

City of Beatrice, Nebraska
Beatrice Regular City Council Meeting
Monday, May 5, 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. **MAYOR FOR A DAY**
4. **PROCLAMATION** – Public Service Recognition Week, May 4-10, 2025
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 21, 2025, as on file in the City Clerk's Office.
 - 5.e. Approval of Treasurer's Report of Claims in the amount of \$218,795.17.
 - 5.f. Approval of BASWA Report of Claims in the amount of \$598,252.82.
 - 5.g. Approval of Pay Request #4 in the amount of \$109,008.00, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
 - 5.h. Award of Bid for the 2025 Corral Crossing Addition project to Van Kirk Brothers Contracting in the amount of \$979,364.75, as recommended by the Board of Public Works.
 - 5.i. Award of Bid for the 2025 Heritage Heights Addition project to Van Kirk Brothers Contracting in the amount of \$1,324,909.05, as recommended by the Board of Public Works.
 - 5.j. Approval of public funding request from Beatrice Area Chamber of Commerce in the amount of \$6,250.00 for the Annual Homestead Days event.
 - 5.k. Approval of public funding request from Beatrice Noon Kiwanis Club in the amount of \$2,725.00 for the Annual MUDECAS Basketball Tournament event.
 - 5.l. Resolution Number 7546 approving a request from the Beatrice Area Chamber of Commerce to close Highway 136, which is also known as Court Street, from 3rd Street to 19th Street, on Saturday, June 21, 2025, between 8:00 a.m. until 12:30 p.m. for the Homestead Days Parade.
 - 5.m. Resolution Number 7547 granting the Beatrice Area Chamber of Commerce and their designees, permission to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park, 5th Street, between High Street and Ella Street, the alley to the south and the parking lot near the Carnegie Building, 4th Street, between Court Street and High Street, Beatrice Water Park, and Chautauqua Park, as part

of the annual Homestead Days event on the dates of June 19, 2025 through June 22, 2025.

- 5.n. Resolution Number 7548 granting Tabitha Jurgens-Frank permission to sell or offer for sale or peddle goods, wares, or merchandise upon the public streets or public parking lots in various City parks.
- 5.o. Resolution Number 7549 granting Food4Hope, and their designees, permission to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in the Tabernacle in Chautauqua Park on June 1, 2025, July 6, 2025, and August 3, 2025, between 12:00 p.m. to 6:00 p.m., as part of their Local Palooza event.

6. **ORDINANCES**

- 7. Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, in aggregate principal amount not to exceed \$2,600,000, as recommended by the Board of Public Works.

- 8. **PUBLIC HEARINGS/BIDS** - None

9. **RESOLUTIONS**

- 9.a. Resolution Number 7550 executing the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement's term and to add compensation amounts for any and all future five (5) year terms of said Agreement, as recommended by the Board of Public Works.
- 9.b. Resolution Number 7551 executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Corral Crossing project, as recommended by the Board of Public Works.
- 9.c. Resolution Number 7552 executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Heritage Heights project, as recommended by the Board of Public Works.
- 9.d. Resolution Number 7553 executing the First Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Lincoln Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to amend the legal description of the Premises included in the Redevelopment Project.
- 9.e. Resolution Number 7554 executing the First Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Paddock Lane Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to amend the legal description of the Premises included in the Redevelopment Project.
- 9.f. Resolution Number 7555 executing the Memorandum of Understanding with the Beatrice Community Hospital Foundation, Inc., to work together for the development of a Cancer Memorial Garden to be located between Grant

Street and Ella Street, lying adjacent to the Trail directly east of 2nd Street, Beatrice, Nebraska.

10. **ORDINANCES**

- 10.a. Ordinance repealing the following sections of the Beatrice City Code: Section 17-111 regarding the carrying of concealed weapons; and 17-117 regarding the possession and discharge of weapons on city-owned property; and amending Section 17-112 of the Beatrice City Code regarding the discharge of weapons within the City.
- 10.b. Ordinance amending Section 13-38 of the Beatrice City Code regarding the sale of goods on public property, streets, parking lots, and parks

11. **PUBLIC FORUM**

12. **DISCUSSIONS/REPORTS**

- 12.a. 2024 Beatrice Fire Department Annual Report.
- 12.b. 2024 Beatrice Police Department Annual Report.

13. **EXECUTIVE SESSION - Contract Negotiations and Real Estate**

14. **MISCELLANEOUS**

- 14.a. The next regular City Council meeting is May 19, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Mayor for a Day

Keep Beatrice Beautiful and the City of Beatrice are here to recognize the 2025 “Mayor for a Day” winners in our Great American Cleanup Recycling Project.

Between April 10-17, 2025, 2nd grade students from Beatrice Elementary School, St. Joseph Catholic School, and St. Paul’s Lutheran School collected items for recycling. Their recycling efforts helped keep Beatrice clean and beautiful. We are grateful for the 2nd grade students who participated and acknowledge them for keeping our community clean and litter free. The “Mayor for a Day” winners will receive a Certificate of Appreciation from Keep Beatrice Beautiful and the City of Beatrice, a t-shirt, a gift certificate for a combo meal from Runza, a coupon for a Blizzard from Dairy Queen, and some other Keep Beatrice Beautiful promotional items.

The “Mayor for a Day” winners are:

From Beatrice Elementary School

Harper Bent

Miah Williams

Aria Richey

Kamdyn Barnard

Pearce Nerverve

Rylee Dunn

Emma Harder from St. Joseph Catholic School

Evelyn May from St. Paul’s Lutheran School



PROCLAMATION

- WHEREAS,** Public servants serve the American people every day at the federal, state, county and city levels. They do the work that keeps our nation moving forward; and
- WHEREAS,** public employees take not only jobs, but oaths; and
- WHEREAS,** many public employees risk their lives each day in service to the people of the United States and around the world; and
- WHEREAS,** day in and day out public employees provide the diverse services needed by the citizens to live in their communities with efficiency and integrity; and
- WHEREAS,** without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, I, ROBERT MORGAN, Mayor of the City of Beatrice, Nebraska, do hereby proclaim May 4-10, 2025, as

PUBLIC SERVICE RECOGNITION WEEK

and hereby recognize the City of Beatrice employees who rarely get the credit they deserve for their dedication and encourage all citizens to recognize the accomplishments and contributions of government employees at all levels – federal, state, county, and city.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 5th day of May, 2025.

Robert Morgan, Mayor



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

APRIL 21, 2025

6:00 P.M.

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 5th Street, Beatrice, Nebraska on the 21st 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 16, 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 25, 2025 as “Arbor Day”

Mayor Morgan noted Beatrice has been a “Tree City” for thirty-five plus (35+) years. Mayor Morgan presented the proclamation for “Arbor Day” to Councilmember Eckhoff. Councilmember Eckhoff stated he likes to call Arbor Day Nebraska's holiday and commended the past City Councils, as well as Mark Pethoud, Public Properties Director, for their efforts in planting trees within the City parks. Councilmember Eckhoff noted approximately forty-five (45) trees will be planted tomorrow at the Beatrice Elementary School.

Proclamation – Proclaiming April 21-25, 2025 as “Young Professionals Week”

Mayor Morgan presented the proclamation for “Young Professionals Week” to Councilmember Eckhoff. Councilmember Eckhoff noted YPG is a great group to be part of and thanked those involved for getting the group back together. Dakota Hurley, Gage County Young Professionals, noted the Chamber and NGage collaborated in 2023 to bring back the YPG group. Throughout the year, YPG hosts social and networking events, business and professional development events, as well as civic and community engagement events for young professionals, ranging in age from twenty (20) to forty (40)-ish. Hurley noted YPG is open to all young professionals within Gage County and there are currently over fifty (50) members.

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 April 7, 2025, as on file in the City Clerk's Office.
- e. Approval of minutes of special meeting on April 14, 2025, as on file in the City Clerk's Office.
- f. Approval of Treasurer's Report of Claims in the amount of \$644,918.35.
- g. Approval of BASWA Report of Claims in the amount of \$1,385,860.33.
- 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.
- i. Award of bid for the Froberry Park Playground Improvements - 2025 to Play-Pro Recreation, LLC, in the amount of \$167,162.00.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

Councilmember Barnard inquired the length of the term for the Airport leases. Taylor Rivera, City Attorney, stated the term of the lease is for one (1) year.

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 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

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

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the Citizen's Advisory Review Committee (CARC) oversees the City's LB840 funds. As of February 28, 2025, the LB840 fund balance is approximately \$674,251, and all outstanding loans are current. 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.

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

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

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 there was nothing found in the standard background investigation to prohibit the issuance of this license.

Councilmember Fairbanks thanked Marci L Walson-Darling for being present.

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 6:17 p.m.

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

MOTION CARRIED.

Moved by McLain, seconded by Ruh, that the application of Marci L Walson-Darling, dba Kabo, 115 South 5th Street, Beatrice, Nebraska, for a Class C liquor 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

Resolution Number 7543 appointing Jay Murphy as Chief of Police

Mayor Morgan introduced Resolution Number 7543 appointing Jay Murphy as Chief of Police.

Moved by McLain, seconded by Ruh, that Resolution Number 7543 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council since this position is a Civil Service appointment, there are guidelines that must be followed. The City has gone through the required steps, including advertising for the position, administering a written exam, and interviewing with the Civil Service Commission. The Commission certifies up to three (3) names to be presented to this Body since it is the Chief of Police position. Tempelmeyer noted the Commission's recommendation is to appoint Jay Murphy as Chief of Police effective immediately.

Councilmember Doyle stated he is happy with the process and believes Murphy has done a great job leading the Department and will continue to do so.

Mayor Morgan noted his philosophy has been management is something that is assigned and leadership must be earned. Mayor Morgan stated Chief has done a great job earning the respect and leadership of the Department.

Jay Murphy, Chief of Police, thanked the Mayor, Council, City Administrator, community, and his officers for their confidence they have in him to lead the Department.

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

MOTION CARRIED.

RESOLUTION NUMBER 7543 – Passed and Adopted – appointing Jay Murphy as Chief of Police
Incorporated into the Minute Record by Reference

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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Ruh, that Resolution Number 7544 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council approximately two (2) years ago the City entered into an Agreement with Nebraska CLASS, which is very similar to the Nebraska Public Agency Investment Trust (NPAIT). Unfortunately, the owner of Nebraska CLASS recently passed away and Nebraska CLASS has been looking to merge into NPAIT. Tempelmeyer noted the resolution would authorize him to vote in favor of the merger and open an account with NPAIT. NPAIT has been around for a number of years and is largely made up of counties, public power districts, and NRDs. NPAIT invests in items only allowed by state statute and help to provide better interest rates to its customers. Tempelmeyer noted the Executive Director of NPAIT is Walker Zulkoski, a former NGage Director.

Councilmember Barnard noted he worked with NPAIT when he served on the Gage County Board and they did a good job with everything the County asked of them.

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

MOTION CARRIED.

RESOLUTION NUMBER 7544 – Passed and Adopted – 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

Incorporated into the Minute Record by Reference

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)

Mayor Morgan announced that 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), will be postponed until the May 5, 2025 meeting.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

Larry Wolken, 1921 Irving Street, appeared before the Council again to voice his concerns about the number of nuisance properties that need to be cleaned up.

Galen Rieger, 2532 SW 45th Road, appeared before the Council with erosion concerns on his farm ground near Riverside Park since the City's development of the trail system.

DISCUSSIONS/REPORTS

Main Street Quarterly Report

Virginia Gifford, Main Street Executive Director, presented the Main Street Quarterly Report to the Council. Gifford noted twenty-five (25) businesses participated in the Chocolate Lovers event in February and had one hundred ninety-two (192) registered participants. Nine (9) businesses were awarded an E3 business grant. A total of seventy-five (75) business visits were conducted this quarter: forty (40) business retention and expansion (BREs), twenty (20) meet and greets, and fifteen (15) marketing campaign visits. Gifford noted Main Street will be developing a Downtown Business Directory and the website refresh is in progress. Fifty percent (50%) of the downtown properties have been inventoried in the Building Opportunities on Main Street (BOOMS) tracker. Gifford reported both Main Street America and Main Street America

Street Nebraska recently conducted their annual review, consisting of a tour of the downtown, and discussion with the Main Street Board Members, and at the conclusion of the visit gave Main Street an unofficial rating of A+++ , which is something to be very proud of. Main Street Nebraska presented awards to the City of Beatrice, Karlene Douglas, one of Main Street’s Board Members, Tall Tree Tastings, Kala’s Savory Bites, and Sifted Sweets.

Gifford reported Main Street has been working with thirteen (13) businesses regarding their marketing and advertising plans. Four (4) businesses opened during Q2 and five (5) startups are in progress. There have been fifteen (15) commercial properties that have reached out to Main Street regarding rental or sales inquiries and five (5) commercial properties who are currently undergoing renovations. Gifford noted three (3) retired business owners have been matched up with youth mentorship opportunities with the Beatrice Public High School. Main Street has also been a guest speaker at Sertoma, Kiwanis, and Rotary. Main Street also partnered with Old Neighborhood Club and awarded Laureen Riedesel and Dana Hydo with awards.

Gifford noted Main Street has two (2) upcoming events. The Beer & Wine Festival will be held at Envision Landscape on May 3rd and Ribfest is scheduled for June 21st.

Councilmember Doyle inquired what the Downtown Business Directory will be used for and Gifford noted it will be predominately a digital directory of all businesses within the downtown district, which will be available on Main Street’s website. Councilmember Doyle inquired what information is included in the BOOMS tracker. Gifford stated it tracks if the building is vacant, occupied, if any maintenance is required, the height of the building, and if the 2nd story has residential space, which is vacant or occupied.

NGage Quarterly Report

Rachel Kreikemeier, NGage Executive Director, appeared before the Council to present the NGage Quarterly Report. Kreikemeier noted NGage is in the process of executing a comprehensive industrial site readiness study for parcels throughout the City and County. NGage is partnering with Olsson who will evaluate and identify parcels with development potential, infrastructure capacity, site access, zoning, and overall investment readiness. Kreikemeier noted NGage is also conducting a target industry analysis to identify high-potential sectors for strategic recruitment to determine if industries such as advanced manufacturing, food processing, warehouse distribution, data center, bitcoin, and value-added agriculture, are still the target industries or if NGage needs to shift their focus based on those findings.

On the Business Support and Recruitment side, an ad was placed in the *Site Selection Magazine* in Q4, which generated a few leads. Kreikemeier noted she recently finalized an advertisement in *FDI Alliance International*, which is a worldwide site selection publication. NGage is working closely with Global Site Location Industries (GSLI Solutions) to attract business and industry, and three (3) active leads are currently being pursued. Nine (9) Business Retention and Expansion (BRE) visits were completed. Kreikemeier stated the shortest BRE she has completed was approximately two (2) hours.

Kreikemeier reported NGage has had a unique opportunity to partner with the Nebraska Department of Economic Development (DED) and Development Counsellors International (DCI), to develop a statewide talent recruitment campaign, "*The Good Life is Calling*". This campaign will be used to gather information on what it’s like to live and work in Nebraska and help promote Nebraska as an ideal place to build a career and life.

As of March 31, 2025, there are fifteen (15) active projects: three (3) are locally originated, two (2) were from out of state, and ten (10) were initiated by NDED. Two (2) site visits were conducted, both of which were international visits in the manufacturing sector. One (1) of these businesses has been here three (3) times since November.

Councilmember Barnard inquired if there were any areas Kreikemeier would like the Council to assist with. Kreikemeier noted Beatrice is meeting the mark now, however, what they have been seeing is business owners are not wanting to own the property, they are looking at vacant buildings. Another weakness is the lack of incentives, which is at the state level.

Councilmember Fairbanks inquired of the ten (10) potential projects initiated by DED, are these coming from DED sending them directly to NGage or is NGage having to reach out to DED to see if there are any potential projects available. Kreikemeier stated it had been NGage reaching out to DED, however, there has been a lot of work through the NGage staff to develop a relationship and communicating with DED on what NGage has available. Kreikemeier noted they have also bridged a relationship with other partners, such as NPPD, who reached out about two (2) potential projects NGage was unaware of, and that has not happened since.

Councilmember Doyle inquired when the target industry analysis and comprehensive industrial site readiness study will be complete and Kreikemeier noted Olsson will likely have the study completed within six (6) months.

City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Council. Tempelmeyer noted the Heritage Heights and Corral Crossing sites are currently undergoing demolition. Utility bids for the developments are due on Thursday for the installation of sanitary sewer, storm sewer, and street infrastructure. The Airport Taxiway 'C' project is anticipated to begin next Monday. Tempelmeyer noted regarding the RCRP Grant, the bid for the Froberry Park Playground Improvements was awarded tonight, bids for the new Chautauqua Park playground will be going out soon, and the pickleball seating project will need to be rebid.

ADJOURNMENT

The next regular City Council meeting is May 5, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 7:11 p.m.

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

MOTION CARRIED.

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

City Claims approved as follows: (Abbreviations for this legal are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies: 911 Custom, Ex, Su, \$4,467.00; A T And T Mobility, Se, \$51.48; Abbott Portable Toilets, Se, \$45.00; Abc Abatement Company, Ex, \$60,500.00; Alfred Benesch And April 21, 2025

Regular Meeting

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Company, Ex, \$33,852.01; All Copy Products, Se, \$501.32; Axon Enterprise, Inc, Su, \$267.60; Baker And Taylor, Ex, \$185.08; Barco Municipal Products, Su, \$803.50; Barnes And Noble Bookstores Inc, Ex, \$175.16; Beatrice Area Solid Waste Agnc, Re, \$58,869.61; Beatrice Community Hospital, Se, \$803.50; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$603.88; Beatrice Ready Mixed, Su, \$1,624.75; Beatrice Sand And Gravel, Su, \$413.70; Benchmark Government Solutions Llc, Se, \$842.40; Black Hills Energy, Se, \$1,576.49; Blue Valley Door Co. Inc, Se, Su, \$225.00; Board Of Public Works, Re, \$2,008.56; Bomgaars Supply Inc, Su, \$94.75; Bound Tree Medical Llc, Su, \$2,888.85; Brown's Shoe Fit Co, Su, \$200.00; Buchheit, Su, \$1,522.06; Burns And Mcdonnell, Inc, Ex, \$66,542.70; Cardmember Service, Se, Su, \$10,488.79; City Motor Supply, Su, \$908.75; City Self Insured Health Plan, Re, \$208,000.00; City Treas. Petty Cash, Re, \$67.50; City Treasurer, Re, \$34,301.03; Civicplus Llc, Se, \$4,025.00; Column Software Pbc, Fe, \$772.37; Cornhusker International, Su, \$595.86; Das State Acctg-Central Finance Ocio, Fe, \$45.00; Datashield Corporation, Se, \$54.53; Diamond T Truck And Trailer, Su, \$3,506.56; Diamond Vogel Inc, Su, \$14,897.50; Diode Communications, Se, \$404.95; Diode Technologies Llc, Se, \$4,212.17; Eakes, Inc, Su, \$1,185.81; Earl's Window Service, Se, \$94.00; Echo Group, Inc, Su, \$51.22; Farmers Cooperative, Su, \$18,019.43; Fastenal Company, Su, \$11.56; Forvis Mazars, Fe, \$10,610.00; Fossler Excavating, Se, \$2,500.00; Gage Area Growth-Ngage, Re, \$34,296.82; Gage County Court, Fe, \$123.00; Gage County Eqpt Inc, Su, \$162.36; Gage County Register Of Deeds, Fe, \$32.00; Gage County Sheriff, Fe, \$6.00; Galls Llc, Su, \$121.27; Gb Auto Service Inc, Se, Su, \$964.48; Genesis Contracting Group Llc, Ex, \$147,749.76; Geo-Comm Inc, Se, \$9,647.00; Hamm Glass, Inc, Su, \$600.00; Hard Rock Quarries Llc, Su, \$941.16; Hometown Leasing, Se, \$659.26; Interstate Power Systems, Inc, Se, Su, \$4,745.20; Jason And Jessica Hartig, Re, \$35,625.00; Jeo Consulting Group Inc, Ex, \$33,318.83; Jim's Carpet And Supplies Inc, Se, \$2,346.28; John A Garcia, Su, \$90.00; Klecans Diverse Service Llc, Se, \$1,000.00; Lammel Plumbing Inc, Su, \$33.75; Lampton Welding Supply Co., Inc, Su, \$245.27; Landmark Implement Inc, Su, \$387.17; Language Line Services, Se, \$54.90; Larry's Tire And Service Inc, Se, \$12.00; Macqueen Equipment Llc, Su, \$449.57; May, Devin, Re, \$240.00; Mead Lumber And Rental-Beatrice, Su, \$244.56; Merchant Mcintyre & Assoc Llc, Se, \$8,000.00; Mid-Iowa Solid Waste Equipment Co., Inc, Se, \$1,391.54; Midwest Laboratories Inc, Fe, \$36.00; Motorola Solutions, Inc, Fe, \$230.00; Nebraska Dept Of Agriculture, Fe, \$192.76; Nebraska Dept. Environment And Energy, Fe, \$10,093.85; Nebraska Dept. Of Revenue, Fe, \$101.85; Nebraska Investment Council, Fe, \$88.00; Nebraska Law Enforcement Training Center, Se, \$1,055.00; Nebraska Snow Equipment, Su, \$1,771.39; Nemaha County, Fe, \$141.94; Nmc, Inc, Su, \$5,360.47; Norris Public Power District, Se, \$3,115.32; Northeast Auto, Se, \$225.00; Nutrien Ag Solutions, Su, \$102.50; Oakview Veterinary Clinic, Su, \$159.58; O'reilly Auto Parts, Su, \$946.37; Overdrive, Su, \$5,000.00; Paymentech, Fe, \$1,096.13; Pinpoint Communications, Ex, \$13,818.10; Priority Printing, Su, \$723.90; Pruss Excavation Co, Ex, \$1,107,455.31; R.L. Tiemann Construction, Inc, Se, \$4,250.00; Rdo Truck Center Co, Su, \$30.23; Reef Tectonics, Inc, Se, \$73.00; Refuse Inc, Su, \$323.89; Rewound Power Motors Sls And Svc Inc, Su, \$314.14; Ricoh Usa, Inc, Se, \$112.72; Roehr's Machinery Inc, Su, \$123.75; Rohr Excavating Llc, Su, \$1,138.00; Rollins Inc, Se, \$215.00; Saathoff Solutions, Se, \$360.00; Sapp Brothers, Su, \$7,398.12; Schuster's Outdoor And Rv Inc, Su, \$380.96; Security Services, Se, \$389.00; Sherwin-Williams Co, Su, \$332.33; Siteone Landscape Supply, Llc, Su, \$1,053.69; Southeast Community College, Se, \$7,944.00; Streicher's, Su, \$55.62; Sunny Smith, Se, \$900.00; Surnali Llc, Se, \$580.00; Tractor Supply, Su, \$312.55; Transunion Risk And Alternative, Fe, \$75.00; Trauernicht Tree Service Llc, Se, \$900.00; Trevor Rue, Se, \$32.76; Trizetto Provider Solutions, Se, \$118.04; Truck Center Companies, Su, \$2,009.16; Tsys Merchant Solutions, Fe, \$948.82; Unifirst Corporation, Se, \$75.26; Unite Private Networks Llc, Se, \$78.38; Van Diest Supply Co, Su, \$3,467.20; Verizon Wireless, Se, \$91.00; Visa, Su, \$771.48; Walker Uniform Rental, Se, \$144.53; Westlake Ace Hardware, Su, \$669.68; Windstream, Se, \$553.31; Xpress Bill Pay, Fe, \$539.98

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND					
ADMINISTRATION					
1350	BOARD OF PUBLIC WORKS	86-11608	City Postage - Apr 2025	04/30/2025	355.42
1350	BOARD OF PUBLIC WORKS	86-11608	Ambulance Postage - Apr 2025	04/30/2025	172.91
1034	CHARTER COMMUNICATIONS	1290027030-APR25	Cable charges/City - Apr 2025	04/09/2025	12.37
2040	CITY TREAS. PETTY CASH	P-CASH 05-05-2025	Postage	04/30/2025	.28
12490	COLUMN SOFTWARE PBC	7FF24556-0390	Notice of P&Z Mtg - 4/21/25	03/26/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0400	CI 25-137 - Daniel & Bonnie Pethoud	04/01/2025	98.06
12490	COLUMN SOFTWARE PBC	7FF24556-0408	Ord 25-12	04/07/2025	116.73
12490	COLUMN SOFTWARE PBC	7FF24556-0410	Ord 25-13	04/07/2025	112.05
12490	COLUMN SOFTWARE PBC	7FF24556-0413	CC Minutes - 4/7/25	04/21/2025	227.09
12490	COLUMN SOFTWARE PBC	7FF24556-0414	CC Minutes - Small Meeting 4/14/25	04/21/2025	33.98
3680	GAGE COUNTY REGISTER OF DEEDS	04152025	Wty City of Beatrice/Hoppe & Son LLC	04/15/2025	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	04152025	Dot Hartig	04/15/2025	22.00
4670	JEO CONSULTING GROUP INC	160373	Project Mgmt f/SS4A ADA Transition Plan	04/17/2025	945.40
4670	JEO CONSULTING GROUP INC	160373	Pedestrian & Cyclist Facilities Assessment f/SS4A AD	04/17/2025	7,313.60
4670	JEO CONSULTING GROUP INC	160373	Architectural & Structural Assessment f/SS4A ADA Tr	04/17/2025	415.80
4670	JEO CONSULTING GROUP INC	160373	Final ADA Transition Plan f/SS4A ADA Transition Plan	04/17/2025	1,162.00
4670	JEO CONSULTING GROUP INC	160429	Safe Streets for All (SS4A) Action Plan	04/21/2025	1,263.75
7470	PLYMOUTH ELECTRIC INC	123751	LED Light Fixture Upgrades f/Aud, Police, BPW Servi	04/22/2025	4,437.00
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	119.00
Total ADMINISTRATION:					16,588.50
COMMUNITY DEVELOPMENT					
1350	BOARD OF PUBLIC WORKS	86-11608	Community Development Postage - Apr 2025	04/30/2025	295.00
2091	Ricoh USA Inc	5034143784	Copier Lease	04/24/2025	175.08
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	238.00
9610	VERIZON WIRELESS	9110980906	Community Development-Ipad services (2)	04/13/2025	80.02
Total COMMUNITY DEVELOPMENT:					788.10
POLICE ADMINISTRATION					
1440	BRAGG, ROBERT	913208	Animal Control Services	04/21/2025	5,000.00
2940	Eakes, Inc.	9129704-0	1-bx) envelope	04/24/2025	22.99
4420	RICOH USA INC	109144750	COPIER AGREEMENT - May25 Police	04/23/2025	179.75
12284	Ruh, Brittny	REIMB LUNCH W/A COP	Reimb. - Lunch w/a cop	04/30/2025	59.54
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	16.00
Total POLICE ADMINISTRATION:					5,278.28
POLICE COMMUNICATIONS					
12445	Centurylink Communications LLC	732619856	911 phones - Apr 16-May 15 2025	04/16/2025	1,126.34
12445	Centurylink Communications LLC	732619856	Mech Vesta Bundle Mar 16-Apr 15 2025 - Auburn	04/16/2025	2,253.06
2620	FIRST WIRELESS INC.	129829	Tower Rental	04/30/2025	165.00
4420	RICOH USA INC	109144750	COPIER AGREEMENT - May25 Dispatch	04/23/2025	59.91
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	58.00
9920	WINDSTREAM	090063150-APR25	Crime Stoppers phone service	04/14/2025	89.63
9920	WINDSTREAM	092221690-APR25	backup Dispatch phone line	04/18/2025	170.89
9920	WINDSTREAM	092229158-APR25	dispatch fax line	04/22/2025	77.65
Total POLICE COMMUNICATIONS:					4,000.48
POLICE PATROL					
3051	Auto Shop Inc.	9162	Labor - R&R headlamp asy f/22 Interceptor	04/09/2025	902.00
3051	Auto Shop Inc.	9162	Labor - Paint hood, LF f/22 Interceptor	04/09/2025	500.20
3051	Auto Shop Inc.	9162	Supplies - headlight asy f/22 Interceptor	04/09/2025	1,666.67

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3051	Auto Shop Inc.	9162	Supplies - paint f/22 Interceptor	04/09/2025	335.50
3051	Auto Shop Inc.	9162	Misc supplies	04/09/2025	10.00
3051	Auto Shop Inc.	9165	Labor - R&R rear bumper cover	04/09/2025	287.00
12579	BENCHMARK GOVERNMENT SOLUTI	21819	Meals f/Ruh - Training	04/29/2025	59.75
1350	BOARD OF PUBLIC WORKS	86-11608	Police Dept Postage - Apr 2025	04/30/2025	30.76
12434	Brauch, Courtney	REIMB APR25	Reimb. meals f/Def Tactics Recert	04/15/2025	57.56
12434	Brauch, Courtney	REIMB APR25	Reimb. mileage f/Def Tactics Recert	04/15/2025	175.28
1034	CHARTER COMMUNICATIONS	176178901042125	Cable services/Police - April 2025	04/21/2025	33.48
12566	DATASHIELD CORPORATION	0161919	Shredding Service - PD - April 2025	04/22/2025	54.53
11343	MCCORMICK, JOE	REIMB APR25	Reimb meals f/Def Tactics Recert	04/10/2025	44.86
11343	MCCORMICK, JOE	REIMB APR25	Reimb mileage f/Def Tactics Recert	04/10/2025	175.28
6370	NEBRASKA LAW ENFORCEMENT TRA	15104	Lodging f/TAC Med Instructor - Ruh	04/23/2025	50.00
7060	O'REILLY AUTO PARTS	0749-468055	2) wiper blade	04/22/2025	22.20
7590	PRECISION AUTO TUNE INC.	1439	Labor - LOF f/22 Interceptor	03/05/2025	12.00
7590	PRECISION AUTO TUNE INC.	1439	Supplies - 6) synthetic oil f/22 Interceptor	03/05/2025	29.64
7590	PRECISION AUTO TUNE INC.	1439	Labor - R&R spark plug f/22 Interceptor	03/05/2025	83.87
7590	PRECISION AUTO TUNE INC.	1439	Supplies - 1) spark plug f/22 Interceptor	03/05/2025	13.50
7590	PRECISION AUTO TUNE INC.	1439	Shop supplies f/22 Interceptor	03/05/2025	14.60
7590	PRECISION AUTO TUNE INC.	1497	Labor - LOF f/24 Tahoe	03/21/2025	12.00
7590	PRECISION AUTO TUNE INC.	1497	Supplies - 8) synthetic oil f/24 Tahoe	03/21/2025	65.44
7590	PRECISION AUTO TUNE INC.	1607	Labor - R&R radiator hose asy f/20 Tahoe	04/22/2025	125.81
7590	PRECISION AUTO TUNE INC.	1607	Supplies - radiator hose asy, coolant f/20 Tahoe	04/22/2025	198.64
7640	PRIORITY PRINTING	124879	200) recruiting brochure	04/23/2025	160.02
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	3,416.00
9610	VERIZON WIRELESS	6110747028	Police AVL Cards	04/10/2025	560.22
9610	VERIZON WIRELESS	6111511114	Undercover Phones & data	04/20/2025	125.89
9700	WALMART STORES INC.	00987	minutes f/undercover phone	03/31/2025	70.00
Total POLICE PATROL:					9,292.70
FIRE ADMINISTRATION					
12566	DATASHIELD CORPORATION	0159582	Shredding Service - Fire - March 2025	03/24/2025	54.53
12566	DATASHIELD CORPORATION	0161918	Shredding Service - Fire - April 2025	04/22/2025	54.53
11513	State Fire Marshal Training Division	3325	Fire Fighter 1 & Hazmat Op Cert f/Kieper, Kotinek, Kr	04/15/2025	400.00
11513	State Fire Marshal Training Division	3325	Fire Fighter 1 Certification f/Jones, Kinghorn	04/15/2025	100.00
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	812.00
11678	Truck Center Companies	XA108173764.01	freight	04/19/2025	35.00
9610	VERIZON WIRELESS	6111477411	Cell phone service - Fire	04/20/2025	40.01
9920	WINDSTREAM	092071685-APR25	Fire Alarm Phone Lines	04/22/2025	212.28
Total FIRE ADMINISTRATION:					1,708.35
FIRE SUPPRESSION					
1076	Auto Repair Plus	J012507	control cable f/E2	04/22/2025	115.90
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	7,534.00
11678	Truck Center Companies	XA108173764.01	check valve f/E1	04/19/2025	79.01
9610	VERIZON WIRELESS	6110747028	Fire AVL Card	04/10/2025	40.01
9610	VERIZON WIRELESS	6111477411	Cell phone service - Fire	04/20/2025	40.01
9730	WALKER UNIFORM RENTAL	1402298	SHOP TOWEL SERVICE	04/17/2025	26.70
9760	Westlake Ace Hardware	10355564	2) hose clamp, thread tape f/E1	04/18/2025	11.67
Total FIRE SUPPRESSION:					7,847.30
FIRE AMBULANCE					
1420	BOUND TREE MEDICAL LLC	85734420	4) 10-pk medtronic capnoline kit	04/14/2025	391.76
1420	BOUND TREE MEDICAL LLC	85734420	4) Sodium Chloride	04/14/2025	192.00
1420	BOUND TREE MEDICAL LLC	85734420	1) i-gel O2 resus pack, size 4	04/14/2025	186.54

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1420	BOUND TREE MEDICAL LLC	85734420	2) Ambu blue sensor, adult 5-pk	04/14/2025	984.00
1420	BOUND TREE MEDICAL LLC	85734420	2) instye autoguard BC IV	04/14/2025	266.00
1420	BOUND TREE MEDICAL LLC	85739500	1) Sta-Blok adjustable head immobilizer	04/17/2025	179.70
1420	BOUND TREE MEDICAL LLC	85739500	1) Stretch gauze bandage, 2" x 4.1 yd	04/17/2025	36.72
1420	BOUND TREE MEDICAL LLC	85739500	1) Stretch gauze bandage, 3" x 4.1 yd	04/17/2025	41.52
1420	BOUND TREE MEDICAL LLC	85739500	6) combat gauze, 3" x 4 yd	04/17/2025	255.54
1420	BOUND TREE MEDICAL LLC	85742553	1) G3 breather w/O2 module, blue	04/21/2025	417.99
1420	BOUND TREE MEDICAL LLC	85744422	2) amidate	04/22/2025	261.98
1420	BOUND TREE MEDICAL LLC	85746057	24) ultrasound gel	04/23/2025	42.96
1420	BOUND TREE MEDICAL LLC	85746057	2) IV extension set	04/23/2025	127.00
1420	BOUND TREE MEDICAL LLC	85746057	1) ET tube holder, adult	04/23/2025	132.25
1420	BOUND TREE MEDICAL LLC	85746057	5) ET tube holder, pedi	04/23/2025	34.95
12541	CARTHEL, JASON L	MARCH 2025	Chart audits f/March 2025	03/28/2025	538.96
2010	CITY MOTOR SUPPLY	909403	10) connector f/M1	04/28/2025	26.89
2040	CITY TREAS. PETTY CASH	P-CASH 05-05-2025	18) Meal - OTT	04/30/2025	135.00
2024	Stryker Sales Corporation	9208995899	Powerload/Procure Preventative Maintenance f/powe	04/13/2025	3,928.00
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	3,243.00
9610	VERIZON WIRELESS	6110747028	Fire AVL Card	04/10/2025	40.01
9610	VERIZON WIRELESS	6111477411	Cell phone service - Fire	04/20/2025	120.46
Total FIRE AMBULANCE:					11,583.23
PUBLIC PROPERTIES					
12214	Cary's Cleaning	6362	Office cleaning - April 2025 f/Library	04/25/2025	2,200.00
12214	Cary's Cleaning	6363	Office cleaning - April 2025 f/FD	04/25/2025	1,496.00
12214	Cary's Cleaning	6366	Office cleaning - April 2025 f/PD	04/25/2025	1,716.00
2010	CITY MOTOR SUPPLY	909365	2) 1-gal antifreeze, 2) brake cleaner	04/25/2025	49.76
2010	CITY MOTOR SUPPLY	909365	auto cleaning cloths	04/25/2025	15.99
2010	CITY MOTOR SUPPLY	909396	battery	04/28/2025	229.00
2010	CITY MOTOR SUPPLY	909396	5) fuse	04/28/2025	3.30
2010	CITY MOTOR SUPPLY	909423	2) 20W50 f/Exmark demo	04/29/2025	11.98
4700	ECHO GROUP, INC	S011164191.001	6) bulbs f/Scott Street field lights	04/21/2025	449.46
11716	Envision Landscapes LLC	6017	2) tree f/Arbor Day	04/27/2025	398.00
11276	FAIR-PLAY SCOREBOARDS	1608937	LED Supplies f/Scott Street Scoreboard repairs	04/18/2025	4,080.00
12221	GB Auto Service Inc	511709286	Labor - 1) flat repair f/trailer	04/16/2025	22.00
12221	GB Auto Service Inc	511709317	Labor - 1) tire repair f/Chevy	04/18/2025	22.00
12221	GB Auto Service Inc	511709422	Labor - 1) tire repair f/mower	04/22/2025	15.00
12221	GB Auto Service Inc	511709422	Supplies - 1) tube f/mower	04/22/2025	35.99
12221	GB Auto Service Inc	511709485	Labor - 1) tire repair f/mower	04/22/2025	22.00
12007	Heritage Landscape Supply Group	0020156975-001	irrigation supplies f/Vet's Park, 5th Street, Trailhead P	04/16/2025	1,156.56
4770	JOHNNY'S WELDING INC.	294256	flat steel f/bobcat blade	03/18/2025	68.85
4770	JOHNNY'S WELDING INC.	294256	Labor - cut holes f/bobcat blade steel	03/18/2025	60.00
5100	LAMMEL PLUMBING INC	82800	Supplies f/Scott Street urinal	04/15/2025	26.06
5160	LARRY'S TIRE AND SERVICE INC.	9861-13	3) tire disposal	04/18/2025	18.00
8360	MARK SCHAAF	079	valve box, heads f/Scott Street irrigation	04/21/2025	800.00
8260	SAPP BROTHERS	IN4729686	185.0 gal #2 Dyed Summer Diesel @ 2.674918	04/23/2025	494.88
3058	SiteOne Landscape Supply, LLC	152293003-001	irrigation supplies f/Trailhead Park	04/18/2025	36.78
12521	SUNNY SMITH	APR14 2025 - APR25 2025	Office cleaning f/Aud offices	04/29/2025	450.00
12521	SUNNY SMITH	APR14 2025 - APR25 2025	Office cleaning f/BPW offices	04/29/2025	450.00
1052	Travelers	3744C0129-CREDIT 2025	Commercial package credit	04/11/2025	7,486.00-
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	245.00
9760	Westlake Ace Hardware	10355534	irrigation supplies f/Library, Aud	04/16/2025	32.35
9760	Westlake Ace Hardware	10355547	irrigation supplies f/Charles Park, Scott Street, Aud, d	04/17/2025	48.46
9760	Westlake Ace Hardware	10355569	irrigation supplies f/HP & Scott Street	04/21/2025	27.45
9760	Westlake Ace Hardware	10355594	door stop f/FD	04/22/2025	2.33
9760	Westlake Ace Hardware	10355614	150') rope f/BPW flag pole	04/24/2025	187.50
9760	Westlake Ace Hardware	10355617	washer f/Scott Street toilet	04/24/2025	1.43

