

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, June 2, 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. **CONSENT AGENDA**
  - 3.a. Approve agenda as submitted.
  - 3.b. Receive and place on file all notices pertaining to this meeting.
  - 3.c. Receive and place on file all materials having any bearing on this meeting.
  - 3.d. Approval of minutes of regular meeting on May 19, 2025, as on file in the City Clerk's Office.
  - 3.e. Approval of Treasurer's Report of Claims in the amount of \$630,394.51.
  - 3.f. Approval of BASWA Report of Claims in the amount of \$226,449.85.
  - 3.g. Approval of Pay Request #5 in the amount of \$207,208.80, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
  - 3.h. Award of bid for the West Court Street Water Main Crossing project to Judds Brothers Construction in the amount of \$415,000.00, as recommended by the Board of Public Works.
  - 3.i. Award of bid for the Chautauqua Park Playground Improvements - 2025 to Play-Pro Recreation, LLC, in the amount of \$200,586.00.
  - 3.j. Award of bid for the Fire Hose Replacement – 2025 Project to MacQueen in the amount of \$105,881.00.
  - 3.k. Approval of Manager Application for Adam Lovgren, License #B-97463, in connection with Farmers Cooperative, dba, Farmers Cooperative, 1615 North 6th Street, Beatrice, Nebraska.
  - 3.l. Approval of special designated license for Good Liv'in, LLC, for a Cornhole Tournament Fundraiser on June 11, 2025, from 5:00 p.m. to 11:00 p.m. at 205 North 19th Street, Beatrice, Nebraska.
  - 3.m. Resolution Number 7562 executing the Agreement between the City and the Permitting and Engineering Division within the Nebraska Department of Environment and Energy pursuant to Title 179 NAC 7, as recommended by the Board of Public Works.
  - 3.n. Resolution Number 7563 executing the Add-On to Gateway Services Master Agreement between the City and Xpress Bill Pay for the provision of a Forms Builder feature, as recommended by the Board of Public Works.
  - 3.o. Resolution Number 7564 appointing Anthony Brockman to the Firefighters' Retirement Committee.
  - 3.p. Resolution Number 7565 executing the Fixed-Based Aerial Applicator's Agreement and the Operator's Lease and Services Agreement with

Precision Aerial Ag, LLC, for the purposes of conducting aerial applicator or crop spraying services and conducting aeronautical services on the Beatrice Municipal Airport's airfield.

3.q. Resolution Number 7566 entering into an Interlocal Cooperation Agreement establishing the Mutual Finance Organization.

4. **PUBLIC HEARINGS/BIDS**

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

5. **RESOLUTIONS**

5.a. Resolution Number 7567 committing the City to respond to the current crisis in roadway fatalities by taking substantial and comprehensive action to reduce serious and fatal injuries on the roadways of Beatrice to zero (0) by December 31, 2032.

5.b. Resolution Number 7568 executing the Memorandum of Understanding with the Beatrice Community Hospital & Health Center, Inc., to facilitate the timely transfer of patients from 4800 Hospital Parkway, Beatrice, Nebraska, 68310, to other medical facilities.

5.c. Resolution Number 7569 entering into an Emergency Dispatch Service Interlocal Agreement with the County of Gage, Nebraska, to operate a County-wide Enhanced 911 System and a radio dispatching system on behalf of the County of Gage, for a term ending on June 30, 2030.

5.d. Resolution Number 7570 executing the Forbearance Agreement and any and all other documents necessary between the City, The Paddock, LLC, and RIC Paddock STCI, LLC, for the City to forbear from exercising certain of its rights and remedies with respect to the Loan until a certain date, as set forth in said Forbearance Agreement.

6. **ORDINANCES** - None

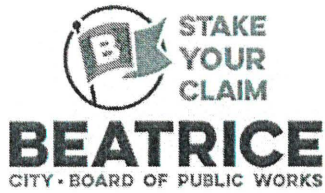
7. **PUBLIC FORUM**

8. **DISCUSSIONS/REPORTS**

8.a. Award of bid for the Dempsters Asbestos Removal to McGill Asbestos Abatement, LLC, in the amount of \$148,750.00.

9. **MISCELLANEOUS**

9.a. The next regular City Council meeting is June 16, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



CITY OF BEATRICE, NEBRASKA  
MINUTES OF THE REGULAR CITY COUNCIL MEETING  
MAY 19, 2025  
6:00 P.M.

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The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 19<sup>th</sup> day of May, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on May 14, 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 – National Preservation Month, May 2025

Mayor Morgan presented a proclamation, proclaiming May 2025 as “National Preservation Month” to Virginia Gifford, Main Street Executive Director.

#### Proclamation – National Public Works Week, May 18-24, 2025

Mayor Morgan presented a proclamation, proclaiming May 18-24, 2025 as “National Public Works Week” to Tobias J. Tempelmeyer, City Administrator/General Manager. The proclamation will be shared with all City Departments.

#### 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 May 5, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$733,598.42.
- f. Approval of BASWA Report of Claims in the amount of \$458,822.16.

- g. Approval of Pay Request #4 in the amount of \$395,862.93, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- h. Award of bid for the WPC Grit Improvements project to Building Crafts, Inc., in the amount of \$4,559,000.00, as recommended by the Board of Public Works.
- i. Refer claim of Cheryl Wheeler regarding damages to her personal property to City Attorney and City Insurance carrier for review and disposition.
- j. Resolution Number 7556 entering into a Master Agreement Work Order with Olsson, Inc., for engineering services related to updating the City's existing hydraulic model and on-call model run services, as recommended by the Board of Public Works.
- k. Resolution Number 7557 appointing Michael Fakler, Todd Hydo, Troy Koch, Eric Martin, Kevin Wrightsman, and Anthony Schoen, as an alternate member, to the Board of Appeals.

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

Councilmember Doyle inquired what the WPC Grit Improvement project was. Tobias J. Tempelmeyer, City Administrator/General Manager, explained this project is to update the City's grit removal infrastructure at the Wastewater Treatment Facility. Tempelmeyer explained that grit is a by-product of wastewater treatment mostly consisting of sand or shells, which wears down pumps and other equipment over time. Tempelmeyer stated this project will also include SCADA software upgrades. Tempelmeyer further explained while the project is \$1 million over the engineer's estimate, the City has received \$2 million from Congressional Appropriation funds and the City will use some funds budgeted for other projects to cover the shortfall.

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

MOTION CARRIED.

### PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

### RESOLUTIONS

**Resolution Number 7558 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 introduced Resolution Number 7558 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).

Moved by McLain, seconded by Ruh, that Resolution Number 7558 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is for the Paddock Kensington Building project. Tempelmeyer stated in 2023, the City chose the RFP submitted by Hoppe Development, who later formed The Paddock, LLC, to conduct the rehabilitation of the building.

Tempelmeyer explained the loan is for \$1.5 million over nine (9) years and is forgivable if the developer meets certain requirements over the term of the loan.

Evan Clark, Hoppe Development representative, explained to the Council Hoppe Development is an affordable housing developer focused on developing housing in the Midwest. Clark noted Hoppe's plans are long term and they appreciate the opportunity to stay in and connect with this community. Clark stated Hoppe plans to develop approximately thirty-six (36) rental units on the upper floors of the building with rent ranging from \$900 to \$1,200 per month. Clark explained Hoppe plans to develop an incubator space on the first floor of the building consisting of approximately four (4) to nine (9) spaces to rent and several conference rooms that can also be rented. Clark noted Hoppe has received historic tax credits and USDA grant financing to help fund the project and the total project costs will be around \$9.9 million. Clark stated Hoppe is in the process of cleaning out the building and removing asbestos. Clark noted Hoppe hopes to have some rental units available as soon as January or February 2026.

Councilmember Fairbanks inquired when units would be available. Clark stated Hoppe hopes to have some units available on the 5<sup>th</sup> floor of the building by 2026 and will be taking a floor-by-floor approach to the project.

Councilmember Doyle thanked Clark for Hoppe's flexibility on the financing for this loan.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7558 – Passed and Adopted** – 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).

*Incorporated into the Minute Record by Reference*

**Resolution Number 7559 executing the Right of First Refusal and any and all other documents necessary, between the City and Hoppe & Son, LLC, granting Hope & Son, LLC, a Right of First Refusal to purchase the following described property: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced Resolution Number 7559 executing the Right of First Refusal and any and all other documents necessary, between the City and Hoppe & Son, LLC, granting Hope & Son, LLC, a Right of First Refusal to purchase the following described property: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Barnard, that Resolution Number 7559 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council these two (2) lots are where the City plans to construct a playground at the Stoddard Elementary School site. Tempelmeyer explained earlier this year the City conveyed the Stoddard Elementary School site to Hoppe Development, and Hoppe has since sold these two (2) lots back to the City. Tempelmeyer explained further a grant received by the City requires the City to own the lots so covenants can be placed on the ground restricting

the use of the lots to be used only as a playground for a period of fifteen (15) years. Tempelmeyer stated Hoppe has a grant that requires them to have access to the playground for their tenants, which is why Hoppe asked for a Right of First Refusal. Tempelmeyer noted the Right of First Refusal has a term of fifteen (15) years and if the City decided to sell the two (2) lots, Hoppe could purchase the lots from the City for \$100.00.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7559 – Passed and Adopted** – executing the Right of First Refusal and any and all other documents necessary, between the City and Hoppe & Son, LLC, granting Hope & Son, LLC, a Right of First Refusal to purchase the following described property: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7560 executing an Agreement for Professional Services between the City and Waters Edge Aquatic Design to develop an Aquatic Park Master Plan**

Mayor Morgan introduced Resolution Number 7560 executing an Agreement for Professional Services between the City and Waters Edge Aquatic Design to develop an Aquatic Park Master Plan.

Moved by McLain, seconded by Ruh, that Resolution Number 7560 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City has started the process of updating the Water Park. Tempelmeyer explained the City sent out RFQs in February of this year for quotes on the development of a master plan for the Water Park. Tempelmeyer stated the Water Park Committee recommended Waters Edge to develop the master plan. Tempelmeyer noted the services by Waters Edge include a feasibility study of the Big Blue Water Park in its current state, as well as open houses to receive input from the public. Tempelmeyer stated Waters Edge has worked with various other Nebraska communities including Columbus, Fairbury, and Grand Island, as well as communities Kansas and Oklahoma. Tempelmeyer explained the contract is for \$19,500.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7560 – Passed and Adopted** – executing an Agreement for Professional Services between the City and Waters Edge Aquatic Design to develop an Aquatic Park Master Plan  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7561 executing Amendment No. 3 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction phase services to assist with the additional observation to take place during the 2025 construction season for the Reconstruct Taxiway 'C' & Apron project**

Mayor Morgan introduced Resolution Number 7561 executing Amendment No. 3 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction phase services to assist with the additional observation to take place during the 2025 construction season for the Reconstruct Taxiway 'C' & Apron project.

Moved by McLain, seconded by Barnard, that Resolution Number 7561 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council Alfred Benesch & Company was originally retained by the Airport Authority and they have been providing engineering services at the Airport for a number of years. Tempelmeyer explained the contract has now been assigned to the City and this Agreement adds an additional nine (9) weeks of construction observation and updates Benesch's fees to their 2025 prices. Tempelmeyer noted the original project was smaller in scope, however, since the commencement of the project, the City has received more funding and therefore the scope of the project grew. Tempelmeyer stated the City's share in this Agreement is approximately \$5,100.00.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7561 – Passed and Adopted** – executing Amendment No. 3 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction phase services to assist with the additional observation to take place during the 2025 construction season for the Reconstruct Taxiway 'C' & Apron project  
*Incorporated into the Minute Record by Reference*

### **ORDINANCES**

There were no ordinances.

### **PUBLIC FORUM**

No one appeared during public forum.

### **DISCUSSIONS/REPORTS**

#### **Clean City 2025 Review**

Jason Moore, Street Superintendent, presented the Clean City Week 2025 event information to the Mayor and City Council. Moore stated this was one (1) of the biggest years since the creation of this event. A total of 1,206 locations participated in this year's Clean City event, with a total cost of approximately \$16,000, which is the second highest expense in the event's history. Moore explained the increase in cost is mostly due to wage increases. Moore noted around 2016, the City became more restrictive on acceptable items, however, citizens continue to place non-acceptable items out for pickup, such as tires and construction debris. Moore stated there were no accidents or injuries to any of the employees who were involved in the event.

## City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Mayor and City Council. Tempelmeyer noted the Sertoma Astro Park Splash Pad is now open. The Beatrice Police Department Law Enforcement Torch Run will be held on May 20<sup>th</sup>, and the Department will also be hosting their Community Watch meeting on May 22<sup>nd</sup>. Tempelmeyer added the Beatrice Public Library will be hosting their annual Bike Rodeo on May 24<sup>th</sup>. The Big Blue Water Park is scheduled to open on May 24<sup>th</sup>. Tempelmeyer stated construction on Lincoln Street is set to begin next week, and the Church along Lincoln Street, Beatrice Elementary School, and adjacent property owners along Lincoln Street, have all been notified. Tempelmeyer noted construction of the playground at Froberry Park is expected to begin in mid-June.

### EXECUTIVE SESSION

Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 6:29 p.m., for the protection of public interest to discuss litigation.

Mayor Morgan announced that it has been Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 6:29 p.m., for the protection of public interest to discuss litigation.

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

MOTION CARRIED.

Reconvened at 6:45 p.m.

### ADJOURNMENT

The next regular City Council meeting is June 2, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 6:45 p.m.

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

MOTION CARRIED.

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Amanda Kuhlman, Deputy City Clerk

