

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



Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **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 June 16, 2025, as on file in the City Clerk's Office.
 - 3.e. Approval of Treasurer's Report of Claims in the amount of \$554,024.06.
 - 3.f. Approval of BASWA Report of Claims in the amount of \$82,128.50.
 - 3.g. Approval of BPW Report of Claims in the amount of \$1,510,993.21.
 - 3.h. Refer claim of Timothy Fugett regarding damages to his personal property to City Attorney and City Insurance carrier for review and disposition.
 - 3.i. Approval of Change Order #1 increase in the amount of \$100,000.00 to Fossler Excavating for the Lincoln and Paddock Elementary School demolitions.
 - 3.j. Award of bid for the 4th and 5th Street Downtown Improvement Project - 2025 to R.L. Tiemann Construction in the amount of \$98,921.68.
 - 3.k. Resolution Number 7575 executing Amendment #1 to Master Agreement Work Order No. 2 between the City and Olsson, Inc., to retain Olsson, Inc., to add construction administrative services for the construction phase of the City's Water Main Crossing Replacement Project for the West Court Street Bridge, as recommended by the Board of Public Works.
 - 3.l. Resolution Number 7576 executing the Master Services Agreement between the City and Caselle for accounting services and the addition of Check on Demand software, Maintenance Orders software, and cloud services for all current Caselle applications used by the City, as recommended by the Board of Public Works.
 - 3.m. Resolution Number 7577 executing the Cost of Service and Rate Design Study Proposal, and any and all documents necessary to retain JK Energy Consulting, LLC, for professional services to conduct a cost of service and rate design study of the City's electric rate structure, as recommended by the Board of Public Works.
 - 3.n. Resolution Number 7578 executing a Hangar Lease with Lloyd Wright for the purpose of leasing Hangar C-8 located at the Beatrice Municipal Airport.
 - 3.o. Resolution Number 7579 executing Hangar Lease with Allen Minick for the purpose of leasing Hangar E-4 located at the Beatrice Municipal Airport.

- 3.p. Resolution Number 7580 executing the OAP Amendment Number 4 and HDHP Amendment Number 4 to the City of Beatrice/Board of Public Works Employee Health Plan.
- 3.q. Resolution Number 7581 executing any and all documents accepting the Nebraska Commission on Law Enforcement and Criminal Justice's Justice Assistance Grant (JAG) Program for the purpose of purchasing license plate readers for Beatrice Police vehicles, Grant #109-2026-DA3000.
- 3.r. Resolution Number 7582 executing a General Release and any and all other documents necessary to release and discharge Northgate Investment Co., LLC, from any and all actions, claims and demands whatsoever the City ever had or may have regarding the Subdivision Improvement Agreement, as amended, and to terminate said Agreement between the City and Northgate Investment Co., LLC, as amended.
- 3.s. Resolution Number 7583 executing the General Release, Request for Reconveyance, and the Deed of Reconveyance, along with all other necessary documents to release and discharge Landmark Snacks, LLC, and Chad A. Lottman and Courtney A. Lottman, regarding their LB840 Loan Agreement.
- 3.t. Resolution Number 7584 forgiving \$10,000.00 of the original principal amount of the LB840 Economic Development Loan to Nixon Restaurant and Property, Inc., and Sam Nixon.
- 3.u. Resolution Number 7585 executing any and all documents necessary to terminate Contract No. 23-11-354 for the EDA Tourism Grant Program, including but not limited to, the Acknowledgement of Receipt and Mutual Agreement to Termination of Contract.
4. **DISCUSSIONS/REPORTS**
 - 4.a. Presentation regarding the City serving as the conduit for issuance of tax-free bonds for a 501(c)(3) – *Steve Likes*
5. **PUBLIC HEARINGS/BIDS**
 - 5.a. Public Hearing for the purpose of considering declaring an area to be substandard and blighted and to consider adopting a redevelopment plan for Redevelopment Area #13.
6. **RESOLUTIONS**
 - 6.a. Resolution Number 7586 declaring Redevelopment Area #13 to be a substandard and blighted area in need of redevelopment as defined in Neb. Rev. Stat. §18-2103.
 - 6.b. Resolution Number 7587 adopting the Redevelopment Plan for Redevelopment Area #13.
 - 6.c. Resolution Number 7588 executing any and all documents necessary between the City and Lottman Excavating to accept the bid for the Chautauqua Park Pickleball Terrace Seating Project – 2025 and Change Order #1 extending the completion time frame from thirty (30) days to forty-five (45) days.
7. **ORDINANCES**
 - 7.a. Ordinance adding Section 7-9, regarding applicability of codes based on commencement date; adding Section 7-14 regarding access boxes; and

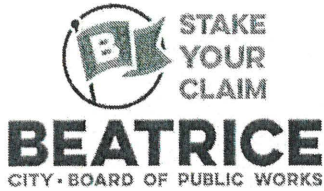
amending Sections 7-7, 7-10, 7-11, 7-20, 7-21, 7-30, 7-31, 7-60, 7-61, 7-70, 7-71, 7-90, 7-91, 7-201, 7-202; and amending 7-316 and 7-317 to adopt the International Building Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Energy Conservation Code, the International Property Maintenance Code, the International Fuel Gas Code, and the International Existing Building Code, 2021 Edition, published by the International Code Council with amendments.

7.b. Ordinance amending Section 9-86 of the Beatrice City Code regarding the location and capacity of aboveground storage tanks and to repeal Sections 9-87 through 9-105, inclusive, of the Beatrice City Code.

8. **PUBLIC FORUM**

9. **MISCELLANEOUS**

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



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

JUNE 16, 2025

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 16th day of June, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on June 11, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

ROLL CALL

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

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.

Mayor Morgan recognized Doug Kennedy, KWBE News Director, on his forty-five (45) years with KWBE. Mayor Morgan thanked Kennedy for his dedication to the community and reporting on City business. Kennedy will be retiring July 3, 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 June 2, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,426,665.79.
- f. Approval of BASWA Report of Claims in the amount of \$243,353.55.
- g. Approval of Pay Request #5 in the amount of \$190,189.22, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- h. Approval of Change Order #1 increase in the amount of \$14,716.00 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements, as recommended by the Board of Public Works.
- i. Approval of Pay Request #2 in the amount of \$146,187.25 to Philip Carkoski Construction and Trenching for Lift Station #6 Rehabilitation Project, as recommended by the Board of Public Works.
- j. Resolution Number 7571 executing an Agreement between the City and SewerAI for the provision of software designed for sewer and stormwater inspection data management, as recommended by the Board of Public Works.

- k. Resolution Number 7572 reappointing Tracy Hartley to the Community Redevelopment Authority.
- l. Resolution Number 7573 reappointing Brandy Coffin to the Beatrice Library Advisory Board.
- m. Resolution Number 7574 executing the First Amendment to the Lease dated October 7, 2024, between the City and Randy Essink, to extend the term of the Lease to August 31, 2025.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

There were no resolutions.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

No one appeared during public forum.

DISCUSSIONS/REPORTS

There were no discussions/reports.

ADJOURNMENT

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

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 6:06 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Bob Morgan, Mayor

City Claims approved as follows: (Abbreviations for this legal are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies: Abbott Portable Toilets, Se, \$125.00; Ackerman Lock & Key, Se, Su, \$290.80; American Legion, Su, \$349.80; Aqua-Chem, Inc, Su, \$1,796.20; Arbor Ink, Su, \$104.98; Auto

Repair Plus, Se, Su, \$1,988.56; Autozone, Su, \$7.21; Baker And Taylor, Ex, \$247.17; Barnes And Noble Bookstores Inc, Ex, \$101.53; Beatrice Area Solid Waste Agnc, Re, \$110,487.50; Beatrice Community Hospital, Se, \$382.50; Beatrice Fire Protection Llc, Se, Su, \$399.33; Beatrice Iron And Metal Co, Su, \$742.32; Beatrice Sand And Gravel, Su, \$1,828.84; Beatrice Valvoline Express Care, Se, Su, \$84.51; Black Hills Energy, Se, \$75.11; Board Of Public Works, Re, \$16,191.56; Bomgaars Supply Inc, Su, \$1,318.61; Bound Tree Medical Llc, Su, \$4,134.24; Bryan's Auto Body, Se, Su, \$7,091.03; Buchheit, Su, \$70.33; Caleb Allen, Se, \$1,340.00; Cardmember Service, Ex, Fe, Se, Su, \$22,176.24; Carpenter Paper Co, Su, \$116.09; Cash-Wa Distributing, Su, \$3,305.07; Caspers Construction Co. Inc, SU, \$240.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$33.48; City Motor Supply, Su, \$13.99; City Self Insured Health Plan, Re, \$226,000.00; City Treas. Petty Cash, Re, \$90.00; City Treasurer, Re, \$47,098.65; Colgrove, Casey, Re, \$19.00; Column Software Pbc, Fe, \$9.06; Das State Acctg-Central Finance Ocio, Se, \$307.20; Datashield Corporation, Se, \$54.53; David City, Re, \$210.00; Diamond T Truck And Trailer, Su, \$79.80; Diode Communications, Se, \$404.95; Eakes, Inc, Su, \$138.97; Essink, Hannah, Re, \$53.73; Farmers Cooperative, Se, Su, \$5,588.67; Fastenal Company, Su, \$80.94; First Wireless Inc, Se, \$165.00; Firststar Fiber Inc, Se, \$5,150.32; Fossler Excavating, Ex, \$198,807.00; Gage County Eqpt Inc, Su, \$519.44; Gage County Register Of Deeds, Fe, \$16.00; Galls Llc, Su, \$221.84; Gb Auto Service Inc, Se, Su, \$84.00; Hanna-Keelan Associates Inc, Ex, \$9,500.00; Harre, Matthew, Re, \$73.91; Hawkins, Debbie, Re, \$100.00; Hometown Leasing, Se, \$659.26; Interstate Power Systems, Inc, Se, Su, \$546.16; J And B Window And Graphics Inc, Se, \$165.00; Jeo Consulting Group Inc, Ex, \$37,302.50; Jeremy Seggerman, Re, \$1,092.26; Johnstone Supply, Su, \$53.44; Jones Automotive, Inc, Se, Su, \$360.08; Klecans Diverse Service Llc, Se, \$500.00; Lammel Plumbing Inc, Se, Su, \$837.91; Lampton Welding Supply Co., Inc, Su, \$915.92; Language Line Services, Se, \$383.31; Larry's Tire And Service Inc, Se, Su, \$322.76; Macqueen Equipment Llc, Se, Su, \$1,077.47; Main Street Beatrice Inc, Re, \$10,000.00; Mead Lumber And Rental-Beatrice, Su, \$91.98; Merchant Mcintyre & Assoc Llc, Se, \$8,000.00; Mes I Acquisition Inc, Su, \$181.00; Midwest Laboratories Inc, Se, \$14,759.30; Nebr Dept Of Motor Vehicles, Fe, \$8.20; Nebraska Dept. Of Revenue, Fe, \$213.95; Norris Public Power District, Se, \$910.00; Nutrien Ag Solutions, Su, \$577.50; Oakview Veterinary Clinic, Se, Su, \$77.61; O'reilly Auto Parts, Su, \$420.72; Paymentech, Fe, \$1,438.61; Plymouth Electric Inc, Ex, \$7,162.16; Precision Auto Tune Inc, Se, Su, \$2,087.68; Priority Printing, Su, \$164.20; Pruss Excavation Co, Ex, \$190,189.22; R.L. Tiemann Construction, Inc, Ex, \$10,354.20; Rewound Power Motors Sls And Svc Inc, Su, \$256.45; Ricoh Usa Inc, Se, \$239.66; Ricoh Usa, Inc, Se, \$118.06; Rohr Excavating Llc, Su, \$12,797.00; Rollins Inc, Se, \$140.00; Sack Lumber Company, Su, \$307.25; Sapp Brothers, Su, \$11,161.87; Scheele, Ian, Re, \$70.24; Schmale Lawn And Landscape, Se, \$2,516.00; Schuster's Outdoor And Rv Inc, Su, \$23.51; Sheridan Industries, Se, \$60.75; Sherwin-Williams Co, Su, \$139.90; Sunny Smith, Se, \$810.00; Surnali Llc, Se, \$90.00; Taylor, Randy, Re, \$75.00; Tempelmeyer, Tobias, Re, \$58.80; Tractor Supply, Su, \$19.98; Transunion Risk And Alternative, Se, \$75.00; Truck Center Companies, Su, \$367.03; Tsys Merchant Solutions, Fe, \$1,204.78; U.S. Postal Service (Postage By Phone), Su, \$2,000.00; Unifirst Corporation, Se, \$75.26; Unite Private Networks Llc, Se, \$78.38; Valentine, Paul, Re, \$32.49; Verizon Wireless, Se, \$125.89; Visa, Fe, Se, Su, \$1,041.15; Vogts Parga Construction Llc, Ex, \$664,971.36; Wahltek Inc, Se, \$2,843.13; Walker Uniform Rental, Se, \$108.82; Walmart Stores Inc, Su, \$57.21; We-Design Manufacturing & Const., Llc, Su, \$2,415.60; Westlake Ace Hardware, Su, \$189.70; Williams, Dakota, Re, \$300.00; Windstream, Se, \$424.48; Wrightsman Plbg And Heat Inc, Su, \$8.50; Xpress Bill Pay, Fe, \$643.86; Zoellner Ford-Lincoln Of Beatrice, Se, Su, \$125.42

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND					
12632	MARTIN, JULIE	REFUND	Refund f/1) child swim lessons (Jazlyn Dobesh)	06/18/2025	50.00
12635	MUMFORD, KAREN	REFUND	Refund - Call 25-0734A	06/25/2025	50.00
Total :					100.00
ADMINISTRATION					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. APR25	Reimb BPW Utilities- Apr25	05/06/2025	1,000.00
960	BEATRICE HUMANE SOCIETY	REIMB. UT. MAY25	Reimb BPW Utilities- May25	06/05/2025	1,000.00
1350	BOARD OF PUBLIC WORKS	86-11655	City Admin postage - June 2025	06/30/2025	375.16
1350	BOARD OF PUBLIC WORKS	86-11655	Ambulance postage - June 2025	06/30/2025	165.53
1034	CHARTER COMMUNICATIONS	1290027030-JUN25	Cable charges/City - June 2025	06/09/2025	12.37
12490	COLUMN SOFTWARE PBC	7FF24556-0436	Notice of Mtg - 6/16/25	05/15/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0439	Notice of Public Hearing - Redev Area #13 f/P&Z & C	05/28/2025	82.78
12490	COLUMN SOFTWARE PBC	7FF24556-0440	Ad f/Bids - 4th & 5th Downtown Impr Project	06/06/2025	29.45
12490	COLUMN SOFTWARE PBC	7FF24556-0448	Notice of CRA Mtg - 6/27/25	06/16/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0449	CC Minutes - 5/5/25	06/17/2025	221.99
12490	COLUMN SOFTWARE PBC	7FF24556-0450	CC Minutes - 5/19/25	06/17/2025	163.09
12490	COLUMN SOFTWARE PBC	7FF24556-0451	CC Minutes - 6/2/25	06/17/2025	183.48
12490	COLUMN SOFTWARE PBC	7FF24556-0452	Fair Housing Statement	06/17/2025	16.42
2940	Eakes, Inc.	9146817-0	31-cs) paper	05/29/2025	1,208.69
2940	Eakes, Inc.	9146817-0	10-cs) paper	05/29/2025	389.90
2940	Eakes, Inc.	9152970-0	1,250) blue statements f/Ambulance billing	06/16/2025	281.22
2940	Eakes, Inc.	9158295-0	highlighter, pen, binder clip, envelope, folder	06/17/2025	245.62
2940	Eakes, Inc.	9158295-1	pens	06/26/2025	26.60
3600	GAGE COUNTY COURT	06032025	CR 25-143	06/03/2025	17.00
3600	GAGE COUNTY COURT	06032025	TR 24-114	06/03/2025	17.00
3600	GAGE COUNTY COURT	06032025	TR 24-156	06/03/2025	17.00
3600	GAGE COUNTY COURT	06032025	TR 25-180	06/03/2025	1.00
3600	GAGE COUNTY COURT	06032025	TR 25-388	06/03/2025	17.00
4670	JEO CONSULTING GROUP INC	162063	Project Mgmt f/SS4A ADA Transition Plan	06/18/2025	2,965.10
4670	JEO CONSULTING GROUP INC	162063	Architectural & Structural Assessment f/SS4A ADA Tr	06/18/2025	2,079.00
12426	McMurphy, Amanda	REIMB JUN25	Reimb meal f/League Finance Conf	06/27/2025	16.02
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2025-07	Federal Funding Opportunities - Monthly Services - J	06/15/2025	8,000.00
6230	NEBRASKA DEPT ECONOMIC DEVEL	06202025	Termination/Clawback Fed Funds - Contract No. 23-1	06/20/2025	131,250.00
7380	PINNACLE BANK	MAY 2025	Internet Bank Fees	06/02/2025	53.70
7640	PRIORITY PRINTING	124956	15,000) #10 window envelope - City 45% - City Hall a	06/20/2025	393.32
7640	PRIORITY PRINTING	124956	Shipping	06/20/2025	72.80
12005	TriZetto Provider Solutions	4G14062500	Electronic Claims - 166 - May 2025	06/01/2025	102.59
12005	TriZetto Provider Solutions	4G14062500	Annual Renewal Fee	06/01/2025	300.00
Total ADMINISTRATION:					150,721.95
COMMUNITY DEVELOPMENT					
1350	BOARD OF PUBLIC WORKS	86-11655	Community Development postage - June 2025	06/30/2025	820.64
2940	Eakes, Inc.	9146817-0	6-cs) paper	05/29/2025	233.94
3680	GAGE COUNTY REGISTER OF DEEDS	06062025	Notice Hydo	06/06/2025	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	06062025	Notice Setzer	06/06/2025	10.00
2091	Ricoh USA Inc	5034890740	Copier Lease	06/26/2025	175.08
9610	VERIZON WIRELESS	6115991645	Community Development-lpad services (2)	06/13/2025	80.02
Total COMMUNITY DEVELOPMENT:					1,329.68
POLICE ADMINISTRATION					
1440	BRAGG, ROBERT	913216	Animal Control Services	06/24/2025	5,000.00
2940	Eakes, Inc.	9146817-0	18-cs) paper	05/29/2025	701.82

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total POLICE ADMINISTRATION:					5,701.82
POLICE COMMUNICATIONS					
12445	Centurylink Communications LLC	740618029	911 phones - Jun 16-Jul 15 2025	06/16/2025	1,126.34
12445	Centurylink Communications LLC	740618029	Mech Vesta Bundle May 16-Jun 15 2025 - Auburn	06/16/2025	2,253.06
11267	DAS STATE ACCTG-CENTRAL FINANC	1481831	TELETYPE- May 2025	06/11/2025	45.00
11267	DAS STATE ACCTG-CENTRAL FINANC	1483754	TELETYPE- June 2025	06/18/2025	614.40
2620	FIRST WIRELESS INC.	130467	Tower Rental	06/30/2025	165.00
11289	MOTOROLA SOLUTIONS, INC	1411185540	Annual Unlimited Storage f/6) camera systems 7/10/2	06/10/2025	5,370.00
9920	WINDSTREAM	090063150-JUN25	Crime Stoppers phone service	06/12/2025	89.31
9920	WINDSTREAM	092221690-JUN25	backup Dispatch phone line	06/18/2025	170.89
9920	WINDSTREAM	092227280-JUN25	911 Telephone Service	06/10/2025	160.53
Total POLICE COMMUNICATIONS:					9,994.53
POLICE PATROL					
1350	BOARD OF PUBLIC WORKS	86-11655	Police Dept postage - June 2025	06/30/2025	22.08
12566	DATASHIELD CORPORATION	0166674	Shredding Service - PD - June 2025	06/16/2025	54.53
2620	FIRST WIRELESS INC.	130573	3) lithium ion battery f/hand held radios	06/19/2025	401.88
3720	GALLS LLC	031604509	1) Is zippered shirt	06/11/2025	65.55
3720	GALLS LLC	031604509	2) sholder tab	06/11/2025	4.68
3720	GALLS LLC	031604509	2) uniform trouser	06/11/2025	110.22
3720	GALLS LLC	031604509	4) striping	06/11/2025	50.36
3720	GALLS LLC	031604509	Shipping	06/11/2025	14.37
4330	HULS BODY SHOP INC.	26278	TOW - Case #24-9940	06/11/2025	200.00
4330	HULS BODY SHOP INC.	26293	TOW - #5 to Precision Auto	06/16/2025	140.00
12003	Oakview Veterinary Clinic	155188	Shots f/Toro	06/12/2025	43.58
7060	O'REILLY AUTO PARTS	0749-481836	2-pk) mini bulb	06/23/2025	8.61
7060	O'REILLY AUTO PARTS	0749-482043	2) wiper blades	06/24/2025	39.62
10950	RADAR ROAD TEC	7171	11) Radar Certs	06/25/2025	440.00
9610	VERIZON WIRELESS	6115500082	ICAC Phone & Data	06/08/2025	91.00
9610	VERIZON WIRELESS	6115756273	Police AVL Cards	06/10/2025	560.24
9610	VERIZON WIRELESS	6116524456	Undercover Phones & data	06/20/2025	125.89
Total POLICE PATROL:					2,372.61
FIRE ADMINISTRATION					
11930	A T and T Mobility	287301368820X06112025	Cell service f/ Chief's Phone - Fire	06/03/2025	51.48
12056	ALL COPY PRODUCTS	39421551	Copier Rental	06/10/2025	389.54
12056	ALL COPY PRODUCTS	39421551	Copy usage - 5/5 - 6/4	06/10/2025	62.55
890	BEATRICE COMMUNITY HOSPITAL	629	BLS f/Daake	06/12/2025	10.00
12566	DATASHIELD CORPORATION	0166673	Shredding Service - Fire - June 2025	06/16/2025	54.53
2940	Eakes, Inc.	9146817-0	7-cs) paper	05/29/2025	272.93
2990	Feld Fire	INV11511	FREIGHT	06/19/2025	90.00
12599	KIEPER, KIRSTEN D	REIMB JUN25	Reimb. 9) meals f/HazMat Tech Class	06/24/2025	136.86
9610	VERIZON WIRELESS	6116490712	Cell phone service - Fire	06/20/2025	40.01
9920	WINDSTREAM	092071685-JUN25	Fire Alarm Phone Lines	06/23/2025	212.65
12465	WITMER PUBLIC SAFETY GROUP, INC	INV703247	Shipping	06/19/2025	40.88
Total FIRE ADMINISTRATION:					1,361.43
FIRE SUPPRESSION					
920	BEATRICE FIRE PROTECTION LLC	4823	Labor - Fire Extinguisher Inspection f/Fire Dept	05/30/2025	104.70
920	BEATRICE FIRE PROTECTION LLC	4823	Supplies - Fire Extinguisher Inspection f/Fire Dept	05/30/2025	60.85
12637	SAVVIK BUYING GROUP	2813	3) uniform pant	06/19/2025	191.97
12637	SAVVIK BUYING GROUP	2813	1) uniform pant	06/19/2025	63.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12637	SAVVIK BUYING GROUP	2813	1) uniform boot	06/19/2025	101.99
12637	SAVVIK BUYING GROUP	2813	discount	06/19/2025	35.79-
9610	VERIZON WIRELESS	6115756273	Fire AVL Card	06/10/2025	40.01
9610	VERIZON WIRELESS	6116490712	Cell phone service - Fire	06/20/2025	40.01
9730	WALKER UNIFORM RENTAL	1412321	SHOP TOWEL SERVICE	06/12/2025	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV703247	1) uniform boot	06/19/2025	185.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV705957	4) uniform shirt	06/25/2025	288.00
Total FIRE SUPPRESSION:					1,067.43
FIRE AMBULANCE					
890	BEATRICE COMMUNITY HOSPITAL	629	PALS f/Beavers	06/12/2025	200.00
1420	BOUND TREE MEDICAL LLC	85801933	1) snap-lok, numbered, blue	06/09/2025	54.99
1420	BOUND TREE MEDICAL LLC	85801934	2) epinephrine	06/09/2025	381.98
1420	BOUND TREE MEDICAL LLC	85801934	1) ondansetron	06/09/2025	72.99
1420	BOUND TREE MEDICAL LLC	85801934	1) norepinephrine	06/09/2025	140.99
1420	BOUND TREE MEDICAL LLC	85801934	2) lidocaine	06/09/2025	227.98
1420	BOUND TREE MEDICAL LLC	85801934	1) quickdraw suction kit	06/09/2025	281.85
1420	BOUND TREE MEDICAL LLC	85801934	1) hi-flow suction canister	06/09/2025	244.32
1420	BOUND TREE MEDICAL LLC	85801934	1) quick-step AED pad	06/09/2025	259.99
1420	BOUND TREE MEDICAL LLC	85801934	8) quickclot combat guaze	06/09/2025	340.72
1420	BOUND TREE MEDICAL LLC	85801934	8) CAT tourniquet	06/09/2025	284.24
1420	BOUND TREE MEDICAL LLC	85801935	1) midazolam	06/09/2025	24.29
1420	BOUND TREE MEDICAL LLC	85801935	misc	06/09/2025	11.95
1420	BOUND TREE MEDICAL LLC	85810393	1) 1-gal disinfectant/cleaner	06/16/2025	355.96
1420	BOUND TREE MEDICAL LLC	85810393	1) 24-oz disinfectant/cleaner	06/16/2025	333.48
1420	BOUND TREE MEDICAL LLC	85810393	2) sani-cloth wipe	06/16/2025	246.96
1420	BOUND TREE MEDICAL LLC	85810393	2) normal saline	06/16/2025	96.00
1420	BOUND TREE MEDICAL LLC	85813878	2) G3 breather w/o2 module	06/18/2025	835.98
12411	Central Community College	002063817	Summer 2025 Paramedic Tuition f/Leseberg	06/11/2025	448.00
2040	CITY TREAS. PETTY CASH	P-CASH 7-7-2025	12) Meal - OTT	06/30/2025	90.00
3240	FASTENAL COMPANY	177545	12) glove	05/27/2025	24.76
5110	LAMPTON WELDING SUPPLY Co., INC	0001131559	Cylinder rent - Fire	06/30/2025	566.60
5110	LAMPTON WELDING SUPPLY Co., INC	0020230817	Medical Oxygen	06/25/2025	359.40
11905	Teleflex LLC	9510142572	2-bx) EZ-IO kit 45 mm	06/16/2025	1,330.00
11905	Teleflex LLC	9510142572	2-bx) EZ-IO kit 25 mm	06/16/2025	1,330.00
9610	VERIZON WIRELESS	6115756273	Fire AVL Card	06/10/2025	40.01
9610	VERIZON WIRELESS	6116490712	Cell phone service - Fire	06/20/2025	120.46
12465	WITMER PUBLIC SAFETY GROUP, INC	INV703247	4) IPOK patrol kit	06/19/2025	179.96
12465	WITMER PUBLIC SAFETY GROUP, INC	INV703247	3) tourniquet	06/19/2025	315.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV703247	2) GSW trauma kit	06/19/2025	119.98
12465	WITMER PUBLIC SAFETY GROUP, INC	INV705271	2) GSW trauma kit	06/24/2025	119.98
Total FIRE AMBULANCE:					9,438.82
PUBLIC PROPERTIES					
870	Beatrice Ready Mixed	1B 50159	1.41 tn) fill sand f/Chautauqua Park Campsite #1 hydr	06/17/2025	23.97
870	Beatrice Ready Mixed	1B 50208	2.54 tn) river rock f/Chautauqua campground utility b	06/23/2025	137.16
11281	Black Hills Energy	0420672199-JUN25	GAS SERVICE - Probation - June 2025	06/12/2025	48.12
11281	Black Hills Energy	3806703634-JUN25	GAS SERVICE - Fire Dept - June 2025	06/13/2025	224.15
11281	Black Hills Energy	3806703634-JUN25	GAS SERVICE - Police Dept - June 2025	06/13/2025	223.39
12095	Bomgaars Supply Inc	476739	spray f/dog run	06/19/2025	29.99
12095	Bomgaars Supply Inc	480246	31-pc) bit set	06/30/2025	24.99
7100	Buchheit	26101008	chemical f/grounds	06/26/2025	70.99
12214	Cary's Cleaning	6426	Office cleaning - June 2025 f/Library	06/24/2025	2,100.00
12214	Cary's Cleaning	6427	Office cleaning - June 2025 f/FD	06/24/2025	1,428.00
12214	Cary's Cleaning	6430	Office cleaning - June 2025 f/PD	06/24/2025	1,638.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2010	CITY MOTOR SUPPLY	910427	wiper blade f/18 Ford	06/20/2025	22.99
2010	CITY MOTOR SUPPLY	910612	blade f/saw	06/30/2025	24.86
3010	EGAN SUPPLY CO	402299	8-cs) trash bag, 12-cs) toilet paper, 4-cs) multi-fold to	06/18/2025	964.20
12180	Electronic Contracting Company Inc.	74084	Labor - R&R batteries f/alarm system	06/25/2025	1,425.86
3630	GAGE COUNTY EQPT INC.	I810371	wheel f/bobcat	06/17/2025	293.62
12221	GB Auto Service Inc	511710656	Labor - mount 2) tire f/Exmark 96	06/20/2025	20.00
12221	GB Auto Service Inc	511710656	Supplies - 2) tire f/Exmark 96	06/20/2025	153.98
4770	JOHNNY'S WELDING INC.	294666	13") 3/8" hose f/Exmark 96	06/09/2025	7.41
4770	JOHNNY'S WELDING INC.	294666	2) hose fitting f/Exmark 96	06/09/2025	37.16
4770	JOHNNY'S WELDING INC.	294666	Labor to make hose	06/09/2025	8.00
11503	Johnstone Supply	2342564	coil cleaner, refrigerant f/ac units	06/23/2025	429.73
5100	LAMMEL PLUMBING INC	83599	ball valve, union f/Chautauqua Park urinal	06/17/2025	42.97
5100	LAMMEL PLUMBING INC	83617	sloan vacuum breaker f/Riverside	06/18/2025	83.38
5110	LAMPTON WELDING SUPPLY Co., INC	0001131559	Cylinder rent - Pub. Prop.	06/30/2025	34.02
5160	LARRY'S TIRE AND SERVICE INC.	06172025	Labor - R&R tire f/skidloader	06/17/2025	70.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12184218	Labor - 4) sharpen chain	06/12/2025	38.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12209397	yellow traffic paint f/Senior Center	06/18/2025	72.94
5690	MEAD LUMBER AND RENTAL-BEATRI	12216071	2) mowing heads	06/19/2025	65.98
5690	MEAD LUMBER AND RENTAL-BEATRI	12222148	3) rebar, bulk screws f/campground utility boxes	06/20/2025	43.16
5690	MEAD LUMBER AND RENTAL-BEATRI	12253605	2) cutoff wheel	06/27/2025	29.98
5690	MEAD LUMBER AND RENTAL-BEATRI	12253790	2) cutoff wheel	06/27/2025	29.98
5690	MEAD LUMBER AND RENTAL-BEATRI	862692	credit - return 2) cutoff wheel	06/27/2025	29.98-
12213	Meininger Fire Protection Inc	IN25251	Annual - Fire Sprinkler & Backflow Inspections f/Seni	06/19/2025	150.00
12213	Meininger Fire Protection Inc	IN25253	Annual - Fire Sprinkler & Fireline Backflow Inspection	06/19/2025	245.00
11729	Nutrien Ag Solutions	57316892	Chemical f/buildings, parks, Cedar school	06/16/2025	87.50
11729	Nutrien Ag Solutions	57445508	misc part f/sprayer	06/26/2025	410.00
11729	Nutrien Ag Solutions	57445530	Chemical f/grounds	06/26/2025	186.50
11729	Nutrien Ag Solutions	57459112	ground sterilant f/sidewalks, parking lots	06/27/2025	616.25
7640	PRIORITY PRINTING	124914	500) campsite envelopes	05/30/2025	158.42
12638	RANDY REVIS	4458	Mowing f/Trailhead Park - April & May 2025	05/26/2025	265.50
12638	RANDY REVIS	4459	Mowing f/Charles Park - April & May 2025	05/26/2025	476.00
12638	RANDY REVIS	4540	Mowing f/Charles Park - June 2025	06/30/2025	357.00
12638	RANDY REVIS	4541	Mowing f/Trailhead Park - June 2025	06/30/2025	147.50
8150	SACK LUMBER COMPANY	2506-087812	lumber f/Chautauqua campground utility boxes	06/19/2025	314.79
12274	Salt Valley Fence Company LLC	1490	Fence Post repairs f/Chautauqua Park Pickleball Cou	06/23/2025	1,475.00
8260	SAPP BROTHERS	IN4764642	200.7 gal ULSD #2 Dyed Summer Diesel @ 2.67502	06/12/2025	536.87
8260	SAPP BROTHERS	IN4769164	140.0 gal ULSD #2 Dyed Summer Diesel @ 2.67497	06/20/2025	374.50
8260	SAPP BROTHERS	IN4773087	80.0 gal ULSD #2 Dyed Summer Diesel @ 2.675063	06/26/2025	214.00
8370	SCHUSTER'S OUTDOOR AND RV INC.	31553	fuel cap, latch cleaner f/Exmark 72	06/09/2025	166.96
8370	SCHUSTER'S OUTDOOR AND RV INC.	31573	cover asy f/Exmark 72	06/11/2025	121.98
8370	SCHUSTER'S OUTDOOR AND RV INC.	31601	air filter	06/17/2025	24.52
8370	SCHUSTER'S OUTDOOR AND RV INC.	31601	1-gal hydro oil	06/17/2025	56.99
8370	SCHUSTER'S OUTDOOR AND RV INC.	31626	Labor - adjust valves f/Exmark 96	06/24/2025	392.00
8510	SHERWIN-WILLIAMS CO.	9657-6	Paint f/Riverside bathroom doors	06/16/2025	22.24
8510	SHERWIN-WILLIAMS CO.	9674-1	Paint f/HP	06/16/2025	50.04
12521	SUNNY SMITH	JUN9 2025 - JUN27 2025	Office cleaning f/Aud offices	06/27/2025	675.00
12521	SUNNY SMITH	JUN9 2025 - JUN27 2025	Office cleaning f/BPW offices	06/27/2025	675.00
9260	TRACTOR SUPPLY	742349	tailgate lift assist	06/27/2025	199.99
9760	Westlake Ace Hardware	10356020	Keys f/buildings	05/23/2025	10.77
9760	Westlake Ace Hardware	10356264	garden sprayer	06/11/2025	21.59
9760	Westlake Ace Hardware	10356265	supplies f/HP irrigation	06/11/2025	24.81
9760	Westlake Ace Hardware	10356297	deck cleaner, scrub brush f/splash pad	06/13/2025	23.48
9760	Westlake Ace Hardware	10356330	2) brushes	06/17/2025	14.38
9760	Westlake Ace Hardware	10356371	ant spray f/Waterfall electrical box	06/19/2025	15.82
9760	Westlake Ace Hardware	10356465	garbage can, 2) paper towel	06/25/2025	53.97
9760	Westlake Ace Hardware	10356501	2) papertowel, 2) powerwash spray	06/27/2025	40.64

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total PUBLIC PROPERTIES:					18,422.01
PP-WATER PARK					
5920	AMANDA MORGAN	REIMB SUIT 2025	Reimb. swimsuit f/Brooke - 2025	06/30/2025	52.00
11323	AQUA-CHEM, INC.	00208759	Chemicals f/ Pool	06/18/2025	1,455.00
12095	Bomgaars Supply Inc	473931	coated cable f/slide	06/12/2025	13.65
12095	Bomgaars Supply Inc	473940	cable	06/12/2025	15.99
12095	Bomgaars Supply Inc	475522	bulk fasteners f/gate	06/16/2025	1.63
12633	BUSS, DAWN	REIMB SUIT 2025	Reimb. swimsuit f/2025	06/12/2025	75.00
1740	CASH-WA DISTRIBUTING	14653099	concessions	06/13/2025	1,114.14
1740	CASH-WA DISTRIBUTING	14656560	concessions	06/17/2025	1,484.24
1740	CASH-WA DISTRIBUTING	14656562	concessions	06/17/2025	132.45
1740	CASH-WA DISTRIBUTING	14660628	concessions	06/20/2025	934.78
1740	CASH-WA DISTRIBUTING	14663854	concessions	06/24/2025	1,034.80
1740	CASH-WA DISTRIBUTING	14668580	concessions	06/27/2025	348.00
1740	CASH-WA DISTRIBUTING	14668581	concessions	06/27/2025	458.44
1740	CASH-WA DISTRIBUTING	CM3838884	Credit f/concessions	06/18/2025	75.90-
2940	Eakes, Inc.	9160314-0	4) soap foam	06/19/2025	236.80
7280	PEPSI COLA OF LINCOLN	1100374455	CONCESSIONS	06/19/2025	840.10
8150	SACK LUMBER COMPANY	2506-085635	sealant f/slide	06/12/2025	10.99
9700	WALMART STORES INC.	03869	concession	06/18/2025	9.96
9700	WALMART STORES INC.	03869	15) swim tubes	06/18/2025	37.05
9700	WALMART STORES INC.	05050-FY25	8) swim tubes	06/16/2025	19.76
9760	Westlake Ace Hardware	10356209	p-trap, bulk fasteners f/pool drain	06/06/2025	8.63
9920	WINDSTREAM	090051577-JUN25	Water Park phone service - June 2025	06/12/2025	119.46
Total PP-WATER PARK:					8,326.97
LIBRARY					
730	Baker and Taylor	2039124130	9) Titles & Freight	06/09/2025	111.36
730	Baker and Taylor	2039126313	6) Titles & Freight	06/10/2025	112.10
780	BARNES AND NOBLE BOOKSTORES I	4650809	11) Titles	06/04/2025	202.29
780	BARNES AND NOBLE BOOKSTORES I	5814	5) Titles	06/23/2025	117.59
780	BARNES AND NOBLE BOOKSTORES I	5814	21) Titles	06/23/2025	243.01
12490	COLUMN SOFTWARE PBC	7FF24556-0404	Notice of Library Advisory Board Mtg - 4/18/24	04/04/2025	9.63
2940	Eakes, Inc.	9146817-0	5-cs) paper	05/29/2025	194.95
11255	Reef Tectonics, Inc.	42568	Regular Aquarium Maintenance	06/14/2025	73.00
11831	Sheldon Museum of Art	11772467	Virtual field trip; Art of Ancient Sea Monsters	06/09/2025	125.00
9920	WINDSTREAM	092151344-JUN25	Library Phone Service	06/25/2025	102.11
Total LIBRARY:					1,291.04
Total GENERAL FUND:					210,128.29
STREET FUND					
STREET FUND					
870	Beatrice Ready Mixed	B1 730988	.50cy)Ndot EX-Fill 10" @138.00	06/05/2025	69.00
870	Beatrice Ready Mixed	B1 731516	7cy)47BTYPE13500PRI@201.50 (6/monroe)	06/10/2025	1,410.50
870	Beatrice Ready Mixed	B1 731810	2.50cy)47B1S383500HW @192.50/Scott & S 7th	06/12/2025	481.25
870	Beatrice Ready Mixed	B1 731922	8.50cy)47B1S383500HW @192.50 (scott/8)	06/16/2025	1,636.25
1350	BOARD OF PUBLIC WORKS	1131.01-JUL25	Share BUILDING REPAIR FUND	07/01/2025	250.00
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAY25	124.73)Diesel @2.6749	05/30/2025	333.64
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAY25	417.06) Diesel @2.6750	05/30/2025	1,115.64
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAY25	141.35)Unleaded@2.6480	05/30/2025	374.29
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAY25	170.87)Unleaded @2.6480	05/30/2025	452.46
1350	BOARD OF PUBLIC WORKS	1456.00-JUL25	Engineering Services	07/01/2025	5,530.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1350	BOARD OF PUBLIC WORKS	1905.00-JUL25	SHARE TELEPHONE SERVICES	07/01/2025	150.00
12095	Bomgaars Supply Inc	478938	1)Loaded bAll Mount @41.99	06/26/2025	41.99
2060	CITY SELF INSURED HEALTH PLAN	JUL25-STREET	Street Dept Health Insurance Funding	07/01/2025	18,000.00
2080	CITY TREASURER	ATTY-JUL25	Attorney Service - street	07/01/2025	827.00
2080	CITY TREASURER	GM-JUL25	GM SALARY - STREET	07/01/2025	1,590.00
3210	FARMERS COOPERATIVE	2265-JUN25	21.19 gal Dyed diesel	06/30/2025	52.48
3210	FARMERS COOPERATIVE	2265-JUN25	25.0170 gal Super E89	06/30/2025	72.92
3210	FARMERS COOPERATIVE	2265-JUN25	42.0430 gal Dyed Diesel	06/30/2025	120.62
12221	GB Auto Service Inc	511710722	labor - 1) flat repair	06/24/2025	25.00
12591	Interstate Power Systems, Inc	R023063031 01	Labor-AC system	06/16/2025	1,856.25
12591	Interstate Power Systems, Inc	R023063031 01	1)Shaft AS @182.29	06/16/2025	182.92
12591	Interstate Power Systems, Inc	R023063031 01	1)Compressor @1706.79	06/16/2025	1,706.79
12591	Interstate Power Systems, Inc	R023063031 01	1)Belt @121.53	06/16/2025	121.53
12591	Interstate Power Systems, Inc	R023063031 01	Service - DTS	06/16/2025	266.74
12591	Interstate Power Systems, Inc	R023063031 01	Service - shop supplies	06/16/2025	129.74
12591	Interstate Power Systems, Inc	R023063031 01	Parts-Freight	06/16/2025	98.96
12591	Interstate Power Systems, Inc	R023063359 01	Labor-AC system	06/16/2025	281.25
12591	Interstate Power Systems, Inc	R023063359 01	Service- DTS	06/16/2025	40.42
12591	Interstate Power Systems, Inc	R023063359 01	Service - shop supplies	06/16/2025	19.69
12591	Interstate Power Systems, Inc	R023063365 01	Labor - IPR/IPC Sensor	06/25/2025	900.00
12591	Interstate Power Systems, Inc	R023063365 01	1)ICP Sensor @185.40	06/25/2025	185.40
12591	Interstate Power Systems, Inc	R023063365 01	1)Camshaft Sensor@53.46	06/25/2025	53.46
12591	Interstate Power Systems, Inc	R023063365 01	1)Regulator@378.48	06/25/2025	378.48
12591	Interstate Power Systems, Inc	R023063365 01	Service- DTS	06/25/2025	129.33
12591	Interstate Power Systems, Inc	R023063365 01	Service - shop supplies	06/25/2025	63.00
4670	JEO CONSULTING GROUP INC	161516	Project Mgmt & Admin f/Industrial Park Storm Deten	05/30/2025	536.25
4670	JEO CONSULTING GROUP INC	161516	Conceptual Grading f/Industrial Park Storm Detention	05/30/2025	3,532.50
4670	JEO CONSULTING GROUP INC	161516	Preliminary & Final Platting f/Industrial Park Storm De	05/30/2025	3,447.50
4670	JEO CONSULTING GROUP INC	161599	Construction Administration f/Lincoln Street Improve	05/31/2025	2,398.75
4670	JEO CONSULTING GROUP INC	161599	Resident Project Representation f/Lincoln Street Impr	05/31/2025	5,625.00
4670	JEO CONSULTING GROUP INC	162086	Task #2 - Post-Construction Stormwater Management	06/19/2025	2,925.00
4770	JOHNNY'S WELDING INC.	276539	18)inches of 1/2" hose @.60	05/26/2025	10.80
4770	JOHNNY'S WELDING INC.	276539	1)8G-10FJX Hose Fitting @18.95	05/26/2025	18.95
4770	JOHNNY'S WELDING INC.	276539	1)8G-6FJX Hose Fitting@18.25	05/26/2025	18.25
4770	JOHNNY'S WELDING INC.	276539	Labor to make hose	05/26/2025	8.00
5110	LAMPTON WELDING SUPPLY Co., INC	0001131559	Cylinder rent - Street	06/30/2025	22.68
5160	LARRY'S TIRE AND SERVICE INC.	1581-31	Labor - 1) tire repair-skid steer	06/12/2025	40.00
11867	MacQueen Equipment LLC	P15640	3)Wire 75# Bulk @184.62/split	06/30/2025	276.93
11867	MacQueen Equipment LLC	P15640	3)Wire 75# Bulk @184.62/split	06/30/2025	276.93
12532	Martin Resource Management	1632921	125 gal) Tac Oil @2.75/gal	06/13/2025	343.75
5690	MEAD LUMBER AND RENTAL-BEATRI	12174080	3)Great Stuff Gaps & Cracks@7.29	06/10/2025	21.87
5690	MEAD LUMBER AND RENTAL-BEATRI	12174080	2)SL01 Filler,Concrete Jnt @29.99	06/10/2025	59.98
5690	MEAD LUMBER AND RENTAL-BEATRI	12176989	4)Great Stuff Gaps & Cracks@7.29	06/11/2025	29.16
5690	MEAD LUMBER AND RENTAL-BEATRI	12177453	4)SL01 Filler,Concrete Jnt @29.99	06/11/2025	119.96
5690	MEAD LUMBER AND RENTAL-BEATRI	12183851	5)2x12-12 HF Select Struct @25.41	06/12/2025	127.05
11729	Nutrien Ag Solutions	57020938	15 ga) MEC Aminie-D 2x2.5ga@38.50	05/20/2025	577.50
6980	OLSSON INC	542000	Design Services f/Ella St; 3rd to 2nd	06/25/2025	4,429.50
7060	O'REILLY AUTO PARTS	0749-481877	1)Wrench@11.49	06/24/2025	11.49
7060	O'REILLY AUTO PARTS	0749-481877	2)Wiper Blade @11.10	06/24/2025	22.20
7060	O'REILLY AUTO PARTS	0749-481877	1)Battery @56.93	06/24/2025	56.93
7060	O'REILLY AUTO PARTS	0749-481877	core charge	06/24/2025	10.00
7060	O'REILLY AUTO PARTS	0749-481877	core exchange	06/24/2025	10.00
12393	Rollins Inc	279444339	Pest Control Standard f/Street -June25	06/25/2025	65.00
8370	SCHUSTER'S OUTDOOR AND RV INC.	31606	2)spk, blade notched 24.5@39.94	06/18/2025	79.88
8370	SCHUSTER'S OUTDOOR AND RV INC.	31606	1)spk, Blade Extreme 2-24.50@34.99	06/18/2025	34.99
8370	SCHUSTER'S OUTDOOR AND RV INC.	31638	freight	06/26/2025	25.00
8370	SCHUSTER'S OUTDOOR AND RV INC.	31638	1)Kit,Starter-electric @217.50	06/26/2025	217.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12392	Stoney Brooks	853466	Replaced Line/Moved Heads @ Jimmy John's line for	06/16/2025	310.00
9260	TRACTOR SUPPLY	447351	1)ShkSpr 105x180ft Blstc twst @19.99	06/20/2025	19.99
9260	TRACTOR SUPPLY	447870	10)Trv Extreme Duty Grease@5.99	06/24/2025	59.90
9520	VAN DIEST SUPPLY CO.	235503	50 gal Perm-X ULV 4-4 2x2.5@43.20	06/23/2025	2,160.00
Total STREET FUND:					66,856.19
Total STREET FUND:					66,856.19
CDBG Fund					
CDBG-GRANTS					
12610	JASON AND JESSICA HARTIG	CDBG 23-DTR-002 - #4	CDBG 23-DTR-002 - 14E Commercial Rehab	06/27/2025	19,474.89
11746	Southeast Nebr Development District	23-DTR-002 #4	CDBG-23-DTR-002 - 21A GA & 14E	06/27/2025	5,320.00
Total CDBG-GRANTS:					24,794.89
Total CDBG Fund:					24,794.89
AIRPORT FUND					
AIRPORT-GENERAL					
11281	Black Hills Energy	2208569044-JUN25	Airport Gas Service	06/09/2025	95.64
12217	Hughey and Phillips	81700	2) light engine, 861e, red/red w/artic	06/19/2025	467.00
12217	Hughey and Phillips	81700	2) light engine, 861e, red/green w/artic	06/19/2025	706.23
6170	STATE OF NEBRASKA	1480951	MONTHLY AWOS/VOR	06/01/2025	818.33
9760	Westlake Ace Hardware	10356442	tire plug kit	06/24/2025	10.79
Total AIRPORT-GENERAL:					2,097.99
AIRPORT-CAPITAL IMPROVEMENTS					
1080	ALFRED BENESCH AND COMPANY	25E-PROJ21	Reconstruct Taxiway C & Apron	04/20/2025	6,355.33
1080	ALFRED BENESCH AND COMPANY	26E-PROJ21	Reconstruct Taxiway C & Apron	05/18/2025	29,881.18
Total AIRPORT-CAPITAL IMPROVEMENTS:					36,236.51
Total AIRPORT FUND:					38,334.50
BEATRICE AREA SOLID WASTE AGNC					
BASWA					
980	BEATRICE IRON AND METAL CO	106294	2) filter f/Brown Bear	06/25/2025	123.24
3049	Beatrice Sand and Gravel	S1 205960	71.57 tn) 2" - 3" screen rock	06/25/2025	1,810.72
3049	Beatrice Sand and Gravel	S1 205960	43.33 tn) 1" crusher rock	06/25/2025	901.27
12095	Bomgaars Supply Inc	478119	measuring wheel, marking flag	06/23/2025	68.48
12095	Bomgaars Supply Inc	479052	spot mirror f/dumptruck	06/26/2025	12.99
3119	Burns and McDonnell, Inc.	179739-3	Engineering Services f/Development of 1st Phase BA	06/17/2025	64,837.52
2940	Eakes, Inc.	9146817-0	1-cs) paper	05/29/2025	38.99
3630	GAGE COUNTY EQPT INC.	I810421	Filter, ball joint, shocks f/skidloader	06/21/2025	293.72
3630	GAGE COUNTY EQPT INC.	I810437	coupler f/skidsteer	06/24/2025	119.37
12221	GB Auto Service Inc	511710717	Labor - 1) flat repair f/dump truck	06/24/2025	54.50
12505	HARD ROCK QUARRIES LLC	5879	10.01 tn) 1 1/2" screened limestone	06/09/2025	250.25
12505	HARD ROCK QUARRIES LLC	5879	10.12 tn) 1 1/2" crusher run	06/09/2025	207.46
12591	Interstate Power Systems, Inc	R023063182.01	Labor - PM f/826	06/11/2025	843.75
12591	Interstate Power Systems, Inc	R023063182.01	Misc Charges	06/11/2025	100.00
12591	Interstate Power Systems, Inc	R023063288.01	Labor - R&R filters, ac repairs, hydraulic leak f/bobcat	06/23/2025	1,743.75
12591	Interstate Power Systems, Inc	R023063288.01	Misc Charges	06/23/2025	122.06
12591	Interstate Power Systems, Inc	R023063373.01	Labor - R&R coolant temp sensor f/963	06/24/2025	1,125.00
12591	Interstate Power Systems, Inc	R023063373.01	Supplies - coolant temp sensor f/963	06/24/2025	144.47
12591	Interstate Power Systems, Inc	R023063373.01	Misc Charges	06/24/2025	225.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12591	Interstate Power Systems, Inc	R023063373.01	Labor - LOF f/963	06/24/2025	450.00
12591	Interstate Power Systems, Inc	R023063456.01	Labor - manual regen f/826	06/24/2025	675.00
12591	Interstate Power Systems, Inc	R023063456.01	Misc Charges	06/24/2025	150.00
4770	JOHNNY'S WELDING INC.	294683	Labor - R&R cylinder f/dump truck	06/09/2025	880.00
4770	JOHNNY'S WELDING INC.	294683	Supplies - seals f/dumptruck	06/09/2025	342.26
6430	NMC, INC	CUI1494517	fuel cap asy f/D6D	06/09/2025	116.79
6430	NMC, INC	CUI1494517	filter asy, 2) fuel filter asy, lube filter asy f/D6D	06/09/2025	149.98
6430	NMC, INC	CUI1494517	cabin air filter asy f/D6D	06/09/2025	74.37
6430	NMC, INC	CUI1494517	cartridge asy f/D6D	06/09/2025	188.69
6430	NMC, INC	CUI1494517	prim element f/D6D	06/09/2025	153.57
6430	NMC, INC	CUI1494517	freight	06/09/2025	25.75
6430	NMC, INC	CUI1495453	3) fuel element f/D6D	06/11/2025	153.02
6430	NMC, INC	CUI1501235	2) seal f/963D	06/27/2025	265.47
6430	NMC, INC	CUI1501235	8) seal o-ring f/963D	06/27/2025	80.68
6430	NMC, INC	CUI1501235	power converter f/963D	06/27/2025	392.68
6430	NMC, INC	CUI1501235	switch asy f/963D	06/27/2025	301.90
6430	NMC, INC	CUI1501235	1) plug relay f/963D	06/27/2025	35.42
6430	NMC, INC	CUI1501235	freight	06/27/2025	38.30
6430	NMC, INC	CUI1501237	2) seal f/963D	06/27/2025	14.88
6430	NMC, INC	CUI1501365	2) bus bar f/963D	06/28/2025	6.46
6430	NMC, INC	CUI1501365	2) seal asy f/963D	06/28/2025	72.06
6430	NMC, INC	CUI1501366	1) seal f/963D	06/28/2025	258.03
6430	NMC, INC	SCN110566	credit - return filter asy, 2) fuel filter asy f/D6D	06/20/2025	107.52
7060	O'REILLY AUTO PARTS	0749-481954	2) oil filter f/dumptruck	06/24/2025	79.67
7060	O'REILLY AUTO PARTS	0749-481954	socket set	06/24/2025	26.99
7060	O'REILLY AUTO PARTS	0749-481955	oil filter wrench	06/24/2025	24.99
7060	O'REILLY AUTO PARTS	0749-482325	5) oil absorbant	06/25/2025	84.65
7060	O'REILLY AUTO PARTS	0749-482325	Socket, wrench	06/25/2025	21.48
8260	SAPP BROTHERS	IN4771160	1,407.0 gal ULSD #2 Dyed Summer Diesel @ 2.6749	06/24/2025	3,763.73
9730	WALKER UNIFORM RENTAL	1412324	UNIFORM SERVICE	06/12/2025	41.06
9730	WALKER UNIFORM RENTAL	1413528	UNIFORM SERVICE	06/19/2025	41.06
9730	WALKER UNIFORM RENTAL	1414775	UNIFORM SERVICE	06/26/2025	41.06
9760	Westlake Ace Hardware	10356477	hose, 2) clamp, adapter	06/25/2025	126.00
9920	WINDSTREAM	090048686-JUN25	Landfill Telephone Service	06/12/2025	137.48
Total BASWA:					82,128.50
Total BEATRICE AREA SOLID WASTE AGNC:					82,128.50
G.O. DEBT SERVICE FUND					
1390	BOND OWNER	FIRE INT 062025	Fire Station 2019 Bond Interest due 6/15/2025	06/15/2025	38,141.25
1390	BOND OWNER	FIRE INT 062025	Fire Station 2021 Bond Interest due 6/15/2025	06/15/2025	6,326.25
Total :					44,467.50
Total G.O. DEBT SERVICE FUND:					44,467.50
CAPITAL IMP FUND					
CAPITAL IMPROVEMENTS-GENERAL					
11281	Black Hills Energy	4584289228-JUN25	GAS SERVICE - 201 Cedar - June 2025	06/12/2025	51.73
11331	Constructors, Inc.	PMT 1 - FINAL	HP Mill & Overlay Project 2025	05/14/2025	71,741.84
4670	JEO CONSULTING GROUP INC	161769	Residential Development f/Paddock Site - Bidding &	06/06/2025	238.75
11746	Southeast Nebr Development District	23RCRP039-1	Administrate NDED RCRP grant f/ADA-compliant pla	03/31/2025	4,285.71
Total CAPITAL IMPROVEMENTS-GENERAL:					76,318.03

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total CAPITAL IMP FUND:					76,318.03
ECONOMIC DEVELOPMENT FUND					
11746	Southeast Nebr Development District	2526-067-3	Membership Dues - 7/1/2025 - 6/30/2026	07/01/2025	4,500.00
11746	Southeast Nebr Development District	2526-067-3	Housing Dues - 7/1/2025 - 6/30/2026	07/01/2025	3,678.00
Total :					8,178.00
Total ECONOMIC DEVELOPMENT FUND:					8,178.00
911 SURCHARGE FUND					
2080	CITY TREASURER	E911 WIRELESS-2025	E911 Wireless Transfer - 2025	06/30/2025	65,801.12
Total :					65,801.12
Total 911 SURCHARGE FUND:					65,801.12
SANITATION FUND					
980	BEATRICE IRON AND METAL CO	105380	10-lb spool	05/21/2025	53.56
980	BEATRICE IRON AND METAL CO	106103	wire stop	06/17/2025	2.60
980	BEATRICE IRON AND METAL CO	106132	springs f/compactor	06/18/2025	3.20
980	BEATRICE IRON AND METAL CO	106180	2) tie wrap	06/20/2025	24.14
980	BEATRICE IRON AND METAL CO	106234	2) headlamp, brake cleaner, connector, grote	06/23/2025	37.98
11281	Black Hills Energy	3806703634-JUN25	GAS SERVICE - MARS - June 2025	06/13/2025	82.74
1350	BOARD OF PUBLIC WORKS	86-11655	MARS postage - June 2025	06/30/2025	723.38
11220	BRETT WELLS CONSTRUCTION	1000	Labor - dumpster repairs	06/17/2025	2,600.00
2940	Eakes, Inc.	9146817-0	4-cs) paper	05/29/2025	155.96
12103	Firstar Fiber Inc	0015409-IN	May 2025 Recycling Tipping Fee	05/31/2025	5,236.05
12099	George Ulrick III Forklift Service	2981	Labor - R&R throttle cable	06/25/2025	27.50
12099	George Ulrick III Forklift Service	2981	Supplies - throttle cable	06/25/2025	29.11
4770	JOHNNY'S WELDING INC.	276508	172") 3/8" hose	05/26/2025	98.04
4770	JOHNNY'S WELDING INC.	276508	2) hose fitting	05/26/2025	42.26
4770	JOHNNY'S WELDING INC.	276508	Labor to make hose	05/26/2025	8.00
4770	JOHNNY'S WELDING INC.	276531	42") 1" hose	05/26/2025	85.26
4770	JOHNNY'S WELDING INC.	276531	2) hose fitting	05/26/2025	44.22
4770	JOHNNY'S WELDING INC.	276531	2) ferruls f/fittings	05/26/2025	54.42
4770	JOHNNY'S WELDING INC.	276531	Labor to make hose	05/26/2025	8.00
4770	JOHNNY'S WELDING INC.	279845	cold roll, bushing	05/29/2025	20.73
4770	JOHNNY'S WELDING INC.	294655	10') 1/4 x 6' flat steel	06/09/2025	45.90
4770	JOHNNY'S WELDING INC.	294655	2.5') 1/2 x 6' flat iron	06/09/2025	22.95
12084	One Source Parts, LLC	1039291	4) contura switch body	06/17/2025	138.16
7060	O'REILLY AUTO PARTS	0749-481093	3) air freshener, batteries	06/20/2025	23.56
7640	PRIORITY PRINTING	124956	15,000) #10 window envelope - MARS 30% - City Hal	06/20/2025	262.22
12393	Rollins Inc	279444340	Pest Control Standard f/MARS - June 2025	06/09/2025	75.00
8260	SAPP BROTHERS	IN4765384	1,450.0 gal ULSD #2 Clear Summer Diesel @ 2.9740	06/13/2025	4,312.30
8260	SAPP BROTHERS	IN4769165	800.0 gal ULSD #2 Clear Summer Diesel @ 2.97400	06/20/2025	2,379.20
8260	SAPP BROTHERS	IN4771158	469.1 gal ULSD #2 Clear Summer Diesel @ 2.97399	06/24/2025	1,395.10
12631	SIEDSCHLAG, TIM J	REIMB JUN25	Reimb. 2) antifreeze	06/20/2025	49.43
12348	Surnali LLC	001005CH	Pre-employment ClearingHouse - Siedschlag	06/09/2025	65.00
12348	Surnali LLC	001020CH	Pre-employment ClearingHouse - Kinport	06/16/2025	65.00
12348	Surnali LLC	24503	Pre-employment drug testing - Kinport	06/11/2025	85.00
11678	Truck Center Companies	XA108175137.01	2) Fuel filter, lube filter, air cartridge, engine air filter	04/30/2025	292.33
11678	Truck Center Companies	XA108175137.01	2) fuel filter, lube filter, air cartridge, engine air filter	04/30/2025	292.33
11678	Truck Center Companies	XA108175139.01	credit - return - 2) Fuel filter, lube filter, air cartridge, e	04/30/2025	292.33-

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11678	Truck Center Companies	XA108175139.01	credit - return - 2) Fuel filter, lube filter, air cartridge, e	04/30/2025	292.33-
11678	Truck Center Companies	XA108179133.02	Fuel water seperator	06/17/2025	21.50
11678	Truck Center Companies	XA108180719.01	seat cushion	06/23/2025	173.86
11678	Truck Center Companies	XA108180719.01	brushless motor blower	06/23/2025	138.79
11678	Truck Center Companies	XA108180719.01	receiver drier	06/23/2025	84.95
11678	Truck Center Companies	XA108180719.01	valve service kit	06/23/2025	69.39
11678	Truck Center Companies	XA108180719.01	freight	06/23/2025	42.25
11678	Truck Center Companies	XA108181623.01	air filter, oil filter	06/30/2025	56.49
11678	Truck Center Companies	XA108181624.01	air panal ventilation, air filter	06/30/2025	70.05
11678	Truck Center Companies	XA108181625.01	air panal ventilation, oil filter	06/30/2025	56.47
9610	VERIZON WIRELESS	6115756273	3) MARS tablet	06/10/2025	120.03
9760	Westlake Ace Hardware	10356339	throttle control kit f/forklift	06/17/2025	19.79

Total : 19,109.54

Total SANITATION FUND: 19,109.54

COMBINED CASH FUND

840	BEATRICE AREA SOLID WASTE AGNC	AR248-JUN25	AR 248 - pd to City - s/b BASWA	06/12/2025	36.00
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Total : 36.00

