMBER SERVICE	2189-FY25	power cord, USB charger block, charger cable	03/11/2025	161.19
9650	CARDMEMBER SERVICE	6552	2) Cisco Meraki POE	03/10/2025	267.30
9650	CARDMEMBER SERVICE	9310	2) power distribution unit f/FD servers	03/11/2025	148.35
9650	CARDMEMBER SERVICE	9454-FY25	3) Cisco Meraki POE	03/10/2025	1,139.70
10370	DIODE TECHNOLOGIES LLC	14217	Removed old wiring/Installed new f/PD cubicles	01/29/2025	2,390.70
4670	JEO CONSULTING GROUP INC	159202	Residential Development f/Lincoln Site - Traffic Memo	03/06/2025	3,645.00
4670	JEO CONSULTING GROUP INC	159202	Residential Development f/Lincoln Site - Final Plat/Fi	03/06/2025	3,618.75
4670	JEO CONSULTING GROUP INC	159202	Residential Development f/Lincoln Site - SWPPP & P	03/06/2025	3,768.75
4670	JEO CONSULTING GROUP INC	159202	Change order - Residitional Dev. f/Lincoln Site - SWP	03/06/2025	398.75
4670	JEO CONSULTING GROUP INC	160008	Residential Development f/Lincoln Site - Final Plat/Fi	04/04/2025	1,950.00
4670	JEO CONSULTING GROUP INC	160008	Reimbursable expense	04/04/2025	61.26
4670	JEO CONSULTING GROUP INC	160008	Residential Development f/Lincoln Site - SWPPP & P	04/04/2025	1,478.75

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4670	JEO CONSULTING GROUP INC	160008	Residential Development f/Lincoln Site - Bidding & N	04/04/2025	335.00
4670	JEO CONSULTING GROUP INC	160008	Change order - Residitional Dev. f/Lincoln Site - SWP	04/04/2025	36.25
4670	JEO CONSULTING GROUP INC	160009	Residential Development f/Paddock Site - Final Plat/F	04/04/2025	5,802.50
4670	JEO CONSULTING GROUP INC	160009	Reimbursable expense	04/04/2025	61.26
4670	JEO CONSULTING GROUP INC	160009	Residential Development f/Paddock Site - SWPPP &	04/04/2025	2,211.25
4670	JEO CONSULTING GROUP INC	160009	Residential Development f/Paddock Site - Bidding &	04/04/2025	312.50
4670	JEO CONSULTING GROUP INC	160009	Change order - Residitional Dev. f/Paddock Site - SW	04/04/2025	36.25
Total CAPITAL IMPROVEMENTS-GENERAL:					91,765.02
<b>CAPITAL IMPROVEMENTS-PSDS</b>					
9650	CARDMEMBER SERVICE	3570-FY25	warranty replacement f/iPad	03/21/2025	10.74
9650	CARDMEMBER SERVICE	5327	3) Apple pencil pro	03/28/2025	357.00
Total CAPITAL IMPROVEMENTS-PSDS:					367.74
Total CAPITAL IMP FUND:					92,132.76
<b>ECONOMIC DEVELOPMENT FUND</b>					
11281	Black Hills Energy	6814678989-APR25	GAS SERVICE - Kensington - April 2025	04/14/2025	154.64
3580	Gage Area Growth-NGage	APRIL 2025	Qtrly Economic Development Support	04/01/2025	34,296.82
Total :					34,451.46
Total ECONOMIC DEVELOPMENT FUND:					34,451.46
<b>SANITATION FUND</b>					
12612	MAY, DEVIN	REFUND	Refund f/rolloff	04/16/2025	240.00
Total :					240.00
840	BEATRICE AREA SOLID WASTE AGNC	480-MAR25	Tonnage Fees - March 2025	03/31/2025	55,364.86
980	BEATRICE IRON AND METAL CO	103637	Labor - R&R windshield	03/20/2025	75.00
980	BEATRICE IRON AND METAL CO	103637	Supplies - windshield, urthane	03/20/2025	212.50
980	BEATRICE IRON AND METAL CO	104004	Labor - R&R windshield	04/01/2025	60.00
980	BEATRICE IRON AND METAL CO	104004	Supplies - windshield	04/01/2025	175.00
11281	Black Hills Energy	3806703634-APR25	GAS SERVICE - MARS - April 2025	04/14/2025	332.72
1270	BLUE VALLEY DOOR CO. INC	44123	3) remote	04/03/2025	135.00
1270	BLUE VALLEY DOOR CO. INC	44171	2) garage door opener	04/08/2025	90.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2025	Sanitation Health Insurance	04/01/2025	28,000.00
2080	CITY TREASURER	SANITATION-APR25	Accounting Services	04/01/2025	5,239.00
2080	CITY TREASURER	W-O MARS-APR25	W-O MARS bad debt - send to CA	04/15/2025	2,438.42
2080	CITY TREASURER	W-O MARS-APR25	W-O MARS bad debt - uncollectible	04/15/2025	714.31
2440	CORNHUSKER INTERNATIONAL	3403099	accelerator pedal	03/07/2025	595.86
3210	FARMERS COOPERATIVE	2267-MAR25	Labor - service call	03/31/2025	75.00
3210	FARMERS COOPERATIVE	2267-MAR25	Supplies - 2) used tire	03/31/2025	156.00
3210	FARMERS COOPERATIVE	2267-MAR25	Labor - service call	03/31/2025	150.00
3210	FARMERS COOPERATIVE	2267-MAR25	Supplies - 1) used tire	03/31/2025	131.00
3210	FARMERS COOPERATIVE	44577-MAR25	32.248 gal Clear Diesel @ 3.389	03/31/2025	105.90
3210	FARMERS COOPERATIVE	44577-MAR25	27.375 gal Clear Diesel @ 3.299	03/31/2025	90.31
3210	FARMERS COOPERATIVE	44577-MAR25	27.37 gal Super E89 @ 3.199	03/31/2025	87.56
3210	FARMERS COOPERATIVE	44577-MAR25	Labor - 2) tire repair	03/31/2025	130.00
3210	FARMERS COOPERATIVE	44577-MAR25	Labor - 1) tire repair	03/31/2025	25.00
3210	FARMERS COOPERATIVE	44577-MAR25	Supplies - 6) tire	03/31/2025	4,760.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3210	FARMERS COOPERATIVE	44577-MAR25	Supplies - 8) tire	03/31/2025	6,744.00
3210	FARMERS COOPERATIVE	44577-MAR25	Supplies - 4) tire	03/31/2025	3,228.00
3210	FARMERS COOPERATIVE	44577-MAR25	30.874 gal Super No Lead @ 2.899	03/31/2025	89.50
3210	FARMERS COOPERATIVE	44577-MAR25	Supplies - 2) tire	03/31/2025	556.00
3210	FARMERS COOPERATIVE	44577-MAR25	44.731 gal Clear Diesel @ 3.299	03/31/2025	147.57
12300	Klecans Diverse Service LLC	571	Labor - R&R brake shoes, drums	04/10/2025	750.00
12300	Klecans Diverse Service LLC	571	Labor - grease chassis	04/10/2025	125.00
12300	Klecans Diverse Service LLC	571	Labor - transmission leak	04/10/2025	125.00
12123	Mid-iowa Solid Waste Equipment Co., In	0062996-IN	Labor - 438.0 miles f/baler repair	03/31/2025	569.40
12123	Mid-iowa Solid Waste Equipment Co., In	0062996-IN	Labor - 7.0 hours travel f/baler repair	03/31/2025	525.00
12123	Mid-iowa Solid Waste Equipment Co., In	0062996-IN	Labor - R&R rear guide shoes f/baler	03/31/2025	280.50
12123	Mid-iowa Solid Waste Equipment Co., In	0062996-IN	Supplies - shim side block f/baler	03/31/2025	16.64
7060	O'REILLY AUTO PARTS	0749-456572	tablet mount, air freshener	03/04/2025	43.98
7060	O'REILLY AUTO PARTS	0749-456624	6) glass cleaner	03/04/2025	35.94
7060	O'REILLY AUTO PARTS	0749-456624	1) silicone	03/04/2025	10.99
7060	O'REILLY AUTO PARTS	0749-456624	power cord	03/04/2025	24.99
7060	O'REILLY AUTO PARTS	0749-459997	3) muffler clamp	03/18/2025	22.89
7060	O'REILLY AUTO PARTS	0749-464668	1-qt transmission fluid	04/08/2025	11.49
11311	Paymentech	5707000-MAR25	Monthly CC Fees - Sanitation	03/31/2025	548.06
3011	RDO Truck Center Co	117346L	control rod	02/07/2025	30.23
12460	Refuse Inc.	2141	3) single valve	04/03/2025	323.89
12393	Rollins Inc	276633039	Pest Control Standard f/MARS - April 2025	04/09/2025	75.00
8260	SAPP BROTHERS	IN4713828	750.0 gal #2 Clear Summer Diesel @ 2.973988	04/02/2025	2,230.50
8260	SAPP BROTHERS	IN4715575	500.0 gal #2 Clear Summer Diesel @ 2.974008	04/04/2025	1,487.00
8260	SAPP BROTHERS	IN4720786	820.0 gal #2 Clear Summer Diesel @ 2.974006	04/11/2025	2,438.68
12348	Sumali LLC	23086	Pre-employment drug testing - Colgrove	04/08/2025	85.00
12348	Sumali LLC	23086	Random Drug Test - Izer	04/08/2025	85.00
9260	TRACTOR SUPPLY	441107	2) pvc air hose	04/14/2025	39.98
11678	Truck Center Companies	XA108172170.01	2) filter, 1) air filter	04/07/2025	121.23
11678	Truck Center Companies	XA108172171.01	lube filter	04/07/2025	43.26
11678	Truck Center Companies	XA108172171.01	radio	04/07/2025	352.09
11678	Truck Center Companies	XA108172187.01	Fuel solenoid kit	04/08/2025	865.77
11678	Truck Center Companies	XA108172460.01	credit - return fuel solenoid kit	04/08/2025	865.77-
11678	Truck Center Companies	XA108172461.01	Fuel solenoid kit	04/08/2025	865.77
11678	Truck Center Companies	XA108172462.01	credit - return check valve	04/08/2025	139.95-
11678	Truck Center Companies	XA108172618.01	6) brake drum, 6) wheel kit	04/09/2025	1,555.82
11678	Truck Center Companies	XA108172781.01	credit - return fuel shutoff valve	04/10/2025	789.06-
11418	VISA	20081-M-MARS25	5) swivel caster wheels f/dumpster	04/02/2025	149.95
11418	VISA	20081-M-MARS25	4) work glove	04/02/2025	39.96
11418	VISA	20081-M-MARS25	3) air freshener	04/02/2025	56.91
11418	VISA	20081-M-MARS25	tablet holder	04/02/2025	18.99
11418	VISA	20081-M-MARS25	2) work glove	04/02/2025	43.98
11418	VISA	20081-M-MARS25	5) hi-vis shirt, xl	04/02/2025	61.98
11418	VISA	20081-M-MARS25	2) hi-vis hoodie, 2xl	04/02/2025	89.72
11418	VISA	20081-M-MARS25	1) hi-vis sweatshirt	04/02/2025	34.99
11312	Xpress Bill Pay	INV-XPR022272	Monthly CC Fees - Sanitation	03/31/2025	269.99
Total :					122,569.30
Total SANITATION FUND:					122,809.30
Grand Totals:					2,030,778.68

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
--------	-------------	----------------	-------------	--------------	--------------------

Dated: 4-21-25

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER  
Beatrice Area Solid Waste Agency  
400 Ella Stree  
Beatrice, NE 68310

PROJECT: BASWA South MSW  
Landfill Phase 1S

FROM CONTRACTOR

Pruss Excavation  
648 A Road  
Dodge, NE 68633

VIA ENGINEER

Burns & McDonnell  
6909 S. Lyncrest Place, Suite 120  
Sioux Falls, SD 57108

CONTRACT FOR: BASWA South MSW Landfill Phase 1S

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

APPLICATION NO: 3

PERIOD TO: 4/11/2025

PROJECT NO: 172420

CONTRACT DATE: 12/16/2024

Distribution to:

<input type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	SUBCONTRACTOR

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	6,220,800.00
2. Net change by Change Orders	\$	
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	6,220,800.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,842,841.30
5. RETAINAGE:		
a. 10% of Completed Work (Column D + E on G703)	\$	184,284.13
b. % of Stored Material (Column F on G703)	\$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	184,284.13
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	1,658,557.17
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	551,101.86
8. CURRENT PAYMENT DUE	\$	1,107,455.31
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	4,562,242.83

CONTRACTOR: Pruss Excavation Co.

By: [Signature] Matt Pruss Date: 4/14/2025

State of: WYOMING County of: WYOMING  
Subscribed and sworn to before me this 14 day of APRIL, 2025  
Notary Public: Nancy Dvorak  
My Commission expires: 1/4/2028



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 1,107,455.31

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: [Signature] Date: 4/15/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

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# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 4/14/25

PERIOD TO: 4/11/2025

OWNER'S PROJECT NO: 172420

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	MOBILIZATION	\$439,000.00	\$241,450.00			\$241,450.00	55.00%	\$197,550.00	\$24,145.00
2	CONSTRUCTION STAKING	\$65,000.00	\$22,750.00			\$22,750.00	35.00%	\$42,250.00	\$2,275.00
3	TEMP CROSSINGS & WATER MANAGEMEN	\$20,000.00	\$10,000.00			\$10,000.00	50.00%	\$10,000.00	\$1,000.00
4	CLEARING & GRUBBING	\$45,000.00	\$45,000.00			\$45,000.00	100.00%	\$0.00	\$4,500.00
5	TOPSOIL	\$168,000.00	\$142,800.00			\$142,800.00	85.00%	\$25,200.00	\$14,280.00
6	EXCAVATION	\$990,000.00	\$49,500.00	\$792,000.00		\$841,500.00	85.00%	\$148,500.00	\$84,150.00
7	EMBANKMENT	\$43,453.00	\$2,172.65	\$13,035.90		\$15,208.55	35.00%	\$28,244.45	\$1,520.86
8	UNSUITABLES	\$70,000.00							
9	6' CHAIN-LINK FENCE	\$30,855.00							
10	REMOVE FENCE	\$3,500.00	\$3,500.00			\$3,500.00	100.00%	\$0.00	\$350.00
11	24" SEDIMENT POND RISER & PIPE	\$41,000.00							
12	24" CULVERTS	\$59,000.00							
13	36" CULVERTS	\$88,000.00							
14	60" CULVERTS	\$194,000.00							
15	RIPRAP	\$158,000.00							
16	NEW BARB WIRE FENCE	\$20,500.00							
17	WELL ABANDONMENT	\$6,900.00		\$5,520.00		\$5,520.00	80.00%	\$1,380.00	\$552.00
18	SUBGRADE PREP	\$57,000.00							
19	60 MIL HDPE LINER	\$225,000.00		\$140,027.50		\$140,027.50	62.23%	\$84,972.50	\$14,002.75
20	GCL	\$291,500.00		\$207,382.50		\$207,382.50	71.14%	\$84,117.50	\$20,738.25
21	GEOCOMPOSITE	\$247,000.00							
22	CONFORMANCE TESTING	\$29,000.00							
23	FRENCH DRAIN	\$264,000.00							
24	LEACHATE COLLECTION SYSTEM	\$197,000.00							
25	LIFT STATION	\$1,167,600.00							
26	LEACHATE FORCE MAIN & RETURN	\$395,000.00							
27	18" PROTECTIVE COVER	\$93,000.00							
28	18" DRAINAGE SAND	\$49,000.00							
29	LANDFILL LIMIT MARKER POST	\$7,500.00							
30	SIGNS & BOLLARDS	\$6,800.00							
31	ELECTRICIAL	\$77,874.00							
32	80 MIL HDPE LINER	\$56,175.00		\$38,317.50		\$38,317.50	68.21%	\$17,857.50	\$3,831.75
33	GCL	\$50,120.00		\$34,222.50		\$34,222.50	68.28%	\$15,897.50	\$3,422.25
34	SUBGRADE PREP	\$7,500.00							

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35	AERATORS	\$24,800.00							
36	CHAIN LINK FENCE & GATES	\$34,763.00							
37	SIGNS & BOLLARDS	\$3,200.00							
38	ROADS	\$317,000.00							
39	SILT FENCE	\$37,317.00	\$27,987.75			\$27,987.75	75.00%	\$9,329.25	\$2,798.78
40	SEEDING	\$51,700.00							
41	ECB	\$21,568.00							
42	BOND	\$67,175.00	\$67,175.00			\$67,175.00	100.00%	\$0.00	\$6,717.50
	<b>GRAND TOTALS</b>	<b>\$6,220,800.00</b>	<b>\$612,335.40</b>	<b>\$1,230,505.90</b>	<b>0</b>	<b>\$1,842,841.30</b>	<b>30%</b>	<b>\$665,298.70</b>	<b>\$184,284.13</b>

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



# INVOICE

## APPLICATION AND CERTIFICATION FOR PAYMENT

**PROJECT: Beatrice South Landfill Phase 1S**

**TO CUSTOMER:**

Pruss Excavation Co.  
648 A Road  
Dodge, NE 68633

**FROM CONTRACTOR:**

Clean Air And Water Systems LLC  
1323 Poplar Dr.  
Waukesha, WI 53188

APPLICATION NO: 1  
BILLED THROUGH: 3/31/2025  
APPLICATION DATE: 3/31/2025  
PAYMENT DUE BY: 4/30/2025  
SUBCONTRACT #: N/A  
CONTRACT DATE: 1/8/2025  
CAAWS PROJECT #: 25012

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR
- CONSTRUCTION MANAGER
- ENGINEER
- CONSTRUCTION MANAGER

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, Schedule of Values, is attached.

1. ORIGINAL CONTRACT .....	\$	791,392.50
2. Net change by Change Orders .....	\$	-
3. CONTRACT SUM TO DATE (Line 1 ± 2) .....	\$	791,392.50
4. TOTAL COMPLETED & STORED TO DATE .....	\$	419,950.00
(Column G on Schedule of Values)		
5. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Column D on Schedule of Values) .....	\$	-
<b>6. CURRENT PAYMENT DUE .....</b>	<b>\$</b>	<b>419,950.00</b>
7. BALANCE TO FINISH .....	\$	371,442.50
(Line 3 less Line 5 & 6)		

By signing below, the Contractor certifies that to the best of their knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Invoicee, and that current payment shown herein is now due.

CONTRACTOR:



1323 Poplar Dr.  
Waukesha, WI 53188  
(262) 965-4366 Office  
(262) 682-0142 Office Direct  
(262) 804-7778 Cell  
Federal ID Number: 35-2221968

By: Matthew S. Sondrol

Date: Mon, Mar 31, 2025

Sign:

### CAAWS's APPLICATION AND CERTIFICATE FOR PAYMENT NOTES:

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$ -	\$ -
Total approved this Month	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

**NET 30 DAYS**

**REMIT TO: Clean Air And Water Systems LLC - 1323 Poplar Dr. Waukesha, WI 53188**

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# INVOICE

## CONTINUATION SHEET

### SCHEDULE OF VALUES

APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts in unit price are stated to the nearest hundred thousandths of a dollar and totals are stated to the nearest hundredths of a dollar.

PROJECT: Beatrice South Landfill Phase 1S

APPLICATION NO: 1  
 BILLED THROUGH: 3/31/2025  
 APPLICATION DATE: 3/31/2025  
 PAYMENT DUE BY: 4/30/2025  
 CAAWS PROJECT #: 25012

A ITEM NO.	B DESCRIPTION OF WORK	UNIT	EST QTY	QTY TO DATE	UNIT PRICE	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	H BALANCE TO FINISH (C - G)
							FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
1	<b>MATERIALS</b>					\$ -	\$ -	\$ -	\$ -	\$ -		
2	Cell GCL	SF	354,500	354,500	\$ 0.585	\$ 207,382.50	\$ -	\$ 207,382.50	\$ -	\$ 207,382.50	100.00%	
3	Cell HDPE	SF	354,500	354,500	\$ 0.395	\$ 140,027.50	\$ -	\$ 140,027.50	\$ -	\$ 140,027.50	100.00%	
4	Cell Gecomposite	SF	354,500		\$ 0.465	\$ 164,842.50	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 164,842.50
5	Pond GCL	SF	58,500	58,500	\$ 0.585	\$ 34,222.50	\$ -	\$ 34,222.50	\$ -	\$ 34,222.50	100.00%	
6	Pond HDPE	SF	58,500	58,500	\$ 0.655	\$ 38,317.50	\$ -	\$ 38,317.50	\$ -	\$ 38,317.50	100.00%	
7	4 oz Geotextile	SF	54,000		\$ 0.13	\$ 7,020.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 7,020.00
8												
9	<b>INSTALLATION</b>											
10	Mobilization	EA	1		\$ 6,350.00	\$ 6,350.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 6,350.00
11	Cell GCL	SF	354,500		\$ 0.130	\$ 46,085.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 46,085.00
12	Cell HDPE	SF	354,500		\$ 0.150	\$ 53,175.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 53,175.00
13	Cell Gecomposite	SF	354,500		\$ 0.140	\$ 49,630.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 49,630.00
14	Pond GCL	SF	58,500		\$ 0.160	\$ 9,360.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 9,360.00
15	Pond HDPE	SF	58,500		\$ 0.180	\$ 10,530.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 10,530.00
16	Conformance Testing	LS	1		\$ 19,500.00	\$ 19,500.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 19,500.00
17	Destructive Seam Testing	EA	45		\$ 110.00	\$ 4,950.00	\$ -	\$ -	\$ -	\$ -	0.00%	\$ 4,950.00
18						\$ -	\$ -	\$ -	\$ -	\$ -		
19						\$ -	\$ -	\$ -	\$ -	\$ -		
20						\$ -	\$ -	\$ -	\$ -	\$ -		
GRAND TOTALS						\$ 791,392.50	\$ -	\$ 419,950.00	\$ -	\$ 419,950.00	53.06%	\$ 371,442.50

(32)

**UNCONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT.  
(For subcontractors and suppliers)**

The undersigned will be paid a progress payment(s) in the sum of \$419,950.00 For Pay App 1 for liner and GCL materials furnished to Pruss Excavation Co. for the project known as BASWA South MSW Landfill Phase 1S and does hereby waiver and release any and all Construction or Mechanic's Lien, any right or claim arising out of a state or federal statutory bond, whether payment or performance, any claim for additional payments as a consequence of such labor, services, equipment and/or materials for any reason whatsoever, including without limitation for changed, extra or delayed work with respect to the Project and any other claims or rights that the undersigned has or may have on the Project to the following extent:

This release covers a progress payment for all labor, services, equipment or materials furnished through March 31, 2025 only and does not cover or release any claim for any retention or items furnished after said date.

The undersigned warrants and represents that he/it either (a) has already paid or (b) will use the monies he/it receives from this progress payment to promptly pay in full all of his/its laborers, subcontractors, material men and suppliers for all work, materials, equipment or services provided for or to the above referenced project up through the date of this waiver and release as expressly stated above.

**"SUBCONTRACTOR/SUPPLIER":**

Clean Air and Water Systems, LLC (caaw)

Subcontractor/Supplier Name

*Matt Sondral*

Authorized Signature

Matt Sondral - Member

Authorized Name and Title

**NOTARIZED:**

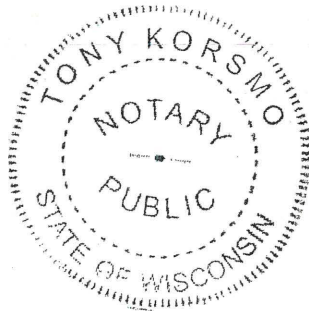
STATE OF Wisconsin §

COUNTY OF Waushara §

This instrument was acknowledged before me on the 15<sup>th</sup> day of 2025,  
by Matt Sondral as  
member of  
"Subcontractor/Supplier" on behalf of said  
entity.

*Tony Korsmo*  
Notary Signature

Commission Expires: 12/05/2025





**STAKE  
YOUR  
CLAIM**

**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

April 18, 2025

City of Beatrice  
Attn: Mr. Bob Morgan, Mayor  
400 Ella St.  
Beatrice, NE 68310

RE: Recommendations for Award of Contract - Froberry Park Playground Equipment

Dear Mayor and Council:

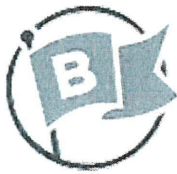
Bids were received on April 18, 2025, at 10:00 a.m. for the above referenced project. This letter is prepared to summarize the bids received and provide recommendations for awarding the bid for this project. A bid tabulation has been prepared and is attached for your reference.

A total of two (2) bids were submitted for this project and my recommendation is to award the Froberry Playground Park Playground project to Play-Pro Recreation LLC out of Des Moines, Iowa, in the amount \$167,162.00

Sincerely,

Mark Pethoud  
Public Properties Director





STAKE  
YOUR  
CLAIM

**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

APPLICATION FOR BEATRICE PLUS FUNDING

Date Submitted: 2-7-2025

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$ 10,000<sup>000</sup> / 100
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

*WE HAVE ASKED THE CITY TO IMPROVE THE VIEWING AREA AROUND THE COURTS - CITY FORWARD HAS DRAWN PLANS, FOR FAY AREA, SEATING & SPACE. THESE FUNDS WOULD BE USED TO RESET BUDGETED MONEY FROM THE PARKS DEPT TO COMPLETE THE PROJECT.*

3. Request submitted by: (Name of Organization/Individual)

Contact Name: BARBARA JOHNSON  
 Organization: BEATRICE PICKLEBALL ASSOCIATION  
 Address: 108 REGENCY DR  
 City, State, Zip Code: BEATRICE NE  
 Phone Number(s): 402-223-0474 Home called 3/31 Work x will be there

4. Number of Individuals, families or groups this project would benefit (if any).

*THREE ARE APPROX. 130 MEMBERS / ABOUT 90 FAMILIES / ADDING IN THE PLAYERS FROM SURROUNDING TOWNS & THE KIDS THAT ARE TAKING CLASSES THE OVERALL USE IS PROBABLY NEAR 300*

5. List other sources of funding you have requested or have for this project (if any).

*THIS GROUP IS USING SOME OF IT OWN FUNDS / ARE IN THE PROCESS OF APPLYING FOR THE EXTRACT "ROCK" GRANT*

Name of Organization/Individual: BEATRICE PICKLEBALL ASSOCIATION

Signature of Representative: Joni Swahn / President BPA Dated: 2-7-25



**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

**APPLICATION FOR BEATRICE PLUS FUNDING**

Date Submitted: March 31, 2025

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$4,500.00
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

The funds will be used to purchase new trash receptacles and concrete pads at Evergreen Home Cemetery and the Beatrice Cemetery (Scott Street). The current receptacles are blue and/or white PVC barrels. Replacement will improve the aesthetics of the cemetery. See attached for additional information.

3. Request submitted by: (Name of Organization/Individual)

Contact Name:	<u>Janet A. Byars</u>
Organization:	<u>Friends of the Beatrice Cemetery Association</u>
Address:	<u>408 N. 33th Street</u>
City, State, Zip Code:	<u>Beatrice, NE 68310</u>
Phone Number(s):	<u>402-223-4439 -LM 4/1   N/A</u>
	<u>Home</u> <span style="margin-left: 150px;"><u>Work</u></span>

4. Number of Individuals, families or groups this project would benefit (if any).  
Approximately 2,500 individuals or families visit for graveside services. Other visitors are estimated @ 15,000 - 20,000.
5. List other sources of funding you have requested or have for this project (if any).  
We have requested \$2,500 from the Gage County Foundation. We are also accepting private donations.

Name of Organization/Individual: Friends of the Beatrice Cemetery Association

Signature of Representative: *Janet A. Byars* Dated: March 31, 2025

The Friends of the Beatrice Cemetery Association is a newly-formed 501(c)3 organization that was established with the purpose of supporting the Beatrice Cemetery Association that oversees the Beatrice Cemetery (Scott Street) and Evergreen Home Cemetery. We received our designation on January 7, 2025.

The purpose of the Friends of the Beatrice Cemetery Association is to receive and administer funds for educational, historical presentations and tours, restoration and replacement of monuments, cemetery enhancements, familial research, etc.

The Beatrice Cemetery was founded in the Spring of 1857 and has 1,418 burials recorded. Evergreen Home Cemetery was established on April 22, 1887, and has 17,170 burials recorded. Both cemeteries are significant to Beatrice's rich history.

Currently, the trash receptacles need to be replaced as they are blue and/or white PVC barrels that are chained to trees to prevent vandalism. The Friends of the Beatrice Cemetery Association is raising funds to replace the receptacles and mount them on a concrete base. The final determination of what type of receptacle and base will be made by the Beatrice Cemetery Association. The cost of the project is estimated to be 40 receptacles x \$175/receptacle and base for a project total of \$7,000.

The Beatrice Cemetery Association's staff will help with the installation of the trash receptacles and pads.

The desire of the Beatrice Cemetery Association and the Friends of the Beatrice Cemetery Association is to improve the aesthetics of the cemeteries. The cemeteries are one of the most visited locations in the City of Beatrice and it is a reflection of community pride when our cemeteries are well taken care of.

There are no administrative fees associated with the Friends of the Beatrice Cemetery Association. All board members are volunteers. Current board members are: Janet Byars, Marilyn Coffin, Mitch Deines, Chad Kleveland, Aaron Nielsen, Laureen Riedesel, and Jerry Shelton.



**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

**APPLICATION FOR BEATRICE PLUS FUNDING**

Date Submitted: April 3, 2025

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$ 2,000
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

It will be applied to the Carnegie Building renovation/restoration wood and marble flooring project totaling \$22,893. Wood flooring costs: \$15,628 as follows:  
City share (south room): \$5,256. Carnegie Center share (east side): \$5,788 for the wood plus \$4,584 for repair and installation.

3. Request submitted by: (Name of Organization/Individual)

Contact Name:	<u>Cheryl Wirth, President</u>	
Organization:	<u>Carnegie Center, Inc. (218 N. 5th St.)</u>	
Address:	<u>301 S. 6th St. Suite 12a</u>	
City, State, Zip Code:	<u>Beatrice, NE 68310</u>	
Phone Number(s):	<u>402-520-2707</u>	<u>402-228-1587</u>
	<i>Home - called 4/3 also told Laureen 4/3</i>	<i>Work</i>

4. Number of Individuals, families or groups this project would benefit (if any).  
Beatrice area community and visitors from all over the country
5. List other sources of funding you have requested or have for this project (if any).  
Gage County Visitor Committee funds, Big Give Gage

Name of Organization/Individual: Carnegie Center, Inc.

Signature of Representative:  Dated: April 4, 2025

## Background Information

Restoring or replacing the original wood floors on the east side of the rotunda was part of the 2012 renovation plan that was changed to carpeting to match the rest of the flooring. After completing other major restoration projects such as the building and installation of a rebuilt electrolier light fixture, the wood floor restoration became the next priority. This changed to a focus on the marble areas in the rotunda and entryway at the request of the Public Properties Dept. since these cracked floors had become difficult to clean and maintain. Private funds of \$5,265 were raised through Big Give Gage and spent to bring marble experts from Story City, Iowa to repair and restore the rotunda floor and entrance stairway. However, the need to also repair the marble wainscot walls in the entrance became evident, costing an additional estimated \$2,000. This work was scheduled in February 2025, but frigidly cold temperatures high-jacked this plan. The cold weather also created a water leak problem in the south room affecting the floor that now has to be replaced. This put the wood floor replacement project front and center. Matching wood flooring from Canada has been ordered for both the south room and the east side of the building at a total cost of \$15,628. The City of Beatrice is covering the entire \$5,256 cost of the south room floor replacement. The remaining \$10,372 (\$5,788 for wood, \$4,584 for repair and installation) needs to be raised immediately. The marble project is currently on hold in order to focus all resources and fundraising on ordering and replacing the original wood floor before any possible tariffs affect the cost. The Carnegie Building is the oldest remaining facility of this type in Nebraska and is a tourist attraction in its own right. When this project is completed, this 122 year-old building will be the only Carnegie building in Nebraska restored to its original style.

**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; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice and Benesch desire to execute Change Order No. 1 for the Project to add additional construction services for the Project which includes the construction of stormwater infrastructure.

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 and directed to execute Change Order No. 1 for the Project to add additional construction services for the Project which includes the construction of stormwater infrastructure. A copy of Change Order No. 1, marked as Exhibit “A”, is attached hereto and incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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

CHANGE ORDER FORM

Change Order No. : 1 - Storm Changes For Upcoming T-Hangar Project

Project: Reconstruct Taxiway 'C' & Apron

Project No.: 3-31-0009-021/022/023

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

Contractor: Vogts Parga Construction LLC  
2350 Arrowhead Road  
Moundridge, KS 67107

The above named Contractor agrees to the following change(s) for the above referenced project.

- 1) Description Of Change(s) To Be Made: (See Page 2)
- 2) Reason For Ordering Change(s): (See Page 2)
- 3) Settlement for the cost of the described change(s) is to be made as follows: (See Pages 2 Thru 6)

4) Summary of Costs

	AIP-022	BIL-023	TOTAL
Original Contract Amount:	\$ 5,338,386.12	\$ 322,116.00	\$ 5,660,502.12
(Strike One Not Applying) Net INCREASE/DECREASE of this Change Order:	\$ 24,730.99	\$ -	\$ 24,730.99
Total INCREASE/DECREASE of All Previous Change Orders & Supplemental Agreements:	\$ -	\$ -	\$ -
Overall Net Change Of All Change Orders & Supplemental Agreements To Date:	\$ 24,730.99	\$ -	\$ 24,730.99
Total New Revised Contract Amount:	\$ 5,363,117.11	\$ 322,116.00	\$ 5,685,233.11

5) Contract Time:

Total Project Duration  
Phase 1  
Phase 2/2B  
Phase 3  
Phase 4

	Original	This CO	Previous COs	Revised Total	
Total Project Duration	182	0	0	182	Working/Calendar Days
Phase 1	39	0	0	39	Working/Calendar Days
Phase 2/2B	71	0	0	71	Working/Calendar Days
Phase 3	48	0	0	48	Working/Calendar Days
Phase 4	24	0	0	24	Working/Calendar Days

Agreed To By: \_\_\_\_\_  
Contractor's Authorized Rep. Title Date

Agreed To By: \_\_\_\_\_  
Sponsor's Authorized Rep. Title Date

Note: This Change Order Is NOT Effective Until Fully Executed By Both Contractor And Sponsor  
Distribution: FAA, NDOT-A, Sponsor, Engineer And Contractor

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1) DESCRIPTION OF CHANGE(S) TO BE MADE

<p><b>A. Revise Contract Quantity:</b> Item S2A-14 - Remove Existing Storm Sewer Pipe: Increase The Contract Quantity Of This Item By 14 L.F., At A Unit Price Of \$25.00/L.F. For A Total Cost Increase Of \$350.00.</p>
<p><b>B. Revise Contract Quantity:</b> Item S2A-26 - 18 Inch RCP, Class III: Increase The Contract Quantity Of This Item By 192 L.F., At A Unit Price Of \$55.20/L.F. For A Total Cost Increase Of \$10,598.40.</p>
<p><b>C. Add Line Item:</b> Item S2A-27A - 12 Inch RCP, Class III: Add The Line Item To The Contract At A Quantity Of 123 L.F., At A Unit Price Of \$54.78/L.F. For A Total Cost Increase Of \$6,737.94.</p>
<p><b>D. Add Line Item:</b> Item S2A-29A - Tap Existing Inlet: Add The Line Item To The Contract At A Quantity Of 1 Each, At A Unit Price Of \$2,750.00/Each For A Total Cost Increase Of \$2,750.00.</p>
<p><b>E. Add Line Item:</b> Item S2A-29B - 18 Inch RCP Plug: Add The Line Item To The Contract At A Quantity Of 1 Each, At A Unit Price Of \$2,750.00/Each For A Total Cost Increase Of \$2,750.00.</p>
<p><b>F. Revise Contract Quantity:</b> Item S2A-30 - 4 Inch Pipe Non-Perforated Corrugated Polyethylene: Increase The Contract Quantity Of This Item By 9 L.F., At A Unit Price Of \$45.00/L.F. For A Total Cost Increase Of \$405.00.</p>
<p><b>G. Revise Contract Quantity:</b> Item S2A-31 - 4 Inch Pipe Perforated Corrugated Polyethylene (Including Porous Backfill And Filter Fabric): Increase The Contract Quantity Of This Item By 3 L.F., At A Unit Price Of \$40.00/L.F. For A Total Cost Increase Of \$120.00.</p>
<p><b>H. Revise Contract Quantity:</b> Item S2A-34 - Inlet: Increase The Contract Quantity Of This Item By 1 Each, At A Unit Price Of \$10,900.00/Each For A Total Cost Increase Of \$10,900.00.</p>
<p><b>I. Revise Contract Quantity:</b> Item S3-27 - Non-Encased Electrical Conduit, 1 Way 2 Inch HDPE Sch. 80/SDR 11 (Push Or Bore): Decrease The Contract Quantity Of This Item By 597 L.F., At A Unit Price Of \$49.00/L.F. For A Total Cost Decrease Of \$29,253.00.</p>
<p><b>J. Add Line Item:</b> Item S3-27A - Concrete Encased Electrical Conduit, 1-Way 2 Inch Sch. 40 PVC: Add The Line Item To The Contract At A Quantity Of 597 L.F., At A Unit Price Of \$32.45/L.F. For A Total Cost Increase Of \$19,372.65.</p>

2) REASONS FOR ORDERING CHANGE(S)

<p><b>A. Revise Contract Quantity:</b> During A Site Investigation For The BIE T-Hangar &amp; Taxilanes Project (Grant No. 024/025), An Additional Existing Storm Sewer Line Was Discovered That Conflicted With Proposed Storm Drainage And Fuel Farm Layout. Additional Discrepancies Were Found With The Existing Pipe Network Outflow Destination, Based On What Was Picked Up On Original Survey. Modifications Were Made To The Tie-In Locations Of New Storm Drainage Infrastructure, Resulting In Additional Existing Storm Pipe Removal Being Required.</p>
<p><b>B. Revise Contract Quantity:</b> Location Of Proposed 'Area Inlet 1' Was Shifted To The Northeast And 'Area Inlet 2' Was Shifted To The Southwest To Accommodate Storm Drainage Upgrades For The BIE T-Hangar &amp; Taxilanes Project (Grant No. 024/025). As A Result, Additional 18 Inch RCP Was Required Between Proposed 'Area Inlet 1', 'Area Inlet 2', And 'Area Inlet 3'.  Additionally, Revised Tie-In Location On The Downstream End Of The Proposed Storm Pipe Network Resulted In Additional 18 Inch RCP Being Required To Reach The Tie-In Location. Revised Tie-in Location Was Required Based On Newly Discovered Existing Storm Sewer Lines.</p>
<p><b>C. Add Line Item:</b> Based On Recently Discovered Additional Existing Storm Sewer Line That Conflict With Proposed Fuel Farm Location, An Additional Area Inlet And Run Of 12 Inch RCP Is Being Added To Divert An Existing 12 Inch Line Around The East Edge Of The Proposed Fuel Farm And Tie Into Proposed 'Area Inlet 1'.</p>
<p><b>D. Add Line Item:</b> Based On Recently Discovered Discrepancies In Existing Storm Sewer Network, Outflow Point For New RCP Storm Sewer Run Around The Apron Was Modified To Be Tapped Into Existing Inlet Wall. Original Outlet Point (Existing Storm Drain Pipe) Was Determined To Outflow To An Unknown Location (Could Not Field Verify Exist. Storm Connection).</p>
<p><b>E. Add Line Item:</b> 18 Inch RCP Plug Item Is Being Added To Accommodate Tie-In To New 'Area Inlet 2' Structure With The Proposed Storm Drainage Pipe Network For The Upcoming BIE T-Hangar &amp; Taxilanes Project (Grant No. 024/025). A single 8' section of 18" RCP With A Pipe Plug Will Be Installed Coming Southeast Off Area Inlet 2, To Be The Downhill Tie-In For The BIE T-Hangar &amp; Taxilanes Drainage Network.</p>
<p><b>F. Revise Contract Quantity:</b> The Length Of Non-Perforated Subdrain Outlet Pipe Was Adjusted Based On The Revised Location Of Area Inlet 2 And Adjacent 18 Inch RCP Storm Drain Pipe. The 18 Inch RCP Storm Drain Pipe Is To Be Tapped With The Proposed Apron Subdrain Outlet.</p>
<p><b>F. Revise Contract Quantity:</b> Proposed T-Hangar Taxilane Connector To The South Side Of The Proposed Apron Was Shifted Southwest Approximately 3' To Align With Centerline Of Proposed Taxilane 3 To Be Constructed As Part Of The Upcoming BIE T-Hangar Project (Grant No. 024/025). Subdrains (Perforated 4 Inch Pipe) Running Along The Edge Of Proposed Taxilane Connector And Apron Pavement Were Shifted To Match The New Taxilane Connector, And As A Result Minor Changes In Length Of Subdrain Were Required. Additionally, The Length Of Non-Perforated Subdrain Outlet Pipe Was Adjusted Based On The Revised Location Of Area Inlet 2 And Proposed Adjacent 18 Inch RCP Storm Drain Pipe To The South Of The Inlet.</p>
<p><b>H. Revise Contract Quantity:</b> Based On Recently Discovered Additional Existing Storm Sewer Line That Conflicts With Proposed Fuel Farm Location, An Additional Area Inlet And Run Of 12 Inch RCP Is Being Added To Divert The Existing 12 Inch Line Around The East Edge Of The Proposed Fuel Farm And Tie Into Proposed 'Area Inlet 1'.</p>
<p><b>I. Revise Contract Quantity:</b> Contractor Proposed To Install Concrete Encased 1-Way 2 Inch Conduit, In Lieu Of Boring Conduit, At Locations Where Proposed Conduit Runs Under New Airfield Pavements. The Engineer Of Record Has Accepted The Alternative Method For Conduit Installation Under Pavement. Contractor Proposed A Unit Price For Concrete Encased 1-Way 2 Inch Conduit, Which Resulted In An Overall Cost Savings To The Project. Thus, The Quantity Of Item S3-27 - Non-Encased Electrical Conduit, 1-Way 2 Inch HDPE Sch. 80/SDR (Push or Bore) Is Being Reduced By 597 LF.</p>
<p><b>J. Add Line Item:</b> Contractor Proposed To Install Concrete Encased 1-Way 2 Inch Conduit, In Lieu Of Boring Conduit, At Locations Where Proposed Conduit Runs Under New Airfield Pavements. The Engineer Of Record Has Accepted The Alternative Method For Conduit Installation Under Pavement. A New Item Is Being Added To The Contract For Concrete Encased 1-Way 2 Inch Conduit, At The New Reduced Unit Price.</p>

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3) SETTLEMENT FOR THE COST OF THE DESCRIBED CHANGE(S) IS TO BE MADE AS FOLLOWS:

Change	Bid Item No.	FAA Spec Item No.	Bid Item Description	Unit	Current Contract Quantity Amount (Original Contract)	Quantity Change This C.O. (C.O. No. 1)	Revised Amount (With C.O. No. 1)	Unit Price	Amount Change This C.O. (C.O. No. 1)
<b>BASE BID SECTION 1 - GENERAL ITEMS (-022 (AIP) GRANT)</b>									
	S1-1	B-101-5.1	Airport Safety Measures	L.S.	1	0	1	\$ 102,000.00	\$ 0.00
	S1-2	B-102-4.1	Construction Staking	L.S.	1	0	1	\$ 92,150.00	\$ 0.00
	S1-3	C-100	Contractor Quality Control Program (CQCP)	L.S.	1	0	1	\$ 41,000.00	\$ 0.00
	S1-4	P-501-8.2	Concrete Mix Design	L.S.	1	0	1	\$ 29,150.00	\$ 0.00
<b>TOTAL NET CHANGE PER THIS C.O. [AIP GRANT]:</b>									\$ 0.00
<b>SECTION 2A - TAXIWAY 'C' &amp; APRON RECONSTRUCTION (-022 (AIP) GRANT)</b>									
	S2A-1	B-103-6.1	Concrete Spall Repair	S.F.	25	0	25	\$ 400.00	\$ 0.00
	S2A-2	B-107-5.1	Tiedown In Concrete Pavement	EA.	42	0	42	\$ 128.00	\$ 0.00
	S2A-3	B-109-1	Temporary Taxiway	L.S.	1	0	1	\$ 30,500.00	\$ 0.00
	S2A-4	C-102-5.1a	Temporary Seeding	AC.	8.7	0	8.7	\$ 565.00	\$ 0.00
	S2A-5	C-102-5.1c	Installation and Removal of Straw Wattles	L.F.	3,000	0	3,000	\$ 7.35	\$ 0.00
	S2A-6	C-102-5.1d	Inlet Protection	EA.	16	0	16	\$ 595.00	\$ 0.00
	S2A-7	C-102-5.1e	Turf Reinforcement Mat (TRM)	S.F.	7,797	0	7,797	\$ 1.64	\$ 0.00
	S2A-8	C-105-1a	Site Preparation and Mobilization (Taxiway 'C' & Apron Reconstruction)	L.S.	1	0	1	\$ 300,000.00	\$ 0.00
	S2A-9	P-101-5.1	Remove Existing Pavement, Full Depth	S.Y.	16,664	0	16,664	\$ 5.05	\$ 0.00
	S2A-10	P-101-5.2	Remove Base Course	S.Y.	16,664	0	16,664	\$ 2.79	\$ 0.00
	S2A-11	P-101-5.3a	Cold Milling (3 Inches To 5 Inches)	S.Y.	11,300	0	11,300	\$ 5.25	\$ 0.00
	S2A-12	P-101-5.3b	Cold Milling (5 Inches To 7 Inches)	S.Y.	4,396	0	4,396	\$ 6.50	\$ 0.00
	S2A-13	P-101-5.4	Remove Aircraft Tie-Down	EA.	37	0	37	\$ 10.00	\$ 0.00
A.	S2A-14	P-101-5.5	Remove Existing Storm Sewer Pipe	L.F.	482	14	496	\$ 25.00	\$ 350.00
	S2A-15	P-101-5.6	Remove Inlet	EA.	3	0	3	\$ 1,500.00	\$ 0.00
	S2A-16	P-152-4.1	Unclassified Excavation	C.Y.	11,644	0	11,644	\$ 16.76	\$ 0.00
	S2A-17	P-152-4.2	Borrow Embankment (In Place)	C.Y.	9,317	0	9,317	\$ 32.50	\$ 0.00
	S2A-18	P-209-5.1	Crushed Aggregate Base Course (6 Inches)	S.Y.	18,430	0	18,430	\$ 30.85	\$ 0.00
	S2A-19	P-209-5.2	Separation Geotextile	S.Y.	18,430	0	18,430	\$ 2.25	\$ 0.00
	S2A-20	P-501-8.1	Concrete Pavement (6 Inches)	S.Y.	17,497	0	17,497	\$ 78.45	\$ 0.00
	S2A-21	P-610-6.2	Concrete Sidewalk (5 Inches)	S.F.	941	0	941	\$ 72.00	\$ 0.00
	S2A-22	P-620-5.1a	Pavement Marking Removal	S.F.	1,017	0	1,017	\$ 3.40	\$ 0.00
	S2A-23	P-620-5.2a	Taxiway Marking (Yellow)	S.F.	891	0	891	\$ 4.55	\$ 0.00
	S2A-24	P-620-5.2b	Taxiway Marking (Black)	S.F.	1,326	0	1,326	\$ 3.40	\$ 0.00
	S2A-25	P-620-5.3	Reflective Media	LBS	75	0	75	\$ 19.25	\$ 0.00
B.	S2A-26	D-701-5.1a	18 Inch RCP, Class III	L.F.	542	192	734	\$ 55.20	\$ 10,598.40
	S2A-27	D-701-5.1b	24 Inch RCP, Class III	L.F.	16	0	16	\$ 230.00	\$ 0.00
C.	S2A-27A	D-701	12 Inch RCP, Class III	L.F.	0	123	123	\$ 54.78	\$ 6,737.94
	S2A-28	D-701-5.2a	18 Inch RC Collar	EA.	1	0	1	\$ 2,000.00	\$ 0.00
	S2A-29	D-701-5.2b	24 Inch RC Collar	EA.	2	0	2	\$ 2,000.00	\$ 0.00
D.	S2A-29A	D-701	Tap Existing Inlet	EA.	0	1	1	\$ 2,750.00	\$ 2,750.00
E.	S2A-29B	D-701	18 Inch RCP Plug	EA.	0	1	1	\$ 2,750.00	\$ 2,750.00
F.	S2A-30	D-705-5.1a	4 Inch Pipe Non-Perforated Corrugated Polyethylene	L.F.	159	9	168	\$ 45.00	\$ 405.00
G.	S2A-31	D-705-5.1b	4 Inch Pipe Perforated Corrugated Polyethylene (Including Porous Backfill and Filter Fabric)	L.F.	3,030	3	3,033	\$ 40.00	\$ 120.00
	S2A-32	D-705-5.2	Subdrain Riser & Cleanout	EA.	18	0	18	\$ 900.00	\$ 0.00
	S2A-33	D-705-5.3	Subdrain Field Tap	EA.	4	0	4	\$ 1,000.00	\$ 0.00
H.	S2A-34	D-751-5.1	Inlet	EA.	4	1	5	\$ 10,900.00	\$ 10,900.00
	S2A-35	T-901-5.1	Seeding	AC.	8.7	0	8.7	\$ 2,405.00	\$ 0.00
	S2A-36	T-905-5.1	Topsoil (Furnished from Off the Site, 4 Inches)	C.Y.	2,902	0	2,902	\$ 42.00	\$ 0.00
	S2A-37	T-908-5.1	Mulching	AC.	8.7	0	8.7	\$ 6,510.00	\$ 0.00
<b>TOTAL NET CHANGE PER THIS C.O. [AIP GRANT]:</b>									\$ 34,611.34

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**SECTION 2B - TAXIWAY 'B' CONSTRUCTION (-022 (AIP) GRANT)**

S2B-1	C-102-5.1a	Temporary Seeding	AC.	0.9	0	0.9	\$	590.00	\$	0.00
S2B-2	C-102-5.1b	Installation and Removal of Silt Fence	L.F.	60	0	60	\$	8.50	\$	0.00
S2B-3	C-102-5.1c	Installation and Removal of Straw Wattles	L.F.	1,000	0	1,000	\$	7.35	\$	0.00
S2B-4	C-105-1b	Site Preparation and Mobilization (Taxiway 'B' Construction)	L.S.	1	0	1	\$	5,000.00	\$	0.00
S2B-5	P-152-4.1	Unclassified Excavation	C.Y.	3,498	0	3,498	\$	14.35	\$	0.00
S2B-6	P-152-4.2	Borrow Embankment (In Place)	C.Y.	2,099	0	2,099	\$	29.82	\$	0.00
S2B-7	P-209-5.1	Crushed Aggregate Base Course (6 Inches)	S.Y.	2,099	0	2,099	\$	30.85	\$	0.00
S2B-8	P-209-5.2	Separation Geotextile	S.Y.	2,099	0	2,099	\$	2.25	\$	0.00
S2B-9	P-501-8.1	Concrete Pavement (6 Inches)	S.Y.	1,814	0	1,814	\$	78.45	\$	0.00
S2B-10	P-620-5.1a	Pavement Marking Removal	S.F.	93	0	93	\$	11.35	\$	0.00
S2B-11	P-620-5.2a	Taxiway Marking (Yellow)	S.F.	592	0	592	\$	4.53	\$	0.00
S2B-12	P-620-5.2b	Taxiway Marking (Black)	S.F.	1,184	0	1,184	\$	3.40	\$	0.00
S2B-13	P-620-5.3	Reflective Media	LBS	51	0	51	\$	19.25	\$	0.00
S2B-14	D-701-5.1c	18 Inch Dia. Elliptical RCP, Class IV, 14"x23"	L.F.	224	0	224	\$	108.50	\$	0.00
S2B-15	D-701-5.3	18 Inch Elliptical Reinforced Concrete Flared End Section, 14"x23"	EA.	4	0	4	\$	1,000.00	\$	0.00
S2B-16	D-705-5.1b	4 Inch Pipe Perforated Corrugated Polyethylene (Including Porous Backfill and Filter Fabric)	L.F.	1,125	0	1,125	\$	40.00	\$	0.00
S2B-17	D-705-5.2	Subdrain Riser & Cleanout	EA.	4	0	4	\$	900.00	\$	0.00
S2B-18	D-705-5.3	Subdrain Field Tap	EA.	1	0	1	\$	1,000.00	\$	0.00
S2B-19	T-901-5.1	Seeding	AC.	0.9	0	1	\$	2,410.00	\$	0.00
S2B-20	T-905-5.1	Topsoil (Furnished from Off the Site, 4 Inches)	C.Y.	468	0	468	\$	41.65	\$	0.00
S2B-21	T-908-5.1	Mulching	AC.	0.9	0	0.9	\$	6,500.00	\$	0.00
								<b>TOTAL NET CHANGE PER THIS C.O. [AIP GRANT]:</b>		<b>\$ 0.00</b>

**BASE BID SECTION 3 - AIRFIELD ELECTRICAL UPGRADES (-022 (AIP) GRANT)**

S3-1	B-106-4.1	L-861T(L) Taxiway Light Fixture, With Heater (Frangible Coupling, Stem And Fixture) (Spare Part)	EA.	10	0	10	\$	390.00	\$	0.00
S3-2	B-106-4.2	L-858 Sign LED Light Engine (Size 1) (Spare Part)	EA.	2	0	2	\$	132.00	\$	0.00
S3-3	B-106-4.3	L-858 Sign LED Power Supply (Size 1, 1-3 Module) (Spare Part)	EA.	2	0	2	\$	350.00	\$	0.00
S3-4	C-105-2	Site Preparation and Mobilization (Airfield Electrical Upgrades)	L.S.	1	0	1	\$	99,000.00	\$	0.00
S3-5	P-101-5.7a	Remove Base Mounted Taxiway Light	EA.	22	0	22	\$	400.00	\$	0.00
S3-6	P-101-5.7b	Remove Base Mounted Taxiway Light (Equipment Only)	EA.	35	0	35	\$	75.00	\$	0.00
S3-7	P-101-5.7c	Remove Stake Mounted Taxiway Light	EA.	100	0	100	\$	162.00	\$	0.00
S3-8	P-101-5.8	Remove Base Mounted Sign	EA.	5	0	5	\$	560.00	\$	0.00
S3-9	P-101-5.9	Remove Electrical Junction Structure	EA.	6	0	6	\$	560.00	\$	0.00
S3-10	P-101-5.10	Remove Existing Electrical Cable From Ducts	L.S.	1	0	1	\$	12,000.00	\$	0.00
S3-11	P-101-5.11	Remove Existing Electrical Conduit	L.F.	786	0	786	\$	10.00	\$	0.00
S3-12	P-101-5.12	Remove Existing Concrete Encased Electrical Conduit	L.F.	598	0	598	\$	12.50	\$	0.00
S3-13	P-610-6.1a	Concrete, Electrical Base	EA.	125	0	125	\$	1,400.00	\$	0.00
S3-14	P-610-6.1b	Concrete, Handhole Group (Group A)	EA.	1	0	1	\$	5,100.00	\$	0.00
S3-15	P-610-6.1c	Concrete, Handhole Group (Group B)	EA.	1	0	1	\$	3,700.00	\$	0.00
S3-16	P-610-6.1d	Concrete Sign Base (1 Module)	EA.	2	0	2	\$	2,500.00	\$	0.00
S3-17	P-610-6.1e	Concrete Sign Base (3 Module)	EA.	3	0	3	\$	3,150.00	\$	0.00
S3-18	L-108-5.1	No. 8 AWG, 5kV, L-824, Type C Cable, Installed In Conduit	L.F.	19,326	0	19,326	\$	4.05	\$	0.00
S3-19	L-108-5.2	No. 6 AWG, 600V, L-824, Type C Cable, Installed In Conduit	L.F.	2,164	0	2,164	\$	5.00	\$	0.00
S3-20	L-108-5.3	No. 6 AWG, Solid, Bare Counterpoise Wire, Installed In Trench, Including Ground Rods & Ground Connectors	L.F.	12,422	0	12,422	\$	3.55	\$	0.00

(45)

	S3-21	L-108-5.4	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	L.F.	13,512	0	13,512	\$ 2.80	\$ 0.00
	S3-22	L-109-7.1	Electrical Vault Work	L.S.	1	0	1	\$ 42,300.00	\$ 0.00
	S3-23	L-109-7.2	Install New L-828 4kW Constant Current Regulator	EA.	2	0	2	\$ 19,250.00	\$ 0.00
	S3-24	L-110-5.1a	Concrete Encased Electrical Duct Bank, 6-Way 2 Inch HDPE Sch. 80/SDR 11	L.F.	318	0	318	\$ 87.00	\$ 0.00
	S3-25	L-110-5.1b	Non-Encased Electrical Duct Bank, 4-Way 2 Inch Sch. 40 PVC	L.F.	183	0	183	\$ 30.00	\$ 0.00
	S3-26	L-110-5.2a	Non-Encased Electrical Conduit, 1-Way 2 Inch Sch. 40 PVC	L.F.	11,143	0	11,143	\$ 10.25	\$ 0.00
I.	S3-27	L-110-5.2b	Non-Encased Electrical Conduit, 1 Way 2 Inch HDPE Sch. 80/SDR 11 (Push Or Bore)	L.F.	835	(597)	238	\$ 49.00	\$ (29,253.00)
J.	S3-27A	L-110	Concrete Encased Electrical Conduit, 1-Way 2 Inch Sch. 40 PVC	L.F.	0	597	597	\$ 32.45	\$ 19,372.65
	S3-28	L-115-5.1	Electrical Handhole, L-867 Size B	EA.	4	0	4	\$ 1,800.00	\$ 0.00
	S3-29	L-115-5.2	Electrical Handhole, L-867 Size D	EA.	6	0	6	\$ 2,100.00	\$ 0.00
	S3-30	L-125-5.1a	L-861T (L) Taxiway Edge Light, with Heater (Complete)	EA.	119	0	119	\$ 985.00	\$ 0.00
	S3-31	L-125-5.1b	L-861T (L) Taxiway Edge Light, with Heater (Complete), On Existing Base	EA.	36	0	36	\$ 1,018.00	\$ 0.00
	S3-32	L-125-5.2a	L-858 (L) Sign, LED, Size 1, 1 Module (Complete)	EA.	2	0	2	\$ 3,000.00	\$ 0.00
	S3-33	L-125-5.2b	L-858 (L) Sign, LED, Size 1, 3 Module (Complete)	EA.	3	0	3	\$ 5,100.00	\$ 0.00
<b>TOTAL NET CHANGE PER THIS C.O. [AIP GRANT]:</b>									<b>\$ (9,880.35)</b>
<b>TOTAL SECTION 4A - FUEL FACILITY DEMO (ITEMS S4A-1 Thru S4A-5) (-023 (BIL) GRANT)</b>									
	S4A-1	B-105-5.1b	Remove Existing 100LL Fuel Island, Including Underground Storage Tanks, Pavement And Equipment (Complete)	L.S.	1	0	1	\$ 58,500.00	\$ 0.00
	S4A-2	B-105-5.1c	Remove And Salvage Existing Fuel Dispensing Equipment	L.S.	1	0	1	\$ 6,000.00	\$ 0.00
	S4A-3	B-105-5.1e	Remove And Salvage Existing Lighted Sign	L.S.	1	0	1	\$ 7,000.00	\$ 0.00
	S4A-4	B-105-5.1f	Remove Existing Lighted Sign Foundation	L.S.	1	0	1	\$ 5,000.00	\$ 0.00
	S4A-5	B-105-5.1j	Remove Contaminated Soils ( <b>NON-ELIGIBLE</b> )	C.Y.	20	0	20	\$ 500.00	\$ 0.00
<b>TOTAL NET CHANGE PER THIS C.O. [BIL GRANT]:</b>									<b>\$ 0.00</b>
<b>TOTAL SECTION 4B - FUEL FACILITY INSTALLATION (ITEMS S4B-1 Thru S4B-7) (-023 (BIL) GRANT)</b>									
	S4B-1	C-105-3	Site Preparation and Mobilization (Fuel Tank)	L.S.	1	0	1	\$ 45,500.00	\$ 0.00
	S4B-2	B-104-5.1	Airfield Apron Light, Including Foundation (Complete)	EA.	1	0	1	\$ 4,000.00	\$ 0.00
	S4B-3	B-105-5.1a	New 100LL 12,000 Gal, Double Walled, UL 2085 Fuel Tank (Complete)	L.S.	1	0	1	\$ 102,000.00	\$ 0.00
	S4B-4	B-105-5.1d	Install Salvaged Existing Fuel Dispensing Equipment (Complete)	L.S.	1	0	1	\$ 51,500.00	\$ 0.00
	S4B-5	B-105-5.1g	Install Salvaged Existing Lighted Sign, Including Foundation (Complete)	L.S.	1	0	1	\$ 6,750.00	\$ 0.00
	S4B-6	B-105-5.1h	Concrete Pavement (6 Inches) (Fuel Pad)	S.Y.	133	0	133	\$ 162.00	\$ 0.00
	S4B-7	B-105-5.1i	Bollards	EA.	8	0	8	\$ 540.00	\$ 0.00
<b>TOTAL NET CHANGE PER THIS C.O. [BIL GRANT]:</b>									<b>\$ 0.00</b>

(46)

Reconstruct TW 'C' & Apron  
 Beatrice Municipal Airport (BIE), Beatrice, NE  
 Grant No. 3-31-0009-021/022/023

**Independent Cost Summary, March 24, 2024**

**New Bid Items To Be Added Per Change Order No. 1**

<u>Item S2A-27A - 12 Inch RCP, Class III</u>	Qty	Unit	Unit Price	Total
12 Inch RCP, Class III	123	LF	\$67.00 *	\$8,241.00
<b>Proposed Cost</b>				<b>\$6,737.94</b>

*The Proposed Cost is 81.8% of the total estimated cost based on the Independent Cost Analysis.*

\*Based on as-bid unit prices from a recently bid Benesch project in Grand Island, NE, the average unit price from bid proposals for 12 inch RCP was \$66.89/L.F.

<u>Item S2A-29A - Tap Existing Inlet</u>	Qty	Unit	Unit Price	Total
<b>Labor and Equipment - Break Out Opening In Existing Inlet, Set Pipe Connection, Grout Connection</b>				
Labor (Break out Opening) - 3 Laborer @ 4 Hours	12.0	HR	\$48.00	\$576.00
*Equipment - Demolition Hammer, Electric Powered	1.0	DAY	\$117.00	\$117.00
Labor (Set New Pipe In Inlet Connection) - 1 Operator @ 3 Hours	3.0	HR	\$65.00	\$195.00
Labor (Set New Pipe In Inlet Connection) - 2 Laborer @ 3 Hours	6.0	HR	\$48.00	\$288.00
*Equipment - Excavator, 30,000lb	0.50	DAY	\$1,071.00	\$535.50
Labor (Grout Connection) - 2 Cement Mason @ 2 Hour	4.0	HR	\$48.00	\$192.00
*Equipment - Mortar Mixing, Finishing Tools	2.0	HR	\$15.00	\$30.00
			Subtotal	\$1,933.50
<b>Materials</b>				
50lb Bag Non-Shrink Grout	1.0	EA	\$20.00	\$20.00
			Subtotal	\$20.00
<b>Total Costs for Equipment, Labor and Material (Per Plan)</b>				<b>\$1,953.50</b>
<b>General Contractor Administration</b>				
GC Administrative Labor Costs (Project Manager)	1.0	HR	\$85.00	\$85.00
GC Administrative Labor Costs (Project Superintendent)	2.0	HR	\$75.00	\$150.00
			Subtotal	\$235.00
<b>Total with General Contractor Administration Costs</b>				<b>\$2,188.50</b>
<b>General Contractor Markup (15%)</b>				\$328.28
<b>Bond/Insurance (1.75%)</b>				\$38.30
<b>Total with General Contractor Overhead and Markups</b>				<b>\$2,555.07</b>
<b>Proposed Cost</b>				<b>\$2,750.00</b>

*The Proposed Cost is 107.6% of the total estimated cost based on the Independent Cost Analysis.*

\* Rental rates for equipment based on online quotes from unitedrental.com

Item S2A-29B - 18 Inch RCP Plug

	Qty	Unit	Unit Price	Total
<b>Labor and Equipment - Install Temporary Pipe Plug, Backfill Plug</b>				
Labor (Formwork) - 2 Laborer @ 3 Hours	6.0	HR	\$48.00	\$288.00
*Equipment - Hand Tools	2.0	HR	\$15.00	\$30.00
Labor (Pour Pipe Plug) - 4 Laborer @ 2 Hours	8.0	HR	\$48.00	\$384.00
*Equipment - Hand Tools	2.0	HR	\$15.00	\$30.00
Labor (Remove Forms, Backfill) - 1 Operator @ 2 Hours	3.0	HR	\$65.00	\$195.00
Labor (Remove Forms, Backfill) - 2 Laborer @ 2 Hours	6.0	HR	\$48.00	\$288.00
*Equipment - Jumping Jack Rammer	0.50	DAY	\$120.00	\$60.00
*Equipment - Compact Track Loader, 3,400-4,100 lbs	0.50	DAY	\$670.00	\$335.00
			Subtotal	\$1,610.00
<b>Materials</b>				
Concrete (1 CY, Small Load)	1.0	CY	\$350.00	\$350.00
			Subtotal	\$350.00
			<b>Total Costs for Equipment, Labor and Material (Per Plan)</b>	<b>\$1,960.00</b>
<b>General Contractor Administration</b>				
GC Administrative Labor Costs (Project Manager)	1.0	HR	\$85.00	\$85.00
GC Administrative Labor Costs (Project Superintendent)	2.0	HR	\$75.00	\$150.00
			Subtotal	\$235.00
			<b>Total with General Contractor Administration Costs</b>	<b>\$2,195.00</b>
			<b>General Contractor Markup (15%)</b>	\$329.25
			<b>Bond/Insurance (1.75%)</b>	\$38.41
			<b>Total with General Contractor Overhead and Markups</b>	<b>\$2,562.66</b>
			<b>Proposed Cost</b>	<b>\$2,750.00</b>

*The Proposed Cost is 107.3% of the total estimated cost based on the Independent Cost Analysis.*

\* Rental rates for equipment based on online quotes from [unitedrental.com](http://unitedrental.com)

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ALIGNMENT CONTROL						
NUMBER	ALIGNMENT	BEGIN STATION	END STATION	BEGIN COORDINATES	END COORDINATES	CURVE INFO
L1	RWY 18-36 ALIGNMENT	0+00.00	74+99.84	N: 184008.90 E: 2546227.49	N: 191501.46 E: 2545897.01	
L2	RWY 14-32 ALIGNMENT	100+00.00	164+01.14	N: 184603.49 E: 2547756.72	N: 189581.53 E: 2543732.57	
L3	TW A ALIGNMENT	200+00.00	274+99.84	N: 184026.66 E: 2546627.13	N: 191519.22 E: 2546296.65	
L4	TW B ALIGNMENT	300+00.00	305+50.00	N: 188771.96 E: 2545917.31	N: 188796.19 E: 2546466.77	
L5	TW C ALIGNMENT	400+00.00	404+00.00	N: 186912.99 E: 2546434.80	N: 186930.67 E: 2546834.41	
L6	S TAXILANE ALIGNMENT	500+00.00	502+00.00	N: 186598.06 E: 2547081.33	N: 186753.55 E: 2546935.54	
L7	N TAXILANE ALIGNMENT	600+00.00	604+00.00	N: 187109.36 E: 2546958.32	N: 187422.92 E: 2547206.67	

CONTROL POINT TABLE				
POINT #	ELEVATION	NORTHING	EASTING	DESCRIPTION
1	1303.41	185180.68	2546504.81	CP / BIE A - PACS
2	1318.70	189452.25	2546086.15	CP / BEAPORT - SACS
3	1302.20	187022.90	2546199.00	CP / BEAPORT A2 MK - SACS
500	1302.09	187351.99	2547055.97	CP (5/8" REBAR)
501	1301.06	187052.92	2546796.80	CP (5/8" REBAR)
502	1300.77	186682.80	2546445.98	CP (5/8" REBAR)
503	1311.00	188806.00	2546254.89	CP (5/8" REBAR)
504	1314.52	189047.89	2546082.33	CP (5/8" REBAR)
505	1301.56	186731.67	2546947.18	CP (BRIDGE SPIKE)

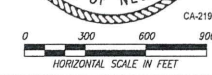
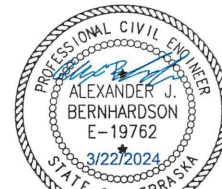
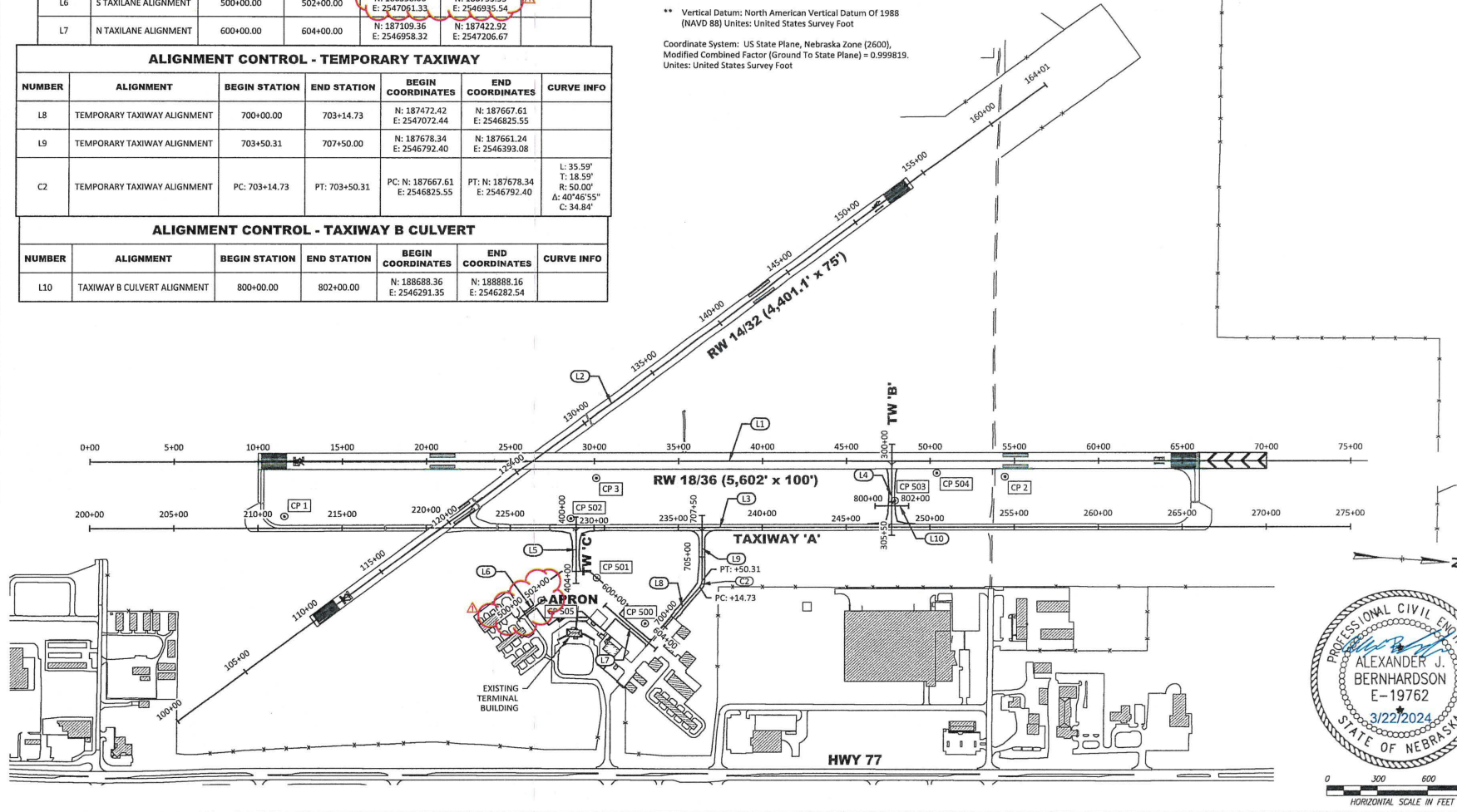
\* The Contractor Shall Take Necessary Precautions To Protect PACS And SACS Control Points From Damage. Damage To Any PACS And SACS Shall Be Reestablished At Contractor's Expense.

\*\* Vertical Datum: North American Vertical Datum Of 1988 (NAVD 88) Unites: United States Survey Foot

Coordinate System: US State Plane, Nebraska Zone (2600), Modified Combined Factor (Ground To State Plane) = 0.999819. Unites: United States Survey Foot

ALIGNMENT CONTROL - TEMPORARY TAXIWAY						
NUMBER	ALIGNMENT	BEGIN STATION	END STATION	BEGIN COORDINATES	END COORDINATES	CURVE INFO
L8	TEMPORARY TAXIWAY ALIGNMENT	700+00.00	703+14.73	N: 187472.42 E: 2547072.44	N: 187667.61 E: 2546825.55	
L9	TEMPORARY TAXIWAY ALIGNMENT	703+50.31	707+50.00	N: 187678.34 E: 2546792.40	N: 187661.24 E: 2546393.08	
C2	TEMPORARY TAXIWAY ALIGNMENT	PC: 703+14.73	PT: 703+50.31	PC: N: 187667.61 E: 2546825.55	PT: N: 187678.34 E: 2546792.40	L: 35.59° T: 18.59° R: 50.00° Δ: 40°46'55" C: 34.84'

ALIGNMENT CONTROL - TAXIWAY B CULVERT						
NUMBER	ALIGNMENT	BEGIN STATION	END STATION	BEGIN COORDINATES	END COORDINATES	CURVE INFO
L10	TAXIWAY B CULVERT ALIGNMENT	800+00.00	802+00.00	N: 188688.36 E: 2546291.35	N: 188888.16 E: 2546282.54	



NO.	REVISIONS	DATE
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

**ALIGNMENT CONTROL - CONTROL POINT TABLE - SITE PLAN**

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



PROJECT:	RECORD: TR C & APRON
DATE:	MARCH 2024
SHEET:	4 / 78
DRAWING NO.:	G-4

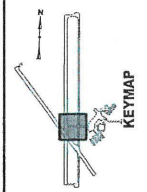
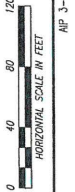
NO.	REVISIONS	DATE
1	Change Order No. 1	2/27/2025

**TW 'C' EXISTING CONDITIONS**

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

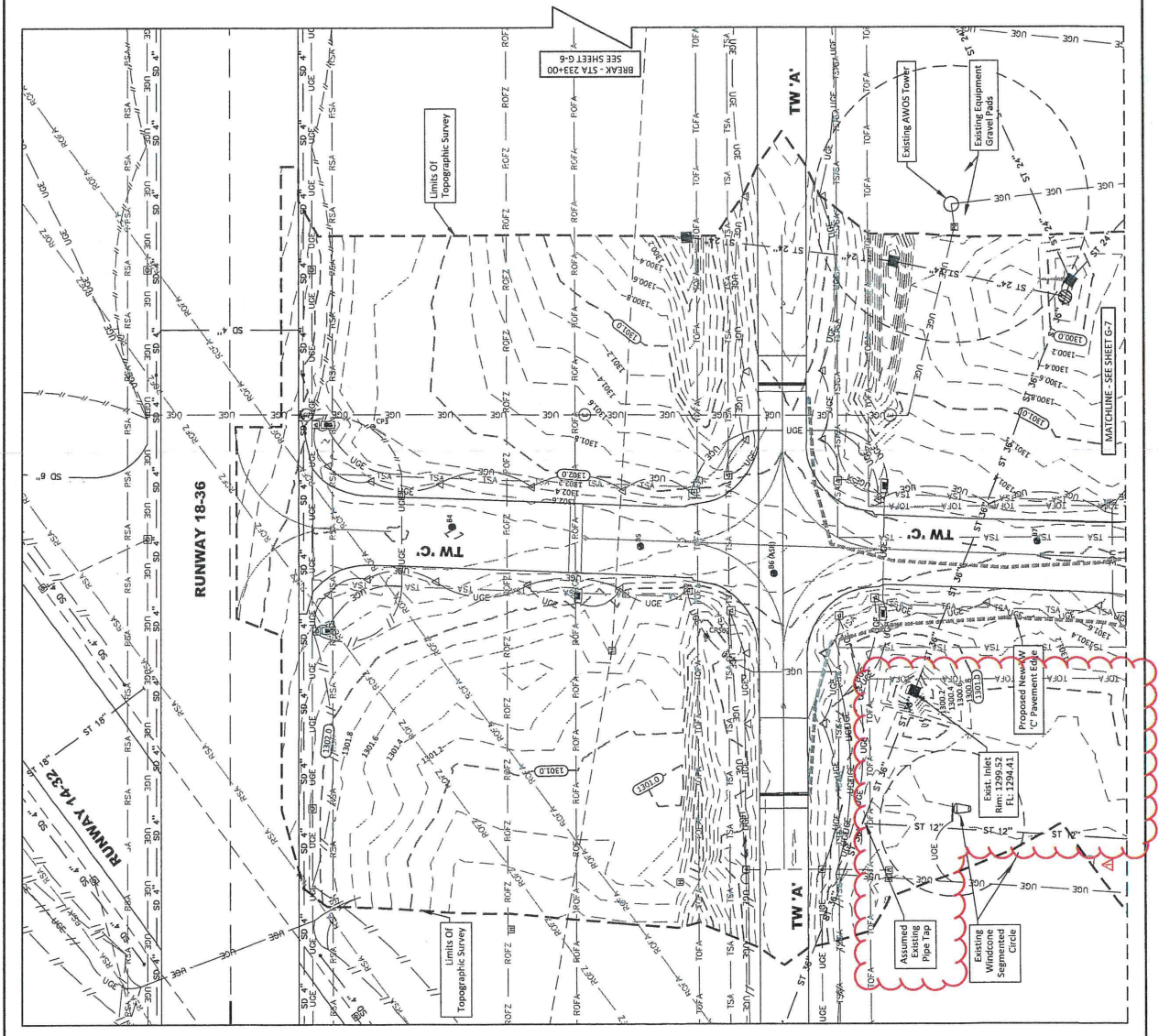
benesch  
 425 M Street - Suite 100  
 Lincoln, Nebraska 68508  
 402-471-2200 Fax: 402-471-1830

PROJECT: BEATRICE MUNICIPAL AIRPORT (BIE) BEATRICE, NEBRASKA  
 DATE: 3/12/2024  
 SHEET: 5 / 78  
 DRAWING NO: G-5  
 SCALE: HORIZONTAL SCALE IN FEET

**CONSTRUCTION NOTES:**

- Survey Performed By Space Lewis, Dated December 2021.
- Additional Existing Utility Information Based On Historical Record Drawings.
- WARNINGS: Utility Locations Shown Are Approximate And Reflect The Best Available Information. Contractor Shall Field Verify Utility Locations And Coordinate Locates With The Utility Companies.
- Additional Existing Storm Sewer Survey Data Collected By Benesch In January 2025.



Small text at the bottom right corner of the drawing area, likely a revision or date stamp.

NO.	REVISIONS	DATE

Change Order No. 1 2/21/2026

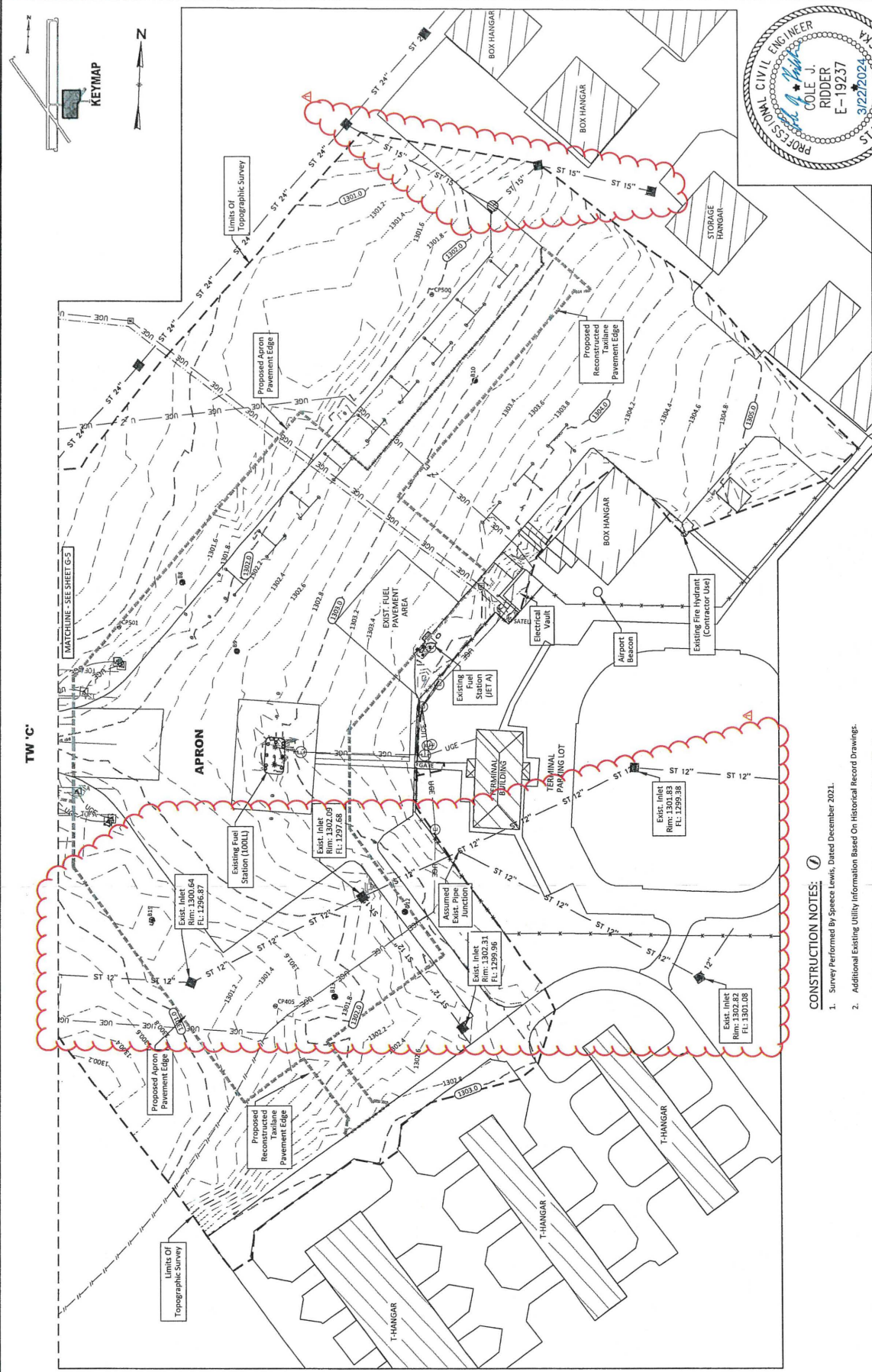
**APRON EXISTING CONDITIONS**

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

benesch  
Aerial, Surveying & Consulting  
225 N Street - Suite 100  
Lincoln, Nebraska 68508  
402-478-2200  
Fax: 402-478-0101

PROJECT: BEATRICE MUNICIPAL AIRPORT (BIE)  
DATE: 12/21/2025  
SCALE: 1" = 40'  
SHEET: 7 OF 8  
G-7

AP 3-31-0009-02/022/023

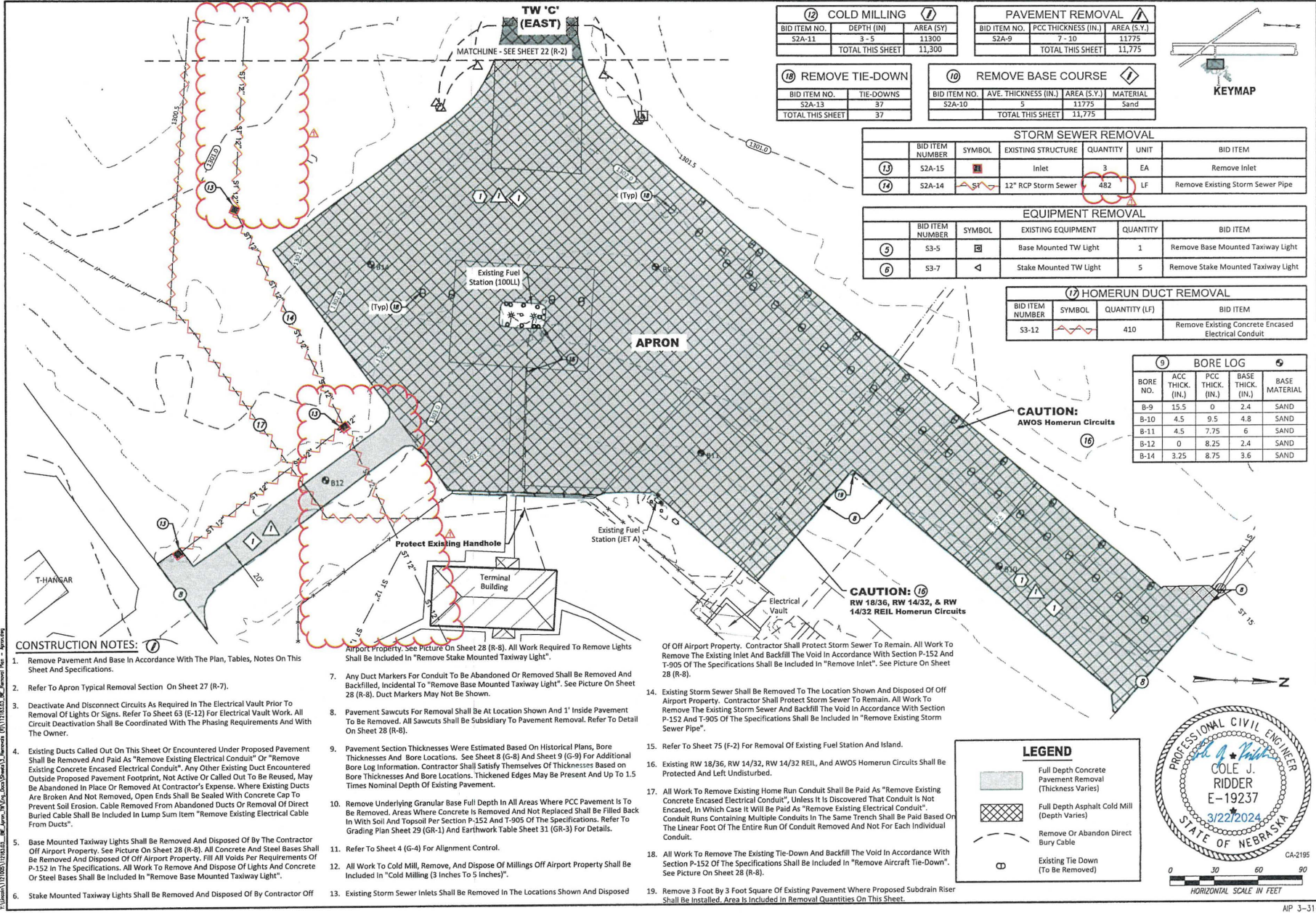


PROFESSIONAL CIVIL ENGINEER  
STATE OF NEBRASKA  
COLE J. RIDDER  
E-19237  
3/22/2025

- CONSTRUCTION NOTES:**
1. Survey Performed By Space Lewis, Dated December 2021.
  2. Additional Existing Utility Information Based On Historical Record Drawings.
  3. WARNING: Utility Locations Shown Are Approximate And Reflect The Best Available Information. Contractor Shall Field Verify Utility Locations And Coordinate Locates With The Utility Companies.
  4. Additional Existing Storm Sewer Survey Data Collected By Benesch In January 2025.