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Robert Morgan, Mayor

**City Claims approved as follows:** (*Abbreviations for this legal are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies:* A T And T Mobility, Se, \$51.48; Adam Parde, Se, \$3,868.30; Alfred Benesch And Company, Ex, \$6,952.87; Aqua-Chem, Inc, Su, \$5,098.10; Arbor Ink, Su, \$99.98; Baker And Taylor, Ex, \$206.42; Barnes And Noble Bookstores Inc, Ex, \$199.08; Beatrice Area Solid Waste Agnc, Re, \$123,245.59; Beatrice Community Hospital, Se, \$402.00; Beatrice Iron And Metal Co, Su, \$137.57; Beatrice Kiwanis Club, Re, \$2,725.00; Beatrice Ready Mixed, Su, \$32.50; Benchmark Government Solutions Llc, Se, \$422.35; Black Hills Energy, Se, \$153.29; Board Of Public Works, Re, \$25,325.09; Bomgaars Supply Inc, Su, \$359.49; Bound Tree Medical Llc, Su, \$575.97; Brown's Shoe Fit Co, Su, \$100.00; Caleb Allen, Se, \$1,040.00; Cardmember Service, Su, Ex, \$11,154.22; City Motor Supply, Su, \$294.43; City Self Insured  
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Health Plan, Re, \$226,000.00; City Treas. Petty Cash, Re, \$402.67; City Treasurer, Re, \$34,668.96; Clean Sweep Industries Inc, Su, \$396.00; Column Software Pbc, Fe, \$487.79; Cornhusker State Industries, Su, \$1,275.30; Cps Hr Consulting, Su, \$110.00; Das State Acctg-Central Finance Ocio, Se, \$966.60; David Hauptman, Se, \$325.00; Diamond T Truck And Trailer, Su, \$162.91; Diode Communications, Se, \$404.95; Dvorak Law Group, Llc, Se, \$15,170.10; Eakes, Inc, Su, \$124.53; Echo Group, Inc, Su, \$43.68; Eco-Energy, Re, \$1,146.00; Electronic Contracting Company Inc, Se, \$415.00; Evident Crime Scene Products, Su, \$214.81; Ez Construction, Re, \$9,295.00; Farmers Cooperative, Su, Re, Se, \$5,830.89; Fire Safety Education, Su, \$408.00; Fox, Morgan, Re, \$45.98; Fyr-Tek Inc, Se, \$2,969.66; Gage County Register Of Deeds, Fe, \$72.00; Gb Auto Service Inc, Se, Su, \$1,437.81; Hamilton Equipment Co. (Corp), Su, \$218.54; Hard Rock Quarries Llc, Su, \$1,703.85; Henning Carpentry, Re, \$26,248.00; Hometown Leasing, Se, \$659.26; Interstate Power Systems, Inc, Se, Su, \$18,832.73; J And B Window And Graphics Inc, Se, \$104.00; Jeo Consulting Group Inc, Ex, \$19,075.00; Jim's Carpet And Supplies Inc, Su, \$9,957.58; Johnstone Supply, Su, \$3,408.60; Jon's Outdoor Service, Se, \$144.00; Ken's Pest Control Company, Se, \$125.00; Klecans Diverse Service Llc, Se, \$1,500.00; Lammel Plumbing Inc, Su, \$54.58; Lampton Welding Supply Co., Inc, Su, \$1,466.09; Landmark Implement Inc, Su, \$218.81; Macqueen Equipment Llc, Su, \$141.24; Mcmurphy, Amanda, Re, \$235.20; Mead Lumber And Rental-Beatrice, Su, \$192.14; Merchant McIntyre & Assoc Llc, Se, \$8,000.00; Midwest Laboratories Inc, Se, Su, \$8,213.70; Midwest Tape, Llc, Su, \$2,000.00; Moore, Jason, Re, \$442.36; Mork, Curtis, Se, \$300.00; Nebraska Dept. Of Revenue, Fe, \$39.60; Nebraska State Fire Marshall, Se, \$360.00; Nmc, Inc, Su, \$2,192.83; Norris Public Power District, Se, \$981.92; Northeast Auto, Se, \$150.00; Nutrien Ag Solutions, Su, \$1,737.50; Olsson Inc, Ex, \$1,934.00; O'reilly Auto Parts, Su, \$696.80; Overdrive, Su, \$5,496.82; Play-Pro Recreation Llc, Ex, \$122,000.00; Pruss Excavation Co, Ex, \$395,862.93; Qtpod, Fe, \$1,675.00; R.L. Tiemann Construction, Inc, Ex, \$11,572.15; Rdo Truck Center Co, Su, \$1,495.98; Refuse Inc, Su, \$4,590.00; Rewound Power Motors Sls And Svc Inc, Su, \$38.74; Ricoh Usa, Inc, Se, \$323.33; Rollins Inc, Se, \$140.00; Sack Lumber Company, Su, \$145.93; Sapp Brothers, Su, \$9,782.99; Schuster's Outdoor And Rv Inc, Su, \$1,183.82; Sheridan Industries, Se, \$54.00; Sherwin-Williams Co, Su, \$128.78; Sirchie, Su, \$183.40; Southeast Community College, Fe, \$2,005.00; Southeast Nebr Development District, Re, \$1,642.98; Sportsman Lc, Fe, \$375.00; Sunny Smith, Se, \$900.00; Tennis Courts Unlimited Inc, Ex, \$30,250.00; The Rawlings Company Llc, Re, \$1,143.28; Tk Elevator Corp, Se, \$503.58; Tractor Supply, Su, \$17.98; Transunion Risk And Alternative, Se, \$75.00; Truck Center Companies, Su, \$2,801.09; Unifirst Corporation, Se, \$75.26; Unite Private Networks Llc, Se, \$78.38; Van's Waterproofing Inc, Se, \$880.00; Walker Uniform Rental, Se, \$183.88; Walmart Stores Inc, Su, \$28.79; Westlake Ace Hardware, Su, \$423.23; Windstream, Se, \$160.56; Witmer Public Safety Group, Inc, Su, \$52.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. MAR25	Reimb BPW Utilities- Mar25	04/04/2025	1,000.00
1030	BEATRICE PUBLIC SCHOOLS	LIQUOR LIC. FEE - NOV2	SCHOOL SHARE Liquor License Fee - Nov 2024 thr	05/20/2025	4,775.00
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Administration Phone Charges	05/01/2025	220.81
1034	CHARTER COMMUNICATIONS	1290027030-MAY25	Cable charges/City - May 2025	05/09/2025	12.37
12490	COLUMN SOFTWARE PBC	7FF24556-0431	Notice of FF Retirement Committee Mtg - 5/20/25	05/12/2025	6.23
12490	COLUMN SOFTWARE PBC	7FF24556-0432	Notice of P&Z Public Hearing f/Hydo SUP	05/15/2025	12.46
12490	COLUMN SOFTWARE PBC	7FF24556-0433	Notice of P&Z Mtg - 6/2/25	05/15/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0437	Notice of Mtg - 6/2/25	05/15/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0438	Notice of P&Z Public Hearing f/Setzer SUP	05/16/2025	10.76
2940	Eakes, Inc.	INV652655	Contract Billing 2/21/2025 - 05/20/2025 - 50% City	05/21/2025	513.74
2940	Eakes, Inc.	INV652655	Contract Billing 4/21/2025 - 5/20/2025	05/21/2025	46.39
3680	GAGE COUNTY REGISTER OF DEEDS	05082025	Qcd Hoppe & Son LLC	05/08/2025	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	05082025	Ease City of Beatrice / Hoppe & Son LLC	05/08/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	05132025	Agmt Stoddard Place LP	05/13/2025	34.00
3680	GAGE COUNTY REGISTER OF DEEDS	05132025	Agmt City of Beatrice	05/13/2025	28.00
3680	GAGE COUNTY REGISTER OF DEEDS	05132025	Agmt City of Beatrice	05/13/2025	28.00
11467	Gage County Sheriff	APRIL 2025	Order of Sale - CI 24 93	04/30/2025	29.00
11467	Gage County Sheriff	APRIL 2025	Order of Sale - CI 23 339	04/30/2025	29.00
3700	GAGE COUNTY TREASURER	TAX CERT 11358	Parcel No 0013624000 - Tax Sale Certificate 11358	05/16/2025	1,274.37
12443	Harris Decals Inc	99514	25) stickers f/UTV license plates	05/14/2025	30.45
5220	LEAGUE OF NEBR. MUNICIPALITIES	FINANCE CONF. 2025	Registration f/Finance Conf - Bell	05/20/2025	505.00
5220	LEAGUE OF NEBR. MUNICIPALITIES	FINANCE CONF. 2025	Registration f/Finance Conf - McMurphy	05/20/2025	505.00
11311	Paymentech	5707000-APR25	Monthly CC Fees - City	04/30/2025	540.80
7380	PINNACLE BANK	APRIL 2025	Internet Bank Fees	05/01/2025	53.10
7380	PINNACLE BANK	MARCH 2025	Internet Bank Fees	04/01/2025	51.90
7470	PLYMOUTH ELECTRIC INC	123907	LED Light Fixture Upgrades f/Aud, Police, BPW Servi	05/27/2025	8,060.80
7470	PLYMOUTH ELECTRIC INC	123907	LED Light Fixture Upgrades f/Aud, Police, BPW Servi	05/27/2025	3,731.20
12005	TriZetto Provider Solutions	4G14052500	Electronic Claims - 198 - April 2025	05/01/2025	122.36
11312	Xpress Bill Pay	INV-XPR023208	Monthly CC Fees - City	04/30/2025	270.02
Total ADMINISTRATION:					21,941.45
<b>COMMUNITY DEVELOPMENT</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Inspections Phone Charges	05/01/2025	107.94
3680	GAGE COUNTY REGISTER OF DEEDS	05142025	Subper Hydo	05/14/2025	34.00
3680	GAGE COUNTY REGISTER OF DEEDS	05202025	Subper Dave Henning Carpentry LLC	05/20/2025	28.00
3680	GAGE COUNTY REGISTER OF DEEDS	05202025	Notice Setzer	05/20/2025	10.00
7640	PRIORITY PRINTING	124905	1,500) #10 window envelope	05/15/2025	131.37
9610	VERIZON WIRELESS	6113481922	Community Development-lpad services (2)	05/13/2025	80.02
Total COMMUNITY DEVELOPMENT:					391.33
<b>POLICE ADMINISTRATION</b>					
1440	BRAGG, ROBERT	913214	Animal Control Services	05/27/2025	5,000.00
Total POLICE ADMINISTRATION:					5,000.00
<b>POLICE COMMUNICATIONS</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Dispatch Phone Charges	05/01/2025	202.54
9920	WINDSTREAM	090063150-MAY25	Crime Stoppers phone service	05/13/2025	89.31
Total POLICE COMMUNICATIONS:					291.85
<b>POLICE PATROL</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Police Phone Charges	05/01/2025	202.54

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2740	DERMATEC DIRECT	1594245	10-bx) gloves, xlg	05/08/2025	131.40
2740	DERMATEC DIRECT	1594245	10-bx) gloves, lg	05/08/2025	131.39
2740	DERMATEC DIRECT	1594245	Shipping	05/08/2025	17.00
12602	HOWLAND, BRANDON L	REIMB MAY25	Reimb meals f/SWAT Training	05/10/2025	164.75
12602	HOWLAND, BRANDON L	REIMB MAY25	Reimb mileage f/SWAT Training	05/10/2025	323.82
12003	Oakview Veterinary Clinic	154222	Sensitive Stomach & Skin K-9 f/Thomas	05/13/2025	79.14
12003	Oakview Veterinary Clinic	CREDIT ON ACCT	Overpayment of invoices; 144246, 145100, 145425	05/07/2025	23.68-
12003	Oakview Veterinary Clinic	CREDIT ON ACCT	Owe invoice 137584	05/07/2025	10.00
7640	PRIORITY PRINTING	124911	1,000) safe ride vouchers	05/20/2025	102.74
7690	PRODUCTION CREEK LLC	66187	1) uniform jacket	04/30/2025	49.50
7690	PRODUCTION CREEK LLC	66187	2) sew on patch	04/30/2025	10.00
12501	SCHANK, BENJAMIN	REIMB MAY25	Reimb meals f/SWAT Training	05/13/2025	82.24
9610	VERIZON WIRELESS	6112991215	ICAC Phone & Data	05/08/2025	91.00
9610	VERIZON WIRELESS	6113246446	Police AVL Cards	05/10/2025	560.68
9700	WALMART STORES INC.	01687	supplies f/cleaning car	05/07/2025	7.41
Total POLICE PATROL:					1,939.93
<b>FIRE ADMINISTRATION</b>					
12056	ALL COPY PRODUCTS	39197964	Copier Rental	05/12/2025	389.54
12056	ALL COPY PRODUCTS	39197964	Copy usage - 4/5 - 5/4	05/12/2025	71.76
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Fire Phone Charges	05/01/2025	97.66
2010	CITY MOTOR SUPPLY	909783	2-pkg) cable tie	05/16/2025	29.48
12566	DATASHIELD CORPORATION	0164162	Shredding Service - Fire - May 2025	05/19/2025	54.53
9610	VERIZON WIRELESS	6113980521	Cell phone service - Fire	05/20/2025	40.01
9920	WINDSTREAM	092071685-MAY25	Fire Alarm Phone Lines	05/21/2025	212.28
Total FIRE ADMINISTRATION:					895.26
<b>FIRE SUPPRESSION</b>					
1076	Auto Repair Plus	J012711	Labor - a/c leak f/E1	05/22/2025	210.00
1076	Auto Repair Plus	J012711	Supplies - refrigerant, dye, crimp sleeve, o-ring f/E1	05/22/2025	128.78
11867	MacQueen Equipment LLC	P48860	1) cairns helmet, red	05/15/2025	487.00
11867	MacQueen Equipment LLC	P48860	Shipping	05/15/2025	14.81
9610	VERIZON WIRELESS	6113246446	Fire AVL Card	05/10/2025	40.01
9610	VERIZON WIRELESS	6113980521	Cell phone service - Fire	05/20/2025	40.01
9730	WALKER UNIFORM RENTAL	1407328	SHOP TOWEL SERVICE	05/15/2025	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV682750	2) uniform short, women	05/13/2025	104.00
Total FIRE SUPPRESSION:					1,051.31
<b>FIRE AMBULANCE</b>					
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	EMS Phone Charges	05/01/2025	41.85
1420	BOUND TREE MEDICAL LLC	85764917	2) probe covers	05/08/2025	14.68
1420	BOUND TREE MEDICAL LLC	85764917	4) exam gloves, lg orange	05/08/2025	691.60
1420	BOUND TREE MEDICAL LLC	85764917	1) i-Gel OT resus pack, size 5	05/08/2025	186.54
1420	BOUND TREE MEDICAL LLC	85764917	2) IV admin set	05/08/2025	249.00
1420	BOUND TREE MEDICAL LLC	85764917	2) IV extension set	05/08/2025	127.00
1420	BOUND TREE MEDICAL LLC	85764917	4) capnoline	05/08/2025	391.76
1420	BOUND TREE MEDICAL LLC	85764917	1) nebulizer w/mask, adult	05/08/2025	94.50
1420	BOUND TREE MEDICAL LLC	85770163	1) lorazepam	05/13/2025	59.39
1420	BOUND TREE MEDICAL LLC	85770163	misc	05/13/2025	14.95
1420	BOUND TREE MEDICAL LLC	85773382	1) Tranexamic acid	05/15/2025	77.99
1420	BOUND TREE MEDICAL LLC	85773383	2) non-rebreather mask, adult	05/15/2025	169.00
1420	BOUND TREE MEDICAL LLC	85773383	1) connecting suction tubing	05/15/2025	84.50
1420	BOUND TREE MEDICAL LLC	85774693	Stat-Padz II	05/16/2025	80.99
1420	BOUND TREE MEDICAL LLC	85774693	1) BVM nebulizer assist kit	05/16/2025	379.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1420	BOUND TREE MEDICAL LLC	85774693	2) atrophine	05/16/2025	349.38
1420	BOUND TREE MEDICAL LLC	85774693	2) sodium chloride IV solution	05/16/2025	96.00
1420	BOUND TREE MEDICAL LLC	85774693	disposable probe covers	05/16/2025	18.50
1420	BOUND TREE MEDICAL LLC	85776483	1) tamper evident seal, numbered/red	05/19/2025	54.99
12582	CARNAHAN, TIFFANY	ED. ASSISTANCE - SPRIN	Ed. Assist. - Spring 2025	05/14/2025	2,005.00
2040	CITY TREAS. PETTY CASH	P-CASH 06-02-2025	6) Meal - OTT	05/29/2025	45.00
3090	ENERSPECT MEDICAL SOLUTIONS	29333	15) Tempus LS electrodes	05/08/2025	790.18
2620	FIRST WIRELESS INC.	130282	3) pagers w/programming	05/25/2025	1,379.40
11724	North Central Ambulance Sales	0045307	Liquid spring f/M1	05/09/2025	335.41
9610	VERIZON WIRELESS	6113246446	Fire AVL Card	05/10/2025	40.01
9610	VERIZON WIRELESS	6113980521	Cell phone service - Fire	05/20/2025	120.46
Total FIRE AMBULANCE:					7,897.58
<b>PUBLIC PROPERTIES</b>					
130	ABBOTT PORTABLE TOILETS	7836	1) Handi-cap accessible Portable Toilet f/Pickleball C	04/30/2025	125.00
12622	BETA TECHNOLOGY INC	INV8894	hornet spray, bathroom cleaner, towels, grease	05/12/2025	1,071.66
11281	Black Hills Energy	0420672199-MAY25	GAS SERVICE - Probation - May 2025	05/14/2025	47.64
11281	Black Hills Energy	3806703634-MAY25	GAS SERVICE - Fire Dept - May 2025	05/14/2025	306.81
11281	Black Hills Energy	3806703634-MAY25	GAS SERVICE - Police Dept - May 2025	05/14/2025	259.63
1350	BOARD OF PUBLIC WORKS	#1905.00-MAY25	Carnegie Phone Charges	05/01/2025	38.75
1350	BOARD OF PUBLIC WORKS	PROB. UTIL. JAN-MAR25	Probation Utilities - Jan-Mar25	05/20/2025	938.46
12095	Bomgaars Supply Inc	463459	hose shut-off, washers f/Chautauqua Park hydrant	05/16/2025	10.48
12095	Bomgaars Supply Inc	463492	2) weed eater	05/16/2025	659.98
12095	Bomgaars Supply Inc	463560	fertilizer	05/16/2025	14.99
12095	Bomgaars Supply Inc	465186	bar & chain oil	05/20/2025	8.99
12095	Bomgaars Supply Inc	465951	muratic acid f/Library cooling tower	05/22/2025	8.99
12095	Bomgaars Supply Inc	466357	drain cleaner f/Senior Center	05/23/2025	18.99
12095	Bomgaars Supply Inc	467886	2) hose coupling, roller pump f/gator sprayer	05/27/2025	135.97
7100	Buchheit	26097574	chemical f/Chautauqua Park ditches	05/21/2025	70.99
12214	Cary's Cleaning	6394	Office cleaning - May 2025 f/Library	05/27/2025	2,100.00
12214	Cary's Cleaning	6395	Office cleaning - May 2025 f/FD	05/27/2025	1,428.00
12214	Cary's Cleaning	6398	Office cleaning - May 2025 f/PD	05/27/2025	1,638.00
2010	CITY MOTOR SUPPLY	909181	2) brake fluid f/dump truck	04/16/2025	15.98
2010	CITY MOTOR SUPPLY	909316	2) blow gun, 10) clamp	04/23/2025	53.74
2010	CITY MOTOR SUPPLY	909729	5) wheel bolt, 10) hub nut f/Exmark 72	05/14/2025	30.00
2010	CITY MOTOR SUPPLY	909959	grease gun	05/27/2025	302.99
2940	Eakes, Inc.	9142739-0	soap refills, urinal screen, mops f/Buildings & Parks	05/20/2025	320.23
2940	Eakes, Inc.	9142739-1	mop head f/Fire Dept	05/22/2025	11.02
2940	Eakes, Inc.	INV652941	vacuum f/Buildings	05/21/2025	250.00
12230	Earl's Window Service	05122025	Clean windows inside/outside - May 25 f/Fire Station	05/12/2025	360.00
3010	EGAN SUPPLY CO	401172	2-cs) pine cleaner, 5-cs) 12-16 gal trash can liner, 12-	05/22/2025	809.79
12221	GB Auto Service Inc	511710135	Labor - 1) tire repair f/mower	05/23/2025	22.00
12221	GB Auto Service Inc	511710135	Supplies - 1) tire	05/23/2025	187.99
12467	Justin Wollenburg	05162025	Labor - install timer, lighting controll f/Chautauqua Par	05/16/2025	355.36
12467	Justin Wollenburg	05162025	Supplies - timer, lighting controller f/Chautauqua Park	05/16/2025	321.41
4890	KEN'S PEST CONTROL COMPANY	147-025	Spray @ FD	05/12/2025	195.00
5100	LAMMEL PLUMBING INC	83192	hose asy f/Senior Center dishwasher line	05/15/2025	136.32
5100	LAMMEL PLUMBING INC	83215	Supplies f/ballfield	05/19/2025	29.39
5100	LAMMEL PLUMBING INC	83232	plumbing supplies f/Aud	05/20/2025	19.06
5100	LAMMEL PLUMBING INC	83237	plumbing supplies f/bathrooms	05/20/2025	160.39
5690	MEAD LUMBER AND RENTAL-BEATRI	12076786	door f/Riverside Park	05/20/2025	940.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12077521	Labor - chainsaw repair	05/20/2025	30.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12077521	supplies - spring f/chainsaw	05/20/2025	45.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12083560	metal blade f/sawzall	05/21/2025	31.67
5690	MEAD LUMBER AND RENTAL-BEATRI	60698200	shipping f/Scott St scoreboard - warranty	05/23/2025	95.26
7060	O'REILLY AUTO PARTS	0749-471608	40-pc) mini fuse f/mowers	05/08/2025	25.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1073	Rewound Power Motors Sls and Svc Inc	S19544	Lawn edger f/parks & buildings	05/28/2025	419.99
12144	Riverside Power Sports LLC	2574	3) blade f/Gravelly 60	05/23/2025	77.85
12144	Riverside Power Sports LLC	2574	1) oil filter f/Gravelly 60	05/23/2025	16.34
8260	SAPP BROTHERS	IN4746556	76.0 gal #2 Dyed Summer Diesel @ 2.674925	05/15/2025	203.30
8260	SAPP BROTHERS	IN4750893	141.0 gal #2 Dyed Summer Diesel @ 2.675047	05/22/2025	377.18
8260	SAPP BROTHERS	IN4753052	30.4 gal #2 Dyed Summer Diesel @ 2.674991	05/27/2025	81.32
8370	SCHUSTER'S OUTDOOR AND RV INC.	31403	4) washer, 2) clevis pin, 4) bushing, 2) lockin pin-cotte	05/15/2025	81.76
8370	SCHUSTER'S OUTDOOR AND RV INC.	31422	pto switch	05/19/2025	54.98
12521	SUNNY SMITH	MAY12 2025 - MAY23 202	Office cleaning f/Aud offices	05/23/2025	450.00
12521	SUNNY SMITH	MAY12 2025 - MAY23 202	Office cleaning f/BPW offices	05/23/2025	450.00
9760	Westlake Ace Hardware	10355917	keys f/Scott St	05/16/2025	7.18
9760	Westlake Ace Hardware	10355997	4) 4-pk papertowel	05/22/2025	50.36
9760	Westlake Ace Hardware	10356006	float, bulk fasteners f/Library cooling tower	05/22/2025	21.04
9760	Westlake Ace Hardware	10356072	keys	05/28/2025	5.98
10030	WRIGHTSMAN PLBG AND HEAT INC	106267	sloan kit f/Astro Park	05/14/2025	47.72
Total PUBLIC PROPERTIES:					15,976.92
<b>PP-WATER PARK</b>					
11323	AQUA-CHEM, INC.	00208338	slide wax, slide cleaner	05/21/2025	718.00
11323	AQUA-CHEM, INC.	00208338	FREIGHT	05/21/2025	103.68
980	BEATRICE IRON AND METAL CO	105191	10/32 tap f/drain	05/15/2025	3.13
980	BEATRICE IRON AND METAL CO	105229	plumbing supplies f/bathroom	05/16/2025	53.09
980	BEATRICE IRON AND METAL CO	105483	sealer	05/27/2025	4.84
12095	Bomgaars Supply Inc	462486	hose	05/13/2025	53.99
12095	Bomgaars Supply Inc	462847	credit - return hose	05/14/2025	53.99
12095	Bomgaars Supply Inc	465554	plumbing supplies f/bathroom	05/21/2025	12.99
1740	CASH-WA DISTRIBUTING	14626665	concessions	05/20/2025	4,797.23
1740	CASH-WA DISTRIBUTING	14633417	concessions	05/27/2025	444.91
3240	FASTENAL COMPANY	177398	bulk fasteners f/pool	05/13/2025	16.75
3240	FASTENAL COMPANY	177411	bulk fasteners f/pool grate	05/15/2025	6.06
3240	FASTENAL COMPANY	177429	bulk fasteners f/pool	05/15/2025	17.04
5100	LAMMEL PLUMBING INC	83214	plumbing supplies f/pool	05/19/2025	89.76
5100	LAMMEL PLUMBING INC	83235	plumbing supplies f/pool	05/20/2025	56.84
5100	LAMMEL PLUMBING INC	83244	plumbing supplies f/pool	05/20/2025	75.76
5100	LAMMEL PLUMBING INC	83277	plumbing supplies f/pool	05/22/2025	4.84
7280	PEPSI COLA OF LINCOLN	1100369141	CONCESSIONS	05/15/2025	2,130.58
1073	Rewound Power Motors Sls and Svc Inc	S19519	belt f/exhaust fan	05/21/2025	5.88
1073	Rewound Power Motors Sls and Svc Inc	S19536	Labor - R&R bearings and seal f/baby pool motor	05/23/2025	201.26
1073	Rewound Power Motors Sls and Svc Inc	S19536	Supplies - bearings and seal f/baby pool motor	05/23/2025	70.72
9760	Westlake Ace Hardware	10355860	bulk fasteners	05/13/2025	2.44
9760	Westlake Ace Hardware	10355862	pressure washer hose	05/13/2025	37.79
9760	Westlake Ace Hardware	10355903	drill bit, bulk fasteners f/grates	05/15/2025	22.63
9760	Westlake Ace Hardware	10355938	plumbing supplies f/bathroom	05/19/2025	62.22
9760	Westlake Ace Hardware	10355953	muriatic acid, gloves, brush	05/20/2025	24.45
9760	Westlake Ace Hardware	10356053	gate latch	05/27/2025	8.63
9920	WINDSTREAM	090051577-MAY25	Water Park phone service - May 2025	05/13/2025	111.29
10030	WRIGHTSMAN PLBG AND HEAT INC	106351	Supplies f/Pool main water line	05/27/2025	976.33
Total PP-WATER PARK:					10,059.14
<b>LIBRARY</b>					
730	Baker and Taylor	2039074561	4) Titles & Freight	05/12/2025	78.51
730	Baker and Taylor	2039078496	2) Titles & Freight	05/13/2025	28.06
780	BARNES AND NOBLE BOOKSTORES I	2092	23) Titles	05/18/2025	286.17
780	BARNES AND NOBLE BOOKSTORES I	2092	11) Titles	05/18/2025	206.37
11255	Reef Tectonics, Inc.	42398	Regular Aquarium Maintenance	05/17/2025	73.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11255	Reef Tectonics, Inc.	42398	Gin Penguin cart size C	05/17/2025	13.49
Total LIBRARY:					685.60
Total GENERAL FUND:					66,130.37