Total COMBINED CASH FUND: 36.00

Grand Totals: 636,152.56

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Adams Electrical Contractors Inc				
3785	05/21/2025	Remove Laod Controller 1220 Beaver	ELECTRIC FUND	70.00
3785	05/21/2025	Remove Load controller 1203 Crestview	ELECTRIC FUND	70.00
3785	05/21/2025	Remove 2 a/c,2 water heater Controllers 1200 Beaver	ELECTRIC FUND	280.00
3785	05/21/2025	Remove Load controller 1813 S 16th cir dr	ELECTRIC FUND	70.00
Total Adams Electrical Contractors Inc:				490.00
All Copy Products Inc				
39445047	06/13/2025	Copier Contract Konica Minolta/400 Ella/June25-split	ELECTRIC FUND	146.26
39445047	06/13/2025	Copier Contract Konica Minolta/400 Ella/June25-split	WATER FUND	146.25
39445047	06/13/2025	Copier Contract Konica Minolta/400 Ella/June25-split	WPC	146.25
557955481	06/16/2025	Copier Contract/Zab Office NE0244/JUNE25	ELECTRIC FUND	66.34
557955481	06/16/2025	Copier Contract/Zab Office NE0244/JUNE25	WATER FUND	66.33
Total All Copy Products Inc:				571.43
Altec Industries, Inc.				
13061236	06/26/2025	12)Keeper coil @12.95	ELECTRIC FUND	155.40
13061236	06/26/2025	Freight	ELECTRIC FUND	20.20
13061236	06/26/2025	Sales Tax	ELECTRIC FUND	13.17
Total Altec Industries, Inc.:				188.77
American Electric Power				
175-21559924	06/11/2025	SPP Charges for May 2025 13,175 MWH @ 38.95	ELECTRIC FUND	513,166.25
175-21559924	06/11/2025	Radiant Tech Admin Fee f/ May/ 2025 6,465.30 MWH @ 0.85	ELECTRIC FUND	5,495.51
175-21559924	06/11/2025	Congestion/lmbalance credit/chg for May 2025	ELECTRIC FUND	127,463.72
175-21559924	06/11/2025	SPP Initial Charges for May 2025	ELECTRIC FUND	137,943.83-
175-21559924	06/11/2025	SPP charges for prior months	ELECTRIC FUND	4,041.93-
175-21559924	06/11/2025	SPP settlement - Final	ELECTRIC FUND	356.04-
Total American Electric Power:				503,783.68
APX Inc				
24177	07/01/2025	Transfer Fee: Cotonwood Wind4 6/2025	ELECTRIC FUND	143.62
Total APX Inc:				143.62
Beatrice Iron and Metal				
106456	07/01/2025	2)Thrd Stud Batt@153.76	WATER FUND	307.52
106456	07/01/2025	Sales Tax	WATER FUND	23.06
Total Beatrice Iron and Metal:				330.58
Beatrice Mechanical Service, Inc.				
217501	06/19/2025	48)20x25x2 Extended Filter @5.62	WPC	269.76
Total Beatrice Mechanical Service, Inc.:				269.76
Beatrice Ready Mixed				
1B 50102	06/16/2025	7.85tn)3/4" rock@39.00 (LS#8)	WPC	306.15
B1 731017	06/06/2025	10cy)Sand Fill and Water @63.00/split	WATER FUND	338.62
B1 731017	06/06/2025	10cy)Sand Fill and Water @63.00/split	WATER FUND	338.63
B1 731557	06/11/2025	10cy)Sand Fill & Water@63.00	WATER FUND	630.00
B1 731557	06/11/2025	Sales Tax	WATER FUND	47.25
B1 731557	06/11/2025	9cy)Sand fill @ Water @63.00	WATER FUND	567.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
B1 731557	06/11/2025	Sales Tax	WATER FUND	42.53
B1 731846	06/13/2025	1.50cy)L10AE3500@188.50	WATER FUND	282.75
B1 731846	06/13/2025	Sales Tax	WATER FUND	21.21
B1 732466	06/19/2025	6cy)Sand Fill & Water @63.00	WATER FUND	378.00
B1 732466	06/19/2025	Sales Tax	WATER FUND	28.35
B1 732467	06/19/2025	2cy)L1AE3500 (300 N Commerce)	ELECTRIC FUND	377.00
B1 732467	06/19/2025	Sales Tax	ELECTRIC FUND	28.28
B1 732503	06/20/2025	.50cy)SGAE3500@188.00	WATER FUND	94.00
B1 732503	06/20/2025	Sales Tax	WATER FUND	7.05
B1 732647	06/23/2025	8cy)Sand Fill & Water@63.00	WATER FUND	504.00
B1 732647	06/23/2025	Sales Tax	WATER FUND	37.80
B1 732666	06/24/2025	7.5cy)Sand Fill & Water@63.00	WATER FUND	472.50
B1 732666	06/24/2025	Sales Tax	WATER FUND	35.44
B1 732997	06/26/2025	State Sales/Use	WATER FUND	8.67-
B1 732997	06/26/2025	City Sales/Use	WATER FUND	3.14-
B1 732997	06/26/2025	2.50CY)Sand Fill & Water @63.00	WATER FUND	157.50
B1 732997	06/26/2025	Use Tax	WATER FUND	11.81
B1 733033	06/27/2025	10cy) Sankd Fill & Water @63.00	WATER FUND	630.00
B1 733033	06/27/2025	Sales Tax	WATER FUND	47.25
Total Beatrice Ready Mixed:				5,371.31
Beatrice Valvoline Express Care				
25070100022471	07/01/2025	8)Valv Max life synblnd 0w20	ELECTRIC FUND	30.87
25070100022471	07/01/2025	1)Maxlife Syn Blend chrg	ELECTRIC FUND	20.00
25070100022471	07/01/2025	sales tax	ELECTRIC FUND	6.40
25070100022471	07/01/2025	Full Service Oil Change	ELECTRIC FUND	54.99
Total Beatrice Valvoline Express Care:				112.26
Black Hills Energy				
4320807688-JUN25	06/12/2025	Gas Bill/321 Grant Street -Jun25	WATER FUND	115.08
7743125526-JUN25	06/12/2025	Gas Bill/1300 Beaver -June25	WPC	47.64
7743125526-JUN25	06/12/2025	Gas Bill/1300 Beaver/Dewatering Bldg-June25	WPC	165.17
7743125526-JUN25	06/12/2025	Gas Bill/1831 1/2 Carlyle Street/LS#4/June25	WPC	49.93
9197736828-JUN25	06/12/2025	Gas Bill/312 Grant Street -Jun25	WATER FUND	61.03
Total Black Hills Energy:				438.85
Bomgaars Supply Inc				
373142	06/10/2025	1)Poly Rope @8.29	WPC	8.29
373142	06/10/2025	1)Poly Rope@29.99	WPC	29.99
373142	06/10/2025	3)Disposable Gloves @14.99	WPC	44.97
473567	06/11/2025	1)Recip Saw Blade Kit @19.99	ELECTRIC FUND	19.99
473567	06/11/2025	Sales Tax	ELECTRIC FUND	1.50
476027	06/17/2025	1) SillCock @9.99	WATER FUND	9.99
476027	06/17/2025	Sales Tax	WATER FUND	.75
476425	06/18/2025	.86)Bulk Bolts @2.99	ELECTRIC FUND	2.57
476425	06/18/2025	Sales Tax	ELECTRIC FUND	.19
476588	06/19/2025	1)Air Conditioner(N resv,Miox room)	WATER FUND	399.99
476588	06/19/2025	Sales Tax	WATER FUND	30.00
478306	06/24/2025	6)Teflon Tape @1.39	WATER FUND	8.34
478306	06/24/2025	3)Teflon Tape @2.79	WATER FUND	8.37
478306	06/24/2025	Sales Tax	WATER FUND	1.25
Total Bomgaars Supply Inc:				566.19

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Border States Industries, Inc				
930509430	06/04/2025	38)GUARD TRANSFORMER CEMO - 70380330 SHEDMOUNT GUARD (2	ELECTRIC FUND	343.55
930509430	06/04/2025	Shipping	ELECTRIC FUND	27.92
930533835	06/09/2025	1)Tool Repair Milwaukee	ELECTRIC FUND	1,070.16
930533850	06/09/2025	6)Bur-WBG MD6 Die Insert @50.92	ELECTRIC FUND	328.43
930533862	06/09/2025	25)LINKS FUSE PRIMARY 25 AMP SAC - 64025R1	ELECTRIC FUND	448.28
930533862	06/09/2025	25)LINK FUSE 30 AMP PRIMARY SAC - 64030R1	ELECTRIC FUND	223.87
930533862	06/09/2025	25)LINKS FUSE PRIMARY 40 AMP SAC - 64040R1	ELECTRIC FUND	224.14
930533862	06/09/2025	25)LINKS FUSE PRIMARY 50 AMP SAC - 64050R1	ELECTRIC FUND	242.69
930533882	06/09/2025	12)KICL-25688 3000356 NEMES SMOKE MIRROR LENS (2-3 WEEKS)	ELECTRIC FUND	54.06
930533894	06/09/2025	91)BUR - YC26C2 2/0 CU TAP CONN	ELECTRIC FUND	308.15
930533908	06/09/2025	14)GUARD TRANSFORMER CEMO - 70380330 SHEDMOUNT GUARD (2	ELECTRIC FUND	126.57
930558559	06/12/2025	HUTL-XC000KEQ0100-0BM9 RXR S4X FORM 8/9S GRID RXR S4x CL20	ELECTRIC FUND	12,919.35
930558559	06/12/2025	TARIFF - 9S METERS	ELECTRIC FUND	1,860.38
930568116	06/13/2025	20)1/0 - 500 STIRRUP CLAMP TYPE CHN AHLS397021E (1 WEEK)	ELECTRIC FUND	961.69
930568116	06/13/2025	Shipping	ELECTRIC FUND	38.42
930575792	06/16/2025	12)JNTC-1414L COWHIDE DRIVERS GLOVE (2-3 WEEKS)	ELECTRIC FUND	174.67
930575792	06/16/2025	12)CHN-C4060530 CLAMP PIN (2-3 WEEKS)	ELECTRIC FUND	161.38
930575811	06/16/2025	4)AFT Aerosol Foam Sealant @84.25	ELECTRIC FUND	337.00
930575811	06/16/2025	Sales Tax	ELECTRIC FUND	25.28
930583581	06/17/2025	98)BOLT MACH GALV 5/8 X 16 CHN - 8816	ELECTRIC FUND	361.35
930619175	06/23/2025	50)LINKS FUSE 65 AMP PRI. SAC - 64065R1	ELECTRIC FUND	692.84
930619175	06/23/2025	25)LINKS FUSE 80 AMP SAC - 64080R1	ELECTRIC FUND	406.09
930619186	06/23/2025	50)HOTLINE CLAMP 3/0 - 6 CHN S1530AGP HOT LINE CLAMP (2 WEEK	ELECTRIC FUND	1,112.09
930619186	06/23/2025	100)WTC-0118 4/0 WRAPLOCK	ELECTRIC FUND	996.53
930664068	06/30/2025	50)CLAMP HOT LINE CHN BC20FTP (2 WEEKS)	ELECTRIC FUND	1,056.19
930664073	06/30/2025	1)EK425LXPJB CRIMPER, 6T LI STD CJXPJ BARE (3-4 WEEKS)	ELECTRIC FUND	2,194.02
930664078	06/30/2025	6)SAC - 614200 SMU-20 FUSE UNITS 200E 34.5KV (22-24 WEEKS)	ELECTRIC FUND	1,514.98
Total Border States Industries, Inc:				28,210.08
BPW - Bldg Repair				
1131.01-JUL25	07/01/2025	Electric Building Repair Fund	ELECTRIC FUND	1,250.00
1131.01-JUL25	07/01/2025	Water Building Repair Fund	WATER FUND	850.00
Total BPW - Bldg Repair:				2,100.00
BPW - Engineering Charges				
1456.00-JUL25	07/01/2025	Water Engineering Charges	WATER FUND	3,353.00
1456.00-JUL25	07/01/2025	WPC Engineering Charges	WPC	3,353.00
Total BPW - Engineering Charges:				6,706.00
Buchheit				
26100215	06/17/2025	5)Storage Bin Large @8.99	WATER FUND	44.95
26100215	06/17/2025	Sales Tax	WATER FUND	3.37
26101004	06/26/2025	1)Female coupler Female Thread@13.99	WPC	13.99
26101004	06/26/2025	1)Reducr Bushing @3.9	WPC	3.99
Total Buchheit:				66.30
Call Management Resources				
25070123177245	07/01/2025	After Hours Call Service St	ELECTRIC FUND	46.00
25070123177245	07/01/2025	463 Min June3-30	ELECTRIC FUND	172.46
25070123177245	07/01/2025	After Hours Call Service Elec	ELECTRIC FUND	46.00
25070123177245	07/01/2025	463 Min June3-30	ELECTRIC FUND	172.47
25070123177245	07/01/2025	After Hours Call Service Water	WATER FUND	46.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
25070123177245	07/01/2025	463 Min June3-30	WATER FUND	172.47
25070123177245	07/01/2025	After Hours Call Service Sewer	WPC	46.00
25070123177245	07/01/2025	463 Min June3-30	WPC	172.47
Total Call Management Resources:				873.87
Carpenter Paper Company				
411411	06/19/2025	1cs)Cleaner hand Pg Active Force -cherry@92.85 (elec shop)	ELECTRIC FUND	92.85
411411	06/19/2025	2)Dispenser@.01	ELECTRIC FUND	.02
411411	06/19/2025	Sales Tax	ELECTRIC FUND	6.97
Total Carpenter Paper Company:				99.84
Cary D Udell				
6428	06/24/2025	Service Center Cleaning for June 2025	ELECTRIC FUND	840.00
6428	06/24/2025	Sales Tax	ELECTRIC FUND	63.00
6429	06/24/2025	Office Cleaning WPC for June25	WPC	450.00
Total Cary D Udell:				1,353.00
Caselle, Inc.				
INV-07106	06/01/2025	State Sales/Use Tax	ELECTRIC FUND	102.08-
INV-07106	06/01/2025	City Sales/Use Tax	ELECTRIC FUND	37.12-
INV-07106	06/01/2025	Contract Support & Maint - BPW	ELECTRIC FUND	1,995.20
INV-07106	06/01/2025	Contract Support & Maint-City	ELECTRIC FUND	1,856.00
Total Caselle, Inc.:				3,712.00
Charter Communications				
176175101061425	06/14/2025	Business Internet/400 Ella Street/June25	ELECTRIC FUND	107.50
176175101061425	06/14/2025	Business Internet/400 Ella Street/June25	ELECTRIC FUND	107.50
Total Charter Communications:				215.00
CINTAS LOC 749				
4233306436	06/10/2025	Uniform Cleaning/Rental WPC	WPC	42.72
4234027013	06/17/2025	Uniform Cleaning/Rental WPC	WPC	42.72
4234773345	06/24/2025	Uniform Cleaning/Rental WPC	WPC	77.78
4235567969	07/01/2025	Uniform Cleaning/Rental WPC	WPC	42.72
Total CINTAS LOC 749:				205.94
City Economic Development Fund				
ED-JUL25	07/01/2025	Economic Development Support-JUL25	ELECTRIC FUND	25,000.00
Total City Economic Development Fund:				25,000.00
City Motor Supply				
910354	06/17/2025	1)Napagold Oil filter @6.82	WPC	6.82
910354	06/17/2025	12)5w20 synthetic motor oil/spilt 8/4	WPC	63.92
910354	06/17/2025	12)5w20 synthetic motor oil/spilt 8/4	WPC	31.96
910354	06/17/2025	4)Napa 5w30 qt @7.99	WPC	31.96
Total City Motor Supply:				134.66
City Treasurer				
272-JUNE25	06/24/2025	BASWA AR pmt/Lammel Plumbing	ELECTRIC FUND	72.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
AR6382-JUN25	06/26/2025	MARS AR pmt/Kimmerling	ELECTRIC FUND	23.00
ATTY-JUL25	07/01/2025	Attorney Salary -JUL25	ELECTRIC FUND	2,583.00
ATTY-JUL25	07/01/2025	Attorney Salary -JUL25	WATER FUND	1,550.00
ATTY-JUL25	07/01/2025	Attorney Salary -JUL25	WPC	1,033.00
BILLING-JUL25	07/01/2025	Billing Office Clerk-25%Mariah-JUL25	ELECTRIC FUND	684.00
BILLING-JUL25	07/01/2025	Billing Office Clerk-25%Mariah-JUL25	WATER FUND	410.40
BILLING-JUL25	07/01/2025	Billing Office Clerk-25%Mariah-JUL25	WPC	273.60
CR-JUL25	07/01/2025	Community Relations Coord(50% of Amanda)-JUL25	ELECTRIC FUND	1,556.00
CR-JUL25	07/01/2025	Community Relations Coord(50% of Amanda)-JUL25	WATER FUND	933.60
CR-JUL25	07/01/2025	Community Relations Coord(50% of Amanda)-JUL25	WPC	622.40
FINANCE-HR-JUL25	07/01/2025	Finance/HR Salary-JUL25	ELECTRIC FUND	4,947.00
FINANCE-HR-JUL25	07/01/2025	Finance/HR Salary-JUL25	WATER FUND	2,968.20
FINANCE-HR-JUL25	07/01/2025	Finance/HR Salary-JUL25	WPC	1,978.80
GM-JUL25	07/01/2025	General Manager Salary -JUL25	ELECTRIC FUND	7,982.50
GM-JUL25	07/01/2025	General Manager Salary -JUL25	WATER FUND	4,789.50
GM-JUL25	07/01/2025	General Manager Salary -JUL25	WPC	3,193.00
Total City Treasurer:				35,600.00
Collection Associates LLC				
186-APR25	04/30/2025	Collections/April 2025	ELECTRIC FUND	197.94
186-MAY25	05/30/2025	Collections/May 2025	ELECTRIC FUND	223.60
Total Collection Associates LLC:				421.54
Column Software PBC				
7FF24556-0442	06/12/2025	Notice of Meeting 7/2/25	ELECTRIC FUND	13.02
Total Column Software PBC:				13.02
Core and Main				
X123187	06/09/2025	Freight	WATER FUND	20.89
X123187	06/09/2025	1)6" OMNI DROP-IN OMNI+ 6 T2 MEAS CHAMBER	WATER FUND	2,215.02
Total Core and Main:				2,235.91
Crim, Joshua				
CDL-2025	06/10/2025	Reimbursement CDL	WPC	32.49
Total Crim, Joshua:				32.49
DataShield Corporation				
0166672	06/16/2025	Fuel Surcharge	ELECTRIC FUND	5.03
0166672	06/16/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	22.68
0166672	06/16/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50
Total DataShield Corporation:				77.21
Dvorak Law Group LLC				
105905	06/03/2025	Epp Condemnation Proceeding-File #1008040-0002(thru 5/31/25)	WATER FUND	1,860.00
Total Dvorak Law Group LLC:				1,860.00
Eakes Office Solutions				
9146817-0	05/29/2025	Paper, LTR/split Service Center-street	ELECTRIC FUND	77.98
9146817-0	05/29/2025	State Sales/Use	ELECTRIC FUND	25.73-
9146817-0	05/29/2025	City Sales/Use	ELECTRIC FUND	9.36-

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
9146817-0	05/29/2025	Paper, LTR/split Service Center-Elec	ELECTRIC FUND	167.66
9146817-0	05/29/2025	Paper, LTR/split Bpw-Elec Billing	ELECTRIC FUND	335.31
9146817-0	05/29/2025	State Sales/Use	WATER FUND	18.88-
9146817-0	05/29/2025	City Sales/Use	WATER FUND	6.86-
9146817-0	05/29/2025	Paper, LTR/split Service Center-Wtr	WATER FUND	167.66
9146817-0	05/29/2025	Paper, LTR/split Bpw-Wtr Billing	WATER FUND	201.19
9146817-0	05/29/2025	Paper, LTR/split Bpw-WPC Billing	WPC	124.77
9154146-0	06/10/2025	3)Paper Bright white 36x300@87.99	ELECTRIC FUND	263.97
9154146-0	06/10/2025	Sales Tax	ELECTRIC FUND	19.80
9158294-0	06/17/2025	4)Pen,Security replacement@4.79	ELECTRIC FUND	19.16
9158294-0	06/17/2025	Sales Tax	ELECTRIC FUND	1.44
Total Eakes Office Solutions:				1,318.11
Echo Group, Inc.				
S011244909.001	06/10/2025	2)Polaris Conn Ins F/2@28.68 (LS#8 Elec repair)	WPC	57.36
S011248783.001	06/12/2025	10)Bur Comp Lug 1-hole 1/4" Stud@2.80(sub 8)	ELECTRIC FUND	28.00
S011248783.001	06/12/2025	Sales Tax	ELECTRIC FUND	2.10
S011248798.001	06/12/2025	1)Env Industrilal Ceiling fan 56" (wpc shop fan)	WPC	151.52
S011249089.001	06/12/2025	1)Mil Stud Magnetic tap measure @24.67	WATER FUND	24.67
S011249089.001	06/12/2025	3)Time Delay Midget Fuse 250V 3.2A@15.26	WATER FUND	45.78
S011249089.001	06/12/2025	3)Time Delay Midget Fuse 250V 5A@15.26	WATER FUND	45.78
S011249089.001	06/12/2025	Sales Tax	WATER FUND	8.72
S011249310.001	06/12/2025	30ft)Wesaco 1-5/8"x1-5/8" Strut 12ga @4.453 (sub 8)	ELECTRIC FUND	133.61
S011249310.001	06/12/2025	Sales Tax	ELECTRIC FUND	10.02
S011252468.001	06/16/2025	10)Bli 2-hole Corner Angle @3.2608(sub8)	ELECTRIC FUND	32.61
S011252468.001	06/16/2025	Sales Tax	ELECTRIC FUND	2.45
S011252758.001	06/16/2025	500ft) THHN8White@.58211 (sub wire)	ELECTRIC FUND	291.06
S011252758.001	06/16/2025	Sales Tax	ELECTRIC FUND	21.83
S011253433.001	06/16/2025	1)Bri 1" Weather head clamp @6.70 (sub 8)	ELECTRIC FUND	6.70
S011253433.001	06/16/2025	10)Bri 1" HW 1 hole strap @.7092	ELECTRIC FUND	7.09
S011253433.001	06/16/2025	Sales Tax	ELECTRIC FUND	1.03
S011255065.001	06/17/2025	4)Bri 1" Plastic bushing @.3515 (sub 8)	ELECTRIC FUND	1.41
S011255065.001	06/17/2025	4)Bri 1" Locknut@.6303	ELECTRIC FUND	2.52
S011255065.001	06/17/2025	4)Scepter PVC male Adapter 1" @.7481	ELECTRIC FUND	2.99
S011255065.001	06/17/2025	2)Sie Breaker 30A 12v Plug @10.80	ELECTRIC FUND	21.60
S011255065.001	06/17/2025	1)Sie Panel 60A MLO 2sp @56.39	ELECTRIC FUND	56.39
S011255065.001	06/17/2025	Sales Tax	ELECTRIC FUND	6.37
S011255850.001	06/17/2025	4)30A 250v Dual Element Fuse @8.60 (sub8)	ELECTRIC FUND	34.40
S011255850.001	06/17/2025	1)Sie Safety SW 30A 240V 2P Fused @69.97	ELECTRIC FUND	69.97
S011255850.001	06/17/2025	Sales Tax	ELECTRIC FUND	7.83
S011258364.001	06/18/2025	1)Sie Safety SW 30A 240V 2P Fused @69.97 (sub 8)	ELECTRIC FUND	69.97
S011258364.001	06/18/2025	Sales Tax	ELECTRIC FUND	5.25
S011259534.001	06/19/2025	2)Scepter PVC IB Body 2" @24.88	ELECTRIC FUND	49.77
S011259534.001	06/19/2025	Sales Tax	ELECTRIC FUND	3.73
S011261500.001	06/20/2025	1bg)3M vinyl Ins block fork @15.12	ELECTRIC FUND	15.12
S011261500.001	06/20/2025	1bg)3M Vinyl Ins Block Fork Term @10.16	ELECTRIC FUND	10.16
S011261500.001	06/20/2025	Sales Tax	ELECTRIC FUND	1.90
S011263765.001	06/23/2025	100)NSI Cable Tie 4" black wp@.0984	ELECTRIC FUND	9.84
S011263765.001	06/23/2025	1bg)3M Vinyl Ins Block Fork Term @10.16	ELECTRIC FUND	10.16
S011263765.001	06/23/2025	2)Bri 3/4" Locknut@.3765	ELECTRIC FUND	.75
S011263765.001	06/23/2025	4)Scepter PVC Coupling 3/4" @.2883	ELECTRIC FUND	1.15
S011263765.001	06/23/2025	2)Scepter PVC Male Adapter 3/4"@.5930	ELECTRIC FUND	1.19
S011263765.001	06/23/2025	2)Scepter PVC Elbow 90 degree 3/4" @1.5865	ELECTRIC FUND	3.17
S011263765.001	06/23/2025	20ft)PVC Sch 40 Conduit 3/4" @.3540	ELECTRIC FUND	7.08
S011263765.001	06/23/2025	Sales Tax	ELECTRIC FUND	2.50
S011263918.001	06/23/2025	1)Car TVC Cap2" @9.81	ELECTRIC FUND	9.81

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
S011263918.001	06/23/2025	Sales Tax	ELECTRIC FUND	.74
S011264042.001	06/23/2025	100)3M Mounting Base 1x1@.2706	ELECTRIC FUND	27.06
S011264042.001	06/23/2025	Sales Tax	ELECTRIC FUND	2.03
S011264839.001	06/23/2025	1)Wall Heat Shrink 48" Length @107.85	WATER FUND	107.85
S011264839.001	06/23/2025	Sales Tax	WATER FUND	8.09
S011269399.001	06/25/2025	2bg) 3 3M Vinyl Ins Block Fork Term 25/bg@10.15 (sub8)	ELECTRIC FUND	20.31
S011269399.001	06/25/2025	Sales Tax	ELECTRIC FUND	1.52
S011269399.002	06/26/2025	4)250V Class K5 one time fuse 35a@8.22 sub 8	ELECTRIC FUND	32.88
S011269399.002	06/26/2025	Sales Tax	ELECTRIC FUND	2.47
S011269445.001	06/25/2025	1)NSI Double Row Terminal Block 8@30.52 (sub8)	ELECTRIC FUND	30.52
S011269445.001	06/25/2025	Sales Tax	ELECTRIC FUND	2.29
S011270785.001	06/26/2025	1)NSI Heat Shrink@77.66	ELECTRIC FUND	77.66
S011270785.001	06/26/2025	3)Bri 1-1/2" Locknut @1.404	ELECTRIC FUND	4.21
S011270785.001	06/26/2025	3)Scepter PVC Male Adapter 1-1/2"@1.1603	ELECTRIC FUND	3.48
S011270785.001	06/26/2025	2)Scepter PVC LB Body 1-1/2" @14.1086	ELECTRIC FUND	28.22
S011270785.001	06/26/2025	10ft)PVC Sch 40 Conduit 1-1/2"@1.184	ELECTRIC FUND	11.84
S011270785.001	06/26/2025	Sales Tax	ELECTRIC FUND	9.41
S011271944.001	06/26/2025	1bg)3M Vinyl Ins Block Fork 12-10awg @15.12 sub8	ELECTRIC FUND	15.12
S011271944.001	06/26/2025	Sales Tax	ELECTRIC FUND	1.13
S011273138.001	06/27/2025	10)Bur Comp Lug 1-Hole 1/4" stud (Sub 8)	ELECTRIC FUND	30.60
S011273138.001	06/27/2025	Sales Tax	ELECTRIC FUND	2.30
Total Echo Group, Inc.:				1,695.09
Employee Benefit Account				
HEALTH INS-JUL25	07/01/2025	Engineering Health Ins	ELECTRIC FUND	6,000.00
HEALTH INS-JUL25	07/01/2025	ITC Health Ins	ELECTRIC FUND	6,000.00
HEALTH INS-JUL25	07/01/2025	Electric Health Ins	ELECTRIC FUND	26,000.00
HEALTH INS-JUL25	07/01/2025	Billing & Service-elec	ELECTRIC FUND	3,000.00
HEALTH INS-JUL25	07/01/2025	Jean & Zab-elec	ELECTRIC FUND	2,000.00
HEALTH INS-JUL25	07/01/2025	Water Health Ins	WATER FUND	20,240.00
HEALTH INS-JUL25	07/01/2025	Billing & Service-wtr	WATER FUND	1,800.00
HEALTH INS-JUL25	07/01/2025	Jean & Zab-wtr	WATER FUND	1,200.00
HEALTH INS-JUL25	07/01/2025	WPC Health Ins	WPC	9,760.00
HEALTH INS-JUL25	07/01/2025	Billing & Service-wpc	WPC	1,200.00
HEALTH INS-JUL25	07/01/2025	Jean & Zab - wpc	WPC	800.00
Total Employee Benefit Account:				78,000.00
Farmers Cooperative				
2266-JUN25	06/30/2025	Labor Tire Repair	WATER FUND	25.00
2266-JUN25	06/30/2025	Labor Tire Repair	WATER FUND	25.00
2266-JUN25	06/30/2025	1)Tube 16.9/18.4r@79.76	WATER FUND	79.76
2266-JUN25	06/30/2025	shop supplies	WATER FUND	5.00
2266-JUN25	06/30/2025	Sales Tax-outside city	WATER FUND	4.67
2266-JUN25	06/30/2025	.0440 clear deisel	WATER FUND	.13
2266-JUN25	06/30/2025	24.27 gal clear diesel	WATER FUND	72.96
2266-JUN25	06/30/2025	Service Call	WATER FUND	75.00
2266-JUN25	06/30/2025	16.9-28 dry flat repair	WATER FUND	90.00
2266-JUN25	06/30/2025	362.80 gal Dyed Diesel (Well F5 generator)	WATER FUND	928.77
2266-JUN25	06/30/2025	387.100 gal Propane (well 7 generator)	WATER FUND	630.97
2266-JUN25	06/30/2025	Sales Tax -outside city	WATER FUND	34.70
2267-JUN25	06/30/2025	16.98 gal super no lead	WPC	44.83
2267-JUN25	06/30/2025	26.8540 gal Super E89	WPC	78.28
2267-JUN25	06/30/2025	21.266 gal Super E89	WPC	61.57
2267-JUN25	06/30/2025	13.2180 gal Super No Lead	WPC	34.62
2267-JUN25	06/30/2025	19.3110 gal Super No Lead	WPC	50.58

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
2267-JUN25	06/30/2025	22.5080 gal Super No lead	WPC	58.95
2267-JUN25	06/30/2025	2.7740 gal Permium	WPC	9.60
Total Farmers Cooperative:				2,310.39
Fastenal Company				
177948	06/27/2025	25)S/S FW 7/16x1-1/4@.30	WPC	7.50
177948	06/27/2025	25)1/2"-13 s/S FHN @.40	WPC	10.00
177948	06/27/2025	10)1/2-13x2 1/2 HCS S/S @1.90	WPC	19.00
Total Fastenal Company:				36.50
GB Auto Service Inc				
511710779	06/26/2025	4)KuMH 255/70R17 tires@171.99	ELECTRIC FUND	687.96
511710779	06/26/2025	Tire Fee	ELECTRIC FUND	4.00
511710779	06/26/2025	Disposal Fee	ELECTRIC FUND	26.00
511710779	06/26/2025	4)TPMS Rebuild Kit@8.99	ELECTRIC FUND	35.96
511710779	06/26/2025	Sales Tax	ELECTRIC FUND	54.29
511710779	06/26/2025	Labor-Mount & Balance Tire @23.99	ELECTRIC FUND	95.96
Total GB Auto Service Inc:				904.17
GE Software Inc				
222749	06/30/2025	Fuel Site Modeul Monthly Service-Jun25	ELECTRIC FUND	86.00
222749	06/30/2025	State Sales/Use	ELECTRIC FUND	4.40
222749	06/30/2025	City Sales/Use	ELECTRIC FUND	1.60
Total GE Software Inc:				80.00
Grainger				
9537059553	06/11/2025	1)Transfer Pump and Battery Kit@545.88	ELECTRIC FUND	545.88
9537059553	06/11/2025	Sales Tax	ELECTRIC FUND	40.94
9540135168	06/13/2025	1)Interior Panel 14.75x12.88 @37.69 (sub 8)	ELECTRIC FUND	37.69
9540135168	06/13/2025	1)Interior Panel15x15@67.97 (sub 8)	ELECTRIC FUND	67.97
9540135168	06/13/2025	Sales Tax	ELECTRIC FUND	7.92
Total Grainger:				700.40
Hometown Leasing				
0051799496-JUL25	07/01/2025	Street-Copier Lease Srv Cntr	ELECTRIC FUND	44.18
0051799496-JUL25	07/01/2025	Electric-Copier Lease Srv Cntr	ELECTRIC FUND	44.18
0051799496-JUL25	07/01/2025	Water-Copier Lease Srv Cntr	WATER FUND	44.18
Total Hometown Leasing:				132.54
Husker Electric Supply				
67779	06/10/2025	40)INSULATOR EPOXOLATOR ARP-15SKCE-S	ELECTRIC FUND	543.95
68278	06/19/2025	1000)WIRE COPPER 1/0 TBWP 19 STR. SD	ELECTRIC FUND	3,825.92
68278	06/19/2025	1000)WIRE COPPER 4/0 TBWP 19 STR. SD	ELECTRIC FUND	7,504.58
68843	06/30/2025	2)IPEX 16x16x10 PVC Junction box@217.35	ELECTRIC FUND	434.70
68843	06/30/2025	2)IPEX 16x16 Junction Box Back Panel @45.00	ELECTRIC FUND	90.00
68843	06/30/2025	Sales Tax	ELECTRIC FUND	39.35
Total Husker Electric Supply:				12,438.50
Hydro Optimization and Automat, Inc				
12784	06/19/2025	2)Field Labor @175.00 (F5 VFD overheat alarm)	WATER FUND	350.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
12784	06/19/2025	1.5)Travel labor @130.00	WATER FUND	195.00
12784	06/19/2025	82)Milleage	WATER FUND	82.00
Total Hydro Optimization and Automat, Inc:				627.00
INTERMEDIA.NET INC				
25079900049	07/01/2025	Phone Services- June 2025	ELECTRIC FUND	235.13
25079900049	07/01/2025	Phone Services- June 2025	WATER FUND	47.00
25079900049	07/01/2025	Phone Services- June 2025	WPC	31.34
Total INTERMEDIA.NET INC:				313.47
JK Energy Consulting LLC				
2438	06/13/2025	3)May-Potential Generation Addition Study	ELECTRIC FUND	450.00
2438	06/13/2025	2)Value Hash Monthly Invoice-May	ELECTRIC FUND	300.00
Total JK Energy Consulting LLC:				750.00
Johnny's Welding, Inc.				
276506	05/26/2025	1)12g-12MPX Hose Fitting	ELECTRIC FUND	27.05
276506	05/26/2025	Sales Tax	ELECTRIC FUND	2.03
276506	05/26/2025	Labor to replace hose	ELECTRIC FUND	6.00
279783	06/26/2025	5.10) Steel 7-1/2" x 98" x 3/16" @8.00 sub 1	ELECTRIC FUND	40.80
279783	06/26/2025	Sales Tax	ELECTRIC FUND	3.06
279804	05/29/2025	Steel Gate @95.00	WPC	95.00
294660	06/09/2025	Labor to make aluminum gate for Tricking Filter	WPC	840.00
Total Johnny's Welding, Inc.:				1,013.94
Ken's Pest Control				
05-01-25	06/17/2025	Pest Treatment/Service Center/June 2025	ELECTRIC FUND	80.63
Total Ken's Pest Control:				80.63
Lammel Plumbing, Inc.				
83548	06/17/2025	Labor/Equipment-Repaired 10" forced main sewer for Lift Station #1	WPC	3,195.20
Total Lammel Plumbing, Inc.:				3,195.20
Larry's Tire and Service, Inc.				
1581	06/10/2025	Tire Repair	WPC	12.00
Total Larry's Tire and Service, Inc.:				12.00
Lawson Products, Inc.				
9312529130	06/03/2025	State Sales/Use	ELECTRIC FUND	3.57-
9312529130	06/03/2025	City Sales/Use	ELECTRIC FUND	1.30-
9312529130	06/03/2025	2)Air Tool Oil 16oz@29.00	ELECTRIC FUND	58.00
9312529130	06/03/2025	Shipping	ELECTRIC FUND	6.99
9312529130	06/03/2025	Use Tax	ELECTRIC FUND	4.87
9312540026	06/06/2025	State Sales/Use	ELECTRIC FUND	25.07-
9312540026	06/06/2025	City Sales/Use	ELECTRIC FUND	9.11-
9312540026	06/06/2025	24)Air Tool Oil 16oz@18.99	ELECTRIC FUND	455.76
9312540026	06/06/2025	Use Tax	ELECTRIC FUND	34.18
Total Lawson Products, Inc.:				520.75

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Lincoln Winwater Works				
111627 01	06/12/2025	43)METER PIT 18" X 48" RMP1848-W RD	WATER FUND	5,731.90
111627 02	06/22/2025	4)VALVE 8 INCH MJ OL GATE VALVE	WATER FUND	6,166.20
111627 02	06/22/2025	1)TAPPING SLEEVE 12 IN X 8 MJ OUTLET 664-132008MJ-000	WATER FUND	941.70
111627 02	06/22/2025	20)8" x 1" TAPPING SADDLE 8X1CC SS SADDLE 317-090509	WATER FUND	1,806.00
111627 02	06/22/2025	1)TAPPING SLEEVE 4" X 4" MJ OUTLET 664-050004MJ-200	WATER FUND	586.95
111627 02	06/22/2025	7)METER PIT 18" X 48" RMP1848-W RD	WATER FUND	933.10
111627 02	06/22/2025	10)4" MEGA LUG FLANGE PVC RESTRAINT RED	WATER FUND	387.00
111627 02	06/22/2025	1)1-1/4" 3-PART UNION 74758-22 1X1-1/4 CP CTSXCT NL	WATER FUND	54.83
111627 02	06/22/2025	3)CURB STOP 3/4 INCH CTS PJ W/MINN. 76104-22	WATER FUND	354.75
111627 02	06/22/2025	1)8 KENFLEX CHECK VALVE 506 AS SS HARDWARE	WATER FUND	1,310.42
111910 01	06/20/2025	1)12" MODEL 581 GLOVE VALVE 125 EPOXY DI BODY 304 SS INTERNA	WATER FUND	8,492.50
112066 01	06/25/2025	2)TAPPING SLEEVE 8 IN X 2 CC	WATER FUND	191.35
112066 01	06/25/2025	5)CORPORATION STOP 2 INCH 74701BL 2" BALL CORP LESS NUT	WATER FUND	1,687.75
112066 01	06/25/2025	5)90 DG BEND 2 INCH GROUND 74776S-22 2 QUARTER BEND NL	WATER FUND	1,397.50
112066 01	06/25/2025	3)CURB STOP 2 INCH CTS PJ CURB STOP W/ MINN.	WATER FUND	1,593.15
112066 01	06/25/2025	5)1" RANGER COUPLING 74758-11	WATER FUND	499.88
112066 01	06/25/2025	20)6136 1-1/2 PEP SS INSERT STFNR 6133T 2 SS INSERT STIF CTS	WATER FUND	93.74
112169 01	06/25/2025	2)45 DG BEND 10 INCH CAST IRON DI MJ	WATER FUND	566.29
112170 01	06/25/2025	1)6" X 36" SWIVEL ANCHOR COUPLING	WATER FUND	543.23
Total Lincoln Winwater Works:				33,338.24
Mead Lumber Company				
12198704	06/16/2025	4)Asst/scrw/bolt/fastener@3.99(sub8)	ELECTRIC FUND	15.96
12198704	06/16/2025	Sales Tax	ELECTRIC FUND	1.20
12205258	06/17/2025	7)2x12-10hf Select structt @22.04	ELECTRIC FUND	154.28
12205258	06/17/2025	1)5pk 14 TPI 6L Torc Blade @20.63	ELECTRIC FUND	20.63
12205258	06/17/2025	Sales Tax	ELECTRIC FUND	13.12
12216060	06/19/2025	1)Pre-mix Gravel & Cement(set post)@5.58	WPC	5.58
Total Mead Lumber Company:				210.77
Menci, Ron				
TREE	06/10/2025	Reimburse Tree Removal in Alley -Ideus Tree Service	ELECTRIC FUND	750.00
Total Menci, Ron:				750.00
Midwest Laboratories, Inc.				
1242212	07/02/2025	Weekly Wastewater Samples/Jun25	WPC	1,207.80
Total Midwest Laboratories, Inc.:				1,207.80
Midwest Livestock Systems, LLC				
NE0016604	05/29/2025	4)Strap 3/4" 304 SS 2-Hole @2.85	WPC	11.40
Total Midwest Livestock Systems, LLC:				11.40
MIDWEST MEASUREMENT				
225	06/19/2025	1)Carlson RT-4Dock@395.00	ELECTRIC FUND	395.00
225	06/19/2025	1)Battery Charger@79.00	ELECTRIC FUND	79.00
225	06/19/2025	Shipping	ELECTRIC FUND	15.00
225	06/19/2025	SALES TAX	ELECTRIC FUND	36.68
Total MIDWEST MEASUREMENT:				525.68

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
NE Department of Revenue				
JUNE 2025	06/30/2025	Use Tax - AP - State	ELECTRIC FUND	274.04
JUNE 2025	06/30/2025	Sales Tax - AR - State	ELECTRIC FUND	.25
JUNE 2025	06/30/2025	Sales Tax - Util - State	ELECTRIC FUND	56,154.12
JUNE 2025	06/30/2025	Use Tax - AP - City	ELECTRIC FUND	86.12
JUNE 2025	06/30/2025	Sales Tax - AR - City	ELECTRIC FUND	.09
JUNE 2025	06/30/2025	Sales Tax - Util - City	ELECTRIC FUND	19,879.50
JUNE 2025	06/30/2025	Use Tax - AP - County	ELECTRIC FUND	.00
JUNE 2025	06/30/2025	Sales Tax - AR - County	ELECTRIC FUND	.00
JUNE 2025	06/30/2025	Sales Tax - Util - County	ELECTRIC FUND	.00
JUNE 2025	06/30/2025	Sales Tax - Coll Fee Credit	ELECTRIC FUND	150.00-
JUNE 2025	06/30/2025	Use Tax - AP - State	WATER FUND	1,180.52
JUNE 2025	06/30/2025	Sales Tax - AR - State	WATER FUND	.03-
JUNE 2025	06/30/2025	Use Tax - AP - City	WATER FUND	429.28
JUNE 2025	06/30/2025	Sales Tax - AR - City	WATER FUND	1.22-
JUNE 2025	06/30/2025	Use Tax - AP - County	WATER FUND	.00
JUNE 2025	06/30/2025	Sales Tax - AR - County	WATER FUND	.00
Total NE Department of Revenue:				77,852.67
NE Dept Environment and Energy				
CRIM GRADE II	06/25/2025	Grade II Municipal-Crim	WPC	150.00
DISHMAN GRADE I	06/25/2025	Grade I Municipal-Dishman	WPC	150.00
Total NE Dept Environment and Energy:				300.00
Nebraska Public Health Environmental Lab				
591663	06/17/2025	3)Coliform by Colilert Quantitray @17.00	WATER FUND	51.00
591663	06/17/2025	5)Nitrate, EPA 353.2@16.00	WATER FUND	80.00
591663	06/17/2025	10)Coiform by Colilert @ 15.00/ea	WATER FUND	150.00
Total Nebraska Public Health Environmental Lab:				281.00
New Pig Corporation				
24701727-00	06/24/2025	1)Pig Poly IBC Tote Full Top Funnel @270.00	ELECTRIC FUND	270.00
24701727-00	06/24/2025	1)Pig Poly IBC Tote Funnel Filter @26.00	ELECTRIC FUND	26.00
24701727-00	06/24/2025	Freight	ELECTRIC FUND	112.53
24701727-00	06/24/2025	Sales Tax	ELECTRIC FUND	30.64
Total New Pig Corporation:				439.17
NEXTERA ENERGY RESOURCES				
8331	06/03/2025	Cottonwood Wind/Energy Charge - May 2025	ELECTRIC FUND	92,433.20
950886	06/03/2025	SPP System Capacity - May 2025	ELECTRIC FUND	127,022.00
Total NEXTERA ENERGY RESOURCES:				219,455.20
Nicholas A Bauer				
ERNST-DEPOSIT	06/06/2025	Deposit for Ernst Fence per bid	ELECTRIC FUND	4,000.00
Total Nicholas A Bauer:				4,000.00
Noakes, Inc.				
S10798	06/12/2025	LABOR- Replace Heat exchanger (srv cntr west unit)	ELECTRIC FUND	1,621.50
S10798	06/12/2025	Parts	ELECTRIC FUND	1,233.09

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Noakes, Inc.:				<u>2,854.59</u>
Olsson, Inc.				
541460	06/23/2025	Work Order 2 River Crossing	WATER FUND	4,676.00
541460	06/23/2025	Work Order 3 Construction Support-Dvorak Law Group-clay spoils removal	WATER FUND	170.05
Total Olsson, Inc.:				<u>4,846.05</u>
One Call Concepts, Inc.				
5060110	06/30/2025	Street-locate fees	ELECTRIC FUND	40.48
5060110	06/30/2025	Elec-locate fees	ELECTRIC FUND	40.48
5060110	06/30/2025	Water-locate fees	WATER FUND	40.48
5060110	06/30/2025	WPC-locate fees	WPC	40.48
Total One Call Concepts, Inc.:				<u>161.92</u>
O'Reilly Automotive, Inc.				
0749-479050	06/11/2025	4)GI-Wiper Fld@4.26	WATER FUND	17.04
0749-479050	06/11/2025	Sales Tax	WATER FUND	1.28
0749-479578	06/13/2025	1)Cabin Filter @15.98	WATER FUND	15.98
0749-479578	06/13/2025	Sales Tax	WATER FUND	1.20
0749-480432	06/17/2025	1)100oz CarWash@9.49	WATER FUND	9.49
0749-480432	06/17/2025	Sales Tax	WATER FUND	.71
0749-480824	06/19/2025	1)1G-Transfld@32.99	WATER FUND	32.99
0749-480824	06/19/2025	Sales Tax	WATER FUND	2.47
Total O'Reilly Automotive, Inc.:				<u>81.16</u>
Pavers Inc.				
111890	06/09/2025	Hwy 77/Maket street repair from main break	WATER FUND	16,798.00
Total Pavers Inc.:				<u>16,798.00</u>
Philip Carkoski Const-Trenching Inc.				
2025-1834	06/12/2025	Replace 2 Check Vales in Lift Station #8 -per estimate 2025-1550	WPC	3,690.00
A-22-06591-PMT 2	06/06/2025	Lift Station 6 Rehabilitation	WPC	146,187.25
Total Philip Carkoski Const-Trenching Inc.:				<u>149,877.25</u>
Philippi Electric Inc				
6381	06/13/2025	Pinpoint C/O disconnect(repairs needed for our line rebuild)	ELECTRIC FUND	738.30
Total Philippi Electric Inc:				<u>738.30</u>
Pinnacle Bank				
MAY2025	06/02/2025	Internet Banking Fees MAY 2025	ELECTRIC FUND	42.20
Total Pinnacle Bank:				<u>42.20</u>
Pollman LLC				
300624	06/16/2025	Labor to install Lift Pump@ LS #1	WPC	1,800.00
Total Pollman LLC:				<u>1,800.00</u>
Polydyne, Inc.				
1934855	06/06/2025	3)Clarifloc 450lb Drum @ 1.65/lb	WPC	2,227.50

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
1934855	06/06/2025	1)Clarifloc 450lb Drum @ 1.65/lb	WPC	742.50
Total Polydyne, Inc.:				2,970.00
PowerTech LLC				
84324592	06/17/2025	Generator Service Agreement- LS#5	WPC	755.00
84324612	06/26/2025	Billing for Generator Service Agreement (Well 7)	WATER FUND	813.53
84324890	06/17/2025	Generator Service Agreement- Main Plant Generator	WPC	755.00
84324907	06/26/2025	Billing for Generator Service Agreement (Well F5)	WATER FUND	999.77
84324946	06/18/2025	Billing for Generator Service Agreement (North Reservoir)	WATER FUND	866.18
84325226	06/17/2025	Generator Service Agreement- LS #4	WPC	755.00
84325235	06/23/2025	Billing for Generator Service Agreement (Portable)	WATER FUND	845.75
84325471	06/18/2025	Billing for Generator Service Agreement (Well 1A)	WATER FUND	813.53
84325655	06/23/2025	Billing for Generator Service Agreement (S Resv)	WATER FUND	1,045.00
84325714	06/19/2025	Generator Service Agreement- Trailer/Portable Kohler	WPC	755.00
84325897	06/23/2025	Billing for Generator Service Agreement (Well F4)	WATER FUND	825.00
84325942	06/18/2025	Billing for Generator Service Agreement (Well 6)	WATER FUND	813.53
84325997	06/26/2025	Generator Service Agreement- LS #1	WPC	755.00
84742915	06/26/2025	Post Battery CCA @207.75	WATER FUND	207.75
84742915	06/26/2025	Generor Tech Labor	WATER FUND	140.00
84771677	06/23/2025	Labor-Generator @ service center	ELECTRIC FUND	490.00
84771677	06/23/2025	1)Materials@43.53	ELECTRIC FUND	43.53
84771677	06/23/2025	1)Oil Sample @22.28	ELECTRIC FUND	22.28
84771677	06/23/2025	2.5) 15w40 Oil -gallon@49.31	ELECTRIC FUND	123.28
Total PowerTech LLC:				11,824.13
Priority Printing				
124943	06/11/2025	State Sales/Use Tax	WATER FUND	20.72-
124943	06/11/2025	City Sales/Use Tax	WATER FUND	7.54-
124943	06/11/2025	5,000) Water Quality Report @.075366	WATER FUND	376.83
124943	06/11/2025	USE TAX	WATER FUND	28.26
124956	06/20/2025	State Sales/Use Tax	ELECTRIC FUND	29.50-
124956	06/20/2025	City Sales/Use Tax	ELECTRIC FUND	10.73-
124956	06/20/2025	CASH ENVELOPES /SPLIT	ELECTRIC FUND	317.85
124956	06/20/2025	USE TAX	ELECTRIC FUND	23.84
124956	06/20/2025	WINDOW ENVELOPES/SPLIT	ELECTRIC FUND	218.51
124956	06/20/2025	USE TAX	ELECTRIC FUND	16.39
124956	06/20/2025	State Sales/Use Tax	WATER FUND	10.49-
124956	06/20/2025	City Sales/Use Tax	WATER FUND	3.81-
124956	06/20/2025	CASH ENVELOPES/SPLIT	WATER FUND	190.71
124956	06/20/2025	USE TAX	WATER FUND	14.30
124956	06/20/2025	CASH ENVELOPES/SPLIT	WPC	127.14
Total Priority Printing:				1,231.04
Quadient Leasing USA Inc				
31260805-MAY25	06/03/2025	Postage /split	ELECTRIC FUND	1,010.00
31260805-MAY25	06/03/2025	Postage /split	WATER FUND	606.00
31260805-MAY25	06/03/2025	Postage /split	WPC	404.00
Total Quadient Leasing USA Inc:				2,020.00
RL Tiemann Construction, Inc				
739-162	05/29/2025	Sewer Plant Concrete patch	WPC	6,985.62
739-163	06/02/2025	Repair Ashalt 6th & Market from water main break	WATER FUND	7,409.50

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total RL Tiemann Construction, Inc:				14,395.12
Roehr's Machinery, Inc.				
IV89500	06/16/2025	2)Hyd Fitting @26.72	WATER FUND	53.44
IV89500	06/16/2025	2)Hyd Fitting @20.06	WATER FUND	40.12
IV89500	06/16/2025	15)Hyd Hose @17.89	WATER FUND	268.35
IV89500	06/16/2025	1)Quick Coupl @51.80	WATER FUND	51.80
IV89500	06/16/2025	1)Quick Coupl@70.37	WATER FUND	70.37
IV89517	06/17/2025	Sales tax for invoice IV89500	WATER FUND	36.31
IV89672	06/27/2025	1)Gas Strut@50.82	WATER FUND	50.82
IV89672	06/27/2025	1)Gab Glass@300.90	WATER FUND	300.90
IV89672	06/27/2025	1)Strip Rubb @78.87	WATER FUND	78.87
IV89672	06/27/2025	1)Gas Strut@50.82	WATER FUND	50.82
IV89672	06/27/2025	Sales tax	WATER FUND	36.11
IV89729	06/25/2025	Sales tax for Invoice RO50591	WATER FUND	16.28
IV89840	07/01/2025	1)Strip Rubb @78.87 returned	WATER FUND	78.87-
IV89840	07/01/2025	Sales tax	WATER FUND	5.92-
RO50591	06/12/2025	Labor-pto won't shut off	WATER FUND	266.00
RO50591	06/12/2025	Service call	WATER FUND	30.00
RO50661	06/23/2025	1)Filter En@34.25	WATER FUND	34.25
RO50661	06/23/2025	1)Filter Car@54.29	WATER FUND	54.29
RO50661	06/23/2025	1)Filter Fu@43.70	WATER FUND	43.70
RO50661	06/23/2025	1)Filter Hy@78.88	WATER FUND	78.88
RO50661	06/23/2025	1)Element@82.80	WATER FUND	82.80
RO50661	06/23/2025	2)Bulk 15w40@16.84	WATER FUND	33.68
RO50661	06/23/2025	1)Bulk Oil@17.95	WATER FUND	17.95
RO50661	06/23/2025	1)Lamp @3230	WATER FUND	32.30
RO50661	06/23/2025	1)Support @37.50	WATER FUND	37.50
RO50661	06/23/2025	2)Screw@2.10	WATER FUND	4.20
RO50661	06/23/2025	1)Bolt @1.55	WATER FUND	1.55
RO50661	06/23/2025	Freight & Ship	WATER FUND	56.62
RO50661	06/23/2025	Sales tax parts/freight	WATER FUND	35.83
RO50661	06/23/2025	Labor-Service	WATER FUND	630.00
RO50661	06/23/2025	Labor-Repair broken light and support	WATER FUND	105.00
RO50661	06/23/2025	Sales tax Labor	WATER FUND	55.12
Total Roehr's Machinery, Inc.:				2,569.07
Sack Lumber Company				
2506-087704	06/19/2025	1)50lb Fast Concrete mix(set post)@14.49	WPC	14.49
Total Sack Lumber Company:				14.49
Sapp Bros. Petroleum, Inc.				
IN4762456	06/10/2025	1211)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2025.	ELECTRIC FUND	3,206.73
IN4762456	06/10/2025	504)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	1,348.20
IN4768495	06/19/2025	1013.10)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2025.	ELECTRIC FUND	2,682.69
IN4768495	06/19/2025	501)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	1,340.18
IN4773400	06/27/2025	62.4)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	168.03
IN4773400	06/27/2025	700)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	1,871.39
IN4775576	07/01/2025	1200)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2025.	ELECTRIC FUND	3,177.60
IN4775576	07/01/2025	900)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	2,407.50
Total Sapp Bros. Petroleum, Inc.:				16,202.32

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Seth's Lawn Solutions LLC				
6320	05/13/2025	Spray Sterilant at substations	ELECTRIC FUND	2,000.00
6431	05/31/2025	Pre emergent/Crabgrass Control/Fertilizer5/29/25	ELECTRIC FUND	80.00
6431	05/31/2025	Broadleaf Control 5/29/25	ELECTRIC FUND	80.00
Total Seth's Lawn Solutions LLC:				2,160.00
Stephens, Jeremy				
CDL-2025	06/23/2025	Reimbursement CDL License	ELECTRIC FUND	31.00
Total Stephens, Jeremy:				31.00
Sunbelt Solomon Services, LLC				
408011	06/12/2025	2)Operation Counter@475.00(sub 2)	ELECTRIC FUND	950.00
408011	06/12/2025	Shipping	ELECTRIC FUND	49.00
408011	06/12/2025	Sales Tax	ELECTRIC FUND	74.93
408998	06/30/2025	1)750 KVA THREE PASE PAD MOUNT TRANSFORMER. 12470 DELTA, 4	ELECTRIC FUND	40,844.63
408999	06/30/2025	1)1500 KVA THREE PHASE PAD MOUNT TRANSFORMER. 12470 DELTA	ELECTRIC FUND	69,337.50
409000	06/30/2025	3)416 KVA REGULATOR-SIEMENS KVA: 416 VOLTAGE: 7620 PINNED AT	ELECTRIC FUND	44,005.13
Total Sunbelt Solomon Services, LLC:				155,261.19
Tractor Supply Company				
447079	06/17/2025	.9)G8 Bulk Selling @5.99	ELECTRIC FUND	5.39
447079	06/17/2025	Sales Tax	ELECTRIC FUND	.41
447875	06/24/2025	2)BlueDEF 2.5gal @16.99	ELECTRIC FUND	33.98
447875	06/24/2025	Sales Tax	ELECTRIC FUND	2.55
448009	06/25/2025	1)Trv def 5GAL @15.99	ELECTRIC FUND	15.99
448009	06/25/2025	Sales Tax	ELECTRIC FUND	1.20
448821	07/01/2025	1)No Spill Gas Can 1.25 gal@22.99	ELECTRIC FUND	22.99
448821	07/01/2025	Sales Tax	ELECTRIC FUND	1.72
741472	06/16/2025	1)Cln Rls Blue Painting tap@6.49	WATER FUND	6.49
741472	06/16/2025	1)JS 2pk 10ftx12ft Blue tarp@19.99	WATER FUND	19.99
741472	06/16/2025	Sales Tax	WATER FUND	1.99
Total Tractor Supply Company:				112.70
Tyndale Company, Inc.				
3984603	06/07/2025	2)Drifire LW SS Tshirt @66.00/Erb	ELECTRIC FUND	132.00
3984603	06/07/2025	2)Drifire LW SS Tshirt @66.00/Erb	ELECTRIC FUND	132.00
3984603	06/07/2025	Embroidery	ELECTRIC FUND	12.00
3984603	06/07/2025	3)Tyndale FRMC Relaxedfit Bootcut jean@99.00/Erb	ELECTRIC FUND	297.00
3984603	06/07/2025	shipping	ELECTRIC FUND	16.95
3984603	06/07/2025	sales tax	ELECTRIC FUND	44.25
3999277	06/18/2025	2)Drifire LW SS Tshirt @66.00/Metz	ELECTRIC FUND	132.00
3999277	06/18/2025	Embroidery	ELECTRIC FUND	6.00
3999277	06/18/2025	shipping	ELECTRIC FUND	12.95
3999277	06/18/2025	sales tax	ELECTRIC FUND	11.32
Total Tyndale Company, Inc.:				796.47
U.S. Cellular				
0734732684	06/06/2025	Street - Cell Phone Charges	ELECTRIC FUND	34.54
0734732684	06/06/2025	MARS - Cell Phone Charges	ELECTRIC FUND	127.40
0734732684	06/06/2025	MARS - Tablet Data Charges	ELECTRIC FUND	163.60
0734732684	06/06/2025	Electric - Cell Phone Charges	ELECTRIC FUND	283.41
0734732684	06/06/2025	Electric - Tablet Data Charges	ELECTRIC FUND	143.60

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
0734732684	06/06/2025	Admin - Cell Phone Charges	ELECTRIC FUND	.00
0734732684	06/06/2025	Admin - Tablet Data Charges	ELECTRIC FUND	.00
0734732684	06/06/2025	Water - Cell Phone Charges	WATER FUND	199.52
0734732684	06/06/2025	Water - Tablet Data Charges	WATER FUND	286.30
0734732684	06/06/2025	WPC - Cell Phone Charges	WPC	60.86
Total U.S. Cellular:				1,299.23
Uline				
194145573	06/13/2025	State Sales/Use	ELECTRIC FUND	538.70-
194145573	06/13/2025	City Sales/use	ELECTRIC FUND	195.89-
194145573	06/13/2025	6)IBC Tank W/Plastic Pallet @645.00 (PBC Supplies)	ELECTRIC FUND	3,870.00
194145573	06/13/2025	3)IBC Spill containment Pallet @1725.00	ELECTRIC FUND	5,175.00
194145573	06/13/2025	Shipping	ELECTRIC FUND	749.56
194145573	06/13/2025	Use Tax	ELECTRIC FUND	734.59
Total Uline:				9,794.56
USA Bluebook				
INV00743560	06/18/2025	State Sales/Use	WATER FUND	14.81-
INV00743560	06/18/2025	City Sales/Use	WATER FUND	5.39-
INV00743560	06/18/2025	1)ATC Diversified SLA Series Monitor@246.95	WATER FUND	246.95
INV00743560	06/18/2025	Freight	WATER FUND	22.43
INV00743560	06/18/2025	Use Tax	WATER FUND	20.20
Total USA Bluebook:				269.38
Verizon Wireless				
6115861391	06/12/2025	AMI/542071917	ELECTRIC FUND	32.02
6115861391	06/12/2025	GIS TABLET CHRIS/9855	ELECTRIC FUND	25.02
6115861391	06/12/2025	SURVEY EQ TABLET SRV	ELECTRIC FUND	40.04
6115861391	06/12/2025	AMI/542071917	WATER FUND	32.02
6115861391	06/12/2025	WPC	WPC	25.02
Total Verizon Wireless:				154.12
Wasp Barcode Technologies				
INV50027969	06/20/2025	AssetCloud Complete with 1 User Renewal	WATER FUND	1,359.75
Total Wasp Barcode Technologies:				1,359.75
Wesco Distributing, Inc.				
582988	06/09/2025	100)BOLT MACH GALV 5/8 X 10 MPS J8810	ELECTRIC FUND	197.80
582988	06/09/2025	50)BOLT SU 5/8 X 12 MPS J2346-1/2 SPOOL BOLT	ELECTRIC FUND	513.31
582988	06/09/2025	30)PINS POLE TOP MPS J740Z	ELECTRIC FUND	470.85
586968	06/16/2025	500)WIRE COPPER BARE 4/0 MHD 7 STR WP (2-3 WEEKS)	ELECTRIC FUND	2,795.00
587646	06/17/2025	30)ARRESTOR LIGHTNING 10 KV HPS 2137097324	ELECTRIC FUND	2,128.50
587646	06/17/2025	100)BOLT MACH GALV 5/8 X 12 MPS J8812	ELECTRIC FUND	223.60
587646	06/17/2025	60)BOLT MACH GALV 5/8 X 14 MPS J8814	ELECTRIC FUND	145.12
587646	06/17/2025	100)WTC-0112 1/0 WRAPLOCK	ELECTRIC FUND	714.88
587646	06/17/2025	10)ANCHOR TRIPLE HELIX MPS D-6636 66X8-10	ELECTRIC FUND	2,365.00
587646	06/17/2025	10)TWIN EYE END FOR HELIX MPS D6606-US GUY ATTCH.	ELECTRIC FUND	505.25
588499	06/18/2025	20)7 FT EXT. FOR HELIX MPS D-6625-U EXT BAR D6	ELECTRIC FUND	2,752.00
592018	06/25/2025	30)RACK SEC. 3 SPOOL HEAVY HPS C2070052	ELECTRIC FUND	2,505.50
592763	06/26/2025	20)CUTOUT/ARST BKT CF668-13B-11	ELECTRIC FUND	2,107.00
593390	06/27/2025	5545)CABLE 4/0 15KV 220 MIL JACKET EPR OKON 1162-23-3081	ELECTRIC FUND	27,896.90

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Wesco Distributing, Inc.:				45,320.71
Westlake Hardware, Inc.				
10356192	06/05/2025	1)XL-HWH SDS NEO 12-14 @9.44	ELECTRIC FUND	9.44
10356192	06/05/2025	Sales Tax	ELECTRIC FUND	.71
10356226	06/09/2025	1)Nozzle Twist @8.99	WATER FUND	8.99
10356226	06/09/2025	1)Line Trimr@21.59	WATER FUND	21.59
10356226	06/09/2025	1)Fexzla Hose Swvl @28.79	WATER FUND	28.79
10356226	06/09/2025	Sales Tax	WATER FUND	4.45
10356334	06/17/2025	1)Drain Boilr Brass @13.49	WATER FUND	13.49
10356334	06/17/2025	1)Ace Bag 13gal 45ct@8.63	WATER FUND	8.63
10356334	06/17/2025	Sales Tax	WATER FUND	1.66
10356348	06/18/2025	1)Yellow Paint marker @6.29	ELECTRIC FUND	6.29
10356348	06/18/2025	1)White Paint marker @6.29	ELECTRIC FUND	6.29
10356348	06/18/2025	1)Black Paint Marker @6.29	ELECTRIC FUND	6.29
10356348	06/18/2025	Sales Tax	ELECTRIC FUND	1.42
10356354	06/18/2025	1)Magnet 5#@12.59	ELECTRIC FUND	12.59
10356354	06/18/2025	8)Gulk Fasteners @.29	ELECTRIC FUND	2.32
10356354	06/18/2025	8)Bulk Fasteners@.21	ELECTRIC FUND	1.68
10356354	06/18/2025	4)Bulk Fasteners @.16	ELECTRIC FUND	.64
10356354	06/18/2025	Sales Tax	ELECTRIC FUND	1.29
10356360	06/18/2025	2)Storge BX Ltch@15.29	ELECTRIC FUND	30.58
10356360	06/18/2025	Sales Tax	ELECTRIC FUND	2.29
10356381	06/19/2025	1)Marker Finept Sharpi @5.03	ELECTRIC FUND	5.03
10356381	06/19/2025	Sales Tax	ELECTRIC FUND	.38
10356395	06/20/2025	1)Katapult Wire Stripper@37.79	ELECTRIC FUND	37.79
10356395	06/20/2025	1)Term spd 16-14g4-6SD10pk@4.13	ELECTRIC FUND	4.13
10356395	06/20/2025	1)Term SP16-14G8-10SD10PK @3.59	ELECTRIC FUND	3.59
10356395	06/20/2025	Sales Tax	ELECTRIC FUND	3.41
10356400	06/20/2025	1)Killer Wed & Grass @29.99	WATER FUND	29.99
10356400	06/20/2025	4)Bulk Fasteners @.80	WATER FUND	3.20
10356400	06/20/2025	Sales Tax	WATER FUND	2.49
10356400	06/20/2025	Instant Savings	WATER FUND	5.00-
10356419	06/23/2025	2)Union PVC 3/4x3/4@8.99	ELECTRIC FUND	17.98
10356419	06/23/2025	2)Air Fltr20x25x1@13.49	ELECTRIC FUND	26.98
10356419	06/23/2025	Sales Tax	ELECTRIC FUND	3.37
10356424	06/23/2025	4)Clorox Splashless@7.19	WATER FUND	28.76
10356424	06/23/2025	Sales Tax	WATER FUND	2.16
10356431	06/23/2025	2)Bulk Fasteners @.86	WPC	1.72
10356431	06/23/2025	2)Bulk Fasteners @1.57	WPC	3.14
10356431	06/23/2025	2)Bulk Fastners @1.62	WPC	3.24
10356431	06/23/2025	4)Bulk Fasteners @.62	WPC	2.48
10356431	06/23/2025	2)Bulk Fasteners @.51	WPC	1.02
10356449	06/24/2025	1)BR Sq D Q 2P 20A @35.99 (sub 8)	ELECTRIC FUND	35.99
10356449	06/24/2025	Sales Tax	ELECTRIC FUND	2.70
10356486	06/26/2025	1)Lexel Clear Caulk @7.73	ELECTRIC FUND	7.73
10356486	06/26/2025	1)Bulk Fasteners @1.99	ELECTRIC FUND	1.99
10356486	06/26/2025	2)Bulk Fasteners @.41	ELECTRIC FUND	.82
10356486	06/26/2025	Sales Tax	ELECTRIC FUND	.79
10356491	06/26/2025	1)Hose Flexogen 5/8x2@20.69	WPC	20.69
10356491	06/26/2025	1)Hex Bushings 1x3/4@5.39	WPC	5.39
10356491	06/26/2025	1)adapterhouse zinc @12.59	WPC	12.59
10356491	06/26/2025	1)HS Cplr 3/4@8.09	WPC	8.09
Total Westlake Hardware, Inc.:				442.07

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Windstream				
090024628-JUL25	07/03/2025	Telephone Charges - July 2025	ELECTRIC FUND	1,127.85
090024628-JUL25	07/03/2025	Telephone Charges - July 2025	WATER FUND	225.46
090024628-JUL25	07/03/2025	Telephone Charges - July 2025	WPC	150.29
Total Windstream:				1,503.60
Wrightsmen Plbg, Heat and Cool, Inc.				
106442	06/09/2025	1)Sump Pump @274.47	WATER FUND	274.47
106442	06/09/2025	1)1-1/2"Fernco@6.92	WATER FUND	6.92
106442	06/09/2025	2)1-1/2" DWV Male @3.28	WATER FUND	6.56
106442	06/09/2025	1)1-1/2" 90@2.54	WATER FUND	2.54
106442	06/09/2025	1)1-1/2" Check Valve @27.59	WATER FUND	27.59
106442	06/09/2025	1)1-1/2x3/4" PVC Bushing @2.86	WATER FUND	2.86
106442	06/09/2025	1)3/4" PVC Male @1.14	WATER FUND	1.14
106442	06/09/2025	1)3/4" Gardon hose Adapter @7.50	WATER FUND	7.50
106442	06/09/2025	5)1-1/2" DWV Pipe @1.20	WATER FUND	6.00
106442	06/09/2025	1)4"PVC 90@16.85	WATER FUND	16.85
106442	06/09/2025	Sales Tax	WATER FUND	26.43
Total Wrightsmen Plbg, Heat and Cool, Inc.:				378.86
Grand Totals:				1,510,993.21

Dated: _____

Chairman: _____

Board Members: _____

City Sewer Claim Tim Fugett

Tim Fugett <tim.fugett@worldlawn.com>
To: "esaathoff@beatrice.ne.gov" <esaathoff@beatrice.ne.gov>

Tue, Jul 1, 2025 at 2:00 PM

TO THE CITY OF BEATRICE

RE: [301 FLORENCE AVENUE](#) (Tim Fugett-owner) - CITY SEWER LINE FULL

Requesting reimbursement for plumbing service call to identify city sewer main issue.