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12 COLD MILLING		
BID ITEM NO.	DEPTH (IN)	AREA (SQ)
S2A-11	3-5	11,300
TOTAL THIS SHEET		11,300

PAVEMENT REMOVAL		
BID ITEM NO.	PCC THICKNESS (IN.)	AREA (S.Y.)
S2A-9	7-10	11,775
TOTAL THIS SHEET		11,775

18 REMOVE TIE-DOWN		
BID ITEM NO.	TIE-DOWNS	
S2A-13	37	
TOTAL THIS SHEET		37

10 REMOVE BASE COURSE			
BID ITEM NO.	AVE. THICKNESS (IN.)	AREA (S.Y.)	MATERIAL
S2A-10	5	11,775	Sand
TOTAL THIS SHEET		11,775	

STORM SEWER REMOVAL					
BID ITEM NUMBER	SYMBOL	EXISTING STRUCTURE	QUANTITY	UNIT	BID ITEM
13	[Symbol]	Inlet	3	EA	Remove Inlet
14	[Symbol]	12" RCP Storm Sewer	482	LF	Remove Existing Storm Sewer Pipe

EQUIPMENT REMOVAL					
BID ITEM NUMBER	SYMBOL	EXISTING EQUIPMENT	QUANTITY	UNIT	BID ITEM
5	[Symbol]	Base Mounted TW Light	1		Remove Base Mounted Taxiway Light
6	[Symbol]	Stake Mounted TW Light	5		Remove Stake Mounted Taxiway Light

17 HOMERUN DUCT REMOVAL			
BID ITEM NUMBER	SYMBOL	QUANTITY (LF)	BID ITEM
S3-12	[Symbol]	410	Remove Existing Concrete Encased Electrical Conduit

9 BORE LOG				
BORE NO.	ACC. THICK. (IN.)	PCC THICK. (IN.)	BASE THICK. (IN.)	BASE MATERIAL
B-9	15.5	0	2.4	SAND
B-10	4.5	9.5	4.8	SAND
B-11	4.5	7.75	6	SAND
B-12	0	8.25	2.4	SAND
B-14	3.25	8.75	3.6	SAND

CONSTRUCTION NOTES:

- Remove Pavement And Base In Accordance With The Plan, Tables, Notes On This Sheet And Specifications.
- Refer To Apron Typical Removal Section On Sheet 27 (R-7).
- Deactivate And Disconnect Circuits As Required In The Electrical Vault Prior To Removal Of Lights Or Signs. Refer To Sheet 63 (E-12) For Electrical Vault Work. All Circuit Deactivation Shall Be Coordinated With The Phasing Requirements And With The Owner.
- Existing Ducts Called Out On This Sheet Or Encountered Under Proposed Pavement Shall Be Removed And Paid As "Remove Existing Electrical Conduit" Or "Remove Existing Concrete Encased Electrical Conduit". Any Other Existing Duct Encountered Outside Proposed Pavement Footprint, Not Active Or Called Out To Be Reused, May Be Abandoned In Place Or Removed At Contractor's Expense. Where Existing Ducts Are Broken And Not Removed, Open Ends Shall Be Sealed With Concrete Cap To Prevent Soil Erosion. Cable Removed From Abandoned Ducts Or Removal Of Direct Buried Cable Shall Be Included In Lump Sum Item "Remove Existing Electrical Cable From Ducts".
- Base Mounted Taxiway Lights Shall Be Removed And Disposed Of By The Contractor Off Airport Property. See Picture On Sheet 28 (R-8). All Concrete And Steel Bases Shall Be Removed And Disposed Of Off Airport Property. Fill All Voids Per Requirements Of P-152 In The Specifications. All Work To Remove And Dispose Of Lights And Concrete Or Steel Bases Shall Be Included In "Remove Base Mounted Taxiway Light".
- Stake Mounted Taxiway Lights Shall Be Removed And Disposed Of By Contractor Off Airport Property. See Picture On Sheet 28 (R-8). All Work Required To Remove Lights Shall Be Included In "Remove Stake Mounted Taxiway Light".
- Any Duct Markers For Conduit To Be Abandoned Or Removed Shall Be Removed And Backfilled, Incidental To "Remove Base Mounted Taxiway Light". See Picture On Sheet 28 (R-8). Duct Markers May Not Be Shown.
- Pavement Sawcuts For Removal Shall Be At Location Shown And 1' Inside Pavement To Be Removed. All Sawcuts Shall Be Subsidiary To Pavement Removal. Refer To Detail On Sheet 28 (R-8).
- Pavement Section Thicknesses Were Estimated Based On Historical Plans, Bore Thicknesses And Bore Locations. See Sheet 8 (G-8) And Sheet 9 (G-9) For Additional Bore Log Information. Contractor Shall Satisfy Themselves Of Thicknesses Based On Bore Thicknesses And Bore Locations. Thickened Edges May Be Present And Up To 1.5 Times Nominal Depth Of Existing Pavement.
- Remove Underlying Granular Base Full Depth In All Areas Where PCC Pavement Is To Be Removed. Areas Where Concrete Is Removed And Not Replaced Shall Be Filled Back In With Soil And Topsoil Per Section P-152 And T-905 Of The Specifications. Refer To Grading Plan Sheet 29 (GR-1) And Earthwork Table Sheet 31 (GR-3) For Details.
- Refer To Sheet 4 (G-4) For Alignment Control.
- All Work To Cold Mill, Remove, And Dispose Of Millings Off Airport Property Shall Be Included In "Cold Milling (3 Inches To 5 Inches)".
- Existing Storm Sewer Inlets Shall Be Removed In The Locations Shown And Disposed Of Off Airport Property. Contractor Shall Protect Storm Sewer To Remain. All Work To Remove The Existing Inlet And Backfill The Void In Accordance With Section P-152 And T-905 Of The Specifications Shall Be Included In "Remove Inlet". See Picture On Sheet 28 (R-8).
- Existing Storm Sewer Shall Be Removed To The Location Shown And Disposed Of Off Airport Property. Contractor Shall Protect Storm Sewer To Remain. All Work To Remove The Existing Storm Sewer And Backfill The Void In Accordance With Section P-152 And T-905 Of The Specifications Shall Be Included In "Remove Existing Storm Sewer Pipe".
- Refer To Sheet 75 (F-2) For Removal Of Existing Fuel Station And Island.
- Existing RW 18/36, RW 14/32, RW 14/32 REIL, And AWOS Homerun Circuits Shall Be Protected And Left Undisturbed.
- All Work To Remove Existing Home Run Conduit Shall Be Paid As "Remove Existing Concrete Encased Electrical Conduit", Unless It Is Discovered That Conduit Is Not Encased, In Which Case It Will Be Paid As "Remove Existing Electrical Conduit". Conduit Runs Containing Multiple Conduits In The Same Trench Shall Be Paid Based On The Linear Foot Of The Entire Run Of Conduit Removed And Not For Each Individual Conduit.
- All Work To Remove The Existing Tie-Down And Backfill The Void In Accordance With Section P-152 Of The Specifications Shall Be Included In "Remove Aircraft Tie-Down". See Picture On Sheet 28 (R-8).
- Remove 3 Foot By 3 Foot Square Of Existing Pavement Where Proposed Subdrain Riser Shall Be Installed. Area Is Included In Removal Quantities On This Sheet.

NO.	REVISIONS	DATE

APRON REMOVAL PLAN

BEATRICE MUNICIPAL AIRPORT (BIE) BEATRICE, NEBRASKA

benesch  
 1500 West 16th Street, Suite 100  
 Lincoln, Nebraska 68502  
 (402) 426-2222 FAX (402) 426-1133

PROJECT: RECONSTRUCT C & APRON  
 DATE: MARCH 2024  
 SHEET: 23/78 DRAWING NO: R-3

PROFESSIONAL CIVIL ENGINEER  
 COLE J. RIDDER  
 E-19237  
 3/22/2024  
 STATE OF NEBRASKA

CA-2195  
 HORIZONTAL SCALE IN FEET  
 0 30 60 90

Lin. Scale: 1/8"=20'-0" (1/4"=40'-0")  
 Date: 3/22/2024  
 Drawn by: J. [Name]  
 Checked by: [Name]  
 Project: RECONSTRUCT C & APRON  
 Sheet: 23/78

NO.	REVISIONS	DATE

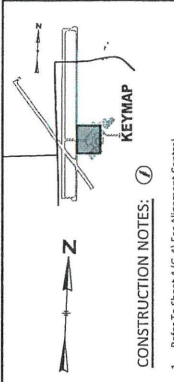
Change Order No. 1 2/27/2025

# APRON GRADING PLAN

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

Alfred Benesch & Company  
1000 North 17th Street  
Lincoln, Nebraska 68502  
402.479.2200  
FAX: 402.479.2201  
www.benesch.com

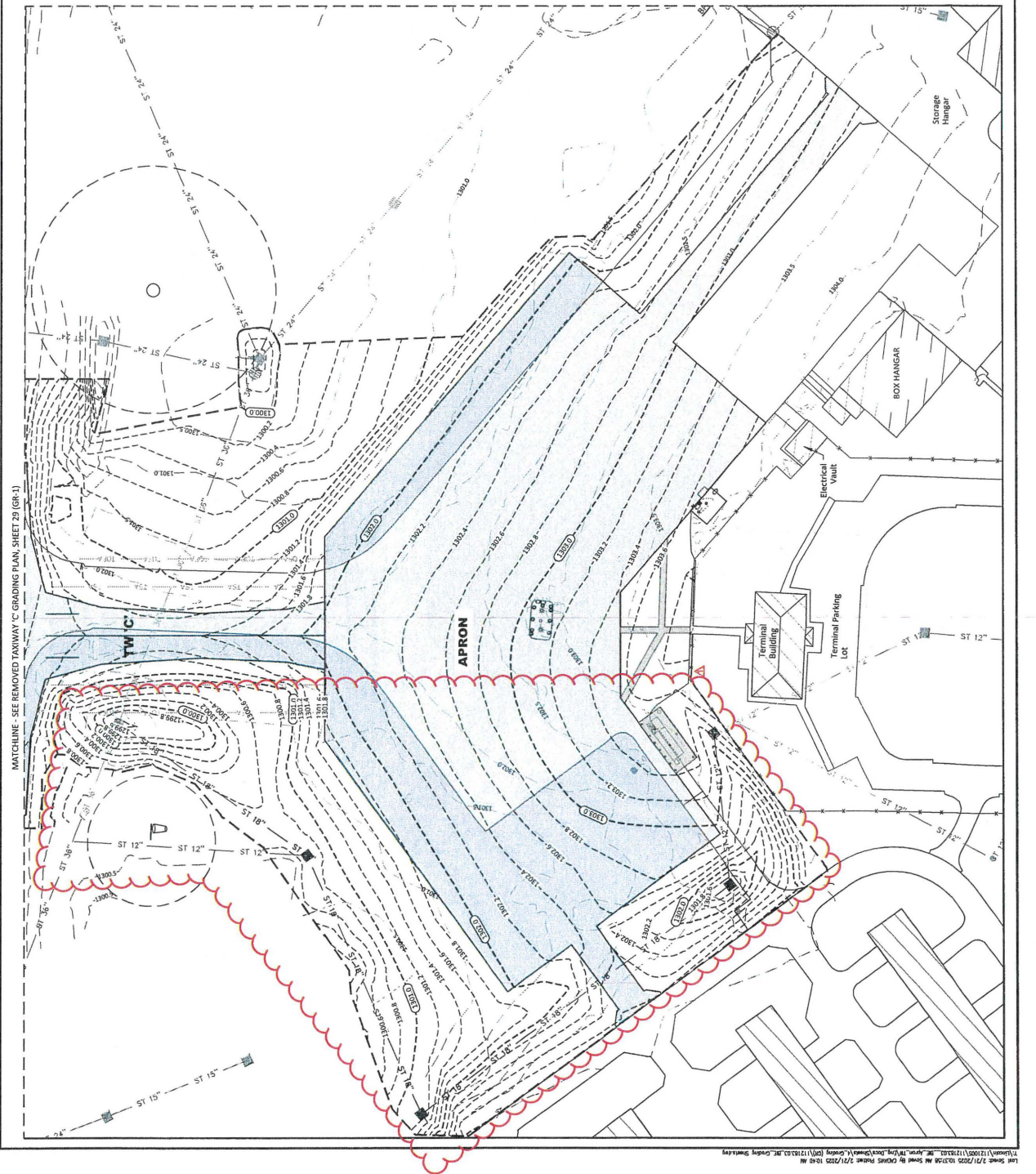
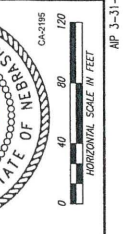
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DATE:	3/22/2024
SCALE:	AS SHOWN
PROJECT NO.:	2023-009
DATE:	3/22/2024
PROJECT:	BEATRICE BIE
DATE:	3/22/2024
SCALE:	AS SHOWN
PROJECT NO.:	2023-009
DATE:	3/22/2024



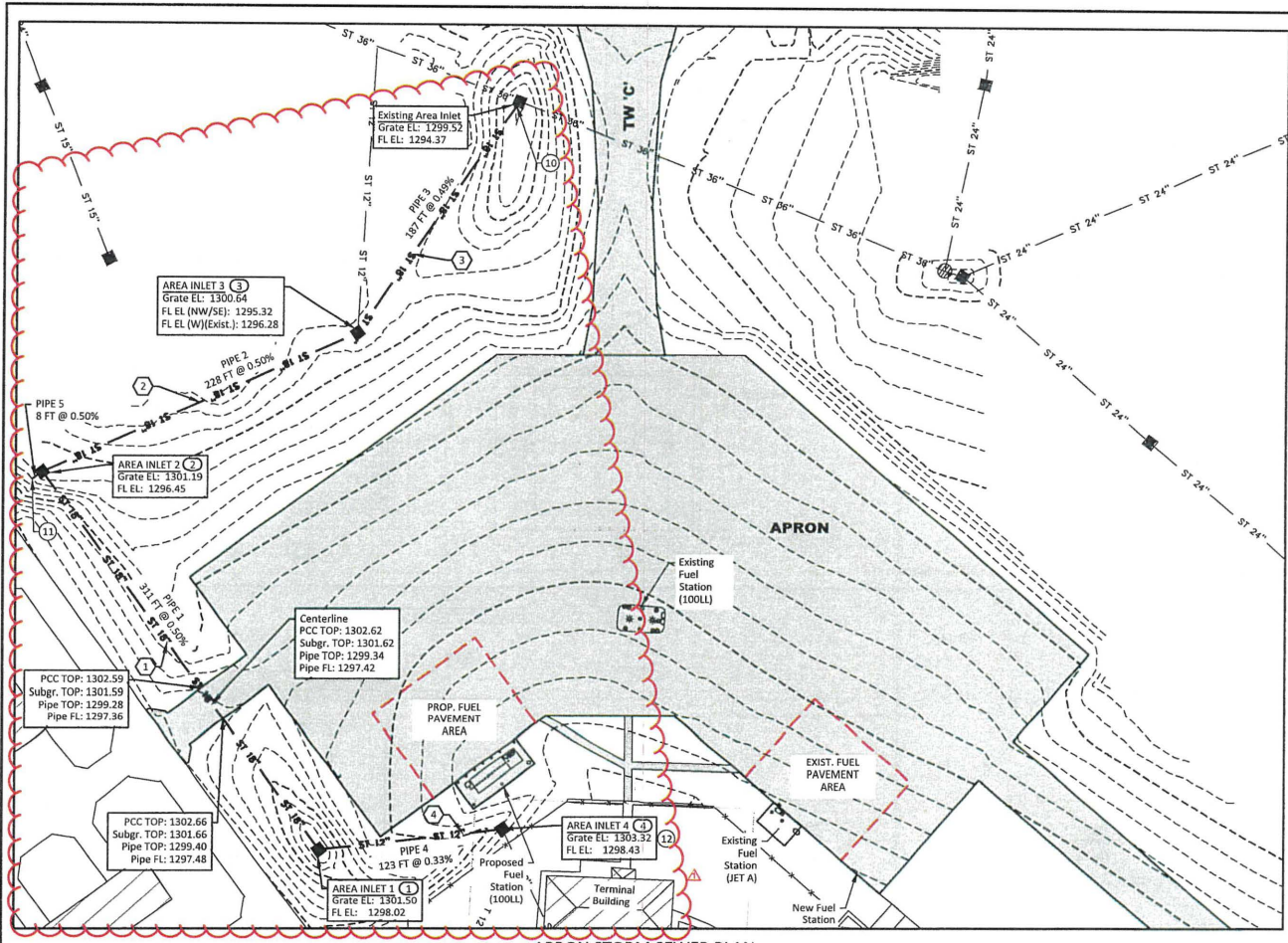
- CONSTRUCTION NOTES:**
- Refer to Sheet 4 (G-4) For Alignment Control.
  - Refer to Sheet 8 (G-8) To Sheet 9 (G-9) For The Bore Logs From The Geotechnical Report.
  - Refer to Sheet 21 (R-1) To Sheet 26 (R-6) For Removals.
  - Refer to Sheet 48 (P-7) For Apron Joint Layout And Spot Elevations, Refer To Sheet 48 (P-5) For Taxiway "C" Joint Layout And Spot Elevations.
  - Refer to Sheet 69 (EC-1) To Sheet 73 (EC-5) For Erosion Control Measures.
  - Refer to Sheet 52 (E-1) To Sheet 64 (E-13) For Electrical Plans And Details.
  - Refer to Sheet 32 (ST-1) To Sheet 35 (ST-4) For Storm Sewer Plans And Details.
  - Refer to Sheet 36 (SD-1) To Sheet 41 (SD-6) For Subdrain Plans And Details.
  - Refer to Sheet 42 (P-1) To Sheet 48 (P-7) For Paving Plan And Profiles, Joint Layout And Spot Elevations.
  - Contractor Shall Perform Striping, Grading And Build Ups Of Embankment For All Proposed Pavement Areas In Accordance With The Typical Removal Sections On Sheet 27 (R-7). See Plan View On This Sheet For Proposed Pavement Areas Broken Into Previously Paved And Previously Graded Areas. The Proposed Grading Shall Satisfy The Quantities Removed Relative Different Subgrade Preparation Effects Than Previously Graded Areas Per The Recommendations Of The Geotechnical Report.
  - Refer to Earthwork Quantity Table On Sheet 31 (GR-3) For All In-Place Project Payment For "Unclassified Excavation" And "Borrow Embankment (In Place)" Shall Be Made Per The Plan Quantities Shown In The Earthwork Quantity Table Unless Contractor Is Directed By The RFR To Deviate From The Grading Plan. The Proposed Grading Shall Satisfy The Quantities Shown On The Earthwork Quantity Table, Based On Existing Grades, Proposed Grades And The Geotech Report.

**LEGEND**

- Limits of Grading
- - - - - Design Contour - Major
- - - - - Design Contour - Minor
- - - - - Exist. Contour
- ST --- Exist. Storm Sewer Pipe
- ST --- Prop. Storm Sewer Pipe
- Prop. Pavement (Existing Pavement Area)
- Prop. Pavement (Existing Graded Area)
- Prop. PCC Fuel Pad Or Sidewalk



(55)



APRON STORM SEWER PLAN

STORM STRUCTURE TABLE			
NO.	BID ITEM	NORTHING	EASTING
1	S2A-34	186741.47	2547099.69
2	S2A-34	186546.24	2546857.78
3	S2A-34	186750.22	2546756.14
4	S2A-34	186862.53	2547080.75

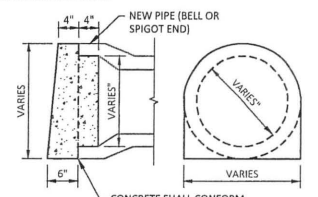
STORM SEWER PIPE TABLE							
NO.	BID ITEM NUMBER	TYPE	FROM	TO	QUANTITY (LF)	QUANTITY (LF)	
1	S2A-26	18 INCH RCP, CLASS III	INLET 1	INLET 2	311	-	
2	S2A-26	18 INCH RCP, CLASS III	INLET 2	INLET 3	228	-	
3	S2A-26	18 INCH RCP, CLASS III	INLET 3	EXIST. INLET	187	-	
4	S2A-27A	12 INCH RCP, CLASS III	INLET 1	INLET 4	-	123	
5	S2A-26	18 INCH RCP, CLASS III	INLET 2	PLUG	8	-	
					TOTAL	734	123

STORM SEWER MISC. ITEM TABLE			
ITEM	QUANTITY	UNIT	
18 INCH RCP PLUG	1	EA	
TAP EXISTING INLET	1	EA	
18 INCH RC COLLAR	1	EA	

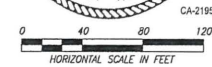
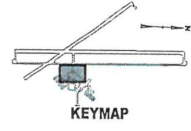
LEGEND	
	Proposed PCC Pavement
	Proposed Area Inlet
	Proposed Storm Sewer Pipe
	Existing Storm Sewer Pipe
	Proposed Contours

CONSTRUCTION NOTES:

- Build Storm Sewer Pipes, Inlets, Manholes, and Culverts In Accordance With The Plans, Tables And Notes On This Page, Along With The Specifications.
- Refer To Sheet 4 (G-4) For Control And Alignment Points.
- Refer To Sheets 34 (ST-3) Through 35 (ST-4) For Storm Drain Details.
- Flowline Elevations Of Existing Pipes And Structures Shown Are Estimated From As-Built Plans Or Survey Data. Contractor Shall Expose Pipes And Structures And Verify Existing Flowlines Prior To Removal Or Construction. Discrepancies Between Estimated And Actual Flowlines Shall Be Resolved By The Engineer.
- Contractor To Verify All Inlet Grates And Frames To Ensure Proper Sizing.
- Refer To Sheet 21 (R-1) Through Sheet 23 (R-3) For Inlet And Storm Drain Removals.
- Refer To Sheet 36 (SD-1) Through Sheet 41 (SD-6) For Subdrain Plans And Details.
- Refer To Sheet 52 (E-1) Through Sheet 64 (E-13) For Electrical Plans And Details.
- All References To Specific Manufacturers Are Listed As A Conformance Material. Approved Equal Products Shall Be Accepted.
- Tap Existing Inlet Where New 18 Inch RCP Pipe Meets Existing Inlet Wall. All Work To Tap New Pipe Into Wall Of Existing Area Inlet, Including Grouting The Opening Around The Pipe With An Approved Non-Shrink Grout, Paid As "Tap Existing Inlet". New Reinforced PCC Pipe Collar Shall Be Installed At Connection Point Of New 18 Inch RCP And Outer Face Of Existing Inlet Wall. Refer To Storm Sewer Pipe Collar Detail On Sheet 35 (ST-4). All Work And Materials Required To Construct Pipe Collar Shall Be Paid As "18 Inch RC Collar".
- Construct 8 Feet Of 18 Inch RCP Pipe And Install Pipe Plug. Refer To Detail This Sheet. Contractor May Opt To Cast PCC Pipe Plug In Place Or Install An Approved Precast Plug Of Similar Dimensions. Plug Shall Be Installed With A Gasket Or Expansion Material That Will Allow For Future Removal Without Damage To 18 Inch RCP. All Work And Materials To Install Pipe Plug In End Of New Pipe Shall Be Paid As "18 Inch RCP Plug".
- Area Inlet 4 Is Being Added Through Change Order No. 1. Construct Inlet With Steel Reinforcement, Inlet Top, Wall Thickness And Base/Bedding In Accordance With Other Area Inlet Details And Notes Shown On Sheet 34 (ST-3). Orientation Of Inlet And Apron Shall Be Square To Existing Fenceline, Any Required Field Adjustments Shall Be Coordinated With RPR At The Time Of Construction.



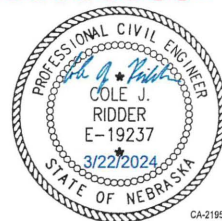
PIPE PLUG DETAIL  
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NO.	REVISIONS	DATE
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APRON STORM SEWER PLAN

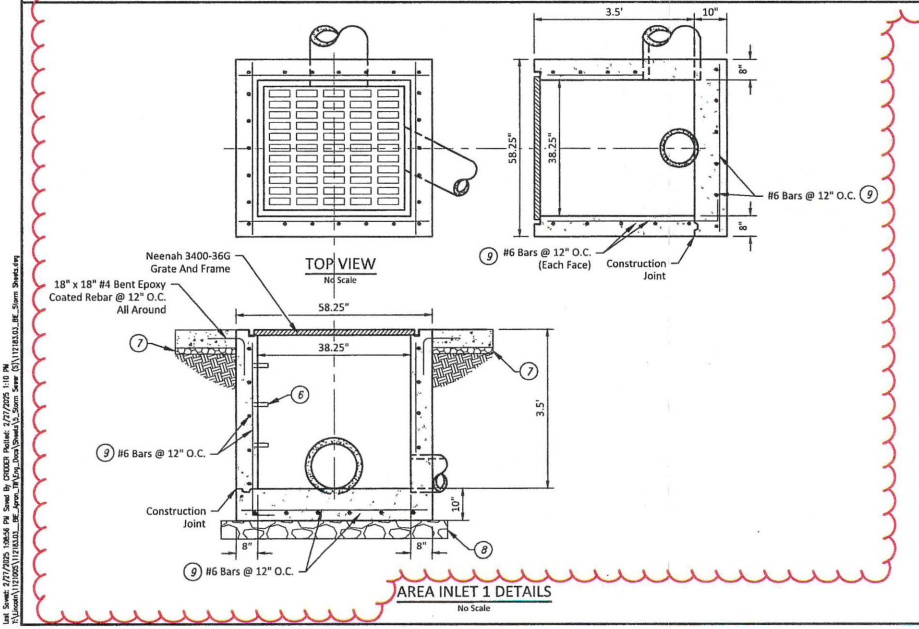
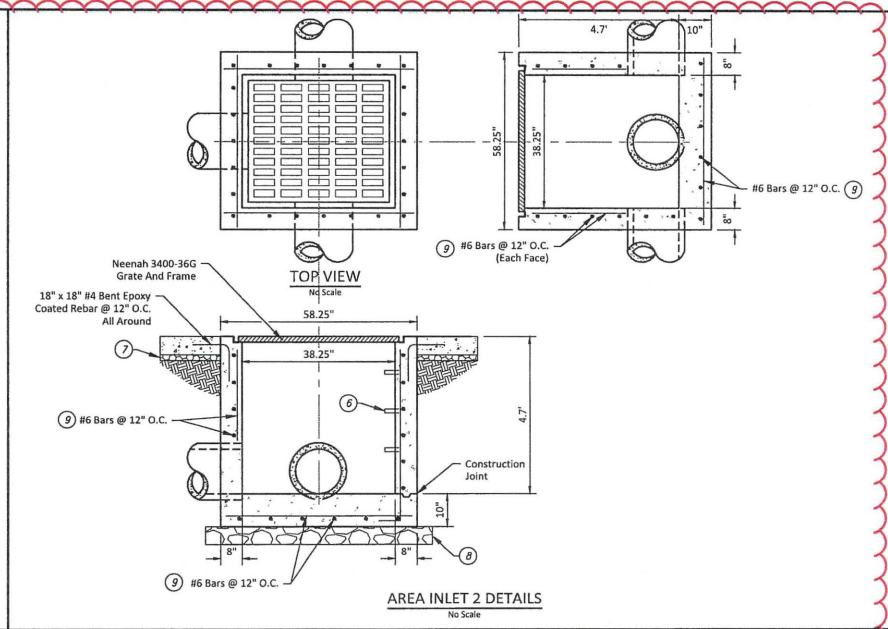
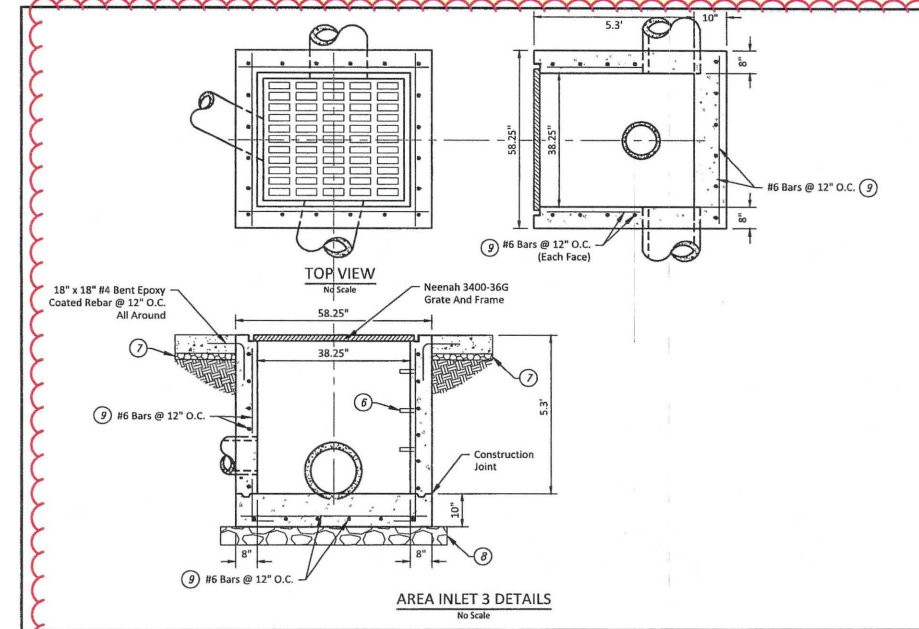
BEATRICE MUNICIPAL AIRPORT (BIE) BEATRICE, NEBRASKA



**benesch**  
Ardie Benesch & Company  
Lincoln, Nebraska 68508  
402-478-2200  
JOB NO. - 117193 01  
DRAWN BY: AJP  
CHECKED BY: AJP  
REVISED BY: ...

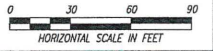
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DATE: MARCH 2024  
SHEET: 33 OF 78  
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**CONSTRUCTION NOTES:** ①

- All Reinforcing Steel Shall Be Deformed Bars Conforming To ASTM Serial Designation A615/615M.
- All Cast In Place Concrete Shall Conform To P-610 Of The Specifications.
- All Reinforcing Steel Shall Be Epoxy Coated.
- The Minimum Clearance, Measure From The Face Of The Concrete To The Surface Of Any Reinforcing Bars Shall Be 2". Cut Bars For Pipe Openings.
- All Existing Concrete Surfaces To Be In Contact With The New Construction Shall Be Thoroughly Roughed And Cleaned Before Placing Any Concrete.
- All Proposed Inlets Shall Have Steps Installed At 1'-4" Spacing. Steps Shall Meet The Requirements Of ASTM C478. The Location Of The Steps Shall Be Coordinated With The Engineer At The Time Of Construction.
- Insulation (Min. Thermal Resistance R-10) ASTM C 578, Type IV, 1.60 Lb/Cu. Ft. Min. Density. Incidental To Inlet.
- 6 Inches Thick NDOT 47B Bedding Material NDOT Table 1033.03A (Coarse Aggregate For Concrete), Class E, As Approved By The Engineer
- Steel Reinforcing Shall Be Installed Per The Bar Size And Spacing In The Callouts On This Sheet. Section Views Are Not Drawn To Scale And Actual Inlets May Require More Or Less Bars Than Shown In The Section View To Meet Spacing And Clearance Requirements.



NO.	REVISIONS	DATE

**STORM DETAILS I**

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

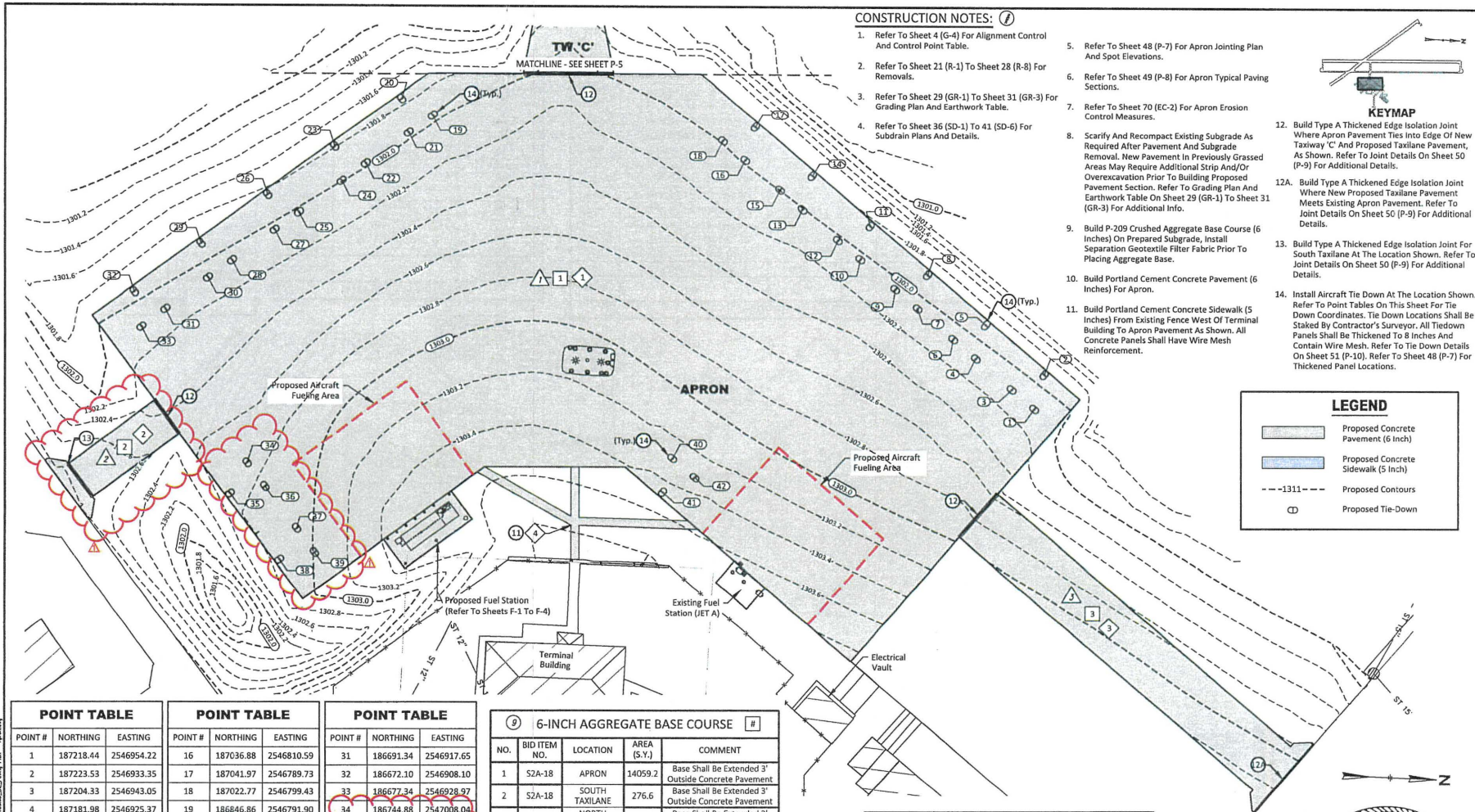
**benesch**  
Benesch & Company  
825 M Street - Suite 100  
Beatrice, NE 68305  
402-272-2200  
Fax: 402-272-2200  
Lic. No.: 12183-01  
State of NE - P.E.

PROJECT: RECORD, TR C & APRON  
DATE: MARCH 2024

SHEET: 34 OF 78  
DRAWING NO: ST-3

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Printer: HP DesignJet T1130  
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**KEYMAP**

**LEGEND**

- Proposed Concrete Pavement (6 Inch)
- Proposed Concrete Sidewalk (5 Inch)
- Proposed Contours
- Proposed Tie-Down

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**APRON PAVING PLAN**

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

**POINT TABLE**

POINT #	NORTHING	EASTING
1	187218.44	2546954.22
2	187223.53	2546933.35
3	187204.33	2546943.05
4	187181.98	2546925.37
5	187187.06	2546904.50
6	187167.86	2546914.20
7	187145.51	2546896.52
8	187150.59	2546875.66
9	187131.39	2546885.35
10	187109.43	2546867.98
11	187114.52	2546847.12
12	187095.31	2546856.81
13	187072.92	2546839.19
14	187078.05	2546818.27
15	187058.84	2546827.96

**POINT TABLE**

POINT #	NORTHING	EASTING
16	187036.88	2546810.59
17	187041.97	2546789.73
18	187022.77	2546799.43
19	186846.86	2546791.90
20	186827.62	2546782.35
21	186832.86	2546803.21
22	186807.98	2546823.33
23	186788.74	2546813.79
24	186793.98	2546834.65
25	186769.10	2546854.77
26	186749.86	2546845.23
27	186755.10	2546866.09
28	186730.22	2546886.21
29	186710.98	2546876.66
30	186716.22	2546897.53

**POINT TABLE**

POINT #	NORTHING	EASTING
31	186691.34	2546917.65
32	186672.10	2546908.10
33	186677.34	2546928.97
34	186744.88	2547008.04
35	186735.38	2547027.30
36	186756.23	2547022.01
37	186776.42	2547046.84
38	186766.92	2547066.10
39	186787.74	2547060.83
40	187000.94	2546993.82
41	186995.93	2547014.74
42	187015.06	2547004.99

**6-INCH AGGREGATE BASE COURSE**

NO.	BID ITEM NO.	LOCATION	AREA (S.F.)	COMMENT
1	S2A-18	APRON	14059.2	Base Shall Be Extended 3' Outside Concrete Pavement
2	S2A-18	SOUTH TAXILANE	276.6	Base Shall Be Extended 3' Outside Concrete Pavement
3	S2A-18	NORTH TAXILANE	1049.5	Base Shall Be Extended 3' Outside Concrete Pavement
TOTAL			15,385	

**SEPARATION GEOTEXTILE FILTER FABRIC**

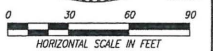
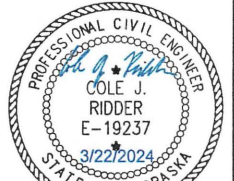
NO.	BID ITEM NO.	LOCATION	AREA (S.F.)	COMMENT
1	S2A-19	APRON	14059.2	Extend Fabric Up Aggregate Base Vertical Edges. Turn Ups & Overlaps Not Paid.
2	S2A-19	SOUTH TAXILANE	276.6	Extend Fabric Up Aggregate Base Vertical Edges. Turn Ups & Overlaps Not Paid.
3	S2A-19	NORTH TAXILANE	1049.5	Extend Fabric Up Aggregate Base Vertical Edges. Turn Ups & Overlaps Not Paid.
TOTAL			15,385	

**6-INCH PCC PAVEMENT**

NO.	BID ITEM NO.	LOCATION	AREA (S.F.)
1	S2A-20	APRON	13606.9
2	S2A-20	SOUTH TAXILANE	223.3
3	S2A-20	NORTH TAXILANE	968.0
TOTAL			14,798

**5-INCH PCC SIDEWALK**

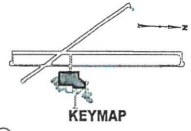
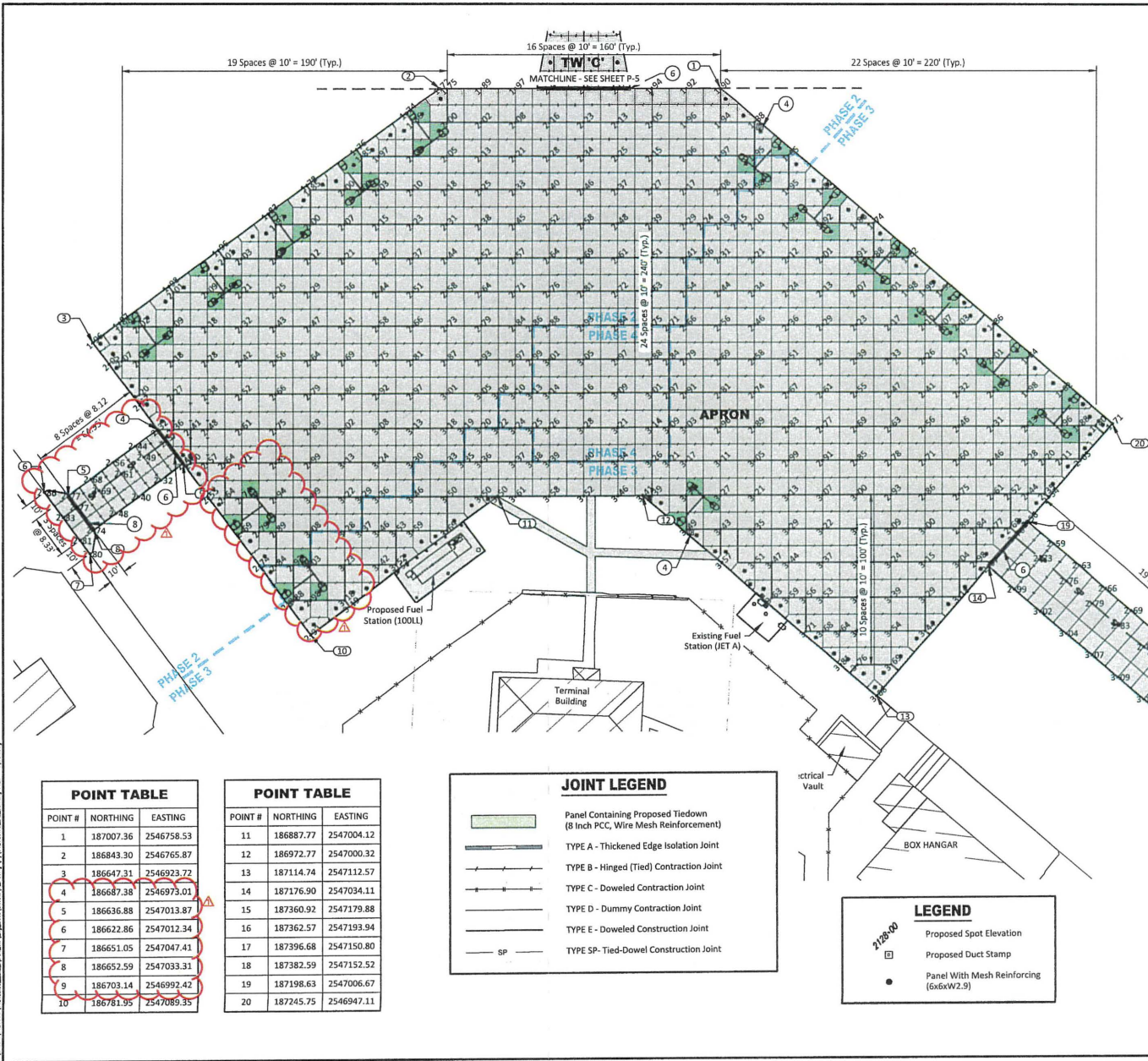
NO.	BID ITEM NO.	LOCATION	AREA (S.F.)
4	S2A-21	TERMINAL WALKWAY	941.1
TOTAL			941



**benesch**  
 Alfred Benesch & Company  
 825 M Street - Suite 100  
 Omaha, NE 68102-2200  
 Phone: 402-478-2200  
 Fax: 402-478-2200  
 Email: info@benesch.com

PROJECT: RECORDS: TR C & APRON  
 SHEET: 47/78  
 DRAWING NO.: P-6  
 DATE: MARCH 2024  
 CA-2195

(59)



**CONSTRUCTION NOTES:**

1. Refer To Point Table On This Sheet For Proposed Limits Of Apron Pavement.
2. Refer To Sheet 49 (P-8) For Typical Paving Sections.
3. Refer To Sheet 50 (P-9) For Pavement Joint Details.
4. Imprint "DUCT" For Duct Marker At Locations Shown. Existing Or Proposed Duct Locations Shall Be Confirmed By Contractor With RPR Before Imprinting. Refer To Sheet 61 (E-10) For Stamp Detail. "DUCT" Imprints Shall Be Incidental To "Concrete Pavement (6 inches)".
5. Add 1300' To All Spot Elevations.
6. Build Type A Thickened Edge Isolation Joint Where Apron Pavement Ties Into Edge Of New Taxiway "C" And Proposed Taxiway Pavement, As Shown. Refer To Joint Details On Sheet 50 (P-9) For Additional Details.
7. Build Type A Thickened Edge Isolation Joint Where New Proposed Taxiway Pavement Meets Existing Apron Pavement. Refer To Joint Details On Sheet 50 (P-9) For Additional Details.
8. Build Type A Thickened Edge Isolation Joint For South Taxiway At The Location Shown. Refer To Joint Details On Sheet 50 (P-9) For Additional Details.
9. All Panels That Contain Proposed Tiedowns Shall Be Thickened To 8 Inches And Contain Wire Mesh. Refer To Tie Down Details On Sheet 51 (P-10). Refer To Sheet 47 (P-6) For Tiedown Location Point Table.
10. Contractor Shall Confirm Joint Layouts With RPR In The Field Prior To Sawing Joints Or Completing PCC Pour. Minor Adjustments May Be Required Around The Apron Pavement Edges.

NO.	REVISIONS	DATE

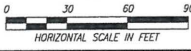
**APRON JOINT LAYOUT PLAN**

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

**benesch**  
Alfred Benesch & Company  
825 M Street - Suite 100  
Beatrice, NE 68305  
402-271-2200 FAX No. - 11218101

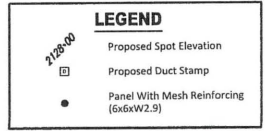
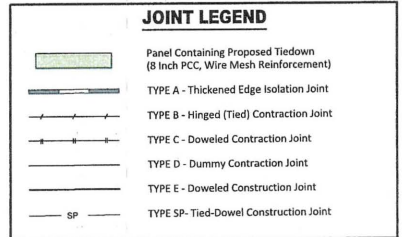
PROJECT: RECONGT. RW C & APRON  
DATE: MARCH 2024  
SHEET: 48 OF 78  
DRAWING NO.: P-7

CA-2195  
STATE OF NEBRASKA  
PROFESSIONAL CIVIL ENGINEER  
COLE J. RIDDER  
E-19237  
3/22/2024



POINT TABLE		
POINT #	NORTHING	EASTING
1	187007.36	2546758.53
2	186843.30	2546765.87
3	186647.31	2546923.72
4	186687.38	2546973.01
5	186636.88	2547013.87
6	186622.86	2547012.34
7	186651.05	2547047.41
8	186652.59	2547033.31
9	186703.14	2546992.42
10	186781.95	2547089.35

POINT TABLE		
POINT #	NORTHING	EASTING
11	186687.77	2547004.12
12	186972.77	2547000.32
13	187114.74	2547112.57
14	187176.90	2547034.11
15	187360.92	2547179.88
16	187362.57	2547193.94
17	187396.68	2547150.80
18	187382.59	2547152.52
19	187198.63	2547006.67
20	187245.75	2546947.11



Plot Date: 3/22/2024 10:52 AM. Plot By: Benesch & Company. Plot File: P-7.dwg. Plot Path: \\server1\171005\171023\171023.dwg. Plot Scale: 1:1. Plot Orientation: Landscape. Plot Color: Black. Plot Lineweight: 0.25. Plot Font: Arial. Plot Title: BEATRICE MUNICIPAL AIRPORT (BIE) BEATRICE, NEBRASKA. Plot Sheet: 48 OF 78. Plot Drawing No.: P-7.