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9760	Westlake Ace Hardware	10355627	adapter, connector f/Scott Street hose	04/24/2025	28.77
9760	Westlake Ace Hardware	10355633	1) clorox, 3) lysol bowl cleaner, 3) windex, 1) dawn, 1)	04/25/2025	46.53
9760	Westlake Ace Hardware	10355633	12) mulch, brown	04/25/2025	39.96
9760	Westlake Ace Hardware	10355637	flowers f/PD	04/25/2025	39.44
10030	WRIGHTSMAN PLBG AND HEAT INC	106064	plumbing supplies f/PD	04/15/2025	34.98
10030	WRIGHTSMAN PLBG AND HEAT INC	106064	plumbing supplies f/Scott Street	04/15/2025	47.06
Total PUBLIC PROPERTIES:					7,622.87
PP-WATER PARK					
9920	WINDSTREAM	090051577-APR25	Water Park phone service - Apr 2025	04/14/2025	111.29
Total PP-WATER PARK:					111.29
LIBRARY					
730	Baker and Taylor	2038995381	Across so Many Seas	04/08/2025	10.79
730	Baker and Taylor	2038995381	One Big Open Sky	04/08/2025	11.39
730	Baker and Taylor	2038995381	Magnolia Wu Unfolds it All	04/08/2025	10.79
730	Baker and Taylor	2038995381	So Hee and Lowy	04/08/2025	18.04
730	Baker and Taylor	2038995381	Double Trouble Puzzle	04/08/2025	10.79
730	Baker and Taylor	2038995381	Rosey Stink Badger	04/08/2025	10.79
730	Baker and Taylor	2038995381	Bad Kitty Takes the Test	04/08/2025	13.29
730	Baker and Taylor	2038995381	Big Nate; Attack of the Cheez Funk Breath	04/08/2025	23.99
730	Baker and Taylor	2038995381	Freight	04/08/2025	1.10
730	Baker and Taylor	2039012685	5) Titles & Freight	04/14/2025	95.13
730	Baker and Taylor	2039027438	7) Titles & Freight	04/21/2025	85.32
780	BARNES AND NOBLE BOOKSTORES I	5556	4) titles	04/23/2025	64.76
11708	Bound to Stay Bound Books, Inc.	231819	Daughter of the Deep	11/18/2024	24.48
11273	History Nebraska	RENEWAL 2025	RENEW MEMBERSHIP	04/08/2025	35.00
1028	Neemann, Joanne	REIMB APR 25	Reimb - supplies f/Wizard of Oz Escape Room	04/29/2025	20.60
11255	Reef Tectonics, Inc.	42286	Regular Aquarium Maintenance	04/19/2025	73.00
11255	Reef Tectonics, Inc.	42286	Gin Penguin cart size C	04/19/2025	13.49
8150	SACK LUMBER COMPANY	2504-071850	plywood	04/22/2025	29.99
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	18.00
9920	WINDSTREAM	092151344-APR25	Library Phone Service	04/24/2025	68.07
9920	WINDSTREAM	092151344-APR25	INTERNET SERVICE	04/24/2025	32.37
Total LIBRARY:					671.18
Total GENERAL FUND:					65,492.28
STREET FUND					
STREET FUND					
980	BEATRICE IRON AND METAL CO	104671	1)Battery@48.64(cust#1074)	04/24/2025	48.64
980	BEATRICE IRON AND METAL CO	104671	core (cust#1074)	04/24/2025	20.00
980	BEATRICE IRON AND METAL CO	104671	core return (cust#1074)	04/24/2025	20.00-
980	BEATRICE IRON AND METAL CO	104671	1)XXL Thickster@11.49 (cust#1074)	04/24/2025	11.49
870	Beatrice Ready Mixed	B1 726998	2cy)47B1S383500HW @192.50 -Hospital prkwy	04/11/2025	385.00
870	Beatrice Ready Mixed	B1 727115	2.25cy)47B1S383500HW @192.50 (air park/n Comm	04/15/2025	433.13
870	Beatrice Ready Mixed	B1 727146	21cy)47BTYPPE13500PRI@201.50 (air park/n comme	04/16/2025	4,231.50
870	Beatrice Ready Mixed	B1 727146	21cy)Calcium BCC 1%@4.00	04/16/2025	84.00
870	Beatrice Ready Mixed	B1 727569	2cy)47BTYPPE13500PRI@201.50 (air park /n comm)	04/21/2025	403.00
870	Beatrice Ready Mixed	B1 727699	21cy)47BTYPPE13500PRI@201.50 (air park/n comme	04/22/2025	4,231.50
870	Beatrice Ready Mixed	B1 727699	21cy)Calcium BCC 1%@4.00	04/22/2025	84.00
3049	Beatrice Sand and Gravel	S1 203890	28.59tn Screenings @14.80	04/21/2025	423.14
12221	GB Auto Service Inc	511709188	Labor - 1) flat repair f/trailer	04/14/2025	22.00
12221	GB Auto Service Inc	511709267	labor - 1) flat repair	04/16/2025	55.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12221	GB Auto Service Inc	511709268	Labor - 1) flat repair f/dump truck	04/16/2025	55.00
10570	HOTSY EQUIPMENT CO.	353244	1.25) Labor pressure washer	04/15/2025	175.00
10570	HOTSY EQUIPMENT CO.	353244	Float Valve, Pressure Switch, Relief Valve,Oil, Nozzle	04/15/2025	332.69
10570	HOTSY EQUIPMENT CO.	353244	Service Call	04/15/2025	200.00
12591	Interstate Power Systems, Inc	R023062736 01	Labor-Field-Broom machine attachment	04/23/2025	337.50
12591	Interstate Power Systems, Inc	R023062736 01	Service- DTS	04/23/2025	23.63
12591	Interstate Power Systems, Inc	R023062736 01	Service - shop supplies	04/23/2025	48.50
3052	Landmark Implement Inc	11891437	8)Tooth@20.33	04/21/2025	162.64
3052	Landmark Implement Inc	11891437	8)Pin@7.88	04/21/2025	63.04
11867	MacQueen Equipment LLC	P14983	1)Collar @34.69	03/26/2025	34.69
11867	MacQueen Equipment LLC	P15139	1)Tow Bar Low pvt@155.22	04/17/2025	155.22
11867	MacQueen Equipment LLC	P15139	2)Hex Hd Scr @1.41	04/17/2025	2.82
11867	MacQueen Equipment LLC	P15139	2)Alemite FTG @.76	04/17/2025	1.52
11867	MacQueen Equipment LLC	P15139	2).625 LWSHR-HEL A1F16 @.52	04/17/2025	1.04
11867	MacQueen Equipment LLC	P15139	Shipping	04/17/2025	16.15
11867	MacQueen Equipment LLC	P15151	1)Pivot Pin@212.72	04/21/2025	212.72
11867	MacQueen Equipment LLC	P15151	1)MB Arm Weld@1633.95	04/21/2025	1,633.95
11867	MacQueen Equipment LLC	P15151	shipping	04/21/2025	100.34
6430	NMC, INC	CUI1475588	1)Cyl GP-121 5@5198.61	04/15/2025	5,198.61
6430	NMC, INC	CUI1475588	Misc Charges	04/15/2025	298.22
7060	O'REILLY AUTO PARTS	0749-466726	1)Dry Lube@8.99	04/16/2025	8.99
7060	O'REILLY AUTO PARTS	0749-466726	2)Chain Lube@9.99	04/16/2025	19.98
7060	O'REILLY AUTO PARTS	0749-468008	1)Micro-V Belt @27.64	04/22/2025	27.64
7060	O'REILLY AUTO PARTS	0749-468653	1)Capsule@6.51	04/25/2025	6.51
7060	O'REILLY AUTO PARTS	0749-468682	6)GL-Wiper Fld@3.29	04/25/2025	19.74
7060	O'REILLY AUTO PARTS	0749-468682	1)Wrench @11.49	04/25/2025	11.49
11544	PowerPlan	2436405	1)Mirror@124.37	04/21/2025	124.37
11544	PowerPlan	2436405	Freight	04/21/2025	25.05
12613	R and S Track Maintenance Inc	24764	Labor-replace headblock ties	04/10/2025	1,920.00
12613	R and S Track Maintenance Inc	24764	Equipment	04/10/2025	990.00
12613	R and S Track Maintenance Inc	24764	materials	04/10/2025	522.00
8000	ROEHR'S MACHINERY INC.	IV88657	1)Sealant, Tire diswall@89.99	04/24/2025	89.99
9260	TRACTOR SUPPLY	441960	10)Trv Extreme duty grease@5.99	04/24/2025	59.90
9260	TRACTOR SUPPLY	441960	1)Rain-x foaming war wash @7.99	04/24/2025	7.99
9260	TRACTOR SUPPLY	441960	2)Invisible Glass Aerosol@6.99	04/24/2025	13.98
9260	TRACTOR SUPPLY	735765	1)Chain Tightener@16.49	04/22/2025	16.49
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	905.00
11418	VISA	20081-S-MAR25	Northern Tool annual renewal fee	04/02/2025	39.99
11418	VISA	20081-S-MAR25	4) round magnet	04/02/2025	22.96
11418	VISA	20081-S-MAR25	4) 2-pk 9V battery	04/02/2025	29.96
11418	VISA	20081-S-MAR25	Ratchet straps	04/02/2025	12.99
11418	VISA	20081-S-MAR25	5) hi-vis shirt, xl	04/02/2025	244.19
11418	VISA	20081-S-MAR25	500-pk) heavy duty sand bags	04/02/2025	199.99
11418	VISA	20081-S-MAR25	6) hi-vis sweatshirt	04/02/2025	220.81
11418	VISA	20081-S-MAR25	1) wrap-around safety glasses	04/02/2025	11.98
11418	VISA	20081-S-MAR25	15) hi-vis shirt	04/02/2025	191.10
10000	WORL DLAWN POWER EQUIPMENT IN	IN0000092502	72" WorldLawn Python Kawasaki FX1000V Mower	04/14/2025	5,000.00
Total STREET FUND:					30,208.77
Total STREET FUND:					30,208.77
AIRPORT FUND					
AIRPORT-GENERAL					
4700	ECHO GROUP, INC	S011158339.001	credit - return 1) LED 2-head flood light w/sensor	04/16/2025	102.29-
10470	FLIGHT LIGHT INC.	0099194-IN	5) frangible coupling, yellow 1.5" f/1" riser	04/21/2025	138.42
12217	Hughey and Phillips	81005	6) light engin, 861 colors, white	01/22/2025	1,188.96

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4790	JONES GROUP	14577	Renewal of GL-S - Effective 7/1/2025	04/18/2025	7,568.00
8370	SCHUSTER'S OUTDOOR AND RV INC.	31262	deck baffle f/lawnmower	04/24/2025	66.99
6170	STATE OF NEBRASKA	1473334	MONTHLY AWOS/VOR	04/01/2025	818.33
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	212.00
9920	WINDSTREAM	092226581-APR25	AIRPORT PHONE SERVICE	04/24/2025	75.04
Total AIRPORT-GENERAL:					9,965.45
AIRPORT-CAPITAL IMPROVEMENTS					
12519	VOGTS PARGA CONSTRUCTION LLC	PMT 1	Reconstruct Taxiway "C" & Apron (AIP 3-31-0009-021	04/22/2025	97,088.21
Total AIRPORT-CAPITAL IMPROVEMENTS:					97,088.21
Total AIRPORT FUND:					107,053.66
BEATRICE AREA SOLID WASTE AGNC					
BASWA					
980	BEATRICE IRON AND METAL CO	104374	7") angle iron f/compost gate	04/14/2025	25.62
980	BEATRICE IRON AND METAL CO	104374	48") square tube f/compost gate	04/14/2025	84.00
12095	Bomgaars Supply Inc	451269	extension hose, 2) plug, coupler	04/17/2025	116.96
12095	Bomgaars Supply Inc	454409	supplies f/Compost gate repairs	04/25/2025	107.18
1900	CHAMPLIN TIRE RECYCLING INC.	167848	Disposal 2.99 Tons tires	04/25/2025	568.10
3170	Fairbanks Scales, Inc.	1722492	Labor - R&R control board #1, load cell	04/07/2025	2,410.00
3170	Fairbanks Scales, Inc.	1722492	Supplies - control board #1, load cell	04/07/2025	2,942.81
12592	GENESIS CONTRACTING GROUP LLC	PMT 4	Site Entrance Facility	04/30/2025	109,008.00
12591	Interstate Power Systems, Inc	R023062641.01	Supplies - 8) hydraulic oil f/826	04/25/2025	737.68
12591	Interstate Power Systems, Inc	R023062668.01	Labor - hydraulic leak f/826	04/17/2025	393.75
12591	Interstate Power Systems, Inc	R023062668.01	Misc Charges	04/17/2025	96.16
12591	Interstate Power Systems, Inc	R023062713.01	Labor - regen f/826	04/23/2025	1,687.50
12591	Interstate Power Systems, Inc	R023062713.01	Misc Charges	04/23/2025	360.62
12591	Interstate Power Systems, Inc	R023062730.01	Labor - initial diag f/755	04/24/2025	450.00
12591	Interstate Power Systems, Inc	R023062730.01	Labor - R&R cac tubes, PM f/755	04/24/2025	956.25
12591	Interstate Power Systems, Inc	R023062730.01	Supplies - filters f/755	04/24/2025	393.08
12591	Interstate Power Systems, Inc	R023062730.01	Misc Charges	04/24/2025	300.52
12591	Interstate Power Systems, Inc	R023062758.01	Labor - R&R seat f/963	04/24/2025	956.25
12591	Interstate Power Systems, Inc	R023062758.01	Misc Charges	04/24/2025	204.35
5150	LAND SURVEY TECH INC.	4883	Survey - line btwn NE 1/4 & NW 1/4 Section 20 (3-6)	04/21/2025	550.00
6430	NMC, INC	CUI1475875	D6D Caterpillar Tractor	04/16/2025	587,300.00
6430	NMC, INC	CUI1475875	trade-in - D6T Caterpillar Tractor	04/16/2025	120,000.00-
11729	Nutrien Ag Solutions	56588988	Cam lock fittings f/leachate truck	04/15/2025	76.00
7060	O'REILLY AUTO PARTS	0749-466247	3) oil filter f/dump truck	04/14/2025	79.33
7060	O'REILLY AUTO PARTS	0749-467097	air filter f/755	04/17/2025	20.39
7060	O'REILLY AUTO PARTS	0749-467098 FY25	1) 1-gal mystery oil	04/17/2025	24.99
8260	SAPP BROTHERS	IN4712120	1,818.7 gal #2 Dyed Winter Diesel @ 2.674995	03/31/2025	4,865.02
8260	SAPP BROTHERS	IN4712121	350.4 gal #2 Dyed Winter Diesel @ 2.675	03/31/2025	937.32
11525	Sun Blockers	973316	Tint f/D6D	04/22/2025	800.00
1052	Travelers	3744C0129-B WC AUDIT 2	Workers Comp Audit 2023/2024	04/11/2025	1,700.00
9730	WALKER UNIFORM RENTAL	1402301	UNIFORM SERVICE	04/17/2025	41.06
9760	Westlake Ace Hardware	10355514	3 x 2' pvc pipe, 2) elbow, 2) adapter	04/15/2025	59.88
Total BASWA:					598,252.82
Total BEATRICE AREA SOLID WASTE AGNC:					598,252.82
CAPITAL IMP FUND					
CAPITAL IMPROVEMENTS-GENERAL					
11281	Black Hills Energy	4584289228-APR25	GAS SERVICE - 201 Cedar - April 2025	04/14/2025	55.83

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total CAPITAL IMPROVEMENTS-GENERAL:					55.83
Total CAPITAL IMP FUND:					55.83
SANITATION FUND					
980	BEATRICE IRON AND METAL CO	104444	white paint, 2) female coupler, 1) female plug	04/16/2025	43.29
980	BEATRICE IRON AND METAL CO	104445	fitting	04/16/2025	2.03
980	BEATRICE IRON AND METAL CO	104538	drain pan	04/19/2025	15.38
980	BEATRICE IRON AND METAL CO	104638	special wrench	04/23/2025	63.13
1350	BOARD OF PUBLIC WORKS	86-11608	MARS Postage - Apr 2025	04/30/2025	734.99
12103	Firststar Fiber Inc	0014938-IN	March 2025 Recycling Tipping fee	03/31/2025	4,921.88
12099	George Ulrick III Forklift Service	2906	Labor - R&R u-joints	04/21/2025	600.00
12099	George Ulrick III Forklift Service	2906	Supplies - u-joints	04/21/2025	279.70
5100	LAMMEL PLUMBING INC	82769	Labor - 1/2" water line leak	04/16/2025	196.00
5100	LAMMEL PLUMBING INC	82769	Supplies - 1/2" water line leak	04/16/2025	65.75
12084	One Source Parts, LLC	1035891	4" cam follower asy	04/21/2025	388.40
12084	One Source Parts, LLC	1035891	4" cam follower asy	04/21/2025	388.39
8260	SAPP BROTHERS	IN4724655	554.6 gal #2 Clear Summer Diesel @ 2.973998	04/16/2025	1,649.38
8260	SAPP BROTHERS	IN4729687	840.4 gal #2 Clear Summer Diesel @ 2.974005	04/23/2025	2,499.35
1052	Travelers	3744C0129-WC AUDIT 24	Workers Comp Audit 2023/2024	04/11/2025	4,106.00
11418	VISA	20081-M-MAR25 ADD	Ratchet straps	03/17/2025	30.96
Total :					15,984.63
Total SANITATION FUND:					15,984.63
Grand Totals:					817,047.99

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: PROJECT: APPLICATION NO: 4
 Beatrice Area Solid Waste Agency BASWA South MSW Landfill
 400 Ella Street Site Entrance Facility
 Beatrice, NE 68310
 FROM CONTRACTOR: VIA ENGINEER:
 Genesis Contracting Group Burns & McDonnell
 404 Hill Street 6909 South Lyncrest Place - Suite 120
 Lincoln NE. 68502 Sioux Falls, SD 57108
 CONTRACT FOR: New Construction

Distribution to:
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT/ENGINEER
 CONTRACTOR
 PERIOD TO: 4/30/2025
 APPLICATION DATE: 4/28/2025
 PROJECT NOS: 25-002
 CONTRACT DATE: January 6, 2025

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.

1. ORIGINAL CONTRACT SUM	\$	4,052,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,052,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	430,786.40
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	43,078.64
b. 10 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	43,078.64
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	387,707.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	278,699.76
8. CURRENT PAYMENT DUE	\$	109,008.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,664,292.24

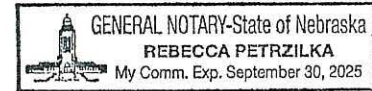
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

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.
 CONTRACTOR: Genesis Contracting Group LLC.

By: Casey [Signature] Date: 4/28/2025
 State of: Nebraska County of: _____
 Subscribed and sworn to before me this 28 day of April 25
 Notary Public: Rebecca [Signature]
 My Commission expires: 09-30-25

CERTIFICATE FOR PAYMENT

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



AMOUNT CERTIFIED \$ 109,008.00

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

ARCHITECT:
 By: Rebecca [Signature] Date: 4/30/2025
 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.

(18)

DESCRIPTION OF WORK	Current SCHEDULED VALUE	WORK COMPLETED THIS APPLICATION		WIP THIS PERIOD PLUS STORED	TOTAL COMPLETED AND STORED TO DATE	RETAINAGE THIS PERIOD	NET AMOUNT DUE THIS PERIOD	%	BALANCE TO FINISH	RETAINAGE	
		PREVIOUS APPLICATIONS	Work In Place								STORED MATERIAL
General Conditions	205,000.00	30,500.00	5,000.00	0.00	5,000.00	35,500.00	500.00	4,500.00	17.32%	169,500.00	3,550.00
Bond and Insurance	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.00	0.00	100.00%	0.00	8,500.00
Site Excavation and Grading	520,000.00	139,000.00	95,000.00	0.00	95,000.00	234,000.00	9,500.00	85,500.00	45.00%	286,000.00	23,400.00
Site Fencing	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
Landscaping/Seeding	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,000.00	0.00
Reinforcement	60,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	60,000.00	0.00
Foundation	175,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	175,000.00	0.00
Slab on Grade	180,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	180,000.00	0.00
Site Paving	350,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	350,000.00	0.00
Miscellaneous Steel	50,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	0.00
Steel Erection	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
Rough Carpentry	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
Finish Carpentry	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,500.00	0.00
Casework	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
Countertops	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
Metal Stud Framing and GWB	110,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	110,000.00	0.00
Frames Doors and Hardware	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00
Aluminum Frames and Glazing	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
Overhead Door	47,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	47,000.00	0.00
Acoustical Ceilings	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,500.00	0.00
Tiling	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
Flooring	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,000.00	0.00
Painting	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00
Concrete Floor Finishes	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
Specialties	8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,000.00	0.00
Fuel Tank	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
Storm Shelter	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
Scale	490,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	490,000.00	0.00
Roof Accessories	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
Insulated Metal Panels	300,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	300,000.00	0.00
PEMB Materials	220,000.00	55,166.40	0.00	0.00	0.00	55,166.40	0.00	0.00	25.08%	164,833.60	5,516.64
PEMB Erection	189,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	189,000.00	0.00
Site Utilites	70,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	70,000.00	0.00
Plumbing	235,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	235,000.00	0.00
HVAC	150,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	150,000.00	0.00
Electrical	265,000.00	0.00	0.00	21,120.00	21,120.00	21,120.00	2,112.00	19,008.00	7.97%	243,880.00	2,112.00
											0.00
GRANDTOTAL:	4,052,000.00	309,666.40	100,000.00	21,120.00	121,120.00	430,786.40	12,112.00	109,008.00	10.63%	3,621,213.60	43,078.64

(19)

APPLICATION AND CERTIFICATE FOR PAYMENT

Submitted To: GENESIS CONSTRUCTION
office@genesiscontractinggroup.com

Project: BASWA- Entrance facility

Application No: 1

Application Date: 4/22/2025

Submitted From: Plymouth Electric, Inc
Box 96 211 E Main
Plymouth Ne 68424

Architect

Period To: 4/22/2025

Project No:

Contract For Electrical

Contract Date:

RECEIVED
APR 23 2025
BASW
25-002 / 176

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner	Total		
APPROVED THIS MONTH			
NUMBER	DATE APPROVED		
TOTALS			

The undersigned Contractor certifies that to the best of the Contractors 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 Certificated for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Plymouth Electric Inc.

By: Craig Schoele Date: 4-22-2025

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

1	ORIGINAL CONTRACT SUM.....	\$	247,964.00
2	Net change by Change Orders.....	\$	-
3	CONTRACT SUM TO DATE (LINE 1+2.....)	\$	247,964.00 ✓
4	TOTAL COMPLETED & STORED TO DATE..	\$	21,120.00
	(Col G on G703)		
5	RETAINAGE:		
a.	10% of Completed Work	\$	2,112.00
	(Column D+E on G703)		
b.	10% of Stored Material	\$	-
	(Column F on G703)		
	Total Retainage (Line 5a + 5b or	\$	2,112.00
	Total in Column I of G703.....		
6	TOTAL EARNED LESS RETAINAGE.....	\$	19,008.00
	(Line 4 less Line 5 Total)		
7	LESS PREVIOUS CERTIFICATES FOR		
	PAYMENT (Line 6 prior Certificate)	\$	-
8	CURRENT PAYMENT DUE	\$	19,008.00
9	BALANCE TO FINISH, PLUS RETAINAGE.....	\$	228,956.00
	(Line 3 less Line 6)		

State of: Nebraska County of: Jefferson
Subscribed and sworn to before me this 4-22-2025
Notary Public: Dana S Upchurch
My commission expires: 11-20-2026
State of Nebraska - General Notary
DANA S UPCHURCH
My Commission Expires
November 20, 2026

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above 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..... \$
(Attach explanation if amount certified differs from the amount applied for.)
Architect:

BY _____ Date: _____

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 or the Owner or Contractor under this Contract

(20)

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

The undersigned has been paid and has received a progress payment(s) in the sum of **\$21,120.00 For Pay App# BASW** for stored materials furnished to **Genesis Contracting Group, LLC** for the project known as **BASWA Site Entrance Facility** and does hereby waive 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 April 22, 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.

Plymouth Electric, Inc (Subcontractor/ Supplier)

BY: Dina Upam

TITLE: Accounts Rec. Mgr

TYPE OF WORK: electrical



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group 1128 Lincoln Mall, Suite 200 Lincoln, NE, 68508	CONTACT NAME: Katie Lane PHONE (A/C, No, Ext): (402) 434-7200 E-MAIL ADDRESS: klane@unicogroup.com FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Atlantic States Insurance Company 22586 INSURER B : Accident Fund Insurance Co of America 10166 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Plymouth Electric & Automotive, Inc. P. O. Box 96 Plymouth, NE, 68424	

COVERAGES **CERTIFICATE NUMBER: 1745341185940** **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPA8901867	2/1/2025	2/1/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	1000129756	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CWA8901867	2/1/2025	2/1/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AF WCP 100123290	2/1/2025	2/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	Installation Floater			CPA8901867	2/1/2025	2/1/2026	Jobsite Limit	1,000,000
							Temp Loc/Transit Limit	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

See notes attached

CERTIFICATE HOLDER **CANCELLATION**

Genesis Contracting Group, LLC 404 Hill Street Lincoln, NE, 68502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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NOTES:

INSURED'S NAME Plymouth Electric & Automotive, Inc.

PAGE

Date 4/22/2025

Re: Project #172420, Beatrice Area Solid Waste Agency South Municipal Solid Waste Landfill. Stored materials for Fixtures @12,030.00, Other materials \$9,090.00. The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis including completed operations only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The Business Auto Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status on a primary and non-contributing basis only when there is a written contract between the named insured and the certificate holder/entity(ies) that requires such status. The General Liability, Business Auto Liability & Workers Compensation policies include blanket automatic waiver of subrogation endorsements that provide waiver in favor of the certificate holder/entity(ies) when required by written contract with the named insured prior to a loss. The Umbrella policy is following form. The blanket automatic endorsement(s) provide additional insured status and waiver of subrogation for Genesis Contracting Group, LLC, Beatrice Area Solid Waste Agency, Architect, Engineer and their agents, officers, directors and employees and against and all other parties as required by the Subcontract Documents as required by written contract.





Lithonia
P.O. 333565
C.I. Code: 18
Desc: LHQM
Qty: 6 Pcs
G.W: 11.8 Kg
N.W: 8.8 Kg
Meas: 510x465x295mm









AGENDA ITEM

Subject: Award of Bid for 2025 Corral Crossing Addition and 2025 Heritage Heights Addition, as recommended by BPW

For Agenda of: May 5, 2025

Exhibit(s):

Date Submitted: April 30, 2025

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 April 16, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Street Department Report of Claims in the amount of \$30,208.77, to the Mayor and City Council.
- f. Approval of Electric Department, Water Department, and WPC Department Report of Claims in the amount of \$1,147,580.88.
- g. Recommend award of Bid for the 2025 Corral Crossing Addition project to Van Kirk Brothers Contracting in the amount of \$979,364.75, to the Mayor and City Council.
- h. Recommend award of Bid for the 2025 Heritage Heights Addition project to Van Kirk Brothers Contracting in the amount of \$1,324,909.05, to the Mayor and City Council.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board eight (8) bids were received for the installation of storm sewer, sanitary sewer, street paving, and grading for Corral Crossing Addition and Heritage Heights Addition. The bids came in under the engineer's estimates and JEO Consulting Group, Inc., recommended awarding the bid for both projects to Van Kirk Brothers from Sutton, Nebraska. Tempelmeyer noted Van Kirk recently completed a redevelopment project in Geneva that JEO also oversaw. James Burroughs, City Engineer, noted he has previously worked with Van Kirk as well and had no concerns with JEO's recommendation. Boardmember Moran inquired when the project will begin, and Burroughs noted work is anticipated to begin in June. Tempelmeyer stated this work is anticipated to be completed by the end of October. Construction of homes may begin in November or Spring 2026 and there may be some spec homes built. Tempelmeyer noted the Mayor and City Council will determine the total cost of each lot.

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

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.



April 28, 2025

Attention: Tobias Tempelmeyer
City of Beatrice
400 Ella Street
Beatrice, NE 68310

RE: Bid Review & Recommendation
2025 Corral Crossing Addition
JEO Project No. 240608.02

Dear Tobias:

On July 24, 2025, bids were opened at 10 AM for the 2025 Corral Crossing Addition project. In summary, there were eight (8) bidders for this project. The low bidder was Van Kirk Brothers Contracting with a total bid for Groups A thru H of \$979,364.75 The next low bidder was R L Tiemann Construction, Inc. with a total bid of Groups A thru H of \$1,014,461.19 The Engineer's Opinion of Probable Cost was \$1,100,000.00 after the Addendums 1 and 2 were issued prior to bidding. The bid was reviewed for accuracy of and consistency in unit prices for scope of work specified, along with Contractor's experience. Tabulation of the bid is enclosed for your information and review.

In review of the bids received, it is recommended that the City of Beatrice award the project to Van Kirk Brothers Contracting as the corresponding lowest, responsible bidder. Upon the award of the project, we will notify the low-bid Contractor and prepare the contract for execution.

If you have any questions as we work through this process, please feel free to contact me at 402.474.8792 or by email at ikreikemeier@jeo.com.

Sincerely,

A handwritten signature in black ink that reads "Isaac Kreikemeier".

Isaac Kreikemeier, PE
Project Manager

Enclosures: Bid Tabulation



Bid Tab

PROJECT | 2025 Corral Crossing Addition

JEO PROJECT NO. | 240608.02

LOCATION | 400 Ella Street, Beatrice, NE 68310

LETTING | April 24, 2025 @ 10am

OPINION OF PROBABLE COST | \$1,100,000

Bidder	Total Base Bid (Phase 1) Groups A, B, C & D	Total Alternate Bid Group 1 (Phase 2) Groups E & F	Total Alternate Bid Group 2 (Phase 3) Groups G & H	Total Base Bid (Phase 1, 2 & 3) Groups A, B, C, D, E, F, G & H	Total Base Bid Excluding Sidewalk Removal Price	Start Date
Van Kirk Bros. Contracting Sutton, NE	\$643,509.85	\$117,681.80	\$218,173.10	\$979,364.75	\$964,758.55	August 15, 2025 or before
R L Tiemann Construction, Inc Beatrice, NE	\$661,224.84	\$127,258.30	\$225,978.05	<i>\$1,014,461.19</i>	<i>\$1,004,028.19</i>	June 2025
K2 Construction Lincoln, NE	\$630,975.20	\$141,485.00	\$251,706.80	\$1,024,167.00	\$1,012,690.70	July 1, 2025
M.E. Collins Contracting Co., Inc. Wahoo, NE	\$735,377.10	\$123,186.80	\$236,922.90	\$1,095,486.80	\$1,084,010.50	June 2025
Constructors Inc. Lincoln, NE	<i>\$730,540.79</i>	\$151,922.10	\$261,965.51	<i>\$1,144,428.40</i>	<i>\$1,161,851.51</i>	June 1, 2025
CL Construction LLC Lincoln, NE	<i>\$789,006.21</i>	<i>\$152,382.42</i>	\$290,909.58	<i>\$1,232,298.21</i>	<i>\$1,214,770.77</i>	June 1, 2025
Bauer Infrastructure, LLC Martell, NE	\$873,056.73	\$153,250.63	\$254,487.68	\$1,280,795.04	\$1,242,401.60	Summer 2025
Judds Brothers Construction Co. Lincoln, NE	\$1,009,075.35	\$148,443.40	\$289,374.08	\$1,446,892.83	\$1,426,026.83	May 12, 2025

**Numbers in italics indicate an irregularity in the contractor's original bid form*

(32)



Tab Sheet

PROJECT | 2025 Corral Crossing Addition

JEO PROJECT NO. | 240608.02

LOCATION | Beatrice, NE

				Van Kirk Bros	RL Tiemann Construction	K2 Construction	M.E. Collins Contracting Co	Constructors Inc	CL Construction	Bauer Infrastructure	Judds Bros Construction							
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	1	LS		\$13,000.00		\$19,000.00		\$20,000.00		\$3,300.00		\$10,928.21		\$21,360.42		\$18,698.67	\$20,000.00
2	Bonding and Insurance	1	LS		\$1,540.00		\$4,500.00		\$1,200.00		\$100.00		\$250.00		\$2,664.05		\$2,525.01	\$11,500.00
3	Construction Entrance	1	EA	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$2,170.00	\$2,170.00	\$6,936.21	\$6,936.21	\$6,960.14	\$6,960.14	\$5,668.31	\$5,668.31	\$3,250.00
4	Site Grading	7,250	CY	\$4.30	\$31,175.00	\$4.50	\$32,625.00	\$3.25	\$23,562.50	\$6.50	\$47,125.00	\$5.14	\$37,265.00	\$5.16	\$37,410.00	\$6.30	\$45,675.00	\$7.50
5	Excavation, Established Quantity	2,250	CY	\$6.25	\$14,062.50	\$6.38	\$14,355.00	\$10.40	\$23,400.00	\$23.40	\$52,650.00	\$7.47	\$16,807.50	\$7.50	\$16,875.00	\$16.24	\$36,540.00	\$51.00
6	Stripping and Topsoiling	6,600	CY	\$4.20	\$27,720.00	\$4.40	\$29,040.00	\$2.60	\$17,160.00	\$5.40	\$35,640.00	\$5.02	\$33,132.00	\$5.04	\$33,264.00	\$7.79	\$51,414.00	\$9.00
7	Silt Fence, High Porosity	31	LF	\$5.50	\$170.50	\$10.00	\$310.00	\$4.30	\$133.30	\$4.60	\$142.60	\$5.08	\$157.48	\$7.20	\$223.20	\$3.82	\$118.42	\$5.00
8	Silt Fence, Low Porosity	1,506	LF	\$3.50	\$5,271.00	\$3.25	\$4,894.50	\$3.90	\$5,873.40	\$3.20	\$4,819.20	\$3.53	\$5,316.18	\$4.02	\$6,054.12	\$3.84	\$5,783.04	\$3.00
9	Curb Inlet Protection	10	EA	\$220.00	\$2,200.00	\$250.00	\$2,500.00	\$165.00	\$1,650.00	\$245.00	\$2,450.00	\$269.08	\$2,690.80	\$270.01	\$2,700.10	\$301.89	\$3,018.90	\$250.00
10	Seeding, Fertilizer and Mulch	8	ACRE	\$220.00	\$1,760.00	\$1,500.00	\$12,000.00	\$715.00	\$5,720.00	\$1,386.00	\$11,088.00	\$1,524.77	\$12,198.16	\$2,700.05	\$21,600.40	\$1,925.13	\$15,401.04	\$1,300.00
11	Erosion Control Mat	1,130	SY	\$1.45	\$1,638.50	\$1.90	\$2,147.00	\$1.75	\$1,977.50	\$2.00	\$2,260.00	\$2.15	\$2,429.50	\$1.84	\$2,079.20	\$2.38	\$2,689.40	\$2.00
12	Rock Riprap, NDOR Type B	8	TONS	\$138.00	\$1,104.00	\$145.00	\$1,160.00	\$160.00	\$1,280.00	\$134.30	\$1,074.40	\$165.03	\$1,320.24	\$165.60	\$1,324.80	\$111.25	\$890.00	\$160.00
13	Remove and Relocate Sign	2	EA	\$100.00	\$200.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$110.00	\$220.00	\$150.00	\$300.00	\$120.00	\$240.00	\$187.93	\$375.86	\$250.00
14	Remove Tree	3	EA	\$532.00	\$1,596.00	\$650.00	\$1,950.00	\$950.00	\$2,850.00	\$180.00	\$540.00	\$636.22	\$1,908.66	\$638.41	\$1,915.23	\$932.05	\$2,796.15	\$1,600.00
TOTAL GROUP A					\$123,077.50		\$127,981.50		\$110,306.70		\$163,579.20		\$131,639.94		\$154,670.66		\$191,593.80	\$289,838.00

GROUP B - ROADWAY																		
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	1	LS		\$8,300.00		\$5,000.00		\$20,000.00		\$20,500.00		\$24,952.21		\$30,160.94		\$20,843.66	\$54,500.00
2	Bonding and Insurance	1	LS		\$3,450.00		\$9,500.00		\$3,000.00		\$100.00		\$250.00		\$5,575.31		\$8,416.71	\$3,500.00
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$1,300.00		\$4,350.00		\$2,152.62		\$6,000.12		\$6,011.94	\$3,000.00
4	Remove Sidewalk	10,433	SF	\$1.40	\$14,606.20	\$1.00	\$10,433.00	\$1.10	\$11,476.30	\$1.10	\$11,476.30	\$1.67	\$17,423.11	\$1.68	\$17,527.44	\$3.68	\$38,393.44	\$2.00
5	Remove Pavement	367	SY	\$14.00	\$5,138.00	\$9.00	\$3,303.00	\$12.00	\$4,404.00	\$10.90	\$4,000.30	\$16.74	\$6,143.58	\$16.80	\$6,165.60	\$11.03	\$4,048.01	\$10.00
6	Subgrade Preparation	3,128	SY	\$2.80	\$8,758.40	\$2.70	\$8,445.60	\$3.00	\$9,384.00	\$2.70	\$8,445.60	\$3.74	\$11,698.72	\$3.59	\$11,229.52	\$6.34	\$19,831.52	\$3.85
7	7" Concrete Pavement	3,128	SY	\$62.60	\$195,812.80	\$60.48	\$189,181.44	\$62.90	\$196,751.20	\$71.20	\$222,713.60	\$61.80	\$193,310.40	\$64.22	\$200,880.16	\$74.20	\$232,097.60	\$75.35
8	4" Concrete Sidewalk	9,395	SF	\$6.10	\$57,309.50	\$5.90	\$55,430.50	\$4.80	\$45,096.00	\$8.30	\$77,978.50	\$6.61	\$62,100.95	\$8.06	\$75,723.70	\$11.48	\$107,854.60	\$7.85
9	Detectable Warning Panels	112	SF	\$88.00	\$9,856.00	\$85.00	\$9,520.00	\$30.00	\$3,360.00	\$37.60	\$4,211.20	\$23.92	\$2,679.04	\$24.00	\$2,688.00	\$99.79	\$11,176.48	\$42.00
10	Concrete Curb and Gutter (24"-36" wide)	139	LF	\$31.05	\$4,315.95	\$22.00	\$3,058.00	\$38.00	\$5,282.00	\$49.40	\$6,866.60	\$59.14	\$8,220.46	\$35.03	\$4,869.17	\$31.03	\$4,313.17	\$45.00
11	Install Stop Sign with Street Sign and Post	3	EA	\$450.00	\$1,350.00	\$500.00	\$1,500.00	\$425.00	\$1,275.00	\$435.00	\$1,305.00	\$693.62	\$2,080.86	\$660.02	\$1,980.06	\$661.31	\$1,983.93	\$1,000.00
12	Adjust Valve Box to Grade	1	EA	\$311.00	\$311.00	\$300.00	\$300.00	\$250.00	\$250.00	\$418.00	\$418.00	\$193.62	\$193.62	\$225.33	\$225.33	\$262.06	\$262.06	\$350.00
13	Install End of Road Marker	6	EA	\$400.00	\$2,400.00	\$300.00	\$1,800.00	\$425.00	\$2,550.00	\$326.00	\$1,956.00	\$520.21	\$3,121.26	\$300.01	\$1,800.06	\$300.60	\$1,803.60	\$250.00
14	Concrete Header	64	LF	\$26.00	\$1,664.00	\$25.00	\$1,600.00	\$35.00	\$2,240.00	\$11.20	\$716.80	\$9.46	\$605.44	\$7.38	\$472.32	\$8.63	\$552.32	\$21.00
TOTAL GROUP B					\$315,071.85		\$301,071.54		\$306,368.50		\$365,037.90		\$334,932.27		\$365,297.73		\$457,589.04	\$424,177.35

GROUP C - STORM SEWER																		
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Mobilization	1	LS		\$19,000.00		\$22,500.00		\$5,000.00		\$7,770.00		\$26,309.74		\$26,400.74		\$11,197.35	\$10,000.00
2	Bonding and Insurance	1	LS		\$1,950.00		\$5,500.00		\$1,600.00		\$100.00		\$250.00		\$3,758.51		\$1,322.63	\$4,000.00
3	18" RCP, Class III	359	LF	\$55.25	\$19,834.75	\$57.90	\$20,786.10	\$76.00	\$27,284.00	\$72.10	\$25,883.90	\$67.87	\$24,365.33	\$68.01	\$24,415.59	\$75.21	\$27,000.39	\$100.00
4	24" RCP, Class III	85	LF	\$75.75	\$6,438.75	\$78.80	\$6,698.00	\$80.00	\$6,800.00	\$93.50	\$7,947.50	\$92.38	\$7,852.30	\$92.07	\$7,825.95	\$96.46	\$8,199.10	\$125.00
5	24" Round Equivalent (RE) RCP, Class III	82	LF	\$88.00	\$7,216.00	\$91.80	\$7,527.60	\$100.00	\$8,200.00	\$127.80	\$10,479.60	\$107.63	\$8,825.66	\$108.00	\$8,856.00	\$113.11	\$9,275.02	\$140.00
6	30" RCP, Class III	77	LF	\$93.50	\$7,199.50	\$99.00	\$7,623.00	\$100.00	\$7,700.00	\$120.60	\$9,286.20	\$116.00	\$8,932.00	\$116.40	\$8,962.80	\$119.50	\$9,201.50	\$145.00
7	18" RCP Flared End Section	1	EA	\$994.00	\$994.00	\$1,025.00	\$1,025.00	\$1,135.00	\$1,135.00	\$1,105.00	\$1,105.00	\$1,188.72	\$1,188.72	\$1,192.83	\$1,192.83	\$1,662.53	\$1,662.53	\$800.00
8	24" RCP Flared End Section	1	EA	\$1,228.00	\$1,228.00	\$1,250.00	\$1,250.00	\$1,375.00	\$1,375.00	\$1,399.00	\$1,399.00	\$1,468.55	\$1,468.55	\$1,473.64	\$1,473.64	\$1,880.64	\$1,880.64	\$950.00
9	30" RCP Flared End Section	1	EA	\$1,285.00	\$1,285.00	\$1,310.00	\$1,310.00	\$1,480.00	\$1,480.00	\$1,534.00	\$1,534.00	\$1,536.72	\$1,536.72	\$1,542.04	\$1,542.04	\$1,981.23	\$1,981.23	\$1,000.00
10	Curb Inlet (y=10')	9	EA	\$6,075.00	\$54,675.00	\$7,150.00	\$64,350.00	\$4,815.00	\$43,335.00	\$5,858.00	\$52,722.00	\$8,359.32	\$75,233.88	\$8,388.23	\$75,494.07	\$7,555.88	\$68,002.92	\$8,500.00