I had noticed for some time a foul order in my home emitting from basement. I tried many courses of remediation. I obtained a borescope camera from work inspecting vents and drains looking for issues; none could be found. I consulted Lammel plumbing on multiple occasions for their advice and direction.

Having exhausted all my limited knowledge and the advice of a plumber I requested an onsite inspection. The odor had become worse over time and was quite strong which could be smelled throughout the home. Upon arrival the plumber confirmed the smell was sewer. He walked down the street and pulled the sewer cover identifying the line was full. They contacted the city who cleared the lines, and my odor abated. I received a bill from Lammel Plumbing for their visit.

I have attached the bill and my payment for Lammel Plumbing. I am seeking the reimbursement for this expense from the city.

Tim Fugett
Service Manager

Office: 402-228-4255 xt: 218

Worldlawn Manufacturing
[401 N. Commerce Street](#)
[Beatrice, NE 68310](#)



LAMMEL PLUMBING, INC
 200 N 7th Ste. 1
 BEATRICE, NE 68310

Invoice

Date	Invoice #
6/12/2025	83501

Bill To
FUGETT, TIMOTHY E. 301 FLORENCE BEATRICE, NE 68310

P.O. No.	Terms	Project
	NET 30-4	

Item	Description	Qty	Rate	U/M	Amount
	SERVICE CALL WAS FOR SEWER WATER BACKING UP INTO SUMP PUMP PIT. IT WAS A CITY MAIN ISSUE. 6/6/25				
FB_Item	SHOP SUPPLIES	1	2.00		2.00
FB_Item	LABOR 1 PLUMBER	1	98.00		98.00

Subtotal		\$100.00
Sales Tax (7.5%)		\$0.00
Total		\$100.00

A Late Charge of 1% (12% APR) will be assessed on all past due accounts over 30 days.

Phone #	Fax #	E-mail
402-223-4132	402-223-5146	lammelplumbinginc@gmail.com

Payment Receipt

LAMMEL PLUMBING, INC

200 N 7th Ste. 1
BEATRICE, NE 68310

Received From
FUGETT, TIMOTHY E.
301 FLORENCE
BEATRICE, NE 68310

Date	7/1/2025	Payment Amount	\$100.00
Payment Method	MasterCard	Total Amount Due	\$0.00
Check/Ref No	104		

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
6/12/2025	83501	\$100.00	\$100.00

WPC
Sewer Stoppage Report

Date 6/27/25

Responded By:

Call Received 11:18 AM / PM

JOSH ~~110~~

Arrival Time 11:50 AM / PM

JASON

Departure Time 12:10 AM / PM

Weather Conditions Wet Wet Dry

Address 301 FLORENCE AVE

Call Origin:

City Hall
WPC
Service Building
Mobile
Dispatcher

Cause of Blockage:

Gravel
Grease
Rags
Cave-in
Roots
Sand
Broken Pipe
Other (Specify)

Main Plugged Yes No

Occupant Notified Yes No

Manhole Jetted From 3RD & BELVEDERE

Feet Jetted 680

Approx ft to blockage 430

Remarks ROOTS BLOCKING LINE APPROX 430 FT

FROM 3RD & BELVEDERE REMOVED W/CLAW SEWER

OPEN & FLOWING NORMAL

Sewer line was last jetted on

5/16/25

Estimated Volume of Backup: ~~1000~~ 500 gallons





BEATRICE
CITY • BOARD OF PUBLIC WORKS

CITY HALL

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

ENGINEERING & BUILDING INSPECTIONS

205 North 4th Street | Beatrice, NE 68310
Phone: 402.228.5250 Fax: 402.228.5252

Date of Issuance: June 30, 2025

Change Order No. 1

Work ordered by: The City of Beatrice

Contractor: Fossler Excavating

Community Development Department Project: Lincoln and Paddock Elementary School Demolitions

Reason for Change Order: Removal of sand fill from the foundations of both schools. Sand depth of four to eight feet. A time extension of 30 days to complete the removal of sand from both demolition sites

Attachments: N/A

Change in Contract Price and Times

Original contract price: \$198,807.00 (\$82,461.00 (L), \$116,346.00 (P))

Net increase of this Change Order: \$100,000.00

Contract price with all approved Change Orders: \$298,807.00

Change in contract time(s): 30 days

Reported start date: March 31, 2025

45-days to completion: May 15, 2025

New completion deadline: June 15, 2025 (completed on-time).

Accepted by:

Bob Morgan, Mayor Date

Accepted by:

Joel Fossler

Joel Fossler, Fossler Excavating

6-30-25

Date



BEATRICE
CITY • BOARD OF PUBLIC WORKS

CITY HALL

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

ENGINEERING & COMMUNITY DEVELOPMENT

205 North 4th Street | Beatrice, NE 68310
Phone: 402.228.5250 Fax: 402.228.5252

July 2, 2025

City of Beatrice
Attn: Mr. Robert Morgan, Mayor
400 Ella Street
Beatrice, Nebraska 68310

RE: Recommendation for Award of Contract
4th and 5th Downtown Improvement Project 2025
Project No. 025-016

Dear Mayor and Council Members:

Bids were received on Thursday, June 26, 2025 at 10:00 a.m., for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

A total of seven (7) bids were received for the project and the apparent low was submitted by R.L. Tiemann Construction, located in Beatrice, Nebraska, totaling \$98,921.68 for both Bid Section No. 1 and No. 2.

The City of Beatrice Engineering Department updated estimate for the project equated to approximately \$132,613.53.

If the City Council deems the contractor to be a responsive and responsible bidder, it is my recommendation that an award should be made to R.L. Tiemann, for \$98,921.68.

Please feel free to contact me with any additional questions that you may have.

Sincerely,

James A. Burroughs, P.E.
City Engineer

Encl: Bid Tabulation



BEATRICE
CITY • BOARD OF PUBLIC WORKS

BID TABULATION
4th & 5th Street Downtown Improvement Project - 2025

Old Council Chambers - 205 North 4th Street
June 26, 2025 - 10:00 a.m.

Bidder	Bid Security	Bid Price	Remarks
DAX Construction	Bid Bond	Bid Section 1: \$46,840.15	
		Bid Section 2: \$68,455.75	
		Total: \$115,295.90	
ME Collins	Bid Bond	Bid Section 1: \$49,181.83	
		Bid Section 2: \$74,765.60	
		Total: \$123,947.43	
Bauer Infrastructure	Bid Bond	Bid Section 1: \$63,891.49	
		Bid Section 2: \$131,205.45	
		Total: \$195,096.94	
Constructors	Bid Bond	Bid Section 1: \$73,995.29	
		Bid Section 2: \$94,165.74	
		Total: \$168,161.03	
MTZ	Bid Bond	Bid Section 1: \$76,728.84	
		Bid Section 2: \$121,443.95	
		Total: \$198,172.79	
Tiemann Construction	Bid Bond	Bid Section 1: \$39,483.85	
		Bid Section 2: \$59,437.83	
		Total: \$98,9251.68	
Lottman Carpenter	Bid Bond	Bid Section 1: \$72,172.43	
		Bid Section 2: \$110,727.16	
		Total: \$182,899.59	

4th and 5th Downtown Improvements

Date: July 2, 2025

RE: Cost Estimate

Project Totals	Engineers Cost Estimate	RL Tiemann Construction	Dax Construction	Lottman Carpenter Construction	MTZ Construction	Constructors	Bauer Infrastructure	ME Collins
Bid Section 1	\$48,111.58	\$39,483.85	\$46,840.15	\$72,492.50	\$76,728.84	\$73,995.28	\$63,891.49	\$49,181.83
Bid Section 2	\$84,501.95	\$59,437.83	\$68,455.75	\$110,723.40	\$121,443.95	\$94,165.73	\$131,205.45	\$74,765.60
Total	\$132,613.53	\$98,921.68	\$115,295.90	\$183,215.89	\$198,172.79	\$168,161.01	\$195,096.94	\$123,947.43

4th Street

Item No.	Bid Description	Unit	Bid Quantity	Engineers Cost Estimate		RL Tiemann Construction		Dax Construction		Lottman Carpenter Construction		MTZ Construction		Constructors		Bauer Infrastructure		ME Collins	
				Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs
1	Mobilization/Demobilization	LS	1.0	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$15,484.58	\$15,484.58	\$6,578.00	\$6,578.00	\$4,200.00	\$4,200.00
2	Traffic/Pedestrian Control	LS	1.0	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,500.00	\$5,500.00	\$4,425.28	\$4,425.28	\$2,730.50	\$2,730.50	\$3,702.60	\$3,702.60
3	Construction Staking	LS	1.0	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00	\$553.17	\$553.17	\$4,770.00	\$4,770.00	\$2,296.20	\$2,296.20
4	Remove Concrete Sidewalk (4-inch thick)	S.Y.	172.8	\$20.00	\$3,456.00	\$10.00	\$1,728.00	\$4.00	\$691.20	\$56.25	\$9,720.00	\$15.00	\$2,592.00	\$46.20	\$7,983.36	\$27.50	\$4,752.00	\$21.00	\$3,628.80
6	Excavate and Haul Unsuitable Material (18-inches)	C.Y.	35.83	\$30.00	\$1,074.90	\$25.00	\$895.75	\$50.00	\$1,791.50	\$37.55	\$1,345.42	\$75.00	\$2,687.25	\$27.58	\$988.19	\$37.30	\$1,336.46	\$38.70	\$1,386.62
7	Excavate and Haul Unsuitable Material (36-inches)	C.Y.	33.00	\$50.00	\$1,650.00	\$25.00	\$825.00	\$50.00	\$1,650.00	\$42.55	\$1,404.15	\$95.00	\$3,135.00	\$28.96	\$955.68	\$38.25	\$1,262.25	\$38.70	\$1,277.10
9	Embankment - Planter & Landscape Area Top Soil (established quantity)	C.Y.	68.83	\$30.00	\$2,064.90	\$50.00	\$3,441.50	\$25.00	\$1,720.75	\$75.94	\$5,226.95	\$99.00	\$6,814.17	\$108.83	\$7,490.77	\$111.90	\$7,702.08	\$60.50	\$4,164.22
11	4" Concrete Sidewalk, Class L10-3500	S.Y.	188.98	\$100.00	\$18,898.00	\$70.00	\$13,228.60	\$85.00	\$16,063.30	\$63.99	\$12,092.83	\$119.00	\$22,488.62	\$98.62	\$18,637.21	\$108.00	\$20,409.84	\$65.70	\$12,415.99
13	6-inch Thick Concrete Steel Reinforced Wall (12-inch high)	LF	140.0	\$50.00	\$7,000.00	\$40.00	\$5,600.00	\$50.00	\$7,000.00	\$42.63	\$5,968.20	\$99.00	\$13,860.00	\$105.64	\$14,789.60	\$76.50	\$10,710.00	\$73.10	\$10,234.00
15	Root Barrier (36-inch)	LF	173.0	\$20.00	\$3,460.00	\$15.00	\$2,595.00	\$40.00	\$6,920.00	\$15.15	\$2,620.95	\$49.00	\$8,477.00	\$6.86	\$1,186.78	\$6.00	\$1,038.00	\$29.10	\$5,034.30
16	Seeding	ACRE	0.02	\$30,000.00	\$600.00	\$50,000.00	\$1,000.00	\$10,000.00	\$200.00	\$4,000.00	\$80.00	\$50,000.00	\$1,000.00	\$9,087.00	\$181.74	\$15,054.50	\$301.09	\$6,028.70	\$120.57
17	Mulch	C.Y.	5.34	\$100.00	\$534.00	\$500.00	\$2,670.00	\$10.00	\$53.40	\$100.00	\$534.00	\$220.00	\$1,174.80	\$246.99	\$1,318.93	\$430.95	\$2,301.27	\$135.10	\$721.43
Subtotal				\$43,737.80		Subtotal	\$39,483.85	Subtotal	\$46,840.15	Subtotal	\$72,492.50	Subtotal	\$76,728.84	Subtotal	\$73,995.28	Subtotal	\$63,891.49	Subtotal	\$49,181.83

Contingency 10% \$ 4,373.78

NEW TOTAL \$ 48,111.58

4th and 5th Downtown Improvements
 Date: July 2, 2025
 RE: Cost Estimate

5th Street

Item No.	Bid Description	Unit	Bid Quantity	Engineers Cost Estimate		RL Tiemann Construction		Dax Construction		Lottman Carpenter Construction		MTZ Construction		Constructors		Bauer Infrastructure		ME Collins	
				Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs
1	Mobilization/Demobilization	LS	1.0	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00	\$15,484.58	\$15,484.58	\$6,578.00	\$6,578.00	\$6,510.00	\$6,510.00
2	Traffic/Pedestrian Control	LS	1.0	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$9,600.00	\$9,600.00	\$4,425.28	\$4,425.28	\$2,730.10	\$2,730.10	\$3,702.60	\$3,702.60
3	Construction Staking	LS	1.0	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$2,750.00	\$2,750.00	\$2,000.00	\$2,000.00	\$4,100.00	\$4,100.00	\$645.36	\$645.36	\$4,770.00	\$4,770.00	\$2,296.20	\$2,296.20
4	Remove Concrete Sidewalk (4-inch thick)	S.Y.	166.0	\$20.00	\$3,320.00	\$10.00	\$1,660.00	\$4.00	\$664.00	\$56.25	\$9,337.50	\$15.00	\$2,490.00	\$48.30	\$8,017.80	\$27.50	\$4,565.00	\$21.00	\$3,486.00
5	Remove Asphalt/Concrete/Brick Pavement (6 to 10-inch thick)	S.Y.	216.7	\$25.00	\$5,417.50	\$12.00	\$2,600.40	\$4.50	\$975.15	\$78.50	\$17,010.95	\$25.00	\$5,417.50	\$39.17	\$8,488.14	\$23.25	\$5,038.28	\$25.20	\$5,460.84
8	Excavate and Haul Unsuitable Material (42-inches)	C.Y.	28.23	\$60.00	\$1,693.80	\$25.00	\$705.75	\$40.00	\$1,129.20	\$37.55	\$1,060.04	\$88.00	\$2,484.24	\$28.98	\$818.11	\$85.40	\$2,410.84	\$38.70	\$1,092.50
9	Embankment - Planter & Landscape Area Top Soil (established quantity)	C.Y.	13.2	\$30.00	\$396.00	\$50.00	\$660.00	\$15.00	\$198.00	\$75.94	\$1,002.41	\$155.00	\$2,046.00	\$106.19	\$1,401.71	\$111.90	\$1,477.08	\$49.00	\$646.80
10	Remove 8-inch X 36-inch Concrete Planter Wall	LF	160.0	\$20.00	\$3,200.00	\$50.00	\$8,000.00	\$20.00	\$3,200.00	\$25.00	\$4,000.00	\$71.00	\$11,360.00	\$29.12	\$4,659.20	\$105.00	\$16,800.00	\$42.00	\$6,720.00
11	4" Concrete Sidewalk, Class L10-3500	S.Y.	115.32	\$100.00	\$11,532.00	\$70.00	\$8,072.40	\$85.00	\$9,802.20	\$63.99	\$7,379.33	\$119.00	\$13,723.08	\$10.24	\$1,180.88	\$150.35	\$17,338.36	\$65.70	\$7,576.52
12	8" Concrete Pavement w/ Integral Curb, Class 47B-3500	S.Y.	259.31	\$115.00	\$29,820.65	\$88.00	\$22,819.28	\$120.00	\$31,117.20	\$112.50	\$29,172.38	\$123.00	\$31,895.13	\$111.13	\$28,817.12	\$123.75	\$32,089.61	\$96.10	\$24,919.69
14	6-inch Thick Concrete Steel Reinforced Wall (16-inch high)	LF	160.0	\$100.00	\$16,000.00	\$45.00	\$7,200.00	\$65.00	\$10,400.00	\$42.63	\$6,820.80	\$171.00	\$27,360.00	\$119.63	\$19,140.80	\$221.95	\$35,512.00	\$73.50	\$11,760.00
17	Much	C.Y.	4.40	\$100.00	\$440.00	\$50.00	\$220.00	\$50.00	\$220.00	\$100.00	\$440.00	\$220.00	\$968.00	\$246.99	\$1,086.76	\$430.95	\$1,896.18	\$135.10	\$594.44
Subtotal				\$76,819.95		Subtotal	\$59,437.83	Subtotal	\$68,455.75	Subtotal	\$110,723.40	Subtotal	\$121,443.95	Subtotal	\$94,165.73	Subtotal	\$131,205.45	Subtotal	\$74,765.60

Contingency 10% \$ 7,682.00

NEW TOTAL \$ 84,501.95

(42)



AGENDA ITEM

Subject: Amendment #1 to Master Agreement Work Order #2
To Retain Olsson, Inc., for construction administrative
Services for the Water Main Replacement Project for the
West Court Street Bridge, as recommended by the Board
of Public Works

For Agenda of: July 7, 2025

Exhibit(s): Resolution and Amendment #1

Date Submitted: July 2, 2025

Resolution executing Amendment #1 to Master Agreement Work Order No. 2 between the City and Olsson, Inc., to retain Olsson, Inc., to add construction administrative services for the construction phase of the City's Water Main Crossing Replacement Project for the West Court Street Bridge

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board this Amendment is to hire Olsson, Inc., to provide oversight for the Water Main Crossing Replacement project for the West Court Street Bridge, similar to other projects Olsson's has been involved in. The total cost for this project is \$28,589.60.

Rob Mierau, Water Superintendent, noted the pre-construction meeting was held yesterday and the project is anticipated to begin in the next few weeks. Boardmember Hartley inquired if there would be any traffic interruptions along Highway 136, as the Gage County Fair will be held during that time causing additional traffic and Mierau stated Highway 136 will remain open during this project, however, 1st Street will be closed during construction.

Moved by Leech, seconded by Hartley, that the Mayor and City Council execute Amendment #1 to Master Agreement Work Order No. 2 between the City and Olsson, Inc., adding construction administrative services for the construction phase of the City's Water Main Crossing Replacement Project for the West Court Street Bridge.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, on or about October 21, 2024, the City of Beatrice, Nebraska (“City”) entered into the Master Agreement Work Order No. 2, dated September 16, 2024, with Olsson, Inc., to retain Olsson, Inc., for engineering services related to the City’s Water Main Crossing Replacement Project for the West Court Street Bridge; and

WHEREAS, City and Olsson desire to amend said Agreement to add construction administrative services for the construction phase of the City’s Water Main Crossing Replacement Project.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute Amendment #1 to Master Agreement Work Order No. 2, and any all-other documents necessary, between the City of Beatrice, Nebraska, and Olsson, Inc., to retain Olsson, Inc., to add construction administrative services for the construction phase of the City’s Water Main Crossing Replacement Project. A copy of said Amendment, marked as “Exhibit A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



MASTER AGREEMENT WORK ORDER NO. 2

AMENDMENT #1 for Construction Phase Services

Date: July 1, 2025

This AMENDMENT ("Amendment") shall amend and become a part of the Master Agreement Work Order No. 2 for Professional Services dated September 16, 2024 between Beatrice Board of Public Works ("Client") and Olsson, Inc. ("Olsson") providing for professional services for the following Project (the "Agreement"):

PROJECT DESCRIPTION AND LOCATION

Project is located at: Beatrice, NE

Project Description: Water Main Crossing Replacement, W. Court St. Bridge, Big Blue River

SCOPE OF SERVICES

Client and Olsson hereby agree that Olsson's Scope of Services under the Agreement is amended by adding the services specifically described below for the additional compensation set forth below:

CONSTRUCTION SERVICES

Phase 800 - Construction Administration

Task 801 – Project Administration and Control

Engineer will perform project administration services during the construction phase of the project. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

The anticipated construction period is 22 weeks from award of the construction contract through final completion of the Contractor's work.

Specific services to be performed by Engineer are as follows:

- Review and comment on the Contractor's initial and updated construction schedule and advise City as to acceptability. Review the Contractor's activity sequence, and construction procedures as

applicable to confirm the Water System's existing facilities are kept in operation.

- Review the Contractor's initial schedule of estimated monthly payments and advise City as to acceptability.
- Make visits to the construction site as needed to observe the progress and quality of the Work, and advise the City and the Contractor concerning problems or deficiencies observed, and concerning progress of the Work. Typically, site visits will be scheduled to match monthly progress meetings.
- The Contract is based on providing up to 4 site visits by the Engineer. Significant additional visits as required, or requested by the City, shall be provided as Supplemental Services.
- Receive and review certificates of inspection and tests, which are to be assembled by the Contractor in accordance with the construction contract documents and transmit them to City.
- Interpret construction contract documents when requested by City or the Contractor.
- Evaluate documentation to assist in the processing of requests for information and clarifications, work change directives or change proposal requests, and change orders, including any changes or extensions to construction contract time as requested. Evaluate the cost and scheduling aspects of change orders as requested and, where necessary and requested, assist City in negotiating with the Contractor to obtain a fair price for the Work. Said negotiation shall be subject to the approval of the City.
- Work related to unusually complex or unreasonably numerous claims shall be considered Supplemental Services.

Act on claims of City and the Contractor relating to the acceptability of the Work or the interpretation of the requirements of the construction contract documents.

Task 802 – Pre-construction Conference:

Engineer will schedule and conduct a pre-construction conference before starting construction at a time convenient to Client and Contractor. Pre-construction conference shall include discussion of the following:

- Responsibilities and personnel assignments.
- Tentative construction schedule.
- Designation of key personnel and their duties.

- Lines of communications.
- Procedures for processing field decisions and Change Orders.
- Procedures for RFIs.
- Procedures for testing and inspecting.
- Procedures for processing Applications for Payment.
- Distribution of the Contract Documents.
- Submittal procedures.
- Preparation of Record Documents.
- Use of the premises.
- Work restrictions.
- Working hours.
- Responsibility for temporary facilities and controls.
- Procedures for disruptions and shutdowns.
- Parking availability.
- Office, work, and storage areas.
- Equipment deliveries and priorities.
- First aid and Safety.
- Security.
- Progress cleaning.

Engineer will record significant discussions and agreements achieved and distribute meeting minutes to attendees.

Task 803 – Submittal Review:

Review shop drawings and other data submitted by the Contractor as required by the construction contract documents. Engineer's review shall be for general conformity to the construction contract documents and do not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto.

Review of submittals will be limited to those required by the contract documents. Costs for additional review and reviews beyond normally accepted standards and practice for such reviews shall be borne by Contractor or City, as required by the contract documents.

Task 805 – Project Completion

Upon request by Contractor that substantial completion of the construction work has been attained, inspect the construction work with City-designated staff and prepare a punch-list of those items to be completed or corrected before final inspection and completion of the project. Submit results of the inspections to City and the Contractor.

Upon completion or correction of the items of work on the substantial completion punch-list, conduct a final inspection to determine if the Work has been completed

in accordance with the contract documents. Provide written recommendations concerning final payment to City, including a list of items, if any, to be completed prior to making such payment and written certification of final completion to the City.

Task 806 – Record Drawings

Upon completion of the project, revise the construction contract drawings to conform to the construction records. Record documents will be provided to the City in electronic PDF format.

Phase 900 - Resident Project Representative

Engineer will furnish a part time Resident Project Representative during the construction work. The Contract is based on providing up to two (2) months of service (8 hours/week) during the course of the Work from the time the Contractor mobilizes to the site until final completion. Additional services requested by City or required as a result of failure of Contractor to complete the Project within the schedule defined in the Contract Documents shall be provided as Supplemental Services. The Resident Project Representative will observe the Contractor's work and perform the services listed below. The Resident Project Representative shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Engineer. This service will in no way relieve the Contractor of complete supervision and inspection of the Work or the Contractor's obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Specific services performed by the Resident Project Representative are as follows:

Task 901 – Site Observations and Liaison with City and Contractor

- Conduct onsite observations of the general progress of the Work to assist Engineer in determining if the Work is proceeding in accordance with the construction contract documents.
- Serve as Engineer's liaison with the Contractor, working principally through the Contractor's superintendent, and assist Engineer in providing interpretation of the construction contract documents. Transmit Engineer's clarifications and interpretations of the construction contract documents to the Contractor.
- Assist Engineer in serving as City's liaison with the Contractor when the Contractor's operations affect City's onsite operation.
- As requested by Engineer, assist in obtaining from City additional details or information when required at the jobsite for proper execution of the Work.

- Report to Engineer, giving opinions and suggestions based on the Resident Project Representative's observations regarding defects or deficiencies in the Contractor's work and relating to compliance with drawings, specifications, and design concepts.
- Advise Engineer and the Contractor or its superintendent immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer.
- Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) resulting from construction related activities.
- Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are supplemental services.
- Review the Contractors' construction sequence for all construction work.
- Verify that the Contractor has contacted utilities in the general construction area and advised them of Contractor's schedule. Assist in coordinating scheduling of utility activities to minimize conflicts with City's activities.
- Visually inspect materials, equipment, and supplies delivered to the worksite. Reject materials, equipment, and supplies which do not conform to the construction contract documents and/or accepted shop drawings.
- Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to City for review and information.
- Observe field tests of equipment, structures, and piping, and review the resulting reports, commenting to Engineer, as appropriate.
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project. Record the names of the inspectors, and the results of the inspections, and report to Engineer.

Task 902 – Meetings, Reports, and Document Review and Maintenance

- Attend the preconstruction conference, and assist Engineer in explaining administrative procedures, which will be followed during construction.
- Schedule and attend monthly progress meetings and other meetings with City and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.

- Submit to Engineer, with a copy to City, periodic construction progress reports containing a summary of the Contractor's progress, general condition of the Work, problems, and resolutions or proposed resolutions to problems.
- Review the progress schedule, schedule of shop drawings submissions, and schedule of values prepared by the Contractor, and consult with Engineer concerning their acceptability.
- Report to Engineer regarding work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment. Advise Engineer whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.
- Review applications for payment with the Contractor for compliance with the established procedure for their submission, and forward them with recommendations to Engineer, noting particularly their relation to the schedule of values, work completed, and materials and equipment delivered at the site, but not incorporated into the Work.
- Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by the Contractor, and notify Engineer of their availability for examination.
- During the course of the Work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed; and deliver this material to Engineer for his review and forwarding to City prior to final acceptance of the Work.
- Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor. This information will be combined with information from the record documents maintained by the Contractor, and a master set of documents conforming to construction records will be produced.
- Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to verify that their content complies with the requirements of, and the results certified indicate compliance with, the construction contract documents). This service is limited to a review of items submitted by the Contractor and does not extend to a determination of whether the Contractor has complied with all legal requirements.
- Maintain a record of events at the jobsite observed by the Resident Project Representative, including the following information:
 - Days the Contractor worked on the jobsite.

- Contractor and subcontractor personnel on jobsite.
- Construction equipment on the jobsite.
- Observed delays and causes.
- Weather conditions.
- Data relative to claims for extras or deductions.
- Activities observed.
- Observations pertaining to the progress of the Work.
- Materials received on jobsite.

The record of events shall be provided to the Client in electronic format and become the property of the Client. Engineer shall keep a copy of all such record documents.

Task 903 – Assistance in Certification of Substantial and Final Completion

- Before Engineer issues a Certificate of Substantial Completion, submit to the Contractor a list of items observed to require completion or correction.
- Assist Engineer and City in conducting final inspection in the company of the Contractor, and prepare a final list of items to be completed or corrected.
- Verify that all items on the final list have been completed or corrected, and make recommendations to Engineer concerning final completion and acceptance.

Task 904 – Materials Testing

- Proctor, 12 compaction tests, 2 sets of concrete cylinders

Task 905 – Survey of Pilot Bore

- Establish and furnish the Contractor with necessary baselines and control points, which will be used as datum for the Work. Actual construction staking will be done by the Contractor.
- Survey pilot bore and plot on the plan and profile sheet prior to allowing the contractor to proceed with further HDD activities (reaming, pulling, pipe, etc...)

Phase 1000 – Supplemental Services

Work Not Included – Any work requested by the City that is not included in one of the tasks listed will be classified as supplemental services. Supplemental services shall include but are not limited to:

- Coordination of work with surrounding landowners.

SCHEDULE FOR OLSSON’S SERVICES

Unless otherwise agreed, Olsson expects to perform its services covered by this Amendment as follows:

Anticipated Start Date: July 1, 2025
 Anticipated Completion Date: December 1, 2025

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

The fee for these services shall be time and materials not to exceed and forr the additional Scope of Services specifically set forth in this Amendment, Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. The fee shall not exceed \$28,589.60 without written authorization.

Task No.	Task Description	Labor	Expenses	Fee Estimate
8	Construction Administration	\$14,968.00	\$252.00	\$15,220.00
9	Resident Services During Construction	\$8,280.00	\$89.60	\$8,369.60
	Testing Allowance			\$3,000.00
	Survey Verification of Bore Allowance			\$2,000.00
	Total Project Fee (Time and Materials not to Exceed)	\$23,248.00	\$341.60	\$28,589.60

TERMS AND CONDITIONS OF SERVICE

All provisions of the original Agreement not specifically amended herein shall remain unchanged.

If this Contract Amendment satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.,

OLSSON, INC.

By Ben Day

By [Signature]

By signing below, you acknowledge that you have full authority to bind Client to the terms of this Amendment. If you accept this Amendment, please sign:

Beatrice Board of Public Works

By _____
Signature

Printed Name _____

Title _____

Dated: _____



AGENDA ITEM

Subject: Master Services Agreement with Caselle for Accounting Services and additional software, as recommended by the Board of Public Works

For Agenda of: July 7, 2025

Exhibit(s): Resolution and Agreement

Date Submitted: July 2, 2025

Resolution executing the Master Services Agreement between the City and Caselle for accounting services and the addition of Check on Demand software, Maintenance Orders software, and cloud services for all current Caselle applications used by the City

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Board the City has had Caselle for its accounting services since 2013 and these changes are for additional services the City would like to begin utilizing. Hannah Bell, Finance Director, stated the Check on Demand software will allow refund checks to be written without having to create additional vendors through Accounts Payable. The Maintenance Orders software will allow for administrative staff to create an order, such as a damaged stop sign, which will be sent to the appropriate department or employee. Once the issue has been resolved, the employee can update the maintenance order to complete, and the submitter will be notified. Bell noted the City has been in discussion for several years regarding moving our data to a cloud hosted environment, however, in the past Caselle's platform was not sufficient and not feasible due to the cost. Caselle has made several improvements to their cloud platform, along with a lower cost, which now makes sense for the City to move forward. Bell noted having Caselle on an offsite server will help with possible cybersecurity threats. Acting Chairman Baehr inquired if there are any insurance benefits of having sensitive information stored on the cloud and Tempelmeyer noted there could be potential savings with the City's cybersecurity insurance.

Moved by Zarybnicky, seconded by Hartley, that the Mayor and City Council execute the Master Services Agreement between the City and Caselle for accounting services and the addition of Check on Demand software, Maintenance Orders software, and cloud services for all current Caselle applications used by the City.

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

MOTION CARRIED.



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: June 30, 2025

FROM: Hannah Bell
Finance Director

FOR AGENDA OF: July 7, 2025

SUBJECT: Caselle Product Additions

EXHIBIT(S):

The City of Beatrice utilizes Caselle for all of our financial needs. Occasionally Caselle releases new applications to make certain processes easier and enhance the user experience. There are 3 changes/additions I would like to make to Caselle at this time.

Caselle Cloud – We have been in discussion for several years regarding moving our data to a Cloud hosted environment. Caselle has made several improvements to their Cloud platform and it now makes sense to make the switch, both for cost and security reasons.

Check on Demand – Allows for refund checks to be written without having to create additional vendors in Accounts Payable

Maintenance Orders – Allows for the Caselle user to submit orders regarding request for maintenance for a multitude of reasons, from vandalism to missing garbage cans. The order is assigned to the appropriate department or employee and the employee is then notified that a maintenance order has been placed. Once the issue has been resolved, the employee is then able to notify the submitter.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor, City Clerk, and City Administrator to execute the Master Services Agreement between the City of Beatrice, Nebraska and Caselle, LLC, for accounting services and the addition of Check on Demand software, Maintenance Orders software, and the addition of cloud services for all current Caselle applications used by the City.

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

SECTION 1. That the Mayor, City Clerk, and City Administrator are hereby authorized to execute the Master Services Agreement between the City of Beatrice, Nebraska and Caselle, LLC, for accounting services. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference. A copy of the addition of Check on Demand software, marked as Exhibit "B", is attached hereto and incorporated by reference. A copy of the addition of Maintenance Orders software, marked as Exhibit "C", is attached hereto and incorporated by reference. A copy of the addition of cloud services for all current Caselle applications used by the City, marked as Exhibit "D", 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 7th day of July, 2025.

Attest:


Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

Master Services Agreement

This Master Services Agreement (the "**Agreement**") is entered into by and between the parties listed below as of the Effective Date, and signed by a representative of each entity, who attests to having the necessary power and authority to bind the respective party:

"Caselle"	"Customer"
Entity Name: Caselle LLC	Entity Name: <i>City of Beatrice</i>
Address: 1656 S. East Bay Blvd Suite 100 Provo, UT 84606	Address: <i>400 Ella Street Beatrice, NE 68310</i>
Contact: Farrah Brown	Contact: <i>Hannah Bell</i>
Phone Number: 801-850-5078	Phone Number: <i>402.228.5200</i>
Email Address: fkb@caselle.com	Email Address: <i>hbell@beatrice.ne.gov</i>
Signature: 	Signature:
Name: Chad Jarvi	Name: <i>Tobias J. Tempelmeier</i>
Title: President	Title: <i>City Administrator</i>
"Effective Date": _____, 20__	

In consideration for the commitments set forth below, the adequacy of which consideration the parties hereby acknowledge, the parties agree as follows.

1. **DEFINITIONS.** The following capitalized terms will have the following meanings whenever used in this Agreement.
 - 1.1. "**Customer Data**" means all electronic data and information processed or stored through the Hosted Services by Customer or on Customer's behalf, but shall not include payment records, credit cards or other information Customer uses to pay Caselle, or other information and records related to Customer's account, including without limitation identifying information related to Customer staff involved in payment or other management of such account.
 - 1.2. "**Data Protection Laws**" means all state, foreign, or federal laws, statutes, regulations, rules, executive orders, directives, or other official guidance, and any industry rules or self-regulatory

codes of conduct relating to data protection, privacy, data security, electronic communications, or data security incidents that are applicable to Customer or Customer Data.

- 1.3. **"Documentation"** means any user manuals and other documentation that Caselle makes available to assist in the integration or use of the Hosted Services or On-Premise Software.
- 1.4. **"Hosted Services"** means Caselle's cloud-based services, applications and modules listed in an Order and hosted by or on behalf of Caselle for Customer, excluding all third party software.
- 1.5. **"On-Premise Software"** means Caselle's software products listed in an Order to be delivered as licensed software and deployed on Customer's premises in accordance with the terms of this Agreement and the Order.
- 1.6. **"Order"** means a quote, statement of work, invoice, or an order, furnished by Caselle to Customer, for access to the Hosted Services, for limited license to the On-Premise Software, or for other Services to be provided by Caselle to Customer. The Order is incorporated into and made a part of this Agreement.
- 1.7. **"Personal Data"** means any data that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular data subject, including without limitation, all information defined as "Personal Data," "Personal Information" or analogous definitions in applicable Data Protection Laws.
- 1.8. **"Services"** means the Hosted Services and/or On-Premise Software (as applicable) and the installation, initial training, configuration, customization, data conversion, and other services described on an Order, excluding Support.
- 1.9. **"Support"** means the support services for the Hosted Services or On-Premise Software as set forth in Section 2.4 of this Agreement.
- 1.10. **"User"** means any person who uses the Hosted Services on Customer's behalf or through Customer's accounts or passwords, whether authorized or not, including without limitation Customer's employees, representatives, consultants, contractors and agents.

2. SERVICES

- 2.1. Subscription and License Types. Caselle makes services available both in the form of a subscription to Hosted Services and a limited license to On-Premise Software. Certain terms and conditions of this Agreement apply only to the Hosted Services or to the On-Premise Software. Customer acknowledges and agrees that the delivery method of the Services (subscription to Hosted Services or limited license to On-Premise Software) indicated in an Order will determine the applicability of those terms and conditions under this Agreement. Notwithstanding the foregoing, Caselle generally permits (upon request and with Caselle prior approval) the transition during the term of an Order from On-Premise Software delivery to Hosted Services delivery. If Customer so requests and Caselle approves, Customer acknowledges and agrees that (a) Customer's acceptance of the Hosted Services constitutes Customer's agreement to the applicable terms of this Agreement governing Hosted Services, (b) Customer may incur an additional fee for transition as agreed upon by the parties in writing, and (c) Caselle will not be liable to Customer for any losses (including loss of data or profits) that Customer may incur as a result of such transition.

- 2.2. Authorization. Subject to the terms and conditions of this Agreement (including without limitation Customer's timely payment of all fees and compliance with all other obligations and restrictions set forth in this Agreement) and to the extent applicable in accordance with Customer's Order, Caselle:
- (a) grants to Customer permission to access and use the functionality of the Hosted Services, for the limited purposes described in the Documentation, throughout Customer's applicable service period; and/or
 - (b) grants Customer a license, during Customer's applicable license period, to reproduce and use the On-Premise Software, solely in the form furnished by Caselle to Customer, on Customer's own server(s) for the limited purposes described in the Documentation.
- 2.3. Delivery of Services. Upon payment by Customer of the applicable fees, Caselle will provide the Services as set forth in the applicable Order. If applicable based on Customer's Orders, Caselle will make the On-Premise Software available for electronic download.
- 2.4. Support. Caselle will use reasonable efforts during the term of this Agreement to make the Hosted Services available for Customer's authorized use twenty-four (24) hours per day, 365 days per year, subject to any planned or unplanned downtime. Caselle will use reasonable efforts to limit planned downtime to 11:00 pm Saturday to 1:00 am Sunday (Eastern Standard Time). Caselle will use reasonable efforts to communicate unplanned downtime via email or through the Hosted Services. Caselle's support primarily consists of responses to system operational configuration questions, troubleshooting assistance, and responses to occasional how-to questions concerning the Services. Support will not include, and Caselle will have no responsibility with regard to, any issues related to or arising from (a) Customer's or a third party's hardware, infrastructure or network, (b) any changes made other than by Caselle or its representatives, (c) format changes to any file used to import from, or export data to, a third party, or (d) training of personnel. Extended Support fees may apply and be assessed to Customer for any issues not covered by standard Support. Caselle will have representatives available for phone, email and internet support from 7:30 am to 5:30 pm (Mountain Standard Time) Monday through Friday (except designated federal and/or business holidays). To the extent applicable, Caselle will take reasonable measures to backup Customer Data each business day Monday through Friday (except designated holidays).
- 2.5. Documentation. Customer may reproduce and use the Documentation solely as necessary to support Users' use of the Hosted Services or On-Premise Software, as the case may be.
- 2.6. Hosted Services Revisions. Caselle may revise Hosted Services features and functions at any time, including without limitation by removing such features and functions or reducing service levels.
- 2.7. Ownership. The permissions and the license granted to Customer above are non-exclusive, non-transferable (unless assignment is approved by Caselle in accordance with Section 10.6), non-sublicensable, revocable, and subject to any applicable restrictions or limitations set forth in an Order and this Agreement. All rights not expressly granted to Customer are reserved by Caselle and its licensors. Without limiting the foregoing, all ownership and other proprietary interests in and to the Documentation and the Hosted Services, On-Premise Software and all fixes,

upgrades and updates thereto, and other Services, and all patents, copyrights, trade secrets, trademarks and other intellectual property rights embodied in or associated with the same, are and shall remain with Caselle and/or its licensors, as applicable. Neither this Agreement nor access to the Hosted Services or limited license to the On-Premise Software will be construed as transferring title or any ownership right or interest in the same to Customer. Upon termination of this agreement, Customer's limited license terminates, and Customer must, if applicable, return all copies and modifications of the On-Premise Software to Caselle within 30 days of receipt of written notification of such termination from either party.

- 2.8. Feedback. If Customer provides any feedback, enhancement requests, recommendations, comments, or suggestions (collectively, "**Feedback**") about Caselle or the Services, Customer agrees that Caselle may freely use such Feedback in its discretion without any obligation, attribution, or compensation to Customer, and Customer waives all rights in the Feedback.

3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS

- 3.1. Acceptable Use. The Services are for commercial use only. Customer shall comply with the Documentation. Customer shall not, nor will Customer allow anyone else to, directly or indirectly: (a) use the Services for any purpose other than Customer's own internal business purposes including, without limitation use for service bureau or time-sharing purposes or in any other way sublicense or allow third parties to use or exploit the Services, (b) permit any third party, other than Users with appropriate access authority, to access or use the Services without Caselle's consent, including without limitation providing Services passwords or other log-in information to any third party, (c) share all or any portion of the non-public Services features or content with any third party, (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services, (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler, (f) knowingly upload or permit to be introduced to the Services any data or other information that contains any worms, vulnerabilities, viruses, Trojan horse, or any other code, routine, program or mechanism of a destructive or malicious nature that permits unauthorized access into, disables, partially or wholly erases, or otherwise adversely affects the Services or the systems on which the Services are hosted, (g) reverse engineer, disassemble, decompile, decode, or adapt the Services, or any part thereof, or otherwise attempt to derive or gain access to the source code of the Services, (h) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works of or improvements to the Services or part thereof, (i) interfere with or disrupt servers or networks connected to the Services, or bypass or breach any security device, license key or protection used for or contained in the Services, (j) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any of Caselle's or any other party's intellectual property rights or that violates any applicable law, (k) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Services or Caselle systems, including, without limitation, to conduct penetration or similar testing, or (l) remove any disclaimer, copyright, trademark, proprietary rights, or other notice on or in the Services.

- 3.2. Customer Obligations. Customer assumes full responsibility for the use and results obtained from the use of the Services. Customer acknowledges that various third-party hardware, software and services are required to use the Services or certain features thereof, and Customer will be solely responsible for obtaining the same, at its expense and in accordance with all applicable specifications in the Documentation and Order, as needed. If Customer is using On-Premise Software and Caselle provides a fix, upgrade or update, Customer agrees to immediately install and/or use such fix, upgrade or update and discontinue use of the previous version of the On-Premise Software. For Hosted Services, any upgrades and other modifications we may create to improve the performance of the Services may be automatically installed without providing any additional notice or receiving consent from Customer.
- 3.3. Users. Customer is responsible and liable for: (a) Users' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the requirements of this Agreement applicable to Customer; and (b) any use of the Services through Customer's account, whether authorized or unauthorized. Customer shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting its passwords and other log-in information. Customer shall notify Caselle immediately of any known or suspected unauthorized use of the Services or breach of its security and shall use best efforts to stop said breach.
- 3.4. Compliance with Laws. In its use of the Services, Customer shall comply with all applicable laws and regulations.

4. CUSTOMER DATA

- 4.1. Use of Customer Data. Customer grants Caselle a worldwide, non-exclusive, royalty free, transferable, sub-licensable, perpetual, irrevocable right and license to access and use Customer Data (a) to provide the Hosted Services to Customer, (b) to share it with our affiliates and service providers for the purpose of providing the Hosted Services, (c) to contact Customer for marketing purposes, or (d) as required by applicable law or by proper legal, governmental or regulatory authority. Customer retains all right, title, and interest in and to Customer Data, subject to the rights granted to us in the Agreement. Customer is solely responsible for the accuracy, quality, integrity, reliability, appropriateness, legality and right to use Customer Data submitted to Caselle through the Services as well as the consequences, ramifications, and results of sharing Customer Data with Caselle. Caselle is not under any obligation to review Customer Data and shall not be liable or responsible for the content, accuracy, or appropriateness of, or the right to use Customer Data to perform the Services. Caselle may retain third parties to assist it in performing its obligations under this Agreement or any Order provided that such third parties shall share Caselle's legal obligations with respect to Customer Data as set forth herein. Such third parties shall be referred to as Subprocessors herein. If required by Data Protection Laws, Caselle will notify Customer before engaging any Subprocessor to process Customer Data. Caselle shall not sell Customer Data or share it with any third party for cross-contextual behavioral advertising. Caselle shall not, except as otherwise required or permitted herein, in an Order, or in other written direction from Customer, disclose Customer Data to any third party. To the extent Customer or Users provide Personal Data in connection with the use of the Services, Customer is responsible for and

warrants that Customer will obtain the necessary rights and consents under applicable law to disclose to Caselle, and allow Caselle to collect, use, retain, and disclose information that Customer provides to Caselle which Caselle is enabled to collect, including information using cookies or other similar means. Caselle also shall not combine Personal Data within the Customer Data with any data received from or on behalf of any third party. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy will be for Caselle to use reasonable commercial efforts to restore the lost or damaged content or data from the latest back-up of such content or data maintained by Caselle. Caselle will not be responsible for any loss, corruption, destruction, alteration or disclosure of Customer Data caused by Caselle or any third party.

- 4.2. Security. Caselle shall exercise commercially reasonable efforts to prevent unauthorized disclosure or exposure of Customer Data. Further, Caselle shall arrange for backup of Customer Data each business day to the extent applicable.
- 4.3. De-Identified Data. Caselle shall own all rights in and may collect, use, transfer, or share De-Identified Data (as defined below) in any way, in its sole discretion, including without limitation aggregated with data from other customers. "**De-Identified Data**" refers to Customer Data that has been processed so that it does not (a) contain Personal Data or (b) permit the identification of Customer.
- 4.4. Return or Destruction. Upon the termination or expiration of this Agreement, Caselle will return or securely destroy, at Customer's option, all Customer Data in Caselle's possession in a format of Caselle's choosing. If Customer elects the return of Customer Data, Caselle will securely destroy all Customer Data after such return. If Customer does not elect for the return of Customer Data within sixty (60) days of the termination or expiration of this Agreement, Caselle will securely destroy the Customer Data. Further, upon Customer request and for an additional fee, Caselle may assist Customer with installation and/or configuration of Customer Data on a local network. The obligations above do not apply to De-Identified Data.
- 4.5. Required Disclosure. Notwithstanding anything to the contrary in this Agreement, Caselle may disclose Customer Data as required by applicable law or by proper legal or governmental authority. Caselle shall give Customer prompt notice of any such legal or governmental demand unless prohibited from doing so, and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.
- 4.6. Risk of Exposure. CUSTOMER RECOGNIZES AND AGREES THAT HOSTING DATA ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN ACCESSING AND USING THE SERVICES, CUSTOMER ASSUMES ALL SUCH RISKS. CASELLE OFFERS NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT CUSTOMER DATA WILL NOT BE EXPOSED OR DISCLOSED THROUGH ERRORS OR THE ACTIONS OF THIRD PARTIES.
- 4.7. Data Accuracy. Caselle will have no responsibility or liability for the accuracy of Customer Data.
- 4.8. Regulatory Compliance. Caselle shall reasonably cooperate with Customer, at Customer's expense and on reasonable notice, to allow the Customer to take reasonable and appropriate steps to ensure that Caselle's processing of Customer Data is consistent with Data Protection Laws. If Customer determines that Caselle's processing of Customer Data is inconsistent with

Data Protection Laws or exceeds the authorization that Customer has authorized under this Agreement or in an Order, Caselle shall reasonably cooperate with Customer, at Customer's expense, to stop and remediate such processing.

- 4.9. Security Incidents. In the event either Customer or Caselle becomes aware of the unauthorized destruction, loss, alteration, disclosure, acquisition or use of, or access to Customer Data (a "**Security Incident**"), the party shall notify the other without undue delay, and, in any event, within five (5) days. The parties shall reasonably cooperate to determine the scope and cause of the Security Incident and to remediate the cause and effects of the Security Incident. Such cooperation shall include a continuing duty to share all information reasonably available to the party regarding the scope, nature and effects of the Security Incident. If Data Protection Laws require notice of a Security Incident to be given to government authorities or individuals, Customer shall promptly undertake such notifications at Customer's expense. Likewise, if Data Protection Laws require remedial action (which may include, without limitation: notice to credit reporting agencies, media, or other entities; support for affected individuals; and credit monitoring services), Customer shall promptly provide such remedial action at Customer's expense. Caselle will not inform any third party (except as legally or contractually required) of the Security Incident without Company's prior written consent.
- 4.10. Requests from Regulators and Individuals. If Caselle receives any inquiry or request from a government body or individual regarding the processing of Personal Data within the Customer Data, Caselle shall, unless prohibited by law, promptly forward such inquiry or request to Customer. Where such request is forwarded to Customer, Customer shall have the sole responsibility to respond to such inquiry or request. Caselle shall reasonably cooperate, at Customer's expense, with Customer as needed to respond to such inquiry or request.

5. PAYMENT OF FEES

- 5.1. Fees. Customer agrees to pay Caselle the fees set forth in Orders. Fees will be invoiced and paid in U.S. dollars. Unless otherwise specified in an Order, each invoice is due and payable at the invoice due date. Further, unless otherwise set forth in an Order, Caselle may increase the fees for any renewal period. Upon Customer request, Caselle will provide notice of any fee increases prior to renewal. No Support will be rendered to the Customer if any fees are overdue.
- 5.2. Interest, Taxes and Withholdings. Overdue payments will result in a 10% late payment fee. The fees set forth in this Agreement are exclusive of, and Customer will pay, all taxes, duties and other charges or fees imposed by governmental authorities arising out of this Agreement or the use of the Services by Customer. In the event that Caselle is required to pay any tax or duty (other than taxes based on Caselle's net income), Customer will reimburse Caselle for any and all such payments.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will commence on the Effective Date and continue until this Agreement has terminated or all Orders have been terminated, whichever occurs first. Except as otherwise set forth in an Order, the initial term of each Order will be for the period of time from when the Order becomes effective until the date that is one (1) year from the date when Caselle begins providing Services. Each Order will automatically renew after its initial term for

successive one (1) year periods, unless either party refuses such renewal by written notice thirty (30) or more days before the renewal date.

- 6.2. Termination for Cause. Either party may terminate this Agreement, including all active Orders, for the other's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Caselle's other rights and remedies, Caselle may suspend or terminate Customer's or any User's access to the Services at any time, without advance notice, if Caselle reasonably believes that Customer or such User has conducted itself in a way that is not consistent with the Documentation or the other requirements of this Agreement, in a way that puts the Services at risk, or in a way that subjects Caselle to potential liability.
- 6.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all permissions and other authorizations granted by Caselle to Customer under this Agreement will terminate and Customer shall (a) cease using the Services, (b) pay within thirty (30) days all amounts remaining unpaid under this Agreement, and (c) return all copies of Caselle's Confidential Information to Caselle or certify, in writing, the destruction thereof. Sections 2.7, 2.8, 3, 4, 5, 6.3, 7, 8, 9, 10, and any other provisions of this Agreement that, by their terms, contemplate continuing effectiveness beyond the term of this Agreement, will survive termination or expiration of this Agreement.

7. CONFIDENTIALITY

- 7.1. Confidential Information. "Confidential Information" means: (a) all software code, documentation and other materials included in or furnished by Caselle as part of the Services; and (b) any other non-public technical or business information of Caselle (or its licensors), including without limitation any information relating to Caselle's techniques, algorithms, software, hardware, firmware, know-how, current and future products, services, research, engineering, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, strategies, marketing plans and information, the terms and conditions of this Agreement, and any other information of Caselle (or its licensors) that is conspicuously identified as confidential or proprietary at the time of disclosure or that Customer should otherwise reasonably understand to be confidential or proprietary to Caselle or its licensors due to the nature of the information or the circumstances of its disclosure.
- 7.2. Obligations. Customer will maintain the confidentiality of the Confidential Information using at least the same measures employed to protect Customer's own confidential information and in no event less than reasonable measures. Customer will limit the disclosure of Confidential Information to only its personnel with a bona fide need to access such Confidential Information in order to exercise Customer's rights and obligations under this Agreement, and then only provided that each such person is bound by a written confidentiality agreement that contains restrictions at least as protective as those set forth in this Agreement. Customer shall not use, publish, duplicate, exploit or dispose of Confidential Information with respect to its performance of its duties under this Agreement.
- 7.3. Injunction. Customer agrees that Caselle will suffer irreparable harm in the event that Customer breaches any obligations under this Section 7 and that monetary damages will be inadequate

to compensate Caselle for such breach. In the event of a breach or threatened breach of any of the provisions of this Section, Caselle, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity and without the necessity of posting bond or proving that it has no adequate remedy at law, shall be entitled to seek a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. From Caselle. Caselle warrants that the Services: (a) will be provided in a professional manner and otherwise in accordance with generally recognized industry standards; and (b) will conform in all material respects to the Documentation. Customer's sole and exclusive remedy for any breach of the above warranty will be for Caselle to use commercially reasonable efforts, at no charge to Customer, to correct the non-compliance.
- 8.2. From Customer. Customer represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement. Customer represents that it has the requisite expertise to evaluate the suitability of, and has undertaken its own investigation of the suitability of, the Services and that it has relied upon its own skill and judgment in selecting the Services. Customer agrees it has determined that the Services meet Customer's needs. Customer assumes the entire risk of using the Services. Customer also represents and warrants that (a) its use of Customer Data complies with Data Protection Laws; (b) it has the legal right to use Customer Data and (c) it has the legal right to allow Caselle to process such Customer Data as set forth in this Agreement and any applicable Order.
- 8.3. Services Disclaimers. Except to the extent set forth in Section 8.1, THE SERVICES ARE PROVIDED AND ACCEPTED BY CUSTOMER "AS IS," AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND. ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF HIDDEN OR LATENT DEFECTS, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY EXPRESS OR IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE ARE SPECIFICALLY EXCLUDED AND DISCLAIMED. CASELLE DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, WILL BE ERROR FREE, SECURE OR WITHOUT DEFECT, WILL BE ACCURATE, RELIABLE OR CORRECT, WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, WILL BE VIRUS FREE OR FREE OF OTHER HARMFUL COMPONENTS, OR THAT ALL FAILURES OF THE SERVICES WILL BE CORRECTED. CASELLE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE SERVICES. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, SYSTEM OR NETWORK FAILURES OR FAILURES IN THE SYSTEMS OF CASELLE'S THIRD PARTY SERVICE PROVIDERS. CASELLE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION, ERRORS IN FUNCTIONING, OR THIRD PARTY ACTS OR OMISSIONS INCLUDING, WITHOUT LIMITATION, LOSS OF CUSTOMER DATA. FURTHERMORE, CASELLE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF ANY OF CASELLE'S WEBSITES OR HOSTED SERVERS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE OR TELECOMMUNICATIONS

PROVIDERS, AND FOR ANY OTHER REASON. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) CASELLE HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE; AND (d) CASELLE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL OPERATE OR BE COMPATIBLE WITH ANY THIRD PARTY HOSTED SERVICES OR HARDWARE.

9. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

- 9.1. Maximum Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASELLE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND/OR THE SERVICES (INCLUDING IN RELATION TO THE SEPARATE SPECIFIC TERMS) TO CUSTOMER OR A THIRD PARTY, FROM ANY CAUSE OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE LESSER OF (a) THE AMOUNT OF ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER AND/OR THE THIRD PARTY, OR (b) THE AMOUNTS PAID TO CASELLE BY CUSTOMER FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY UNDER THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE FOREGOING IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THIS AGREEMENT BY CASELLE. UNDER NO CIRCUMSTANCES WILL CASELLE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY RESULTING FROM HACKING OR OTHER UNAUTHORIZED ACCESS TO CUSTOMER'S ACCOUNT, CUSTOMER DATA OR ANY OTHER INFORMATION OF CUSTOMER OBTAINED BY CASELLE IN RELATION TO CUSTOMER'S USE OF THE SERVICES. IF CUSTOMER IS A CALIFORNIA RESIDENT, CUSTOMER EXPRESSLY WAIVES ITS RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
- 9.2. Exclusion of Damages. IN NO EVENT WILL CASELLE BE LIABLE TO CUSTOMER FOR ANY LOSS, DAMAGES, CLAIMS OR COSTS WHATSOEVER ARISING FROM LOST REVENUE, LOSS OF BUSINESS, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOST SAVINGS, LOSS OR CORRUPTION OF CUSTOMER DATA, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL OR REPUTATION, INJURY, DEATH, OR FOR ANY OTHER CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY, ALL REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF CASELLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN CUSTOMER'S JURISDICTION.
- 9.3. Basis of Bargain. The foregoing limitations and exclusions are an essential part of the parties' agreement and will apply even if any remedy fails in its essential purpose.

- 9.4. Customer Indemnity. Customer agrees to defend, indemnify and hold Caselle, its parent, subsidiaries, affiliates, officers, managers, directors, shareholders, members, employees, agents and representatives harmless from and against any and all claims, losses, liabilities, damages, judgments, penalties, costs and expenses (including but not limited to reasonable attorneys' fees and collection costs) arising out of or related to (a) any suit, claim or proceeding relating to the processing of Customer Data, (b) Customer's or Customer's employees', agents', representatives' or Users' (collectively, "**Customer's Representatives**") use or misuse of the Services or negligent or willful misconduct, (c) any activity occurring under Customer account(s), (d) any misrepresentation by Customer, (e) Customer's Representatives' acts or omissions in connection with the Services, Customer's business operations, or Customer's products or services, (f) Customer or Customer's Representatives' violation of the rights of any third party including, without limitation, intellectual property rights or privacy rights, (g) any actual or alleged breach of Customer's representations, warranties or obligations set forth in this Agreement, the Order or the Documentation, (h) Customer's violation of any applicable law, rule or regulation, (i) any claim by Customer's customers in connection with the Services, Customer's business operations or Customer's products or services, and (j) any third party's access to Customer's account or the Services using Customer's account credentials.

10. MISCELLANEOUS

- 10.1. Independent Contractors. Caselle and Customer are independent contractors and shall so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf.
- 10.2. Notices. Caselle may send notices pursuant to this Agreement to Customer's email contact points provided by Customer, and such notices will be deemed received twenty-four (24) hours after they are sent. Customer may send notices pursuant to this Agreement to sales@Caselle.com and such notices will be deemed received seventy-two (72) hours after they are sent. Either party may also send notices to the other party at the address provided in the introduction via recognized overnight carrier, and such notices will be deemed received the following business day if sent for next day delivery.
- 10.3. Severability. If any term or provision of this Agreement should be declared unlawful, void or unenforceable, the remaining terms and provisions of this Agreement shall be unimpaired and remain in full force and effect, and the unlawful, void or unenforceable term or provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under applicable law.
- 10.4. Entire Agreement. This Agreement, together with any Orders and documents referenced in this Agreement, constitutes the entire agreement and understanding between Caselle and Customer relating to the subject matter of this Agreement and supersedes any and all previous and contemporaneous communications, proposals, warranties, representations or agreements, whether written or oral, with respect to the subject matter of this Agreement. Any term or condition in any document provided by Customer that is in addition to or inconsistent with the terms and conditions of this Agreement (but that purports to relate to the subject matter of this Agreement) is hereby expressly rejected, and Caselle's acceptance of any offer or order of

Customer is expressly made in reliance on Customer's assent to all of the terms and conditions of this Agreement.

- 10.5. Conflicts: Order of Precedence. In the event of a conflict between provisions of this Agreement, an Order, the Documentation, or other attachment, the following order of precedence will govern: (1) an Order, with more recent Orders taking precedence over earlier Orders; (2) this Agreement; and (3) the Documentation.
- 10.6. No Assignment. Customer shall not assign this Agreement, any interest in this Agreement, or any rights hereunder, or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without Caselle's prior express written approval, which approval shall not be unreasonably withheld. Any such purported assignment or delegation by Customer without Caselle's prior written consent will be null and void and of no force or effect. Caselle may assign this Agreement without Customer's prior written consent to an affiliate or in connection with a change of control, merger, acquisition, or sale of all or of substantially all of its assets.
- 10.7. Amendment. Caselle reserves the right, in our sole discretion, to modify or change the Services and/or this Agreement or any part thereof at any time without prior notice to Customer. Caselle may amend this Agreement by posting a Notice of Revision and revised Agreement on its website and/or delivering a Notice of Revision and revised Agreement to Customer through Customer's account (if applicable) or to Customer's contact email address, each of which will be effective as of the time of posting or delivery, as applicable. Customer is responsible for reviewing Caselle's website, Customer account, and contact email account on a regular basis. Customer's access to and use of any of the Services following the posting or delivery of an amendment constitutes Customer's consent to such amendment.
- 10.8. Choice of Law and Jurisdiction. This Agreement and the rights, duties and obligations of the parties hereto are to be governed by, construed and enforced according to the laws of the State of Delaware and applicable controlling U.S. federal law, without regard to any conflict of law rules or principles. Any dispute arising out of or related to this Agreement shall be resolved only in the state or federal courts located in New Castle County, Delaware, and Customer and Caselle hereby submit to the exclusive jurisdiction of such courts. Customer irrevocably agrees to waive any objection to the venue of any such suit or proceeding in Delaware, or to in personam jurisdiction, provided that service is effective. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- 10.9. Force Majeure. Caselle will not be responsible for any delay or failure to perform its obligations specified in this Agreement due to causes beyond Caselle's reasonable control including, without limitation, failure or malfunction of Customer's or third party service provider's equipment, disruptions of Internet protocol ("IP") service through intermediate carriers, acts of God, explosions, vandalism, cable cut, storms, fires, floods or other catastrophes, pandemics, power failure, national emergencies, insurrections, riots, wars, strike, lockouts, boycotts, work stoppages or other labor difficulties, or any law, order, regulation or other actions of any governmental authority, agency, instrumentality, or of any civil or military authority.
- 10.10. Waiver. Failure by Caselle to enforce any rights or remedies under this Agreement or any Order will not be construed as a waiver of such rights or remedies, and a waiver by Caselle of a default

under this Agreement or any Order in one or more instances will not be construed as constituting a continuing waiver or as a waiver of any other rights or remedies under this Agreement or any Order. Caselle will not be deemed to have waived any rights or remedies under this Agreement or any Order unless such waiver is in writing and signed by a duly authorized representative of Caselle.