**STREET FUND**

**STREET FUND**

870	Beatrice Ready Mixed	B1 729286	1cy)47B1S383500HW@192.50	05/13/2025	192.50
870	Beatrice Ready Mixed	B1 729415	2cy)47BTYP13500PR1 - 201.50 (6/Grant)	05/14/2025	403.00
870	Beatrice Ready Mixed	B1 729415	2cy)Calcium@8.00	05/14/2025	16.00
12095	Bomgaars Supply Inc	464937	1)Drill Bit@29.99	05/19/2025	29.99
12095	Bomgaars Supply Inc	464937	2)Spraypaint@6.99	05/19/2025	13.98
5420	David L. Lottman Excavating, Inc	16005 (NO 1-FINAL)	Zoellner Ford Hwy 77-Drainage Ditch Improvements	05/08/2025	60,666.75
3240	FASTENAL COMPANY	177471	100)3/8-16 NYlock Z @.0909	05/19/2025	9.10
3630	GAGE COUNTY EQPT INC.	I810101	4)Rubber Disc @41.69	05/19/2025	166.76
12591	Interstate Power Systems, Inc	R023062777 01	Labor-Field, No Boom and Bucket Kick out	05/12/2025	618.75
12591	Interstate Power Systems, Inc	R023062777 01	1) Position Controller @360.82	05/12/2025	360.82
12591	Interstate Power Systems, Inc	R023062777 01	Service - ESC	05/12/2025	88.00
12591	Interstate Power Systems, Inc	R023062777 01	Serve- DTS	05/12/2025	43.00
12591	Interstate Power Systems, Inc	R023062777 01	Parts-Freight	05/12/2025	45.00
12591	Interstate Power Systems, Inc	R023063022 01	Labor-Field AC System	05/15/2025	450.00
12591	Interstate Power Systems, Inc	R023063022 01	Serve- DTS	05/15/2025	64.66
12591	Interstate Power Systems, Inc	R023063022 01	Service - shop supplies	05/15/2025	31.50
4670	JEO CONSULTING GROUP INC	161058	Amendment-Reconstruction Design Lincoln - 25th -27	05/15/2025	746.25
4670	JEO CONSULTING GROUP INC	161150	Task #2 - Post-Construction Stormwater Management	05/16/2025	615.00
4670	JEO CONSULTING GROUP INC	161150	Task #1 - Prepare 2024 Annual Report - MS4 Compli	05/16/2025	2,495.00
4770	JOHNNY'S WELDING INC.	277073	Labor-tailgate latch	05/15/2025	180.00
4770	JOHNNY'S WELDING INC.	277442	Labor-Install new cylinder	05/05/2025	580.00
12621	Jones, Grant	REIMB. LAWN REPAIR 33	Reimb. Sod and irrigation repair - 33rd and Lincoln	05/23/2025	1,670.27
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	1)Thrust Washer Outside @42.00	05/13/2025	42.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	1)Thrust Washer Inside @36.82	05/13/2025	36.82
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	1)Guard 14"@50.46	05/13/2025	50.46
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	1)Aux filter@10.50	05/13/2025	10.50
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	1)Air Filter @21.75	05/13/2025	21.75
5690	MEAD LUMBER AND RENTAL-BEATRI	12044180	Freight	05/13/2025	25.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12047160	4)2x4-16 SPF@9.35	05/13/2025	37.40
7060	O'REILLY AUTO PARTS	0749-473104	12)14ozbrakecln@3.49	05/15/2025	41.88
9260	TRACTOR SUPPLY	444284	2)FG Snap Link 1x6-1/4@10.99	05/19/2025	21.98
11418	VISA	20081-S-APR25	8) hi-viz sweatshirt	05/02/2025	331.40
11418	VISA	20081-S-APR25	5) hi-vis shirt, xl	05/02/2025	67.45
11418	VISA	20081-S-APR25	2) band saw blade	05/02/2025	35.98
11418	VISA	20081-S-APR25	20) utility work glove	05/02/2025	250.00
11418	VISA	20081-S-APR25	2) 40" x 15' gardening burlap	05/02/2025	31.98
11418	VISA	20081-S-APR25	Dewalt rotary laser level kit	05/02/2025	476.66
11418	VISA	20081-S-APR25	10) hi-viz shirt	05/02/2025	460.54
11418	VISA	20081-S-APR25	Netting f/Mosquito traps	05/02/2025	47.00
9760	Westlake Ace Hardware	10355894	3)Cleaner Lemon Liquid @10.79	05/15/2025	32.37
9760	Westlake Ace Hardware	10355894	2)Cleanr Bowl Lysol@3.59	05/15/2025	7.18
9760	Westlake Ace Hardware	10355945	2)Sprypnt 2xft black @7.19	05/20/2025	14.38
Total STREET FUND:					71,529.06
Total STREET FUND:					71,529.06

**KENO/LOTTERY FUND**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>KENO FUND</b>					
6520	NEBR DEPT OF REVENUE	KENO-MAR25	1ST QTR KENO LOTTERY TAX-2025	03/31/2025	6,325.00
Total KENO FUND:					6,325.00
Total KENO/LOTTERY FUND:					6,325.00
<b>AIRPORT FUND</b>					
<b>AIRPORT-GENERAL</b>					
7060	O'REILLY AUTO PARTS	0749-474723-FY25	oil filter f/lawn mower	05/22/2025	8.81
6170	STATE OF NEBRASKA	1478503	MONTHLY AWOS/VOR	05/01/2025	818.33
Total AIRPORT-GENERAL:					827.14
Total AIRPORT FUND:					827.14
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
<b>BASWA</b>					
840	BEATRICE AREA SOLID WASTE AGNC	BAD DEBT-MAY25	AR 2053 - write-off - send to CA	05/20/2025	62.51
980	BEATRICE IRON AND METAL CO	105073	2) cabin air filter f/dump truck	05/09/2025	90.18
3049	Beatrice Sand and Gravel	S1 204990	15.05 tn) 5/8 x 1/2 clean rock	05/27/2025	395.82
3049	Beatrice Sand and Gravel	S1 204990	41.98 tn) 1-1/2" screen rock	05/27/2025	1,062.09
1900	CHAMPLIN TIRE RECYCLING INC.	168216	2.94 tn) tire disposal	05/13/2025	558.60
12592	GENESIS CONTRACTING GROUP LLC	PMT 5	Site Entrance Facility	05/30/2025	207,028.80
12591	Interstate Power Systems, Inc	R023062958.01	Labor - R&R filters f/D6T	05/11/2025	450.00
12591	Interstate Power Systems, Inc	R023062958.01	Misc Charges	05/11/2025	96.16
12591	Interstate Power Systems, Inc	R023062960.01	Labor - adjust clutch f/Old Red Ford	05/11/2025	450.00
12591	Interstate Power Systems, Inc	R023062960.01	Misc Charges	05/11/2025	96.16
12591	Interstate Power Systems, Inc	R023063010.01	Labor - ac repair, rebuild bucket guards f/963	05/17/2025	5,625.00
12591	Interstate Power Systems, Inc	R023063010.01	Misc Charges	05/17/2025	787.00
12591	Interstate Power Systems, Inc	R023063042.01	Labor - diag loss of regen f/826	05/17/2025	1,125.00
12591	Interstate Power Systems, Inc	R023063042.01	Misc Charges	05/17/2025	240.41
12591	Interstate Power Systems, Inc	R023063087.01	Labor - diag loss of regen f/826	05/21/2025	450.00
12591	Interstate Power Systems, Inc	R023063087.01	Misc Charges	05/21/2025	96.16
5690	MEAD LUMBER AND RENTAL-BEATRI	12106885	2) door knob, 10) key	05/27/2025	73.28
6430	NMC, INC	CUI1485893	2) plate wear f/963	05/14/2025	377.68
6430	NMC, INC	CUI1485896	3) plate wear f/963	05/14/2025	389.88
6430	NMC, INC	CUI1486644	2) plate wear f/963	05/15/2025	276.70
6430	NMC, INC	CUI1489385	2) filter f/963	05/23/2025	87.98
7060	O'REILLY AUTO PARTS	0749-473140	2) battery f/road grader	05/15/2025	287.26
7060	O'REILLY AUTO PARTS	0749-473140	2) battery core f/road grader	05/15/2025	44.00
7060	O'REILLY AUTO PARTS	0749-473141	2) hydraulic filter f/963	05/15/2025	147.46
7060	O'REILLY AUTO PARTS	0749-474360	4) 2.5 gal DEF	05/20/2025	103.96
7060	O'REILLY AUTO PARTS	0749-474360	2) 16-oz sea foam	05/20/2025	23.98
7060	O'REILLY AUTO PARTS	0749-474360	1) 11-oz chain lubricant	05/20/2025	13.99
7640	PRIORITY PRINTING	124894	2,500) 3-part brush ticket	05/08/2025	467.40
7640	PRIORITY PRINTING	124900	11,000) 3-part scale ticket	05/15/2025	939.12
8260	SAPP BROTHERS	IN4752193	68.7 gal DEF @ 2.004446	05/23/2025	137.71
11450	TSYS Merchant Solutions	11573762-APR25	monthly credit card fees	04/30/2025	1,368.15
11418	VISA	20081-B-APR25	Registration f/Waste Expo Conf - Moore	05/02/2025	2,145.00
11418	VISA	20081-B-APR25	Loding f/Waste Expo Conf - Moore	05/02/2025	659.37
11418	VISA	20081-B-APR25	2) 55-60 gal trash bag	05/02/2025	76.18
9730	WALKER UNIFORM RENTAL	1407331	UNIFORM SERVICE	05/15/2025	41.06
9730	WALKER UNIFORM RENTAL	1408579	UNIFORM SERVICE	05/22/2025	41.06
9920	WINDSTREAM	090048686-MAY25	Landfill Telephone Service	05/13/2025	134.74

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total BASWA:					226,449.85
Total BEATRICE AREA SOLID WASTE AGNC:					226,449.85
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
11281	Black Hills Energy	4584289228-MAY25	GAS SERVICE - 201 Cedar - May 2025	05/14/2025	51.77
3320	FILLEY CUSTOM POWDER COATING	38972	Sandblasting f/Library fencing around 8) re-tuck point	05/07/2025	2,100.00
Total CAPITAL IMPROVEMENTS-GENERAL:					2,151.77
<b>CAPITAL IMPROVEMENTS-PSDS</b>					
160	ADAMS RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	5,516.42
170	ADAMS VILLAGE OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,037.40
790	BARNESTON RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	4,692.43
1040	BEATRICE RURAL FIRE DEPT.	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	11,111.79
1280	BLUE SPRINGS FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,699.04
1250	BLUE SPRINGS, CITY	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	815.56
2140	CLATONIA FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	1,457.35
2190	CLATONIA VILLAGE OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,310.87
2420	CORTLAND LANCASTER RURAL FIRE	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,944.96
2470	CORTLAND VILLAGE OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	1,843.33
3330	FILLEY RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	4,155.16
6890	ODELL RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	6,259.34
6900	ODELL, VILLAGE OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	828.67
7360	PICKRELL RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	4,497.74
7370	PICKRELL VILLAGE OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	681.98
10070	WYMORE CITY OF	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,957.14
10080	WYMORE RURAL FIRE DISTRICT	2024-25 MFO-2ND HALF	2nd Half Paid MFO Distribution	05/22/2025	3,477.79
Total CAPITAL IMPROVEMENTS-PSDS:					63,286.97
Total CAPITAL IMP FUND:					65,438.74
<b>COMMUNITY REDEVELOP AUTHORITY</b>					
1014	ADAMS STATE BANK	TIF-FAKLER-MAY25	TIF FINANCING-FAKLER	05/23/2025	1,848.81
11965	BCC Holding LLC	HANNIBAL-TIF-MAY25	TIF Financing - Hannibal View	05/23/2025	31,978.71
10460	EXMARK MANUFACTURING CO, INC	EXMARK-TIF-MAY25	TIF Financing- Exmark	05/23/2025	83,516.26
3400	FIRST NATIONAL BANK OF OMAHA	ZEPHYR-TIF-MAY25	TIF-ZEPHYR TOWERS	05/23/2025	7,129.78
12112	Frontier Bank	NGRE FORD-TIF-MAY25	TIF - RGH Properties Ford	05/23/2025	14,641.15
11565	Hybrid Turkeys LLC	TIF-HYBRID-MAY25	TIF - Hybrid Turkeys	05/06/2025	61,508.66
12307	Mullins, Laura	MULLINS-TIF-MAY25	TIF-Mullins	05/23/2025	4,788.95
12308	Parr, Bradley	PARR MACHINE-TIF-MAY	TIF-Parr Machine	05/23/2025	2,369.99
7380	PINNACLE BANK	BX HOSPITALITY-TIF-MAY	TIF Financing-Beatrice Hospitality	05/23/2025	30,521.09
7380	PINNACLE BANK	NORTHGATE-TIF-MAY25	TIF Financing-Northgate Campus One	05/23/2025	7,577.62
11669	Porter Houses, LLC	PORTER-TIF-MAY25	TIF Financing - Porter Housing Project	05/23/2025	13,173.93
8420	SECURITY FIRST BANK	FAKLERG-TIF-MAY25	TIF Financing-Fakler-Graham Street	05/23/2025	5,665.86
8420	SECURITY FIRST BANK	GOOSSEN-TIF-MAY25	TIF Financing-Covered Bridge (Goossen)	05/23/2025	50,943.20
8420	SECURITY FIRST BANK	HOMESTEAD JUNC-TIF-	TIF Financing - Homestead Junction	05/23/2025	91,330.90
Total :					406,994.91
Total COMMUNITY REDEVELOP AUTHORITY:					406,994.91