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				Van Kirk Bros		RL Tiemann Construction		K2 Construction		M.E. Collins Contracting Co		Constructors Inc		CL Construction		Bauer Infrastructure		Judds Bros Construction	
11	48" Dia. Storm Sewer Manhole	1	EA	\$5,198.00	\$5,198.00	\$5,495.00	\$5,495.00	\$7,160.00	\$7,160.00	\$5,485.00	\$5,485.00	\$6,429.15	\$6,429.15	\$6,451.38	\$6,451.38	\$5,540.42	\$5,540.42	\$7,500.00	\$7,500.00
12	Remove Storm Sewer Structure (< 6' deep)	2	EA	\$375.00	\$750.00	\$385.00	\$770.00	\$500.00	\$1,000.00	\$920.00	\$1,840.00	\$448.46	\$896.92	\$450.01	\$900.02	\$1,257.78	\$2,515.56	\$2,000.00	\$4,000.00
13	Connect to Existing Storm Sewer Structure	1	EA	\$735.00	\$735.00	\$750.00	\$750.00	\$850.00	\$850.00	\$727.00	\$727.00	\$878.98	\$878.98	\$882.02	\$882.02	\$2,184.63	\$2,184.63	\$3,000.00	\$3,000.00
14	Hydrodynamic Separator	1	EA	\$29,934.00	\$29,934.00	\$30,600.00	\$30,600.00	\$43,000.00	\$43,000.00	\$34,951.00	\$34,951.00	\$35,798.00	\$35,798.00	\$35,921.81	\$35,921.81	\$33,400.74	\$33,400.74	\$37,500.00	\$37,500.00
15	72" Dia. Storm Sewer Manhole	1	EA	\$6,025.00	\$6,025.00	\$6,600.00	\$6,600.00	\$8,000.00	\$8,000.00	\$5,485.00	\$5,485.00	\$7,663.32	\$7,663.32	\$7,689.82	\$7,689.82	\$2,905.97	\$2,905.97	\$7,000.00	\$7,000.00
TOTAL GROUP C				\$162,468.00		\$182,784.70		\$163,919.00		\$166,715.20		\$207,629.27		\$211,767.22		\$186,270.63		\$221,420.00	

GROUP D - SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$4,950.00		\$6,600.00		\$5,000.00		\$2,450.00		\$7,713.54		\$7,740.22		\$4,065.45		\$9,000.00
2	Bonding and Insurance	1	LS		\$540.00		\$1,500.00		\$500.00		\$100.00		\$250.00		\$985.83		\$601.19		\$1,500.00
3	8" PVC Sanitary Sewer Main, SDR 35	321	LF	\$49.50	\$15,889.50	\$53.60	\$17,205.60	\$61.00	\$19,581.00	\$51.40	\$16,499.40	\$62.78	\$20,152.38	\$63.00	\$20,223.00	\$38.92	\$12,493.32	\$80.00	\$25,680.00
4	4" PVC Sanitary Sewer Service, SDR 26	264	LF	\$40.00	\$10,560.00	\$43.90	\$11,589.60	\$50.00	\$13,200.00	\$41.80	\$10,982.40	\$51.42	\$13,574.88	\$51.60	\$13,622.40	\$42.99	\$11,349.36	\$90.00	\$23,760.00
5	48" Dia. Concrete Manhole	5	VF	\$882.00	\$4,410.00	\$1,127.10	\$5,635.50	\$1,300.00	\$6,500.00	\$800.00	\$4,000.00	\$1,321.47	\$6,607.35	\$1,326.04	\$6,630.20	\$978.08	\$4,890.40	\$1,300.00	\$6,500.00
6	10" x 4" Wye, PVC	12	EA	\$430.00	\$5,160.00	\$445.00	\$5,340.00	\$300.00	\$3,600.00	\$356.00	\$4,272.00	\$522.61	\$6,271.32	\$524.41	\$6,292.92	\$149.28	\$1,791.36	\$150.00	\$1,800.00
7	Remove 10" Sanitary Sewer Main	40	LF	\$16.50	\$660.00	\$17.00	\$680.00	\$25.00	\$1,000.00	\$22.50	\$900.00	\$19.73	\$789.20	\$19.80	\$792.00	\$22.86	\$914.40	\$60.00	\$2,400.00
8	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$836.40	\$836.40	\$1,000.00	\$1,000.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$3,000.00	\$3,000.00
TOTAL GROUP D					\$42,892.50		\$49,387.10		\$50,381.00		\$40,044.80		\$56,339.31		\$57,270.60		\$37,603.26		\$73,640.00

TOTAL BASE BID (PHASE 1) - GROUPS A, B, C & D				\$643,509.85		\$661,224.84		\$630,975.20		\$735,377.10		\$730,540.79		\$789,006.21		\$873,056.73		\$1,009,075.35	
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GROUP E - ROADWAY

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$2,475.00		\$2,500.00		\$8,850.00		\$4,100.00		\$11,299.25		\$10,665.81		\$12,177.73		\$14,500.00
2	Bonding and Insurance	1	LS		\$900.00		\$2,300.00		\$885.00		\$100.00		\$250.00		\$1,442.87		\$2,500.00		\$2,500.00
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$1,500.00		\$500.00		\$2,170.00		\$2,152.62		\$1,200.03		\$1,202.39		\$2,000.00
4	Subgrade Preparation	1,002	SY	\$2.80	\$2,805.60	\$2.70	\$2,705.40	\$4.00	\$4,008.00	\$2.70	\$2,705.40	\$3.74	\$3,747.48	\$3.78	\$3,787.56	\$3.45	\$3,456.90	\$3.85	\$3,857.70
5	7" Concrete Pavement	1,002	SY	\$62.60	\$62,725.20	\$60.48	\$60,600.96	\$75.00	\$75,150.00	\$71.20	\$71,342.40	\$69.44	\$69,578.88	\$69.38	\$69,518.76	\$79.53	\$79,689.06	\$75.35	\$75,500.70
6	Salvage End of Road Marker	3	EA	\$100.00	\$300.00	\$300.00	\$900.00	\$250.00	\$750.00	\$110.00	\$330.00	\$119.59	\$358.77	\$120.00	\$360.00	\$54.97	\$164.91	\$100.00	\$300.00
7	Install Stop Sign with Street Sign and Post	1	EA	\$450.00	\$450.00	\$500.00	\$500.00	\$750.00	\$750.00	\$430.00	\$430.00	\$693.63	\$693.63	\$660.02	\$660.02	\$661.31	\$661.31	\$1,000.00	\$1,000.00
TOTAL GROUP E					\$71,455.80		\$71,006.36		\$90,893.00		\$81,177.80		\$88,080.63		\$87,452.22		\$98,795.17		\$99,658.40

GROUP F - SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$4,950.00		\$6,600.00		\$7,500.00		\$2,500.00		\$7,713.54		\$7,740.22		\$20,222.34		\$2,000.00
2	Bonding and Insurance	1	LS		\$580.00		\$2,000.00		\$500.00		\$100.00		\$250.00		\$1,117.83		\$601.19		\$1,000.00
3	8" PVC Sanitary Sewer Main, SDR 35	124	LF	\$49.50	\$6,138.00	\$53.55	\$6,640.20	\$73.00	\$9,052.00	\$51.40	\$6,373.60	\$62.78	\$7,784.72	\$63.00	\$7,812.00	\$41.99	\$5,206.76	\$80.00	\$9,920.00
4	4" PVC Sanitary Sewer Service, SDR 26	309	LF	\$40.00	\$12,360.00	\$43.86	\$13,552.74	\$55.00	\$16,995.00	\$41.60	\$12,854.40	\$51.42	\$15,888.78	\$51.60	\$15,944.40	\$34.30	\$10,598.70	\$55.00	\$16,995.00
5	48" Dia. Concrete Manhole	21	VF	\$887.00	\$18,627.00	\$1,127.00	\$23,667.00	\$620.00	\$13,020.00	\$800.00	\$16,800.00	\$1,321.47	\$27,760.87	\$1,326.04	\$27,846.84	\$719.61	\$15,111.81	\$770.00	\$16,170.00
6	10" x 4" Wye, PVC	4	EA	\$430.00	\$1,720.00	\$445.00	\$1,780.00	\$300.00	\$1,200.00	\$330.00	\$1,320.00	\$522.61	\$2,090.44	\$524.41	\$2,097.64	\$152.11	\$608.44	\$150.00	\$600.00
7	8" x 4" Wye, PVC	4	EA	\$282.00	\$1,128.00	\$294.00	\$1,176.00	\$160.00	\$640.00	\$305.00	\$1,220.00	\$345.62	\$1,382.48	\$346.81	\$1,387.24	\$152.11	\$608.44	\$150.00	\$600.00
8	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$836.00	\$836.00	\$1,685.00	\$1,685.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$1,500.00	\$1,500.00
TOTAL GROUP F					\$46,226.00		\$56,251.94		\$50,592.00		\$42,009.00		\$63,841.47		\$64,930.20		\$54,455.46		\$48,785.00

TOTAL ALTERNATE BID GROUP 1 (PHASE 2) GROUPS E & F				\$117,681.80		\$127,258.30		\$141,485.00		\$123,186.80		\$151,922.10		\$152,382.42		\$153,250.63		\$148,443.40	
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GROUP G - ROADWAY

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$2,475.00		\$2,500.00		\$8,850.00		\$7,200.00		\$11,569.18		\$25,030.42		\$15,711.14		\$32,000.00
2	Bonding and Insurance	1	LS		\$2,100.00		\$5,000.00		\$1,890.00		\$100.00		\$250.00		\$3,184.89		\$1,202.39		\$3,000.00

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			Van Kirk Bros		RL Tiemann Construction		K2 Construction		M.E. Collins Contracting Co		Constructors Inc		CL Construction		Bauer Infrastructure		Judds Bros Construction		
3	Temporary Traffic Control Measures	1	LS	\$1,800.00	\$1,800.00	\$1,500.00	\$500.00	\$500.00	\$2,170.00	\$2,170.00	\$2,152.62	\$1,200.03	\$1,200.03	\$1,202.39	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	
4	Subgrade Preparation	2,195	SY	\$2.80	\$6,146.00	\$2.70	\$5,926.50	\$4.00	\$8,780.00	\$2.70	\$5,926.50	\$3.74	\$8,209.30	\$3.78	\$8,297.10	\$5.95	\$13,060.25	\$3.85	\$8,450.75
5	7" Concrete Pavement	2,195	SY	\$62.60	\$137,407.00	\$60.48	\$132,753.60	\$72.60	\$159,357.00	\$71.20	\$156,284.00	\$64.08	\$140,655.60	\$75.47	\$165,656.65	\$72.79	\$159,774.05	\$75.35	\$165,393.25
6	4" Concrete Sidewalk	1,456	SF	\$6.10	\$8,861.60	\$5.90	\$8,590.40	\$4.80	\$6,988.80	\$8.30	\$12,084.80	\$16.07	\$23,397.92	\$7.34	\$10,687.04	\$10.00	\$14,560.00	\$8.43	\$12,274.08
7	Concrete Curb and Gutter (24"-36" wide)	22	LF	\$31.00	\$682.00	\$30.00	\$660.00	\$38.00	\$836.00	\$49.40	\$1,086.80	\$59.09	\$1,299.98	\$54.78	\$1,205.16	\$43.51	\$957.22	\$45.00	\$990.00
8	Detectable Warning Panels	48	SF	\$88.00	\$4,224.00	\$85.00	\$4,080.00	\$30.00	\$1,440.00	\$37.60	\$1,804.80	\$23.92	\$1,148.16	\$24.00	\$1,152.00	\$99.79	\$4,789.92	\$42.00	\$2,016.00
9	Install Stop Sign with Street Sign and Post	2	EA	\$580.00	\$1,160.00	\$500.00	\$1,000.00	\$425.00	\$850.00	\$430.00	\$860.00	\$693.62	\$1,387.24	\$660.02	\$1,320.04	\$661.32	\$1,322.64	\$1,000.00	\$2,000.00
10	Adjust Valve Box to Grade	1	EA	\$310.00	\$310.00	\$300.00	\$300.00	\$250.00	\$250.00	\$418.00	\$418.00	\$193.62	\$193.62	\$225.33	\$225.33	\$214.77	\$214.77	\$350.00	\$350.00
11	Salvage End of Road Marker	3	EA	\$100.00	\$300.00	\$300.00	\$900.00	\$250.00	\$750.00	\$110.00	\$330.00	\$119.59	\$358.77	\$120.00	\$360.00	\$31.49	\$94.47	\$100.00	\$300.00
TOTAL GROUP G				\$165,485.60	\$163,210.50	\$190,491.80	\$188,264.90	\$190,622.99	\$218,318.66	\$212,889.24	\$229,274.08								

GROUP H – SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,775.00		\$7,500.00		\$5,000.00		\$2,500.00		\$8,700.16		\$8,730.25		\$3,533.26		\$2,500.00
2	Bonding and Insurance	1	LS		\$660.00		\$2,000.00		\$585.00		\$100.00		\$250.00		\$1,250.44		\$149.10		\$1,200.00
3	8" PVC Sanitary Sewer Main, SDR 35	285	LF	\$49.50	\$14,107.50	\$53.55	\$15,261.75	\$78.00	\$22,230.00	\$51.40	\$14,649.00	\$62.78	\$17,892.30	\$63.00	\$17,955.00	\$38.42	\$10,949.70	\$80.00	\$22,800.00
4	4" PVC Sanitary Sewer Service, SDR 26	330	LF	\$40.00	\$13,200.00	\$43.86	\$14,473.80	\$55.00	\$18,150.00	\$41.60	\$13,728.00	\$51.42	\$16,968.60	\$51.60	\$17,028.00	\$22.77	\$7,514.10	\$50.00	\$16,500.00
5	48" Dia. Concrete Manhole	18	VF	\$887.00	\$15,966.00	\$1,130.00	\$20,340.00	\$725.00	\$13,050.00	\$800.00	\$14,400.00	\$1,321.47	\$23,786.46	\$1,326.04	\$23,868.72	\$930.81	\$16,754.58	\$800.00	\$14,400.00
6	8" x 4" Wye, PVC	8	EA	\$282.00	\$2,256.00	\$294.00	\$2,352.00	\$150.00	\$1,200.00	\$305.00	\$2,440.00	\$345.62	\$2,764.96	\$346.81	\$2,774.48	\$149.99	\$1,199.92	\$150.00	\$1,200.00
7	Connect to Existing Sanitary Sewer Main	1	EA	\$723.00	\$723.00	\$840.00	\$840.00	\$1,000.00	\$1,000.00	\$841.00	\$841.00	\$980.64	\$980.64	\$984.03	\$984.03	\$1,497.78	\$1,497.78	\$1,500.00	\$1,500.00
TOTAL GROUP H				\$52,687.50	\$62,767.55	\$61,215.00	\$48,658.00	\$71,343.12	\$72,590.92	\$41,598.44	\$60,100.00								

TOTAL ALTERNATE BID GROUP 2 (PHASE 3) GROUPS G & H	\$218,173.10	\$225,978.05	\$251,706.80	\$236,922.90	\$261,965.51	\$290,909.58	\$254,467.68	\$289,374.08
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TOTAL BID (PHASE 1, 2 & 3) - GROUPS A, B, C, D, E, F, G & H	\$979,364.75	\$1,014,461.19	\$1,024,167.00	\$1,095,486.80	#####	#####	\$1,280,795.04	\$1,446,892.83
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(35)



AGENDA ITEM

Subject: Award of Bid for 2025 Corral Crossing Addition and 2025 Heritage Heights Addition, as recommended by BPW

For Agenda of: May 5, 2025

Exhibit(s):

Date Submitted: April 30, 2025

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 April 16, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Street Department Report of Claims in the amount of \$30,208.77, to the Mayor and City Council.
- f. Approval of Electric Department, Water Department, and WPC Department Report of Claims in the amount of \$1,147,580.88.
- g. Recommend award of Bid for the 2025 Corral Crossing Addition project to Van Kirk Brothers Contracting in the amount of \$979,364.75, to the Mayor and City Council.
- h. Recommend award of Bid for the 2025 Heritage Heights Addition project to Van Kirk Brothers Contracting in the amount of \$1,324,909.05, to the Mayor and City Council.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board eight (8) bids were received for the installation of storm sewer, sanitary sewer, street paving, and grading for Corral Crossing Addition and Heritage Heights Addition. The bids came in under the engineer's estimates and JEO Consulting Group, Inc., recommended awarding the bid for both projects to Van Kirk Brothers from Sutton, Nebraska. Tempelmeyer noted Van Kirk recently completed a redevelopment project in Geneva that JEO also oversaw. James Burroughs, City Engineer, noted he has previously worked with Van Kirk as well and had no concerns with JEO's recommendation. Boardmember Moran inquired when the project will begin, and Burroughs noted work is anticipated to begin in June. Tempelmeyer stated this work is anticipated to be completed by the end of October. Construction of homes may begin in November or Spring 2026 and there may be some spec homes built. Tempelmeyer noted the Mayor and City Council will determine the total cost of each lot.

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

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.



April 28, 2025

Attention: Tobias Tempelmeyer
City of Beatrice
400 Ella Street
Beatrice, NE 68310

RE: Bid Review & Recommendation
2025 Heritage Heights Addition
JEO Project No. 240608.01

Dear Tobias:

On July 24, 2025, bids were opened at 10 AM for the 2025 Heritage Heights Addition project. In summary, there were eight (8) bidders for this project. The low bidder was Van Kirk Brothers Contracting with a total bid for Groups A thru F of \$1,324,909.05. The next low bidder was R L Tiemann Construction, Inc. with a total bid of Groups A thru F of \$1,369,011.19. The Engineer's Opinion of Probable Cost was \$1,450,000.00 after the Addendums 1 and 2 were issued prior to bidding. The bid was reviewed for accuracy of and consistency in unit prices for scope of work specified, along with Contractor's experience. Tabulation of the bid is enclosed for your information and review.

In review of the bids received, Van Kirk Brothers Contracting had acknowledged both Addendums 1 and 2, but they used the incorrect bid form that was changed from Addendum 2. Item 14 of Group C was missing from their bid form, hence JEO inserted a \$0.00 unit price associated with that item. Van Kirk Brothers Contracting did use the correct bid form for the Corral Crossing Addition project, and the unit price for Item 14 of Group C was \$6,025.00. If this unit price is applied to the Heritage Heights Addition project, Van Kirk Brothers Contracting would still be the low bidder by the amount of \$38,077.14. It is recommended that the City of Beatrice award the project to Van Kirk Brothers Contracting as the corresponding lowest, responsible bidder. Upon the award of the project, we will notify the low-bid Contractor and prepare the contract for execution.

If you have any questions as we work through this process, please feel free to contact me at 402.474.8792 or by email at ikreikemeier@jeo.com.

Sincerely,

A handwritten signature in black ink that reads "Isaac Kreikemeier".

Isaac Kreikemeier, PE
Project Manager

Enclosures: Bid Tabulation



Bid Tab

PROJECT | 2025 Heritage Heights Addition

JEO PROJECT NO. | 240608.01

LOCATION | 400 Ella Street, Beatrice, NE 68310

LETTING | April 24, 2025 @ 10am

OPINION OF PROBABLE COST | \$1,450,000

Bidder	Total Base Bid (Phase 1) Groups A, B, C & D	Total Alternate Bid Group 1 (Phase 2) Groups E & F	Total Base Bid (Phase 1 & 2) Groups A, B, C, D, E & F	Total Base Bid Excluding Sidewalk Removal Price	Start Date
Van Kirk Bros. Contracting Sutton, NE	<i>\$1,123,594.35</i>	\$201,314.70	<i>\$1,324,909.05</i>	<i>\$1,317,027.05</i>	July 1, 2025 or before
R L Tiemann Construction, Inc Beatrice, NE	<i>\$1,171,801.77</i>	\$197,209.42	<i>\$1,369,011.19</i>	<i>\$1,363,381.19</i>	June 2025
M.E. Collins Contracting Co., Inc. Wahoo, NE	<i>\$1,230,698.30</i>	\$219,631.70	<i>\$1,450,330.00</i>	<i>\$1,441,885.00</i>	June 2025
Constructors Inc. Lincoln, NE	<i>\$1,249,395.85</i>	\$224,462.43	<i>\$1,473,858.28</i>	<i>\$1,464,625.08</i>	June 1, 2025
K2 Construction Lincoln, NE	<i>\$1,359,811.15</i>	\$214,088.00	<i>\$1,573,899.15</i>	<i>\$1,567,424.65</i>	July 1, 2025
CL Construction LLC Lincoln, NE	<i>\$1,385,599.37</i>	\$250,873.11	<i>\$1,636,472.48</i>	<i>\$1,627,014.08</i>	June 1, 2025
Judds Brothers Construction Co. Lincoln, NE	<i>\$1,529,583.50</i>	\$258,146.00	<i>\$1,787,729.50</i>	<i>\$1,776,469.50</i>	May 15 2025
Bauer Infrastructure, LLC Martell, NE	<i>\$1,588,714.62</i>	\$243,276.62	<i>\$1,831,991.24</i>	<i>\$1,806,881.44</i>	Summer 2025

** Numbers in italics indicate an irregularity in the contractor's original bid form*

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Tab Sheet

PROJECT | 2025 Heritage Heights Addition

JEO PROJECT NO. | 240608.01

LOCATION | Beatrice, NE

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$39,750.00		\$56,000.00		\$52,240.00		\$44,343.49		\$20,000.00		\$60,600.22		\$3,000.00		\$12,680.75
2	Bonding and Insurance	1	LS		\$6,725.00		\$20,000.00		\$100.00		\$250.00		\$7,500.00		\$11,298.64		\$10,000.00		\$4,865.00
3	Construction Entrance	1	EA	\$5,800.00	\$5,800.00	\$2,500.00	\$2,500.00	\$2,952.00	\$2,952.00	\$6,801.08	\$6,801.08	\$5,000.00	\$5,000.00	\$6,960.03	\$6,960.03	\$3,500.00	\$3,500.00	\$5,655.03	\$5,655.03
4	Site Grading	2,200	CY	\$4.75	\$10,450.00	\$4.85	\$10,670.00	\$5.20	\$11,440.00	\$5.57	\$12,254.00	\$3.25	\$7,150.00	\$5.70	\$12,540.00	\$6.00	\$13,200.00	\$6.08	\$13,376.00
5	Earthwork Measured in Embankment (Established Quantity)	32,100	CY	\$12.85	\$412,485.00	\$13.20	\$423,720.00	\$14.00	\$449,400.00	\$15.07	\$483,747.00	\$21.65	\$694,965.00	\$15.42	\$494,982.00	\$20.75	\$666,075.00	\$19.62	\$629,802.00
6	Stripping and Topsoiling	12,995	CY	\$2.30	\$29,888.50	\$2.35	\$30,538.25	\$2.50	\$32,487.50	\$2.70	\$35,086.50	\$2.60	\$33,787.00	\$2.76	\$35,866.20	\$3.50	\$45,482.50	\$12.65	\$164,386.75
7	Silt Fence, Low Porosity	1,786	LF	\$3.50	\$6,251.00	\$3.25	\$5,804.50	\$3.20	\$5,715.20	\$3.46	\$6,179.56	\$3.05	\$5,447.30	\$5.40	\$9,644.40	\$3.00	\$5,358.00	\$3.45	\$6,161.70
8	Silt Fence, High Porosity	30	LF	\$5.50	\$165.00	\$10.00	\$300.00	\$4.60	\$138.00	\$4.98	\$149.40	\$4.80	\$144.00	\$12.00	\$360.00	\$4.50	\$135.00	\$8.95	\$268.50
9	Curb Inlet Protection	8	EA	\$220.00	\$1,760.00	\$250.00	\$2,000.00	\$245.00	\$1,960.00	\$263.84	\$2,110.72	\$165.00	\$1,320.00	\$360.00	\$2,880.00	\$225.00	\$1,800.00	\$328.63	\$2,629.04
10	Erosion Control Mat	2,011	SY	\$1.45	\$2,915.95	\$1.90	\$3,820.90	\$2.00	\$4,022.00	\$2.11	\$4,243.21	\$1.75	\$3,519.25	\$3.00	\$6,033.00	\$2.00	\$4,022.00	\$1.92	\$3,861.12
11	Seeding, Fertilizer and Mulch	7	ACRE	\$2,200.00	\$15,400.00	\$1,400.00	\$9,800.00	\$1,584.00	\$11,088.00	\$1,495.07	\$10,465.49	\$715.00	\$5,005.00	\$1,800.01	\$12,600.07	\$1,300.00	\$9,100.00	\$2,721.02	\$19,047.14
12	Rock Riprap, NDOR Type B	8	TONS	\$138.00	\$1,104.00	\$140.00	\$1,120.00	\$134.30	\$1,074.40	\$161.82	\$1,294.56	\$160.00	\$1,280.00	\$180.00	\$1,440.00	\$106.00	\$848.00	\$91.90	\$735.20
13	Remove Existing Gas Line	500	LF	\$8.00	\$4,000.00	\$8.50	\$4,250.00	\$8.70	\$4,350.00	\$9.38	\$4,690.00	\$6.40	\$3,200.00	\$14.40	\$7,200.00	\$40.00	\$20,000.00	\$1.30	\$650.00
14	Remove Fence	19	LF	\$3.75	\$71.25	\$4.00	\$76.00	\$4.10	\$77.90	\$4.40	\$83.60	\$19.00	\$361.00	\$4.50	\$85.50	\$74.00	\$1,406.00	\$29.75	\$565.25
15	Remove Tree	2	EA	\$605.00	\$1,210.00	\$740.00	\$1,480.00	\$658.00	\$1,316.00	\$709.43	\$1,418.86	\$955.00	\$1,910.00	\$726.00	\$1,452.00	\$2,050.00	\$4,100.00	\$613.83	\$1,227.65
TOTAL GROUP A					\$537,975.70		\$572,079.65		\$578,361.00		\$613,117.47		\$790,588.55		\$663,942.06		\$788,026.50		\$865,911.14

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$15,150.00		\$10,000.00		\$29,600.00		\$30,159.40		\$20,000.00		\$37,980.50		\$25,000.00		\$45,250.92
2	Bonding and Insurance	1	LS		\$4,275.00		\$10,000.00		\$100.00		\$250.00		\$1,500.00		\$6,048.02		\$3,500.00		\$9,121.87
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$3,260.00		\$2,110.68		\$1,950.00		\$7,200.03		\$3,300.00		\$7,209.21
4	Remove Sidewalk	5,630	SF	\$1.40	\$7,882.00	\$1.00	\$5,630.00	\$1.50	\$8,445.00	\$1.64	\$9,233.20	\$1.15	\$6,474.50	\$1.68	\$9,458.40	\$2.00	\$11,260.00	\$4.46	\$25,109.80
5	Remove Pavement	277	SY	\$14.00	\$3,878.00	\$9.00	\$2,493.00	\$15.20	\$4,210.40	\$16.42	\$4,548.34	\$12.00	\$3,324.00	\$16.80	\$4,653.60	\$11.00	\$3,047.00	\$11.93	\$3,304.61
6	Remove driveway	112	SY	\$16.00	\$1,792.00	\$9.00	\$1,008.00	\$17.40	\$1,948.80	\$18.76	\$2,101.12	\$12.00	\$1,344.00	\$19.20	\$2,150.40	\$11.00	\$1,232.00	\$19.14	\$2,143.68
7	Remove Curb and Gutter	131	LF	\$14.50	\$1,899.50	\$3.00	\$393.00	\$15.80	\$2,069.80	\$17.00	\$2,227.00	\$4.00	\$524.00	\$17.40	\$2,279.40	\$11.00	\$1,441.00	\$16.67	\$2,183.77
8	Remove Detectable Warning Panels	3	EA	\$54.00	\$162.00	\$250.00	\$750.00	\$58.70	\$176.10	\$55.50	\$166.50	\$15.00	\$45.00	\$64.80	\$194.40	\$215.00	\$645.00	\$120.15	\$360.45
9	Subgrade Preparation	3,620	SY	\$2.80	\$10,136.00	\$2.75	\$9,955.00	\$2.70	\$9,774.00	\$3.87	\$13,285.40	\$2.85	\$10,317.00	\$3.78	\$13,683.60	\$4.00	\$14,480.00	\$6.59	\$23,855.80
10	7" Concrete Pavement	3,507	SY	\$65.50	\$229,708.50	\$60.48	\$212,103.36	\$71.20	\$249,698.40	\$61.20	\$214,628.40	\$64.30	\$225,500.10	\$71.32	\$250,119.24	\$81.00	\$284,067.00	\$74.37	\$260,815.59
11	6" Concrete Driveway	113	SY	\$58.50	\$6,610.50	\$56.52	\$6,386.76	\$76.70	\$8,667.10	\$78.43	\$8,862.59	\$71.00	\$8,023.00	\$80.33	\$9,077.29	\$75.00	\$8,475.00	\$68.44	\$7,733.72
12	4" Concrete Sidewalk	6,980	SF	\$6.10	\$42,578.00	\$5.90	\$41,182.00	\$8.30	\$57,934.00	\$6.48	\$45,230.40	\$4.80	\$33,504.00	\$6.98	\$48,720.40	\$7.50	\$52,350.00	\$9.33	\$65,123.40
13	Concrete Curb and Gutter (24" 36" wide)	131	LF	\$18.65	\$2,443.15	\$25.00	\$3,275.00	\$49.40	\$6,471.40	\$15.43	\$2,021.33	\$38.00	\$4,978.00	\$35.85	\$4,696.35	\$45.00	\$5,895.00	\$26.60	\$3,484.60
14	Detectable Warning Panels	104	SF	\$88.00	\$9,152.00	\$85.00	\$8,840.00	\$37.60	\$3,910.40	\$28.66	\$2,980.64	\$30.00	\$3,120.00	\$36.00	\$3,744.00	\$45.00	\$4,680.00	\$24.93	\$2,592.72
15	Install Stop Sign with Street Sign and Post	3	EA	\$580.00	\$1,740.00	\$500.00	\$1,500.00	\$430.00	\$1,290.00	\$680.11	\$2,040.33	\$420.00	\$1,260.00	\$660.00	\$1,980.00	\$1,000.00	\$3,000.00	\$660.84	\$1,982.52
16	Install End of Road Marker	3	EA	\$435.00	\$1,305.00	\$500.00	\$1,500.00	\$330.00	\$990.00	\$510.08	\$1,530.24	\$420.00	\$1,260.00	\$300.00	\$900.00	\$250.00	\$750.00	\$300.38	\$901.14
17	Concrete Header	32	LF	\$26.00	\$832.00	\$30.00	\$960.00	\$11.20	\$358.40	\$9.28	\$296.96	\$35.00	\$1,120.00	\$10.57	\$338.24	\$21.00	\$672.00	\$9.15	\$292.80
TOTAL GROUP B					\$341,343.65		\$317,976.12		\$388,903.80		\$341,672.53		\$324,243.60		\$403,223.87		\$423,794.00		\$461,466.60

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$19,450.00		\$24,000.00		\$8,180.00		\$25,035.03		\$5,000.00		\$25,620.09		\$6,000.00		\$14,795.40
2	Bonding and Insurance	1	LS		\$1,750.00		\$5,000.00		\$100.00		\$250.00		\$1,000.00		\$3,274.21		\$4,000.00		\$1,824.37
3	18" RCP, Class III	209	LF	\$54.00	\$11,286.00	\$57.00	\$11,913.00	\$72.10	\$15,068.90	\$65.67	\$13,725.03	\$76.00	\$15,884.00	\$67.20	\$14,044.80	\$82.00	\$17,138.00	\$69.31	\$14,485.79
4	24" RCP, Class III	345	LF	\$70.00	\$24,150.00	\$79.50	\$27,427.50	\$93.50	\$32,257.50	\$91.46	\$31,553.70	\$78.00	\$26,910.00	\$96.30	\$33,223.50	\$100.00	\$34,500.00	\$86.20	\$29,739.00
5	18" RCP Flared End Section	1	EA	\$994.00	\$994.00	\$1,025.00	\$1,025.00	\$1,105.00	\$1,105.00	\$1,165.56	\$1,165.56	\$1,135.00	\$1,135.00	\$1,192.80	\$1,192.80	\$750.00	\$750.00	\$1,667.66	\$1,667.66
6	24" RCP Flared End Section	1	EA	\$1,228.00	\$1,228.00	\$1,250.00	\$1,250.00	\$1,399.00	\$1,399.00	\$1,439.95	\$1,439.95	\$1,370.00	\$1,370.00	\$1,473.61	\$1,473.61	\$900.00	\$900.00	\$1,885.67	\$1,885.67
7	Curb Inlet (y=10')	8	EA	\$6,115.00	\$48,920.00	\$7,200.00	\$57,600.00	\$5,786.00	\$46,288.00	\$8,231.66	\$65,853.28	\$4,685.00	\$37,480.00	\$8,424.03	\$67,392.24	\$7,000.00	\$56,000.00	\$7,566.82	\$60,534.56

(3)

				Van Kirk Bros		RL Tiemann Construction		M.E. Collins Contracting Co		Constructors Inc		K2 Construction		CL Construction		Judd Bros		Bauer Infrastructure LLC	
8	48" Dia. Storm Sewer Manhole	1	EA	\$4,693.00	\$4,693.00	\$5,430.00	\$5,430.00	\$4,174.00	\$4,174.00	\$6,244.10	\$6,244.10	\$6,650.00	\$6,650.00	\$6,390.02	\$6,390.02	\$5,800.00	\$5,800.00	\$5,838.47	\$5,838.47
9	Connect to Existing Storm Sewer Pipe	2	EA	\$735.00	\$1,470.00	\$750.00	\$1,500.00	\$678.00	\$1,356.00	\$861.86	\$1,723.72	\$850.00	\$1,700.00	\$882.00	\$1,764.00	\$4,000.00	\$8,000.00	\$389.49	\$778.98
10	Remove CMP Storm Sewer Pipe	12	LF	\$14.00	\$168.00	\$14.30	\$171.60	\$24.50	\$294.00	\$16.42	\$197.04	\$55.00	\$660.00	\$16.80	\$201.60	\$40.00	\$480.00	\$40.78	\$489.36
11	Remove CMP Storm Sewer FES	2	EA	\$115.00	\$230.00	\$117.00	\$234.00	\$153.00	\$306.00	\$134.85	\$269.70	\$250.00	\$500.00	\$138.00	\$276.00	\$180.00	\$360.00	\$353.45	\$706.90
12	Remove Storm Sewer Structure (< 6' deep)	2	EA	\$275.00	\$550.00	\$280.00	\$560.00	\$920.00	\$1,840.00	\$322.47	\$644.94	\$500.00	\$1,000.00	\$330.00	\$660.00	\$2,000.00	\$4,000.00	\$1,225.24	\$2,450.48
13	Hydrodynamic Separator	1	EA	\$27,250.00	\$27,250.00	\$25,041.00	\$25,041.00	\$28,017.00	\$28,017.00	\$28,787.37	\$28,787.37	\$35,000.00	\$35,000.00	\$29,460.11	\$29,460.11	\$30,000.00	\$30,000.00	\$33,386.19	\$33,386.19
14	72" Dia. Storm Sewer Manhole	1	EA	\$0.00	\$0.00	\$5,380.50	\$5,380.50	\$4,174.00	\$4,174.00	\$6,185.48	\$6,185.48	\$9,100.00	\$9,100.00	\$0.00	\$0.00	\$8,500.00	\$8,500.00	\$2,561.56	\$2,561.56
TOTAL GROUP C					\$142,139.00		\$166,532.60		\$144,559.40		\$183,074.90		\$143,389.00		\$184,972.98		\$176,428.00		\$171,144.39

GROUP D - SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$8,900.00		\$11,750.00		\$12,340.00		\$15,986.60		\$5,000.00		\$13,620.05		\$6,000.00		\$12,278.73
2	Bonding and Insurance	1	LS		\$1,275.00		\$3,500.00		\$100.00		\$250.00		\$750.00		\$2,295.61		\$3,000.00		\$1,824.72
3	8" PVC Sanitary Sewer Main, SDR 35	729	LF	\$48.00	\$34,992.00	\$53.00	\$38,637.00	\$56.50	\$41,188.50	\$52.42	\$38,214.18	\$55.00	\$40,095.00	\$62.40	\$45,489.60	\$75.00	\$54,675.00	\$41.79	\$30,464.91
4	4" PVC Sanitary Sewer Service, SDR 26	587	LF	\$40.00	\$23,480.00	\$45.00	\$26,415.00	\$47.80	\$28,058.60	\$40.31	\$23,661.97	\$50.00	\$29,350.00	\$52.80	\$30,993.60	\$70.00	\$41,090.00	\$32.06	\$18,819.22
5	48" Dia. Concrete Manhole	40	VF	\$724.00	\$28,960.00	\$750.00	\$30,000.00	\$801.00	\$32,040.00	\$674.69	\$26,987.60	\$570.00	\$22,800.00	\$884.40	\$35,376.00	\$750.00	\$30,000.00	\$541.95	\$21,678.00
6	8" x 4" Wye, PVC	12	EA	\$282.00	\$3,384.00	\$300.00	\$3,600.00	\$314.00	\$3,768.00	\$182.24	\$2,186.88	\$150.00	\$1,800.00	\$346.80	\$4,161.60	\$180.00	\$2,160.00	\$146.87	\$1,762.44
7	8" Cap, PVC	1	EA	\$90.00	\$90.00	\$100.00	\$100.00	\$98.00	\$98.00	\$57.04	\$57.04	\$45.00	\$45.00	\$108.00	\$108.00	\$60.00	\$60.00	\$45.97	\$45.97
8	Connect to Existing Sanitary Sewer Main	1	EA	\$695.00	\$695.00	\$836.40	\$836.40	\$891.00	\$891.00	\$2,889.18	\$2,889.18	\$1,000.00	\$1,000.00	\$984.00	\$984.00	\$3,000.00	\$3,000.00	\$2,301.20	\$2,301.20
9	Remove Sanitary Sewer Pipe	30	LF	\$12.00	\$360.00	\$12.50	\$375.00	\$13.00	\$390.00	\$43.25	\$1,297.50	\$25.00	\$750.00	\$14.40	\$432.00	\$45.00	\$1,350.00	\$33.91	\$1,017.30
TOTAL GROUP D					\$102,136.00		\$115,213.40		\$118,874.10		\$111,530.95		\$101,590.00		\$133,460.46		\$141,335.00		\$90,192.49

TOTAL BASE BID (PHASE 1) - GROUPS A, B, C & D		\$1,123,594.35		\$1,171,801.77		\$1,230,698.30		\$1,249,395.85		\$1,359,811.15		\$1,385,599.37		\$1,529,583.50		#####
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GROUP E - ROADWAY

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,580.00		\$4,500.00		\$8,180.00		\$19,783.33		\$18,000.00		\$20,820.44		\$9,500.00		\$15,757.32
2	Bonding and Insurance	1	LS		\$2,110.00		\$4,500.00		\$100.00		\$250.00		\$1,200.00		\$2,893.21		\$3,000.00		\$2,432.95
3	Temporary Traffic Control Measures	1	LS		\$1,800.00		\$2,000.00		\$2,170.00		\$2,110.68		\$1,950.00		\$1,200.00		\$2,100.00		\$1,201.55
4	Subgrade Preparation	2,169	SY	\$2.80	\$6,073.20	\$2.70	\$5,856.30	\$2.70	\$5,856.30	\$3.67	\$7,960.23	\$3.00	\$6,507.00	\$3.78	\$8,198.82	\$4.00	\$8,676.00	\$5.27	\$11,430.63
5	7" Concrete Pavement	2,169	SY	\$65.50	\$142,069.50	\$60.48	\$131,181.12	\$71.20	\$154,432.80	\$60.47	\$131,159.43	\$63.00	\$136,647.00	\$75.09	\$162,870.21	\$80.00	\$173,520.00	\$74.65	\$161,915.85
6	Detectable Warning Panels	16	SF	\$88.00	\$1,408.00	\$85.00	\$1,360.00	\$37.60	\$601.60	\$28.66	\$458.56	\$30.00	\$480.00	\$36.00	\$576.00	\$45.00	\$720.00	\$24.94	\$399.04
7	Install Stop Sign with Street Sign and Post	1	EA	\$580.00	\$580.00	\$500.00	\$500.00	\$430.00	\$430.00	\$680.12	\$680.12	\$425.00	\$425.00	\$660.00	\$660.00	\$1,100.00	\$1,100.00	\$660.85	\$660.85
8	Salvage End of Road Marker	3	EA	\$435.00	\$1,305.00	\$400.00	\$1,200.00	\$110.00	\$330.00	\$510.08	\$1,530.24	\$100.00	\$300.00	\$120.00	\$360.00	\$110.00	\$330.00	\$32.61	\$97.83
TOTAL GROUP E					\$160,925.70		\$151,097.42		\$172,100.70		\$163,932.59		\$165,509.00		\$197,578.68		\$198,946.00		\$193,896.02

GROUP F - SANITARY SEWER

Item	Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization	1	LS		\$5,320.00		\$6,750.00		\$7,150.00		\$20,410.48		\$7,500.00		\$7,890.03		\$5,000.00		\$15,424.24
2	Bonding and Insurance	1	LS		\$505.00		\$1,500.00		\$100.00		\$250.00		\$500.00		\$916.80		\$3,000.00		\$2,048.54
3	8" PVC Sanitary Sewer Main, SDR 35	304	LF	\$48.00	\$14,592.00	\$53.00	\$16,112.00	\$56.50	\$17,176.00	\$53.35	\$16,218.40	\$61.00	\$18,544.00	\$62.40	\$18,969.60	\$75.00	\$22,800.00	\$42.53	\$12,929.12
4	4" PVC Sanitary Sewer Service, SDR 26	280	LF	\$40.00	\$11,200.00	\$45.00	\$12,600.00	\$47.80	\$13,384.00	\$54.26	\$15,192.80	\$54.00	\$15,120.00	\$52.80	\$14,784.00	\$70.00	\$19,600.00	\$43.50	\$12,180.00
5	48" Dia. Concrete Manhole	9	VF	\$724.00	\$6,516.00	\$750.00	\$6,750.00	\$801.00	\$7,209.00	\$774.64	\$6,971.76	\$635.00	\$5,715.00	\$884.40	\$7,959.60	\$800.00	\$7,200.00	\$622.30	\$5,600.70
6	8" x 4" Wye, PVC	8	EA	\$282.00	\$2,256.00	\$300.00	\$2,400.00	\$314.00	\$2,512.00	\$185.80	\$1,486.40	\$150.00	\$1,200.00	\$346.80	\$2,774.40	\$200.00	\$1,600.00	\$149.75	\$1,198.00
TOTAL GROUP F					\$40,389.00		\$46,112.00		\$47,531.00		\$60,529.84		\$48,579.00		\$53,294.43		\$59,200.00		\$49,380.60

TOTAL ALTERNATE BID GROUP 1 (PHASE 2) GROUPS E & F		\$201,314.70		\$197,209.42		\$219,631.70		\$224,462.43		\$214,088.00		\$250,873.11		\$258,146.00		\$243,276.62
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TOTAL BID (PHASE 1 & 2) - GROUPS A, B, C, D, E & F		\$1,324,909.05		\$1,369,011.19		\$1,450,330.00		\$1,473,858.28		\$1,573,899.15		\$1,636,472.48		\$1,787,729.50		#####
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(40)



CITY OF BEATRICE, NEBRASKA
PUBLIC FUNDING REQUEST
APPLICATION

Date Submitted: 4/25/2025 Requesting Funding for (select one): [X] EVENT or [] ITEM

Name of organization/person making the request: Beatrice Area Chamber of Commerce / Angie Bruna

EVENTS

(requests for ITEMS skip to ITEMS section)

Formal name of event: Homestead Days 2025

Date of event: June 19-22, 2025

Is this a new event, annual event, or regularly scheduled event: Regularly Scheduled - Annually

Detailed description of the event: Community-wide celebration of our culture and heritage with activities and events for folks of all ages. See attached.