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

A resolution authorizing the Mayor and City Clerk to enter into a Ground Lease with Johnny D. Saathoff, for the purpose of leasing ground 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 be and hereby are authorized to enter into a Ground Lease between the City of Beatrice, Nebraska and Johnny D. Saathoff for the purpose of leasing for the purpose of leasing ground located at the Beatrice Municipal Airport. A copy of said Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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

# Exhibit "A"

## GROUND LEASE

This Lease is made and entered into by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessor", and Johnny D. Saathoff, a single person, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

**1. LEASED PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to all of the terms and conditions of this Lease, the area designated on the map attached hereto and marked as Exhibit "A", located in the Southeast Quarter of Section 21, Township 4, Range 6 East of the P.M., Beatrice, Gage County, Nebraska, consisting of approximately Ninety-Two Thousand Twenty (92,020) square feet (hereinafter the "Leased Premises").

**2. TERM.** The term of this Lease shall be for five (5) years, commencing on January 1, 2025 and ending on December 31, 2029. This Lease shall automatically renew for another one (1) year term beginning on January 1, 2030, hereinafter, unless either party gives a thirty (30) calendar day written notice of its intention to terminate, or the Lease is terminated pursuant to Section 20 or Section 21 of this Lease.

**3. PAYMENT.** Lessee shall pay to Lessor in advance as and for rent Seven Thousand Four Hundred Sixteen Dollars (\$7,416.00) for the first year of this Lease, due on or before January 1, 2025. Thereafter, the annual rental amount shall increase by three percent (3%) each year during the term of this Lease. For example, the annual rental for the lease year beginning on January 1, 2026 and ending on December 31, 2026 shall be Seven Thousand Six Hundred Thirty-Eight Dollars and Forty-Eight Cents (\$7,638.48).

**4. INTEREST ON LATE PAYMENTS.** In the event any rent or any other sum payable by Lessee to Lessor under the provisions of this Lease is not received by Lessor from Lessee within ten (10) calendar days the date it is due and payable, Lessee shall pay to Lessor an additional sum ("Late Charge") in the amount equal to the maximum percentage allowed by statute of the amount of annual rent due for each day such rent is due and not paid. In addition to any other charges permitted herein, if Lessee makes a payment to Lessor by check and said check is returned to Lessor by Lessee's bank for insufficient funds, then an additional charge of Twenty-Five Dollars (\$25.00) per check shall be paid by Lessee to Lessor.

**5. NET LEASE.** Lessor and Lessee agree that the rent payments due under this Lease are to be net to the Lessor throughout the term, including any renewal thereof. Lessee shall pay all expenses for the Leased Premises, including but not limited to, real estate taxes and special assessments, insurance premiums, utilities, janitorial services and maintenance. In the event of a fire or other catastrophe that closes the business for thirty (30) consecutive calendar days or more, the rent shall be abated at the rate of 1/12 the annual rent for each complete calendar

month that the Lessee's business is completely closed so long as Lessee, in the sole discretion of Lessor, diligently pursues repairs and/or rebuilding; provided that the abatement of rent shall not exceed six (6) calendar months.

**6. RIGHT TO LEASE.** Lessor covenants that Lessor is seized of the Leased Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term hereof.

**7. PURPOSE.** The purpose of this Lease is for Lessee to use the Leased Premises for purpose of maintaining Buildings 7, 8, 9 and 10, and for the operation of a commercial towing, vehicle repair, and vehicle storage business. Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the premises, or acts done, which would cause a cancellation of any insurance policy covering the premises, or any part thereof. Lessee hereby expressly agrees that Lessor has made no warranty with respect to the project or as to its suitability or usefulness for Lessee's purposes; and Lessee hereby expressly agrees that the Lessor shall not be liable to it for any defect in the Leased Premises.

**8. HAZARDOUS WASTE.** Lessor is not aware of any hazardous waste or other contaminant located above, upon, under, within or from the Lease Premises and further is not aware of any underground storage tanks containing any contaminant located upon the Lease Premises.

#### **9. ENVIRONMENTAL COVENANTS.**

A. Lessee covenants that:

1. No toxic or hazardous substance, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls, shall be generated, treated, stored or disposed of, or otherwise deposited in or located on or released on or to the Leased Premises, including, without limitation, the surface or subsurface waters of the Leased Premises;
2. Lessee shall not engage in and shall not permit any other party to engage in any activity on the Leased Premises which would cause:
  - a. The Leased Premises to become a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring the Leased Premises within the scope of the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S. C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law,
  - b. A release or threatened release of a hazardous substance from or to the Leased Premises within the meaning of, or otherwise bring the Leased Premises within the scope of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. § 9601-9657,

as amended, or any similar state law or local ordinance or any other environmental law, or

- c. The discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or the Clear Air Act, 42 § 7401, et seq., or any similar state law or local ordinance or any other environmental law.
3. Lessee shall not permit any substance or condition in or on the Leased Premises which might support a claim or causes of action under RCRA, CERCLA, or other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements; and
  4. No other ground storage tank shall be located on or under the Leased Premises.

As used herein, the terms "Hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "Disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined herein, such broader meaning shall apply subsequent to the effective date of such amendment, provided further, to the extent that the laws of the State of Nebraska establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

- B. In the event Lessee or Lessor is obligated by any applicable federal, state, or local law, ordinance, or regulation, or otherwise directed by any governmental agency or authority, to clean up, remove or encapsulate or cause the cleanup, removal, or encapsulation of any hazardous waste and/or hazardous material or asbestos or material containing asbestos from the Leased Premises, Lessee hereby guarantees to Lessor that Lessee shall:
  1. Promptly undertake to arrange for such cleanup, removal, and/or disposal in accordance with all applicable governmental regulations, ordinances, or laws;
  2. Exercise its best efforts to ensure that such cleanup and/or removal shall be conducted in a timely and diligent manner, as determined solely by Lessor; and
  3. Assume the costs and expenses, including any fines, of such cleanup and/or removal, unless caused by Lessor, its agents, employees, or was located on the Leased Premises prior to Lessee taking possession.
- C. In the event that any lien is recorded or filed against the Leased Premises pursuant to any governmental regulations, ordinances, or laws regarding hazardous materials and/or hazardous waste, or asbestos, Lessee hereby guarantees to Lessor that Lessee shall, not later than thirty (30) calendar days following the filing of such lien, satisfy the claim and cause the lien thereunder to be discharged of record.

- D. In addition to the foregoing, Lessee shall be responsible for all loss (including diminution in the value of the Leased Premises), cost, damage, liability, obligation, causes of action, fine, penalty or expense (including attorneys' fees and expenses for investigation, inspection, removal, clean up, and remedial costs incurred to permit continued or resume normal operation of the Leased Premises), caused by Lessee and due to:
1. The presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any hazardous materials and/or hazardous wastes on, from, or affecting the Leased Premises, or any other property, or the presence of asbestos on the Leased Premises;
  2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous wastes, hazardous materials, or asbestos;
  3. Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous wastes, hazardous materials, or asbestos; or
  4. Any violation of laws, orders, regulations, requirements or demands of governmental authorities, which are based upon or in any way related to such hazardous wastes, hazardous materials, or asbestos including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

**10. UTILITIES & LIABILITY.** The Lessor makes no guarantees pursuant to this agreement about the availability of water, electric, sewer, garbage, or other utility services to the Leased Premises. Any utility costs will be the sole obligation of the Lessee during the time period of this Lease. Should utilities later be needed, all water, sewer, electricity utility expenses, and garbage removal shall be the responsibility of and shall be paid by Lessee.

**11. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee shall at all times comply in all respects with all applicable government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply; and Lessee shall save and hold Lessor harmless for from any and all expenses or damages resulting from Lessee's failure to do so.

Lessee covenants and agrees that Lessee will exercise its rights and privileges hereunder in a manner so as to not cause, or permit to cause, interference in or with the use, operation, maintenance, or development of the Beatrice Municipal Airport.

Notwithstanding the above, any change in the provision of the zoning and building ordinances of the City of Beatrice, or in the change in the use, operation, maintenance or development of the Beatrice Municipal Airport or Lessor's adjacent land which such changes cause Lessee to no longer be in compliance with the terms of this Section through no action of its own, then such event shall not be deemed a violation of this section.

**12. RELATIONSHIP.** The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

**13. LIENS.** Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

**14. CONDITION AND REPAIR.** Lessee shall at all times keep the Leased Premises in good condition, order, and repair; Lessee shall commit no waste on the premises and Lessee shall not allow any nuisance to exist on the premises.

**15. SAFE CONDITION.** Lessee shall at all times keep the Leased Premises in a safe, clean, nuisance-free condition to comply in all respects with all government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply except as such may be modified by duly constituted authority.

**16. OTHER MAINTENANCE BY LESSEE.** Lessee shall be responsible for keeping the Leased Premises, as well as the entrance to said Leased Premises, free and clear of all obstructions of every kind and from snow and ice at Lessee's expenses.

**17. WAIVER, RELEASE, & INDEMNIFICATION.** Lessee and its successors, heirs, personal representatives, and assigns, shall indemnify Lessor and shall save and hold Lessor and Lessor's employees, officers, elected officials, and agents harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions of Lessee or any third party on or about the Leased Premises, and the Lessee shall at its own expense defend any such suit or action, which may be brought against the Lessor, its tenants, successors or assigns. Lessee shall also provide and pay for policies of insurance against such liabilities, loss, damage or injury as public liability, landlord/tenant, and others necessary to help fund this indemnification to the extent of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for claim or damages from any single occurrence and to the extent not less than One Million and 00/100 Dollars (\$1,000,000.00) to cover the aggregate of any occurrences to the policy together with an insurance certificate listing the City of Beatrice as an additional insured prior to the commencement of this Lease. Said policy shall be taken only with the insurance companies that are duly authorized to do business in the State of Nebraska. If Lessee fails to provide that insurance (or proof thereof to Lessor upon request), Lessor may, after five (5) calendar days' written notice to Lessee, at Lessor's option, procure or renew the insurance. The premiums

paid by Lessor plus interest on the amount paid at the rate of twelve percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

Lessee further releases for itself and for its (if any) officers, shareholders, managers, members, employees, agents, attorneys, and assigns, jointly and severally, hereby absolutely and unconditionally release and forever discharge the City, its elected officials, appointed officials, employees, attorneys and assigns from any and all claims, demands, causes of action, liabilities, obligations and damages of any and every kind or nature whatsoever, in law, in equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, which they or any one of them has, has had or may hereafter have arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease and/or any interruption or disruption of this Lease, which may be based upon or connected with any of the matters of law or fact raised in regard thereto, including all claims for court costs and attorney's fees arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease, any interruption or disruption of this Lease, or other matters related to thereto prior to the date of execution of this agreement or any claim released hereby.

Lessee agrees to provide this waiver of rights and indemnification in consideration of the Lessor's agreement to lease the Leased Premises to Lessee.

**18. INSPECTION.** Lessee shall permit Lessor to inspect the Leased Premises at a mutually convenient time for both the Lessee and the Lessor during usual business hours for the purposes of inspections which may reasonably be necessary for the protection of the Lessor's interest in the Leased Premises.

**19. ENTRY OF PREMISES.** Lessor shall have the privilege of entering and occupying any portion of the demised premises which is desired by Lessor for the operation or development of the Beatrice Municipal Airport or any other purposes at any time, whereupon Lessee shall cease to have a leasehold interest in such portion of the demised premises. Lessor shall give Lessee seven (7) calendar days' written notice of such intention. The amount of the rent to be paid to Lessor as provided in Paragraph 3 shall be reduced in the amount of the rental price for square foot in which the Lessee shall cease to have a leasehold interest if Lessor occupies such acres prior to harvest of Lessee's crop planted thereon.

**20. BREACH & CURE.** Failure of either party to this Lease to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate this agreement without notice.

**21. TERMINATION.** In addition to the termination proceedings set forth in Section 20 above, either party shall have the right to terminate this Lease for any reason upon thirty (30) calendar days written notice to the other party. Upon damage to the Leased Premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party.

**22. FEDERAL REQUIREMENTS.**

- A. Lessee shall 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 or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in good repair the landing area of the airport and all publicly-owned facilities of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right to further develop and 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 the Lessee, and without interference or hinderance.
- D. 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.
- E. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas of 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 government, shall be suspended.
- F. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States Government or any agency thereof relative to the maintenance, operation, or development of the airport.
- G. It is understood and agreed 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.

- H. Lessor reserves for itself, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right for passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said airspace or landing at, taking off from, or operation on or about the airport.
- I. Lessee for themselves, their 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 Leased Premises for a purpose for which the Department of Transportation program of 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.
- J. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees 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, and (3) that the Lessee 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.
- K. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 308 of the Federal Aviation Act of 1958.

**22. FILING FEES.** Lessee shall pay all filing fees associated with the filing of any notice of this Lease.

**23. SUBLEASES.** The Leased Premises, in whole nor in part, may not be subleased by the Lessee without written permission from Lessor. The right to receive rents under this Lease shall be freely assignable by the Lessor.

**24. ASSIGNMENT.** Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or

pledge this Lease or any interest thereon without the prior express written approval of the Lessor, which consent shall not be unreasonably withheld.

**25. SALE.** Any sale or mortgage of Lessor's interest in the Leased Premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease nor any interest thereon without the express written approval of the Lessor.

**26. REMOVAL OF ALTERATIONS OR IMPROVEMENTS UPON TERMINATION.** On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and to restore the Leased Premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

**27. NOTICES.** Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

<b>Lessor:</b> City of Beatrice	<b>Lessee:</b> Johnny D. Saathoff
ATTN: City Attorney	29738 US Hwy 77
400 Ella Street	Beatrice, NE 68310
Beatrice, NE 68310	

**28. OPTION TO PURCHASE STRUCTURES.** Lessee hereby grants to Lessor an option to purchase the structures described in Section 7 of this Lease, in the event Lessee decides to offer said structures for sale. Said option shall consist of Lessor being given the right of first refusal, that is the first opportunity to purchase said structures at fair market price before any offer to sell said structures is made to any other party.

**29. SUBJECT TO APPROVAL.** It is understood and agreed that this agreement is subject to the approval of the Nebraska Department of Aeronautics.

**30. COVENANTS.** The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

**31. WAIVER.** No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

**32. WRITTEN MODIFICATION, RELEASE, DISCHARGE, OR WAIVER REQUIRED.** No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless signed by the party against whom it is claimed or that party's duly authorized agent.

**33. SAVINGS CLAUSE.** If any paragraph or part thereof of this Lease shall be invalid, illegal or inoperative for any reason, the remaining parts, so far as possible, shall be effective and fully operative.

**34. ENTIRE AGREEMENT.** This instrument contains the entire agreement 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, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

**35. SUPERSEDE.** This Agreement shall supersede and terminate all previous agreements between the parties, or their predecessors.

**36. TAXES.** Lessee shall pay all taxes and assessments with respect to the Leased Premises of any sort whatsoever that shall become due and payable or assessed, including all real estate taxes and all personal property taxes for the year 2023 and thereafter. Lessor shall forward to Lessee any notice, bill or other document received by Lessor concerning any such imposition.

**37. CAPTIONS.** The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

**38. GOVERNING LAW.** The laws of the State of Nebraska shall govern this Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

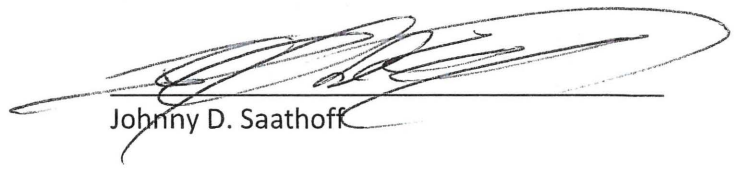
Attest:

CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation,  
Lessor

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

By: \_\_\_\_\_  
Robert Morgan, Mayor

JOHNNY D. SAATHOFF, Lessee

  
Johnny D. Saathoff

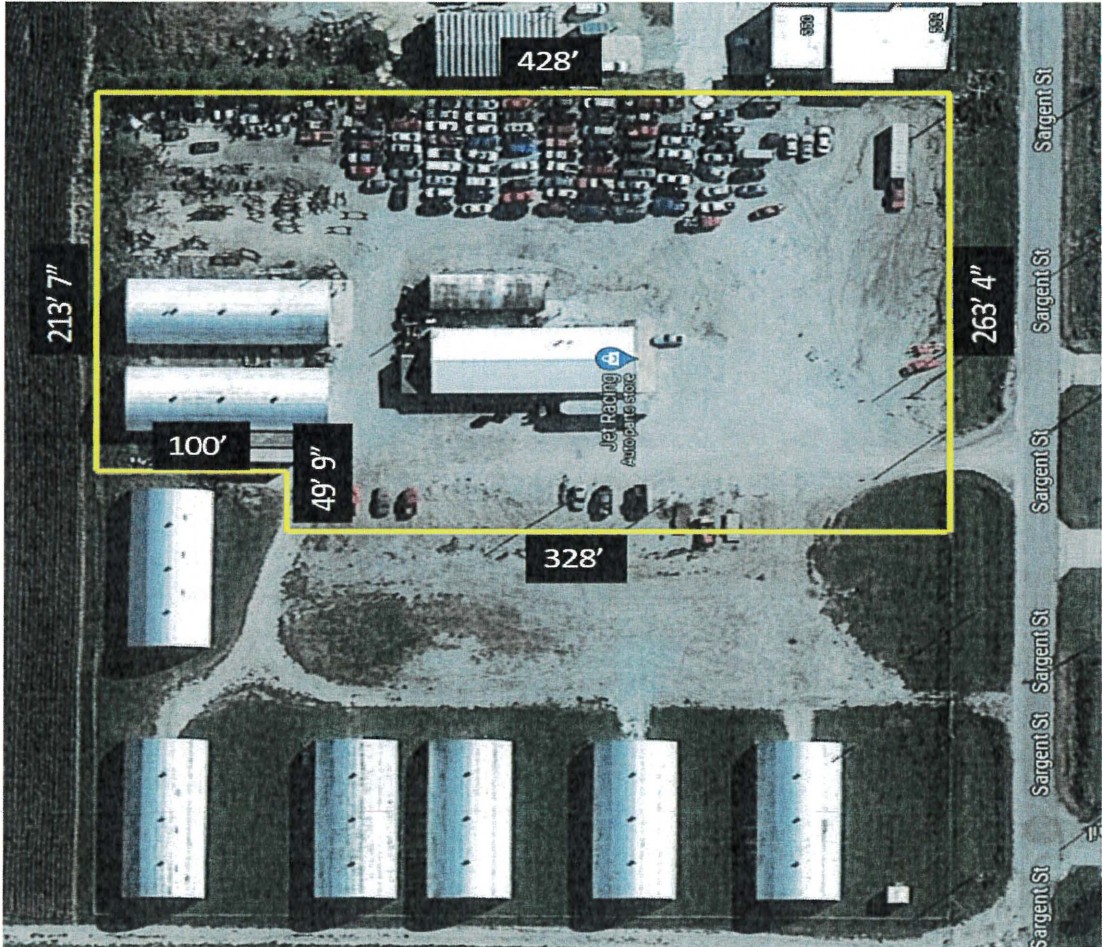
STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing instrument was acknowledged before me on this 11th day of April, 2025 by Johnny D. Saathoff to be his voluntary act and deed.

GENERAL NOTARY - State of Nebraska  
TAYLOR RIVERA  
My Comm. Exp. August 4, 2028

*[Signature]*  
Notary Public

EXHIBIT "A"



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

A resolution authorizing the Mayor and City Clerk to enter into a Quonset Lease with Johnny D. Saathoff, for the purpose of leasing Quonset No. 1, 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 be and hereby are authorized to enter into a Quonset Lease between the City of Beatrice, Nebraska and Johnny D. Saathoff for the purpose of leasing for the purpose of leasing Quonset No. 1, located at the Beatrice Municipal Airport. A copy of said Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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

**QUONSET LEASE**

This Lease is made and entered into by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessor", and Johnny D. Saathoff, a single person, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

**1. LEASED PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to all of the terms and conditions of this Lease, Quonset No. 1, as shown on the map attached hereto and marked as Exhibit "A", located in the Southeast Quarter of Section 21, Township 4, Range 6 East of the P.M., Beatrice, Gage County, Nebraska (hereinafter the "Leased Premises").

**2. TERM.** The term of this Lease shall be for one (1) year, commencing on January 1, 2025 and ending on December 31, 2025. This Lease shall automatically renew for another one (1) year term beginning on January 1, 2026, hereinafter, unless either party gives a thirty (30) calendar day written notice of its intention to terminate, or the Lease is terminated pursuant to Section 21 or Section 22 of this Lease.

**3. PAYMENT.** Lessee shall pay to Lessor for annual rent in the amount of Four Thousand Five Hundred Eighty-Nine Dollars and Forty-Five Cents (\$4,589.45) on or before January 1, 2025. Thereafter, the annual rental amount shall increase by three percent (3%) each year during the term of this Lease. For example, the annual rental for the lease year beginning on January 1, 2026 and ending on December 31, 2026 shall be Four Thousand Seven Hundred Twenty-Seven Dollars and Thirteen Cents (\$4,727.13).

**4. INTEREST ON LATE PAYMENTS.** In the event any rent or any other sum payable by Lessee to Lessor under the provisions of this Lease is not received by Lessor from Lessee within ten (10) calendar days the date it is due and payable, Lessee shall pay to Lessor an additional sum ("Late Charge") in the amount equal to maximum percentage allowed by statute of the amount of annual rent due for each day such rent is due and not paid. In addition to any other charges permitted herein, if Lessee makes a payment to Lessor by check and said check is returned to Lessor by Lessee's bank for insufficient funds, then an additional charge of Twenty-Five Dollars (\$25.00) per check shall be paid by Lessee to Lessor.

**5. NET LEASE.** Lessor and Lessee agree that the rent payments due under this Lease are to be net to the Lessor throughout the term, including any renewal thereof. In the event of a fire or other catastrophe that closes the hangar for thirty (30) consecutive calendar days or more, the rent shall be abated at the rate of 1/12 the annual rent for each complete calendar month that the Lessee's business is completely closed so long as Lessee, in the sole discretion of Lessor, diligently pursues repairs and/or rebuilding; provided that the abatement of rent shall not exceed six (6) calendar months.

**6. RIGHT TO LEASE.** Lessor covenants that Lessor is seised of the Leased Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term hereof.

**7. PURPOSE.** The purpose of this Lease is for Lessee to use the Leased Premises for purpose of storing equipment, and other personal property. Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the premises, or acts done, which would cause a cancellation of any insurance policy covering the premises, or any part thereof. Lessee hereby expressly agrees that Lessor has made no warranty with respect to the project or as to its suitability or usefulness for Lessee's purposes; and Lessee hereby expressly agrees that the Lessor shall not be liable to it for any defect in the Leased Premises.

**8. HAZARDOUS WASTE.** Lessor is not aware of any hazardous waste or other contaminant located above, upon, under, within or from the Lease Premises and further is not aware of any underground storage tanks containing any contaminant located upon the Leased Premises.

#### **9. ENVIRONMENTAL COVENANTS.**

A. Lessee covenants that:

1. No toxic or hazardous substance, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls, shall be generated, treated, stored or disposed of, or otherwise deposited in or located on or released on or to the Leased Premises, including, without limitation, the surface or subsurface waters of the Leased Premises;
2. Lessee shall not engage in and shall not permit any other party to engage in any activity on the Leased Premises which would cause:
  - a. The Leased Premises to become a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring the Leased Premises within the scope of the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S. C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law,
  - b. A release or threatened release of a hazardous substance from or to the Leased Premises within the meaning of, or otherwise bring the Leased Premises within the scope of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance or any other environmental law, or
  - c. The discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or

the Clear Air Act, 42 § 7401, et seq., or any similar state law or local ordinance or any other environmental law.

3. Lessee shall not permit any substance or condition in or on the Leased Premises which might support a claim or causes of action under RCRA, CERCLA, or other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements; and
4. No other ground storage tank shall be located on or under the Leased Premises.

As used herein, the terms "Hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "Disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined herein, such broader meaning shall apply subsequent to the effective date of such amendment, provided further, to the extent that the laws of the State of Nebraska establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

- B. In the event Lessee or Lessor is obligated by any applicable federal, state, or local law, ordinance, or regulation, or otherwise directed by any governmental agency or authority, to clean up, remove or encapsulate or cause the cleanup, removal, or encapsulation of any hazardous waste and/or hazardous material or asbestos or material containing asbestos from the Leased Premises, Lessee hereby guarantees to Lessor that Lessee shall:
  1. Promptly undertake to arrange for such cleanup, removal, and/or disposal in accordance with all applicable governmental regulations, ordinances, or laws;
  2. Exercise its best efforts to ensure that such cleanup and/or removal shall be conducted in a timely and diligent manner, as determined solely by Lessor; and
  3. Assume the costs and expenses, including any fines, of such cleanup and/or removal, unless caused by Lessor, its agents, employees, or was located on the Leased Premises prior to Lessee taking possession.
- C. In the event that any lien is recorded or filed against the Leased Premises pursuant to any governmental regulations, ordinances, or laws regarding hazardous materials and/or hazardous waste, or asbestos, Lessee hereby guarantees to Lessor that Lessee shall, not later than thirty (30) calendar days following the filing of such lien, satisfy the claim and cause the lien thereunder to be discharged of record.
- D. In addition to the foregoing, Lessee shall be responsible for all loss (including diminution in the value of the Leased Premises), cost, damage, liability, obligation, causes of action, fine, penalty or expense (including attorneys' fees and expenses for investigation, inspection, removal, clean up, and remedial costs incurred to permit

continued or resume normal operation of the Leased Premises), caused by Lessee and due to:

1. The presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any hazardous materials and/or hazardous wastes on, from, or affecting the Leased Premises, or any other property, or the presence of asbestos on the Leased Premises;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous wastes, hazardous materials, or asbestos;
3. Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous wastes, hazardous materials, or asbestos; or
4. Any violation of laws, orders, regulations, requirements or demands of governmental authorities, which are based upon or in any way related to such hazardous wastes, hazardous materials, or asbestos including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

**10. UTILITIES & LIABILITY.** The Lessor makes no guarantees pursuant to this agreement about the availability of water, electric, sewer, garbage, or other utility services to the Leased Premises. Any utility costs will be the sole obligation of the Lessee during the time period of this Lease. Should utilities later be needed, all water, sewer, electricity utility expenses, and garbage removal shall be the responsibility of and shall be paid by Lessee.

**11. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee shall at all times comply in all respects with all applicable government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply; and Lessee shall save and hold Lessor harmless for from any and all expenses or damages resulting from Lessee's failure to do so.

Lessee covenants and agrees that Lessee will exercise its rights and privileges hereunder in a manner so as to not cause, or permit to cause, interference in or with the use, operation, maintenance, or development of the Beatrice Municipal Airport.

Notwithstanding the above, any change in the provision of the zoning and building ordinances of the City of Beatrice, or in the change in the use, operation, maintenance or development of the Beatrice Municipal Airport or Lessor's adjacent land which such changes cause Lessee to no longer be in compliance with the terms of this Section through no action of its own, then such event shall not be deemed a violation of this section.

**12. RELATIONSHIP.** The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to

the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

**13. LIENS.** Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

**14. CONDITION AND REPAIR.** Lessee shall at all times keep the Leased Premises in good condition, order, and repair; Lessee shall commit no waste on the premises and Lessee shall not allow any nuisance to exist on the premises.

**15. SAFE CONDITION.** Lessee shall at all times keep the Leased Premises in a safe, clean, nuisance-free condition to comply in all respects with all government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply except as such may be modified by duly constituted authority.

**16. OTHER MAINTENANCE BY LESSEE.** Lessee shall be responsible for keeping the Leased Premises, as well as the entrance to said Leased Premises, free and clear of all obstructions of every kind and from snow and ice at Lessee's expenses.

**17. WAIVER, RELEASE, & INDEMNIFICATION.** Lessee and its successors, heirs, personal representatives, and assigns, shall indemnify Lessor and shall save and hold Lessor and Lessor's employees, officers, elected officials, and agents harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions of Lessee or any third party on or about the Leased Premises, and the Lessee shall at its own expense defend any such suit or action, which may be brought against the Lessor, its tenants, successors or assigns. Lessee shall also provide and pay for policies of insurance against such liabilities, loss, damage or injury as public liability, landlord/tenant, and others necessary to help fund this indemnification to the extent of not less than One Million and 00/100 Dollars (\$1,000,000.00) for claim or damages from any single occurrence and to the extent not less than Two Million and 00/100 Dollars (\$2,000,000.00) to cover the aggregate of any occurrences to the policy together with an insurance certificate listing the City of Beatrice as an additional insured prior to the commencement of this Lease. Said policy shall be taken only with the insurance companies that are duly authorized to do business in the State of Nebraska. If Lessee fails to provide that insurance (or proof thereof to Lessor upon request), Lessor may, after five (5) calendar days' written notice to Lessee, at Lessor's option, procure or renew the insurance. The premiums paid by Lessor plus interest on the amount paid at the rate of twelve percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

Lessee further releases for itself and for its (if any) officers, shareholders, managers, members, employees, agents, attorneys, and assigns, jointly and severally, hereby absolutely and unconditionally release and forever discharge the City, its elected officials, appointed officials, employees, attorneys and assigns from any and all claims, demands, causes of action, liabilities, obligations and damages of any and every kind or nature whatsoever, in law, in equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, which they or any one of them has, has had or may hereafter have arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease and/or any interruption or disruption of this Lease, which may be based upon or connected with any of the matters of law or fact raised in regard thereto, including all claims for court costs and attorney's fees arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease, any interruption or disruption of this Lease, or other matters related to thereto prior to the date of execution of this agreement or any claim released hereby.

Lessee agrees to provide this waiver of rights and indemnification in consideration of the Lessor's agreement to lease the Leased Premises to Lessee.

**18. INSPECTION.** Lessee shall permit Lessor to inspect the Leased Premises at a mutually convenient time for both the Lessee and the Lessor during usual business hours for the purposes of inspections which may reasonably be necessary for the protection of the Lessor's interest in the Leased Premises.

**19. TAXES.** Lessee shall be responsible for and pay directly to any applicable tax authority, any and all real estate and personal property taxes assessed to the Leased Premises.

**20. ENTRY OF PREMISES.** Lessor shall have the privilege of entering and occupying any portion of the demised premises which is desired by Lessor for the operation or development of the Beatrice Municipal Airport or any other purposes at any time, whereupon Lessee shall cease to have a leasehold interest in such portion of the demised premises. Lessor shall give Lessee seven (7) calendar days' written notice of such intention. The amount of the rent to be paid to Lessor as provided in Paragraph 3 shall be reduced in the amount of the rental price for square foot in which the Lessee shall cease to have a leasehold interest if Lessor occupies such acres prior to harvest of Lessee's crop planted thereon.

**21. BREACH & CURE.** Failure of either party to this Lease to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate this agreement without notice.

**22. TERMINATION.** In addition to the termination proceedings set forth in Section 21 above, either party shall have the right to terminate this Lease for any reason upon thirty (30)

calendar days written notice to the other party. Upon damage to the Leased Premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party.

## **22. FEDERAL REQUIREMENTS.**

- A. Lessee shall 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 or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in good repair the landing area of the airport and all publicly-owned facilities of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right to further develop and 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 the Lessee, and without interference or hinderance.
- D. 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.
- E. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas of 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 government, shall be suspended.
- F. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States Government or any agency thereof relative to the maintenance, operation, or development of the airport.
- G. It is understood and agreed 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.
- H. Lessor reserves for itself, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right for passage of aircraft in the airspace above the

surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said airspace or landing at, taking off from, or operation on or about the airport.

- I. Lessee for themselves, their 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 Leased Premises for a purpose for which the Department of Transportation program of 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.
- J. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees 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, and (3) that the Lessee 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.
- K. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 308 of the Federal Aviation Act of 1958.

**23. FILING FEES.** Lessee shall pay all filing fees associated with the filing of any notice of this Lease.

**24. SUBLEASES.** The Leased Premises, in whole nor in part, may not be subleased by the Lessee without written permission from Lessor. The right to receive rents under this Lease shall be freely assignable by the Lessor.

**25. ASSIGNMENT.** Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease or any interest thereon without the prior express written approval of the Lessor, which consent shall not be unreasonably withheld.

**26. SALE.** Any sale or mortgage of Lessor's interest in the Leased Premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease nor any interest thereon without the express written approval of the Lessor.

**27. REMOVAL OF ALTERATIONS OR IMPROVEMENTS UPON TERMINATION.** On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and to restore the Leased Premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

**28. NOTICES.** Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

<b>Lessor:</b> City of Beatrice ATTN: City Attorney 400 Ella Street Beatrice, NE 68310	<b>Lessee:</b> Johnny D. Saathoff 29738 US Hwy 77 Beatrice, NE 68310
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**29. SIGNAGE.** Lessee agrees that no signs or advertising material shall be placed or erected upon the Leased Premises without the prior written consent of Lessor.

**30. SUBJECT TO APPROVAL.** It is understood and agreed that this agreement is subject to the approval of the Nebraska Department of Aeronautics.

**31. COVENANTS.** The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

**32. WAIVER.** No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

**33. WRITTEN MODIFICATION, RELEASE, DISCHARGE, OR WAIVER REQUIRED.** No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless signed by the party against whom it is claimed or that party's duly authorized agent.

**34. SAVINGS CLAUSE.** If any paragraph or part thereof of this Lease shall be invalid, illegal or inoperative for any reason, the remaining parts, so far as possible, shall be effective and fully operative.

**35. ENTIRE AGREEMENT.** This instrument contains the entire agreement 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, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

**36. SUPERSEDE.** This Agreement shall supersede and terminate all previous agreements between the parties, or their predecessors.

**38. CAPTIONS.** The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

**39. GOVERNING LAW.** The laws of the State of Nebraska shall govern this Lease.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.


Attest:

CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation,  
Lessor

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

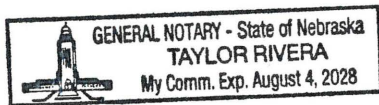
By: \_\_\_\_\_  
Robert Morgan, Mayor

Johnny D. Saathoff, Lessee

  
\_\_\_\_\_  
Johnny D. Saathoff

STATE OF Nebraska )  
  )ss:  
COUNTY OF Gage )

The foregoing Lease was acknowledged before me this 11<sup>th</sup> day of April, 2025 by Johnny D. Saathoff, to be his voluntary act and deed on behalf of said company.



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

EXHIBIT "A"



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

A resolution authorizing the Mayor and City Clerk to enter into a Quonset Lease with Johnny D. Saathoff, for the purpose of leasing Quonset No. 5, 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 be and hereby are authorized to enter into a Quonset Lease between the City of Beatrice, Nebraska and Johnny D. Saathoff for the purpose of leasing for the purpose of leasing Quonset No. 5, located at the Beatrice Municipal Airport. A copy of said Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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

**QUONSET LEASE**

This Lease is made and entered into by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessor", and Johnny D. Saathoff, a single person, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

**1. LEASED PREMISES.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to all of the terms and conditions of this Lease, Quonset No. 5, as shown on the map attached hereto and marked as Exhibit "A", located in the Southeast Quarter of Section 21, Township 4, Range 6 East of the P.M., Beatrice, Gage County, Nebraska (hereinafter the "Leased Premises").

**2. TERM.** The term of this Lease shall be for one (1) year, commencing on January 1, 2025 and ending on December 31, 2025. This Lease shall automatically renew for another one (1) year term beginning on January 1, 2026, hereinafter, unless either party gives a thirty (30) calendar day written notice of its intention to terminate, or the Lease is terminated pursuant to Section 21 or Section 22 of this Lease.

**3. PAYMENT.** Lessee shall pay to Lessor for annual rent in the amount of Four Thousand Five Hundred Eighty-Nine Dollars and Forty-Five Cents (\$4,589.45) on or before January 1, 2025. Thereafter, the annual rental amount shall increase by three percent (3%) each year during the term of this Lease. For example, the annual rental for the lease year beginning on January 1, 2026 and ending on December 31, 2026 shall be Four Thousand Seven Hundred Twenty-Seven Dollars and Thirteen Cents (\$4,727.13).

**4. INTEREST ON LATE PAYMENTS.** In the event any rent or any other sum payable by Lessee to Lessor under the provisions of this Lease is not received by Lessor from Lessee within ten (10) calendar days the date it is due and payable, Lessee shall pay to Lessor an additional sum ("Late Charge") in the amount equal to maximum percentage allowed by statute of the amount of annual rent due for each day such rent is due and not paid. In addition to any other charges permitted herein, if Lessee makes a payment to Lessor by check and said check is returned to Lessor by Lessee's bank for insufficient funds, then an additional charge of Twenty-Five Dollars (\$25.00) per check shall be paid by Lessee to Lessor.

**5. NET LEASE.** Lessor and Lessee agree that the rent payments due under this Lease are to be net to the Lessor throughout the term, including any renewal thereof. In the event of a fire or other catastrophe that closes the hangar for thirty (30) consecutive calendar days or more, the rent shall be abated at the rate of 1/12 the annual rent for each complete calendar month that the Lessee's business is completely closed so long as Lessee, in the sole discretion of Lessor, diligently pursues repairs and/or rebuilding; provided that the abatement of rent shall not exceed six (6) calendar months.

**6. RIGHT TO LEASE.** Lessor covenants that Lessor is seised of the Leased Premises in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of the Leased Premises during the term hereof.

**7. PURPOSE.** The purpose of this Lease is for Lessee to use the Leased Premises for purpose of storing equipment, and other personal property. Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the premises, or acts done, which would cause a cancellation of any insurance policy covering the premises, or any part thereof. Lessee hereby expressly agrees that Lessor has made no warranty with respect to the project or as to its suitability or usefulness for Lessee's purposes; and Lessee hereby expressly agrees that the Lessor shall not be liable to it for any defect in the Leased Premises.

**8. HAZARDOUS WASTE.** Lessor is not aware of any hazardous waste or other contaminant located above, upon, under, within or from the Lease Premises and further is not aware of any underground storage tanks containing any contaminant located upon the Leased Premises.

**9. ENVIRONMENTAL COVENANTS.**

A. Lessee covenants that:

1. No toxic or hazardous substance, including, without limitation, asbestos and the group of organic compounds known as polychlorinated biphenyls, shall be generated, treated, stored or disposed of, or otherwise deposited in or located on or released on or to the Leased Premises, including, without limitation, the surface or subsurface waters of the Leased Premises;
2. Lessee shall not engage in and shall not permit any other party to engage in any activity on the Leased Premises which would cause:
  - a. The Leased Premises to become a hazardous waste treatment storage or disposal facility within the meaning of, or otherwise bring the Leased Premises within the scope of the Resource Conservation and Recovery Act of 1975 ("RCRA"), 42 U.S. C. § 6901, et seq., as amended, or any similar state law or local ordinance or other environmental law,
  - b. A release or threatened release of a hazardous substance from or to the Leased Premises within the meaning of, or otherwise bring the Leased Premises within the scope of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. § 9601-9657, as amended, or any similar state law or local ordinance or any other environmental law, or
  - c. The discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq., or

the Clear Air Act, 42 § 7401, et seq., or any similar state law or local ordinance or any other environmental law.

3. Lessee shall not permit any substance or condition in or on the Leased Premises which might support a claim or causes of action under RCRA, CERCLA, or other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements; and
4. No other ground storage tank shall be located on or under the Leased Premises.

As used herein, the terms "Hazardous substance" and "release" shall have the meanings specified in CERCLA, and the terms "solid waste" and "disposal" (or "Disposed") shall have the meanings specified in RCRA; provided, in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined herein, such broader meaning shall apply subsequent to the effective date of such amendment, provided further, to the extent that the laws of the State of Nebraska establish a meaning for such terms which is broader than that specified in either CERCLA or RCRA, such broader meaning shall apply.

- B. In the event Lessee or Lessor is obligated by any applicable federal, state, or local law, ordinance, or regulation, or otherwise directed by any governmental agency or authority, to clean up, remove or encapsulate or cause the cleanup, removal, or encapsulation of any hazardous waste and/or hazardous material or asbestos or material containing asbestos from the Leased Premises, Lessee hereby guarantees to Lessor that Lessee shall:
  1. Promptly undertake to arrange for such cleanup, removal, and/or disposal in accordance with all applicable governmental regulations, ordinances, or laws;
  2. Exercise its best efforts to ensure that such cleanup and/or removal shall be conducted in a timely and diligent manner, as determined solely by Lessor; and
  3. Assume the costs and expenses, including any fines, of such cleanup and/or removal, unless caused by Lessor, its agents, employees, or was located on the Leased Premises prior to Lessee taking possession.
- C. In the event that any lien is recorded or filed against the Leased Premises pursuant to any governmental regulations, ordinances, or laws regarding hazardous materials and/or hazardous waste, or asbestos, Lessee hereby guarantees to Lessor that Lessee shall, not later than thirty (30) calendar days following the filing of such lien, satisfy the claim and cause the lien thereunder to be discharged of record.
- D. In addition to the foregoing, Lessee shall be responsible for all loss (including diminution in the value of the Leased Premises), cost, damage, liability, obligation, causes of action, fine, penalty or expense (including attorneys' fees and expenses for investigation, inspection, removal, clean up, and remedial costs incurred to permit

continued or resume normal operation of the Leased Premises), caused by Lessee and due to:

1. The presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release, or threatened release of any hazardous materials and/or hazardous wastes on, from, or affecting the Leased Premises, or any other property, or the presence of asbestos on the Leased Premises;
2. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous wastes, hazardous materials, or asbestos;
3. Any lawsuit brought or threatened, settlement reached, or government order relating to such hazardous wastes, hazardous materials, or asbestos; or
4. Any violation of laws, orders, regulations, requirements or demands of governmental authorities, which are based upon or in any way related to such hazardous wastes, hazardous materials, or asbestos including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses.

**10. UTILITIES & LIABILITY.** The Lessor makes no guarantees pursuant to this agreement about the availability of water, electric, sewer, garbage, or other utility services to the Leased Premises. Any utility costs will be the sole obligation of the Lessee during the time period of this Lease. Should utilities later be needed, all water, sewer, electricity utility expenses, and garbage removal shall be the responsibility of and shall be paid by Lessee.

**11. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** Lessee shall at all times comply in all respects with all applicable government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations as now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply; and Lessee shall save and hold Lessor harmless for from any and all expenses or damages resulting from Lessee's failure to do so.

Lessee covenants and agrees that Lessee will exercise its rights and privileges hereunder in a manner so as to not cause, or permit to cause, interference in or with the use, operation, maintenance, or development of the Beatrice Municipal Airport.

Notwithstanding the above, any change in the provision of the zoning and building ordinances of the City of Beatrice, or in the change in the use, operation, maintenance or development of the Beatrice Municipal Airport or Lessor's adjacent land which such changes cause Lessee to no longer be in compliance with the terms of this Section through no action of its own, then such event shall not be deemed a violation of this section.

**12. RELATIONSHIP.** The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to

the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

**13. LIENS.** Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

**14. CONDITION AND REPAIR.** Lessee shall at all times keep the Leased Premises in good condition, order, and repair; Lessee shall commit no waste on the premises and Lessee shall not allow any nuisance to exist on the premises.

**15. SAFE CONDITION.** Lessee shall at all times keep the Leased Premises in a safe, clean, nuisance-free condition to comply in all respects with all government, health, fire and police requirements and regulations. In addition to the foregoing, the use and building regulations now or hereafter imposed by the provisions of the zoning and building ordinances of the City of Beatrice shall apply except as such may be modified by duly constituted authority.

**16. OTHER MAINTENANCE BY LESSEE.** Lessee shall be responsible for keeping the Leased Premises, as well as the entrance to said Leased Premises, free and clear of all obstructions of every kind and from snow and ice at Lessee's expenses.