- 10.11. Use of Customer Name. Customer hereby consents to Caselle's use of Customer's name and logo to identify Customer as a customer or user of the Services in Caselle's marketing materials.
- 10.12. Execution in Counterparts. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

[Remainder of page intentionally left blank]

CERTIFICATE *of* SIGNATURE

REF. NUMBER
D07EH-KXZUK-ODAV2-OCZNE

DOCUMENT COMPLETED BY ALL PARTIES ON
18 JUN 2025 19:52:17 UTC

SIGNER

CHAD JARVI

EMAIL
CJARVI@CASELLE.COM

TIMESTAMP

SENT
18 JUN 2025 18:08:32 UTC
VIEWED
18 JUN 2025 18:30:15 UTC
SIGNED
18 JUN 2025 19:52:17 UTC

SIGNATURE



IP ADDRESS
66.168.6.186

LOCATION
WAUNAKEE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
18 JUN 2025 18:30:15 UTC



Caselle® Check on Demand Proposal
City of Beatrice, NE
06 / 16 / 2025

Exhibit "B"

Caselle® Check on Demand Proposal
City of Beatrice, NE

06 / 16 / 2025
(Valid for 90 days)

From:

Farrah Brown
fkb@caselle.com

Proposal Summary

Total Online Training	Included
Total Setup	\$250
Total Investment	\$250

Monthly Software Assurance will increase \$100.

I have read and agree to all terms & conditions proposed herein.

Signature

Printed Name & Title

Date

Proposal Detail

Caselle® Application Software	Online Training	Setup	Total
Check on Demand	Included	\$250	\$250
Grand Total	Included	\$250	\$250

Check on Demand Setup • Format the check form.

General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- New Customers must pay Caselle all one-time fees and costs (implementation fees and conversion fees) to reserve a spot on Caselle's implementation schedule. Caselle will invoice Customer for all ongoing fees when work commences on Customer's project, and that date determines the renewal date of this Proposal. Existing Customers purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full upon commitment; and annual fees prorated to coincide with the annual renewal date.

Caselle® Maintenance Orders Proposal

City of Beatrice, NE

06 / 16 / 2025

Exhibit "C"

Caselle® Maintenance Orders Proposal

City of Beatrice, NE

06 / 16 / 2025

(Valid for 90 days)

From:

Farrah Brown
fkb@caselle.com



CASELLE®

Proven Software Solutions for Local Government

www.caselle.com Toll Free (800) 228-9851 Fax (801) 850-5001 1656 S. East Bay Blvd., Ste. 100 / Provo, UT / 84606

Caselle® Maintenance Orders Proposal
City of Beatrice, NE
06 / 16 / 2025

Proposal Summary

Total Online Training	\$550
Total Setup	500
Total Investment	\$1,050

Monthly Software Assurance will increase \$125.

I have read and agree to all terms & conditions proposed herein.

Signature

Printed Name & Title

Date

Caselle® Maintenance Orders Proposal

City of Beatrice, NE

06 / 16 / 2025

Proposal Detail

Caselle® Application Software	Online Training	Setup	Total
Maintenance Orders	\$550	\$500	\$1,050
Grand Total	\$550	\$500	\$1,050

Maintenance Orders Setup

- Set up the Maintenance Order options (including personnel, department, and actions).
- Customize Maintenance Order data entry screens.
- Format three Maintenance Order form layouts.
- Set up organization information.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- New Customers must pay Caselle all one-time fees and costs (implementation fees and conversion fees) to reserve a spot on Caselle's implementation schedule. Caselle will invoice Customer for all ongoing fees when work commences on Customer's project, and that date determines the renewal date of this Proposal. Existing Customers purchasing additional modules will be billed upon commitment as follows: one-time fees billed in full upon commitment; and annual fees prorated to coincide with the annual renewal date.



Exhibit "D"

City of Beatrice, NE

06 / 26 / 2025

(Valid for 90 days)

Caselle Cloud

- Remote access from any location
- Reduced hardware maintenance
- Automatic worry-free backups
- Free application upgrades
- Unlimited support inquiries
- Priority response time

Hosted Solution Quote

Includes all applications currently licensed to the City and 17 User Licenses.

Monthly Maintenance & Support will increase \$903

I have read and agree to all terms & conditions proposed herein.

Signature

Printed Name & Title

Date

General Conditions

- This Proposal is governed by and subject to the Master Services Agreement between Customer and Caselle ("MSA"). Capitalized terms used in this Proposal and not defined herein have the meanings provided in the MSA.
- Caselle has made efforts to ensure the information contained within this Proposal is complete and accurate. However, Caselle reserves the right to correct any error or omission related to fees, product description or availability.
- Fees quoted in this Proposal do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are Customer's responsibility. Customer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Caselle will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.
- Caselle will invoice Customer for all ongoing fees when work commences on Customer's project. Annual fees will be prorated to coincide with an annual renewal date.

Contact Information

Please provide the employee information the team will be working with to setup and implement this order.

Name: Hannah Bell

Email: hbell@beatrice.ne.gov

Phone Number: 402-228-5200

Address: 400 Ella St, Beatrice, NE, 68310



Proven Software Solutions for Local Government

www.caselle.com Toll Free (800) 228-9851 Fax (801) 850-5001 1656 S. East Bay Blvd., Ste. 100 / Provo, UT / 84606



AGENDA ITEM

Subject: Cost of Sale and Rate Design Study Proposal with JK Energy, as recommended by the Board of Public Works

For Agenda of: July 7, 2025

Exhibit(s): Resolution and Proposal

Date Submitted: July 2, 2025

Resolution executing the Cost of Service and Rate Design Study Proposal, and any and all documents necessary to retain JK Energy Consulting, LLC, for professional services to conduct a cost of service and rate design study of the City's electric rate structure

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board the City has its energy capacity locked in until 2030. Tempelmeyer noted the City has utilized John Krajewski of JK Energy for a number of years. JK Energy will conduct a rate study to help the City determine if any changes are necessary moving forward. Tempelmeyer noted if the findings show a rate increase may be necessary after 2030, the City would have the option of implementing smaller increases over the next few years instead of implementing a large increase all at once. Boardmember Zarybnicky inquired if the City can provide input. Pat Feist, Electric Superintendent, noted Krajewski has been good to work with. Feist noted while Krajewski is providing his recommendation, the City makes the final decision on how to move forward with the information provided to best suit its needs.

Moved by Hartley, seconded by Leech, that the Mayor and City Council execute the Cost of Service and Rate Design Study Proposal, and any and all documents necessary to retain JK Energy Consulting, LLC, for professional services to conduct a cost of service and rate design study of the City's electric rate structure.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into an Agreement for Professional Services with JK Energy Consulting, LLC, to conduct a cost of service and rate design study of the City's electric rate structure.

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 for Professional Services with JK Energy Consulting, LLC, to conduct a cost of service and rate design study of the City's electric rate structure. A copy of the said Agreement for Professional Services, 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 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



July 1, 2025

Mr. Tobias Tempelmeyer
City Administrator
City of Beatrice
400 Ella Street
Beatrice, NE 68310

RE: Cost of Service / Rate Design Study Proposal

Dear Tobias:

JK Energy Consulting, LLC (JKEC) is pleased to submit this proposal to prepare a Cost of Service and Rate Design Study (COS/RDS) for the City of Beatrice's electric utility. This proposal is in response to our conversation in mid-June and includes the scope of services, proposed fee, schedule, and deliverables for the COS/RSD.

Project Understanding

The last time the City had a full cost of service study prepared was in 2021. Although there were some rate structure changes, overall revenue did not change as a result of that study. The last time Beatrice implemented a rate increase was in 2015.

The City is expecting that its power supply costs will increase after 2030 when its existing power supply agreements with NextEra for capacity and AEP Energy Services expire. Based on those expected cost increases, the City would like to consider developing a rate plan that would provide for steady increases through 2030 that would provide for adequate revenue to cover the projected increase in power supply costs.

Scope of Services

Task 1: Data Collection / Kick-off Meeting. This task involves collecting retail usage, operating expense, purchased power, and other data necessary to complete the cost of service analysis. A data request will be prepared and submitted to the City. To the extent certain data is not available, alternatives to the requested data will be identified.

John A. Krajewski, P.E.
74408 Road 433
Smithfield, Nebraska 68976
402-440-0227
jk@jkenergyconsulting.com
www.jkenergyconsulting.com

A kick-off meeting will be held to answer questions about the data request, discuss goals and objectives of the rate study, identify key issues, and finalize the project schedule. The kick-off meeting will be held via Zoom.

Task 2: Calculate Revenue Requirements and Operating Results. This task involves reviewing the projected operating expenses, non-retail revenues, capital requirements, debt service expenses and other elements that make up the projected revenue requirements. Revenue requirements will be calculated for a “Test Year” and for a projected period through 2031. Projected retail revenues will be compared to projected expenses to develop projected financial results going forward. The projected financial results are used to identify necessary rate increases for future periods. In particular, expected costs in 2031 when the City’s existing power supply contracts expire will be a major consideration in developing a rate plan. Debt service coverage will be calculated based on expected borrowing costs to fund new generation assets. Projected cash reserves will be calculated and compared to operating expenses to assess if additional reserves are necessary.

Upon completion of the projected financial results and calculation of financial targets, a Zoom meeting with City staff will be held. The purpose of the meeting will be to determine if the projections are reasonable and identify any changes necessary prior to completing the cost of service analysis. To the extent changes to the financial results are necessary, those changes will be implemented before completing the cost of service analysis.

Financial projections will be prepared on a cash basis (ensure adequate cash flow for normalized costs, including debt service and ongoing capital needs) and utility basis (using return on rate base). In addition, debt service coverage will be calculated based on existing rates. Each of the projections may be used to form the need for future rate changes, as relying on just one method (such as utility basis) may result in non-compliance with debt service coverage requirements.

Task 3: Prepare Cost of Service Analysis. This task involves calculating the cost of service for each retail rate class, using generally accepted ratemaking principles for public power utilities. Principles consistent with guidelines prepared by the American Public Power Association, the National Association of Regulatory Utilities Commissioners, the Federal Energy Regulatory Commission, and others will be followed.

A normalized test year budget will be prepared based on FY 2026 projected data. The purpose of normalization of the budget will be to ensure that one-time, unusual expenses are not included in long-term revenue requirements. If key financial ratios need to improve over time, there may be an amount included in the test year budget to phase in the necessary improvement to key financial ratios.

The various expenses incurred by the City will be identified and assigned to a function based on the type of service provided. For example, the electric cost of service will be allocated to production, transmission, distribution, and customer service. An appropriate

method for allocating expenses for each function among the various rate classes will be identified. For example, purchased power costs may be allocated based on the peak demand or energy usage by each retail class, while customer service expenses may be allocated based on the weighted number of retail customers. The result of this process is an equitable allocation of system-wide costs within rates charged to customers.

Task 4: Rate Design. This task involves designing retail rates for each rate class. This task considers the cost of service results as well as other goals established by the City. These goals may include long-term rate stability, competitiveness with neighboring utilities, financial stability, mitigation of large rate increases on particular rate classes, and funding of future capital projects. JKEC will meet with City staff to review these goals and establish rates that best accomplish the identified goals. Rate comparisons with neighboring utilities will be prepared.

Task 5: Present Results. This task involves preparing a draft report for initial review with key City staff. After this review, a final report will be prepared for presentation to the Board of Public Works (BPW) and City Council. A summary presentation will be given to the BPW and City Council at a regular scheduled meeting of each body. An updated rate ordinance will be provided to implement the proposed rates.

Deliverables

1. One electronic copy of draft report (summary form of report with proposed rate ordinance) for staff review/discussion.
2. One electronic copy of final report, including proposed rate ordinance, for presentation to City staff.
3. Presentation of results to the BPW and City Council at a regularly scheduled meeting.
4. One hard copy of the final report, including all work papers, and any changes resulting from City Council action and implemented rate ordinance.
5. One electronic copy of the final report, including all work papers, in Adobe Acrobat (.pdf) format.
6. One electronic copy of the proposed rate ordinances in Microsoft Word format.

Schedule / Meetings

The following schedule is based on the City awarding the contract no later than July 8, 2025. The goal will be to implement rate changes in conjunction with the start of FY 2026 on October 1, 2025. Any delay in executing the agreement or providing requested data will result in a similar delay in subsequent milestones. Dates are approximate and will be scheduled based on BPW and City Council meeting schedules and availability of Beatrice and JKEC staff.

July 8, 2025	Notice to proceed
July 22, 2025	Meet with City staff (via Zoom) to collect data and discuss the study process (including rate design goals)
August 1, 2025	Receive all requested data from the City
August 22, 2025	Draft report completed and sent to City staff
August 29, 2025	Review draft report with City staff
September 5, 2025	Provide City Council review draft
TBD	Present final results to the BPW
TBD	Present final results to the City Council
TBD	Final version of the study, including all work papers and ordinance, submitted to City (will reflect final action by City Council, if applicable)
October 1, 2025	Rate ordinance effective date

The proposed schedule includes two site visits: One for the BPW presentation and the other for the City Council presentation. If additional visits are requested, billing will be based on JKEC's standard billing rate schedule (see Attachment 1).

Utility Responsibility

The City will be responsible for the following:

- Providing requested data on a timely basis, including timely response to any questions or clarifications regarding the data.
- Reviewing the draft reports on a timely basis.
- Scheduling appropriate meetings with City staff and the City Council.

Fee

The lump sum fee, including billed time and out-of-pocket expenses, to provide the above-listed Scope of Services is \$18,000. Fees will be invoiced upon completion of the following milestones:

- \$2,000 will be invoiced upon completion of data collection / kick-off meeting
- \$10,000 will be invoiced upon completion of the draft report
- \$4,500 will be invoiced upon review and presentation of the final results (including the proposed ordinance) to the City Council
- \$1,500 will be invoiced upon submittal of the final version of the rate study

Invoices will be transmitted electronically via email and are due upon receipt. Interest will accrue on unpaid balances after 30 days at a rate of 1% per month.

Additional Services

Any services not included in the Scope of Services will only be provided upon written agreement (email authorization is acceptable) by the City and JKEC. Such services will be billed at JKEC's standard billing rate schedule (see Attachment 1).

JKEC appreciates the opportunity to provide this letter agreement to the City of Beatrice. If it is acceptable, please print this letter, sign, and return it to JKEC (by email is acceptable).

Sincerely yours,



John A. Krajewski, P.E.
JK Energy Consulting, LLC

Attachment

ACCEPTED BY:

City of Beatrice, Nebraska

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attachment 1 – JKEC Standard Billing Rate Schedule

The following rate schedule will be used to determine monthly billings unless a fixed fee or other billing arrangement is specified. The rate schedule will also be used to determine charges for additional services requested but not included in the agreed-upon Scope of Services.

<u>Billable Item</u>	<u>Billing Rate</u>
John A. Krajewski, P.E.	\$150.00 per hour
Senior Consultant	\$125.00 per hour
Administrative Staff	\$65.00 per hour
Mileage	IRS standard rate for business use (\$0.70 per mile as of January 1, 2025)
Lodging, meals, other travel	Actual cost, without markup
Copies, faxes, postage, phone, other office overheads	Included in hourly billing rate
Outside professional services	Actual cost

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Hangar Lease with Lloyd Wright, a single person, for the purpose of leasing Hangar C-8, located at the Beatrice Municipal Airport.

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

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a lease between the City of Beatrice, Nebraska and Lloyd Wright, for the purpose of leasing Hangar C-8, located at the Beatrice Municipal Airport. A copy of said Hangar Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

HANGAR LEASE

This Lease is made and entered into by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessor", and Lloyd Wright, hereinafter referred to as "Lessee".

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

1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to all of the terms and conditions of this Lease, Hangar C-8, located in the Southeast Quarter of Section 21, Township 4, Range 6 East of the P.M., Beatrice, Gage County, Nebraska (hereinafter the "Leased Premises").

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

3. PAYMENT. Lessee shall pay to Lessor for annual rent in the amount of One Thousand Ninety-Six Dollars and Twenty Cents (\$1,096.20) payable in nine (9) monthly installments of One Hundred Twenty Dollars (\$121.80), which shall be due on or before first day of each month, beginning on July 1, 2025. Thereafter, the annual rental amount shall increase by one and a half percent (1.5%) each year during the term of this Lease. For example, the annual rental for the lease year beginning on April 1, 2026 and ending on March 31, 2027 shall be One Thousand Four Hundred Eighty-Three Dollars and Fifty-Two Cents (\$1,483.52).

4. INTEREST ON LATE PAYMENTS. In the event any rent or any other sum payable by Lessee to Lessor under the provisions of this Lease is not received by Lessor from Lessee within ten (10) calendar days the date it is due and payable, Lessee shall pay to Lessor an additional sum ("Late Charge") in the amount equal to one percent (1%) of the amount of annual rent due for each day such rent is due and not paid. In addition to any other charges permitted herein, if Lessee makes a payment to Lessor by check and said check is returned to Lessor by Lessee's bank for insufficient funds, then an additional charge of Twenty-Five Dollars (\$25.00) per check shall be paid by Lessee to Lessor.

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

7. PURPOSE. The purpose of this Lease is for Lessee to use the Leased Premises exclusively for aeronautical purposes. If Lessee fails or ceases to use the hangar for an acceptable aeronautical use, this lease is subject to termination. Lessee shall not use, or permit the Leased

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

Lessor understands and agrees that the following activities shall be prohibited from taking place on the Leased Premises:

- A. Fuels, gasoline, or other inflammables shall not be stored in the hangar other than that which is contained in the tank or tanks of aircraft stored on the Leased Premises. Lessee may store aircraft lubricants within the hangar only in a properly marked UL or OSHA-approved container;
- B. Use of area heaters, regardless of the type, is prohibited in the hangar without prior written authorization by Lessor; and
- C. Smoking or open flame operations of any kind are strictly prohibited in the hangar.

8. ACCEPTABLE AERONAUTICAL USES. For purposes of this Lease, "Acceptable Aeronautical Use" shall meet the following conditions:

- A. Storage of "Flyable Aircraft". For the purpose of this lease, "Flyable Aircraft" shall meet all of the following conditions:
 - a. A correct and valid Certificate of Registration;
 - b. A correct and valid Certificate of Airworthiness;
 - c. An annual or condition or progressive maintenance inspection completed and released by an appropriate authority that the aircraft is in a condition safe for flight; and
 - d. A determination by the pilot in command that the aircraft is in a condition safe for flight.
- B. Shelter for maintenance, repair or refurbishment of aircraft, but not the indefinite storage of non-flyable aircraft. The Lessor will determine what is a reasonable length of time to store non-flyable aircraft. The Lessor may ask for and receive in writing from the Lessee a plan showing by what method and how long is needed to make the aircraft flyable. Once a plan is agreed upon, the Lessor may terminate a lease if the plan is not followed. The Lessor has the option to extend the plan time limits if the Lessee is making reasonable progress toward completing the aircraft project or for extenuating circumstances such as Lessee illness, mechanic illness, or military deployment.;
- C. Construction of home-built aircraft provided that activities are conducted safely;
- D. Ultralight aircraft operating within the limits of FAR 103 have no certificates, maintenance, or record keeping required by the FAA. FAR 103 ultralights are an aeronautical activity and may be hangered and operate on public use airports.

- E. Storage of aircraft handling equipment tow bar, workbenches, tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use.
- F. Storage of materials related to an aeronautical activity (ex: balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use) and storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar.
- G. A vehicle parked in the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

9. UTILITIES & LIABILITY. The Leased Premises has limited electrical supply and no access to water or sanitary sewer. Lessee's electrical usage is included in the rent set forth above. If Lessee desires additional electrical supply or access to water or sanitary sewer then Lessee shall be the cost of installation and usage. Lessee shall obtain Lessor's prior written approval before extending or alternating any utility service. Lessee may utilize Lessor's garbage dumpster at no additional cost. If, in the sole discretion of Lessor, Lessee's abuses or over uses Lessor's garbage dumpster then Lessee may be required to secure their own garbage service. No janitorial services are provided by Lessor to the Leased Premises as part of this Lease.

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

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

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

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

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

13. CONDITION AND REPAIR. Lessor shall maintain the Leased Premises at its expense, except that the cost to repair any damage to the Leased Premises caused by Lessee or its employees, members, agents, or invitees shall be paid by Lessee. Lessee shall be responsible for the clean up of any hazardous or other material spills from Lessee's aircraft, vehicles, or containers.

14. FIXTURES. Lessee shall not attach any fixtures to any portion of the premises, nor shall Lessee make any alternations, additions, improvements, or changes to the Leased Premises without in each instance first obtaining written approval by Lessor. All fixtures, alterations, additions, improvements, and changes shall become property of Lessor upon termination of the Lease.

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

16. SNOW REMOVAL. Lessor shall provide snow removal on runways, taxiways, and aprons up to two (2) feet of Leased Premises.

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

percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

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

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

18. INSPECTION. Lessor may enter 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 Lessee shall furnish Lessor with a key or the combination to any lock they place on the Leased Premises for the purpose of inspection or repair.

19. ENTRY OF PREMISES. Lessee shall have access to Airside components of the airport anytime. Lessor may, but is not required, to provide Lessee access to Landside components of the airport at all times.

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

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

22. FEDERAL REQUIREMENTS.

- A. Lessee shall furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in good repair the landing area of the airport and all publicly-owned facilities of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right to further develop and improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hinderance.
- D. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.
- E. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas of facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.
- F. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States Government or any agency thereof relative to the maintenance, operation, or development of the airport.
- G. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- H. Lessor reserves for itself, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right for passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said airspace or landing at, taking off from, or operation on or about the airport.

- I. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which the Department of Transportation program of activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- J. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- K. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 308 of the Federal Aviation Act of 1958.

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

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

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

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

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

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

Lessor: City of Beatrice	Lessee: Lloyd Wright
ATTN: City Attorney	1833 Walker Lane
400 Ella Street	Henderson, NV 89014-4015
Beatrice, NE 68310	

29. SIGNAGE. Lessee agrees that no signs or advertising material shall be placed or erected upon the Leased Premises without the prior written consent of Lessor.

30. TAXES. As of the signing of this Lease, Lessor is not assessed Property Taxes or Personal Property Taxes by the County. If Lessor is assessed Property Taxes or Personal Property Taxes in the future, then those taxes shall be passed on to Lessee and be in addition to the Rent. Lessor shall notify Lessee within thirty (30) calendar days of Lessor learning that the County will be assessing Lessor Property Taxes or Personal Property Taxes. Upon receiving notice, Lessee shall have thirty (30) calendar days to notify Lessor in writing of their desire to terminate this Lease effective December 31st of the current year

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.

Attest:

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation,
Lessor

Erin Saathoff, City Clerk

By: _____
Robert Morgan, Mayor

LLOYD WRIGHT, Lessee

Lloyd Wright
Lloyd Wright

STATE OF Nebraska)
)ss:
COUNTY OF Gage)

The foregoing Lease was acknowledged before me this 18 day of June, 2025 by Lloyd Wright to be his voluntary act and deed.

State of Nebraska – General Notary
DEBRA A BURROUGHS
My Commission Expires
July 26, 2025

Debra A Burroughs
Notary Public

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Hangar Lease with Allen Minick, a single person, for the purpose of leasing Hangar E-4, located at the Beatrice Municipal Airport.

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

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a lease between the City of Beatrice, Nebraska and Allen Minick, for the purpose of leasing Hangar E-4, located at the Beatrice Municipal Airport. A copy of said Hangar Lease, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

HANGAR LEASE

This Lease is made and entered into by and between the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessor", and Allen Minick, hereinafter referred to as "Lessee".

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

1. LEASED PREMISES. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, subject to all of the terms and conditions of this Lease, Hangar E-4, located in the Southeast Quarter of Section 21, Township 4, Range 6 East of the P.M., Beatrice, Gage County, Nebraska (hereinafter the "Leased Premises").

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

3. PAYMENT. Lessee shall pay to Lessor for annual rent in the amount of One Thousand Eight Hundred Dollars (\$1,370.25) payable in nine (9) monthly installments of One Hundred Fifty-Two Dollars and Twenty-Fiver Cents (\$152.25), which shall be due on or before first day of each month, beginning on July 1, 2025. Thereafter, the annual rental amount shall increase by one and a half percent (1.5%) each year during the term of this Lease. For example, the annual rental for the lease year beginning on April 1, 2026 and ending on March 31, 2027 shall be One Thousand Eight Hundred Fifty-Four Dollars and Forty-One Cents (\$1,854.41).

4. INTEREST ON LATE PAYMENTS. In the event any rent or any other sum payable by Lessee to Lessor under the provisions of this Lease is not received by Lessor from Lessee within ten (10) calendar days the date it is due and payable, Lessee shall pay to Lessor an additional sum ("Late Charge") in the amount equal to one percent (1%) of the amount of annual rent due for each day such rent is due and not paid. In addition to any other charges permitted herein, if Lessee makes a payment to Lessor by check and said check is returned to Lessor by Lessee's bank for insufficient funds, then an additional charge of Twenty-Five Dollars (\$25.00) per check shall be paid by Lessee to Lessor.

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

7. PURPOSE. The purpose of this Lease is for Lessee to use the Leased Premises exclusively for aeronautical purposes. If Lessee fails or ceases to use the hangar for an acceptable aeronautical use, this lease is subject to termination. Lessee shall not use, or permit the Leased

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

Lessor understands and agrees that the following activities shall be prohibited from taking place on the Leased Premises:

- A. Fuels, gasoline, or other inflammables shall not be stored in the hangar other than that which is contained in the tank or tanks of aircraft stored on the Leased Premises. Lessee may store aircraft lubricants within the hangar only in a properly marked UL or OSHA-approved container;
- B. Use of area heaters, regardless of the type, is prohibited in the hangar without prior written authorization by Lessor; and
- C. Smoking or open flame operations of any kind are strictly prohibited in the hangar.

8. ACCEPTABLE AERONAUTICAL USES. For purposes of this Lease, "Acceptable Aeronautical Use" shall meet the following conditions:

- A. Storage of "Flyable Aircraft". For the purpose of this lease, "Flyable Aircraft" shall meet all of the following conditions:
 - a. A correct and valid Certificate of Registration;
 - b. A correct and valid Certificate of Airworthiness;
 - c. An annual or condition or progressive maintenance inspection completed and released by an appropriate authority that the aircraft is in a condition safe for flight; and
 - d. A determination by the pilot in command that the aircraft is in a condition safe for flight.
- B. Shelter for maintenance, repair or refurbishment of aircraft, but not the indefinite storage of non-flyable aircraft. The Lessor will determine what is a reasonable length of time to store non-flyable aircraft. The Lessor may ask for and receive in writing from the Lessee a plan showing by what method and how long is needed to make the aircraft flyable. Once a plan is agreed upon, the Lessor may terminate a lease if the plan is not followed. The Lessor has the option to extend the plan time limits if the Lessee is making reasonable progress toward completing the aircraft project or for extenuating circumstances such as Lessee illness, mechanic illness, or military deployment.;
- C. Construction of home-built aircraft provided that activities are conducted safely;
- D. Ultralight aircraft operating within the limits of FAR 103 have no certificates, maintenance, or record keeping required by the FAA. FAR 103 ultralights are an aeronautical activity and may be hangered and operate on public use airports.

- E. Storage of aircraft handling equipment tow bar, workbenches, tools and materials used to service, maintain, repair or outfit aircraft; items related to ancillary or incidental uses that do not affect the hangars' primary use.
- F. Storage of materials related to an aeronautical activity (ex: balloon and skydiving equipment, office equipment, teaching tools, and materials related to ancillary or incidental uses that do not affect the hangars' primary use) and storage of non-aeronautical items that do not interfere with the primary aeronautical purpose of the hangar.
- G. A vehicle parked in the hangar while the aircraft usually stored in that hangar is flying, subject to local airport rules and regulations.

9. UTILITIES & LIABILITY. The Leased Premises has limited electrical supply and no access to water or sanitary sewer. Lessee's electrical usage is included in the rent set forth above. If Lessee desires additional electrical supply or access to water or sanitary sewer then Lessee shall be the cost of installation and usage. Lessee shall obtain Lessor's prior written approval before extending or alternating any utility service. Lessee may utilize Lessor's garbage dumpster at no additional cost. If, in the sole discretion of Lessor, Lessee's abuses or over uses Lessor's garbage dumpster then Lessee may be required to secure their own garbage service. No janitorial services are provided by Lessor to the Leased Premises as part of this Lease.

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

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

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

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

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

13. CONDITION AND REPAIR. Lessor shall maintain the Leased Premises at its expense, except that the cost to repair any damage to the Leased Premises caused by Lessee or its employees, members, agents, or invitees shall be paid by Lessee. Lessee shall be responsible for the clean up of any hazardous or other material spills from Lessee's aircraft, vehicles, or containers.

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

percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

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

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

18. INSPECTION. Lessor may enter 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 Lessee shall furnish Lessor with a key or the combination to any lock they place on the Leased Premises for the purpose of inspection or repair.

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

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- A. Lessee shall furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- B. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in good repair the landing area of the airport and all publicly-owned facilities of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
- C. Lessor reserves the right to further develop and improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of the Lessee, and without interference or hinderance.
- D. Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.
- E. During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas of facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the government, shall be suspended.
- F. This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States Government or any agency thereof relative to the maintenance, operation, or development of the airport.
- G. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
- H. Lessor reserves for itself, its successors, and assigns, for the use and benefit of the public, a free and unrestricted right for passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent to the operation of aircraft, now known or hereafter used for navigation of or flight in the air using said airspace or landing at, taking off from, or operation on or about the airport.

- I. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises for a purpose for which the Department of Transportation program of activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- J. Lessee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agrees as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that the Lessee with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said regulations may be amended.
- K. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 308 of the Federal Aviation Act of 1958.

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

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

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

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

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

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

Lessor: City of Beatrice	Lessee: Allen Minick
ATTN: City Attorney	1406 Doyle Ave.
400 Ella Street	Beatrice, NE 68310
Beatrice, NE 68310	

29. SIGNAGE. Lessee agrees that no signs or advertising material shall be placed or erected upon the Leased Premises without the prior written consent of Lessor.

30. TAXES. As of the signing of this Lease, Lessor is not assessed Property Taxes or Personal Property Taxes by the County. If Lessor is assessed Property Taxes or Personal Property Taxes in the future, then those taxes shall be passed on to Lessee and be in addition to the Rent. Lessor shall notify Lessee within thirty (30) calendar days of Lessor learning that the County will be assessing Lessor Property Taxes or Personal Property Taxes. Upon receiving notice, Lessee shall have thirty (30) calendar days to notify Lessor in writing of their desire to terminate this Lease effective December 31st of the current year

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

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

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

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

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

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

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

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

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

Dated this _____ day of _____, 20____.


Attest:

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation,
Lessor

Erin Saathoff, City Clerk

By: _____
Robert Morgan, Mayor

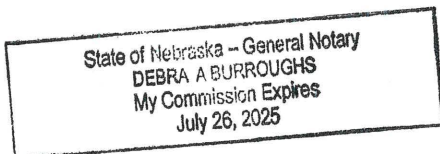
ALLEN MINICK, Lessee



Allen Minick

STATE OF Nebraska)
)ss:
COUNTY OF Gage)

The foregoing Lease was acknowledged before me this 16 day of June, 2025 by Allen Minick to be his voluntary act and deed.



Debra A Burroughs
Notary Public

RESOLUTION NUMBER _____

WHEREAS, the Mayor and City Council have previously adopted a health care plan for its full-time employees; and

WHEREAS, the Mayor and City Council find and determine that the “City of Beatrice/Board of Public Works Employee Health Plan: OAP Option” should be amended as stated in Amendment Number 4, attached hereto as Exhibit “A” and incorporated herein by this reference, (hereinafter “OAP Amendment Number 4”) and that such amendment go into effect on January 1, 2025; and

WHEREAS, the Mayor and City Council find and determine that the “City of Beatrice/Board of Public Works Employee Health Plan: High-Deductible Health Plan Option” should be amended as stated in Amendment Number 4, attached hereto as Exhibit “B” and incorporated herein by this reference, (hereinafter “HDHP Amendment Number 4”) and that such amendment go into effect on January 1, 2025.

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

SECTION 1. That the OAP Amendment Number 4 be and hereby is adopted.

SECTION 2. That the HDHP Amendment Number 4 be and hereby is adopted.

SECTION 3. That the City Administrator be and hereby is authorized to execute the OAP Amendment Number 4, HDHP Amendment Number 4, and any and all other contracts, documents, exhibits and memoranda necessary to effectuate said Amendment.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

AMENDMENT #4
 TO THE
 PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION
 for the
 CITY OF BEATRICE/BOARD OF PUBLIC WORKS
 EMPLOYEE HEALTH PLAN
 OAP OPTION - GROUP 2001026

The City of Beatrice/Board of Public Works Employee OAP Option is amended as follows (**red** and *italics* means change or addition and ~~strikeout~~ means deletion):

The following changes are effective January 1, 2025:

Within "SCHEDULE OF MEDICAL BENEFITS - PREMIUM PLAN", as amended, "PREVENTIVE CARE" is replaced as follows:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
PREVENTIVE CARE		
	100%, Deductible Waived	70% after Deductible
<p>Covered Services:</p> <ul style="list-style-type: none"> ◆ Well-Child Care ◆ Physical examinations ◆ Pelvic examination and pap smear ◆ Laboratory and testing ◆ Hearing and vision screening ◆ <i>Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</i> ◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE) ◆ Cardiovascular screening blood tests ◆ Colorectal cancer screening tests ◆ Vaccinations and Immunizations recommended by Physician ◆ BRCA1 and BRCA2 when medically indicated ◆ Nutritional counseling ◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures <p>Complete list of recommended preventive services can be viewed at: https://www.healthcare.gov/coverage/preventive-care-benefits/</p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

Within “**SCHEDULE OF MEDICAL BENEFITS - CORE PLAN**”, as amended, “**PREVENTIVE CARE**” is replaced as follows:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
PREVENTIVE CARE		
	100%, Deductible Waived	70% after Deductible
<p>Covered Services:</p> <ul style="list-style-type: none"> ◆ Well-Child Care ◆ Physical examinations ◆ Pelvic examination and pap smear ◆ Laboratory and testing ◆ Hearing and vision screening, up to age 18 ◆ <i>Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</i> ◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE) ◆ Cardiovascular screening blood tests ◆ Colorectal cancer screening tests ◆ Vaccinations and Immunizations recommended by Physician ◆ BRCA1 and BRCA2 when medically indicated ◆ Nutritional counseling ◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures <p>Complete list of recommended preventive services can be viewed at: https://www.healthcare.gov/coverage/preventive-care-benefits/</p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

Within “**MEDICAL BENEFITS**” “**NUTRITIONAL COUNSELING**”, “**OCCUPATIONAL THERAPY-OUTPATIENT**”, and “**PHYSICAL THERAPY-OUTPATIENT**” are replaced as follows:

NUTRITIONAL COUNSELING

Charges for treatment rendered by a registered dietician, or other Licensed Healthcare Provider, for individuals with medical conditions *or Mental Illness* that require a special diet *or counseling*. Such conditions include but may not be limited to, diabetes mellitus, coronary heart disease, congestive heart failure, severe obstructive airway disease, gout, renal failure, phenylketonuria, and hyperlipidemias *and Mental Illness (e.g., anorexia, bulimia nervosa)*.

OCCUPATIONAL THERAPY - OUTPATIENT

Coverage includes charges for Occupational Therapy whose primary purpose is to provide medical care for an Illness or Injury, on an Outpatient basis. Occupational Therapy must be ~~ordered by a Physician and~~ rendered by a licensed occupational therapist.

PHYSICAL THERAPY - OUTPATIENT

Coverage includes charges for Physical Therapy whose primary purpose is to provide medical care for an Illness or Injury, on an Outpatient basis. Physical Therapy must be ~~ordered by a Physician and~~ rendered by a licensed physical therapist.

SPEECH THERAPY - OUTPATIENT

Coverage includes charges for Speech Therapy by a Physician or Licensed speech therapist and follow either:

1. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a person;
2. An Injury; or Illness ~~that is other than a learning or mental disorder.~~

Within "**GENERAL DEFINITIONS**" "OCCUPATIONAL THERAPY", "PHYSICAL THERAPY" and "SPEECH THERAPY" are replaced as follows:

OCCUPATIONAL THERAPY

"Occupational Therapy" means a program of care ~~ordered by a Physician~~ which is for the purpose of improving the physical, cognitive and perceptual disabilities that influence the Covered Person's ability to perform functional tasks related to normal life functions or occupations, and which is for the purpose of assisting the Covered Person in performing such functional tasks without assistance.

PHYSICAL THERAPY

"Physical Therapy" means a plan of care ~~ordered by a Physician~~ and provided by a licensed physical therapist, to return the Covered Person to the highest level of motor functioning possible.

SPEECH THERAPY

"Speech Therapy" means a course of treatment, ~~ordered by a Physician~~, to treat speech deficiencies or impediments.

The following changes are effective May 17, 2025:

Within "**TITLE PAGE**", "Claims Processed By:" is replaced as follows:

ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.
2806 South Garfield Street
~~P.O. Box 3048~~
Missoula, MT 59806 ~~1-3048~~

Missoula Area Phone Number: (406) 721-2222
Toll-Free Number: (800) 877-1122

Within "**INTRODUCTION**", "The Plan Supervisor address" is replaced as follows:

Allegiance Benefit Plan Management, Inc.
2806 South Garfield Street
~~P.O. Box 3048~~
Missoula, MT 59806 ~~1-3048~~

Within "PROCEDURES FOR CLAIMING BENEFITS", the second paragraph is replaced as follows:

When completed, the claim must be sent to the Plan Supervisor, Allegiance Benefit Plan Management, Inc. at PO Box ~~3018~~ **21074**, ~~Missoula, Montana 59806-3018~~ **Eagan, Minnesota 55121**, (406) 721-2222 or (800) 877-1122 or through any electronic claims submission system or clearinghouse to which Allegiance Benefit Plan Management, Inc. has access.

Within "PROCEDURES FOR CLAIMING BENEFITS", the following paragraphs within "APPEALING AN UN-REIMBURSED PRE-SERVICE CLAIM" and "APPEALING AN UN-REIMBURSED POST-SERVICE CLAIM" are replaced as follows:

Appeals or requests for review of Adverse Benefit Determinations must be submitted to the Plan in writing to ~~P.O. Box 1269, Missoula, MT 59806-1269~~ **Allegiance Benefit Plan Management Appeals, PO Box 21222, Eagan, Minnesota 55121. Supporting materials may be submitted via mail, electronic claims submission process, facsimile (fax) or electronic mail (e-mail).**

Within "PLAN SUMMARY", item 9 is replaced as follows:

9. PLAN SUPERVISOR

Name: Allegiance Benefit Plan Management, Inc.
Address: ~~P.O. Box 3018~~ **2806 South Garfield Street**
Missoula, MT 59806**1**

Nothing in this amendment is deemed to change any other provision of the Plan Document/Summary Plan Description of which it becomes a part.

CITY OF BEATRICE/BOARD OF PUBLIC WORKS

BY: _____

TITLE: _____

Exhibit "B"

AMENDMENT #4
 TO THE
 PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION
 for the
 CITY OF BEATRICE/BOARD OF PUBLIC WORKS
 EMPLOYEE HEALTH PLAN
 HIGH DEDUCTIBLE HEALTH PLAN OPTION - GROUP 2001026

The City of Beatrice/Board of Public Works Employee Health Plan High Deductible Health Plan Option is amended as follows (*red and italics* means change or addition and ~~strikeout~~ means deletion):

The following changes are effective January 1, 2025:

Within "**SCHEDULE OF MEDICAL BENEFITS - SAVER PLAN (HSA)**", as amended, "**PREVENTIVE CARE**" is replaced as follows:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
PREVENTIVE CARE		
	100%, Deductible Waived	70% after Deductible
<p>Covered Services:</p> <ul style="list-style-type: none"> ◆ Well-Child Care ◆ Physical examinations ◆ Pelvic examination and pap smear ◆ Laboratory and testing ◆ Hearing and vision screening ◆ <i>Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</i> ◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE) ◆ Cardiovascular screening blood tests ◆ Colorectal cancer screening tests ◆ Vaccinations and Immunizations recommended by Physician ◆ BRCA1 and BRCA2 when medically indicated ◆ Nutritional counseling ◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures <p>Complete list of recommended preventive services can be viewed at: https://www.healthcare.gov/coverage/preventive-care-benefits/</p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

Within "**MEDICAL BENEFITS**" "NUTRITIONAL COUNSELING", "OCCUPATIONAL THERAPY-OUTPATIENT", and "PHYSICAL THERAPY-OUTPATIENT" are replaced as follows:

NUTRITIONAL COUNSELING

Charges for treatment rendered by a registered dietician, or other Licensed Healthcare Provider, for individuals with medical conditions *or Mental Illness* that require a special diet *or counseling*. Such conditions include but may not be limited to, diabetes mellitus, coronary heart disease, congestive heart failure, severe obstructive airway disease, gout, renal failure, phenylketonuria, and hyperlipidemias *and Mental Illness (e.g., anorexia, bulimia nervosa)*.

OCCUPATIONAL THERAPY - OUTPATIENT

Coverage includes charges for Occupational Therapy whose primary purpose is to provide medical care for an Illness or Injury, on an Outpatient basis. Occupational Therapy must be ~~ordered by a Physician and~~ rendered by a licensed occupational therapist.

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Coverage includes charges for Physical Therapy whose primary purpose is to provide medical care for an Illness or Injury, on an Outpatient basis. Physical Therapy must be ~~ordered by a Physician and~~ rendered by a licensed physical therapist.

SPEECH THERAPY - OUTPATIENT

Coverage includes charges for Speech Therapy by a Physician or Licensed speech therapist and follow either:

1. Surgery for correction of a congenital condition of the oral cavity, throat or nasal complex (other than a frenectomy) of a person;
2. An Injury; or Illness ~~that is other than a learning or mental disorder.~~

Within "**GENERAL DEFINITIONS**" "OCCUPATIONAL THERAPY", "PHYSICAL THERAPY" and "SPEECH THERAPY" are replaced as follows:

OCCUPATIONAL THERAPY

"Occupational Therapy" means a program of care ~~ordered by a Physician~~ which is for the purpose of improving the physical, cognitive and perceptual disabilities that influence the Covered Person's ability to perform functional tasks related to normal life functions or occupations, and which is for the purpose of assisting the Covered Person in performing such functional tasks without assistance.

PHYSICAL THERAPY

"Physical Therapy" means a plan of care ~~ordered by a Physician and~~ provided by a licensed physical therapist, to return the Covered Person to the highest level of motor functioning possible.

SPEECH THERAPY

"Speech Therapy" means a course of treatment, ~~ordered by a Physician,~~ to treat speech deficiencies or impediments.

The following changes are effective May 17, 2025:

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Missoula Area Phone Number: (406) 721-2222
Toll-Free Number: (800) 877-1122

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2806 South Garfield Street
P.O. Box 3048
Missoula, MT 59806-1-3048

Within "PROCEDURES FOR CLAIMING BENEFITS", the third paragraph is replaced as follows:

When completed, the claim must be sent to the Plan Supervisor, Allegiance Benefit Plan Management, Inc. at PO Box 3048 *21074*, ~~Missoula, Montana 59806-3048~~ *Eagan, Minnesota 55121*, (406) 721-2222 or (800) 877-1122 or through any electronic claims submission system or clearinghouse to which Allegiance Benefit Plan Management, Inc. has access.

Within "PROCEDURES FOR CLAIMING BENEFITS", the following paragraphs within "APPEALING AN UN-REIMBURSED PRE-SERVICE CLAIM" and "APPEALING AN UN-REIMBURSED POST-SERVICE CLAIM" are replaced as follows:

Appeals or requests for review of Adverse Benefit Determinations must be submitted to the Plan in writing to ~~P.O. Box 1269, Missoula, MT 59806-1269~~ *Allegiance Benefit Plan Management Appeals, PO Box 21222, Eagan, Minnesota 55121*. Supporting materials may be submitted via mail, electronic claims submission process, facsimile (fax) or electronic mail (e-mail).

Within "PLAN SUMMARY", item 9 is replaced as follows:

9. PLAN SUPERVISOR

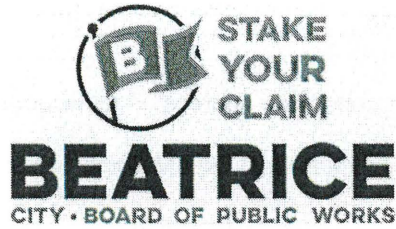
Name: Allegiance Benefit Plan Management, Inc.
Address: ~~P.O. Box 3048~~ *2806 South Garfield Street*
Missoula, MT 59806-1

Nothing in this amendment is deemed to change any other provision of the Plan Document/Summary Plan Description of which it becomes a part.

CITY OF BEATRICE/BOARD OF PUBLIC WORKS

BY: _____

TITLE: _____



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: June 30, 2025

FROM: Jay Murphy
Chief of Police

FOR AGENDA OF: July 7, 2025

SUBJECT: JAG Grant

EXHIBIT(S): Resolution & Grant

The Beatrice Police Department has been offered a grant through the Nebraska Crime Commission. This grant is a no-match grant in the amount of \$97,970. The grant is to be used for five (5) stationary License Plate Readers and two (2) mobile License Plate Readers. The stationary License Plate Readers will be placed on each side of the city to monitor what is coming into and leaving the City of Beatrice. I am asking for approval for this grant award to be signed and returned back to the Nebraska Crime Commission.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, has been Ninety-Seven Thousand Nine Hundred Seventy Dollars (\$97,970.00) in financial assistance from the Nebraska Commission on Law Enforcement and Criminal Justice's Justice Assistance Grant ("JAG") Program for the purpose of purchasing license plate readers for Beatrice Police vehicles ("109-2026-DA3000").

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

SECTION 1. That the Mayor, City Clerk, and City Administrator be authorized and are hereby directed to execute any and all official project documents necessary between the City of Beatrice and the State of Nebraska to accept said award, including, but not limited to a Grant Agreement.

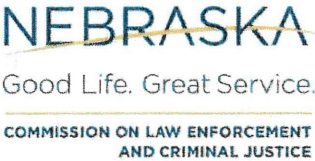

SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

  <p>Jim Pillen, Governor</p>		NE CRIME COMMISSION POINT OF CONTACT: LaNundra Colbert Justice Programs Grant Manager LaNundra.Colbert@nebraska.gov 531-510-3960
FEDERAL AWARDING AGENCY & DIVISION: Office of Justice Programs, Bureau of Justice Assistance	FEDERAL PROGRAM: 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program – State Solicitation DATE OF FEDERAL AWARD: 09/27/2023	FEDERAL AWARD NUMBER: 15PBJA-23-GG-03004-JAGX FEDERAL AWARD AMOUNT: \$1,467,419.00


SFY 2026 Justice Assistance Grant (JAG) Award

SUBRECIPIENT NAME AND ADDRESS: City of Beatrice (Police Department) 201 N 5th St Beatrice, NE 68310	PROJECT TITLE: LPRs
SUBGRANTEE IRS/VENDOR NUMBER: 47-6006092	DATE OF SUBAWARD: 05/16/2025
SUBGRANTEE UEI NUMBER: SDA1U4LQJ5E9	SUBGRANT NUMBER: 109-2026-DA3000
PROJECT PERIOD: 07-01-2025 to 06-30-2027	BUDGET PERIOD: 07-01-2025 to 06-30-2026
SUBAWARD AMOUNT: \$97,970.00	RESEARCH AND DEVELOPMENT (R&D) AWARD: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
MATCH AMOUNT: \$0.00	WAIVERS APPLIED: <input type="checkbox"/> MATCH <input type="checkbox"/> VOLUNTEER
SPECIAL CONDITIONS: THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).	
STATUTORY AUTHORITY FOR GRANT: This project is supported under FY23 (BJA – JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 – 10158); see also 28 U.S.C. 530C(a)	
CFDA#: 16.738 – Edward Byrne Memorial Justice Assistance Grant Program	

SFY 2026 Justice Assistance Grant (JAG) Award Summary

	Budget 07/01/25-06/30/26	Total
Federal Source(s)	Federal Share	Federal Share
FY 2023 JAG AL #16.738	\$97,970.00	\$97,970.00
Total	\$97,970.00	\$97,970.00

Award Approval & Acceptance

<u>AGENCY APPROVAL</u>		<u>GRANTEE ACCEPTANCE</u>	
TYPED NAME AND TITLE OF APPROVING OFFICIAL: Bryan Tuma, Executive Director, Nebraska Commission on Law Enforcement and Criminal Justice		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL: Tobias Tempelmeyer City Administrator City of Beatrice	
APPROVING OFFICIAL SIGNATURE: 	DATE: 06/23/2025	AUTHORIZED OFFICIAL SIGNATURE:	DATE:

Special Conditions

SFY 2026 Justice Assistance Grant (JAG)
Grant Award Period: July 1, 2025 – June 30, 2026

FEDERAL AWARDING AGENCY & DIVISION: Office of Justice Programs, Bureau of Justice Assistance	FEDERAL PROGRAM: 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant Program – State Solicitation CFDA#: 16.738 – Edward Byrne Memorial Justice Assistance Grant Program	FEDERAL AWARD NUMBER: 15PBJA-23-GG-03004-JAGX DATE OF FEDERAL AWARD: 09/27/2023
------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

This contract is subject to the standard conditions outlined in the applicable solicitation, grant application and the signed Certified Assurances. In addition, the subrecipient must comply with the Nebraska Commission on Law Enforcement and Criminal Justice (Crime Commission) Guidelines and the following special conditions:

1. **Funding Availability**

NCC may terminate the Grant Agreement, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, NCC may terminate the award with respect to those payments for the fiscal years for which such funds are not appropriated. NCC shall give full credit to Subrecipient for noncancelable obligations properly incurred by Subrecipient prior to termination, and costs incurred on, or prior to, the termination date. If the amount contained in any approved budget is greater than the amount contained in the Grant Funding Attachment, that additional amount does not represent a guarantee of additional funding. Budgets attached to the Grant Agreement may be based on the total amount of expected funding, and not actually available funding awarded to NCC from the Federal Funding Agency. Any attached budget only represents a guarantee of the amount of funding included in the Grant Funding Attachment.

2. **Compliance with Restrictions On The Use Of Federal Funds For Prohibited And Controlled Equipment**

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list.

The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment>, and are incorporated by reference here.

Prohibited equipment. Consistent with Executive Order 14074 of May 25, 2022, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of OJP grant funds for the purchase or transfer of the following equipment:

1. Firearms of .50 or greater caliber
2. Ammunition of .50 or greater caliber
3. Firearm silencers, as defined in 18 U.S.C. 921(a)(24)
4. Bayonets

5. Grenades (including stun and flash-bang)
6. Grenade launchers (including launchers for stun and flash-bang)
7. Explosives (except for explosives and percussion actuated non-electric disruptors used for accredited bomb squads and explosive detection canine training)
8. Any vehicles that do not have a commercial application, including all tracked and armored vehicles, unless the law enforcement agency certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief
9. Weaponized drones and weapons systems covered by DOD Directive 3000.09 of November 21, 2012, as amended (Autonomy in Weapon Systems)
10. Weaponized aircraft, vessels and vehicles of any kind
11. Aircraft that are combat-configured or combat-coded, have no established commercial flight application, or have no application for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief
12. Long-range acoustic devices that do not have a commercial application.
13. Camouflage-patterned uniforms intended for law enforcement use in urban or populous areas. (Woodland and desert patterns are allowable based on operational needs for law enforcement missions conducted within a specific physical terrain and environment, such as woodland camouflage patterns used in forested terrain for narcotics eradication programs.)

Controlled equipment. Consistent with Executive Order 14074 of May 25, 2022, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety" the use of OJP grant funds for the purchase or transfer of the following equipment is controlled, and recipients may not obligate, expend, or draw down funds for items on the controlled equipment list without express prior written approval for NCC.

1. Unmanned Aerial System (UAS), Unmanned Aircraft (UA) and/or Unmanned Aerial Vehicle (UAV)*
2. Command and/or Control Vehicles (Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident). Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category is not intended for other types of vehicles that could serve as a command and control center, including sport utility vehicles (SUVs).
3. Tactical Vehicles, wheeled (A vehicle purpose-built to operate on- and off-road in support of military operations, such as a HMMWV ("Humvee"), 2.5ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached). This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs being used in the ordinary course by police forces in the United States for patrol activities.
4. Manned aircraft, fixed and/or rotary wing
5. Specialized firearms and ammunition under .50 caliber. This excludes service-issued handguns, rifles, or shotguns that are issued or approved by the agency to be used during the course of regularly assigned duties.
6. Explosives and pyrotechnics

*The use of Bureau of Justice Assistance (BJA) grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV is unallowable.

Requesting prior approval to purchase or transfer controlled equipment. To request prior approval, the recipient must include each of the following elements:

1. A general description of the requesting agency;

2. A detailed justification for acquiring the controlled equipment, including a clear and persuasive explanation of the need for and appropriate criminal justice purpose that it will serve. (If applicable, please describe any previous instance in which the controlled equipment was used in a manner that deviated from the detailed justification supporting the application for that equipment.);
3. The number of units of the requested controlled equipment that are currently in your agency's inventory;
4. Categories of other controlled equipment acquired through Federal programs during the past three (3) years that the requesting agency currently has in its inventory;
5. Whether the requested controlled equipment currently could reasonably be accessed through loans or mutual assistance or mutual aid agreements;
6. Certification (written assurance) that the requesting agency has adopted required protocols or will adopt those protocols before physical acquisition or purchase of controlled equipment or transfer of funds (See POLICIES AND PROTOCOLS below);
7. Certification (written assurance) that the requesting agency has provided required training or will provide that training before physical acquisition or purchase of controlled equipment or transfer of funds (See TRAINING below);
8. Evidence of civilian governing body's review and approval or concurrence of the requesting agency's acquisition of the requested controlled equipment; Or, if the requesting agency's chief executive is popularly elected (e.g., a Sheriff), evidence of official written notice to the civilian governing body at least 30 days in advance of the application to acquire controlled equipment;
9. Whether the requesting agency has applied, or has a pending application(s), for this type of controlled equipment from another Federal agency during the current fiscal year;
10. Whether any prior application for controlled equipment has been denied by a Federal agency during the past three (3) years, and, if so, the reason for the denial; and
11. Whether the requesting agency has been found to be in violation of a Federal civil rights statute or programmatic term during the past three (3) years and, if so, whether any disposition was reached or corrective actions were taken. LEAs must disclose any finding by a Federal court or a Federal government agency, including an agency's Office of Civil Rights or the Civil Rights Division of the U.S. Department of Justice, that the LEA has violated a Federal civil rights law with respect to their policing functions. LEAs must also disclose any admissions of liability they have made regarding violations of Federal civil rights law in their policing functions.

Requirements that apply to Controlled Equipment. Following prior written approval from the NCC and OJP grant making component to use award funds to acquire an item listed on the Controlled Equipment list, the following requirements apply:

1. Policies and Protocols: Law enforcement agencies (LEAs) that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards.
 - a. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations.
 - b. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations.
 - c. Record-Keeping Requirement. Upon request, LEAs must provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols, to the Federal agency that supplied the equipment/funds.

2. Training: LEAs that acquire controlled equipment through Federal programs must ensure that its personnel are appropriately trained before using or authorizing the use of controlled equipment and that training meets the following requirements:
 - a. Required Annual Training on Protocols. On an annual basis, all LEA personnel who may use or authorize use of controlled equipment must be trained on the LEA's General Policing Standards and Specific Controlled Equipment Standards. (For purposes of this Requirement, "annual" training – after an initial comprehensive session – may be accomplished through, for example, an in-service, presentations at roll call, or as part of other training refreshers.)
 - b. Required Operational and Technical Training. LEA personnel who use controlled equipment must be properly trained on, and have achieved technical proficiency in, the operation or utilization of the controlled equipment at issue.
 - c. Scenario-Based Training. To the extent possible, LEA trainings related to controlled equipment should include scenario-based training that combines constitutional and community policing principles with equipment-specific training. LEA personnel authorizing or directing the use of controlled equipment should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled equipment should or should not be used.
 - d. Record-Keeping Requirement. LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEA's training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon request, to the Federal agency that supplied the equipment/funds.
3. After-Action Review: (1) LEAs must collect and retain "Required Information" (described below) when law enforcement activity that involves a "Significant Incident" requires, or results in, the use of any controlled equipment that was acquired under this award. (2) When unlawful or inappropriate police actions are alleged and trigger a Federal compliance review, and the Federal agency determines that controlled or prohibited equipment was used in the law enforcement activity under review, the LEA must produce or generate a report(s) containing Required Information.
 - a. "Significant Incident" Defined: Any law enforcement operation or action that involves (a) a violent encounter among civilians or between civilians and the police; (b) a use-of-force that causes death or serious bodily injury; (c) a demonstration or other public exercise of First Amendment rights; or (d) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed.
 - b. "Required Information" to Be Collected and Retained: (a) Identification of controlled equipment used (e.g., categories and number of units of controlled equipment used, make/model/serial number); (b) description of the law enforcement operation involving the controlled equipment; (c) identification of LEA personnel who used the equipment and, if possible, civilians involved in the incident; and (d) result of controlled equipment use (e.g., arrests, use-of-force, victim extraction, injuries).
 - c. Format of Information Collection and Retention. No new form or format is required as long as the Required Information is retained in a manner that is easily accessible and organized. For example, information about the use of controlled equipment can be included in an Operations Plan, detailed in officer daily logs, or described in use-of-force reports.
 - d. Record-Keeping Requirement: LEAs must retain "Significant Incident" reports and Required Information for a period of at least three (3) years and must provide a copy of these records, upon request, to the Federal agency that supplied the equipment/funds. This information also should be made available to the community

the LEA serves in accordance with applicable policies and protocols including considerations regarding the disclosure of sensitive information.

4. **Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs:** LEAs may transfer or sell any controlled equipment acquired under this award to another LEA. Prior to finalizing any transfer or sales agreement, the transferor/seller-LEA must inform and obtain approval from the Federal agency that supplied the controlled equipment/funds. The acquiring-LEA must submit the same information that was required of the transferor/seller-LEA to, and receive approval from, the Federal agency.
5. **Transfer/Sale of Award-Funded Controlled Equipment to Non-LEAs:** LEAs may transfer or sell only the following types of controlled equipment to non-LEAs: (a) Fixed Wing Aircraft; (b) Rotary Wing Aircraft; (c) Command And Control Vehicles; and (d) Tactical Vehicles. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings, must be removed prior to transfer or sale. The transferor/seller-LEA must inform and receive approval from the Federal agency from which the controlled equipment or funding to purchase the equipment was acquired prior to the finalization of any transfer or sale.
6. **Disposal of Controlled Equipment:** LEAs must abide by all applicable Federal, State and local laws, regulations, and programmatic terms when disposing of controlled equipment acquired under this award. Prior to disposal, LEAs must notify the Federal agency that supplied the controlled equipment/funds.
7. **Sanctions for Violations of Controlled Equipment Programs:**
 - a. **For Programmatic Violations.** For violations of any programmatic term or condition related to controlled equipment (e.g., failure to adopt required protocols, unauthorized transfers), the LEA will be suspended from acquiring additional controlled equipment through Federal programs for a minimum of 60 days. The suspension will continue until the Federal agency determines that the violation has been corrected. This does not prohibit a Federal agency from imposing other applicable sanctions according to applicable program parameters.
 - b. **Statutory Violations.** For alleged violations of law, including, where applicable, civil rights laws, the matter will be referred for investigation to the Federal agency's Office of Civil Rights (OCR) or other appropriate compliance office, or the U.S. Department of Justice. If the investigation results in a finding that the LEA violated a civil rights or other relevant statute, the LEA will be sanctioned according to statute and/or the Federal agency's governing rules and policies. At a minimum, the LEA will be suspended from acquiring additional controlled equipment through Federal programs for a minimum of 60 days.

3. Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

4. Compliance with DOJ regulations Pertaining to Civil Rights and Nondiscrimination – 28 C.F.R. Part 38

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient (“subgrantee”) organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CR “current” data.

5. Compliance with DOJ Regulations Pertaining to Civil Rights and Nondiscrimination – 28 C.F.R. Part 42

The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

6. Compliance with DOJ regulations Pertaining to Civil Rights and Nondiscrimination – 28 C.F.R Part 54

The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

7. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The subrecipient at any tier must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee’s disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, and abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency for guidance.

8. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. (together, the “Part 200 Uniform Requirements”) apply to this award.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards (“subgrants”), see the OJP website at

<https://ojp.gov/funding/Part200UniformRequirements.htm>

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425) of the federal award, unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333. (See *Special Condition #7d* for further subrecipient guidance)

Pursuant to Records Retention and Disposition Schedule 124, Section 63 - Grant Records, grant records shall be retained for 5 years.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

9. Compliance with Applicable Rules Regarding Approval, Planning, and Reporting of Conferences, Meetings, Trainings, and Other Events

The subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to NCC in the manner (including within the timeframes) specified by NCC in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The subrecipient agrees to comply with the DOJ Grants Financial Guide.

12. Compliance with General Appropriations-Law Restrictions On The Use Of Federal Funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Award Conditions: Each recipient subrecipient ("subgrantee") at any tier under an OJP award, must comply with all applicable restrictions, as set out below.

1. Publicity or propaganda. Federal funds are not legally available, and may not be used (whether directly or indirectly, including by private contractors), for publicity or propaganda purposes not authorized by the Congress.

2. Certain employee trainings. Federal funds are not legally available, and may not be used, for any employee training that—does not meet identified needs for knowledge, skills, and abilities bearing directly upon the performance of official duties; contains elements likely to induce high levels of emotional response or psychological stress in some participants; does not require prior employee notification of the content and methods to be used in the training and written end-of-course evaluation; contains any methods or content associated with religious or quasi-religious belief systems or "new age" belief systems as defined in Equal Employment Opportunity Commission Notice N-915.022, dated September 2, 1988; or is offensive to, or designed to change, participants' personal values or lifestyle outside the workplace.

Nothing in this provision prohibits, restricts, or otherwise precludes an agency from conducting training bearing directly upon the performance of official duties.

3. Nondisclosure policies, forms, and agreements.

(a) General rule - Federal funds are not legally available, and may not be used, to implement or enforce any nondisclosure policy, form, or agreement, if such policy, form, or agreement does not contain the following provisions:

"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing [federal] statute or Executive order relating to: (1) classified information; (2) communications to Congress; (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety; or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and [federal] statutory provisions are incorporated into this agreement and are controlling."

Notwithstanding the above provision, a nondisclosure policy, form, or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the United States Department of Justice, that are essential to reporting a substantial violation of law.

(b) Certain exceptions. Under certain circumstances, a nondisclosure agreement that does not contain the provisions set out in subsection (a) above nevertheless may continue to be implemented and enforced. Should a question arise as to whether an exception to the general rule set out in subsection (a) may be available for a particular nondisclosure agreement, the recipient is to contact OJP for guidance, and the recipient may not use federal funds to implement, continue to implement, or enforce the nondisclosure agreement without the express prior written approval of OJP.

B. Restrictions applicable only to certain federal funds under OJP awards:

1. Nondiscrimination in programs involving students. Funds appropriated under the Department of Justice Appropriations Act, and awarded by OJP are not legally available, and may not be used, to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or those of their parents or legal guardians.

2. Blocking of pornography on computer networks. Funds appropriated under the Department of Justice Appropriations Act, and awarded by OJP are not legally available, and may not be used, to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

Nothing in this provision limits the use of funds necessary for any federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, adjudication, or other law enforcement- or victim assistance-related activity.

3. Award or incentive fees to contractors. Funds appropriated under the Department of Justice Appropriations Act, and awarded by OJP are not legally available, and may not be used, to pay award or incentive fees for contractor performance that has been judged to be below satisfactory performance or for performance that does not meet the basic requirements of a contract.

4. Use of funds in connection with abortion. Funds appropriated under the Department of Justice Appropriations Act, and awarded by OJP are not legally available, and may not be used— (1) to pay for an abortion, except where the life of the mother would be endangered if the fetus were carried to term, or in the case of rape or incest; or (2) to require any person to perform, or facilitate in any way the performance of, any abortion.

5. "Pay-to-stay" at local jails. Funds appropriated to the Department of Justice through an annual appropriations statute and awarded by OJP are not legally available to, and may not be provided to, any local jail that runs a "pay-to-stay" program. (Monies in the Crime Victims Fund are not appropriated through an annual appropriations statute.)

13. Effect of Failure to Address Audit Issues

Subrecipient understands and agrees that if the subrecipient does not satisfactorily and promptly address outstanding issues from monitors and/or audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with monitors, audits, investigations or reviews of DOJ awards that funds may be withheld, suspended or other related requirements imposed.

14. Requirements of the Award: remedies for non-compliance or for materially false statements

The conditions of this award are material requirement of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certification as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period – may in the Office of Justice Programs ("OJP"), also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 USC1001 and/or 1621, and/or 34 USC 10271-10273), and also may lead to imposition of civil

penalties and administrative remedies for false claims or otherwise (including under 31 USC 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or –unenforceable, such provision shall be deemed severable from this award.