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>SANITATION FUND</b>					
11281	Black Hills Energy	3806703634-MAY25	GAS SERVICE - MARS - May 2025	05/14/2025	102.39
12099	George Ulrick III Forklift Service	2942	Labor - R&R 2) tire	05/17/2025	125.00
12099	George Ulrick III Forklift Service	2942	Supplies - 2) tire	05/17/2025	350.00
12322	Izer, Gary	REIMB MAY 25	Reimb fuel	05/27/2025	60.00
4770	JOHNNY'S WELDING INC.	277355	1) hose fitting	04/10/2025	10.77
4770	JOHNNY'S WELDING INC.	277355	Labor to repair hose	04/10/2025	6.00
4770	JOHNNY'S WELDING INC.	277381	22) 3/8" hose	04/16/2025	12.54
4770	JOHNNY'S WELDING INC.	277381	2) hose fitting	04/16/2025	25.34
4770	JOHNNY'S WELDING INC.	277381	Labor to make hose	04/16/2025	8.00
4770	JOHNNY'S WELDING INC.	294318	18.0833333') 3 x 2 x 11 gauge	04/09/2025	70.89
12300	Klecans Diverse Service LLC	601	Labor - R&R nox sensor, particulate matter	05/12/2025	400.00
12300	Klecans Diverse Service LLC	601	Labor - R&R DEF tank lines	05/12/2025	312.50
7060	O'REILLY AUTO PARTS	0749-469533	4) oil absorbent	04/29/2025	67.72
7060	O'REILLY AUTO PARTS	0749-472598	2) battery	05/13/2025	287.26
7060	O'REILLY AUTO PARTS	0749-472598	2) battery core	05/13/2025	44.00
7060	O'REILLY AUTO PARTS	0749-472598	12) PB blaster	05/13/2025	101.88
7060	O'REILLY AUTO PARTS	0749-472601	Credit - return 12) PB blaster	05/13/2025	101.88
7060	O'REILLY AUTO PARTS	0749-472601	12) PB blaster penetrating oil	05/13/2025	95.88
7060	O'REILLY AUTO PARTS	0749-473640	6-pk) 3v battery f/gate	05/17/2025	17.99
7060	O'REILLY AUTO PARTS	0749-475936	2) battery	05/28/2025	287.26
7060	O'REILLY AUTO PARTS	0749-475936	2) battery core	05/28/2025	44.00
7060	O'REILLY AUTO PARTS	0749-475936	8) diesel antigel	05/28/2025	191.92
7060	O'REILLY AUTO PARTS	0749-475936	12) antifreeze	05/28/2025	139.08
7060	O'REILLY AUTO PARTS	0749-475936	2) wiper blade	05/28/2025	9.00
7060	O'REILLY AUTO PARTS	0749-475936	2) wiper blade	05/28/2025	9.00
7060	O'REILLY AUTO PARTS	0749-475936	12) brake clean	05/28/2025	41.88
11311	Paymentech	5707000-APR25	Monthly CC Fees - Sanitation	04/30/2025	540.79
8260	SAPP BROTHERS	IN4742509	15.84 gal Propane @ 2.9307	05/12/2025	46.42
8260	SAPP BROTHERS	IN4746694	1,316.0 gal #2 Clear Summer Diesel @ 2.973994	05/15/2025	3,913.78
8260	SAPP BROTHERS	IN4748554	569.5 gal #2 Clear Summer Diesel @ 2.973983	05/19/2025	1,693.69
11678	Truck Center Companies	XA108176030.03	seat cushion cover	05/14/2025	188.71
11678	Truck Center Companies	XA108176880.01	5) trans fluid	05/19/2025	188.15
11678	Truck Center Companies	XA108176880.01	transmission filter	05/19/2025	78.82
11678	Truck Center Companies	XA108176881.01	10) trans fluid	05/19/2025	376.30
11678	Truck Center Companies	XA108176881.01	transmission filter	05/19/2025	78.82
9610	VERIZON WIRELESS	6113246446	3) MARS tablet	05/10/2025	156.09
11418	VISA	20081-M-APR25	7) utility work glove	05/02/2025	78.75
11418	VISA	20081-M-APR25	2) hi-viz sweatshirt	05/02/2025	69.98
11418	VISA	20081-M-APR25	2) hi-viz rain jacket	05/02/2025	70.75
11418	VISA	20081-M-APR25	20) hi-vis shirt	05/02/2025	172.37
11418	VISA	20081-M-APR25	3) garage door remote	05/02/2025	71.97
11418	VISA	20081-M-APR25	2) hi-viz rain pant	05/02/2025	46.82
11312	Xpress Bill Pay	INV-XPR023208	Monthly CC Fees - Sanitation	04/30/2025	270.02
Total :					10,760.65
Total SANITATION FUND:					10,760.65
<b>COMBINED CASH FUND</b>					
3210	FARMERS COOPERATIVE	AR 7225 - MARS REFUND	AR 7225 - MARS credit bal refund	05/20/2025	2,388.64
Total :					2,388.64

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total COMBINED CASH FUND:					2,388.64
Grand Totals:					856,844.36

Dated: \_\_\_\_\_

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

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

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

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER: Beatrice Area Solid Waste Agency 400 Ella Street Beatrice, NE 68310	PROJECT: BASWA South MSW Landfill Site Entrance Facility	APPLICATION NO: 5	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input checked="" type="checkbox"/> ARCHITECT/ENGINEER <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Genesis Contracting Group 404 Hill Street Lincoln NE. 68502	VIA ENGINEER: Burns & McDonnell 6909 South Lyncrest Place - Suite 120 Sioux Falls, SD 57108	PERIOD TO: 5/31/2025 APPLICATION DATE: 5/28/2025	
CONTRACT FOR: New Construction		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.

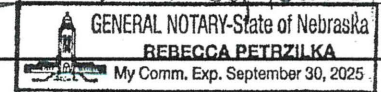
1. ORIGINAL CONTRACT SUM	\$	4,052,000.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	4,052,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	660,818.40
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	66,081.84
b. 10 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	66,081.84
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	594,736.56
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	387,707.76
8. CURRENT PAYMENT DUE	\$	207,028.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	3,457,263.44

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: Cary Zep Date: 5/29/2025  
 State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 29 day of May, 2025.  
 Notary Public: Rebecca Petrzilka  
 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 ..... \$ 207,028.80

*(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: Rebecca Petrzilka Date: 5/30/2025

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.

(17)

DESCRIPTION OF WORK	Current SCHEDULED VALUE	WORK COMPLETED			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	THIS APPLICATION								
			Work In Place	STORED MATERIAL							
General Conditions	205,000.00	35,500.00	15,000.00	0.00	15,000.00	50,500.00	1,500.00	13,500.00	24.63%	154,500.00	5,050.00
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	234,000.00	105,000.00	0.00	105,000.00	339,000.00	10,500.00	94,500.00	65.19%	181,000.00	33,900.00
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	29,500.00	0.00	29,500.00	29,500.00	2,950.00	26,550.00	49.17%	30,500.00	2,950.00
Foundation	175,000.00	0.00	40,000.00	0.00	40,000.00	40,000.00	4,000.00	36,000.00	22.86%	135,000.00	4,000.00
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	1,132.00	0.00	1,132.00	1,132.00	113.20	1,018.80	14.15%	6,868.00	113.20
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	21,120.00	0.00	39,400.00	39,400.00	60,520.00	3,940.00	35,460.00	22.84%	204,480.00	6,052.00
											0.00
<b>GRANDTOTAL:</b>	<b>4,052,000.00</b>	<b>430,786.40</b>	<b>190,632.00</b>	<b>39,400.00</b>	<b>230,032.00</b>	<b>660,818.40</b>	<b>23,003.20</b>	<b>207,028.80</b>	<b>16.31%</b>	<b>3,391,181.60</b>	<b>66,081.84</b>

(18)

# APPLICATION AND CERTIFICATE FOR PAYMENT

Submitted To: GENESIS CONSTRUCTION  
office@genesiscontractinggroup.com

Project: BASWA Entrance facility

Application No: 2

Application Date: 5/20/2025

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

Architect: BASWA 25-002/176

Period To: 5/20/2025

Project No:

Contract For: Electrical

Contract Date:

RECEIVED  
MAY 21 2025  
BASWA  
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 Scheele Date: 5-20-2025

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..	\$	60,520.00
	(Col G on G703)		
5	RETAINAGE:		
a.	10% of Completed Work	\$	6,052.00
	(Column D+E on G703)		
b.	10% of Stored Material	\$	-
	(Column F on G703)		
	Total Retainage (Line 5a + 5b or	\$	6,052.00
	Total in Column I of G703.....		
6	TOTAL EARNED LESS RETAINAGE.....	\$	54,468.00
	(Line 4 less Line 5 Total)		
7	LESS PREVIOUS CERTIFICATES FOR		
	PAYMENT (Line 6 prior Certificate)	\$	19,008.00
8	CURRENT PAYMENT DUE	\$	35,460.00
9	BALANCE TO FINISH, PLUS RETAINAGE.....	\$	193,496.00
	(Line 3 less Line 6)		

State of: Nebraska County of: Jefferson  
 Subscribed and sworn to before me this 5-20-2025  
 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

(19)





**NOTES:**

INSURED'S NAME Plymouth Electric & Automotive, Inc.

PAGE

Date 5/20/2025

Re: Project #172420, Beatrice Area Solid Waste Agency South Municipal Solid Waste Landfill. Stored materials for Fixtures \$51,430.00, 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.



















Sent from my iPhone

**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 \$39,400.00 For Pay Application 2 BASW for stored material 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 May 20<sup>th</sup>, 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: Dana Upch

TITLE: Accounts Rec. Mgr.

TYPE OF WORK: electrical

*Please return to [office@genesiscontractinggroup.com](mailto:office@genesiscontractinggroup.com)*



#### AGENDA ITEM

**Subject:** Award of Bid for the West Court Street Water Main Crossing project to Judds Brothers, as recommended by the Board of Public Works

**For Agenda of:** June 2, 2025

**Exhibit(s):** Letter and Bid Tabulation

**Date Submitted:** May 28, 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 May 14, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Street Department Report of Claims in the amount of \$71,529.06 to the Mayor and City Council.
- f. Approval of Electric Department, Water Department, and WPC Department Report of Claims in the amount of \$1,065,160.49.
- g. Approval of write off of bad debts.
- h. Approval of Final Pay Request in the amount of \$60,666.75 to D.L. Lottman Excavating for the Zoellner Ford Hwy 77 Drainage Ditch Improvements.
- i. Recommend award of bid in for the West Court Street Water Main Crossing project to Judds Brothers Construction in the amount of \$415,000.00, to the Mayor and City Council.

Chairman Moran inquired if the \$60,666.75 was the City's portion of the project. James Burroughs, City Engineer, clarified that amount is the total project cost. The City received a grant for \$25,000, and the remaining balance will be split between the City, Zoellner, and the Nebraska Department of Transportation (NDOT), for a total of approximately \$12,000 each.

Chairman Moran also inquired how a residential customer builds up an outstanding bill of \$1,000 before having utilities disconnected for non-payment. Tobias J. Tempelmeyer, City Administrator/General Manager, explained many times customers will have two (2) months of usage prior to being disconnected for non-payment.

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

Roll Call: Yea: Baehr, Leech, Hartley, Moran, Zarybnicky

Nay: None

MOTION CARRIED.



May 23, 2025

Rob Mierau  
Water Superintendent  
City of Beatrice / Beatrice Board of Public Works  
500 N Commerce Street  
Beatrice, NE 68310

RE: Beatrice, Nebraska, West Court Street, Water Main Crossing, 023-03816 –  
Recommendation of Award

Dear Mr. Mierau,

The city received 5 bids for the above referenced project. Regarding the Base Bid (River Crossing) the base bids results are summarized as follows: four bids were below the Engineers Opinion of Costs (OPC) and one bid was above the OPC. For Alternate A (wellfield isolation valve) all of the bids received were below the OPC. All Alternate B (pressure regulating valve and vault), all of the bid received were above the OPC.

We are familiar with the low bidder, Judds Brothers Construction and have checked reference of their sub contractor for the horizontal directional drilling portion of the project. Based upon review of the bids and references, we recommend the award of the contract for the Base Bid to the low bidder, Judds Brothers Construction. We recommend the City not award Alternate A or Alternate B at this time but consider those alternates for future projects.

Please contact me at 402-570-6843 or at [jday@olsson.com](mailto:jday@olsson.com) if you have questions regarding this recommendation.

Sincerely,

A handwritten signature in black ink that reads "Ben Day". The signature is written in a cursive, slightly slanted style.

Ben Day, PE





**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

May 27, 2025

City of Beatrice  
Mr. Bob Morgan  
400 Ella Street  
Beatrice, NE 68310

RE: Recommendations for Award of Contract  
Chautauqua Park Playground Equipment

Dear Mayor and Councilmembers:

Bids were received on May 22, 2025, at 10:00 AM for the above referenced project. This letter is prepared to summarize the bid received and provide recommendations for awarding the bid for this project. A bid tabulation has been prepared and is attached for your reference.

One (1) bid was submitted for this project and my recommendation is to award the Chautauqua Park Playground project to Play-Pro Recreation, LLC, out of Des Moines, Iowa, in the amount \$200,586.00.

Sincerely,

Mark Pethoud  
Public Properties Director

Encl: Bid tab





**CITY HALL**

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

**BEATRICE FIRE & RESCUE**

300 S. 6<sup>th</sup> Street | Beatrice, NE 68310  
Phone: 402.228.5246 Fax: 402.228.8873

May 28, 2025

Mayor and City Council Members,

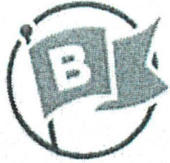
On May 22, 2025 bids were opened in City Hall regarding the replacement of fire hoses and fire nozzles with the Assistance to Firefighters Grant.

After reviewing the only bid we received, I would recommend that the grant be awarded to MacQueen. Their bid came in at \$105,881.00. It also exceeded the request by including training in for the new style of fire nozzles and fire hose.

Sincerely,

Brian D. Daake  
Fire Chief





**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

**BEATRICE POLICE DEPARTMENT**

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

May 29<sup>th</sup>, 2025

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

Dear Mayor and City Council:

In reference to the Manager Application on the Class B Liquor license filed with the Nebraska Liquor Control Commission by Farmer's Cooperative of 1615 North 6th Street in Beatrice, NE, I have reviewed the application and completed the background investigation on the manager applicant, Adam L. Lovgren. Please be advised that the background investigation revealed nothing which would prevent the issuance of the Manager's License for Lovgren in regard to the Class B Liquor License Manager Application.

Sincerely,

Sgt. Erin Byrne #322  
Beatrice Police Department



# Nebraska Liquor Control

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

## Application Copy

File Number: 104284

AMENDMENT TYPE Manager Change Amendment	APPLICATION DATE RECEIVED 2025-05-23
CURRENT MANAGER NAME JULIE A ERDKAMP	CURRENT MANAGER EMAIL JERDKAMP@FARMERSCO-OPERATIVE.COM
NEW MANAGER NAME Adam Lovgren	NEW MANAGER EMAIL alovgren@FARMERSCO-OPERATIVE.COM

### QUESTIONS

#### Class B Beer Off Sale Only

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

What is the premises manager's name?

Adam Lovgren

2. What is the manager's address?

2507 N. 74th Lincoln NE 68507

3. What is the manager's phone number?

402-440-5148

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

alovgren@farmersco-operative.com

5. What county is the manager registered to vote in?

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

Lancaster

6. Is the manager married?

Yes

Kaylan Lovgren

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

Yes

Yes, bartending experience 10+ years.

8. Do you qualify under Nebraska Liquor Control Act (53-131.01) and do you intend to supervise, in person, the management of the business?

No

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

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

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Privacy Act Statement	a.lovgren.fingerprints.pdf	Fingerprint
Affidavit of non-participation	Alovgren..pdf	Affidavit
Additional Document	ALovgren BC.pdf	Birth certificate

APPLICANT

Julie Erdkamp

DECLARATION

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


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


# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lcc.nebraska.gov

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

  
\_\_\_\_\_  
Signature of **NON-PARTICIPATING SPOUSE**  
\_\_\_\_\_  
Kaylan Lovgren  
\_\_\_\_\_  
Print Name


  
\_\_\_\_\_  
Signature of **APPLICANT**  
\_\_\_\_\_  
Adam Lovgren  
\_\_\_\_\_  
Print Name

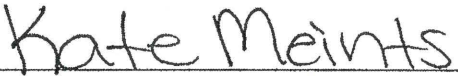
State of Nebraska, County of Gage

State of Nebraska, County of Gage

The foregoing instrument was acknowledged before me  
this 5/19/2025 (date)

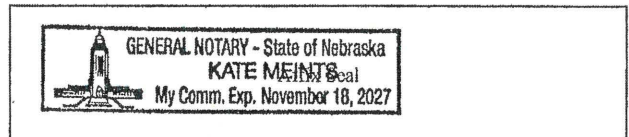
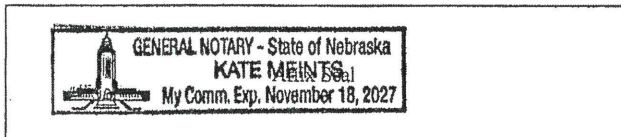
The foregoing instrument was acknowledged before me  
this 5/19/2025 (date)

by   
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

by   
\_\_\_\_\_  
Name of person acknowledged  
(Individual signing document)

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

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



# SPOUSAL AFFIDAVIT OF NON-PARTICIPATION INSERT

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
Website: www.lco.nebraska.gov

I acknowledge that I am the non-participating spouse of a liquor license holder. My signature below confirms that I will not have any interest, directly or indirectly in the operation of the business (§53-125(13)) of the Liquor Control Act. I will not tend bar, make sales, serve patrons, stock shelves, write checks, sign invoices, represent myself as the owner or **in any way participate in the day to day operations of this business in any capacity.** The penalty guideline for violation of this affidavit is cancellation of the liquor license.

I acknowledge that I am the applicant of the non-participating spouse. I understand that my spouse and I are responsible for compliance with the conditions set out above. If, it is determined that my spouse has violated (§53-125(13)) the commission may cancel or revoke the liquor license.

Kaylan Lovgren  
Signature of **NON-PARTICIPATING SPOUSE**

Kaylan Lovgren  
Print Name

Adam Lovgren  
Signature of **APPLICANT**

Adam Lovgren  
Print Name

State of Nebraska, County of Gage

State of Nebraska, County of Gage

The foregoing instrument was acknowledged before me  
this 5/19/2025 (date)

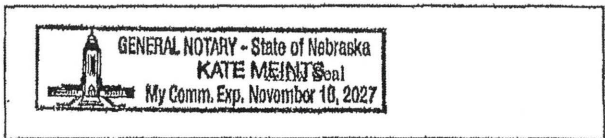
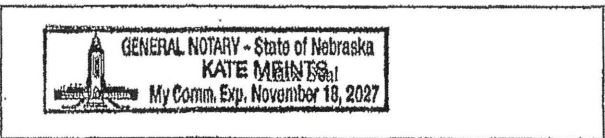
The foregoing instrument was acknowledged before me  
this 5/19/2025 (date)

by KAYLAN LOVGREN  
Name of person acknowledged  
(Individual signing document)

by ADAM LOVGREN  
Name of person acknowledged  
(Individual signing document)

Kate Meints  
Notary Public Signature

Kate Meints  
Notary Public Signature



# SDL - LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

153851 License #      Good Liv'in, LLC DBS Sip-N-Spa Licensee Name/Non-Profit Organization

Event location name: Sip-N-Spa

Event address/location: 205 N. 19<sup>th</sup> St. Beatrice, NE 68310

Event Type: Cornhole Tournament

Event date(s): 6/11/25

Event start time(s): 5 pm

Event end time(s): 11 pm

Indoor area to be licensed in length & width: 25' x 45'

Outdoor area to be licensed in length & width: 60' x 50' (Must submit a diagram)

Estimated number of attendees: 100

Alternate dates/times: \_\_\_\_\_

Alternate location name/location: \_\_\_\_\_

Type of alcohol to be served: Beer  Wine  Distilled Spirits

Event contact name: Mr. Homestead Event contact phone number: 402 239-0705

Event contact Email: 50 Linda BT@gmail.com

\*Signature Authorized Representative: Jude D'Andrea Thompson

Local Governing Body completes below:

The local governing body for the City of Beatrice OR  
County of \_\_\_\_\_ approves the issuance of a Special Designated License as  
requested above.