**17. WAIVER, RELEASE, & INDEMNIFICATION.** Lessee and its successors, heirs, personal representatives, and assigns, shall indemnify Lessor and shall save and hold Lessor and Lessor's employees, officers, elected officials, and agents harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions of Lessee or any third party on or about the Leased Premises, and the Lessee shall at its own expense defend any such suit or action, which may be brought against the Lessor, its tenants, successors or assigns. Lessee shall also provide and pay for policies of insurance against such liabilities, loss, damage or injury as public liability, landlord/tenant, and others necessary to help fund this indemnification to the extent of not less than One Million and 00/100 Dollars (\$1,000,000.00) for claim or damages from any single occurrence and to the extent not less than Two Million and 00/100 Dollars (\$2,000,000.00) to cover the aggregate of any occurrences to the policy together with an insurance certificate listing the City of Beatrice as an additional insured prior to the commencement of this Lease. Said policy shall be taken only with the insurance companies that are duly authorized to do business in the State of Nebraska. If Lessee fails to provide that insurance (or proof thereof to Lessor upon request), Lessor may, after five (5) calendar days' written notice to Lessee, at Lessor's option, procure or renew the insurance. The premiums paid by Lessor plus interest on the amount paid at the rate of twelve percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

Lessee further releases for itself and for its (if any) officers, shareholders, managers, members, employees, agents, attorneys, and assigns, jointly and severally, hereby absolutely and unconditionally release and forever discharge the City, its elected officials, appointed officials, employees, attorneys and assigns from any and all claims, demands, causes of action, liabilities, obligations and damages of any and every kind or nature whatsoever, in law, in equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, which they or any one of them has, has had or may hereafter have arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease and/or any interruption or disruption of this Lease, which may be based upon or connected with any of the matters of law or fact raised in regard thereto, including all claims for court costs and attorney's fees arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease, any interruption or disruption of this Lease, or other matters related to thereto prior to the date of execution of this agreement or any claim released hereby.

Lessee agrees to provide this waiver of rights and indemnification in consideration of the Lessor's agreement to lease the Leased Premises to Lessee.

**18. INSPECTION.** Lessee shall permit Lessor to inspect the Leased Premises at a mutually convenient time for both the Lessee and the Lessor during usual business hours for the purposes of inspections which may reasonably be necessary for the protection of the Lessor's interest in the Leased Premises.

**19. TAXES.** Lessee shall be responsible for and pay directly to any applicable tax authority, any and all real estate and personal property taxes assessed to the Leased Premises.

**20. ENTRY OF PREMISES.** Lessor shall have the privilege of entering and occupying any portion of the demised premises which is desired by Lessor for the operation or development of the Beatrice Municipal Airport or any other purposes at any time, whereupon Lessee shall cease to have a leasehold interest in such portion of the demised premises. Lessor shall give Lessee seven (7) calendar days' written notice of such intention. The amount of the rent to be paid to Lessor as provided in Paragraph 3 shall be reduced in the amount of the rental price for square foot in which the Lessee shall cease to have a leasehold interest if Lessor occupies such acres prior to harvest of Lessee's crop planted thereon.

**21. BREACH & CURE.** Failure of either party to this Lease to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate this agreement without notice.

**22. TERMINATION.** In addition to the termination proceedings set forth in Section 21 above, either party shall have the right to terminate this Lease for any reason upon thirty (30)

calendar days written notice to the other party. Upon damage to the Leased Premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party.

## **22. FEDERAL REQUIREMENTS.**

- A. Lessee shall 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 or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in good repair the landing area of the airport and all publicly-owned facilities of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right to further develop and 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 the Lessee, and without interference or hinderance.
- D. 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.
- E. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas of 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 government, shall be suspended.
- F. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States Government or any agency thereof relative to the maintenance, operation, or development of the airport.
- G. It is understood and agreed 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.
- H. Lessor reserves for itself, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right for passage of aircraft in the airspace above the

surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said airspace or landing at, taking off from, or operation on or about the airport.

- I. Lessee for themselves, their 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 Leased Premises for a purpose for which the Department of Transportation program of 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.
- J. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees 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, and (3) that the Lessee 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.
- K. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 308 of the Federal Aviation Act of 1958.

**23. FILING FEES.** Lessee shall pay all filing fees associated with the filing of any notice of this Lease.

**24. SUBLEASES.** The Leased Premises, in whole nor in part, may not be subleased by the Lessee without written permission from Lessor. The right to receive rents under this Lease shall be freely assignable by the Lessor.

**25. ASSIGNMENT.** Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease or any interest thereon without the prior express written approval of the Lessor, which consent shall not be unreasonably withheld.

**26. SALE.** Any sale or mortgage of Lessor's interest in the Leased Premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease nor any interest thereon without the express written approval of the Lessor.

**27. REMOVAL OF ALTERATIONS OR IMPROVEMENTS UPON TERMINATION.** On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and to restore the Leased Premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

**28. NOTICES.** Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

<b>Lessor:</b> City of Beatrice ATTN: City Attorney 400 Ella Street Beatrice, NE 68310	<b>Lessee:</b> Johnny D. Saathoff 29738 US Hwy 77 Beatrice, NE 68310
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**29. SIGNAGE.** Lessee agrees that no signs or advertising material shall be placed or erected upon the Leased Premises without the prior written consent of Lessor.

**30. SUBJECT TO APPROVAL.** It is understood and agreed that this agreement is subject to the approval of the Nebraska Department of Aeronautics.

**31. COVENANTS.** The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

**32. WAIVER.** No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

**33. WRITTEN MODIFICATION, RELEASE, DISCHARGE, OR WAIVER REQUIRED.** No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless signed by the party against whom it is claimed or that party's duly authorized agent.

**34. SAVINGS CLAUSE.** If any paragraph or part thereof of this Lease shall be invalid, illegal or inoperative for any reason, the remaining parts, so far as possible, shall be effective and fully operative.

**35. ENTIRE AGREEMENT.** This instrument contains the entire agreement 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



EXHIBIT "A"



## NOTICE OF HEARING

The Beatrice City Council will hold a public hearing to receive the semi-annual report of the Citizen's Advisory Review Committee as provided by the Local Option Municipal Economic Development Act R.R.S., 1943 at 6:00 p.m. on April 21, 2025, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, which meeting is open to the public.

Erin Saathoff, CMC, City Clerk

April 11, 2025

CITY OF BEATRICE, NEBRASKA  
ECONOMIC DEVELOPMENT FUND

STATEMENT OF REVENUES & EXPENDITURES

As 2/28/2025 with comparative prior totals

	Current YTD 10/1/24 to date	4th 10 years 10/1/23-9/30/24	3rd 10 years 4/1/13 - 9/30/23	2nd 10 years 4/1/03-3/31/13	1st 10 years 4/1/93-3/31/03
<b>Revenues:</b>					
Sales Tax/Elec ED Support (\$250,000)	\$ 125,000.00	\$ 300,000.00	\$ 2,621,918.22	\$ 2,521,107.54	\$ 2,529,398.94
Grants	0.00	150,000.00	578,724.00	0.00	0.00
Interest	7,512.49	22,551.67	28,977.37	165,198.15	98,352.08
Misc. Revenues/Rents (Wesflex, farm)	12,750.75	18,450.00	165,997.96	148,209.92	201,279.85
Loan Repayments	60,416.57	294,353.03	908,228.99	0.00	736,975.80
Land Sales/Bldg Sales (incl house)	-	37,637.50	589,326.22	589,847.99	333,899.18
Loan/Bond Proceeds	-	-	1,215,000.00	0.00	1,394,594.50
Reimbursements	-	-	419,036.01	237,000.00	1,779.00
<b>Total Revenues</b>	<b>\$ 205,679.81</b>	<b>\$ 822,992.20</b>	<b>\$ 6,527,208.77</b>	<b>\$ 3,661,363.60</b>	<b>\$ 5,296,279.35</b>
<b>Expenditures/Obligations:</b>					
Bond Issuance Expenses	-	-	14,592.00	0.00	14,610.60
Building Capital (J & J/Wesflex)	-	-	-	17,302.78	821,878.24
Building Capital (MW Coatings)	-	-	-	0.00	151,330.58
Building Capital (Peak Labs)	-	-	-	0.00	493,483.28
BVA Support (loan guarantee settlement)	-	-	-	225,000.00	0.00
Industrial Park Improvements	-	-	349,433.28	15,183.04	162,769.92
Demo Elevator	-	-	200,737.80	-	-
Building Capital-Downtown revitalization	-	-	299,430.96	-	-
Building Capital-1923 Ella	-	-	162,768.03	-	-
Building Capital-Kensington	34,411.44	34,108.71	-	-	-
Building Capital-Paddock & Lincoln	-	27,235.97	-	-	-
SENDD-Housing Project	-	8,178.00	127,800.00	-	-
Land Purchases	-	227,679.68	1,245,715.56	289,736.04	442,922.09
Rail Spur	-	-	71,251.50	0.00	613,308.48
Professional Services (Ngage, Main Street)	58,449.29	193,126.87	1,220,327.45	954,857.26	2,650.00
ED Offices	-	-	-	125,000.00	0.00
Other Exp (Comp Plan, Branding, Strategic P)	-	8,500.00	220,468.20	45,022.28	23,097.83
Infrastructure Improvements	-	-	107,956.46	893,128.77	140,647.21
DED SBDF Grant	-	150,000.00	550,000.00	-	-
ED Loan-Mama Bear Dens	-	-	100,000.00	-	-
ED Loan-Envision Landscapes	-	-	150,000.00	-	-
ED Loan-A&N Dog Boarding	-	-	98,056.00	-	-
ED Loan-Dittbrenner	-	-	189,000.00	-	-
ED Loan-Warner Investments	22,921.07	-	20,000.00	-	-
ED Loan-LMRRRLR LLC	-	-	60,000.00	-	-
ED Loan-Dempsters	-	-	335,000.00	-	-
ED loan-Knowledge Marketing	-	-	-	465,000.00	0.00
ED Loan-Ngage (for Rare Earth)	-	-	176,800.00	-	-
ED Loan-Birchwood (net forgiveness)	-	-	29,455.00	-	-
ED Loan-Lottman/Landmark Snacks	-	-	400,000.00	-	-
ED Loan-Hybrid Turkeys	-	-	100,000.00	-	-
ED Loan-Porter Houses (net forgiveness)	-	-	120,000.00	-	-
ED Loan - Beatrice Bakery	-	-	240,022.00	-	-
ED Loan - Southeast Pressure Washing	-	-	30,000.00	-	-
ED Loan - Midwest Housing Initiatives	-	12,500.00	-	-	-
ED Loan - Nixon Restaurant & Property	-	50,022.00	-	-	-
ED Loan - Schaefer	-	56,028.00	-	-	-
ED Grant - Mainstreet	-	250,000.00	-	-	-
Business Park	-	-	-	96,763.77	261,037.95
<b>Total Expenditures/Obligations</b>	<b>\$ 115,781.80</b>	<b>\$ 1,017,379.23</b>	<b>\$ 6,618,814.24</b>	<b>\$ 3,126,993.94</b>	<b>\$ 3,127,736.18</b>
CDBG Reuse Loan Repayment	-	-	-	86,380.86	122,381.35
Bonds & Int. Paid to Date	0.00	179,733.00	-	-	1,444,071.39
<b>Excess(Def) of Rev over Exp</b>	<b>\$ 89,898.01</b>	<b>\$ (374,120.03)</b>	<b>\$ (91,605.47)</b>	<b>\$ 447,988.80</b>	<b>\$ 602,090.43</b>
Balance at Beginning of Period	584,353.73	958,473.76	1,050,079.23	602,090.43	0.00
<b>Balance at End of Period</b>	<b>\$ 674,251.74</b>	<b>\$ 584,353.73</b>	<b>\$ 958,473.76</b>	<b>\$ 1,050,079.23</b>	<b>\$ 602,090.43</b>
<b>Funds Available</b>	<b>\$ 674,251.74</b>	<b>\$ 584,353.73</b>	<b>\$ 958,473.76</b>	<b>\$ 1,050,079.23</b>	<b>\$ 602,090.43</b>

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CITY OF BEATRICE  
BALANCE SHEET  
FEBRUARY 28, 2025

ECONOMIC DEVELOPMENT FUND

ASSETS

50-00-100-00	CASH - COMBINED CASH FUND	(	5,891.20)	
50-00-101-00	CASH		671,485.94	
50-00-101-90	RESTRICTED CASH OFFSET ED	(	247,330.07)	
50-00-109-01	BOND DEBT SERVICE ACCT		247,330.07	
50-00-120-02	UNCOLLECTIBLE RECEIVABLES	(	127,800.00)	
50-00-120-07	LOAN RECEIVABLE-LANDMARK SNACK		21,789.34	
50-00-120-08	LOAN RECEIVABLE-LOTTMAN, CHAD&C		40,000.00	
50-00-120-09	LOAN RECEIVABLE-NGAGE RE		100,000.00	
50-00-120-12	LOAN RECEIVABLE-WARNER/VALS		21,592.50	
50-00-120-14	LOAN RECEIVABLE-DITTBRENNER		88,364.83	
50-00-120-15	LOAN RECEIVABLE-ENVISION		129,482.36	
50-00-120-16	LOAN RECEIVABLE-A AND N		82,137.09	
50-00-120-19	LOAN RECEIVABLE-BEATRICE BAKER		209,829.75	
50-00-120-20	LOAN RECEIVABLE-SE PRESSURE WA		21,779.86	
50-00-120-21	LOAN RECEIVABLE-NIXON REST		50,022.00	
50-00-129-00	RECEIVABLE-SENDD/HOUSING		127,800.00	
	TOTAL ASSETS			1,430,592.47

LIABILITIES AND EQUITY

LIABILITIES

50-00-215-00	ACCRUED INTEREST PAYABLE		1,972.00	
50-00-225-00	BONDS PAYABLE CURRENT		200,000.00	
50-00-231-00	BONDS PAYABLE-L.T.		885,000.00	
	TOTAL LIABILITIES			1,086,972.00

FUND EQUITY

50-00-250-01	RESERVED FOR ECONOMIC DEV.		282,477.08	
	UNAPPROPRIATED FUND BALANCE:			
	REVENUE OVER (UNDER) EXPENDITURES - YTD		61,143.39	
	BALANCE - CURRENT DATE		61,143.39	
	TOTAL FUND EQUITY			343,620.47
	TOTAL LIABILITIES AND EQUITY			1,430,592.47

CITY OF BEATRICE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST EARNINGS</u>					
50-00-361-01 INTEREST EARNINGS	1,458.01	7,512.49	2,500.00	( 5,012.49)	300.5
TOTAL INTEREST EARNINGS	1,458.01	7,512.49	2,500.00	( 5,012.49)	300.5
<u>REIMBURSEMENTS</u>					
50-00-363-01 MISC REV/REIMBURSEMENTS	25,000.00	125,000.00	300,000.00	175,000.00	41.7
50-00-363-03 FARM LEASE	.00	12,750.75	10,350.00	( 2,400.75)	123.2
TOTAL REIMBURSEMENTS	25,000.00	137,750.75	310,350.00	172,599.25	44.4
<u>LOAN INTEREST</u>					
50-00-364-01 LB840 LOAN INTEREST	1,893.09	8,762.88	156,103.00	147,340.12	5.6
TOTAL LOAN INTEREST	1,893.09	8,762.88	156,103.00	147,340.12	5.6
<u>SALE OF ASSETS</u>					
50-00-372-01 SALE OF FIXED ASSETS	.00	.00	20,000.00	20,000.00	.0
TOTAL SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
<u>BOND PROCEEDS</u>					
50-00-373-01 BOND PROCEEDS	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL BOND PROCEEDS	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL FUND REVENUE	28,351.10	154,026.12	1,488,953.00	1,334,926.88	10.3

CITY OF BEATRICE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
50-00-442-01 BUILDINGS-CAPITAL	.00	.00	1,000,000.00	1,000,000.00	.0
50-00-442-02 BUILDING IMPROVEMENTS/ED	5,891.20	34,411.44	455,772.00	421,360.56	7.6
50-00-443-01 INFRASTRUCTURE IMPROVEMENTS	.00	.00	2,523.00	2,523.00	.0
50-00-465-01 ECONOMIC DEVELOPMENT PRO SERV	.00	.00	20,000.00	20,000.00	.0
50-00-465-02 ECONOMIC DEV CONTRACT-CI/CO	.00	58,449.29	150,000.00	91,550.71	39.0
50-00-465-10 LB840 LOANS	.00	22.00	.00	( 22.00)	.0
50-00-465-12 ECONOMIC DEV CONTRACT-MAIN ST	.00	.00	30,000.00	30,000.00	.0
50-00-471-01 PRINCIPAL-2023 BOND	.00	.00	200,000.00	200,000.00	.0
50-00-472-01 INTEREST-2023 BOND	.00	.00	43,030.00	43,030.00	.0
TOTAL DEPARTMENT 00	5,891.20	92,882.73	1,901,325.00	1,808,442.27	4.9
TOTAL FUND EXPENDITURES	5,891.20	92,882.73	1,901,325.00	1,808,442.27	4.9
NET REVENUE OVER(UNDER)EXPENDITURE	22,459.90	61,143.39	( 412,372.00)	( 473,515.39)	14.8

CITY OF BEATRICE  
BALANCE SHEET  
FEBRUARY 28, 2025

CDBG FUND

ASSETS

05-00-120-02	LOANS RECEIVABLE-UNCOLLECTIBLE	(	338,111.22)	
05-00-120-11	LOANS RECEIVABLE-DTR 2021		338,111.22	
	TOTAL ASSETS			<u>.00</u>

LIABILITIES AND EQUITY

FUND EQUITY

05-00-250-02	RESERVE FOR REVOLVING LOANS	(	264.41)	
05-00-250-03	UNRESERVED FUND BALANCE		264.41	
	TOTAL FUND EQUITY			<u>.00</u>
	TOTAL LIABILITIES AND EQUITY			<u>.00</u>

CITY OF BEATRICE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

CDBG FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>FEDERAL AGENCY AID</u>						
05-84-334-01	CDBG GRANTS	69,035.28	195,808.46	435,000.00	239,191.54	45.0
	TOTAL FEDERAL AGENCY AID	69,035.28	195,808.46	435,000.00	239,191.54	45.0
	TOTAL FUND REVENUE	69,035.28	195,808.46	435,000.00	239,191.54	45.0

CITY OF BEATRICE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

CDBG FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>CDBG-GRANTS</u>					
05-84-465-00 DOWNTOWN REVITALIZATION 23-DTR	10,548.32	10,548.32	.00	( 10,548.32)	.0
05-84-465-01 DOWNTOWN REVITALIZATION 21-DTR	.00	19,063.30	435,000.00	415,936.70	4.4
05-84-465-02 OWNER OCCUPIED REHAB	56,256.66	163,966.54	.00	( 163,966.54)	.0
05-84-465-03 PUBLIC WORKS OPPORTUNITY-2024	2,230.30	2,230.30	.00	( 2,230.30)	.0
TOTAL CDBG-GRANTS	69,035.28	195,808.46	435,000.00	239,191.54	45.0
TOTAL FUND EXPENDITURES	69,035.28	195,808.46	435,000.00	239,191.54	45.0
NET REVENUE OVER(UNDER)EXPENDITURE	.00	.00	.00	.00	.0

## NOTICE OF HEARING

Notice is hereby given that Marci L Walson-Darling, dba Kabo, 115 South 5<sup>th</sup> Street, Beatrice, Nebraska, has submitted a new application for a Class C liquor license.

Public Hearing on said application will be held in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on Monday, April 21, 2025, at 6:00 p.m. Any person or persons desiring to submit evidence, under oath, either orally or by affidavit, bearing upon the propriety of the issuance of such a license to the above applicant may appear at the hearing on the time and place above specified.

Erin Saathoff, CMC, City Clerk

April 11, 2025



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Application Copy

File Number: 83636

LICENSE TYPE Class C Beer, Wine, Spirits On and Off Sale	APPLICATION DATE RECEIVED 2025-03-15
SECONDARY LICENSE(S) None selected	
LICENSEE Marci Lynn Darling	LICENSEE TYPE Individual
BIRTHDATE 1978-02-02	GENDER Female
SPOUSE	PREFERRED CONTACT METHOD Email
CONTACT PHONE (208) 304-2915	ALTERNATE PHONE
FAX	EMAIL darling2278@yahoo.com
CORRESPONDENCE ADDRESS 200 Granville Ave Beatrice NE 68310	
MAILING ADDRESS	
PHYSICAL ADDRESS	

Temporary Operating Permit

LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bar/Lounge (on prem)

PREMISES NAME

Kabo

OPERATOR

Jeff Shew

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

115 S 5th street  
Beatrice NE  
68310

MAILING ADDRESS

CONTACT NAME

Marci Darling

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(208) 304-2915

ALTERNATE PHONE

FAX

EMAIL

darling2278@yahoo.com

PREMISES MANAGER

Jeff Shew

PREMISES MANAGER EMAIL

Darling2278@yahoo.com

QUESTIONS

### **Class C Beer, Wine, Spirits On a**

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) \*Not square feet\*  
A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

APPROX 78X34

3. Is there an outdoor area?  
\*Must have permanent fencing securing the outdoor area. Please contact the local governing body for other requirements regarding fencing.

No

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

2

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license?

No

9. What date do you intend to open for business?

Business is currently open. I intend to take over ownership by June 2025

10 What are the anticipated hours of operation?

To be determined

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Possibly Pinnacle Bank in Beatrice

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 List the primary bank and/or financial institution to be utilized by the business.

a) List the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Pinnacle Bank in Beatrice

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Been at the current business for 3.5 years.

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

None

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Jeff Shew

23 What is the manager's address?

115 S 5th ST  
Beatrice NE  
68310

24 What is the manager's phone number?

402-239-9525

25 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

GageJeff

26 What is the manager's email address? An email will be sent to them to obtain their personal information.

Jeff.shew@yahoo.com

27 Is the manager married?

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Kabo Purchase Agreement.pdf	
Temporary Operating Permit (TOP)	temporary liquor license.pdf	
Premises Description & Diagram	kabo dimensions.pdf	
Privacy Act Statement	finger printing.pdf	
Business Plan	business plan.pdf	

APPLICANT

Marci Darling

## DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 83636

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-03-17

SECONDARY LICENSE(S)

None selected

LICENSEE

Marci Lynn Darling

LICENSEE TYPE

Individual

BIRTHDATE

1978-02-02

GENDER

Female

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(208) 304-2915

ALTERNATE PHONE

FAX

EMAIL

darling2278@yahoo.com

CORRESPONDENCE ADDRESS

200 Granville Ave  
Beatrice NE  
68310

MAILING ADDRESS

PHYSICAL ADDRESS

## Temporary Operating Permit

### LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

### ADDITIONAL INFORMATION REQUESTED

Please submit the following information through your Actions Required Dashboard in the customer portal:

1. The premises manager is intended to be the person who runs the day-to-day operations of the liquor business. You listed Jeff Shew as the premises manager, and I wanted to confirm if that was actually wanted.
2. If Jeff will be the manager, he will need to be fingerprinted. I will also need a signed Privacy Act Statement to be submitted.
3. You stated will be taking over in June 2025, but wanted your TOP effective 3/10/2025. The TOP is only valid for 90 days and allows you to operate the premises. Extensions are not given. When would you like your TOP effective, so you can serve and sell alcohol?
4. The premises name listed on the application is Kabo, but the business plan seems to refer to the business as Indie's Place. Can you confirm what the premises name (what will be on your signs) will be?
5. Are you purchasing any alcohol with the business?
6. Please submit the signed Purchase Agreement.
7. Will the basement or anything of the additional floors be license?
8. What county is Marci registered to vote in?
9. The name of the current licensee (seller) need to be corrected to D&J Enterprises LLC. The change will need to be initialed by both parties.

You can only submit through this link once, so please gather all requested information to submit it all at one time. Please let me know if you have any questions.

Victoria Trevino - 402-471-4893

### ADDITIONAL INFORMATION PROVIDED

I, Marci Walson-Darling will be the primary manager running the day to day bar business.

The basement or the upper floor will not be used for bar business so will not need any licensing.

DOCUMENTS

TYPE

FILE NAME

DESCRIPTION

Lease / Deed / Purchase  
Agreement

signed purchase  
agreement.pdf

APPLICANT

Marci Darling



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 83636

LICENSE TYPE	ADDITIONAL INFORMATION DATE RECEIVED
Class C Beer, Wine, Spirits On and Off Sale	2025-03-17
SECONDARY LICENSE(S)	
None selected	
LICENSEE	LICENSEE TYPE
Marci Lynn Darling	Individual
BIRTHDATE	GENDER
1978-02-02	Female
SPOUSE	PREFERRED CONTACT METHOD
	Email
CONTACT PHONE	ALTERNATE PHONE
(208) 304-2915	
FAX	EMAIL
	darling2278@yahoo.com
CORRESPONDENCE ADDRESS	
200 Granville Ave Beatrice NE 68310	
MAILING ADDRESS	
PHYSICAL ADDRESS	

Temporary Operating Permit

LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

ADDITIONAL INFORMATION REQUESTED

Please submit the following information through your Actions Required Dashboard in the customer portal:

1. The premises manager is intended to be the person who runs the day-to-day operations of the liquor business. You listed Jeff Shew as the premises manager, and I wanted to confirm if that was actually wanted.
2. If Jeff will be the manager, he will need to be fingerprinted. I will also need a signed Privacy Act Statement to be submitted.
3. You stated will be taking over in June 2025, but wanted your TOP effective 3/10/2025. The TOP is only valid for 90 days and allows you to operate the premises. Extensions are not given. When would you like your TOP effective, so you can serve and sell alcohol?
4. The premises name listed on the application is Kabo, but the business plan seems to refer to the business as Indie's Place. Can you confirm what the premises name (what will be on your signs) will be?
5. Are you purchasing any alcohol with the business?
6. Please submit the signed Purchase Agreement.
7. Will the basement or anything of the additional floors be license?
8. What county is Marci registered to vote in?
9. The name of the current licensee (seller) need to be corrected to D&J Enterprises LLC. The change will need to be initialed by both parties.

You can only submit through this link once, so please gather all requested information to submit it all at one time. Please let me know if you have any questions.

Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

DOCUMENTS

TYPE

FILE NAME

DESCRIPTION

Additional Document

passport\_0001.jpg

APPLICANT

Marci Darling



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 83636

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-03-18

SECONDARY LICENSE(S)

None selected

LICENSEE

Marci Lynn Darling

LICENSEE TYPE

Individual

BIRTHDATE

1978-02-02

GENDER

Female

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(208) 304-2915

ALTERNATE PHONE

FAX

EMAIL

darling2278@yahoo.com

CORRESPONDENCE ADDRESS

200 Granville Ave  
Beatrice NE  
68310

MAILING ADDRESS

PHYSICAL ADDRESS

Temporary Operating Permit

LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

ADDITIONAL INFORMATION REQUESTED

Please submit the following information through your Actions Required Dashboard in the customer portal:

1. Please submit the alcohol inventory
2. The name of the current licensee (seller) listed on the Application for Temporary Permit need to be corrected to D&J Enterprises LLC. The change will need to be initialed by both parties.
3. Please answer the following manager questions for Marci:
  - What is the manager's address?
  - What is the manager's phone number?
  - Is the manager married?

ADDITIONAL INFORMATION PROVIDED

Marci's address is 200 Granville Ave, Beatrice NE, 68310  
Her phone number is (208)304-2915 and she is currently single  
I will get the alcohol inventory to you as soon as we complete it. Thank you

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Temporary Operating Permit (TOP)	edited temporary license.pdf	Edited TOP
Business Plan	business plan.pdf	Revised business plan
Temporary Operating Permit (TOP)	edited temporary license.pdf	Edited TOP
Business Plan	business plan.pdf	Revised business plan

APPLICANT

Marci Darling



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 83636

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-03-20

SECONDARY LICENSE(S)

None selected

LICENSEE

Marci Lynn Darling

LICENSEE TYPE

Individual

BIRTHDATE

1978-02-02

GENDER

Female

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(208) 304-2915

ALTERNATE PHONE

FAX

EMAIL

darling2278@yahoo.com

CORRESPONDENCE ADDRESS

200 Granville Ave  
Beatrice NE  
68310

MAILING ADDRESS

PHYSICAL ADDRESS

Temporary Operating Permit

LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

ADDITIONAL INFORMATION REQUESTED

Please submit the following:

1. Alcohol inventory once it is completed
2. Do you for certain if you are borrowing any money to operate or establish the business?
3. Please be sure to click the link in the Individual History Request that was sent on 3/7 to fill out and submit your personal information.

ADDITIONAL INFORMATION PROVIDED

I am not sure at this time if I am borrowing any money. I still need to make that decision.

Also, the alcohol inventory will change daily. Do you want today's or the day ai take over? I am a little confused about this.

APPLICANT

Marci Darling



# Nebraska Liquor Control

301 Centennial Mall  
South - 1st Floor PO  
Box 95046 Lincoln  
NE 68508

## Additional Information Requested

File Number: 83636

LICENSE TYPE

Class C Beer, Wine, Spirits On  
and Off Sale

ADDITIONAL INFORMATION DATE  
RECEIVED

2025-03-26

SECONDARY LICENSE(S)

None selected

LICENSEE

Marci Lynn Darling

LICENSEE TYPE

Individual

BIRTHDATE

1978-02-02

GENDER

Female

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(208) 304-2915

ALTERNATE PHONE

FAX

EMAIL

darling2278@yahoo.com

CORRESPONDENCE ADDRESS

200 Granville Ave  
Beatrice NE  
68310

MAILING ADDRESS

PHYSICAL ADDRESS

Temporary Operating Permit

LICENSE

License 091071 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)  
KABO (D & J ENTERPRISES LLC)

ADDITIONAL INFORMATION REQUESTED

Who is authorized to write checks and/or withdrawals from the business back account(s)?

ADDITIONAL INFORMATION PROVIDED

Currently Jeff Shew and Dan Patel since they are the current owners of Kabo. When I take over I will be the only authorized person to do banking business unless I choose to have another person authorized in case I am unable to do so.

APPLICANT

Marci Darling

# External Review

## Details

Review Type

Due Date

Local Review

May 12, 2025

Comments

Victoria Trevino - 402-471-4893 - victoria.trevino@nebraska.gov - Replacing application, TOP to be issued at a later date - Marci is not taking over until approximately June 2025 - Jeff will not be the premises manager on this new application, Marci is - Alcohol inventory will be received prior to issuing a TOP

301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
website: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

Name of current licensee (seller): D+J Enterprises (Kabo Bar) LLC

Name of applicant (buyer): Marci Watson-Darling

On this date 3-10-2025 buyer and seller entered into a contract for sale of the alcohol  
(date)

related business known as: Kabo Bar  
(Name of business currently licensed)

Located at:  
115 S 5th St , Beatrice , NE 68310  
(Street Address) (City) (Zip Code)

Requested effective date of Temporary Operating Permit: 3-10-2025  
(date)

Seller hereby declares that they have no outstanding balances on all accounts with all Nebraska licensed wholesalers under Revised Section 53-123.02. Any seller who provides false information regarding such accounts is guilty of a Class IV misdemeanor for each offense.

[Signature] Signature of Seller  
JEFF SHEEW D+J ENT Printed Name  
PARTNER  
LLC  
3-10-2025 Date  
[Signature]

Buyer seeks to obtain a Temporary Operating Permit (TOP) to allow buyer to operate the business under the same terms and conditions of the current licensee subject to approval by the Nebraska Liquor Control Commission for a period not to exceed 90 days.

[Signature] Signature of Buyer  
Marci Watson Darling Printed Name  
3-10-2025 Date

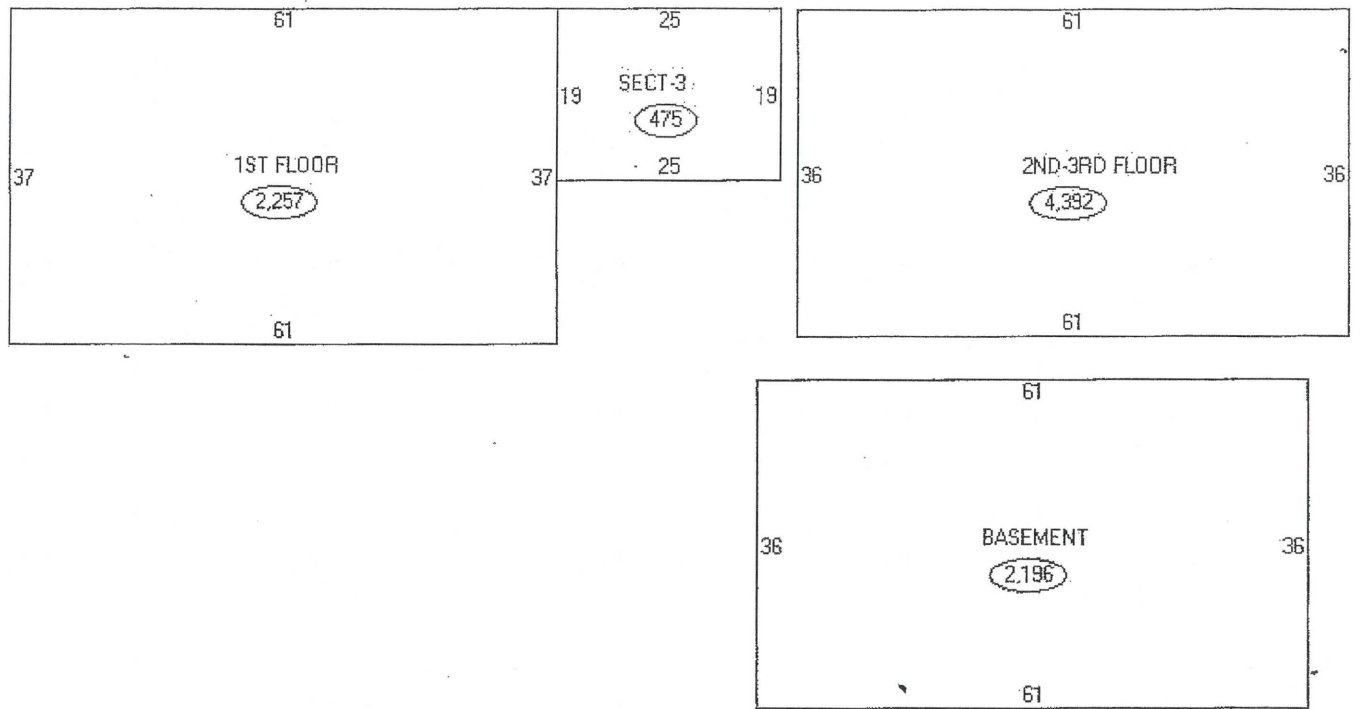
Kabo is a community-oriented bar located in Beatrice, Nebraska, dedicated to providing a family-friendly atmosphere while celebrating local culture through live music and engaging events. Our establishment offers a welcoming space where families and friends can gather for entertainment, savor signature Beatrice cocktails, and participate in interactive activities like trivia competitions and game nights. By combining a historic bar ambiance with seasonal festivals, Kabo aims to enhance the local social scene and foster connections among patrons.

**Mission:** Our mission at Kabo is to create an inviting and engaging environment that promotes community connection, celebrates local culture, and provides exceptional service. We strive to be a beloved fixture in Beatrice, a place where families and friends can come together to enjoy memorable experiences.

**Problem:** Beatrice lacks a dedicated social hub that caters to families and promotes local culture through entertainment and community-focused events. The existing options often do not meet the needs of diverse demographics seeking a welcoming and safe environment to enjoy social interactions.

**Solution** Kabo addresses this gap by providing a multi-faceted venue that combines a family-friendly atmosphere with live music, engaging events, and signature drinks. Our unique programming, including trivia nights and seasonal festivals, ensures that there is always something for everyone, fostering a strong sense of community.

Hours of operation to be determined.



-- Denotes common wall.



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

ENGINEERING & COMMUNITY DEVELOPMENT  
205 North 4<sup>th</sup> Street | Beatrice, NE 68310  
Phone: 402.228.5250 Fax: 402.228.5252

## Planning and Zoning Report for Liquor License Application

March 31, 2025

Within the Corporate Limits of the Municipality: Yes ( X ) No ( )

Establishment: Kabo

Applicant: Marci Lynn Darling

Address 115 South 5th Street, Beatrice, Nebraska

Legal Description: The North Thirty-Six and Forty-Four One Hundredths Feet (36.44') of Lots Eleven (11) and Twelve (12), Block 64 Original Town, Now City of Beatrice, Gage County, Nebraska

Requested License or Action: Class C; beer, wine, distilled spirits, on & off sale.

Annexation Date: N/A

Ordinance Number: N/A

Existing Zoning: Central Business District (CBD)

Existing Land Use: Central Business District (CBD)

Adjacent Zoning and Land Use:

North: CBD: General Retail and General Offices, Financial Services, Limited Food Sales

East: CBD: General Retail, General Offices

West: CBD: Custom Manufacturing

South: CBD: General Retail, Personal Services, Small Engine Repair

General Neighborhood/Area Land Uses: Retail, Pharmacy, Insurance and financial service offices.

Analysis of Neighborhood Effects: No foreseeable negative effects. Business has been operating at this location for many years. Business will continue under new ownership.

Prepared by:

Chet McGrury  
Community Development Director

5TH

65

63

62

**CBD**

Applicant

5	5	4	3	2	1
7	8	9	10	11	12

6	5	4	3	2	1
7	8	9	10	11	12

3	5	4	3	2	1
7	8	9	10	11	12

6	5	4	3	
7	8	9	10	

WATER AILEY

74

75

STREET

4TH

93

92

5	5	4	3	2	1
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MARKET

BELL

ST.

ORD. NUM. 15-041

91

90

90

KLEVELAD

1

ORD. NUM.

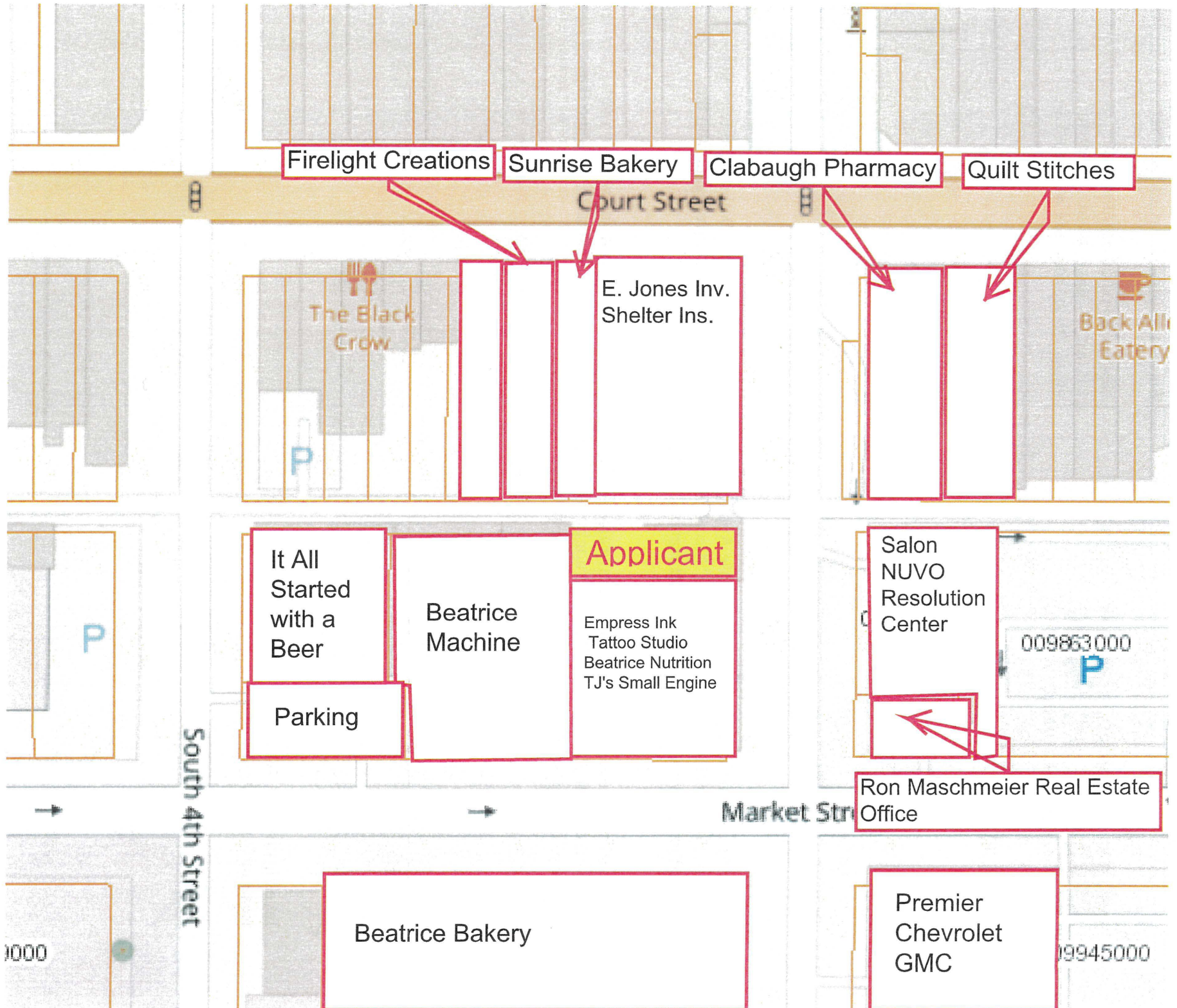
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**CITY HALL**

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

**BEATRICE POLICE DEPARTMENT**

201 North 5<sup>th</sup> Street | Beatrice, NE 68310  
Phone: 402.223.4080 Fax: 402.228.3765

April 3, 2025

Mayor Robert Morgan  
Beatrice City Council  
400 Ella Street  
Beatrice, NE 68310

In reference to the Class C Liquor License Application submitted by Marci Lynn Darling, future owner and operator of Kabo Bar of 115 South 5th Street in Beatrice, NE, the background investigation on the establishment owner has been reviewed and completed.

Please be advised that the background investigation on Darling has turned up nothing which would prohibit the issuance of the Class C license nor prohibit her from taking over operations of the Kabo Bar in June of 2025 (according to the application paperwork).

Sincerely,

Investigator Erin Byrne #322  
Beatrice Police Department

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

**WHEREAS**, the City of Beatrice desires to fill the vacated position of Chief of Police; and

**WHEREAS**, on January 2025, the Mayor and City Council for the City of Beatrice, Nebraska appointed Jay Murphy as Interim Police Chief; and

**WHEREAS**, the City of Beatrice desires to name Jay Murphy as Chief of Police for the City of Beatrice, effective April 21, 2025.

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

**SECTION 1.** That the City of Beatrice does hereby appoint Jay Murphy to fill the position of Chief of Police for the City of Beatrice, Nebraska.

**SECTION 2.** That the appointment of Jay Murphy as Chief of Police shall be effective April 21, 2025.

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

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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

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

**WHEREAS**, Nebraska law expressly allows public agencies to invest surplus or excess funds; and

**WHEREAS**, Interlocal Cooperative Act § 13-801 et seq. Neb. Rev. Stat. (Reissue 1991) provides that two or more public agencies may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may enter into joint agreements as may be deemed appropriate for such purposes when such agreements have been adopted by appropriate action by the governing bodies of the participating public agencies; and

**WHEREAS**, the Declaration of Trust (“Interlocal Agreement”) and an Information Statement relating to the Nebraska Public Agency Investment Trust and the Fixed Term Investment Service have been presented to the Mayor and City Council of the City of Beatrice, Nebraska (“City”); and

**WHEREAS**, the Declaration of Trust authorizes public agencies to adopt and enter into the Declaration of Trust and become participants of such trust and to participate in the Fixed Term Investment Service; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice deem it advisable for the City to adopt and enter into the Declaration of Trust and become a participant of the Nebraska Public Agency Investment Trust for the purpose of the joint investment of the City’s money with those other public agencies so as to enhance the investment earnings accruing to each such public agency and to participate in the Fixed Term Investment Service.

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

**SECTION 1.** That the City of Beatrice, Nebraska shall and does hereby join with other Nebraska public agencies in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperative Act, as applicable, by becoming a participant of the Nebraska Public Agency Investment Trust, and the Declaration of Trust and Interlocal Agreement is hereby adopted by this reference with the same effect as if it had been set out verbatim in this Resolution. A copy of said Declaration of Trust and Interlocal Agreement is attached hereto, marked as Exhibit "A", and is incorporated herein by reference.

**SECTION 2.** That the Mayor and City Council for the City of Beatrice, Nebraska hereby delegate all authority and duties which the law otherwise authorizes it to delegate in accordance with the Declaration of Trust.

**SECTION 3.** That the officers and officials of the City of Beatrice, as previously authorized at Nebraska CLASS, and their respective successors in office, are hereby designated as "Authorized Officials" and are authorized to take actions and execute any and all such documents and agreements as they deem necessary and appropriate to effectuate the entry by the City of Beatrice into the Declaration of Trust, to effectuate the investment and withdrawal of monies of the City of Beatrice from time to time in accordance with the Declaration of Trust, and to make use of the Fixed Term Investment Service through the intermediaries PMA Financial Network, LLC and PMA Securities, LLC, who are authorized to act on behalf of this Public Entity as its agent with respect to such agreements.

**SECTION 4.** That the Authorized Officials of the City of Beatrice are also hereby authorized as "Authorized Signers" to invest the City of Beatrice's available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the Declaration of Trust, including in the Fixed Term Investment Service. An Authorized Official of the City of

Beatrice shall advise the Nebraska Public Agency Investment Trust of any changes in the Authorized Signers in accordance the procedures established by the trust.

**SECTION 5.** The Trustees of the Nebraska CLASS Trust are hereby designated as having official custody of the City of Beatrice’s monies which are invested in accordance with the Declaration of Trust.