Detail any In Kind Services requested from the City of Beatrice: Please refer to attached.

ITEMS

(Items requested to be funded shall be owned by the City)

Item requested:

Date item needed by:

Detailed description of the item and its purpose (include location, usage, and other details):

Detail any In Kind Services requested from the City of Beatrice:

FUNDING/COSTS

(The City will only fund up to 25% of the total cost of any event or item)

Table with 2 columns: Description and Amount. Rows include: Funds requested from City of Beatrice: \$6,250; Funds from other sources (not the City): \$23,750; TOTAL: \$30,000

APPLICATION PROCESS

Applications must be received by the first business day of January, April, July, and October. The City Administrator shall determine if the application meets the guidelines within ten (10) business days following receipt by the City Clerk. Should the City Administrator need further information and/or documentation from the Applicant, the deadline for determination, set forth above, shall be extended an additional five (5) business days following the date of receipt of the additional information and/or documentation requested. Applications that are determined to satisfy the guidelines shall be submitted to the Beatrice City Council for consideration.

LIMITATIONS ON EVENT FUNDING

The City shall not fund any event in which: (1) both the spectators and participants must pay an entrance fee; (2) the spectating portion of the event occurs outside the City limits; or (3) where the total funding by sources other than the City of Beatrice, exceeds the actual costs of the event.

REIMBURSEMENT FOR APPROVED EVENTS/ITEMS

Events/items approved for funding shall be paid for upon presentation of receipt or invoice for the costs of the event or item to the City Clerk who shall check for conformity with the original funding request approved by the City Council before releasing funds. Funds shall be distributed in the amount of the receipt or invoice, and only up to the amount approved by the City Council.

The City Administrator may require additional information regarding the funding request.

FOR OFFICE USE ONLY

Estimated funding source:

_____ **Keno Funds:** community betterment purposes as defined in Neb.Rev.Stat. § 9-604. Community betterment purposes means:

- (a) benefiting persons by enhancing their opportunity for educational advancement, by relieving or protecting them from disease, suffering, or distress, by contributing to their physical well-being, by assisting them in establishing themselves in life as worthy and useful citizens, by providing them with opportunities to contribute to the betterment of the community, or by increasing their comprehension of and devotion to the principles upon which this nation was founded;
- (b) initiating, performing, or fostering worthy public works or enabling or furthering the erection or maintenance of public structures; or
- (c) lessening the burdens borne by government or voluntarily supporting, augmenting, or supplementing services which government would normally render to the people.
- (d) Community betterment purposes shall not include any activity consisting of an attempt to influence legislation or participate in any political campaign on behalf of any elected official or person who is or has been a candidate for public office.

_____ **Lodging Tax:** to promote the public health, safety, morals, security, prosperity, contentment, and the general welfare of all inhabitants of the City of Beatrice.

Estimated cost of City's In Kind Services: \$ varies

Reviewed by: [Signature] Date: 4/20/25

CITY COUNCIL RECOMMENDATION this _____ day of _____, 20____. Approved Denied

April 22, 2025

Tobias Tempelmeyer
 City of Beatrice
 400 Ella St.
 Beatrice, NE 68310

Re: Funding Application

Dear Tobias,

As you are aware, it takes community-wide support to coordinate Homestead Days®. Without the partnerships between City of Beatrice, Beatrice Area Chamber of Commerce, Main Street Beatrice, Homestead National Historical Park, Gage County Historical Society, and numerous other organizations and volunteers, our Homestead Days® celebration would not be the same.

There are many facets involved in preparing for and executing an event at the magnitude of Homestead Days®, a community-wide celebration spanning several days. In 2024, we spent \$38,436 on advertising, event insurance, activities & performers, t-shirts, awards, and conveniences for the attendees. To offset these expenses, we must fundraise from the community with sponsorships and raffle ticket sales. Our income from the 2024 event totaled \$54,660. At first glance, it would seem that we made a nice profit from Homestead Days; however, when you take into account that we spend over 240 staff hours during the week of Homestead Days® alone (not counting any of the numerous hours of prep time to make a week-long event happen), it does not take long to realize that Beatrice Area Chamber of Commerce has slim margins for the event.

Respectfully, we request that the City of Beatrice financially support Homestead Days® 2025 in the amount of \$6,250 of the total projected expenses of \$30,000 to assist with expenses that we do not sell a sponsorship for but help the event success overall.

Art Exhibit and Charles & Chautauqua Park Activities	\$ 14,445.00
Fireworks	\$ 7,500.00
Porta Potties	\$ 800.00
<u>Other Expenses, covered by business sponsorships</u>	<u>\$ 7,255.00</u>
Total	\$ 30,000.00

Thank you for your consideration in granting us funding to continue this long-time community event.

Sincerely,



Angie Bruna
 Executive Director

City of Beatrice Public Funding Application: Description
Homestead Days® 2025

Detailed Description of the Event: Homestead Days® is a community celebration of our heritage and culture with family-friendly activities and events, most of which offer free attendance to the public, including parade, fireworks, Classic and Street Rod Car Show, Little Tuggers Tractor Pull, Scatter Joy Acres petting zoo, bounce houses, Arts in the Park, an art exhibit in the Carnegie Building, an outdoor movie, and more!

In-kind services requested include: electricity in Charles and Chautauqua Parks, lifeguard support and use of the Water Park for Family Swim, barricades and cones for parade route and closing of 5th Street, Police Department support at fireworks, parade, use of the canal in front of the Water Park for Duck Races, and use of horseshoe pits at Chautauqua Park.



CITY OF BEATRICE, NEBRASKA
PUBLIC FUNDING REQUEST
APPLICATION

Date Submitted: May 1, 2025 Requesting Funding for (select one): [X] EVENT or [] ITEM

Name of organization/person making the request: Beatrice Noon Kiwanis-Bruce Vitosh

EVENTS

(requests for ITEMS skip to ITEMS section)

Formal name of event: 2025 MUDECAS Basketball Tournament

Date of event: January 13-18, 2025

Is this a new event, annual event, or regularly scheduled event: 96th Annual Tournament

Detailed description of the event: Kiwanis hosts the tournament for the MUDECAS Association. Fans from 32 teams at 16 schools attend games at Beatrice City Auditorium & Middle School.

Detail any In Kind Services requested from the City of Beatrice: Kiwanis appreciates the work that Mark Pethoud and other employees do for the tournament. City Auditorium Rent - \$1,225 & Cleaning - \$1,500 for a total of \$2,725.

ITEMS

(Items requested to be funded shall be owned by the City)

Item requested:

Date item needed by:

Detailed description of the item and its purpose (include location, usage, and other details):

Detail any In Kind Services requested from the City of Beatrice:

FUNDING/COSTS

(The City will only fund up to 25% of the total cost of any event or item)

Funds requested from City of Beatrice: \$2,725

Funds from other sources (not the City): \$24,752

TOTAL: \$27,477

APPLICATION PROCESS

Applications must be received by the first business day of January, April, July, and October. The City Administrator shall determine if the application meets the guidelines within ten (10) business days following receipt by the City Clerk. Should the City Administrator need further information and/or documentation from the Applicant, the deadline for determination, set forth above, shall be extended an additional five (5) business days following the date of receipt of the additional information and/or documentation requested. Applications that are determined to satisfy the guidelines shall be submitted to the Beatrice City Council for consideration.

LIMITATIONS ON EVENT FUNDING

The City shall not fund any event in which: (1) both the spectators and participants must pay an entrance fee; (2) the spectating portion of the event occurs outside the City limits; or (3) where the total funding by sources other than the City of Beatrice, exceeds the actual costs of the event.

REIMBURSEMENT FOR APPROVED EVENTS/ITEMS

Events/items approved for funding shall be paid for upon presentation of receipt or invoice for the costs of the event or item to the City Clerk who shall check for conformity with the original funding request approved by the City Council before releasing funds. Funds shall be distributed in the amount of the receipt or invoice, and only up to the amount approved by the City Council.

The City Administrator may require additional information regarding the funding request.

FOR OFFICE USE ONLY

Estimated funding source:

_____ **Keno Funds:** community betterment purposes as defined in Neb.Rev.Stat. § 9-604. Community betterment purposes means:

- (a) benefiting persons by enhancing their opportunity for educational advancement, by relieving or protecting them from disease, suffering, or distress, by contributing to their physical well-being, by assisting them in establishing themselves in life as worthy and useful citizens, by providing them with opportunities to contribute to the betterment of the community, or by increasing their comprehension of and devotion to the principles upon which this nation was founded;
- (b) initiating, performing, or fostering worthy public works or enabling or furthering the erection or maintenance of public structures; or
- (c) lessening the burdens borne by government or voluntarily supporting, augmenting, or supplementing services which government would normally render to the people.
- (d) Community betterment purposes shall not include any activity consisting of an attempt to influence legislation or participate in any political campaign on behalf of any elected official or person who is or has been a candidate for public office.

_____ **Lodging Tax:** to promote the public health, safety, morals, security, prosperity, contentment, and the general welfare of all inhabitants of the City of Beatrice.

Estimated cost of City's In Kind Services: \$ varies

Reviewed by: [Signature] Date: 5-2-25

CITY COUNCIL RECOMMENDATION this _____ day of _____, 20____. Approved Denied



BEATRICE
STAKE YOUR CLAIM

CUSTOMER NO. 1097

Bill To: Beatrice Kiwanis Club
PO Box 263
Beatrice NE 68310

CITY OF BEATRICE
400 ELLA STREET
BEATRICE NE 68310
PHONE: (402) 228-5200

STATEMENT

Date	Page
02/01/2025	1

PAST DUE AFTER AMOUNT DUE
02/28/2025 1,225.00

\$ _____
AMOUNT ENCLOSED

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF BEATRICE
400 ELLA STREET
BEATRICE NE 68310

IF YOU HAVE ANY QUESTIONS
ABOUT THIS STATEMENT CALL
(402) 228-5200

CUSTOMER NO. CUSTOMER NAME BILLING DATE PAYMENT DUE
1097 BEATRICE KIWANIS CLUB 02/06/2025 02/28/2025

Date	Reference	Description	Charge	Credit	Balance
		Balance Forward			
01/17/2025	162192	MUDECAS TOURNAMENT - AUD REN	1,000.00	.00	1,000.00
01/17/2025	162192	MUDECAS TOURNAMENT - CONCESS	225.00	.00	1,225.00

REMIT PAYMENT TO:
CITY OF BEATRICE
400 ELLA
BEATRICE, NE 68310

Please note any changes to
business name or address

Balance Due 1,225.00

DELINQUENT ACCOUNTS OVER 90 DAYS MAY BE SENT TO A
COLLECTION AGENCY FOR COLLECTION.

INVOICE

Em's House Keeping LLC
1104 Woodland Ave
Beatrice, NE 68310-1868

eschoneweis@hotmail.com
+1 (402) 239-7035



Bill to
KIWANIS

Ship to
KIWANIS

Invoice details

Invoice no.: 1010
Terms: Net 15
Invoice date: 01/20/2025
Due date: 02/04/2025

#	Product or service	Description	Qty	Rate	Amount
1.	MUDECAS	1/13/25	1	\$300.00	\$300.00
2.	MUDECAS	1/14/25	1	\$300.00	\$300.00
3.	MUDECAS	1/16/25	1	\$300.00	\$300.00
4.	MUDECAS	1/17/25	1	\$300.00	\$300.00
5.	MUDECAS	1/18/25	1	\$300.00	\$300.00

Total **\$1,500.00**

-Checks can be made to Em's House Keeping
-VENMO: Emily-McDougall-8

RESOLUTION NUMBER ____

WHEREAS, Beatrice Area Chamber of Commerce will be hosting the Homestead Days Parade on Saturday, June 21, 2025; and

WHEREAS, Beatrice Area Chamber of Commerce has requested that Court Street be closed from 3rd Street to 19th Street, between 8:00 a.m. and 12:30 p.m.; and

WHEREAS, Court Street is also Highway 136; and

WHEREAS, closure of a State Highway for a special event requires notification to the Nebraska Department of Transportation and the City's agreement to indemnify the State.

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

SECTION 1. That the Beatrice City Council desires to allow Beatrice Area Chamber of Commerce to utilize Court Street, from 3rd Street to 19th Street, between 8:00 a.m. and 12:30 p.m. on Saturday, June 21, 2025 for the Homestead Days Parade.

SECTION 2. That said portion of Court Street is located within the official corporate limits of the City of Beatrice.

SECTION 3. That the City of Beatrice acknowledges and accepts the duties set out in Neb. Rev. Stat. §39-1359(2)(d) and, if a claim is made against the State, shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor



**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

PARADE APPLICATION

ORGANIZATION NAME: Beatrice Area Chamber of Commerce

ADDRESS: 218 N 5th Street, Beatrice, NE 68310

CONTACT #: Angie Bruna, 402-223-2338

LOCATION OF PARADE: Court Street, 13th - 3rd Streets (Staging 13th - 19th Streets)

DATE OF PARADE: Saturday, June 21, 2025

TIME OF PARADE: START: 10 AM STOP: 12:30 PM

BRIEF DESCRIPTION OF PARADE: Homestead Days Parade

Please attach a map and/or description of the route, as well as any staging areas for the parade event.

DATE SUBMITTED: See attached description 4/25/2025

For Administrative Purposes:

APPROVED BY:

Mayor: _____

Date: _____

Police Chief: _____

Date: _____

Fire Chief: _____

Date: _____

Street Superintendent: _____

Date: _____

Homestead Days® Parade 2025: Description
Event: Saturday, June 21, 10 AM

Staging for the parade will take place on Court Street between 19th and 13th Streets

Staging begins at 8 am

Parade Route: The Parade will begin at 13th Street, proceed West, crossing Highway 77, and end at 3rd Street. It will then be directed south towards Market Street. (Same route as has been used in past years.)

Parade start time: 10 am, approximate duration of 2 hours

Judges Stand: Located at 8th and Court Streets, blocking 8th Street on the North intersection.

RESOLUTION NUMBER ____

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

WHEREAS, the Beatrice Area Chamber of Commerce has requested permission from the Mayor and City Council to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park, 5th Street, between High Street and Ella Street, the alley to the south and the parking lot near the Carnegie Building, Beatrice Water Park, Chautauqua Park, and the City Property located on 4th Street, between Court Street and High Street, as a backup location for JayHusker Swap Meet in the event of flooding at Chautauqua Park, (hereinafter "Property") as part of the annual Homestead Days; and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant the Beatrice Area Chamber of Commerce and their designees, permission to sell or offer for sale or peddle goods, wares, or merchandise upon the above-described Property on the dates of June 19, 2025 through June 22, 2025.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to the Beatrice Area Chamber of Commerce and their designees, to sell or offer for sale or peddle goods, wares, or merchandise upon the above-described Property. Said permission should be effective on the dates of June 19, 2025 through June 22, 2025.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

April 25, 2025

City of Beatrice
Tobias Tempelmeyer
400 Ella Street
Beatrice, NE 68310

Re: Use of Public Properties

Dear Tobias,

The Beatrice Area Chamber of Commerce respectfully requests the use of public property and the ability to sell goods and services for Homestead Days®, June 19-22, 2025.

In detail we request the following for family-friendly activities and events:

- **Thursday, June 19, 5 – 8 pm:** Beatrice Water Park
- **Saturday, June 21:** Charles Park and the closing of 5th Street between High and Ella, and the alley to the south of the Carnegie Building and the parking lot between the Carnegie Building, 218 N 5th Street, and Uhl's Sporting Goods, 204 N 5th Street
- **Friday, Saturday and Sunday, June 20-22:** Chautauqua Park
- **Friday, Saturday and Sunday, June 20-22:** 4th Street between Court and High Streets, as a backup location for JayHusker Swap Meet, *should Chautauqua Park be flooded*

During Homestead Days®, we will be hosting family-centered activities, music, vendors, and more! We will also be hosting the horseshoe tournament on Saturday at the pits in Chautauqua Park and the Car Show on Sunday at Chautauqua Park. The JayHuskies will be hosting their annual flea market/ swap meet in Chautauqua Park throughout the weekend. At Beatrice Water Park, we would like to continue our partnership with City of Beatrice to host a free swim on Thursday evening, this year offering the activity to families.

Our complete schedule is still being finalized, and as soon as its completed, we will be happy to share the schedule with you. After we have approval for Homestead Days®, I would also like to host a meeting with you and City department managers at a time convenient for you to allow communication on details and logistics.

We appreciate all the contributions the City makes to ensure the success of Homestead Days® and thank you in advance for your continued support.

Sincerely,



Angie Bruna
Executive Director

RESOLUTION NUMBER ____

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

WHEREAS, Tabitha Jurgens-Frank, has requested permission from the Mayor and City Council to sell or offer for sale or peddle goods, wares, or merchandise upon the public streets or public parking lots in various City parks; and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Tabitha Jurgens-Frank permission to sell or offer for sale or peddle good, wares, or merchandise upon the public streets or public parking lots in various City parks effective immediately and terminating on December 31, 2025.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to Tabitha Jurgens-Frank permission to sell or offer for sale or peddle good, wares, or merchandise upon the public streets or public parking lots in various City parks. Said permission should be effective immediately and terminate on December 31, 2025.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

I Tabetha Jurgens-Frank am writing to request permission to operate an ice cream truck through the public parks in Beatrice. As the operator of the ice-cream truck, I believe my service would bring an enjoyable and refreshing experience to park-goers, particularly during the warmer months. The proposed route would involve driving the truck through the park to stop at designated areas, allowing park visitors, including families and children, to purchase ice cream, popsicles, and other treats. I plan to ensure that my truck adheres to all safety regulations and that operations do not interfere with any park activities, pathways, or events. Additionally, I will be mindful of the park's hours of operation and will avoid any noise disruption that could disturb the peaceful environment. I understand that any activity in public parks must comply with city ordinances and policies, and I am more than willing to cooperate with any requirements you may have. Thank you for considering my request. I look forward to your response and am happy to provide any additional information needed.

RESOLUTION NUMBER ____

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

WHEREAS, Food4Hope has requested permission from the Mayor and City Council to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in the Tabernacle in Chautauqua Park on June 1, 2025, July 6, 2025, and August 3, 2025, between 12:00 p.m. to 6:00 p.m., as part of their Local Palooza event; and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Food4Hope, and their designees, permission to sell or offer for sale or peddle good, wares, or merchandise upon the City Property located in the Tabernacle in Chautauqua Park on June 1, 2025, July 6, 2025, and August 3, 2025, between 12:00 p.m. to 6:00 p.m.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to the Beatrice Area Chamber of Commerce and Gage County Tourism and their designees, to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in the Tabernacle in Chautauqua Park. Said permission should be effective on June 1, 2025, July 6, 2025, and August 3, 2025, between 12:00 p.m. to 6:00 p.m.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Local Palooza / Chautauqua Park

Terri Mazza <terrisue@food4hope.org>

Wed, Apr 23, 2025 at 5:19 PM

To: "esaathoff@Beatrice.Ne.gov" <esaathoff@beatrice.ne.gov>

Hi Erin,

Per our conversation today, this email is to inform you that Food4Hope will be hosting 4 events this summer at Chautauqua Park Tabernacle. The dates are June 1st, July 6th, and August 3rd. All events are on the first Sunday of the month and the hours are 2 - 5pm. Local Palooza consists of a free outdoor concert and a free gourmet meal for participants. We anticipate numbers around 300 people. There will also be some local vendors selling their creations of bread, cookies, snow cones, and face products.

If you have any questions please call me at 402-306-7561, or you can call Ron Mazza at 631-680-7011.

Thanks!

Terri Sue Mazza
President and Founder
Food4Hope





AGENDA ITEM

Subject: Ordinance authorizing the issuance of the City's General Obligation Highway Allocation Fund Pledge Bonds, as recommended by BPW **For Agenda of:** May 5, 2025

Exhibit(s): **Date Submitted:** April 30, 2025

Ordinance authorizing the issuance by the City of Beatrice, Nebraska of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, in aggregate principal amount not to exceed \$2,600,000

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Board this bond issuance will be used to pay for the redevelopment improvements for Corral Crossing and Heritage Heights. Tempelmeyer noted the total cost will likely be scaled back once we have the final cost of the projects.

Moved by Zarybnicky, seconded by Leech, to recommend to the Mayor and City Council to authorize the issuance by the City of Beatrice, Nebraska of its General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, in aggregate principal amount not to exceed \$2,600,000.

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

ORDINANCE NO. 25-14

CITY OF BEATRICE, NEBRASKA

PASSED AND APPROVED

May 5, 2025

Authorizing

Not to Exceed

\$2,600,000

**CITY OF BEATRICE, NEBRASKA
GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS
SERIES 2025**

Ordinance

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ORDINANCE NO. 25-14

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF BEATRICE, NEBRASKA OF ITS GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BONDS, SERIES 2025, IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWO MILLION SIX HUNDRED THOUSAND DOLLARS (\$2,600,000) TO PAY THE COSTS OF CONSTRUCTING AND IMPROVING CERTAIN STREETS AND RELATED IMPROVEMENTS OF THE CITY; AUTHORIZING CERTAIN OFFICIALS TO DETERMINE THE FINAL AGGREGATE PRINCIPAL AMOUNT, MATURITIES, RATES, REDEMPTION PROVISIONS, AND OTHER TERMS AND DETAILS OF SUCH BONDS; AUTHORIZING THE DESIGNATION OF ANY SERIES OF BONDS AS EITHER TAX-EXEMPT OR TAXABLE OBLIGATIONS; PLEDGING FUNDS RECEIVED FROM THE NEBRASKA HIGHWAY ALLOCATION FUND AND PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS; AUTHORIZING, IF APPLICABLE, THE DESIGNATION OF ANY SERIES OF TAX-EXEMPT BONDS AS QUALIFIED TAX EXEMPT OBLIGATIONS; ADOPTING CERTAIN POST-ISSUANCE TAX COMPLIANCE AND DISCLOSURE POLICIES AND PROCEDURES WITH RESPECT TO THE BONDS; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA AS FOLLOWS:

FINDINGS AND DETERMINATIONS

The Mayor and the City Council (the “**Council**”) of the City of Beatrice, Nebraska (the “**City**”) hereby make the following findings and determinations:

1. It is necessary, desirable and advisable that the City construct and improve certain streets and related improvements of the City (collectively, the “**Project**”) pursuant to plans, specifications and estimates of costs prepared by the City’s special engineers.
2. The estimated costs for such improvements are approximately \$2,600,000.
3. Pursuant to the provisions of Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), the City is authorized (a) to issue its general obligation highway allocation fund pledge bonds to pay the costs of the Project, (b) to pledge funds received from the State of Nebraska Highway Allocation Fund (the “**Highway Allocation Fund**”) to the payment of the principal thereof and the interest thereon, and (c) to levy and collect a tax upon all the taxable

property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund pledged to the payment of such bonds and such other legally available funds of the City, will be sufficient in amount to pay the principal of such bonds and the interest thereon when and as the same become due.

4. The City has no other funds on hand to pay the costs of the Project.

5. The City expects to receive the sum of \$1,908,313 from the Nebraska Highway Allocation Fund during the fiscal year ending September 30, 2025.

6. Taking into consideration the available funds of the City for such purposes, it will be necessary for the City to issue its general obligation highway allocation fund pledge bonds in one or more series in an aggregate principal amount not to exceed \$2,600,000 (the “**Bonds**”) to pay the costs of the Project, including any related warrant or note indebtedness.

7. Annual debt service on the Bonds authorized herein are not expected to exceed the expected annual revenues from the Highway Allocation Fund.

8. All conditions, acts and things required to exist or to be done precedent to the issuance of the Bond, the pledging of funds and the levying of taxes as provided in this Ordinance do exist and have been done as required by law.

ARTICLE I

DEFINITIONS

Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms used in this Ordinance have the following meanings:

“**Act**” means Sections 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended.

“**Authorized Denomination**” means \$5,000 and any whole multiple thereof, unless otherwise determined by an Authorized Officer.

“**Authorized Officer**” means the Mayor or the City Clerk, including anyone authorized to act on behalf of any such officer.

“**Beneficial Owner**” means any Person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“**Bond Counsel**” means Kutak Rock LLP, or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

“**Bond Register**” means the books for the registration, transfer and exchange of the Bond kept at the office of the Paying Agent.

“**Bonds**” means one or more series of the City’s General Obligation Highway Allocation Fund Pledge Bonds, Series 2025, or such other designation as an Authorized Officer shall determine, authorized and issued by the City pursuant to this Ordinance.

“**Business Day**” means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

“**Cede & Co.**” means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

“**City**” has the meaning set forth in the Findings and Determinations hereto.

“**City Clerk**” means the clerk of the City, or such other person duly authorized to sign on his or her behalf.

“**City Treasurer**” means the treasurer of the City, or such other person duly authorized to sign on his or her behalf.

“**Code**” means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

“**Construction Fund**” means the fund by that name referred to in **Section 501**.

“**Council**” has the meaning set forth in the Findings and Determinations hereto.

“**Debt Service Fund**” means the fund by that name referred to in **Section 501**.

“**Defaulted Interest**” means interest on the Bond which is payable but not paid on any Interest Payment Date.

“**Defeasance Obligations**” means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(i) (A) the obligations are not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has

covenanted not to redeem such obligations other than as set forth in such instructions;

(ii) the obligations are secured by cash or Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(iii) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(iv) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(v) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(vi) the obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group.

"Designated Office" means (a) the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Ordinance, or (b) the office of the City Treasurer if the City Treasurer is the Paying Agent, and which may be changed by the Paying Agent upon written notice to the City and to each Registered Owner.

"Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States, or securities which represent an undivided interest in such obligations, which obligations are rated at least "Aa" by Moody's Investors Service, Inc. or "AA" by Standard & Poor's Ratings Group and such obligations are held in a custodial account for the benefit of the City.

"Highway Allocation Fund" has the meaning set forth in the Findings and Determinations above.

"Interest Payment Date" means the dates established by the Authorized Officer pursuant to **Section 210** for the payment of interest on the Bonds.

"Lender" has the meaning set forth in **Section 209** hereof.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“**Mayor**” means the Mayor of the City, or such other person duly authorized to sign on his or her behalf.

“**Ordinance**” means this Ordinance passed and approved by the Mayor and the Council, authorizing the issuance of the Bonds, as amended from time to time.

“**Outstanding**” means, when used with reference to the Bonds, as of any particular date of determination, the Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Article VII hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“**Paying Agent**” means the City Treasurer or a third-party financial institution designated by an Authorized Officer in accordance with **Sections 203** and **210** hereof, and any successors or assigns.

“**Permitted Investments**” means any of the investments permitted by the constitution and statutes of the State for funds of the City.

“**Person**” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“**Placement Agent**” has the meaning set forth in **Section 209** hereof.

“**Private Purchaser**” has the meaning set forth in **Section 209** hereof.

“**Project**” means constructing and/or improving certain of the City’s streets and related improvements.

“**Purchaser**” means the Underwriter, the Private Purchaser or the Lender, as specified by an Authorized Officer in accordance with the provisions of **Section 209** hereof.

“**Record Date**” for the interest payable on any Interest Payment Date means the fifteenth day of the month (whether or not a business day) immediately preceding each Interest Payment Date.

“Redemption Date” when used with respect to any Bond to be redeemed means the date fixed for the redemption of such Bond pursuant to the terms of this Ordinance.

“Redemption Price” when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance.

“Registered Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

“Replacement Bond” means a Bond issued to an Owner in accordance with **Section 207** hereof.

“Securities Depository” means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

“Special Record Date” means the date fixed by the Paying Agent pursuant to **Section 204** hereof for the payment of Defaulted Interest.

“State” means the State of Nebraska.

“Tax Certificate” means the Federal Tax Certificate executed and delivered by the City in connection with the issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

“Underwriter” has the meaning set forth in **Section 209** hereof.

“United States” means the United States of America.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. The City is hereby authorized and directed to issue the Bonds in one or more series and in an aggregate principal amount not to exceed \$2,600,000 to pay the costs of the Project and issuing the Bonds.

Section 202. Description of Bonds. Unless otherwise determined by an Authorized Officer, the Bonds shall consist of fully registered bonds, each series numbered from R-1 upward in order of issuance, in Authorized Denominations. The Bonds shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Bonds shall be dated the date of delivery thereof, shall become due and payable in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof and as determined by an Authorized Officer, and shall bear interest at the rates determined by the Authorized Officer in accordance with the provisions of **Section 210** hereof. Unless otherwise determined by an Authorized Officer, the Bonds shall bear interest computed on the basis of a 360-day year of twelve 30-day months from the date thereof or from the most recent Interest Payment Date to which interest has been paid.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

Section 203. Paying Agent. The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Paying Agent shall serve as paying agent for the payment of the principal or Redemption Price of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of the Bonds. If the Paying Agent is other than the City Treasurer, the Paying Agent shall serve in such capacities under the terms of an agreement entitled "Bond Registrar and Paying Agent Agreement" between the City and the Paying Agent (the "**Paying Agent Agreement**") in a form approved by an Authorized Officer in accordance with the provisions of **Section 210** hereof. Any Authorized Officer may execute the Paying Agent Agreement.

The City reserves the right, and does hereby authorize the Authorized Officers, or any individually, to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Unless the Paying Agent is the City Treasurer, every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal or Redemption Price of and interest on the Bonds shall be payable in legal currency of the United States. The principal or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the Designated Office of the Paying Agent. The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The City shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of the principal or Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the City.

Section 205. Registration, Transfer and Exchange of Bonds. The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent. The Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register. At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Bond at the Designated Office, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for

transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The City and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204** hereof.

The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, or any persons authorized to act on their behalf. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and the City Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by the Paying Agent. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to the Purchasers upon payment of the purchase price of the Bonds plus accrued interest thereon to the date of its delivery.

Section 207. Mutilated, Destroyed, Lost and Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and, upon the City's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount. Upon the issuance of any new Bond under this **Section 207**, the City may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds. If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City, in its discretion, may pay such Bond instead of issuing a new Bond.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the City.

Section 209. Sale of Bonds. In accordance with and subject to the provisions of **Section 210**, the Authorized Officers, or each individually, are hereby authorized to sell the Bonds pursuant to one or more of the following methods:

(a) The City is authorized to sell the Bonds to Northland Securities, Inc., as original purchaser of the Bonds (the "**Underwriter**"), in accordance with **Section 210** of this Ordinance. Delivery of the Bonds shall be made to the Underwriter as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City is authorized to enter into a Bond Purchase Agreement (the "**Purchase Agreement**") between the City and the Underwriter in form and substance acceptable to the Authorized Officers, or each individually. Such Authorized Officer is

authorized to execute the Purchase Agreement, in form and substance acceptable to such Authorized Officer, for and on behalf of the City, such officer's signature thereon being conclusive evidence of such official's and the City's approval thereof. The Underwriter shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. Such Underwriter and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and sale of the Bonds, including, without limitation, authorizing the release of the Bonds by the Depository at closing.

(b) The City is further authorized to place the Bonds with a private purchaser (the "**Private Purchaser**") with the assistance of Northland Securities, Inc., as placement agent of the Bonds (the "**Placement Agent**") in accordance with **Section 210** of this Ordinance. The Private Purchaser shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance and placement of the Bonds.

(c) The City is further authorized to (i) issue the Bonds directly to a bank or other institutional lender (the "**Lender**") to evidence or secure a loan from such Lender to the City or (ii) enter into a loan agreement with a Lender in lieu of issuing the Bonds, in accordance with **Section 210** of this Ordinance and subject to the other restrictions of this Ordinance. Such Lender may be identified with the assistance of the Placement Agent. The Lender shall have the right to direct the registration of the Bonds and the denominations thereof within each maturity, and shall have the right to sell participation interests in the Bonds to other banks and institutional lenders, all subject to the restrictions of this Ordinance. The Placement Agent and its agents, representatives and counsel (including bond counsel) are hereby authorized to take such actions on behalf of the City as are necessary to effectuate the closing of the issuance of the Bonds.

Section 210. Parameters and Authorization of Award Certificate. The Authorized Officers, or each individually, is authorized and directed, in the exercise of his or her independent judgment and absolute discretion, to hereafter, from time to time, specify, set, designate, determine, establish and appoint, as the case may be, with respect to each series of Bonds authorized herein, and in each case in accordance with and subject to the provisions of this Ordinance pursuant to a certificate executed by any Authorized Officer (the "**Award Certificate**"): (a) the dates of original issue, (b) the aggregate principal amount of Bonds to be issued, not exceeding aggregate principal amount set forth in **Section 201** hereof, (c) the Maturity Dates and the principal amount of the Bonds to mature on each of such dates, (d) the final Maturity Date of the Bonds, which shall in no event be later than December 31, 2035 (e) the dates upon which the Bonds shall be sold, which shall not be later than one year from adoption of this Ordinance, (f) the rate or rates of interest to be carried by each maturity, such that the true interest cost shall not exceed 7.00%, (g) the method by which such rate or rates of interest shall be calculated, (h) the Interest Payment Dates for the Bonds, (i) the redemption dates and prices and all terms relating thereto, including the amount and sinking fund installment dates of any Bonds

issued as "term bonds" and the amount of each sinking fund installment therefor, and all terms relating thereto, if any, (j) the identity of the Paying Agent, if other than the City Treasurer; (k) any financial covenants, including modification of those set forth herein; (l) the form, content, terms and provisions of the Purchase Agreement (as defined in **Section 209** hereof), if applicable, (m) the fee of the Purchaser, which shall not be more than 1.00% of the aggregate principal amount of the Bonds; (n) the purchase price for the Bonds, which shall not be less than 96.00% of the aggregate principal amount of the Bonds (inclusive of the Purchaser's discount or fee and any original issue discount); (o) the identity of the Purchaser, if an entity other than the entity referenced in **Section 209** hereof, and structure of the financing as contemplated in **Section 209** hereof; (p) whether the interest on the Bonds will be exempt from gross income for federal tax purposes or be taxable obligations, (q) whether to obtain a municipal bond insurance policy or other credit enhancement feature for any series of Bonds; (r) the form, content, terms, and provisions of any closing and other documentation executed and delivered by the City in connection with the authorization, issuance, sale and delivery of the Bonds; and (s) all of the other terms of the Bonds not otherwise determined or fixed by the provisions of this Ordinance.

Section 211. Book-Entry Bonds; Securities Depository.

(a) Unless otherwise directed by the Purchaser, the Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Bonds, except if the Paying Agent issues Replacement Bonds as provided in **Section 211(b)** hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 211(b)**.

(b) If the City determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended (the "**Exchange Act**"), or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, or (ii) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided that in the case of a determination under this Section 209(b)(i)(A) or (B), the City, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities

Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the City, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c), then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the City.

(c) If the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the City may appoint a successor Securities Depository, provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

(d) If so directed by the Purchaser, no Securities Depository shall be utilized in connection with the Bonds.

Section 212. Offering Documents. The use and distribution of any official statement, offering circular, term sheet, request for lenders or any other offering document (including any preliminary thereof, the “**Offering Document**”) by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is authorized to approve the final Offering Document as so supplemented, amended and completed, and the use and distribution of the final Offering Document by the Underwriter or the Placement Agent in connection with the Bonds is hereby authorized. Any Authorized Officer is hereby authorized to execute and deliver a certificate pertaining to such Offering Document as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

If requested by the Purchaser, the City agrees to provide to the Underwriter or the Placement Agent within seven Business Days of the date of the sale of Bonds sufficient copies of the final Offering Document to enable the Underwriter or the Placement Agent to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board, if applicable.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption of Bonds.

(a) *Optional Redemption by City.* Unless a shorter period shall be determined by an Authorized Officer, any Bonds maturing after the date five years from their date of original issue shall be subject to redemption at the option of the City on the date five years from their date of original issue and any date thereafter, as a whole, or in part in such principal amounts and at the Redemption Prices determined by an Authorized Officer in accordance with the provisions of **Section 210** hereof.

(b) *Mandatory Sinking Fund Redemption.* The Authorized Officers, or any individually, may designate in a certificate certain Bonds as “**Term Bonds**”, portions of which are to be redeemed on such dates of the years (each such date being herein referred to as a “**Sinking Fund Payment Date**”) and in the amounts (hereinafter referred to as a “**Mandatory Sinking Fund Payment**”) set forth in such certificate. The Paying Agent shall select and call for redemption, in accordance with this subsection (b), from the Term Bonds the amounts specified by the Authorized Officer in the certificate, and the Term Bonds selected by the Paying Agent shall become due and payable on such date. If Term Bonds are redeemed at the option of the City pursuant to **Section 301(a)**, the Term Bonds so optionally redeemed may, at the option of the City, be applied as a credit against any subsequent Mandatory Sinking Fund Payment with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to **Section 301(a)**, provided that the City shall have delivered to the Paying Agent not less than 45 days prior to such Sinking Fund Payment Date a City certificate stating its election to apply such Term Bonds as such a credit. In such case, the Paying Agent shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Payment Date specified in such City certificate by the principal amount of Term Bonds so redeemed pursuant to **Section 301(a)**. Any credit given to Mandatory Sinking Fund Payments pursuant to this subsection (c)(ii) shall not affect any subsequent Mandatory Sinking Fund Payments, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date (or such shorter period as may be acceptable to the Paying Agent) of written instructions of the City specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the City and whether or not the Paying Agent shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed in Authorized Denominations, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bond there shall be issued to the Registered Owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, registered bonds of like series, maturity and interest rates in any of the Authorized Denominations provided by this Ordinance. If less than all of the Bonds of a maturity are to be called for redemption, the Paying Agent shall select the particular Bonds of such maturity to be redeemed by lot.

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days (or such shorter period as may be acceptable to the then-Registered Owner of the Bonds) prior to the Redemption Date to the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that, if the Paying Agent has sufficient funds on the Redemption Date to pay the Redemption Price thereof on such date, the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office of the Paying Agent.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the City shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date. If such deposit does not occur or if the Paying Agent does not have sufficient funds on the Redemption Date to pay the Redemption Price, the redemption notice shall be canceled and the Bonds shall continue to bear interest as if the Bonds had not been called for redemption.

Official notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory or voluntary standards then in effect for processing redemptions of municipal securities established by the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

For the prompt payment of the Bonds and all interest thereon, when and as the same shall become due, the Council hereby pledges all receipts now or hereafter received by the City from the Highway Allocation Fund. Such pledge shall not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City further reserves the right to issue additional highway allocation fund pledge bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

To the extent that receipts from the Highway Allocation Fund and any other legally available moneys of the City appropriated for such purposes are insufficient to timely pay the principal of and the interest on the Bonds, the Council hereby covenants and agrees that it will cause to be levied and collected annually a tax on all taxable property in the City, in addition to all other taxes now or hereafter authorized to be levied by the City, sufficient in amount to pay the principal of and interest on the Bonds until the same is fully paid. The full faith, credit and

resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due, whether at maturity or earlier redemption.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the City are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the City and shall be used solely for the payment of the principal of and interest on the Bonds and other outstanding bonds payable from such tax as and when the same become due, whether at maturity or earlier redemption, and the fees and expenses of the Paying Agent. If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay such principal or interest out of the general funds of the City and to reimburse the general funds for money so expended when such taxes are collected.

The provisions of this Ordinance shall constitute a contract between the City and the registered owners of the Bonds, and any registered owners of any Bond may either in law or equity or suit, action, mandamus or other proceedings enforce or compel performance of this Ordinance.

ARTICLE V

ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY

Section 501. Establishment of Funds. The Council hereby establishes in the treasury of the City the following separate funds, which shall be held and administered by the City Treasurer:

- (a) Construction Fund; and
- (b) Debt Service Fund.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bond as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.
- (b) The remaining balance of the proceeds derived from the sale of the Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

Section 503. Application of Money in the Construction Fund. Money in the Construction Fund shall be used by the City solely for the purpose of (a) paying the costs of the Project in accordance with the plans and specifications therefor prepared by the City's engineers approved by the Council and on file in the office of the City Clerk, including any alterations in or amendments to such plans and specifications deemed advisable by the City's engineers and approved by the Council, and (b) paying the costs and expenses of issuing the Bonds. The City Treasurer shall make a withdrawal from the Construction Fund to pay Project costs only upon

receipt of a certificate executed by the City's engineers stating that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Bond without a certificate from the City's engineers. Upon completion of the Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

Section 504. Application of Money in the Debt Service Fund. All amounts paid and credited to the Debt Service Fund shall be expended and used by the City for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The City Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owner of any Bond is no longer entitled to enforce payment of such Bond or the interest thereon, the Paying Agent shall return such funds to the City. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such money. Any money or investments remaining in the Debt Service Fund after the retirement of the Bonds shall be transferred and paid into the general fund of the City.