\_\_\_\_\_  
Local Governing Body Authorized Signature

\_\_\_\_\_  
Date

# SDL – OUTDOOR AREA DIAGRAM

NEBRASKA LIQUOR CONTROL COMMISSION  
301 CENTENNIAL MALL SOUTH  
PO BOX 95046  
LINCOLN, NE 68509-5046  
PHONE: (402) 471-2571  
FAX: (402) 471-2814  
EMAIL: [lcc.sdl.licensing@nebraska.gov](mailto:lcc.sdl.licensing@nebraska.gov)  
WEBSITE: [www.lcc.nebraska.gov](http://www.lcc.nebraska.gov)

- IF APPLICABLE, OUTDOOR AREA MUST BE CONNECTED TO INDOOR AREA IF INDOOR AREA IS LICENSED
- MEASUREMENT OF OUTER WALLS OF AREA TO BE LICENSED MUST INCLUDED LENGTH & WIDTH IN FEET

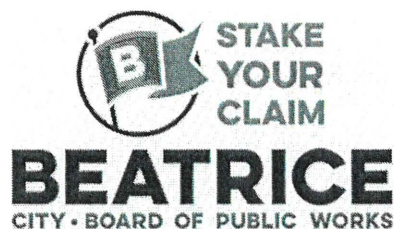
HOW AREA WILL BE PATROLLED: Staff + Security

---

## DIAGRAM OF PROPOSED AREA:







**AGENDA ITEM**

**Subject:** Agreement with the Permitting and Engineering Division within NDEE, as recommended by the Board of Public Works

**For Agenda of:** June 2, 2025

**Exhibit(s):** Resolution and Agreement

**Date Submitted:** May 28, 2025

**Resolution executing the Agreement between the City and the Permitting and Engineering Division within the Nebraska Department of Environment and Energy pursuant to Title 179 NAC 7**

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board the City has had an agreement with the Nebraska Department of Environment and Energy (NDEE) for a number of years that allows James Burroughs, City Engineer, to design our watermain projects instead of having NDEE review each project to speed up the process. Burroughs noted NDEE still conducts inspections on the City's water system. Tempelmeyer noted in the past the Agreement has been extended with an amendment, however, NDEE has required a formal Agreement signed instead of continuing to make amendments to the original agreement.

Moved by Leech, seconded by Zarybnicky, that the Mayor and City Council execute the Agreement between the City and the Permitting and Engineering Division within the Nebraska Department of Environment and Energy pursuant to Title 179 NAC 7.

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

MOTION CARRIED.

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

A resolution authorizing the Mayor and City Clerk to execute an Agreement between the City of Beatrice, Nebraska and the Permitting and Engineering Division within the Nebraska Department of Environment and Energy pursuant to Title 179 NAC 7.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Beatrice, Nebraska and the Permitting and Engineering Division within the Nebraska Department of Environment and Energy pursuant to Title 179 NAC 7. 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 2<sup>nd</sup> day of June, 2025.

Attest:

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

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

Exhibit "A"

**AGREEMENT**  
between the  
**PERMITTING AND ENGINEERING DIVISION**  
**WITHIN THE DEPARTMENT OF ENVIRONMENT AND ENERGY**  
and the  
**The City of Beatrice**

This Agreement is made and entered into by the Permitting and Engineering Division within the Department of Environment and Energy, (hereinafter Department) and the City of Beatrice, a Public Water System (as defined in Title 179, *Public Water Systems*), (hereinafter System). The contact person for the Department is Cyril Martinmaas, phone number 402.471.0522, and the contact person for the System is \_\_\_\_\_.

**I. THE DEPARTMENT.**

- A. The Department will not require the System to submit plans and specifications as required by Title 179 NAC 7-003 for the construction of new distribution mains and replacement of existing distribution water mains (those not already exempted by Title 179 NAC 7-004.02 item 3) pursuant to this agreement.
- B. The Department will enter into an initial three-year agreement as provided for in Title 179 NAC 7 with a System that pays the annual fee indicated in Title 179 NAC 7-005.02 and meets all of the requirements of this agreement. At the end of the initial three-year period, beginning from the Department's date of signing of this agreement to three years from that date, the agreement may be renewed.

**II. THE SYSTEM.**

- A. The System agrees to pay the Department the annual fee indicated in Title 179 NAC 7-005.02 which is described as follows:

Systems with a population greater than or equal to 100,000	\$1800/year
Systems with a population greater than or equal to 10,000 but less than 100,000	\$ 900/year
Systems with a population greater than or equal to 3300 but less than 10,000	\$ 600/year
Systems with a population less than 3300	\$ 300/year
- B. The annual fee amount shall be paid to the Department within thirty (30) days after the Department's signing of this agreement. Subsequent annual fees must be paid each year within thirty (30) days after the anniversary date (Department's signing date) of this agreement.
- C. The System shall submit two sets of standard specifications and standard drawings sealed, signed and dated by an engineer registered in the State of Nebraska (hereafter engineer) for approval by the Department. Changes of sanitary significance, as determined by the Department, to the approved standard specifications and standard drawings must be submitted to the Department for review and written approval prior to implementation.
- D. The System shall ensure that the sizing of the mains and appurtenances do not cause any part of the water distribution system pressure to go below 20 psi under normal operating conditions.
- E. The System shall ensure that all distribution main projects are designed by an engineer and are in substantial conformance to the "Recommended Standards for Water Works," 2007 Edition. Substantial conformance is defined as siting, design, and construction of drinking water facilities that will not adversely impact public health and/or the ability of a public water system to deliver safe drinking water on a continuous basis.
- F. Distribution main projects with estimated or actual costs that do not exceed \$86,000 do not need to be designed by an engineer, but the System will ensure the project follows the standard specifications and standard drawings approved by the Department.
- G. The System shall provide the Department with an annual list of all water distribution main projects that were placed in service during the previous calendar year by March 31 of each year. Those projects that deviated from the contamination separation standards in Title 179 NAC 7-007 must be noted.
- H. The System shall allow the Department to conduct, at a minimum, an annual audit of the Three-Year Review Program. As part of the audit, the System agrees to:
  - 1. Provide a set of plans and specifications for a recently constructed water distribution main project to allow Department staff to conduct a field inspection of the project,
  - 2. Keep the following project records for the Department staff to review:
    - a) A set of plans and specifications for each project, until replaced by record drawings which

- b) must be kept as long as the project is in service,
- b) A project description indicating the purpose of the project, the proposed piping material design, operating pressure and design flows where applicable,
- c) Copies of certification of project completion for each water distribution main project (by the engineer or System for those construction documents not prepared by an engineer),
- d) Copies of satisfactory bacteriological testing results and pressure/leakage tests, and
- e) Documentation and justification for any deviation from the contamination separation standards for water mains and fire hydrants listed in Title 179 NAC 7-007.

- III. AMENDMENTS.** This Agreement may not be modified except by amendment made in writing and signed by the undersigned parties or their duly authorized representatives.
- IV. ENTIRE AGREEMENT.** This written Agreement represents the entire agreement between the parties, and any prior or contemporaneous representations, promises or statements by the parties that are not incorporated herein shall not serve to vary or contradict the terms of this Agreement.
- V. TERMINATION.** This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party provided that no termination may be effected unless the other party is given:
- A. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
  - B. An opportunity for consultation with the terminating party prior to termination.
- VI. RELEASE AND INDEMNITY.** The System shall assume all risk of loss and hold the State of Nebraska, its employees, agents, assignees and legal representatives harmless from all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments and all expenses incident thereto, for injuries to persons and for loss of, damage to, or destruction of property arising out of or in connection with this Agreement, and proximately caused by the negligent or intentional acts or omissions of the System, its officers, employees or agents, for any losses caused by failure by the System to comply with terms and conditions of the Agreement; and, for any losses caused by other parties which have entered into agreements with the System.
- VII. SUBMITTALS.**
- A. Standard Specifications and Standard Drawings. See Item II.C.
  - B. Annual List of Distribution Main Projects. See Item II.G.
  - C. Changes of Sanitary Significance to Approved Standard Specifications and Standard Drawings. See Item II.C.
  - D. Annual Project Fee. See Item II.B

Send to: Cyril Martinmaas  
 Permitting & Engineering Division  
 P.O. Box 98922  
 Lincoln, NE 68509-8922

IN WITNESS WHEREOF, the parties have subscribed their signatures.

**FOR THE SYSTEM**

**FOR THE DEPARTMENT**

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Kevin Stoner, Deputy Director  
 Department of Environment and Energy  
 P.O. Box 98922  
 Lincoln, NE 68509-8922

\_\_\_\_\_  
 Type or Print Name

\_\_\_\_\_  
 Date

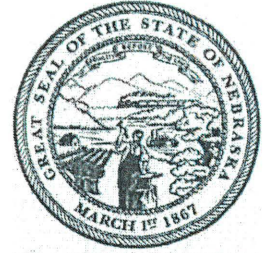
\_\_\_\_\_  
 Title  
 NE3106705  
 City of Beatrice  
 PO Box 279  
 Beatrice, NE68310-0279

\_\_\_\_\_  
 Date

# NEBRASKA

Good Life. Great Resources.

DEPT. OF ENVIRONMENT AND ENERGY



Jim Pillen, Governor

May 21, 2025

FACILITY ID: 999045

Tobias Tempelmeyer, General Manager  
City of Beatrice  
PO Box 279  
Beatrice, NE 68310-0279

Re: PWS – Beatrice, NE – Three Year Agreement

Dear Mr. Tempelmeyer:

On May 13, 2025, the Department's amended Three Year Agreement with the City of Beatrice (System No. NE3106705) will expire. If the Agreement is allowed to expire, the City of Beatrice will then be subject to all the requirements of Title 179 NAC 7. The City of Beatrice would then be required to submit plans and specifications for review and approval for the construction of future new distribution mains and replacement of existing distribution water mains (except for those exempted by Title 179 NAC 7-004.02 item 3) previously covered under the original Agreement.

If the City of Beatrice wishes to continue the Agreement with the Department, the new attached Agreement must be signed indicating its willingness to extend an additional three years and submitted to the Department along with the required annual fee no later than June 21, 2025.

Upon signing, the City of Beatrice must continue to pay the Department the annual fee indicated in Title 179 NAC 7-005.02 and will be required to indicate the Department approved standard plans and specifications on file are still up-to-date. Upon signing of the Agreement, the City of Beatrice may continue to construct new distribution mains and replacement of existing distribution water mains to these approved standards. Any changes of sanitary significance to the approved standard specifications and standard drawings must be submitted to the Department for review and written approval prior to implementation.

If you have any questions, please feel free to contact me at 402/471-0931 or [kyle.tillinghast@nebraska.gov](mailto:kyle.tillinghast@nebraska.gov). You may also contact Cyril Martinmaas, Engineering Section Supervisor, at 402/471-0522 or [cyril.martinmaas@nebraska.gov](mailto:cyril.martinmaas@nebraska.gov).

Sincerely,

Kyle Tillinghast, Engineer  
Permitting & Engineering Division  
Nebraska Department of Environment & Energy

KDT:CNW

Enclosures

xc: James Burroughs, PE, City of Beatrice (ec)  
Wayne Rickers, City of Beatrice (ec)  
Greg Brekel, NDEE (ec)

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

A resolution authorizing the Mayor and City Clerk to execute Add-On to Gateway Services Master Agreements between the City of Beatrice, Board of Public Works, and Xpress Bill Pay for the provision of a Forms Builder feature.

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 Add-On to Gateway Services Master Agreement between the City of Beatrice, Nebraska and Xpress Bill Pay for the provision of a Forms Builder feature. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

**SECTION 2.** That the Mayor and City Clerk are hereby authorized to execute the Add-On to Gateway Services Master Agreement between the Board of Public Works and Xpress Bill Pay for the provision of a Forms Builder feature. A copy of said Agreement, marked as Exhibit "B", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

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

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

Exhibit 'A'

Order Form: Q-40112-1  
Date: 4/29/2025, 4:10 PM  
Expires On: 6/13/2025



Phone: (800) 768-7295  
Email: info@xpressbillpay.com

**Ship To:**  
Hannah Bell  
City of Beatrice  
400 Ella Street  
Beatrice, Nebraska 68310  
hbell@beatrice.ne.gov

**Bill To:**  
City of Beatrice  
400 Ella Street  
Beatrice, Nebraska 68310

### **Add-On to Gateway Services Master Agreement**

This Add-On ("Add-On") becomes effective upon contract execution and is incorporated into and made a part of the Customer's existing Gateway Services Master Agreement (the "Master Agreement"). Except as expressly modified herein, all terms and conditions of the Master Agreement remain unchanged and in full force and effect.

This Add-On expands the scope of the services to include the additional services, along with the associated fees, as outlined in Exhibit A, which is attached and incorporated by reference.

Fees outlined in Exhibit A, to be billed on the monthly invoice.

**Special Order/Invoicing Terms (if any):**

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**  
Xpress Solutions, Inc.

**Accepted by:**  
City of Beatrice

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

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

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

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

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

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

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

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

EXHIBIT A  
Fees

Forms Builder		
PRODUCT	DESCRIPTION	RATE
Annual Forms Builder Fee	Annual Forms Builder Fee	██████████
Xpress Forms Builder - Setup & Configuration	Xpress Forms Builder - Setup & Configuration	██████████

Exhibit "B"



Order Form: Q-40838-1  
Date: 5/15/2025, 4:06 PM  
Expires On: 6/30/2025

Phone: (800) 768-7295  
Email: info@xpressbillpay.com

**Ship To:**  
Hannah Bell  
Beatrice Board of Public Works  
400 Ella Street  
Beatrice, Nebraska 68310  
hbell@beatrice.ne.gov

**Bill To:**  
Beatrice Board of Public Works  
400 Ella Street  
Beatrice, Nebraska 68310

### **Add-On to Gateway Services Master Agreement**

This Add-On ("Add-On") becomes effective upon contract execution and is incorporated into and made a part of the Customer's existing Gateway Services Master Agreement (the "Master Agreement"). Except as expressly modified herein, all terms and conditions of the Master Agreement remain unchanged and in full force and effect.

This Add-On expands the scope of the services to include the additional services, along with the associated fees, as outlined in Exhibit A, which is attached and incorporated by reference.

Fees outlined in Exhibit A, to be billed on the monthly invoice.

### **Special Order/Invoicing Terms (if any):**

If both Beatrice and Beatrice BPW implement Forms Builder, the [REDACTED] configuration and training fee will be waived for Beatrice BPW, as reflected in their quote.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**  
Xpress Solutions, Inc.

**Accepted by:**  
Beatrice Board of Public Works

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

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

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

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

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

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

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

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

EXHIBIT A  
Fees

Forms Builder		
PRODUCT	DESCRIPTION	RATE
Annual Forms Builder Fee	Annual Forms Builder Fee	██████████
Xpress Forms Builder - Setup & Configuration	Xpress Forms Builder - Setup & Configuration	██████████

RESOLUTION NUMBER \_\_\_\_

**WHEREAS**, Section 2-316 of the Beatrice City Code creates a Firefighters' Retirement Committee; and

**WHEREAS**, the City of Beatrice has the need to fill a position on the Firefighters' Retirement Committee; and

**WHEREAS**, the Mayor and City Council desire to fill such vacancy with Anthony Brockman.

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

**SECTION 1.** That Anthony Brockman is hereby appointed as a member of the Firefighters' Retirement Committee selected by the active paid firefighters, effective immediately.

**SECTION 2.** That said appointee shall serve for a term expiring December 31, 2028.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

---

Erin Saathoff, CMC, City Clerk

---

Mike McLain, Acting Mayor

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

A resolution authorizing the Mayor and City Clerk to enter into a Fixed-Based Aerial Applicator's Agreement and an Operator's Lease and Services Agreement with Precision Aerial Ag, LLC, a Kansas limited liability company, for the purposes of conducting aerial applicator or crop spraying services, and aeronautical services, on the Beatrice Municipal Airport's airfield.

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

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

**SECTION 2.** That the Mayor and City Clerk are hereby authorized to execute the Operator's Lease and Services Agreement with Precision Aerial Ag, LLC, for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield. A copy of said Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

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

\_\_\_\_\_  
Mike McLain, Acting Mayor

# Exhibit "A"

## FIXED-BASE AERIAL APPLICATOR'S AGREEMENT

This Agreement made and entered into by and between the City of Beatrice, Nebraska, 400 Ella Street, Beatrice, NE 68310, hereinafter called "Lessor", as now established and existing under and by virtue of the laws of the State of Nebraska, and Precision Aerial Ag, LLC, a Kansas limited liability company, 932 120<sup>th</sup> Rd, Seneca, Kansas, 66538, and an independent contractor, hereinafter called "Lessee".

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

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

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

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

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

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

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

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

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

Liability:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

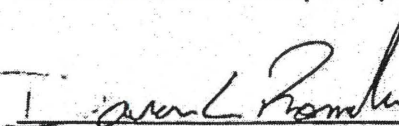
Attest:

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

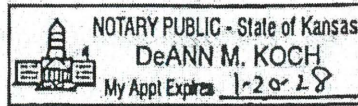
Erin Saathoff, City Clerk

Robert Morgan, Mayor

Precision Aerial Ag, LLC,  
A Kansas Limited Liability Company, Lessee

  
Daren Ronnebaum, Owner

STATE OF Kansas )  
 )ss:  
COUNTY OF Nebraska )



The foregoing Lease was acknowledged before me this 8<sup>th</sup> day of May, 2025 by Daren Ronnebaum, Owner, and authorized signatory of Precision Aerial Ag, LLC, to be his voluntary act and deed on behalf of said company.

DeAnn M. Koch  
Notary Public

STATE OF NEBRASKA )  
 )ss:  
COUNTY OF GAGE )

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

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



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

**AERIAL APPLICATION**

Applicable  X  Not Applicable  \_\_\_

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

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

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

**Applicator's Apron/Pad.**

**IF LESSOR OWNS THE PAD:**

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

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

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

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

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

**IF THE LESSEE OWNS THE PAD:**

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

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

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

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

**AIRCRAFT FUELS AND OIL  
DISPENSING SERVICE**

Applicable \_\_\_ Not Applicable X

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

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

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

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

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

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

**FLIGHT TRAINING**

Applicable \_\_\_ Not Applicable X

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

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

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

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

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

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

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

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

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

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

9. **Condition and Maintenance.** Lessee shall not leave junk or trash upon the area from which he is permitted to operate, but shall keep such areas reasonably clean and free of debris at all times.
10. **Restrictions on Use.** Lessee agrees that no painting, welding or exposed flame will be permitted in the buildings leased hereunder.
11. **Inspection.** It is understood that Lessor may enter upon any of the leased premises at any reasonable time for the purpose of inspection or for any other purpose necessary or incidental to or connected with the performance of its obligations hereunder, or for any other purpose. It is further understood that for the purpose of inspections, etc., Lessee will furnish Lessor with a key or the combination to any lock it places on any storage space.
12. **Military Emergencies.** Lessee agrees that during the time of war or national emergency Lessor shall have the right to enter into an agreement with the United State Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended.
13. **Authorized Uses.** Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, signals, floodlights, and all other conveniences now or thereafter provided for flying, landing, and taking off of aircraft.
14. **Laws and Regulations.** Lessee agrees that Lessor has the right to adopt and enforce reasonable rules, regulations, and minimum standards and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules, regulations and minimum standards as may be promulgated by Lessor, which rules, regulations and minimum standards shall be considered a part of this Agreement as though set forth herein.