**SECTION 6.** That authorization is hereby given for the Mayor and City Council and officials of the City of Beatrice to serve as Trustees of the Nebraska CLASS Trust from time to time if elected as such pursuant to the Declaration of Trust.

**SECTION 7.** That the City Administrator be and is hereby authorized to vote for the merger between Nebraska CLASS and the Nebraska Public Agency Investment Trust on behalf of the City of Beatrice.

**SECTION 8.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 21<sup>st</sup> day of April, 2025.

Attest:

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

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



**ENABLING RESOLUTION**

Form A – Minutes of Meeting

Administration	Imaging	Marketing
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A regular [regular or special] meeting of the Board/Council of the City of Beatrice, Nebraska (name of public agency) was held at 320 North 5th Street, Beatrice, Nebraska (street address and city) on the 21st day of April, 2025, at 6:00 o'clock p.m. a.m./p.m.

The meeting was called to order by the Presiding Officer. Members present were:

Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh

Members absent were: None

Notice of said meeting was given in advance thereof by reasonable advanced publicized notice. Notice of this meeting was also given in advance to all members of the governing body and a copy of their acknowledgment of receipt of notice of meeting and the agenda is attached to these minutes. Availability of the agenda was communicated in the advanced notice and in the notice to the members of this meeting. All proceedings of the governing body were taken while the convened meeting was open to the attendance of the public.

A discussion was held with regard to becoming a participant in the Nebraska Public Agency Investment Trust. After discussion member McLain (name) offered the following Resolution and moved for its passage and adoption, and the same was seconded by member Ruh (name).

**WHEREAS**, Nebraska law expressly allows public agencies to invest surplus or excess funds; and

**WHEREAS**, the Interlocal Cooperative Act, § 13-801 et seq. Neb. Rev. Stat. (Reissue 1991) provides that two or more public agencies may jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities and may enter into joint agreements as may be deemed appropriate for such purposes when such agreements have been adopted by appropriate action by the governing bodies of the participating public agencies; and

**WHEREAS**, the Declaration of Trust (Interlocal Agreement) and an Information Statement relating to the Nebraska Public Agency Investment Trust and the Fixed Term Investment Service have been presented to this Governing Body; and

**WHEREAS**, the Declaration of Trust authorizes public agencies to adopt and enter into the Declaration of Trust and become participants of such trust and to participate in the Fixed Term Investment Service; and

**WHEREAS**, this Governing Body deems it advisable for this Public Agency to adopt and enter into the Declaration of Trust and become a participant of the Nebraska Public Agency Investment Trust for the purpose of the joint investment of this Public Agency's money with those other public agencies so as to enhance the investment earnings accruing to each such public agency and to participate in the Fixed Term Investment Service.

**NOW, THEREFORE**, be it resolved as follows:

1. This Public Agency shall and does hereby join with other Nebraska public agencies in accordance with the provisions of Nebraska law and in accordance with the Interlocal Cooperative Act, as applicable, by becoming a participant of the Nebraska Public Agency Investment Trust, and the Declaration of Trust and Interlocal Agreement is hereby adopted by this reference with the same effect as if it had been set out verbatim in this Resolution. A copy of the Declaration of Trust is attached hereto and incorporated herein by this reference and shall be filed with the minutes of the meeting at which this Resolution was adopted.

2. This Public Agency hereby delegates all authority and duties which the law otherwise authorizes it to delegate in accordance with the Declaration of Trust. The officers and officials of this Public Agency, as previously authorized at Nebraska CLASS, and their respective successors in office, are hereby designated as "Authorized Officials" and are authorized to take actions and execute any and all such documents and agreements as they deem necessary and appropriate to effectuate the entry by this Public Agency into the Declaration of Trust, to effectuate the investment and withdrawal of monies of the Public Agency from time to time in accordance with the Declaration of Trust, and to make use of the Fixed Term Investment Service through the intermediaries PMA Financial Network, LLC and PMA Securities, LLC, who are authorized to act on behalf of this Public Entity as its agent with respect to such agreements.

The Authorized Officials of this Public Agency are also hereby authorized as "Authorized Signers" to invest the Public Agency's available funds from time to time and to withdraw such funds from time to time in accordance with the provisions of the Declaration of Trust, including in the Fixed Term Investment Service.

An Authorized Official of this Public Agency shall advise the Nebraska Public Agency Investment Trust of any changes in the Authorized Signers in accordance the procedures established by the trust.

3. The Trustees of the Nebraska Public Agency Investment Trust are hereby designated as having official custody of this Public Agency's monies which are invested in accordance with the Declaration of Trust.
4. Authorization is hereby given for members of this Governing Body and officials of this Public Agency to serve as Trustees of the Nebraska Public Agency Investment Trust from time to time if elected as such pursuant to the Declaration of Trust.
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution being the same are hereby rescinded.

The foregoing Resolution having been read in its entirety, and a motion having been duly made and seconded for its passage and adoption, the roll was called thereon and the following members voted in favor of passage and adoption of said Resolution: Barnard, Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh

The following voted against the same: None

The following were absent or not voting: None

The above Resolution having been consented to by the required number of members of the Governing Body was declared, passed, and adopted by the Presiding Officer.

DATED this 21st day of April, 2025.

Public Agency:	City of Beatrice
Street Address:	400 Ella Street
City, State and Zip Code:	Beatrice, NE 68310
Telephone Number:	402-228-5200
Tax Identification:	47-6006092

By:	Robert Morgan
Presiding Officer,	Mayor
SIGNATURE:	X

Attest:	Erin Saathoff
Recording Officer,	City Clerk
SIGNATURE:	X

Enabling Resolution | Reviewed: 04/2025

**Investment products: Not FDIC Insured - No Bank Guarantee - May Lose Value.**

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

**WHEREAS,** The Local Option Municipal Economic Development Act, (“Act”) Neb. Rev. Statutes 18-2701, et seq., was passed by the Nebraska Legislature which found: (1) there is a high degree of competition among states and municipalities in our nation in their effort to provide incentives for businesses to expand or locate in their respective jurisdictions; (2) municipalities in Nebraska are hampered in their efforts to effectively compete because of their inability under Nebraska law to respond quickly to opportunities or to raise sufficient capital from local sources to provide incentives for the provision of new services or business location or expansion decisions which are tailored to meet the needs of the local community; (3) the ability of a municipality to encourage the provision of new services or business location and expansion has a direct impact not only upon the economic well-being of the community and its residents but upon the whole State as well; and (4) there is a need to provide Nebraska municipalities with the opportunity of providing assistance to business enterprises in their communities, whether for expansion of existing operations, the creation of new businesses, or the provision of new services, by the use of funds raised by local taxation when the voters and the municipality determine that it is in the best interest of their community to do so; and

**WHEREAS,** the City of Beatrice has received a request for LB 840 funding from The Paddock, LLC, a Nebraska limited liability company; and

**WHEREAS,** such request would require economic development loans totaling One Million Five Hundred Thousand Dollars (\$1,500,000.00) for direct financial assistance for the redevelopment of the Paddock Kensington building located 105 North 6<sup>th</sup> Street, Beatrice, Nebraska; and

**WHEREAS**, on April 15, 2025, the Citizen’s Advisory Review Committee (“CARC”) recommended the Beatrice City Council to approve the Borrower’s LB840 funding request; and

**WHEREAS**, the City has sufficient funds budgeted for the coming fiscal year for the project request; and

**WHEREAS**, the City desires to enter into a loan agreement with The Paddock, LLC, for direct financial assistance for the redevelopment of the Paddock Kensington building located 105 North 6<sup>th</sup> Street, Beatrice, Nebraska.

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 Loan Agreement, Promissory Note, Deed of Trust, and any and all documents necessary to issue said loan between the City of Beatrice and for direct financial assistance for the redevelopment of the Paddock Kensington building located 105 North 6<sup>th</sup> Street, Beatrice, Nebraska, for an economic development loan totaling One Million Five Hundred Thousand Dollars (\$1,500,000.00), from funds derived from LB 840 funds, 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 21<sup>st</sup> day of April, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Robert Morgan, Mayor

**LB840 ECONOMIC DEVELOPMENT  
LOAN AGREEMENT  
(PADDOCK KENSINGTON REDEVELOPMENT PROJECT)**

THIS AGREEMENT dated the \_\_\_\_ day of \_\_\_\_\_, 2025, is entered into by and between The Paddock, LLC, a Nebraska limited liability company ("Borrower") and the City of Beatrice, Nebraska, a Municipal corporation ("Lender").

**WHEREAS**, Borrower has applied to Lender for a LB840 Economic Development Loan in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for direct financial assistance for the redevelopment of the Paddock Kensington building located 105 North 6<sup>th</sup> Street, Beatrice, Nebraska ("Property"), legally described in Exhibit "A" of this Agreement; and

**WHEREAS**, the Borrower is a qualifying business and the Paddock Kensington Redevelopment Project is an eligible activity as defined in the City of Beatrice, Nebraska Economic Development Program effective April 1, 2025 to March 31, 2029; and

**WHEREAS**, on April 15, 2025, the Citizen's Advisory Review Committee ("CARC") recommended the Beatrice City Council to approve the Borrower's LB840 funding request; and

**WHEREAS**, Lender is satisfied that this loan furthers the purposes and satisfies the requirements specified in the City of Beatrice Economic Development Program effective April 1, 2025 to March 31, 2029.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

**PART I: THE LOAN**

**1.01 The Loan, Rate, and Disbursement**

Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, and Borrower agrees to borrow from the Lender the amount up to One Million Five Hundred Thousand Dollars (\$1,500,000.00) at an interest rate of zero (0.00%) per annum. Said loan shall be disbursed over the term of this Agreement according to the Disbursement Schedule set forth in Exhibit "B" of this Agreement.

**1.02 The Term, Repayment, and Forgiveness.**

The Note shall have a term of nine (9) years. Borrower shall make a balloon payment on September 1, 2034 for all outstanding principal and interest owed unless Borrower has satisfied the terms set forth herein. All funds disbursed pursuant to this Agreement shall be forgiven on September 1, 2034 if (i) Borrower still owns the Property; (ii) the Property is in good repair; (iii) at least thirty (30) residential units in the Property are available for leasing and inhabitable; (iv)

at least 7,000.00 sq. ft. of commercial space in the Property is completed, available for leasing, and inhabitable; (v) the Borrower has a current Certificate of Occupancy for the entire Property from the Beatrice Community Development Department; and (vi) Borrower remains compliant with all laws, rules, regulations, agreements, conditions, and covenants governing Borrower's funding sources for the Paddock Kensington Redevelopment Project.

Borrower may prepay the outstanding principal balance of the loan and accrued interest at any time without penalty.

### **1.03 Purpose of Loan.**

The purpose of the loan is to provide Borrower with working capital for the redevelopment of the Property, as defined and described in the Project Proposal submitted by Borrower to the Lender, dated August 4, 2023, the Memorandum of Understanding between Lender and Borrower dated November 6, 2023, the Purchase Agreement between Lender and Borrower, dated November 6, 2023, as amended on July 15, 2024 and December 2, 2024, and the Tax Increment Financing ("TIF") Redevelopment Agreement between Borrower and the Community Redevelopment Authority, dated August 9, 2024 (all of which are incorporated herein and hereinafter defined as the "Paddock Kensington Redevelopment Project"). Borrower agrees that it will use the loan funds received pursuant to this agreement only for such purposes.

### **1.04 Security Position.**

Borrower shall execute a Promissory Note, Deed of Trust, and Personal Guarantee naming Lender as Beneficiary. The Promissory Note executed by the Borrower shall secure the total amount loaned pursuant to this agreement.

## **PART II: REPRESENTATIONS AND WARRANTIES.**

Borrower represents and covenants the following:

### **2.01 Duly Organized.**

Borrower is: (1) a corporation, duly organized, validly existing and in good standing under the laws of the State of Nebraska; (2) is in good standing and able to transact business under the laws of the State of Nebraska; and (3) has the power to enter into this Agreement and to borrow.

### **2.02 Duly Authorized.**

The making and performance by Borrower of this Agreement, and the execution and delivery of the Promissory Note, Personal Guarantee, and Deed of Trust, in a form satisfactory to Lender, will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Borrower or any provision of Borrower's Certificate of Organization or Operating Agreement or result in a breach of or constitute a default under any

indenture or bank loan or credit agreement or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

### **2.03 Legally Binding Instruments.**

When this Agreement is executed by Borrower and Lender, and when the Note, Personal Guarantee, and Deed of Trust are executed and delivered by Borrower, each such instrument will constitute the legal, valid, and binding obligation of Borrower in accordance with its terms. Any security agreements and instruments, deeds of trust, mortgages, and other liens on chattel or real estate will constitute legal, valid and binding liens.

### **2.04 No Legal Suits.**

There are no legal actions, suits, or proceedings pending or, to the knowledge of Borrower, threatened against Borrower before any court or administrative agency, which if determined adversely to Borrower, would have a material adverse effect on the financial condition or business of Borrower.

### **2.05 No Legal Authorization Needed.**

No authorization, consent or approval, or any formal exemption of any Governmental body, regulatory authorities (federal, state, or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by Borrower of this Agreement.

### **2.06 Not in Default.**

Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

### **2.07 Taxes Are Paid.**

Borrower has filed all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Borrower or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and Borrower knows of no basis for any such deficiency assessment.

### **2.08 Qualifying Business; Principal Source of Income.**

Borrower derives its principal source of income from the construction or rehabilitation of housing.

## **2.09 No Adverse Change.**

Borrower certifies that there has been no adverse or material change since the date of the loan application in the financial condition, organization, operating, business prospects, fixed properties, or personnel of Borrower.

### **PART III. CONDITIONS OF LENDING.**

The obligation of Lender to make the Loan will be subject to the fulfillment at the time of closing of each of the following conditions:

#### **3.01 Execution and delivery of Note, Loan Agreement, and Deed of Trust.**

Borrower will have executed and delivered to Lender this Loan Agreement, Promissory Note, Personal Guarantee, and Deed of Trust in a form satisfactory to Lender and its Counsel.

#### **3.02 Execution and Delivery of Other Documents.**

Borrower will have executed and delivered to Lender any other necessary or required documents.

#### **3.03 Execution and Certification of Resolution of Members.**

Borrower will have delivered to Lender, a duly certified copy of a Resolution of the Borrower authorizing the execution and delivery by Borrower of this Loan Agreement, and Promissory Note.

#### **3.04 Corporate Papers.**

Borrower will have delivered to the Lender copies of the Borrower's Certificate of Organization and Authorizing Resolution.

#### **3.05 Governmental Approval.**

Borrower will have secured all necessary approvals or consents, if required, of Governmental bodies or agencies having jurisdiction with respect to any construction contemplated in accordance with the use of proceeds of the loan.

#### **3.06 Approval of Others.**

Borrower will have secured all necessary approvals or consents required with respect to this transaction by any mortgagor, creditor, or other party having any financial interest in Borrower.

#### **PART IV: AFFIRMATIVE COVENANTS OF BORROWER.**

Borrower agrees to comply with the following covenants from this date until Lender has been fully repaid with interest, unless Lender or its Assigns otherwise consent in writing:

##### **4.01 Payment of the Loan.**

Borrower agrees to pay punctually the principal and interest on the Note according to the terms and conditions and to pay punctually any other amounts that may become due and payable to Lender pursuant to the terms of this Agreement.

##### **4.02 Payment of Other Indebtedness.**

Borrower agrees to pay punctually the principal and interest due on any other indebtedness now or at any time owing by Borrower to Lender or any other lender.

##### **4.03 Maintain and Insure Property.**

Borrower agrees at all times to maintain the property provided as security for this Loan in such condition and repair that Lender's security will be adequately protected. Borrower also agrees to maintain during the term of the Loan adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate in amounts and form sufficient to prevent Borrower from becoming a co-insurer and issued by companies satisfactory to Lender with an acceptable loss payee clause in favor of Lender.

##### **4.04 Pay All Taxes.**

Borrower agrees to duly pay and discharge all taxes, assessments and governmental charges upon it or against its properties prior to the date on which penalties are attached, except that Borrower will not be required to pay any such tax, assessment or governmental charge which is being contested by it in good faith and by appropriate proceedings.

##### **4.05 Maintain Existence.**

Borrower agrees to maintain its existence, rights, privilege and franchises within the State of Nebraska and remain qualified as a foreign limited liability company in each jurisdiction in which its present or future operations or its ownership of property require such qualification, including the State of Nebraska.

##### **4.06 Provide Financial Information.**

Borrower agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in

accordance with generally accepted principles of good accounting practice consistently applied in the case of financial transactions.

Borrower agrees to deliver to lender all records of funding sources it receives, including by not limited to funds received by Borrower from the Nebraska Investment Finance Authority (“NIFA”), federal Historic Tax Credits, conventional loans, PACE energy efficiency credits, etc., within thirty (30) calendar days after notice of the award of said funds, or thirty (30) calendar days after the receipt of said funds.

In addition, Borrower agrees to deliver to Lender a company balance sheet, income statement, a cash flow statement and income tax return to the City within sixty (60) calendar days after the end of Borrower’s fiscal year during the term of this agreement. These financial statements may only be accessed by Lender. All financial reports and information are confidential and not subject to public review or inspection. Borrower further agrees to provide information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or counsel.

Borrower further agrees to provide written notice to Lender of any public hearing or meeting before any administrative or other public agency which may, in any manner, affect the chattel, personal property or real estate securing the loan.

#### **4.07 Right to Inspection.**

Borrower agrees to grant to Lender until the Note has been fully repaid with interest the right at all reasonable hours to inspect the Collateral used to secure the Loan; and Borrower further agrees to provide Lender free access to Borrower’s premises for the purpose of such inspection to determine the condition of the personal property and real estate.

#### **4.08 Null and Void Covenants.**

Borrower agrees that in the event that any provision of this Loan Agreement or any other instrument executed at closing or the application to any person or circumstances will be declared null and void, invalid, or held for any reason to be unenforceable by a Court of competent jurisdiction, the remainder of such agreement will nevertheless remain in full force and effect, and to this end, the provisions, of all covenants, conditions, and agreements described herein are deemed separate.

#### **4.09 Closing Costs.**

Borrower agrees to pay all fees, expenses and charges with respect to the loan, or its making or transfer to the Lender in any way connected including, but not limited to, the fees and out-of-pocket expenses of local counsel employed by Lender, title insurance, and survey costs, recording and filing fees, mortgage taxes, documentary stamp tax and any other taxes, fees and expenses

payable in connection with this transaction and with the enforcement of this Agreement and Note.

#### **4.10 Notice of Default.**

Borrower agrees to give written notice to Lender of any event, within fifteen (15) calendar days of the event, which constitutes an Event of Default under this Loan Agreement as described in Article VII or that would, with notice or lapse of time or both, constitute an Event of Default under this Loan Agreement.

#### **4.11 Indemnification.**

Borrower agrees to indemnify and save Lender or its Assigns harmless against any and all liability with respect to, or resulting from, any delay in discharging any obligation of Borrower to this Agreement or the transactions contemplated hereby.

#### **4.12 Expenses of Collection or Enforcement.**

Borrower agrees, if at any time Borrower defaults on any provision of this Loan Agreement, to pay to Lender in addition to any other amounts that may be due from Borrower, an amount equal to the costs and expenses of collection, enforcement or correction or waiver of the default incurred by Lender or its successors and assigns in such collection, enforcement, correction or waiver of default.

#### **4.13 Omitted on Purpose.**

#### **4.14 Compliance With Law.**

Evidence satisfactory to Lender will be furnished certifying that all improvements and their use comply fully with all applicable zoning and building laws, ordinances and regulations, and all other applicable federal, state and municipal law requirements. The loan will be in all respects legal and will not violate any applicable law or other requirements of any governmental authority.

#### **4.15 Environmental Protection Laws.**

Receipt of evidence satisfactory to Lender of compliance with all applicable environmental protection and land use and development laws, ordinances and regulations of all federal, state and local governmental authorities and agencies having jurisdiction.

### **PART V: NEGATIVE COVENANTS OF BORROWER.**

Borrower covenants and agrees that, from this date until payment in full of the Note, unless Lender or its successors and assigns otherwise consent in writing, it will not enter into any agreement or other commitment the performance of which would constitute a breach of any of

the covenants contained in this Loan Agreement including, but not limited to the following covenants:

#### **5.01 Encumber the Pledged Assets.**

Except for financing secured to construct the Paddock Kensington Redevelopment Project, Borrower will neither create nor suffer to exist any new mortgage, pledge, lien, charge or encumbrance, including liens arising from judgments, on the property provided as security for this loan which is superior to the claims and/or liens of Lender.

#### **5.02 Change Ownership.**

The principals of Borrower will not permit without the written permission of Lender any material change in the ownership, structure, control, or operation of Borrower including but not limited to (a) merger into or consolidation with any other person, firm or corporation; (b) changing the nature of its business as carried out at the date hereof; and (c) substantial distribution, liquidation or other disposal of Borrower's assets to the stockholders. Should any material change in the ownership, structure, control, or operation of Borrower occur, Lender reserves the right to renegotiate this Agreement pursuant to Section 7.02, or declare the entire unpaid principal of the Note and the accrued interest immediately due and payable upon written demand of Lender or the Department or their assigns.

### **PART VI: EVENTS OF DEFAULT.**

The entire unpaid principal of the Note and the accrued interest will become and be immediately due and payable upon the written demand of Lender, except where noted, without any other notice or demand of any kind of any presentment or protest, if any one of the following events (an "Event of Default") occurs and continues at the time of such demand, whether voluntarily or involuntarily, or without limitation, occurring or brought about by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rules or regulation of any administrative or governmental body, provided, however, that such sum will not be then payable if Borrower's payments have been waived, or the time for making Borrower's payments has been extended by Lender.

Upon the occurrence of an Event of Default, Lender may (a) withhold any and all future disbursements and (b) declare the Note to be immediately due and payable without presentment, demand, notice or dishonor of any kind, all of which are expressly waived by Borrower.

#### **6.01 Nonpayment of Loan.**

If Borrower fails to make payment when due of any installment of principal on the Note or accrued interest and if the default remains unremedied for fifteen (15) calendar days after written notice thereof.

#### **6.02 Nonpayment of Other Indebtedness.**

If default is made in the payment when due of any installment of principal or of interest on any of Borrower's other indebtedness and if such default remains unremedied for thirty (30) calendar days after written notice thereof.

#### **6.03 Incorrect Representation or Warranty.**

Any representation or warranty contained in, or made in connection with the execution and delivery of, this Loan Agreement, or Loan Application or in any provided information proves to be incorrect.

#### **6.04 Default in Covenants.**

Borrower will default in the performance of any other term, covenant or agreement contained in this Loan Agreement, and such default continues unremedied for thirty (30) calendar days after either: i) it becomes known to a member of Borrower; or ii) written notice has been given to Borrower by Lender.

#### **6.05 Voluntary Insolvency.**

If Borrower becomes insolvent or ceases to pay its debts as they mature or voluntarily files a petition seeking reorganization of its business, or the appointment of a receiver, trustee, of liquidation of a substantial portion of its assets effects a plan or other arrangement with creditors, or be adjudicated bankrupt, or make a voluntary assignment for the benefit of creditors.

#### **6.06 Involuntary Insolvency.**

If an Involuntary petition is filed against Borrower under any bankruptcy, insolvency or similar law or seeking the reorganization of or the appointment of any receiver, trustee or liquidate for Borrower, or of a substantial part of the property of Borrower, or a writ or warrant of attachment or similar process will be issued against a substantial part of the property of Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded, within thirty (30) calendar days after filing or levy.

### **PART VII: MISCELLANEOUS**

#### **7.01 Force Majeure.**

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if such failure or delay is caused by or results from acts beyond the reasonable control of the affected party, including but not limited to acts of God, natural disasters, war, terrorism, government orders or restrictions, change in rules, regulations, or law, labor strikes, pandemics,

supply chain disruptions, or any other unforeseen event that renders performance impracticable or impossible.

If a force majeure event, other than non-approval, rescinding, or invalidation of the economic development program, as stated above, continues for more than sixty (60) calendar days, either party may terminate this Agreement upon written notice without further obligation, except for obligations accrued prior to the force majeure event.

#### **7.02 Waiver of Notice.**

No failure or delay on the part of Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. No modification or waiver of any provision of this Loan Agreement or of the Note, nor any consent to same will be effective unless it is in writing and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in similar or other circumstances.

#### **7.03 Amendments.**

Borrower and Lender or its Assigns reserves all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Loan Agreement, to amend or consent to or waive departure from the provisions of the Note and to release or otherwise deal with any collateral security for payment of the Note provided, all such amendments must be in writing and executed by Lender or its Assigns, and Borrower.

#### **7.04 Notices.**

All notices, consents, requests, demands and other communication will be in writing and will be deemed to have been duly given to a party if mailed to the Lender at 400 Ella Street, Beatrice, Nebraska 68310, and to Borrower at 5631 South 48<sup>th</sup> Street, Ste. #200, Lincoln, NE 68516.

#### **7.05 Survival of Representations and Warranties.**

All agreements, representations, and warranties made by Borrowers or any other documents or certificate delivered to the Lender in connection with the transactions contemplated by this Loan Agreement will survive the delivery of this Agreement, the Note and the Security Agreement, and will continue in full force and effect so long as the Note is outstanding.

#### **7.06 Successors and Assigns.**

This Loan Agreement will be binding upon Borrower, its Successors, and Assigns. Borrower may not assign or transfer its rights without prior written consent of Lender.

**7.07 Counterparts.**

This Loan 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.

**7.08 Governing Law.**

This Loan Agreement, the Note, Personal Guarantee, and Deed of Trust, will be deemed contracts made under the laws of the State of Nebraska and for all purposes will be construed in accordance with the laws of this State.

**7.09 Article and Section Headings.**

Article and Section headings used in the Agreement are for convenience only and will not affect the construction of this Agreement.

**7.10 Effective Agreement.**

This agreement, together with the Note, Deed of Trust, application or agreement incorporated herein by reference, comprises the complete and integrated agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements, written or oral, with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Loan Agreement to be executed.

Attest

LENDER:  
THE CITY OF BEATRICE,  
NEBRASKA, a Municipal  
Corporation

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

By: \_\_\_\_\_  
Robert Morgan, Mayor

\_\_\_\_\_  
DATE

BORROWER:

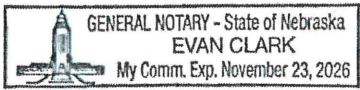
The Paddock, LLC, a Nebraska limited liability company

By: [Signature]  
Jake Hoppe, Manager

DATE 4/9/25

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF Lincoln        )

The foregoing instrument was acknowledged before me on this 4 day of April, 2025 by Jake Hoppe, Manager and authorized signatory on behalf of The Paddock, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of said limited liability company.



[Signature]  
Notary Public

**Exhibit A**

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, commonly known as  
105 North 6<sup>th</sup> Street, Beatrice, Nebraska 68310

Parcel No. 009677000

## Exhibit B

1. **Disbursement Schedule.** Subject to the terms and conditions of this Agreement, Lender shall disburse the loan proceeds to Borrower as follows:

Disbursement #	Disbursement Date	Disbursement Amount
1	September 1, 2025	\$300,000.00
2	September 1, 2026	\$150,000.00
3	September 1, 2027	\$50,000.00
4	September 1, 2028	\$50,000.00
5	September 1, 2029	\$50,000.00
6	September 1, 2030	\$250,000.00
7	September 1, 2031	\$250,000.00
8	September 1, 2032	\$250,000.00
9	September 1, 2033	\$150,000.00
<b>Total</b>		<b>\$1,500,000.00</b>

2. **Loan Forgiveness.** The disbursement of funds for each year of the loan term shall be subject to the Borrower's fulfillment of the conditions outlined in this Agreement. The Borrower is required to comply with all applicable obligations, performance metrics, reporting requirements, and any other specified terms and conditions for each disbursement period. Failure to meet any obligation set forth in this Agreement prior to a disbursement period shall result in the forfeiture of the funds for the subsequent disbursement period and Lender shall not disburse the funds for that subsequent disbursement period. Borrower can still qualify for subsequent disbursements in subsequent disbursement periods if Borrower fulfills all of the previous obligations and conditions set forth in the previous disbursement periods.

For example, if prior to August 31, 2025, Borrower has acquired the Property from Lender, the first disbursement will be disbursed to Borrower on September 1, 2025. But if prior to August 31, 2026 the Borrower has failed to commence construction on the rehabilitation of the Property, the Borrower shall forfeit, and Lender shall not disburse, the second disbursement payment. If prior to the August 31, 2027 Borrower has commenced and continued said construction and has completed the approximately 7,615 sq. ft. that is to be leased to Gage Area Growth Enterprise, LLC ("NGage"), then on September 1, 2027, the third disbursement payment shall be disbursed to Borrower.

If the Borrower fully satisfies all obligations, conditions, and requirements set forth in Section 1.02 of this Agreement, then all payments due under this Agreement shall be forgiven, and the Borrower shall have no further repayment obligations.

### 3. Conditions Precedent to Disbursements.

- a. Prior to August 31, 2025, Borrower shall have purchased the Property described in Exhibit "A" located at 105 North 6<sup>th</sup> Street from Lender.
- b. Prior to August 31, 2026, Borrower shall have commenced construction on the rehabilitation of the Property into a residential development on the upper floors of the building with an approximately 7,615 sq. ft. commercial area on the first floor pursuant to the Memorandum of Understanding between Lender and Borrower dated November 6, 2023, the Purchase Agreement between Lender and Borrower, dated November 6, 2023, as amended on July 15, 2024 and December 2, 2024, and the Tax Increment Financing ("TIF") Redevelopment Agreement between Borrower and the Community Redevelopment Authority, dated August 9, 2024. For purposes of this Agreement, "commencement of construction" shall mean obtaining building permits, the hiring of contractors for said construction, and physical commencement of said construction. Proof of said commencement may be provided in the form of proof of payments to the contractor or contractors use for said construction, provision of current contracts with any contractor(s) retained for said construction, or other form of documentation that acceptable to Lender.
- c. Prior to August 31, 2027, Borrower shall have completed the approximately 7,615 sq. ft. area in the Property that is to be leased to NGage. Completion shall be evidenced by Borrower having acquired a Certificate of Occupancy for said space from the Beatrice Community Development Department.
- d. Prior to August 31, 2028, Borrower shall have completed at least twenty (20) residential rental units in the Property. Completion of said residential rental units shall be evidenced by Borrower making said units available for rent, said residential units being inhabitable, and the Beatrice Community Development Department certifying that said residential rental units meet all applicable rules and regulations.
- e. Prior to August 31, 2029, Borrower shall have completed at least thirty (30) residential rental units in the Property. Completion of said residential rental units shall be evidenced by Borrower making said units available for rent, said residential units being inhabitable, and the Beatrice Community Development Department certifying that said residential rental units meet all applicable rules and regulations.
- f. Prior to August 31, 2030, Borrower shall have rented all of the commercial incubator units located on the first floor of the Property, or have made them available to rent. Completion of said commercial incubator units shall be evidenced by Borrower making said units available for rent, said commercial incubator units being inhabitable, and the Beatrice Community Development Department certifying that said commercial incubator units meet all applicable rules and regulations.

- g.** Prior to August 31, 2031, Borrower shall have at least thirty (30) residential units rented or made available to rent in the Property. Said residential units shall be inhabitable. Completion of said residential rental units shall be evidenced by Borrower making said units available for rent, said residential units being inhabitable, and the Beatrice Community Development Department certifying that said residential rental units meet all applicable rules and regulations.
- h.** Prior to August 31, 2032, Borrower shall have received a Certificate of Occupancy for the entire building from the Beatrice Community Development Department.
- i.** Prior to August 31, 2033, Borrower shall have repaid all principal and interest for the loan between Borrower and Main Street Beatrice, Inc., a Nebraska nonprofit corporation, through the Nebraska Department of Economic Development's Rural Workforce Housing Fund.

# MAIN STREET *Beatrice*



## FY 24-25 Q2 Report January-March

# Annual Promotional Items & Events



Chocolate Lovers: 25 businesses and 192 participants

Night of the Great Pumpkin- October

Santa Rides & Holiday Events- December

Holiday Shopping Guide- November/December

## What Main Street Beatrice is doing in 2025



Award an E3 Business grant of \$15,000: Dispersed funds to 9 businesses



75 business visits:  
(40 Business Retention & Expansion- BRE's, 20 Meet & Greets, 15 Marketing)



Construct Downtown Business directory



Website refresh



50% of downtown district buildings inventoried in  
Building Opportunities on Main Street (BOOMS) tracker



2 business training workshops



1 Marketing workshop



Work with & support the city's RAISE grant beautification efforts



Present quarterly reports to city council in January, April, July, October



Submit monthly financial reports to the city by the 5th

# **Businesses**

## **Main Street Nebraska Awards**

City of Beatrice, Karlene Douglas, Tall Tree Tastings, Kala's Savory Bites & Sifted Sweets

## **E3 \$15,000 Grant- 9 Businesses**

### ***Kala's Savory Bites and Sifted Sweets***

\$2,050 for an ice cream machine, (2) outdoor patio sets, and a Food PrintPen

### ***Blush Ceramic Studio***

\$2,000 for (3) wheels and vinyl outdoor signage

### ***Natural Vibes***

\$500 for signage/window decals

### ***Community Players***

\$3,900 for ADA-compliant front door

### ***Farmer's Market***

\$1,750 for traffic cones, (3) aluminum signs, (1) branded canopy, (1) plain canopy, (2) folding tables and a 250-piece first aid kit

### ***Tall Tree Tasting***

\$1,500 for a slush machine

### ***Mother to Mother***

\$700 for advertising signage

### ***Avari Soul Boutique***

\$300 for sidewalk sign, window decals and paint

### ***Zo's Soul Food- Mississippi Burning***

\$2,300 for business sign

**13 Marketing & advertising**

**4 Businesses opened**

**5 business startups in progress**

**Marketech Conference discount from Grow Nebraska**

### **Downtown Properties**

**15 Commercial properties**

Rental/lease and sale inquiries

**5 Commercial properties**

Upcoming and/or currently undergoing renovations

### **Community Leadership & Involvement**

**40+ community leaders**

**3 retired business owners-youth mentorship opportunities**

**3 guest speaker invitations:**

Sertoma, Kiwanis, Rotary Club

**Old Neighborhood Club/ MSB Open House- 2 awards:**

Laureen Riedesel & Dana Hydo

## **MSB Events**

### ***Chocolate Lover's-Feb. 1, 2025***

25 participating businesses

192 registered participants-137 made it to every business

Registrants came from these top five cities:

1. Beatrice (127)
2. Lincoln (8)
3. Blue Springs (6)
4. Wymore (6)
5. Plymouth (4)

30 different towns across Nebraska including Grand Island and Alliance

4 different towns in Kansas, including Kansas City, KS

Iowa and North Carolina

### ***Participant Feedback***

despite the cooler than expected temperatures, everyone had a great time and they really enjoyed getting to interact with the businesses in this unique and fun way.

**95%** of the 137 said they discovered at least 1 or more business(s) that they didn't know was here in downtown Beatrice.

## **Upcoming Events**

Beer & Wine Festival-May 3rd at Envision

Ribfest- June 21st



April 16, 2025

RE: FY 24-25 Quarterly Report (Q3)

**Dear NGage Investors and Partners,**

As part of our ongoing commitment to enhancing the region's competitiveness and preparing for future growth, we are proud to share several strategic initiatives currently underway.

### **Industrial Site Readiness Study**

We are executing a **comprehensive industrial site readiness study** aimed at evaluating key parcels throughout the city and county. This effort focuses on development potential, infrastructure capacity, site access, zoning, and overall investment readiness. The findings will serve as a vital tool for infrastructure planning and proactive site development strategies.

### **Target Industry Analysis**

In parallel, we are conducting a **target industry analysis** to identify high-potential sectors for strategic recruitment. This analysis is guided by data on regional workforce strengths, supply chain connectivity, and national market trends. The goal is to align our economic development strategy with industries poised for sustainable growth and job creation in Gage County.

Together, these two initiatives will provide a **data-driven foundation** for decision-making, long-term planning, and marketing efforts.

### **Talent and Workforce Development**

We continue to **partner with state agencies** to design and implement talent attraction initiatives. Ongoing conversations with educational and workforce development leaders are helping us shape **training pathways** that specifically support the needs of not only our manufacturing sector but all sectors.

**NGage and its community partners recently hosted representatives from the Nebraska Department of Economic Development (DED) and Development Counsellors International (DCI) as part of the ongoing statewide talent recruitment campaign, "The Good Life is Calling."**

DCI has been contracted for the Nebraska Talent Attraction Initiative, which is focused on drawing out-of-state talent to live and work in Nebraska. The goals of this initiative include:

- Gathering qualitative research and anecdotal input about what it's like to live and work in Nebraska, including the state's strengths, challenges, and unique qualities
- Showcasing the diverse regions across Nebraska as ideal places to live and work
- Gaining a deeper understanding of Nebraska's major employers, key industries, attractions, lifestyle assets, and partner organizations through firsthand experiences

This visit offered a valuable opportunity to highlight our local assets, share insights, and contribute to the broader effort of promoting Nebraska as a great place to build a career and a life.

### **Business Support and Recruitment**

- We are actively **engaging partners** to support local businesses and encourage small business development.
- Our Q4 2024 **advertisement in *Site Selection Magazine*** is continuing to generate new business leads.
- We have recently finalized an advertisement in ***FDI Alliance International*** and look forward to the prospective business leads that may result from this strategic promotional initiative.
- We are working closely with **Global Site Location Industries (GSLI Solutions)** to attract business and industry; 3 active leads are being pursued.
- **Nine Business Retention & Expansion (BRE) visits** have been completed, along with **two hosted site visits**.

### **Community & Housing Development**

Efforts are ongoing across the county to support **housing development**—a critical component of our economic future.

**Working with the communities of Wymore and Cortland specifically on community planning efforts is a collaborative process rooted in local values, vision, and resilience.** These partnerships aim to empower residents, align resources, and create actionable plans that reflect each community's unique identity and long-term goals. By fostering inclusive engagement and strategic thinking, we help rural communities build capacity, strengthen infrastructure, and create sustainable pathways for growth and quality of life.

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## EDCC Certification Renewal

We have **completed the application** and are now **awaiting results** for the **renewal of the City of Beatrice's Economic Development Certified Community (EDCC) Certification**. Sponsored by the Nebraska Diplomats, this certification signals to prospective employers and residents that Beatrice is well-prepared for economic growth and offers a high quality of life. Currently, there are a mere **37 EDCC-designated communities** across Nebraska.

## Business Retention and Expansion (BRE)

**Business Retention and Expansion (BRE) visits are a cornerstone of effective economic development strategy.** These visits allow economic developers to build strong relationships with existing businesses, gaining firsthand insight into their needs, challenges, and growth opportunities.

BRE visits demonstrate that the community is **invested in the long-term success of its employers**. These conversations help identify opportunities for expansion, workforce needs, supply chain gaps, and any barriers to growth—allowing communities to respond proactively and **retain valuable businesses**.

By focusing on retention, BRE efforts help **reinforce trust**, demonstrate ongoing support, and position the community as a partner in **business success**. This approach is essential for fostering long-term relationships, identifying actionable opportunities, and supporting sustainable economic growth.

**BRE visits are critical for fostering long-term relationships, identifying actionable opportunities, and supporting sustainable economic growth.**

## Active Recruitment Projects

**Pursuing economic development projects is essential to fostering long-term growth, creating quality jobs, and strengthening the local economy.** Each lead represents a potential opportunity to attract new investment, expand the tax base, and enhance community vitality. However, the process of securing a project is often complex and can take anywhere from several months to multiple years, depending on factors such as industry, site readiness, workforce availability, and incentive negotiations. **Patience and trust are critical throughout this process**—trust among partners, stakeholders, and prospects, and the patience to allow relationships and opportunities to mature. **Sustained engagement, strategic follow-up, and collaboration are key to turning potential into lasting success.**

As of March 31, 2025, there are **15 active projects**: three locally originated, two from out of state, and ten initiated at the state level.

Last quarter, the NGage team hosted **Two site visits**, both from international manufacturing companies exploring potential investment opportunities in our region.

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**Site visits are a critical step in the economic development process, serving as the bridge between interest and investment.** They allow prospective businesses, site selectors, and decision-makers to experience a community firsthand—evaluating everything from infrastructure and site readiness to workforce availability, quality of life, and local partnerships.

During a site visit, communities have the opportunity to showcase their strengths, address any concerns in real time, and build relationships that go beyond spreadsheets and proposals. It's a chance to demonstrate a region's readiness, responsiveness, and long-term value as a business location.

Ultimately, **site visits help convert interest into commitment**, making them one of the most impactful tools in turning leads into active projects.

Our team is actively working to **close several recruitment opportunities**, in collaboration with existing employers, local stakeholders, state and regional partners, and site selectors nationwide.

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**Thank You** We deeply appreciate your continued support of NGage. Your investment enables us to drive meaningful progress across Gage County. We look forward to sharing more successes in the months ahead.

Sincerely,

A handwritten signature in black ink that reads 'Rachel Kreikemeier'.

Rachel Kreikemeier  
Executive Director, NGage  
[rachelk@ngagegroup.org](mailto:rachelk@ngagegroup.org)



# CITY ADMINISTRATOR'S MONTHLY REPORT

## APRIL 2025

CAPITAL PROJECTS	1
PLANNING & ZONING	5
ECONOMIC DEVELOPMENT	5
EMPLOYEE	5
FINANCIALS	5
CODE VIOLATIONS / BUILDING PERMITS / DEMOLITIONS	5
PUBLIC PROPERTIES	6
STORM SEWER/DRAINAGE	6
STREETS	6
UTILITIES	7
SPECIAL DESIGNATED LICENSES	9
COMPLETED CAPITAL PROJECTS	10

## CAPITAL PROJECTS

### PADDOCK KENSINGTON:

*The building has been transferred to Hoppe & Son, LLC. Rehab work has begun.*

**Funding:** LB840    **Est. Cost:** TBD    **Amt Spent as of 2/28/25:** \$53,778    **Est. Completion:** 2027

### REDEVELOPMENT OF PADDOCK LANE & LINCOLN SCHOOL SITES:

A master plan has been approved. All four (4) sites have been transferred to the City. Sites have been renamed Heritage Heights Addition (Lincoln School) and Corral Crossing Addition (Paddock School). Bids for demolition have been received and demolition should begin in March. *Demolition is underway at Heritage Heights. Bids for utility installation are due April 24, 2025.*

**Funding:** LB840 & General    **Est. Cost:** TBD    **Amt Spent as of 2/28/25:** \$112,573    **Est. Completion:** 2026

### CAST INITIATIVE:

*The City was awarded a \$21.3 million RAISE Grant. A Program Agreement has been signed with NDOT. JEO was selected as the engineer for the project. Waiting on a Grant Agreement from the Federal Highway.*

**Funding:** LB840    **Est. Cost:** TBD    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** 2033

### DEMPSTERS:

*Awaiting announcement on EPA Brownfield Grant. The City's acquisition of the main buildings should be finalized within the next couple of months.*

**Funding:** General    **Est. Cost:** TBD    **Amt Spent as of 2/28/25:** \$51,579    **Est. Completion:** Years

### TAXIWAY C and APRON RECONSTRUCTION:

Bid was awarded on June 3, 2024 to Vogts Parga Construction in the amount of \$5,660,502.12. Airport was awarded FAA Airport Improvement Program (AIP) grant of \$4,810,000.00. Pre-construction meeting was held on February 11, 2025. The project was scheduled to begin on March 24, 2025 but has been pushed back to April 28, 2025 due to concrete testing. The project duration is anticipated to be twenty-seven (28) weeks and will be broken into four (4) phases, allowing the Airport to stay open during construction.

**Funding:** Airport    **Est. Cost:** \$6,245,177    **Amt Spent as of 2/28/25:** \$32,248    **Est. Completion:** Fall 2025

### HANGAR PROJECT:

Plans are being made to construct a 10-unit T-Hangar along with reconstruct/rehabilitate surrounding hangar approaches/taxilanes. Senator Fischer secured \$2,850,000 for a new hangar. *Bids were opened on March 27, 2025. Benesch recommended the contract be awarded to Vogts Parga and the City Council approved that recommendation on April 7, 2025. The Federal grant will cover 95%, the State grant will cover 2% and the remaining 3% is our local share, estimated to be \$82,554.86. The project is forecasted to begin in Summer 2025.*

**Funding:** Grant/Airport    **Est. Cost:** \$3,310,000    **Amt Spent as of 2/28/25:** \$157,087    **Est. Completion:** Fall 2025

### HANNIBAL PARK IMPROVEMENTS – 2025:

*Field #5 Improvements; Bathroom and Concession Stand; Drainage and sidewalks for Fields #1 and #3.*

**Funding:** Lodging    **Est. Cost:** \$300,000    **Amt Spent as of 2/28/25:** \$3,600    **Est. Completion:** Fall 2025

### WATER PARK DESIGN STUDY:

Water Park Committee met February 3, 2025. RFQ for proposals are due back March 17, 2025.