Section 505. Deposits and Investment of Money. Money in each of the funds created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Ordinance shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

Money held in any fund referred to in this Ordinance may be invested by the City Treasurer at the direction of the Council, in accordance with this Ordinance and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 506. Payments Due on Saturdays, Sundays and Holidays. If any payment on any Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect

as if made on such payment date, and no interest shall accrue for the period after such payment date.

Section 507. Nonpresentment of the Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, such Bond. If any Bond is not presented for payment within four years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as

to rate of interest, or date of Maturity or right of prior redemption as provided in this Ordinance. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the City and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Ordinance and the pledge of the City's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (a) the City has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the City has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** of this Ordinance. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of

the City, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Ordinance.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants. The Council covenants and agrees that, with respect to any series of Tax-Exempt Bonds that are issued as obligations, the interest on which is exempt from gross income for federal tax purpose in accordance with **Section 209** hereof (the “**Tax-Exempt Bonds**”):

(a) That (i) the City will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Tax-Exempt Bonds, and (ii) the City will not use or permit the use of any proceeds of Tax-Exempt Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Tax-Exempt Bonds. In addition, the City will adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Tax-Exempt Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

(b) That (i) the City will use the proceeds of the Tax-Exempt Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Tax-Exempt Bonds are issued, and (ii) the City will not invest or directly or indirectly use or permit the use of any proceeds of the Tax-Exempt Bonds or any other funds of the City in any manner, or take or omit to take any action, that would cause the Tax-Exempt Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) That the City will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Tax-Exempt Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Tax-Exempt Bonds.

(d) That the City will not use any portion of the proceeds of the Tax-Exempt Bonds, including any investment income earned on such proceeds, directly or indirectly, (i) in a manner that would cause any Tax-Exempt Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (ii) to make or finance a loan to any Person.

(e) In consultation with Bond Counsel, if the issuance of any series of Tax-Exempt Tax-Exempt Bonds qualifies for the exception for small governmental units from the arbitrage rebate requirements under Section 148(f)(4)(D) of the Code, the City will represent that:

(i) the City is a governmental unit under Nebraska law with general taxing powers;

(ii) the Tax-Exempt Bonds are not private activity bonds as defined in Section 141 of the Code;

(iii) ninety-five percent or more of the net proceeds of the Tax-Exempt Bonds are to be used for local governmental activities of the City;

(iv) the aggregate face amount of all tax-exempt bonds (other than private activity bonds and certain refunding bonds) issued by the City (and all subordinate entities thereof) during the calendar year in which the Tax-Exempt Bonds are issued is not reasonably expected to exceed \$5,000,000; and

(v) the City (including all subordinate entities thereof) will not issue in excess of \$5,000,000 of tax-exempt bonds (including the Tax-Exempt Bonds but excluding private activity bonds and certain refunding bonds) during the calendar year in which the Tax-Exempt Bonds are issued without first obtaining an opinion of Bond Counsel that the exclusion of the interest on the Tax-Exempt Bond from federal gross income will not be adversely affected thereby.

(f) In consultation with Bond Counsel, if the City designates any series of Tax-Exempt Bonds as “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code, it will represent that:

(i) the aggregate face amount of all tax-exempt obligations (other than private activity bonds which are not “qualified 501(c)(3) bonds” and certain refunding bonds) which will be issued by the City (and all subordinate entities thereof) during the calendar year in which the Tax-Exempt Bonds are issued is not reasonably expected to exceed \$10,000,000; and

(ii) the City (including all subordinate entities thereof) will not issue an aggregate principal amount of obligations designated by the City to be “qualified tax-exempt obligations” during the calendar year in which the Tax-Exempt Bonds are issued, including the Tax-Exempt Bonds, in excess of \$10,000,000, without first obtaining an opinion of Bond Counsel that the designation of the Tax-Exempt Bond as a “qualified tax-exempt obligation” will not be adversely affected.

The Authorized Officers, or each individually, are hereby authorized to take such other action as may be necessary to make effective the designation in this **Section 801(f)**.

(g) The Council hereby adopts the Post-Issuance Tax Compliance Procedures attached to this Ordinance as Exhibit B to ensure that all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Tax-Exempt Bonds which are intended to be tax-exempt are met. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change these policies and procedures from time to time, without notice.

(h) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Tax-Exempt Bonds pursuant to **Article VII** of this Ordinance or any other provision of this Ordinance, until the final Maturity of the Tax-Exempt Bond.

Section 802. Continuing Disclosure.

(a) If applicable, the City (i) authorizes and directs any Authorized Officer to execute and deliver, on the date of the issuance of the Bonds, a Continuing Disclosure Undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 promulgated under the Exchange Act (“**Rule 15c2-12**”) and is acceptable to the Purchaser and Bond Counsel and (ii) covenants that it will comply with and carry out all of the provisions of the Undertaking. The Authorized Officers, or each individually, may designate a dissemination agent thereunder to assist with compliance. Notwithstanding any other provisions of this Ordinance, failure of the City to comply with the Undertaking will not be considered a default under this Ordinance or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section and the Undertaking. For purposes of this Section, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

(b) The City hereby adopts the Disclosure Policies and Procedures attached to this Ordinance as **Exhibit C** to ensure the City satisfies the requirements of Rule 15c2-12 and the Undertaking. The City reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The City also reserves the right to change such policies and procedures from time to time, without notice.

Section 803. Amendments. The rights and duties of the City and the Registered Owners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by an ordinance of the City with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk.

Without the written consent of the Registered Owners of all of the Bonds at the time Outstanding, no modification or alteration of this Ordinance shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the City is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

Without notice to or the consent of any Registered Owners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Bonds or of this Ordinance, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in an ordinance adopted by the Council amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the Secretary, shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance of this Ordinance will be sent by the City Clerk to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of such amendatory or supplemental ordinance of the City, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance which affects the duties or obligations of the Paying Agent under this Ordinance.

Section 804. Notices, Consents and Other Instruments by Registered Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

Section 805. Declaration of Official Intent for Reimbursement. The City may initially finance all or a portion of the costs of the Project with legally available funds of the City (the "**Prior Capital Expenditures**"), in an amount not exceeding the amount authorized under **Section 201** of this Ordinance. If the City does finance all or a portion of the Project with legally available funds of the City, the City reasonably expects that such Prior Capital Expenditures would be repaid from proceeds of tax-exempt Bonds. In accordance with the provisions of this Ordinance and Treasury Regulations, Section 1.150-2, promulgated under the Code, and solely for such purposes, the City hereby declares its official intent to reimburse any Prior Capital Expenditures out of the proceeds of tax-exempt Bonds. All of the Prior Capital Expenditures covered by this declaration of official intent will be incurred during the period commencing 60 days prior to the date of this Ordinance and ending no later than the later of (a) the date that is 18 months after the date on which it makes such Prior Capital Expenditures, or (ii) the date that is 18 months after the date on which the Project financed with such Prior Capital Expenditures is placed in service, but in any event no later than 3 years after the original date of such Prior Capital Expenditures, or (iii) such other date that is permitted by law.

Section 806. General and Specific Authorizations; Ratification of Prior Actions. Without in any way limiting the power, authority or discretion elsewhere herein granted or delegated, the Council hereby (a) authorizes and directs the Authorized Officers and all other officers, officials, employees and agents of the City to carry out or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any of them, in consultation with Bond Counsel, any Purchaser and its counsel shall consider necessary, advisable, desirable or appropriate in connection with this Ordinance, including without limitation the execution and delivery of all related documents, instruments, certifications and opinions, and (b) delegates, authorizes and directs the Authorized Officers the right, power and authority to exercise his or her independent judgment and absolute discretion in (i) determining and finalizing all terms and provisions to be carried by the Bonds not specifically set forth in this Ordinance and (ii) the taking of all actions and the making of all arrangements necessary, proper, appropriate, advisable or desirable in order to effectuate the issuance, sale and delivery of the Bonds. The execution and delivery by any Authorized Officer or by any such other officers, officials, employees or agents of the City of any such documents, instruments, certifications and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Ordinance, shall constitute conclusive evidence of both the City's and their approval of the terms, provisions and contents thereof and of all changes, modifications, amendments, revisions and alterations made therein and shall conclusively establish their absolute, unconditional and irrevocable authority with respect thereto from the City and the authorization, approval and ratification by the City of the documents, instruments, certifications and opinions so executed and the actions so taken.

All actions heretofore taken by any Authorized Officer and all other officers, officials, employees and agents of the City, including without limitation the expenditure of funds and the selection, appointment and employment of Bond Counsel and financial advisors and agents, in connection with issuance and sale of the Bonds, together with all other actions taken in connection with any of the matters which are the subject hereof, be and the same is hereby in all respects authorized, adopted, specified, accepted, ratified, approved and confirmed.

Section 807. Benefits of Ordinance Limited to the City and the Owners. With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Bonds is intended or should be construed to confer upon or give to any person other than the City and the Owners of the Bonds any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the Owner from time to time of the Bonds as herein and therein provided.

Section 808. No Personal Liability. No officer or employee of the City shall be individually or personally liable for the payment of the principal of or interest on any Bond. Nothing herein contained shall, however, relieve any such officer or employee from the performance of any duty provided or required by law.

Section 809. Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

Section 810. Governing Law. This Ordinance shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 811. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law.

[The remainder of this page intentionally left blank.]

DATED: May 5, 2025.

CITY OF BEATRICE, NEBRASKA

ATTEST:

By: _____
Mayor

By: _____
City Clerk

EXHIBIT A
(FORM OF BOND)

Registered
No. R- _____

Registered
\$ _____

UNITED STATES OF AMERICA
STATE OF NEBRASKA
CITY OF BEATRICE

GENERAL OBLIGATION HIGHWAY ALLOCATION FUND PLEDGE BOND
[TAXABLE] SERIES 2025

<u>Interest Rate</u> _____ %	<u>Maturity Date</u> _____, 20__	<u>Dated Date</u> _____, 20__	<u>CUSIP</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

THE CITY OF BEATRICE, NEBRASKA, a city of the first class and political subdivision duly organized and validly existing under the laws of the State of Nebraska (the "City"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on _____ and _____ in each year, beginning _____, 20__, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation hereof to _____, in _____, as registrar and paying agent (the "**Paying Agent**"), or such other office as may be designated by the Paying Agent. The interest payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the on the fifteenth day (whether or not a business day) immediately preceding each Interest Payment Date. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This bond is one of an issue of fully registered bonds (the “**Bonds**”) in the aggregate principal amount of _____ Dollars (\$ _____), of even date and like tenor except as to number, denomination, maturity date, interest rate and priority of redemption, authorized by Ordinance No. ____ (the “**Ordinance**”), passed by the Council and approved by the Mayor on May 5, 2025, pursuant to Section 66-4,101 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**Act**”), for the purpose of paying (a) the costs of constructing and/or improving certain streets and related improvements of the City and (b) the costs of issuing the Bonds in strict compliance with the provisions of the Act.

In the Ordinance, the City has pledged funds received and to be received from the Highway Allocation Fund of the State of Nebraska and allocates such receipts to payment of the principal hereof and the interest hereon when and as the same becomes due. Such pledge does not prevent the City from applying receipts from the Highway Allocation Fund to other qualifying uses under the Act. The City has reserved the right in the Ordinance to issue additional bonds that are payable on par with the Bonds and equally and ratably secured by a pledge of receipts from the Highway Allocation Fund.

In addition, the City has covenanted and agreed that to the extent receipts from the Highway Allocation Fund and other legally available money of the City appropriated for such purposes is insufficient to pay the principal of and interest on the Bonds when and as the same shall become due, it shall levy ad valorem taxes upon all the taxable property in the City at such rate or rates, which, together with receipts from the Highway Allocation Fund and any other money made available and used for such purpose, will be sufficient to make payment of the principal of and interest on the Bonds as the same shall become due, whether at maturity or earlier redemption.

Reference is hereby made to the Ordinance, a copy of which is on file in the office of the City Clerk, and to all the provisions of which any owner of this bond by its acceptance hereof hereby assents, for a description of and the nature and extent of the security for the Bonds; the Highway Allocation Fund and tax revenues pledged to the payment of the principal of and interest on the Bonds; the terms and provisions upon which the covenants made therein may be discharged at or prior to the maturity or redemption of the Bonds and the Bonds thereafter no longer be secured by the Ordinance or be deemed to be outstanding thereunder, if money or certain specified securities shall have been deposited with the Registrar sufficient and held in trust solely for the payment thereof; and for the other terms and provisions thereof.

At the option of the City, Bonds or portions thereof maturing on or after _____, 20__ may be redeemed and paid prior to maturity at any time on or after _____, 20__, as a whole, or in part in such principal amounts and from such maturity or maturities as the City may determine, at a redemption price equal to 100% of the principal amount of the Bonds called for redemption plus accrued interest thereon to the redemption date. If less than all of a maturity is to be called for redemption, the Paying Agent shall select by lot the portion or portions of such maturity to be redeemed.

[Bonds maturing on _____, 20__, are subject to mandatory redemption and payment prior to maturity pursuant to the mandatory redemption requirements of the Ordinance

on _____, 20 ____, and on each _____, thereafter prior to maturity, at a redemption price equal to 100% of the Principal Amount thereof plus accrued interest to the redemption date.]

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date (or such shorter period as may be acceptable to the then-Registered Owner) to the original purchaser of the Bond and the Registered Owner hereof at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bond or portions thereof to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) the Bond or portions thereof shall cease to bear interest.

The Bond is issuable in the form of a fully registered Bond in the denominations of \$5,000 or any whole multiples thereof.

This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the designated corporate trust administration office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

[In the Ordinance the City has designated this bond as a "qualified tax-exempt obligation" as described in Section 265(b)(3)(B)(i) of the Internal Revenue Code of 1986, as amended (the "Code").]

[AS PROVIDED IN THE ORDINANCE REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE ORDINANCE, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THE ORDINANCE TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT AND REGISTRAR. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE ORDINANCE.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT AND REGISTRAR FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT AND REGISTRAR FOR PAYMENT OF

PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT HEREOF OR SUBSTITUTION HEREFOR IS REGISTERED IN THE NAME OF DTC AND ANY PAYMENT IS MADE TO DTC OR ITS NOMINEE, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL BECAUSE ONLY THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, HAS AN INTEREST HEREIN.]

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bond have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska.

THE CITY OF BEATRICE, NEBRASKA, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk.

CITY OF BEATRICE, NEBRASKA

ATTEST:

Mayor

City Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds authorized by an ordinance passed and approved by the Mayor and City Council of the City of Beatrice, Nebraska as described in said bond.

_____, as Registrar and Paying Agent

By: _____
Authorized Trust Officer

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

Title: _____

By: _____

EXHIBIT B

Post-Issuance Compliance Procedures

General

In connection with the issuance of any Tax-Exempt Bonds (as defined in the Ordinance adopted by the Mayor and City Council of the City of Beatrice, Nebraska on May 5, 2025), the City will execute a tax compliance certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on the Tax-Exempt Bonds. In addition, the Tax Certificate will contain the reasonable expectations of the City at the time of issuance of the Tax-Exempt Bonds with respect to the use of the gross proceeds of the Tax-Exempt Bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the City in the Tax Certificate. In order to comply with the covenants and representations set forth in the bond documents and in the Tax Certificate, the City tracks and monitors the actual use of the proceeds of the Tax-Exempt Bonds, the investment and expenditure of the Tax-Exempt Bond proceeds and the assets financed or refinanced with the proceeds of the Tax-Exempt Bonds over their life.

Designation of Responsible Person

The City Treasurer shall maintain an inventory of the Tax-Exempt Bonds and assets financed which contains the pertinent data to satisfy the City’s monitoring responsibilities. Any transfer, sale or other disposition of Tax-Exempt Bond-financed assets must be reviewed and approved by the City Treasurer.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The City shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Tax-Exempt Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Tax-Exempt Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Tax-Exempt Bonds.

The City also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Tax-Exempt Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Tax-Exempt Bond-financed or refinanced assets.

The City shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of Tax-Exempt Bond proceeds, unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds.

Unless otherwise provided by the Ordinance or other authorizing documents relating to the Tax-Exempt Bonds, unexpended Tax-Exempt Bond proceeds shall be held in a segregated account by a trustee, and the investment of Tax-Exempt Bond proceeds shall be managed by the City. The City shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Tax-Exempt Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds, the City shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Tax-Exempt Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Tax-Exempt Bonds, and no later than 60 days after the last Tax-Exempt Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Tax-Exempt Bonds, monitoring the investment and expenditure of Tax-Exempt Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Tax-Exempt Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Tax-Exempt Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents provide that arbitrage rebate will not be applicable to the Tax-Exempt Bonds).

Use of Tax-Exempt Bond Proceeds and Tax-Exempt Bond-Financed or Refinanced Assets:

The City shall be responsible for:

- monitoring the use of Tax-Exempt Bond proceeds and the use of Tax-Exempt Bond-financed or refinanced assets (*e.g.*, facilities, furnishings or equipment) throughout the term of the Tax-Exempt Bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the Tax-Exempt Bonds, including a final allocation of Tax-Exempt Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Tax-Exempt Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Tax-Exempt Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Tax-Exempt Bond-financed or refinanced assets to identify and discuss any existing or planned use of Tax-Exempt Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the City discovers that any applicable tax restrictions regarding use of Tax-Exempt Bond proceeds and Tax-Exempt Bond-financed or refinanced assets will or may be violated, consulting promptly with bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The City, in the Tax Certificate and/or other documents finalized at or before the issuance of the Tax-Exempt Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The City shall be responsible for maintaining the following documents for the term of the Tax-Exempt Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Tax-Exempt Bond closing transcript(s) and other relevant documentation delivered to the City at or in connection with closing of the Tax-Exempt Bonds, including any elections made by the City in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Tax-Exempt Bond proceeds, including (without limitation) construction contracts,

purchase orders, invoices, trustee requisitions and payment records, draw requests for Tax-Exempt Bond proceeds and evidence as to the amount and date for each draw down of Tax-Exempt Bond proceeds, as well as documents relating to costs paid or reimbursed with Tax-Exempt Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Tax-Exempt Bond proceeds, including a final allocation of Tax-Exempt Bond proceeds;

- a copy of all contracts and arrangements involving the use of Tax-Exempt Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to City bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT C

DISCLOSURE POLICIES AND PROCEDURES

Purpose of Disclosure Policies and Procedures

The issuance and sale of certain municipal bonds, notes, certificates of participation or other obligations (collectively, “**Obligations**”) are subject to certain federal and state securities laws, including Rule 15c2-12 (the “**Rule**”) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”). The Rule requires that an underwriter, prior to purchasing or selling an issue of Obligations in a principal amount of \$1,000,000 or more, obtain a written agreement from the issuer of such Obligations to provide certain financial information or operating data on an annual basis and notices of the occurrence of certain enumerated events with the Municipal Securities Rulemaking Board (“**MSRB**”) using the MSRB’s Electronic Municipal Market Access system (“**EMMA**”).

The City of Beatrice, Nebraska (the “**City**”) has previously issued or may in the future issue Obligations subject to the Rule, and in connection with such issuances the City has entered and/or will enter into one or more Continuing Disclosure Certificates or Continuing Disclosure Agreements (collectively, the “**Undertakings**”) in accordance with the Rule. Pursuant to such Undertakings, the City has covenanted or will covenant to comply with the Rule by timely making the required filings. These Policies and Procedures are intended to assure that all filings required under the Rule are made timely and completely and meet all requirements of the Rule.

Designation of City Representative; Maintenance of List and Files

The “**City Representative**” for the City shall be the City’s Treasurer and any alternate or assistant as such City Treasurer shall appoint. The City Representative is directed to employ the policies and procedures described herein. The City Representative shall be knowledgeable and familiar with the provisions of each Undertaking as to the type, format and content of the financial information or operating data to be included in each Annual Report required to be made thereunder, the instances in which notice of the occurrence of certain events must be given, and the timing requirements for the filing thereof. The City and the City Representative recognize and acknowledge that the terms, requirements and filing deadlines may vary by Undertaking.

The City Representative shall maintain a current list for each fiscal year identifying each issue of Obligations of the City outstanding during such fiscal year setting forth the name, original principal amount, date of issuance and CUSIP numbers for each such issue and the dates by which the Annual Reports are required to be submitted to the MSRB using EMMA, such list to be accompanied by copies of the related Undertakings.

Dissemination Agents

The City and the City Representative may utilize the services of a financial institution or other provider to act as dissemination agent (each, a “**Dissemination Agent**”) in filing the disclosures and notices described herein and performing the duties of the Dissemination Agent in accordance with the terms of the applicable Undertaking. The Dissemination Agent shall review and be familiar with the contents and filing requirements of the particular Undertaking and with the procedures for making the filings required under such Undertaking with the MSRB using the EMMA system. The City Representative shall coordinate the preparation and submission of the required information with such Dissemination Agent to ensure full compliance with the requirements of the Rule and the applicable Undertakings.

Annual Financial Filings

The City Representative will review the Undertaking related to each outstanding issue of Obligations to determine the financial information required to be included in the Annual Report (i.e., the City’s Audited Financial Statements and certain other financial information or operating data with respect to the City, if applicable (the “**Annual Report**”)) required to be filed annually with the MSRB using the EMMA system, and the deadline by which such information must be filed. If the filing requirements of two or more Undertakings are identical, the Issuer Representative may file identical Annual Reports with respect to each issue of the Issuer’s Obligations. If two or more Undertakings have different filing requirements, the Issuer Representative may file a separate Annual Report with respect to the applicable Undertaking or may file a single, comprehensive Annual Report with respect to all of such Undertakings. The City Representative shall be knowledgeable and familiar with the specific requirements for the filing of a Notice of Failure to File the Annual Report by the date(s) required under the terms of each Undertaking, if applicable.

The City Representative shall timely initiate the process of preparing the financial information or operating data required to be submitted under each Undertaking as part of the Annual Report. The City Representative shall assemble the information as soon as it becomes available and determine the scope of additional information to be required and also contact the auditors to establish a schedule for completion and submission for the Audited Financial Statements.

The City Representative will timely file the Annual Report, or will cause the Dissemination Agent to file the Annual Report, with the MSRB using the EMMA system. If the Audited Financial Statements are not then available by the filing deadline of a particular Undertaking, unaudited financial information may be filed with the MSRB using EMMA and the Audited Financial Statements shall be filed within 10 business days of their receipt and acceptance.

Listed Event Filings

The City Representative will review the Undertaking related to each outstanding issue of Obligations for the listed events which, upon the occurrence thereof, require prompt notices to be filed with the MSRB using the EMMA system. The City Representative will monitor the Obligations and the City’s operations for occurrences of any such events and will

actively evaluate whether an event may be a listed event as set forth in the City's outstanding Undertakings. After obtaining actual knowledge of such an event, the City Representative will promptly contact the City's bond counsel and the Dissemination Agent, if any, to determine whether the City must file notice of the event with the MSRB under one or more of its Undertakings. Upon a determination that the City must file such notice, the City Representative will file the appropriate notice, or will cause the Dissemination Agent to file such notice, with the MSRB using the EMMA system within ten (10) business days after the occurrence of the listed event or as the City's bond counsel may otherwise direct.

Reports of City Representative; Record Retention

The City Representative shall provide to the City Council, any Dissemination Agent and the underwriter each issue of Obligations, confirmation from EMMA received upon the filing of each Annual Report and any other filings made with the MSRB using the EMMA system promptly upon receipt of each such confirmation.

The City Representative shall maintain records with respect to the filings with the MSRB using EMMA, including, but not limited to, EMMA posting receipts showing the dates and nature or contents of all filings for each issue of Obligations outstanding during each fiscal year. Such records shall be kept for at least 5 years after the respective issue of Obligations is no longer outstanding.

Familiarity with EMMA Submission Process

The City Representative shall register with EMMA and review the on-line process of filing with EMMA located at www.emma.msrb.org in order to submit the required information. The MSRB Market Information Department can also be contacted at 703.797.6668. A tutorial is available at the website and a practice submission is available as well. The City Representative also shall enroll the City in EMMA's reminder system to ensure timely performance of its responsibilities and obligations.

Notwithstanding the foregoing, if the City has retained a Dissemination Agent to assist with making the filings required by the City's Undertakings and to remind the City of its filing deadlines, the City Representative need not register with EMMA or enroll in EMMA's reminder system.

Training

To ensure adequate resources to comply with the Rule, the City Representative shall develop a training process aimed at providing additional assistance in preparing required information. The training process shall be conducted at least annually and shall encompass a review of the EMMA submission process and an understanding of the timing requirements necessary for full compliance. The retention by the City of a Dissemination Agent to assist it with compliance under its Undertakings and the Rule may be deemed part of such training process.

Review of Offering Document in Connection with Primary Offerings

In connection with a new issue of Obligations, the City Representative, together with such City officials as the City Representative deems appropriate, shall promptly review upon receipt the offering document by which such Obligations shall be offered and sold. For any issue of Obligations subject to the Rule, prior to the distribution of the related offering document the City shall deem the information concerning the City in such offering document as accurate and complete in all material respects (except for such information as permitted to be omitted by the Rule) as of the date of such offering document. The City shall confirm prior to the final pricing of the Obligations that the information concerning the City in the offering document does not contain an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.



AGENDA ITEM

Subject: Resolution executing the First Amendment to the Pole Agreement with Charter Communications Operating, LLC, as recommended by BPW

For Agenda of: May 5, 2025

Exhibit(s):

Date Submitted: April 30, 2025

Resolution executing the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement's term and to add compensation amounts for any and all future five (5) year terms of said Agreement

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board this Agreement has been in place for approximately ten (10) years and included an automatic renewal clause, however, there was no dollar amount listed. This amendment clarifies there will be an increase of \$0.50 per pole per year. Charter is also operating under a new name so that change was made, as well as changing the Agreement from the Board of Public Works to the City. Boardmember Zarybnicky inquired if there are any other pole agreements similar to this price and Tempelmeyer noted the City has an Agreement with Pinpoint, however, their rate varies as they provide services to the City and that is reflected in their cost per pole.

Moved by Leech, seconded by Zarybnicky, that the Mayor and City Council execute the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement's term and to add compensation amounts for any and all future five (5) year terms of said Agreement.

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, on or about November 10, 2015, the Beatrice Board of Public Works (“BPW”) entered into a Pole Agreement with Charter Communications, Operating, LLC, a Delaware corporation (“Charter”); and

WHEREAS, BPW desires to assign all of its rights, title, and interest in said Agreement to the City of Beatrice, Nebraska (“City”); and

WHEREAS, Charter desires to assign all of its rights, title, and interest in said Agreement to Spectrum Mid-America, LLC, a Delaware corporation (“Spectrum”); and

WHEREAS, City and Spectrum desire to renew the Agreement for an additional five (5) year term; and

WHEREAS, City and Spectrum desire to amend said Agreement to provide for subsequent extensions of the Agreement’s term and to add compensation amounts for any and all future five (5) year terms of said Agreement.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Pole Agreement dated November 10, 2015, between the Board of Public Works, and Charter Communications Operating, LLC, in order to provide for subsequent extensions of the Agreement’s term and to add compensation amounts for any and all future five (5) year terms of said Agreement. A copy of said First Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

FIRST AMENDMENT TO POLE AGREEMENT

This First Amendment to Pole Agreement ("First Amendment") dated this ___ day of _____, 202__ is entered into by and between the City of Beatrice Board of Public Works, Nebraska, a municipal corporation ("BPW"), the City of Beatrice, Nebraska, a municipal corporation ("City"), Charter Communications Operating, LLC, a Delaware corporation ("Charter"), and Spectrum Mid-America, LLC, a Delaware corporation ("Spectrum"), a company under common control with Charter.

RECITALS

WHEREAS, on November 10, 2015, BPW entered into a Pole Agreement with Charter (the "Agreement"); and

WHEREAS, BPW desires to assign the agreement to the City, pursuant to Article X, Section 10.1 of the Agreement; and

WHEREAS, Charter desires to assign the Agreement to Spectrum pursuant to Article X, Section 10.1 of the Agreement; and

WHEREAS, City and Spectrum desire to renew the Agreement for an additional five (5) year period and provide for subsequent extensions of the Agreement's term; and

WHEREAS, the City and Spectrum desire to amend the Agreement in order to add compensation amounts for any and all future five (5) year terms of the Agreement.

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

1. **Assignments.** BPW hereby transfers and assigns all of its rights, title, and interest in the Agreement to City, and City hereby accepts such assignment. Charter hereby transfers and assigns all of its rights, title, and interest in the Agreement to Spectrum, and Spectrum hereby accepts such assignment.
2. **ARTICLE I, Section 1.1**
 - a. Article I, Section 1.1. is hereby amended to include the following sentence at the end of that Section: "The term of this agreement shall be automatically extended thereafter for successive five (5) year terms unless either party provides ninety (90) calendar days written notice of termination."
3. **ARTICLE II, Section 2.1**
 - a. ARTICLE II, Section 2.1 is hereby deleted and restated as follows:

"COMPENSATION

ARTICLE II

2.1 Cable Company shall pay to City for attachment made to poles owned by City an annual rental at the rates described as follows:

August 17, 2015 thru August 16, 2016.....\$14.00 per pole
August 17, 2016 thru August 16, 2017.....\$14.50 per pole
August 17, 2017 thru August 16, 2018.....\$15.00 per pole
August 17, 2018 thru August 16, 2019.....\$15.50 per pole
August 17, 2019 thru August 16, 2020.....\$16.00 per pole

If this Agreement is extended for an additional five (5) years as provided in Paragraph 1.1, then Cable Company shall pay to City for attachment made to poles owned by City an annual rental at the rates described as follows:

August 17, 2020 thru August 16, 2021.....\$16.50 per pole
August 17, 2021 thru August 16, 2022.....\$17.00 per pole
August 17, 2022 thru August 16, 2023.....\$17.50 per pole
August 17, 2023 thru August 16, 2024.....\$18.00 per pole
August 17, 2024 thru August 16, 2025.....\$18.50 per pole

Effective August 17, 2025, and for each subsequent five (5) year renewal term of this Agreement, the price per pole shall increase by fifty cents (\$0.50) each year. For illustrative purposes, if the Agreement is renewed for an additional five (5) year term, the price per pole will be adjusted to reflect this increase as follows:

August 17, 2025 thru August 16, 2026.....\$19.00 per pole
August 17, 2026 thru August 16, 2027.....\$19.50 per pole
August 17, 2027 thru August 16, 2028.....\$20.00 per pole
August 17, 2028 thru August 16, 2029.....\$20.50 per pole
August 17, 2029 thru August 16, 2030.....\$21.00 per pole

The total amount of such annual rental shall be payable in advance on August 17th of each year of the Agreement and shall be computed by multiplying the number of Cable Company attachments to poles owned by City as determined by the Board of Public Works of the City on such date by the rate for the respective year as described in this paragraph. As the formula is calculated by attachment, not by pole, the rental will be calculated by attachment, not by pole. Additional attachments during the year will be prorated at the monthly rate for the balance of the year. Nonpayment of any amount due under this section by the 15th day of September of each respective year, shall constitute a default of this Agreement. Further, Cable Company shall be charged a one percent (1%) per month compounding penalty for each month the payment is delinquent after September 15th of each respective year. Cable Company shall furnish the City with an annual report showing the number of and locations of the attachments to City's poles. Such annual reports shall be submitted to City at the same time as the annual rental amount."

This First Amendment to Pole Agreement is effective as of the date reflected in the first paragraph above.

Attest

THE CITY OF BEATRICE BOARD OF
PUBLIC WORKS, NEBRASKA, a Municipal
Corporation

Erin Saathoff, City Clerk

By: _____
Robert Moran, Chair

Attest

THE CITY OF BEATRICE
NEBRASKA, a Municipal
Corporation

Erin Saathoff, City Clerk

By: _____
Robert Morgan, Mayor

CHARTER COMMUNICATIONS
OPERATING, LLC, a Delaware corporation
By: Charter Communications, Inc., its Manager

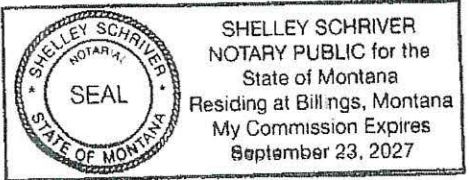
Name: Tyler Olson
Title: Area VP

SPECTRUM MID-AMERICA, LLC, a Delaware
corporation
By: Charter Communications, Inc., its Manager

Name: Tyler Olson
Title: Area VP

STATE OF MT)
COUNTY OF Yellowstone) ss.

The foregoing instrument was acknowledged before me on this 22 day of April, 2025 by Charter Communications, Inc., Manager and authorized signatory of Charter Communications Operating, LLC, and Spectrum Mid-America, LLC, to be their voluntary act and deed on behalf of said organizations.



Shelley Schriver
Notary Public



AGENDA ITEM

Subject: Resolution executing and Agreement for Professional Services with JEO Consulting Group, Inc., for construction Oversight for the 2025 Corral Crossing project, as recommended by BPW

For Agenda of: May 5, 2025

Exhibit(s):

Date Submitted: April 30, 2025

Resolution executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Corral Crossing project

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board this Agreement is to hire JEO to oversee the construction of the redevelopment of Corral Crossing, the former Paddock Lane Elementary School site, to ensure all work is being according to the plans and specifications. This Agreement is not to exceed \$103,310. Boardmember Moran inquired why this is not being done by City staff and James Burroughs, City Engineer, explained the City does not have the necessary equipment and testing materials and would have to hire another company out to do the core testings, as they are required etc. Burroughs noted his staff of three (3) would not be able to be onsite at this project, as well as oversee the other construction projects planned. Tempelmeyer noted it would not be feasible to hire additional staffing to complete the oversight on this project, as the need for the additional employee would cease upon completion of this redevelopment.

Moved by Hartley, seconded by Leech, that the Mayor and City Council execute an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Corral Crossing project.

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) is in the process of developing Corral Crossing Addition (the former Paddock Lane Elementary School Site) into a residential housing development; and

WHEREAS, as part of this development, the City will be constructing street and utility improvements; and

WHEREAS, the City desires to retain JEO Consulting Group, Inc., (“JEO”) for engineering and material testing services related to the construction of the street and utility improvements for the site.

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

SECTION 1. That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Agreement for Professional Services retaining JEO for engineering and material testing services related to the construction of the street and utility improvements for the Corral Crossing Addition site. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Beatrice ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2025 Corral Crossing Addition ("Project") in Beatrice, NE.

JEO Project Number: 240608.04

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is provided in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

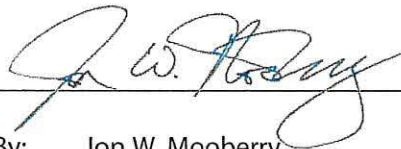
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Beatrice

Engineer: JEO Consulting Group, Inc.

By: _____


By: Jon W. Mooberry

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 4/29/2025

Address for giving notices:

Address for giving notices:

Attn: Tobias J. Tempelmeyer

JEO Consulting Group, Inc.

400 Ella Street

1937 N. Chestnut Street

Beatrice, NE 68310

Wahoo, NE 68066

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

SCOPE OF SERVICES – JEO 240608.04

PROJECT DESCRIPTION:

The City of Beatrice plans to construct street and utility improvements in collaboration with and to provide public facilities for the 2025 Corral Crossing Addition (Phases 1, 2, and 3) in Beatrice, NE.

The scope of this agreement is to provide construction engineering and material testing services.

1. CONSTRUCTION ADMINISTRATION & STAKING

- 1.1. Schedule and conduct a Pre-construction Conference (Pre-Con), consisting of one (1) meeting prior to the start of construction. This conference will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Discuss construction phasing and access requirements. Notes from the Pre-construction Conference will be provided to all participants by the Engineer.
- 1.2. Review shop drawings and related data supplied by the Contractor.
- 1.3. Provide interpretation of the plans and specifications, when necessary. Provide value engineering review for incorporation into Contract.
- 1.4. Monitor and assist with environmental permitting requirements.
- 1.5. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval. Five (5) progress payments and one final payment is estimated.
- 1.6. Conduct monthly progress meetings, up to four (4) estimated.
- 1.7. Conduct up to five (5) Owner meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 1.8. Consult with and advise Owner during construction in regards to all aspects of the project.
- 1.9. Provide construction staking one time for each of the following (22 trips estimated);
 - 1.9.1. Verification/Re-establishment of horizontal and vertical control on site.
 - GPS Control – Set control points for GPS site grading and Contractor use.
 - 1.9.2. Removals: Marked in the field by paint, if necessary.
 - 1.9.3. Water Main: One offset hub every 100' and at fire hydrants and fittings.
 - No Grade Elevations to be provided.
 - 1.9.4. Sanitary Sewer: One graded offset every 100', two graded offset at each manhole/cleanout, and one lath at services.
 - 1.9.5. Storm Sewer: One graded offset hub every 100'; two offsets per inlet, and two offset per manhole and/or outfall structure.
 - 1.9.6. Subgrade Stakes: Not Provided. To be constructed via GPS Machine Control.
 - 1.9.7. Paving Hubs: Set two rows every 50' and up to 15 offset hubs around cul-de-sac.
 - 1.9.8. Subdivision/Property Corners: Lath at perimeter subdivision points and at property corners to be utilized for construction of services to properties.
- 1.10. Provide as-built drawings plan set in PDF format.
- 1.11. Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 1.12. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 1.13. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

- 1.14. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
 - 1.14.1. Issue 6 and 11-month warranty letters to the Owner and Contractor.
 - 1.14.2. Conduct field review of project, one (1) meeting should a field inspection be necessary.
 - 1.14.3. Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

2. CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATIVE) & MATERIAL TESTING

- 2.1. JEO will furnish a part-time Resident Project Representative (RPR) and Construction Manager (CM) to observe construction progress and document quality of the work.
 - 2.1.1. For the RPR, an estimated 274 hours total or 12.5 hours per week over 22 weeks of construction is anticipated.
 - 2.1.2. In support of the RPR, an estimated 39 hours or 2 hours per week over 22 weeks is estimated for the Construction Manager to provide on-site inspections.
- 2.2. The duties and responsibilities of the RPR are described as follows:
 - 2.2.1. Mark removals for construction.
 - 2.2.2. Review of contractors work for general compliance with the plans and specifications.
 - 2.2.3. Monitor Contractors' progress and project schedule.
 - 2.2.4. Complete Construction Observation Reports when on site.
 - 2.2.5. Measure pay quantities and coordinate concurrence with Contractor.
 - 2.2.6. Review of materials delivered to the site for specification compliance.
 - 2.2.7. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - 2.2.8. Review and coordinate with materials testing by independent subconsultant lab. *JEO to complete concrete testing and make cylinders on site to be provided to subconsultant.*
 - 2.2.9. Attend progress meetings.
 - 2.2.10. Assist with preparation of As-Built Plans.
 - 2.2.11. Provide monitoring and assistance with SWPPP administration, monitoring, and required inspections to be provided by Contractor.
- 2.3. Material testing is to be completed by Subconsultant with test procedures, requirements, frequency, and locations as set forth in the plans and specifications or as directed by the Owner/Engineer or field representative. Testing will be conducted on an "on-call" basis. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. Invoicing will be based on the tests actually performed.
 - 2.3.1. Material testing on this project may consist of the following services:
 - Compaction tests on earthwork fill, structural fill, and backfill.
 - Compaction tests on pavement subgrades.
 - Test concrete cylinders.
 - Appurtenant laboratory tests on soil, concrete, and asphalt materials.
 - Engineering consultation, reports, and project management.
 - 2.3.2. The scope of material testing services anticipated is outlined and will be billed at the unit rates listed below. Any tests not listed will be billed at normal fee schedule rates in effect at the time of the test.

Material Testing Frequency & Fee Estimate



Fee Estimate

Materials Services

Corral Crossing Addition - Beatrice, NE - Phase 1

Terracon Proposal No. PA3251077

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
01 - EARTHWORK OBSERVATION AND TESTING				
Field Technician	\$ 86.00	36	hours	\$ 3,096.00
Trip Charge (Technician)	\$ 260.00	18	each	\$ 4,680.00
Sub Total				\$ 7,776.00
02 - LABORATORY SOIL/AGGREGATE TESTING				
Standard Proctor, Soil	\$ 210.00	2	tests	\$ 420.00
Atterberg Limits	\$ 130.00	2	tests	\$ 260.00
Sub Total				\$ 680.00
09 - PORTLAND CEMENT CONCRETE TESTING				
Compressive Strength of Concrete (made by others)	\$ 26.00	40	tests	\$ 1,040.00
Sub Total				\$ 1,040.00
20 - PROJECT MANAGEMENT				
Project Coordinator	\$ 86.00	2	hours	\$ 172.00
Project Manager	\$ 140.00	10	hours	\$ 1,400.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$ 165.00
Sub Total				\$ 1,737.00
TOTAL				\$ 11,233.00

Fee Estimate

Materials Services

Corral Crossing Addition - Beatrice, NE - Phase 2

Terracon Proposal No. PA3251077

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
01 - EARTHWORK OBSERVATION AND TESTING				
Field Technician	\$ 86.00	10	hours	\$ 860.00
Trip Charge (Technician)	\$ 260.00	5	each	\$ 1,300.00
Sub Total				\$ 2,160.00
09 - PORTLAND CEMENT CONCRETE TESTING				
Compressive Strength of Concrete (made by others)	\$ 26.00	10	tests	\$ 260.00
Sub Total				\$ 260.00
20 - PROJECT MANAGEMENT				
Project Coordinator	\$ 86.00	1	hours	\$ 86.00
Project Manager	\$ 140.00	2	hours	\$ 280.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$ 165.00
Sub Total				\$ 531.00
TOTAL				\$ 2,951.00

Fee Estimate					
Materials Services					
Corral Crossing Addition - Beatrice, NE - Phase 3					
Terracon Proposal No. PA3251077					
DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL	
01 - EARTHWORK OBSERVATION AND TESTING					
Field Technician	\$ 86.00	14	hours	\$	1,204.00
Trip Charge (Technician)	\$ 260.00	7	each	\$	1,820.00
Sub Total				\$	3,024.00
09 - PORTLAND CEMENT CONCRETE TESTING					
Compressive Strength of Concrete (made by others)	\$ 26.00	30	tests	\$	780.00
Sub Total				\$	780.00
20 - PROJECT MANAGEMENT					
Project Coordinator	\$ 86.00	1	hours	\$	86.00
Project Manager	\$ 140.00	4	hours	\$	560.00
Senior Project Manager / APR	\$ 165.00	1	hours	\$	165.00
Sub Total				\$	811.00
TOTAL				\$	4,615.00

3. FEE

- 3.1. The total cost to provide construction engineers services will be billed either as lump sum, unit rates, or hourly not to exceed as noted below.
- 3.2. The above mentioned fees includes JEO’s billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

3.3. Tasks	Fee	
Construction Administration & Staking	\$ 41,550	Hourly Not to Exceed
Construction Observation & Material Testing	\$ 61,760	Hourly Not To Exceed*
Total	\$ 103,310	

*Note, includes billing per unit rates as indicated for material testing.