15. Requirements Related to “de minimis” Indirect Cost Rate:

A subrecipient (at any tier) that is eligible under the Part 200 Uniform Requirements to use the de Minimis indirect cost rate, must advise the Crime Commission in writing (in the grant application) of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The “de Minimis” rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

16. Employment Eligibility Verification For Hiring Under The Award

a. Subrecipients at any tier must

- i. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 USC 1324a(a)(1).
- ii. Notify all persons associated with any subrecipient who are or will be involved in activities under this award of both—
 - a) This award requirement for verification of employment eligibility, and
 - b) The associated provisions in 8USC 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
- iii. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 USC 1324a(a)(1).
- iv. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

b. Monitoring of subrecipient compliance with this condition will be conducted by the Crime Commission

c. **Allowable costs** – To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

d. Rules of Construction

i. Staff involved in the hiring process

For the purposes of this conditions, persons “who are or will be involved in activities under this award” specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

ii. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirements of this condition regarding verification of employment eligibility, the subrecipient may choose to participate in and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the subrecipient uses E-verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

- iii. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.
- iv. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
- v. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8USC 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

17. OJP Training Guiding Principles

Any training or training materials that the subrecipient ("subgrantee") at any tier – develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles of Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

18. Determination Of Suitability To Interact With Participating Minors

SCOPE. This Condition applies to this award if it is indicated – in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier) that a purpose of some or all of the activities to be carried out under the award (by subrecipient at any tier) is to benefit a set of individual's under 18 years of age.

The subrecipient, at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/fuding/Explore/Interact-Minors.htm> is incorporated by reference here.

19. Potential imposition of additional requirements

The subrecipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters

No subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the subrecipient –
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the Crime Commission, and will resume (or permit resumption) of such obligations only if expressly authorized to do so.
2. If the subrecipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both, it represents that –
 - a. It has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - c. It certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of awards funds to or by that entity, will provide prompt written notification to the Crime Commission and will resume (or permit resumption of) such obligations only if expressly authorized to do so.

Noncompliance with this condition will result in immediate suspension of any further obligations of funds to or by that subrecipient, contractor, or subcontractor. Suspension will be released only if expressly authorized to do so by the awarding federal agency, the Bureau of Justice Assistance.

21. Reclassification of Various Statutory Provisions to a New Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP

grants and cooperative agreements), including many provisions previously codified in Title 42 or the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

22. Requirement to Report Actual or Imminent Breach or Personally Identifiable Information (PII)

The subrecipient (at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if a subrecipient—1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to the Crime Commission that allows enough time for reporting to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

The actual or imminent breach must be reported to the Crime Commission in a timeframe that will allow for proper notification to the applicable OJP Program Manager within 24 hours as stated above and identified in the subrecipient (at any tier) PII procedure.

23. Encouragement of Policies to Ban Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24. All Subawards ("subgrants") Must Have Specific Federal Authorization

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm>, and are incorporated by reference here.

25. Specific Post-Award Approval Required To Use A Noncompetitive Approach In Any Procurement Contract That Would Exceed \$250,000

The subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that – for purposes of federal grants administrative requirements – OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under OJP award are posted on the OJP web site <https://www.ojp.gov/funding/explore/noncompetitiveprocurement.htm> (Award condition: Specific

post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26. Requirements Pertaining to Prohibited Conduct Related to Trafficking in Persons (including reporting requirements and OJP authority to terminate award)

The subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients (“subgrantees”), or individuals defined (for purposes of this condition) as “employees” of any subrecipient.

The details of the subrecipient’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27. Requirement to Report Potentially Duplicative Funding

If the subrecipient currently has other active awards of federal funds, or if the subrecipient receives any other award of federal funds during the period of performance for this award, the subrecipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the subrecipient must promptly notify the Crime Commission in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project scope subgrant adjustment to eliminate any inappropriate duplication of funding.

28. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct

The subrecipients (“subgrantees”) must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee agent, subrecipient, contractor, or other person, has in connection with funds under this award – (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by – (1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select “Submit Report Online”); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29. Requirements related to System for Award Management and Universal Identifier Requirements:

Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP), The subrecipient must maintain a Unique Entity Identifier (UEI). No agency may receive a subaward (“subgrants”) under this award unless the agency has provided its unique entity identifier to the Crime Commission.

An inactive SAM registration will result in a suspension of funds that will last until the SAM registration becomes active. It is the obligation of the subgrantee to maintain regular communication with their Crime Commission Point of Contact regarding the status of their SAM registration becoming reactivated. Inactive SAM registrations that are not resolved in a reasonable and timely manner may

result in a denial of expenses incurred during the suspension period and/or a termination of the entire subgrant.

30. Restrictions On "Lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the subrecipient at any tier, to pay any person to influence (or attempt the influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a subrecipient would or might fall within the scope of these prohibitions, the subrecipient is to contact the Crime Commission for guidance, and may not proceed without the express prior written approval of OJP.

31. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceeding to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

32. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The subrecipient at any tier must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The subrecipient at any tier must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

33. Avoidance of Duplication of Networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone

to achieve interstate connectivity, unless the subrecipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

34. Law Enforcement Task Forces – Required Training

Within 120 calendar days of award approval, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required on line (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

If award funds are used to support a task force, the subrecipient must compile and maintain a task force personnel roster and submit with course completion certificates to the Crime Commission within 150 calendar days after award approval (by the Crime Commission). Not complying within this condition could result in a suspension of funding until training verification is received and approved by the Crime Commission.

Additional information regarding the training is available through BJA’s web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

35. Subawarded Agency and Required Monitoring of Subawards:

Each agency (subgrantee at 3rd tier) subawarded funds under this project shall receive a signed Grant Subaward and Special Conditions agreement from your organization (subgrantee at 2nd tier). The 2nd tier subgrantee will provide the Crime Commission a copy of the 3rd tier subgrantee’s signed Subaward and Special Conditions before the Crime Commission will disburse funds to 2nd Tier subgrantee for the purpose of reimbursing the 3rd tier subawarded agency. The subgrantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the subrecipient is responsible for oversight of 3rd tier subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The subrecipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Publicity/Publication Acknowledgement

The sub-grantee (at any tier) agrees that any publication or publicity (written, visual, or audio) funded, in whole or in part, with state funds by the Crime Commission will include an acknowledgement of funding that shall contain the following statement:

“This project is supported by Subgrant No. **109-2026-DA3000** awarded by the Nebraska Crime Commission through Grant No. 15PBJA-23-GG-03004-JAGX provided by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice or the Crime Commission.”

A copy of such publicity or publication shall be sent to the Crime Commission. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part by Subgrant No. **109-2026-DA3000** awarded by the Nebraska Crime Commission through Grant No. 15PBJA-23-GG-03004-JAGX provided by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the Crime Commission, U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37. Use of Funds for Forensic Genealogy Testing

If award funds are used for forensic genealogy testing, testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

38. Prohibited use of funds for Unmanned Aircraft Systems

The subrecipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

39. FFATA Reporting – Subawards and Executive Compensation

The subrecipient must comply with applicable requirements to report the names and total compensation of the five most highly compensated executives of the subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to– (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

40. Limited English Proficiency (LEP)

Subrecipients must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for

grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

41. Cooperating with OJP Monitoring

The sub-recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The sub-recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the sub-recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the sub-recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the sub-recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

42. Use of Program Income

Subrecipients (at any tier) agree that all income generated as a direct result of this award shall be deemed program income. Subrecipients must seek approval from the Crime Commission prior to generating program income. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the Crime Commission prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the Crime Commission must be reported by the subrecipient to the Crime Commission so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the Crime Commission must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the Crime Commission and the subrecipient.

All program income earned must be accounted for and used for the purposes of funds provided under this award and comply with the conditions of the effective edition of the DOJ Financial Guide and, as applicable, 2 C.F.R. Part 200.

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

43. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the subrecipient at any tier must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231 (c)-(d). The recipient may not satisfy such a fine with federal funds.

44. Protection of human research subjects

The subrecipient at any tier must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

45. Confidentiality of Data

The subrecipient at any tier must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The subrecipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

46. Cooperation with Assessments and Evaluations

The sub-recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

47. Authorized Representative

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48. Limitations on the use of Facial Recognition Technology

The subrecipient in accepting this award, agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the subrecipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Subrecipients utilizing funds for FRT must make such policies and procedures available to the Crime Commission and/or DOJ upon request.

49. Methods of Administration" – Monitoring Compliance with Civil Rights Laws and Nondiscrimination Provisions

Subrecipient (at any tier) assures full cooperation with the Crime Commission in the monitoring of the subrecipient compliance with all applicable Federal Civil Rights laws. Monitoring may include submission of any required documentation, requests for information, and on-site visits.

50. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks – including 18 U.S.C. 922 and 34 U.S.C. ch. 409 – if the subrecipient (at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the NICS, the subrecipient must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or state law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and – when appropriate – promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

51. Compliance with National Environmental Policy Act and Related Statues

Upon request, the subrecipient at any tier must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds.

This condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the subrecipient or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met.

The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bjagov.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the subrecipients' existing programs or activities that will be funded by these award funds, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

52. Establishment of trust fund

If award funds are being drawn down in advance, the subrecipient is required to establish a trust fund account. Subrecipients must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(B)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The subrecipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpected funds, including interest earned, must be returned to the Crime Commission at the time of closeout.

53. Use of Funds for DNA Testing; Upload of DNA Profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

54. Prohibition on use of award funds for match under BVP Program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Best Partnership (BVP) program.

55. Certification of body armor “mandatory wear” policies, and compliance with NIJ Standards

If subrecipient uses funds under this award to purchase body armor, the subrecipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written “mandatory wear” policy in effect. The subrecipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>.

56. Extreme Risk Protection Programs

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitution alright, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

57. **Required Data on Law Enforcement Agency Training**

Any law enforcement agency receiving direct or subawarded funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

58. **Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

59. **Use of Federal Grant Funds**

- a. No State/Federal grant funds shall be used for costs existing prior to or after the grant period.
- b. Nothing in this condition shall be understood to authorize the subrecipient at any tier to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.
- c. Federal and matching funds are to be used for the purpose stated in the approved grant application. Any changes must be approved by the Crime Commission prior to the change taking place.
- d. No other Federal funds shall be used to meet the match requirement.
- e. No Federal funds will be used for land acquisition.
- f. No Federal funds are to be used for entertainment, fines and penalties, Visa fees, Passport charges, bar charges/Alcoholic beverages, or membership fees.
- g. Crime Commission funding cannot be placed in interest bearing accounts by private non-profit agencies.
- h. The subrecipient ("subgrantee") at any tier, must authorize the Crime Commission, Bureau of Justice Programs (BJA) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to the JAG grant.

60. **Audits**

- a. All audits will comply with 2 C.F.R. 200 Subpart F. Audits for private non-profit agencies shall comply with the DOJ Financial Guide.
- b. Agencies and organizations receiving federal funds from various sources totaling \$750,000 or more during their Fiscal Year are required to have a Single Audit. Total cost of the audit must be prorated among funding sources. Agencies and organizations receiving federal funds from various sources totaling less than \$750,000 during their Fiscal Year are not required to have a Single Audit. However, a complete agency audit complying with 2 C.F.R. 200 Subpart F, is highly recommended once every three years for private non-profit agencies receiving funding from the Crime Commission.
- c. **ONE Copy** of the Single Audit that includes a **Letter of Findings** is required to be submitted to the Crime Commission within 9 months of the agency fiscal year end, or within 30 days of receipt of the Audit report if received earlier than the 9-month deadline.
- d. Authorized representatives of the Crime Commission and the federal agencies associated with the federal funding source shall have access to and the right to examine all records, books, papers or

documents related to this grant for the purpose of audit and examinations. All records shall be retained generally for five (5) years from the date of the final Crime Commission fiscal report unless an audit is in progress or the findings of a completed audit have not been resolved satisfactorily, in which case the retention period will be extended.

61. Justification of Consultant Rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office, by way of the Crime Commission, prior to obligation or expenditure of such funds.

62. Authorized Representative (Authorized Official or Authorized Certifying Official)

The subrecipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The subrecipient further understands and agrees that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

63. Financial Or Programmatic-Related Documentation

The sub-recipient agrees to promptly provide, upon request, financial or programmatic-related documentation related to this award, including documentation of expenditures and achievements. The sub-recipient understands that it will be subject to additional financial and programmatic in-depth or on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring. The sub-recipient agrees to develop or maintain effective internal controls to manage federal awards (see 2 C.F.R. 200.303) and effective financial management policies and procedures to manage federal awards (see 2 C.F.R. 200.302).

STATE GRANT MANAGEMENT REQUIREMENTS

64. Acceptant of Grant Award and Special Conditions

In order to affirmatively accept the Grant Award and Special Conditions:

- a. The **Grant Award** must be signed by the subrecipient's Authorized Official and returned to the Crime Commission within fifteen (15) calendar days from the date the Grant Award is sent to the subrecipient; and
- b. The **Special Conditions** must be signed by the subrecipient's Authorized Official, Project Point of Contact, and the Fiscal/Financial Point of Contact, and returned to the Crime Commission within fifteen (15) calendar days from the date the Special Conditions are sent to the subrecipient.

Exceptions to this requirement may be allowed when an extension has been approved by the Federal Grants and Programs Director. Applicants failing to submit signed documentation by the deadline will be considered withdrawn.

65. Limitation on use of funds to approved activities

The subrecipient agrees that funds will be used only for the purposes described in the funding opportunity announcement unless the Crime Commission determines that any of these activities are out of scope or unallowable. The subrecipient must not undertake any work or activities that are not described in the subrecipient's funding opportunity announcement, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval by the Crime Commission.

The subrecipient (“subgrantee”) at any tier, must adhere to grant procedures and regulations of the most recent Crime Commission Operating Instruction Number 10: *Grant Procedures* (OI#10) and comply with all applicable Certified Assurances requirements passed on to the administering agency. The most recent OI#10 can be located at: <https://ncc.nebraska.gov/grant-apps> under “Policies and Procedures: Grant Procedures”. Details regarding these Certified Assurances can be found on the Standard Application Form submitted to the Crime Commission at the time of applying for **SFY 2026 JAG** grant funds.

66. Use of Designated Grant Management System (AmpliFund):

This condition addresses access to and the dissemination and use of the information stored within the designated grant management system. AmpliFund is the online grant management system currently utilized by NCC. AmpliFund provides a space for electronic information sharing between the Crime Commission and the subrecipient agency for the purpose of managing grant funds obligated by this federal subaward.

State and federal laws, statutes, and regulations govern the use of the designated grant management system. Violation of complying with this condition and/or unauthorized or improper use of the grant management system may result in temporary or permanent removal of access. NCC retains the right to impose reasonable restrictions on access to the grant management system and the release and use of information stored within. The subrecipient agency agrees to be subject to all such restrictions. Any subsequent conditions implemented by NCC will be provided to the subrecipient agency. Non-agreement to subsequent conditions will void the subrecipient agency’s access to the designated grant management system.

The designated grant management system is for authorized use only. Unauthorized use and access is prohibited. Users shall not share their log in credentials or passwords with others. The subrecipient agency shall implement safeguards to ensure that only authorized users will have access within the system as appropriate. Responsibility for user access and assignments within AmpliFund lies with the subrecipient agency and its Organizational Administrators (OA). For additional information on managing user access and assignments, see the AmpliFund Administration Guide located here:

<https://ne-amplifund.zendesk.com/hc/en-us/articles/9141367460627-Administration-Guide>

The subrecipient agency shall assign users to fulfill the financial and programmatic duties of the Financial Point of Contact and Project Point of Contact for reporting purposes only. These duties do not replace the contractual duties and obligations of the Project Point of Contact, Financial Point of Contact, or the Authorized Official as set forth by the signed Grant Award, Special Conditions, or other Certified Assurances made with the Crime Commission. The subrecipient agency’s users represent and assume responsibilities on behalf of the subrecipient agency while accessing the designated grant management system. Users that access the grant management system certify that all submitted financial and programmatic reports and requests are true, complete, and accurate by way of submission and that users are acting with authority to do so. The act of users submitting reports and requests in the designated grant management system is an authorization of the submitted report or request in place of a certifying signature stating such; this does not supersede the Crime Commission’s authority to request or require signatures.

Users shall have no explicit or implicit expectation of privacy. The subrecipient agency and its users accessing the grant management system are required to adhere to Crime Commission rules, as well as state and federal statutes. Any false, fictitious, or fraudulent information (or the omission of any material fact) submitted in the designated grant management system, may subject the user and the subrecipient agency to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

67. **Subawarded Agency and Required Monitoring of Subawards:**

Each agency (subgrantee at 3rd tier) subawarded funds under this project shall receive a signed Grant Subaward and Special Conditions agreement from your organization (subgrantee at 2nd tier). The 2nd tier subgrantee will provide the Crime Commission a copy of the 3rd tier subgrantee's signed Subaward and Special Conditions before the Crime Commission will disburse funds to 2nd Tier subgrantee for the purpose of reimbursing the 3rd tier subawarded agency. The subgrantee must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the subrecipient is responsible for oversight of 3rd tier subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The subrecipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

68. **ACH Payment Requirement:**

Subrecipients receiving payments from the Crime Commission are required to receive those payments via the Automated Clearing House (ACH) system. Subrecipient's that are not registered to receive ACH payments from the State of Nebraska must complete registration paperwork and return it to the Crime Commission. Registration forms are located at:

https://das.nebraska.gov/accounting/forms/ACH_W9_Fillable.pdf

69. **Drug-free Work Place:**

All agencies who are participants in the awarded project shall establish and maintain a drug free work-place policy.

70. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or agreement to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of the Crime Commission.

71. **The subrecipient ("subgrantee") at any tier, must comply with the reporting requirements set by the administering agency**

- a. All subrecipients shall be required to submit activity reports and financial reports electronically as prescribed by operating instructions and/or as required by the state or federal funding entity, and through any applicable grant management system.
- b. Reimbursement requests and progress on objectives are required quarterly. Agencies requesting monthly reimbursements must receive prior approval. Quarterly reporting in the form of a reimbursement request and progress reporting are due in AmpliFund by the **15th** of the following month following the end of the quarter. If the due date falls on a weekend or holiday, submit reports on the business day prior to that weekend or holiday. Failure to report progress on objectives and submit reimbursement requests by the 15th of the reporting month they are due will be counted as late reporting. Grant payments are on a reimbursement basis. Reimbursements cannot be made until financial documentation from the subrecipient has been approved by the Crime Commission as outlined in the Monitoring Plan for the agency based on the Operational Assessment Tool (OAT). Reimbursements will not be made unless the subgrantee has also provided the update on objectives in the grant management system, to include objective progress. The **final reimbursement request** reflecting the total grant expenditures and amount reimbursed is due no later than 45 days from the end of the grant period. **Regardless of the start date of the grant project**, reporting is due for the quarters as listed below:

Jan-March:	Due April 15th	July-Sept:	Due October 15th
April-June:	Due July 15th	Oct-Dec:	Due January 15th

- c. Program income earnings and expenditures both must be reported quarterly to the Crime Commission with every reimbursement request.
- d. Pro-rated costs incurred is required to be calculated by utilizing the Proration of Costs Spreadsheet and submitting the Spreadsheet with every reimbursement request that the pro-rated expenses are being requested. The spreadsheet must be provided every time, regardless of the organizations OAT level. Crime Commission Points of Contact will ensure that only the actual costs for that reporting period are reimbursed. All supporting documentation for the Proration of Costs Spreadsheet will be reviewed for accuracy as part of a financial desk review and/or on-site monitoring visit. Proration of Costs Spreadsheet can be downloaded from here: <https://ncc.nebraska.gov/grants-tab>
- e. To assure that expenditures are proper and in accordance with the terms and conditions of the award and approved project budget, reimbursement requests under this award must be initiated by an official who is authorized to certify to the best of their knowledge and belief that the report is true, complete and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms of conditions of the award. For purposes of the reimbursement requests only the Financial Point of Contact has authority to complete this action, unless otherwise delegated by official Certification approved and received by the Crime Commission. Any false, fictitious, or fraudulent information, or the omission of any material fact, may subject the individual to criminal, civil or administrative penalties for fraud, false statements, false claims or other (U.S. Code, Title 18, Section 1001 and Title 231, Sections 3729-3730 and 3801-3812).
- f. Subrecipient organization acknowledges and agrees to cooperate with the recovery of expenses that may be deemed unallowable or unsupported after reimbursement, by the Crime Commission to the funded program, has occurred in accordance with the organization's subrecipient financial monitoring OAT designation. Expenses will be recovered by the Crime Commission either by withholding the recovery amount from future payments or providing notification to the funded program the amount of funds to be returned.
- g. **Financial Reports:** The Crime Commission staff shall have forty-five (45) calendar days to approve expenses and submit for reimbursement of allowable and supported expenditures. Expenditures that are not adequately supported will be handled as outlined below:
 - 1) The subrecipient is required to reconcile and substantiate any questioned costs/expenses and shall have up to ten (10) business days from the date of the correspondence from the Crime Commission to take action to eliminate the noted deficiencies and provide proof of such action to the Crime Commission. During this time, the Crime Commission may withhold the payment of funds to the subrecipient.
 - 2) After a total of two (2) attempts have been made by the Crime Commission to address the deficiencies, the matter will then be referred to the Federal Grant Programs Director for suspension of grant funds to address corrective action items. Deficiencies that cannot be substantiated will be denied.
 - 3) Continued deficiencies will be referred to the Executive Director of the Crime Commission for possible termination of the grant award. In such an event, the grant manager may withhold the payment of any additional funds to the subrecipient until the Executive Director is informed of the situation by the Federal Grant Programs Director and determines what action is necessary
- h. **Activity (Objective) Reports:** Subrecipients shall electronically submit activity reports through the online grant management system (AmpliFund) to the Crime Commission regarding the project's goals and objectives that will advance the project toward achieving the overarching purpose(s) of the project. If reports are not submitted as required by this grant award/special conditions, Crime

Commission staff will notify the subrecipient's Project Point of Contact. Activities that are not adequately supported will be handled as outlined below:

- 1) The subrecipient is required to address deficiencies and shall have up to ten (10) business days from the date of the correspondence from the Crime Commission to take action to eliminate the noted deficiencies and provide proof of such action to the Crime Commission. During this time, the Crime Commission may withhold the payment of funds to the subrecipient.
- 2) After a total of two (2) attempts have been made by the Crime Commission to address the deficiencies, the matter will then be referred to the Federal Grant Programs Director for suspension of grant funds to address corrective action items.
- 3) Continued deficiencies will be referred to the Crime Commission Executive Director for possible termination of the grant award. In such an event, the grant manager may withhold the payment of any additional funds to the subrecipient until the Executive Director is informed of the situation by the Federal Grants and Programs Director and determines what action is necessary.

i. **Performance Measurement Tool (PMT) Reporting Requirements (all JAG recipients)**

Subrecipients must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/v>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

Regardless of the start date of the grant project, quarterly PMT report data is due on the 15th of the following month the activity occurred for normal quarters as listed:

January – March (due no later than April 15)

April – June (due no later than July 15)

July – September (due no later than October 15)

October – December (due no later than January 15)

Failure to submit required JAG reports by established deadlines may result in the suspension of grant funds and future high OAT designation for monitoring.

j. **National Incident Based Reporting System (NIBRS)/Uniform Crime Reporting (UCR) Reporting Requirements for Law Enforcement Agencies**

Nebraska State Rules and Regulations Title 78 Chapter 5 requires Nebraska Law Enforcement Agencies (LEAs) to submit criminal data to the National Incident Based Reporting System (NIBRS) and Uniform Crime Reporting (UCR) program. The FBI UCR Program and NIBRS is a nationwide, cooperative statistical effort of federal, state, county, city, university and college, and tribal law enforcement agencies reporting data on offenses reported or known in their respective jurisdictions. NIBRS/UCR data is compiled at both the state and national level as part of a collaborative effort to produce a more detailed, reliable, and modern view of crime based on statistics in NIBRS.

Nebraska State Rules and Regulations Title 78 Chapter 5 requires Nebraska LEAs to submit monthly reports within seven (7) working days following the end of the month that the offense was reported. **(i.e. Offenses reported throughout July 2024 must be submitted no later than August 9th).** Agencies that fail to submit required reports risk having these award funds suspended until they become compliant. Repeated non-compliance with this condition could result in an adjustment to your agency's OAT monitoring tier and/or termination of funding.

Any questions regarding NIBRS/UCR reporting should be directed to the NIBRS helpdesk at NCC.UCR@nebraska.gov.

- k. Non-profit subrecipients must submit a copy of their non-profit certification to the Crime Commission. This can include: 1) a copy of 501(c)(3) designation letter; 2) a letter from the subrecipient's state taxing body or attorney general stating that the recipient is a non-profit organization operating within the state; or 3) a copy of the subrecipient's state certificate of incorporation that substantiates its non-profit status.
- l. Delinquent, inaccurate, incomplete, and/or fraudulent program and fiscal reports will be considered a material breach of the grant agreement. NCC's remedies include, but are not limited to, identifying the grantee as high risk, de-obligated funding, termination of the grant, disqualification from future funding, and/or referral to the U.S. Office of Inspector General. The subgrantee agrees to comply with any additional requirements that may be imposed during the grant period if the State determines that the subgrantee is deemed to be high risk pursuant to 28 C.F.R. parts 66, 70.

72. Accounting Procedures

- a. Subrecipients (at any tier) must adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted by the DOJ and supplemented in 2 C.F.R. Part 2800. For further information regarding the standards of these requirements: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.
- b. Subrecipient (at any tier) shall implement and maintain an accounting system which accurately reflects income received expenditures, and documentation of expenditures. Each source of income must be accounted for separately and a clear audit trail for each source of funding must be maintained, to include match.
- c. Any award with matching funds, both cash or in-kind, must document match in the agency's accounting system. Match need not be applied at the exact time or in the required proportion to the obligation of Federal funds. However, 50% of the match must be met by the end of the first 6 months of the budget year and the full matching share must be obligated by the end of the project period.
- d. A private non-profit agency awarded funds shall have two (2) members of the Board of Directors review, on a quarterly basis, all expenditures for the agency. Board minutes shall reflect this review and be provided upon request.
- e. If at any time an impropriety is found in the accounting or use of any funds received by the subrecipient (at any tier), the Crime Commission must be notified immediately and informed about how the agency will address the problem.
- f. Subrecipients (at any tier) will maintain time records that comply with the DOJ Financial Guide to clearly document the hourly activity of each grant funded or match funded position to show the actual percentage of time charged to the funding source. Records will be maintained by the subrecipient to document any differences between budgeted and actual federal and match personnel grant costs. Timesheets for grant devoted positions should include the signature of the employee and their supervisor. Volunteer positions used as match are to be documented and, to the extent feasible, supported by the same methods used for employees. Refer to the following website for further details on the guidelines on accounting for personnel and other cost principles: https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf
- g. Office of Justice Program Financial Guidelines and Federal and/or State guidelines must be followed for the purchase of equipment and or services and for the property management or

disposal of equipment purchased with Federal funds. Property records for equipment purchased must be maintained which include a description, serial number, source, title holder, acquisition date, cost, percentage of federal dollars funded, location, and use and condition of the equipment. Subrecipients (at any tier) must adhere to written procurement procedures. If the agency does not have these, they should defer to the State's procurement guidelines located at:

http://das.nebraska.gov/materiel/purchase_bureau/docs/manuals/AgencyProcurementManualIForServices.pdf

73. Subrecipient Grant Management Guidebook

Subrecipient (at any tier) agrees to comply with the Crime Commission's Subrecipient Grant Management Guidebook and any subsequent changes made during the period of performance. The most current guidebook can be found at: <https://ncc.nebraska.gov>

74. Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-grant Recipients

Subrecipient (at any tier) must read in its entirety the Crime Commission Operating Instruction Number 42, *Discrimination and Harassment Policy and Complaint Procedures for the Nebraska Crime Commission and Sub-grant Recipients*, as posted on the Crime Commission website prior to signing the Special Conditions.

<https://ncc.nebraska.gov/grant-apps>

- a. Subrecipient (at any tier) agrees to notify employees and clients, customers, and program participants of prohibited discrimination and the procedures for filing a complaint of discrimination.
- b. The subgrantee agrees to have a procedure in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subrecipient.

75. Grant Management Training Requirements

Subrecipient agrees that the Project Point of Contact (PPOC) and the Financial Point of Contact (FPOC) will complete FG&P Grant Management Training (GMT) sponsored by the Crime Commission. GMT can be accessed through the Federal Grants & Programs Division Training Portal available at <https://federalgrantsandprogramsdivision.talentlms.com>. This portal does require the user to set up a log-in.

PPOCs or FPOCs that have not previously attended are required to complete the Grant Management Training within 120 days from the date that this grant award is sent to the subrecipient by the Crime Commission. Any new PPOCs or FPOCs will be required to complete the training within 120 days from the effective date of taking over the position. All PPOCs and FPOCs are required to complete the training every three years. At the discretion of the Director of Federal Grant Programs, failure to comply with this condition may result in 1) an immediate suspension of award funds with a potential for a denial of expense incurred 2) may result in adjustments being made to the subrecipient's OAT monitoring tier; and/or a denial of expenses incurred until training compliance is met

76. Civil Rights Training

NCC requires that all grant Project Point of Contact and the Civil Rights Compliance Officers provide evidence of having completed Civil Rights training provided on the NCC training portal annually. All new Project Point of Contact must complete the training program within one hundred and twenty (120) days of their start date. At the end of the online quiz, the Project Point of Contact should retain verification of completion in the grant file. The Project Point of Contact and the Civil Rights Compliance Officer should complete this training annually. Verification of the training must be retained in the

personnel

files.

To be in compliance with NCC's training requirement on Civil Rights, subrecipient agencies must train other staff members by using the Office of Civil Rights training program or another training program that includes information on Civil Rights compliance. Project Point of Contact is responsible for maintaining documentation showing that staff members completed the required Civil Rights training annually.

77. Monitoring

The recipient agrees to cooperate with NCC monitoring to ensure compliance of US DOJ Grants guidelines, Financial Guide, and OJP guidelines, protocols and procedures. Recipient agrees to cooperate with NCC (including the Program Contact, Fiscal Contact, Grants Specialist Monitor, Supervisors, and/or Administration) for this award, including requests related to desk reviews and/or onsite/virtual visits. The recipient agrees to provide to NCC all documentation necessary for NCC to complete the monitoring tasks, including documentation related to any subawards made under this award upon request at no cost. Further, the recipient agrees to abide by reasonable deadlines set out by NCC for providing the requested documents. Failure to cooperate with NCC monitoring activities may result in actions that affect the recipient's NCC awards, including, but not limited to: withholding and/or other restrictions on the recipient's access to award funds, referral to the NCC designation of High-Risk grantees, or terminate of an award(s).

78. Subrecipient agrees to comply with any additional requirements that may be imposed as a result of grant performance.

- a. If at any time during the grant period the subrecipient, or one of its serving Board members, is barred from doing business with the Federal Government, the Crime Commission shall be notified by the subgrantee in writing.
- b. The misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from Crime Commission grants, recoupment of money provided under an award, and civil and/or criminal penalties.

79. Termination

- a. The Grant Agreement may be terminated, in whole or in part, as follows:
 - i. NCC may terminate the Grant Agreement if subrecipient fails to comply with the terms of the Grant Agreement; for cause; or as otherwise set forth in this award, applicable law, or the Grant Agreement.
 - ii. Subrecipient may terminate the Grant Agreement upon sending written notification to NCC setting forth the reasons for such termination, the effective date of termination, and in the case of partial termination, the portion to be terminated. However, if NCC determines, in the case of partial termination, that the reduced or modified portion of the Grant Agreement will not accomplish the purposes for which the federal award was made, NCC may terminate the Grant Agreement in its entirety. In either case, the effective date shall be as provided by subrecipient as consistent with the period set forth in the Grant Agreement.
 - iii. NCC and the subrecipient may agree to terminate the Grant Agreement; however, the two parties must agree, in writing, upon the termination conditions, including the effective date, and in case of partial termination, the portion to be terminated.
- b. All notices of termination must be consistent with 2 CFR § 200.340, and shall provide a notice period and effective date of termination as set forth in the Grant Agreement.
- c. In addition to the procedures set forth in the Closeout and Post-Closeout section herein (if applicable), if the Grant Agreement is terminated by subrecipient, or by NCC for any reason, including, but not limited to, as set forth in the Remedies for Noncompliance section herein, subrecipient shall not incur new obligations after the notice of termination of the Grant

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Agreement, and shall cancel as many outstanding obligations as possible. NCC shall give full credit to subrecipient for the federal share of noncancelable obligations properly incurred by subrecipient prior to termination, and costs incurred on, or prior to, the termination date.

Source: 2 CFR § 200.340

80. Closeout And Post-Closeout.

- a. *Closeout.* The following closeout procedures apply to the Grant Agreement at the end of each Period of Performance:
 - i. Subrecipient shall follow all invoicing and liquidation requirements contained in the Grant Agreement, subrecipient guidebook, and as directed by NCC;
 - ii. Consistent with the terms of the federal award, and after all reports are received, NCC shall make any necessary adjustments upward or downward in the federal share of costs;
 - iii. NCC shall make prompt payments, as consistent with the terms set forth herein, for all actual and allowable costs under the terms of the Grant Agreement; and
 - iv. Subrecipient shall notify NCC of any unobligated award balances.
- b. *Post-Closeout Adjustments and Continuing Responsibilities.* The closeout of the Grant Agreement does not affect any of the following:
 - i. The right of NCC to disallow costs and recover funds on the basis of a later audit or other review. NCC shall make any cost disallowance determination and notify subrecipient within the record retention period;
 - ii. The obligation of subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. Audit requirements in 2 CFR Part 200 Subpart F;
 - iv. As applicable, property management and disposition requirements in 2 CFR §§ 200.310 through 200.316; and
 - v. Records retention, as required herein.
- c. After closeout of the federal award, a relationship created under the federal award may be modified or ended in whole or in part with the consent of NCC and subrecipient, provided the responsibilities of subrecipient referred to above, including those for property management, as applicable, are considered and provisions made for continuing responsibilities of subrecipient, as appropriate.

Source: 2 CFR § 200.332(a)(6); 2 CFR § 200.344; 2 CFR § 200.345; other regulations cited above.

81. Remedies For Noncompliance.

- a. NCC may, if subrecipient fails to comply with federal statutes, regulations, or with the terms of the Grant Agreement:
 - i. Impose any of the specific conditions listed in 2 CFR § 200.208;
 - ii. Temporarily withhold any payments pending the correction of the deficiency by subrecipient;
 - iii. Disallow all or part of the cost of the activity or action not in compliance;
 - iv. Wholly or partly suspend or terminate the Grant Agreement (see Termination section herein);
 - v. Recommend suspension or debarment proceedings be initiated by the Federal Funding Agency; and/or
 - vi. Take any other remedies that may be legally available.
- b. If NCC imposes items a(iii), a(iv), or a(vi) above, NCC may withhold future payments or seek repayment to recoup costs paid by NCC.
- c. Nothing in this section shall preclude the pursuit of other remedies as allowed by law.

Source: 2 CFR § 200.339 or 45 CFR § 75.371.

FY 2026 JAG Special Conditions Signatory Page

This contract is for grant funding the Nebraska Crime Commission (NCC) administers that originates from the United States Department of Justice (DOJ), Office of Justice Programs, Office for Victims of Crime. To continue program activities designed to service victims of crime, NCC has determined that it will proceed with this contract. NCC anticipates that new grant guidance may be issued during the 2025-2026 fiscal year to reflect DOJ's revised policies and priorities. New DOJ guidance could impact terms and conditions and the availability of funding for any grants that are executed from these federal awards. NCC will share new grant conditions, guidance, and requirements with all subgrantees as they become available. In some instances, executed grant contracts may be revised or cancelled.

By my signature below, I attest that I fully understand that if awarded funding, the terms, the conditions, and the availability of continued funding are subject to future communications and guidance from DOJ.

I, the Authorized Certifying Official, have read the above Special Conditions and understand they are part of the binding Grant Award Contract.

Signature of Authorized Official	Date

Printed Name of **Authorized Official**

***Note:** The Authorized Official is the Mayor, Chair of County Board or City Council or the Board Chair of a Private Non-profit Agency. The Director of the Agency is **NOT** considered the authorized official for the signing of these Special Conditions.*

I, the Project Point of Contact, have read the above Special Conditions and understand they are part of the binding Grant Award.

Signature of Project Point of Contact	Date

Printed Name of **Project Point of Contact**

I, the Fiscal/Financial Point of Contact, have read the above Special Conditions and understand they are part of the binding Grant Award.

Signature of Fiscal/Financial Point of Contact	Date

Printed Name of **Fiscal/Financial Point of Contact**

BUREAU OF JUSTICE ASSISTANCE
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM
ACCOUNTABILITY MEASURES

AWARD/SUBAWARD CREATION

Prime recipients will complete these questions during the first reporting period to tell the system how Edward Byrne Memorial Justice Assistance Grant (JAG) Program funds are sub-awarded and administered. A subaward must be created for each project/initiative that supports a JAG program area. When a project/initiative supports more than one program area, multiple subawards must be created.

1. Select the option that best applies to your JAG award.
 - A. All grant funds are used for one JAG program area by the prime recipient. *(Skip to next section.)*
 - B. Grant funds are used by the prime recipient and subrecipients for one or more JAG program areas. *(If selected, the prime recipient does expend JAG funds for equipment/supplies, personnel, or contractual supports and/or implement programs, services, or activities. Administrative set-aside funds are not applicable for reporting.)*
 - C. Grant funds are used by subrecipients for one or more JAG program areas. *(If selected, the prime recipient does not expend JAG funds for equipment/supplies, personnel, or contractual supports and/or does not implement any programs, services, or activities. Administrative set-aside funds are not applicable for reporting. Prime recipients must still complete the Project Progress section semi-annually.)*

Please create a subaward account for each project/initiative that supports a single JAG program area:

Subrecipient name: _____
Sub-award number: _____
Project/initiative title: _____
Project period: _____
Sub-award amount: _____

PROGRAM AREA SELECTION

1. Select the best JAG program area for this award/initiative. *You may only select a single JAG program area per project/initiative. If JAG funding supports multiple and separate program areas, a separate subrecipient account must be created for each program area that is funded. Please select the option that best fits. [Baseline]*
 - A. Law enforcement program.
 - B. Prosecution and court program.
 - C. Prevention and education program.
 - D. Corrections and community corrections program.
 - E. Drug treatment and enforcement program.
 - F. Planning, evaluation, and technology improvement program.
 - G. Crime victim and witness program (*other than compensation*).
 - H. Mental health programs and related law enforcement and corrections program (*including behavioral programs and crisis intervention teams*).
 - I. Implementation of state crisis intervention court proceedings and related program or initiative (*including but not limited to mental health courts; drug courts; veterans courts; and extreme risk protection order programs*).

2. Are you a law enforcement agency? *A law enforcement agency is a state or local law enforcement agency that has arresting power. In most cases, the law enforcement agency will have an Originating Agency Identifier (ORI) number. Examples include local police departments, sheriff's offices, and campus police. [Carry-Forward]*
 - A. Yes/No (*If Yes, complete the section for Law Enforcement Agencies.*)

GENERAL AWARD INFORMATION

The General Award Information section collects information on your award status. It should be completed by all grantees and subgrantees for each reporting period the award is active.

1. Have you completed all project activities and expended all funds during the reporting period?
 - A. Yes; a final report will be created closing out the reporting requirements after this report is complete.
 - B. No; please continue.

2. Was there grant activity during the reporting period? *There is grant activity when the grantee has obligated, expended, or drawn down grant funds to implement objectives proposed in the Bureau of Justice Assistance (BJA) approved grant application. Administrative set-aside funds are not applicable for reporting. If Yes, the program becomes operational and should remain so until the grant closes out.*
 - A. Yes/No
 - B. If No, select from the following responses:

Reason(s) for no grant activity during the reporting period	Select all that apply
In procurement	<input type="checkbox"/>
Project or budget not approved by agency, county, city, or state governing agency	<input type="checkbox"/>

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Seeking subcontractors (request for proposal stage only)	<input type="checkbox"/>
Waiting to hire project manager, additional staff, or coordinating staff	<input type="checkbox"/>
Paying for the program using prior federal funds	<input type="checkbox"/>
Administrative hold (e.g., court case pending)	<input type="checkbox"/>
Still seeking budget approval	<input type="checkbox"/>
Waiting for partners or collaborators to complete the application	<input type="checkbox"/>
Other	<input type="checkbox"/>
If Other, explain: _____	

EXPENDITURES

In this section, all grantees and subgrantees report on JAG expenditures during the reporting period, including equipment and supplies, contracts/consultants, and personnel overtime and salary pay.

- During the reporting period, did you expend any JAG funds on equipment, technology, or supplies? *This includes camera/surveillance equipment, computer equipment/software, duty equipment, vehicles, forensics, and other general equipment and supplies. Note: Do not include funds spent on personnel pay or overtime.*
 - Yes/No (If No, skip next question.)
- Complete the table below indicating the number and total JAG funds spent **during the reporting period** on items purchased in each BJA-defined category. *For each purchase, select the category that best fits, briefly describe the item(s) and enter the quantity and total amount of funds spent for each category. Please only report purchases once in the reporting period in which grant funds were used to pay for the item(s). Do not include funds spent on personnel pay or overtime, as that will be reported in a separate series of questions.*

Category	Item(s) (Open-text field)	Total Quantity Purchased (Integer-whole number)	Total JAG Funds Spent (Integer-whole number)
Camera/surveillance Equipment (e.g., in-car cameras; body-worn cameras; surveillance equipment; night vision/flashlights)			
Canines (e.g., canine equipment and supplies)			
Computer Equipment/software (e.g., computers/tablets/portable devices; webcams; software; servers/storage; data/wireless access equipment; records management/database software)			
Curriculum (e.g., training/curriculum materials, training simulators; registration fees, classroom supplies, books, and printing materials)			

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Duty Equipment, Excluding Weapons (e.g., ballistic vest; soft body armor; clothing/uniform; duty belts and non-weapon duty equipment; radio equipment and accessories)			
Equipment, Weapons (e.g., firearms and ammunition; less-lethal weapons and ammunition; training/simulated weapons)			
Equipment (e.g., metal detector; storage; batteries, lights, solar equipment; other police/court)			
Forensics/evidence (e.g., forensic lab equipment and supplies; fingerprint equipment/software; cell phone extraction software; sexual assault testing kits; drug testing kits; DNA testing kits; crime scene equipment and supplies)			
General Office Supplies (e.g., program and misc. office supplies; police office or court office supplies; officer wellness supplies; event supplies)			
Medical (e.g., emergency medical supplies; first aid kits; pharmaceuticals for treating overdose or addiction)			
Technology (e.g., breath testing equipment; dispatch equipment; speed detection equipment; electronic ticketing equipment; training simulators; gunshot detection system; excludes computers and software)			
Vehicles and Accessories (e.g., patrol and nonpatrol vehicles; personal transport vehicles (Segway, golf cart); license plate readers; automatic vehicle locator; bicycles and related equipment; patrol boats; nonpatrol boats/vessels; fuel)			
Other (e.g., items that do not fit in the above-named categories)			

3. During the reporting period, did you expend any JAG funds on consultants or contractual supports?
(Consult with your grant manager whether funds spent on consultants/contracts should be reported as separate subawards. For example, a hired consultant for the implementation of a state-wide drug court database may be considered a project/initiative and may require a separate performance report.)

A. Yes/No *(If No, skip next question.)*

4. Describe what consultants and/or contractual supports were paid for with JAG funds during the reporting period. Include names, titles, and areas of expertise where applicable.

5. During the reporting period, did you expend JAG funds on personnel overtime, salary, or pay?

A. Yes. JAG funds were expended on salary/pay or personnel overtime.

B. No. JAG funds were not expended on salary/pay or personnel overtime. *(Skip to Question 9.)*

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6. During the reporting period, in which areas did you expend JAG funds on personnel overtime, salary, or pay? *(Select all that apply.)*
- A. Overtime hours.
 - B. Personnel salary/pay, includes fringe benefits (full-time equivalent).
 - C. Personnel salary/pay, includes fringe benefits (part-time).
7. Describe the type of personnel and their role in supporting the project.
-
-
-
8. Enter the total amount of funding expended towards personnel overtime, salary, or pay during the reporting period: _____
9. Did you use JAG funds solely for the expenditures reported above, or are funds part of an ongoing project/initiative? *The intent of this question is to identify if grant funds were used to support a project/initiative or were used only for the purpose of the expenditures that have already been reported.*
- A. Yes – JAG funds were spent on these expenditures only. *(Complete section Project Progress – expenditures only.)*
 - B. No – JAG funds were used to support an ongoing project/initiative.
10. Select other uses for your JAG funds. *(Select all that apply.)*
- A. **Forensic Genetic Genealogical Testing** – select if you used or plan to use funds to conduct forensic genetic genealogical testing (FGG) and/or forensic genetic genealogical DNA analysis and searching (FGGS). *(Complete the section for Forensic Genetic Genealogical Testing.)*
 - B. **Crisis Intervention Programs** – select if you used or plan to use funds to implement crisis intervention programs (including state crisis intervention court proceedings, extreme risk protection orders (ERPOs), and related programs or initiatives including, but not limited to: mental health courts, drug courts, and veteran treatment courts.) *(Complete the section for Crisis Intervention Programs.)*
 - C. **Program Services/Programmatic Activities** – select if you used funds to provide programs or services during the reporting period (e.g., task force initiatives/programs, specialty courts, forensic programs, providing services.) *(Complete the section for Program Area Services/Activities and complete section Project Progress.)*
 - D. **Training** – select if you used funds to attend, host, provide, or develop training during the reporting period. *(Complete the section for Training and complete section Project Progress.)*
 - E. **Research and Assessment** – select if you used funds to conduct research during the reporting period. *(Complete the section for Research and Assessment and complete section Project Progress.)*

Law enforcement agencies complete this section during the first reporting period. Make changes as needed throughout future reporting periods.

LAW ENFORCEMENT AGENCIES

1. Indicate if your agency or jurisdiction has conducted any of the following policies, procedures, trainings, programs, and/or strategies and whether JAG funds were used, in full or in part, for

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their implementation. *Your answers will carry over to the next reporting period, but we ask that you review and revise answers each quarter based on your agency's current activities. For more information about best practices and BJA resources, visit the [BJA NTTAC page](#). [Carry forward.] Make changes in future reporting periods.*

	Yes, implemented without JAG funding	Yes, implemented with JAG funding (fully or partially)	No, not implemented
Accountability			
Policies and/or procedures that incorporate an independent investigative and prosecutorial process for deaths that involve the actions of law enforcement officers to include compliance with Death in Custody Reporting Act (DCRA).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and/or procedures that incorporate a citizen review board and/or review board with civilian oversight.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and/or procedures that incorporate best practices for responding to officer misconduct, assuring officer and agency accountability, and promoting integrity for officers and the agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies on use of force incidents and officer misconduct including data collection and transparency (e.g., publicly accessible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hiring, Training, and Internal Agency Culture			
Incorporate scenario-based problem-solving (versus lecture-based) officer training into regular required training.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and/or procedures that incorporate best practices on officer hiring, recruitment, and retention to include diversity, equity, and inclusion.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and training on appropriate use of force techniques and/or de-escalation of conflict techniques.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Resources and programming for officer wellness, including referring and connecting with treatment for mental health and substance use disorders.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Community Trust, Partnerships, and Problem-Solving			
Strategies and/or training to address and reduce bias (e.g., racial, ethnic, gender, and/or bias toward LGBTQIA individuals) by officers and within police programs.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies on the use of technology and data-driven solutions that embrace safety, privacy, security, reliability, and data ethics practices.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies, programs, and/or strategies that establish multi-agency partnerships or programs with service providers to most appropriately respond to citizens who have substance use disorders, mental health disorders, or are homeless (e.g., crisis intervention programs, co-responder models).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and/or strategies to increase community engagement (e.g., community policing, citizen police academies, volunteer opportunities, community satisfaction surveys, participation in training scenarios).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Policies and/or strategies for proactive outreach through social media and local media (e.g., television, blogs, newspapers).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Agency-specific policies and procedures to most effectively identify and address hate crimes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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Other			
Other policies, procedures, or practices you wish to highlight? (Other policies, procedures, or practices based on the categories listed above but not already captured.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If Other, describe:			

The following question is to be answered during the first reporting period and need only be answered this one time for this award. Once answered, you will not be asked to respond to this question again for this award.

2. For each of the following training topics, indicate if the training has been offered or required for officers or recruits in your agency in the past calendar year. *If offered/required, indicate the mode of delivery, frequency, and mode of documentation. Training documentation should reflect the official record of training attendance. In all cases, choose the option that best fits. Then indicate the number of officers/recruits who attended the training and the length of the course in hours. Count each officer/recruit only once per training topic, regardless of how many times he/she attended the training.*

Training Topic	Training Offered	Mode of Delivery	Training Frequency	Training Documentation	Length of Course (hours)	Number of Officers Trained
Use of force	<input type="radio"/> Yes, optional <input type="radio"/> Yes, mandatory <input type="radio"/> No, not offered	<input type="radio"/> In person <input type="radio"/> Online <input type="radio"/> Both	<input type="radio"/> One time <input type="radio"/> Annual <input type="radio"/> Semiannual <input type="radio"/> Quarterly <input type="radio"/> Other	<input type="radio"/> Certificate issued <input type="radio"/> Electronic record <input type="radio"/> Paper record <input type="radio"/> Class roster <input type="radio"/> No official record	Open-text field (integer)	Open-text field (integer)
De-escalation of conflict						
Racial and ethnic bias						
Gender bias						
Bias toward LGBTQIA individuals						
Community engagement (e.g., community policing and problem solving)						

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FORENSIC GENETIC GENEALOGY TESTING

Awards that used or plan to use funds to conduct forensic genetic genealogical DNA analysis (FGG) and/or forensic genetic genealogical DNA analysis and searching (FGGS) complete this section during each reporting period.

1. Enter the amount of federal funding used to conduct FGG/FGGS since the beginning of the grant program. _____
2. Since the beginning of the grant program, how many new forensic samples and reference samples were subjected to FGG?
 - A. Forensic samples _____
 - B. Reference samples _____
3. Since the beginning of the grant program, how many investigations began utilizing grant funds for FGG/FGGS? _____
4. Since the beginning of the grant program, how many cases resulted in searchable profiles obtained from FGG? _____
5. Enter the number investigations initiated since the beginning of the grant program for each type of crime.
 - A. Homicide _____
 - B. Sexual assault _____
 - C. Unidentified human remains _____
 - D. Other _____
 - E. If other, explain: _____
6. Since the beginning of the grant program, how many investigations resulted in a new arrest that relied, in part, on the use of FGG/FGGS? _____
7. Since the beginning of the grant program, how many suspects identified using FGG/FGGS were prosecuted? _____
8. Since the beginning of the grant program, how many cases were closed/cleared by exceptional means through the use FGG/FGGS? *(To be cleared by exceptional means, the agency must have identified the offender and gathered enough evidence to support an arrest/conviction. Examples may include the identification of a deceased offender, or the identification of an offender who is already serving a life sentence for an unrelated conviction and it is determined that prosecution will not be pursued.)* _____
9. Provide the vendor laboratory/laboratories used to conduct FGG: _____
10. Provide the names of any genetic genealogy service(s) used to search the FGG profile(s):

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CRISIS INTERVENTION PROGRAMS

Awards that are implementing crisis intervention programs with JAG funding complete this section during each reporting period. Certain responses to questions will carry forward to future reporting periods; make changes as needed.

1. Identify which types of projects your program funding will support. *(Select all that apply.) [Carry forward]*
 - A. Specialized court-based programs such as drug, mental health, and veterans treatment courts, including those that specifically accept clients with firearm violations.
 - B. Extreme Risk Protection Order (ERPO) programs.
 - C. Other related programs and initiatives.
 2. Provide a brief description for each of the projects selected above. *[Carry forward]*
-

3. Identify which of the following crisis intervention program activities took place (or will take place) using program funds for either a new program or the enhancement of an existing program. *[Carry forward]*

Program Activities	New Program	Existing Program
Gun violence courts that connect clients who are at risk to commit gun violence or become victims of gun violence in crisis with community resources.		
Other specialty courts (e.g., drug, mental health, and veteran treatment courts) that place a new or special emphasis on clients who are at risk to commit gun violence or become victims of gun violence.		
Technology or information-sharing solutions for ensuring public safety/public health stakeholders such as law enforcement, probation, prosecutors, the courts, and public defenders are informed when a prohibited person attempts to purchase a firearm.		
Development and implementation of validated gun violence risk assessment tools.		
Assertive community treatment programs that provide case management and navigation programs to connect at-risk individuals to crisis intervention services.		
Triage services, mobile crisis units (both co-responder and civilian models), and peer support specialists.		
Technological supports and/or telehealth initiatives (e.g., smartphone applications, teleconferencing) to help families and patients navigate mental health and related systems; technology solutions for telehealth visits outside the hospital.		
Behavioral health responses and civil legal responses to support behavioral health responses to individuals in crisis (e.g., civil commitment treatment orders such as outpatient commitment or assisted outpatient treatment, establishment of guardians, confidentiality, and the duty to protect others—Not ERPO programs).		
Other, explain: _____		

4. Identify any additional crisis intervention program activities that took place (or will take place) using program funds for either a new program or the enhancement of an existing program. *[Carry forward]*
-

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5. Describe any measures taken to safeguard the constitutional rights of individuals subject to crisis intervention programs or initiatives implemented under this award. *[Carry forward]*
-
6. Describe any assistance provided to subrecipients and other program stakeholders related to safeguarding the constitutional rights of individuals subject to crisis intervention programs or initiatives implemented under this award. *[Carry forward]*
-
7. During the reporting period, were program funds used to carry out ERPOs?
- A. Yes/No *(If No, skip to next section.)*
8. Indicate the type of ERPO activity funded: *(Select all that apply.)*
- A. Establishing new ERPO Program – Local
 B. Establishing new ERPO Program – State
 C. Establishing new ERPO Program – Tribal
 D. Enhancing ERPO Program – Local
 E. Enhancing ERPO Program – State
 F. Enhancing ERPO Program – Tribal
9. Identify which of the following activities related to ERPO programs took place (or will take place) using program funds for either a new program or the enhancement of an existing program. *[Carry forward]*

Program Activities	New Program	Existing Program
Planning and research regarding ERPO.		
Software or other technologies designed to track relinquished guns.		
Technology or risk assessment initiatives designed to support ERPO efforts.		
Development and/or delivery of specialized training for law enforcement officers.		
Development and/or delivery of training for judiciary and court staff on ERPO proceedings.		
Development and/or delivery of training for family members on ERPO.		
Development and/or delivery of training for prosecutors on ERPO.		
Development and/or delivery of training for fire, medical, and first responders on ERPO.		
Development and/or delivery of training for business community, chambers of commerce and local/state human resources professionals.		
Development and/or delivery of training for school administrators on ERPO.		
Development and/or delivery of training for clergy and religious institutions.		
Outreach to the community, elected officials, and those engaging with at-risk individuals regarding ERPO program development, enhancement, and related initiatives.		
Development of training to assist community, law enforcement, and behavioral health professionals identify and respond to on-line threats, bullying, and other activity that may lead to gun violence.		
Media reports, interviews, or other public information regarding the grant funded ERPO program.		
Publication of best practices regarding ERPO.		

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Evaluation or assessment of existing ERPO activities.		
Other, explain _____		

For Questions 10–18, provide the following information regarding ERPOs requested during the reporting period. Questions 11–16 only apply to court-based programs that are establishing or enhancing ERPO activities. If you are not a court-based ERPO project, you may skip Questions 11–16.

10. Is your project a court-based ERPO?

- A. Yes
- B. No (Skip Questions 11–16)

11. Types of petitioners: *(Select all that apply.)*

- A. Person related by blood, marriage, or adoption to the respondent.
- B. Dating partner of the respondent.
- C. Person who has a child in common with the respondent.
- D. Domestic partner of the respondent.
- E. Person who has a biological or legal parent-child relationship with the respondent.
- F. Person who is acting or has acted as the respondent's legal guardian.
- G. School administrators.
- H. Law enforcement.
- I. District attorneys.
- J. Other (explain): _____

12. The nature of the precipitating event: *(Select all that apply.)*

- A. The respondent made suicidal statements online.
- B. The respondent made threats of violence toward others.
- C. Other (explain): _____

13. Number of petitions received by the program during this reporting period: _____.

14. Number of petitions granted by the program during this reporting period: _____.

15. Of the petitions granted, how many guns were removed? _____.

16. Are local law enforcement, prosecutors, probation, behavioral health specialists, the court, and public defenders informed when a prohibited person attempts to purchase a firearm? *[Carry forward]*

- A. Yes/No
- B. If Yes, explain:

17. Describe any measures taken to safeguard the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.

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18. Describe any assistance provided to subrecipients and other program stakeholders related to safeguarding the constitutional rights of individuals subject to ERPO programs or initiatives implemented under this award.
-

PROGRAM AREA SERVICES/ACTIVITIES

In this section, report on programmatic services or activities, outcomes, and impacts. The services selected should be tied to the objectives of the program area specific to this performance report.

1. What types of services/activities did you provide with this JAG award? *(Select all that apply. Activities may be provided across categories but should be provided within the main program area selected for this Performance Report. Answer this question during the first reporting period and make changes in future reporting periods if needed.) [Carry forward]*
 - A. Law enforcement
 - a. Community-Based Violence Initiatives (CVI) (violence interrupters, hospital-based violence intervention programs).
 - b. Community-oriented approach (community policing).
 - c. Diversion (from arrest to alternative sanctions or programs; Law Enforcement Assisted Diversion (LEAD) programs).
 - d. Focused deterrence (high-rate offender or group/gang focus).
 - e. Geographic focus (hot spots policing).
 - f. Problem-solving approach (problem-oriented policing such as the Scanning, Analysis, Response and Assessment (SARA) model).
 - g. Task force/special operations (targeted or organized law enforcement initiatives conducted by a special unit or group to achieve a specific purpose).
 - h. Other (describe): _____
 - B. Prosecution and court
 - a. Community prosecution
 - b. Diversion (from prosecution to alternative sanctions or programs)
 - c. Indigent defense
 - d. Prioritizing violent/serious/dangerous offenders
 - e. Problem-solving court (mental health, drug, family, veterans, or other specialty courts)
 - f. Other (describe): _____
 - C. Prevention and education
 - a. Situational crime prevention and crime prevention through environmental design strategies (approaches that change the perceived opportunities for a crime, for example, access control to parking lots or improved lighting on a walkway).
 - b. Crime awareness (educational training or awareness campaigns).
 - c. Drug prevention programs (skills development training, social and emotional development, academic and social competence, resistance strategies).
 - d. Community building (programs that promote community cohesion, including public safety partnerships between the community and elements of the criminal justice system; for example, National Night Out™).
 - e. Youth programs (programs that promote positive behavior and decrease negative behavior in youth; for example, any of the Blueprints programs).
 - f. Other (describe): _____

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- D. Corrections and community corrections
- Cognitive-based/mental health services (including therapeutic programs used to change criminal thinking and behavior, counseling, or self-help groups).
 - Individualized case planning.
 - Reentry programs/activities (direct services or referrals to services such as vocational, educational, housing).
 - Screening and assessment.
 - Residential substance use disorder treatment (correctional or jail settings).
 - Other (describe): _____
- E. Drug treatment and enforcement
- Case management
 - Screening and assessment
 - In-patient drug treatment services
 - Out-patient drug treatment services
 - Medication-assisted treatment
 - Task force/special operations (targeted or organized law enforcement initiatives conducted by a special unit or group to achieve a specific purpose)
 - Other (describe): _____
- F. Planning, evaluation, and technology improvement
- Needs assessment
 - Outcome evaluation
 - Strategic planning
 - Technology improvement (e.g., improve electronic records; database improvement; electronic data collection; etc.)
 - Other (describe): _____
- G. Crime victim and witness
- General funding to victim service providers/case support (legal, medical, counseling, advocacy, and educational services)
 - Forensic examination (e.g., Sexual Assault Nurse Examiner (SANE)/ Sexual Assault Forensic Examiner (SAFE) Programs)
 - Legal Assistance
 - Other (describe): _____
- H. Mental health programs and related law enforcement and corrections
- Police-mental health collaboration program
 - Behavioral programs and crisis intervention teams
 - Other (describe): _____
- I. Implementation of state crisis intervention court proceedings (*If you have not completed the "Crisis Intervention Programs Section" please do so.*)
- Extreme risk protection order (ERPO) programs
 - Crisis intervention teams
 - State crisis intervention court proceedings
 - Mental health courts, drug courts, veterans courts
 - Other (describe): _____
2. Are you conducting an evaluation or assessment of this program?
- A. Yes/No (*If Yes, complete research and assessment section.*)
3. Describe how you are measuring impact and success for your program. Describe the data sources you will use. [*Carry forward*]
-

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4. Describe the impact your program has had using specific data such as percentages and raw number increases or decreases in achieving objectives. *(If you do not have findings yet, enter your plans to do so.) [Carry forward]*
-

TRAINING

In this section, report JAG funds expended on training hosted, attended, provided, or developed during each reporting period.

1. During the reporting period, did you expend any JAG funds on attending, hosting, providing, or developing training?
 - A. Yes, JAG funds were expended on attending, hosting, providing, or developing training during the reporting period.
 - B. No, JAG funds were not expended on attending, hosting, providing, or developing training during the reporting period. *(If selected, skip to next section.)*
2. During the reporting period, in which areas did you expend JAG funds on attending, hosting, providing, or developing training? *(Select all that apply.)*
 - A. Individuals attended training/conference hosted by an outside organization.
 - B. Organization hosted training/conference *(organization hosted an outside subject matter expert to provide training and attendees were employees from inside and/or outside your organization).*
 - C. Organization provided training/conference *(training provided by internal subject matter expert and attendees were employees from inside and/or outside your organization).*
 - D. Organization developed training content *(either to be provided by your organization or distributed to outside organizations).*
3. Provide a short description of the training(s)/conference(s).

RESEARCH AND ASSESSMENT

In this section, report on research and assessment objectives and results during each reporting period.

1. Provide a brief description of your research and/or assessment objectives (e.g., research question, outcome measures, goals). *[Carry forward]*
-
-
-
2. Have you reached any conclusions or final results for your research and/or assessment?
 - A. Yes/No *(If No, skip to next section.)*

REVISED OCTOBER 2024

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the PMT system upon award acceptance.

3. Briefly describe the findings from your research and/or assessment. *(Reminder, provide any formal reports and results to your grant manager.)*

PROJECT PROGRESS – EXPENDITURES ONLY

Awards that solely use JAG funds for expenditures (equipment/supplies, consultant/contracts, and/or salary pay/overtime) will report a description of JAG expenditures, barriers or assistance needed, and major activities planned. Please ensure your responses are complete, comprehensive, and specific to this award and project/initiative.

1. Provide a brief description of JAG funding expenditures or activities conducted during the reporting period and how it impacts your agency.

2. Is there any assistance that BJA (or a TTA provider) can provide to address any challenges identified in Question 3?

A. Yes/No

B. If Yes, explain: _____

3. Are you on track to achieve the goals you hoped to achieve with your grant funding, both fiscally and programmatically, as outlined in your grant application? *(If No, please provide an explanation as to why your agency is not on track and what your plans are to address the delay.)*

A. Yes/No

B. If No, explain: _____

4. What major activities are planned for the next 6 months? *Your response should address the goals and objectives as outlined in the Program Narrative and provide an update on the planned activities in the next 6 months under each goal.*

5. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA? Submit a JAG Success Story here: <https://bj.a.ojp.gov/submit-success-story>.

REVISED OCTOBER 2024

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the PMT system upon award acceptance.

PROJECT PROGRESS

In this section, awards that supported programs, projects or initiatives will provide a description of your JAG award/program (during the first reporting period) and semi-annual updates on accomplishments, progress towards goals, and barriers encountered. Please ensure your responses are complete, comprehensive, and specific to this award and project/initiative. If you have multiple goals, please provide updates on each one separately.

Your goals should align with your approved application and program budget. Once submitted, these goals cannot be changed without approval from your grant manager.

Set **S·M·A·R·T** goals to clarify the scope of your priorities.

- Specific
- Measurable
- Achievable
- Relevant
- Time-bound

1. Provide a brief description of your JAG award (include target population, crime/problem of focus, goals, and objectives). *Answer this question during the first reporting period. [Carry forward]*

2. What were your accomplishments, including any progress made toward achieving your grant-funded program goals, during the reporting period? *Your response should outline any actions executed by your agency in the overall implementation of your award, administrative or programmatic. Please ensure your program goals relate back to your approved application and program budget. Generally, you should describe more than one accomplishment.*

3. What challenges did you encounter, if any, within the reporting period that prevented you from reaching your goals or milestones?

4. Is there any assistance that BJA (or a TTA provider) can provide to address any challenges identified in Question 3?

A. Yes/No

B. If Yes, explain: _____

5. Are you on track to achieve the goals you hoped to achieve with your grant funding, both fiscally and programmatically, as outlined in your grant application? *(If No, please provide an explanation as to why your agency is not on-track and what your plans are to address the delay.)*

A. Yes/No

B. If No, explain: _____

REVISED OCTOBER 2024

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the PMT system upon award acceptance.