**Funding:** Lodging    **Est. Cost:** \$250,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

**FOREST MANAGEMENT PLAN:**

*IRA Community Forestry Grant for Forest Mgt Plan and tree planting/removal. Four (4) quotes were received on January 16<sup>th</sup> for Phase II of the removal of eighteen (18) dead trees. Minge Tree Service was the low bidder at \$8,200. The City retained JEO to develop the City's tree inventory and Forest Management Plan.*

**Funding:** Grant    **Est. Cost:** \$140,000    **Amt Spent as of 2/28/25:** \$12,999    **Est. Completion:** Summer 2025

**SERTOMA ASTRO PARK ADA PLAYGROUND:**

*Install ADA compliant playground. Sertoma has raised their share. The playground has been ordered and will arrive in about two (2) weeks. The old playground will be removed in the next week so the area can be graded and ready for installation of new structures.*

**Funding:** Grant    **Est. Cost:** \$160,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2025

**RCRP GRANT:**

The City received \$955,000 in grant funding for various park improvements:

**Pickleball:** *Bids received exceeded the budget. Working with grant administration to rebid.*

**Froberry Park:** *Bids are due back on April 17, 2025 for a new playground.*

**Chatouqua Park:** *New Playground. No action.*

**Heritage Heights:** *New Playground. No action.*

**Stoddard:** *New Playground. No action.*

**PRAIRIE PLAYGROUND:**

*Replace rubber matting. Delayed to FY25.*

**Funding:** Grant    **Est. Cost:** \$75,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2025

**HOMESTEAD TRAIL:**

*Grant 80/20 split with State + \$550,000 for National Park Service. Preliminary design is underway. Bid is anticipated in August 2026 with construction in 2027. Approved Plan-In-Hand on October 7, 2024.*

**Funding:** Lodging    **Est. Cost:** \$2.5m    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2027

**EMS AMBULANCE:**

*Replace EMS Ambulance. Ambulance is on order and in line to be built. No update on the timeline.*

**Funding:** General/Grants    **Est. Cost:** \$450,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

**FIRE HOSE REPLACEMENT:**

*Ongoing replacement of fire hose. Working on the bid process since this will be through the Assistance to Firefighters Grant.*

**Funding:** Grants    **Est. Cost:** \$14,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

**LINCOLN STREET, 25<sup>th</sup> to 27<sup>th</sup>:**

*Contract for design services was awarded to JEO on August 5, 2024. Ten (10) bids were received on February 20, 2025. Project was awarded to M.E. Collins Contracting Co., Inc., in the amount of \$554,222.30. Pre-construction meeting is scheduled for May 13, 2025.*

**Funding:** Street    **Est. Cost:** \$107,000    **Amt Spent as of 2/28/25:** \$91,546    **Est. Completion:** Summer 2025

**ELLA STREET, 2<sup>nd</sup> to 3<sup>rd</sup>:**

*The Engineering Department has performed the topographical survey. Terracon has been contacted to perform the geotechnical evaluation to determine the proper pavement thickness and sub-base modifications to provide a long-lasting surface. The water main replacement has been completed. Olsson has been contacted to provide*

Landscape Design services to ensure the project meets future downtown aesthetics requirements. Design and plan creation efforts are underway. An onsite meeting was conducted with Olsson on August 27, 2024 to discuss the key elements and reason for the proposed layout. Sixty percent (60%) drawings were presented to the Downtown Committee. Based on their approval, the plans have been provided to Olsson to begin their portion of the work. Storm Sewer elevation data has been provided to Olsson as requested. Review of the storm sewer analysis was conducted on December 23, 2024. Olsson finalized and provided the final storm sewer study which shows detention is required. A landscape review meeting was held on January 30, 2025. Mark Pethoud, Public Properties Director, reviewed the plant selections from Olsson and suggested some changes. Final plans and specifications are being created this month and are expected to go out for bids in April 2025.

**Funding:** Street    **Est. Cost:** \$486,667    **Amt Spent as of 2/28/25:** \$11,218    **Est. Completion:** Fall 2025

#### **4<sup>TH</sup> and 5<sup>TH</sup> STREET, MARKET TO ELLA**

*Beautification of 4<sup>th</sup> and 5<sup>th</sup> Street, from Market to Ella.* Topographical surveys of the areas have been conducted by the Engineering Department. A meeting was conducted with the Downtown Committee and City staff. It was decided to concentrate our efforts on the alley approaches along 4th Street. A second idea was presented to see if parking depth improvements could be investigated along 5th Street, from Court to Ella.

**Funding:** Grants    **Est. Cost:** \$550,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

#### **ARMOR COATING**

Two (2) bids were received on January 9, 2025. City Council awarded the project to Sta-bilt Construction in the amount of \$64,040.24 on January 20, 2025.

**Funding:** Street    **Est. Cost:** \$70,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2025

#### **ASPHALT SEALING**

One (1) bid was received on January 9, 2025. City Council awarded the project to Hall Brothers in the amount of \$ 86,370.40 on January 20, 2025.

**Funding:** Street    **Est. Cost:** \$75,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2025

#### **MILL & OVERLAY**

*Grant Street, 14<sup>th</sup> to 16<sup>th</sup> Street; Paddock Street, Sumner to Wiebe Street; Scott Street, 5<sup>th</sup> to 6<sup>th</sup> Street*  
Plans and specifications are approximately eighty percent (80%) complete. CBDG funds have been awarded to the City of Beatrice which has allowed the inclusion of the 2026 M&O project to be constructed this coming year. Five (5) bids were received on February 20, 2025. Project was awarded to Cather and Sons Construction, Inc., in the amount of \$642,223.39.

**Funding:** Street    **Est. Cost:** \$300,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Summer 2025

#### **20 YARD REAR LOAD GARBAGE TRUCK:**

*Replace 20 yard rear load garbage truck.*

**Funding:** Utility    **Est. Cost:** \$275,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

#### **DESIGN and CONSTRUCTION OF NEW LANDFILL:**

##### Cell Construction:

Awarded bid for the cell construction to Pruss Excavation Co., in the amount of \$6.2 million. Completion is anticipated in October 2025. Construction has started.

##### South MSW Landfill Site Entrance Facility:

Bid was awarded to Genesis Contracting Group on January 6, 2025 in the amount of \$4,052,00. Completion is anticipated in October 2025. *The building pad site is nearly complete.*

**Funding:** BASWA    **Est. Cost:** \$10.3 mill    **Amt Spent as of 2/28/25:** \$1,598,826    **Est. Completion:** Fall 2025

**SUBSTATION #2 IMPROVEMENTS:**

*Substation #2 improvements. Bond funding is being secured. A project was started to rebuild Substation #2 in the Industrial Park. This work is being done to allow a larger substation transformer to be installed along with a switchgear lineup that will be able to support the larger loads we are forecasting due to additions to existing companies and new customers. The initial layout and groundwork is being done to allow for drainage improvements and also the new equipment.*

**Funding:** Bonds    **Est. Cost:** \$1.8m    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** Fall 2025

**WATER MAIN PROJECTS:**

*3<sup>rd</sup> Street, Scott to Perkins; 4<sup>th</sup> Street, Scott to Perkins; Ames Street, 3<sup>rd</sup> to 5<sup>th</sup>, Perkins, 3<sup>rd</sup> to 4<sup>th</sup>.*

Engineering will finish designing the original projects this year and provide to JEO for inclusion with the Highway 136 relocation project.

**Funding:** Utility    **Est. Cost:** \$350,000    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:**

**WATERMAIN – OVERHEAD CROSSING – COURT STREET BRIDGE:**

*Replace overhead crossing on Court Street bridge and bore under the river. Design proposal has been received from Olsson. Entered into a Master Agreement Work Order #2 with Olsson on October 21, 2024. James and Rob have met with Olsson to discuss their plan review and we are awaiting the 90% plans.*

**Funding:** Bonds    **Est. Cost:** \$500,000    **Amt Spent as of 2/28/25:** \$37,036    **Est. Completion:** Fall 2025

**GRIT CONSTRUCTION:**

*Design and Installation of the new Grit process equipment and building. Received grant with help of Congressman Smith in the amount of \$2 million. Installation of the new Grit process equipment and building. Letter Agreement with Olsson, Inc., entered into on November 21, 2022 for the design process. Final drawings and specifications are completed. Drawings and specifications have been sent to NDEE for their review and approval. EPA has reviewed and approved the final plans and specifications. The project is currently out for bids with a bid opening date of March 27, 2025, however, the City is still waiting for EPA Community Grant Funds to be released before any construction can begin. Bids were received on April 10, 2025 for the construction of the project. Olsson is currently reviewing the bids.*

**Funding:** Grant/Util    **Est. Cost:** \$3.65m    **Amt Spent as of 2/28/25:** \$0    **Est. Completion:** 2026

**INDUSTRIAL PARK BYPASS:**

Phase II: Re-route sanitary sewer flow from the Industrial Park area around the residential area. Project documents for Phase II (Pipe Bursting Section) have been reviewed and updated. The plans will be updated based on this new design information. The project will be then rebid due to the long duration from the last time the project was bid, significant cost increases are expected. This section of the by-pass sewer is along the railroad corridor. Permission must be granted by the Railroad before we can proceed. The local Railroad contact has been contacted and permission has been granted to proceed with the project. Updated costs were presented by the original contractor so that an updated cost estimate could be generated. New updated cost for construction is \$475,000. This project is currently on hold and will be constructed at a later date. Currently listed to be constructed in FY27.

**LIFT STATION #6 + BACKUP GENERATOR:**

Back-up generator will be installed. Design will be completed in FY24, with construction following shortly thereafter. A project kickoff meeting was conducted October 25, 2023. The Engineering Department has completed the topographical survey and submitted the information to the design engineer. Olsson, Inc., designer engineer, has submitted 90% drawings and specifications for review. Project drawings and specifications were approved by the City and NDEE. Project was sent out for bids and a bid opening was

conducted on May 15, 2024. The apparent low bidder was Philip Carkoski Construction of Loup City, Nebraska with a bid of \$547,785.00. Shop drawing submission process has begun and is nearly complete. A pre-construction meeting was held on March 6<sup>th</sup>. *The project has been rescheduled to begin on April 24<sup>th</sup> and is anticipated to be completed by mid-May 2025.*

**Funding:** Utility      **Est. Cost:** \$700,000      **Amt Spent as of 2/28/25:** \$94,807      **Est. Completion:**

**SCADA DESIGN:** Contract for engineering services is being created and approved by the City Council. A letter Agreement with Olsson, Inc., was entered into on November 21, 2022. A project kickoff meeting was conducted on January 23, 2023. Final Specifications and drawings have been submitted and approved by the City of Beatrice. Drawings and specifications will be sent to NDEE for review and approval. The project will coincide with the Grit Improvement project.

**Funding:** Utility      **Est. Cost:** \$35,000      **Amt Spent as of 2/28/25:** \$0      **Est. Completion:** Fall 2025

## PLANNING & ZONING

The Planning and Zoning Commission (P&Z) reviewed and recommended to the Council to approve the replat of the Lincoln Elementary School and Paddock Lane Elementary School sites.

## ECONOMIC DEVELOPMENT

### Recent TIF Activity:

Currently there are no pending TIF applications.

### LB840 Loans:

All existing LB840 loans are current. The program income for FY25 as of February 28, 2025 is \$115,804.00. The current unexpended funds as of February 28, 2025 total \$418,265.00 and those funds are deposited in Pinnacle Bank.

## EMPLOYEE

### Safety:

During the month of March, there was one (1) workers comp claim filed. We currently have one (1) employee on modified duty.

## FINANCIALS

Financial statements for the General and Street Fund for the month ending February 28, 2025 are attached, marked as **Exhibit "A"**. Financial statements for the Electric, Water, and WPC Departments for the month ending February 28, 2025, are attached, marked as **Exhibit "B"**.

## CODE VIOLATIONS / BUILDING PERMITS / DEMOLITIONS

### Code Violations:

Code Compliance Officer responded to and worked sixty-five (65) various code violations in February, bringing the year-to-date total to one hundred fifty-one (151). See attached list, marked as **"Exhibit C"**.

**Building Permits:**

Processed seventy-one (71) permits/applications/inquiries, bringing the year-to-date total to one hundred thirty (130). See attached list, marked as “*Exhibit D*”.

**Demolitions:**

A list of 2025 demolition projects is attached, marked as “*Exhibit E*”.

## PUBLIC PROPERTIES

- The LED lighting upgrades in public buildings are in progress. The contractor has mainly been working at the City Auditorium in the Main Street office and basement offices.

## STORM SEWER/DRAINAGE

1. MS4: *The final report was submitted to the NDEE by the April 1, 2025 deadline. The Stormwater Management Plan has been updated and has also been submitted to NDEE for their review.*
2. Zoellner Ford (Hwy 77 Drainage Ditch): Performed a topographical survey of the area. Contacted the NDOT District Engineer to get their recommendation on a fix for the problem. Gathered cost data on the erosion control measures suggested by NDOT. A list of recommended improvements with a total construction cost was created and presented to Mr. Zoellner. All parties agreed to share in the cost of the project. The project was also submitted to the local NRD for possible grant funds that would lessen the burden on both parties. The NRD has agreed to provide a grant totaling \$20,000 for the recommended improvements. NDOT has reviewed and approved the plans for the improvements as well and has agreed to be a part of the cost sharing. Plans have been provided by Zoellner to contactors in order to obtain quotes for the work. Two (2) quotes were received and will be reviewed by all parties to determine an award. Lottman Excavating was awarded the project. Utilities in the area have been notified of the project and plans sent for them to review. Unite Private Network has relocated their fiber during the month of October. Tim Lottman has been made aware that the site is ready for construction to begin. Weather conditions have put the project on hold.

## STREETS

**Blading Gravel Streets/Alleys:**

Every March we work all of the alleys in town with our box blade and teeth. This works up the existing rock and fills in any holes or ruts. This last month we worked a total of ten (10) days on alleys.

**Winter Precipitation:**

We had three (3) days where we applied salt for a snow event. We applied a total of 277 tons of salt.

**Sweeping:**

We swept a total of five (5) days this month.

**Tree Trimming:**

We continued trimming low hanging branches and those affecting sign visibility around town. We also removed two (2) dead trees from the ROW, one (1) oak tree was on North 13<sup>th</sup> Street and one (1) was on East Court.

**Sign Work:**

We worked four (4) days on replacing faded or damaged signs.

**Patching:**

We patched potholes for a total of seven (7) days using a total of 10,300 pounds of patching material.

**Dempsters:**

We worked the night of the fire to close off alleys and streets. Street and Mars employees also helped remove the red iron from the front of the building the day after the fire. Court Street was cleaned and streets opened.

**Crack sealing:**

We worked a total of nine (9) days sealing streets to be armor coated this summer.

## UTILITIES

**UTILITY DELINQUENT NOTICES and DISCONNECTIONS:**

There were 1,014 disconnect notices mailed out in February. There was a total of ninety-three (93) disconnections for non-payment on April 3<sup>rd</sup>.

**Overhead Distribution:**

A project on Center Street, from West Court to Belvedere Street, to rebuild a tie line between two (2) substations has begun. The last section of poles and conductors have been set and energized. *We are currently working on removing the remaining old poles and equipment.*

A project was started to extend primary services to a new housing development at 26<sup>th</sup> and Scott Streets. The overhead portion of this project was built out on the west side of the development. We extended the primary line and installed equipment to transfer to an underground extension. Temporary services were hooked up for the contractors to use while construction is going on. We will continue with this project as construction dictates.

**Storms:**

*There were several storms with high winds in March that caused outages in our service area. All of our outages were short time duration outages, however, there was a lot of line and pole damage to deal with. We replaced nineteen (19) distribution poles and four (4) streetlight and security light poles. There are also five (5) transmission poles that were damaged and will need to be replaced. A total of 768 customers lost power from the windstorms, power was restored to all customers on the same day as the storms occurred. After both storms, the Department sent crews to assist other communities with restoration efforts. The first storm we assisted OPPD in their rural areas of SE Nebraska. The second storm we assisted the City of Seward in repairing their systems.*

**Underground Distribution:**

A new primary extension has been started to serve an addition in the Industrial Park for Kinney Manufacturing. It will be a three-phase underground extension that will allow for the expected load from the addition and any future additions they might need. The conduit has been installed, the transformer pad was poured and the dirt work finished. Once they finish their concrete work, we will set the transformer and pull in the new lines. *The transformer has been set, the primary lines installed, all the connections have been made and the transformer has been energized. This project is complete.*

*A new single phase primary extension has been installed for new housing on at 28510 SW 32<sup>nd</sup> Road. This is a 480 ft underground extension that will serve at least three (3) residential lots. The line was trenched in, transformers and junction boxes set, and all the connections were made.*

**Services:**

*Two (2) underground services were installed. One (1) was to a new home at West Court Street and Miller Avenue, and the second service was for upgrades to an existing home.*

**Substation Control And Data Acquisition Projects:**

There were two (2) projects started under our SCADA system. The first one (1) was to upgrade our main data collection equipment at the Service Center that communicates with all the substations and collects our load data and alarms. The installation of this equipment is complete and now we are looking at converting the communications over to the fiber lines installed by Pinpoint. *We are currently working on extending pinpoint fiber into our substations for secure communications and future upgrades.*

The second project is a distribution automation project that combines functions of our AMI system and the SCADA system. Utilizing the AMI communication network, we are able to install remotely operated controls on our capacitor banks to allow our SCADA system to turn them on and off when needed according to the substation loads. This is an expandable project where we will be able to install and monitor controls and equipment on the distribution lines utilizing our existing systems. Work continues on installing the remote equipment at the capacitor bank sights and rewiring the controls for remote operation.

**Water Service Leaks and Service Calls:**

- 415 Court Street- Service leak
- 916 Herbert Street - Service leak

**Water Main Breaks:**

- 300 block South 21<sup>st</sup> Street

**Water Main Replacement:**

The crew prepared for installing the water main extension in Crest 1st Addition, but due to contractor and weather delays, this has been postponed until the spring of 2025.

*We installed the water main extension running south along Element Avenue. We were able to install all the pipe and fittings, conduct pressure tests, and take water samples within a two-week window, to place the main into service.*

**Maintenance and Miscellaneous Work:**

*Replaced a fire hydrant at 15<sup>th</sup> and Summit. This hydrant was replaced for various reasons. One (1) of the reasons being it was a one-of-a-kind hydrant and was the only hydrant that took a special wrench to operate.*

*Replaced a fire hydrant in the 2000 block of South 6<sup>th</sup> Street. This hydrant was replaced due to being the victim of a vehicle crash. The base of the hydrant sustained damage as well, so this project was more involved than a normal vehicle crash.*

*Our chlorine generator (MIOX) has experienced several malfunctions over the last several months. We finally received solenoid and valve replacements to make necessary repairs. The MIOX was repaired and is back to work for now.*

*Installed a new service tap at 909 North 26<sup>th</sup> Street.*

The crew exercised various valves and fire hydrants throughout the city over the last few weeks. This work will continue regularly, as we are a little behind on this. We have flushed one hundred percent (100%) of the hydrants.

*We are exercising valves as often as possible and would estimate this to be approximately fifty percent (50%) complete. During valve exercising we discovered two (2) broken valves that are now on a list to replace with new.*

We are in the midst of testing backflows as well. The city has approximately 450 backflow devices, which the Department tests and repairs annually. We are currently on schedule with our backflow tests.

During routine checks and maintenance, the pump on Well F-5 was determined to be experiencing issues. Upon shutting it down and having it evaluated; it was determined to have some mechanical failures. The well and pump was within a couple years of rehab, so we elected to do the rehab and repairs at this time. These rehabs are completed every twenty (20) to thirty (30) years, and this well and pump were approximately twenty-three (23) years. In February, we received the information back on the pump and well, and it was as expected; basically the pump needing to be overhauled and the well needing to be cleaned. *In late March we were notified that Layne would be on site in mid-April to complete the repairs on this project.*

**Sewer Line Maintenance/Blockages:**

We had four (4) sewer calls this month.

- 1104 Market Street - not on the City
- 121 Logan Street - not on the City
- 1115 West Scott Street – not on the City
- 321 North 19<sup>th</sup> Street – not on the City

**Jet Truck Footage:**

Daily maintenance for the entire month was 15,444 ft. Monthly maintenance for the month was 4,582 ft.

**Plant Maintenance:**

- Plant maintenance is up to date at the WPC Plant.
- Two (2) employees, John Barta and Bob Kobes, attended a wastewater training conducted by Midwest Assistance Program (MAPS).
- Jerry Dishman attended a 3-day electrical fundamentals training conducted by SCC – Lincoln.

**SPECIAL DESIGNATED LICENCES (SDL)**

A list of special designated licenses (SDL) requested for 2025 is attached, marked as “**Exhibit F**”.

## COMPLETED CAPITAL PROJECTS

### CITY HALL GENERATOR - COMPLETED

We are exploring the possibility of moving the generator that served the Fire Station at the City Auditorium to City Hall. The Electric Department has been working with a private contractor to move the generator from the City Auditorium to the main office at 400 Ella Street. The Electric Department performed the concrete demolition and poured the new concrete pad for the generator. We moved the generator from the City Auditorium and set it on the new concrete pad. The contractor has installed the transfer switch and reworked the conduits as necessary. The final connections were completed on October 18<sup>th</sup>.

**Funding:** Utility      **Est. Cost:** \$55,000      **Amt Spent as of 10/31/24:** \$0      **Est. Completion:** Fall 2024

### HANNIBAL PARK IMPROVEMENTS – PARKING LOT - COMPLETED

Lottman Carpenter Construction was awarded the bid for the construction of a new parking lot. Met with BGSA Board to discuss the next round of improvements. The parking lot at Hannibal Park has been seeded and landscaped.

**Funding:** Lodging      **Est. Cost:** \$160,000      **Amt Spent as of 1/31/25:** \$161,193      **Est. Completion:** Fall 2024

### FIRE STATION - COMPLETED

*There were no roof leaks following the recent rains.*

**Funding:** Bnds/Sls Tx      **Est. Cost:** \$10,000,000      **Amt Spent as of 8/31/24:** \$10,421,727      **Est. Compl:**

### BACKUP DISPATCH CENTER - COMPLETED

The back-up dispatch center located in the new fire station will initially house one (1) dispatch console, with the ability to expand to two (2) consoles at a later date. Phone lines have been added and the center is up and running when needed.

**Funding:** CARES/Fire Bnd      **Est. Cost:** \$283,000      **Amt Spent as of 8/31/24:** \$275,251      **Est. Compl:** Fall 2024

### Tributary 44 Drainage Basin / Trout Pond Detention Basin Study - COMPLETED

FHU Engineering has provided a scope of services for the evaluation of the Tributary 44 Drainage Basin. The evaluation will determine the required size of a detention basin required to help eliminate some of the downstream storm water system inadequacies. At the same time the detention cell will be designed to be a park amenity such as a trout pond. Landscape drawings will be included as well as a cost estimate. The Final report was created and provided to the City of Beatrice on February 22, 2021. Engineering has reviewed the report and it was presented to the City Council on April 5, 2021. At the request of a Councilmember, Tobias J. Tempelmeyer, City Administrator/General Manager, and James Burroughs, City Engineer, met with the neighborhood to discuss the report further on May 6, 2021. It was decided that a more detailed study needed to be done to determine necessary measures that need to be done to rectify their flooding issues. The City was awarded grant funding for this study. A Request for Qualifications (RFQ) was sent to Engineering firms that may be interested in completing the study. JEO has been selected to perform the study. A project kick-off meeting was held during the month of February. The Engineering Department has completed gathering elevation and material data as requested by JEO. The existing system has been modeled by JEO and the findings were presented to the City. Areas of focus to determine necessary improvements have been identified and presented. An open house was held on August 6, 2024, from 4:00 to 6:00 p.m.

### Belvedere Drainage Study – COMPLETED

At the request of a Councilmember, it was decided that a detailed study needed to be done to determine necessary measures that may be utilized to rectify the neighborhood's concerns. The City was awarded grant funding for this study. A Request for Qualifications (RFQ) was sent to Engineering firms that may be interested

in completing the study. JEO has been selected to perform the study. A project kick-off meeting was held during the month of February. The Engineering Department has completed gathering elevation and material data as requested by JEO. The existing system has been modeled by JEO and the findings were presented to the City. Areas of focus to determine necessary improvements have been identified and presented. An open house was held on August 6, 2024, from 4:00 to 6:00 p.m.

### **33<sup>RD</sup> AND LINCOLN STREET - COMPLETED**

*FY24: \$3m ; FY25: \$1m*

Contract for design services was awarded to JEO on May 15, 2023. Seven (7) bids were received on April 23, 2024. The apparent low bidder was Constructors of Lincoln, NE with an estimated bid of \$2.3 million. Contract was awarded May 6, 2024. 33<sup>rd</sup> Street is open to traffic. The project was extended west approximately fifty feet (50'). A final walk thru of the project was conducted on November 12, 2024. Final payment scheduled for January 20, 2025.

**Funding:** Street    **Est. Cost:** \$4.3m    **Amt Spent as of 1/31/25:** \$2,837,851    **Est. Completion:** Fall 2024

### **VAC TRUCK – WPC & WATER - COMPLETED**

*Purchase a new vac truck for each department. MacQueen delivered the new truck to Water Department in mid-November. MacQueen delivered the WPC truck February 28<sup>th</sup>.*

**Funding:** Bonds    **Est. Cost:** \$1,000,000    **Amt Spent as of 2/28/25:** \$1,094,693    **Est. Completion:** Spring 2025

FUND	FUND BALANCE 10/1/2024	REVENUE	TRNSFR IN	TOTAL AVAILABLE	EXPEND.	TRNSFR OUT	FUND BALANCE 2/28/2025
<b>GENERAL ALL-PURPOSE FUNDS</b>							
GENERAL	\$ 6,273,340	\$ 4,448,575	\$ -	\$ (5) 10,721,916	\$ 5,661,732	\$ -	\$ (3) 5,014,576
<i>moves to (from)restricted</i>	\$ -		\$ -	\$ (2)		\$ 45,608	\$ (1)
<i>Restricted Gas Plant</i>	\$ 700,000		\$ -	\$ (1) 700,000			XX \$ 700,000
<i>Designated CARES ffuture eq</i>	\$ 290,300		\$ -	\$ (1) 290,300		\$ -	\$ (2) 290,300
<i>Designated EMS Equip</i>	\$ 269,640		\$ -	\$ (1) 269,640		\$ -	\$ (2) 269,640
<i>Designated Lodging Tax Proj</i>	\$ 330,777		\$ 45,608	\$ (1) 376,385		\$ -	\$ (2) 376,385
<b>SPECIAL REVENUE:</b>							
Street	\$ 3,411,789	\$ 1,451,149		\$ 4,862,938	\$ 1,407,261		\$ 3,455,676
Keno	\$ 419,621	\$ 50,641		\$ 470,262	\$ 5,826	\$ -	\$ (4) 464,436
<b>DEBT SERVICE</b>							
GO Debt	\$ 2,696,151	\$ 627,579		\$ 3,323,731	\$ 1,051,268		\$ 2,272,463
Special Assess.-Unbonded	\$ 19,626	\$ 985		\$ 20,611	\$ -		\$ 20,611
<b>CAPITAL PROJECTS</b>							
Capital Improvement	\$ 153,755	\$ 198,250	\$ -	\$ (3) 352,005	\$ 265,325		\$ 86,680
Capital Imp.-Keno	\$ (2,381)	\$ 883	\$ -	\$ (4) (1,498)	\$ -		\$ (1,498)
Capital Imp.-Public Safety	\$ 264,844	\$ 331,393	\$ -	\$ (3) 596,237	\$ 329,021		\$ 267,216
<b>General All-Purpose Fund</b>	<u>\$ 14,827,463</u>	<u>\$ 7,109,455</u>	<u>\$ 45,608</u>	<u>\$ 21,982,527</u>	<u>\$ 8,720,433</u>	<u>\$ 45,608</u>	<u>\$ 13,216,486</u>
<b>RESTRICTED FUNDS</b>							
<b>SPECIAL REVENUE:</b>							
Airport*	\$ 621,989	\$ 294,209		\$ 916,198	\$ 392,758		\$ 523,440
CDBG*	\$ -	\$ 195,808		\$ 195,808	\$ 195,808		\$ -
Economic Development*	\$ 431,443	\$ 205,680	\$ -	\$ 637,123	\$ 115,804	\$ 103,054	\$ 418,265
<i>Restricted Debt Serv</i>	\$ 144,276		\$ 103,054	\$ 247,331			\$ 247,331
911 Service Surcharge	\$ 114,821	\$ 38,050		\$ 152,871	\$ -	\$ -	\$ (5) 152,871
CRA	\$ -	\$ 146,910		\$ 146,910	\$ 82,279		\$ 64,632
Sanitation*	\$ 65,288	\$ 1,436,488		\$ 1,501,776	\$ 1,156,617	\$ 121,636	\$ 223,522
<i>Restricted Debt Serv</i>	\$ 145,965		\$ 121,636	\$ 267,601			\$ 267,601
<b>INTERNAL SERVICE</b>							
Employee Benefit Acct	\$ 569,778	\$ 2,188,087		\$ 2,757,865	\$ 2,395,605		\$ 362,260
<b>ENTERPRISE</b>							
Board of Public Works*	\$ 15,740,633	\$ 10,043,570		\$ 25,784,203	\$ 10,760,938		\$ 15,023,265
Norcross/Horner	\$ 6,871	\$ -		\$ 6,871	\$ -		\$ 6,871
<b>TOTAL RESTRICTED</b>	<u>\$ 17,841,064</u>	<u>\$ 14,548,802</u>	<u>\$ 224,691</u>	<u>\$ 32,614,557</u>	<u>\$ 15,099,808</u>	<u>\$ 224,691</u>	<u>\$ 17,290,058</u>
<b>TOTAL</b>	<u>\$ 32,668,527</u>	<u>\$ 21,658,257</u>	<u>\$ 270,299</u>	<u>\$ 54,597,083</u>	<u>\$ 23,820,241</u>	<u>\$ 270,299</u>	<u>\$ 30,506,543</u>

\*cash basis

Exhibit "A"  
CITY OF BEATRICE, NEBRASKA  
GENERAL FUND BUDGETARY STATEMENTS  
FOR THE CURRENT YEAR TO DATE  
AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2 ACTUAL FY2023	PRIOR YEAR 1 ACTUAL FY2024	Current as of 2/28/2025	CURRENT YEAR BUDGET FY2025	% YTD
<b>GENERAL REVENUES</b>					
TAXES	7,180,548.11	7,200,663.51	2,188,969.58	<b>7,161,500.00</b>	30.57%
LICENSES & PERMITS	325,030.43	156,065.63	54,948.82	<b>201,100.00</b>	27.32%
INTERGOVERNMENTAL REVENUE	2,338,904.01	2,422,881.54	838,000.23	<b>2,294,604.00</b>	36.52%
CHARGES FOR SERVICES	2,452,073.05	2,782,998.98	1,103,325.17	<b>2,562,573.00</b>	43.06%
MISCELLANEOUS REVENUES	609,473.18	1,062,907.38	263,331.48	<b>454,070.00</b>	57.99%
OTHER FINANCING SOURCES	84,408.03	63,100.44	0.00	<b>65,801.00</b>	0.00%
<b>TOTAL REVENUES</b>	<b>12,990,436.81</b>	<b>13,688,617.48</b>	<b>4,448,575.28</b>	<b>12,739,648.00</b>	34.92%
<b>GENERAL EXPENDITURES BY TYPE</b>					
PERSONAL SERVICES	8,885,047.76	9,285,811.04	4,192,732.14	<b>9,882,250.00</b>	42.43%
OTHER SERVICES & CHARGES	1,056,872.33	1,419,868.56	936,487.85	<b>1,369,359.00</b>	68.39%
SUPPLIES	426,351.56	456,530.46	178,118.48	<b>511,200.00</b>	34.84%
CAPITAL OUTLAYS	559,701.87	687,521.74	123,476.47	<b>251,075.00</b>	49.18%
CONTINGENCY	85,267.43	7,334.50	43,344.34	<b>122,000.00</b>	35.53%
CONTRACTUAL SERVICES	254,635.04	463,255.03	187,572.53	<b>488,566.00</b>	38.39%
INTERFUND TRANSFERS	2,126,710.94	933,600.98	0.00	<b>2,184,600.00</b>	0.00%
<b>TOTAL EXPENDITURES</b>	<b>13,394,586.93</b>	<b>13,253,922.31</b>	<b>5,661,731.81</b>	<b>14,809,050.00</b>	38.23%
<b>OVERALL NET CHANGE</b>	<b>(404,150.12)</b>	<b>434,695.17</b>	<b>(1,213,156.53)</b>	<b>(2,069,402.00)</b>	58.62%
PERSONAL SERVICES	1,069,526.89	1,141,786.73	498,904.98	<b>1,160,093.00</b>	43.01%
OTHER SERVICES & CHARGES	148,542.68	331,027.63	206,362.94	<b>273,347.00</b>	75.49%
SUPPLIES	10,392.98	15,530.51	6,360.03	<b>13,000.00</b>	48.92%
CAPITAL OUTLAYS	24,903.96	443,913.29	23,862.23	<b>25,000.00</b>	95.45%
CONTINGENCY	85,267.43	7,334.50	43,344.34	<b>122,000.00</b>	35.53%
CONTRACTUAL SERVICES	118,477.79	333,540.28	127,914.98	<b>358,566.00</b>	35.67%
INTERFUND TRANSFER	2,126,710.94	933,600.98	0.00	<b>2,184,600.00</b>	0.00%
<b>GENERAL ADMINISTRATION</b>	<b>3,583,822.67</b>	<b>3,206,733.92</b>	<b>906,749.50</b>	<b>4,136,606.00</b>	21.92%
PERSONAL SERVICES	235,631.07	225,433.82	104,876.78	<b>244,003.00</b>	42.98%
OTHER SERVICES & CHARGES	73,658.91	94,167.87	33,619.29	<b>98,330.00</b>	34.19%
SUPPLIES	2,192.65	2,533.78	1,983.46	<b>5,500.00</b>	36.06%
CAPITAL OUTLAYS	0.00	0.00	0.00	<b>0.00</b>	
<b>COMMUNITY DEVELOPMENT</b>	<b>311,482.63</b>	<b>322,135.47</b>	<b>140,479.53</b>	<b>347,833.00</b>	40.39%
PERSONAL SERVICES	3,989,212.50	4,269,331.20	1,931,872.25	<b>4,633,991.00</b>	41.69%
OTHER SERVICES & CHARGES	351,457.41	369,478.24	278,536.54	<b>401,706.00</b>	69.34%
SUPPLIES	90,122.80	87,895.61	53,420.77	<b>134,450.00</b>	39.73%
CAPITAL OUTLAYS	114,067.28	40,975.52	23,756.90	<b>42,000.00</b>	56.56%
CONTRACTUAL SERVICES	60,000.00	60,000.00	25,000.00	<b>60,000.00</b>	41.67%

Exhibit "A"  
 CITY OF BEATRICE, NEBRASKA  
 GENERAL FUND BUDGETARY STATEMENTS  
 FOR THE CURRENT YEAR TO DATE

AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2	PRIOR YEAR 1	Current as of	CURRENT YEAR	%
	ACTUAL FY2023	ACTUAL FY2024	2/28/2025	BUDGET FY2025	YTD
<b>POLICE</b>	4,604,859.99	4,827,680.57	2,312,586.46	<b>5,272,147.00</b>	43.86%
PERSONAL SERVICES	2,784,811.98	2,797,074.28	1,354,906.54	<b>2,920,576.00</b>	46.39%
OTHER SERVICES & CHARGES	275,458.97	376,880.97	212,340.40	<b>341,686.00</b>	62.14%
SUPPLIES	133,668.24	161,729.02	64,280.77	<b>177,500.00</b>	36.21%
CAPITAL OUTLAYS	184,976.72	717.99	1,517.72	<b>7,000.00</b>	21.68%
<b>FIRE</b>	3,378,915.91	3,336,402.26	1,633,045.43	<b>3,446,762.00</b>	47.38%
PERSONAL SERVICES	481,296.74	515,567.01	164,520.68	<b>547,113.00</b>	30.07%
OTHER SERVICES & CHARGES	156,074.74	192,935.42	151,383.67	<b>190,065.00</b>	79.65%
SUPPLIES	180,745.48	174,442.40	49,180.89	<b>163,550.00</b>	30.07%
CAPITAL OUTLAYS	114,140.11	83,011.55	3,919.38	<b>62,500.00</b>	6.27%
CONTRACTUAL SERVICES	76,157.25	69,714.75	34,657.55	<b>70,000.00</b>	49.51%
<b>PUBLIC PROPERTIES</b>	1,008,414.32	1,035,671.13	403,662.17	<b>1,033,228.00</b>	39.07%
PERSONAL SERVICES	324,568.58	336,618.00	137,650.91	<b>376,474.00</b>	36.56%
OTHER SERVICES & CHARGES	51,679.62	55,378.43	54,245.01	<b>64,225.00</b>	84.46%
SUPPLIES	9,229.41	14,399.14	2,892.56	<b>17,200.00</b>	16.82%
CAPITAL OUTLAYS	121,613.80	118,903.39	70,420.24	<b>114,575.00</b>	61.46%
<b>LIBRARY</b>	507,091.41	525,298.96	265,208.72	<b>572,474.00</b>	46.33%
<b>GENERAL FUND EXPENDITURES</b>	13,394,586.93	13,253,922.31	5,661,731.81	<b>14,809,050.00</b>	38.23%

## Exhibit "B"

Budgetary comments at 2/28/2025 (41%):

### Electric Fund

- 1) Operating revenues increased 10.7% as compared to February 2024, operating expenses are 14.7% higher than the prior year, therefore the net operating income as of 02/28/2025 is a loss of \$383,464, as compared to a loss of \$106,586 in 2024. The margin over purchased power for February 2025 is 47%, for February 2024 the margin was 56%. Purchased power costs are 18.8% higher than 2024, while revenue on those costs increased 12%.
- 2) Cottonwood Wind sales less power costs have resulted in a loss in revenue of \$337,403 fiscal year to date. February 2024, Cottonwood wind sale power cost exceeded revenue by \$296,540.
- 3) The fund recognized an overall net loss of \$519,804 at 02/28/2025 with revenues at 43% of budget and expenses at 47.5% of budget; as compared to the prior year revenues were at 39% and expenses at 41.7%.
- 4) Net change in total cash at 02/28/2025 as compared to the beginning of the year is a decrease of \$440,714, which includes capital costs to date of \$573,245.

### Water Fund

- 1) Operating revenues increased 3% as compared to February 2024, operating expenses are 8.5% higher than the prior year, therefore the net operating income as of 02/28/2025 is a loss of \$180,292 as compared to a loss of \$112,873 in 2024.
- 2) The fund recognized an overall net loss of \$70,203 at 02/28/2025, with revenues at 38.8% of budget and expenses at 47.7% of budget; as compared to the prior year revenues were at 37.7% and expenses at 42.8%.
- 3) Net change in total cash at 02/28/2025 as compared to the beginning of the year is a decrease of \$652,677 which includes capital costs to date of \$719,278.

### WPC Fund

- 1) Operating revenues are down 1.3% as compared to February 2024, operating expenses are 1.5% higher than the prior year, therefore the net operating income as of 02/28/2025 is \$160,023 as compared to \$184,941 in 2024.
- 2) The fund recognized an overall net income of \$234,285 at 02/28/2025 with revenues at 41.2% of budget and expenses at 40.6% of budget; as compared to the prior year revenues were at 41.8% and expenses at 41.1%.
- 3) Net change in total cash at 02/28/2025 as compared to the beginning of the year is an increase of \$376,023, which includes capital costs to date of \$75,392.

### Street Fund

- 1) Projected revenues, not including transfers and bond proceeds, are at 35.7% of budget and expenditures, not including capital, are at 45.6% of budget. Revenues are over expenditures by \$43,863 as of 02/28/2025.
- 2) Capital outlay costs include \$26,044 for armor coating, \$16,308 for miscellaneous concrete, \$3,573 for Ella Street, \$89 for catch basins, \$91,546 for Lincoln Street – 25<sup>th</sup> to 27<sup>th</sup>, \$487,576 for 33<sup>rd</sup> & Lincoln Street, and \$99,597 in machinery and equipment.
- 3) The Street fund total cash at 02/28/2025 is \$3,166,276.