4. PAYMENT:

- 4.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

5. TIME FRAME:

- 5.1. Construction Contract Award/NTP 5/5/2025
- 5.2. Consultant Notice to Proceed (NTP) 5/5/2025
- 5.3. Construction Start 7/1/2025 (Estimated)
- 5.4. Substantial Completion 10/31/2025
- 5.5. Final Completion 11/30/2025

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC**6. OWNER RESPONSIBILITY:**

6.1. The Owner must provide the following information to the Engineer:

- 6.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
- 6.1.2. Assist with any stakeholder issues that arise.
- 6.1.3. Provide ROW/Easement acquisition services and or securing right of entry for Contractor/JEO to complete work, if needed.

7. EXCLUSIONS:

- 7.1. Construction administration, staking, or observation services not outlined in scope of services.
- 7.2. Establishment, setting, and filing of property pins for the subdivision plat.
- 7.3. Environmental reviews, permitting, and/or studies not outlined in scope of services.
- 7.4. Any permit fees associated with permit applications.
- 7.5. Special meetings and meetings not outlined in the Scope of Services.
- 7.6. GIS as-built file data for updating of GIS records (Can be provided via supplement).

8. GENERAL CONDITIONS

- 8.1. JEO's general conditions are attached as Exhibit B.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the

same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

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engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



AGENDA ITEM

Subject: Resolution executing and Agreement for Professional Services with JEO Consulting Group, Inc., for construction Oversight for the 2025 Heritage Heights project, as recommended by BPW

For Agenda of: May 5, 2025

Exhibit(s):

Date Submitted: April 30, 2025

Resolution executing an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Heritage Heights project

Tobias J. Tempelmeyer, City Administrator/General Manager, noted the total of this agreement is not to exceed \$126,590.

Moved by Zarybnicky, seconded by Hartley, that the Mayor and City Council execute an Agreement for Professional Services between the City and JEO Consulting Group, Inc., to provide engineering and material testing services related to the construction of the street and utility improvements for the 2025 Heritage Heights project.

Roll Call: Yea: Hartley, Leech, Moran, Zarybnicky
Nay: None

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) is in the process of developing Heritage Heights Addition (the former Lincoln Elementary School Site) into a residential housing development; and

WHEREAS, as part of this development, the City will be constructing street and utility improvements; and

WHEREAS, the City desires to retain JEO Consulting Group, Inc., (“JEO”) for engineering and material testing services related to the construction of the street and utility improvements for the site.

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

SECTION 1. That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Agreement for Professional Services retaining JEO for engineering and material testing services related to the construction of the street and utility improvements for the Heritage Heights Addition site. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between City of Beatrice ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

2025 Heritage Heights Addition ("Project") in Beatrice, NE.

JEO Project Number: 240608.03

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is provided in Exhibit A.
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

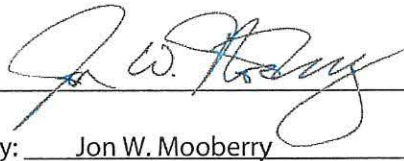
- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Beatrice

Engineer: JEO Consulting Group, Inc.

By: _____


By: Jon W. Mooberry

Title: _____

Title: Project Manager

Date Signed: _____

Date Signed: 4/29/2025

Address for giving notices:

Address for giving notices:

Attn: Tobias J. Tempelmeyer

JEO Consulting Group, Inc.

400 Ella Street

1937 N. Chestnut Street

Beatrice, NE 68310

Wahoo, NE 68066

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SCOPE OF SERVICES – JEO 240608.03

PROJECT DESCRIPTION:

The City of Beatrice plans to construct street and utility improvements in collaboration with and to provide public facilities for the 2025 Heritage Heights Addition (Phases 1 and 2) in Beatrice, NE.

The scope of this agreement is to provide construction engineering and material testing services.

1. CONSTRUCTION ADMINISTRATION & STAKING

- 1.1. Schedule and conduct a Pre-construction Conference (Pre-Con), consisting of one (1) meeting prior to the start of construction. This conference will review the required timelines set forth in the specifications, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements of the Contractor for locates and staking needs, etc. Discuss construction phasing and access requirements. Notes from the Pre-construction Conference will be provided to all participants by the Engineer.
- 1.2. Review shop drawings and related data supplied by the Contractor.
- 1.3. Provide interpretation of the plans and specifications, when necessary. Provide value engineering review for incorporation into Contract.
- 1.4. Monitor and assist with environmental permitting requirements.
- 1.5. Review and process Contractor's monthly payment applications and change orders (if necessary) and provide to Owner for review and approval. Five (5) progress payments and one final payment is estimated.
- 1.6. Conduct monthly progress meetings, up to five (5) estimated.
- 1.7. Conduct up to six (6) Owner meetings during construction to provide project updates and assistance with pay applications, change orders, etc.
- 1.8. Consult with and advise Owner during construction in regards to all aspects of the project.
- 1.9. Provide construction staking one time for each of the following (18 trips estimated);
 - 1.9.1. Verification/Re-establishment of horizontal and vertical control on site.
 - GPS Control – Set control points for GPS site grading and Contractor use.
 - 1.9.2. Removals: Marked in the field by paint, if necessary.
 - 1.9.3. Water Main: One offset hub every 100' and at fire hydrants and fittings.
 - No Grade Elevations to be provided.
 - 1.9.4. Sanitary Sewer: One graded offset every 100' and one graded offset at each manhole/cleanout/services.
 - 1.9.5. Storm Sewer: One graded offset hub every 100'; two offsets per inlet, and one offset per manhole and/or outfall structure.
 - 1.9.6. Subgrade Stakes: Not Provided. To be constructed via GPS Machine Control.
 - 1.9.7. Paving Hubs: Set two rows every 50' and up to 15 offset hubs around cul-de-sac.
 - 1.9.8. Subdivision/Property Corners: Lath at perimeter subdivision points and at property corners to be utilized for construction of services to properties.
- 1.10. Provide as-built drawings plan set in PDF format.
- 1.11. Conduct a final walk-thru and inspection of project with the Contractor and Owner, one (1) meeting.
- 1.12. Prepare a final punch list of outstanding items needing completion prior to finalization of the project based on field observations and reviews by the Resident Project Representative, Contractor, and Owner.
- 1.13. Recommend to the Owner the acceptance of the project, and complete the necessary certificate(s). This recommendation will be based on the Engineer's observation of construction utilizing professional judgment and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications and contract documents.

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- 1.14. Assist the Owner during the 12-month warranty period with questions and coordination with the contractor for warranty period correction items.
 - 1.14.1. Issue 6 and 11-month warranty letters to the Owner and Contractor.
 - 1.14.2. Conduct field review of project, one (1) meeting should a field inspection be necessary.
 - 1.14.3. Issue a warranty period correction letter to the contractor for warranty repair items, if necessary.

2. CONSTRUCTION OBSERVATION (RESIDENT PROJECT REPRESENTATIVE) & MATERIAL TESTING

- 2.1. JEO will furnish a part-time Resident Project Representative (RPR) and Construction Manager (CM) to observe construction progress and document quality of the work.
 - 2.1.1. For the RPR, an estimated 430 hours total or 16.5 hours per week over 26 weeks of construction is anticipated.
 - 2.1.2. In support of the RPR, an estimated 49 hours or 2 hours per week over 26 weeks is estimated for the Construction Manager to provide on-site inspections.
- 2.2. The duties and responsibilities of the RPR are described as follows:
 - 2.2.1. Mark removals for construction.
 - 2.2.2. Review of contractors work for general compliance with the plans and specifications.
 - 2.2.3. Monitor Contractors' progress and project schedule.
 - 2.2.4. Complete Construction Observation Reports when on site.
 - 2.2.5. Measure pay quantities and coordinate concurrence with Contractor.
 - 2.2.6. Review of materials delivered to the site for specification compliance.
 - 2.2.7. Assist the engineer in interpretation of the plans and specifications to the contractor.
 - 2.2.8. Review and coordinate with materials testing by independent subconsultant lab. *JEO to complete concrete testing and make cylinders on site to be provided to subconsultant.*
 - 2.2.9. Attend progress meetings.
 - 2.2.10. Assist with preparation of As-Built Plans.
 - 2.2.11. Provide monitoring and assistance with SWPPP administration, monitoring, and required inspections to be provided by Contractor.
- 2.3. Material testing is to be completed by Subconsultant with test procedures, requirements, frequency, and locations as set forth in the plans and specifications or as directed by the Owner/Engineer or field representative. Testing will be conducted on an "on-call" basis. The number of tests performed is highly dependent upon numerous factors beyond our control, including weather conditions, the contractor's schedule and performance, and the amount of discretionary testing requested. Consequently, the actual cost may be higher or lower than the estimated cost. Invoicing will be based on the tests actually performed.
 - 2.3.1. Material testing on this project may consist of the following services:
 - Compaction tests on earthwork fill, structural fill, and backfill.
 - Compaction tests on pavement subgrades.
 - Test concrete cylinders.
 - Appurtenant laboratory tests on soil, concrete, and asphalt materials.
 - Engineering consultation, reports, and project management.
 - 2.3.2. The scope of material testing services anticipated is outlined and will be billed at the unit rates listed below. Any tests not listed will be billed at normal fee schedule rates in effect at the time of the test.

Material Testing Frequency & Fee Estimate



Fee Estimate

Materials Services

Heritage Heights Addition - Beatrice, NE - Phase 1

Terracon Proposal No. PA3251074

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
01 - EARTHWORK OBSERVATION AND TESTING				
Field Technician	\$ 86.00	42 hours		\$ 3,612.00
Trip Charge (Technician)	\$ 260.00	21 each		\$ 5,460.00
Sub Total				\$ 9,072.00
02 - LABORATORY SOIL/AGGREGATE TESTING				
Standard Proctor, Soil	\$ 210.00	2 tests		\$ 420.00
Atterberg Limits	\$ 130.00	2 tests		\$ 260.00
Sub Total				\$ 680.00
09 - PORTLAND CEMENT CONCRETE TESTING				
Compressive Strength of Concrete (made by others)	\$ 26.00	50 tests		\$ 1,300.00
Sub Total				\$ 1,300.00
20 - PROJECT MANAGEMENT				
Project Coordinator	\$ 86.00	3 hours		\$ 258.00
Project Manager	\$ 140.00	12 hours		\$ 1,680.00
Senior Project Manager / APR	\$ 165.00	1 hours		\$ 165.00
Sub Total				\$ 2,103.00
TOTAL				\$ 13,155.00

Fee Estimate

Materials Services

Heritage Heights Addition - Beatrice, NE - Phase 2

Terracon Proposal No. PA3251074

DESCRIPTION	RATE	QUANTITY	UNITS	TOTAL
01 - EARTHWORK OBSERVATION AND TESTING				
Field Technician	\$ 86.00	20 hours		\$ 1,720.00
Trip Charge (Technician)	\$ 260.00	10 each		\$ 2,600.00
Sub Total				\$ 4,320.00
02 - LABORATORY SOIL/AGGREGATE TESTING				
Standard Proctor, Soil	\$ 210.00	1 tests		\$ 210.00
Atterberg Limits	\$ 130.00	1 tests		\$ 130.00
Sub Total				\$ 340.00
09 - PORTLAND CEMENT CONCRETE TESTING				
Compressive Strength of Concrete (made by others)	\$ 26.00	25 tests		\$ 650.00
Sub Total				\$ 650.00
20 - PROJECT MANAGEMENT				
Project Coordinator	\$ 86.00	2 hours		\$ 172.00
Project Manager	\$ 140.00	5 hours		\$ 700.00
Senior Project Manager / APR	\$ 165.00	1 hours		\$ 165.00
Sub Total				\$ 1,037.00
TOTAL				\$ 6,347.00

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3. FEE

- 3.1. The total cost to provide construction engineers services will be billed either as lump sum, unit rates, or hourly not to exceed as noted below.
- 3.2. The above mentioned fees includes JEO’s billable time and overhead expenses including telephone calls, copying, postage, travel and meals that are included in our hourly rates and fees. Any additional services beyond the Scope of Services will be provided at an agreeable lump sum or hourly rates, only when authorized by the Owner.

3.3. Tasks	Fee
Construction Administration & Staking	\$ 42,380 Hourly Not to Exceed
Construction Observation & Material Testing	\$ 84,210 Hourly Not To Exceed*
Total	\$ 126,590

*Note, includes billing per unit rates as indicated for material testing.

4. PAYMENT:

- 4.1. We will invoice you monthly for work completed to date, payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum (1.0%/month).

5. TIME FRAME:

5.1. Construction Contract Award/NTP	5/5/2025
5.2. Consultant Notice to Proceed (NTP)	5/5/2025
5.3. Construction Start	6/1/2025 (Estimated)
5.4. Substantial Completion	10/31/2025
5.5. Final Completion	11/30/2025

6. OWNER RESPONSIBILITY:

- 6.1. The Owner must provide the following information to the Engineer:
 - 6.1.1. Assist with utility conflict resolution and provide additional utility record information, as needed.
 - 6.1.2. Assist with any stakeholder issues that arise.
 - 6.1.3. Provide ROW/Easement acquisition services and or securing right of entry for Contractor/JEO to complete work, if needed.

7. EXCLUSIONS:

- 7.1. Construction administration, staking, or observation services not outlined in scope of services.
- 7.2. Establishment, setting, and filing of property pins for the subdivision plat.
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Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

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If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

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JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.

b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.

RESOLUTION NUMBER _____

WHEREAS, on or about September 20, 2024, the City of Beatrice, Nebraska (“City”) entered into a Redevelopment Agreement with the Community Redevelopment Authority of the City of Beatrice, Nebraska (“Authority”) for the redevelopment of the Lincoln Elementary School Site; and

WHEREAS, on or about March 17, 2025, the Premises was replatted; and

WHEREAS, City and Authority desire to amend said Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Project.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Lincoln Elementary School Site, between the City and Authority, in order to amend said Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Project. A copy of said First Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT (LINCOLN SCHOOL REDEVELOPMENT PROJECT)

This First Amendment to Redevelopment Agreement ("First Amendment") dated this ___ day of _____, 2025 is entered into by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA and Redeveloper entered into a Redevelopment Agreement dated September 20, 2024 ("Redevelopment Agreement").
- B. On or about March 17, 2025, the Premises was replatted.
- C. The CRA and Redeveloper desire to amend the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Exhibit A.
 - a. Exhibit A is hereby deleted and restated as follows:

"EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.*

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Lincoln Elementary School Site, located the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #11.

- (a) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

*Subsequent to the approval of this Redevelopment Agreement, the Project Site, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Project Site approved by the City of Beatrice, Nebraska.”

[Remainder of this page is intentionally left blank.]

2. Exhibit F.

a. Exhibit F is hereby deleted and restated as follows:

“

Return to:

Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT “F”

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Lincoln School Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of May, 2025 by and between the Community Redevelopment Authority of the City of Beatrice (“CRA”) and the City of Beatrice, Nebraska, a Nebraska municipal corporation (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.* (“Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

*Subsequent to the approval of this Redevelopment Agreement, the Project Site, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Project Site approved by the City of Beatrice, Nebraska.

"CRA"
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

ATTEST:

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

"REDEVELOPER"
City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public"

This First Amendment to Redevelopment Agreement is effective as of the date reflected in the first paragraph above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

"REDEVELOPER"
City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025,
by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska
municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice,
Nebraska.

Notary Public

RESOLUTION NUMBER _____

WHEREAS, on or about September 20, 2024, the City of Beatrice, Nebraska (“City”) entered into a Redevelopment Agreement with the Community Redevelopment Authority of the City of Beatrice, Nebraska (“Authority”) for the redevelopment of the Paddock Lane Elementary School Site; and

WHEREAS, on or about March 17, 2025, the Premises was replatted; and

WHEREAS, City and Authority desire to amend said Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Project.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the First Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Paddock Lane Elementary School Site, between the City and Authority, in order to amend said Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Project. A copy of said First Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

**FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT
(PADDOCK LANE REDEVELOPMENT PROJECT)**

This First Amendment to Redevelopment Agreement ("First Amendment") dated this ___ day of _____, 2025 is entered into by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA and Redeveloper entered into a Redevelopment Agreement dated September 20, 2024 ("Redevelopment Agreement").
- B. On or about March 17, 2025, the Premises was replatted.
- C. The CRA and Redeveloper desire to amend the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

- 1. Exhibit A.
 - a. Exhibit A is hereby deleted and restated as follows:

"EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska.*

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Paddock Lane Elementary School Site, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #12

- (b) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

*Subsequent to the approval of this Redevelopment Agreement, the Project Site, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Project Site approved by the City of Beatrice, Nebraska.”

[Remainder of this page is intentionally left blank.]

2. Exhibit F.

a. Exhibit F is hereby deleted and restated as follows:

“

Return to: _____ Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT “F”

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Paddock Lane Redevelopment Project)**

This Memorandum of Redevelopment Agreement (“Memorandum”) is made this ___ day of May, 2025 by and between the Community Redevelopment Authority of the City of Beatrice (“CRA”) and the City of Beatrice, Nebraska, a Nebraska municipal corporation (“Redeveloper”).

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska.* (“Project Site”).

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

*Subsequent to the approval of this Redevelopment Agreement, the Project Site, or a portion thereof, may be subdivided or replatted. Subsequent to said subdivision or replat, the above legal description shall be replaced with the legal description provided in the subdivision or replat of the Project Site approved by the City of Beatrice, Nebraska.

“CRA”
COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

ATTEST:

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

“REDEVELOPER”
City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public”

This First Amendment to Redevelopment Agreement is effective as of the date reflected in the first paragraph above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

"REDEVELOPER"
City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

RESOLUTION NUMBER _____

A resolution authorizing the City Administrator to enter into a Memorandum of Understanding with the Beatrice Community Hospital Foundation, Inc., a Nebraska nonprofit corporation, to work together for the development of a Cancer Memorial Garden to be located between Grant Street and Ella Street, lying adjacent to the Trail directly east of 2nd Street, Beatrice, Nebraska.

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

SECTION 1. That the City Administrator is hereby authorized to execute the Memorandum of Understanding with the Beatrice Community Hospital Foundation, Inc., a Nebraska nonprofit corporation, to work together for the development of a Cancer Memorial Garden to be located between Grant Street and Ella Street, lying adjacent to the Trail directly east of 2nd Street, Beatrice, Nebraska. A copy of the said Memorandum of Understanding, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into as of the _____ day of _____, 2025, by and between the City of Beatrice, Nebraska, a Nebraska municipal corporation ("City") and the Beatrice Community Hospital Foundation, Inc., a Nebraska Nonprofit Corporation ("BCH Foundation") and is intended to set forth the parties' mutual obligations in funding and constructing a Cancer Memorial Garden between Grant Street and Ella Street adjacent to the Trail directed east of Second Street in Beatrice, Nebraska. The location thereof to be on a portion of Block E, Harringtons Subdivision, Lots 1 – 14, Block 11, Beatrice Original Town, Lots 1 – 12; Block 18, Beatrice Original Town and Lots 1 – 12, Block 39, Beatrice Original Town, all in Beatrice, Gage County, Nebraska.

Said area does not include the unpaved road/street commonly known as North 3rd Street adjacent to the afore described real estate and within twenty-five (25) feet of said unpaved road/street (North 3rd Street).

WHEREAS, the City will allow for the construction of a Cancer Memorial Garden (Park) to be constructed for free public use; and

WHEREAS, BCH Foundation with the assistance of the Beatrice Area Chamber of Commerce, Leadership Class of 2024/2025 will raise funds for the construction and continued maintenance of the Cancer Memorial Garden (Park); and

WHEREAS, BCH Foundation and the City both believe that the addition of a Cancer Memorial Garden (Park) would be beneficial to the community as a whole and would provide an open opportunity for reflection on the effects of cancer and outdoor recreation at no cost to visitors; and

WHEREAS, BCH Foundation has agreed to lead fundraising efforts to acquire funding for the construction of the Cancer Memorial Garden (Park) and related improvements and its continued maintenance.

NOW, THEREFORE, the parties mutually agree to use good faith and best efforts to enter into an agreement setting forth the following:

1. City Responsibilities. City shall be responsible for the following:
 - a. Allowing the BCH Foundation to construct the Cancer Memorial Garden (Park) on the area described above.

- b. Supplying the water and electricity required to accommodate the Cancer Memorial Garden (Park) after the construction and/or extension of said utilities and mowing of the area upon completion of construction.

2. BCH Foundation Responsibilities. BCH Foundation shall be responsible for the following:

- a. Undertaking sincere and thorough fundraising efforts to secure funds for the Cancer Memorial Garden's (Park) construction, operation and continual maintenance.
- b. Provide initial drawings and cost estimates for trees and plantings for the Cancer Memorial Garden (Park), including the following items and concepts:

The trail is reflective of a cancer ribbon.

- The bottom entrance from the story walk includes several iron rod trellis with creeping plants.
- Entrance from Ella street (bottom of picture) includes a small pond with a bridge.
- There is a memorial rock incorporated into the design towards the top of the center gazebo.
- On the right of the center gazebo is a butterfly feature with plants well-liked by butterflies and space for table and chairs.
- Left of the center gazebo is a water feature with benches around it.
- Right side of the trail is lined with lilacs.
- The sidewalk heading north is intended to allow for continued expansion through the next phases of the garden.
- Possible placement of trees along the concrete wall next to the middle school track

Initial concept drawings attached.

c. Coordinating the purchase of all materials needed to construct the Cancer Memorial Garden (Park) and payment for said labor and materials.

d. Developing and adhering to a timeline for completion of the project, subject to the City's approval or mutual agreement barring any unavoidable delays.

e. Providing or acquiring all of the labor and materials and improvements, including water and electrical and payment for said items including but not limited to trees, decorative plants and all other improvements necessary to clear the area designated for the Cancer Memorial Garden (Park) and to install all elements of the Cancer Memorial Garden (Park) according to applicable code and regulations, including floodplain regulations and approvals. BCH Foundation acknowledges that the Cancer Memorial Garden (Park) will be located in the floodplain.

f. Use any and all funds raised by and received from BCH Foundation and the Leadership Beatrice Class of 2024/2025 for the purpose of constructing the Cancer Memorial Garden (Park) to carry out the above responsibilities.

g. Other than the mowing of the grass, BCH Foundation shall be responsible for the maintenance of any and all improvements to the Cancer Memorial Garden (Park) and the costs thereof.

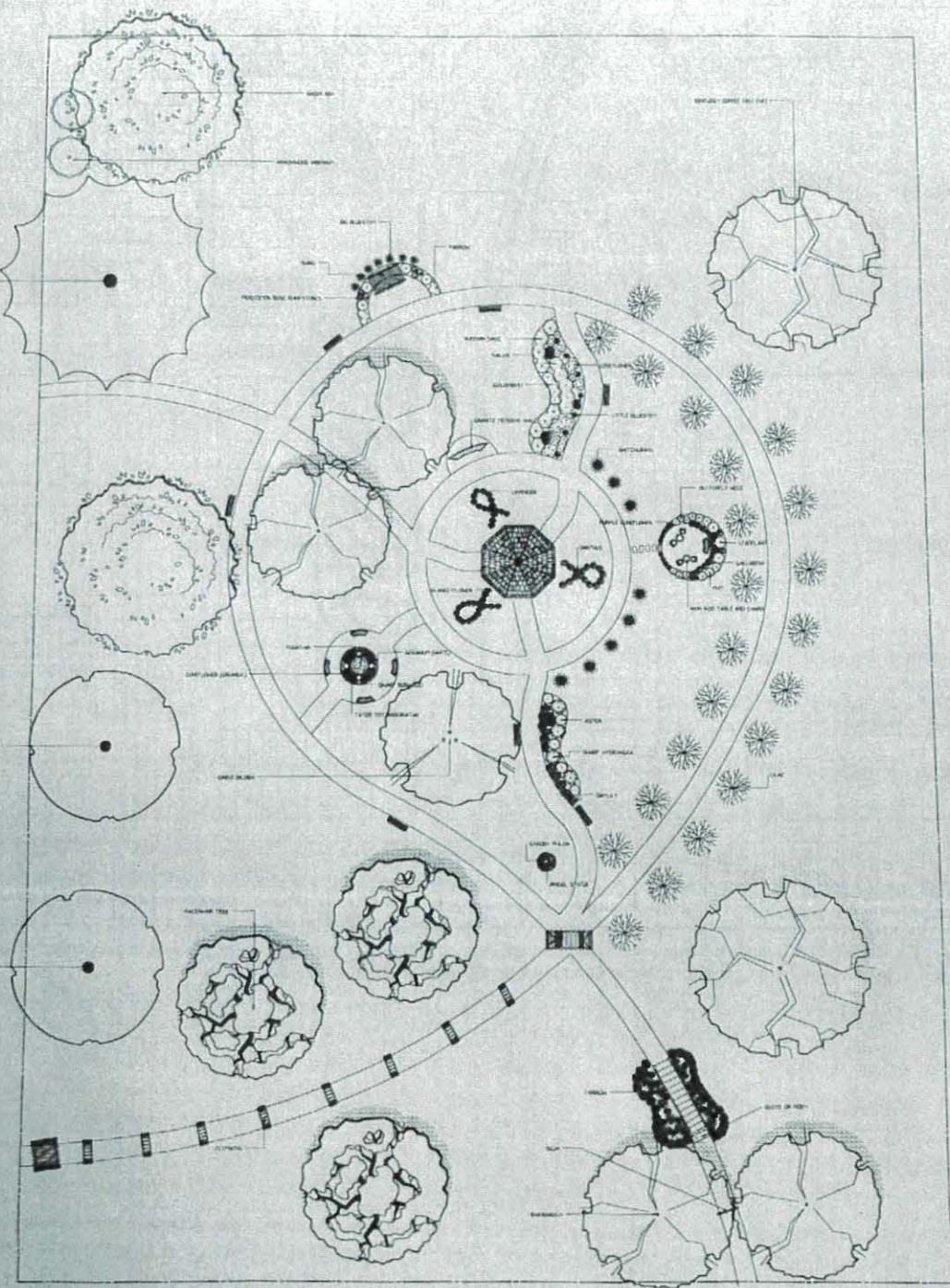
Dated this _____ day of _____, 2025.

CITY OF BEATRICE

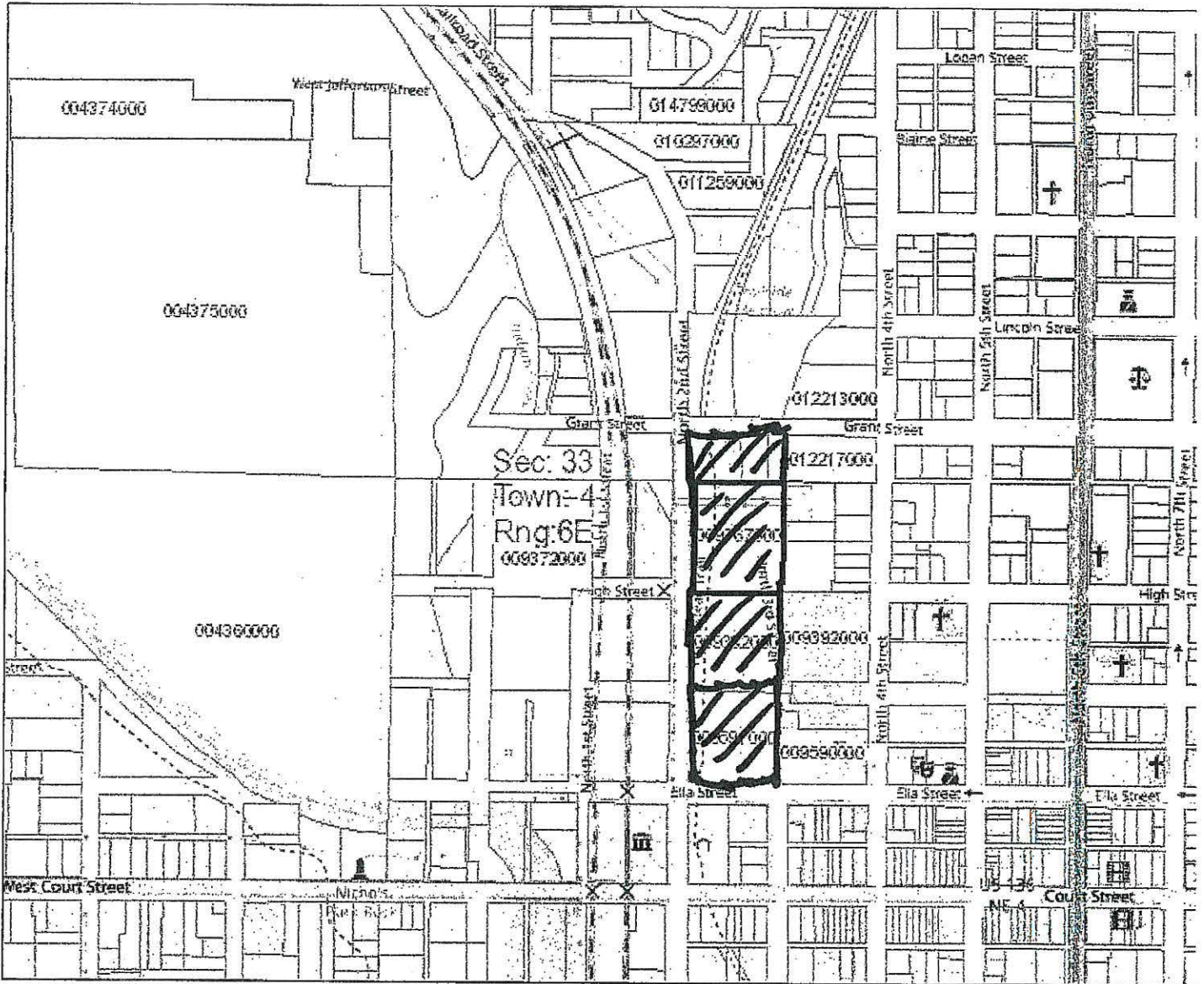
Beatrice Community Hospital
Foundation, Inc.

BY _____
City Administrator

BY  _____
President



Beatrice Leadership Group			
Scale:	1" = 10'	Date:	3/21/2025
Drawn by:	Alexandra Sauter	Checked by:	Christy J.



April 7, 2025
19:46 PM

DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections





MEMORANDUM

TO: Mayor and City Council **DATE SUBMITTED:** May 2, 2025
FROM: Taylor Rivera **FOR AGENDA OF:** May 5, 2025
City Attorney
SUBJECT: Legality of Sec. 17-111 and 17-117; amendment to **EXHIBIT(S):**
Sec. 17-112

Neb. Rev. Stat. § 13-330(2)(a) provides that cities no longer have the power to regulate the ownership, **possession**, storage, transportation, sale, or transfer of **firearms or other weapons**, except as expressly provided by state law. Neb. Rev. Stat. § 13-330(3) provides that any ordinance, permit, or regulation in violation of subsection (2) of this section is declared to be null and void. Neb. Rev. Stat. § 13-330 does not mention anything about cities' ability to regulate the **discharge** of firearms or other weapons. In fact, Neb. Rev. Stat. § 16-227(2) specifically provides that cities of the first class may regulate the **discharge of firearms**.

Neb. Rev. Stat. § 28-1202.01(2) allows persons or entities to prohibit the carrying of a **concealed handgun** into or onto any place or premises the person or entity controls. To affect this prohibition, subsection (5) of this statute requires that the person or entity post notice that carrying a concealed handgun is prohibited or directly request that the concealed handgun be removed from the premises. Neither this statute nor any others specifically address the prohibition of **openly carried handguns**.

Sec. 17-111 of the Beatrice City Code prohibits and criminalizes the carrying of weapons and concealed weapons in general. Pursuant to Neb. Rev. Stat. § 13-330(3) this section of the code is null and void.

Currently, Sec. 17-117(a) and (b) of the Beatrice City Code broadly prohibit the **possession and discharge** of firearms and other weapons on city-owned property. Because Sec. 17-117 applies to all firearms without specifying whether they are carried openly or concealed and because it does not adhere to the procedural requirements outlined in Neb. Rev. Stat. § 28-1202.01(5) (posting required notices), the ordinance does not fully comply with this statute. Furthermore, Sec. 17-117(a) and (b) apply to **possessing** firearms, and therefore these parts of the ordinance are null and void pursuant to Neb. Rev. Stat. § 13-330(3).

Sec. 17-112 of the Beatrice City Code regulates the **discharge** of firearms within city limits, which is allowed under Neb. Rev. Stat. § 16-227. Because Sec. 17-117(a) and (b) are null and void, the only remaining sections regarding the discharge of firearms are redundant because it is already covered under Sec. 17-112.

As such, the proposed ordinance is to repeal Sec. 17-111 and 17-117 due to the reasons set forth above. Additionally, the proposed ordinance amends Sec. 17-112 to add in exceptions to the prohibition of the discharge of firearms when discharging firearms in shooting galleries, and for veterinary clinics and livestock sale barns when discharging firearms in the lawful euthanasia of animals, as it is common to euthanize such animals with firearms or legal injection.

ORDINANCE NUMBER ____

An ordinance to repeal Sections 17-111 of the Beatrice City Code regarding the carrying of concealed weapons and 17-117 of the Beatrice City Code regarding the possession and discharge of weapons on city-owned property; and to amend Section 17-112 of the Beatrice City Code regarding the discharge of weapons within the City; to repeal conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Sections 17-111 and 17-117 of the Beatrice City Code be and are repealed.

SECTION 2. That Section 17-112 of the Beatrice City Code be and is hereby amended to read as follows:

“Sec. 17-112. Discharge of weapons.

It shall be unlawful to discharge any firearm or airgun, BB gun, slingshot, toy gun, bow and arrow, or any other air, gas, or spring-operated gun, weapon, apparatus or instrument for the purpose of throwing or projecting lead or any missiles within the corporate limits of the city, except in a regularly established shooting gallery, and veterinary clinics and livestock sale barns when discharging firearms in the lawful euthanasia of animals; provided that this section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his duty, to prohibit any citizen from discharging a firearm when lawfully defending a person or property, nor to prohibit the operation of any range supervised and maintained by the state or any political subdivision thereof, when it is connected with an educational or training program and upon property owned or leased by the state or a subdivision or agency thereof.”

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

SECTION 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Sec. 17-112. Discharge of weapons.

It shall be unlawful to discharge any firearm or airgun, BB gun, slingshot, toy gun, bow and arrow, or any other air, gas or spring operated gun, weapon, apparatus or instrument for the purpose of throwing or projecting lead or any missiles within this city, except in a regularly established shooting gallery, **and veterinary clinics and livestock sale barns when discharging firearms in the lawful euthanasia of animals**; provided, that this section shall not be construed to prohibit any officer of the law from discharging a firearm in the performance of his duty, to prohibit any citizen from discharging a firearm when lawfully defending a person or property, nor to prohibit the operation of any range supervised and maintained by the state or any political subdivision thereof, when it is connected with an educational or training program and upon property owned or leased by the state or a subdivision or agency thereof.

(Code 1971, § 23-60; Ord. No. 88-42, § 1, 11-7-88)

State law reference(s)—Authority of city to prevent discharge of firearms, R.R.S. 1943, § 16-227.

Note: The City can prohibit people from bringing **concealed firearms** into City buildings or public meetings, but **we cannot stop anyone from openly carrying firearms**. In general, we're not allowed to make rules regarding the **possession** of firearms or other weapons, unless a law specifically says we can. That said, Nebraska law (Neb. Rev. Stat. § 16-227) allows us make rules about when and where firearms can be **discharged**. Section 17-112 and 17-117 both regulate the discharge of firearms.

Officer McCormick mentioned that vet clinics and livestock barns typically put animals down using either a firearms or a lethal injection. We've never made a big deal out of this, but since we're already updating the ordinance, we recommend adding an exception that allows firearms to be used for euthanasia in these two contexts. Also, I recommend getting rid of Section 17-117 completely. Most of it doesn't apply anymore because of changes in state law (Neb. Rev. Stat. § 13-330), and the rest is already covered in Section 17-112.

Sec. 17-111. - Carrying concealed weapon.

(a) Except as otherwise provided in this section, any person who carries a weapon or weapons concealed on or about his or her person such as a bowie knife, dirk or knife with dirk blade attachment, brass or iron knuckles, or any other deadly weapons, commits the offense of carrying a concealed weapon.

(b) This section does not apply if the concealed weapon the person is carrying is a handgun, as defined in Nebraska Revised Statute 69-2429, as amended.

(c) Carrying a concealed weapon, other than a handgun, as defined in Nebraska Revised Statute 69-2429, is a misdemeanor.

(Code 1971, § 23-59; Ord. No. 09-017, § 1, 4-20-09; Ord. No. 23-21, § 1, 8-7-23)

State Law reference— Power of city to punish the carrying of concealed weapons, R.R.S. 1943, § 16-227; concealed weapons generally, R.R.S. 1943, § 28-1202.

Sec. 17-117. - Possession or discharge or weapons on city-owned property.

- (a) It shall be unlawful for any person to possess or discharge, or cause to be discharged, on land or property owned by the City of Beatrice located within the city or in any building owned by the City of Beatrice located within the city, any firearm, including, but not limited to, any pistol, revolver, shotgun or rifle.
- (b) It shall be unlawful for any person to possess or discharge, or cause to be discharged, on land or property owned by the City of Beatrice located within the city or in any building owned by the City of Beatrice located within the city, any air rifle, bow and arrow, crossbow, toy pistol, toy gun, slingshot, or any other air, gas, manually operated or spring operated gun, weapon, apparatus or instrument designed or intended to be used for the purpose of throwing or projecting missiles of any kind by any means whatsoever, whether the instrument is called by any name set forth above or by any other name.
- (c) Notwithstanding the foregoing, the director of public properties may designate areas in certain parks and park facilities to allow various organized programs to engage in the activities described therein.
- (d) The provisions of subsections (a) and (b) of this section shall not apply to law enforcement officers acting in the course of their duty.

(Ord. No. 01-36, § 1, 9-4-2001)



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** May 2, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** May 5, 2025
City Administrator and General Manager
SUBJECT: Section 13-38 **EXHIBIT(S):** Ordinance

Currently anyone wanting to sell anything on City property must obtain permission from the City Council. The proposed amendment would require people to get permission from the Mayor and City Administrator rather than the City Council.

Often people wanting to have events in our parks do not plan far enough ahead to make their request at a City Council meeting. This amendment would make getting permission to sell goods on City property similar to getting permission for having a parade, closing a street, or shooting off fireworks, which are handled administratively.

ORDINANCE NUMBER 25-___

An ordinance to amend Section 13-38 of the Beatrice City Code regarding the sale of goods on public property, streets, parking lots, and parks; to repeal conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Section 13-38 of the Beatrice City Code be and is hereby amended to read as follows:

“Sec. 13-38. – Sale of goods on public property, streets, parking lots, parks.

It shall be unlawful for any person to sell or offer for sale or peddle goods, wares, or merchandise upon public property owned by the City of Beatrice, including, but not limited to streets, sidewalks, parking lots, parks, and within public buildings without first having obtained permission to do so from the mayor and city administrator, or their designees, unless permission is otherwise granted via the City Code or resolution.”

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

SECTION 3. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 5th day of May, 2025.