6. What major activities are planned for the next 6 months? *Your response should address the goals and objectives as outlined in the Program Narrative and provide an update on the planned activities in the next 6 months under each goal.*
-

7. Based on your knowledge of the criminal justice field, are there any innovative programs/accomplishments that you would like to share with BJA? Submit a JAG Success Story here: <https://bia.ojp.gov/submit-success-story>.
-

THANK YOU FOR PARTICIPATING!

REVISED OCTOBER 2024

The performance measure questions presented here are preliminary and may be subject to revision.

This document is only to be used for planning and data collection purposes.

All grantees must enter their data in the PMT system upon award acceptance.

RESOLUTION NUMBER _____

WHEREAS, on May 17, 2021, the City of Beatrice (“City”) entered into a Subdivision Improvement Agreement with Northgate Investment Co., LLC, a Nebraska limited liability company (“Northgate”), for the construction of public improvements upon Northgate Crossing Third Addition (the “Agreement”); and

WHEREAS, on November 20, 2023, the City and Northgate executed the First Amendment to the Agreement to extend the completion date for said public improvements by one (1) additional year to November 17, 2024; and

WHEREAS, all of the public improvements outlined in the Agreement, as amended, were completed and all other terms of the Agreement have been satisfied; and

WHEREAS, the Mayor and City Council for the City of Beatrice desire to acknowledge the completion of said public improvements and the satisfaction of all of the terms of the Agreement, as amended; and

WHEREAS, Mayor and City Council for the City of Beatrice desire to authorize the Mayor and City Clerk to execute a General Release and any and all other documents necessary to release and discharge Northgate Investment Co., LLC, along with its heirs, executors, administrators, successors and assigns from any and all actions, claims and demands whatsoever the City ever had or may have regarding said Agreement, as amended, and to terminate said Agreement between the City and Northgate Investment Co., LLC, as amended.

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

SECTION 1. That all of the public improvements outlined in the Agreement, as amended, were completed and all other terms of the Agreement have been satisfied.

SECTION 2. Agreement dated May 17, 2021, as amended between the City and Northgate Investment Co., LLC, is designated as satisfied and the remainder of said Agreement is hereby terminated.

SECTION 3. That the Mayor and City Clerk are hereby authorized to sign and execute any and all other documents necessary to release and discharge Northgate Investment Co., LLC, a Nebraska limited liability company, along with its heirs, executors, administrators, successors and assigns from any and all actions, claims and demands whatsoever, the City ever had or may have regarding the Agreement, as amended.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

GENERAL RELEASE

City of Beatrice, Nebraska, a Municipal corporation, 400 Ella Street, Beatrice, Nebraska, 68310, as RELEASOR, in consideration of the satisfactory completion and compliance with the conditions and covenants of the Subdivision Improvement Agreement, dated May 17, 2021, and amended on November 20, 2023, entered into by the RELEASOR and Northgate Investment Co., LLC, a Nebraska limited liability company, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

Subdivision Improvement Agreement dated May 17, 2021, as amended on November 20, 2023,

Wherever the sense of this RELEASE requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

This RELEASE may only be changed in writing signed by both RELEASOR and RELEASEE.

IN WITNESS WHEREOF, the RELEASOR has executed this RELEASE on the ____ day of July, 2025.

Attest:

City of Beatrice, RELEASOR

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of July, 2025, by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

RESOLUTION NUMBER _____

WHEREAS, Chad A. Lottman and Courtney A. Lottman, husband and wife (jointly referred to as "Borrowers") previously applied to the City of Beatrice, Nebraska ("City") for an LB840 Economic Development Loan ("LB840 Loan") in the amount of Two Hundred Thousand Dollars (\$200,000.00) to establish a meat processing facility in the City; and

WHEREAS, Landmark Snacks, LLC, a Nebraska limited liability company, and Chad A. Lottman and Courtney A. Lottman, husband and wife (jointly referred to as "Borrowers") previously applied to the City of Beatrice, Nebraska ("City") for an LB840 Loan in the amount of Two Hundred Thousand Dollars (\$200,000.00) for working capital at their meat processing facility (collectively both loans are hereinafter referred to as the "Loans"); and

WHEREAS, on or about December 31, 2015, the City executed two (2) Loan Agreements, two (2) Promissory Notes, two (2) Personal Guaranties, and Deed of Trust with the Borrowers, for two (2) LB840 Loans in the amount of Two Hundred Thousand Dollars (\$200,000.00) each, and a total of Four Hundred Thousand Dollars (\$400,000.00) to establish a meat processing facility in the City, and for working capital for said facility, respectively; and

WHEREAS, to secure the Loans, the Borrowers executed two (2) Promissory Notes, dated December 31, 2015, two (2) Personal Guaranties, dated December 31, 2015, a UCC Financing Statement, and a Deed of Trust, dated December 31, 2015, and recorded in the Gage County Register of Deeds Office on January 7, 2016, and recorded as Instrument No. 2016-00072; and

WHEREAS, the Borrowers have satisfied all the terms of the Loans; and

WHEREAS, the Mayor and City Council for the City of Beatrice desire to authorize the Mayor, City Administrator, and City Clerk to execute any and all releases, any and all requests for reconveyances, deeds of reconveyance, and any and all other documents necessary to release

and discharge Landmark Snacks, LLC, and Chad A. Lottman and Courtney A. Lottman, husband and wife, along with their heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever the City every had or may have regarding said Loans to Landmark Snacks, LLC, and Chad A. Lottman and Courtney A. Lottman.

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

SECTION 1. That the Loan Agreements dated December 31, 2015, are designated as terminated and satisfied.

SECTION 2. That the corresponding Promissory Notes dated December 31, 2015, are hereby terminated and satisfied.

SECTION 3. That the corresponding Personal Guaranties dated December 31, 2015, are hereby terminated and satisfied.

SECTION 4. That the corresponding UCC Financing Statement is hereby terminated and satisfied.

SECTION 5. That the Deed of Trust for said Loan Agreements, dated December 31, 2015, and recorded in the Gage County Register of Deeds Office on January 7, 2016, and recorded as Instrument No. 2016-00072, is hereby terminated and satisfied.

SECTION 6. That all securities, guarantees, or obligations of Landmark Snacks, LLC, and Chad A. Lottman and Courtney A. Lottman regarding the Loan Agreements are hereby terminated and satisfied.

SECTION 7. That the Mayor, City Administrator, and City Clerk are hereby authorized to sign and execute any and all other documents necessary to release and discharge Landmark Snacks, LLC, and Chad A. Lottman and Courtney A. Lottman, husband and wife, along with their

heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever, the City ever had or may have regarding the Loans.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

GENERAL RELEASE

City of Beatrice, Nebraska, a Municipal corporation, 400 Ella Street, Beatrice, Nebraska, 68310, as RELEASOR, in consideration of the satisfactory completion and compliance with the conditions and covenants of the LB840 Loan Agreement, dated December 31, 2015, entered into by the RELEASOR and Landmark Snacks, LLC, a Nebraska limited liability company, and Chad A. Lottman and Courtney A. Lottman, husband and wife, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

- Loan Agreement dated December 31, 2015;
- Promissory Note dated December 31, 2015; and
- Personal Guaranty dated December 31, 2015;

Wherever the sense of this RELEASE requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

This RELEASE may only be changed in writing signed by both RELEASOR and RELEASEE.

IN WITNESS WHEREOF, the RELEASOR has executed this RELEASE on the ____ day of July, 2025.

Attest:

City of Beatrice, RELEASOR

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of July, 2025, by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

GENERAL RELEASE

City of Beatrice, Nebraska, a Municipal corporation, 400 Ella Street, Beatrice, Nebraska, 68310, as RELEASOR, in consideration of the satisfactory completion and compliance with the conditions and covenants of the LB840 Loan Agreement, dated December 31, 2015, entered into by the RELEASOR and Chad A. Lottman and Courtney A. Lottman, husband and wife, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

- Loan Agreement dated December 31, 2015;
- Promissory Note dated December 31, 2015;
- Personal Guaranty dated December 31, 2015; and
- Deed of Trust dated December 31, 2015, recorded in the Gage County Register of Deeds as Instrument No. 2016-00072

Wherever the sense of this RELEASE requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

This RELEASE may only be changed in writing signed by both RELEASOR and RELEASEE.

IN WITNESS WHEREOF, the RELEASOR has executed this RELEASE on the ____ day of July, 2025.

Attest: City of Beatrice, RELEASOR

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of July, 2025, by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

Return to: City of Beatrice
400 Ella Street
Beatrice, NE 68310

REQUEST FOR RECONVEYANCE

The undersigned Beneficiary requests the Trustee to reconvey the real estate described as follows:

See attached Exhibit "A".

to the person or persons entitled thereto.

Robert Morgan, Mayor
City of Beatrice, Nebraska, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of July, 2025 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

DEED OF RECONVEYANCE

The indebtedness secured by the Deed of Trust executed by Chad A. Lottman and Courtney A. Lottman, husband and wife, as Trustor to Taylor Rivera, an licensed Attorney in the State of Nebraska in good standing, as Substitute Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated December 31, 2015, and recorded in the Gage County Register of Deeds Office on January 7, 2016, and recorded as Instrument No. 2016-00072, and has been satisfied and paid in full, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement above.

In accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

See attached Exhibit "A".

DATED: July ____, 2025.

Taylor Rivera, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on the ____ day of July, 2025, by Taylor Rivera, as Trustee.

Notary Public

Return to:
Taylor Rivera
City of Beatrice
400 Ella Street
Beatrice, NE 68310

Space Above Reserved for Recording Information

SUBSTITUTION OF TRUSTEE

Taylor Rivera, 400 Ella Street, Beatrice, Nebraska, is hereby appointed successor trustee under the Deed of Trust executed by Chad A. Lottman and Courtney A. Lottman, husband and wife, as Borrower, in which the City of Beatrice, is named beneficiary and Gregory A. Butcher as Trustee, dated and filed for record on January 7, 2016, and recorded as Instrument No. 2016-00072 in the Gage County Register of Deeds. The property affected is legally described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

Executed this _____ day of July, 2025.

Robert Morgan, Mayor
City of Beatrice, Nebraska, Beneficiary

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

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

Notary Public

RESOLUTION NUMBER _____

WHEREAS, Nixon Restaurant and Property, Inc., a Nebraska corporation, and Sam Nixon, a single person, (“Borrowers”) previously applied to the City of Beatrice (“City”) for LB840 funding to be used for working capital for a restaurant located in Beatrice, Gage County, Nebraska; and

WHEREAS, on October 16, 2023, Borrowers and City executed loan documents including a Loan Agreement, Personal Guaranty, Deed of Trust, and Promissory Note (herein after jointly referred to as “Loan”), to effectuate an LB840 Economic Development Loan in the amount of Fifty Thousand Twenty-Two Dollars (\$50,022.00); and

WHEREAS, the terms of the Loan specify that Ten Thousand Dollars (\$10,000.00) of the original principal amount of the Loan shall be forgiven by the City Borrowers received a Certificate of Occupancy from the Beatrice Community Development Department on or before July 1, 2025; and

WHEREAS, said Certificate of Occupancy was issued to the Borrowers on January 3, 2025; and

WHEREAS, pursuant to said Loan Agreement, the City of Beatrice, Nebraska desires to forgive Ten Thousand Dollars (\$10,000.00) of the original principal amount of the Loan.

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

SECTION 1. That Ten Thousand Dollars (\$10,000.00) of the original principal amount of the Loan of the original principal amount of the LB840 Economic Development Loan to Nixon Restaurant and Property, Inc., and Sam Nixon, be and hereby is forgiven. Borrowers along with their heirs, executors, administrators, successors and assigns are forever released and discharged from any and all actions, debts, claims and demands whatsoever, the City may have regarding

the forgiven amount.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** June 20, 2025
FROM: Taylor Rivera **FOR AGENDA OF:** July 7, 2025
City Attorney
SUBJECT: Termination of EDA Tourism Contract **EXHIBIT(S):**

In 2023, the City was awarded funding from the State of Nebraska Department of Economic Development (“NDED”) U.S. Economic Development Administration’s (“EDA”) Tourism Grant Program for the purpose of enhancing community events and developing a marketing campaign focused on Qualified Census Tract (“QCT”) attractions and businesses.

The City attempted to utilize these funds by funding marketing, event planning, and advertisements for Main Street Beatrice and Gage County Tourism. Due to turnover in both organizations, the City was unable to utilize the funds from the grant award.

Because of this, both the City and NDED have mutually agreed to terminate Contract No. 23-11-354 and to return all grant funds to NDED that the City received pursuant to the EDA Tourism Grant Program.

RESOLUTION NUMBER _____

WHEREAS, on or about June 19, 2023, the City of Beatrice, Nebraska (“City”) was awarded funding from the State of Nebraska Department of Economic Development (“NDED”) U.S. Economic Development Administration’s (“EDA”) Tourism Grant Program for the purpose of enhancing community events and developing a marketing campaign focused on Qualified Census Tract (“QCT”) attractions and businesses; and

WHEREAS, the City was unable to utilize the funding received from the EDA Tourism Grant Program; and

WHEREAS, the City and NDED desire to terminate Contract No. 23-11-354.

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 any and all documents necessary to terminate Contract No. 23-11-354, including but not limited to the Acknowledgement of Receipt and Mutual Agreement to Termination of Contract. A copy of the said Acknowledgment, 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 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

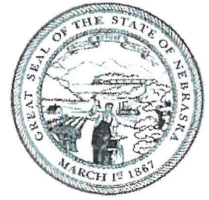
NEBRASKA

Good Life. Great Opportunity.

DEPT. OF ECONOMIC DEVELOPMENT

Exhibit "A"

Jim Pillen, Governor



June 20, 2025

Mayor Robert Morgan
City of Beatrice
400 Ella Street Ste 1
Beatrice NE 68310

Via email only to bmorgan@beatrice.ne.gov and trivera@beatrice.ne.gov

**RE: Notice of EDA Grant Contract Termination by Mutual Consent
Contract No. 23-11-354**

Dear Mayor Morgan:

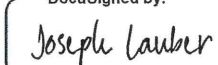
The Nebraska Department of Economic Development is hereby removing from obligation, Economic Development Administration Travel and Tourism (EDA) Program grant funds for Contract No. 23-11-354 in the amount of one hundred and fifty thousand dollars (\$150,000), based upon the mutual consent and agreement of the Department and the City of Beatrice to the termination of said Contract.

Contract No. 23-11-354 is hereby terminated as provided under Contract Article VI, Section 2, Mutual Termination. The parties mutually agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Department considers the Grant set forth by this Contract to be completely and fully terminated, effective the date of this letter.

To date, the Department has disbursed \$131,250 in advance payments to the City pursuant to the grant agreement. Within thirty days of receipt of this Notice, the City must repay the amount of \$131,250 to the Department by check payable to Nebraska Department of Economic Development, referencing Contract No. 23-11-354 and EDA Tourism on the note line. The check should be mailed to Department of Economic Development, 245 Fallbrook Blvd Suite 002, Lincoln, NE 68521.

Should you have questions or concerns, please contact your program consultant Diamond Cook at 531-207-5020 or diamond.cook@nebraska.gov.

Sincerely,

DocuSigned by:

CFE96E23E647409...
Joseph H. Lauber
Deputy Director



ACKNOWLEDGEMENT OF RECEIPT AND MUTUAL AGREEMENT TO TERMINATION OF CONTRACT

The undersigned acknowledges receipt of this letter on behalf of the City of Beatrice, as well as mutually agreeing to the termination of the above-referenced Contract effective the date of this letter and repayment of grant funds issued to date in the amount of \$131,250, within thirty days of the date of this letter.

_____/_____
(Signature) (Date)

Printed or typed name/title

The undersigned acknowledges receipt of this letter on behalf of the Nebraska Department of Economic Development, as well as mutually agreeing to the termination of the above-referenced Contract, effective the date of this letter.

DocuSigned by:
Joseph Lauber / 6/18/2025
CFE96F23E647409...
_____/_____
(Signature) (Date)

Joseph H. Lauber
Deputy Director



**PUBLIC HEARING TO CONSIDER DECLARING AN AREA TO BE SUBSTANDARD AND BLIGHTED
AND ADOPTION OF REDEVELOPMENT PLAN FOR REDEVELOPMENT AREA #13**

The Planning and Zoning Commission of the City of Beatrice, Nebraska will hold a public hearing on Monday, July 7, 2025 at 5:00 pm and the **Beatrice City Council** will hold a public hearing on Monday, **July 7, 2025 at 6:00 pm**, both public hearings will be in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, to consider declaring the following described Redevelopment Area #13 to be substandard and blighted within the definitions set forth in the Community Development Law, Neb.Rev.Stat. §18-2101 et. seq. and to consider the adoption of a redevelopment plan for said areas: Gage County Parcel ID #s:

012533000	012552000	012557000	012568000	012593000
012534000	012551000	012558000	012567000	012594000
012535000	012550000	012559000	012566000	012595000
012536000	012549000	012560000	012565000	012596000
012537000	012548000	012561000	012564000	012597000
012538000	012547000	012562000	012598000	010296701
012539000	012546000	012563000	012599000	010296706
012540000	012545000	012573000	012601000	010296702
012541000	012544000	012572000	012600000	010296707
012542000	012554000	012571000	012602000	010296707
012543000	012555000	012570000	012603000	010296705
012553000	012556000	012569000	012592000	

A map of the area and a copy of the plan to be considered and other pertinent information will be available for inspection at the City Clerk's Office, 400 Ella Street, or online at www.beatrice.ne.gov. All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard. Written testimony will be accepted at the public hearing. Written comments addressed to Erin Saathoff, City Clerk, 400 Ella Street, will be accepted if received on or before July 3, 2025.

Publish: June 20 and 27, 2025

Exhibit "A"

ILLUSTRATION 1 - CONTEXT MAP REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA.

LEGEND.

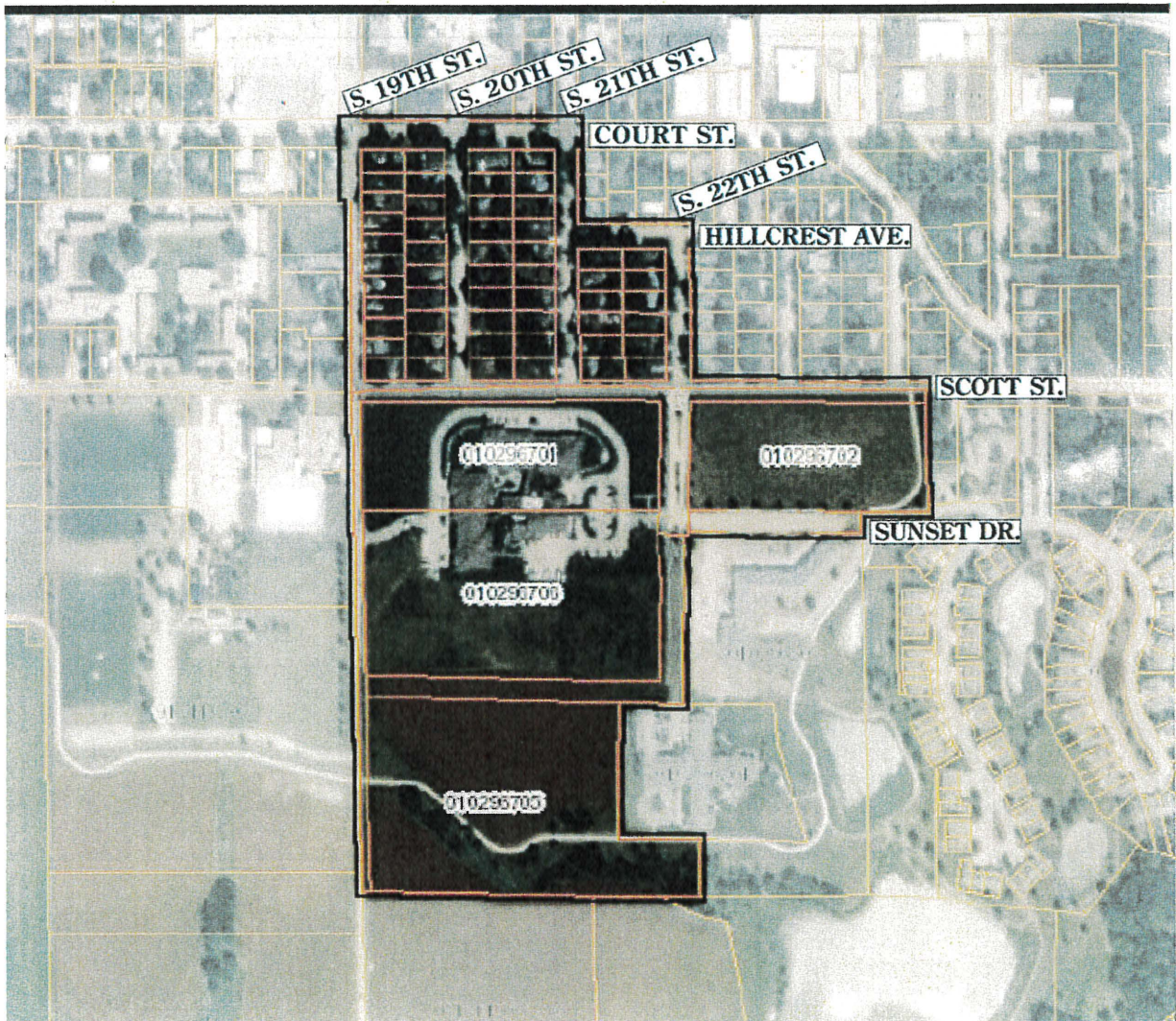
- REDEVELOPMENT AREA #13
- ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

RESOLUTION NUMBER _____

WHEREAS, the Mayor and City Council of the City of Beatrice, Nebraska desire to stimulate redevelopment of the area shown in the map attached hereto, incorporated herein by reference, and marked as Exhibit "A", to be known as Redevelopment Area No. 13, by designating these areas as being substandard and blighted as defined in Neb. Rev. Stat. §18-2103; and

WHEREAS, the designation of a certain area as substandard and blighted is a prerequisite to the adoption of a Redevelopment Plan and the use of Tax Increment Financing for use in redevelopment efforts; and

WHEREAS, on April 7, 2025, the City retained Hanna:Keelan Associates, P.C. to conduct blight/substandard determination studies and prepare a general redevelopment plan for the proposed Redevelopment Area No. 13, which was completed in June 2025; and

WHEREAS, on July 3, 2025, the Community Redevelopment Authority of the City of Beatrice recommended that the area shown in Exhibit "A" be declared to be a substandard and blighted area in need of redevelopment; and

WHEREAS, on July 7, 2025, the Planning and Zoning Commission of the City of Beatrice recommended that the area shown in Exhibit "A" be declared to be a substandard and blighted area in need of redevelopment; and

WHEREAS, the Mayor and City Council of the City of Beatrice, Nebraska, find and determine that the area shown in Exhibit "A" is substandard and blighted as defined in Neb. Rev. Stat. §18-2103.

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

SECTION 1. The area shown in Exhibit "A", be and is hereby declared to be a substandard and blighted area in need of redevelopment.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

ILLUSTRATION 1 - CONTEXT MAP REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA.

LEGEND.

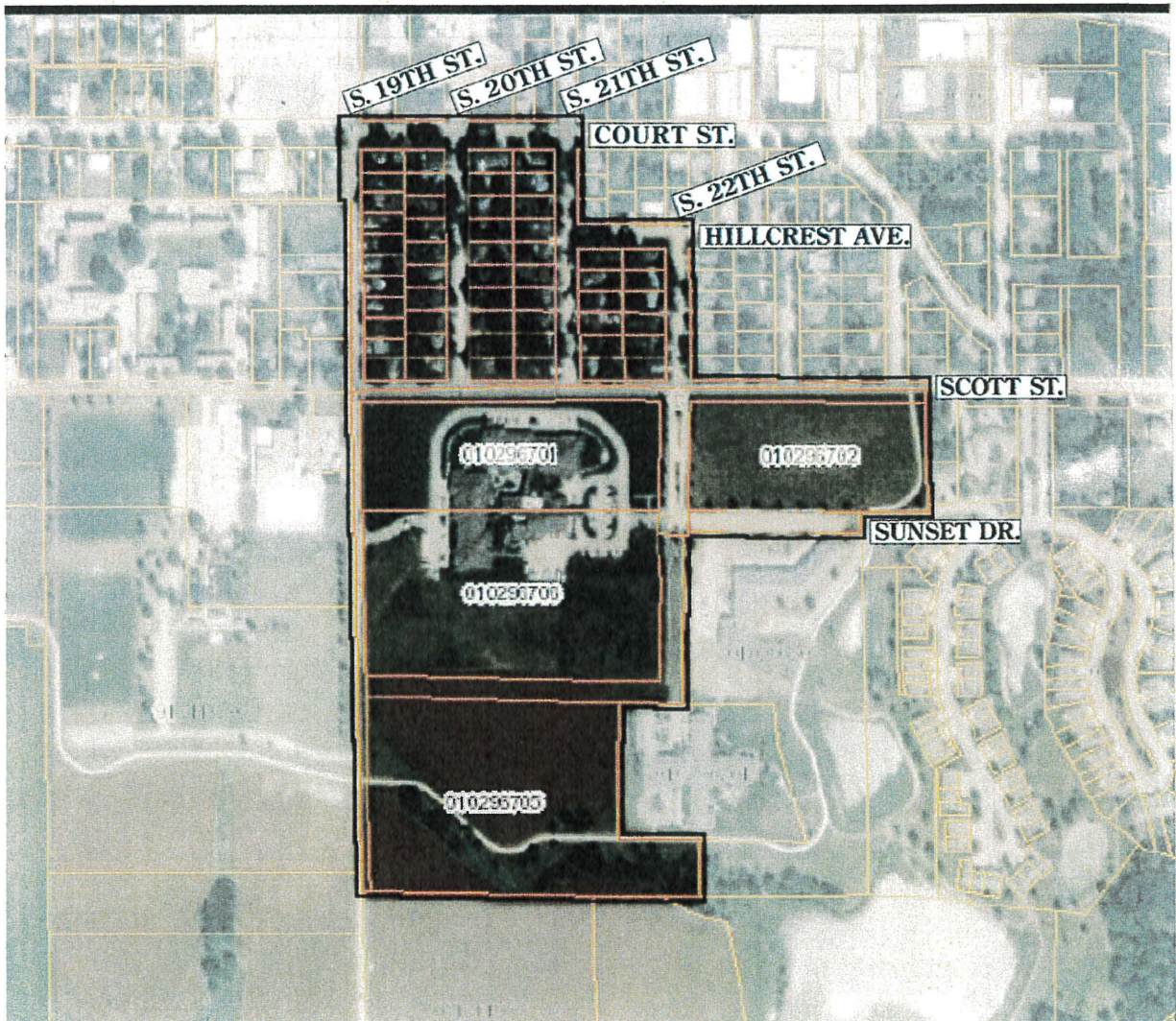
- REDEVELOPMENT AREA #13
- ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

Exhibit "A"

ILLUSTRATION 1 - CONTEXT MAP REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA.

LEGEND.

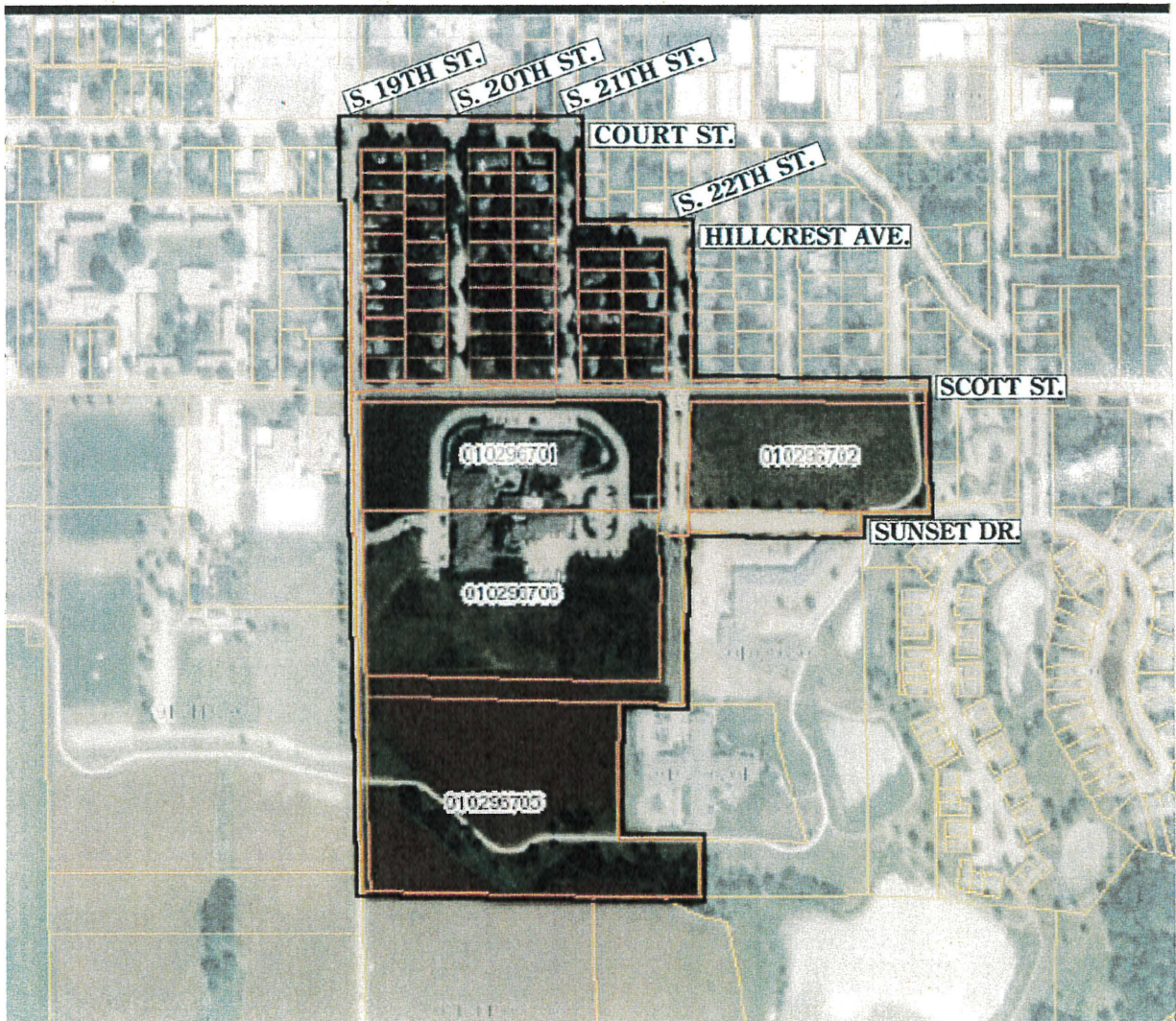
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SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

RESOLUTION NUMBER _____

WHEREAS, the Mayor and City Council of the City of Beatrice, Nebraska (the "City") passed and approved Ordinance Number 97-43 creating the Community Redevelopment Authority of the City of Beatrice, Nebraska (the "Authority") pursuant to the Community Development Law, R.R.S. 1943, §18-2101, et seq., as amended (the "Act"); and

WHEREAS, on July 7, 2025, the City adopted a resolution declaring the area shown in the map attached hereto, incorporated herein by reference, and marked as Exhibit "A", as blighted and substandard in accordance with Section 18-2103 of the Act; and

WHEREAS, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act; and

WHEREAS, the Authority has prepared a proposed Redevelopment Plan for Redevelopment Area No. 13 for consideration by the City pursuant to Section 18-2111 of the Act; and

WHEREAS, the Authority submitted the proposed Redevelopment Plan to the Planning and Zoning Commission of the City of Beatrice on July 3, 2025, and on July 7, 2025, the Planning and Zoning Commission submitted recommendations with respect to the proposed Redevelopment Plan which have been incorporated into the proposed Redevelopment Plans; and

WHEREAS, there has been submitted to the Mayor and City Council of the City, for its consideration, the proposed Redevelopment Plan for Redevelopment Area No. 13 prepared by the Authority. A copy of the Redevelopment Plan, as recommended to the City, marked as Exhibit "B", is attached hereto and incorporated by reference; and

WHEREAS, there has been submitted to the Mayor and City Council of the City, for its consideration, the proposed Redevelopment Plan for Redevelopment Area No. 13 prepared by the Authority. A copy of the Redevelopment Plan, as recommended to the City, marked as Exhibit “B”, is attached hereto and incorporated by reference; and

WHEREAS, the City has published notices of public hearings on the proposed Redevelopment Plan and held public hearings for the proposed Redevelopment Plan on July 7, 2025, pursuant to and in accordance with Section 18-2115 of the 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 Council hereby make the following findings with respect to the Redevelopment Plans for Redevelopment Area No. 13:

A. The Redevelopment Plans are feasible as a plan of redevelopment of the Redevelopment Area in accordance with and as contemplated by Section 18-2116 of the Act;

B. The Redevelopment Plans are in conformity with the Comprehensive Plan of the City of Beatrice, Nebraska, which includes a general plan for the development of the City as a whole;

C. The Redevelopment Plans are in conformity with the legislative declarations and determinations set forth in the Community Development Law, Neb. Rev. Stat. Sections 18-2101 et. seq., which such declarations and determinations are incorporated in this resolution by reference; and

D. Further findings and determinations required by Neb. Rev. Stat. Section 18-2116 shall be made as and when deemed appropriate by the Mayor and City Council of the City of Beatrice as and when plan modifications relating to specific projects for which funds authorized by Neb. Rev. Stat. Section 18-2147 are to be used are presented for hearing and approval.

SECTION 2. That the Redevelopment Plan for Redevelopment Area No. 13 in the form attached as Exhibit “B” to this resolution, is hereby approved pursuant to and in accordance with Section 18-2116 of the Act.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan Mayor

Exhibit "A"

ILLUSTRATION 1 - CONTEXT MAP REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA.

LEGEND.

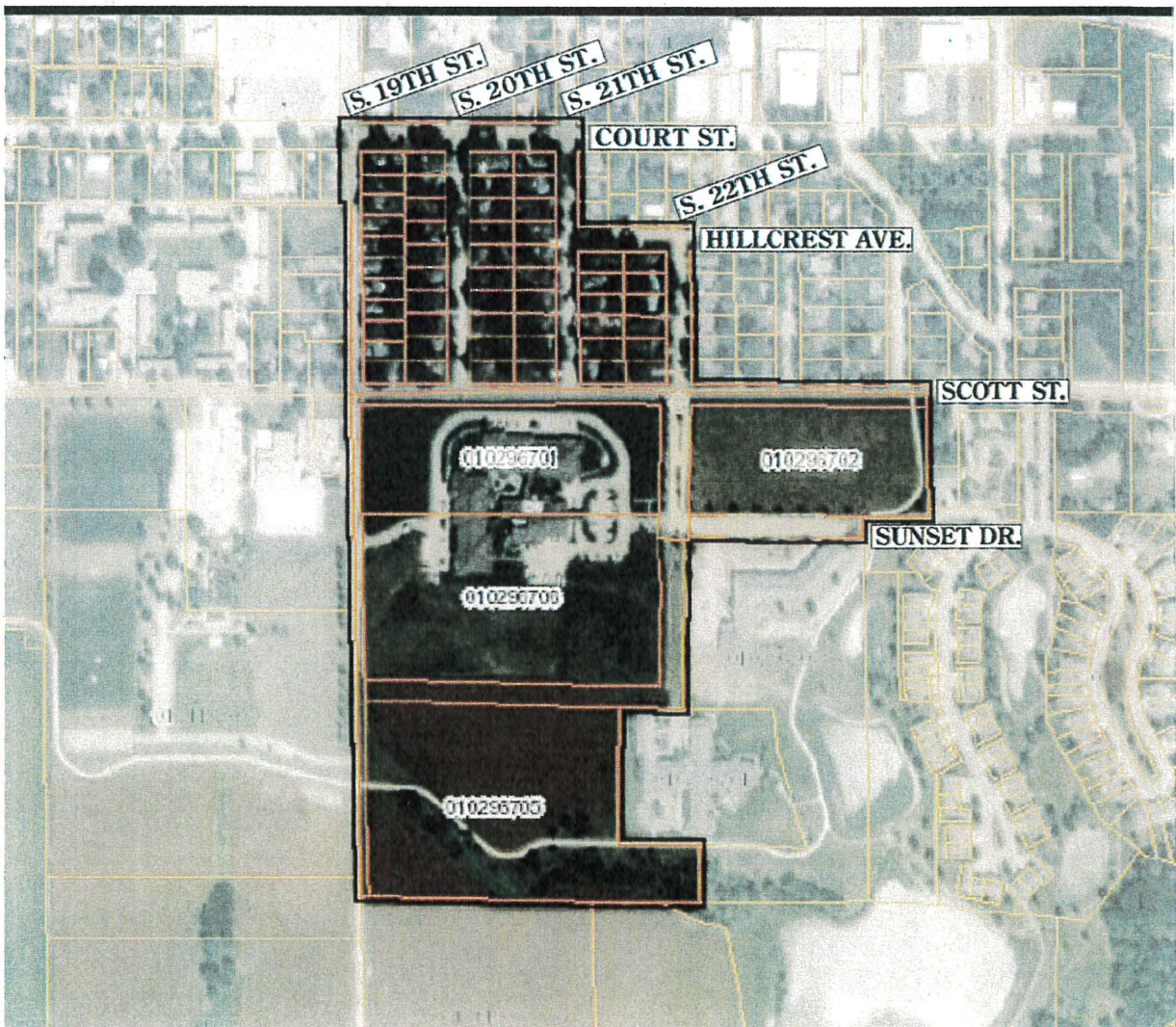
- REDEVELOPMENT AREA #13
- ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

BEATRICE, NEBRASKA

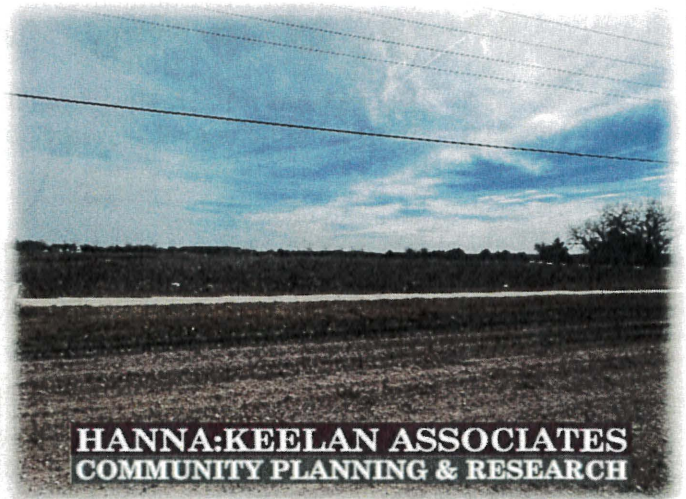
Redevelopment Area #13

Blight & Substandard Determination Study

&

General Redevelopment Plan

June, 2025.



**HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH**

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HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH

* Becky Hanna * Tim Keelan * Keith Carl * Kieran Strawmier *

Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

BLIGHT & SUBSTANDARD DETERMINATION STUDY

EXECUTIVE SUMMARY

Purpose of Study

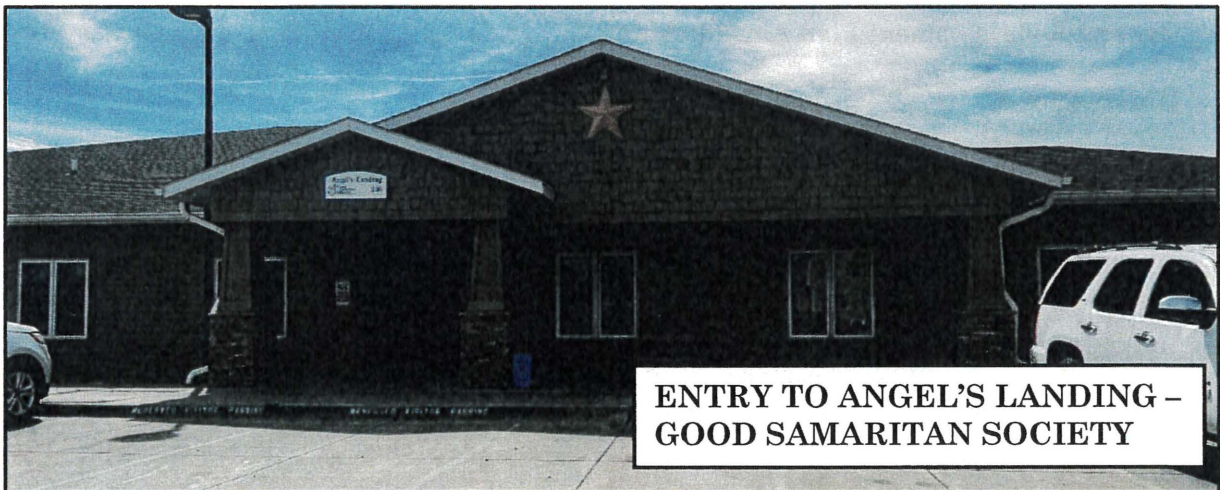
The purpose of this **Blight and Substandard Determination Study** is to apply the criteria set forth in the **Nebraska Community Development Law, Section 18-2103**, to a designated **Redevelopment Area #13** in the City of Beatrice, Nebraska. The results of this **Study** will assist the City in declaring **Redevelopment Area** as both **blighted and substandard**.

Location

Redevelopment Area #13 is in the southeastern portion of the City of Beatrice, as identified in **Illustration 1, Context Map, Page 2**. The **Area** includes the listed **Parcels of Record** on file with the **Gage County Assessor's Office**, as presented in the **Appendix, Page 44**.

All **Illustrations** presented in this **Blight and Substandard Determination Study** identify the entire **Area** to be declared blighted and substandard and in need of redevelopment. The entire **Redevelopment Area** is located within the **Corporate Limits of Beatrice**.

Redevelopment Area #13, located south of **Highway 136**, equals an estimated **49.2 acres** and contains a single-family residential area and commercial properties, as well as undeveloped tracts of land. One major feature in the **Area** is **Good Samaritan Society Beatrice**, as assisted living and long-term care facility. The **Good Samaritan Society Beatrice** also owns two vacant parcels that account for approximately **31.1 percent**, or **15.3 acres** of vacant/undeveloped land within the **Area**.



**ILLUSTRATION 1 - CONTEXT MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

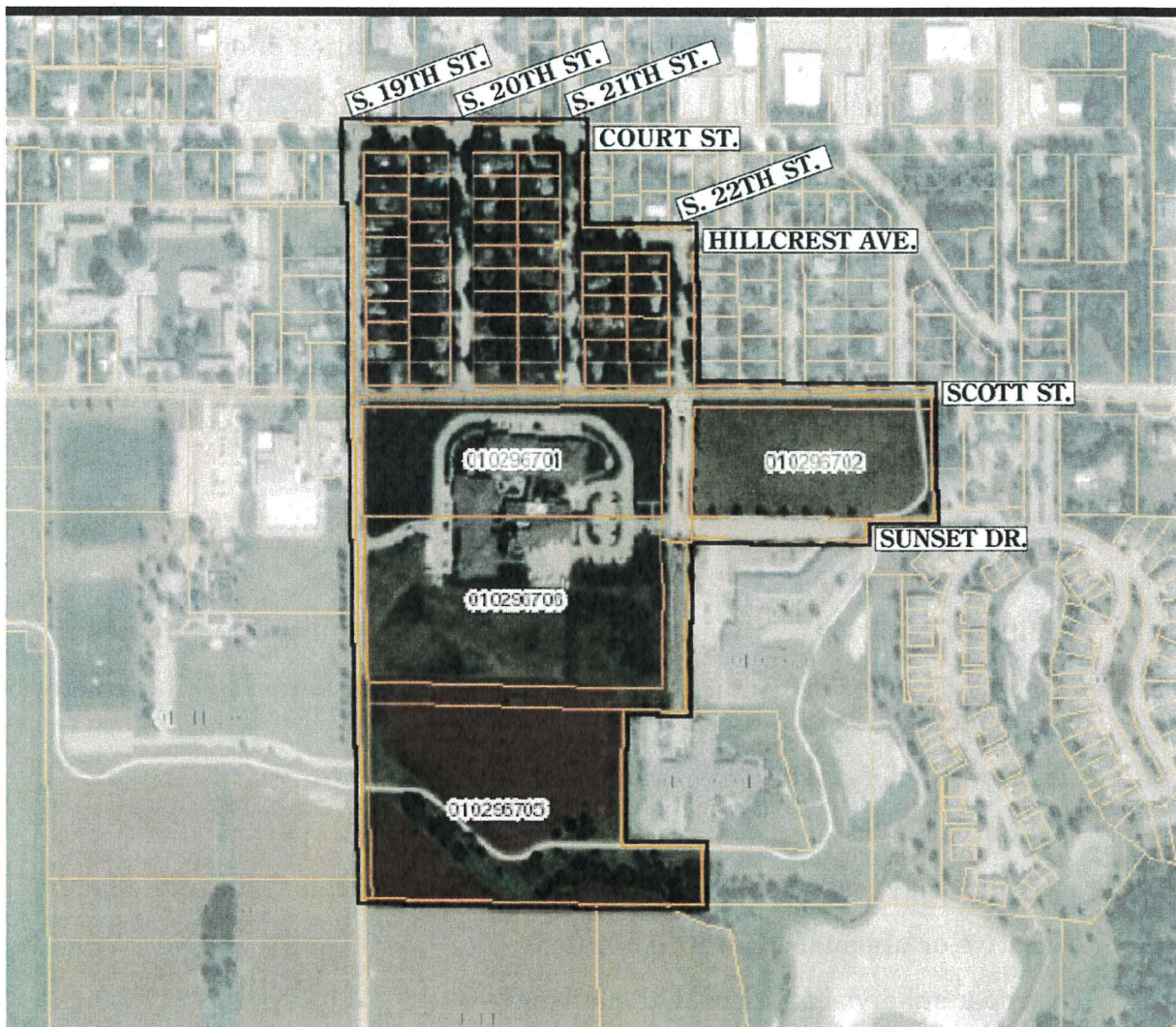
- REDEVELOPMENT AREA #13
- ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

**HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH**



This **blight and substandard evaluation** included a detailed **exterior structural condition survey of 75 structures, field inventory of 59 parcels**, conversations with both City of Beatrice and staff and a review of available reports and documents containing information which could substantiate the existence of **blight and substandard conditions**.

SUBSTANDARD AREA

As set forth in the Nebraska legislation, a **substandard area** shall mean one in which there is a predominance of buildings or improvements, whether non-residential or residential in character, which by reason of the presence of the following factors:

1. Dilapidated/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4. (a) High density of population and overcrowding; or
(b) The existence of conditions which endanger life or property by fire and other causes; or
(c) Any combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, and crime, and is detrimental to the public health, safety, morals or welfare.

BLIGHTED AREA

As set forth in the Section 18-2103 Nebraska Revised Statutes (Cumulative Supplement 2012), a **blighted area** shall mean "an area, which by reason of the presence of the following factors:

1. A substantial number of deteriorated or deteriorating structures;
2. The advanced age and associated condition of structures;
3. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
4. Insanitary or unsafe conditions due to the age, condition or small diameter of water mains;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land
8. Defective or unusual conditions of title;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;

11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability; and
12. Is detrimental to the public health, safety, morals or welfare in its present condition and use; and in which there is at least one or more of the following conditions exists;
 1. Unemployment in the study or designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in an area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the study or designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

While it may be concluded the mere presence of a majority of the stated **Factors** may be sufficient to make a finding of **blight and substandard**, this evaluation was made on the basis that existing **Blight and Substandard Factors** must be present to an extent which would lead reasonable persons to conclude public intervention is appropriate or necessary to assist with any development or redevelopment activities. Secondly, the distribution of **Blight and Substandard Factors** throughout **Redevelopment Area #13** must be reasonably distributed so good areas are not arbitrarily found to be blighted simply because of proximity to areas which are **blighted and substandard**.

On the basis of this approach, Redevelopment Area #13 is found to be eligible as "blighted" and "substandard" within the definition set forth in the legislation.



SUBSTANDARD FACTORS

Two Substandard Factors set forth in the Nebraska Community Development Law have a “strong presence” while two factors have a “reasonable presence” within Redevelopment Area #13. The Substandard Factors are described in detail, below.

TABLE 1
SUBSTANDARD FACTORS
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA

- | | | |
|----|---------------------------------------------------------------------------------------------------|---|
| 1. | Dilapidated/deterioration. | ■ |
| 2. | Age or obsolescence. | ⊙ |
| 3. | Inadequate provision for ventilation, light, air, sanitation or open spaces. | ⊙ |
| 4. | Any combination of factors that are detrimental to the public health, safety, morals, or welfare. | ■ |

Strong Presence of Factor ⊙

Reasonable Presence of Factor ■

No Presence of Factor ○

Source: Hanna:Keelan Associates, 2025.

Strong Presence of Factor -

As per information obtained from the Gage County Assessor’s Office and the results of the **Structural Survey** analysis, **74** of the total **75 existing structures** are **40+ years of age** (built in or prior to 1985). The **average age** of residential structures in the **Redevelopment Area** is an estimated **72 years**. The single commercial structure within the **Area** is **105 years**, built in 1920. The **Factor of Age or Obsolescence** is a **strong presence** throughout the **Area**.

The conditions which result in the ***Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Space*** are a **strong presence** throughout **Redevelopment Area #13**. Water and sanitary sewer mains servicing the single-family residential properties in the **Area** are described by City Staff as the original infrastructure from the subdivision’s development in the 1950s, ranging from 15 years south of Scott Street and 70 years of age north of Scott Street in the **Area**. The water mains in the **Area** south of Scott Street are adequately sized and constructed of either PVC, the current standard, or C900, the American Water Works Association standard. The water mains north of Scott Street are 4” pipes constructed with outdated materials from the original construction.

No planned open space or parks exist in the **Redevelopment Area**.

Water and sanitary sewer mains and service lines servicing the residential parcels are aging and constructed of outmoded material. These mains/lines were estimated to have been constructed in the 1950s.

Reasonable Presence of Factor -

The results of the **Structural/Site Conditions Survey** identified **14 structures** in the **Redevelopment Area #13** as being in a *deteriorating* condition with **minor defects** and **four structures** as being in a *deteriorating* condition with **major defects**. Thus, **18 structures** were recorded as being in a *deteriorating* condition with **minor defects or worse**. This **Factor** is a **reasonable presence** throughout the **Area**.

The field analysis determined that the **Substandard Factor *Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals, or Welfare*** is a **strong presence** throughout the **Redevelopment Area**. The primary contributing elements include deteriorating buildings needing moderate or substantial rehabilitation, prevalence of underdeveloped/underutilized lots and land parcels, as well as the age of the structures and the water and sanitary sewer lines.

The prevailing substandard conditions, evident in buildings and the public infrastructure, as determined by the field survey, in the Redevelopment Area include:

1. **Deteriorating and dilapidated structures;**
2. **Advanced age of structures, including an average age of 72 years for the residential structures and a 105-year-old commercial structure;**
3. **Outdated sewer and water main systems need repair.**
4. **The residential structures are serviced by water and sewer mains/service lines that are aging and constructed of outmoded materials.**



BLIGHT FACTORS

Of the 12 Blight Factors set forth in the Nebraska Community Development Law, throughout Redevelopment Area #13, four represent a strong presence, four represent a reasonable presence and three represent little to no presence. The Factor, “defective or unusual condition of title,” was not reviewed. All Blight Factors are reasonably distributed throughout Redevelopment Area.

**TABLE 2
BLIGHT FACTORS
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA**

- | | | |
|-----|--------------------------------------------------------------------------------------|----|
| 1. | A substantial number of deteriorated or dilapidated structures. | ■ |
| 2. | Existence of defective or inadequate street layout. | ■ |
| 3. | Faulty lot layout in relation to size, adequacy, accessibility or usefulness. | ○ |
| 4. | Insanitary or unsafe conditions. | ☐ |
| 5. | Deterioration of site or other improvements. | ☐ |
| 6. | Diversity of Ownership. | ☐ |
| 7. | Tax or special assessment delinquency exceeding the fair value of land. | ○ |
| 8. | Defective or unusual condition of title. | NR |
| 9. | Improper subdivision or obsolete platting. | ○ |
| 10. | The existence of conditions which endanger life or property by fire or other causes. | ■ |
| 11. | Other environmental and blighting factors. | ■ |
| 12. | One of the other five conditions. | ☐ |

Strong Presence of Factor ☐
Reasonable Presence of Factor ■
Little or No Presence of Factor ○
NR = Not Reviewed NR
 Source: Hanna:Keelan Associates, 2025.

Strong Presence of Factor –

Insanitary or Unsafe Conditions have a **reasonable presence** throughout the **Redevelopment Area**. Conditions contributing to this **Factor** include the presence of 18 structures being in a **deteriorating condition** and 74 of the total 75 structures being **40+ years of age**. Additionally, the water and sanitary sewer mains and service lines servicing the residential properties are aging and constructed of outmoded materials.

Deterioration of Site or Other Improvements have a **strong presence** throughout **Redevelopment Area #13**. A total of 13 parcels, or 22 percent of the 59 total parcels, were observed to have “**fair**” to “**poor**” overall site conditions including poor quality of sidewalks. Additionally, one parcel was identified as having **major debris** and 14 parcels were identified as having **minor debris**.

Diversity of Ownership is a **strong presence** throughout **Redevelopment Area #13**. Research of public records from the Gage County Assessor’s Office indicates that approximately **55 individuals or distinct ownership groups** own property within the **Redevelopment Area**.

One of the Required Five Additional Blight Factors has a **strong presence** throughout the **Redevelopment Area**. Based on the **Survey** analysis and records of the Gage County Assessor’s Office, the estimated age of the residential structures in the **Redevelopment Area** is 72 years and the age of the single commercial structure is 105 years, thus exceeding the blight criteria of 40+ years of age.

Reasonable Presence of Factor –

Deteriorated or Dilapidated Structures have a **reasonable presence** throughout the **Redevelopment Area**. The results of the **Structural/Site Conditions Survey** identified **14 structures** as being in a **deteriorating** condition with minor defects and **four structures** as being in a **deteriorating** condition with major defects. Thus, **18 structures**, or 24 percent, were identified as being deteriorated to a **minor extent or worse**. No structures were identified as being in a **dilapidated** condition.

The *Existence of Conditions Which Endanger Life or Property by Fire or Other Causes* has a **reasonable presence** throughout the **Redevelopment Area**. Conditions associated with this factor include 18 structures being in a deteriorating condition, age of structures, and prevalence of underdeveloped/underutilized lots and land parcels, as well as age and condition of sanitary sewer lines.

Other Environmental and Blighting Factors with a **reasonable presence** throughout the **Redevelopment Area** include buildings that are **deteriorating** with either **minor and/or major defects**, and outmoded infrastructure, as well as underdeveloped/underutilized lots and land parcels. Undeveloped parcels account for 31.3 percent of the **Area**. Additionally, one parcel contained debris to a major extent and 14 parcels contained debris to a minor extent.

Little or No Presence of Factor –

Existence of Defective or Inadequate Street Layout has little to no presence throughout the **Redevelopment Area**, due to “planned” road networks existing in a majority of the **Area**.

Faulty Lot Layout has little to no presence throughout **Redevelopment Area #13**. The Majority of lots in the **Area** are the product of planned subdivision and prefabricated homes, larger multifamily lots are still intact and have good access to roads and utilities for the current uses.

Improper Subdivision or Obsolete Platting has little to no presence throughout the **Redevelopment Area**, due to the **Area** being developed within a short span of time and not drastically altering its character since development.

Tax or Special Assessment Delinquency Exceeding the Fair Value of Land has little or no presence throughout the **Redevelopment Area**. Research of public records from the Gage County Assessor’s Office concluded, only three of the 59 parcels within the **Area** were recorded as property tax delinquent. Nine of the 59 parcels are property tax exempt.

The Factor *Defective or Unusual Condition of Title* was not reviewed.

Conclusion.

It is the conclusion of the Consultant that the number, degree and distribution of **Blight and Substandard Factors**, as documented in this **Executive Summary**, are beyond remedy and control solely by regulatory processes in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aid provided in the **Nebraska Community Development Law**. It is also the opinion of the Consultant that findings in this **Blight and Substandard Determination Study** warrant designating the **Redevelopment Area #13** as "substandard" and "blighted."

The conclusions presented in this **Study** are those of the Consultant engaged to examine whether conditions of **blight and substandard** exist. The Beatrice Planning Commission and City Council should review this **Study** and, if satisfied with the summary of findings contained herein, may adopt a resolution making a **finding of blight and substandard** and this **Study** a part of the public record.



19TH STREET NEIGHBORHOOD EXAMPLE

BASIS FOR REDEVELOPMENT

For a project in the City of Beatrice to be eligible for redevelopment under the **Nebraska Community Development Law**, the subject area or areas must first qualify as both a “**substandard**” and “**blighted**” area, within the definition set forth in the **Nebraska Community Development Law**. This **Study** has been undertaken to determine whether conditions exist which would warrant designation of **Redevelopment Area #13** as a “**blighted and substandard area**” in accordance with provisions of the law.

As set forth in Section 18-2103 Neb. Rev. Stat. (Cumulative Supplement 2012), a **substandard area** shall mean an area in which there is a predominance of buildings or improvements, whether nonresidential or residential in character, which by reason of the following:

1. Dilapidation/deterioration;
2. Age or obsolescence;
3. Inadequate provision for ventilation, light, air, sanitation or open spaces;
4.
 - (a) High density of population and overcrowding; or
 - (b) The existence of conditions which endanger life or property by fire and other causes; or
 - (c) Any combination of such factors is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

As set forth in the Nebraska legislation, a **blighted area** shall mean an area, which by reason of the presence of:

1. A substantial number of deteriorated or deteriorating structures;
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment delinquency exceeding the fair value of the land;
8. Defective or unusual conditions of title;

9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability;
12. Is detrimental to the public health, safety, morals, or welfare in its present condition and use; and in which there is at least one of the following conditions:
 1. Unemployment in the designated blighted area is at least one hundred twenty percent of the state or national average;
 2. The average age of the residential or commercial units in the area is at least 40 years;
 3. More than half of the plotted and subdivided property in the area is unimproved land that has been within the City for 40 years and has remained unimproved during that time;
 4. The per capita income of the designated blighted area is lower than the average per capita income of the City or Village in which the area is designated; or
 5. The area has had either stable or decreasing population based on the last two decennial censuses.

The Consultant for this **Blight and Substandard Determination Study** was guided by the premise that the finding of **blight and substandard** must be defensible and sufficient evidence of the presence of **Factors** should exist so members of the Beatrice City Council, acting as reasonable and prudent persons, could conclude public intervention is necessary or appropriate. Therefore, each **Factor** was evaluated in the context of the extent of its presence and the collective impact of all **Factors** found to be present.

Also, these deficiencies should be reasonably distributed throughout **Redevelopment Area #13**. Such a "reasonable distribution of deficiencies test" would preclude localities from taking concentrated areas of blight and substandard conditions and expanding the areas arbitrarily into non-blighted/substandard areas for planning or other reasons. The only exception which should be made to this rule is where projects must be brought to a logical boundary to accommodate new development and ensure accessibility, but even in this instance, the inclusion of such areas should be minimal and related to an area otherwise meeting the reasonable distribution of deficiencies test.

THE STUDY AREA

The purpose of this **Study** is to determine whether all or part of the designated **Redevelopment Area #13** in the City of Beatrice, Nebraska, qualifies as a **blighted and substandard area**, within the definition set forth in the **Nebraska Community Development Law, Section 18-2103**.

Location

Redevelopment Area #13 is located within the current Corporate Limits of the City of Beatrice, as presented in **Illustration 1, Page 2**. The **Area** includes the listed Parcels of Record on file with the Gage County Assessor's Office, as presented in the **Appendix**.

Redevelopment Area #13 equals an estimated **49.2 acres** and is comprised of single-family and elderly residential and commercial properties, as well as undeveloped tracts of land.

Table 3 identifies the estimated **Existing Land Use** within the **Area** in terms of number of acres and percentage of total for all existing uses. The existing land use is identified in **Illustration 2, Page 13**.

The primary use of developed land use is Elderly Residential, which comprise approximately 14.9 acres, or 30.3 percent of the total land use in the **Area**. Single-Family Residential land use equals an estimated 9.1 acres, or 18.5 percent. Commercial land use equals an estimated 0.2 acres, or 0.4 percent. Public Streets/Alleys land use comprise approximately 9.7 acres, or 19.7 percent of the total land use in the **Area**. Vacant/Undeveloped land use equals an estimated 15.3 acres.

**TABLE 3
EXISTING LAND USE
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA**

<u>Land Use</u>	<u>Acres</u>	<u>Percent</u>
Commercial	0.2	0.4%
Single Family Residential	9.1	18.5%
Elderly Residential	14.9	30.3%
Public Streets/Alleys	9.7	19.7%
<u>Vacant/Undeveloped</u>	<u>15.3</u>	<u>31.1%</u>
Totals	49.2	100.0%

Source: Hanna:Keelan Associates, 2025.

Illustration 3, Page 14 identifies the existing **Zoning Districts** in **Redevelopment Area #13**. Three individual Zoning Districts are present within the **Area**, including "Single-Family Residential (Small Lot) District (R-2)," "Multi-family Residential District (R-4), developed under a Planned Unit Development (PUD)," and "General Commercial District (GC)." Zoning activities throughout the **Area** are administered by the City of Beatrice.