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	41,071,837.41	39,498,921.78
ACCUMULATED DEPRECIATION	( 24,865,491.65)	( 24,189,107.42)
BOOK VALUE OF PLANT	16,206,345.76	15,309,814.36
CONSTRUCTION WORK IN PROGRESS	374,722.53	1,015,712.84
 <u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	4,650,355.08	4,597,718.80
CUSTOMER DEPOSITS MM	234,011.44	266,530.12
CUSTOMER DEPOSITS INVESTMENTS	318,903.62	311,484.90
PAYROLL ACCOUNT	500.00	500.00
PETTY CASH	1,375.00	1,375.00
RATE STABILIZATION FUND	1,047,299.57	1,017,308.32
TEMPORARY CASH INVESTMENTS	1,831,974.84	1,753,095.09
BOND DEBT & RESERVE ACCOUNT	33,736.26	31,510.80
REVOLVING LOAN FUND RESERVE	366,834.95	.00
TOTAL CASH ACCOUNTS	8,874,990.76	7,979,523.03
CUSTOMER ACCOUNTS RECEIVABLE	48,096.50	43,682.89
GARBAGE ACCOUNTS RECEIVABLE	12,516.49	11,861.45
COTTONWOOD SALES RECEIVABLE	88,578.96	28,715.77
DEVELOPER CONTRIBUTION RECEIVABLE	144,677.89	.00
ALLOWANCE FOR BAD DEBTS	( 21,162.99)	( 20,500.13)
BALANCE OF ACCOUNTS RECEIVABLE	272,706.85	63,759.98
BUILDING MAINTENANCE FUND	( 12,572.50)	( 5,695.50)
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	25,949.65	17,640.02
OPERATION AND MAINTENANCE INVENTORY	1,104,602.93	1,053,228.41
PREPAID EXPENSES	95,894.00	95,261.25
INTEREST RECEIVABLE	47,448.02	47,665.38
REDLG RLF RECEIVABLE	.00	316,939.59
ACCRUED UTILITY REVENUES	1,548,892.62	1,218,636.88
TOTAL ASSETS	28,538,980.62	27,112,486.24

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
ACCOUNTS PAYABLE	1,447,494.53	1,182,029.53
ACCOUNTS PAYABLE-GARBAGE	17,691.56	17,036.52
CUSTOMER DEPOSITS PAYABLE	898,860.00	543,792.72
SALES TAX PAYABLE-STATE	.00	589.09
SALES TAX PAYABLE-LOCAL	( .02)	214.21
SALES TAX PAYABLE-COUNTY	( .02)	.00
ACCRUED INTEREST PAYABLE	.00	1.40
ACCRUED VACATION TIME	155,929.65	169,719.03
ACCRUED COMP TIME PAYABLE	24,321.08	14,924.47
ACCRUED SICK TIME PAYABLE	295,700.15	344,102.59
	2,839,996.93	2,272,409.56
 <u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	16,620,637.00	15,758,608.00
RESTRICTED FOR DEBT SERVICE	.00	80,476.00
RESTRICTED FOR REVLOVING LOAN	366,228.52	.00
UNRESTRICTED NET POSITION	9,231,886.78	9,267,405.28
REVENUE OVER EXPENDITURES - YTD	( 519,768.61)	( 266,412.60)
BALANCE - CURRENT DATE	25,698,983.69	24,840,076.68
TOTAL FUND EQUITY	25,698,983.69	24,840,076.68
TOTAL LIABILITIES AND EQUITY	28,538,980.62	27,112,486.24

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 OPERATING STATEMENT  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	299,755.22	1,428,233.01	3,868,500.00	2,440,266.99	36.9	1,387,559.91
RESIDENTIAL HEATING SALES	346,467.40	1,434,705.28	3,072,000.00	1,637,294.72	46.7	1,361,462.63
GENERAL SERVICE SALES	135,721.68	646,064.23	1,600,000.00	953,935.77	40.4	624,230.35
GENERAL SERVICE HEATING SALES	100,367.86	408,959.01	910,500.00	501,540.99	44.9	381,004.29
GENERAL SERVICE DEMAND SALES	486,420.30	2,434,214.26	5,900,000.00	3,465,785.74	41.3	2,441,299.25
LARGE POWER CONTRACT	150,024.98	587,706.33	80,000.00	( 507,706.33)	734.6	.00
PUBLIC STREET & HIGHWAY LIGHTING	6,507.84	35,611.40	88,000.00	52,388.60	40.5	35,291.83
INTERDEPARTMENTAL SALES	4,979.31	23,979.59	50,000.00	26,020.41	48.0	19,050.10
SECURITY LIGHTING SALES	8,699.71	43,711.05	102,000.00	58,288.95	42.9	43,227.57
ENGINEERING DEPARTMENT INCOME	13,318.00	66,640.00	159,174.00	92,534.00	41.9	64,994.00
MARKET SALES	93,541.21	213,957.15	1,000,000.00	786,042.85	21.4	256,332.00
RENEWABLE ENERGY CREDITS	.00	.00	200,000.00	200,000.00	.0	.00
<b>TOTAL OPERATING REVENUE</b>	<b>1,645,803.51</b>	<b>7,323,781.31</b>	<b>17,030,174.00</b>	<b>9,706,392.69</b>	<b>43.0</b>	<b>6,614,451.93</b>
<b>OPERATING EXPENSE</b>						
PURCHASED POWER	( 1,021,242.72)	( 4,595,048.05)	( 9,380,000.00)	( 4,784,951.95)	( 49.0)	( 3,878,966.39)
PURCHASED POWER - WAPA	( 41,042.84)	( 197,638.17)	( 440,000.00)	( 242,361.83)	( 44.9)	( 156,505.70)
PURCHASED POWER - COTTONWOOD	( 109,926.92)	( 551,360.13)	( 1,300,000.00)	( 748,639.87)	( 42.4)	( 552,871.51)
OPERATION & MAINTENANCE	( 88,772.74)	( 619,525.17)	( 1,498,278.00)	( 878,752.83)	( 41.4)	( 623,981.47)
ACCOUNTING & COLLECTING	( 13,578.14)	( 106,648.68)	( 218,681.00)	( 112,032.32)	( 48.8)	( 89,390.55)
METER READING	( 2,681.91)	( 15,874.64)	( 34,469.00)	( 18,594.36)	( 46.1)	( 14,603.46)
ENGINEERING DEPARTMENT	( 32,970.44)	( 191,964.47)	( 406,812.00)	( 214,847.53)	( 47.2)	( 166,417.09)
INFOMATIONAL TECH - COMPUTERS	( 23,924.00)	( 138,506.30)	( 338,290.00)	( 199,783.70)	( 40.9)	( 130,120.14)
ADMINISTRATIVE	( 18,399.06)	( 88,322.91)	( 225,722.00)	( 137,399.09)	( 39.1)	( 87,980.94)
GENERAL	( 70,163.27)	( 452,737.50)	( 773,309.00)	( 320,571.50)	( 58.6)	( 343,837.54)
VEHICLE & EQUIPMENT EXPENSES	( 44,687.76)	( 136,984.77)	( 171,500.00)	( 34,515.23)	( 79.9)	( 71,800.85)
DEPRECIATION	( 122,423.33)	( 612,819.97)	( 1,455,000.00)	( 842,180.03)	( 42.1)	( 604,562.28)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 1,589,813.13)</b>	<b>( 7,707,430.76)</b>	<b>( 16,242,061.00)</b>	<b>( 8,534,630.24)</b>	<b>( 47.5)</b>	<b>( 6,721,037.92)</b>
<b>NET OPERATING REVENUE</b>	<b>56,176.12</b>	<b>( 383,463.71)</b>	<b>788,113.00</b>	<b>1,171,576.71</b>	<b>( 48.7)</b>	<b>( 106,585.99)</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	23,116.81	126,263.23	2,158,000.00	2,031,736.77	5.9	152,258.70
INTEREST INCOME	22,199.43	120,317.19	101,000.00	( 19,317.19)	119.1	113,625.28
RESTRICTED INTEREST INCOME	65.47	558.25	.00	( 558.25)	.0	2,496.91
INTEREST EXPENSES	.00	.00	.00	.00	.0	( 335.40)
MUNICIPAL EXPENSE	( 75,278.96)	( 383,257.83)	( 756,185.00)	( 372,927.17)	( 50.7)	( 427,872.10)
TRANSFER	.00	.00	( 750,000.00)	( 750,000.00)	.0	.00
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>( 30,009.78)</b>	<b>( 136,725.59)</b>	<b>752,815.00</b>	<b>889,540.59</b>	<b>( 18.2)</b>	<b>( 159,889.25)</b>
<b>TOTAL NET INCOME OR (LOSS)</b>	<b>26,093.13</b>	<b>( 519,768.61)</b>	<b>1,540,928.00</b>	<b>2,060,696.61</b>	<b>( 33.7)</b>	<b>( 266,412.60)</b>

**Exhibit "B"**  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	33,331,673.90	30,310,122.11
ACCUMULATED DEPRECIATION	( 16,277,677.71)	( 15,398,171.72)
BOOK VALUE OF PLANT	17,053,996.19	14,911,950.39
CONSTRUCTION WORK IN PROGRESS	133,378.41	1,972,306.21
 <u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	566,736.14	( 1,099,427.44)
PAYROLL ACCOUNT	300.00	300.00
PETTY CASH	300.00	300.00
WATER INFRASTRUCTURE FEE	979,182.10	907,632.86
TEMPORARY CASH INVESTMENTS CD'S	557,723.98	533,510.16
BOND DEBT & RESERVE ACCOUNT	71,517.25	65,891.00
SRF RESERVE ACCOUNT	109,684.07	68,044.00
TOTAL CASH ACCOUNTS	2,285,443.54	476,250.58
CUSTOMER ACCOUNTS RECEIVABLE	17,139.55	13,457.14
ALLOWANCE FOR BAD DEBTS	( 13,164.54)	( 13,050.85)
BALANCE OF ACCOUNTS RECEIVABLE	3,975.01	406.29
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	540.00	194.50
OPERATION AND MAINTENANCE INVENTORY	800,496.79	847,286.22
PREPAID EXPENSES	65,981.99	69,915.85
INTEREST RECEIVABLE	12,421.75	11,726.77
ACCRUED UTILITY REVENUES	185,941.90	193,797.28
TOTAL ASSETS	20,542,175.58	18,483,834.09

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
SRF BONDS PAYABLE	8,386,927.09	6,625,318.00
ACCOUNTS PAYABLE	107,725.74	30,315.79
SALES TAX PAYABLE-STATE	.00	302.51
SALES TAX PAYABLE-LOCAL	.00	110.00
ACCRUED INTEREST PAYABLE	( 1,043.30)	1.40
ACCRUED FICA TAXES PAYABLE	25.00	25.00
ACCRUED VACATION TIME	39,669.82	82,828.07
ACCRUED COMP TIME PAYABLE	18,102.86	20,184.08
ACCRUED SICK TIME	30,247.31	203,004.91
TOTAL LIABILITIES	8,581,654.52	6,962,089.76
 <u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	8,202,869.00	10,359,589.00
RESTRICTED FOR DEBT SERVICE	.00	80,476.00
UNRESTRICTED NET POSITION	3,827,847.20	1,060,337.19
REVENUE OVER EXPENDITURES - YTD	( 70,195.14)	21,342.14
BALANCE - CURRENT DATE	11,960,521.06	11,521,744.33
TOTAL FUND EQUITY	11,960,521.06	11,521,744.33
TOTAL LIABILITIES AND EQUITY	20,542,175.58	18,483,834.09

**Exhibit "B"**  
 BEATRICE BOARD OF PUBLIC WORKS  
 OPERATING STATEMENT  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	109,838.06	623,313.00	1,608,500.00	985,187.00	38.8	595,225.80
COMMERCIAL SALES	38,156.84	243,265.31	645,000.00	401,734.69	37.7	230,517.87
CONTRACT SALES	26,707.44	157,642.13	400,000.00	242,357.87	39.4	167,367.10
INFRASTRUCTURE FEE	11,690.00	58,637.00	138,000.00	79,363.00	42.5	58,551.00
<b>TOTAL OPERATING REVENUE</b>	<b>186,392.34</b>	<b>1,082,857.44</b>	<b>2,791,500.00</b>	<b>1,708,642.56</b>	<b>38.8</b>	<b>1,051,661.77</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 92,877.91)	( 479,612.06)	( 1,154,882.00)	( 675,269.94)	( 41.5)	( 457,849.64)
ACCOUNTING & COLLECTING	( 8,974.37)	( 66,369.13)	( 128,050.00)	( 61,680.87)	( 51.8)	( 50,596.72)
METER READING	( 1,615.25)	( 6,732.59)	( 21,182.00)	( 14,449.41)	( 31.8)	( 8,691.68)
ENGINEERING DEPARTMENT	( 3,353.00)	( 16,765.00)	( 40,251.00)	( 23,486.00)	( 41.7)	( 16,355.00)
ADMINISTRATIVE	( 10,241.30)	( 51,757.00)	( 123,933.00)	( 72,176.00)	( 41.8)	( 50,740.28)
GENERAL	( 38,791.94)	( 220,199.82)	( 448,606.00)	( 228,406.18)	( 49.1)	( 187,741.05)
VEHICLE & EQUIPMENT EXPENSES	( 8,510.44)	( 16,996.41)	( 91,000.00)	( 74,003.59)	( 18.7)	( 27,573.47)
DEPRECIATION	( 82,872.72)	( 404,717.60)	( 640,000.00)	( 235,282.40)	( 63.2)	( 364,987.16)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 247,236.93)</b>	<b>( 1,263,149.61)</b>	<b>( 2,647,904.00)</b>	<b>( 1,384,754.39)</b>	<b>( 47.7)</b>	<b>( 1,164,535.00)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>( 60,844.59)</b>	<b>( 180,292.17)</b>	<b>143,596.00</b>	<b>323,888.17</b>	<b>(125.6)</b>	<b>( 112,873.23)</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	15,314.32	103,603.32	252,400.00	148,796.68	41.1	108,535.32
INTEREST INCOME	4,776.71	42,931.32	60,000.00	17,068.68	71.6	54,385.61
RESTRICTED INTEREST INCOME	3,197.84	5,364.29	3,000.00	( 2,364.29)	178.8	3,116.63
GRANT INCOME	.00	.00	500,000.00	500,000.00	.0	.00
OTHER INCOME	.00	326.62	2,000.00	1,673.38	16.3	2,679.29
INTEREST EXPENSES	.00	.00	( 292,532.00)	( 292,532.00)	.0	( 335.40)
MUNICIPAL EXPENSE	( 9,329.33)	( 42,128.52)	( 53,500.00)	( 11,371.48)	( 78.7)	( 34,166.08)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>13,959.54</b>	<b>110,097.03</b>	<b>471,368.00</b>	<b>361,270.97</b>	<b>23.4</b>	<b>134,215.37</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>( 46,885.05)</b>	<b>( 70,195.14)</b>	<b>614,964.00</b>	<b>685,159.14</b>	<b>( 11.4)</b>	<b>21,342.14</b>

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

WPC

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	27,473,482.55	26,932,619.32
ACCUMULATED DEPRECIATION	( 18,318,083.38)	( 17,793,693.91)
BOOK VALUE OF PLANT	9,155,399.17	9,138,925.41
CONSTRUCTION WORK IN PROGRESS	12,553.25	205,633.95
<u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	1,375,333.46	958,803.70
PAYROLL ACCOUNT	200.00	200.00
PETTY CASH	175.00	175.00
SEWER INFRASTRUCTURE FEE	2,367,832.62	1,964,763.10
BOND DEBT & RESERVE ACCOUNT	119,360.82	113,388.47
TOTAL CASH ACCOUNTS	3,862,901.90	3,037,330.27
CUSTOMER ACCOUNTS RECEIVABLE	15,654.20	13,322.47
ALLOWANCE FOR BAD DEBTS	( 6,936.67)	( 6,125.72)
BALANCE OF ACCOUNTS RECEIVABLE	8,717.53	7,196.75
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	964.67	1,592.95
PREPAID EXPENSES	44,847.00	44,430.40
INTEREST RECEIVABLE	.00	791.58
ACCRUED UTILITY REVENUES	184,980.35	190,703.73
TOTAL ASSETS	13,270,363.87	12,626,605.04

**Exhibit "B"**  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2025

WPC

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
ACCOUNTS PAYABLE	30,666.90	36,242.88
ACCRUED INTEREST PAYABLE	.00	.50
ACCRUED VACATION TIME	33,108.93	31,241.01
ACCRUED COMP TIME PAYABLE	7,938.49	8,436.88
ACCRUED SICK TIME	35,120.57	38,672.20
	106,834.89	114,593.47
<u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	9,343,905.00	9,006,965.00
RESTRICTED FOR DEBT SERVICE	.00	68,980.00
UNRESTRICTED NET POSITION	3,585,330.82	3,176,599.81
REVENUE OVER EXPENDITURES - YTD	234,293.16	259,466.76
	13,163,528.98	12,512,011.57
TOTAL FUND EQUITY	13,163,528.98	12,512,011.57
TOTAL LIABILITIES AND EQUITY	13,270,363.87	12,626,605.04

**Exhibit "B"**  
**BEATRICE BOARD OF PUBLIC WORKS**  
**OPERATING STATEMENT**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025**

WPC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YEAR YTD
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	116,001.00	580,845.70	1,376,000.00	795,154.30	42.2	579,926.42
COMMERCIAL SALES	41,074.82	246,531.51	640,000.00	393,468.49	38.5	260,931.98
INFRASTRUCTURE FEE	28,283.00	141,504.00	336,000.00	194,496.00	42.1	141,147.00
<b>TOTAL OPERATING REVENUE</b>	<b>185,358.82</b>	<b>968,881.21</b>	<b>2,352,000.00</b>	<b>1,383,118.79</b>	<b>41.2</b>	<b>982,005.40</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 64,075.16)	( 340,006.32)	( 845,187.00)	( 505,180.68)	( 40.2)	( 334,173.36)
ACCOUNTING & COLLECTING	( 5,606.87)	( 35,248.86)	( 78,535.00)	( 43,286.14)	( 44.9)	( 33,772.28)
METER READING	( 1,057.98)	( 5,493.26)	( 12,788.00)	( 7,294.74)	( 43.0)	( 5,604.76)
ENGINEERING DEPARTMENT	( 3,353.00)	( 16,765.00)	( 40,251.00)	( 23,486.00)	( 41.7)	( 16,355.00)
ADMINISTRATIVE	( 6,827.20)	( 34,253.00)	( 82,789.00)	( 48,536.00)	( 41.4)	( 33,566.00)
GENERAL	( 21,813.24)	( 110,315.71)	( 245,269.00)	( 134,953.29)	( 45.0)	( 102,860.02)
VEHICLE & EQUIPMENT EXPENSES	( 630.55)	( 15,432.14)	( 65,000.00)	( 49,567.86)	( 23.7)	( 23,656.63)
DEPRECIATION	( 50,399.07)	( 251,344.41)	( 625,000.00)	( 373,655.59)	( 40.2)	( 247,076.79)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 153,763.07)</b>	<b>( 808,858.70)</b>	<b>( 1,994,819.00)</b>	<b>( 1,185,960.30)</b>	<b>( 40.6)</b>	<b>( 797,064.84)</b>
<b>NET OPERATING REVENUE</b>	<b>31,595.75</b>	<b>160,022.51</b>	<b>357,181.00</b>	<b>197,158.49</b>	<b>44.8</b>	<b>184,940.56</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	2,617.23	28,063.47	168,000.00	139,936.53	16.7	20,170.51
INTEREST INCOME	9,672.75	56,440.68	60,000.00	3,559.32	94.1	59,154.08
RESTRICTED INTEREST INCOME	231.63	1,737.46	.00	( 1,737.46)	.0	3,431.85
GRANT INCOME	.00	.00	2,400,000.00	2,400,000.00	.0	.00
OTHER INCOME	175.00	1,890.00	1,000.00	( 890.00)	189.0	805.00
INTEREST EXPENSES	.00	.00	.00	.00	.0	( 287.50)
MUNICIPAL EXPENSE	( 650.05)	( 13,860.96)	( 22,500.00)	( 8,639.04)	( 61.6)	( 8,747.74)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>12,046.56</b>	<b>74,270.65</b>	<b>2,606,500.00</b>	<b>2,532,229.35</b>	<b>2.9</b>	<b>74,526.20</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>43,642.31</b>	<b>234,293.16</b>	<b>2,963,681.00</b>	<b>2,729,387.84</b>	<b>7.9</b>	<b>259,466.76</b>

Exhibit "B"  
 CITY OF BEATRICE  
 BALANCE SHEET  
 FEBRUARY 28, 2025

STREET FUND

ASSETS

03-00-100-00	CASH - COMBINED CASH FUND	3,166,275.99	
03-00-120-00	ACCOUNTS RECEIVABLE	4,673.15	
03-00-129-00	DUE FROM OTHER GOVERNMENTS	303,813.16	
03-00-130-00	DUE FROM SPEC ASSESS FUND	49,626.00	
	TOTAL ASSETS		3,524,388.30

LIABILITIES AND EQUITY

LIABILITIES

03-00-201-00	ACCOUNTS PAYABLE	68,736.97	
	TOTAL LIABILITIES		68,736.97

FUND EQUITY

03-00-250-01	DESIGNATED FOR STREETS	3,411,788.40	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER (UNDER) EXPENDITURES - YTD	43,862.93	
	BALANCE - CURRENT DATE	43,862.93	
	TOTAL FUND EQUITY		3,455,651.33
	TOTAL LIABILITIES AND EQUITY		3,524,388.30

**Exhibit "B"**  
CITY OF BEATRICE

REVENUES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SALES TAX</u>					
03-20-313-01 SALES TAX (30%OF1%)LESS MV	20,000.00	105,993.61	270,000.00	164,006.39	39.3
03-20-313-02 SALES TAX ON MOTOR VEHICLES	50,000.00	263,106.26	630,000.00	366,893.74	41.8
TOTAL SALES TAX	70,000.00	369,099.87	900,000.00	530,900.13	41.0
<u>STATE AGENCY AID</u>					
03-20-332-01 HIGHWAY ALLOCATION,INCEN PMT	171,859.23	784,275.85	1,908,313.00	1,124,037.15	41.1
03-20-332-02 STATE MAINTENANCE CONTRACT	.00	.00	65,898.00	65,898.00	.0
03-20-332-05 STATE PROJECT FUNDING	.00	.00	280,000.00	280,000.00	.0
03-20-332-06 MOTOR VEHICLE FEE PMT	.00	27,582.72	125,000.00	97,417.28	22.1
TOTAL STATE AGENCY AIDL	171,859.23	811,858.57	2,379,211.00	1,567,352.43	34.1
<u>FEDERAL AGENCY AID</u>					
03-20-334-01 FEDERAL GRANTS	.00	254,000.00	675,000.00	421,000.00	37.6
03-20-334-04 FEMA DISASTER FUNDS	.00	4,673.15	.00	( 4,673.15)	.0
TOTAL FEDERAL AGENCY AID	.00	258,673.15	675,000.00	416,326.85	38.3
<u>STREET FEES</u>					
03-20-349-00 STREET CHARGES FOR SERVICES	.00	3,121.35	8,000.00	4,878.65	39.0
03-20-349-02 STREET SALES	.00	100.00	500.00	400.00	20.0
03-20-349-03 STREET REIMBURSEMENTS	1,548.00	8,296.20	98,576.00	90,279.80	8.4
TOTAL STREET FEES	1,548.00	11,517.55	107,076.00	95,558.45	10.8
<u>INTERFUND TRANSFERS</u>					
03-20-371-01 INTERFUND TRANSFER	.00	.00	750,000.00	750,000.00	.0
TOTAL INTERFUND TRANSFERS	.00	.00	750,000.00	750,000.00	.0
<u>BOND PROCEEDS</u>					
03-20-373-02 LEASE PROCEEDS	.00	.00	1,350,000.00	1,350,000.00	.0
TOTAL BOND PROCEEDS	.00	.00	1,350,000.00	1,350,000.00	.0
TOTAL FUND REVENUE	243,407.23	1,451,149.14	6,161,287.00	4,710,137.86	23.6

**Exhibit "B"**  
CITY OF BEATRICE

EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET FUND</u>					
03-20-411-01 SALARIES (MAINT)	40,823.79	212,620.73	519,985.00	307,364.27	40.9
03-20-411-02 SALARIES (OVERTIME)	5,318.95	8,671.98	35,999.00	27,327.02	24.1
03-20-411-03 SALARIES (PART-TIME)	.00	.00	17,912.00	17,912.00	.0
03-20-411-06 SALARIES(BPW SNOW/OTHER MAINT)	.00	.00	2,000.00	2,000.00	.0
03-20-411-07 SALARIES (LEGAL/CITY)	827.00	4,135.00	9,918.00	5,783.00	41.7
03-20-411-10 SALARIES (BPW ENGINEERING)	5,530.00	27,737.68	66,028.00	38,290.32	42.0
03-20-411-20 SALARIES (CITY-MGR SERVICES)	1,590.00	7,950.00	19,083.00	11,133.00	41.7
03-20-412-01 SOCIAL SECURITY	3,395.34	16,273.52	45,111.00	28,837.48	36.1
03-20-413-01 RETIREMENT	2,449.42	12,676.50	31,071.00	18,394.50	40.8
03-20-414-01 HEALTH & LIFE INSURANCE	18,000.00	90,100.00	209,760.00	119,660.00	43.0
03-20-415-01 WORKERS' COMPENSATION	.00	45,813.00	44,870.00	( 943.00)	102.1
03-20-421-01 INSURANCE	.00	31,172.00	28,500.00	( 2,672.00)	109.4
03-20-424-01 BUILDING MAINT./REPAIRS	867.62	1,613.62	2,500.00	886.38	64.5
03-20-424-02 EQUIP OTHER & RADIO REPAIR	.00	.00	1,000.00	1,000.00	.0
03-20-424-03 ROAD EQUIP REP/MAINT (LABOR)	5,261.50	19,631.77	32,000.00	12,368.23	61.4
03-20-425-01 BUILDING RENTALS (SHOP-BPW)	250.00	1,600.00	3,000.00	1,400.00	53.3
03-20-425-04 EQUIPMENT RENTALS	350.00	3,650.00	8,000.00	4,350.00	45.6
03-20-425-05 SOFTWARE MAINTENANCE	.00	.00	12,100.00	12,100.00	.0
03-20-425-06 WEED SPRAYING/TREE TRIMMING	.00	.00	4,500.00	4,500.00	.0
03-20-426-01 TRAINING/TRAVEL EXPENSES	15.00	398.85	3,500.00	3,101.15	11.4
03-20-427-01 TELEPHONE	200.00	1,000.00	3,500.00	2,500.00	28.6
03-20-429-04 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
03-20-429-05 OTHER SERV & CHGS (MS4)	2,800.00	2,800.00	20,000.00	17,200.00	14.0
03-20-429-06 OTHER SERV & CHGS (SPC FEES)	1,670.19	12,389.59	15,000.00	2,610.41	82.6
03-20-432-01 GAS & OIL	12,142.15	23,277.34	55,000.00	31,722.66	42.3
03-20-432-02 UNIFORMS	.00	523.43	4,500.00	3,976.57	11.6
03-20-432-04 CHEMICALS	99.96	99.96	10,000.00	9,900.04	1.0
03-20-432-09 TRAFFIC CONTROL	712.50	3,343.20	27,000.00	23,656.80	12.4
03-20-432-13 SHOP/JANITORIAL/OSHA SUPPLIES	561.18	5,436.19	7,500.00	2,063.81	72.5
03-20-433-02 ROAD EQ MNT TIRES/BROOMS/BLADE	3,553.18	17,724.15	30,000.00	12,275.85	59.1
03-20-433-03 ROAD EQUIP REPAIRS (PARTS)	3,345.10	33,466.01	42,500.00	9,033.99	78.7
03-20-433-05 ROAD IMP MATERIALS (IN-HOUSE)	39,700.91	90,901.52	110,000.00	19,098.48	82.6
03-20-433-06 ROAD MATERIALS ICE CONTROL	.00	6,178.70	70,000.00	63,821.30	8.8
03-20-434-01 SMALL TOOLS & MINOR EQ	322.61	1,180.84	3,500.00	2,319.16	33.7
03-20-442-01 SALT BARN BLDG IMPROVEMENTS	.00	.00	15,000.00	15,000.00	.0
03-20-443-01 STREET IMP/ARMORCOAT/REJUVINAT	.00	26,043.57	165,000.00	138,956.43	15.8
03-20-443-03 STREET IMP - FORESTRY	.00	163.49	.00	( 163.49)	.0
03-20-443-06 STREET IMP/MISC CONC REPAIR	.00	16,308.37	140,000.00	123,691.63	11.7
03-20-443-10 STREET IMP/MILL & OVERLAY	.00	.00	300,000.00	300,000.00	.0
03-20-443-13 STREET IMP/QCT ELLA STREET	.00	3,572.63	.00	( 3,572.63)	.0
03-20-443-15 STREET IMP - DT BEAUTIFICATION	.00	.00	550,000.00	550,000.00	.0
03-20-443-17 STREET IMP/CATCH BASINS	.00	89.25	.00	( 89.25)	.0
03-20-443-20 STREET IMP/RECONSTRUCTION	9,259.75	91,546.00	1,450,000.00	1,358,454.00	6.3
03-20-443-21 STREET IMP/NEW STREETS	.00	.00	1,350,000.00	1,350,000.00	.0
03-20-443-22 STREET IMP-33RD & LINCOLN	5,080.00	487,575.60	1,050,000.00	562,424.40	46.4
03-20-443-24 STREET IMP/STORM SEWER RECONC	.00	.00	50,000.00	50,000.00	.0
03-20-444-01 MACHINERY & EQUIPMENT	.00	99,596.78	376,000.00	276,403.22	26.5
03-20-451-01 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
03-20-499-03 STREET VEHICLE TIME	24.94	24.94	.00	( 24.94)	.0
<b>TOTAL STREET FUND</b>	<b>164,151.09</b>	<b>1,407,286.21</b>	<b>7,041,537.00</b>	<b>5,634,250.79</b>	<b>20.0</b>

**Exhibit "B"**  
CITY OF BEATRICE

EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 5 MONTHS ENDING FEBRUARY 28, 2025

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	164,151.09	1,407,286.21	7,041,537.00	5,634,250.79	20.0
NET REVENUE OVER(UNDER)EXPENDITURE	79,256.14	43,862.93	( 880,250.00)	( 924,112.93)	5.0

## CODE SUMMARY REPORT

	March 2025	March 2024	Current Year-to-Date 2025	Last Year-to-Date 2024
Assist Other Department Count	0	1	0	1
Open Cases Count	47	44	98	97
Closed Cases Count	17	14	48	28
No Violation Found Count	0	0	1	0
Pending Count	0	1	1	2
Referred to BPD Count	1	1	2	1
Referred to County Agency Count	0	0	0	0
Referred to Other City Dept. Count	0	0	1	1
Referred to Property Owner Count	0	0	0	0
Referred to State Agency Count	0	0	0	0
Sent to CA Count	0	0	0	0
<b>Total Count</b>	<b>65</b>	<b>61</b>	<b>151</b>	<b>130</b>

Community Development Monthly Case Report  
03/01/2025 - 03/31/2025

Case #	Case Date	Parcel Address	Status	Reason for Violation	JMV(s) to be Removed
Group: Closed					
20250085	3/4/2025	1023 Ella Street	Closed	Red recliner sitting on front porch, cardboard boxes and bags of black trash bags on porch.	
20250086	3/4/2025	1012 1014 Parkside Lane	Closed	Mattress sitting on the front yard.	
20250087	3/4/2025	1205 Bell Street	Closed	Couch sitting along side bell Street.	
20250089	3/4/2025	1608 Market Street	Closed	Couches and recliner sitting next to market street	
20250090	3/6/2025	914 N 5th Street	Closed	Couch sitting on end in yard in swing set.	
20250091	3/6/2025	400 High Street	Closed	Race car on property with no race car permit	
20250093	3/7/2025	521 N 11th Street	Closed	Trash sitting on ground, open trash bags, cardboard, broken wooden dresser/desk, broken recliner	
20250098	3/11/2025	426 N 7th Street	Closed	Recliner sitting next to street	
20250101	3/11/2025	211 S Lasalle Street	Closed		Blue Dodge Ram, no plates
20250111	3/13/2025	1520 N 12th Street	Closed	Mattress/Box Spring sitting on trailer	
20250112	3/13/2025	709 S 10th Street	Closed	Broken recliner, mattresses, cardboard boxes sitting south of house.	
20250113	3/17/2025	1110 Meriwether Street	Closed	Mattresses next to trash and garage.	
20250114	3/17/2025		Closed	storage container in residential area, not for construction.	
20250117	3/17/2025	701 N 11th Street	Closed	Hot water heater not working properly	
20250124	3/19/2025	723 N 12th Street	Closed		Blue Nissan Pathfinder, no plates, missing wheel and busted front end.
20250128	3/21/2025	921 Herbert Street	Closed		Yellow Mini Cooper, no plates, sitting in backyard.
20250130	3/21/2025	1508 Elk Street	Closed	Entertainment center on front porch, trailer full of trash/junk, couches, Tires, tub & toilet in back yard, pile of scrap wood/lumber in back yard.	

Group Total: 17

## Group: Open

20250082	3/27/2025	600 Nicholls Avenue	Open	Mattress and box spring out next to house. Kitchen Chair in driveway, Tires on property.	
20250088	3/4/2025	729 - 745 W Mary Street	Open	Mattress next to dumpster, lose trash and trash bags all over dumpster area.	
20250092	3/21/2025	921 Herbert Street	Open	Pile of tires in back yard, recliner, oven and microwave, junk in corner of house and backyard. recliner and couch on front porch.	
20250094	3/7/2025	410 S 9th Street	Open		Black Ford, 3-4567A expired plates.
20250095	3/7/2025	410 S 9th Street	Open		Tan Honda, 3-B4663 expired plates
20250096	3/7/2025	410 S 9th Street	Open		Blue Ford Focus. 3-B2867 expired plates
20250097	3/10/2025	800 Monroe Street	Open		White Subaru in driveway on Monroe Street side. No plates
20250099	3/10/2025	420 N 8th Street	Open	Mattress, recliner in back yard. Trailer full of trash, mattress and random wood (complaint received)	
20250100	3/11/2025	1501 N 10th Street	Open		2002 Red Dodge Stratus, 3-A2914, expired plates 07/23
20250102	3/11/2025	2108 Ella Street	Open		2010 Ford Crown Victoria, 3-C4259 expired plates
20250103	3/12/2025	2108 Ella Street	Open		Black Dodge, white top, expired plates.
20250104	3/12/2025	2108 Ella Street	Open		Mount Prospect Police car, expired plates.
20250105	3/12/2025	2108 Ella Street	Open		Blue Plymouth, no plates
20250106	3/12/2025	2108 Ella Street	Open		Black Plymouth, no plates
20250107	3/12/2025	2108 Ella Street	Open		White 4 door car, no plates
20250108	3/12/2025	2015 Ella Street	Open		2002 Black Buick Rendevous, 3-B5976 expired 11/21
20250109	3/13/2025	2403 Scott Street	Open		2005 Maroon Ford Taurus SEL, 44-D903 expired 08/21
20250110	3/13/2025	807 N 10th Street	Open	Mattress leaning up against house along driveway.	

Exhibit "C"

20250115	3/17/2025	536 W Mary Street	Open	Scrap metal, asphalt shingles, tires, scrap wood, wooden tables, plastic tubs, tarps, random car parts, motorcycle parts, hot water heater, (complaint received)	
20250116	3/17/2025	518 W Mary Street	Open	scrap metal, plastic, wood, mower parts, pallets, tires, 4 door white sedan, no plate (complaint received)	
20250118	3/18/2025	2617 Ella Street	Open		Dark Gray Chevy Cruze, no plates, expired intranits.
20250119	3/18/2025	211 S Lasalle Street	Open		White 2 door Ford pickup, no plates, sitting behind garage.
20250120	3/19/2025	205 North 4th Street	Open	Limestone chipping and falling	
20250121	3/19/2025	1300 N 14th Street	Open	Insulation from building demo blowing every.	
20250122	3/19/2025	231 Penner Street	Open	Mattress sitting out next to street	
20250123	3/19/2025	910 N 11th Street	Open	Mattress in backyard	
20250125	3/19/2025	614 N 9th Street	Open	Mattress along alleyway	
20250126	3/19/2025	1320 N 7TH	Open		Maroon single cab Ford Pickup, no plates
20250127	3/21/2025	400 High Street	Open	accessory structure being built in driveway, with no permit and not meeting setbacks.	
20250129	3/21/2025	1315 North 9th Street	Open		Silver Chevy Tahoe, no plates, in driveway
20250131	3/21/2025	722 Bell Street	Open	Mattress sitting in back yard	
20250132	3/24/2025	709 Market Street	Open	Mattress sitting in back yard.	
20250133	3/24/2025	917 Ella Street	Open	Mattress sitting in driveway	
20250134	3/24/2025	810 Elk Street Apt. #4	Open	Couch sitting out next to the street	
20250135	3/25/2025	571 W ELLA	Open		White Ford Pickup, no plates.
20250136	3/26/2025	2123 High Street	Open	Recliner sitting next to the street	
20250137	3/26/2025	1419 Grant Street	Open		2007 Gray Ford Taurus, 3-B5526, expired 10/24
20250138	3/26/2025	1014 N 16th Street	Open		1993 Blue Chevrolet S10, 3-2366A expired 12/24
20250139	3/26/2025	1013 N 26th Street	Open		2005 Blue Chrysler Sebring, 33-J329 expired 05/23
20250140	3/27/2025	503 West Scott Street	Open		White, Tarpred Truck, no plates.
20250141	3/28/2025	712 Tait Street	Open	2 Mattresses sitting in front yard.	
20250142	3/28/2025	712 Tait Street	Open		Norton Southwind RV, no plates sitting along alleyway
20250144	3/31/2025	01419 GRANT	Open	Trash can violation (complaint received)	
20250145	3/31/2025	00319 S 11TH	Open	Recliner sitting next to street	
20250146	3/31/2025	01014 SCOTT	Open	Parking in required front yard.	
20250147	3/31/2025	803 N 7th Street	Open		Older Black Chevy Camaro, no plates.
20250148	3/31/2025	803 N 7th Street	Open		Red BMW X3, no plates.

Group Total: 47

Group: Referred to BPD

20250143	3/28/2025	00429 N 9TH	Referred to BPD	Vehicle parked on street behind driveway, never moves. Silver Van, missing front bumper.	
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Group Total: 1

Total Records: 65

4/1/2025

## PERMIT SUMMARY REPORT

	March 2025	March 2024	Current Year-to-Date 2025	Last Year-to-Date 2024
Administrative Setback Adjustment (Zoning)				
Count	2	1	2	3
Fees Paid	\$ 50.00	\$ 50.00	\$ 50.00	\$ 150.00
Administrative Subdivision Application (Zoning)				
Count	2	0	2	1
Fees Paid	\$ 222.00	\$ -	\$ 222.00	\$ 100.00
Appeals Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Building Permit Application				
Count	34	18	60	48
Fees Paid	\$ 37,421.35	\$ 2,670.02	\$ 59,832.38	\$ 7,374.76
Demolition Permit Application				
Count	4	2	12	3
Fees Paid	\$ 10.00	\$ 10.00	\$ 45.00	\$ 15.00
Encroachment Permit Application				
Count	2	15	15	16
Fees Paid	\$ 50.00	\$ 125.00	\$ 450.00	\$ 225.00
Final Plat Application (Zoning)				
Count	2	0	2	1
Fees Paid	\$ -	\$ -	\$ -	\$ 190.00
Flood District Development Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Hobbyist Vehicle Permit				
Count	0	0	1	0
Fees Paid	\$ -	\$ -	\$ 50.00	\$ -
Inquiry				
Count	3	2	3	3
Fees Paid	\$ -	\$ -	\$ -	\$ -
Mechanical Permit Application				
Count	2	0	4	1
Fees Paid	\$ 90.00	\$ -	\$ 170.00	\$ 40.00
Moving Permit Application				
Count	0	1	1	1
Fees Paid	\$ -	\$ 100.00	\$ 100.00	\$ 100.00
Mow-to-Own				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Plumber Registration				
Count	10	1	10	2
Fees Paid	\$ 282.00	\$ 50.00	\$ 282.00	\$ 60.00
Plumbing Permit Application				
Count	3	1	5	1
Fees Paid	\$ 200.00	\$ 52.00	\$ 236.00	\$ 52.00
Preliminary Plat Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Racecar Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Re-Zoning Application				
Count	1	0	2	0
Fees Paid	\$ 100.00	\$ -	\$ 200.00	\$ -
Sign Permit Application				
Count	4	2	8	3
Fees Paid	\$ 300.00	\$ 150.00	\$ 600.00	\$ 225.00

Exhibit "D"

Special Use Permit (Zoning)				
Count	1	0	2	0
Fees Paid	\$ 100.00	\$ -	\$ 200.00	\$ -
Vacate Public Ways				
Count	0	1	0	1
Fees Paid	\$ -	\$ 200.00	\$ -	\$ 200.00
Water Tap				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Zoning Verification				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Voided Permits	1		1	
<b>Total Count</b>	<b>71</b>	<b>44</b>	<b>130</b>	<b>84</b>
<b>Total Fees Paid</b>	<b>\$ 38,825.35</b>	<b>\$ 3,407.02</b>	<b>\$ 62,437.38</b>	<b>\$ 8,731.76</b>

**MONTHLY BUILDING PERMITS**  
3/1/25 to 3/31/25

Permit #	Permit Date	Permit Type	Description	Owner Name	Parcel Address	Parcel #	Total Fees	Total Valuation	Primary Contractor
20250131	3/31/2025	Building Permit Application	New SFR	BURLING, GREGORY D	00804 N 11TH	011588000	\$2,617.75	390,000.00	
20250127	3/31/2025	Building Permit Application	Changing garage to Livingroom	VAN WINKLE, DORIS M	1608-1610 MARKET	014247000	\$125.25	6,000.00	Owner
20250115	3/27/2025	Building Permit Application	Fence	Taylor J Munoz	2011 Ella Street	015147000	\$75.00	5,600.00	Owner
20250112	3/25/2025	Building Permit Application	covered porch	Mark D Thomas	938 N 21ST	014063000	\$349.25	22,000.00	Dave Henning Carpentry, LLC
20250111	3/25/2025	Building Permit Application	deck	Gail & Sharon Schroeder	220 ABBOTT	014959000	\$112.65	5,100.00	Mark Suer
20250107	3/25/2025	Building Permit Application	New SFR	L.L.C.400 Scott St. Beatrice Land Investments	814 North 26th Street	014684937	\$1,553.75	200,000.00	Jenning Construction
20250106	3/24/2025	Building Permit Application	Accessory Building	Steven Rohr	2006 S 19Th Street	013458500	\$508.21	36,580.00	Owner
20250102	3/21/2025	Building Permit Application	Fence	Kenzie Brueggemann	1500 South 4th Ave.	010514000	\$75.00	3,800.00	Nathan Smith
20250096	3/18/2025	Building Permit Application	load bearing beam	Partner Investment Holdings, LLC	1423 High Street	012795000	\$38.75	1,000.00	Jakes odd Jobs, Inc
20250095	3/18/2025	Building Permit Application	30x36	Drew Hobaugh & Jessica Spegel	1700 Grant Street	010256000	\$209.25	12,000.00	
20250093	3/18/2025	Building Permit Application	Deck	Ross A & Joan M Stepan	300 Marlborough Street	010485000	\$209.25	12,000.00	Jake Stevens
20250092	3/18/2025	Building Permit Application	Garage	JOHNSON, BRIAN L & SHELLY L	28510SW 32nd St	005064300	\$993.75	100,000.00	Owner
20250088	3/17/2025	Building Permit Application	Additional Shed	Aaron L Smith	717 Green Street	014182000	\$97.55	4,021.50	Derksen Portable Buildings/Kurt Larkins
20250085	3/14/2025	Building Permit Application	Garage Addition	Bradley N & Elaine J Pope	1921 S 2nd Street	010595000	\$321.25	20,000.00	True Blue Construction
20250078	3/11/2025	Building Permit Application	Fence	White, Shirley	1703 SARA RD	011073000	\$75.00	1,000.00	Vmac
20250076	3/11/2025	Building Permit Application	Foundation repair	Sheila D Pflugsten	1817 ELK	012729000	\$125.25	6,000.00	Brown's Masonry, LLC
20250075	3/10/2025	Building Permit Application	wall support	Sherry L Davis	2001 Ella Street	015149000	\$307.25	19,000.00	Thrasher Group
20250072	3/10/2025	Building Permit Application	Accessory Structure	Glenn A & Lori Muhr	602 N 11th Street	014342000	\$160.25	8,500.00	Wright's Shed Co.
20250069	3/7/2025	Building Permit Application	siding	James Wenz	1722 East Court Street	013602000	\$111.25	5,000.00	Hamilton Construction
20250067	3/7/2025	Building Permit Application	Garage	Partner Investment Holdings, LLC	1423 High Street	012795000	\$111.25	5,000.00	Jakes odd Jobs, Inc
20250066	3/7/2025	Building Permit Application	Garage, 24x24	Riley Reinke	1601 High Street	012693000	\$522.55	38,000.00	TMK Enterprises
20250065	3/5/2025	Building Permit Application	Kennington remodel	Hoppe Development	105 North 6th Street	009677000	\$27,671.89	7,044,697.00	Scheele-Kayton Construction

**DEMOLITION PROJECTS 2024-2025**

The dilapidated structures process starts with compiling evidence and continues until the structure is demolished. This process is essentially a 16-step process with various timelines/deadlines that have to be adhered too. The following information will provide will give you a better understanding of where we are with removing dilapidated structures:

	Address	Status	Demo Cost	Notes
1	820 Market Street	City to demo/held up		Condemned by City. Ready for demo.
4	1013 N 9th	Completed by owner		Demolished February 2025
5	402 N 4th	Owner to Demo		Demolition scheduled March 2025
6	1300 N 14th Paddock Elementary	Process initiated		Removal of 2 portable classrooms and the large north classroom building.
7	1902 Lincoln Street	House to be moved		Contractor moving house to new location
8	804 N 11th	Owner to Demo		Structure destroyed by fire
9	901 W Court Street Trailer #2	Owner to Demo		Mobile home being torn down
10	901 W Court Street Trailer #3	Owner to Demo		Mobile home being torn down
11	901 W Court Street Trailer #7	Owner to Demo		Mobile Home being torn down.
12	1300 N 14th	City to Demo		Paddock Lane Elementary
13	500 N 19th	City to Demo		Lincoln Elementary School
14	1700 Grand Street	Owner to Demo		Dilapidated garage
15	1617 Court Street	Owner to Demo		Dilapidated garage

**Demo Process:**

Receive complaint

Compile evidence

- 1 Send owner intent letter and inspection request
- 2 Owner responds and will comply – Monitor progress
- 3 Obtain Inspection Warrant
- 4 Serve Inspection Warrant
- 5 Order title search
- 6 Condemn property
- 7 Notice and Order all with legal interest
- 8 Disconnect BPW utilities
- 9 Prepare Affidavit of Service
- 10 File Certificate of Substandard Building
- 11 Schedule appeals hearings (if necessary)
- 12 Obtain demolition quotes
- 13 Have local utilities shut off
- 14 Demolition

## Special Designated Licenses (SDLs) Requested for 2025

Name	Date of Event	Time of Event	Location of Event	Type of Event	Contact Name	Date Approved	By	Entered in POSSE
Tall Tree Tastings	2/14/2025	5:00 p.m. to 10:00 p.m.	Kala's Savory Bites & Sifted Sweets	Valentine Supper	Denise Pahl	1/9/2025	ES	1/17/2025
Community Players, Inc.	2/14, 2/21, 4/4, 4/11	6:00 p.m. to 11:00 p.m.	Community Players Theatre - 412 Ella Street	Show Performance	Tyler Rinne	1/6/2025	ES	1/16/2025
Stone Hollow Brewing Co, LLC	2/14, 2/15 & 2/16	10:00 a.m. to 6:00 p.m.	Envision Landscapes Garden Center	Spring Kickoff	Bryon Belding	1/24/2025	ES	2/5/2025
Knights of Columbus, Council #1723	3/7/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
Knights of Columbus, Council #1723	3/14/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
Knights of Columbus, Council #1723	3/21/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
Knights of Columbus, Council #1723	3/28/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
Knights of Columbus, Council #1723	4/4/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
Knights of Columbus, Council #1723	4/11/2025	5:00 p.m. to 9:00 p.m.	St Joseph Parish Center - 612 High Street	Fish Fry	Brock Lohr	2/5/2025	ES	2/11/2025
American Legion Bitting-Norman Post #27	6/13/2025	6:00 p.m. to 10:00 p.m.	Charles Park	KWBE Party Palooza	Jerry Lamkin	3/26/2025	ES	4/2/2025
Tall Tree Tastings	4/30/2025	5:00 p.m. to 10:00 p.m.	Beatrice Public Library	Wizard of Oz Event	Denise Pahl	4/8/2025	ES	4/15/2025
Main Street Beatrice	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Code Beer Company	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Corn Coast Brewing	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Deer Springs Winery	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Rich Harvest Vinyard & Winery	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Salt Mine City	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Sideshow Spirits	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Thunderhead Brewing Company	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	
Whiskey Run Creek Vineyard & Winery	5/3/2025	3:00 p.m. to 8:00 p.m.	Envision Landscapes Garden Center	Taste of Spring	Virginia Gifford	4/15/2025	ES	