Attest:

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

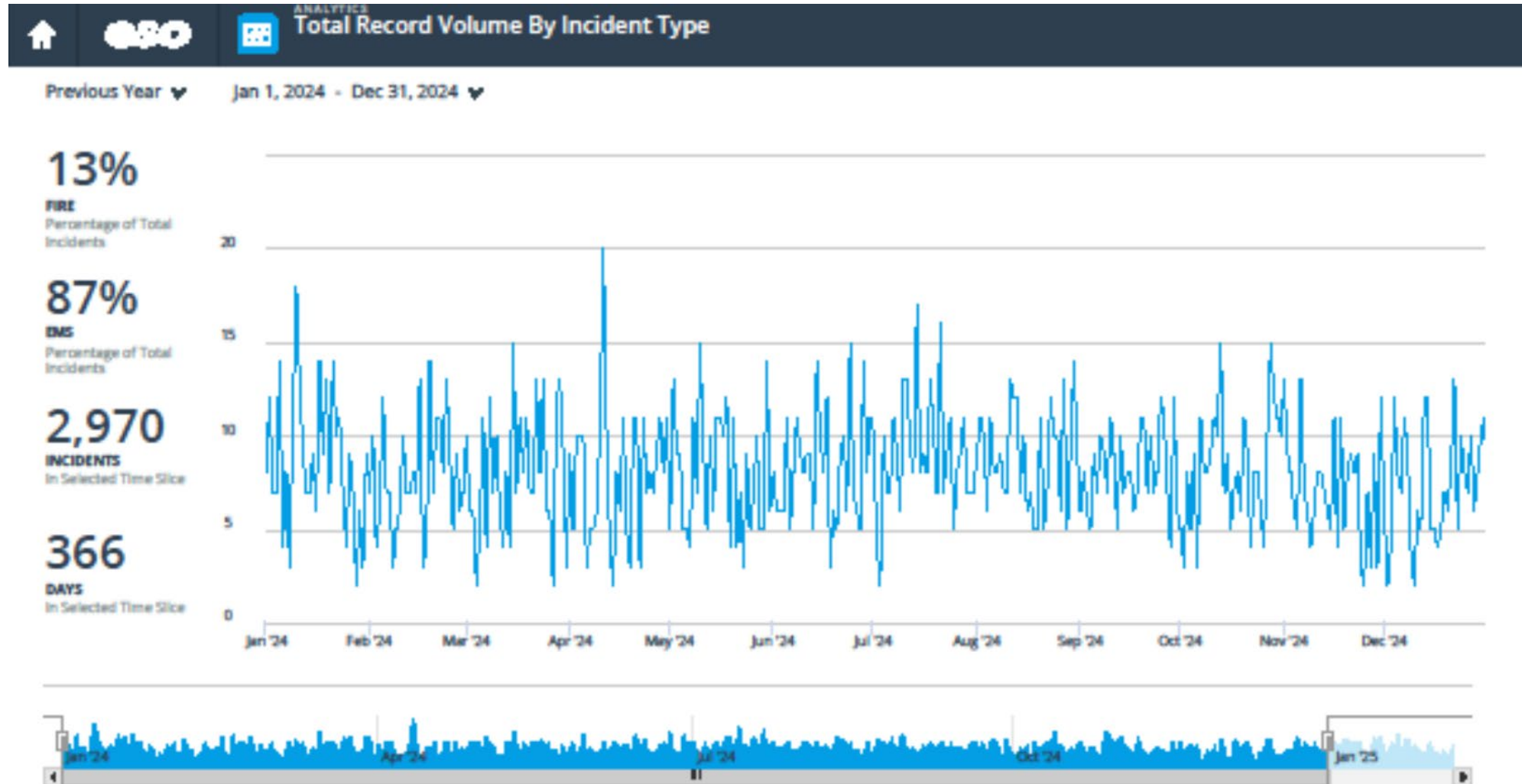


Year in Review 2024

2024 Calls for Service

Year	EMS Calls	Fire & Rescue Calls	Fire only	Total
2024	2,581	2,296	389	2,970
2023	2,512	2,169	277	2,789
2022	2,849	2,438	248	3,097
2021	2,844	2,242	229	3,073
2020	2,694	2,314	255	2,949
2019	2,512	1,066	310	2,822
2018	2,444	1,061	250	2,693
2017	2,388	1,178	311	2,782

Total Record Volume by Incident Type Report



Incidents by Month

Everything in parentheses are last years numbers.

Month	EMS Incidents	Fire Incidents	Total
January	237 (209)	22 (17)	259 (226)
February	195 (167)	23 (11)	218 (178)
March	230 (238)	13 (12)	243 (250)
April	214 (203)	13 (26)	227 (229)
May	232 (186)	9 (18)	241 (204)
June	217 (201)	22 (11)	239 (212)
July	256 (233)	15 (22)	271 (255)
August	240 (207)	25 (14)	265 (221)
September	220 (205)	18 (10)	238 (215)
October	216 (211)	29 (13)	245 (224)
November	182 (209)	21 (16)	203 (225)
December	195 (243)	22 (16)	217 (259)

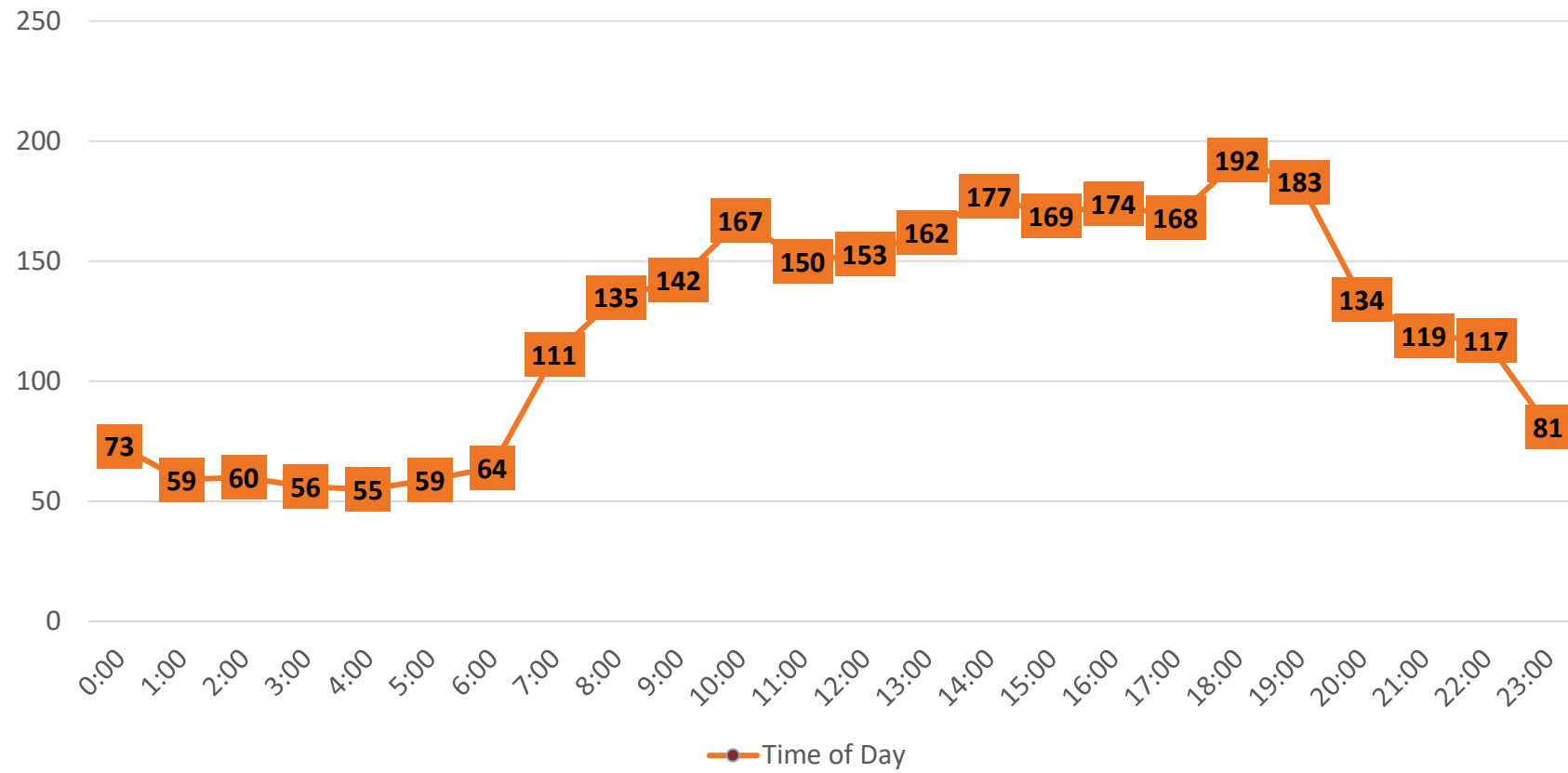
Incidents by Day of the Week

Day	Count
Sunday	431 (364)
Monday	411 (366)
Tuesday	374 (420)
Wednesday	420 (392)
Thursday	427 (381)
Friday	488 (454)
Saturday	409 (407)



Alarm Time Analysis

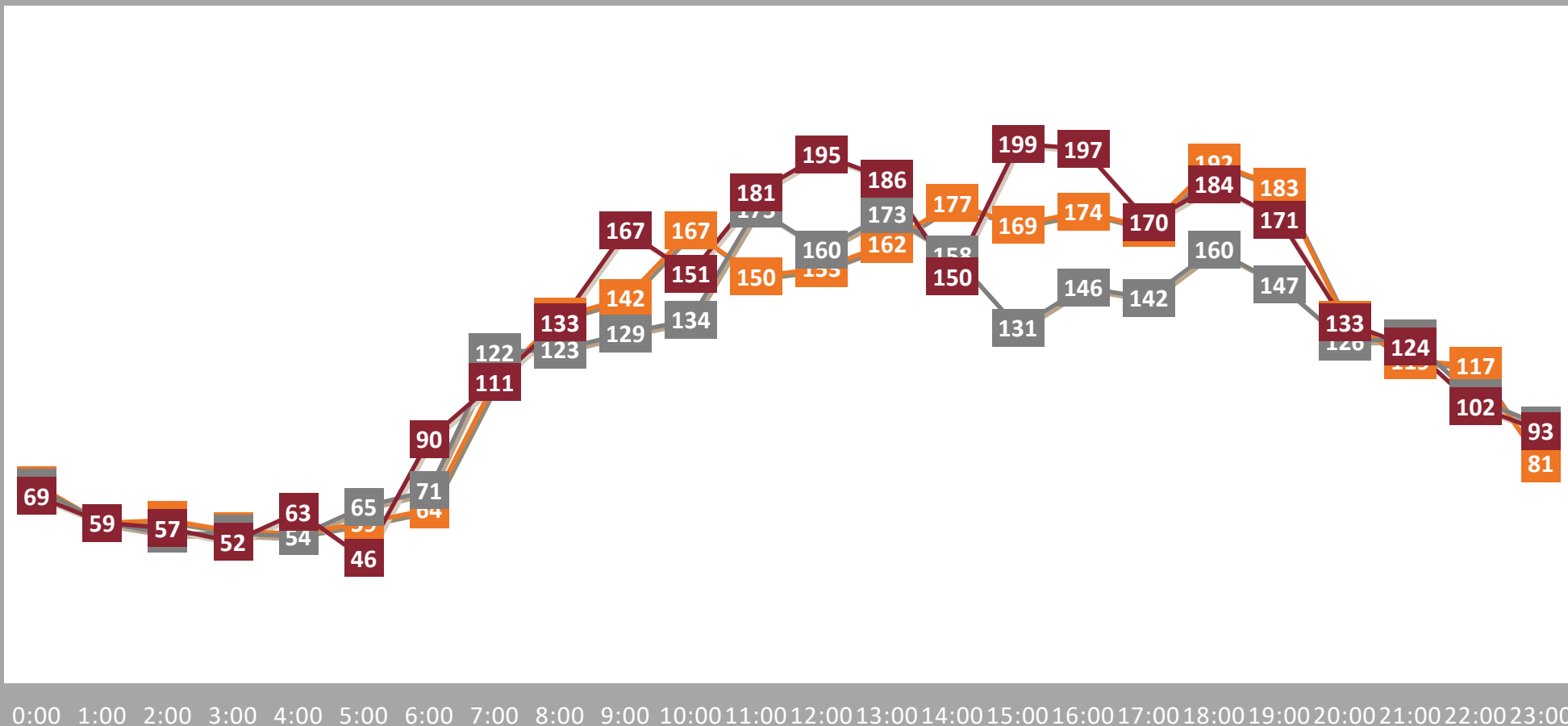
Number of Calls by Time of Day



Alarm Time Analysis 2022, 2023, 2024

NUMBER OF CALLS BY TIME OF DAY

— 2024 — 2023 — 2022



2024 Overlapping Incidents

- Total Incident Count- 2,970 (2,789)
- Total Overlapping Incidents- 1,446 (1,257)



DELEGATE?! BUT I'LL LOSE CONTROL!

2024 Clusters

2024

- 316 Clusters of 2
- 112 Clusters of 3
- 47 Clusters of 4
- 38 Clusters of 5
- 13 Clusters of 6
- 7 Clusters of 7
- 3 Clusters of 8
- 1 Cluster of 10

2023

- 306 Clusters of 2
- 103 Clusters of 3
- 39 Clusters of 4
- 12 Clusters of 5
- 9 Clusters of 6
- 3 Clusters of 7
- 2 Clusters of 8
- 1 Cluster of 9
- 1 Cluster of 12

2024 Average Time Spent on Incidents

Incident Type	Incident Count	Average Time for Incident Type	Total Time Incident Type
111 Building Fires	15 (6)	2:02:24	30:36:04
131 Passenger Vehicle Fires	9 (4)	00:28:00	04:11:58
3002 Lift Assist	150 (175)	00:18:44	46:50:55
300I In Town Transfers	146 (153)	00:43:53	106:46:43
300O Out Town Transfers	528 (467)	02:28:25	1,306:06:24
321C EMS: Chase	746 (629)	00:42:24	525:46:38
321N EMS: No Chase	831 (870)	00:47:30	657:52:04
322 MVA-injuries	56 (64)	00:47:15	44:06:47
324 MVA No injuries	3 (12)	00:10:31	00:31:34
412 Gas Leaks (NG/LPG)	17 (15)	00:35:33	10:04:36
743 Smoke Detector no fire	31 (22)	00:14:51	7:40:45

2024 Hours, Responders, & Units Responding

- Total Incidents= 2,970 (2,789)
- Total Time of Calls= 2,987 (2,771) hours
- Total Staff Hours of Calls= 8,269 (7,555)
- Total Staff Responding= 8,206 (7,716)
- Total Units Responding= 3,924 (3,610)

- Hours in a Year 8,760





Wymore Responses 2024

- Beatrice Responses = 175 (183)
- ALS on Board = 28 (33)
- Cancelled by WEMS = 23 (9)
- WEMS No show = 88 (84)
- WEMS Transfers Care = 19 (26)
- WEMS Showed Up, No transport = 10 (30)
- 06:00-18:00 = 113 (112)
- 1800-06:00 = 55 (69)
- Wymore = 131 (147)
- Blue Springs = 29 (17)
- Barneston = 6 (3)
- Liberty = 5 (6)

Transport Locations

- 28 different transport locations

- Top 10

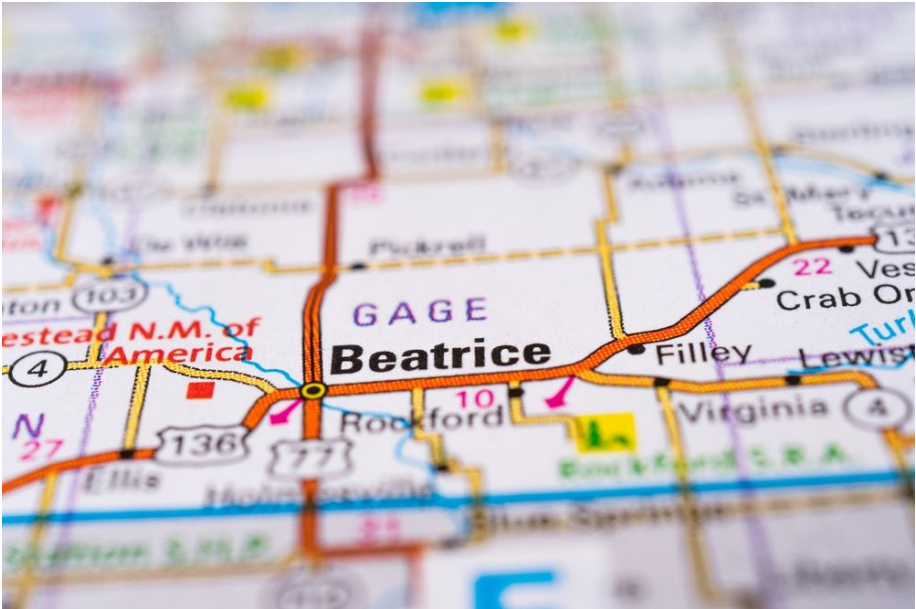
• #10 Bergan Mercy	6
• #9 Children's Hospital	11 (8)
• #8 Private Residence/Home	14 (12)
• #7 Nebraska Medical Center	14 (16)
• #6 Beatrice Health & Rehab	19 (22)
• #5 CHI Health Nebraska Heart	38 (33)
• #4 St. Elizabeth	75 (54)
• #3 Bryan Medical Center- East	154 (172)
• #2 Bryan Medical Center- West	242 (182)
• #1 Beatrice Community Hospital & Health	1,418 (1,365)

EMS Runs By City

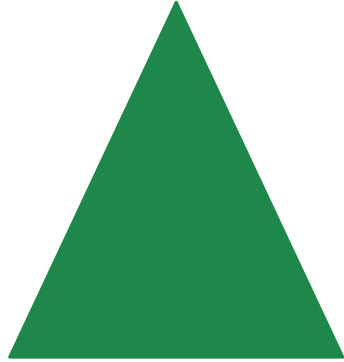
16 Communities Served

• Beatrice	2,392 (2,258)	• Filley	19 (15)
• Wymore	143 (168)	• Holmesville	13 (11)
• Blue Springs	27 (23)	• Dewitt	9 (9)
• Odell	19 (17)	• Liberty	3 (6)
• Virginia 3	(5)	• Barneston	5 (5)
• Plymouth	20 (12)	• Cortland	1 (1)
• Pickrell	26 (25)	• Adams	2
• Fairbury	3 (4)	• Clatonia	3
• Other	2	• Diller	1
		• Firth	1

Total: 2,692 (2,561)

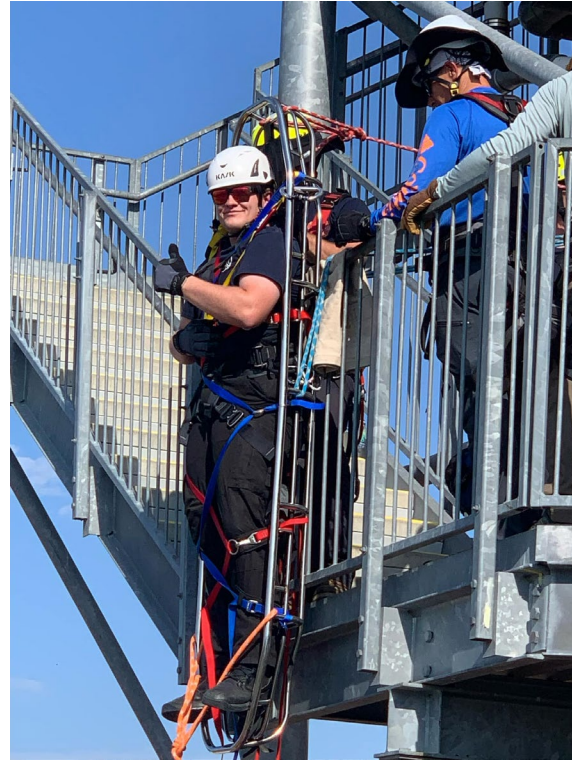


CMS Levels



- ALS: 58% (57%)
- BLS: 34% (36%)
- Other: 8% (7%)





Operation, Training, & Public Education

- Operational Hours= 3,133 (2,975)
- Training Courses= 996 (1,012)
- Training Hours= 4,329 (5,163)
- Public Education Events= 202 (199)
- Public Education Hours= 183 (161)
- Public Attend. Adults= 8,300 (19,123)
Youth= 7,265 (21,362)



BEATRICE POLICE DEPARTMENT

2024 ANNUAL REPORT



(402) 223-4080

www.beatrice.ne.gov/police

201 N. 5th Street | Beatrice, NE

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Beatrice Police Department Mission Statement

“The Beatrice Police Department will provide service and protection to its citizens through a professional and caring staff of sworn and non-sworn personnel.

A strong patrol presence, supported by various other divisions within the department will be the basis for our crime prevention efforts. Members of the department will work to maintain the standard of living that citizens of Beatrice have come to enjoy.”

A Word from the Chief



Dear Mayor Morgan, Members of the Beatrice City Council ,
and Citizens of Beatrice,

Boy these years fly by fast. It seems like I was just writing this same type of letter a few months ago. It is with great pleasure that I can present to you the 2024 Beatrice Police Department Annual Report. This report consists of a large amount of information put together by various members of our department and compiled by Traci Baehr, our Police Information and Systems Coordinator. As I have mentioned before, statistics are good to a certain point but the way I see progress is through the communication between our department, the court system, and the citizens of Beatrice.

Our department consists of a lot of divisions that mesh to form one great team. Sometimes without the help of another division in our department, a case or issue may not be solved. So, it is important that we work as a team and, better yet, a family to serve the great citizens of Beatrice.

The year 2024 was a much smoother ride than last year when we scrambled to get the department put back together. The best part of the year 2024 was that it involved a lot of what I like to call accomplishments. These are all accomplishments because they show our department's growth and fulfillment of things that we have been hoping for and working towards for many years. The year 2024 was a monumental year for the department. It brought new leadership, along with a new and better morale throughout the department. A list of our 2024 accomplishments is listed in this report.

I feel that this year will be another productive year for the department as we continue to build morale, support from the City management and from the public. We are certainly moving in the right direction and are full steam ahead!

As always, if you have questions about the annual report, please do not hesitate to contact me.

Sincerely,

Jay Murphy
Interim Chief of Police

2024 Beatrice Police Department Organizational Chart



Changes in Staff and Recognitions 2024

Promotions

- Erin Byrne – Sergeant

New Hires

- Zach Smith – Officer (previously employed here 2017 to 2023)
- Clayton Malcom - Officer
- Brandon Howland - Officer
- Matthew Harre – Officer
- Trent Ostendorf- Officer

Internal Transfers

- Natasha Parde – Investigator
- Courtney Brauch – School Resource Officer
- Brittney Ruh – School Resource Officer
- Zac Lauenstein – Road Patrol

Resignations

- Jason Duff – Officer
- Nicholas Graner – Officer

Retirements

- None

Department Accomplishments

- Fully staffed for sworn personnel
- Working with SCC to start Internship Program
- Assigned two officers (Brauch & Ruh) as Community Relations Officer
- Started “Coffee with a Cop” program
- Assigned Officer Mangers as FTO Supervisor; improved FTO Program
- Updated all patrol cars to new design
- Added one vehicle to patrol fleet
- Sponsored and coached a YRI baseball team
- Juvenile Services Officer Klaus is now at the elementary school one day a week
- License Plate Reader software was installed in 2 patrol vehicles
- Assembled an internal Drug Task Force
- Plans to rebuild police shooting range

Budget & Finances

The City of Beatrice and the Beatrice Police Department operates on a biennial budget, running from Oct 1st through Sept 30th. The Police Dept Budget Expenditures ending Sept 30, 2024 was \$4,827,681.

Police Patrol: \$2,964,065

Southeast 911 Communications: \$1,424,977

Police Administration: \$284,823

Victim Assistance Program \$93,816

Animal Control: \$60,000

Grants

The Police Department applies for Grants each year to help offset costs. In 2024 we received grant money to help purchase: bullet proof vests, radar units, dash cameras, computers and E-citation equipment for 4 patrol cars.

Records

The Beatrice Police Department uses the New World System's Public Safety software. Our records management system is integrated with the CAD (Computer Aided Dispatch) and Mobile software which is used by Communications and Patrol. This allows a Call for Service, persons, or crimes to be easily tracked and searched for reference. This system also has the capability to create reports, charts, and maps of crimes, accidents, types of incidents, etc. This tool is very useful to Patrol to be proactive to help prevent crime. The Gage County Sheriff's Office and Crete Police Department utilizes our computer system as well. This allows agencies to share information.

Our department implemented an E Citation system in 2020. This allows officers to enter a citation directly into the mobile computer and print a citation in the car to be given to the driver. These citations are sent automatically to our records system and State Court system where the County Attorney can download them. This has streamlined the process, and saves time for both Patrol and Records.

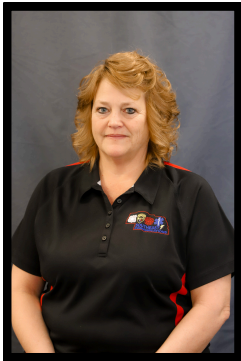


Police Information & Systems Coordinator,
Traci Baehr



Part Time Records Clerk,
Sue Sullivan

Communications Division



Carla Zarybnicky
Communications Director, 2015



Shelena Maguire
2001



Russell Jobman
2003



Fred Naumann III
2011



Kasey Barnard
2013



Fred Naumann IV
2015



Misty Higgins
2017



Aaron Benson
2020



Terri Eldridge
2021



Halley Schank
2021



Malissa Walton
2022



Amber Cooper
2023

Southeast 911 Communications Center

Southeast Communications Center dispatches for 22 agencies including Gage County, the City of Crete, Crete Fire and Crete Rescue. These dedicated people staff the communications center 24/7, 365 days a year. The communications center fields over 100,000 phone calls, on average per year, between emergency and administrative phone calls. I am extremely proud to have them as my team.

The communications center completed our second audit by the Public Service Commissions Field Coordinator for compliance of the statewide training standards. Southeast Communications met and exceeded all state requirements again this year.

The State of Nebraska has migrated about 95% of the state over to the new ESInet. Next Generation 911 (ESI net) is a secure Internet Protocol based system, utilizing high speed data connectivity capable of receiving information to include voice, text messages, picture, and videos. This system across the state will allow seamless information sharing between citizens and 911 centers.

Also, in 2024 the State of Nebraska purchased and implemented throughout, an application called RAPID SOS UNITE. Statewide PSAP's were already utilizing the free RapidSOS application, but Unite is better. RapidSOS Unite is an evolution of the company's existing Portal and Premium solutions into a single product with a suite of new advanced features:

- AI automation to save time
- Rich content pathways, including multimedia and texting
- Redundant connection to caller phones, even if calling fails
- Critical data from a network of over 540 million connected devices

RapidSOS Unite modules allow customization for agencies based on their scope and needs, including:

- Enhanced mapping using locally authoritative GIS data
- Automated translation and transcription
- Seamless integration into field responder applications
- Single sign-on (SSO) and just-in-time provisioning
- Intelligent analytics, forecasting, and reporting for calls, text, and digital alerts

In an emergency, Unite intelligently fuses millions of sensor feeds into one unified picture of an incident, allowing public safety officials to view real-time location, health profile, telematics, alarm data, and more.

When Should You Call 911?

- 9-1-1 should be called for emergencies, such as crimes in progress, to report a fire or for a medical emergency.
- For non-emergencies: parking problems, non-injury car accidents, thefts or vandalism call 402-223-4080
- Remember to remain calm, speak clearly and follow any instructions the dispatcher gives you.
- Be prepared to provide the location of the emergency. Always know your location and be ready to give directions to the dispatcher. Descriptive information such as cross streets, mile markers, landmarks, and business names are helpful.
- The dispatcher will verify your address and phone number.
- Do not hang up until the dispatcher tells you to. Even if you dialed by mistake, stay on the line and explain that you accidentally dialed.
- The dispatcher will ask you questions. Stay calm and answer the questions clearly. This questioning does not delay the response of Law Enforcement/Fire/EMS Personnel. It does provide the responders with more information as they are in-route so they can be better prepared when they arrive.
- When describing a vehicle, the dispatcher may ask the color, year, make and model, body style, license plate and state, and any other distinguishing characteristics.

2024 SE911 Calls for Service

This list is a total for Southeast 911 Communications; including the Beatrice Police Department, Gage County Sheriff's Office, Wymore Police Department, Beatrice Fire & Rescue, Crete Police Department, Crete Fire & Rescue, Richardson County Sheriff's Office, Nebraska Game & Parks, Board of Public Works, Animal Control & all Gage County Rural Fire/Rescue Agencies.

CALL TYPE	2021	2022	2023	2024	CALL TYPE	2021	2022	2023	2024
New Call-not assigned	53	71	81	33	Disorderly Conduct	5	9	11	17
911 Hang Up	551	961	1,710	1,070	Disturbance	495	534	488	422
Abandoned Vehicle	16	26	45	64	Domestic	47	60	91	75
Accident/Fatality		5	3	2	Door Checks	72	330	284	158
Accident/H&R	157	129	168	149	Drone Deployment				1
Accident/Injuries	161	139	158	100	Drowning	1			
Accident/No Injuries	631	669	673	625	Drug Information	99	113	92	98
Adult Abuse	205	232	371	369	Drug Violation	66	87	68	55
Alarm	60	68	65	42	DUS	97	141	132	75
ALS	20	16	19	20	DWI - DUI	145	185	126	102
Animal Bite	64	83	72	84	Embezzlement	1			
Animal Complaint	639	643	668	619	Emergency Protective Custody	23	27	18	27
Animal Cruelty	99	106	123	106	Escort	87	107	86	205
Animal on Roadway	271	296	296	236	Fail to Appear	4			
Arson	1	2	2	4	False Reporting	1	5	5	3
Assault	126	140	137	146	Field Interview	43	12	5	2
Assist Citizen	311	287	328	338	Fire	148	257	173	183
Assist Other Agency	749	843	785	705	Fire Alarm	103	139	112	139
Attempted Suicide	1		5		Fireworks Complaint	27	52	71	47
Background Check			13	23	Forgery	3	5	3	2
Bar Check	122	90	151	304	Found Animal	212	220	176	201
Barking Dog	77	75	66	74	Found Bike	59	37	22	15
BCH Security	18	366	365	365	Found Property	180	188	174	174
Bicycle Theft	27	19	9	10	Fraud	109	131	109	108
Bomb Threat			1		Gage Co. Warrant	262	330	313	285
BPW	96	85	116	100	Gambling Violation			1	
Burglar Alarm	215	242	211	229	Game Violation	4	3	7	7
Burglary	59	71	60	41	Gas Drive Off	49	50	30	19
Child Abuse	431	439	454	420	General Information	426	572	523	476
Child Custody	18	42	31	30	Harassment	186	157	194	222
Child Neglect	43	25	41	49	Harassment - Text	23	12	21	19
Civil	390	385	355	384	Health Hazard	100	84	93	107
Civil Process	607	829	787	591	Hitch Hiker	3	7	10	8
Civil Standby	130	124	103	116	Homicide	1			1
Community Oriented Policing and Problem Solving				248	ICAC	15	13	26	20
Complaint Against Officer	10	17	15	12	Identity Theft	34	38	36	20
Compliance Check	2	3	1	19	Indecent Exposure	6	4	2	7
Crimestoppers	4	7	20	5	Injury	1	3	2	4
Death	134	120	127	123	Jail Incident	23	32	19	18

Stats are for All Agencies that SE911 Dispatches For*

CALL TYPE	2021	2022	2023	2024	CALL TYPE	2021	2022	2023	2024
Junked Motor Vehicle	3	4		3	Rescue	1,781	1,863	1,680	1,897
Juvenile	503	463	491	490	Richardson Co. Warrant	332	344	300	154
K9 Public Relations	1	2	4		Road Closed	17	8	3	9
K9 Training	16	37	85	32	Robbery	1	2	1	1
Lift Assist	203	203	220	202	Runaway	89	67	83	65
Liquor Laws Violation	3	6	11	3	Scam	171	129	136	143
Livestock Complaint	2	3	1	14	Search Warrant	8	9	12	14
Lost Animal	116	160	112	94	Sex Off Reg Viol	25	16	25	13
Lost Property	109	100	110	79	Sex Offender Compliance Check	44	27	59	103
Medical Alarm	133	130	119	176	Sexual Assault	57	64	64	42
Mental Health	187	163	153	174	Shoplifting	49	50	133	134
MIP	29	15	21	18	Solicitor		4	2	5
Missing Person	17	20	32	37	Special Detail	4	21	17	38
Motor Vehicle Theft	43	39	39	35	Suicide	3	1	1	2
Motorist Assist	428	615	626	520	Suspicious	830	898	968	841
Mutual Aid	23	35	57	39	SWAT	1	1		
Noise	209	263	269	240	Test Call	12	45	77	64
Nuisance	122	90	16	17	Theft	323	391	301	325
Out Of Unit	940	1,001	867	792	Threats	154	202	222	219
Open Container	1	1			Title Inspection	124	372	380	195
Open Door	82	64	72	51	Tobacco/Vape				1
Ordinance Violation	149	162	143	138	Traffic Hazard	362	325	368	375
Overdose			7	11	Transfer	1,151	1,010	980	972
Parking /2 HR	14	11	20	20	Transport	130	212	200	115
Parking/24 HR	184	94	206	170	Trash	50	60	57	36
Parking/Other	562	512	575	471	Trespassing	86	117	123	110
Pivot	7	10	8	8	Truancy	14	8	9	24
Probation Violation	1		2	3	Traffic Stop	6,135	9,580	10,211	7,363
Procuring	2		1	1	Unknown	2	3	2	1
Property Damage	68	48	84	89	Vacation Watch	41	44	38	32
Protection Order Viol.	74	82	63	48	Vandalism	228	228	202	169
Prowler	6	3	3	2	Vehicle Complaint	931	1,021	1,037	966
Public Service	216	338	408	332	Warrant	276	217	198	145
Pursuit	10	18	20	14	Watch	59	52	50	54
Remove Party	159	145	194	185	Weapons Law Violation	7	20	12	8
Repo	24	47	52	50	Weather	22	23	19	29
					Welfare Check	823	930	847	823

	2021	2022	2023	2024
Total Calls Per Year	28,646	34,847	36,066	31,222
**Emergency Duplicated or Cancelled Calls	4,633	3,870	3,940	3,373
Total including Cancelled Calls	30,114	32,279	38,717	34,595

Calls for Service by Agency 2024

A total is not given because several agencies can respond to the case CFS; for example, there is always a fire unit, a rescue unit, an extrication unit and a law enforcement officer sent to an injury accident, therefore this would generate four different calls for service for one actual call.

	2020	2021	2022	2023	2024
Beatrice Police Department	10,110	10,108	11,500	11,765	11,577
Board of Public Works	64	96	87	116	116
Gage County Sheriff's Office	5,809	5,422	6,806	6,491	6,593
Wymore Police Department	1,112	1,077	669	340	228
Beatrice Fire & Rescue & Rural Fire	3,069	3,227	3,295	3,036	3,207
Adams Fire	22	26	48	82	89
Adams Rescue	66	88	120	144	123
Barneston Fire	16	7	26	61	67
Blue Springs Fire	24	35	51	71	94
Clatonia Fire	28	14	31	80	70
Clatonia Rescue	83	80	92	117	107
Cortland Fire	46	38	55	99	93
Cortland QRT's	106	99	104	122	117
Crete Police Department	5,695	6,134	5,629	6,286	6,356
Crete Fire and Rescue	827	900	942	904	845
Dewitt Fire/Rescue	7	1	3	3	2
Diller Fire/Rescue	0	1	2	0	3
Filley Fire	16	20	36	66	72
Firth Fire & QRT	8	15	14	17	14
Hallam Fire & Rescue	10	12	17	16	20
Odell Fire	19	21	46	73	67
Odell QRT's	26	19	32	24	19
Pickrell Fire/QRT's	20	26	40	107	108
Plymouth Fire					2
Richardson County Sheriff's Office		3,141	7,208	8,356	3,499
Wymore Fire & Rescue	283	282	317	351	284

Patrol Division



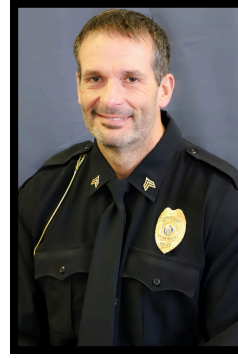
Captain Dan Moss
2009



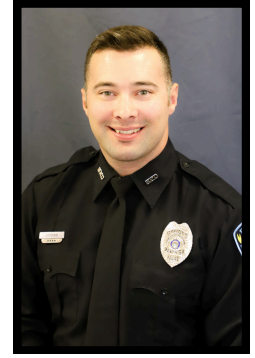
Sgt Wes Henning
1997



Sgt Brian Carver
2000



Sgt Shane Maloley
2009



Sgt Ethan Jordan
2018



Ofc Zac Lauenstein
2002



Ofc Kristine Mangers
2006



Ofc Joseph McCormick
2007



Ofc Timothy Price
2014



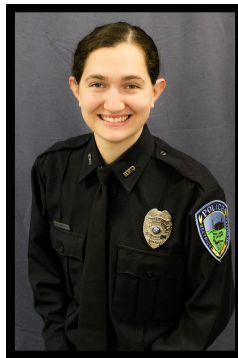
Ofc Kelly Byrne
2018



Ofc Courtney Brauch
2021



Ofc Benjamin Schank
2021



Ofc Brittney Ruh
2022



Ofc Brandon Samuelson
2023



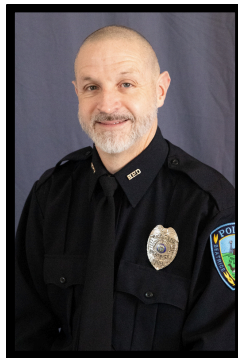
Ofc Christien Vandergrift
2023



Ofc Zach Smith
2024



Ofc Clayton Malcom
2024



Ofc Brandon Howland
2024



Ofc Matthew Harre
2024



Ofc Trent Ostendorf
2024

Patrol

2024 saw a return to normal staffing levels. Four new officers were hired during the year; one came in already certified through the State of Nebraska, two were able to attend the last certification class of the year and graduated in December; the fourth was hired at the end of the year and began his certification training in January 2025.

Last year's statistics showed the number of calls handled by all officers. From this year forward, this section will only show the calls handled by patrol officers. In 2024, patrol officers handled 9,222 calls for service.

Traffic enforcement is one of the main functions for patrol officers. In 2024 officers conducted 2,216 vehicle stops. These resulted in 51 driving under the influence arrests and 20 driving under suspension arrests. Officers also responded to 345 vehicle crashes to include one fatality accident. Fatality accident investigations are handled by a Traffic Crash Reconstructionist from the Nebraska State Patrol.

The second main function of patrol officers is to respond to self-initiated and citizen-initiated calls for service. There are 130 different call types, with Disturbance, Out of unit, Suspicious, Vehicle complaint, and Welfare check making up 1,900 of the remaining 7,000 calls for service handled. Officers responded to 275 fewer mental health calls in 2024 as compared to 2023, but placed ten people in Emergency Protective Custody, compared to 8 in 2023. Mental health assessments were also down in 2024 from 125 to 90.

Outside of the great things Officers are doing on a daily basis, a few were individually recognized for their outstanding efforts. Sergeants Carver and Maloley, along with officers Byrne, Schank, and Smith received the Medal of Valor, while Officers Lauenstein and Price received the Meritorious Service Award for their efforts in successfully removing two children from a home where they were trapped by a parent after a homicide was committed. Sergeant Maloley also received the American Legion Law Enforcement Officer of the Year award for 2024.

With earlier staff shortages, the department had no dedicated drug investigator. With staffing level improved and the former drug investigator in the position of patrol sergeant we looked to take on the local drug distribution issue another way. A narcotics investigation team has been formed as an additional duty to several officer's normal patrol functions. Some officers focus on vehicle interdictions while others are emphasizing investigations from information gathered from the public and confidential informants.

Dan Moss
Operations Captain

2024 Beatrice Police Department Vehicle Information

#	Model	Year	Mileage	Used for	Assigned to	Fuel
1	Explorer	2021	43,615	Patrol		Gas
2	Explorer	2016	79,861	K9	Lauenstein	Gas
3	Tahoe	2020	89,630	Sergeant	Day	Gas
4	Explorer	2021	73,251	Patrol		Gas
5	Taurus	2018	96,302	SRO		Gas
6	Explorer	2017	102,569	SRO		Gas
7	Explorer	2022	46,267	Patrol		Gas
8	Explorer	2022	44,341	Patrol		Gas
9	Tahoe	2016	120,150	K9	Price	Gas
10	Blue Bird	1995	6,213	Command Center		Diesel
11	Explorer	2013	125,825	Captain	Moss	Gas
12	Explorer	2021	15,580	Investigations	E. Byrne	Gas
13	Tahoe	2011	138,527	Patrol/Black		Gas
15	Dodge Ram	2021	19,556	Investigations	Murphy	Gas
20	Oshkosh M-ATV	2010	1,468	SWAT		Diesel
25	Lacrosse	2006	95,836	Investigations	Klaus	Gas
27	Cruze	2018	4,802	Victim Assistance	Epp	Gas
29	Explorer	2023	16,283	Patrol		Gas

The Beatrice Police Department added car 16, which is a 2024 Tahoe to its fleet. This new Tahoe will be a second Sargent vehicle to keep strain off of car 3. Due to cracking on the white door covers of the patrol units and for uniformity, all patrol units have the new style decals on them. Patrol units 9 and 29 were both equipped with license plate readers. This allows the camera in the vehicle to not only record, but also to read license plates and alert the Officer if it is stolen, the person is missing, Amber Alerts or if there is any other alert on the vehicle. The BPD has been awarded grants to replace computers in four patrol units and cameras in eight units. The new cameras allow all recordings to be automatically downloaded to the cloud for storage.



Training Summary 2024

Officers are required to complete 32 hours of continuing education as mandated by the Nebraska State Legislature. This includes specific training on topics such as de-escalation, mental health, substance abuse, anti-bias and implicit bias, as well as firearms, among others.

The Department conducts training sessions on the second Monday of each month, covering various topics. These sessions are led by officers who have received specialized training to become trainers in specific areas, helping to reduce costs for the department.

Some of the more notable trainings hosted or attended by officers in 2024 are listed below.

- Tactical Narcotics Debriefing
- 33rd Annual National School Safety Conference
- Highway Drug Investigations for Patrol
- Tactical Medical (Law Enforcement)
- Cyber Investigations: Virtual Currency
- Introduction to Interview and Interrogation
- Human Sex Trafficking
- Active Shooter Incident Management

Sgt. Brian Carver

Calls Responded to 2024

The following are types of calls that the Beatrice Police Department responded to during 2024.

CFS/Incident Type	2021	2022	2023	2024
911 Hang Up	234	379	814	473
Accidents	403	368	403	362
Animal Complaints all types	738	775	707	737
Arson	0	1	1	2
Burglary	27	35	23	21
Child Abuse/Neglect/Custody	268	276	292	258
Civil Types	311	301	301	334
Complaint Against Officer	7	8	10	8
Death	81	75	74	71
Disturbance, Domestic or Assaults	506	527	588	430
Drug Complaint or Info	81	105	78	95
DWI - DUI	69	84	64	52
Fraud or Scam	143	157	144	125
Harassment or Threats	285	264	305	306
Homicide	0	0	0	1
ICAC	9	5	18	13
Juvenile	290	286	324	321
Liquor Law Violations	25	13	26	14
Missing Person	11	9	19	18
Motor Vehicle Theft	26	27	18	19
Parking Complaints	240	266	285	255
Pursuit	5	10	7	9
Rescue	103	99	121	202
Robbery	0	2	1	0
Runaway	65	33	46	29
Sexual Assault	30	34	41	20
Suicide	2	1	1	1
Suspicious	454	463	516	441
Theft or Shoplifting	208	195	181	197
Traffic Stops or DUS	1,788	2,452	1,866	2,279
Vandalism/Property Damage	121	125	135	121
Vehicle Complaints	418	348	417	390
Welfare or Mental Health	733	760	837	630
All Other Types of Calls	2,428	3,019	3,102	3,343
	10,109	11,502	11,765	11,577

Mental Health Assessments made by Officers

A Call for Service may require the officer to make mental health assessments at that time.

	2021	2022	2023	2024
Mental Health Assessments made by an Officer	130	120	125	88

Ticket Statistics for 2024 Parking/Animal/City Ordinance Charges

Description	Warnings or ER's	Citations
Parking Violation	29	35
Animal Neglect/Cruelty		3
Dog and Cats must be licensed	2	
Dog at Large	1	10
Nuisance or Barking Dogs		2
Removal of Deceased Animal		1
Discharge Firearm in City Limits		2
Disturbing the Peace		16
Littering		2
Maintain Disorderly House		4
Shoplifting		16
Urinating in Public		2
Totals	32	93

Traffic Citation Charges

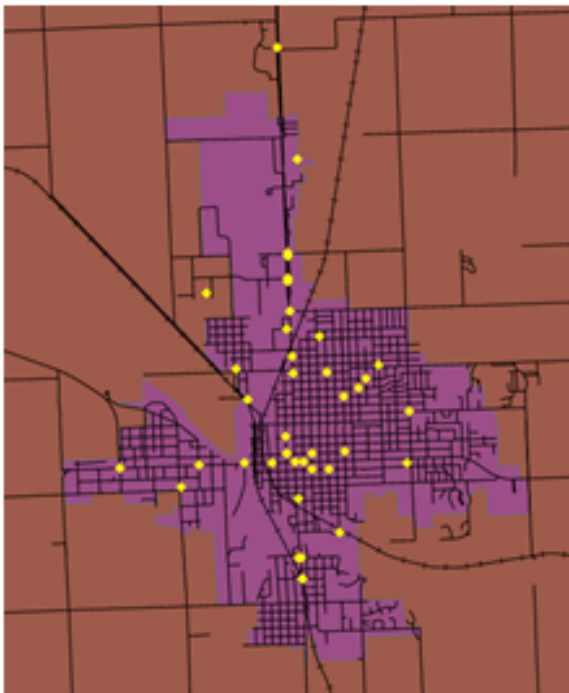
Description	Written Warning or ER's	Citations
Drag Racing		2
Driving Under Suspension or Revocation		70
Exhibition of Acceleration	3	3
Failure to yield ROW to vehicle or Sign	4	21
Fictitious Plates		18
Leaving Scene of Accident		14
Lights required on Vehicle or Violation	302	8
Motor Vehicle Restraint – Adult & Child	1	14
Negligent Driving		14
No License Plates or manner of display	29	4
One Way Violation	5	1
Operators must have valid license	8	102
Other Traffic Violations	84	35
Proof of Insurance or Ownership	6	61
Reckless Driving	1	6
Registration Required	36	188
Speeding	199	59
Stop Sign or Traffic Signal Violation	50	39
Unlawful Operation of ATV		1
Totals	728	660

Accident Tallies for 2024

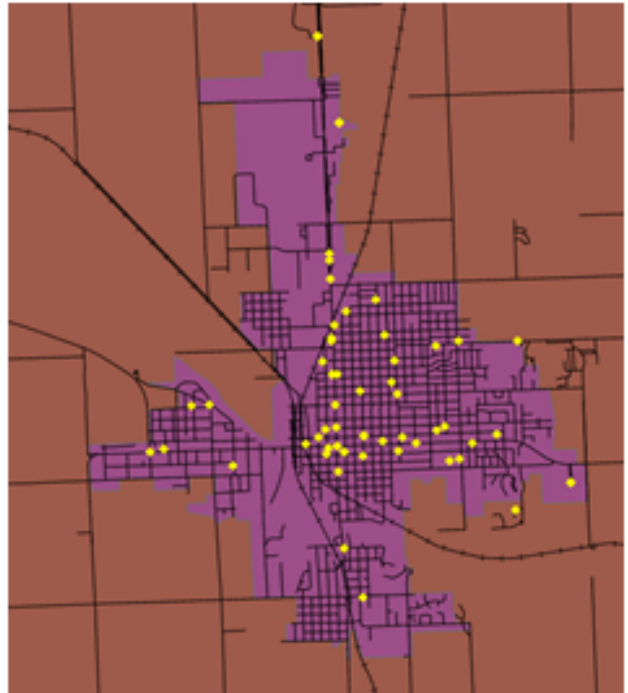
Types of Accidents

Officer Responded but no formal report taken	52
Property Damage	205
Hit and Run	68
Injury	42
Fatality (assisted the Gage Co. Sheriff Office)	1
Total	368

Injury Accidents



Hit and Run Accidents



Arrest Charges

(Traffic Offenses not included)

Type of Charges	2020	2021	2022	2023	2024
Assault 1 st /2 nd /3 rd	32	36	30	37	49
Assault on an Officer	6	3	6	1	3
Strangulation	4	7	6	4	5
Domestic Assault (Aggravated or Simple)	35	40	35	35	27
Protection Order Violations	28	11	13	15	10
Sexual Assaults 1st/ 2nd/ 3rd & child	4	0	1	6	6
Terroristic Threats/ Threats	5	11	9	10	21
Murder in the 1st or 2 nd Degree	1	0	0	0	1
Kidnapping	0	0	0	0	2
Child Abuse/Neglect	34	14	19	28	21
Child Abuse Resulting in Death	0	0	0	0	2
Drug Violations	123	105	137	85	84
Burglary	3	4	6	5	3
Theft	25	16	19	17	33
Robbery	2	0	1	0	0
Motor Vehicle Theft/Unauth Use	3	1	1	2	3
Criminal Mischief	33	20	16	21	30
Weapons Violations	14	15	31	12	17
Disorderly Conduct	5	8	9	9	6
Minor In Possession	56	50	51	37	65
DWI	91	59	73	48	47
Other Alcohol offenses	42	14	26	14	33
Resisting Arrest	10	5	12	6	8
Flight to Avoid Arrest	7	1	4	3	5
Other Offenses	160	244	148	185	159
Total Arrests or Citation Charges	723	664	653	580	640

*Arrestees can be charged with multiple charges on one arrest. Out of these 640 Arrest charges, 250 individuals were taken into custody at the Gage County Jail and 209 people were cited and released at the scene.

Juvenile Arrests and Citations

(Under the age of 18. These numbers are also included in the arrest charges on page 17)

	2020	2021	2022	2023	2024
Possession of Marijuana less than 1 oz	6	5	5	9	4
Possession Marijuana more than 1 oz	0	0	0	1	0
Possession of Drug Paraphernalia	4	2	3	1	2
Other Drug/Narcotics Violations	2	2	0		0
Manufacture Drugs/Intent to Distribute	1	0	0	1	0
.02 Violation	1	0	0	0	0
Minor In Possession	7	16	9	11	14
Procure Alcohol for Minor	0	1	0	0	0
Open Container	2	0	0	0	0
Driving While Intoxicated	1	0	1	1	0
Use of Tobacco by a Minor	3	2	17	16	9
Runaway	20	27	17	28	11
Motor vehicle Theft	1	0	0	2	1
Burglary/Thefts/Shoplifting	12	11	9	14	12
Criminal Mischief	11	6	6	10	8
Sexual Assault	0	0	1	5	2
Assaults or Threats	6	20	16	28	26
Assault on an Officer	2	1	1	0	2
Weapons Violations	2	2	5	3	1
Other Offenses	36	25	24	35	26
Juvenile Contacts(warnings)	2	1	11	8	2
Total	119	121	125	173	120

Narcotics Investigation Division

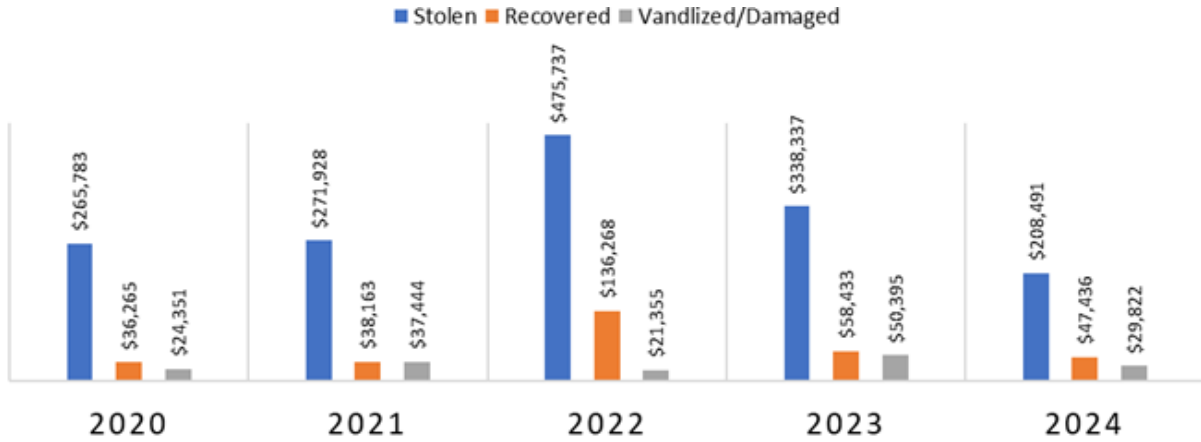
On May 28, 2024, the BPD Narcotics Investigation Division was officially re-activated, consisting of four road patrol Officers under the supervision of Sergeant Maloley. Officer Zach Smith #307, Officer Kelly Byrne #324, Officer Benjamin Schank #320, and Officer Tim Price #325. These Officers investigations resulted in approximately 19 arrests, 2 arrest warrants, 2 search warrants, 38 grams of methamphetamine with a street value of approximately \$3800, 37.4 grams of Marijuana, ½ lb. of cocaine (assisted Gage County), 13 fentanyl pills, 4 LSD squares, \$1022 in drug funds, and 2 prescription pill arrests.

Officer Zach Smith, Tim Price, and Brandon Samuelson have now been moved officially to Roadside Interdiction. This is a newly formed unit that is in the beginning stages of interdiction.

Breakdown of Drug Arrests

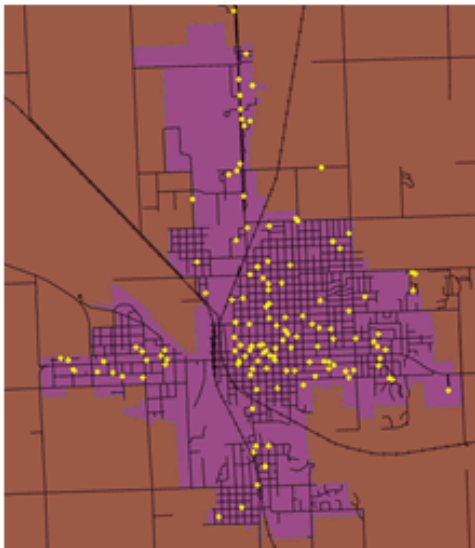
	2020	2021	2022	2023	2024
Poss. Marijuana less than 1 oz	28	17	27	22	19
Possession of Marijuana > 1 oz	2	4	3	1	1
Possession of Drug Paraphernalia	46	27	37	23	20
Possession of Controlled Substance	32	37	55	31	29
DUI - Drugs	2	1	3	3	3
Drug/Narcotics & Other Violations	6	8	3	7	6
Manufacture Drugs Intent to Distribute	1	2	5	0	0
Possess with Intent to Deliver	6	9	4	3	6
Totals	123	105	137	90	84

Property Crime Stats

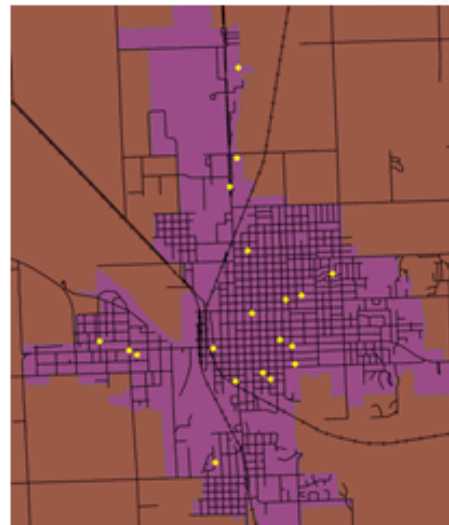
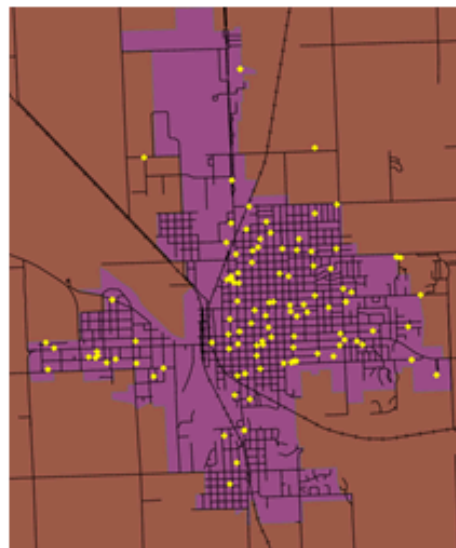


*In October 2024 a shipment of Cryptocurrency Mining Units originating in Beatrice valued at \$1,300,000 was stolen enroute to its Texas destination. All was recovered in California.

Thefts



Vandalisms

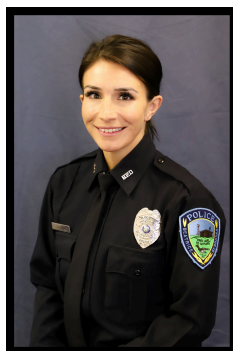


Motor Vehicle Accidents

Criminal Investigations Unit 2024



Investigative Sergeant
Erin Byrne
1996



Investigator
Natasha Parde
2015



Juvenile Services Ofc.
Jennifer Klaus
1994

The Criminal Investigations Unit is responsible for the investigation of cases involving a special subject matter and cases that are more complicated and often of a more time-consuming nature. The Criminal Investigations Unit is assigned a case when the nature of the crime involves serious criminal activity, such as suspected homicides, suicides, felony thefts, forgeries, felonious assaults, fraud, narcotics, or when the criminal activity appears to be part of a pattern of crimes.

The Criminal Investigations Unit is commanded by Erin Byrne, Investigative Sergeant. The Investigations unit is staffed with two investigators. The investigators are Juvenile Services Officer Jennifer Klaus and General Criminal Investigator Natasha Parde.

During 2024, the Investigations Unit was directly assigned 531 calls for service. In addition, the Investigations Unit assisted road patrol with 329 cases as well as numerous outside agencies with investigations of crimes in their jurisdictions which had ties to Beatrice.

The Investigations Unit continues to work with other agencies in regard to Internet Crimes against Children (ICAC). These cases involve crimes such as possession of child pornography, online enticement of a child, and any other cyber-crime involving a child. There were 13 ICAC cases in 2024. The Investigations Unit sometimes is requested to install covert surveillance cameras in Beatrice businesses and home residences in order to solve theft or other crime related issues.

The Investigations unit also assisted in the searches of cell phones and computers for various Beatrice Police Department cases as well as outside surrounding agency cases. These searches are done with a software/hardware program called Cellebrite. These update costs are shared between Beatrice Police Department, the Gage County Attorney's Office, and formerly the Wymore Police Department. Total number of cell phone searches in 2024 totaled 7 due to staffing changes. These searches can take multiple hours per search given the ever-increasing storage capabilities of newer cell phones. Cell phone searches are completed to obtain information, photos, and videos on various types of cases in which a cell phone or tablet may have been somehow involved.

Aside from criminal investigations, the Investigations Unit conducts background investigations for new department personnel, backgrounds for handgun permit applications, vendor background investigations, and background investigations for liquor license applications within the City of Beatrice. The Investigations Unit also serves as liaison officers to Crime Stoppers of Gage County. This assignment requires the investigators to attend meetings of the Crime Stoppers Board and to assist with recommendations of rewards to callers who provide information leading to arrests.

Felony Crimes Reported in Beatrice	Offenses Reported	Arrests Made
Murder in the 1st Degree	1	1
Child Abuse Resulting in Death	1	2
Child Pornography	3	1
Forcible Rape/Sexual Assault	5	5
Aggravated Assault/Terroristic Threats	15	15
Felony Drug Offenses	50	38
Burglary	19	3
Fraud/Counterfeit/Forgery/False Pretense/Theft	29	11
Weapons Law Violations	16	14
Family Offenses Nonviolent	8	6
Vandalism/Criminal Mischief	4	2
Other Felony Offenses	47	23
	198	121

Crime Scene Team

The Beatrice Police Department Crime Scene Team, led by Sgt. Erin Byrne, consists of sworn officers and civilians of the Beatrice Police Department. The team is activated to investigate large or complicated crime scenes. The duties of the team include; collecting and preserving evidence, such as fingerprints, shoeprints, tool impressions, DNA, photographs, diagrams, video recording and all physical evidence at the scene. Members of the team have specialized training in all areas of crime scene investigations. The team has training at least once a year to stay up on the knowledge and skills needed for this unit. It should be noted that the team was significantly depleted with the large amount of employee resignations from 2023 however still responded to a homicide crime scene in 2024. Efforts are just getting underway to staff and train the team with new members in 2025.

Juvenile Services

In 2024, the Beatrice Police Department received 258 child Abuse/Neglect/Custody calls and 630 Welfare Check reports. Many Welfare Checks involve juveniles. These reports are received from the Department of Health and Human Services Child Abuse Hotline, school personnel, and other concerned parties that contact the police directly or in situational responses.

Of the 258 Child Abuse/Neglect/Custody reports, 21 resulted in arrest or citations. There were two arrests in a case of child abuse resulting in death. Child abuse cases are difficult and time consuming. In the majority of cases, the situation or actions do not rise to criminal levels but do require intervention, or at least support services to protect the child and meet the identified needs.

There were also 2 juveniles that were victims involved in sexual assault cases. Juvenile victims of sexual assault, serious physical abuse, witnesses to a violent crime, or other situations are required by State statute to be taken to the BraveBe/Child Advocacy Center in Lincoln as part of the investigation and require officer presence. Each of these interviews can take up to four hours or longer, depending on how talkative the child can be. In 2024, numerous juveniles were interviewed at the BraveBe/Child Advocacy Center on behalf of the Beatrice Police Department. The Juvenile Services Officer or other investigators generally attend the CAC interviews. The Juvenile Services Officer is also the liaison officer for the monthly multi-disciplinary investigative and treatment team meetings as required by State Statute (1184 meetings).

Special Services



K9 Unit 2024

The Beatrice Police Department's two K9 Units assist officers with Beatrice Police, Gage County Sheriff's Office, Nebraska State Patrol, and surrounding county law enforcement agencies. The K9 Unit was supervised by Officer Zac Lauenstein in 2024, who facilitates K9 operations, ensures K9 training standards are met, and ensures these valuable assets are effective and efficient in their time of need.

K9 Toro has been working with Officer Lauenstein since 2021. Officer Lauenstein, one of two School Resource Officers, and K9 Toro are a Certified Narcotics Detection Team in the State of Nebraska. Toro, a yellow British Labrador, not only serves as a narcotics detection dog, but also serves as a community-based service dog, utilized for educational functions, public service events and events with local youth. Officer Lauenstein and K9 Toro work primarily at Beatrice High School, but also provide assistance to Beatrice Road Patrol Officers. Toro had 8 deployments in 2024 and 21 training sessions.

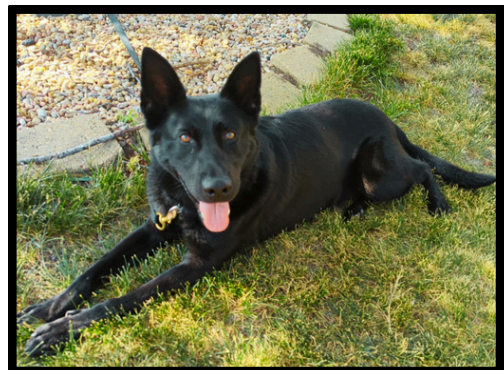
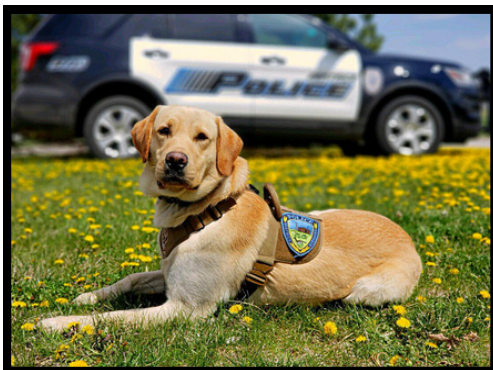
K9 Thomas has been working with Officer Price since 2023, and assigned to a road patrol shift. Officer Price and K9 Thomas are a Certified Narcotics Detection Team in the State of Nebraska. K9 Thomas, a black Dutch Shepard, had 25 deployments and 19 training sessions in 2024.

At the end of the year Officer Lauenstein bid back to road patrol with his K9 Toro and the department is developing a K9 Shift to begin in 2025 to increase hours that a K9 is on the streets. There is also an adjustment in the supervisor of the K9 unit which is switching to Sgt. Maloley in 2025.

If you have any questions regarding the Beatrice Police K9 Unit, please feel free to contact the new K9 Supervisor, Sgt. Shane Maloley at 402-223-4080.

If you would like to make a donation to the Beatrice Police Department K9 Unit, please send donations to:

Beatrice Police Department
Attn: Beatrice Police Department K9 Fund
201 N 5th St Beatrice, NE 68310



School Resource Officer Program (SRO)

The SRO program plays a crucial role in maintaining safety, building positive relationships, and supporting the overall well-being of our students, staff, and community. Throughout the year, our School Resource Officers has worked closely with school administrators, educators, and students to prevent and address potential safety concerns, promote a positive school climate, and provide mentorship and guidance to young individuals. By acting as both a law enforcement officer and a trusted adult role model, the SRO contributes significantly to the physical and emotional safety of our schools.

During the first part of the 2024-2025 school year, Officer Nesbitt served as the Middle School Resource Officer, dedicating time and effort to build connections with students and staff while addressing any concerns related to school safety. In October 2024, Officer Brauch, who has been with the Beatrice Police Department for four years, took over the position. Officer Brauch has continued the important work of fostering a safe and supportive environment at Beatrice Middle School. Officer Brauch's experience and dedication have further strengthened our department's engagement with the school community, continuing the commitment to student safety and mentorship.

At Beatrice High School, Officer Lauenstein began the school year as the School Resource Officer, providing a reassuring presence to students and assisting with various safety initiatives. In November 2024, Officer Ruh, who has been with the department for three years, transitioned into the High School SRO role. Officer Ruh has continued the important work of fostering a safe and supportive environment at Beatrice High School.

Looking ahead, both Officer Brauch and Officer Ruh will attend their first National Association of School Resource Officers (NASRO) conference in the summer of 2025. At this prestigious event, they will receive the Gold Standard in training related to school-based policing, further enhancing their skills and knowledge to better serve the students, staff, and families of Beatrice.

A key goal of the SRO program is to prevent deviant behavior and promote a positive, respectful school culture. SROs are not focused on making arrests for criminal violations, but rather on building trust and guiding students toward making responsible choices. They work proactively to address issues before they escalate into more serious problems, providing counseling, conflict resolution, and intervention when necessary. However, while the primary role of an SRO is preventive, they are also trained to respond appropriately to criminal violations. In cases where an arrest is necessary, the SRO will take appropriate action to ensure the safety of all students and staff and to maintain order within the school environment.

During 2024, the Beatrice Police Department responded to a variety of calls for service at Beatrice Middle School. The department handled 64 juvenile-related incidents, reflecting the department's proactive engagement with students. Officers responded to several assaults (4), disturbances (2), and disorderly conduct (1) situations, addressing conflicts and maintaining order within the school. Additionally, there were 2 incidents related to the Internet Crimes Against Children (ICAC) initiative. Other calls included 1 animal complaint, 1 mental health-related call, and 2 theft reports. The department also responded to a few traffic-related incidents, with 2 traffic stops and 1 vehicle complaint. Officers assisted with 1 complaint against an officer, 1 assist citizen request, and 1 general information inquiry. Officers also addressed 6 ordinance violations and 2 instances of suspicious behavior. In addition, 7 public service calls were handled, and officers found 1 piece of property that was turned in. Lastly, the department responded to 1 accident with no injuries, 1 hit-and-run accident, and 1 drug violation. These calls highlight the diverse range of issues that School Resource Officers address in their efforts to maintain a safe and supportive environment for students at the middle school.

During 2024, the Beatrice Police Department responded to a wide range of calls for service at Beatrice High School. Officers handled 14 juvenile-related incidents, demonstrating the department's continued engagement with students. There were 11 assault reports and 11 incidents involving threats, which were promptly addressed by officers to maintain safety. Other notable incidents included 6 harassment cases, 4 drug violations, and 1 sexual assault. Officers also responded to 4 disorderly conduct calls, 2 disturbances, and 1 case of false reporting. The department conducted 5 traffic stops and responded to 3 vehicle complaints, as well as 1 incident of vandalism.

In addition, officers handled various other matters such as 1 child custody issue, 1 child neglect case, and 4 welfare checks. Officers also responded to 17 ordinance violations and assisted with 25 public service calls, reflecting their commitment to supporting the school community. Other calls included 2 incidents of suspicious activity, 1 theft, and 4 special details. Officers conducted 3 door checks and 2 open door investigations as part of their routine safety measures. Additionally, there were 2 cases related to Internet Crimes Against Children (ICAC), 1 drug information inquiry, and 1 tobacco/vape violation. Throughout these calls, the department remained focused on ensuring the safety, well-being, and overall security of students and staff at Beatrice High School.

Courtney Brauch - Beatrice Middle School

Brittney Ruh - Beatrice High School

Drone Program

The drone program is expanding, now with four certified pilots. The department still owns a DJI drone, but its use is restricted. Purchased with donated funds, this drone is more of a consumer-grade model available at retail stores like Best Buy. It can only operate during the day due to its lack of nighttime capabilities. The department is actively seeking donations and funding to acquire a law enforcement-grade drone capable of flying around the clock when needed.

There have been multiple instances where the drone team was asked to assist in locating or searching for a missing person at night. Unfortunately, those requests were declined because the current drone is not effective after dark. On one such occasion, the Saline County drone team was called in to help.

In 2024, the drone was used 3 times:

- Missing livestock
- Airplane crash landing search
- Search the river for possible swimmer drowning



Gage County Victim Assistance Program

About the Program

Established in 1995, the Gage County Victim Assistance Program has been dedicated to supporting crime victims throughout Gage County. The program operates through the federal Victims of Crime Act (VOCA) grant funding, as well as in-kind and cash contributions from the City of Beatrice and Gage County.

Our Mission

The Gage County Victim Assistance Program is a free public service that provides information, practical assistance, and crisis intervention to victims of crime. Victims not only experience physical harm but also endure emotional and financial hardships, including lost wages, medical expenses, and property damage. Many victims struggle with anger, guilt, confusion, and frustration with the complexities of the criminal justice system.

Our mission is to ensure that victims' rights are upheld while offering guidance, support, and advocacy throughout the legal process. We provide case updates, assistance with compensation applications, and emotional support, always treating victims with dignity, compassion, and empowerment. The criminal justice system is designed to bring justice and relief, but its process is often lengthy and complex. Our office is committed to helping victims navigate each step, ensuring they receive the information, resources, and support they need.

Services Provided

The Victim Assistance Coordinator is responsible for direct victim services, advocacy, and administrative oversight. Daily responsibilities include:

- Making initial contact with victims and providing case updates
- Assisting with State Crime Victims' Compensation applications
- Helping victims complete their Victim Impact Statements (VIS)
- Acting as a liaison between victims and prosecutors
- Attending pre-trial meetings and providing court/law enforcement accompaniment
- Connecting victims with community resources and services
- Assisting with protection orders and follow-up contacts
- Addressing questions and concerns about the criminal justice process

Additionally, the Victim Assistance Coordinator manages collaborations with partner agencies, grant writing, and all required financial and statistical reporting for VOCA funding.

With the loss of the Assistant Victim Advocate position due to funding reductions, the program continues to adapt to ensure that victims in Gage County receive the highest level of support possible.

The Victim Assistance Coordinator, Chevis Epp, has been serving Gage County crime victims since April 2021, following the retirement of the previous coordinator after 20 years of service. With over 15 years of experience in victim advocacy, she specializes in supporting survivors of domestic violence, sexual assault, human trafficking, child welfare, and juvenile justice. She also has extensive experience in diversity and equity work, child abuse prevention, and is a certified Mental Health First Aid trainer. Chevis holds a Bachelor's degree in Criminal Justice with a minor in Psychology and an emphasis in Counseling.

The Gage County Victim Assistance Program faced a significant loss on November 30, 2023, when the Assistant Victim Advocate position, held by Marty Seymour since December 1, 2016, was eliminated due to a statewide reduction in Victims of Crime Act (VOCA) grant funding. Since its inception in 1995, the program has relied on VOCA funding to provide critical services to crime victims in Gage County. Losing an advocate has placed an increased strain on the remaining staff, reducing the program's capacity to offer essential support to victims navigating the aftermath of trauma and crime.

The funding crisis has only deepened in the current grant cycle. In the first year, Nebraska experienced a 40% reduction in VOCA funds, and in year two, that shortage increased to 60%. Despite these drastic cuts, the Gage County Victim Assistance Program was fortunate to receive its fully awarded amount in year two, allowing it to continue serving victims without further reductions. However, the ongoing decline in VOCA funding across the state remains a significant concern, as the demand for services far exceeds the available resources.

To help ease the burden on the Victim Assistance Coordinator, who is now solely responsible for running the program, the City of Beatrice brought on Sue Sullivan in a part-time capacity to assist with non-direct tasks such as record-keeping. Her position, not funded by the VOCA grant, was implemented to provide administrative support and help close out the grant year efficiently. While this assistance alleviates some workload pressures, the absence of a second advocate continues to impact the program's ability to provide direct services to victims in need.

Gage County Victim Assistance Program: Services & Community Partnerships

24/7 Availability & Law Enforcement Collaboration

The Gage County Victim Assistance Program is available 24/7 to support crime victims and assist law enforcement when called upon by the shift supervisor. The program works closely with the Beatrice Police Department, Gage County Sheriff's Department, Wymore Police Department, Nebraska State Patrol, and the Gage County Attorney's Office to ensure victims receive timely and effective assistance.

Comprehensive Victim Services

The program provides a wide range of services to all crime victims in Gage County, including but not limited to:

- Crisis Intervention – Immediate emotional support for victims in crisis
- Personal Advocacy – Assistance with navigating victim rights and available resources
- Criminal Justice Advocacy – Guidance and support throughout the legal process
- Protection Order Assistance – Help with filing and understanding protection orders
- Property Release – Coordination with law enforcement for property retrieval
- Restitution Assistance – Helping victims seek financial reimbursement
- 911 Cellular Phones – Providing emergency phones for victims in need
- Safety Planning – Developing personalized plans to enhance victim safety
- Transportation Assistance – Helping victims access services and court proceedings
- Parole Information – Updates on offender release and parole hearings
- Victim Impact Statement Assistance – Helping victims express how the crime has affected them
- Court Proceedings Support – Accompaniment and guidance for victims in court
- General Information & Assistance – Providing answers and referrals for victim-related concerns
- Nebraska Crime Victim's Reparations Program – Assisting with financial compensation applications
- Nebraska Victims of Crime Alert Portal Registration – Enrolling victims for case status notifications

Community Involvement & Partnerships

The Victim Assistance Coordinator actively collaborates with multiple organizations to enhance victim services and promote community safety. These partnerships ensure a comprehensive, multidisciplinary response to crime and victimization in Gage County.

Gage County Child Abuse and Neglect Treatment Team

The Gage County Child Abuse and Neglect Treatment Team is dedicated to a collaborative, multidisciplinary approach to assisting children who have experienced abuse or neglect, are at risk, or are displaying delinquent behavior. This team works to fill service gaps for children whose needs are not met within the current system, even in cases where the Juvenile Court is not involved.

Gage County Crime Stoppers

Gage County Crime Stoppers is a nonprofit organization led by a volunteer citizen board. This initiative brings together law enforcement, media, and the community to combat crime. Crime Stoppers provides a secure, anonymous way for individuals to report crime-related information to law enforcement. Tipsters may receive a reward of up to \$1,000 for valuable information leading to an arrest.

Southeastern Nebraska Human Trafficking Task Force

Established in 2015, the Nebraska Human Trafficking Task Force (NHTTF) coordinates the state's efforts to combat human trafficking. This initiative brings together law enforcement, prosecutors, service providers, advocates, and community partners to implement a unified, strategic response to trafficking in Nebraska.

Nebraska Partnership Against the Trafficking of Humans (NE PATH)

NE PATH connects organizations and individuals engaged in the fight against human trafficking. This network strengthens Nebraska's anti-trafficking efforts by fostering collaboration, promoting trauma-informed practices, and ensuring a survivor-centered approach.

Community Justice Committee – Gage County MAPS

The Community Justice Committee operates within the Multiple Agencies Partnering for Success (MAPS) Coalition, a network of over 50 individuals, agencies, and organizations committed to improving the quality of life for individuals, families, and communities in Gage County. Through collaboration, the coalition addresses critical social issues and enhances community resources.

Chevis Epp
Victim Assistance Coordinator



Victim Assistance Program Statistics 2024

*Not an all-inclusive list of services provided

TYPE OF SERVICE	# OF TIMES PROVIDED	
	2024	2023
Emotional Support & Safety Services	1,742	1,864
Personal Advocacy & Accompaniment	446	372
Information about the Criminal Justice Process & Referral	3,711	3,947
Law Enforcement Interview/Accompaniment	190	300
Criminal & Civil Justice System Advocacy	4,033	4,821
Compensation Assistance	20	25
Transportation	7	10
Protection Order Assistance	432	451
Total # of Services Provided	10,581	11,790
Total # of Victims Served	1,258	1,037

Types of Victimization & Number of Crime Victims Who Received Services

*An individual MAY be counted in more than one victimization type

Types of Victimization	2024	2023	2022	2021	2020	2019	2018
Adult Physical Assault	77	99	94	94	193	150	154
Adult Sexual Assault	21	34	34	44	53	36	9
Adults Sexual Abused as Children	2	2	2	1	24	7	5
Arson	0	4	4	3	1	64	16
Bullying (verbal, cyber or physical)	20	12	10	27	24	0	1
Burglary	47	92	101	68	39	124	97
Child Physical Abuse/Neglect	209	182	167	144	420	113	62
Child Pornography	2	0	0	0	0	4	2
Child Sexual Abuse/Assault	160	68	101	161	209	237	108
Domestic and/or Family Violence	787	838	793	749	808	1080	813
DUI/DWI Incidents	9	21	26	10	14	9	33
Elder Abuse/Neglect	9	4	4	5	0	2	1
Hate Crimes	0	0	0	0	0	0	0
Human Trafficking Labor/Sex	1	0	0	1	1	0	0
Identity Theft/Fraud/Financial Crime	231	157	157	57	11	5	8
Kidnapping (custodial/non-custodial)	0	1	1	0	0	0	0
Mass Violence	0	0	0	0	0	0	0
Other Vehicular Victimization (hit & run etc.)	34	93	94	49	33	16	18
Robbery	2	0	2	8	20	28	22
Stalking/Harassment	224	256	256	354	355	372	355
Survivors of Homicide Victims	50	44	44	40	5	0	5
Teen Dating Victimization	3	18	18	0	0	0	0
Terrorism (domestic/international)	0	0	0	0	1	1	0
Other (PO violations, criminal mischief etc.)	142	198	196	131	232	133	256
Total	2,030	2,123	2,104	1,946	2,443	2,381	1,956

Source: U.S. Dept. of Justice, Office of Justice Programs- Performance Measurement Platform Compiled by: Chevis Epp

Community Policing

Speaker Service

The Beatrice Police Department organized a Police Speaker's program in 2008 as part of our community awareness effort. The focus of the program is to help educate the public about various law enforcement related topics. The topics include personal safety, crime prevention and criminal activities, and range from 20 to 60 minutes in length. Sworn personnel along with the Victim Assistance Coordinator and Communications personnel prepare the presentations based on their area of expertise.

Beatrice Public Schools, various church groups, service clubs, businesses and other community groups and classes requesting the service. The most requested topics are fraud, K-9 presentations and computer scams. Officers also spent time informing people about the Police Department and Officer Duties. Numerous Groups continue to tour the Beatrice Police Department including Boy Scout and Girl Scout troops, along with school classes.

Community Survey

As part of the Beatrice Police Department's commitment to community engagement and continuous improvement, a public survey was conducted to assess resident perceptions of public safety, police services and department effectiveness. The survey gathered valuable input on key areas such as community trust, response times, officer interactions and overall satisfaction with law enforcement efforts.

The results showed that 78% of those who took the survey feel safe in their neighborhoods. 66% feel that the police response time is satisfactory, 78% feel that the Beatrice Police Department is effectively addressing crime and maintaining public safety and 74% feel that the officers are very professional when doing their jobs. Although these numbers leave a little room for improvement, we feel that this is very positive feedback and we will continue to work and increase our public satisfaction in the following years.

Holiday Events

Officers participated in the Downtown Night of the Great Pumpkin fun night and the Trick or Treat event, speaking to Children and family members at this event. Officers also participated in the Downtown Lighted Parade during the Christmas Holiday.

Lunch with a Cop

In 2024 our Lunch with a Cop program primarily focused on group lunch dates. Students at Beatrice Middle School were recognized and rewarded with a few pizza parties after participating in Attendance Challenges. Officers had lunch with the HOPE squad at Beatrice Middle School. Officer Nesbitt organized a get together with the students of the winning House. Several officers attended a lunch with the CORE kids at Paddock Lane and enjoyed Playa Azul, at their request. SRO Lauenstein went out to lunch with a couple high school students. Although we always enjoy a one-on-one lunch these group lunches have been a hit.

Special Olympics

Officers continue their involvement with Special Olympics, hosting the annual torch run through downtown Beatrice, and played a basketball game at BHS versus the Special Olympians.

Free Ride Home Program

The Beatrice Police Department has partnered with Yellow Cab and Gage County MAPS since 2019 allowing officers, bars and restaurants in Beatrice to give vouchers for a free ride home to impaired drivers. A total of 618 vouchers were given out in 2024.

National Night Out

This year, the Beatrice Police Department participated in National Night Out for the first time in several years, recognizing its longstanding tradition and its significance as an annually celebrated event. National Night Out is known nationwide for its focus on building safer, stronger communities through positive interactions between law enforcement and residents. We invited local vendors, food trucks, and community programs to take part, creating a lively atmosphere filled with engaging activities for all ages. This event allowed us to reconnect with the community, foster relationships, and highlight the importance of collaboration with local businesses and organizations. The turnout was fantastic, and we look forward to making National Night Out a continued tradition in the years to come.

Mini Mart

The Mini Mart has been an integral part in supporting local students and families, with the School Resource Officer (SRO) playing an active role in providing food from local monetary donations and resources. Through this program, which is supported by the school, the SROs work closely with the Mini Mart to ensure students have access to meals throughout the school year. This program is highly utilized and appreciated by the school community. Additionally, the Beatrice Police Department conducted a food drive for the Mini Mart, during which around \$8,700 worth of items were donated, further helping to meet the needs of local families.

Stuff the Cruiser

The Beatrice Police Department’s annual “Stuff the Cruiser” event, hosted by FOP Lodge 84, was a tremendous success this year. Through the generosity of our community, we were able to provide gifts for over 250 children from 80 families in Gage County. Additionally, the event raised nearly \$1,700 in monetary donations, which was reinvested into local businesses to help provide more gifts for teens. This year’s event was made possible thanks to the unwavering support of our community partners, including the YMCA, Walmart, the Legion Riders, and eight other local service organizations. Their collective effort and dedication allowed us to reach more families and make a significant impact on the community. We are deeply grateful for the outpouring of support from all those involved—community members, businesses, and organizations—whose generosity helped make this event a success.