**ILLUSTRATION 2 - EXISTING LAND USE MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

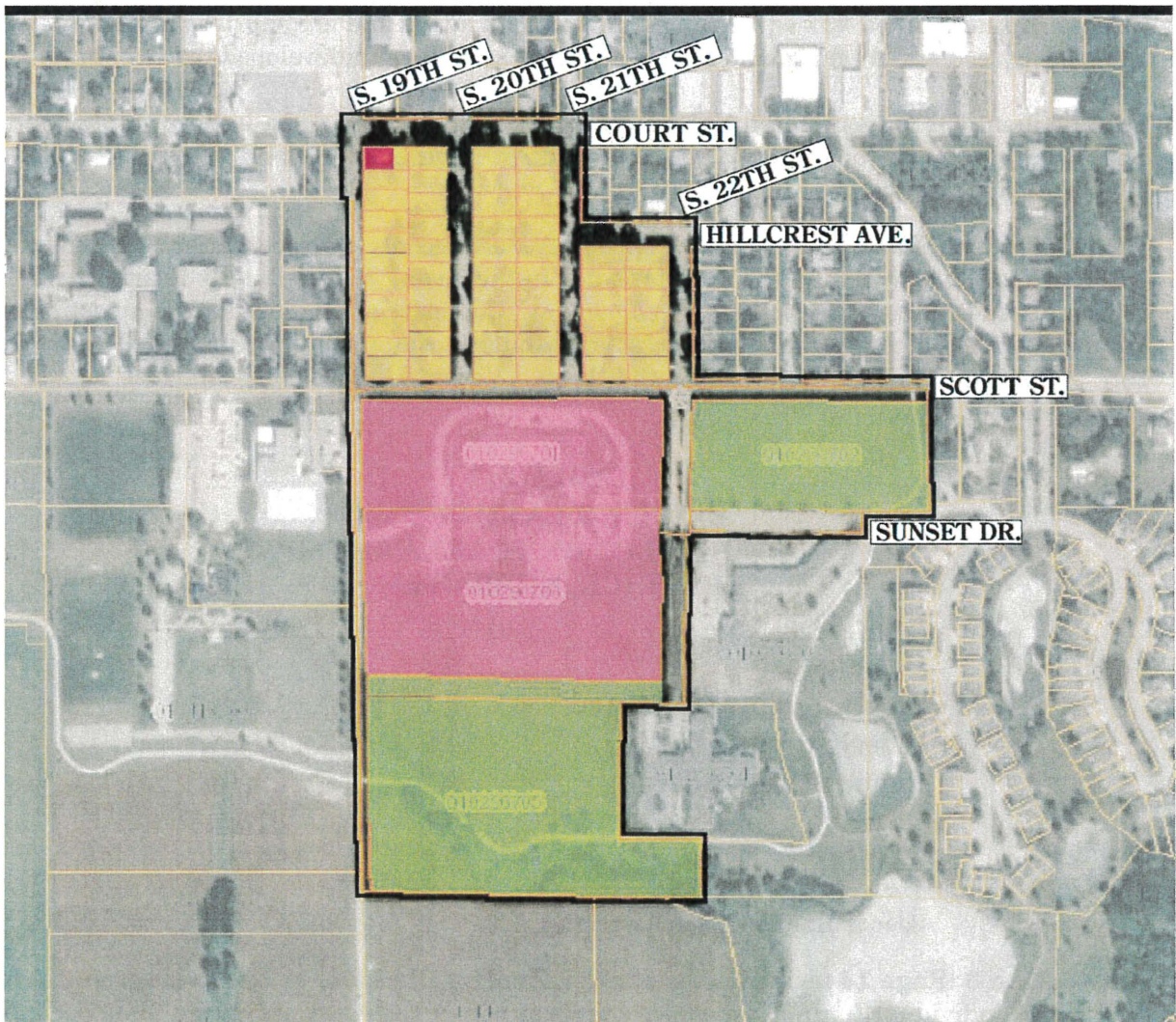
- REDEVELOPMENT AREA #13
- ROADWAYS
- VACANT/DEVELOPABLE LAND
- SINGLE FAMILY RESIDENTIAL
- ELDERLY RESIDENTIAL - ASSISTED LIVING & LONG-TERM CARE
- COMMERCIAL

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

**HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH**



**ILLUSTRATION 3 - EXISTING ZONING DISTRICTS MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

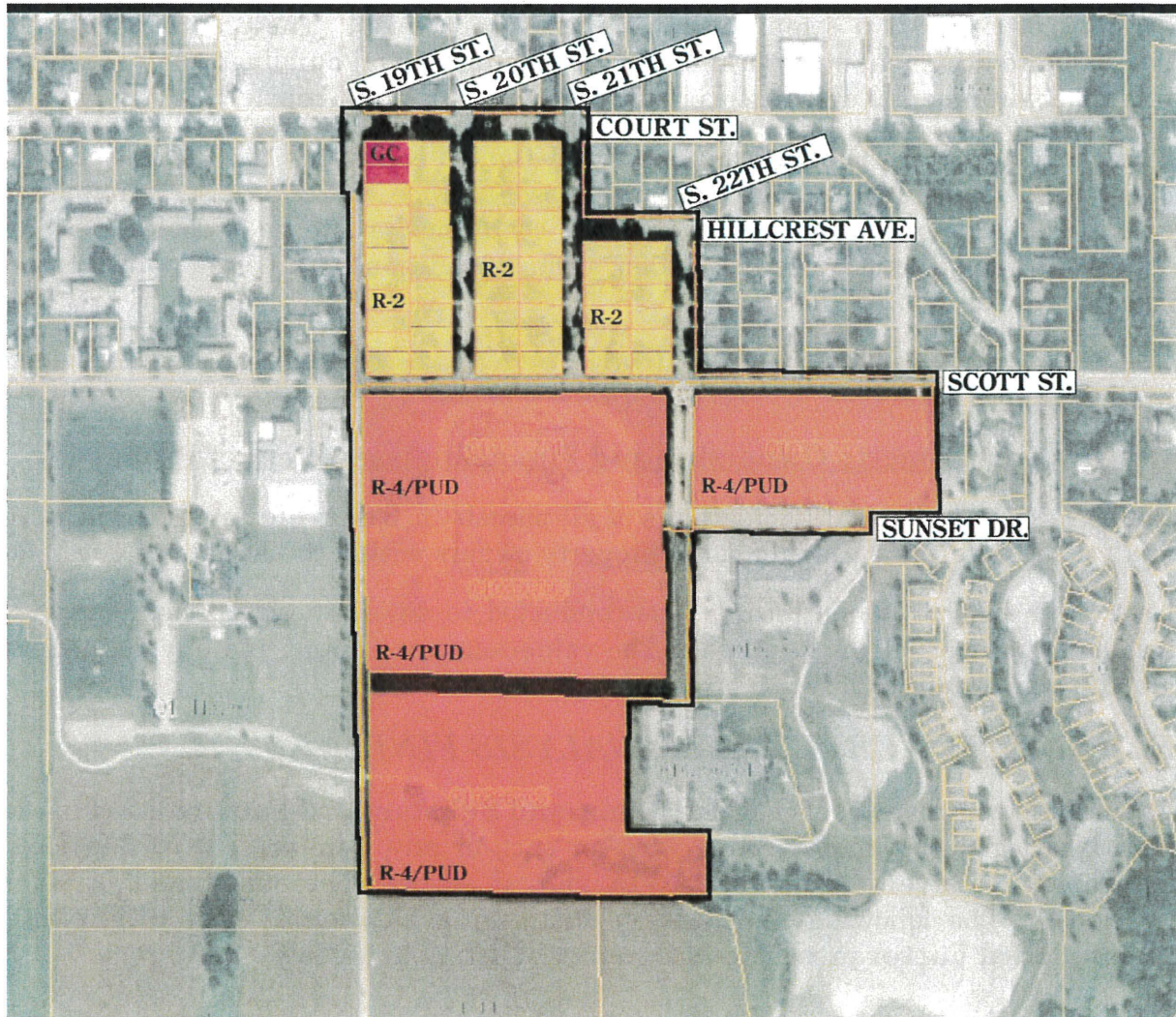
- REDEVELOPMENT AREA #13
- ROADWAYS
- R-2 SINGLE FAMILY RESIDENTIAL
- R-4 PUD MULTI-FAMILY RESIDENTIAL
- GC GENERAL COMMERCIAL

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA:KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



THE RESEARCH APPROACH

The **blight and substandard determination research approach** implemented for **Redevelopment Area #13** included an area-wide assessment (100 percent sample) of all of the Blight and Substandard Factors identified in the **Nebraska Community Development Law**, with the exception of **defective or unusual condition of title**. All **Factors** were investigated on an area-wide basis.

Structural/Site Conditions Survey Process

The rating of building conditions is a critical step in determining the eligibility of an area for redevelopment. It is important that the system for classifying buildings be based on established evaluation standards and criteria, and results in an accurate and consistent description of existing conditions.

A **Structural/Site Conditions Survey** was conducted in March, 2025. A total of **75 structures** received a comprehensive exterior inspection. These structures were evaluated to document structural deficiencies in individual buildings and to identify related environmental deficiencies in the **Redevelopment Area**.

The **Structural/Site Conditions Survey** evaluated conditions of **59 legal parcels** of record identified by the Gage County Assessor's Office. Parcels were evaluated for existing and adjacent land uses, overall site conditions, existence of debris, parking conditions and street, sidewalk and alley surface conditions. **The Area contains an approximately 49.2 acres.**

The **Structural/Site Conditions Survey Form** and associated results are provided in the **Appendix**.

Research on Property Ownership and Financial Assessment of Properties

Public records and aerial photographs of all parcels in **Redevelopment Area** were analyzed to determine the number of property owners within the **Area**.

An examination of public records was conducted to determine if tax delinquencies existed for properties in the **Area**. The valuation, tax amount and any delinquent amount was examined for each of the properties.

ELIGIBILITY SURVEY AND ANALYSIS FINDINGS

An analysis was made of each of the **Blight and Substandard Factors** listed in the Nebraska legislation to determine whether each or any were present in **Beatrice, Nebraska Redevelopment Area #13** and, if so, to what extent and in what locations. The following represents a summary evaluation of each **Blight and Substandard Factor** presented in the order of listing in the law.

SUBSTANDARD FACTORS

(1) Dilapidation/Deterioration of Structures

The rating of structural conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying structures must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

The following summarizes the process used for assessing building conditions in the **Beatrice, Nebraska Redevelopment Area #13**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of the **75 existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structure/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems examined included the following three types, **one Primary** and **two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions.

The evaluation of each individual parcel of land included the review and evaluation of: adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/ building.

2. **Criteria for rating components for structural, building and architectural systems.**

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contains minor defects (loose or missing material or holes and cracks over a limited area). These can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs--**having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points**

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

An individual ***Exterior Rating Form*** is completed for each structure/building. The results of the ***Exterior Rating*** of all structures/buildings are presented below.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The words "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **75 buildings** within **Redevelopment Area #13** were determined based on the findings of the **Survey**. These **Survey** results indicated the following:

- Fifty-Seven (57) structures were classified as structurally **sound**;
- Fourteen (14) structures were classified as **deteriorating** with **minor** defects.
- Four (4) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) structures were classified as **dilapidated**.

The results of the **Survey** identified the condition of structures throughout **Redevelopment Area**. A total of **18** of the **75 structures** were identified as **deteriorating with minor or major defects**. Additional details on structural deterioration are identified within the **Appendix**. **Table 4** identifies the results of the structural rating process per building type.

Conclusion.

The results of the **Structural/Site Conditions Survey** indicate **deteriorating structures** have a reasonable presence throughout the **Area**.

Table 4, below, identifies the results of the structural rating process per building type.

TABLE 4
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA
Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	57	14	3	0	74	17
Commercial	0	0	1	0	1	5
Totals	57	14	4	0	75	22
Percent	76.0%	19.0%	5.0%	0.0%	100.0%	29.3%

Source: Hanna:Keelan Associates, 2025.

Table 5, below, identifies the structural conditions and quality as per the Gage County assessor's rating.

**TABLE 5
RESIDENTIAL STRUCTURAL CONDITIONS
GAGE COUNTY ASSESSOR'S RATING
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA**

<u>Rating</u>	<u>Quality</u>	<u>Condition</u>
Very Good	0	0
Good	0	1
Average-Good	0	3
Average	33	43
Fair +	20	0
Fair	0	0
Badly Worn-Average	0	4
<u>Badly Worn</u>	<u>0</u>	<u>2</u>
Total	53*	53*

*54 Existing Residential Structures. One structure was not rated.
Source: Gage County Assessor, 2025.

(2) Age or Obsolescence.

As per the results of the **Structural/Site Condition Survey** and by confirmation from the Gage County Assessor's Office, 74 structures, or 98.7 percent of the 75 total structures in **Redevelopment Area #13** are 40+ years of age (built in or prior to 1985). The estimated **age of the residential structures in the Area is 72 years**. The **age of the single commercial structure in the Area is 105 years**.

Conclusion.

The age and obsolescence of structures is a strong presence throughout the Redevelopment Area.

(3) **Inadequate Provision for Ventilation, Light, Air, Sanitation or Open Spaces.**

The results of the **Structural/Site Conditions Survey**, along with other field data, provided the basis for the identification of the inadequate provision for ventilation, light, air, sanitation or open spaces in **Redevelopment Area #13**.

As per the results of the **Survey**, **18 structures** in the **Area** were rated as **deteriorating with minor or major defects**. When not adequately maintained or upgraded to present-day occupancy standards, buildings in these conditions can pose health, safety and sanitary problems.

The overall site conditions in the **Redevelopment Area** revealed that 13 parcels, or 22 percent of the total 59 parcels were found to be in a **“fair”** to **“poor”** condition. Factors related to these conditions included lack of sidewalks, structures deteriorating with minor and major defects and site features such as parking lots, driveways, yard and landscaping conditions that were noticeably deteriorating. **Additionally, five parcels had major debris.**

No planned open spaces or parks exist in the **Area**.

Water and sanitary sewer mains servicing the single-family residential properties in the **Redevelopment Area** are described by City Staff as being the original infrastructure during development of the subdivision in the 1950s, ranging from 15 years south of Scott Street and 70 years of age north of Scott Street. The mains south of Scott Street are 4” pipes constructed of either PVC, the current standard, or C900, the American Water Works Association standard.

Water and sanitary sewer mains and service lines servicing the residential parcels are aging and constructed of outmoded material. These mains/lines were estimated to have been constructed in the 1950s.

Conclusion

The inadequate provision for ventilation, light, air, sanitation or open spaces in Redevelopment Area #13 has a strong presence and constitutes a Substandard Factor.

(4) Any Combination of Factors that are Detrimental to the Public Health, Safety, Morals or Welfare.

1. **Deteriorating or Dilapidated Buildings and Structures**

A total of 18 structures, or 24 percent of the total 75 structures in Redevelopment Area #13 were recorded as deteriorating with minor or major defects.

2. **Advanced Age of Structures.**

A total of 74 structures, or 98.7 percent of the 75 structures in the Area were built in or prior to 1985, thus 40+ years of age. The estimated age of the residential structure in the Area is 72 years. The age of the single commercial structures in the Area is 105 years.

3. **Lack of Adequate Utilities.**

Water and sanitary sewer mains servicing the single-family residential properties in the Area are described by City Staff as the original infrastructure from the 1950s, ranging from 15 years south of Scott Street and 70 years in age north of Scott Street. The mains south of Scott Street are 4" pipes constructed of either PVC, the current standard, or C900, the American Water Works Association standard.

Water and sanitary sewer mains and service lines supporting the residential parcels are aging and constructed of outmoded material. These mains/lines were estimated to have been constructed in the 1950s. City Staff stated that an extension of the water mains in the Area were necessary.

4. **Overall Site Condition**

The **Structural/Site Conditions Survey** identified a total of 13 of the 59 parcels to be in a "fair" to "poor" condition. This determination included the evaluation of the general condition of structures, site improvements and adjacent right-of-way conditions. Additionally, one parcel had major debris and 14 parcels had minor debris.

Conclusion.

The combination of factors that are detrimental to the public health, safety, morals or welfare has a strong presence throughout Redevelopment Area #13.

BLIGHT FACTORS

(1) Dilapidation/Deterioration of Structures.

The rating of building conditions is a critical step in determining the eligibility of a substandard area for redevelopment. The system for classifying buildings must be based on established evaluation standards and criteria and result in an accurate and consistent description of existing conditions.

This section summarizes the process used for assessing building conditions in **Beatrice, Nebraska Redevelopment Area #13**, the standards and criteria used for evaluation and the findings as to the existence of dilapidation/deterioration of structures.

The **Structural/Site Conditions Survey** was based on an exterior inspection of **74 of 75 existing structures** within the **Area**, to note structural deficiencies in individual buildings and to identify related environmental deficiencies for individual sites or parcels within the **Area**.

1. Structures/Building Systems Evaluation.

During the on-site field analysis, each component of a structure/building was examined to determine whether it was in sound condition or had minor, major or critical defects. Structures/building systems included the following three types, **one Primary and two Secondary**.

Structural Systems (Primary Components). These include the basic elements of any structure/building: roof structure, wall foundation and basement foundation.

(Secondary Components)

Building Systems. These components include: roof surface condition, chimney, gutters/down spouts and exterior wall surface.

Architectural Systems. These are components generally added to the structural systems and are necessary parts of the structure/building, including exterior paint, doors, windows, porches, steps and fire escape and driveways and site conditions. The evaluation of each individual parcel of land included the review and evaluation of adjacent land use, street surface type, street conditions, sidewalk conditions, parking, railroad track/right-of-way composition, existence of debris, existence of vagrants and overall site condition, and the documentation of age and type of structure/ building.

2. **Criteria for Rating Components for Structural, Building and Architectural Systems.**

The components for the previously identified Systems were individually rated utilizing the following criteria.

Sound. Component that contained no defects, is adequately maintained and requires no treatment outside of normal ongoing maintenance.

Minor Defect. Component that contained minor defects (loose or missing material or holes and cracks over a limited area) which often can be corrected through the course of normal maintenance. The correction of such defects may be accomplished by the owner or occupants, such as pointing masonry joints over a limited area or replacement of less complicated systems. Minor defects are considered in rating a structure/building as deteriorating/dilapidated.

Major Defect. Components that contained major defects over a widespread area and would be difficult to correct through normal maintenance. Structures/buildings having major defects would require replacement or rebuilding of systems by people skilled in the building trades.

Critical Defect. Components that contained critical defects (bowing, sagging or settling to any or all exterior systems causing the structure to be out-of-plumb or broken, loose or missing material and deterioration over a widespread area) so extensive the cost of repairs would be excessive in relation to the value returned on the investment.

3. Final Structure/Building Rating.

After completion of the **Exterior Rating** of each structure/building, each individual structure/building was placed in one of four categories, based on the combination of defects found with Components contained in Structural, Building and Architectural Systems. Each final rating is described below:

Sound. Defined as structures/buildings that can be kept in a standard condition with normal maintenance. Structures/buildings, so classified, **have less than six points.**

Deteriorating-Minor. Defined as structures/buildings classified as deficient--requiring minor repairs--**having between six and 10 points.**

Deteriorating-Major. Defined as structures/buildings classified as deficient--requiring major repairs-- **having between 11 and 20 points.**

Dilapidated. Defined as structurally substandard structures/buildings containing defects that are so serious and so extensive that it may be most economical to raze the structure/building. Structures/buildings classified as dilapidated will **have at least 21 points.**

An individual **Exterior Rating Form** is completed for each structure/building. The results of the **Exterior Rating** of all structures/buildings are presented in a **Table format.**

Primary Components	Secondary Components
One Critical = 11 pts.	One Critical = 6 pts.
Major Deteriorating = 6 pts.	Major Deteriorating = 3 pts.
Minor = 2 pts.	Minor = 1 pt.

Major deficient buildings are considered to be the same as deteriorating buildings as referenced in the Nebraska legislation; substandard buildings are the same as dilapidated buildings. The word "building" and "structure" are presumed to be interchangeable.

4. Survey Conclusions.

The condition of the total **75 buildings** within the **Area** were determined based on the findings of the exterior **Survey**. These **Survey** results indicated the following:

- Fifty-Seven (57) structures were classified as structurally **sound**;
- Fourteen (14) structures were classified as **deteriorating** with **minor** defects.
- Four (4) structures were classified as **deteriorating** with **major** defects; and
- Zero (0) of the structures were classified as **dilapidated**.

The results of the **Survey** identified the condition of structures throughout the **Area**. Out of the **75 total structures**, **18 existing structures** were identified as **deteriorating with minor or major defects**.

Conclusion.

The results of the **Structural/Site Conditions Survey** indicate **deteriorating structures** have a reasonable presence throughout **Redevelopment Area #13**.

Table 6, below, identifies the results of the structural rating process per building type.

**TABLE 6
EXTERIOR SURVEY FINDINGS
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA**

Exterior Structural Rating

<u>Activity</u>	<u>Sound</u>	<u>Deteriorating (Minor)</u>	<u>Deteriorating (Major)</u>	<u>Dilapidated</u>	<u>Number of Structures</u>	<u>Deteriorating and/ or Dilapidated</u>
Residential	57	14	3	0	74	17
Commercial	0	0	1	0	1	5
Totals	57	14	4	0	75	22
Percent	76.0%	19.0%	5.0%	0.0%	100.0%	29.3%

Source: Hanna:Keelan Associates, 2025.

Table 7, below, identifies the structural conditions and quality as per the Gage County assessor's rating.

TABLE 7 RESIDENTIAL STRUCTURAL CONDITIONS GAGE COUNTY ASSESSOR'S RATING REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA		
<u>Rating</u>	<u>Quality</u>	<u>Condition</u>
Very Good	0	0
Good	0	1
Average-Good	0	3
Average	33	43
Fair +	20	0
Fair	0	0
Badly Worn-Average	0	4
<u>Badly Worn</u>	<u>0</u>	<u>2</u>
Totals	53*	53*

*54 Existing Residential Structures. One structure was not rated.
 Source: Gage County Assessor, 2025.

(2) **Existence of Defective or Inadequate Street Layout.**

Streets and roads within the **Area** are situated generally in north/south and east/west grid alignments. Conditions that contribute to the **Factor** of existence of defective or inadequate street layout are discussed below.

1. **Condition of Streets/Driveways.**

Existing roads or streets in the **Area** were found to be in “**fair**” to “**good**” condition. Existing Driveways in the **Area** were found to be “**sound**” or “**minor**” deteriorating conditions such as cracking concrete and displaced concrete due to ground movement or gravel driveways.

2. **Lack/Condition of Sidewalks**

Existing sidewalks in the **Area** are located immediately adjacent the associated street. Existing sidewalks were in “**fair**” to “**good**” or better condition. While most properties have access to sidewalks, much of this infrastructure is deteriorating and poorly graded to match driveway slopes, which can make it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**.

Conclusion.

The existence of defective or inadequate street layout is a reasonable presence in Redevelopment Area #13.

(3) Faulty Lot Layout in Relation to Size, Adequacy, Accessibility or Usefulness.

The review of property ownership and subdivision records and results of the **Structural/Site Conditions Survey** resulted in the determination of conditions associated with **faulty lot layout in relation to size, adequacy, accessibility or usefulness** of land throughout **Redevelopment Area #13**.

1. Inadequate Lot Size and Adequacy Issues.

Subdivided lots exist in the **Area** that are relatively uniform in width or depth within plated subdivisions. Large multifamily and vacant lots in the **Area** have been divided in a way that allows for adequate street access and allows for wide range of land uses.

2. Accessibility or Usefulness.

The **Area** was mostly developed simultaneously with the larger multi-family units to the south utilized vacant lots. The current vacant lots would support varied uses and are properly connected to the road network.

Conclusion.

Faulty lot layout in relation to size, adequacy, accessibility or usefulness has little to no presence of Factor throughout Redevelopment Area #13.

(4) **Insanitary and Unsafe Conditions.**

The results of the **Structural/Site Conditions Survey**, along with information obtained from City of Beatrice Staff, provided the basis for the identification of insanitary and unsafe conditions within **Redevelopment Area #13.**

1. **Age of Structures.**

A total of 74 structures, or 98.7 percent of the 75 total structures in the **Redevelopment Area** were built in or prior to 1985, thus 40+ years of age. The estimated age of the residential structures in the **Area** is 72 years. The age of the single commercial structure in the **Area** is 105 years. The advanced age of the structures results in deteriorating buildings and structures with deferred maintenance and thus, creates insanitary and unsafe conditions.

2. **Deteriorating/Dilapidated Buildings and Sites.**

Of the 75 structures in the **Area**, 18 were determined to be either **deteriorating with “minor” or “major” defects.** Structures in these conditions, in combination with **“fair” or “good” overall site conditions**, as well as the outside storage of materials and debris on some parcels, can result in hazards that are detrimental to adjacent property owners and endanger local pedestrians and patrons, and thus create insanitary and unsafe conditions.

3. **Lack of Adequate Utilities & Infrastructure.**

Water and sanitary sewer mains servicing the single-family residential properties in the **Redevelopment Area** are described by City Staff as the original infrastructure during the development of the subdivision in the 1950s, ranging from 15 years south of Scott Street and 70 years of age north of Scott Street. The mains south of Scott Street are 4” pipes constructed of either PVC, the current standard, or C900, the American Water Works Association standard.

The majority of the parcels had sidewalks that were immediately adjacent the street. While most Properties have access to sidewalks, much of the infrastructure is deteriorating and poorly graded to match driveway slopes, which can make it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area.**

Conclusion.

Insanitary and unsafe conditions has a strong presence of Factor throughout Redevelopment Area #13.

(5) Deterioration of Site or Other Improvements.

The results of the **Structural/Site Conditions Survey** determined the condition of site improvements within **Redevelopment Area #13**, including public streets and private driveways, traffic control devices, sidewalks and off-street parking lots. The **Appendix** documents the present condition of these site features. The primary issues in the **Area** are the existing condition of buildings and associated properties, private drives and parking areas. **Area** conditions that lead to these findings included:

1. The evaluation of the overall site conditions concluded that **22 percent, or 13 of the total 59 parcels** in the **Area** were in **“fair” condition**. Additionally, one parcels contained major debris and 14 parcels contained debris to a minor extent.
2. All Parcels were connected to a public sidewalk network.
3. Of the total 75 structures in the **Area**, 18 structures were identified as deteriorating with **“minor” or “major” defects**. These structures are candidates for moderate- to substantial rehabilitation or demolition. Many of these associated parcels lack upkeep and maintenance and exhibit minimal landscaping, improvements.

Conclusion.

Deterioration of site improvements has a strong presence in Redevelopment Area #13.

(6) Diversity of Ownership.

A total of **55 individuals or ownership groups** own property within **Redevelopment Area #13**. The necessity to acquire numerous lots is a hindrance to redevelopment. Land assemblage of larger proportions is necessary for major developments to be economically feasible and attract financial support. Public patronage is also required to repay such financial support. Such assemblage is difficult without public intervention.

Conclusion.

The Factor diversity of ownership is a strong presence of Factor in the Redevelopment Area #13.

(7) Tax or Special Assessment Delinquency Exceeding the Fair Value of the Land.

An examination of public records was conducted to determine the status of taxation for properties located within **Redevelopment Area #13**. Real estate is taxed at approximately 98 percent of fair value, rendering it almost impossible for a tax to exceed value in a steady real estate market. A public protest system is designed to give the owner appeal rights for potential tax adjustment.

1. Real Estate Values.

The tax values within the **Area** generally appeared to be equal to the market value of the properties. The total estimated assessed valuation of the **Area** is **\$5,287,300**. It should be noted that both the vacant and developed parcels owned by Good Samaritan Society Beatrice were not assessed a property value and property tax exempt in 2024.

2. Real Estate Taxes.

Public records were examined for the purposes of determining if delinquent taxes were currently outstanding on parcels within the **Area**. The records indicated that **three** parcels within the **Area** was classified as delinquent by the Gage County Treasurer's Office. None of these delinquencies exceed the value of the associated parcels.

3. Tax Exempt.

Information collected from the Gage County Assessor's and Treasurer's Offices identified **nine** properties within the **Area** as having full exemption from property taxes.

Conclusion.

Taxes or special assessments delinquency have little or no presence in Redevelopment Area #13.

(8) Defective or Unusual Condition of Title.

Whenever land is sold, mortgaged, or both, a title insurance policy is typically issued, at which time any title defects are corrected. Once title insurance has been written, all other titles in the same subdivision or addition will only have to be checked for the period of time subsequent to the creation of the addition or subdivision, as everything previous is the same and any defects will already have been corrected. Thus, the only possibility for title problems are from improper filings, since platting on properties that have not been mortgaged or sold is very small.

Conclusion.

Examination of public records does not provide any basis for identifying any defective or unusual conditions of title. Such few conditions as may exist would contribute to neither any existing problems nor to difficulty in acquisition or redevelopment and are therefore not found to exist at a level large enough to constitute a Blight Factor in Redevelopment Area #13.

(9) Improper Subdivision or Obsolete Platting.

An analysis of the subdivision conditions in **Redevelopment Area #13** revealed that improper subdivision and obsolete plating is not prevalent in the **Area** due to short periods of development time, coupled with drastic altering of character since development.

Conclusion.

improper subdivision or obsolete plating has little to no presence in Redevelopment Area #13.

(10) **The Existence of Conditions Which Endanger Life or Property by Fire and Other Causes.**

1. **Age and Associated Condition of Utilities.**

Water and sanitary sewer mains servicing the single-family residential properties in the **Area** are described by City Staff as the original infrastructure from the 1950s, ranging from 15 years south of Scott Street and 70 years in age north of Scott Street. The mains south of Scott Street are 4" pipes constructed of either PVC, the current standard, or C900, the American Water Works Association standard.

2. **Advanced Age of Structures.**

Of the total 75 structures in the **Redevelopment Area**, 74, or 98.7 percent were built in or prior to 1985, thus 40+ years of age. The estimated age of the residential structure in the **Area** is 72 years. The age of the single commercial structure in the **Area** is 105 years.

3. **Overall Site Condition**

The **Structural/Site Conditions Survey** identified **13 of the 59 parcels** in the **Area** as being in a **"fair" condition**. This determination included the evaluation of the general condition of structures, site improvements and the condition of adjacent rights-of-way as well as lack of sidewalks. Additionally, one parcel contained major debris and 14 parcels contained minor debris.

4. **Lack of Sidewalks**

Existing sidewalks in the **Area** are located immediately adjacent the associated street. Existing sidewalks were in **"fair"** to **"good"** or better condition. While most properties have access to sidewalks, much of the infrastructure is deteriorating and poorly graded to match driveway slopes, which can make it difficult, if not impossible, for persons with certain types of disabilities to safely move throughout the **Area**.

Conclusion.

The conditions which endanger life or property by fire and other causes has a reasonable presence of Factor throughout Redevelopment Area #13.

(11) Other Environmental and Blighting Factors.

The **Nebraska Community Development Law** includes a statement of purpose regarding additional criterion for identifying blight, viz., "economically or socially undesirable land uses." Conditions which are considered to be economically and/or socially undesirable include: (a) incompatible uses or mixed-use relationships, (b) economic obsolescence, and c) functional obsolescence. For purpose of this analysis, functional obsolescence relates to the physical utility of a structure and economic obsolescence relates to a property's ability to compete in the market place. These two definitions are interrelated and complement each other.

Both incompatible and non-conforming uses are present in isolated instances within **Redevelopment Area #13**. Non-conforming uses exist where residential uses are located within areas zoned for general commercial.

Water and sanitary sewer mains servicing the single-family residential properties in the **Area** are described by City Staff as the original infrastructure from the 1950s, ranging from 15 years south of Scott Street and 70 years in age north of Scott Street. The water mains in the **Area** south of Scott Street are adequately sized and constructed of either PVC, the current standard, or C900, the American Water Works Association standard. The water mains north of Scott Street are 4" pipes constructed with outdated materials from the original construction.

The **average age of residential structures is 72 years**. The age of the single **commercial buildings is 105 years**. Due to the age and lack of adequate maintenance and upkeep, these structures are deteriorating and in need of substantial rehabilitation. **Larger unused parcels are considered underdeveloped and underutilized with the potential to support more valuable development than current uses, or functionally and economically obsolete.**

Sidewalks are present throughout the **Area** with the majority being rated between "fair" to "poor".

Conclusion.

Other Environmental Blighting Factors have a reasonable presence throughout Redevelopment Area #13, containing functionally and economically obsolete parcels.

(12) Additional Blighting Conditions.

According to the definition set forth in the **Nebraska Community Development Law**, Section 18-2102, in order for an area to be determined "blighted" it must contain at least one of the five conditions identified below:

1. Unemployment in the designated blighted and substandard area is at least one hundred twenty percent of the state or national average;
2. The average age of the residential or commercial units in the area is at least forty years;
3. More than half of the platted and subdivided property in the area is unimproved land that has been within the City for forty years and has remained unimproved during that time;
4. The per capita income of the designated blighted and substandard area is lower than the average per capita income of the Village or City in which the area is designated; or
5. The area has had either stable or decreasing population based on the last two decennial censuses.

One of the aforementioned criteria is prevalent throughout the designated blighted areas.

The average age of both residential and commercial units in the area is at least forty (40) years.

There are **75 of the total 74 structures in the Area, or 98.7 percent** that were built in or prior to 1985, thus 40+ years of age. The estimated age of residential structure in the **Area is 72 years.** The age of the single commercial structures in the **Area is 105 years.**

Conclusion.

The criteria of average age of residential and commercial units in the area is at least 40 years of age. One of the five additional blighting conditions is a strong presence throughout Redevelopment Area #13.

DETERMINATION OF REDEVELOPMENT AREA ELIGIBILITY

The **City of Beatrice Redevelopment Area #13** meets the requirements of the **Nebraska Community Development Law** for designation as both a "**Blighted and Substandard Area.**" There are **two Factors** that constitute the **Area** as having a strong presence. Of the 12 possible **Factors** that can constitute the **Area** as **blighted**, **four** have a strong presence in the **Redevelopment Area.** **Factors** present are identified below.

Substandard Factors

1. Dilapidated/deterioration.
2. Age or obsolescence.
3. Inadequate provision for ventilation, light, air, sanitation or open spaces.
4. Any combination of factors that are detrimental to the public health, safety, morals, or welfare.

Blight Factors

1. A substantial number of deteriorated or dilapidated structures.
2. Defective or inadequate street layout.
3. Insanitary or unsafe conditions.
4. Deterioration of site or other improvements.
5. Diversity of Ownership
6. Improper subdivision or obsolete planning.
7. The existence of conditions which endanger life or property by fire or other causes.
8. Other environmental and blighting factors.
9. One of the other five conditions.

Although most of the previously listed **Factors** are at least reasonably present throughout the **City of Beatrice Redevelopment Area #13**, the conclusion is that the age and condition of the structures and diversity of ownership are a sufficient basis for designation of the **Area** as **blighted** and **substandard**.

The extent of **Blight** and **Substandard Factors** in the **Redevelopment Area**, addressed in this **Study**, is presented in **Tables 1** and **2, Pages 5** and **7**. The eligibility findings indicate that the **Area** is in need of revitalization and strengthening to ensure it will contribute to the physical, economic and social well-being of the City of Beatrice and support a variety of new developments.

ADDITIONAL PHOTOS



APPENDIX I

**Structural/Site Conditions
Survey Form**

Parcel # _____
Address: _____

Section I: EXISTING LAND USE.

1. Type of Units: ___ SF ___ MF ___ Mobile Home
2. Vacant Parcel: _____ Developable _____ Undevelopable
3. Non-residential Use: _____ Commercial _____ Industrial _____ Public
4. Mixed Use _____
5. Occupied _____ Vacant _____

Section II: STRUCTURAL COMPONENTS.

	Primary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
1	Roof					
2	Wall Foundation					
3	Foundation					
_____ Concrete _____ Stone _____ Rolled Asphalt _____ Brick _____ Other						
	Secondary Components	(Critical) Dilapidated	(Major) Deteriorating	Minor	None	Sound
4	Roof					
_____ Asphalt Shingles _____ Rolled Asphalt _____ Cedar _____ Combination _____ Other						
5	Chimney					
6	Gutters, Downspouts					
7	Wall Surface					
_____ Wood _____ Masonry _____ Siding _____ Stucco _____ Combination _____ Other						
8	Paint					
9	Doors					
10	Windows					
11	Porches, Steps, Fire Escape					
12	Driveways, Side Condition					

Final Rating:

_____ Sound _____ Deficient-Minor _____ Deficient-Major _____ Dilapidated
Built Within: _____ 1 year _____ 1-5 years _____ 5-10 years
 _____ 10-20 years _____ 20-40 years _____ 40-100 years _____ 100+ years

Section III: PARCEL/SITE COMPONENTS

1. Street Surface Type: _____
2. Street Condition: _____ E _____ G _____ F _____ P
3. Sidewalk Condition: _____ N _____ E _____ G _____ F _____ P
4. Parking (Off-Street): _____ N _____ E _____ G _____ F _____ P
 _____ # of Spaces _____ Surface
5. Railroad Track/Right-of Way Composition: _____ N _____ E _____ G _____ F _____ P
6. Existence of Debris: _____ MA _____ MI _____ N
7. Overall Site Condition: _____ E _____ G _____ F _____ P

Beatrice, Nebraska, Redevelopment Area #13 - Site and Structural Conditions.

Overall Site Conditions	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
Excellent	0	0.0%	0	0	0	0	0
Good	46	78.0%	41	1	0	2	2
Fair	13	22.0%	13	0	0	0	0
Poor	0	0.0%	0	0	0	0	0
Total	59	100%	54	1	0	2	2

Street Type	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	0	0
Concrete	58	98.3%	54	1	0	2	1
Asphalt	0	0.0%	0	0	0	0	0
Gravel	1	1.7%	0	0	0	0	1
Brick	0	0.0%	0	0	0	0	0
Total	59	100.0%	54	1	0	2	2

Street Condition	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	0	0
Excellent	1	1.7%	1	0	0	0	0
Good	21	35.6%	17	1	0	2	1
Fair	34	57.6%	33	0	0	0	1
Poor	3	5.1%	3	0	0	0	0
Total	59	100.0%	54	1	0	2	2

Sidewalk Condition	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
None	1	1.7%	0	0	0	1	0
Excellent	2	3.4%	2	0	0	0	0
Good	31	52.5%	28	0	0	1	2
Fair	21	35.6%	20	1	0	0	0
Poor	4	6.8%	4	0	0	0	0
Total	59	100.0%	54	1	0	2	2

Debris	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
None	44	74.6%	40	0	0	2	2
Minor	14	23.7%	13	1	0	0	0
Major	1	1.7%	1	0	0	0	0
Total	59	100.0%	54	1	0	2	2

Age of Structures	Total	Percent	Industrial and				
			Residential	Commercial	Accessory Storage	Vacant	Other
1-5 Years	0	0.0%	0	0	0	N/A	0
5-10 Years	0	0.0%	0	0	0	N/A	0
10-20 Years	1	1.8%	1	0	0	N/A	0
20-40 Years	0	0.0%	0	0	0	N/A	0
40-100 Years	52	94.6%	52	0	0	N/A	0
100+ Years	2	3.6%	1	1	0	N/A	0
Total	55	100.0%	54	1	0	N/A	0

Detached Garages do not have associated structure ages

Final Structure Rating	Total	Percent	Residential	Commercial	Industrial and		
					Accessory Storage	Vacant	Other
Sound	57	76.0%	42	0	15	N/A	0
Deteriorating - Minor	14	18.7%	10	0	4	N/A	0
Deteriorating - Major	4	5.3%	2	1	1	N/A	0
Dilapidated	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Doors	Total	Percent	Residential	Commercial	Industrial and		
					Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	63	84.0%	47	0	16	N/A	0
Minor	8	%	5	0	3	N/A	0
Substandard	4	2.2%	2	1	1	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Windows	Total	Percent	Residential	Commercial	Industrial and		
					Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	59	47.8%	43	0	16	N/A	0
Minor	13	41.3%	10	0	3	N/A	0
Substandard	3	2.2%	1	1	1	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Porches and Steps	Total	Percent	Residential	Commercial	Industrial and		
					Accessory Storage	Vacant	Other
None	15	20.0%	0	0	15	N/A	0
Sound	26	34.7%	26	0	0	N/A	0
Minor	31	41.3%	26	1	4	N/A	0
Substandard	3	4.0%	2	0	1	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Paint	Total	Percent	Residential	Commercial	Industrial or		
					Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	41	54.6%	31	1	9	N/A	0
Minor	30	40.0%	21	0	9	N/A	0
Substandard	2	2.7%	1	0	1	N/A	0
Critical	2	2.7%	1	0	1	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Driveway and Site	Total	Percent	Residential	Commercial	Industrial or		
					Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	44	34.8%	33	0	11	N/A	0
Minor	28	41.3%	19	1	8	N/A	0
Substandard	3	17.4%	2	0	1	N/A	0
Critical	0	6.5%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Roof Structure	Total	Percent	Residential	Commercial	Industrial or		
					Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	71	94.7%	50	1	20	N/A	0
Minor	3	4.0%	3	0	0	N/A	0
Substandard	1	1.3%	1	0	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Beatrice, Nebraska
Redevelopment Area #13
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Wall Foundation	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	73	97.3%	53	0	20	N/A	0
Minor	1	1.3%	1	0	0	N/A	0
Substandard	1	1.0%	0	1	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Foundation	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	21	28.0%	0	1	20	N/A	0
Sound	42	56.0%	42	0	0	N/A	0
Minor	9	12.0%	9	0	0	N/A	0
Substandard	3	4.0%	3	0	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Foundation Type	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
Other/None	22	29.3%	1	1	20	N/A	0
Concrete	39	52.1%	39	0	0	N/A	0
Stone	4	5.3%	4	0	0	N/A	0
Rolled Asphalt	0	0.0%	0	0	0	N/A	0
Brick	10	13.3%	10	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Roof Surface	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	72	96.0%	52	1	19	N/A	0
Minor	3	4.0%	2	0	1	N/A	0
Substandard	0	0.0%	0	0	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Roof Type	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Asphalt Shingles	75	100.0%	54	1	20	N/A	0
Rolled Asphalt	0	0.0%	0	0	0	N/A	0
Cedar	0	0.0%	0	0	0	N/A	0
Combination	0	0.0%	0	0	0	N/A	0
Other	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Chimney	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	74	98.7%	53	1	20	N/A	0
Sound	1	1.3%	1	0	0	N/A	0
Minor	0	0.0%	0	0	0	N/A	0
Substandard	0	0.0%	0	0	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

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Gutters, Downspouts	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	57	76.0%	40	0	17	N/A	0
Minor	18	24.0%	14	1	3	N/A	0
Substandard	0	0.0%	0	0	0	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Wall Surface	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
None	0	0.0%	0	0	0	N/A	0
Sound	48	64.0%	37	0	11	N/A	0
Minor	22	29.3%	15	1	6	N/A	0
Substandard	5	6.7%	2	0	3	N/A	0
Critical	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Wall Surface Type	Total	Percent	Residential	Commercial	Industrial or Accessory Storage	Vacant	Other
Wood	0	0.0%	0	0	0	N/A	0
Masonry	2	2.7%	1	1	0	N/A	0
Siding	70	93.3%	50	0	20	N/A	0
Combination	3	4.0%	3	0	0	N/A	0
Stucco	0	0.0%	0	0	0	N/A	0
Other/None	0	0.0%	0	0	0	N/A	0
Total	75	100.0%	54	1	20	N/A	0

Parking Surface	Total	Percent	Residential	Commercial	Industrial and Accessory Storage	Vacant	Other
None	1	0.0%	1	0	0	N/A	0
Concrete	50	84.6%	50	0	0	N/A	0
Asphalt	1	2.6%	1	0	0	N/A	0
Gravel	3	12.8%	2	1	0	N/A	0
Dirt	0	0.0%	0	0	0	N/A	0
Brick	0	0.0%	0	0	0	N/A	0
Total	55	100.0%	54	1	0	N/A	0

Parking Spaces	Total	Percent	Residential	Commercial	Industrial and Accessory Storage	Vacant	Other
None	1	2.6%	1	0	0	N/A	0
1 to 2	38	76.9%	37	1	0	N/A	0
3 to 5	14	2.6%	14	0	0	N/A	0
6 to 10	1	10.3%	1	0	0	N/A	0
11 to 20	0	5.1%	0	0	0	N/A	0
21 or more	1	2.6%	1	0	0	N/A	0
Total	55	100.0%	54	1	0	N/A	0

Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

Redevelopment Area #13 - Parcel IDs.

012533000	012552000	012557000	012568000	012593000
012534000	012551000	012558000	012567000	012594000
012535000	012550000	012559000	012566000	012595000
012536000	012549000	012560000	012565000	012596000
012537000	012548000	012561000	012564000	012597000
012538000	012547000	012562000	012598000	010296701
012539000	012546000	012563000	012599000	010296706
012540000	012545000	012573000	012601000	010296702
012541000	012544000	012572000	012600000	010296707
012542000	012554000	012571000	012602000	010296707
012543000	012555000	012570000	012603000	010296705
012553000	012556000	012569000	012592000	

GENERAL REDEVELOPMENT PLAN.

Purpose of Plan.

The purpose of this **General Redevelopment Plan** is to serve as a comprehensive guide for the implementation of development and redevelopment activities within **Beatrice, Nebraska Redevelopment Area #13**. Redevelopment and development activities associated with the **Nebraska Community Development Law**, State Statutes 18-2101 through 18-2154 should be utilized to promote the general welfare and enhance the tax base, as well as promote the economic and social well-being of the Community.

A **General Redevelopment Plan** prepared for **Redevelopment Area #13** must contain the general planning elements required by Nebraska State Revised Statutes, Section 18-2111 re-issue 2012 items (1) through (6). A description of these items is as follows:

(1) The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein; (2) a land-use plan showing proposed uses of the area; (3) information showing the standards of population densities, land coverage and building intensities in the area after redevelopment; (4) a statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances; (5) a site plan of the area; and (6) a statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, the **General Redevelopment Plan** must further address the items required under Section 18-2113, "Plan; considerations", which the City of Beatrice must consider prior to Plan adoption. These "considerations" are defined as follows:

"...whether the proposed land uses and building requirements in the redevelopment project area are designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of the healthful and convenient distribution of population, the provision of adequate transportation, water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight."

Location

Redevelopment Area #13 is in the east portion of the City of Beatrice, as identified in **Illustration 1, Context Map, Page 47**. The **Area** includes the listed parcels of record on file with the Gage County Assessor's Office, as presented in the **Appendix, Page 47**.



All Illustrations presented in this **Blight and Substandard Determination Study** identify the entire **Area** to be declared blighted and substandard and in need of redevelopment. The entire Redevelopment Area is located within the Corporate Limits of Beatrice.

Redevelopment Area #13, located south of Highway 136, equals an estimated **49.2 acres** and contains a single-family residential area and commercial properties, as well as undeveloped tracts of land. One major feature in the **Area** is Good Samaritan Society Beatrice, as assisted living and long-term care facility. The Good Samaritan Society Beatrice also owns two vacant parcels that account for approximately **31.1 percent**, or **15.3 acres** of vacant/undeveloped land within the **Area**.



**ILLUSTRATION 1 - CONTEXT MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

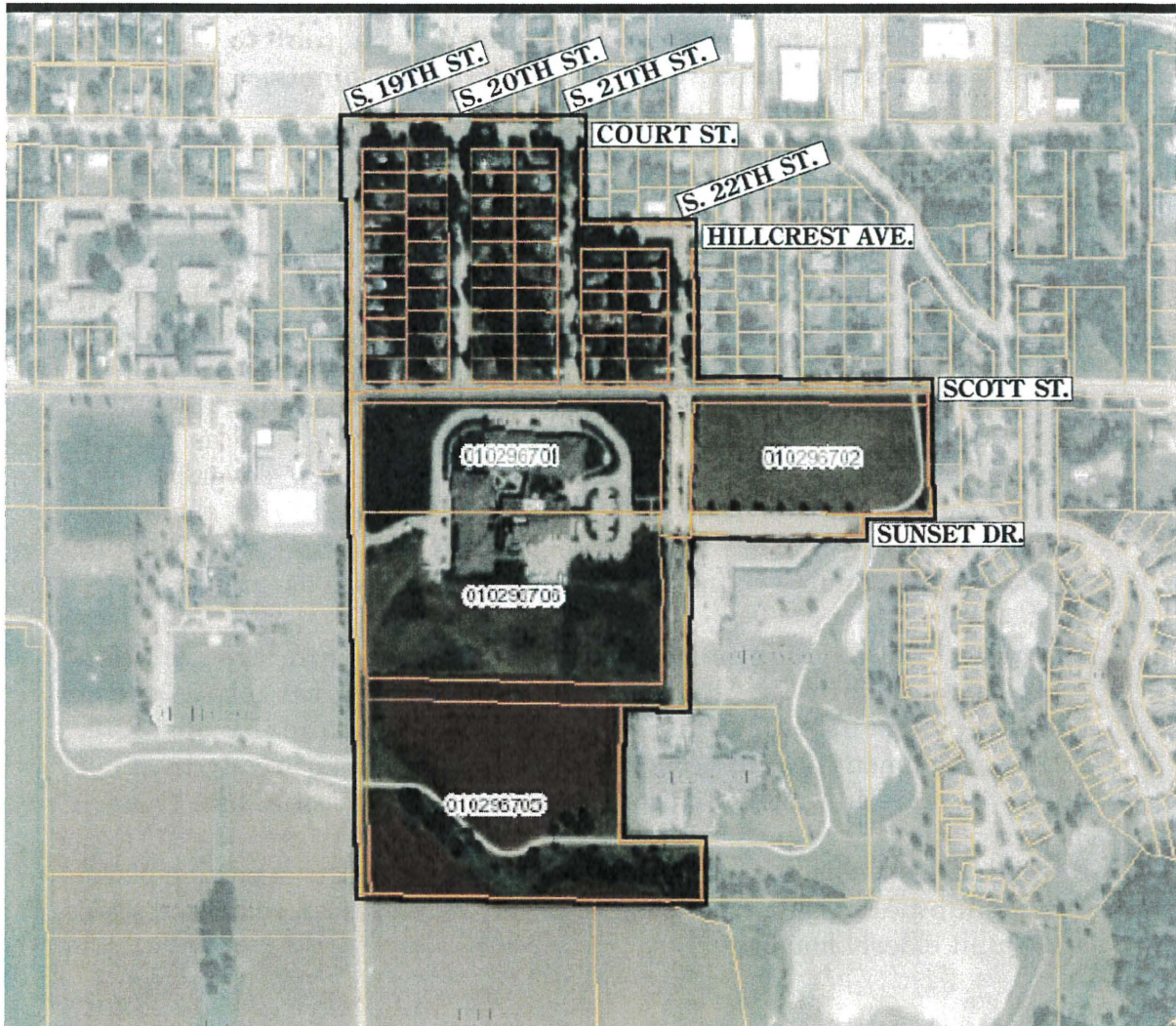
-  REDEVELOPMENT AREA #13
-  ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

**HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH**



Beatrice, Nebraska
Redevelopment Area #13
General Redevelopment Plan

Project Planning and Implementation Recommendations.

The planning process for **Redevelopment Area #13** has resulted in a listing of **general planning and implementation recommendations**. As discussed in the **Blight and Substandard Determination Study**, the average age and condition of the structures, insanitary and unsafe conditions, deterioration of site or other improvements and the presence of functionally and economically obsolete land uses are a sufficient basis for designation of **Redevelopment Area #13** as **blighted and substandard**.

To eliminate blight and substandard conditions and enhance private development and redevelopment activities throughout the **Redevelopment Area**, the City of Beatrice should consider the following **general development and redevelopment initiatives**. **Tax Increment Financing (TIF)** will need to be considered as a tool to assist in financing both development and redevelopment projects.

General Development/Redevelopment Initiatives.

- Develop **public and private partnerships** with funding entities and property developers to attract development to the **Redevelopment Area**. Create an **“Economic Development Initiative”** for **Redevelopment Area #13** directed at increasing the property tax bases via commercial and residential redevelopment activities. Utilize **TIF** and other available public and private sources of economic development funding, including State and Federal and private Foundation grants, as well as private investment, for the expansion of both existing and new developments. Such development activities must be in conformance with the City’s **Comprehensive Plan** and current **Zoning and Subdivision Regulations**, pending changes or amendments to both documents.
- **Promote the development of undeveloped or underdeveloped properties within the Redevelopment Area by targeting those that are, currently, both functionally and economically obsolete.** Infill development should occur on vacant, development-ready tracts of land, which are suitable for either commercial or residential use.
- Promote the development of rental housing in the southern portion of the **Redevelopment Area**, specifically, family duplexes and smaller scale multi-unit elderly housing.

- Establish a program of both the **rehabilitation and preservation of existing commercial and single family residential properties** in the **Redevelopment Area** using both private and public financing incentives.
- Plan and implement **alternative energy efficient systems** for development/ redevelopment projects in **Redevelopment Area #13**, in conformance with Nebraska State Statutes regarding **Net Metering**. This would include the potential use of one or combination of wind, solar, biomass, geothermal, hydropower and methane energy systems in both existing and new development areas and buildings. New innovations in solar energy have reduced the costs and increased the efficiency of solar panels, making solar a particularly attractive option for the **Redevelopment Area**.

Infrastructure & Utility Systems Initiatives.

- **Repair and replace, as needed, deteriorated and dilapidated municipal water, sanitation and storm sewer mains** throughout **Redevelopment Area #13**, to support both existing and future residential and commercial development and redevelopment activities. City Staff estimate that the sewer mains within **Redevelopment Area** are, in general, are between 15 to 70 years of age. In order to support redevelopment activities in the **Area** of deteriorating structures, the installation of new or rehabilitation of existing water and sanitary sewer mains will be required.
- Establish a **program** to improve existing sidewalks and install new sidewalks where necessary, as well as rehabilitate and resurface existing streets, new street lighting, landscaping, access roads and parking areas in the **Redevelopment Area**, identified as being in a state of deterioration and in substandard condition. Approximately 41.7 percent of sidewalks in the **Area** were rated as being “fair” to “poor” and 61.7 percent of street segments throughout the **Area** are currently rated to be in “fair” or “poor” condition. As the majority of the **Redevelopment Area** includes concrete and asphalt streets in “good” condition, the City may need to prioritize continued maintenance of improved streets and consider improvements strategically as allowed by tax revenues.

Implementation.

Both a timeline and budget should be developed for the implementation of this **General Redevelopment Plan**. Each of these processes should be designed in conformance with the resources and time available by the City. A reasonable timeline to complete the redevelopment activities identified in the **Plan** would be seven to 12 years.

Various funding sources exist for the preparation and implementation of a **capital improvement budget** designed to meet the funding needs of proposed development and redevelopment activities. These include local and federal funds commonly utilized to finance street improvement funds, i.e. Community Development Block Grants, Special Assessments, General Obligation Bonds and TIF. The use of TIF for development and redevelopment projects in **Redevelopment Area** is deemed to be an essential and integral element of financing. The use of TIF in connection with such projects is contemplated by this **General Redevelopment Plan** and such designation and use of TIF will not constitute a substantial modification to the **Plan**.

The City agrees, when approving this **General Redevelopment Plan**, to the utilization of TIF for appropriate development and redevelopment projects and agrees to pledge the taxes generated from such projects for such purposes in accordance with the Act. Any redevelopment project receiving TIF is subject to a **Cost Benefit Analysis**. TIF, as a source of public financing, ultimately impacts taxing authorities in the City of Beatrice and Gage County. Proposed projects using TIF must meet the Cost Benefit Analysis and the "**But for**" test. Accordingly, "But for TIF" a redevelopment project could not be fully executed and constructed in **Redevelopment Area #13**.

1. **Future Land Use Patterns.**

The existing land use patterns in **Redevelopment Area #13** are described in detail in the **Blight and Substandard Determination Study (Pages 12 and 13)**. The **Redevelopment Area** consists of residential, commercial, and undeveloped land uses. The **Structural/Site Conditions Survey** identified properties and structures classified as being in a state of minor or major deteriorating condition. Irregular tracts of undeveloped land should be targeted for future commercial or residential development for appropriate platting procedures, as per the Beatrice Zoning and Subdivision Regulations.

Illustration 4, Page 47, features a **Future Land Use Map**, which identifies the land use density and coverage, as well as a general site plan for the **Redevelopment Area**. The recommendations in this **General Redevelopment Plan** are reasonably consistent with the **Beatrice Comprehensive Plan** and **Beatrice Zoning/Subdivision Regulations**.

The future land use patterns within the **Redevelopment Area** support both residential and commercial development and overall redevelopment activities. It is recommended that future development be concentrated in vacant lands and existing properties adjacent to Scott Street and South 19th Street. Currently, Good Samaritan Society plans to expand its operation on to the two vacant parcels. The proposed development will add approximately 70 multifamily housing units in the form of duplexes and an apartment building for elderly residents

**ILLUSTRATION 2 - FUTURE LAND USE MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

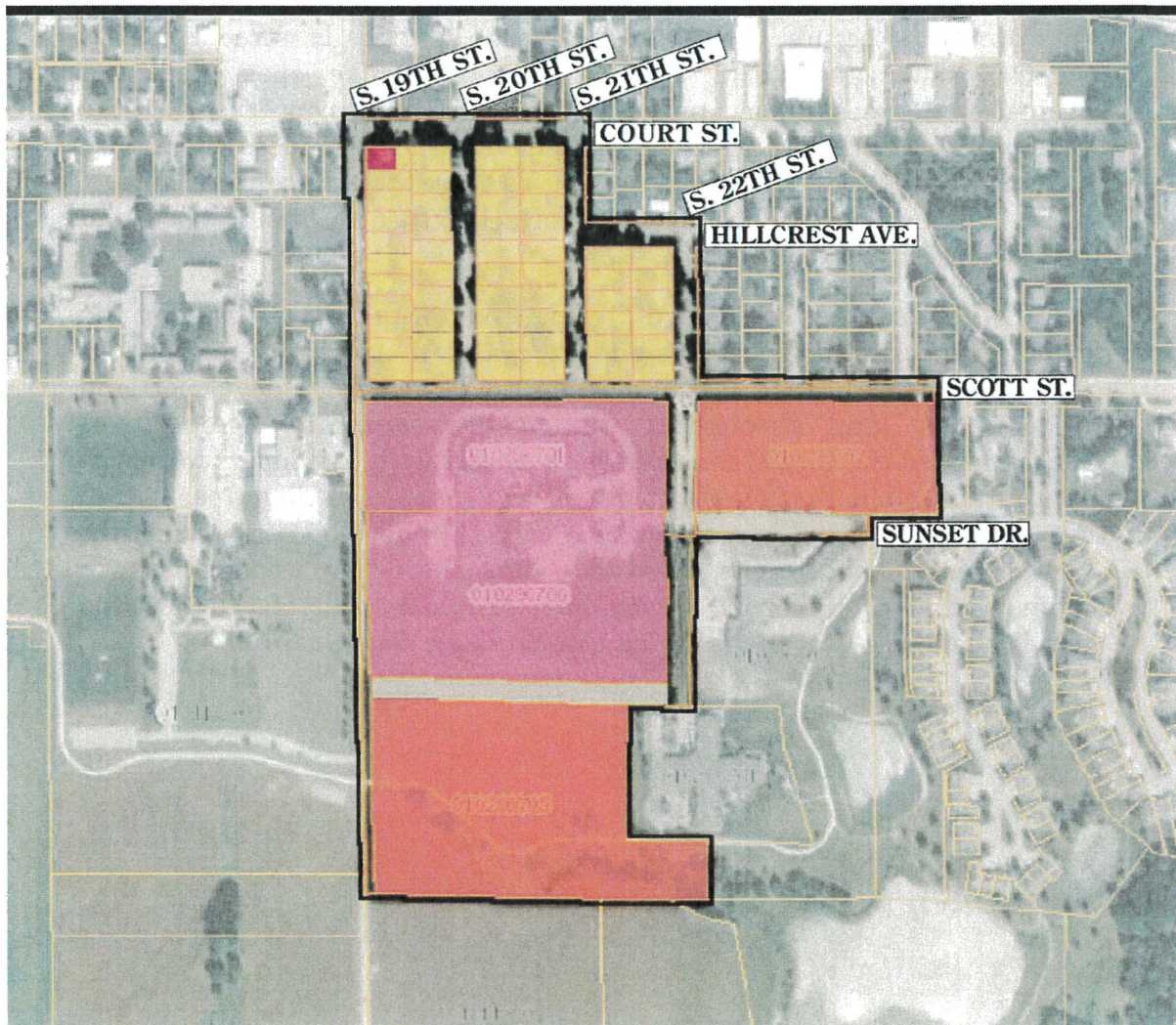
- REDEVELOPMENT AREA #13
- ROADWAYS
- VACANT/DEVELOPABLE LAND
- SINGLE FAMILY RESIDENTIAL
- ELDERLY RESIDENTIAL - ASSISTED LIVING & LONG-TERM CARE
- ELDERLY/MULTI-FAMILY RESIDENTIAL - INDEPENDENT LIVING
- COMMERCIAL

NOTE*LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
General Redevelopment Plan

2. Future Zoning Districts.

The future land use designations shown in **Illustration 2** should be in conformance with the City's *Comprehensive Plan* and *Zoning/Subdivision Regulations*. The **Future Zoning Districts Map for Redevelopment Area #13** is identified in **Illustration 3, Page 53**. This represents allowed land development densities, land coverage and potential building intensities of the **Redevelopment Area**.

3. Recommended Public Improvements.

The primary purpose of a **General Redevelopment Plan** is to allow for the use of public financing for a specific project. This public financing is planned and implemented to serve as a "**first step**" for public improvements and encourage private development within **Redevelopment Area #13**. The most common form of public improvements occurs with infrastructure, specifically streets, water, sanitary sewer and storm sewer systems, sidewalks, open space and recreational uses. The primary infrastructure concerns in the **Redevelopment Area** are the need to monitor utility and infrastructure systems to make repairs or replacement as these systems continue to age, as well as by expansion of modern infrastructure to undeveloped and agricultural land areas.

The **Blight and Substandard Determination Study** focused on the condition of existing structures and sites, as well as improvement needs for deteriorated infrastructure systems to service both developed and undeveloped land throughout the **Redevelopment Area**. It is recommended the City of Beatrice work closely with developers to ensure that future public roads and private driveways and parking areas within **Area** are constructed in conformance with City development standards. New or redeveloped streets, sidewalks, alleys, municipal water and sewer mains and privately owned service lines should be designed to meet the provisions of the *City of Beatrice Subdivision Regulations*.

**ILLUSTRATION 3 - FUTURE ZONING DISTRICTS MAP
REDEVELOPMENT AREA #13
BEATRICE, NEBRASKA.**

LEGEND.

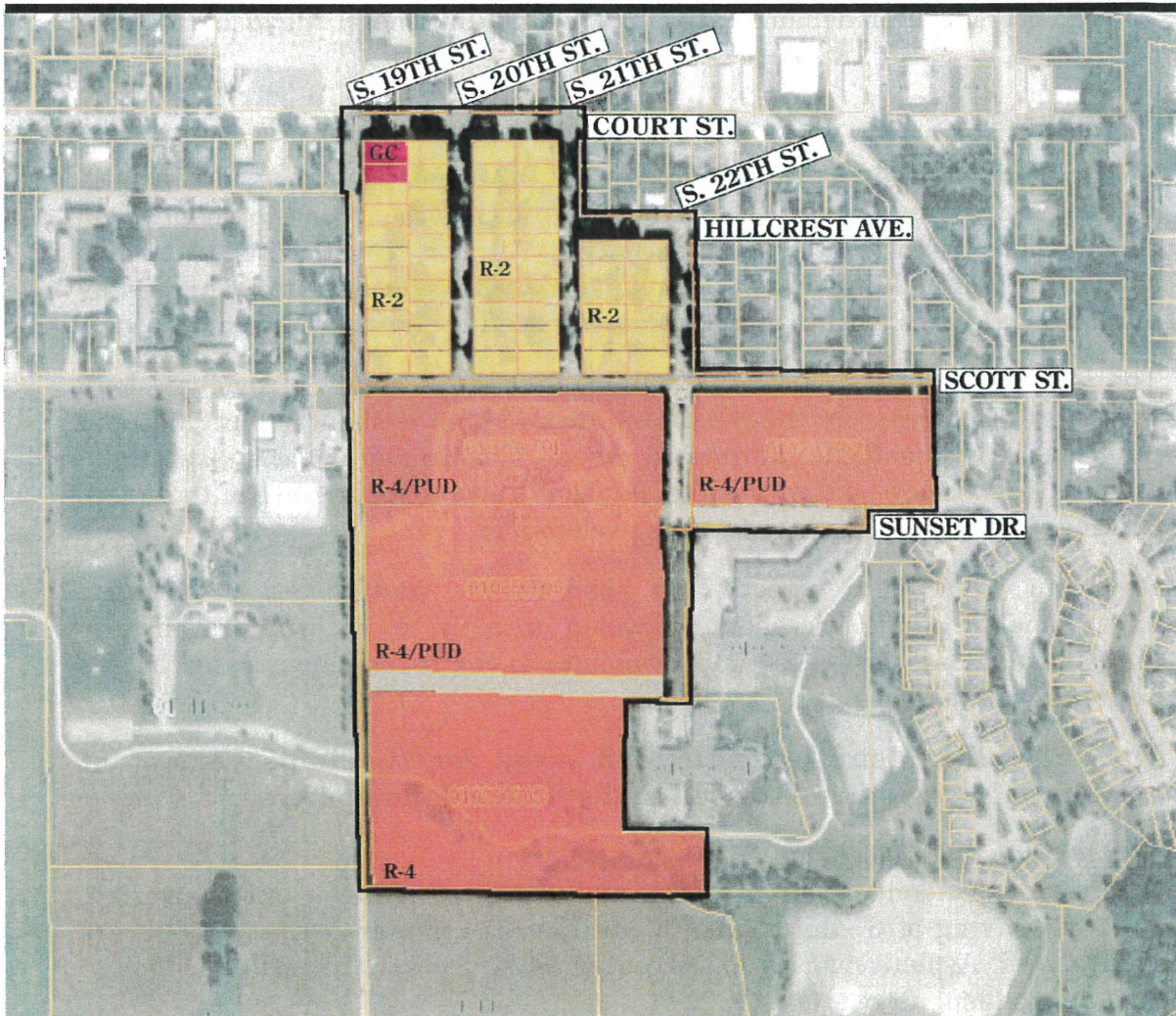
- REDEVELOPMENT AREA #13
- ROADWAYS
- R-2 SINGLE FAMILY RESIDENTIAL
- R-4/PUD MULTI-FAMILY RESIDENTIAL
- G.C. GENERAL COMMERCIAL

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



4. Alternative Energy Considerations.

Development within **Redevelopment Area** is recommended to supplement the standard energy sources for lighting, heating and cooling, with alternative energy systems such as wind, solar, geothermal, biomass and methane. Individual buildings and larger industrial business are strongly recommended to access these alternative energy sources in combination with *green building* techniques.

LEED building certification also guides the use of energy conservation methods to reduce the consumption of energy by HVAC systems in new and rehabilitated buildings. In the United States, LEED certification is recognized as a standard for measuring building sustainability. Achieving this certification demonstrates that the building meets the ideals of being green.

Conclusions.

A successful **General Redevelopment Plan** for **Beatrice, Nebraska Redevelopment Area #13** should guide both redevelopment and development opportunities and activities. All new construction activities should include building materials compatible with similar types exhibited by existing structures within, and adjacent the **Redevelopment Area**.

The City of Beatrice should seek funding sources to create a revolving loan and/or grant program for the rehabilitation and improvement of buildings and public uses in the **Redevelopment Area**. The demolition of substantially dilapidated existing buildings will enhance the visual appearance of the **Area**, making it more attractive for future development.

Prior to continued street and pedestrian transportation network improvements, the City should develop a plan to such improvements, comparing the costs of these improvements to the revenue generated by the Community's tax-base.

The following identifies estimated costs for the improvement of various infrastructure features in the Redevelopment Area.

Normal Street Replacement

Costs are dependent on street width and thickness of pavement or overlay. Concrete paving of 6" thick with integral curbs costs an estimated \$63 per square yard. Asphalt overlay has a cost of \$4.20 per square yard, per inch of thickness of asphalt overlay.