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

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

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

(e) the non-payment of any rent payment due hereunder at the time(s) herein specified;

(f) failure by Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of Lessee to be performed, kept, or observed, and the failure of Lessee to remedy such default or breach within a period of thirty (30) calendar days after receipt from Lessor of written notice to remedy same.

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

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

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

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

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

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

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

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



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

**WHEREAS**, the Mutual Finance Assistance Act provides an opportunity for increased funding for fire districts, villages, and first-class cities; and

**WHEREAS**, in order to participate in an application for such funding, municipalities must join in an Interlocal Agreement with fire districts comprising at least eighty percent (80%) of the rural population of Gage County, Nebraska; and

**WHEREAS**, an agreement has been prepared that will meet the requirements of the Mutual Finance Assistance Act, and will result in specific state aid to Gage County for fire and rescue purposes, in addition to currently available funds; and

**WHEREAS**, an Interlocal Cooperation Act Agreement pursuant to Neb. Rev. Stat. §13-801 et. seq. (Reissue 2012) is in the best interest of the City of Beatrice; and

**WHEREAS**, the City of Beatrice, Nebraska, desires to enter into an Interlocal Cooperation Act Agreement for the purpose of the Nebraska Mutual Finance Assistance Act.

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 enter into an Interlocal Cooperation Agreement establishing the Mutual Finance Organization. A copy of said Interlocal Cooperation Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference

**SECTION 2.** That the Beatrice Fire Chief shall serve as a representative on the joint board established by the Interlocal Agreement and the City Administrator shall serve as an alternate representative to such board.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

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Erin Saathoff, CMC, City Clerk

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Mike McLain, Acting Mayor

Exhibit "A"

**INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, 2025, by and between the undersigned cities, villages and rural fire protection districts located in Gage County, Nebraska (hereinafter referred to as "Participants"); and

**WHEREAS**, certain cities, villages, and rural fire protection districts located in Gage County, Nebraska previously created a mutual finance organization as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et. seq. via an Interlocal Cooperation Agreement ("Agreement") executed in 2015; and

**WHEREAS**, the Participants desire to update the terms of the Agreement.

NOW, THEREFORE, BE IT AGREED BY THE UNDERSIGNED PARTICIPANTS AS FOLLOWS:

**Section 1.** That the mutual finance organization created by the Participants as authorized by the Nebraska Municipal Finance Assistance Act, Neb. Rev. Stat. § 35-1201 et. seq. shall continue to be known as the Gage County Fire Protection Mutual Finance Organization.

**Section 2.** The term of this agreement shall be for three (3) years, commencing on October 1, 2025 and ending on September 30, 2028 and, unless sooner terminated as provided in this agreement, shall automatically be extended for additional three (3) year terms. After the expiration of the initial term, any Participant may terminate this agreement upon ninety (90) calendar days' notice to the other Participants.

**Section 3.** Each Participant hereby agrees to levy a property tax at the rate of Three Cents (\$0.03) on each One Hundred Dollars (\$100.00) of taxable valuation of the property subject to levy for the purpose of jointly funding the operations of the Participants during the first fiscal year covered by this agreement. For the remaining two (2) years covered by this agreement, each Participant agrees to levy a property tax at a rate of no more than Three Cents (\$0.03) on each One Hundred Dollars (\$100.00) of taxable valuation of the property subject to the levy. Additional three (3) year terms of this agreement shall likewise require that in the first covered by the agreement, all Participants levy a property tax at the rate of Three Cents (\$0.03) on each One Hundred Dollars (\$100.00) of taxable valuation of the property subject to levy, and that the Participants levy a property tax no greater than Three Cents (\$0.03) on each One Hundred Dollars (\$100.00) of taxable valuation of the property subject to the levy for the remaining two (2) years covered by the agreement.

**Section 4.** The Gage County Fire Protection Mutual Finance Organization Board of Directors (hereinafter referred to as "the Board") shall continue to be responsible for administration of this cooperative undertaking.

**Section 5.** The governing body of each Participant shall designate one representative to serve on the Board herein established. The governing body of each participant shall also appoint one person to serve as an alternate representative on the Board to serve temporarily for the representative as may be necessary in the event that the representative cannot serve. No prior notice need be given to the Board that the alternate representative will serve. The Board is authorized and directed to prepare and submit a timely application to the Nebraska Mutual Finance Assistance Fund for the maximum assistance available to the Gage County Fire Protection Mutual Finance Organization for 2025-2028. The Board is authorized to do all things necessary and proper to obtain such assistance, including signing applications and receiving funds without further or additional authorization of the individual parties to this agreement. A majority vote of the members of this board is empowered to act for the joint and mutual benefits of the parties in such matters. Each member shall be entitled to one vote.

The Board shall distribute all assistance funds to the participants a herein provided. It shall not acquire or hold any property other than public funds to be distributed to the participants hereunder.

**Section 6.** The Board shall elect from its members a Chairperson and Secretary. The Chairperson shall be responsible for the conduct of all meetings of the Board. The Secretary shall be responsible to maintain minutes of all meetings and the records of the Gage County Fire Protection Mutual Finance Organization. Meetings of the Board shall take place upon the call of the Chairperson or any three (3) Board members. Meetings shall require at least forty-eight (48) hours advance written notice to all members of the Board. The Board shall designate a mailing address and a normal meeting location. Provided, however, meetings may be held at a location different than the normal meeting location if such different location is included in the advance written notice.

**Section 7.** The City Treasurer of the City of Beatrice, Nebraska shall be the fiscal agent for the Gage County Fire Protection Mutual Finance Organization.

**Section 8.** All funds obtained from the Mutual Finance Assistance Fund shall be distributed to the Participants of the Gage County Fire Protection Mutual Finance Organization as follows. The funds received from the State of Nebraska under the Mutual Finance Assistance Act, Neb. Rev. Stat. §35-1201 et. seq. shall be divided into two equal parts. One part shall be distributed among the Participants in the Gage County Fire Protection Mutual Finance Organization in the same ratio that taxable valuation of the Participant is in relation to the total taxable valuation of all the Participants. The tax valuation figure used to calculate the distribution ration shall be those used to calculate the amount of funds available, under the Act, to all Participants. The second part of the funds shall be distributed among the Participants in the same ratio that the assumed population of rural districts or the estimated actual population of any participant that is a city or village is in relation to the total assumed population of the rural districts plus the estimated actual populations of the participant cities and villages. The population figures used shall be those used to calculate the eligibility of the

participants for Mutual Finance Assistance Act funds. An estimate sheet of the amounts to be distributed to each Participant is marked as Exhibit "A" and attached hereto.

**Section 9.** This agreement shall supplement and not replace or modify the terms of any mutual assistance agreements or interlocal cooperation agreements among the parties or any of them in effect upon the date of this agreement.

**Section 10.** This Agreement shall not be construed to have created a separate legal entity.

**Section 11.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

**Section 12.** Except as herein specifically provide otherwise, each Participant shall maintain its autonomy and indebtedness as a governmental subdivision.

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

Attest:

VILLAGE OF ADAMS, NEBRASKA,  
A municipal corporation

\_\_\_\_\_

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

DATE: \_\_\_\_\_

ADAMS RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

Secretary

\_\_\_\_\_

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

President

DATE: \_\_\_\_\_

Attest:

VILLAGE OF BARNESTON, NEBRASKA  
A Municipal corporation.

\_\_\_\_\_

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

DATE: \_\_\_\_\_

Attest:

BARNESTON RURAL FIRE  
PROTECTION DISTRICT,  
A body politic and corporate

\_\_\_\_\_

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

DATE: \_\_\_\_\_

Attest:

CITY OF BEATRICE, NEBRASKA,  
A municipal corporation

\_\_\_\_\_

City Clerk

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

Mayor *Mike McLain, Acting Mayor*

DATE: \_\_\_\_\_

BEATRICE RURAL FIRE  
PROTECTION DISTRICT, a body  
politic and corporate

\_\_\_\_\_

Secretary

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

President

DATE: \_\_\_\_\_

Attest:

CITY OF BLUE SPRINGS,  
NEBRASKA, a municipal corporation

\_\_\_\_\_

City Clerk

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

Mayor

DATE: \_\_\_\_\_

BLUE SPRINGS RURAL FIRE  
PROTECTION DISTRICT, a body  
politic and corporate

\_\_\_\_\_

Secretary

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

President

DATE: \_\_\_\_\_

Attest:

VILLAGE OF CLATONIA,  
NEBRASKA, a municipal corporation

\_\_\_\_\_  
Village Clerk

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

DATE: \_\_\_\_\_

CLATONIA RURAL FIRE  
PROTECTION DISTRICT, a body  
politic and corporate

\_\_\_\_\_  
Secretary

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

DATE: \_\_\_\_\_

Attest:

VILLAGE OF CORTLAND,  
NEBRASKA, a municipal corporation

\_\_\_\_\_  
Village Clerk

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

DATE: \_\_\_\_\_

CORTLAND RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

\_\_\_\_\_  
Secretary

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

DATE: \_\_\_\_\_

FILLEY RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

\_\_\_\_\_

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

Secretary

President  
DATE: \_\_\_\_\_

Attest:

VILLAGE OF ODELL, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
Village Clerk

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

DATE: \_\_\_\_\_

ODELL RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

\_\_\_\_\_  
Secretary

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

DATE: \_\_\_\_\_

Attest:

VILLAGE OF PICKRELL, NEBRASKA,  
A municipal corporation

\_\_\_\_\_  
Village Clerk

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

DATE: \_\_\_\_\_

PICKRELL RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

\_\_\_\_\_  
Secretary

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

DATE: \_\_\_\_\_

Attest:

CITY OF WYMORE, NEBRASKA,  
a municipal corporation

\_\_\_\_\_  
City Clerk

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

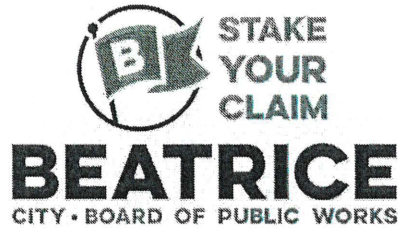
DATE: \_\_\_\_\_

WYMORE RURAL FIRE PROTECTION  
DISTRICT, a body politic and corporate

\_\_\_\_\_  
Secretary

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

DATE: \_\_\_\_\_



**MEMORANDUM**

**TO:** Mayor & City Council  
**DATE SUBMITTED:** May 6, 2025

**FROM:** Erin Saathoff  
City Clerk  
**FOR AGENDA OF:** June 2, 2025

**SUBJECT:** Public Hearing for Stoddard Lot Purchase  
**EXHIBIT(S):** Ad Proof and  
Email Correspondence

On March 24, 2025, I scheduled the notice of hearing for the purchase of the two (2) Stoddard lots from Hoppe & Son, LLC, to be published on March 28, 2025.

On May 5, 2025, as I was reviewing the statement from Column, I noticed we had still not received the affidavit of publication. I was informed that due to an issue during the printing process, resulting in an oversight, the notice was not published. Column then canceled the notice, voiding the outstanding invoice.

Upon discussion with Tobias, we agreed it would be best to have another public hearing on this matter. Due to publication deadlines, the earliest meeting I could give notice for was June 2, 2025. Column did not charge the City for republishing the public hearing notice.

## NOTICE OF HEARING

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on Monday, June 2, 2025 in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the acquisition of real property from Hoppe & Son, LLC, a Nebraska limited liability company, legally described as follows: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014419000.

Erin Saathoff, CMC, City Clerk

May 23, 2025



## INTERIM AD DRAFT

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

Notice ID: 4tJ1A8eYXyli5d8kk7MR | **Proof Updated: Mar. 24, 2025 at 09:58am CDT**  
Notice Name: PH - Stoddard Lots Purchase

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

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

<b>Columns Wide:</b> 1	<b>Ad Class:</b> Legals
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03/28/2025: General Legal	10.76
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<b>Total</b>	<b>\$10.76</b>
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### Notice of Hearing

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 7:00 p.m. on Monday, April 7, 2025 in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the acquisition of real property from Hoppe & Son, LLC, a Nebraska limited liability company, legally described as follows: All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014419000.  
Erin Saathoff, CMC, City Clerk  
##### 3/28 ZNEZ



Column Software PBC  
PO Box 208098  
Dallas, TX 75320-8098

help@column.us

Invoice number 7FF24556-0385  
Date of issue Mar 24, 2025  
Date due Apr 24, 2025  
Notice Id 4tj1A8eYXyli5d8kk7MR  
Publisher The Beatrice Daily Sun

Bill to  
BEATRICE BOARD OF PUBLIC WORKS

\$10.76 due April 24, 2025

=== Notes ===

Notice Name: PH - Stoddard Lots Purchase  
Order Number: COL-NE-501111

=== How to pay this invoice ===

This publisher accepts online payment via credit or debit card, or ACH bank transfers. Please click [here](#) to pay online. Select organizations may also pay via check. If you would like to pay by check, please include your invoice number **7FF24556-0385** on the memo and include a printed copy of your Invoice PDF. Please make the check payable to **Column Software, PBC** and mail to the address above. Please note that processing will take at least 7 business days and confirm any upfront payment requirements for your notice. Any check formatting errors may increase processing time or prevent processing. Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Description	Qty	Unit price	Amount
03/28/2025: General Legal Notice	1	10.76	10.76
		Subtotal	\$10.76
		Tax	0.00
		Amount due	\$10.76

not published 3/28  
see attached email -  
will reschedule emailed  
for 5/23 - hrg on 6/2  
S/S

Pay here: <https://www.column.us/invoices/CIEYNOKDyvfq5bdtftNZ/pay>

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## Notice Update

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Karlee Sams <help@column.us>  
Reply-To: help@column.us  
To: Erin Saathoff <esaathoff@beatrice.ne.gov>

Tue, May 6, 2025 at 11:04 AM

We encountered an issue during the printing process, resulting in an oversight. We sincerely apologize for any inconvenience this may have caused.

—  
Karlee Sams

Did you know that you can place your legal ad in minutes? Next time, visit [column.us/place](https://column.us/place) to submit your ad and follow the steps! More information here.

How did I do? ☆☆☆☆☆

On May 6, 2025 at 12:01 PM EDT esaathoff@beatrice.ne.gov wrote:

What kind of an error occurred??

On Tue, May 6, 2025 at 10:55 AM Karlee Sams <help@column.us> wrote:

Hi, Erin!  
Unfortunately due to an error, this notice did not publish on 3/28.

**Notice ID:** 4tJ1A8eYXyli5d8kk7MR  
**Notice Name:** PH - Stoddard Lots Purchase

We sincerely apologize for this issue and want to make things right. To assist you we have the following options:

1. Republish the notice in the next available edition at no additional cost.
2. Cancel the ad

*— canceled original —  
no charge  
for 5/2  
publications*

Please let us know how you would like to proceed, and don't hesitate to reach out with any questions. We appreciate your understanding and thank you for your patience as we work to resolve this.

—  
Karlee Sams

Did you know that you can place your legal ad in minutes? Next time, visit [column.us/place](https://column.us/place) to submit your ad and follow the steps! More information here.

How did I do? ☆☆☆☆☆

On May 5, 2025 at 9:47 AM EDT esaathoff@beatrice.ne.gov wrote:

I am missing the affidavit for Invoice Number 7FF24556-0385 in the amount of \$10.75 that was published on 3/28/25.

--  
**Well Being Notice:** Receiving this email outside of normal work hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please respond at a time that works for  
(93)



Column Software PBC  
PO Box 208098  
Dallas, TX 75320-8098

help@column.us

Invoice number 7FF24556-0430  
Date of issue May 6, 2025  
Date due Jun 6, 2025  
Notice Id mobKg1GNEHEy54KbZKvH  
Publisher The Beatrice Daily Sun

Bill to  
BEATRICE BOARD OF PUBLIC WORKS

\$0.00 due June 6, 2025

=== Notes ===

Notice Name: PH - Purchase 2 lots - Stoddard  
Order Number: COL-NE-501254

=== How to pay this invoice ===

This publisher accepts online payment via credit or debit card, or ACH bank transfers. Please click [here](#) to pay online. Select organizations may also pay via check. If you would like to pay by check, please include your invoice number **7FF24556-0430** on the memo and include a printed copy of your Invoice PDF. Please make the check payable to **Column Software, PBC** and mail to the address above. Please note that processing will take at least 7 business days and confirm any upfront payment requirements for your notice. Any check formatting errors may increase processing time or prevent processing. Please note that, once paid, the merchant name on your billing statements will be Column Software PBC.

Description	Qty	Unit price	Amount
05/23/2025: General Legal Notice	1	0.00	0.00
		Subtotal	\$0.00
		Tax	0.00
		Amount due	\$0.00

Pay here: <https://www.column.us/invoices/q2TcJI90OHN4LZaGYmJQ/pay>

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

**WHEREAS**, the City of Beatrice, Nebraska (“City”) was awarded funding from the Federal Highway Administration from the Safe Streets and Roads for All Grant Program for the purpose of developing a city-wide Safety Action Plan; and

**WHEREAS**, on March 3, 2025, the City adopted the Safety Action Plan; and

**WHEREAS**, one of the requirements from said grant program is a commitment by the City to achieve zero roadway fatalities and serious injuries within the City of Beatrice by a certain date; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to commit to achieving zero roadway fatalities and serious injuries within the City of Beatrice by December 31, 2032.

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

**SECTION 1.** That the Mayor and City Council for the City of Beatrice, Nebraska hereby commits the City of Beatrice to respond to the current crisis in roadway fatalities by taking substantial and comprehensive action to reduce serious and fatal injuries on the roadways of the City of Beatrice, Nebraska to zero (0) by December 31, 2032.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

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

\_\_\_\_\_  
Mike McLain, Acting Mayor

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

**WHEREAS**, the City of Beatrice, Nebraska (“City”) and Beatrice Community Hospital & Health Center, Inc., a Nebraska nonprofit corporation (“BCH”) understand the importance of transferring patients to other medical facilities in a timely manner; and

**WHEREAS**, City and BCH desire to enter into a Memorandum of Understanding to cooperate to facilitate the timely transfer of patients from 4800 Hospital Parkway, Beatrice, Nebraska 68310 to other medical facilities.

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 hereby authorized to execute the Memorandum of Understanding with BCH to cooperate to facilitate the timely transfer of patients from 4800 Hospital Parkway, Beatrice, Nebraska, 68310 to other medical facilities. 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 2<sup>nd</sup> day of June, 2025.

Attest:

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

\_\_\_\_\_  
Mike McLain, Acting Mayor

Exhibit "A"

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "City" and the Beatrice Community Hospital & Health Center, Inc., a Nebraska nonprofit corporation, hereinafter referred to as "BCH".

**WHEREAS**, City and BCH understand the importance of transferring patients to other medical facilities in a timely manner; and

**WHEREAS**, City and BCH desire to cooperate to facilitate the timely transfer of patients from 4800 Hospital Parkway, Beatrice, Nebraska 68310, hereinafter referred to as the "Premises" to other medical facilities.

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

**1. CITY OBLIGATIONS.** In an effort to help facilitate the timely transfer of patients from the Premises to other medical facilities, the City will implement a policy designed to increase the City's ability to recall EMTs and paramedics. City shall use its best efforts to provide transfer services to BCH, but both City and BCH agree that City is not obligated to provide transfer services any and every time BCH requests such services.

**2. BCH OBLIGATIONS.** BCH agrees to pay City for the additional costs resulting from said policy.

**3. TERM.** This Memorandum of Understanding shall have a term of one (1) year and shall be effective as of June 1, 2025 and shall end on May 30, 2026. Following the one (1) year term, this Memorandum of Understanding shall automatically renew for an additional one (1) year term, unless written notice is provided by either BCH or City no later than sixty (60) calendar days prior to the expiration of the current term.

**4. FEES.** BCH agrees to pay City up to One Hundred Forty-Six Thousand Dollars (\$146,000.00) annually to cover the costs of said policy. City shall invoice BCH quarterly for the costs incurred by the City for the implementation of said policy. BCH shall pay such invoices within thirty (30) calendar days after receipt of such invoices.

**5. NO SEPARATE LEGAL ENTITY.** No separate legal or joint entity shall be created by this Memorandum.

**6. BREACH AND CURE.** Failure of either party to this Memorandum to abide by any provision set forth herein shall constitute a breach of this Memorandum. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within fifteen (15) calendar days.

**7. TERMINATION OF MEMORANDUM.** Where a breach of this Memorandum is not rectified, cured, or refuted to the non-breaching party's satisfaction within fifteen (15) calendar days, the non-breaching party may terminate this Memorandum, without further notice, and shall have all remedies available to it both in equity and/or at law.

**8. WAIVER OF BREACH.** Any waiver by any party to this Memorandum of any default or breach hereunder shall not be construed as a continuing waiver of remission, express or implied, or of any other subsequent default or breach.

**9. INFORMATION SHARING AND CONFIDENTIALITY.** City and BCH, by signing this Memorandum agree to keep any information given to them from the other confidential, unless required by law, or the courts to disclose such information, but shall have the ability to share otherwise confidential information with each other to assist with the goal of providing a safe environment for all in the Premises.

**10. INDEMNIFICATION.** Each party hereby agrees to indemnify, defend, and hold the other party harmless from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys' fees, costs, and expert witnesses' fees) arising out of or in connection with the services provided pursuant to this Memorandum.

**11. AMENDMENT OF MEMORANDUM.** This Memorandum may only be amended by the consent of City and BCH. The amendment must be in writing and signed by both parties.

**12. GOVERNING LAW.** This Memorandum shall be construed in accordance with and governed by the laws of the State of Nebraska.

**13. COUNTERPARTS.** This Memorandum may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall be and constitute one and the same instrument.

**14. SEVERABILITY.** If one or more of the covenants or agreements provided in this Memorandum shall be declared by any court or competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Memorandum.

**15. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.** This Memorandum shall not be assignable by City or BCH without express written consent from the other party. All the covenants and representations contained in this Memorandum, by or on behalf of City or BCH, shall bind and inure to the benefit of each party's respective successors and assigns whether so expressed or not.

**16. ARTICLE AND SECTION HEADINGS.** The headings or titles of several paragraphs hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Memorandum.

**17. ANIT-DISCRIMINATION.** In connection with the performance of work under this Memorandum, City and BCH agree that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age or marital status.

**19. ENTIRE AGREEMENT.** This Memorandum contains the entire agreement between the parties hereto, and no agreements or warranties, oral or written, shall be considered as binding on the parties unless set forth herein.

Attest:

BEATRICE COMMUNITY HOSPITAL &  
HEALTH CENTER, INC.

\_\_\_\_\_

By \_\_\_\_\_  
Rick Haraldson, CEO

Attest:

CITY OF BEATRICE, NEBRASKA  
a Municipal Corporation

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

By \_\_\_\_\_  
~~Robert Morgan, Mayor~~  
*Mike McLain, Acting*

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

**WHEREAS**, the Interlocal Cooperation Act Agreement, Sections 13-801 to 13-827, R.R.S. Neb. 1943, as amended, authorizes governmental agencies to join together to make efficient use of the powers of the participating governmental bodies by enabling them to cooperate with each other on a contractual basis; and

**WHEREAS**, an Interlocal Cooperation Act Agreement pursuant to Neb. Rev. Stat. §13-801 et. seq. (Reissue 1997) is in the best interest of each participating community and the political subdivisions and law enforcement agencies contained within each such community; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into an Interlocal Cooperation Act Agreement with the County of Gage, Nebraska, to operate a County-wide Enhanced 911 System and a radio dispatching system on behalf of the County of Gage.

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 enter into an Emergency Dispatch Service Interlocal Agreement, marked as Exhibit "A", attached hereto and incorporated by reference with the County of Gage, Nebraska, a body politic and corporate, to operate a County-wide Enhanced 911 System and a radio dispatching system on behalf of the County of Gage, for a term ending on June 30, 2030.

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

RESOLUTION PASSED AND APPROVED this 2<sup>nd</sup> day of June, 2025.

Attest:

**EMERGENCY DISPATCH SERVICES  
INTERLOCAL AGREEMENT**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "City", and the County of Gage, Nebraska, a body politic and corporate, hereinafter referred to as "County".

**WITNESSETH:**

**WHEREAS**, Neb. Rev. Stat. Section 18-1707 authorizes the City to contract with the County for services provided by City of a type which City is empowered to perform; and Neb. Rev. Stat. Section 86-440 authorizes a governing body as provided by law to contract with any political subdivision for the administration of 911 services; and

**WHEREAS**, an Interlocal Cooperation Act Agreement pursuant to Neb. Rev. Stat. Section 13-801 et. seq. (1997) is in the best interest of City and County; and

**WHEREAS**, City operates and maintains an Enhanced 911 System for the City for the telephone exchanges which are known as Beatrice -228 and Beatrice -223 ("City Enhanced 911 System"); and

**WHEREAS**, for the past several years County has contracted with City for the operation of an Enhanced 911 System for the telephone exchanges in Gage County, excluding the areas served by City and the City of Wymore, on behalf of the County, ("County-wide Enhanced 911 System"); and

**WHEREAS**, the City and County desire to enter into an agreement to extend services related to the County-wide Enhanced 911 System and the Southeast Nebraska 911 Center.

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

1. **Term.** The term of this Agreement shall begin on July 1, 2025 and end on June 30, 2030. This agreement shall automatically renew for additional five (5) year terms, unless either party to this agreement provides the other party ninety (90) calendar days' written notice prior to the end of the term of their intent not to renew the agreement for an additional term.

2. **Enhanced 911 System, Radio Dispatch System, and Computer Aided Dispatch.** City operates an Enhanced 911 System, computer-aided dispatch, and a radio dispatch system at the Communications Center of the City's Police Department, 201 North 5<sup>th</sup> Street, Beatrice, Nebraska ("Southeast Nebraska 911 Center"). County desires to utilize the Southeast Nebraska 911 Center to receive and dispatch County's emergency calls and calls for service from residents of Gage County. City also agrees to answer calls and dispatch the appropriate personnel from

the Gage County Emergency Management Agency and its volunteers, the Gage County Sheriff's Office, and/or those fire and emergency medical services that are located within the corporate limits of Gage County, except for the City of Beatrice and City of Wymore, to respond to the call for service or emergency situation on behalf of the County.

County also desires to utilize City's records system and mobile system as part of the emergency communication services provided by City to County.

County's access to any part of Southeast Nebraska 911 Center shall be done through a secure connection.

County shall provide at its cost all necessary receiving radio towers and radio equipment for personnel and volunteers in the direct employ or under the direct supervision of the County, including portable and mobile radios and pager units, in order for County personnel to communicate with the Southeast Nebraska 911 Center, except the communications equipment and the towers maintained by the City as of the date this Agreement is signed by all parties. The City shall maintain a record of all equipment and towers, their location, and ownership. It is understood by County that periodic upgrades of such equipment will be necessary in order for such equipment to be compatible with the City's radio dispatch system. It is further understood that the Gage County Emergency Management Agency shall be responsible for maintaining all disaster sirens and other emergency equipment maintained by that agency as of August 1, 2001.

**3. City Duties.** The City shall perform the following duties on behalf of and in coordination with the County:

- (a) Oversee and coordinate the testing and repairing of all communication towers and related equipment under the control of the County;
- (b) Oversee and coordinate the testing and repairing of all equipment in the backup Southeast Nebraska 911 Center;
- (c) Give quarterly reports to the Gage County Board of Supervisors and attend Law Enforcement & Emergency Management Committee meetings as requested by the County;
- (d) Coordinate communications with all fire departments and rescue squads located or operating within Gage County;
- (e) Meet with all fire departments and rescue squads located or operating within Gage County at least annually;
- (f) Attend county, state, and regional meetings as required and requested by the County as a representative of the County, with the approval of the Beatrice Chief of Police;
- (g) Obtain approval, in conformity with any rules and regulations of the County, from either the Chair of the Law Enforcement & Emergency Management Committee or the Chair of the Finance Committee for any expenditure on behalf of the County; and

(h) Perform any duties or assignments not listed above at the request of the County with the approval of the Beatrice Chief of Police.

4. **IT Services.** City's responsibility for providing the Emergency Dispatch Services outlined in this agreement shall stop at the end of the City's network, which is the City's firewall. City will work with County's IT to establish secure connections.

5. **Other Services.** The City shall also make the NCIC/NCIS service located at the Southeast Nebraska 911 Center available to County law enforcement officials so long as the requirements for access to this service are complied with.

6. **Imposition of Service Surcharge.** City and County agree to impose a service surcharge in the amount of one dollar (\$1.00) per month on each local exchange access line terminating in the 911 service areas of the respective parties as authorized in Neb. Rev. Stat. Section 86-435 during the term of this Agreement. City shall impose a service surcharge upon the telephone exchanges known as Beatrice -223 and Beatrice -228; County shall impose a service surcharge upon all other telephone exchanges in Gage County, except those in the 911 service area served by the City of Wymore unless the City of Wymore consents to the imposition of such a service surcharge.

7. **County Fee.** County agrees to pay an annual fee to City in the amount of two hundred forty-five thousand nine hundred seventy-seven dollars and six cents (\$245,977.06) for the period of July 1, 2025 through June 30, 2026.

Beginning in July 1, 2026, the County's annual fee shall be increased by the two and half percent (2.5%) each year. As an example, the County's annual fee beginning July 1, 2026 shall be two hundred fifty-two thousand one hundred twenty-six dollars and forty-nine cents (\$252,126.49).

City shall pay all charges due to the Windstream Communications d/b/a Windstream ("Windstream"), and its successors in interest, resulting from the licensing by City of an Enhanced 911 Database for use with the County-wide Enhanced 911 System and the City Enhanced 911 System. City agrees to pay such charges directly to Windstream on a monthly basis.

8. **Level of Service.** If City develops a Service Level Agreement (SLA) that sets forth different levels of service from which users of the Southeast Communications 911 Center can chose to participate then County may give written notice, thirty (30) days prior, indicating their desire to alter their level of service under this agreement to a different level of service provided by City. Should City develop an SLA, the current level of service that County is utilizing (CAD, mobile, records, and radio dispatch) shall be the top level of service provided and other levels of service may be developed with less features at lower rates.

**9. Liability.** County shall save and hold harmless City from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of County or its agents or employees in the performance of this Agreement. Likewise, City shall save and hold harmless County from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of City or its agents or employees in the performance of this Agreement.

**10. Relationship of the Parties.** The parties to this agreement expressly acknowledge that the status of the dispatchers of Southeast Communications 911 Center are employees of the City. The dispatchers shall not be or shall not be deemed to be the employee, agent, or servant of County. The dispatchers are not to be considered an agent or employee of County for any purpose, and none of the benefits provided by the County to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from County to the dispatchers.

**11. Procedures.** Having direct managerial control of the Center, the Beatrice Chief of Police shall establish policies and procedures for dispatch services and oversee personnel employed within the Center, with consideration given to recommendations of the advisory councils.

**12. Alterations.** This Agreement may be amended at any time with the written authority of the local governing bodies of both City and County.

**13. Laws Governing Interlocal Agreement.** The effect and meaning of this Interlocal Agreement and all rights of all parties hereafter shall be governed by and construed according to the laws of the State of Nebraska.

**14. Severability.** If any one or more of the covenants or agreements provided in this Interlocal Agreement shall be declared by any court or competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Interlocal Agreement.

**15. Assignability and Successors and Assigns.** This agreement shall not be assignable by the City or the County without express written consent from the other party. All the covenants and representations contained in this agreement, by or on behalf of the City or the County, shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**16. Article and Section Headings.** The headings or titles of several paragraphs hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Interlocal Agreement.

**17. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto, and no agreements or warranties, oral or written, shall be considered as binding on the parties unless set forth herein.

Attest:

CITY OF BEATRICE, NEBRASKA  
A Municipal Corporation

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

By \_\_\_\_\_  
Mike McLain, Acting Mayor

Attest:

THE COUNTY OF GAGE, NEBRASKA  
A Body Politic and Corporate

\_\_\_\_\_  
Dawn Hill, County Clerk

By \_\_\_\_\_  
Erich Tiemann, Chairperson

# Red line #

EMERGENCY DISPATCH SERVICES  
INTERLOCAL AGREEMENT

**THIS AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "City", and the County of Gage, Nebraska, a body politic and corporate, hereinafter referred to as "County".

**WITNESSETH:**

**WHEREAS**, Neb. Rev. Stat. Section 18-1707 authorizes the City to contract with the County for services provided by City of a type which City is empowered to perform; and Neb. Rev. Stat. Section 86-440 authorizes a governing body as provided by law to contract with any political subdivision for the administration of 911 services; and

**WHEREAS**, an Interlocal Cooperation Act Agreement pursuant to Neb. Rev. Stat. Section 13-801 et. seq. (1997) is in the best interest of City and County; and

**WHEREAS**, City operates and maintains an Enhanced 911 System for the City for the telephone exchanges which are known as Beatrice -228 and Beatrice -223 ("City Enhanced 911 System"); and

**WHEREAS**, for the past several years County has contracted with City for the operation of an Enhanced 911 System for the telephone exchanges in Gage County, excluding the areas served by City and the City of Wymore, on behalf of the County, ("County-wide Enhanced 911 System"); and

**WHEREAS**, the City and County desire to enter into ~~a one (1) year~~ agreement to extend services related to the County-wide Enhanced 911 System and the Southeast Nebraska 911 Center.

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

1. **Term.** The term of this Agreement shall begin on July 1, 2025 and end on June 30, ~~2026~~2030. This agreement shall automatically renew for additional five (5) year terms, unless either party to this agreement provides the other party ninety (90) calendar days' written notice prior to the end of the term of their intent not to renew the agreement for an additional term.

2. **Enhanced 911 System, Radio Dispatch System, and Computer Aided Dispatch.** City ~~agrees to operate and maintain~~ an Enhanced 911 System, computer-aided dispatch, and a radio dispatch system at the Communications Center of the City's Police Department, 201 North 5<sup>th</sup> Street, Beatrice, Nebraska ("Southeast Nebraska 911 Center"). County desires to -and-

~~to utilize the Southeast Nebraska 911 Center that to receive and dispatch County's system and communications center to receive~~ emergency calls and calls for service from residents of Gage County. City also agrees to answer calls and -dispatch the appropriate personnel from the Gage County Emergency Management Agency and its volunteers, the Gage County Sheriff's Office, and/or those fire and emergency medical services that are located within the corporate limits of Gage County, except for the City of Beatrice and City of Wymore, to respond to the call for service or emergency situation on behalf of the County.

County also desires to utilizes City's records system and mobile system as part of the emergency communication services provided by City to County.

County's access to any part of Southeast Nebraska 911 Center shall be done through a secure connection.

County shall provide at its cost all necessary receiving radio towers and radio equipment for personnel and volunteers in the direct employ or under the direct supervision of the County, including portable and mobile radios and pager units, in order for County personnel to communicate with the Southeast Nebraska 911 Center, except the communications equipment and the towers maintained by the City as of the date this Agreement is signed by all parties. The City shall maintain a record of all equipment and towers, their location, and ownership. It is understood by County that periodic upgrades of such equipment will be necessary in order for such equipment to be compatible with the City's radio dispatch system. It is further understood that the Gage County Emergency Management Agency shall be responsible for maintaining all disaster sirens and other emergency equipment maintained by that agency as of August 1, 2001.

3. Director-City Duties. The Director-City shall perform the following duties on behalf of and in coordination with the County:

- (a) Oversee and coordinate the testing and repairing of all communication towers and related equipment under the control of the County;
- (b) Oversee and coordinate the testing and repairing of all equipment in the backup Southeast Nebraska 911 Center;
- (c) ~~Work and coordinate with the Gage County Sheriff Office to coordinate the testing and repairing of all equipment required of the Gage County Sheriff Office and to make recommendations and advise on needed changes;~~
- (d) Give quarterly reports to the Gage County Board of Supervisors and attend Law Enforcement & Emergency Management Committee meetings as requested by the County;
- (e) Coordinate communications with all fire departments and rescue squads located or operating within Gage County;
- (f) Meet with all fire departments and rescue squads located or operating within Gage County at least annually;

- (g) Attend county, state, and regional meetings as required and requested by the County as a representative of the County, with the approval of the Beatrice Chief of Police;
- (h) Obtain approval, in conformity with any rules and regulations of the County, from either the Chair of the Law Enforcement & Emergency Management Committee or the Chair of the Finance Committee for any expenditure on behalf of the County; and
- (i) Perform any duties or assignments not listed above at the request of the County with the approval of the Beatrice Chief of Police.

~~4. **IT Services.** The City's responsibility for providing the Emergency Dispatch Services outlined in this agreement shall stop at the end of the City's network, which is the City's firewall. City will work with County's IT to establish secure connections. employs an IT employee that manages and maintains the software and hardware for the Southeast Nebraska 911 Center. City shall make its IT employee available to County to maintain and service their software and hardware in connection to the 911 Communication Services provided by City set forth in this Agreement.~~

~~5. **IT Duties.** The City's IT employee shall perform the following duties on behalf of and in coordination with the County:~~

~~Work and coordinate with the Gage County Sheriff Office the testing and repairing of all 911 communications equipment required of the Gage County Sheriff Office; and~~

~~Perform any duties or assignments not listed above at the request of the County with the approval of the Beatrice Chief of Police.~~

**65. Other Services.** The City shall also make the NCIC/NCIS service located at the Southeast Nebraska 911 Center available to County law enforcement officials so long as the requirements for access to this service are complied with.

**76. Imposition of Service Surcharge.** City and County agree to impose a service surcharge in the amount of one dollar (\$1.00) per month on each local exchange access line terminating in the 911 service areas of the respective parties as authorized in Neb. Rev. Stat. Section 86-435 during the term of this Agreement. City shall impose a service surcharge upon the telephone exchanges known as Beatrice -223 and Beatrice -228; County shall impose a service surcharge upon all other telephone exchanges in Gage County, except those in the 911 service area served by the City of Wymore unless the City of Wymore consents to the imposition of such a service surcharge.

**87. County Fee.** County agrees to pay an annual fee to City in the amount of two hundred forty-five thousand nine hundred seventy-seven dollars and six cents (\$245,997.06) for the period of July 1, 2025 through June 30, 2026.

~~Beginning in July 1, 2026, the County's annual fee shall be increased by the two and half percent (2.5%) each year. As an example, the County's annual fee beginning July 1, 2026 shall~~

be two hundred fifty-two thousand one hundred twenty-six dollars and forty-nine cents (\$252,126.49).

City shall pay all charges due to the Windstream Communications d/b/a Windstream ("Windstream"), and its successors in interest, resulting from the licensing by City of an Enhanced 911 Database for use with the County-wide Enhanced 911 System and the City Enhanced 911 System. City agrees to pay such charges directly to Windstream on a monthly basis.

8. **Level of Service.** If City develops a Service Level Agreement (SLA) that sets forth different levels of service from which users of the Southeast Communications 911 Center can chose to participate then County may give written notice, thirty (30) days prior, indicating their desire to alter their level of service under this agreement. Should City develop an SLA, the current level of service that County is utilizing (CAD, mobile, records, and dispatch) shall be the top level of service provided and other levels of service may be developed with less features at lower rates.

**9. Liability.** County shall save and hold harmless City from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of County or its agents or employees in the performance of this Agreement. Likewise, City shall save and hold harmless County from all losses, claims, and damages arising out of the negligent or intentional acts or omissions of City or its agents or employees in the performance of this Agreement.

**10. Relationship of the Parties.** The parties to this agreement expressly acknowledge that the status of the Director is an employee of the City. The Director shall not be or shall not be deemed to be the employee, agent, or servant of County. The Director is not to be considered an agent or employee of County for any purpose, and none of the benefits provided by the County to its employees, including, but not limited to, compensation insurance and unemployment insurance, are available from County to the Director.

**11. Procedures.** Having direct managerial control of the Center, the Beatrice Chief of Police shall establish policies and procedures for dispatch services and oversee personnel employed within the Center, with consideration given to recommendations of the advisory councils.

**12. Alterations.** This Agreement may be amended at any time with the written authority of the local governing bodies of both City and County.

**13. Laws Governing Interlocal Agreement.** The effect and meaning of this Interlocal Agreement and all rights of all parties hereafter shall be governed by and construed according to the laws of the State of Nebraska.

**14. Severability.** If any one or more of the covenants or agreements provided in this Interlocal Agreement shall be declared by any court or competent jurisdiction to be contrary to

law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements, and shall in no way affect the validity of any other provisions of this Interlocal Agreement.

**15. Assignability and Successors and Assigns.** This agreement shall not be assignable by the City or the County without express written consent from the other party. All the covenants and representations contained in this agreement, by or on behalf of the City or the County, shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

**16. Article and Section Headings.** The headings or titles of several paragraphs hereof shall be solely for the convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Interlocal Agreement.

**17. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto, and no agreements or warranties, oral or written, shall be considered as binding on the parties unless set forth herein.

Attest:

CITY OF BEATRICE, NEBRASKA  
A Municipal Corporation

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

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

Attest:

THE COUNTY OF GAGE, NEBRASKA  
A Body Politic and Corporate

\_\_\_\_\_  
Dawn Hill, County Clerk

By \_\_\_\_\_  
Erich Tiemann, Chairperson

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

**WHEREAS**, on May 19, 2025, the City of Beatrice, Nebraska (“City”) executed a LB840 Loan Agreement, Promissory Note, and Deed of Trust (collectively, the “Loan”) with The Paddock, LLC, a Nebraska limited liability company (“Paddock”); and

**WHEREAS**, as a condition to executing the Loan, and to induce RIC Paddock STCI, LLC, a Missouri limited liability company (“Investor”) to making certain capital contributions to Paddock, Paddock requires the City to forbear from exercising certain of its rights and remedies with respect to the Loan until a certain date; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to enter into a Forbearance Agreement with Paddock and the Investor.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized and directed to execute the Forbearance Agreement and any and all other documents necessary, between the City of Beatrice, Nebraska, The Paddock, LLC, and RIC Paddock STCI, LLC, for the City to forbear from exercising certain of its rights and remedies with respect to the Loan until a certain date, as set forth in said Forbearance Agreement. A copy of said Forbearance Agreement, marked as Exhibit “A”, is attached hereto and incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 2<sup>nd</sup> day of June, 2025.

Attest:

# Exhibit "A"

## FORBEARANCE AGREEMENT

This FORBEARANCE AGREEMENT (this "Agreement") is made and entered into as of \_\_\_\_\_, by and among THE PADDOCK, LLC, Nebraska limited liability company ("Borrower"), THE CITY OF BEATRICE, NEBRASKA, a Municipal Corporation ("Lender"), and RIC Paddock STCI, LLC, a Missouri limited liability company (the "Investor").

### RECITALS

WHEREAS, Borrower is the owner of certain improved real property located at 105 North 6<sup>th</sup> Street, Beatrice, Nebraska 68310 (the "Real Estate"); and

WHEREAS, Borrower intends to rehabilitate and develop the historic building located on the Real Estate in a manner that qualifies for the historic rehabilitation tax credit allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" (the "Historic Tax Credit") pursuant to Nebraska law, as amended from time to time, or any corresponding provision or provisions of prior or succeeding law (the "Code"); and

WHEREAS, Borrower has entered into and delivered that certain Deed of Trust, dated as of an even date herewith in favor of Lender, to be recorded with the Register of Deeds for Gage County, Nebraska (the "Recording Office") prior to the recording of this Agreement (the "DOT"), as security for a loans from Lender to Borrower in the principal amounts of \$1,500,000.00 (the "Loan") as evidenced by that certain Promissory Note in the principal amount in the principal amount of \$1,500,000.00 (the "Note," and together with the DOT and all other documents evidencing, securing or otherwise executed in connection with the Loan, hereinafter, collectively, the "Loan Documents"); and

WHEREAS, as a condition to entering into the Loan Documents and to induce the Investor to making certain capital contributions to Borrower, Borrower requires Lender to forbear from exercising certain of its rights and remedies with respect to the Loans until the Forbearance Termination Date (as hereinafter defined);

NOW, THEREFORE, in consideration of the forgoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### SECTION 1 EXERCISE OF REMEDIES.

- (a) Lender declares, agrees, and acknowledges that, prior to the Forbearance Termination Date, Lender will not, without the prior written consent of Investor:
- (i) commence any action to foreclose or exercise any power of sale under any of the Loan Documents;
  - (ii) accept a deed or assignment in lieu of foreclosure for the Real Estate or any part or portion thereof;
  - (iii) seek or obtain a receiver for the Real Estate or any part or portion thereof;
  - (iv) take possession or control of the Real Estate, or collect or accept any rents from the Real Estate;
  - (v) take any action that would terminate the rights held by or granted to or by third parties with

respect to the Real Estate; (vi) initiate any petition for bankruptcy, assignment for the benefit of creditors or creditor's agreement with respect to the Borrower; or (vii) take any other lien enforcement action against the Real Estate (including any action to obtain a judgment on the Loan or to execute on such judgment or any part or portion thereof).

- (b) Lender further agrees that if at any time it should commence any foreclosure proceeding, or commence any action to execute on any lien obtained by way of attachment or otherwise on the Real Estate, or otherwise take any action prohibited under Paragraph 1(a), Investor shall (unless such action or remedy has been consented to as required herein) be entitled to have the same vacated, dissolved and set aside by such proceedings at law or otherwise as Investor may deem proper, and this Agreement shall be and constitute full and sufficient grounds therefor and shall entitle Investor to become a party to any proceedings at law or otherwise in or by which Lender may deem it proper to protect its interests hereunder.
- (c) Notwithstanding the foregoing, in the event of any default by Borrower in the payment of principal, interest, or other amounts due and owing under the Loan Documents, which default continues beyond any applicable notice and cure period, then upon the written request of Lender, the Borrower shall comply with the following provisions within fifteen (15) business days of such written request of Lender and shall continue to comply with such provisions for so long as Lender requires:
  - (i) A property manager ("Property Manager") selected by such Lender, or its nominee or assignee, and approved in writing by the Investor, shall be engaged to manage the Real Estate pursuant to a management agreement ("Management Agreement") approved by such Lender, or its nominee or assignee, and the Investor. Pursuant to the Management Agreement, such Lender, or its nominee or assignee, and the Investor shall have the right to direct the Property Manager and administer the Management Agreement and the Property Manager shall be delegated full authority to lease, operate and manage the Real Estate on behalf of Borrower. Borrower shall irrevocably direct all subtenants of the Real Estate to remit rent and other payments directly to the Property Manager.
  - (ii) Borrower shall direct the Property Manager or, prior to the engagement of the Property Manager, the existing property manager to pay to Lender all amounts owed pursuant to the Loan Documents in accordance therewith from Net Operating Cash Flow (defined hereinafter), and Lender shall apply such amounts to unpaid amounts under the Loan Documents and shall credit Borrower any excess. The term "Net Operating Cash Flow" shall mean (a) all cash received from operations of the Real Estate and the proceeds of business interruption or loss of rents insurance and casualty insurance in excess of the amounts expended or to be expended to repair or replace the property which suffered the casualty, but excluding capital

contributions to Borrower, less (b) cash expended, reserved or required for operating debts and expenses of the Real Estate set forth in an operating budget for the Real Estate approved in writing by such Lender in its sole discretion and any reserves to be held by the Property Manager for such applicable expenses as taxes and insurance premiums, capital expenditures and replacements (excluding expenses funded from capital contributions), to the extent approved in writing by such Lender in its sole discretion. Lender agrees that any such budget and reserves shall be established in good faith to meet the requirements of the landlord under any leases or subleases of the Real Estate and that the Property Manager shall be obligated under the Property Management Agreement to use commercially reasonable efforts to satisfy the requirements of the landlord under any leases or subleases of the Real Estate. Borrower hereby authorizes and directs the Property Manager to make on its behalf the payments required under this Section.

SECTION 2 TERMINATION. The provisions of Section 1 hereof shall remain effective until the date that is first day of the taxable year after the first sixty (60) months from the Placement in Service (as defined herein) of the Real Estate (the "Forbearance Termination Date"). On and after the Forbearance Termination Date, Lender shall be free, in its sole and absolute discretion, to institute proceedings to enforce its rights and remedies under the Loan Documents and/or as provided by applicable law. All of Borrower's obligations and liabilities to Lender hereunder shall survive the Forbearance Termination Date. For the purposes hereof, "Placement in Service" means with respect to the Real Estate the occurrence of the events necessary to establish placement in service thereof for purposes of Section 1.48-12(f)(2) of the Treasury Regulations.

SECTION 3 SUCCESSORS AND ASSIGNS. This Agreement and each and every covenant, agreement and other provisions hereof shall be binding upon the parties hereto and their heirs, administrators, representatives, successors and assigns.

SECTION 4 CHOICE OF LAW. This Agreement is made and executed under, and in all respects is to be governed and construed by, the laws of the state of Nebraska (excluding its choice-of-law principles).

SECTION 5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

SECTION 6 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may execute this Agreement by signing any such counterpart.

SECTION 7 SEVERABILITY. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

SECTION 8 AMENDMENTS. No provision of this Agreement may be amended, changed, waived, discharged, or terminated except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

SECTION 9 NOTICES. Any and all notices, elections, demands, or requests permitted or required to be made under this Agreement shall be made in accordance with Section 16 of the DOT.

SECTION 10 LIMITATION. Except for Section 1(c), this Agreement only restricts Lender's ability to collect under the DOT.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the Effective Date.

**LENDER:**

**City of Beatrice, Nebraska**

a municipal corporation

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

Name: Mike McLain

Title: Acting Mayor

STATE OF NEBRASKA            )  
  )ss.  
COUNTY OF GAGE             )

On this \_\_\_\_ day of June, 2025 before me appeared Mike McLain, to me personally known, who being by me duly sworn (or affirmed), did say that he is an authorized representative of the City of Beatrice, a municipal corporation, and the instrument was signed on behalf of the City of Beatrice by due authority and said authorized representative acknowledged said instrument to be the free act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the Parish and State aforesaid, the day and year first above written.

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

My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the Effective Date.

**BORROWER:**

**[Borrower],**

a \_\_\_\_\_

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

Name: [\_\_\_\_\_]

Title: [\_\_\_\_\_]

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of [month], [year] before me appeared [\_\_\_\_\_], to me personally known, who being by me duly sworn (or affirmed), did say that he is the managing member of [\_\_\_\_\_] LLC, [\_\_\_\_\_], and the instrument was signed on behalf of such company by due authority and said authorized representative acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the Parish and State aforesaid, the day and year first above written.

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

My commission expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and effective as of the Effective Date.

**INVESTOR MEMBER:**

**[Investor],**  
a \_\_\_\_\_

By: \_\_\_\_\_  
Name:  
Title:

STATE OF LOUISIANA    )

PARISH OF ORLEANS    )

On this \_\_\_\_ day of [month], [year] before me appeared [\_\_\_\_\_], to me personally known, who being by me duly sworn (or affirmed), did say that he is the managing member of [\_\_\_\_\_] LLC, [\_\_\_\_\_], and the instrument was signed on behalf of such company by due authority and said authorized representative acknowledged said instrument to be the free act and deed of said company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

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

My commission expires:



**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax:  
402.228.2312

**ENGINEERING & COMMUNITY  
DEVELOPMENT**

205 North 4<sup>th</sup> Street | Beatrice, NE  
68310

Phone: 402.228.5250 Fax:  
402.228.5252

May 29, 2025

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

RE: Recommendation for Award of Contract

Dempster Industries Asbestos Abatement

Dear Council Members,

Bids were received on May 22<sup>nd</sup>, 2025, at 11:00 AM for the above referenced project. This letter has been prepared to summarize the bids received and provide recommendation for awarding the bid for this project. A bid tabulation has been prepared and is attached for your reference.

A total of 7 bids were submitted for the project. I, Chet McGrury, recommend the Dempster Industries Asbestos Abatement project be awarded to McGill Asbestos Abatement LLC, located in Omaha, Nebraska, for the amount of \$148,750.00.

Sincerely,

Chet McGrury  
Community Development Director

Attachments: Bid tabulation





**MEMORANDUM**

**To:** File

**Date Submitted:** May 22, 2025

**From:** Chelsea Guiffre  
Community Development  
Administrative Assistant

**For Agenda of:**

**Subject:** 711 S 6th Street: Asbestos Bids

**Exhibit(s):** Q & R

---

On May 22nd, 2025 at 1100 hours, sealed Asbestos Removal Bids were opened for 711 S 6th Street. Present and witnessing were: Tobias Tempelmeyer, Chet McGrury and Chelsea Guiffre.

The bids were opened in the following order for the amount shown:

Bockmann Inc: \$42,600  
McGill Asbestos Abatement: \$7,950  
Jamco Abatement: \$8,760  
New Horizon: \$3,500  
O'Neill Transportation: \$13,500  
Great Plains Asbestos: \$53,400  
ABC Abatement Company: \$5,200



2

# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**To:** File

**Date Submitted:** May 22, 2025

**From:** Chelsea Guiffre  
Community Development  
Administrative Assistant

**For Agenda of:**

**Subject:** 711 S 6th Street: Asbestos Bids

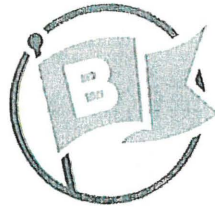
**Exhibit(s):** Q, I & J

---

On May 22nd, 2025 at 1100 hours, sealed Asbestos Removal Bids were opened for 711 S 6th Street. Present and witnessing were: Tobias Tempelmeyer, Chet McGrury and Chelsea Guiffre.

The bids were opened in the following order for the amount shown:

Bockmann Inc: \$88,900  
McGill Asbestos Abatement: \$18,930  
Jamco Abatement: \$21,890  
New Horizon: \$13,625  
O'Neill Transportation: \$128,500  
Great Plains Asbestos: \$76,200  
ABC Abatement Company: \$14,500



STAKE  
YOUR  
CLAIM

3

# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**To:** File

**Date Submitted:** May 22, 2025

**From:** Chelsea Guiffre  
Community Development  
Administrative Assistant

**For Agenda of:**

**Subject:** 711 S 6th Street: Asbestos Bids

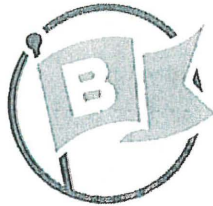
**Exhibit(s):** Q, R, I & J

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On May 22nd, 2025 at 1100 hours, sealed Asbestos Removal Bids were opened for 711 S 6th Street. Present and witnessing were: Tobias Tempelmeyer, Chet McGrury and Chelsea Guiffre.

The bids were opened in the following order for the amount shown:

Bockmann Inc: \$120,400  
McGill Asbestos Abatement: \$21,740  
Jamco Abatement: \$27,480  
New Horizon: \$15,312.50  
O'Neill Transportation: \$153,000  
Great Plains Asbestos: \$116,000  
ABC Abatement Company: \$18,000



STAKE  
YOUR  
CLAIM

# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## MEMORANDUM

**To:** File

**Date Submitted:** May 22, 2025

**From:** Chelsea Guiffre  
Community Development  
Administrative Assistant

**For Agenda of:**

**Subject:** 711 S 6th Street: Asbestos Bids

**Exhibit(s):** A,B,C,I,J,K,L,M,N,P,Q,R&S

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On May 22nd, 2025 at 1100 hours, sealed Asbestos Removal Bids were opened for 711 S 6th Street. Present and witnessing were: Tobias Tempelmeyer, Chet McGrury and Chelsea Guiffre.

The bids were opened in the following order for the amount shown:

Bockmann Inc: \$511,300  
McGill Asbestos Abatement: \$148,750  
Jamco Abatement: \$197,340  
New Horizon: \$189,670  
O'Neill Transportation: \$295,000  
Great Plains Asbestos: \$452,100  
ABC Abatement Company: \$174,000

# Supplemental map A



-  Identified structures for quote
-  Previously demolished
-  Destroyed by fire