The cost to construct a 6" thick, 30' wide concrete street is \$210 per linear foot. The cost to construct a 6" thick, 60' wide concrete street is \$420 per linear foot.

The cost to construct a 2" thick, 30' wide asphalt overlay is \$28 per linear foot. The cost to construct a 2" thick, 60' wide asphalt overlay is \$56 per linear foot.

Ramped Curb Cuts

\$1,700 each

Sanitary Sewer

\$75 to \$85 per linear foot

Water Valves

\$1,500 each

Fire Hydrants

\$5,000 each

Storm Sewers

The cost of Storm Sewers is dependent upon the size of the storm sewer pipe and on the number of inlets required. A breakdown of approximate unit prices is as follows:

- 15" RCP costs \$70 per linear foot
- 18" RCP costs \$80 per linear foot
- 24" RCP costs \$95 per linear foot
- 30" RCP costs \$150 per linear foot
- 36" RCP costs \$165 per linear foot
- 42" RCP costs \$180 per linear foot
- 48" RCP costs \$225 per linear foot

Inlets cost an estimated \$5,000 each. Therefore, assuming 470 linear feet of 30" storm sewer and four inlets per block, a block of storm sewer would cost \$90,500.

Public and Private Foundations.

This **General Redevelopment Plan** addresses numerous community and economic development activities for **Redevelopment Area #13**, in Beatrice, Nebraska. The major components of this **General Redevelopment Plan** will be accomplished as individual projects, however, a comprehensive redevelopment effort is recommended. Just as the redevelopment efforts should be tied together, so should the funding sources to ensure a complete project. The use of State and Federal monies, local equity and tax incentives coupled with private funding sources, can be combined for a realistic and feasible funding package. The following provides a summary listing of the types of funding to assist in implementing this **General Redevelopment Plan**.

Each selected redevelopment project should be accompanied with a detailed budget of both sources and uses of various funds.

Public/Private Funding Sources

Building Improvement District
Tax Increment Financing
LB 840
Historic Preservation Tax Credits (State & Federal)
Low Income Housing Tax Credits (NIFA & State)
Sales Tax
Community Development Block Grants - Re-Use Funds
HOME Funds
Nebraska Affordable Housing Trust Fund
Rural Workforce Housing Investment Fund
Community Development Assistance Act
Intermodal Surface Transportation Efficiency Act
Small Business Administration-Micro Loans
Local Lender Financing
Owner Equity
Donations and Contributions

Foundations

American Express Foundation
Kellogg Corporate Giving Program
Marietta Philanthropic Trust
Monroe Auto Equipment Company Foundation
Norwest Foundation
Piper, Jaffray & Hopwood Corporate Giving
Target Stores Corporate Giving
Pitney Bowes Corporate Contributions
Burlington Northern Santa Fe Foundation
US West Foundation
Woods Charitable Fund, Inc.
Abel Foundation
ConAgra Charitable Fund, Inc.
Frank M. and Alice M. Farr Trust
Hazel R. Keene Trust
IBP Foundation, Inc.
Mid-Nebraska Community Foundations, Inc.
Northwestern Bell Foundation
Omaha World-Herald Foundation
Peter Kiewit and Sons Inc. Foundation
Thomas D. Buckley Trust
Valmont Foundation
Quivey-Bay State Foundation

GENERAL REDEVELOPMENT PLAN AMENDMENTS

PROJECT NAME / LOCATION AND COST

RESOLUTION #

1. _____
\$ _____

2. _____
\$ _____

3. _____
\$ _____

4. _____
\$ _____

5. _____
\$ _____

6. _____
\$ _____

7. _____
\$ _____

8. _____
\$ _____

9. _____
\$ _____

10. _____
\$ _____

Exhibit "A"

ILLUSTRATION 1 - CONTEXT MAP REDEVELOPMENT AREA #13 BEATRICE, NEBRASKA.

LEGEND.

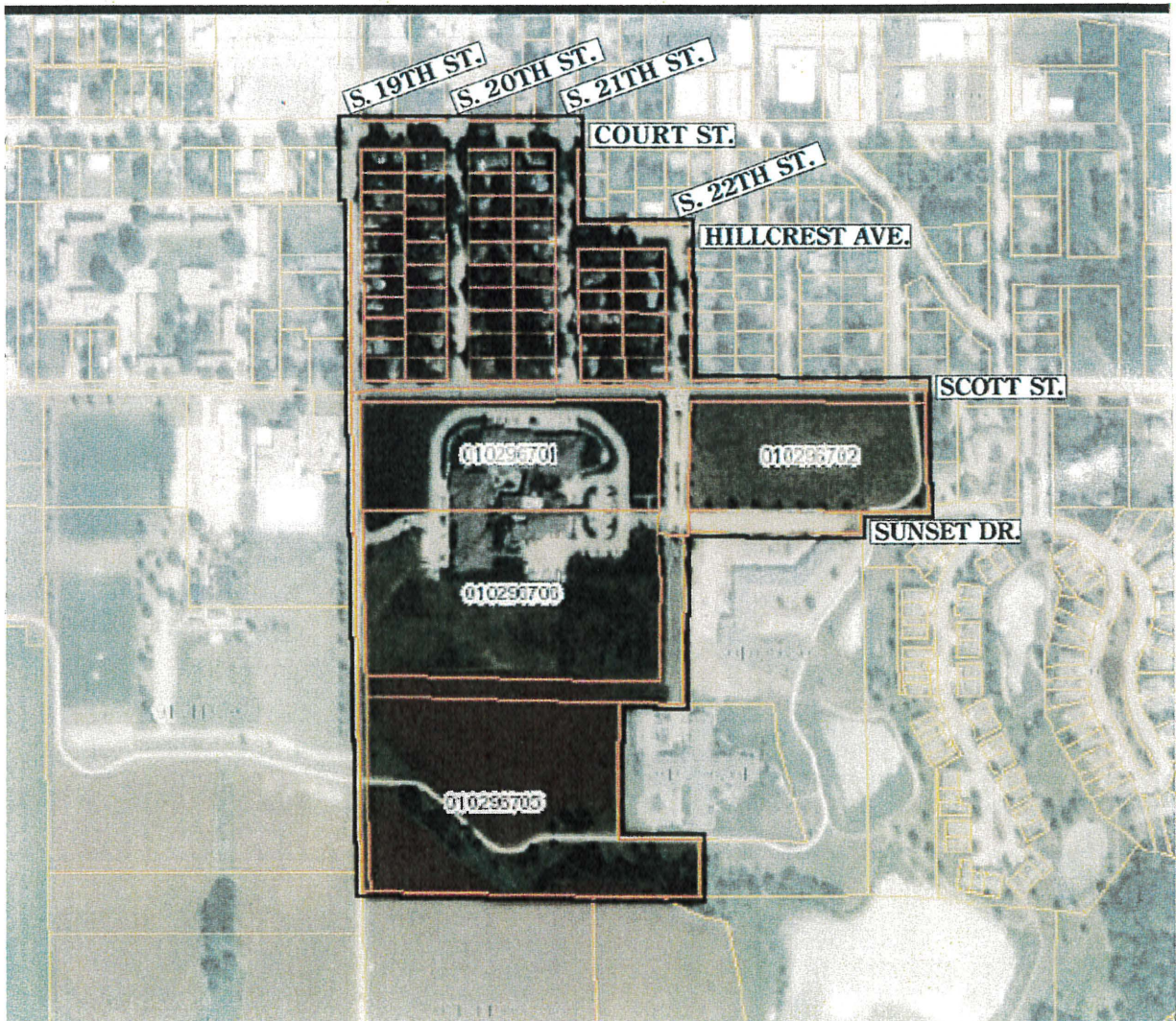
- REDEVELOPMENT AREA #13
- ROADWAYS

NOTE*
LAND WITHIN REDEVELOPMENT AREA: ESTIMATED 49.2 ACRES.



SCALE: 1" = ~400'

HANNA-KEELAN ASSOCIATES
COMMUNITY PLANNING & RESEARCH



Beatrice, Nebraska
Redevelopment Area #13
Blight & Substandard Determination Study

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) desires to construct a seating area adjacent to the pickleball courts located at Chautauqua Park; and

WHEREAS, the City desires to retain Lottman Excavating to construct said seating area adjacent to the pickleball courts located at Chautauqua Park and to authorize the Mayor, City Clerk, and City Engineer to execute any and all documentation necessary to retain Lottman Excavating.

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

SECTION 1. That the Mayor, City Clerk, and City Engineer are hereby authorized to execute any and all documents necessary between the City and Lottman Excavating, to retain Lottman Excavating to construct a seating area adjacent to the pickleball courts located at Chautauqua Park, including but not limited to an agreement, contract, or other such documentation.

SECTION 2. That the Mayor, City Clerk, and City Engineer are hereby authorized to execute Change Order #1 between the City and Lottman Excavating to extend the completion time frame from thirty (30) days to forty-five (45) days.

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

RESOLUTION PASSED AND ADOPTED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



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

June 26, 2025

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

Re: Recommendation for Award of Contract
Chautauqua Park Pickleball Terrace Seating Project – 2025
Project No. 025-013

Dear City Council:

Bids were received on Thursday, April 3, 2025, at 10:00 a.m., for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. Bid tabulation has been prepared for the project and is attached for your reference.

A total of one (1) bid was opened for the project, and the apparent low was submitted by Inline Construction Inc., located in Marysville, Kansas, for all Bid Sections totaling \$122,693.55.

The City of Beatrice engineers estimate for the project was \$75,658. This is a cost difference of \$46,981.55 which is a substantial increase. Based on this information the City of Beatrice then began negotiating with other contractors.

A total of one (1) quote was received for the project, which was submitted by Lottman Excavating, located in Beatrice, Nebraska, totaling \$82,160. The project also required a change of the completion time frame from thirty (30) days to forty-five (45) days.

Since this Contractor has been deemed a responsive and responsible bidder, it is my recommendation that an award should be made to Lottman Excavating, with an estimated cost of \$82,160.

Please feel free to contact me with any additional questions that you may have.

Sincerely,

James A. Burroughs, P.E.
City Engineer

Encl: Bid Tabulation

Lottman excavating

BID SCHEDULE

CHAUTAUQUA PARK PICKLEBALL TERRACE SEATING PROJECT - 2025

DATE: 4-1-2025

Honorable Mayor and Council
City Hall
Beatrice, NE 68310

Dear Sirs:

The undersigned bidder, having become familiar with the local conditions affecting the cost of work and with the Contract Documents, including Advertisement for Bids, General Conditions of the Contract, the Form of Proposal, the form of Contract, the Form of Bond, etc., Plans and Specifications and Addenda and Exhibits issued and attached to the Contract Documents on file in the office of the City Engineer, Beatrice, Nebraska, hereby propose to perform everything required to be performed and to provide and furnish all of the labor, materials necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the work described in the following Bidding Schedule in connection with the Chautauqua Park Pickleball Terrace Seating Project - 2025, all in accordance with the plans and specifications as prepared by James A. Burroughs, City Engineer, Beatrice, Nebraska.

BASIS OF BID:

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

	Item	Quantity	Unit	Unit Price	Total
1.	Mobilization/Demobilization	1	L.S.	<u>2500</u>	<u>2500</u>
2.	Traffic/Pedestrian Control	1	L.S.	<u>1,200</u>	<u>1,200</u>
3.	Construction Staking	1	L.S.	<u>1,800</u>	<u>1,800</u>
4.	Embankment (established quantity)	240	C.Y.	<u>24</u>	<u>5760</u>
5.	Fill Sand	58.0	C.Y.	<u>48</u>	<u>2784</u>
6.	8-inch Thick Steel Reinforced Concrete Wall (4-foot high) - Textured	235.00	L.F.	<u>89</u>	<u>20915</u>
7.	8-inch Thick Steel Reinforced Concrete Wall (2 feet high) - smooth	35.0	L.F.	<u>61</u>	<u>2135</u>
8.	8-inch Thick Steel Reinforced Colored Concrete Wall with Footing (8' 3" feet High) - smooth	20.0	L.F.	<u>150</u>	<u>3000</u>
9.	3 Step Steel Reinforced Concrete Stairs	2.0	L.S.	<u>4516</u>	<u>9032</u>
10.	4-inch Concrete Sidewalk (478-3500)	226.00	S.Y.	<u>134</u>	<u>30,284</u>
11.	Steel Handrails - Painted	4.0	Each	<u>300</u>	<u>1,200</u>

Chautauqua Park Pickleball Terrace Seating Project - 2025

1-7

12. 1-inch Expansion Joint	400.0	LF.	<u>2</u>	<u>800</u>
13. Seeding	0.15	Acre	<u>2,000</u>	<u>300</u>
14. Hydro Mulch	0.15	Ton	<u>3,000</u>	<u>450</u>
Total Bid			26,050 82,160	26,050 Dollars

Each Bid Price listed above shall include an amount considered by the Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item.

The City reserves the right to reject any bid section(s) submitted by the successful bidder. The bid award selection will be based on the total, adjusted for any section(s) rejected by the City, with sections being completed as budgeted funds allow.

Estimated quantities are not guaranteed, and are solely for the purpose of comparison of bids, and final payment for all unit price bid items will be based on actual quantities, determined as provided in the Contract Documents.

Note: Bidder should not add any conditions or qualifying statements to this bid or otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.

ADDENDUM:

Bidder acknowledges that the following Addendums were received and considered in bid preparation.

Addendum No.	Addendum Date
_____	_____
_____	_____

TIME OF COMPLETION:

The undersigned, if awarded the Contract, agrees that the Work shall be completed and ready for final payment within thirty (30) consecutive calendar days from the start date provided by the Contractor on the Bid Form.

Bidder further agrees to pay liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter, as provided in the Special Provisions.

BIDDER'S CERTIFICATION:

The undersigned bidder hereby certifies (1.) this bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; (2.) bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3.) bidder has not solicited or induced any individual or entity to refrain from bidding.

Date: 4-1-2025

Martin Ponted Walls
Firm

Official Address:

By: [Signature]
Title: owner

Catawqua Park Pickleball Terrace Seating Project - 2025

[Signature]
Lottman Contracting 1-8
6-14-25



CHANGE ORDER

No. 1

DATE OF ISSUANCE 06-26-2025

OWNER City of Beatrice
 CONTRACTOR Lottman Excavating
 CONTRACT Chautauqua Park Pickleball Terrace Seating
 ENGINEER'S PROJECT NO. 025-013
 ENGINEER Beatrice City Engineer

You are directed to make the following changes in the Contract Documents: Quantity adjustments.

Reason for Change Order:

1. Time Extension

Attachments: Lottman Excavating and City Engineer agreed to time extension.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>82,160.00</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 0: \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>82,160.00</u>
Net decrease of this Change Order: \$ <u>0.00</u>
Contract Price with all approved Change Orders: \$ <u>82,160.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>30 days</u> Ready for final payment: <u>30 days</u> (days or dates)
Net change from previous Change Orders No. <u>0</u> to <u>0</u> : Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>30 days</u> Ready for final payment: <u>30 days</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>15 days</u> Ready for final payment: <u>15 days</u> (days or dates)
Contract Times with all approved Change Orders: Substantial Completion: <u>45 days</u> Ready for final payment <u>45 days</u> (days or dates)

RECOMMENDED:
By: [Signature]
ENGINEER (Authorized Signature)

APPROVED:
By: _____
OWNER (Authorized Signature)

ACCEPTED:
By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 6-26-25

Date: _____

Date: 6-28-25

cc: Owner, Contractor, File

ORDINANCE NUMBER 25-___

An ordinance to add Section 7-9, regarding applicability of codes based on commencement date; to add Section 7-14 regarding access boxes; and to amend Sections 7-7, 7-10, 7-11, 7-20, 7-21, 7-30, 7-31, 7-60, 7-61, 7-70, 7-71, 7-90, 7-91, 7-201, 7-202; 7-316 and 7-317 to adopt the *International Building Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Mechanical Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Plumbing Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Residential Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Energy Conservation Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Property Maintenance Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Fuel Gas Code*, 2021 Edition, published by the International Code Council with amendments; to adopt the *International Existing Building Code*, 2021 Edition, published by the International Code Council with amendments; to repeal all other conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Section 7-7 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-7. Replacement of existing water heater, permit not required.

The installation of a water heater to replace an existing water heater shall be exempt from the permit requirements of the following adopted codes: the International Building Code; the International Residential Code; the International Existing Building Code; the International Plumbing Code; the International Fuel Gas Code; and the International Mechanical Code.”

SECTION 2. That Section 7-9 of the Beatrice City Code be and is hereby added as follows:

“Sec. 7-9. Applicability of codes based on commencement date.

Any construction, alteration, or repair governed by the following codes that received an applicable permit from the City of Beatrice prior to, and said permit is valid as of, the effective date of the City’s adoption of the 2021 edition of the International Building Codes shall be governed by and remain subject to the provisions of the 2015 edition of the applicable building codes, as previously adopted by the City.”

SECTION 3. That Section 7-10 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-10. Adoption of *International Building Code, 2021 Edition.*

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this code the same as those spread at large herein:

International Building Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for use and examination for the public.”

SECTION 4. That Section 7-11 of the Beatrice City Code be and hereby is amended as follows:

“Sec. 7-11. Additions, insertions and changes to the *International Building Code, 2021 Edition.*

That Sections 101.1, 101.4.3, 104.5, 105.2, 109.2, 109.4, 113.1, 114.4, 115.1, 903.2.8, and 1612.3 of the *International Building Code, 2021 edition*, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Building Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 101.4.3 Plumbing. The provisions of the International Plumbing Code shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

Section 101.4.5 Fire Prevention. The provisions of the Nebraska State Fire Code Regulations shall apply to matters affecting or relating to the protection of structures, processes and premises from the hazard of fire and explosion, from conditions hazardous to life, property or public welfare in the occupancy of structures or premises.

The construction, extension, repair, alteration, or removal of fire suppression, automatic sprinkler systems, and alarm systems shall also comply with the provisions of the Nebraska State Fire Code Regulations.

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 20 square feet (1.85 m²).
2. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two (2) to one (1).
4. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Above-ground swimming pools.
8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
10. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in section 101.2, and Group U occupancies.
11. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
12. Overlaying of existing siding.
13. Installation of a water heater to replace an existing water heater.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary systems required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part which does not alter its approval or make it unsafe.
6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. Replacement of a furnace or air conditioning unit.

Plumbing:

1. The stopping of leaks in drains, water soil, waste or vent pipe.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets and fixtures, provided such repairs do not involve or require the rearrangement of values, pipes or fixtures.
3. Installation of a water heater to replace an existing water heater.

Section 109.2 Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section 109.3 Building permit valuations. Building Permit valuations shall include total value of the work for which a permit is being issued, including labor and materials. Work said to be labor free will be assessed at the rate of twice the amount of the cost of materials. Permits for gas, mechanical, plumbing, equipment and other permanent systems will be itemized and assessed fees according to the fee resolution established by the Beatrice City Council.

Section 109.6 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327, of this code.

Section 114.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 115.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to

perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section 903.2.8 Group R. An automatic sprinkler system shall not be required in Group R occupancies, but if an automatic sprinkler system is installed, it shall be installed in accordance with the following subsections.

Section 1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Beatrice, Nebraska", dated June 18, 2010, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

That Sections, 103.1, 103.2, 103.3, 113.2, 113.3, 115.2, and 115.4 of the *International Building Code*, 2021 edition, are hereby repealed."

SECTION 5. That Section 7-14 of the Beatrice City Code be and is hereby added as follows:

"Sec. 7-14. Access boxes.

An access box shall be required for all newly constructed commercial buildings, additions to existing commercial buildings, and existing commercial buildings under-going major remodeling projects. The access box shall be of a type approved by the AHJ, installed at a location approved by the AHJ, and shall contain keys necessary to gain access as required by the AHJ.

Exception: Commercial buildings that are not protected by automatic fire sprinkler and fire alarm systems are exempt from this requirement."

SECTION 6. That Section 7-20 of the Beatrice City Code be and is hereby amended as follows:

"Sec. 7-20. Adoption of *International Residential Code*, 2021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Residential Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 7. That Section 7-21 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-21. Additions, insertions and changes to the *International Residential Code*, 2021 Edition.

That Sections R101.1, R102.7, R105.2, R108.2, R108.3, R108.5, R108.6, R112.1, R113.4, R114.1, R301.2, R404.1.5.2, R905.1.2, P2603.5.1, and P3103.1 of the *International Residential Code*, 2021 edition, are amended to read as follows:

Section R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-family Dwellings of the City of Beatrice, Nebraska*, and shall be cited as such and will be referred to herein as "this code."

Section R102.7. Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code and the *Nebraska State Fire Code Regulations*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

Section R105.2. Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet (1.85 m²).
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed two (2) to one (1).
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Above-ground swimming pools.
6. Swings and other playground equipment.

7. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.
8. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by section R311.4.
9. Sidewalks and driveways, except that those in the right-of-way require an encroachment permit.
10. Overlaying of existing siding.

Electrical:

1. *Listed* cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty-five (25) volts and not capable of supplying more than fifty (50) watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking, or clothes drying *appliances*.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.

7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
9. Replacement of furnace or air conditioning unit.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the rearrangement of valves, pipes or fixtures.
3. Installation of a water heater to replace an existing water heater.

Section R108.2. Schedule of permit fees. The building permit fees shall be as established by resolution adopted by the Beatrice City Council.

Section R108.3 Building permit valuations. Building permit valuations shall include total value of the work for which a permit is being issued, including labor and materials. Permits for gas, mechanical, plumbing, equipment and other permanent systems will be itemized and assessed fees according to the fee resolution established by the Beatrice City Council.

Section R108.5. Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section R108.6. Work commencing before permit issuance. Any person who commences work requiring a permit on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a fee established by resolution adopted by the Beatrice City Council.

Section R112.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section R113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the *approved* construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section R114.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to

stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Additional criteria shall be established by the building official and set forth by Table 301.2(1).

Section R404.1.5.2 Concrete wall thickness. The thickness of concrete foundation walls shall be equal to or greater than the thickness of the wall in the story above. Concrete foundation walls with corbels, brackets or other projections built into the wall for support of masonry veneer or other purposes are not within the scope of the tables in this section.

Where a concrete foundation wall is reduced in thickness to provide a four (4) inch shelf for the support of masonry veneer or a bearing ledge for joists, the reduced thickness of the wall shall not be less than six (6) inches. Vertical reinforcement shall be based on the thickness of the thinner portion of the wall.

Exception: Where the height of the reduced thickness portion measured to the underside of the floor assembly or sill plate above is less than or equal to twenty-four (24) inches and the reduction in thickness does not exceed four (4) inches, the vertical reinforcement is permitted to be based on the thicker portion of the wall.

Section R905.1.2 Ice barriers. In areas where there has been a history of ice forming along the eaves causing a backup of water as designated in Table R301.2(1), an ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles and wood shakes. The ice barrier shall consist of not fewer than two layers of underlayment cemented together, or a self-adhering polymer-modified bitumen sheet shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 36 inches (610 mm) upward towards the roof peak. On roofs with slope equal to or greater than eight (8) units vertical in twelve (12) units horizontal, the ice barrier shall also be applied not less than 36 inches (914 mm) measured along the roof slope from the eave edge of the building.

Section P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches (914.4 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches (914.4 mm) below grade.

Section P3103.1.1 Roof extension. All open vent pipes which extend through a roof shall be terminated at least twelve (12) inches above the roof or two (2) inches above the anticipated snow accumulation, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

That Section R404.1.2.2 be added to the International Residential Code, 2021 edition, as follows:

Section R404.1.2.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Vertical reinforcement shall be provided in accordance with Figures R404.1.2.2(1) through R404.1.2.2(9).

That Figures R404.1.1(1), R404.1.2(1), R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2.1(1), R404.1.2.1(2), R404.1.2.1(3), R404.1.2.1(4), and R404.1.2.2 be added to the *International Residential Code*, 2021 edition, and kept on file in the office of the city clerk and the community development director.

That Sections R103.1, R103.2, R103.3, 112.2, 112.3, 112.4, R114.2, R313.1, R313.1.1, R313.2, R313.2.1, and 403.4.1 of the International Residential Code, 2021 edition, are hereby repealed.

That Tables R403.4, R404.1.1(1), R404.1.2(1), R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(8), and R404.1.2(9), of the International Residential Code, 2021 edition, are hereby repealed.”

SECTION 8. That Section 7-30 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-30. Adoption of *International Property Maintenance Code*, 2021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Property Maintenance Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 9. That Section 7-31 of the Beatrice City Code be and is hereby amended as follows:

“Sec.7-31. Additions, insertions and changes to the *International Property Maintenance Code*, 2021 edition.

That Section 303.2.1 be added to the International Property Maintenance Code, 2021 edition, as follows:

Section 303.2.1 Exceptions. In-ground pools with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of Section 303.2.

Portable above-ground swimming pools, hot tubs, and spas are not subject to the requirements of 303.2, but limited access ladders or steps providing entry must be removed to render the pool, hot tub, or spa inaccessible when not in use. In the event that a permanent ladder, steps, facade, or deck is erected adjacent to or surrounding an otherwise portable pool, hot tub, or spa, said pool, hot tub, or spa will be subject to the requirements of Section 303.2.

If a pool, hot tub, or spa subject to the requirements of Section 303.2 is constructed wholly or partially above ground level, that part of the pool which is out of the ground may be included as part of the pool enclosure height requirement; provided, that the ground is level or slopes away from the pool for at least three feet from the pool wall. On above-ground pools where the pool wall constitutes all or part of the pool enclosure, the entrance into the pool must either be enclosed in a fence with a gate, both of which meet the requirements of Section 303.2, or the entrance to the pool must be by use of a limited access ladder which has provisions for making entry to the pool inaccessible when the pool is not in use.

That Sections 101.1, 102.3, 104.1, 104.2, 109.3, 109.4, 112.5, 113.1, 113.3, 107.1, 110.1, 301.2, 302.4, 304.14, 602.3, and 602.4 of the International Property Maintenance Code, 2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Property Maintenance Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 102.3. Application of other codes. Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Beatrice City Code and the *Nebraska State Fire Code Regulations*. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the Beatrice Zoning Ordinance.

Section 104.1 Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section 104.2. Refunds. The refunding of fees shall be established by resolution adopted by the City Council.

Section 109.3. Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 109.2 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 109.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises, tenant, and/or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 113.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary such structure. The presumption will be to order demolition of the structure if the reasonable estimated repairs exceed fifty percent (50%) of the assessed value of the structure. No structure shall be boarded up for future repair beyond a period of ninety (90) calendar days. Any structure capable of repair, shall be repaired to the standards set by the code official, within one year of the date of the notice and order; should such structure remain in a state of disrepair after the one-year period, such structure will be demolished as outlined in Section 113.3.

Section 113.3 Failure to comply. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal may be charged against the real estate upon which the structure is located and a lien placed upon said real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 107.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 110.1 Issuance. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to

stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section 301.2 Responsibility. The owner or occupant of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Owners and occupants of a dwelling unit, rooming unit, or housekeeping unit are responsible for keeping that part of the dwelling unit, rooming unit, housekeeping unit, or premises which they occupy and control in a clean, sanitary, and safe condition.

Section 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12"). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers or gardens.

Upon failure of the *owner* or occupant of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation to cut and destroy the weeds growing thereon. The costs of such removal shall be paid by the *owner* or occupant responsible for the property.

Section 304.14 Insect screens. During the period from April 1st to October 31st, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1st to May 31st to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from September 1st to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

That Sections 103.3, 104.1, 108.1, 110.2, 110.3, and 110.4 of the International Property Maintenance Code, 2021 edition, are hereby repealed."

SECTION 10. That Section 7-60 of the Beatrice City Code be and is hereby amended as follows:

"Sec. 7-60. Adoption of *International Mechanical Code*, 2021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Mechanical Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public."

SECTION 11. That Section 7-61 of the Beatrice City Code be and is hereby amended as follows:

"Sec. 7-61. Additions, insertions and changes to the *International Mechanical Code*, 2021 edition.

That Sections 101.1, 106.2, 109.2, 109.6, 115.4, 116.1, and 113.1 of the International Mechanical Code, 2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Mechanical Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.2 Permits not required. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Portable heating appliances;
2. Portable ventilation appliances and equipment;
3. Portable cooling units;
4. Steam, hot water or chilled water piping within any heating or cooling equipment or appliances regulated by this code;
5. The replacement of any minor part that does not alter the approval of equipment or an appliance or make such equipment or appliance unsafe;
6. Portable evaporative coolers;
7. Self-contained refrigeration systems that contain 10 pounds (4.5 kg) or less of refrigerant, or that are actuated by motors of 1 horsepower (0.75 kW) or less;
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid; and
9. Installation of a water heater to replace an existing water heater.

Section 109.2 Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section 109.6 Fee refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 115.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 116.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of

the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

That Sections 103.1, 103.2, 103.3, 113.2, and 114.1, of the *International Mechanical Code*, 2021 edition, are hereby repealed.”

SECTION 12. That Section 7-70 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-70. Adoption of *International Energy Conservation Code*, 2021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Energy Conservation Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 13. That Section 7-71 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-71. Additions, insertions and changes to the *International Energy Conservation Code*, 2021 edition.

That Sections C101.1 C104.2, C104.5, C109.1, C109.4, and C110.1 of the International Energy Conservation Code, 2021 edition, are amended to read as follows:

Section C101.1 Title. These codes shall be known as the *Energy Conservation Code of the City of Beatrice, Nebraska*, and shall be cited as such. It is referred to herein as "this code."

Section C104.2 Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section C104.5 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section C109.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section C109.4 Failure to Comply. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section C110.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

That Sections C109.2, C109.3, C109.4, C110.2, and C110.3 of the International Energy Conservation Code, 2021 edition, are hereby repealed.”

SECTION 14. That Section 7-90 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-90. Adoption of *International Plumbing Code, 2021 edition.*

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Plumbing Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 15. That Section 7-91 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-91. Additions, insertions and changes to the *International Plumbing Code, 2021 edition.*

That Sections 101.1, 106.1, 106.2, 109.2, 109.5, 115.4, 116.1, 113.1, 305.4.1, 410.2, 410.4, and 903.1.1 of the International Plumbing Code, 2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Plumbing Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.1 Where required. Any owner, authorized agent, or contractor who desire to construct, enlarge, alter, move, demolish or change the occupancy of a building or structure, or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit for the work.

Section 106.2 Exempt work. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. The following work shall be exempt from the requirement for a permit:

1. The stopping of leaks in drains, water, soil, waste or vent pipe;
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets and fixtures, provided such repairs do not involve or require the rearrangement of valves, pipes or fixtures; and
3. Installation of a water heater to replace an existing water heater.

Section 109.2 Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section 109.5 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 115.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 116.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to

stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

That Section 301.8 be added to the International Plumbing Code, 2021 edition, as follows:

Section 301.8 Future Fixtures; Basement Requirements. Provisions shall be made for the future installation of one floor drain, one lavatory, and one water closet in every basement of a single-family dwelling through the installation of fixture drains conforming to the requirements of this code. The fixture drains shall include the required vent pipes connected to the vent system. As used in this section, the term "basement" shall mean any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined in the Beatrice City Code.

Section 305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches (914.4 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches (914.4 mm) below grade.

Section 410.2 Small occupancies. Drinking fountains shall not be required for an occupant load of forty-nine (49) or fewer.

Section 410.4 Substitution. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies where drinking fountains are required, water dispensers shall be permitted to be substituted for not more than fifty (50) percent of the required number of drinking fountains. In B and M occupancy groups with an occupant load of forty-nine (49) or fewer, water dispensers shall be permitted to be substituted for the required drinking fountains.

Section 903.1.1 Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated at least 12 inches (304.8 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

That Sections 103.1, 103.2, 103.3, and 114.1, of the International Plumbing Code, 2021 edition, are hereby repealed."

SECTION 16. That Section 7-201 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-201. Adoption of *International Existing Building Code, 2021 edition.*

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Existing Building Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 17. That Section 7-202 of the Beatrice City Code be and hereby is amended as follows:

“Sec. 7-202. *International Existing Building Code, 2021 Edition.*

That Sections 101.1, 105.2, 105.3 108.2, 108.6, 112.1, and 114.2of the International Existing Building Code, 2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Existing Building Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below that are not part of an accessible route.
2. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
3. Temporary motion picture, television, and theater stage sets and scenery.
4. Shade cloth structures constructed for nursery or agricultural purposes, and not including service systems.
5. Window awnings supported by an exterior wall of Group R-3 or Group U occupancies.
6. Movable cases, counters, and partitions not covered 69 inches (1753 mm) in height.
7. Installation of a water heater to replace an existing water heater.

Electrical:

Repairs and maintenance: Minor repair work, including the placement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers, and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe.
2. The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the rearrangement of valves, pipes, or fixtures.
3. Installation of a water heater to replace an existing water heater.

Section 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the building official for that purpose. Such application shall:

1. Identify and describe the work in accordance with Chapter 3 to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 106.3.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the code official.

Section 108.2 Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section 108.6 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 112.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 114.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

That Sections 103.1, 103.2, 103.3, 108.5, 112.2, 112.3, 114.2 and 114.4 of the International Existing Building Code, 2021 edition, are hereby repealed.”

SECTION 18. That Section 7-316 of the Beatrice City Code be and is hereby amended as follows:

“Sec. 7-316. Adoption of *International Fuel Gase Code, 2021 edition.*

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

International Fuel Gas Code, 2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the City Clerk for the use and examination of the public.”

SECTION 19. That Section 7-317 of the Beatrice City Code be and hereby is amended as follows:

“Sec. 7-317. *International Fuel Gas Code, 2021 Edition.*

That Sections 101.1, 106.2, 109.2, 109.6, 115.4, 113.1, and 116.1 of the International Fuel Gas Code, 2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Fuel Gas Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.2 Permits not required. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

1. Portable heating appliances.
2. Replacement of any minor component of an appliance or equipment that does not alter approval of such appliance or equipment or make such appliance or equipment unsafe.
3. Installation of a water heater to replace an existing water heater.

Section 109.2 Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section 109.6 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 115.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall

be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 116.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

That Sections 103.1, 103.2, 103.3, and 106.6.1 of the International Fuel Gas Code, 2021 edition, are hereby repealed.”

SECTION 20. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 21. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 7th day of June, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

* Redline *

Sec. 7-7. Replacement of existing water heater, permit not required.

The installation of a water heater to replace an existing water heater shall be exempt from the permit requirements of the [following adopted codes: the International Building Code, 2015 edition; the International Residential Code, 2015 edition; the International Existing Building Code, 2015 edition; the International Plumbing Code, 2015 edition; the International Fuel Gas Code, 2015 edition; and the International Mechanical Code, 2015 edition.](#)

(Ord. No. 12-048, § 1, 1-21-13; Ord. No. 18-007, § 2, 4-2-18)

Sec. 7-10. Adoption of International Building Code, [20152021](#) edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as those spread at large herein:

- (1) International Building Code, [20152021](#) edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for use and examination for the public.

(Ord. No. 05-29, § 5, 10-17-05; Ord. No. 12-048, § 2, 1-21-13; Ord. No. 18-007, § 4, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 4, adopted April 2, 2018, amended § 7-10 title to read as herein set out. Former § 7-10 title pertained to adoption of International Building Code, 2009 Edition.

Sec. 7-11. Additions, insertions and changes to the International Building Code, [20152021](#) edition.

That Sections 101.1, 101.4.3, 101.4.5, 105.2, 109.2, 109.3, 109.6, 113.1, 114.4, 115.1, 903.2.8, and 1612.3 of the *International Building Code*, [20152021](#) edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Building Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 101.4.3 Plumbing. The provisions of the International Plumbing Code shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

Section 101.4.5 Fire Prevention. The provisions of the Nebraska State Fire Code Regulations shall apply to matters affecting or relating to the protection of structures, processes and premises from the hazard of fire and explosion, from conditions hazardous to life, property or public welfare in the occupancy of structures or premises.

The construction, extension, repair, alteration, or removal of fire suppression, automatic sprinkler systems, and alarm systems shall also comply with the provisions of the Nebraska State Fire Code Regulations.

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

Building:

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1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 20 square feet (1.85 m²).
 2. Retaining walls which are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
 3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed two (2) to one (1).
 4. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below and which are not part of an accessible route.
 5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
 6. Temporary motion picture, television and theater stage sets and scenery.
 7. Above-ground swimming pools.
 8. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.
 9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
 10. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Group R-3, as applicable in section 101.2, and Group U occupancies.
 11. Movable cases, counters and partitions not over 5 feet 9 inches (1753 mm) in height.
 12. Overlaying of existing siding.
 13. Installation of a water heater to replace an existing water heater.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary systems required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliances.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.

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4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
 5. Replacement of any part which does not alter its approval or make it unsafe.
 6. Portable evaporative coolers.
 7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
 8. Replacement of a furnace or air conditioning unit.

Plumbing:

1. The stopping of leaks in drains, water soil, waste or vent pipe.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets and fixtures, provided such repairs do not involve or require the rearrangement of valves, pipes or fixtures.
3. Installation of a water heater to replace an existing water heater.

Section 109.2 Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section 109.3 Building permit valuations. Building Permit valuations shall include total value of the work for which a permit is being issued, including labor and materials. Work said to be labor free will be assessed at the rate of twice the amount of the cost of materials. Permits for gas, mechanical, plumbing, equipment and other permanent systems will be itemized and assessed fees according to the fee resolution established by the Beatrice City Council.

Section 109.6 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327, of this code.

Section 114.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 115.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section 903.2.8 Group R. An automatic sprinkler system shall not be required in Group R occupancies, but if an automatic sprinkler system is installed, it shall be installed in accordance with the following subsections.

Section 1612.3 Establishment of flood hazard areas. To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for the City of Beatrice, Nebraska", dated June 18, 2010, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

That Sections, 103.1, 103.2, 103.3, 113.2, 113.3, ~~115.2~~, and ~~115.3~~115.4 of the *International Building Code*, ~~2015~~2021 edition, are hereby repealed.

Sec. 7-20. Adoption of International Residential Code, 20152021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Residential Code, 20152021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 05-29, § 9, 10-17-05; Ord. No. 12-048, § 5, 1-21-13; Ord. No. 18-007, § 6, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 6, adopted April 2, 2018, amended § 7-20 title to read as herein set out. Former § 7-20 title pertained to adoption of International Residential Code, 2009 Edition.

Sec. 7-21. Additions, insertions and changes to the International Residential Code, 20152021 edition.

That Sections R101.1, R102.7, R105.2, R108.2, R108.3, R108.5, R108.6, R112.1, R113.4, R114.1, R301.2, R404.1.5.2, R905.1.2, P2603.5.1, and P3103.1 of the International Residential Code, 20152021 edition, are amended to read as follows:

Section R101.1 Title. These provisions shall be known as the *Residential Code for One-and Two-family Dwellings of the City of Beatrice, Nebraska*, and shall be cited as such and will be referred to herein as "this code."

Section R102.7. Existing Structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code and the *Nebraska State Fire Code Regulations*, or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

Section R105.2. Work exempt from permit. Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses, and similar uses, provided the floor area does not exceed 20 square feet (1.85 m²).
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.
3. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons (18,927 L) and the ratio of height to diameter or width does not exceed two (2) to one (1).
4. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
5. Above-ground swimming pools.
6. Swings and other playground equipment.
7. Window awnings supported by an exterior wall which do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support.

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8. Decks not exceeding 200 square feet (18.58 m²) in area, that are not more than 30 inches (762 mm) above grade at any point, are not attached to a dwelling and do not serve the exit door required by section R311.4.
 9. Sidewalks and driveways, except that those in the right-of-way require an encroachment permit.
 10. Overlaying of existing siding.

Electrical:

1. *Listed* cord-and-plug connected temporary decorative lighting.
2. Reinstallation of attachment plug receptacles but not the outlets therefor.
3. Replacement of branch circuit overcurrent devices of the required capacity in the same location.
4. Electrical wiring, devices, appliances, apparatus or equipment operating at less than twenty-five (25) volts and not capable of supplying more than fifty (50) watts of energy.
5. Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Gas:

1. Portable heating, cooking, or clothes drying *appliances*.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
3. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation appliances.
3. Portable cooling units.
4. Steam, hot- or chilled-water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration systems containing 10 pounds (4.54 kg) or less of refrigerant or that are actuated by motors of 1 horsepower (746 W) or less.
8. Portable-fuel-cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.
9. Replacement of furnace or air conditioning unit.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe.

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2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the rearrangement of valves, pipes or fixtures.
 3. Installation of a water heater to replace an existing water heater.

Section R108.2. Schedule of permit fees. The building permit fees shall be as established by resolution adopted by the Beatrice City Council.

Section R108.3 Building permit valuations. Building permit valuations shall include total value of the work for which a permit is being issued, including labor and materials. Permits for gas, mechanical, plumbing, equipment and other permanent systems will be itemized and assessed fees according to the fee resolution established by the Beatrice City Council.

Section R108.5. Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section R108.6. Work commencing before permit issuance. Any person who commences work requiring a permit on a building, structure, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to a fee established by resolution adopted by the Beatrice City Council.

Section R112.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section R113.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the *approved* construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section R114.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Additional criteria shall be established by the building official and set forth by Table 301.2(1).

Section R404.1.5.2 Concrete wall thickness. The thickness of concrete foundation walls shall be equal to or greater than the thickness of the wall in the story above. Concrete foundation walls with corbels, brackets or other projections built into the wall for support of masonry veneer or other purposes are not within the scope of the tables in this section.

Where a concrete foundation wall is reduced in thickness to provide a four (4) inch shelf for the support of masonry veneer or a bearing ledge for joists, the reduced thickness of the wall shall not be less than six (6) inches. Vertical reinforcement shall be based on the thickness of the thinner portion of the wall.

Exception: Where the height of the reduced thickness portion measured to the underside of the floor assembly or sill plate above is less than or equal to twenty-four (24) inches and the reduction in thickness

does not exceed four (4) inches, the vertical reinforcement is permitted to be based on the thicker portion of the wall.

Section R905.1.2 Ice barriers. In areas where there has been a history of ice forming along the eaves causing a backup of water as designated in Table R301.2(1), an ice barrier shall be installed for asphalt shingles, metal roof shingles, mineral-surfaced roll roofing, slate and slate-type shingles, wood shingles and wood shakes. The ice barrier shall consist of not fewer than two layers of underlayment cemented together, or a self-adhering polymer-modified bitumen sheet shall be used in place of normal underlayment and extend from the lowest edges of all roof surfaces to a point not less than 36 inches (610 mm) upward towards the roof peak. On roofs with slope equal to or greater than eight (8) units vertical in twelve (12) units horizontal, the ice barrier shall also be applied not less than 36 inches (914 mm) measured along the roof slope from the eave edge of the building.

Section P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches (914.4 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches (914.4 mm) below grade."

Section P3103.1.1 Roof extension. All open vent pipes which extend through a roof shall be terminated at least twelve (12) inches above the roof or two (2) inches above the anticipated snow accumulation, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof."

That Section R404.1.2.2 be added to the International Residential Code, [20152021](#) edition, as follows:

Section R404.1.2.2 Reinforcement for foundation walls. Concrete foundation walls shall be laterally supported at the top and bottom. Vertical reinforcement shall be provided in accordance with Figures R404.1.2.2(1) through R404.1.2.2(9).

That Figures R404.1.1(1), R404.1.2.(1) R404.1.2.(2), R404.1.2.(3), R404.1.2.(4), R404.1.2.1(1), R404.1.2.1(2), R404.1.2.1(3), R404.1.2.1(4), and R404.1.2.2 be added to the *International Residential Code*, [20152021](#) edition, and kept on file in the office of the city clerk and the [building inspectorcommunity development director](#).

That Sections R103.1, R103.2, R103.3, 112.2, 112.3, 112.4, R114.2, R313.1, R313.1.1, R313.2, R313.2.1, and 403.4.1 of the International Residential Code, [20152021](#) edition, are hereby repealed.

That Tables R403.4, R404.1.1(1), R404.1.2(1), R404.1.2(2), R404.1.2(3), R404.1.2(4), R404.1.2(8), and R404.1.2(9), of the International Residential Code, [20152021](#) edition, are hereby repealed.

(Ord. No. 05-29, § 10, 10-17-05; Ord. No. 12-048, § 6, 1-21-13; Ord. No. 13-037, § 2, 8-19-13; Ord. No. 15-010, § 1, 5-4-15; Ord. No. 18-007, § 7, 4-2-18; Ord. No. 19-022, § 2, 6-17-19)

Editor's note(s)—Ord. No. 18-007, § 7, adopted April 2, 2018, amended § 7-21 title to read as herein set out.

Former § 7-21 title pertained to additions, insertions and changes to the International Residential Code, 2009 Edition.

Sec. 7-30. Adoption of International Property Maintenance Code, [20152021](#) edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Property Maintenance Code, [20152021](#) edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 05-29, § 13, 10-17-05; Ord. No. 12-048, § 8, 1-21-13; Ord. No. 18-007, § 8, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 8, adopted April 2, 2018, amended § 7-30 title to read as herein set out.

Former § 7-30 title pertained to adoption of International Property Maintenance Code, 2009 edition.

Sec. 7-31. Additions, insertions and changes to the International Property Maintenance Code, [20152021](#) edition.

That Section 303.2.1 be added to the International Property Maintenance Code, [20152021](#) edition, as follows:

Section 303.2.1 Exceptions. In-ground pools with a safety cover that complies with ASTM F 1346 shall be exempt from the provisions of Section 303.2.

Portable above-ground swimming pools, hot tubs, and spas are not subject to the requirements of 303.2, but limited access ladders or steps providing entry must be removed to render the pool, hot tub, or spa inaccessible when not in use. In the event that a permanent ladder, steps, facade, or deck is erected adjacent to or surrounding an otherwise portable pool, hot tub, or spa, said pool, hot tub, or spa will be subject to the requirements of Section 303.2.

If a pool, hot tub, or spa subject to the requirements of Section 303.2 is constructed wholly or partially above ground level, that part of the pool which is out of the ground may be included as part of the pool enclosure height requirement; provided, that the ground is level or slopes away from the pool for at least three feet from the pool wall. On above-ground pools where the pool wall constitutes all or part of the pool enclosure, the entrance into the pool must either be enclosed in a fence with a gate, both of which meet the requirements of Section 303.2, or the entrance to the pool must be by use of a limited access ladder which has provisions for making entry to the pool inaccessible when the pool is not in use.

That Sections 101.1, 102.3, ~~1034.1~~, ~~1034.2~~, ~~1069.3~~, ~~1069.4~~, ~~109.5112.5~~, ~~110.1113.1~~, ~~110.3113.3~~, ~~111.1107.1~~, ~~112.1110.1~~, 301.2, 302.4, 304.14, 602.3, and 602.4 of the International Property Maintenance Code, [20152021](#) edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Property Maintenance Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 102.3. Application of other codes. Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Beatrice City Code and the *Nebraska State Fire Code Regulations*. Nothing in this code shall be construed to cancel, modify, or set aside any provision of the Beatrice Zoning Ordinance.

Section ~~1034.1~~ [Schedule of Permit Fees](#). The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section ~~1034.2~~ [Refunds](#). The refunding of fees shall be established by resolution adopted by the City Council.

Section 1069.3. Prosecution of violation. Any person failing to comply with a notice of violation or order served in accordance with Section 1079.2 shall be deemed guilty of a misdemeanor or civil infraction as determined by the local municipality, and the violation shall be deemed a strict liability offense. If the notice of violation is not complied with, the code official shall institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the structure in violation of the provisions of this code or of the order or direction made pursuant thereto. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 1069.4 Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 109.5112.5 Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid by the jurisdiction. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises, tenant, and/or owner's authorized agent where the unsafe structure is or was located for the recovery of such costs. Any action taken by the authority having jurisdiction on such premises may be charged against the real estate upon which the structure is located and may be a lien upon such real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 110.1113.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, to demolish and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary such structure. The presumption will be to order demolition of the structure if the reasonable estimated repairs exceed fifty percent (50%) of the assessed value of the structure. No structure shall be boarded up for future repair beyond a period of ninety (90) calendar days. Any structure capable of repair, shall be repaired to the standards set by the code official, within one year of the date of the notice and order; should such structure remain in a state of disrepair after the ~~one year~~ one year period, such structure will be demolished as outlined in Section ~~110.3113.3~~.

Section 110.3113.3 Failure to comply. If the owner of a premises or owner's authorized agent fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be demolished and removed, either through an available public agency or by contract or arrangement with private persons, and the cost of such demolition and removal may be charged against the real estate upon which the structure is located and a lien placed upon said real estate. All costs incurred by the authority shall be paid by the owner and/or tenant/agent responsible for the property.

Section 111.1107.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 112.1110.1 Stop work orders issuance. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one

hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section 301.2 Responsibility. The owner or occupant of the premises shall maintain the structures and exterior property in compliance with these requirements, except as otherwise provided for in this code. A person shall not occupy as owner-occupant or permit another person to occupy premises which are not in a sanitary and safe condition and which do not comply with the requirements of this chapter. Owners and occupants of a dwelling unit, rooming unit, or housekeeping unit are responsible for keeping that part of the dwelling unit, rooming unit, housekeeping unit, or premises which they occupy and control in a clean, sanitary, and safe condition.

Section 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12"). All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants, and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers or gardens.

Upon failure of the owner or occupant of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with the notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation to cut and destroy the weeds growing thereon. The costs of such removal shall be paid by the owner or occupant responsible for the property.

Section 304.14 Insect screens. During the period from April 1st to October 31st, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Exception: Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

Section 602.3 Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1st to May 31st to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Exceptions:

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at its full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the *International Plumbing Code*.
2. In areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4 Occupiable work spaces. Indoor occupiable work spaces shall be supplied with heat during the period from September 1st to May 31st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

That Sections 103.3, ~~103.5104.1~~, ~~111.2108.1~~, ~~111.2.1~~, ~~111.2.2~~, ~~111.2.3~~, ~~111.2.4~~, ~~111.2.5~~, ~~111.3~~, ~~111.4~~, ~~111.4.1~~, ~~111.5~~, ~~111.6~~, ~~111.6.1~~, ~~111.6.2~~, ~~111.7~~, ~~111.8~~, ~~112.2110.2~~, ~~112.3110.3~~, and ~~112.4110.4~~ of the International Property Maintenance Code, ~~2015~~2021 edition, are hereby repealed.

(Ord. No. 05-29, § 14, 10-17-05; Ord. No. 08-02, § 4, 1-21-08; Ord. No. 12-048, § 9, 1-21-13; Ord. No. 18-007, § 9, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 9, adopted April 2, 2018, amended § 7-31 title to read as herein set out.

Former § 7-31 title pertained to additions, insertions and changes to the International Property Maintenance Code, 2009 edition.

Sec. 7-60. Adoption of International Mechanical Code, ~~2015~~2021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Mechanical Code, ~~2015~~2021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 05-29, § 16, 10-17-05; Ord. No. 12-048, § 10, 1-21-13; Ord. No. 18-007, § 10, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 10, adopted April 2, 2018, amended § 7-60 title to read as herein set out. Former § 7-60 title pertained to adoption of International Mechanical Code, 2009 edition.

Sec. 7-61. Additions, insertions and changes to the International Mechanical Code, ~~2015~~2021 edition.

That Sections 101.1, 106.2, ~~106.5-2109.2~~, ~~106.5-3109.6~~, ~~108.4115.4~~, ~~108.5116.1~~, and ~~109.1113.1~~ of the International Mechanical Code, ~~2015~~2021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Mechanical Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.2 Permits not required. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Portable heating appliances;
2. Portable ventilation appliances and equipment;
3. Portable cooling units;
4. Steam, hot water or chilled water piping within any heating or cooling equipment or appliances regulated by this code;
5. The replacement of any minor part that does not alter the approval of equipment or an appliance or make such equipment or appliance unsafe;
6. Portable evaporative coolers;
7. Self-contained refrigeration systems that contain 10 pounds (4.5 kg) or less of refrigerant, or that are actuated by motors of 1 horsepower (0.75 kW) or less;
8. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid; and
9. Installation of a water heater to replace an existing water heater.

Section ~~106.5-2109.2~~ Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section ~~106.5-3109.6~~ Fee refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section ~~108.4115.4~~ *Violation penalties*. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section ~~108.5116.1~~ *Stop work orders*. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

~~Section 109.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.~~

That Sections 103.1, 103.2, 103.3, ~~106.5.1, 109.1.1, 113.2, and 109.2114.1, 109.2.1, 109.2.2, 109.2.3, 109.2.4, 109.2.5, 109.2.6, 109.3, 109.4, 109.4.1, 109.5, 109.6, 109.6.1, 109.6.2 and 109.7~~ of the *International Mechanical Code, 2015/2021* edition, are hereby repealed.

(Ord. No. 05-29, § 17, 10-17-05; Ord. No. 08-02, § 5, 1-21-08; Ord. No. 12-048, § 11, 1-21-13; Ord. No. 18-007, § 11, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 11, adopted April 2, 2018, amended § 7-61 title to read as herein set out. Former § 7-61 title pertained to additions, insertions and changes to the International Mechanical Code, 2009 edition.

Sec. 7-70. Adoption of International Energy Conservation Code, 20152021 edition, commercial provisions.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) *International Energy Conservation Code*, 20152021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 05-29, § 18, 10-17-05; Ord. No. 12-048, § 12, 1-21-13; Ord. No. 18-007, § 12, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 12, adopted April 2, 2018, amended § 7-70 title to read as herein set out.

Former § 7-70 title pertained to adoption of International Property Energy Conservation Code, 2009 edition.

Sec. 7-71. Additions, insertions and changes to the International Energy Conservation Code, 20152021 edition, commercial provisions.

That Sections C101.1 C107-2C104.2, C107-5C104.5, C108-1C109.1, C1089.4, and C109-1C110.1 of the International Energy Conservation Code, 20152021 edition, are amended to read as follows:

Section C101.1 Title. These codes shall be known as the *Energy Conservation Code of the City of Beatrice, Nebraska*, and shall be cited as such. It is referred to herein as "this code."

Section C107-2C104.2 Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section C107-5C104.5 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section C108-1C109.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section C1089.4 ~~Violation penalties~~ Failure to Comply. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section C109-1C110.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

That Sections ~~107.3~~, ~~C1089.2~~, ~~C1089.3~~, ~~C1089.4~~, ~~109C110.2~~, and ~~109C110.3~~ of the International Energy Conservation Code, ~~2015~~2021 edition, are hereby repealed.

(Ord. No. 96-37, § 2, 7-15-96; Ord. No. 99-7, § 1, 2-1-99; Ord. No. 04-14, § 12, 6-21-04; Ord. No. 05-29, § 19, 10-17-05; Ord. No. 12-048, § 13, 1-21-13; Ord. No. 18-007, § 13, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 13, adopted April 2, 2018, amended § 7-71 title to read as herein set out.

Former § 7-71 title pertained to additions, insertions and changes to the International Energy Conservation Code, 2009 edition.

Sec. 7-90. Adoption of International Plumbing Code, 20152021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Plumbing Code, 20152021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 05-29, § 21, 10-17-05; Ord. No. 12-048, § 14, 1-21-13; Ord. No. 18-007, § 14, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 14, adopted April 2, 2018, amended § 7-90 title to read as herein set out. Former § 7-90 title pertained to adoption of International Plumbing Code, 2009 edition.

Sec. 7-91. Additions, insertions and changes to the International Plumbing Code, 20152021 edition.

That Sections 101.1, 106.1, 106.2, 106.6.2109.2, 106.6.3109.5, 108.4115.4, 108.5116.1, 109.1113.1, 305.4.1, 410.2, 410.4, and 903-1903.1.1 of the International Plumbing Code, 20152021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Plumbing Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.1 ~~When-Where~~ required. Any owner, authorized agent, or contractor who desire to construct, enlarge, alter, move, demolish or change the occupancy of a building or structure, or replace any plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the code official and obtain the required permit for the work.

Section 106.2 Exempt work. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. The following work shall be exempt from the requirement for a permit:

1. The stopping of leaks in drains, water, soil, waste or vent pipe;
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures, and the removal and reinstallation of water closets and fixtures, provided such repairs do not involve or require the rearrangement of valves, pipes or fixtures; and
3. Installation of a water heater to replace an existing water heater.

Section ~~106.6.2109.2~~ Schedule of Permit Fees. The building permit fees shall be established by resolution adopted by the Beatrice City Council.

Section ~~106.6.3109.5~~ Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section ~~108.4115.4~~ Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than

five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section ~~108.5116.1~~ Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section ~~109.1~~ Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

That Section 301.8 be added to the International Plumbing Code, 2021 edition, as follows:

Section 301.8 Future Fixtures; Basement Requirements. Provisions shall be made for the future installation of one floor drain, one lavatory, and one water closet in every basement of a single-family dwelling through the installation of fixture drains conforming to the requirements of this code. The fixture drains shall include the required vent pipes connected to the vent system. As used in this section, the term "basement" shall mean any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined in the Beatrice City Code.

Section 305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be a minimum of 36 inches (914.4 mm) below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 36 inches (914.4 mm) below grade.

Section 410.2 Small occupancies. Drinking fountains shall not be required for an occupant load of forty-nine (49) or fewer.

Section 410.4 Substitution. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other occupancies where drinking fountains are required, water dispensers shall be permitted to be substituted for not more than fifty (50) percent of the required number of drinking fountains. In B and M occupancy groups with an occupant load of forty-nine (49) or fewer, water dispensers shall be permitted to be substituted for the required drinking fountains.

Section ~~903.1903.1.1~~ Roof extension unprotected. All open vent pipes that extend through a roof shall be terminated at least 12 inches (304.8 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

That Section 301.8 be added to the International Plumbing Code, 2015 edition, as follows:

Section 301.8 Future Fixtures; Basement Requirements. Provisions shall be made for the future installation of one floor drain, one lavatory, and one water closet in every basement of a single-family dwelling through the installation of fixture drains conforming to the requirements of this code. The fixture drains shall include the required vent pipes connected to the vent system. As used in this section, the term "basement" shall mean any floor level below the first story in a building, except that a floor level in a building having only one floor level shall be classified as a basement unless such floor level qualifies as a first story as defined in the Beatrice City Code.

That Sections 103.1, 103.2, 103.3, ~~106.6.1, and 109.2.114.1, 109.2.1, 109.2.2, 109.2.3, 109.2.4, 109.2.5, 109.2.6, 109.3, 109.4, 109.4.1, 109.5, 109.6, 109.6.1, 109.6.2 and 109.7~~ of the International Plumbing Code, ~~2015~~2021 edition, are hereby repealed.

(Code 1971, § 27-1; Ord. No. 04-14, § 17, 6-21-04; Ord. No. 05-29, § 22, 10-17-05; Ord. No. 08-02, § 6, 1-21-08; Ord. No. 12-048, § 15, 1-21-13; Ord. No. 18-007, § 15, 4-2-18)

Editor's note(s)—Ord. No. 18-007, § 15, adopted April 2, 2018, amended § 7-91 title to read as herein set out.

Former § 7-91 title pertained to additions, insertions and changes to the International Plumbing Code, 2009 edition.

Sec. 7-201. Adoption of the International Existing Building Code, 20152021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Existing Building Code, 20152021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 18-007, § 16, 4-2-18)

Sec. 7-202. International Existing Building Code, 20152021 edition.

That Sections 101.1, 105.2, 105.3 108.2, 108.6, 112.1, and 114.1114.2, and 1401.2 of the International Existing Building Code, 20152021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Existing Building Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

Building:

1. Sidewalks and driveways not more than 30 inches (762 mm) above grade and not over any basement or story below that are not part of an accessible route.
2. Painting, papering, tiling, carpeting, cabinets, counter tops, and similar finish work.
3. Temporary motion picture, television, and theater stage sets and scenery.
4. Shade cloth structures constructed for nursery or agricultural purposes, and not including service systems.
5. Window awnings supported by an exterior wall of Group R-3 or Group U occupancies.
6. Movable cases, counters, and partitions not covered 69 inches (1753 mm) in height.
7. Installation of a water heater to replace an existing water heater.

Electrical:

Repairs and maintenance: Minor repair work, including the placement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for power supply, the installations of towers, and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliances.

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2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliances.
2. Portable ventilation equipment.
3. Portable cooling units.
4. Steam, hot, or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative coolers.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste, or vent pipe.
2. The clearing of stoppages or the repairing of leaks in pipes, valves, or fixtures, and the removal and reinstallation of water closets, provided such repairs do not involve or require the rearrangement of valves, pipes, or fixtures.
3. Installation of a water heater to replace an existing water heater.

Section 105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefor in writing on a form furnished by the building official for that purpose. Such application shall:

1. Identify and describe the work in accordance with Chapter 3 to be covered by the permit for which application is made.
2. Describe the land on which the proposed work is to be done by legal description, street address, or similar description that will readily identify and definitely locate the proposed building or work.
3. Indicate the use and occupancy for which the proposed work is intended.
4. Be accompanied by construction documents and other information as required in Section 106.3.
5. State the valuation of the proposed work.
6. Be signed by the applicant or the applicant's authorized agent.
7. Give such other data and information as required by the code official.

Section 108.2 Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section 108.6 Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 112.1 Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section 114.1 Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice

shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

~~Section 1401.2 Applicability. Structures existing prior to the effective date of this ordinance, in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this chapter or the provisions of Chapters 5 through 13. The provisions of Sections 1401.2.1 through 1401.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, 1-2, M, R, and S. These provisions shall not apply to buildings with occupancies in Group H, 1-3 or 1-4.~~

That Sections 103.1, 103.2, 103.3, 108.5, 112.2, 112.3, 114.2 and 114.34 of the International Existing Building Code, ~~2015~~2021 edition, are hereby repealed.

(Ord. No. 18-007, § 16, 4-2-18)

Sec. 7-316. Adoption of the International Fuel Gas Code, 20152021 edition.

Except as hereinafter provided by specific amendment, the following publications are hereby adopted, incorporated and made a part of this Code the same as though spread at large herein:

- (a) International Fuel Gas Code, 20152021 edition, published by the International Code Council.

One printed copy of each publication described above has been filed in the office of the city clerk for the use and examination of the public.

(Ord. No. 18-007, § 17, 4-2-18)

Sec. 7-317. International Fuel Gas Code, 20152021 edition.

That Sections 101.1, 106.2, ~~106.6.2109.2~~, ~~106.6.3109.6~~, ~~108.4115.4~~, ~~108.5116.1~~, and ~~109.1113.1~~ of the International Fuel Gas Code, 20152021 edition, are amended to read as follows:

Section 101.1 Title. These regulations shall be known as the *Fuel Gas Code of the City of Beatrice, Nebraska*, hereinafter referred to as "this code."

Section 106.2 Permits not required. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

Permits shall not be required for the following:

1. Portable heating appliances.
2. Replacement of any minor component of an appliance or equipment that does not alter approval of such appliance or equipment or make such appliance or equipment unsafe.
3. Installation of a water heater to replace an existing water heater.

Section ~~106.6.2109.2~~ Fee schedule. A fee for each permit shall be established by resolution adopted by the Beatrice City Council.

Section ~~106.6.3109.6~~ Refunds. The refunding of fees shall be established by resolution adopted by the Beatrice City Council.

Section 113.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

Section ~~108.4115.4~~ Violation penalties. Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair anything in violation of the approved construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding thirty (30) days, or both. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section ~~108.5116.1~~ Stop work orders. Upon notice from the building official that work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's authorized agent, or to the person performing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform by the building

official to remove a violation or unsafe condition, shall be subject to a fine of not less than one hundred dollars (\$100.00) or more than five hundred dollars (\$500.00). Each day that work continues in or about a structure after having been served a stop work order shall constitute a separate offense.

Section 109.1. Appeals. The procedure for appeals is contained in Article X, Sections 7-318 through 7-327 of this code.

That Sections 103.1, 103.2, 103.3, and 106.6.1, 109.2, 109.2.1, 109.2.2, 109.2.3, 109.2.4, 109.2.5, 109.2.6, 109.3, 109.4, 109.4.1, 109.5, 109.6, 109.6.1, 109.6.2, and 109.7 of the International Fuel Gas Code, 2015/2021 edition, are hereby repealed.

(Ord. No. 18-007, § 17, 4-2-18)

ORDINANCE NUMBER 25-_____

An ordinance to amend Section 9-86 of the Beatrice City Code regarding the location and capacity of aboveground storage tanks; to repeal Sections 9-87 through 9-105, inclusive, of the Beatrice City Code; and to repeal conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Section 9-86 of the Beatrice City Code be and is hereby amended to read as follows:

“Sec. 9-86. – Tank location and capacity—Generally.

Aboveground storage tanks with a capacity in excess of 1,000 gallons containing Class I and/or Class II flammable/combustible liquids shall be allowed to be located in industrial zoned areas within the city limits, contingent on compliance with the standards of current editions of NFPA 30 (Flammable and Combustible Liquids Code), the requirements of the Nebraska State Fire Marshal's Fuels division, and are located a minimum of five hundred (500) feet from any residential zoned property or any existing building.

SECTION 2. That Sections 9-87 through 9-105, inclusive, of the Beatrice City Code be and hereby are repealed.

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

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

PASSED AND APPROVED this 7th day of July, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor