

City of Beatrice, Nebraska
Beatrice Regular City Council Meeting
Monday, August 4, 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. **Presentation of Certified Economic Development Community – Nebraska**
Dept. of Economic Development
4. **DISCUSSIONS/REPORTS**
 - 4.a. NGage Quarterly Report.
5. **CONSENT AGENDA**
 - 5.a. Approve agenda as submitted.
 - 5.b. Receive and place on file all notices pertaining to this meeting.
 - 5.c. Receive and place on file all materials having any bearing on this meeting.
 - 5.d. Approval of minutes of regular meeting on July 21, 2025, as on file in the City Clerk's Office.
 - 5.e. Approval of minutes of work session meeting on July 21, 2025, as on file in the City Clerk's Office.
 - 5.f. Approval of Treasurer's Report of Claims in the amount of \$429,981.07.
 - 5.g. Approval of BASWA Report of Claims in the amount of \$438,542.64.
 - 5.h. Approval of BPW Report of Claims in the amount of \$88,151.68.
 - 5.i. Approval of Change Order #3 increase in the amount of \$12,628.17 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements, as recommended by the Board of Public Works.
 - 5.j. Approval of Pay Request #2 in the amount of \$205,75.46, to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements.
 - 5.k. Approval of Pay Request #7 in the amount of \$423,299.88, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
 - 5.l. Resolution Number 7594 executing Amendment No. 2, and any and all documents necessary, between WAPA and the City, to the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, as recommended by the Board of Public Works.
 - 5.m. Resolution Number 7595 granting permission for the Beatrice Humane Society to hold a "Doggie Swim Evening" fundraiser at the Big Blue Water Park on August 19, 2025.
 - 5.n. Resolution Number 7596 executing the Participation Form involving the opioid litigation brought by states and local political subdivisions against Purdue and the Sackler family, and any and all other documents necessary for the City to receive the City's direct share of settlement proceeds and/or to

be eligible to receive any additional distribution or grant from the State of Nebraska's share of said proceeds.

- 5.o. Resolution Number 7597 executing an Agreement retaining Kidwell, Inc., to upgrade Cat3/5 network cables and an Agreement retaining Heartland Business Systems, LLC, to upgrade Network Switches, at the Beatrice Public Library.
 - 5.p. Resolution Number 7598 executing a Memorandum of Understanding between City and the Firefighters Union Local No. 1098 in effort to bolster retention of its Firefighter/Paramedic and Firefighter/EMT staff by including additional options for receiving credit for a "shift call back" for purposes of calculating their percentage of shift call backs made for their performance-based raise.
 - 5.q. Resolution Number 7599 executing the Request for Reconveyance and the Deed of Reconveyance, along with all other necessary documents to terminate the Deed of Trust for the Energy Efficiency Loan Agreement, dated May 6, 2020, between the City and Jason Duff and Ashley Mentgen-Duff.
 - 5.r. Resolution Number 7600 executing the Request for Reconveyance and the Deed of Reconveyance, along with all other necessary documents to terminate the Deed of Trust for the Energy Efficiency Loan Agreement, dated June 12, 2020, between the City and Jeremy J. Glynn and Dusty Glynn.
 - 5.s. Resolution Number 7606 entering into an Agreement between the City and the Center for Internet Security (CIS) for the purpose of renewing the City's Endpoint Security Services.
6. **PUBLIC HEARINGS/BIDS**
- 6.a. Public Hearing for the purpose of considering an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG) from the Land and Water Conservation Fund (LWCF), for the construction of new pickleball courts at Chautauqua Park.
 - 6.b. Public Hearing on the acquisition of real property from Franklin W. Rash, legally described as follows: All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 015162000.
 - 6.c. Public Hearing on the acquisition of real property from Daniel E. Pethoud and Bonny M. Pethoud, legally described as follows: Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly known as 1123 South 6th Street, Beatrice, Nebraska, Parcel ID No: 014740000.
7. **RESOLUTIONS**
- 7.a. Resolution Number 7601 executing the application and any other documents necessary to apply for federal assistance from the Land and Water

Conservation Fund (LWCF) Program for the purpose of acquiring property and constructing new pickleball courts at Chautauqua Park.

- 7.b. Resolution Number 7602 executing the Contract for Donation of Real Estate and all necessary documents to acquire real estate from Franklin W. Rash.
 - 7.c. Resolution Number 7603 executing the Contract for Donation of Real Estate and all necessary documents to acquire real estate from Daniel E. Pethoud and Bonny M. Pethoud.
 - 7.d. Resolution Number 7604 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City and Amy Lynn Redd, for a direct loan in the amount of Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00) from the City's CDBG Downtown Revitalization Grant (23-DTR-002).
 - 7.e. Resolution Number 7605 executing an Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a comprehensive strategy for the procurement, permitting, and installation of electric generation, as recommended by the Board of Public Works.
 - 7.f. Resolution Number 7607 executing any and all documents necessary to consent to the pledge, assignment, and transfer of the LB840 Loan proceeds to Security First Bank, as security for a loan from Security First Bank to The Paddock, LLC.
8. **ORDINANCES** - None
 9. **PUBLIC FORUM**
 10. **EXECUTIVE SESSION** - Contract Negotiations
 11. **MISCELLANEOUS**
 - 11.a. The next regular City Council meeting is August 18, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



July 23, 2025

RE: FY 24-25 Quarterly Report (Q4)

Dear NGage Investors and Partners,

As part of our ongoing commitment to enhancing the region's competitiveness and preparing for future growth, we are proud to share several strategic initiatives currently underway.

Industrial Site Readiness Study

We are executing a **comprehensive industrial site readiness study** aimed at evaluating key parcels throughout the city and county. This effort focuses on development potential, infrastructure capacity, site access, zoning, and overall investment readiness. The findings will serve as a vital tool for infrastructure planning and proactive site development strategies.

Target Industry Analysis

In parallel, we have conducted a **target industry analysis** to identify high-potential sectors for strategic recruitment. This analysis is guided by data on regional workforce strengths, supply chain connectivity, and national market trends. The goal is to align our economic development strategy with industries poised for sustainable growth and job creation in Gage County.

Together, these two initiatives will provide a **data-driven foundation** for decision-making, long-term planning, and marketing efforts.

Results:

The industry target assessment has been categorized into three strategic segments: **Mature, Key,** and **Potential** industry targets. Each category reflects the current and prospective economic development opportunities across various sectors.

Mature Industry Targets represent established sectors with existing infrastructure and stable growth. These include:

- **Manufacturing:** Converted Paper Product Manufacturing; Clay Product & Refractory Manufacturing; Machine Shops, Turned Product, and Screw, Nut & Bolt Manufacturing; Agriculture, Construction & Mining Machinery Manufacturing; and Motor Vehicle Parts Manufacturing.

- **Wholesale Trade:** Miscellaneous Nondurable Goods Merchant Wholesalers.
- **Transportation & Warehousing:** Rail Transportation and Specialized Freight Trucking.
- **Information:** Wired & Wireless Telecommunications (excluding Satellite).

Key Industry Targets are sectors identified as having significant growth potential and strategic importance for regional development. These include:

- **Construction:** Foundation, Structure, and Building Exterior Contractors.
- **Manufacturing:** Grain & Oilseed Milling; Animal Slaughtering & Processing; Basic Chemical Manufacturing; Lime & Gypsum Product Manufacturing; and Motor Vehicle Body & Trailer Manufacturing.

Potential Industry Targets highlight emerging or underrepresented sectors that present opportunities for future investment and expansion. These include:

- **Construction:** Nonresidential Building Construction.
- **Manufacturing:** Animal Food Manufacturing.
- **Wholesale Trade:** Machinery, Equipment & Supplies Merchant Wholesalers; Grocery & Related Product Merchant Wholesalers.
- **Finance & Insurance:** Depository Credit Intermediation; Agencies, Brokerages, and Other Insurance Related Activities.
- **Professional, Scientific, & Technical Services:** Accounting, Tax Preparation, Bookkeeping, and Payroll Services.
- **Healthcare & Social Assistance:** Offices of Dentists; General Medical & Surgical Hospitals.

Supply Chain Industry Targets

(Regional Level)

The following industry sectors have been identified as regional-level **Supply Chain Industry Targets**, reflecting critical support roles that enhance and enable primary industry growth across the region:

Utilities

- Electric Power Generation, Transmission, and Distribution

Retail Trade

- Clothing and Clothing Accessories Stores

Transportation & Warehousing

- Freight Transportation Arrangement
-



- Couriers and Express Delivery Services

Finance & Insurance

- Nondepository Credit Intermediation
- Activities Related to Credit Intermediation
- Securities and Commodity Contracts Intermediation and Brokerage
- Other Financial Investment Activities
- Insurance Carriers

Real Estate & Leasing

- Offices of Real Estate Agents and Brokers
- Activities Related to Real Estate

Professional, Scientific, & Technical Services

- Legal Services
- Management, Scientific, and Technical Consulting Services

Administrative & Support & Waste Management & Remediation Services

- Office Administrative Services

Healthcare & Social Assistance

- Home Health Care Services

Accommodation & Food Services

- Traveler Accommodation
- Restaurants and Other Eating Places

Other Services (Except Public Administration)

- Personal and Household Goods Repair and Maintenance
 - Other Personal Services
 - Business, Professional, Labor, Political, and Similar Organizations
-

Talent and Workforce Development

We continue to **partner with state agencies** to design and implement talent attraction initiatives. Ongoing conversations with educational and workforce development leaders are helping us shape **training pathways** that specifically support the needs of not only our manufacturing sector but all sectors.

Business Support and Recruitment

- We are actively **engaging partners** to support local businesses and encourage small business development.
- We are working closely with **Global Site Location Industries (GSLI Solutions)** to attract business and industry; 5 active leads are being pursued up 2 from Q3
- **Nine Business Retention & Expansion (BRE) visits** have been completed, along with **One site visit**.
- **Assist in Site Selection & Leasing:** Help small businesses identify suitable, affordable locations by coordinating with local property owners.
- **Guide on Financing & Grants:** Connect businesses with local banks, credit unions, and nonprofit lenders; provide guidance on applying for small business loans, municipal grants, or state and federal funding programs

Community & Housing Development

Efforts continue across the county to support housing development, a vital component of our economic future. This includes ongoing discussions with Hannah-Keelan to explore opportunities for renewing the county-wide housing study, ensuring we remain competitive and well-positioned to access future funding for housing development projects.

Working with the communities of Wymore and Cortland specifically on community planning efforts is a collaborative process rooted in local values, vision, and resilience. These partnerships aim to empower residents, align resources, and create actionable plans that reflect each community's unique identity and long-term goals. By fostering inclusive engagement and strategic thinking, we help rural communities build capacity, strengthen infrastructure, and create sustainable pathways for growth and quality of life.

EDCC Certification Renewal – Awarded/Recertified, Designation is good for 5 years

We have **completed the application** and are now **awaiting results** for the **renewal of the City of Beatrice's Economic Development Certified Community (EDCC) Certification**. Sponsored by the Nebraska Diplomats, this certification signals to prospective employers and residents that Beatrice is well-prepared for economic



growth and offers a high quality of life. Currently, there are a mere **37 EDCC-designated communities** across Nebraska.

Business Retention and Expansion (BRE)

Business Retention and Expansion (BRE) visits are a cornerstone of effective economic development strategy. These visits allow economic developers to build strong relationships with existing businesses, gaining firsthand insight into their needs, challenges, and growth opportunities.

BRE visits demonstrate that the community is **invested in the long-term success of its employers.** These conversations help identify opportunities for expansion, workforce needs, supply chain gaps, and any barriers to growth—allowing communities to respond proactively and **retain valuable businesses.**

By focusing on retention, BRE efforts help **reinforce trust**, demonstrate ongoing support, and position the community as a partner in **business success.** This approach is essential for fostering long-term relationships, identifying actionable opportunities, and supporting sustainable economic growth.

BRE visits are critical for fostering long-term relationships, identifying actionable opportunities, and supporting sustainable economic growth.

Active Recruitment Projects

Pursuing economic development projects is essential to fostering long-term growth, creating quality jobs, and strengthening the local economy. Each lead represents a potential opportunity to attract new investment, expand the tax base, and enhance community vitality. However, the process of securing a project is often complex and can take anywhere from several months to multiple years, depending on factors such as industry, site readiness, workforce availability, and incentive negotiations. **Patience and trust are critical throughout this process**—trust among partners, stakeholders, and prospects, and the patience to allow relationships and opportunities to mature. **Sustained engagement, strategic follow-up, and collaboration are key to turning potential into lasting success.**

Recent economic volatility and ongoing uncertainty surrounding international tariffs have significantly impacted the momentum of business recruitment initiatives. Many companies are exercising increased caution with capital investments and expansion plans due to fluctuating costs, supply chain disruptions, and unclear long-term policy direction. As a result, several recruitment projects have stalled or slowed as businesses wait for greater clarity and stability in the economic and trade environment before making strategic commitments. This pause reflects a broader trend of risk aversion across industries amid uncertain global market conditions.

As of June 30, 2025, there are **17 active projects**: three locally originated, four from out of state, and ten initiated at the state level.



Last quarter, the NGage team hosted **One site visit**, for a company who continues to explore potential investment opportunities in our region.

Site visits are a critical step in the economic development process, serving as the bridge between interest and investment. They allow prospective businesses, site selectors, and decision-makers to experience a community firsthand—evaluating everything from infrastructure and site readiness to workforce availability, quality of life, and local partnerships.

During a site visit, communities have the opportunity to showcase their strengths, address any concerns in real time, and build relationships that go beyond spreadsheets and proposals. It's a chance to demonstrate a region's readiness, responsiveness, and long-term value as a business location.

Ultimately, **site visits help convert interest into commitment**, making them one of the most impactful tools in turning leads into active projects.

Our team is actively working to **close several recruitment opportunities**, in collaboration with existing employers, local stakeholders, state and regional partners, and site selectors nationwide.

Thank You We deeply appreciate your continued support of NGage. Your investment enables us to drive meaningful progress across Gage County. We look forward to sharing more successes in the months ahead.

Sincerely,

A handwritten signature in black ink that reads 'Rachel Kreikemeier'.

Rachel Kreikemeier
Executive Director, NGage
rachelk@ngagegroup.org



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

JULY 21, 2025

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 21st day of July, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on July 16, 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, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh

Absent: None

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

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 July 7, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,089,477.70.
- f. Approval of BASWA Report of Claims in the amount of \$1,389,332.85.
- g. Approval of BPW Report of Claims in the amount of \$1,423,956.56.
- h. Approval of Pay Request #6 in the amount of \$449,696.93, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
- i. Approval of Pay Request #6 in the amount of \$871,251.75, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- j. Approval of Change Order #2 increase in the amount of \$1,765.98 and Pay Request #1 in the amount of \$115,849.32, to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements.
- k. Resolution Number 7589 terminating the Water Tank Agreements between the City and Utility Service Co., Inc.
- l. Resolution Number 7590 executing any and all documents necessary to amend Exhibit "B" and Exhibit "C" of the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, between WAPA and the City.

m. Resolution Number 7591 executing Hangar Lease with Air Cowboy, LLC, for the purpose of leasing Hangar D-9 located at the Beatrice Municipal Airport.

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

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

MOTION CARRIED.

k – Moved by McLain, seconded by Ruh, that Resolution Number 7589 terminating the Water Tank Agreements between the City and Utility Service Co., Inc., be approved, accepted, and/or ratified as presented.

Councilmember Barnard inquired what this agreement was for. Tobias J. Tempelmeyer, City Administrator/General Manager, stated the City has partnered with Utility Service Co., Inc., for approximately thirteen (13) years for the maintenance of both water towers. The City wishes to partner with a new company and that agreement will be brought forward in a few weeks.

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

Resolution Number 7592 executing the Settlement Agreement and Mutual Release and any and all other documents necessary between the City and Joseph and Manalle Armstrong

Mayor Morgan introduced Resolution Number 7592 executing the Settlement Agreement and Mutual Release and any and all other documents necessary between the City and Joseph and Manalle Armstrong.

Moved by McLain, seconded by Barnard, that Resolution Number 7592 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this Settlement Agreement is for the ongoing litigation regarding the house fire in August 2021. The court ordered mediation with all parties and during the mediation Travelers, the City's insurance carrier, made the sole decision to settle this matter. Mayor Morgan reiterated it was the decision of Travelers to settle. Mayor Morgan noted there was no wrongdoing found in the actions taken by any of the City's Departments and employees involved. Mayor Morgan stated he believes we have an excellent Fire Department, Police Department, and Public Safety Dispatchers.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

No one appeared during public forum.

DISCUSSIONS/REPORTS

Main Street Quarterly Report

Virginia Gifford, Main Street Executive Director, presented the Main Street Quarterly Report to the Council. Gifford shared a handful of the Historic Preservation Month coloring pages submitted from some of the elementary school students. The Night of the Great Pumpkin is Main Street's next annual promotion and the date is yet to be determined. Main Street has conducted seventy-five (75) business visits in 2025. The downtown business directory is approximately fifty percent (50%) complete. Councilmember Doyle inquired what the directory will be used for and if it will be available to the public. Gifford explained the directory will be available to the public and will include a list of businesses downtown. Gifford noted the website update is on hold at this time. Fifty percent (50%) of the downtown properties have been inventoried in the Building Opportunities on Main Street (BOOMS) tracker. Two (2) business training workshops are scheduled, one (1) will be held July 28th and the other will be held August 25th. The first marketing workshop held was well received.

Main Street has started a monthly newsletter, which is sent to approximately 1,500 recipients. Gifford stated Main Street submitted a \$50,000 T-Mobile Grant application. If awarded, the funds will be used for additional Christmas lighting, event fencing, and alley mural lighting. Four (4) businesses have reached out and are in the planning/startup stages and four (4) businesses were opened during the last quarter. There have been five (5) commercial inquiries regarding renting or purchasing downtown properties and three (3) commercial properties are either currently undergoing renovations or have upcoming renovations scheduled.

Main Street received the Gage County Tourism Outstanding Campaign award for its Be@trice campaign. Gifford attended the Main Street America Conference in Philadelphia, PA and shared some events other communities have done.

Gifford shared with the Council two (2) local entrepreneurial girls who had the opportunity to participate during Ribfest with their lemonade stand. The girls were raising money for a Washington D.C. trip and it was a great way to involve the youth in participating in the community event.

There were two hundred forty-seven (247) attendees at the Beer & Wine Festival, some of them coming from Kansas, Oklahoma, Tennessee, and Texas. There were six hundred forty-three (643) participants at this year's Ribfest event, which was down approximately fifty percent (50%). The next event is the Taste of Downtown, scheduled for August 23rd, from 1:00-5:00 p.m.

City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Council. Tempelmeyer stated grading work is being completed at Corral Crossing and the waterline has been installed. The City is waiting for the contractor to submit their schedule for the 4th and 5th Street Downtown Improvement Project – 2025. Waters Edge assessed the current water park last week and the committee will be presented the report when it is complete. Councilmember Fairbanks inquired how the asbestos removal is going at Dempsters and Tempelmeyer stated the project is going smoothly. Councilmember Doyle inquired why the hangar project is on hold and Tempelmeyer noted the City is waiting for the release of the federal funding. Tempelmeyer further noted Merchant McIntyre reported there are only one (1) or two (2) employees' reviewing the federal grants to ensure they meet the current administration's requirements. This is the same reason there has been no movement on the RAISE grant.

ADJOURNMENT

The next regular City Council meeting is August 4, 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 6:26 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Bob Morgan, Mayor

City Claims approved as follows: *(Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies):* A T And T Mobility, Se, \$51.46; Abbott Portable Toilets, Se, \$125.00; All Copy Products, Se, \$498.58; American Public Works Association, Fe, \$245.00; Aqua-Chem, Inc, Su, \$330.00; Arbor Ink, Su, \$59.99; Baker And Taylor, Ex, \$45.16; Beatrice Area Solid Waste Agnc, Re, \$62,258.25; Beatrice Community Hospital, Se, \$1,009.13; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$248.10; Beatrice Ready Mixed, Su, \$14,871.50; Beatrice Sand And Gravel, Su, \$459.30; Black Hills Energy, Se, \$573.03; Board Of Public Works, Re, \$1,994.76; Bomgaars Supply Inc, Su, \$1,276.64; Brown's Shoe Fit Co, Su, \$100.00; Caleb Allen, Se, \$1,123.00; Cardmember Service, Ex, Fe, Se, Su, \$9,232.79; Carnegie Center Inc, Re, \$2,000.00; Carpenter Paper Co, Su, \$81.36; Cash-Wa Distributing, Su, \$3,763.24; Cather And Sons Construction, Inc, Su, \$752.25; Charter Communications, Se, \$33.48; City Motor Supply, Su, \$11.07; City Self Insured Health Plan, Re, \$208,000.00; City Treas. Petty Cash, Re, \$145.00; City Treasurer, Re, \$50,674.25; Clapper, Beverly, Re, \$260.43; Column Software Pbc, Fe, \$230.47; Danko Emergency Equipment Co, Su, \$670.00; Das State Acctg-Central Finance Ocio, Fe, \$45.00; Diode Communications, Se, \$404.95; Eakes, Inc, Su, \$1,411.55; Earl's Window Service, Se, \$94.00; Echo Group, Inc, Su, \$398.76; Exmark Manufacturing Co, Inc, Re, \$2,445.30; Farmers Cooperative, Su, \$7,488.17; First Wireless Inc, Se, \$874.53; Fossler Excavating, Ex, \$100,000.00; Gage Area Growth-Ngage, Re, \$39,181.13; Gage County Register Of Deeds, Fe, \$32.00; Gage County Treasurer, Fe, \$1,152.66; Genesis Contracting Group Llc, Ex, \$449,696.93; Hard Rock Quarries Llc, Su, \$808.25; Harris Decals Inc, Su, \$575.00; Heritage Landscape Supply Group, Su, \$209.60; Hometown Leasing, Se, \$659.26; Huls Body Shop Inc, Se, \$285.00; Ideus Tree Service, Se, \$1,000.00; Interstate Power Systems, Inc, Se, Su, \$27,451.65; J And B Window And

Graphics Inc, Se, \$104.00; Jeo Consulting Group Inc, Ex, \$25,057.50; Johnny's Welding Inc, Su, \$26.45; Jon's Outdoor Service, Se, \$67.00; Kieper, Kirsten D, Re, \$131.29; Klecans Diverse Service Llc, Se, \$812.50; Lammel Plumbing Inc, Su, \$23.09; Lampton Welding Supply Co., Inc, Su, \$676.00; Language Line Services, Se, \$108.22; Larry's Tire And Service Inc, Se, Su, \$438.10; M. E. Collins Contracting Co Inc, Ex, \$115,849.32; Macqueen Equipment Llc, Su, \$44.10; Mead Lumber And Rental-Beatrice, Su, \$156.85; Merchant McIntyre & Assoc Llc, Fe, \$8,000.00; Mid-Continental Restoration Co. Inc, Ex, \$12,374.00; Midwest Laboratories Inc, Se, \$7,748.35; Milke, Tyler, Re, \$54.60; Motorola Solutions, Inc, Fe, \$1,099.92; Nebraska Dept Of Agriculture, Fe, \$64.66; Nebraska Dept. Environment And Energy, Fe, \$11,925.75; Nebraska Dept. Of Revenue, Fe, \$161.91; Nebraska Fire Chiefs Association, Fe, \$25.00; Nebraska Investment Council, Fe, \$77.00; Nmc, Inc, Su, \$7,938.36; Norris Public Power District, Se, \$910.00; Nutrien Ag Solutions, Su, \$645.00; Oakview Veterinary Clinic, Su, \$216.48; O'reilly Auto Parts, Su, \$463.39; Pepsi Cola Of Lincoln, Su, \$831.53; Podany, Nicholas, Re, \$415.49; Precision Auto Tune Inc, Se, Su, \$743.74; Priority Printing, Su, \$443.12; Pruss Excavation Co, Ex, \$871,251.75; Refuse Inc, Su, \$2,050.00; Ricoh Usa Inc, Se, \$239.66; Ricoh Usa, Inc, Se, \$172.44; Rollins Inc, Se, \$215.00; Sack Lumber Company, Su, \$191.86; Sapp Brothers, Su, \$7,423.19; Savvik Buying Group, Su, \$247.96; Schuster's Outdoor And Rv Inc, Su, \$1,129.13; Sheridan Industries, Se, \$54.00; Southeast Community College, Fe, \$1,012.00; Southeast Nebr Development District, Fe, \$1,250.00; State Fire Marshal Training Division, Fe, \$50.00; Stryker Sales Corporation, Su, \$11.48; Sunny Smith, Se, \$810.00; Tractor Supply, Su, \$33.99; Transunion Risk And Alternative, Fe, \$75.00; Tri-County Credit Bulletin, Fe, \$168.30; Trizetto Provider Solutions, Se, \$113.09; Truck Center Companies, Su, \$1,734.46; Uhl's Sporting Goods, Su, \$54.00; Unifirst Corporation, Se, \$72.63; Van's Waterproofing Inc, Se, \$625.00; Verizon Wireless, Se, \$90.98; Visa, Su, \$1,772.77; Vogts Parga Construction Llc, Ex, \$388,877.95; Walker Uniform Rental, Se, \$94.46; Walmart Stores Inc, Su, \$163.47; Westlake Ace Hardware, Su, \$131.80; Windstream, Se, \$153.69; Witmer Public Safety Group, Inc, Su, \$110.00; Wrightsman Plbg And Heat Inc, Su, \$142.79; Zoellner Ford-Lincoln Of Beatrice, Se, \$318.00

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): All Copy Products Inc, Se, \$571.43; American Electric Power, SE, \$661,321.53; Baswa, Fe, \$12,208.95; Beatrice Iron And Metal, Su, \$89.95; Beatrice Ready Mixed, Su, \$3,522.24; Beatrice Valvoline Express Care, Se,Su, \$85.84; Black Hills Energy, Se, \$526.13; Bomgaars Supply Inc, Su, \$111.72; Border States Industries, Inc, Su, \$1,222.66; Bpw - Bond Reserve, Re, \$75,347.00; Bpw - Utilities, Se, \$25,266.05; Burroughs, Debbie, Re, \$24.08; Cardmember Service, Su, \$11.20; Carpenter Paper Company, Su, \$104.26; Caselle, Inc., Se, \$4,615.00; Charter Communications, Se, \$751.83; Cintas Loc 749, Su, \$85.44; City Motor Supply, Su, \$2.82; City Treasurer, Fe, \$131,248.21; Collection Associates Llc, Se, \$580.53; Column Software Pbc, Se, \$13.02; Dawgs Sports Specialties, Su, \$54.00; Diode Technologies Llc, Se, \$119.53; Echo Group, Inc., Su, \$298.21; Espersen, Dominic D, Re, \$46.00; Fannie Mae, Re, \$48.41; Fastenal Company, Su, \$403.85; Feltner, Tracy A, Re, \$48.00; Garcia, Dennis, Re, \$7.37; Gill, Tyler D, Re, \$41.00; Heartland Business Systems Llc, Se, \$420.00; Husker Electric Supply, Su, \$5,790.55; Ken's Pest Control, Se, \$80.63; Lammel Plumbing, Inc., Su, \$23.25; Lampton Welding Supply, Su, \$30.45; Landis And Gyr Technology, Inc., Se, \$4,361.67; Lincoln Winwater Works, Se, \$42.55; Macqueen Equipment Llc, Se,Su, \$388.28; Magnuson, Edwin, Re, \$30.09; Mead Lumber Company, Su, \$165.00; Municipal Supply, Inc. Of Omaha, Su, \$1,562.55; Ne Department Of Revenue, Fe, \$84,891.63; Nebraska Crane Inc, Se, \$2,300.00; Nebraska Health And Human Services, Re, \$597.41; Nebraska Power Review Board, Fe, \$2,132.01; Nebraska Public Power District, Se, \$22,556.48; Nextera Energy Resources, Se \$209,699.42; Noakes, Inc., Se, \$2,273.17; Norris Public Power District, Se, \$8,832.57; Olsson, Inc., Se, \$35,091.84; O'reilly Automotive, Inc., Su, \$168.05; Priority Printing, Se,Su, \$525.56; Production Creek, Llc, Se,Su, \$395.60; Quadiant Leasing Usa Inc, Se, \$5,476.47; Roehr's Machinery, Inc., Su, \$49.10; Sapp Bros. Petroleum, Inc., Su, \$4,795.89; Seweral Corporation, Se, \$25,000.00; Southeast Nebr Development District, Fe, \$2,500.00; Surnali Llc, Se, \$195.00; Tractor Supply Company, Su, \$428.30; Trojan Technologies Corp, Su, \$1,534.53; Tyndale Company, Inc., Su, \$332.12; Us Postmaster, Su, \$2,904.90; Usa Bluebook, Su, \$275.57; Visa, Su,Se, July 21, 2025

\$11,708.34; Wesco Distributing, Inc., Su, \$9,534.82; Western Area Power Administration, Se, \$57,867.10; Westlake Hardware, Inc., Su, \$219.40

MINUTES OF THE BEATRICE CITY COUNCIL WORK SESSION

A work session of the Beatrice City Council was held on the 21st day of July, 2025 at 4:30 p.m. at the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska.

ROLL CALL

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

Absent: None

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

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.

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

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

Nay: None

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

There were no resolutions.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

No one appeared at public forum.

DISCUSSIONS/REPORTS

There were no discussions/reports.

EXECUTIVE SESSION

Moved by McLain, seconded by Fairbanks, that the Beatrice City Council go into closed session at 4:31 p.m., for the protection of public interest to discuss contract negotiations and litigation.

Mayor Morgan announced that it has been Moved by McLain, seconded by Fairbanks, that the Beatrice City Council go into closed session at 4:31 p.m., for the protection of public interest to discuss contract negotiations and litigation.

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

MOTION CARRIED.

Reconvened at 5:47 p.m.

ADJOURNMENT

Moved by McLain, seconded by Doyle, that the meeting be adjourned at 5:47 p.m.

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

MOTION CARRIED.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND					
ADMINISTRATION					
1034	CHARTER COMMUNICATIONS	1290027030-JUL25	Cable charges/City - July 2025	07/09/2025	12.37
12490	COLUMN SOFTWARE PBC	7FF24556-0444	Notice of Mtg - 7/21/25	06/12/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0446	Notice of P&Z Mtg - 7/21/25	06/12/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0458	Notice of Public Hearing - Rash Land Acquisition	07/08/2025	14.16
12490	COLUMN SOFTWARE PBC	7FF24556-0459	Liquor License Renewal - 10 Pinz, Class C	07/10/2025	14.72
12490	COLUMN SOFTWARE PBC	7FF24556-0460	Liquor License Renewal - American Legion, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0461	Liquor License Renewal - BCC, Class C	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0462	Liquor License Renewal - Black Crow, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0463	Liquor License Renewal - 402, Class C	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0464	Liquor License Renewal - Mechanical Room, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0465	Liquor License Renewal - FOE Aerie, Class C	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0466	Liquor License Renewal - Country Cooking, Class C	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0467	Liquor License Renewal - Biggs, Class CK	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0468	Liquor License Renewal - Mom's Corner, Class C	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0469	Liquor License Renewal - Russ's, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0470	Liquor License Renewal - Tall Tree, Class CK	07/10/2025	15.86
12490	COLUMN SOFTWARE PBC	7FF24556-0471	Liquor License Renewal - Stone Hollow, Class CK	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0472	Liquor License Renewal - Sip & Spa, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0473	Liquor License Renewal - Brass Rail, Class CK	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0474	Liquor License Renewal - Michael J's, Class C	07/10/2025	15.29
12490	COLUMN SOFTWARE PBC	7FF24556-0475	Notice of Mtg Work Session - 7/21/2025	07/11/2025	10.19
12490	COLUMN SOFTWARE PBC	7FF24556-0476	Notice of Salary Publication	07/15/2025	44.17
12490	COLUMN SOFTWARE PBC	7FF24556-0477	Notice of Public Hearing - Pethoud Property Acquisiti	07/17/2025	11.89
12490	COLUMN SOFTWARE PBC	7FF24556-0478	CC Minutes - 7/7/25	07/18/2025	275.22
12490	COLUMN SOFTWARE PBC	7FF24556-0479	Notice of Public Hearing - LWCF application	07/21/2025	42.47
12490	COLUMN SOFTWARE PBC	HCWO5JBD-0004	Order f/Sale - Dempster parcel CI 25-69	07/08/2025	140.10
10370	DIODE TECHNOLOGIES LLC	14825	Labor - update Zulty phone system	07/25/2025	65.00
2940	Eakes, Inc.	9174032-0	Paper, calculator tape, counterfeit pens, folders, bind	07/22/2025	362.50
3700	GAGE COUNTY TREASURER	0009839000 2ND HALF 20	2024 2nd half property taxes - 708 Market	07/01/2025	82.91
3700	GAGE COUNTY TREASURER	0014714000 2ND HALF 20	2024 2nd half property taxes - 1902 Lincoln	07/01/2025	998.44
3700	GAGE COUNTY TREASURER	0014715000 2ND HALF 20	2024 1st half property taxes - 1908 Lincoln	07/01/2025	1,027.13
4670	JEO CONSULTING GROUP INC	163043	Project Mgmt f/SS4A ADA Transition Plan	07/23/2025	5,919.40
4670	JEO CONSULTING GROUP INC	163043	Pedestrian & Cyclist Facilities Assessment f/SS4A AD	07/23/2025	9,142.00
4670	JEO CONSULTING GROUP INC	163043	Architectural & Structural Assessment f/SS4A ADA Tr	07/23/2025	15,384.60
4670	JEO CONSULTING GROUP INC	163043	Final ADA Transition Plan f/SS4A ADA Transition Plan	07/23/2025	3,302.00
12223	KOLN TV	OUR TOWN BEATRICE - F	Our Town Beatrice marketing segment	07/24/2025	997.50
11311	Paymenttech	5707000-JUN25	Monthly CC Fees - City	06/30/2025	706.73
11312	Xpress Bill Pay	INV-X[R025115	Monthly CC Fees - City	06/30/2025	663.09
11312	Xpress Bill Pay	INV-X[R025115	Xpress Form Builder - Setup & Annual Fee	06/30/2025	3,323.14
Total ADMINISTRATION:					42,791.19
COMMUNITY DEVELOPMENT					
9610	VERIZON WIRELESS	6118504314	Community Development-Ipad services (2)	07/13/2025	80.02
Total COMMUNITY DEVELOPMENT:					80.02
POLICE ADMINISTRATION					
1440	BRAGG, ROBERT	913218	Animal Control Services	07/28/2025	5,000.00
2940	Eakes, Inc.	9175818-0	binder clips	07/24/2025	24.52
Total POLICE ADMINISTRATION:					5,024.52
POLICE COMMUNICATIONS					
12445	Centurylink Communications LLC	744613553	911 phones - Jul 16-Aug 15 2025	07/16/2025	1,126.34

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12445	Centurylink Communications LLC	744613553	Mech Vesta Bundle Jun 16-Jul 15 2025 - Auburn	07/16/2025	2,253.06
11267	DAS STATE ACCTG-CENTRAL FINANC	1487963	TELETYPE- July 2025	07/23/2025	614.40
2620	FIRST WIRELESS INC.	130790	Service contract annual maintenance	07/31/2025	874.53
2620	FIRST WIRELESS INC.	130792	Tower Rental	07/31/2025	165.00
9920	WINDSTREAM	090063150-JUL25	Crime Stoppers phone service	07/14/2025	89.10
9920	WINDSTREAM	092221690-JUL25	backup Dispatch phone line	07/18/2025	170.59
9920	WINDSTREAM	092227280-JUL25	911 Telephone Service	07/09/2025	158.17
9920	WINDSTREAM	092229158-JUL25	dispatch fax line	07/22/2025	77.65
Total POLICE COMMUNICATIONS:					5,528.84
POLICE PATROL					
12566	DATASHIELD CORPORATION	0168925	Shredding Service - PD - July 2025	07/14/2025	54.53
3140	EVIDENT CRIME SCENE PRODUCTS	252288A	1,000) DNA test kits	07/22/2025	325.23
3720	GALLS LLC	031995097	3) visor cap	07/22/2025	180.84
3720	GALLS LLC	032006636	1) visor cap	07/23/2025	60.30
3720	GALLS LLC	032022760	4) poly armorskin base shirt	07/24/2025	219.96
3720	GALLS LLC	032022760	9) sholder tab	07/24/2025	23.40
3720	GALLS LLC	032022760	1) 1s zippered shirt	07/24/2025	65.55
3720	GALLS LLC	032022760	Shipping	07/24/2025	19.24
7640	PRIORITY PRINTING	124975	Banner f/National Night Out	07/11/2025	54.00
7640	PRIORITY PRINTING	124992	60) "BE SMART" brochures f/National Night Out	07/18/2025	104.62
7690	PRODUCTION CREEK LLC	66146	3) embroidery of patch	01/28/2025	30.00
7690	PRODUCTION CREEK LLC	66146	3) sew patch to velcro	01/28/2025	15.00
7690	PRODUCTION CREEK LLC	66146	1) velcro backing f/service bars	01/28/2025	15.00
9610	VERIZON WIRELESS	6118268599	Police AVL Cards	07/10/2025	560.22
9610	VERIZON WIRELESS	6119039562	Undercover Phones & data	07/20/2025	119.83
Total POLICE PATROL:					1,847.72
FIRE ADMINISTRATION					
12566	DATASHIELD CORPORATION	0168924	Shredding Service - Fire - July 2025	07/14/2025	54.53
9610	VERIZON WIRELESS	6119005943	Cell phone service - Fire	07/20/2025	40.01
9920	WINDSTREAM	092071685-JUL25	Fire Alarm Phone Lines	07/22/2025	211.93
Total FIRE ADMINISTRATION:					306.47
FIRE SUPPRESSION					
9610	VERIZON WIRELESS	6118268599	Fire AVL Card	07/10/2025	40.01
9610	VERIZON WIRELESS	6119005943	Cell phone service - Fire	07/20/2025	40.01
9730	WALKER UNIFORM RENTAL	1419701	SHOP TOWEL SERVICE	07/24/2025	26.70
Total FIRE SUPPRESSION:					106.72
FIRE AMBULANCE					
1420	BOUND TREE MEDICAL LLC	85833927	5) IV start kit w/tegaderm	07/07/2025	722.50
1420	BOUND TREE MEDICAL LLC	85833927	2) autoguard protective IV catheter	07/07/2025	259.00
2010	CITY MOTOR SUPPLY	910895	100) butt connectors f/M2	07/15/2025	103.50
2010	CITY MOTOR SUPPLY	910979	4) 2.5-gal DEF	07/19/2025	51.96
2850	DIVE RESCUE INTERNATIONAL	INV199933	Registration f/Swift Water I & II - Kinghorn, Kotinek	07/21/2025	2,000.00
12543	KINGHORN, TYLER	REIMB JUL25	Reimb. 3) meals f/Swift Water I & II Training	07/23/2025	86.93
12543	KINGHORN, TYLER	REIMB JUL25	Reimb. fuel f/Swift Water I & II Training	07/23/2025	154.46
12543	KINGHORN, TYLER	REIMB JUL25	Reimb. hotel f/Swift Water I & II Training	07/23/2025	888.34
5110	LAMPTON WELDING SUPPLY Co., INC	0020242480	Medical Oxygen	07/23/2025	201.68
11724	North Central Ambulance Sales	0045425	4) warning lights f/M2	07/15/2025	501.86
9610	VERIZON WIRELESS	6118268599	Fire AVL Card	07/10/2025	40.01
9610	VERIZON WIRELESS	6119005943	Cell phone service - Fire	07/20/2025	117.40

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FIRE AMBULANCE:					5,127.64
PUBLIC PROPERTIES					
12352	ASSA ABLOY ENTRANCE SYSTEMS U	SEI 1883045	Labor - 1 hr traveling time	07/15/2025	165.00
12352	ASSA ABLOY ENTRANCE SYSTEMS U	SEI 1883045	Labor - secure arm assy w/locktite f/Senior Center	07/15/2025	165.00
12352	ASSA ABLOY ENTRANCE SYSTEMS U	SEI 1883045	Supplies & hardware f/Senior Center	07/15/2025	49.00
980	BEATRICE IRON AND METAL CO	106957	12) 1-qt oil	07/18/2025	59.40
980	BEATRICE IRON AND METAL CO	107107	2) oil filter f/gator	07/24/2025	25.78
980	BEATRICE IRON AND METAL CO	107135	9) mini bulb	07/25/2025	5.04
1010	BEATRICE MECHANICAL SERV INC	217801	Labor - install & program Variable Frequency Drive f/	07/22/2025	200.00
1010	BEATRICE MECHANICAL SERV INC	217801	Supplies - Variable Frequency Drive f/Aud fluid cooler	07/22/2025	906.48
1010	BEATRICE MECHANICAL SERV INC	217888	Compressor f/Aud water source heat pump	07/22/2025	1,680.00
870	Beatrice Ready Mixed	1B 50510	10) rake handle	07/11/2025	355.00
870	Beatrice Ready Mixed	3B 1829	credit - return 9) rake handle	07/11/2025	340.00-
1350	BOARD OF PUBLIC WORKS	PROB. UTIL. APR-JUN25	Probation Utilities - Apr-Jun25	07/29/2025	1,065.78
12095	Bomgaars Supply Inc	475927	6" shockwave insert bit f/irrigation repairs	06/17/2025	5.99
12095	Bomgaars Supply Inc	477965	1) lawn mower wheel	06/23/2025	14.99
7100	Buchheit	26102771	40) mulch f/Gage County Depot	07/17/2025	119.60
7100	Buchheit	26102790	50) mulch f/Gage County Depot	07/17/2025	149.50
7100	Buchheit	26102810	10) mulch f/Gage County Depot	07/17/2025	29.90
7100	Buchheit	26103721	8) mulch f/PD	07/28/2025	23.92
12214	Cary's Cleaning	6456	Office cleaning - July 2025 f/Library	07/25/2025	2,200.00
12214	Cary's Cleaning	6457	Office cleaning - July 2025 f/FD	07/25/2025	1,496.00
12214	Cary's Cleaning	6458	Office cleaning - July 2025 f/PD	07/25/2025	1,716.00
2010	CITY MOTOR SUPPLY	910835	electrical connector f/Riverside campground	07/11/2025	26.33
2010	CITY MOTOR SUPPLY	911082	oil filter f/Exmark 96	07/24/2025	9.08
2010	CITY MOTOR SUPPLY	911082	4) oil f/Exmark 96	07/24/2025	23.96
10370	DIODE TECHNOLOGIES LLC	14814	Labor - correct wiring f/Senior Center handicap door	07/18/2025	126.00
4700	ECHO GROUP, INC	S011310411.001	electrical supplies f/HP dugout	07/22/2025	41.10
2960	J AND B WINDOW AND GRAPHICS INC	07152025	Clean windows f/PD	07/15/2025	50.00
2960	J AND B WINDOW AND GRAPHICS INC	07152025	Clean Windows F/BPW Bldg	07/15/2025	54.00
4770	JOHNNY'S WELDING INC.	279866	17") 5/8" hose f/bobcat	07/08/2025	11.39
4770	JOHNNY'S WELDING INC.	279866	3) hose fittings f/bobcat	07/08/2025	144.48
4770	JOHNNY'S WELDING INC.	279866	Labor to make hose f/bobcat	07/08/2025	7.00
11503	Johnstone Supply	2347207	supplies f/Aud ac	07/21/2025	155.07
11503	Johnstone Supply	2347250	filter drier f/Aud ac unit	07/21/2025	100.60
5100	LAMMEL PLUMBING INC	84070	Supplies f/Chautauqua Park Pickleball Court Waterfo	07/23/2025	99.54
5160	LARRY'S TIRE AND SERVICE INC.	143273	Labor - tire repair f/dumptruck	07/23/2025	30.00
5160	LARRY'S TIRE AND SERVICE INC.	143279	Labor - R&R 1) tire f/Exmark 96	07/25/2025	10.00
5160	LARRY'S TIRE AND SERVICE INC.	143279	Supplies - 1) tire f/Exmark 96	07/25/2025	161.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12344693	bulk fasteners f/Library garden fence	07/18/2025	137.43
5690	MEAD LUMBER AND RENTAL-BEATRI	12346456	5) epoxy adhesive f/Library garden fence	07/18/2025	167.95
12144	Riverside Power Sports LLC	2697	oil filter f/gravelly mower	07/18/2025	16.34
8260	SAPP BROTHERS	IN4789130	120.0 gal ULSD #2 Dyed Summer Diesel @ 2.67493	07/22/2025	321.00
8260	SAPP BROTHERS	IN4792695	50.0 gal ULSD #2 Dyed Summer Diesel @ 2.674988	07/25/2025	133.75
8320	Schmale Lawn and Landscape	CLIP14545	Mowing June & July 2025 f/BPW Service Center	07/28/2025	240.00
8320	Schmale Lawn and Landscape	CLIP14547	Mowing June & July 2025 f/Aud	07/28/2025	192.00
8370	SCHUSTER'S OUTDOOR AND RV INC.	31639	spring, lynch pin, scrat decal f/96	06/26/2025	30.68
8370	SCHUSTER'S OUTDOOR AND RV INC.	31727	2) double sheave f/Exmark 96	07/16/2025	297.98
8370	SCHUSTER'S OUTDOOR AND RV INC.	31727	2) spindle and seal asy f/Exmark 96	07/16/2025	135.66
8370	SCHUSTER'S OUTDOOR AND RV INC.	31727	2) cutter housing asy f/Exmark 96	07/16/2025	295.98
8370	SCHUSTER'S OUTDOOR AND RV INC.	31727	bearing guard f/Exmark 96	07/16/2025	9.58
8370	SCHUSTER'S OUTDOOR AND RV INC.	31738	double sheave f/96	07/18/2025	168.03
8510	SHERWIN-WILLIAMS CO.	0631-0	Problock f/S 6th Street	07/24/2025	14.69
3058	SiteOne Landscape Supply, LLC	156169111-001	15) 50-lb grass seed f/grounds	07/17/2025	1,257.29
3058	SiteOne Landscape Supply, LLC	156460065-001	22) 50-lb mound clay f/ballfields	07/24/2025	423.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12521	SUNNY SMITH	JUL15 2025 - JUL25 2025	Office cleaning f/Aud offices	07/25/2025	450.00
12521	SUNNY SMITH	JUL15 2025 - JUL25 2025	Office cleaning f/BPW offices	07/25/2025	450.00
9270	TRAUERNICHT TREE SERVICE LLC	07202025	Remove & cleanup trees @ Riverside & Chautauqua	07/20/2025	1,300.00
9760	Westlake Ace Hardware	10356607	10) mulch f/Vet's Park	07/09/2025	53.90
9760	Westlake Ace Hardware	10356658	2) 1-gal ammonia	07/15/2025	8.26
9760	Westlake Ace Hardware	10356678	2) reciprocating blade	07/16/2025	76.48
9760	Westlake Ace Hardware	10356725	3-cs) 2-cycle engine oil	07/18/2025	78.27
9760	Westlake Ace Hardware	10356725	3) flap disc	07/18/2025	35.07
9760	Westlake Ace Hardware	10356725	marking flags	07/18/2025	12.59
9760	Westlake Ace Hardware	10356793	ammonia, 4) toilet bowl cleaner, 3) windex, 3) paper t	07/24/2025	70.81
9760	Westlake Ace Hardware	10356800	quikrete concrete repair	07/24/2025	6.29
Total PUBLIC PROPERTIES:					17,524.96
PP-WATER PARK					
11323	AQUA-CHEM, INC.	00209045	Chemicals f/ Pool	07/02/2025	2,080.00
11323	AQUA-CHEM, INC.	00209316	Chemicals f/ Pool	07/16/2025	1,458.50
1740	CASH-WA DISTRIBUTING	14690683	concessions	07/18/2025	477.73
1740	CASH-WA DISTRIBUTING	14701103	concessions	07/29/2025	451.72
540	DONNA G ARENA	REIMB JUL25	Prizes f/Pepsi Days	07/12/2025	192.96
12277	Malchow, Heather	REIMB. SUIT 2025	Reimb. swimsuit f/Autumn - 2025	07/25/2025	47.42
9700	WALMART STORES INC.	03615	10) lounge chairs	07/15/2025	360.00
9700	WALMART STORES INC.	03943	Prizes f/Pepsi Days	07/15/2025	93.04
9700	WALMART STORES INC.	05216	Prizes f/Pepsi Days	07/15/2025	226.52
9920	WINDSTREAM	090051577-JUL25	Water Park phone service - July 2025	07/14/2025	124.00
Total PP-WATER PARK:					5,511.89
LIBRARY					
730	Baker and Taylor	2039152768	11) Titles & Freight	06/24/2025	188.13
730	Baker and Taylor	2039175254	7) Titles & Freight	07/08/2025	118.44
730	Baker and Taylor	2039178155	6) Titles & Freight	07/08/2025	103.16
730	Baker and Taylor	2039196763	9) Titles & Freight	07/21/2025	163.60
730	Baker and Taylor	2039196961	2) Titles & Freight	07/21/2025	26.04
780	BARNES AND NOBLE BOOKSTORES I	6994	5) Titles	07/15/2025	79.16
7120	OVERDRIVE	CD0141925226913	Deposit on account f/ content credit	07/23/2025	1,000.00
7120	OVERDRIVE	CD0141925226913	Deposit on account f/ content credit	07/23/2025	1,000.00
11255	Reef Tectonics, Inc.	42705	Regular Aquarium Maintenance	07/12/2025	73.00
11255	Reef Tectonics, Inc.	42705	Regular Aquarium Maintenance	07/12/2025	73.00
11255	Reef Tectonics, Inc.	42705	Gin Penguin cart size C	07/12/2025	13.49
9920	WINDSTREAM	092151344-JUL25	Library Phone Service	07/24/2025	98.70
Total LIBRARY:					2,936.72
Total GENERAL FUND:					86,786.69
STREET FUND					
STREET FUND					
980	BEATRICE IRON AND METAL CO	107036	6)4in I-Beam@12.05/ft(cust#1074	07/22/2025	72.30
870	Beatrice Ready Mixed	1B 50612	1ga)Confilm 5gal @175.00	07/21/2025	175.00
870	Beatrice Ready Mixed	1B 50612	2)18x3.5 Vev Redwood Float@12.75	07/21/2025	25.50
870	Beatrice Ready Mixed	1B 50613	2)3/4" Bronz Grvr Attachment@38.93	07/21/2025	77.86
870	Beatrice Ready Mixed	B1 734607	8.50cy)47B1S383500HW @192.50 (25/grant	07/16/2025	1,636.25
870	Beatrice Ready Mixed	B1 734759	1)47B1S383500HW @192.50	07/18/2025	192.50
870	Beatrice Ready Mixed	B1 735156	1cy)47B1S383500HW @192.50	07/23/2025	192.50
870	Beatrice Ready Mixed	B1 735340	7cy)47B1S383500HW@192.50	07/25/2025	1,347.50
3049	Beatrice Sand and Gravel	S1 206801	33.79tn)Screenings @14.80	07/22/2025	500.10

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1270	BLUE VALLEY DOOR CO. INC	45031	SERVICE CALL	07/09/2025	210.00
1270	BLUE VALLEY DOOR CO. INC	45031	Lube & Adjust	07/09/2025	7.00
1790	CATHER AND SONS CONSTRUCTION,	64143-IN	30.08tn Asphalt@75.00 7/1/25	07/03/2025	2,256.00
1790	CATHER AND SONS CONSTRUCTION,	64143-IN	29.47 Asphalt@75.00 7/2/25	07/03/2025	2,210.25
2460	CORNHUSKER STATE INDUSTRIES	1486518	2)Beatrice FFA 18x18@15.65	07/15/2025	31.30
2460	CORNHUSKER STATE INDUSTRIES	1486521	4)Sign,Stop Ahead, adv traffic 30x30@65.75	07/15/2025	263.00
2460	CORNHUSKER STATE INDUSTRIES	1486521	2)Train Crossing left 36x36 @100.75	07/15/2025	201.50
2460	CORNHUSKER STATE INDUSTRIES	1486521	2)Diagonal Train Crossing 36x36@100.75	07/15/2025	201.50
2460	CORNHUSKER STATE INDUSTRIES	1486522	6)Sign Speed limit 35 24x30@36.35	07/15/2025	218.10
2460	CORNHUSKER STATE INDUSTRIES	1486522	6)Center st 66x18@72.05	07/15/2025	432.30
4770	JOHNNY'S WELDING INC.	278940	1)Steel Plate 44x64x1 @1042.31	07/18/2025	1,042.31
4770	JOHNNY'S WELDING INC.	278940	1)Steel Plate 6x64x1@138.67	07/18/2025	138.67
4770	JOHNNY'S WELDING INC.	278940	Labor - cut plate	07/18/2025	150.00
4770	JOHNNY'S WELDING INC.	279871	Labor-rear hinge	07/09/2025	1,450.00
4770	JOHNNY'S WELDING INC.	279871	Completer Hinge @267.25	07/09/2025	267.25
5110	LAMPTON WELDING SUPPLY Co., INC	0020237922	1cyl)MC Prest-o-Lite Acetylene@33.39	07/10/2025	33.39
5110	LAMPTON WELDING SUPPLY Co., INC	0020237922	1cyl)R Oxygen @16.25	07/10/2025	16.25
5110	LAMPTON WELDING SUPPLY Co., INC	0020237922	2)Flap Disc@9.058	07/10/2025	18.12
5110	LAMPTON WELDING SUPPLY Co., INC	0020237922	Hazmat Fee	07/10/2025	7.70
5110	LAMPTON WELDING SUPPLY Co., INC	0020237922	1)Cyl Requal chg	07/10/2025	1.25
12600	M. E. COLLINS CONTRACTING CO INC	PMT 2	Lincoln Street Improvements 2025	07/30/2025	205,755.46
5690	MEAD LUMBER AND RENTAL-BEATRI	12364013	4)L70z Framing Angle 7"@6.16	07/23/2025	24.64
5690	MEAD LUMBER AND RENTAL-BEATRI	12364013	1)2" Quadrex Screws 5lb@2975	07/23/2025	29.75
3012	Neenah Foundry Company	190158	2)Inlet Frame@904.00	07/17/2025	1,808.00
3012	Neenah Foundry Company	190158	Handling	07/17/2025	21.00
11729	Nutrien Ag Solutions	57640217	10 ga) MEC Aminie-D 2x2.5ga@38.50	07/17/2025	385.00
2066	Rose Equipment Inc	19006	4)Nozzle,Tack	06/06/2025	84.92
2066	Rose Equipment Inc	19006	Freight	06/06/2025	19.72
12369	Sta-Bilt Construction	1904	Armor Coating Various Locations - FY25	07/15/2025	56,773.88
9260	TRACTOR SUPPLY	450947	1)Spray Tank Cleaner @9.99	07/16/2025	9.99
9260	TRACTOR SUPPLY	451515	2)Servus MNS Permium PVC Knee Brown@34.99	07/21/2025	69.98
9260	TRACTOR SUPPLY	451515	1)ShkSpr 105x180ft Bllstc twst @19.99	07/21/2025	19.99
9260	TRACTOR SUPPLY	743352	1)Servus MNS Permium PVC Knee Brown@34.99-re	07/21/2025	34.99-
9260	TRACTOR SUPPLY	743352	1)Servus Unisex Knee Promo @24.99	07/21/2025	24.99
9260	TRACTOR SUPPLY	743352	Sales Tax	07/21/2025	1.87
9260	TRACTOR SUPPLY	743504	1)Servus Unisex Knee Promo @24.99(correct tax)	07/24/2025	24.99-
9260	TRACTOR SUPPLY	743504	Sales tax	07/24/2025	1.87-
9260	TRACTOR SUPPLY	743506	1)Servus Unisex Knee Promo @24.99	07/24/2025	24.99
Total STREET FUND:					278,367.73
Total STREET FUND:					278,367.73
KENO/LOTTERY FUND					
KENO FUND					
6520	NEBR DEPT OF REVENUE	KENO-JUN25	2ND QTR KENO LOTTERY TAX - 2025	07/24/2025	5,541.00
Total KENO FUND:					5,541.00
Total KENO/LOTTERY FUND:					5,541.00
AIRPORT FUND					
AIRPORT-GENERAL					
11281	Black Hills Energy	2208569044-JUL25	Airport Gas Service	07/09/2025	48.55
2100	CITY SERVICE VALCON LLC.	0865967	8,005 gal Jet A fuel @ 3.053392	07/14/2025	24,442.40
6170	STATE OF NEBRASKA	1486283	MONTHLY AWOS/VOR	07/01/2025	818.33
9850	UNIFIRST CORPORATION	1910093005	LAUNDER MATS & SHOP TOWELS	07/28/2025	75.26

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total AIRPORT-GENERAL:					25,384.54
Total AIRPORT FUND:					25,384.54
BEATRICE AREA SOLID WASTE AGNC					
BASWA					
980	BEATRICE IRON AND METAL CO	106861	oil filter, air filter f/side by side	07/16/2025	41.77
980	BEATRICE IRON AND METAL CO	106900	2) air filter f/924	07/17/2025	278.43
980	BEATRICE IRON AND METAL CO	106900	2) cabin air filter f/924	07/17/2025	188.80
980	BEATRICE IRON AND METAL CO	106935	2) switch f/924	07/17/2025	12.28
980	BEATRICE IRON AND METAL CO	107146	2) air element f/case tractor	07/25/2025	113.44
980	BEATRICE IRON AND METAL CO	107166	1) oil filter f/case tractor	07/25/2025	13.48
1700	CARPENTER PAPER CO.	412409	1-cs) paper towel roll	07/17/2025	35.06
1900	CHAMPLIN TIRE RECYCLING INC.	169903	1.99 tn) tire disposal	07/24/2025	378.10
2010	CITY MOTOR SUPPLY	911077	retrieving tools jaw	07/24/2025	36.99
12221	GB Auto Service Inc	511711184	Labor - 1) flat repair f/dumptruck	07/21/2025	60.00
12221	GB Auto Service Inc	511711184	Labor - 2) tire mount f/dumptruck	07/21/2025	70.00
12221	GB Auto Service Inc	511711184	Supplies - 2) tire f/dumptruck	07/21/2025	752.80
12592	GENESIS CONTRACTING GROUP LLC	PMT 7	Site Entrance Facility	07/29/2025	423,299.88
12505	HARD ROCK QUARRIES LLC	5997	26.81 tn) 1 1/2" screened limestone	07/14/2025	670.25
12591	Interstate Power Systems, Inc	R023063682.01	Labor - R&R hydraulic lines f/755	07/18/2025	2,250.00
12591	Interstate Power Systems, Inc	R023063682.01	Supplies - custom hydraulic lines f/755	07/18/2025	1,006.43
12591	Interstate Power Systems, Inc	R023063682.01	Supplies - hydraulic fluid f/755	07/18/2025	649.92
12591	Interstate Power Systems, Inc	R023063682.01	Misc Charges	07/18/2025	200.00
12591	Interstate Power Systems, Inc	R023063688.01	Labor - R&R joystick controls f/963D	07/17/2025	1,575.00
12591	Interstate Power Systems, Inc	R023063688.01	Misc Charges	07/17/2025	226.33
12591	Interstate Power Systems, Inc	R023063715.01	Labor - manual regen f/826K	07/18/2025	506.25
12591	Interstate Power Systems, Inc	R023063715.01	Misc Charges	07/18/2025	108.19
5160	LARRY'S TIRE AND SERVICE INC.	143280	Labor - 2) dismount/mount f/Red pickup	07/25/2025	30.00
6430	NMC, INC	CUI1507169	joystick controls f/963	07/17/2025	985.28
6430	NMC, INC	CUI1507929	fuel filter	07/18/2025	90.58
7060	O'REILLY AUTO PARTS	0749-486975	oil filter f/side by side	07/16/2025	16.69
7060	O'REILLY AUTO PARTS	0749-486975	3) 1-qt oil f/side by side	07/16/2025	22.47
7060	O'REILLY AUTO PARTS	0749-487525	2) fuel filter f/826	07/18/2025	43.24
8260	SAPP BROTHERS	IN4785943	1,285.0 gal ULSD #2 Dyed Summer Diesel @ 2.6749	07/16/2025	3,437.38
11450	TSYS Merchant Solutions	11573762-JUN25	monthly credit card fees	06/30/2025	1,179.71
9730	WALKER UNIFORM RENTAL	1417261	UNIFORM SERVICE	07/10/2025	42.81
9730	WALKER UNIFORM RENTAL	1418476	UNIFORM SERVICE	07/17/2025	42.81
9730	WALKER UNIFORM RENTAL	1419704	UNIFORM SERVICE	07/24/2025	41.06
9920	WINDSTREAM	090048686-JUL25	Landfill Telephone Service	07/14/2025	137.21
Total BASWA:					438,542.64
Total BEATRICE AREA SOLID WASTE AGNC:					438,542.64
CAPITAL IMP FUND					
CAPITAL IMPROVEMENTS-GENERAL					
4670	JEO CONSULTING GROUP INC	161768	Residential Development f/Lincoln Site - Bidding & N	06/06/2025	178.75
Total CAPITAL IMPROVEMENTS-GENERAL:					178.75
Total CAPITAL IMP FUND:					178.75
SANITATION FUND					
1270	BLUE VALLEY DOOR CO. INC	45197	overhead door (installed) with LiftMaster	07/18/2025	6,394.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12103	Firstar Fiber Inc	0015593-IN	June 2025 Recycling Tipping Fee	06/30/2025	4,008.45
12300	Klecans Diverse Service LLC	631	Labor - cleaned condensor and charge air cooler	06/23/2025	425.00
12300	Klecans Diverse Service LLC	654	Labor - cab blower motor inop	07/21/2025	462.50
12223	KOLN TV	OUR TOWN BEATRICE -	Our Town Beatrice marketing segment	07/24/2025	997.50
12084	One Source Parts, LLC	1041362	4) switch cover	07/21/2025	36.33
7060	O'REILLY AUTO PARTS	0749-487205	2) 1-gal antifreeze	07/17/2025	45.98
7060	O'REILLY AUTO PARTS	0749-487607	alternator	07/18/2025	133.68
7060	O'REILLY AUTO PARTS	0749-487607	Core charge f/alternator	07/18/2025	40.00
7060	O'REILLY AUTO PARTS	0749-487724	credit - return core f/alternator	07/19/2025	40.00-
7060	O'REILLY AUTO PARTS	0749-487724	2) 1-qt oil	07/19/2025	12.98
11311	Paymentech	5707000-JUN25	Monthly CC Fees - Sanitation	06/30/2025	706.73
12460	Refuse Inc.	2238	6) 2-yd rear load dumpster, brown	07/03/2025	4,590.00
8260	SAPP BROTHERS	IN4788352	1,457.6 gal ULSD #2 Clear Summer Diesel @ 2.9739	07/21/2025	4,334.90
12081	Sierra Container Group	10729	60) green lids f/yard waste carts	07/08/2025	1,281.52
9260	TRACTOR SUPPLY	452099	bulk fasteners	07/26/2025	3.70
11678	Truck Center Companies	XA108183722.01	air panal ventilation, air filter, oil filter	07/17/2025	101.81
11678	Truck Center Companies	XA108183723.01	air panal ventilation, air filter, oil filter	07/17/2025	101.81
11678	Truck Center Companies	XA108183897.01	particulate filter kit	07/18/2025	3,346.46
11678	Truck Center Companies	XA108183898.01	inlet catalyst module	07/22/2025	4,350.38
11678	Truck Center Companies	XA108183898.01	core charge f/inlet catalyst module	07/22/2025	437.50
11678	Truck Center Companies	XA108183898.01	freight	07/22/2025	100.00
11678	Truck Center Companies	XA108184096.01	3) hydraulic filter	07/24/2025	62.67
11678	Truck Center Companies	XA108184150.01	compressor, ac condenser, service evaporator asy	07/21/2025	809.66
9610	VERIZON WIRELESS	6118268599	3) MARS tablet	07/10/2025	120.03
11312	Xpress Bill Pay	INV-X[R025115	Monthly CC Fees - Sanitation	06/30/2025	663.09
Total :					33,526.68
Total SANITATION FUND:					33,526.68
COMBINED CASH FUND					
12642	D & J ENTERPRISES	REFUND	Refund MARS AR 6156 - overpayment	07/22/2025	195.68
Total :					195.68
Total COMBINED CASH FUND:					195.68
Grand Totals:					868,523.71

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
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Dated: _____

Mayor: _____

City Council: _____

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Beatrice Iron and Metal				
106831	07/15/2025	1)Thrd Stud Batt@153.76(cust#1072)	ELECTRIC FUND	153.76
106831	07/15/2025	Sales Tax	ELECTRIC FUND	11.53
107013	07/22/2025	1)Cab Air Element@19.35(cust#1072)	ELECTRIC FUND	19.35
107013	07/22/2025	Sales Tax	ELECTRIC FUND	1.45
Total Beatrice Iron and Metal:				186.09
Beatrice Ready Mixed				
1B 50682	07/24/2025	10)#4 Stock Rebar Garde 60@10.75	WATER FUND	107.50
1B 50682	07/24/2025	Sales Tax	WATER FUND	8.06
B1 734718	07/17/2025	3.50cy)Sand Fill & Water @63.00	WATER FUND	220.50
B1 734718	07/17/2025	Sales Tax	WATER FUND	16.54
B1 734760	07/18/2025	.50cy)SGAE3500@188.00	WATER FUND	94.00
B1 734760	07/18/2025	Sales Tax	WATER FUND	7.05
B1 734993	07/21/2025	5cy)Sand Fill & Water @63.00	WATER FUND	315.00
B1 734993	07/21/2025	Sales Tax	WATER FUND	23.63
Total Beatrice Ready Mixed:				792.28
Bomgaars Supply Inc				
487502	07/23/2025	1)Fexible Coupling @6.99	WATER FUND	6.99
487502	07/23/2025	Sales Tax	WATER FUND	.52
487750	07/24/2025	1)Chop Saw @239.99	WATER FUND	239.99
487750	07/24/2025	Sales Tax	WATER FUND	18.00
489020	07/28/2025	4)Disposable Gloves@14.99	WATER FUND	59.96
489020	07/28/2025	1)Raid andt & roach @5.99	WPC	5.99
Total Bomgaars Supply Inc:				331.45
Border States Industries, Inc				
930714445	07/09/2025	2)BOLT MACH GALV 5/8 X 16(finish po 11102)	ELECTRIC FUND	7.38
930781382	07/21/2025	41)CLAMP SERVICE WEDGE 1/0 W20-1	ELECTRIC FUND	307.64
930789470	07/22/2025	25)KL69-1 ALCU Comp Splice@4.03	ELECTRIC FUND	100.75
930789470	07/22/2025	Sales Tax	ELECTRIC FUND	5.54
Total Border States Industries, Inc:				421.31
Call Management Resources				
25072923178397	07/29/2025	After Hours Call Service St	ELECTRIC FUND	207.41
25072923178397	07/29/2025	After Hours Call Service Elec	ELECTRIC FUND	207.40
25072923178397	07/29/2025	After Hours Call Service Water	WATER FUND	207.40
25072923178397	07/29/2025	After Hours Call Service Sewer	WPC	207.40
Total Call Management Resources:				829.61
Cary D Udell				
6459	07/25/2025	Service Center Cleaning for July 2025	ELECTRIC FUND	945.00
6459	07/25/2025	Sales Tax	ELECTRIC FUND	70.88
6460	07/25/2025	Office Cleaning WPC for July25	WPC	360.00
Total Cary D Udell:				1,375.88
CINTAS LOC 749				
4237633382	07/22/2025	Uniform Cleaning/Rental WPC	WPC	42.72
4238360578	07/29/2025	Uniform Cleaning/Rental WPC	WPC	42.72

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total CINTAS LOC 749:				85.44
City Motor Supply				
911079	07/24/2025	1)Blowgun@17.29	WPC	17.29
911079	07/24/2025	1)Adapter @1.18	WPC	1.18
911079	07/24/2025	1)Swiv Ada@2.28	WPC	2.28
911079	07/24/2025	1)Brk Lin@5.02	WPC	5.02
911079	07/24/2025	1)Brake Li@12.43	WPC	12.43
911079	07/24/2025	1)Brake Li@10.56	WPC	10.56
911079	07/24/2025	4)Hos Clmp @.65	WPC	2.60
911079	07/24/2025	4)Hos Clmp@.66	WPC	2.64
911081	07/24/2025	2)M Interc@2.42	WPC	4.84
911133	07/28/2025	2)Cable Tie @5.19	WPC	10.38
Total City Motor Supply:				69.22
Column Software PBC				
7FF24556-0445	06/12/2025	Notice of Meeting 7/30/25	WATER FUND	13.02
Total Column Software PBC:				13.02
DataShield Corporation				
0168923	07/14/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50
0168923	07/14/2025	Fuel Surcharge	ELECTRIC FUND	5.03
Total DataShield Corporation:				54.53
Echo Group, Inc.				
S011280384 001	07/21/2025	1)CTX PVC End Cap 1" @2.16 (sub1	ELECTRIC FUND	2.16
S011280384 001	07/21/2025	Sales Tax	ELECTRIC FUND	.16
S011280384 002	07/21/2025	4)Prime PVC Pipe Cap 6"@61.719 (sub1	ELECTRIC FUND	246.88
S011280384 002	07/21/2025	1)Prime PVC Pipe Cap 4" @38.95	ELECTRIC FUND	38.95
S011280384 002	07/21/2025	Sales Tax	ELECTRIC FUND	21.44
S011284414.001	07/16/2025	1)Idec Relay Off Delay 10hr @81.99 (ls #1	WPC	81.99
S011313134.001	07/23/2025	1)Flk 400A AC True Rms Clamp Meter @189.08	ELECTRIC FUND	189.08
S011313134.001	07/23/2025	Sales Tax	ELECTRIC FUND	14.18
S011313289 001	07/23/2025	1)IKL 2" Carbide Tip Hole Cutter @87.95	WATER FUND	87.95
S011313289 001	07/23/2025	Sales Tax	WATER FUND	6.60
Total Echo Group, Inc.:				689.39
Environmental Maintenance Services LLC				
15135	07/01/2025	2) Boom Truck Service -Unload 2 padmount transformers	ELECTRIC FUND	420.00
Total Environmental Maintenance Services LLC:				420.00
Hawkins, Inc.				
7144784	07/24/2025	1)55 Gallon Blue Drum @ 30.00/ea (return)	WPC	30.00-
7144784	07/24/2025	2)Azone 15-110/ga@5.74	WPC	632.28
7144784	07/24/2025	2)55 Gallon Blue Drum @ 30.00/ea	WPC	60.00
7144784	07/24/2025	Fuel Surcharge Freight	WPC	20.00
7144784	07/24/2025	Freight Charge	WPC	20.00
7144784	07/24/2025	Environmental charge	WPC	10.00
Total Hawkins, Inc.:				712.28

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Heartland Business Systems LLC				
810872-H	07/16/2025	State Sales/Use	ELECTRIC FUND	5.77-
810872-H	07/16/2025	City Sales/Use	ELECTRIC FUND	2.10-
810872-H	07/16/2025	Monthly Microsoft 365-32 Licenses/split 75/25	ELECTRIC FUND	105.00
810872-H	07/16/2025	Use Tax	ELECTRIC FUND	7.87
810872-H	07/16/2025	Monthly Microsoft 365-Licenses/split 75/25	ELECTRIC FUND	315.00
811035-H	07/16/2025	State Sales/Use	ELECTRIC FUND	171.56-
811035-H	07/16/2025	City Sales/Use	ELECTRIC FUND	62.39-
811035-H	07/16/2025	SQL Servier Standard-2 Core License Pack-GIS Lic 6/13/25-6/12/26	ELECTRIC FUND	3,119.34
811035-H	07/16/2025	Use Tax	ELECTRIC FUND	233.95
Total Heartland Business Systems LLC:				3,539.34
Hydro Optimization and Automat, Inc				
12825	07/23/2025	Per Quote price for Well 6 VFD	WATER FUND	9,634.00
12825	07/23/2025	Sales Tax	WATER FUND	529.87
Total Hydro Optimization and Automat, Inc:				10,163.87
JK Energy Consulting LLC				
2463	07/21/2025	12)HDR/Owner's Engineer service	ELECTRIC FUND	1,800.00
2463	07/21/2025	Mileage/Meeting with HDR	ELECTRIC FUND	247.10
2464	07/21/2025	4)Value Hash Monthly Invoice-May 2025	ELECTRIC FUND	600.00
2475	07/28/2025	1)Fixed See service -2025 Cost of Service Milestone,kick off meeting	ELECTRIC FUND	2,000.00
Total JK Energy Consulting LLC:				4,647.10
Lampton Welding Supply				
0020240437	07/17/2025	12)Til Glove Cov/Split Lth Back @12.117	WATER FUND	145.40
0020240437	07/17/2025	12)Til Gove Driver x-lrg@12.117	WATER FUND	145.40
0020240437	07/17/2025	Sales Tax	WATER FUND	21.81
Total Lampton Welding Supply:				312.61
Lincoln Winwater Works				
111627 03	07/14/2025	1)8 KENFLEX CHECK VALVE 506 AS SS HARDWARE-returned PO 11099	WATER FUND	1,310.43-
111911 01	07/15/2025	1)10" x 15" EMERGENCY CLAMP 226-111015-000 11.04-11.44 O.D. X 15"	WATER FUND	344.00
111911 01	07/15/2025	1)10" x 20" EMERGENCY CLAMP CL1 11.04-11.44 REPAIR CLAMP X 20	WATER FUND	456.88
112313 01	07/28/2025	1)8" 826 Flg LW Check Valve (well6)	WATER FUND	3,870.00
Total Lincoln Winwater Works:				3,360.45
Mead Lumber Company				
12354991	07/21/2025	48)Blue Marking Paint @9.49	WATER FUND	455.52
12354991	07/21/2025	Sales Tax	WATER FUND	34.16
Total Mead Lumber Company:				489.68
NE Department of Revenue				
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	ELECTRIC FUND	128.35
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	ELECTRIC FUND	332.05
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	ELECTRIC FUND	9.12
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	ELECTRIC FUND	341.31
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	WATER FUND	190.55
FUEL-JUN25	07/23/2025	Motor fuels tax - Apr - June	WPC	246.62

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total NE Department of Revenue:				1,248.00
NE Rural Water Association				
CONFINE SPACE-CRIM	07/23/2025	Confined Space Training- Crim	WPC	250.00
Total NE Rural Water Association:				250.00
Nebraska Public Health Environmental Lab				
592841	07/15/2025	3)Coliform by Colilert Quantitray @17.00	WATER FUND	51.00
592841	07/15/2025	Kit Cost	WATER FUND	25.00
592841	07/15/2025	10)Coiform by Colilert @ 15.00/ea	WATER FUND	150.00
592841	07/15/2025	5)Postage-bacti, NO3 or FI@2.00	WATER FUND	10.00
Total Nebraska Public Health Environmental Lab:				236.00
Nicholas A Bauer				
ERNST-BALANCE	07/24/2025	Balance of Ernst Fence per bid	ELECTRIC FUND	3,758.00
Total Nicholas A Bauer:				3,758.00
Olsson, Inc.				
545531	07/22/2025	Work Order 2 River Crossing	WATER FUND	6,462.13
545875	07/23/2025	WPC Grit Improvement Project	WPC	21,437.44
545876	07/23/2025	Lift Station #6 Rehabilitation Design	WPC	7,042.10
Total Olsson, Inc.:				34,941.67
O'Reilly Automotive, Inc.				
0749-487220	07/17/2025	1)1GalTransfld@32.99	WATER FUND	32.99
0749-487220	07/17/2025	Sales Tax	WATER FUND	2.47
0749-487472	07/18/2025	2)Grease FTG@6.99	WATER FUND	13.98
0749-487472	07/18/2025	Sales Tax	WATER FUND	1.05
0749-488146	07/21/2025	1)Std) Ring@12.49	WATER FUND	12.49
0749-488146	07/21/2025	Sales Tax	WATER FUND	.94
0749-488463	07/22/2025	2)12oz R134A@10.99	ELECTRIC FUND	21.98
0749-488463	07/22/2025	1)Service Kit@5.79	ELECTRIC FUND	5.79
0749-488463	07/22/2025	1)By-Pass Asst @4.19	ELECTRIC FUND	4.19
0749-488945	07/22/2025	Sales Tax	ELECTRIC FUND	2.40
0749-488945	07/24/2025	2)Lift Support@16.96	WATER FUND	33.92
0749-488945	07/24/2025	Sales Tax	WATER FUND	2.54
0749-489702	07/28/2025	1)O'Reilly DEF@9.99	WATER FUND	9.99
0749-489702	07/28/2025	Sales Tax	WATER FUND	.75
0749-489712	07/28/2025	2)O'reilly DEF@9.99	WATER FUND	21.48
0749-489712	07/28/2025	2)O'reilly DEF@9.99	WATER FUND	21.48
Total O'Reilly Automotive, Inc.:				188.44
ProWest and Associates Inc				
INV-0000002114	07/16/2025	State Sales/Use	ELECTRIC FUND	180.12-
INV-0000002114	07/16/2025	City Sales/Use	ELECTRIC FUND	65.50-
INV-0000002114	07/16/2025	20 Hour Block Support Package 7/16/25-7/15/26	ELECTRIC FUND	3,275.00
INV-0000002114	07/16/2025	Use Tax	ELECTRIC FUND	245.62
Total ProWest and Associates Inc:				3,275.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Regulatory Software				
ANNUAL USER FEE 2025	07/23/2025	Monthly User Fee/12 months @\$90/month 9/1/25 - 8/31/26	ELECTRIC FUND	1,080.00
Total Regulatory Software:				1,080.00
Roehr's Machinery, Inc.				
IV90318	07/28/2025	2)Gas Strut@50.82	WATER FUND	101.64
IV90318	07/28/2025	Sales tax	WATER FUND	7.62
IV90326	07/23/2025	1)8G-8FJX Female JIC@16.32	ELECTRIC FUND	16.32
IV90326	07/23/2025	1)8G-8FJX90M Hydo@28.54	ELECTRIC FUND	28.54
IV90326	07/23/2025	4)1/2" Hyd Hose@8.98/ft	ELECTRIC FUND	35.92
IV90326	07/23/2025	Sales tax	ELECTRIC FUND	6.06
Total Roehr's Machinery, Inc.:				196.10
Sand, Tyler				
SUMMER 2025	07/16/2025	Educational Assistance- Reimburse Summer 2025 Semester	ELECTRIC FUND	814.08
Total Sand, Tyler:				814.08
Sapp Bros. Petroleum, Inc.				
IN4789157	07/22/2025	1200)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2025.	ELECTRIC FUND	3,177.60
IN4789157	07/22/2025	600)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	1,605.00
Total Sapp Bros. Petroleum, Inc.:				4,782.60
Schusters Outdoor & RV, Inc.				
31769	07/28/2025	3)Spk Blade Notched 24.5@39.94	WPC	119.82
31775	07/28/2025	4)Washer-Belleville@3.10	WPC	12.40
31775	07/28/2025	6)Nut-Glange@1.09	WPC	6.54
31775	07/28/2025	6)Axle,Roller@10.99	WPC	65.94
31775	07/28/2025	2)Screw@2.19	WPC	4.38
Total Schusters Outdoor & RV, Inc.:				209.08
Sunbelt Solomon Services, LLC				
409799	07/24/2025	4)HGA 14AF52 Relay(sub 8 breaker relay counter)@583.00	ELECTRIC FUND	2,332.00
409799	07/24/2025	Shipping	ELECTRIC FUND	21.31
409799	07/24/2025	Sales Tax	ELECTRIC FUND	176.50
409841	07/25/2025	87)PCB TEST@25.00	ELECTRIC FUND	2,175.00
409841	07/25/2025	Sales Tax	ELECTRIC FUND	163.13
Total Sunbelt Solomon Services, LLC:				4,867.94
Tractor Supply Company				
451886	07/24/2025	1)Stanley Fatmax 10w rcharg spotlight@64.99	WPC	64.99
743886	07/28/2025	5)Trv DEF 5gal @15.99	ELECTRIC FUND	79.95
743886	07/28/2025	Sales Tax	ELECTRIC FUND	6.00
Total Tractor Supply Company:				150.94
Tyndale Company, Inc.				
4032445	07/24/2025	1)Ariat Relaxed boot cut jean@123.00/Freitag	ELECTRIC FUND	123.00
4032445	07/24/2025	shipping	ELECTRIC FUND	12.95
4032445	07/24/2025	sales tax	ELECTRIC FUND	10.20

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Tyndale Company, Inc.:				146.15
U.S. Cellular				
0741203256	07/06/2025	Street - Cell Phone Charges	ELECTRIC FUND	35.38
0741203256	07/06/2025	MARS - Cell Phone Charges	ELECTRIC FUND	132.51
0741203256	07/06/2025	MARS - Tablet Data Charges	ELECTRIC FUND	163.60
0741203256	07/06/2025	Electric - Cell Phone Charges	ELECTRIC FUND	267.90
0741203256	07/06/2025	Electric - Tablet Data Charges	ELECTRIC FUND	143.60
0741203256	07/06/2025	Admin - Cell Phone Charges	ELECTRIC FUND	.00
0741203256	07/06/2025	Admin - Tablet Data Charges	ELECTRIC FUND	.00
0741203256	07/06/2025	Water - Cell Phone Charges	WATER FUND	207.94
0741203256	07/06/2025	Water - Tablet Data Charges	WATER FUND	286.30
0741203256	07/06/2025	WPC - Cell Phone Charges	WPC	61.69
Total U.S. Cellular:				1,298.92
Uline				
195201554	07/11/2025	State Sales/Use	ELECTRIC FUND	13.53-
195201554	07/11/2025	City Sales/Use	ELECTRIC FUND	4.92-
195201554	07/11/2025	18)2x55 Clear Tape @12.20	ELECTRIC FUND	219.60
195201554	07/11/2025	Freight	ELECTRIC FUND	26.42
195201554	07/11/2025	Use Tax	ELECTRIC FUND	18.45
Total Uline:				246.02
US Postmaster				
7-30-25	07/30/2025	cycle billing postage	ELECTRIC FUND	250.00
7-30-25	07/30/2025	cycle billing postage	WATER FUND	150.00
7-30-25	07/30/2025	cycle billing postage	WPC	100.00
Total US Postmaster:				500.00
USA Bluebook				
INV00772141	07/18/2025	1)Chain Grabber@193.95	WPC	193.95
INV00772141	07/18/2025	Shipping	WPC	24.55
Total USA Bluebook:				218.50
Verizon Wireless				
6118373931	07/12/2025	AMI/542071917	ELECTRIC FUND	32.02
6118373931	07/12/2025	GIS TABLET CHRIS/9855	ELECTRIC FUND	25.02
6118373931	07/12/2025	SURVEY EQ TABLET SRV	ELECTRIC FUND	40.04
6118373931	07/12/2025	AMI/542071917	WATER FUND	32.02
6118373931	07/12/2025	WPC	WPC	25.02
Total Verizon Wireless:				154.12
Wesco Distributing, Inc.				
607056	07/23/2025	1)TRANSFORMER CLUSTER, LARGE ALU 12MW-24AB	ELECTRIC FUND	989.00
Total Wesco Distributing, Inc.:				989.00
Westlake Hardware, Inc.				
10356466	06/25/2025	2)Fast Acting fuse @8.63	ELECTRIC FUND	17.26
10356466	06/25/2025	Sales Tax	ELECTRIC FUND	1.29
10356712	07/17/2025	1)Wasp & Hornet Killr@4.49	WPC	4.49

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10356755	07/22/2025	5)Keykrafter@3.59	WPC	17.95
10356755	07/22/2025	1)Sil Max W&D Wht@11.69	WPC	11.69
10356775	07/23/2025	1)Hole Saw W/Arbor @17.99	WATER FUND	17.99
10356775	07/23/2025	Sales Tax	WATER FUND	1.35
10356859	07/29/2025	1)Level 24 Plastic AC@10.79	ELECTRIC FUND	10.79
10356859	07/29/2025	Sales Tax	WATER FUND	.81
10656753	07/22/2025	3)Velcro One-Wrap@5.03	ELECTRIC FUND	15.09
10656753	07/22/2025	1)Clorox @7.19	ELECTRIC FUND	7.19
10656753	07/22/2025	Sales Tax	ELECTRIC FUND	1.67
Total Westlake Hardware, Inc.:				107.57
Grand Totals:				88,151.68

Dated: _____

Mayor: _____

City Council: _____



AGENDA ITEM

Subject: Approval of Change Order #3 increase for the Lincoln Street Improvements, as recommended by the Board of Public Works

For Agenda of: August 4, 2025

Exhibit(s): Resolution and Amendment

Date Submitted: July 30, 2025

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on July 2, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Change Order #3 increase in the amount of \$12,628.17 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements, to the Mayor and City Council.

Boardmember Zarybnicky inquired where the inlet was installed on the Lincoln Street project. James Burroughs, City Engineer, stated the inlet was installed on the corner of the property owned by the Beatrice Public Schools (BPS) near the trail due to water pooling. Burroughs noted there is another area where water is pooling, however, BPS has been informed this is due to improper grading and they will be responsible for correcting that drainage issue.

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

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

MOTION CARRIED.



JEO Consulting Group Inc.

Change Order Details

220686.01 - Beatrice Lincoln Street Improvements

Description	220686.01 Beatrice Lincoln Street Improvements
Prime Contractor	M.E. Collins Contracting Co., Inc. P.O. Box 83 Wahoo, NE 68066
Change Order	3
Status	Pending
Date Created	07/18/2025
Type	Changed Conditions
Summary	Add Additional Work to the Contract
Change Order Description	Add an Area Inlet Structure and Pipe Run at Sta. 107+24. Remove and Replace 55 LF of Curb and Gutter to tie Curb Line Into Last Years Project.
Awarded Project Amount	\$554,222.30
Authorized Project Amount	\$568,938.30
Change Order Amount	\$12,628.17
Revised Project Amount	\$581,566.47

E - Contract time adjustment:

Extending the substantial and final completion dates for the project due to utility delays, weather delays, and additional work that has been added into the project.

Increases/Decreases

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Section: 1 - Lincoln Street Improvements									
0090	9	CY	\$18.300	837.000	\$15,317.10	8.500	\$155.55	845.500	\$15,472.65
Earthwork Measured in Embankment (Established Quantity)									
Reason: Additional grading required for drainage into the new ADS Nyloplast Inline Drain Basin.									
0160	16	SY	\$2.100	2,286.000	\$4,800.60	230.000	\$483.00	2,516.000	\$5,283.60
Erosion Contol Type 1B									
Reason: For additional graded area.									
0170	17	AC	\$5,140.000	0.470	\$2,415.80	0.050	\$257.00	0.520	\$2,672.80
Seeding									
Reason: For additional graded area.									
0240	24	EA	\$772.000	3.000	\$2,316.00	1.000	\$772.00	4.000	\$3,088.00
Storm Sewer Tap									

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount

Reason: Tap existing storm sewer pipe to tie in new structure and pipe run to city storm sewer.

0360	9000-32	EA	\$2,370.000	1.000	\$2,370.00	1.000	\$2,370.00	2.000	\$4,740.00
ADS Nyloplast 15" Inline Drain									

Reason: Storm sewer area inlet structure to improve drainage near the trail and school from last years project.

5 items			Totals		\$27,219.50		\$4,037.55		\$31,257.05
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New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Section: 1 - Lincoln Street Improvements

0390	9000-35	LF	52.000	\$79.200	\$4,118.40
12" HDPE Pipe					

Reason: New pipe run at station 107+26 to improve drainage from previous project.

0400	9000-37	LF	55.000	\$7.730	\$425.15
Saw Concrete Curb					

Reason: Saw cuts to remove curb and gutter section

0410	9000-36	LF	55.000	\$11.410	\$627.55
Remove Concrete Curb & Gutter					

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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Reason: Removing Curb and Gutter section to tie last years project into this project. Road width didn't line up.

0420	9000-38	SY	12.200	\$6.280	\$76.62
Subgrade Preparation Curb					

Reason: Preparation of subgrade under where new curb and gutter will be installed.

0430	9000-39	LF	55.000	\$60.780	\$3,342.90
Install 24"-30" Concrete Curb & Gutter					

Reason: New concrete curb and gutter to tie last years project into this years Lincoln St. improvement project. Lane width of old Lincoln St. does not match existing roadway.

5 items Total: \$8,590.62

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
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Completion Date	08/01/2025	08/01/2025	11.0 Days	08/12/2025
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Substantial Completion includes the following. Earthworks, Excluding final grading Above grade and below grade piping and valves Manholes Aggregate Surfacing Concrete Paving

Reason: Utility and weather delays. Additional work added to the contract.

1 time limit

New Time Limits

Type	Pending Deadline	Pending Cost per Day
Completion Date	08/26/2025	\$0.00
Final Completion		
1 time limit		

When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents

Contractor ME Collins Contracting -  **Date** 7-18-25

Engineer  **Date** 7/21/0225

Owner _____ **Date** _____



JEO Consulting Group Inc.

Detailed Payment

220686.01 - Beatrice Lincoln Street Improvements

Description 220686.01 Beatrice Lincoln Street Improvements

Payment Number 2

Pay Period 06/29/2025 to 07/26/2025

Approval Date 08/18/2025

Prime Contractor M.E. Collins Contracting Co., Inc.
P.O. Box 83
Wahoo, NE 68066

Payment Status Pending

Awarded Project Amount \$554,222.30

Authorized Amount \$568,938.30

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - Lincoln Street Improvements										
0010	1	LS	\$36,100.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$18,050.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0020	2	LS	\$100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$100.00
Bonding and Insurance										
0030	3	LS	\$1,920.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,920.00
Clearing and Grubbing										
0040	4	SY	\$9.900	189.000	94.500	94.500	189.000	189.000	\$935.55	\$1,871.10
Remove Concrete Sidewalk										
0050	5	SY	\$9.900	40.000	40.000	0.000	40.000	40.000	\$396.00	\$396.00
Remove Driveway										
0060	6	SY	\$9.900	2,514.000	647.000	1,867.000	2,514.000	2,514.000	\$6,405.30	\$24,888.60
Remove Pavement										
0070	7	LF	\$16.700	172.000	80.000	92.000	172.000	172.000	\$1,336.00	\$2,872.40
Remove CMP Storm Sewer Pipe										
0080	8	EA	\$249.000	2.000	1.000	0.000	1.000	1.000	\$249.00	\$249.00
Remove and Reset Mailbox										
0090	9	CY	\$18.300	837.000	418.500	0.000	418.500	418.500	\$7,658.55	\$7,658.55
Earthwork Measured in Embankment (Established Quantity)										
0100	10	SY	\$2.700	3,807.000	2,259.000	0.000	2,259.000	2,259.000	\$6,099.30	\$6,099.30
Subgrade Preparation										
0110	11	SY	\$77.800	2,785.000	2,259.000	0.000	2,259.000	2,259.000	\$175,750.20	\$175,750.20
8" Doweled Concrete Pavment with Integral Curb and Gutter										
0120	12	SY	\$70.800	118.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Concrete Driveway										

Detailed Payment:

220686.01 - Beatrice Lincoln Street Improvements

07/29/2025

Page 2 of 7

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0130	13	SF	\$7.000	8,134.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" Concrete Sidewalk										
0140	14	SF	\$34.600	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0150	15	TON	\$94.200	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Crushed Rock Surface Course										
0160	16	SY	\$2.100	2,286.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Contol Type 1B										
0170	17	AC	\$5,140.000	0.470	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding										
0180	18	LF	\$3.700	1,237.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, Low Porosity										
0190	19	EA	\$251.000	9.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet Sediment Filter										
0200	20	SY	\$12.400	300.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Pavement										
0210	21	EA	\$304.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Valve Box to Grade										
0220	22	EA	\$724.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Manhole to Grade										
0230	23	EA	\$420.000	5.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Manhole Cover Adjustments										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0240	24	EA	\$772.000	3.000	0.000	1.000	1.000	1.000	\$0.00	\$772.00
Storm Sewer Tap										
0250	25	LF	\$47.200	20.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" HDPE Pipe										
0260	26	LF	\$74.600	352.000	238.000	114.000	352.000	352.000	\$17,754.80	\$26,259.20
15" RCP, Class 3										
0270	27	LF	\$75.000	907.000	0.000	907.000	907.000	907.000	\$0.00	\$68,025.00
18" RCP, Class 3										
0280	28	EA	\$5,580.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet (L=6")										
0290	29	EA	\$872.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADS Nyloplast Inline Drain										
0300	30	LF	\$4.200	1,400.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Polyurea Mkg, 4"										
0310	31	EA	\$131.600	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sign < 4 Sq Ft										
0320	32	EA	\$196.600	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sign < 4 Sq Ft < 9 Sq Ft										
0330	33	EA	\$244.500	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sign Post 2" Square										
0340	34	LS	\$7,240.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$3,620.00
Temporary Traffic Control Measures										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0350	9000-31	SY	\$13.700	852.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Sodding										
0360	9000-32	EA	\$2,370.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
ADS Nyloplast 15" Inline Drain										
0370	100551	LF	\$65.400	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" HDPE Pipe										
0380	SU010	EACH	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Special Curb Inlet										
0390	9000-35	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
12" HDPE Pipe										
0400	9000-37	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Saw Concrete Curb										
0410	9000-36	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Concrete Curb & Gutter										
0420	9000-38	SY	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation Curb										
0430	9000-39	LF	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install 24"-30" Concrete Curb & Gutter										
Section Totals:									\$216,584.70	\$338,531.35
Total Payments:									\$216,584.70	\$338,531.35

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Substantial Completion includes the following. Earthworks, Excluding final grading Above grade and below grade piping and valves Manholes Aggregate Surfacing Concrete Paving	08/01/2025	08/01/2025	N/A	\$0.00	N/A	6.0 Days	\$0.00
Total Damages:							\$0.00

Summary

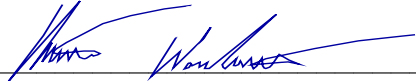
Current Approved Work:	\$216,584.70
Current Stockpile Advancement:	\$0.00
Current Stockpile Recovery:	\$0.00
Current Retainage:	\$10,829.24
Current Retainage Released:	\$0.00
Current Liquidated Damages:	\$0.00
Current Adjustment:	\$0.00
Current Payment:	\$205,755.46
Previous Payment:	\$115,849.32


Approved Work To Date:	\$338,531.35
Stockpile Advancement To Date:	\$0.00
Stockpile Recovery To Date:	\$0.00
Retainage To Date:	\$16,926.57
Retainage Released To Date:	\$0.00
Liquidated Damages To Date:	\$0.00
Adjustments To Date:	\$0.00
Payments To Date:	\$321,604.78
Previous Payments To Date:	\$115,849.32

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the work covered by prior Applications for Payment;
- (2) Title to all work, materials and equipment incorporated in said work, or otherwise listed in or covered by this application for payment, will pass to Owner at time of payment free and clear of all liens, security interests and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest or encumbrances); and
- (3) All work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor  **Date** 7-29-25

Engineer  **Date** 7/30/2025

Owner _____ **Date** _____

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: PROJECT: APPLICATION NO: 7
 Beatrice Area Solid Waste Agency BASWA South MSW Landfill
 400 Ella Street Site Entrance Facility
 Beatrice, NE 68310
 FROM CONTRACTOR: VIA ENGINEER:
 Genesis Contracting Group Burns & McDonnell
 404 Hill Street 6909 South Lyncrest Place - Suite 120
 Lincoln NE. 68502 Sioux Falls, SD 57108
 CONTRACT FOR: New Construction

PERIOD TO: 7/31/2025
 APPLICATION DATE: 7/28/2025
 PROJECT NOS: 25-002
 CONTRACT DATE: January 6, 2025

Distribution to:

OWNER

CONSTRUCTION MANAGER

ARCHITECT/ENGINEER

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

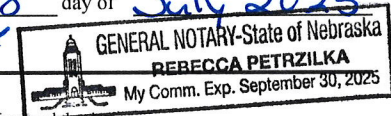
- 1. ORIGINAL CONTRACT SUM \$ 4,052,000.00
- 2. Net change by Change Orders \$ 0.00
- 3. CONTRACT SUM TO DATE (Line 1 ± 2) \$ 4,052,000.00
- 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,630,814.85
- 5. RETAINAGE:
 - a. 10 % of Completed Work \$ 163,081.49 (Column D + E on G703)
 - b. 10 % of Stored Material \$ (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 163,081.49
- 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,467,733.37
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,044,433.49
- 8. CURRENT PAYMENT DUE \$ 423,299.88
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 2,584,266.64

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

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

CONTRACTOR: Genesis Contracting Group LLC.

By: Craig J. [Signature] Date: 7/28/2025
 State of: Nebraska County of: _____
 Subscribed and sworn to before me this 28 day of July 2025
 Notary Public: Rebecca Petrzilka
 My Commission expires: 09-30-25



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 423,299.88

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

ARCHITECT: Rebecca Petrzilka Date: 7/29/2025

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

DESCRIPTION OF WORK	Current SCHEDULED VALUE	WORK COMPLETED THIS APPLICATION			WIP THIS PERIOD PLUS STORED	TOTAL COMPLETED AND STORED TO DATE	RETAINAGE THIS PERIOD	NET AMOUNT DUE THIS PERIOD	%	BALANCE TO FINISH	RETAINAGE
		PREVIOUS APPLICATIONS	Work In Place	STORED MATERIAL							
General Conditions	205,000.00	70,500.00	25,500.00	0.00	25,500.00	96,000.00	2,550.00	22,950.00	46.83%	109,000.00	9,600.00
Bond and Insurance	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.00	0.00	100.00%	0.00	8,500.00
Site Excavation and Grading	520,000.00	339,000.00	85,000.00	0.00	85,000.00	424,000.00	8,500.00	76,500.00	81.54%	96,000.00	42,400.00
Site Fencing	25,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	60.00%	10,000.00	1,500.00
Landscaping/Seeding	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	45,000.00	0.00
Reinforcement	60,000.00	54,500.00	5,500.00	0.00	5,500.00	60,000.00	550.00	4,950.00	100.00%	0.00	6,000.00
Foundation	175,000.00	165,000.00	5,000.00	0.00	5,000.00	170,000.00	500.00	4,500.00	97.14%	5,000.00	17,000.00
Slab on Grade	180,000.00	0.00	95,000.00	0.00	95,000.00	95,000.00	9,500.00	85,500.00	52.78%	85,000.00	9,500.00
Site Paving	350,000.00	0.00	105,000.00	0.00	105,000.00	105,000.00	10,500.00	94,500.00	30.00%	245,000.00	10,500.00
Miscellaneous Steel	50,000.00	8,627.25	9,580.00	0.00	9,580.00	18,207.25	958.00	8,622.00	36.41%	31,792.75	1,820.73
Steel Erection	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	0.00
Rough Carpentry	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
Finish Carpentry	8,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	8,500.00	0.00
Casework	9,000.00	300.00	0.00	2,700.00	2,700.00	3,000.00	270.00	2,430.00	33.33%	6,000.00	300.00
Countertops	15,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	0.00
Metal Stud Framing and GWB	110,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	110,000.00	0.00
Frames Doors and Hardware	41,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	41,000.00	0.00
Aluminum Frames and Glazing	65,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	65,000.00	0.00
Overhead Door	47,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	47,000.00	0.00
Acoustical Ceilings	6,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,500.00	0.00
Tiling	10,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	0.00
Flooring	5,000.00	0.00	0.00	3,812.00	3,812.00	3,812.00	381.20	3,430.80	76.24%	1,188.00	381.20
Painting	26,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	0.00
Concrete Floor Finishes	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
Specialties	8,000.00	1,132.00	0.00	0.00	0.00	1,132.00	0.00	0.00	14.15%	6,868.00	113.20
Fuel Tank	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,000.00	0.00
Storm Shelter	12,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	12,000.00	0.00
Scale	490,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	490,000.00	0.00
Roof Accessories	6,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
Insulated Metal Panels	300,000.00	0.00	5,241.20	0.00	5,241.20	5,241.20	524.12	4,717.08	1.75%	294,758.80	524.12
PEMB Materials	220,000.00	193,082.40	0.00	0.00	0.00	193,082.40	0.00	0.00	87.76%	26,917.60	19,308.24
PEMB Erection	189,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	189,000.00	0.00
Site Utilites	70,000.00	52,000.00	8,000.00	0.00	8,000.00	60,000.00	800.00	7,200.00	85.71%	10,000.00	6,000.00
Plumbing	235,000.00	25,000.00	75,000.00	0.00	75,000.00	100,000.00	7,500.00	67,500.00	42.55%	135,000.00	10,000.00
HVAC	150,000.00	56,700.00	0.00	0.00	0.00	56,700.00	0.00	0.00	37.80%	93,300.00	5,670.00
Electrical	265,000.00	94,640.00	45,000.00	0.00	45,000.00	139,640.00	4,500.00	40,500.00	52.69%	125,360.00	13,964.00
											0.00
GRANDTOTAL:	4,052,000.00	1,160,481.65	463,821.20	6,512.00	470,333.20	1,630,814.85	47,033.32	423,299.88	40.25%	2,421,185.15	163,081.49

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

The undersigned has been paid and has received a progress payment(s) in the sum of **\$2,700 For Pay Application 2 BASW** for stored material furnished to **Genesis Contracting Group, LLC** for the project known as **BASWA Site Entrance Facility** and does hereby waiver and release any and all Construction or Mechanic's Lien, any right or claim arising out of a state or federal statutory bond, whether payment or performance, any claim for additional payments as a consequence of such labor, services, equipment and/or materials for any reason whatsoever, including without limitation for changed, extra or delayed work with respect to the Project and any other claims or rights that the undersigned has or may have on the Project to the following extent: ****Contingent upon receipt of payment for Pay App #1 for \$300 and payment for Pay App #2 for \$2,700.00**

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

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

Designer Woods, LLC (Subcontractor/ Supplier)

BY:  _____

TITLE: VP, Operations

TYPE OF WORK: Casework

Please return to office@genesiscontractinggroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2025

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

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

PRODUCER HUB International Great Plains, LLC 11516 Miracle Hills Drive Suite 100 Omaha NE 68154 License#: 100187254 DESIWOO-01	CONTACT NAME: Cole Klabunde PHONE (A/C. No. Ext): (402) 964-5790 E-MAIL ADDRESS: cole.klabunde@hubinternational.com	FAX (A/C. No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Designer Woods, LLC 9314 N 45th St Omaha NE 68137-1237	INSURER A: ACUITY, A Mutual Insurance Company		14184
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 656129890

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	ZY7104	2/10/2025	2/10/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	ZY7104	2/10/2025	2/10/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	ZY7104	2/10/2025	2/10/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PRODUCTS-COMP/OP AGG \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	ZY7104	2/10/2025	2/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Beatrice BASWA Landfill Facility
 Genesis Contracting Group, LLC, Owner, Architect and Engineer are included as additional insured on the General Liability, Auto Liability & Umbrella on a primary and non-contributory basis. Subcontractor waives all rights to Genesis Contracting, Owner, and Architect in regards to the general liability, auto liability, umbrella & workers' compensation policies.

Stored Materials Amount:
 \$3,000.00
 See Attached...

CERTIFICATE HOLDER

Genesis Contracting Group, LLC
 404 Hill St.
 Lincoln NE 68502
 United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Great Plains, LLC		NAMED INSURED Designer Woods, LLC 9314 N 45th St Omaha NE 68137-1237	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Stored Materials Location:
 Designer Woods
 9314 N 45th St.
 Omaha, NE 68152





Timber Pro

100% TIMBER MADE IN CANADA
100% RECYCLED PAPER




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

The undersigned has been paid and has received a progress payment(s) in the sum of **\$3,812.00 For Pay Application 1 BASW** for stored material furnished to **Genesis Contracting Group, LLC** for the project known as **BASWA Site Entrance Facility** and does hereby waive and release any and all Construction or Mechanic's Lien, any right or claim arising out of a state or federal statutory bond, whether payment or performance, any claim for additional payments as a consequence of such labor, services, equipment and/or materials for any reason whatsoever, including without limitation for changed, extra or delayed work with respect to the Project and any other claims or rights that the undersigned has or may have on the Project to the following extent:

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

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

Midwest Floor Covering (Subcontractor/ Supplier)

BY: 
TITLE: Treasurer
TYPE OF WORK: Flaming

Please return to office@genesiscontractinggroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/21/2025

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

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

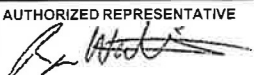
PRODUCER INSPRO, a Marsh & McLennan Agency LLC, Company 4000 Pine Lake Road Lincoln NE 68506	CONTACT NAME: Marcia M. Fidler PHONE (A/C, No, Ext): 402-483-4500 E-MAIL ADDRESS: marcia.fidler@marshmma.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		
INSURED Midwest Floor Covering, Inc. 3725 Touzalin Ave. Lincoln NE 68507-1745	INSURER A : Atlantic States Insurance Company		NAIC # 22586
	INSURER B : Donegal Mutual Insurance Company		13692
	INSURER C : Accident Fund Ins Co of America		10166
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1292733610 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			CPA9030926	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> DRIVE OTH CA			1000108323	12/15/2024	12/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CWA9030926	12/15/2024	12/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AFWCP100042749	12/15/2024	12/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: Beatrice Baswa, flooring material in the amount of \$3812.00 stored at insured's La Vista location Genesis Contracting and Owner are additional insured.

CERTIFICATE HOLDER Genesis Contracting Group 404 Hill St Lincoln NE 68502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CUST NAME: J. J. West #322
34066-1
PRODUCT: VL71 12x24
Daily Rec. Total Ctns Total Pallets
28

BEATRICE
BASWA
2X2 CHALKBOARD
12X24 DEGREES
SILVER

Eagle
2 Pal

VL71 RCT1224M
EAGLE
DAL-TILE
E5500
DAL-TILE
VL71 RCT1224M
EAGLE
DAL-TILE

VL71 RCT1224M
EAGLE
DAL-TILE
VL71 RCT1224M
EAGLE
DAL-TILE



AGENDA ITEM

Subject: Amendment No. 2 between WAPA and the City to the Contract for Firm Electric Service, as recommended by the Board of Public Works

For Agenda of: August 4, 2025

Exhibit(s): Resolution and Amendment

Date Submitted: July 30, 2025

Resolution executing Amendment No. 2, and any and all documents necessary, between WAPA and the City, to the Contract for Firm Electric Service, Contract No. 13-UGPR-1073

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board the City has an agreement with Western Area Power Administration (WAPA) in which the renewable energy certificates (REC) are transferred into an account to be held until the City has a customer wishing to use them. This Amendment will allow the City to sell the RECs. Tempelmeyer noted the City has a local business interested in purchasing the RECs.

Moved by Baehr, seconded by Leech, that the Mayor and City Council execute Amendment No. 2, and any and all documents necessary, between WAPA and the City, to the Contract for Firm Electric Service, Contract No. 13-UGPR-1073.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, on or about March 31, 2015, the City of Beatrice (“City”) and the Western Area Power Administration (“WAPA”) entered into a Contract for Firm Electric Service, effective December 31, 2020 through December 31, 2050 (“Contract No. 13-UGPR-1073”).

WHEREAS, on or about July 21, 2025, the City executed Amendment No. 1 to said Contract to amend Exhibit “B” and Exhibit “C” of said Contract; and

WHEREAS, on or about July 17, 2025, WAPA modified the General Power Contract Provisions (“GPCP”); and

WHEREAS, the Mayor and City Council desire to execute Amendment No. 2 to said Contract in order to incorporate the new GCPC.

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

SECTION 1. That the Mayor, City Administrator, and City Clerk are hereby authorized to execute Amendment No. 2, and any and all documents necessary, between WAPA and the City, to the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, attached hereto as Exhibit “A”, and incorporated by this reference.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

Contract Amendment No. 2
Contract No. 13-UGPR-1073
City of Beatrice, Nebraska

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

CITY OF BEATRICE, NEBRASKA

(General Power Contract Provisions)

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

CITY OF BEATRICE, NEBRASKA

(General Power Contract Provisions)

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3.	Agreement	2
4.	Term of Amendment	2
5.	Modification of the General Power Contract Provisions Section of the Original Contract	2
6.	Original Contract to Remain in Full Force and Effect	3
7.	Use of Digital Signatures	3
8.	Execution in Counterparts Signatures	3 4

General Power Contract Provisions dated July 17, 2025

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT FOR FIRM ELECTRIC SERVICE TO

CITY OF BEATRICE, NEBRASKA

(General Power Contract Provisions)

1. PREAMBLE: This Contract is made on _____, between the UNITED STATES OF AMERICA, acting through the Western Area Power Administration, hereinafter called Western, and the CITY OF BEATRICE, NEBRASKA, a municipal corporation duly organized under and by virtue of the laws of the State of Nebraska, hereinafter called Beatrice or Contractor, their successor and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties, as part of Contract No. 13-UGPR-1073, dated March 31, 2015 (Original Contract), as amended, pursuant to the same authorities as the Original Contract, and subject to all the provisions as the Original Contract except as herein amended.

2. EXPLANATORY RECITALS:

2.1 The Parties previously entered into the Original Contract dated March 31, 2015, which provides for, among other things, the sale of firm electric power and energy to Beatrice through December 31, 2050.

2.2 Western's General Power Contract Provisions (GPCP) dated September 1, 2007, made part of the Original Contract, have been revised.

2.3 The Parties want to amend the Original Contract to incorporate the revised GPCP dated July 17, 2025.

2.4 Therefore, this Amendment No. 1 to the Original Contract will modify certain provisions of the Original Contract.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF AMENDMENT: This Contract Amendment shall become effective on the date of its execution, and shall remain in effect concurrently with the Original Contract and shall terminate coincidentally therewith.

5. MODIFICATION OF THE GENERAL POWER CONTRACT PROVISIONS SECTION OF THE ORIGINAL CONTRACT: Section 18, "General Power Contract Provisions," of the Original Contract is hereby deleted, and the following new Section 18 shall be substituted therefor:

"18. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein."

6. ORIGINAL CONTRACT TO REMAIN IN FULL FORCE AND EFFECT: Except as expressly modified by this Contract Amendment, the Original Contract shall remain in full force and effect, and this Contract Amendment shall be subject to all provisions, except as herein modified, of the Original Contract.

7. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract Amendment may be signed and executed by digital signature in accordance with Western's policy. A digital signature is the same as a handwritten signature and shall be considered valid and acceptable.

8. EXECUTION IN COUNTERPARTS: This Contract Amendment may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Contract Amendment may be detached by any counterpart of this Contract Amendment without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract Amendment identical in form hereto, by having attached to it one or more signature pages.

Contract Amendment No. 2
Contract No. 13-UGPR-1073
City of Beatrice, Nebraska

IN WITNESS WHEREOF, the Parties have caused this Contract Amendment to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF BEATRICE, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 279

Title _____

Beatrice, NE 68310-0279

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

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* Revised July 17, 2025

WESTERN AREA POWER ADMINISTRATION
GENERAL POWER CONTRACT PROVISIONS

I. APPLICABILITY.

1. Applicability.

1.1 These General Power Contract Provisions (Provisions) shall be a part of the contract to which they are attached. In the event these Provisions differ from requirements of the contract, specific terms set forth in the contract shall prevail.

1.2 If the Contractor has member utilities which are either directly or indirectly receiving benefits from the contract, then the Contractor shall require such members to comply with Provisions 10, 17, 18, 19, 29, 30, 36, 43, 44, and 45 of these General Power Contract Provisions.

II. DELIVERY OF SERVICE PROVISIONS.

2. Character of Service.

Electric energy supplied or transmitted under the contract will be three-phase, alternating current, at a nominal frequency of sixty (60) hertz (cycles per second).

3. Use of Capacity or Energy in Excess of Contract Obligation.

The Contractor is not entitled to use Federal power, energy, or capacity in amounts greater than the Western contract delivery obligation in effect for each type of service provided for in the contract except with the approval of Western. Unauthorized overruns of contract delivery obligations shall be subject to charges specified in the contract or the applicable rate schedules. Overruns shall not establish any continuing right thereto and the Contractor shall cease any overruns when requested by Western, or in the case of authorized overruns, when the approval expires, whichever occurs first. Nothing in the contract shall obligate Western to increase any delivery obligation. If additional power, energy, or capacity is not available from Western, the responsibility for securing additional power, energy, or capacity shall rest wholly with the Contractor.

4. Continuity of Service.

Electric service will be supplied or transmitted continuously except for: (1) fluctuations, interruptions, or reductions due to uncontrollable forces, as defined in Provision 34 (Uncontrollable Forces) herein, (2) fluctuations, interruptions, or reductions due to operation of devices installed for power system protection; and (3) temporary fluctuations, interruptions, or reductions, which, in the opinion of the party supplying the service, are necessary or desirable for the purposes of maintenance, repairs, replacements, installation of equipment, or investigation and inspection. The party supplying service, except in case of emergency, will give the party to whom service is being provided reasonable advance notice of such temporary interruptions or reductions and will remove the cause thereof with diligence.

5. Multiple Points of Delivery.

When electric service is supplied at or transmitted to two or more points of delivery under the same rate schedule, said rate schedule shall apply separately to the service supplied at or transmitted to each point of

delivery; Provided, That where the meter readings are considered separately, and during abnormal conditions, the Contractor's system is interconnected between points of delivery such that duplication of metered power is possible, the meter readings at each affected point of delivery will be adjusted to compensate for duplication of power demand recorded by meters at alternate points of delivery due to abnormal conditions which are beyond the Contractor's control or temporary conditions caused by scheduled outages.

6. Metering.

6.1 The total electric power and energy supplied or transmitted under the contract will be measured by metering equipment to be furnished and maintained by Western, a designated representative of Western, or where situations deem it appropriate as determined by Western, by the Contractor or its agent(s). In the event metering equipment is furnished and maintained by the Contractor or its agent(s) and the equipment is used for billing and other accounting purposes by Western, the Contractor shall ensure that the metering equipment complies with applicable metering policies established by Western.

6.2 Meters shall be secured by appropriate security measures and meters shall not be accessed except when the meters are to be inspected, tested, adjusted, or repaired. Representatives of affected parties shall be afforded reasonable opportunity to be present upon such occasions. Metering equipment shall be inspected and tested each year by the party responsible for meter maintenance, unless a different test interval is determined in accordance with good utility practices by an applicable regional metering policy, or as agreed upon by the parties. Meters shall also be tested at any reasonable time upon request by a party hereto, or by an affected supplemental power supplier, transmission agent, or control area operator. Any metering equipment found to be damaged, defective, or inaccurate shall be repaired and readjusted or replaced by the party responsible for meter maintenance as soon as practicable. Meters found with security breaches shall be tested for tampering and, if appropriate, meter readings shall be adjusted by Western pursuant to Provision 6.3 below.

6.3 Except as otherwise provided in Provision 6.4 hereof, should any meter that is used by Western for billing or other accounting purposes fail to register accurately, the electric power and energy supplied or transmitted during the period of failure to register accurately, shall, for billing purposes, be estimated by Western from the best available information.

6.4 If inspections and tests of a meter used by Western for billing or other accounting purposes disclose an error exceeding 2 percent, or a lesser range in error as agreed upon by the parties, then a correction based upon the inaccuracy found shall be made to the service records for the period of inaccuracy as determined by Western. If the period of inaccuracy cannot be determined, the inaccuracy shall be assumed to have existed during the entire monthly billing period immediately preceding the billing period in which the inspection or test was made and the resulting correction shall be made accordingly.

6.5 Any correction in billing or other accounting information that results from a correction in meter records shall be made in a subsequent monthly bill rendered by Western to the Contractor. Payment of such bill shall constitute full adjustment of any claim between the parties arising out of inaccurate metering equipment.

7. Existence of Transmission Service Contract.

If the contract provides for Western to furnish services using the facilities of a third party, the obligation of Western shall be subject to and contingent upon the existence of a transmission service contract granting Western rights to use such facilities. If Western acquires or constructs facilities which would enable it to furnish direct service to the Contractor, Western, at its option, may furnish service over its own facilities.

8. Conditions of Transmission Service.

8.1 When the electric service under the contract is furnished by Western over the facilities of others by virtue of a transmission service arrangement, the power and energy will be furnished at the voltage available and under the conditions which exist from time to time on the transmission system over which the service is supplied.

8.2 Unless otherwise provided in the contract or applicable rate schedule, the Contractor shall maintain a power factor at each point of delivery from Western's transmission agent as required by the transmission agent.

8.3 Western will endeavor to inform the Contractor from time to time of any changes planned or proposed on the system over which the service is supplied, but the costs of any changes made necessary in the Contractor's system, because of changes or conditions on the system over which the service is supplied, shall not be a charge against or a liability of Western.

8.4 If the Contractor, because of changes or conditions on the system over which service under the contract is supplied, is required to make changes on its system at its own expense in order to continue receiving service under the contract, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to making such changes, but not thereafter.

8.5 If Western notifies the Contractor that electric service provided for under the contract cannot be delivered to the Contractor because of an insufficiency of capacity available to Western in the facilities of others over which service under the contract is supplied, then the Contractor may terminate service under the contract upon not less than sixty (60) days written notice given to Western prior to the date on which said capacity ceases to be available to Western, but not thereafter.

9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.

When Western has provided line and substation capacity under the contract for the purpose of delivering electric service directly to the Contractor at specified direct points of delivery and also has agreed to absorb transmission service allowance or discounts for deliveries of energy over other system(s) to indirect points of delivery and the Contractor shifts any of its load served under the contract from direct delivery to indirect delivery, Western will not absorb the transmission service costs on such shifted load until the unused capacity, as determined solely by Western, available at the direct delivery points affected is fully utilized.

10. Construction, Operation, and Maintenance of Contractor's Power System.

The Contractor shall, and, if applicable, shall require each of its members or transmission agents to construct, operate, and maintain its power system in a manner which, as determined by Western, will not interfere with the operation of the system of Western or its transmission agents over which electric services are furnished to the Contractor under the contract, and in a manner which will coordinate with the protective relaying and other protective arrangements of the system(s) of Western or Western's transmission agents. Western may reduce or discontinue furnishing services to the Contractor if, after notice by Western, the Contractor fails or refuses to make such changes as may be necessary to eliminate an unsatisfactory condition on the Contractor's power system which is determined by Western to interfere significantly under current or probable conditions with any service supplied from the power system of Western or from the power system of a transmission agent of Western. Such a reduction or discontinuance of service will not relieve the Contractor of liability for any minimum charges provided for in the contract during the time said services are reduced or discontinued. Nothing in this Provision shall be construed to render Western liable in any manner for any claims, demands, costs, losses, causes of action, damages, or liability of any kind or nature arising out of or resulting from the construction, operation, or maintenance of the Contractor's power system.

III. RATES, BILLING, AND PAYMENT PROVISIONS.

11. Change of Rates.

Rates applicable under the contract shall be subject to change by Western in accordance with appropriate rate adjustment procedures. If at any time the United States promulgates a rate changing a rate then in effect under the contract, it will promptly notify the Contractor thereof. Rates shall become effective as to the contract as of the effective date of such rate. The Contractor, by written notice to Western within ninety (90) days after the effective date of a rate change, may elect to terminate the service billed by Western under the new rate. Said termination shall be effective on the last day of the billing period requested by the Contractor not later than two (2) years after the effective date of the new rate. Service provided by Western shall be paid for at the new rate regardless of whether the Contractor exercises the option to terminate service.

12. Minimum Seasonal or Annual Capacity Charge.

When the rate in effect under the contract provides for a minimum seasonal or annual capacity charge, a statement of the minimum capacity charge due, if any, shall be included in the bill rendered for service for the last billing period of the service season or contract year as appropriate, adjusted for increases or decreases in the contract rate of delivery and for the number of billing periods during the year or season in which service is not provided. Where multiple points of delivery are involved and the contract rate of delivery is stated to be a maximum aggregate rate of delivery for all points, in determining the minimum seasonal or annual capacity charge due, if any, the monthly capacity charges at the individual points of delivery shall be added together.

13. Billing and Payment.

13.1 Western will normally issue bills to the Contractor for services furnished during the preceding month within ten (10) days after the end of the billing period.

13.2 If Western is unable to issue timely monthly bill(s), Western may elect to render estimated bill(s). Such estimated bill(s) shall be subject to the same payment provisions as final bill(s), and any applicable adjustments will be shown on a subsequent monthly bill.

13.3 Payments of bills issued by Western are due and payable by the Contractor before the close of business on the twentieth (20th) calendar day after the date of issuance of each bill or the next business day thereafter if said day is a Saturday, Sunday, or Federal holiday. Bills shall be considered paid when payment is received by Western. Bills will be paid electronically or via the Automated Clearing House method of payment unless a written request to make payments by mail is submitted by the Contractor and approved by Western. Should Western agree to accept payments by mail, these payments will be accepted as timely and without assessment of the charge provided for in Provision 14 (Nonpayment of Bills in Full When Due) if a United States Post Office first class mail postmark indicates the payment was mailed at least three (3) calendar days before the due date.

13.4 The parties agree that net billing procedures will be used for payments due Western by the Contractor and for payments due the Contractor by Western for the sale or exchange of electric power and energy, use of transmission facilities, operation and maintenance of electric facilities, and other services. Payments due one party in any month shall be offset against payments due the other party in such month, and the resulting net balance shall be paid to the party in whose favor such balance exists. The parties shall exchange such reports and information that either party requires for billing purposes. Net billing shall not be used for any amounts due which are in dispute.

14. Nonpayment of Bills in Full When Due.

14.1 Bills not paid in full by the Contractor by the due date specified in Provision 13 (Billing and

Payment) hereof shall bear a charge of five hundredths percent (0.05%) of the principal sum unpaid for each day payment is delinquent, to be added until the amount due is paid in full. Western will also assess a fee of twenty-five dollars (\$25.00) for processing a late payment. Payments received will first be applied to the charges for late payment assessed on the principal and then to payment of the principal.

14.2 Western shall have the right, upon not less than fifteen (15) days advance written notice, to discontinue furnishing the services specified in the contract for nonpayment of bills in full when due, and to refuse to resume such services so long as any part of the amount due remains unpaid. Such a discontinuance of service will not relieve the Contractor of liability for minimum charges during the time service is so discontinued. The rights reserved to Western herein shall be in addition to all other remedies available to Western either by law or in equity, for the breach of any of the terms hereof.

15. Adjustments for Fractional Billing Period.

The demand or capacity charge and minimum charges shall each be proportionately adjusted when fractional billing periods are applicable under this contract. A fractional billing period can occur: 1) at the beginning or end of electric service; 2) at the beginning or end of irrigation pumping service each year; 3) for a fractional billing period under a new rate schedule; or 4) for fractional periods due to withdrawals of electric services. The adjustment will be made based on the ratio of the number of hours that electric service is available to the Contractor in such fractional billing period, to the total number of hours in the billing period involved. Energy billing shall not be affected by fractional billing periods.

16. Adjustments for Curtailments to Firm Service.

16.1 Billing adjustments will be made if firm electric service is interrupted or reduced because of conditions on the power system of the United States for periods of one (1) hour or longer in duration each. Billing adjustments will not be made when such curtailment of electric service is due to a request by the Contractor or a discontinuance of electric service by Western pursuant to Provision 14 (Nonpayment of Bills In Full When Due). For purposes of billing adjustments under this Provision, the term power system of the United States shall include transmission facilities used under contract but not owned by the United States.

16.2 The total number of hours of curtailed firm electric service in any billing period shall be determined by adding: (1) the sum of the number of hours of interrupted electric service to (2) the product, of each reduction, of: the number of hours reduced electric service and the percentage by which electric service was reduced below the delivery obligation of Western at the time of each said reduction of electric service. The demand or capacity charge and applicable minimum charges shall each be proportionately adjusted in the ratio that the total number of hours of electric service determined to have been curtailed bears to the total number of hours in the billing period involved.

16.3 The Contractor shall make written claim within thirty (30) days after receiving the monthly bill, for adjustment on account of any curtailment of firm electric service, for periods of one (1) hour or longer in duration each, alleged to have occurred that is not reflected in said bill. Failure to make such written claim, within said thirty-day (30-day) period, shall constitute a waiver of said claim. All curtailments of electric service, which are due to conditions on the power system of the United States, shall be subject to the terms of this Provision; Provided, That withdrawal of power and energy under the contract shall not be considered a curtailment of electric service.

IV. **POWER SALES PROVISIONS.**

17. Resale of Firm Electric Service (Wholesale Sales for Resale).

17.1 The Contractor shall not sell any firm electric power or energy supplied under the contract to any electric utility customer of the Contractor for resale by that utility customer; Provided, That the Contractor may sell the electric power and energy supplied under the contract to its members on condition that said members not sell any of said power and energy to any customer of the member for resale by that customer.

17.2 Contractors receiving environmental attributes associated with any firm electric power or energy allocated under the contract may use, dispose of, transfer, or resell such environmental attributes in accordance with good utility practice.

18. Distribution Principles.

The Contractor agrees that the benefits of firm electric power or energy supplied under the contract shall be made available to its consumers at rates that are established at the lowest possible level consistent with sound business principles, and that these rates will be established in an open and public manner. The Contractor further agrees that it will identify the costs of firm electric power or energy supplied under the contract and power from other sources to its consumers upon request. The Contractor will demonstrate compliance with the requirements of this Provision to Western upon request.

19. Contract Subject to Colorado River Compact.

Where the energy sold under the contract is generated from waters of the Colorado River system, the contract is made upon the express condition and with the express covenant that all rights under the contract shall be subject to and controlled by the Colorado River Compact approved by Section 13 (a) of the Boulder Canyon Project Act of December 21, 1928, 43 U.S.C. §§ 617a-e, and the parties to the contract shall observe and be subject to and controlled by said Colorado River Compact in the construction, management, and operation of the dams, reservoirs, and powerplants from which electrical energy is to be furnished by Western to the Contractor under the contract, and in the storage, diversion, delivery, and use of water for the generation of electrical energy to be delivered by Western to the Contractor under the contract.

V. **FACILITIES PROVISIONS.**

20. Design Approval.

All facilities, construction, and installation by the Contractor pursuant to the contract shall be subject to the approval of Western. Facilities interconnections shall normally conform to Western's current "General Requirements for Interconnection," in effect upon the signing of the contract document providing for each interconnection, copies of which are available from Western. At least ninety (90) days, unless otherwise agreed, prior to the date the Contractor proposes to commence construction or to incur an obligation to purchase facilities to be installed pursuant to the contract, whichever date is the earlier, the Contractor shall submit, for the approval of Western, detailed designs, drawings, and specifications of the facilities the Contractor proposes to purchase, construct, and install. The Contractor assumes all risks for construction commenced or obligations to purchase facilities incurred prior to receipt of approval from Western. Western review and approval of designs and construction work in no way implies that Western is certifying that the designs meet the Contractor's needs.

21. Inspection and Acceptance.

Western shall have the right to inspect the materials and work furnished by the Contractor, its agents, employees, and subcontractors pursuant to the contract. Such inspections shall be at reasonable times at the work site. Any materials or work that Western determines is defective or not in accordance with designs, drawings, and specifications, as approved by Western, shall be replaced or modified, as directed by Western, at the sole expense of the Contractor before the new facilities are energized.

22. As-Built Drawings.

Within a reasonable time, as determined by Western, after the completion of construction and installation of facilities pursuant to the contract, the Contractor shall submit to Western marked as-built prints of all Western drawings affected by changes made pursuant to the contract and reproducible drawings the Contractor has prepared showing facilities of Western. The Contractor's drawings of Western facilities shall use drawing title blocks, drawing numbers, and shall be prepared in accordance with drafting standards all as approved by Western. Western may prepare, revise, or complete said drawings and bill the Contractor if the Contractor fails to provide such drawings to Western within a reasonable time as determined by Western.

23. Equipment Ownership Markers.

23.1 The Contractor shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the United States right-of-way or in Western substations pursuant to the contract which are owned by the Contractor, by permanently affixing thereto suitable markers clearly identifying the Contractor as the owner of said equipment and facilities.

23.2 If requested by the Contractor, Western shall identify all movable equipment and, to the extent agreed upon by the parties, all other salvageable facilities constructed or installed on the Contractor's right-of-way or in the Contractor's substations pursuant to the contract which are owned by the United States, by permanently affixing thereto suitable markers clearly identifying the United States as the owner of said equipment and facilities.

24. Third-Party Use of Facilities.

The Contractor shall notify Western of any proposed system change relating to the facilities governed by the contract or allowing third-party use of the facilities governed by the contract. If Western notifies the Contractor that said system change will, as solely determined by Western, adversely affect the operation of Western's system the Contractor shall, at no cost to Western, provide a solution to said adverse effect acceptable to Western.

25. Changes to Western Control Facilities.

If at any time during the term of the contract, Western determines that changes or additions to control, relay, or communications facilities are necessary to maintain the reliability or control of Western's transmission system, and said changes or additions are entirely or partially required because of the Contractor's equipment installed under the contract, such changes or additions shall, after consultation with the Contractor, be made by Western with all costs or a proportionate share of all costs, as determined by Western, to be paid by the Contractor. Western shall notify the Contractor in writing of the necessary changes or additions and the estimated costs to be paid by the Contractor. If the Contractor fails to pay its share of said estimated costs, Western shall have the right, after giving sixty (60) days' written notice to the Contractor, to terminate the applicable facility installation provisions to the contract and require the removal of the Contractor's facilities.

26. Modification of Western Facilities.

Western reserves the right, at any time, to modify its facilities. Western shall keep the Contractor informed of all planned modifications to Western facilities which impact the facilities installation pursuant to the contract. Western shall permit the Contractor to change or modify its facilities, in a manner satisfactory to and at no cost or expense to Western, to retain the facilities interconnection pursuant to the contract. At the Contractor's option, Western shall cooperate with the Contractor in planning alternate arrangements for service which shall be implemented at no cost or expense to Western. The Contractor and Western shall modify the contract, as necessary, to conform to the new facilities arrangements.

27. Transmission Rights.

If the contract involves an installation which sectionalizes a Western transmission line, the Contractor hereby agrees to provide a transmission path to Western across such sectionalizing facilities at no cost or expense to Western. Said transmission path shall be at least equal, in terms of capacity and reliability, to the path in the Western transmission line prior to the installation pursuant to the contract.

28. Construction and Safety Procedures.

28.1 The Contractor hereby acknowledges that it is aware of the hazards inherent in high-voltage electric lines and substations, and hereby assumes full responsibility at all times for the adoption and use of necessary safety measures required to prevent accidental harm to personnel engaged in the construction, inspection, testing, operation, maintenance, replacement, or removal activities of the Contractor pursuant to the contract. The Contractor and the authorized employees, agents, and subcontractors of the Contractor shall comply with all applicable safety laws and building and construction codes, including the provisions of Chapter 1 of the Power System Operations Manual, entitled Power System Switching Procedure, and the Occupational Safety and Health Administration regulations, Title 29 C.F.R. §§ 1910 and 1926, as amended or supplemented. In addition to the safety program required herein, upon request of the United States, the Contractor shall provide sufficient information to demonstrate that the Contractor's safety program is satisfactory to the United States.

28.2 The Contractor and its authorized employees, agents, and subcontractors shall familiarize themselves with the location and character of all the transmission facilities of Western and interconnections of others relating to the work performed by the Contractor under the contract. Prior to starting any construction, installation, or removal work, the Contractor shall submit a plan of procedure to Western which shall indicate the sequence and method of performing the work in a safe manner. No work shall be performed by the Contractor, its employees, agents, or subcontractors until written authorization to proceed is obtained from Western.

28.3 At all times when the Contractor, its employees, agents, or subcontractors are performing activities of any type pursuant to the contract, such activities shall be under supervision of a qualified employee, agent, or subcontractor of the Contractor who shall be authorized to represent the Contractor in all matters pertaining to the activity being performed. The Contractor and Western will keep each other informed of the names of their designated representatives at the site.

28.4 Upon completion of its work, the Contractor shall remove from the vicinity of the right-of-way of the United States all buildings, rubbish, used materials, concrete forms, and other like material belonging to the Contractor or used under the Contractor's direction, and in the event of failure to do so the same may be removed by Western at the expense of the Contractor.

28.5 In the event the Contractor, its employees, agents, or subcontractors fail to comply with any requirement of this Provision, or Provision 21 (Inspection and Acceptance) herein, Western or an authorized representative may issue an order to stop all or any part of the work until such time as the Contractor demonstrates

compliance with the provision at issue. The Contractor, its employees, agents, or subcontractors shall make no claim for compensation or damages resulting from such work stoppage.

29. Environmental Compliance.

Facilities installed under the contract by any party shall be constructed, operated, maintained, replaced, transported, and removed subject to compliance with all applicable laws, including but not limited to the National Historic Preservation Act of 1966, 16 U.S.C. §§ 470x-6, the National Environmental Policy Act of 1969, 42 U.S.C. §§ 4321-4347, the Endangered Species Act of 1973, 16 U.S.C. §§ 1531-1544, and the Archaeological Resources Protection Act of 1979, 16 U.S.C. §§ 470aa-470mm, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, as well as any other existing or subsequent applicable laws, regulations, and executive orders.

30. Responsibility for Regulated Materials.

When either party owns equipment containing regulated material located on the other party's substation, switchyard, right-of-way, or other property, the equipment owner shall be responsible for all activities related to regulated materials in such equipment that are necessary to meet the requirements of the Toxic Substances Control Act, 15 U.S.C. §§ 2601-2692, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992k, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601-9675, the Oil Pollution Act of 1990, 33 U.S.C. §§ 2702-2761, the Clean Water Act, 33 U.S.C. §§ 1251-1387, the Safe Drinking Water Act, 42 U.S.C. §§ 300f-j26, and the regulations and executive orders implementing these laws, as they may be amended or supplemented, and any other existing or subsequent applicable laws, regulations, and executive orders. Each party shall label its equipment containing regulated material in accordance with appropriate laws and regulations. If the party owning the equipment does not perform activities required under appropriate laws and regulations within the time frame specified therein, the other party may perform or cause to be performed the required activities after notice to and at the sole expense of the party owning the equipment.

VI. OTHER PROVISIONS.

31. Authorized Representatives of the Parties.

Each party to the contract, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in the contract which are the functions and responsibilities of the authorized representatives of the parties. Each party may change the designation of its authorized representative(s) upon oral notice given to the other, confirmed promptly by written notice.

32. Effect of Section Headings.

Section headings or Provision titles appearing in the contract or these General Power Contract Provisions are inserted for convenience only and shall not be construed as interpretations of text.

33. Operating Guidelines and Procedures.

The parties to the contract may agree upon and put into effect from time to time, such other written guidelines and procedures as may be required in order to establish the methods of operation of the power system to be followed in the performance of the contract.

34. Uncontrollable Forces.

Neither party to the contract shall be considered to be in default in performance of any of its obligations under the contract, except to make payment as specified in Provision 13 (Billing and Payment) herein, when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" means any cause beyond the control of the party affected, including but not restricted to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Nothing contained herein shall be construed to require a party to settle any strike or labor dispute in which it may be involved. Either party rendered unable to fulfill any of its obligations under the contract by reason of an uncontrollable force shall give prompt written notice of such fact to the other party and shall exercise due diligence to remove such inability with all reasonable dispatch.

35. Liability.

35.1 The Contractor hereby agrees to indemnify and hold harmless the United States, its employees, agents, or contractors from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made arising out of the Contractors', its employees', agents', or subcontractors' construction, operation, maintenance, or replacement activities under the contract.

35.2 The United States is liable only for negligence on the part of its officers and employees in accordance with the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1346(c), 2401(b), 2402, 2671, 2672, 2674-2680, as amended or supplemented.

36. Cooperation of Contracting Parties.

If, in the operation and maintenance of their respective power systems or electrical equipment and the utilization thereof for the purposes of the contract, it becomes necessary by reason of any emergency or extraordinary condition for either party to request the other to furnish personnel, materials, tools, and equipment for the accomplishment thereof, the party so requested shall cooperate with the other and render such assistance as the party so requested may determine to be available. The party making such request, upon receipt of properly itemized bills from the other party, shall reimburse the party rendering such assistance for all costs properly and reasonably incurred by it in such performance, including administrative and general expenses, such costs to be determined on the basis of current charges or rates used in its own operations by the party rendering assistance. Issuance and payment of bills for services provided by Western shall be in accordance with Provisions 13 (Billing and Payment) and 14 (Nonpayment of Bills in Full When Due) herein. Western shall pay bills issued by the Contractor for services provided as soon as the necessary vouchers can be prepared which shall normally be within twenty (20) days.

37. Transfer of Interest in Contract or Change in Preference Status.

37.1 No voluntary transfer of the contract or of the rights of the Contractor under the contract shall be made without the prior written approval of the Administrator of Western. Any voluntary transfer of the contract or of the rights of the Contractor under the contract made without the prior written approval of the Administrator of Western may result in the termination of the contract; Provided, That the written approval of the Administrator shall not be unreasonably withheld; Provided further, That if the Contractor operates a project financed in whole or in part by the Rural Utilities Service, the Contractor may transfer or assign its interest in the contract to the Rural Utilities Service or any other department or agency of the Federal Government without such prior written approval; Provided further, That any successor to or assignee of the rights of the Contractor, whether by voluntary transfer, judicial sale,

foreclosure sale, or otherwise, shall be subject to all the provisions and conditions of the contract to the same extent as though such successor or assignee were the original Contractor under the contract; and, Provided further, That the execution of a mortgage or trust deed, or judicial or foreclosure sales made thereunder, shall not be deemed voluntary transfers within the meaning of this Provision.

37.2 The Contractor shall maintain its status as an entity eligible for preference in Western's sale of Federal power pursuant to Reclamation law, as amended and supplemented.

37.3 Western shall give the Contractor written notice of Western's proposed determination that the Contractor has violated Provision 37.1 and Western's proposed action in response to the violation.

37.4 The Contractor shall have 120 days after receipt of Western's notice provided under Provision 37.3 to submit a written response to Western. The Contractor may also make an oral presentation to the Administrator during this 120-day period.

37.5 At any time during this process, the Contractor and Western may agree upon corrective action to resolve Western's proposed determination that the Contractor is in violation of Provision 37.1.

37.6 Within 30 days of receipt of the Contractor's written response provided under Provision 37.4, Western will notify the Contractor in writing of its final decision. The Administrator's written notice will include the intended action, the effective date thereof, and the reasons for taking the intended action. Implementation of the Administrator's action shall take place no earlier than 60 days from the Contractor's receipt of such notice.

37.7 Any successor to Western shall be subject to all the provisions and conditions of the contract to the same extent as though such successor were an original signatory to the contract.

37.8 Nothing in this Provision shall preclude any right to judicial review available to the Contractor under Federal law.

38. Choice of Law and Forum.

Federal law shall control the obligations and procedures established by this contract and the performance and enforcement thereof. The forum for litigation arising from this contract shall exclusively be a Federal court of the United States, unless the parties agree to pursue alternative dispute resolution.

39. Waivers.

Any waivers at any time by either party to the contract of its rights with respect to a default or any other matter arising under or in connection with the contract shall not be deemed a waiver with respect to any subsequent default or matter.

40. Notices.

Any notice, demand, or request specifically required by the contract or these Provisions to be in writing shall be considered properly given when delivered in person or sent by postage prepaid registered or certified mail, commercial delivery service, facsimile, electronic, prepaid telegram, or by other means with prior agreement of the parties, to each party's authorized representative at the principal offices of the party. The designation of the person to be notified may be changed at any time by similar notice. Where facsimile or electronic means are utilized for any communication covered by this Provision, the sending party shall keep a contemporaneous record of such communications and shall verify receipt by the other party.

41. Contingent Upon Appropriations and Authorization.

41.1 Where activities provided for in the contract extend beyond the current fiscal year, continued expenditures by the United States are contingent upon Congress making the necessary appropriations required for the continued performance of the United States' obligations under the contract. In case such appropriation is not made, the Contractor hereby releases the United States from its contractual obligations and from all liability due to the failure of Congress to make such appropriation.

41.2 In order to receive and expend funds advanced from the Contractor necessary for the continued performance of the obligations of the United States under the contract, additional authorization may be required. In case such authorization is not received, the Contractor hereby releases the United States from those contractual obligations and from all liability due to the lack of such authorization.

42. Covenant Against Contingent Fees.

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, Western shall have the right to annul the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.

43. Contract Work Hours and Safety Standards.

The contract, to the extent that it is of a character specified in Section 103 of the Contract Work Hours and Safety Standards Act (Act), 40 U.S.C. § 3701, as amended or supplemented, is subject to the provisions of the Act, 40 U.S.C. §§ 3701-3708, as amended or supplemented, and to regulations promulgated by the Secretary of Labor pursuant to the Act.

44. Compliance with Federal Anti-Discrimination Laws.

44.1 The Contractor shall comply with all applicable Federal anti-discrimination laws. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

44.2 By executing this agreement, the Contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws. "Program promoting diversity, equity, and inclusion" means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

44.3 Indian Tribes and tribal organizations may apply Indian preference to the extent permitted by Federal law.

45. Use of Convict Labor.

The Contractor agrees not to employ any person undergoing sentence of imprisonment in performing the contract except as provided by 18 U.S.C. § 3622(c), as amended or supplemented, and Executive Order No. 11755, 39 Fed. Reg. 779 (1973), as amended or supplemented.

RESOLUTION NUMBER _____

WHEREAS, the Beatrice Humane Society has requested permission from the Mayor and City Council to hold a “Doggie Swim Evening” fundraiser at the Big Blue Water Park (hereinafter “Water Park”); and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant the Beatrice Humane Society and their designees, permission to use the Water Park on the date of August 19, 2025.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grant permission to the Beatrice Humane Society and their designees, to hold a fundraising event at the Water Park. Said permission should be effective August 19, 2025.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



July 22, 2025

Mr. Tobias Tempelmeyer and The Beatrice City Council:

The Beatrice Humane Society would like to request the use of the Big Blue Water Park from 6pm to 8pm on August 19th for our Annual Doggie Swim Event. This event is well attended and anticipated by our community and last year we had almost 100 dogs and the people who love them in attendance. We will provide volunteer gate guards and volunteers to help visitors during the event. The pool will provide lifeguards for the event. We will be hosting this as part of our 25 years of Saving Lives celebration that will culminate in an open house that weekend.

Similar to last year, no human swimming will be allowed- only wading. The diving boards, slides and kiddie splash area will be off limits for this event. We have attached a copy of our liability waivers that will be completed by every person entering the event. All donations received from the event will go to the Beatrice Humane Society General Operations Fund. We will have a very small concessions stand with pup cups as a fundraiser as well!

Sincerely,

Carlee Fiddes

Carlee Fiddes

Executive Director

Beatrice Humane Society



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: July 23, 2025

FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: August 4, 2025

SUBJECT: Opioid Settlement – Purdue/Sackler

EXHIBIT(S): Participation Form

Nationwide settlements have been reached to resolve all Opioids litigation brought by states and local political subdivisions against Purdue and the Sackler family. In total approximately \$136 billion in settlement proceeds are payable to states and subdivisions.

The City of Beatrice, as a political subdivision of the State of Nebraska, is listed as a “participating subdivision” under the settlement agreements. Beatrice must sign on to these settlement agreements in order to receive our direct share as well as to be eligible to receive any additional distribution or grant from the state’s share.

RESOLUTION NUMBER _____

WHEREAS, a new proposed national opioids settlement has been reached with Purdue and the Sackler family; and

WHEREAS, the City of Beatrice, Nebraska qualifies as a “participating subdivision” under the settlement; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to execute the Participation Form for said settlement in order to receive the City’s direct share of settlement proceeds and to be eligible to receive any additional distribution or grant from the State of Nebraska’s share.

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

SECTION 1. That the Mayor, City Administrator, and City Clerk are hereby authorized to execute the Participation Form involving the opioid litigation brought by states and local political subdivisions against Purdue and the Sackler family, and any and all other documents necessary for the City to receive the City’s direct share of settlement proceeds and/or to be eligible to receive any additional distribution or grant from the State of Nebraska’s share of said proceeds.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Beatrice city, NE
Reference Number: CL-1736318

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Nebraska, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or derek.bral@nebraska.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Beatrice city	State: NE
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. 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 that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to execute an Agreement retaining Kidwell, Inc., to upgrade Cat3/5 network cables at the Beatrice Public Library, and to execute an Agreement retaining Heartland Business Systems, LLC to upgrade Network Switches at the Beatrice Public Library.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement retaining Kidwell, Inc., to upgrade Cat3/5 network cables at the Beatrice Public Library. A copy of said Agreement, marked as "Exhibit A", is attached hereto and incorporated by reference.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute an Agreement retaining Heartland Business Systems, LLC to upgrade Network Switches at the Beatrice Public Library. A copy of said Agreement, marked as "Exhibit B", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"



Beatrice Public Library

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

Rob Wilson

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

Job Name/Location: CAT6A Data Cabling eRate 2025

Kidwell Form 498 ID #143014960:

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

Notes:

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

Payment Terms:

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

Acceptance of Proposal

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

Base Bid

\$30,325

This quote is valid for a period of 30 days.

Authorized Kidwell Signature: _____ 

Date: 2/18/2025

Customer Signature: _____

Date: _____

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



Appendix A

Required Form for RFP Response.

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

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

Vendor Name: Kidwell, Inc.

E-Rate Form 498 ID (SPIN): 143014960

Printed Name: John Wiechman

Signature:  John Wiechman

Date Submitted: February 18, 2025



Kidwell Cabling Resume

Projects and Clients of Similar Type and Size

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

Technical Qualifications of Project Team

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

About Kidwell

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

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

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

See beyond

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®**

IS AWARDED TO

John Wiechman

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

Designation Number: 165927

Registration Start Date: 01-01-2025

Registration End Date: 12-31-2027



Bicsi
RCDD
Since 04-04-2009

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

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

CERTIFICATE OF AUTHORIZATION

Presented To:

Kidwell

as a

Solution Provider

Expertise:

SYSTIMAX Certified, Uniprise Certified

Authorized Territory:

Nebraska & Western Iowa

Melanie Zevenbergen

2025

8966

Melanie Zevenbergen
Vice President Channel, Connectivity & Cable Solutions

Program Year

Partner ID

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

Contract Terms & Conditions

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

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

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

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

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

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

Remedies. The parties shall have the following remedies:

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

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

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

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

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

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

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

Exhibit "B"



Response to FCC Form 470

Beatrice Public Library

E-rate 470 Number: 250013002

SPIN # 143010763



2/5/2025

Matt McConnell
Beatrice Public Library
400 Ella Street
Beatrice, NE 68310

Dear Matt,

Heartland Business Systems, LLC appreciates this opportunity to respond to Beatrice Public Library's E-rate FCC Form 470 request. We understand your desire to partner with a leading manufacturer of enterprise network systems and a trusted expert with a successful track record supporting K-12 school districts. We also understand your requirement of working with a partner experienced and credentialed with the government's E-rate program.

We have over ten years of experience in working with the Universal Services Administration Company ("USAC") and have completed numerous successful projects as a result. We are confident we can work efficiently with your staff and E-rate consultants to anticipate and address any USAC related document requirements.

We are excited about the opportunity to partner on your E-Rate project.

Thank you for your consideration of our proposal.

Respectfully,

Mike Bonham
Solutions Consultant
Heartland Business Systems, LLC
Cell: (402) 970-6851
Email: mbonham@hbs.net



Confidentiality Agreement

This document is confidential and proprietary to Beatrice Public Library (“Customer”), for whose internal use it is strictly and exclusively reserved. Changes to this document or distribution of its contents may be made only with the express written permission of Heartland Business Systems, LLC (“Heartland”).

E-rate Program Support

Heartland understands Customer is seeking an expert partner with experience in the E-rate Program, who will provide the requested hardware and licensing. Heartland acknowledges that it has read, understands and complies with Customer’s scope of work requirements. Heartland also understands and acknowledges that contracts from the approved vendor may be contingent upon the award of E-rate discounts through the Universal Service Administrative Company (“USAC”). Heartland is excited by the prospect of partnering with Customer to update its technology to support 21st century teaching and learning initiatives.

Heartland staff is practiced in the process and documentation requirements of USAC and is authorized to provide E-rate eligible services to Customer. Heartland acknowledges that it has read and complies with applicable laws, regulations and rules promulgated by any Federal, State, County, Municipal and/or other government unit or regulatory body now in effect or which may be in effect during the performance of the contract. Heartland performs background checks on each employee and follows the Drug-Free Workplace Act of 1988.

We are very excited to propose the attached solution referenced on Quote #364938.

Heartland thanks the Beatrice Public Library for this opportunity and the consideration given to its proposal.

Company Experience

Heartland has enjoyed significant growth for more than 30 years and currently employs over 600 employees across Wisconsin, Illinois, Iowa, Minnesota, Michigan, Nebraska, Arkansas, Missouri, and Arizona. It is Heartland’s commitment to its company mission, “to implement hardware and software technologies that will improve the profitability of every customer we serve”, that is the cornerstone to its success.

Heartland Business Systems Overview

From the very beginning, the mission of Heartland has been to implement hardware and software technologies that will improve the success of the customers we serve. Technology is the key to success for every organization. You need instant access to information to make the very best business decisions. At Heartland, our capabilities and expertise make us uniquely qualified to put you in touch with the very latest in technology. It takes experience to design the right program to meet your needs – not just for today, but for the future. It takes leadership to put that plan in place. At Heartland, we pledge to provide you with unsurpassed customer service to help increase your productivity, efficiency and profitability.



Industry Awards and Achievements:



Heartland Business Systems Project Management

Heartland provides Project Management services for projects with multiple phases, multiple resources, or complex scope. The primary goal of project management is completing a project "On-Time and On-Budget". These services include the following:

- Creation and ongoing modification of project plans
- Identification of skill sets required for tasks within a project
- Coordination and scheduling of resources with required skill sets
- Management of project team, tracking completion within budget estimates
- Weekly notification of project status and completion milestones
- Documentation necessary to "close" a project when complete



Assumptions

- Customer will work closely with Heartland in the development and implementation of all deliverables.
- Heartland will make every attempt to provide services that meet Customer's needs as stated. Heartland may make modifications to design and configuration upon receipt of any additional pertinent information from Customer.
- This estimate is based upon Heartland's understanding of the scope of this project as of the date of this proposal. Should the scope change in any way from the scope listed within this document, Heartland retains the right to adjust the estimate accordingly. No scope change or price adjustment will be made without prior communication and written approval to do so from Customer.
- Pricing is subject to change with or without notice based on manufacturer or vendor product price changes outside the control of Heartland.
- The authorization of this Quote and commencement of this project are contingent upon the Customer receiving their Funding Commitment Decision Letter of Category 1 and/or Category 2 funding from the Universal Service Administrative Company. However, in the event that the Universal Service Administrative Company denies any part of the funding request, Customer shall be fully responsible for paying such amount. Heartland shall have the right to require Customer to provide a copy of its Funding Commitment Letter.
- Final eligibility percentage of hardware, software, services, and ongoing maintenance is determined by USAC.
- In the event that Heartland would be providing any Managed Internal Broadband Services or Basic Maintenance of Internal Connections services, Heartland strongly prefers that Customer utilize the Billed Entity Applicant Reimbursement ("BEAR") billing method. If Customer elects not to utilize the BEAR billing method, Heartland may decline to perform such work.

Billing Philosophy

- We operate best when we have frequent, open communication with our clients about issues and problems they face in operating their businesses.
- We encourage our clients to meet with us on a periodic basis and to call us frequently.

Project Fees

- This agreement is subject to the satisfactory completion of our customary evaluation of prospective clients in accordance with professional standards.
- Any modifications to this proposal will require approval in writing from Heartland.
- Heartland does not bill for incidental expenses (office supplies, telephone calls, etc.) However, we do reserve the right to bill for travel and lodging related expenses should they become necessary for the conduct of this project.
- Customer agrees to this proposal by signing the attached Quote.



References

- Dan Wolter
Network Administrator
Rhineland School District
715-365-9724
woltedan@rhineland.k12.wi.us
- Mark Vallier III
IT Director
Mauston School District
608-847-4410 ext. 4484
mvallier@maustonschools.org
- Mike Feeley
IT Administrator & Network Support
Woodridge School District #68
630-418-9272
feeleym@woodridge68.org

Appendix A

Required Form for RFP Response.

TABLE 2.1: BEATRICE PUBLIC LIBRARY			
E-Rate Eligible Services			
Description	Qty	Unit	Total
Meraki MS130-48X <ul style="list-style-type: none">• P/N: MS130-48X-HW	4	\$3,226.78	\$12,907.12
Meraki Enterprise License <ul style="list-style-type: none">• 5YR	4	\$438.50	\$1,754.00
1meter 10G DAC cable	2	\$50.93	\$101.86

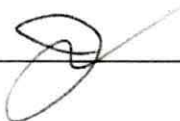
I acknowledge Section 2.1 Pricing and Payment; Beatrice Public Library will only accept discount on invoices; therefore, the winning vendor will file a Form 474 (Service Provider Invoice Form) to request payment of the discount amount for eligible services after billing the applicant for the non-discount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

Vendor Name: Heartland Business Systems , LLC

E-Rate Form 498 ID (SPIN): 143010763

Printed Name: Jon Groh , Staff Attorney

Signature:



Date Submitted: 2/5/25



1700 Stephen Street
Little Chute, WI 54140
800-236-7914
hbs.net

**HEARTLAND BUSINESS SYSTEMS, LLC
LIST OF EXCEPTIONS**

Heartland Business Systems, LLC's Standard Terms and Conditions ("Standard Terms and Conditions") are incorporated herein by reference and made a part of any agreement between the parties. In the event of any direct conflict between the Standard Terms and Conditions and any other provision, the Standard Terms and Conditions shall control.

Seller will require Buyer to provide a purchase order for the entire amount of the purchase. In the event that the Universal Service Administrative Company denies any part of the funding request, Buyer will be fully responsible for paying such amount.

E-Rate 2025 Library Switches - 470#250013002

Quote #364938 v3

Prepared For:

Beatrice Public Library

Matt McConnell
400 Ella Street
Beatrice, NE 68310

P: (402) 228-5200
E: mmccconnell@beatrice.ne.gov

Prepared By:

Omaha, Nebraska Area Office

Mike Bonham
9140 W. Dodge Road Suite 200
Omaha, NE 68114

P: 402-970-6851
E: mbonham@hbs.net

Date Issued:

07.22.2025

Expires:

09.30.2025

Meraki Switches and Software	Price	Qty	Ext. Price
E-rate submission for 2025-2026 year			
Heartland Business Systems SPIN #143010763			
All new Cisco and Meraki orders submitted for hardware, and any attached software, will be non-cancellable and cannot be modified starting 45 days prior to the current estimated ship date. Meraki license-only orders are not impacted by this policy change. Non-cancellable orders are not eligible for RMA credit and are not eligible for an RMA exception.			
MS130-48X-HW Meraki MS130-48X Cloud Mgd. 40GE + 8x(2.5GE) 740W PoE Switch	\$3,226.78	4	\$12,907.12
LIC-MS130-48-5Y Meraki MS130-48 Enterprise License and Support, 5 Year	\$438.50	4	\$1,754.00
MA-CBL-TA-1M Meraki 10 GbE Twinax Cable with SFP+ Modules, 1 Meter	\$50.93	2	\$101.86
	Subtotal		\$14,762.98

Quote Summary	Amount
Meraki Switches and Software	\$14,762.98
Total:	\$14,762.98

This quote may not include applicable sales tax, shipping, handling and/or delivery charges. Final applicable sales tax, shipping, handling and/or delivery charges are calculated and applied at invoice. The above prices are for hardware/software only, and do not include delivery, setup or installation by Heartland ("HBS") unless otherwise noted. Installation by HBS is available at our regular hourly rates, or pursuant to a prepaid HBSFlex Agreement. This configuration is presented for convenience only. HBS is not responsible for typographical or other errors/omissions regarding prices or other information. Prices and configurations are subject to change without notice. HBS may modify or cancel this quote if the pricing is impacted by a tariff. A 20% restocking fee will be charged on any returned part. Customer is responsible for all costs associated with return of product and a \$25.00 processing fee. No returns, cancellations or order changes are accepted by HBS without prior written approval. This quote and any attached agreement are not subject to termination without cause or for convenience. This quote expressly limits acceptance to the terms of this quote, and HBS disclaims any additional terms. Customer may issue a purchase order for administrative purposes only. By providing your "E-Signature," you acknowledge that your electronic signature is the legal equivalent of your manual signature, and you warrant that you have express authority to execute this agreement and legally bind your organization to this proposal and all attached documents. Any purchase that the customer makes from HBS is governed by HBS' Standard Terms and Conditions ("ST&Cs") located at <http://www.hbs.net/standard-terms-and-conditions>, which are incorporated herein by reference. The ST&Cs are subject to change. When a new order is placed, the ST&Cs on the above-stated website at that time shall apply. If customer has signed HBS' ST&Cs version 2021.v1.0 or later, or the parties have executed a current master services agreement, the signed agreement shall control over any conflicting terms in the version on the website. If a current master services agreement does not cover the purchase of products, the ST&Cs located on the website shall govern the purchase of products. Certain purchases also require customer to be bound by end user terms and conditions. A list of end user terms and conditions related to various manufacturers and vendors is set forth at <https://www.hbs.net/End-User-Agreements>. Any purchase that customer makes is also governed by the applicable end user terms and conditions, which are incorporated herein by reference. If customer has questions about whether end user terms and conditions apply to a purchase, customer shall contact HBS. Any order(s) that exceeds the credit limit assigned by HBS shall require upfront payment from customer in an amount determined by HBS. HBS shall make this determination at the time of the order, unless customer has previously submitted the required onboarding paperwork. In such event, HBS shall make this determination at the time of quoting. Customer shall ensure that all invoices are timely paid as stated in Section 2 of the ST&Cs, regardless of whether Customer has a financing or leasing company or other third-party issue the purchase order. In the event that a third-party issues the purchase order, Customer shall be required to sign this Quote for purposes of approving the order. QT.2024.v2.0

Acceptance

Omaha, Nebraska Area Office

Beatrice Public Library

Mike Bonham

Signature / Name

07/22/2025

Date

Signature / Name

Initials

Date

RESOLUTION NUMBER _____

WHEREAS, Article 16 of the Firefighters Union, Local No. 1098, Union Contract requires Firefighter/Paramedics and Firefighter/EMTs to achieve a certain percentage of shift call backs in order to receive a performance-based raise; and

WHEREAS, the City of Beatrice, Nebraska (“City”) and Firefighters Union, Local No. 1098, (“Union”) desire to bolster retention of its Firefighter/Paramedic and Firefighter/EMT staff; and

WHEREAS, the Mayor and City Council for the City of Beatrice desire to enter into a Memorandum of Understanding to set forth City’s and Union’s efforts to bolster retention of its Firefighter/Paramedic and Firefighter/EMT staff by including additional options for receiving credit for a “shift call back” for purposes of calculating their percentage of shift call backs made for their performance-based raise.

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 a Memorandum of Understanding between City and Union to set forth City’s and Union’s efforts to bolster retention of its Firefighter/Paramedic and Firefighter/EMT staff by including additional options for receiving credit for a “shift call back” for purposes of calculating their percentage of shift call backs made for their performance-based raise. A copy of said Memorandum is attached hereto as Exhibit “A” and incorporated by this reference.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), dated the ____ day of _____, 2025, is entered into by and between City of Beatrice, Nebraska, a municipal corporation (herein after referred to as "City"), and Local No. 1098, Firefighters Union (herein after referred to as "Union").

WHEREAS, Article 16 of the Fire Union Contract requires firefighter/paramedics and firefighter/EMTs to achieve a certain percentage of shift call backs in order to receive a performance-based raise; and

WHEREAS, City and Union desire to bolster retention of its firefighter/paramedic and firefighter/EMT staff; and

WHEREAS, City and Union desire to enter into this Memorandum of Understanding to set forth City and Union's efforts to bolster retention of its firefighter/paramedic and firefighter/EMT staff by including additional options for receiving credit for a "shift call back" for purposes of calculating their percentage of shift call backs made for their performance-based raise.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. Effective immediately, firefighter/paramedics and firefighter/EMTs who sign up for and participate in off-duty standby activities or off-duty education events shall be accredited with a "shift call back" for purposes of calculating their percentage of shift call backs made for their performance-based raise.
2. Off-duty standby activities include but are not limited to the races at Beatrice Speedway, Beatrice High School Football games, or Beatrice Middle School and High School Cross Country meets.
3. Off-duty education events include but are not limited to the Night of the Great Pumpkin or Fire Prevention Week.
4. Any firefighter/paramedic or firefighter/EMT wanting an off-duty standby activity or off-duty education event to qualify toward the employee's shift call backs shall email the Fire Chief or his/her designee at least seven (7) calendar days prior to the event. Said email shall include the date, time, location, and name of the event.
5. The Fire Chief or his/her designee shall have the final decision in determining whether the off-duty standby activity or off-duty education event qualifies for accrediting toward an employee's percentage of shift call backs.
6. If a firefighter/paramedic or firefighter/EMT is granted an off-duty standby activity or off-duty education event which qualifies for credit toward their shift call back percentage,

such granting does not entitle the employee to any additional compensation beyond the terms of the Fire Union Contract.

7. This MOU does not amend, and is not intended to amend, the Fire Union Contract between City and Union.
8. This MOU is intended solely as a statement of mutual intentions and does not constitute a legally binding obligation on either party. Any legally binding agreement between the parties shall be set forth in a definitive written agreement executed by authorized representatives of both parties.
9. Both parties to this MOU understand and acknowledge that there is no defined term for this MOU, and this MOU may be terminated at any time for any reason whatsoever by either party.

This MOU comprises the complete and integrated agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements, written or oral, with regard to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2025.

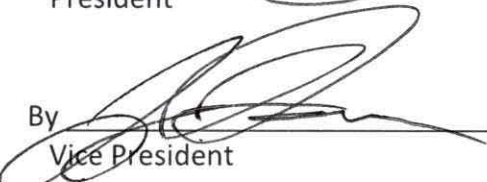
FIREFIGHTERS UNION,
LOCAL NO. 1098

CITY OF BEATRICE, NEBRASKA,
A Municipal Corporation

By 

President

By _____
Robert Morgan, Mayor

By 

Vice President

Attest: _____
Erin Saathoff, MMC, City Clerk

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, a Municipal Corporation (“City”) runs an energy efficiency loan program, in which the City makes low-interest loans to qualifying home owners covering the costs of certain energy efficiency improvements up to Seven Thousand Dollars (\$7,000.00); and

WHEREAS, on or about May 26, 2020, the City executed a Loan Agreement, Promissory Note, and Deed of Trust with Jason Duff and Ashley Mentgen-Duff for Three Thousand Eight Hundred Sixty-Three Dollars (\$3,863.00) in funding for the cost of making energy efficiency improvements to their property, commonly known as 1605 North 11th Street (the “Loan”); and

WHEREAS, to secure the Loan, Jason Duff and Ashley Mentgen-Duff, executed a Promissory Note, dated May 6, 2020, and a Deed of Trust encumbering real property commonly known as 1605 North 11th Street, Beatrice, Nebraska 68310, dated May 6, 2020, and recorded in the Gage County Register of Deeds Office on June 16, 2020, and recorded as Instrument No. 2020-1772; and

WHEREAS, on or about August 13, 2023, Jason Duff conveyed all of his rights, title, and interest in the property commonly known as 1605 North 11th Street to Ashley Mentgen-Duff; and

WHEREAS, Jason Duff and Ashley Mentgen-Duff have satisfied all of the terms of the Loan; 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 Jason Duff and Ashley Mentgen-Duff, 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 said Loan to Jason Duff and Ashley Mentgen-Duff.

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

SECTION 1. That the Energy Efficiency Loan Agreement dated May 6, 2020, is designated as terminated and satisfied.

SECTION 2. That the corresponding Promissory Note dated May 6, 2020, is hereby terminated and satisfied.

SECTION 3. That the Deed of Trust for said Loan Agreement, dated May 6, 2020, and recorded in the Gage County Register of Deeds Office on June 16, 2020, and recorded as Instrument No. 2020-1772, is hereby terminated and satisfied.

SECTION 4. That all securities, guarantees, or obligations of Jason Duff and Ashley Mentgen-Duff regarding the Loan Agreement are hereby terminated and satisfied.

SECTION 5. 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 Jason Duff and Ashley Mentgen-Duff, 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 Loan.

SECTION 6. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 4th day of August, 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 Loan Agreement, dated May 6, 2020, entered into by the RELEASOR and Jason Duff and Ashley Mentgen-Duff, as 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 May 6, 2020, regarding 1605 North 11th Street;
Promissory Note dated May 6, 2020, regarding 1605 North 11th Street; and
Deed of Trust dated May 6, 2020, recorded in the Gage County Register of Deeds
as Instrument No. 2020-1772,

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 August, 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 August, 2025 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

Return to:
Taylor Rivera
400 Ella Street
Beatrice, NE 68310

Space Above Reserved for Recording Information

REQUEST FOR RECONVEYANCE

The undersigned Beneficiaries request the Trustee to reconvey the real estate described as follows:

The South 7 feet of the East 80 feet of Lot Three (3), and the East 80 feet of Lot 4, and the North 21 feet of the East 80 feet of Lot Five (5), Block Six (6), Dwyer's Addition, and the West 40 feet of Eleventh Street (now vacated) lying next adjacent to said lots all in Beatrice, Gage County, Nebraska,

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 August, 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 Deeds of Trust executed by Jason Duff and Ashley Mentgen-Duff, as Trustor to Tobias J. Tempelmeyer, an Attorney and Member in good standing with the Nebraska State Bar Association, as Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated May 6, 2020, recorded in the office of the Gage County Register of Deeds on June 16, 2020, recorded as Instrument No. 2020-1772 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 consideration of such payment and 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 Deeds of Trust in the following:

The South 7 feet of the East 80 feet of Lot Three (3), and the East 80 feet of Lot 4, and the North 21 feet of the East 80 feet of Lot Five (5), Block Six (6), Dwyer's Addition, and the West 40 feet of Eleventh Street (now vacated) lying next adjacent to said lots all in Beatrice, Gage County, Nebraska,

DATED: August ____, 2025.

Tobias J. Tempelmeyer, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on the ____ day of August, 2025, by Tobias J. Tempelmeyer, as Trustee.

Notary Public

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, a Municipal Corporation (“City”) runs an energy efficiency loan program, in which the City makes low-interest loans to qualifying home owners covering the costs of certain energy efficiency improvements up to Seven Thousand Dollars (\$7,000.00); and

WHEREAS, on or about June 12, 2020, the City executed a Loan Agreement, Promissory Note, and Deed of Trust with Jeremy J. Glynn and Dusty Glynn, husband and wife, for Six Thousand One Hundred Twenty-Two Dollars (\$6,122.00) in funding for the cost of making energy efficiency improvements to their property, commonly known as 1500 Lincoln Street (the “Loan”); and

WHEREAS, to secure the Loan, Jeremy J. Glynn and Dusty Glynn, executed a Promissory Note, dated June 12, 2020, and a Deed of Trust encumbering real property commonly known as 1500 Lincoln Street, Beatrice, Nebraska 68310, dated June 12, 2020, and recorded in the Gage County Register of Deeds Office on July 30, 2020, and recorded as Instrument No. 2020-2417; and

WHEREAS, Jeremy J. Glynn and Dusty Glynn have satisfied all of the terms of the Loan; 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 Jeremy J. Glynn and Dusty Glynn, 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 Loan to Jeremy J. Glynn and Dusty Glynn.

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

SECTION 1. That the Energy Efficiency Loan Agreement dated June 12, 2020, is designated as terminated and satisfied.

SECTION 2. That the corresponding Promissory Note dated June 12, 2020, is hereby terminated and satisfied.

SECTION 3. That the Deed of Trust for said Loan Agreement, dated June 12, 2020, and recorded in the Gage County Register of Deeds Office on July 30, 2020, and recorded as Instrument No. 2020-2417, is hereby terminated and satisfied.

SECTION 4. That all securities, guarantees, or obligations of Jeremy J. Glynn and Dusty Glynn regarding the Loan Agreement are hereby terminated and satisfied.

SECTION 5. 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 Jeremy J. Glynn and Dusty Glynn, 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 Loan.

SECTION 6. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 4th day of August, 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 Loan Agreement, dated June 12, 2020, entered into by the RELEASOR and Jeremy J. Glynn and Dusty Glynn, husband and wife, as 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 June 12, 2020, regarding 1500 Lincoln Street;
Promissory Note dated June 12, 2020, regarding 1500 Lincoln Street; and
Deed of Trust dated June 12, 2020, recorded in the Gage County Register of Deeds as Instrument No. 2020-2417,

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 August, 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 August, 2025 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

Return to:
Taylor Rivera
400 Ella Street
Beatrice, NE 68310

Space Above Reserved for Recording Information

REQUEST FOR RECONVEYANCE

The undersigned Beneficiaries request the Trustee to reconvey the real estate described as follows:

Commencing at a point 168 ½ feet South and 55 feet West of the Northeast corner of Lot 6 in A.L. Green’s Subdivision, thence South 147 feet to the North line of Lincoln Street as it is now in use as a public highway in the City of Beatrice, thence East along the North line of said Lincoln Street 55 feet to the East line of Lot 6, thence North 147 feet, thence West 55 feet to place of beginning, all in Beatrice, Gage County, Nebraska,

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 August, 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 Deeds of Trust executed by Jeremy J. Glynn and Dusty Glynn, husband and wife, as Trustor to Tobias J. Tempelmeyer, an Attorney and Member in good standing with the Nebraska State Bar Association, as Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated June 12, 2020, recorded in the office of the Gage County Register of Deeds on July 30, 2020, recorded as Instrument No. 2020-2417 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 consideration of such payment and 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 Deeds of Trust in the following:

Commencing at a point 168 ½ feet South and 55 feet West of the Northeast corner of Lot 6 in A.L. Green’s Subdivision, thence South 147 feet to the North line of Lincoln Street as it is now in use as a public highway in the City of Beatrice, thence East along the North line of said Lincoln Street 55 feet to the East line of Lot 6, thence North 147 feet, thence West 55 feet to place of beginning, all in Beatrice, Gage County, Nebraska,

DATED: August _____, 2025.

Tobias J. Tempelmeyer, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on the _____ day of August, 2025, by Tobias J. Tempelmeyer, as Trustee.

Notary Public

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into an Agreement with the Center for Internet Security (“CIS”) for the purpose of renewing the City of Beatrice’s Endpoint Security Services provided by CIS.

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 an Agreement between the City of Beatrice, Nebraska and CIS for the purpose of renewing the City of Beatrice’s Endpoint Security Services provided by CIS. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



Center for Internet Security, Inc.
 31 Tech Valley Drive
 East Greenbush, New York 12061
 United States

ORDER for Beatrice Board of Public Works

Order: SO-250522-0065095
 Created Date: 5/22/2025
 Valid Through: 9/19/2025
 Prepared by: Jenn Moten
 Phone: (518) 516-3066

Order

Address Information

Bill To:

Beatrice Board of Public Works
 500 North Commerce St
 Beatrice, Nebraska 68310
 United States

Buying Contact: Matt McConnell
Buying Email: mmccconnell@beatrice.ne.gov

Ship To:

Beatrice Board of Public Works
 500 North Commerce St
 Beatrice, Nebraska 68310
 United States

Shipping Contact: Matt McConnell
Shipping Email: mmccconnell@beatrice.ne.gov

Related Information

Currency: USD

Billing Frequency: One-Time

Service Lines

Service	Product Code	Date	Qty	Term	List Price	Sales Price	NET
CIS Services MDR Advanced powered by CrowdStrike	CIS-MDR-ADV-CS-CISS	9/16/2025 - 9/15/2026	175	12 Mon	\$5.00	\$5.00	\$10,500.00
CIS Services MDR Spotlight powered by CrowdStrike	CIS-MDR-SPOT-CS-CISS	9/16/2025 - 9/15/2026	175	12 Mon	\$0.50	\$0.50	\$1,050.00

List Price Total: \$11,550.00

Sales Price Total: \$11,550.00

Net Amount: \$11,550.00

Balance Due Amount: \$11,550.00

Standard Terms

Please note that if the purchase(s) listed above are related to a new product/service, the Date(s) are determined based upon both the order being approved and all pre service requirements met. If the purchase(s) listed above are for a renewing product/service, the Date(s) reflect the actual term.

The fees are listed in USD and do not include any taxes (including but not limited to VAT or withholding taxes) or fees to be collected by a taxing jurisdiction, financial institution or payment processor incidental to the payment of the Balance Due Amount. If Customer is located in a country with applicable VAT/Withholding taxes, Customer is required to declare and make the VAT/Withholding payment. Once Customer makes the required VAT/Withholding payment, a copy of the receipt will be provided to CIS for our records.

Your acceptance of this Order shall constitute your intent to proceed with the purchase of the product or service listed above.

Customer: Beatrice Board of Public Works

Signature _____
 Name _____
 Title _____
 Date _____

**NOTICE OF PUBLIC HEARING ON AN APPLICATION FOR THE
LAND AND WATER CONSERVATION FUND**

NOTICE IS HEREBY GIVEN that at 6:00 p.m. on August 4, 2025 in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, the City of Beatrice will hold a public hearing concerning an application to the Nebraska Department of Economic Development for a Community Development Block Grant (CDBG). This grant is available to local governments for community/ economic development activities.

The City of Beatrice is requesting \$500,000 from the Land and Water Conservation Fund (LWCF), managed by Nebraska Game and Parks, with the objective of constructing new pickleball courts at Chautauqua Park. The primary focus of the proposed project is to acquire property and to construct new pickleball courts. The estimated cost of these planned improvements and property acquisition is \$500,000. Upon receipt of the LWCF grant, the City of Beatrice is ready to provide an equal match of \$250,000, demonstrating a strong commitment to the substantial enhancement of its community's recreational facilities.

All interested parties are invited to attend this public hearing at which time you will have an opportunity to be heard regarding the grant application. Written and oral testimony will also be accepted at the public hearing scheduled for 6:00pm, August 4, 2025 in the BPS Administration Building Board Room, 320 N 5th Str. Written comments addressed to the City Clerk at 400 Ella Street will be accepted if received on or before 5:00 p.m. on August 1, 2025.

Individuals requiring physical or sensory accommodations including interpreter service, Braille, large print, or recorded materials, please contact City Clerk at 400 Ella Street or at 402-228-5200 no later than 5:00 p.m. on August 1, 2025. Accommodations will be made for persons with disabilities and non-English speaking individuals provided that a one (1) day notice is received by the City of Beatrice.

Erin Saathoff, MMC
City Clerk

July 25, 2025

NOTICE OF HEARING

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on Monday, August 4, 2025 in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the acquisition of real property from Franklin W. Rash, a single person, legally described as follows: All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 015162000.

Erin Saathoff, MMC, City Clerk

July 25, 2025

RESOLUTION NUMBER _____

WHEREAS, Franklin W. Rash, a single person, owns certain real property legally described as:

All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska; and

WHEREAS, the City of Beatrice has been presented with the opportunity of acquiring said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Donation of Real Estate and all necessary documents to acquire the above-described real estate from Franklin W. Rash, as set forth below contingent upon the City receiving clear, free and merchantable title in the above-described premises. A copy of said Contract for Donation of Real Estate, marked as Exhibit "A", is attached hereto and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract or the Contract shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR DONATION OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between, Franklin W. Rash, a single person, hereinafter as "Donor", and City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Donee";

WITNESSETH:

WHEREAS, Donor is the owner of the real estate hereinafter described, which real estate Donee desires to acquire, and the parties have reached an agreement with respect to the terms and conditions of the donation of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEGAL DESCRIPTION: Donor agrees to donate to Donee, and Donee agrees to receive from Donor, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

2. RECEIPT: In consideration of the donation made by the Donor, the Donee shall receipt the donation for the assessed value of the real estate, One Hundred Twenty Dollars (\$120.00), and provide written receipt to the Donor in a form sufficient for the Donor's needs.

3. IMPROVEMENTS: There are no known improvements located on the Premises.

4. PERSONAL PROPERTY: There is no known personal property located on the Premises.

5. FIXTURES: There are no known fixtures located on the Premises.

6. RISK OF LOSS: Donor shall bear all risks including but not limited to liability on said property until the time of closing.

7. POSSESSION: Donee shall be entitled to full possession at the time of Closing.

- 8. MARKETABLE TITLE:** Donor shall furnish unto Donee a commitment for Title Insurance, with a Title Insurance Company chosen by Donee and authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Donor, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Donor at or prior to closing. Donee shall pay the costs of title insurance.
- 9. EXCISE TAX/FILING FEES:** No documentary stamp tax shall be levied upon the filing of said Deed. Donee shall pay all filing fees associated with the filing of the Warranty Deed.
- 10. TAXES AND ASSESSMENTS:** Donor shall pay all outstanding real estate taxes and the real estate taxes for tax year 2024, payable in 2025. Taxes for 2025, payable in 2026 shall be paid by Donee. Donee shall pay all real estate taxes for all future years.
- 11. ESCROW:** Donor will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Donee. The Deed will be delivered to Donee by Escrow Agent at the time of closing and all payments or receipts due from Donee to Donor shall have been provided or paid in full.
- 12. ESCROW AGENT:** Donor and Donee hereby appoint Taylor Rivera, as Escrow Agent pursuant to the terms of this agreement, to do the following:
- (a) to receive and execute a copy of this agreement, the deed from the Donor to the Donee, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.
 - (b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.
 - (c) to deliver the deed to the Donee at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.
 - (d) to receive all payments from Donee to Donor under this agreement, and receive any funds required with the obligation of Donor herein.
 - (e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.
 - (f) to collect a closing fee which shall be split evenly between the parties.
 - (g) to remit unto Donor all sums to Donor, after deducting any sums required to be paid as set forth herein.
- 13. CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before July 31, 2025. At the time of closing, Donor shall deliver to Donee the Warranty Deed and Real Estate Transfer Statement in exchange for the receipt described in Section 2 of this Agreement.

14. WAIVER: A waiver by the Donor of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

15. DEFAULT: Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Donor shall fail to donate the Premises to Donee or fail to keep any of the other requirements to be kept by Donor, then Donee may declare default.

16. NOTICES: Notices to Donor shall be given to Dennis A. Rash, 2311 Elk Street, Beatrice, NE, 68310.

Notice to Donee shall be sent to City of Beatrice, 400 Ella Street, Beatrice, NE, 68310.

17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Donor and Donee hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

18. BINDING EFFECT: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

19. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

20. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Donee to Donor.

21. WARRANTIES AND REPRESENTATIONS: Donee receives the premises "as is", based upon the Donee's own inspection of the premises, and no warranties, express or implied have been given by Donor as to the condition of the same, the same being expressly denied.

22. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Donor.

23. GOVERNING LAW: This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

24. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

25. COUNTERPARTS: This Agreement or any amendment to this Agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Donation of Real Estate.


Franklin W. Rash, Donor

Attest:

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

Erin Saathoff, City Clerk

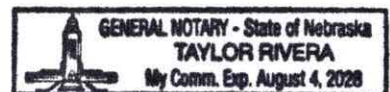
Robert Morgan, Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

The foregoing Contract for Donation of Real Estate was acknowledged before me this 7th day of July, 2025, by Franklin W. Rash, to be his voluntary act and deed.



Notary Public



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STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

The foregoing Contract for Donation of Real Estate was acknowledged before me this _____ day of _____, 2025, by Robert Morgan, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

NOTICE OF HEARING

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on Monday, August 4, 2025 in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the acquisition of real property from Daniel E. Pethoud and Bonny M. Pethoud, husband and wife, legally described as follows: Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly, known as 1123 South 6th Street, Beatrice, Nebraska, Parcel ID No: 014740000.

Erin Saathoff, MMC, City Clerk

July 25, 2025

RESOLUTION NUMBER _____

WHEREAS, Daniel E. Pethoud and Bonny M. Pethoud, husband and wife, owns certain real property legally described as:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly, known as 1123 South 6th Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice has been presented with the opportunity of acquiring said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Donation of Real Estate and all necessary documents to acquire the above-described real estate from Daniel E. Pethoud and Bonny M. Pethoud, as set forth below contingent upon the City receiving clear, free and merchantable title in the above-described premises. A copy of said Contract for Donation of Real Estate, marked as Exhibit "A", is attached hereto and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract or the Contract shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR DONATION OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between, Daniel E. Pethoud and Bonny M. Pethoud, husband and wife, hereinafter collectively referred to as "Donor", and City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Donee";

WITNESSETH:

WHEREAS, Donor is the owner of the real estate hereinafter described, which real estate Donee desires to acquire, and the parties have reached an agreement with respect to the terms and conditions of the donation of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEGAL DESCRIPTION: Donor agrees to donate to Donee, and Donee agrees to receive from Donor, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly, known as 1123 South 6th Street, Beatrice, Nebraska,

subject to easements and restrictions of record, herein the "Premises".

2. PAYMENT: Donor hereby acknowledges that Donor owes Donee Thirteen Thousand Five Hundred Seventy Dollars (\$13,571.00) for costs incurred by the Donee for the demolition of a dilapidated building located on the Premises, including court costs in acquiring a judgment against Donor. Donee shall credit Donor in the amount of Five Thousand Dollars (\$5,000.00) for the donation of the Premises.

Donor further acknowledges that Donor shall owe Donee the full costs incurred by Donee for the payment of delinquent real property taxes owed on the Premises by Donor as well as any taxes paid by Donor for the outstanding real estate taxes for tax year 2024, payable in 2025. Such amount due for said real estate taxes is Four Thousand Two Hundred Ninety-Six Dollars and Forty-Nine Cents (\$4,296.49).

The total amount owed to the City minus the credit set forth in this Section shall be Twelve Thousand Eight Hundred Sixty-Seven Dollars and Forty-Nine Cents (\$12,867.49).

Donor shall make monthly payments in the amount of Two Hundred Sixty-Eight Dollars and Seven Cents (\$268.07) over a period of Forty-Eight (48) months. All payments shall be due

on or before 5:00 p.m. CST on the 1st day of each month, beginning on September 1, 2025, or the next following business day thereafter in the case of weekends or City-observed holidays.

3. **IMPROVEMENTS:** There are no improvements located on the Premises.
4. **PERSONAL PROPERTY:** There is no personal property located on the Premises.
5. **FIXTURES:** There are no fixtures located on the Premises.
6. **RISK OF LOSS:** Donor shall bear all risks including but not limited to liability on said property until the time of closing.
7. **POSSESSION:** Donee shall be entitled to full possession at the time of Closing.
8. **MARKETABLE TITLE:** Donor shall furnish unto Donee a commitment for Title Insurance, with a Title Insurance Company chosen by Donee and authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Donor, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Donor at or prior to closing. Donee shall pay the costs of title insurance.
9. **EXCISE TAX/FILING FEES:** This transaction is exempt from documentary stamp tax pursuant to Neb.Rev.Stat. Section 76-902(2). Donee shall pay all filing fees associated with the filing of the Warranty Deed.
10. **TAXES AND ASSESSMENTS:** All outstanding real estate taxes for the Premises shall be paid by Donee upon closing, including those real estate taxes for tax year 2024 and payable in 2025. Donor acknowledges that Donor shall repay Donor in full for real estate taxes paid by Donee as set forth in Section 2 of this Agreement. Donee shall pay all real estate taxes for all future years.
11. **ESCROW:** Donor will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Donee.
12. **ESCROW AGENT:** Donor and Donee hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:
 - (a) to receive and execute a copy of this agreement, the deed from the Donor to the Donee, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.
 - (b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.
 - (c) to deliver the deed to the Donee at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.
 - (d) to receive all payments from Donee to Donor under this agreement, and receive any funds required with the obligation of Donor herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee which shall be split evenly between the parties.

(g) to remit unto Donor all sums to Donor, after deducting any sums required to be paid as set forth herein.

13. CLOSING: The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before August 29, 2025. At the time of closing, Donor shall deliver to Donee the Warranty Deed and Real Estate Transfer Statement in exchange for the receipt described in Section 3 of this Agreement.

14. WAIVER: A waiver by the Donor of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

15. DEFAULT: If Donor fails to make payment when due of any installment of principal on the amount set forth in Section 2 of this Agreement, and if the default remains unremedied for thirty (30) calendar days after written notice thereof, such failure shall constitute a default of this Agreement. Upon default of this Agreement by Donor, Donee shall have all rights and remedies available to it at law or in equity, including, without limitation, the right to seek damages, injunctive relief, or specific performance. All such rights and remedies shall be cumulative and not exclusive of any other rights or remedies that may be available under this Agreement, at law, or in equity. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy.

16. NOTICES: Notices to Donor shall be given to Daniel and Bonny Pethoud, 101 South 13th Street, Beatrice, NE, 68310.

Notice to Donee shall be sent to City of Beatrice, 400 Ella Street, Beatrice, NE, 68310.

17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Donor and Donee hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

18. BINDING EFFECT: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

19. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall

include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

20. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Donee to Donor.

21. WARRANTIES AND REPRESENTATIONS: Donee receives the premises "as is", based upon the Donee's own inspection of the premises, and no warranties, express or implied have been given by Donor as to the condition of the same, the same being expressly denied.


22. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Donor.

23. GOVERNING LAW: This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

24. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

25. COUNTERPARTS: This Agreement or any amendment to this Agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract for Donation of Real Estate.


Daniel E. Pethoud, Donor


Bonny M. Pethoud, Donor

Attest:


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

Erin Saathoff, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Daniel E. Pethoud, to be his voluntary act and deed.



Notary Public

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Bonny M. Pethoud, to be her voluntary act and deed.

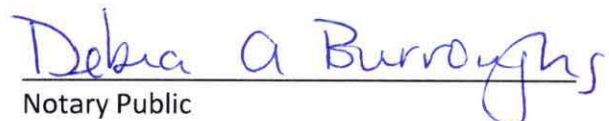


Notary Public

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Robert Morgan, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

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



Notary Public

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, desires to apply for federal assistance from the Land and Water Conservation Fund Program for the purpose of acquiring property and to construct new pickleball courts at Chautauqua Park.

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

SECTION 1. That the Mayor and City Attorney be authorized and are hereby directed to sign the application for federal assistance, and any other official project documents necessary to obtain such assistance, including any agreement, contracts or other documents that are required by the State of Nebraska and the National Park Service.

SECTION 2. That the City of Beatrice, Nebraska will, within thirty (30) calendar days following federal approval, obtain the necessary consultant or appraisal service for this project as directed and as required by Nebraska Game and Parks Commission staff.

SECTION 3. That the City of Beatrice, Nebraska has budgeted or currently has available its fifty percent (50%) match of the proposed total project funds and will allocate these funds toward this project upon project approval by the Nebraska Game and Parks Commission.

SECTION 4. That the City of Beatrice, Nebraska has the financial capability to operate and maintain the completed project and park property in a safe, attractive and sanitary manner.

SECTION 5. That the City of Beatrice, Nebraska will not discriminate against any person on the basis of race, color, age, religion, disability, sex or nation origin in the use of any property or facility acquired or developed pursuant to the project proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 (1964), and any of the

regulations promulgated pursuant to such Act by the Secretary of the Interior and contained in 43 CFR 17.

SECTION 6. That no property acquired and/or developed under this project shall, without the approval of the Nebraska Game and Parks Commission and the Secretary of the Interior, be converted to other than public outdoor recreation use. And, such approval may be granted only if it is in accord with the then existing Statewide Comprehensive Outdoor Recreation Plan (SCORP), and only upon such conditions as deemed necessary to assure the substitution of other outdoor recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

SECTION 7. That the City of Beatrice, Nebraska will replace the land in the event of a conversion in use in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965, as amended.

SECTION 8. That the City of Beatrice, Nebraska agrees to comply with all State and Federal requirements and standards where they can be applied in making the facilities developed under this project, and all future projects, accessible to and usable by the disabled.

SECTION 9. That this is to certify that this resolution is a true copy of the original document that was adopted and passed by the City of Beatrice, Nebraska at a duly advertised public meeting.

SECTION 10. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

RESOLUTION NUMBER _____

WHEREAS, Franklin W. Rash, a single person, owns certain real property legally described as:

All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska; and

WHEREAS, the City of Beatrice has been presented with the opportunity of acquiring said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Donation of Real Estate and all necessary documents to acquire the above-described real estate from Franklin W. Rash, as set forth below contingent upon the City receiving clear, free and merchantable title in the above-described premises. A copy of said Contract for Donation of Real Estate, marked as Exhibit "A", is attached hereto and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract or the Contract shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR DONATION OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between, Franklin W. Rash, a single person, hereinafter as "Donor", and City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Donee";

WITNESSETH:

WHEREAS, Donor is the owner of the real estate hereinafter described, which real estate Donee desires to acquire, and the parties have reached an agreement with respect to the terms and conditions of the donation of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEGAL DESCRIPTION: Donor agrees to donate to Donee, and Donee agrees to receive from Donor, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of Lots One (1) and Two (2), Block Thirty (30), lying South of that portion of said Lots which was deeded to the State of Nebraska on July 23, 1942, and recorded in the Register of Deeds Office, Gage County, Nebraska, in Book 151 of Deeds at Page 451, all in Wittenberg Addition to the City of Beatrice, Gage County, Nebraska,

subject to easements and restrictions of record, herein "the Premises".

2. RECEIPT: In consideration of the donation made by the Donor, the Donee shall receipt the donation for the assessed value of the real estate, One Hundred Twenty Dollars (\$120.00), and provide written receipt to the Donor in a form sufficient for the Donor's needs.

3. IMPROVEMENTS: There are no known improvements located on the Premises.

4. PERSONAL PROPERTY: There is no known personal property located on the Premises.

5. FIXTURES: There are no known fixtures located on the Premises.

6. RISK OF LOSS: Donor shall bear all risks including but not limited to liability on said property until the time of closing.

7. POSSESSION: Donee shall be entitled to full possession at the time of Closing.

8. MARKETABLE TITLE: Donor shall furnish unto Donee a commitment for Title Insurance, with a Title Insurance Company chosen by Donee and authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Donor, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Donor at or prior to closing. Donee shall pay the costs of title insurance.

9. EXCISE TAX/FILING FEES: No documentary stamp tax shall be levied upon the filing of said Deed. Donee shall pay all filing fees associated with the filing of the Warranty Deed.

10. TAXES AND ASSESSMENTS: Donor shall pay all outstanding real estate taxes and the real estate taxes for tax year 2024, payable in 2025. Taxes for 2025, payable in 2026 shall be paid by Donee. Donee shall pay all real estate taxes for all future years.

11. ESCROW: Donor will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Donee. The Deed will be delivered to Donee by Escrow Agent at the time of closing and all payments or receipts due from Donee to Donor shall have been provided or paid in full.

12. ESCROW AGENT: Donor and Donee hereby appoint Taylor Rivera, as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Donor to the Donee, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Donee at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Donee to Donor under this agreement, and receive any funds required with the obligation of Donor herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee which shall be split evenly between the parties.

(g) to remit unto Donor all sums to Donor, after deducting any sums required to be paid as set forth herein.

13. CLOSING: The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before July 31, 2025. At the time of closing, Donor shall deliver to Donee the Warranty Deed and Real Estate Transfer Statement in exchange for the receipt described in Section 2 of this Agreement.

14. WAIVER: A waiver by the Donor of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

15. DEFAULT: Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Donor shall fail to donate the Premises to Donee or fail to keep any of the other requirements to be kept by Donor, then Donee may declare default.

16. NOTICES: Notices to Donor shall be given to Dennis A. Rash, 2311 Elk Street, Beatrice, NE, 68310.

Notice to Donee shall be sent to City of Beatrice, 400 Ella Street, Beatrice, NE, 68310.

17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Donor and Donee hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

18. BINDING EFFECT: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

19. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

20. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Donee to Donor.

21. WARRANTIES AND REPRESENTATIONS: Donee receives the premises "as is", based upon the Donee's own inspection of the premises, and no warranties, express or implied have been given by Donor as to the condition of the same, the same being expressly denied.

22. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Donor.

23. GOVERNING LAW: This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

24. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

25. COUNTERPARTS: This Agreement or any amendment to this Agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Donation of Real Estate.


Franklin W. Rash, Donor

Attest:

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

Erin Saathoff, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

The foregoing Contract for Donation of Real Estate was acknowledged before me this 7th day of July, 2025, by Franklin W. Rash, to be his voluntary act and deed.



Notary Public



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STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

The foregoing Contract for Donation of Real Estate was acknowledged before me this _____ day of _____, 2025, by Robert Morgan, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

RESOLUTION NUMBER _____

WHEREAS, Daniel E. Pethoud and Bonny M. Pethoud, husband and wife, owns certain real property legally described as:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly, known as 1123 South 6th Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice has been presented with the opportunity of acquiring said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said real property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Donation of Real Estate and all necessary documents to acquire the above-described real estate from Daniel E. Pethoud and Bonny M. Pethoud, as set forth below contingent upon the City receiving clear, free and merchantable title in the above-described premises. A copy of said Contract for Donation of Real Estate, marked as Exhibit "A", is attached hereto and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract or the Contract shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR DONATION OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between, Daniel E. Pethoud and Bonny M. Pethoud, husband and wife, hereinafter collectively referred to as "Donor", and City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Donee";

WITNESSETH:

WHEREAS, Donor is the owner of the real estate hereinafter described, which real estate Donee desires to acquire, and the parties have reached an agreement with respect to the terms and conditions of the donation of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. LEGAL DESCRIPTION: Donor agrees to donate to Donee, and Donee agrees to receive from Donor, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska, commonly, known as 1123 South 6th Street, Beatrice, Nebraska,

subject to easements and restrictions of record, herein the "Premises".

2. PAYMENT: Donor hereby acknowledges that Donor owes Donee Thirteen Thousand Five Hundred Seventy Dollars (\$13,571.00) for costs incurred by the Donee for the demolition of a dilapidated building located on the Premises, including court costs in acquiring a judgment against Donor. Donee shall credit Donor in the amount of Five Thousand Dollars (\$5,000.00) for the donation of the Premises.

Donor further acknowledges that Donor shall owe Donee the full costs incurred by Donee for the payment of delinquent real property taxes owed on the Premises by Donor as well as any taxes paid by Donor for the outstanding real estate taxes for tax year 2024, payable in 2025. Such amount due for said real estate taxes is Four Thousand Two Hundred Ninety-Six Dollars and Forty-Nine Cents (\$4,296.49).

The total amount owed to the City minus the credit set forth in this Section shall be Twelve Thousand Eight Hundred Sixty-Seven Dollars and Forty-Nine Cents (\$12,867.49).

Donor shall make monthly payments in the amount of Two Hundred Sixty-Eight Dollars and Seven Cents (\$268.07) over a period of Forty-Eight (48) months. All payments shall be due

on or before 5:00 p.m. CST on the 1st day of each month, beginning on September 1, 2025, or the next following business day thereafter in the case of weekends or City-observed holidays.

3. **IMPROVEMENTS:** There are no improvements located on the Premises.
4. **PERSONAL PROPERTY:** There is no personal property located on the Premises.
5. **FIXTURES:** There are no fixtures located on the Premises.
6. **RISK OF LOSS:** Donor shall bear all risks including but not limited to liability on said property until the time of closing.
7. **POSSESSION:** Donee shall be entitled to full possession at the time of Closing.
8. **MARKETABLE TITLE:** Donor shall furnish unto Donee a commitment for Title Insurance, with a Title Insurance Company chosen by Donee and authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in Donor, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Donor at or prior to closing. Donee shall pay the costs of title insurance.
9. **EXCISE TAX/FILING FEES:** This transaction is exempt from documentary stamp tax pursuant to Neb.Rev.Stat. Section 76-902(2). Donee shall pay all filing fees associated with the filing of the Warranty Deed.
10. **TAXES AND ASSESSMENTS:** All outstanding real estate taxes for the Premises shall be paid by Donee upon closing, including those real estate taxes for tax year 2024 and payable in 2025. Donor acknowledges that Donor shall repay Donor in full for real estate taxes paid by Donee as set forth in Section 2 of this Agreement. Donee shall pay all real estate taxes for all future years.
11. **ESCROW:** Donor will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Donee.
12. **ESCROW AGENT:** Donor and Donee hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:
 - (a) to receive and execute a copy of this agreement, the deed from the Donor to the Donee, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.
 - (b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.
 - (c) to deliver the deed to the Donee at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.
 - (d) to receive all payments from Donee to Donor under this agreement, and receive any funds required with the obligation of Donor herein.

(e) to pay all costs associated with this transaction, including abstracting, title insurance premiums, transfer tax on the deed, filing fees, legal fees, escrow fee, and real estate taxes, existing encumbrances, and all liens and mortgages, if any.

(f) to collect a closing fee which shall be split evenly between the parties.

(g) to remit unto Donor all sums to Donor, after deducting any sums required to be paid as set forth herein.

13. CLOSING: The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before August 29, 2025. At the time of closing, Donor shall deliver to Donee the Warranty Deed and Real Estate Transfer Statement in exchange for the receipt described in Section 3 of this Agreement.

14. WAIVER: A waiver by the Donor of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

15. DEFAULT: If Donor fails to make payment when due of any installment of principal on the amount set forth in Section 2 of this Agreement, and if the default remains unremedied for thirty (30) calendar days after written notice thereof, such failure shall constitute a default of this Agreement. Upon default of this Agreement by Donor, Donee shall have all rights and remedies available to it at law or in equity, including, without limitation, the right to seek damages, injunctive relief, or specific performance. All such rights and remedies shall be cumulative and not exclusive of any other rights or remedies that may be available under this Agreement, at law, or in equity. The exercise of any one right or remedy shall not constitute a waiver of any other right or remedy.

16. NOTICES: Notices to Donor shall be given to Daniel and Bonny Pethoud, 101 South 13th Street, Beatrice, NE, 68310.

Notice to Donee shall be sent to City of Beatrice, 400 Ella Street, Beatrice, NE, 68310.

17. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Donor and Donee hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

18. BINDING EFFECT: This contract shall be binding upon the heirs, executors, administrators and assigns of the parties hereto.

19. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall

include the plural and the masculine the feminine. This agreement shall be executed in triplicate and each shall be considered an original.

20. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Donee to Donor.

21. WARRANTIES AND REPRESENTATIONS: Donee receives the premises "as is", based upon the Donee's own inspection of the premises, and no warranties, express or implied have been given by Donor as to the condition of the same, the same being expressly denied.


22. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Donor.

23. GOVERNING LAW: This Agreement shall be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

24. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

25. COUNTERPARTS: This Agreement or any amendment to this Agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract for Donation of Real Estate.


Daniel E. Pethoud, Donor


Bonny M. Pethoud, Donor

Attest:

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

Erin Saathoff, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Daniel E. Pethoud, to be his voluntary act and deed.



Notary Public

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Bonny M. Pethoud, to be her voluntary act and deed.

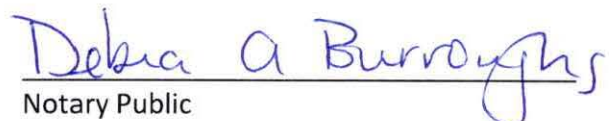


Notary Public

STATE OF NEBRASKA)
)ss:
COUNTY OF GAGE)

17 The foregoing Contract for Donation of Real Estate was acknowledged before me this day of July, 2025, by Robert Morgan, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

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



Notary Public

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska is an eligible unit of a General Local Government authorized to file an application under the Housing and Community Development Act of 1974, as amended for small City's Community Development Block Grant Program; and

WHEREAS, the City of Beatrice was awarded a Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) Community Development Block Grant ("CDBG") from the Nebraska Department of Economic Development ("NDED") for a Downtown Revitalization Project ("23-DTR-002"); and

WHEREAS, the City of Beatrice has decided to use the CDBG funds for a Downtown Revitalization Program; and

WHEREAS, Amy Lynn Redd, a single person, applied to participate in the Downtown Revitalization Program for their building located at 711 East Court Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice desires to enter into an agreement to loan Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00) to Amy Lynn Redd, as part of the Downtown Revitalization Program and CDBG Grant 23-DTR-002.

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

SECTION 1. That the Mayor, City Attorney, and the City Clerk be authorized to execute the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Amy Lynn Redd, for a direct loan in the amount of Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00) from the City's CDBG Downtown Revitalization Grant (23-DTR-002) and to execute all other documents in accordance with the provisions of the same.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

**BEATRICE DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM
LOAN AGREEMENT
23-DTR-002**

THIS AGREEMENT dated the ____ day of _____, 2025, is entered into by and between Amy Lynn Redd, a single person, (herein after jointly referred to as "Borrower") and City of Beatrice, Nebraska, a Municipal corporation ("Lender").

WHEREAS, Lender submitted a Downtown Revitalization ("DTR") application to the Nebraska Department of Economic Development ("DED") for a Community Development Block Grant ("CDBG");

WHEREAS, DED approved Lender's application for a DTR grant;

WHEREAS, Lender has decided to use the CDBG funds from the DTR grant to implement a Downtown Revitalization Improvement Program; and

WHEREAS, Borrower has applied to Lender in participate in the Downtown Revitalization Improvement Program.

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

PART I: THE LOAN

1.01 Purpose of Loan.

Lender has agreed to lend money to Borrower to make improvements to Borrower's building located at:

The East half (E1/2) of Lot Four (4), Block Sixty-One (61), Original Town of Beatrice, Gage County, Nebraska.

Commonly referred to as: 711 East Court Street, Beatrice, Nebraska ("Property").

The exact nature and extent of improvements Borrower will make to the Property are set forth in Borrower's application and environmental review. The improvements Borrower will make to their Property shall be hereinafter referred to as the "Project". A copy of Borrower's application and environmental review are attached hereto and incorporated by reference. Borrower agrees that it will use the loan funds received pursuant to this agreement only for the Project.

1.02 The Loan, Rate, and Draw Down

Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, and Borrower agrees to borrow from the Lender the amount of Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00) at an interest rate of eight and one-half percent (8.5%) per annum.

The disbursement of funds shall be done on a reimbursement basis. Borrower shall have the work for the Project done and then submit invoices and receipts to Lender. Lender will then submit those invoices and receipts to DED and request DED to release the funds. Once the funds have been released by DED and received by Lender, the Lender will then disperse the funds to Borrower. Borrower acknowledges that this disbursement of funds may take sixty (60) to ninety (90) calendar days and that Lender is not required to request reimbursement from DED the same day that Borrower submits their invoices and receipts to Lender. Lender has to right to package or pool reimbursement requests together and submit them to DED on a periodic basis.

1.03 The Term and Repayment.

This Loan and corresponding Promissory Note shall have a term of five (5) years.

If Borrower retains all of the improvements made to the Property as part of the Project for five (5) years then Lender shall forgive the all of the principal and interest due and payable under this Agreement.

If Borrower does not retain all of the improvements made to the Property as part of the Project for five (5) years or if any action by Borrower causes DED to require Lender to repay part or all of the DTR Grant (23-DTR-002) then the entire principal and interest due from Borrower shall by due and payable immediately.

For the purposes of this Agreement, the Borrower's five (5) year clock starts once the Project is complete and the Borrower has received their final disbursement of funds from Lender.

Borrower acknowledges that there may be tax consequences if this loan is forgiven; and that Borrower has had an opportunity to consult their tax advisor.

1.04 Security Position.

Borrower shall execute a Promissory Note, Personal Guaranty, and Deed of Trust on property owned by Borrower naming Lender as Beneficiary. Said property is commonly referred to as 615 Court Street, Beatrice, Nebraska.

PART II: REPRESENTATIONS AND WARRANTIES.

Borrower represents and covenants the following:

2.01 Duly Organized.

Borrower has the power to enter into this Agreement and to borrow.

2.02 Duly Authorized.

The making and performance by Borrower of this Agreement, and the execution and delivery of the Promissory Note in a form satisfactory to Lender (the "Note" or "Promissory Note"), a Personal Guaranty, and a Deed of Trust have been duly authorized by all necessary action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Borrower or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

2.03 Legally Binding Instruments.

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

2.04 No Legal Suits.

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

2.05 No Legal Authorization Needed.

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

2.06 Not in Default.

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

2.07 Taxes Are Paid.

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

2.08 No Adverse Change.

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

PART III. CONDITIONS OF LENDING.

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

3.01 Execution and delivery of Note and Loan Agreement.

Borrower will have executed and delivered to Lender this Loan Agreement, the Promissory Note, and Personal Guaranty in a form satisfactory to Lender and its Counsel.

3.02 Execution and Delivery of Other Documents.

Borrower will have executed and delivered to Lender the Promissory Note, Deed of Trust, and Personal Guaranty.

3.03 Omitted on Purpose.

3.04 Omitted on Purpose.

3.05 Governmental Approval.

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

3.06 Approval of Others.

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

PART IV: AFFIRMATIVE COVENANTS OF BORROWER.

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

4.01 Payment of the Loan.

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

4.02 Payment of Other Indebtedness.

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

4.03 Maintain and Insure Property.

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

4.04 Pay All Taxes.

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

4.05 Omitted on Purpose.

4.06 Provide Financial Information.

Borrower agrees to maintain adequate records and books of account, in which complete entries will be made reflecting all of its business and financial transactions, such entries to be made in accordance with generally accepted principles of good accounting practice consistently applied in the case of financial transactions.

Borrower agrees to provide financial information, and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or counsel, within thirty (30) calendar days of being requested.

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

4.07 Right to Inspection.

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

4.08 Null and Void Covenants.

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

4.09 Closing Costs.

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

4.10 Notice of Default.

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

4.11 Indemnification.

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

4.12 Expenses of Collection or Enforcement.

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

4.13 Omitted on Purpose.

4.14 Compliance With Law.

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

4.15 Environmental Protection Laws.

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

4.16 Omitted on Purpose.

4.17 Omitted on Purpose.

4.18 Omitted on Purpose.

PART V: NEGATIVE COVENANTS OF BORROWER.

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

5.01 Encumber the Pledged Assets.

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

5.02 Change Ownership.

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

PART VI: EVENTS OF DEFAULT.

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

6.01 Nonpayment of Loan.

If Borrower fails to make payment when due of any installment of principal on the Note or accrued interest and if the default remains unremedied for thirty (30) calendar days after written notice thereof.

6.02 Nonpayment of Other Indebtedness.

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

6.03 Incorrect Representation or Warranty.

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

6.04 Default in Covenants.

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

6.05 Voluntary Insolvency.

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

6.06 Involuntary Insolvency.

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

6.07 Omitted on Purpose.

PART VII: MISCELLANEOUS

7.01 Waiver of Notice.

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

7.02 Amendments.

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

7.03 Notices.

All notices, consents, requests, demands and other communication will be in writing and will be deemed to have been duly given to a party if mailed to the Lender at 400 Ella Street, Beatrice, Nebraska 68310, and to Borrower at 711 East Court Street, Beatrice, Nebraska 68310.

7.04 Survival of Representations and Warranties.

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

7.05 Successors and Assigns.

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

7.06 Counterparts.

This Loan Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7.07 Governing Law.

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

7.08 Article and Section Headings.

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

7.09 Effective Agreement.

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

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

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

BORROWER:

BY: _____
Robert Morgan, Mayor



Amy Lynn Redd

Attest:

Erin Saathoff, City Clerk

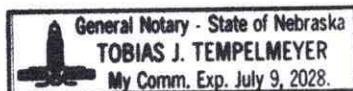
7-22-25

DATE

DATE

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 22 day of July, 2025 by Amy Lynn Redd, to be her voluntary act and deed.





Notary Public

PROMISSORY NOTE
AMY LYNN REDD
DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM

\$7,865.00

Beatrice, Nebraska

For Value Received, the undersigned, Amy Lynn Redd, a single person, (hereafter known as the "Borrower"), promises to pay to the City of Beatrice, Nebraska, a Municipal Corporation, (the "Lender"), the principal sum of Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00), together with interest accruing at the rate of eight and one-half percent (8.5%) per annum on the remaining principal balance.

Interest shall begin to accrue immediately upon the first drawdown of funds as set forth in the Loan Agreement, marked as Exhibit "A" attached hereto.

As set forth in the Loan Agreement, the Borrower shall pay interest and principal payments to Lender.

All payments and any notice to the City of Beatrice will be made at 400 Ella Street, Beatrice, Nebraska, 68310, or such other address as designated to the Borrower in writing. Any notice to the Borrower, will be given to the Borrower at the following address: 711 East Court Street, Beatrice, Nebraska, 68310, or at such other address as the Borrower will have designated to the Lender in writing.

This debt may be prepaid in whole or in part at any time, without penalty or fee.

This Note is to be secured by the Loan Agreement, attached hereto and marked as Exhibit "A", and a Personal Guaranty of Amy Lynn Redd and is subject to any additional terms therein.

It is agreed that if there is a default in the payment of this Note after written notice thereof to Borrower or if default is made under the terms of the Loan Agreement, then, at the option of the Lender, the principal sum, with accrued interest, shall become immediately due and payable.

It is further understood and agreed that, in the event of sale or a material change in the ownership of the Borrower, then this Note shall immediately become due and payable.

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest, suit against any party and all other requirements necessary to hold it;
- (b) Agrees to pay after default all costs of collecting or attempting to collect this note, including reasonable attorneys' fees; and
- (c) Waives as to this debt or any renewal or extension, or of any part, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Note and all provisions are binding on the Borrower, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay,

omission or otherwise waive any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This note is governed and construed in accordance with the laws of the State of Nebraska.


Seven Thousand Eight Hundred Sixty-Five Dollars (\$7,865.00) of the principal amount hereof results from a Downtown Revitalization Improvement Loan made to Borrower pursuant to a Loan Agreement, dated _____, 2025, among the Lender and Borrower, which Loan Agreement is attached hereto as Exhibit "A".

Dated and executed on this _____ day of _____, 2025.

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

BORROWER:

BY: _____
Robert Morgan, Mayor



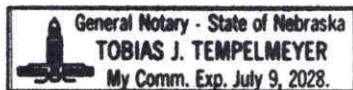
Amy Lynn Redd

Attest:

Erin Saathoff, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 22 day of July, 2025 by Amy Lynn Redd, to be her voluntary act and deed.





Notary Public



AGENDA ITEM

Subject: Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a study, as recommended by the Board of Public Works

For Agenda of: August 4, 2025

Exhibit(s): Resolution and Agreement

Date Submitted: July 30, 2025

Resolution executing an Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a comprehensive strategy for the procurement, permitting, and installation of electric generation

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Board the City has capacity and energy contracts through 2030. HDR will look at the feasibility of building the City's own electric generation, including what equipment would be necessary, determine how large the plant should be, as well as developing a contract strategy if the City chooses to move forward. The total cost for this study is not to exceed \$134,406. Boardmember Moran inquired if the plant would serve Beatrice only or if it would be large enough to service other communities. Tempelmeyer noted HDR would present both options for the City to consider. Boardmember Zarybnicky inquired if then City has an idea of who we could partner with and Tempelmeyer stated John Krajewski of JK Energy has had conversations with several possible partners. Boardmember Baehr inquired if the City decides to move forward with a plant to only serve Beatrice, if it would be capable of an expansion at a later date and Tempelmeyer stated it would. Boardmember Leech inquired if this was previously considered by the City and Tempelmeyer noted approximately ten (10) years ago Pat Feist, Electric Superintendent, and himself toured the plant at Fort Hayes, KS, however at that time the City was able to receive favorable prices on capacity instead.

Boardmember Moran inquired how long it would take to build a plant and Tempelmeyer stated it would take approximately five (5) years. Boardmember Moran also noted the City will likely have to look at a rate increase with the anticipated capacity and energy prices after 2030. Tempelmeyer noted a rate study is being conducted at this time to determine what rates may need to be adjusted and how the City could slowing implement the anticipated rate increase over a period of a few years instead of a large increase all at once. Boardmember Leech inquired what the total cost to build a plant would be. Tempelmeyer stated if the City proceeds with the smaller plant it would be approximately \$50,000,000 however, if the decision would be to build a larger plant, that would range between \$200 to \$300 million. Boardmember Moran inquired where the plant would be and Tempelmeyer noted the ideal site would be on the City property located in the Industrial Park. Boardmember Zarybnicky inquired who would manage the plant and Tempelmeyer stated it would either be hired out or the City would have to look to hire additional staffing with the expertise to run it. Boardmember Hartley inquired if there are any potential partners the City could join with and Tempelmeyer stated there are some others who are exploring options, however, they are not as far along with their research and studies as the City is at this time.

Moved by Baehr, seconded by Zarybnicky, that the Mayor and City Council execute an Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a comprehensive strategy for the procurement, permitting, and installation of electric generation.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to execute an Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a comprehensive strategy for the procurement, permitting, and installation of electric generation.

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 an Agreement retaining HDR, Inc., to evaluate electric generation equipment and to develop a comprehensive strategy for the procurement, permitting, and installation of electric generation. A copy of said Agreement, marked as "Exhibit A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

EXHIBIT A—ENGINEER’S SERVICES

Task 0100 – Conceptual Development Phase

Objectives:

- Review study work previously completed by others related to the project.
- Establish fundamental project structure and protocols.
- Develop a comprehensive plan for successful project execution.

HDR Activities:

1. Project Management Tasks
 - a. Establish and maintain proper communication protocols with the City of Beatrice (“the City”) to be utilized throughout the Project.
 - b. Develop and update overall project schedule and budget.
 - c. Manage HDR’s internal team resources.
 - d. Submit monthly invoices and progress reports to the City.
 - e. Perform administrative functions including consultation, arranging meetings, documenting meeting minutes, documenting stakeholder communications, filing/storing project information and providing progress reports on a regular basis.
 - f. Develop preliminary project risk matrix.
 - g. Establish and maintain a proper document control process and procedure.
 - h. Facilitate weekly project status and update meetings.
 - i. Participate in routine project calls.
2. Technology Review/Selection
 - a. Review the City’s expected electricity needs and planned usage profile.
 - b. Evaluate possible major equipment for electric generation based on the City’s needs and available infrastructure.
 - c. Recommend a size range for Combustion Turbine Generators (CTGs) and/or Reciprocating Internal Combustion Engine (RICE) Generators.
3. Contract Strategy Development
 - a. Develop a comprehensive contract strategy for project completion. It is anticipated that Owner Furnished Equipment (OFE) and installation by an EPC Contractor will be the primary contracting method. The EPC Contract will include balance of plant (BOP) engineering and procurement, engineering for OFE, complete construction, complete start-up and commissioning.
 - b. For all procurement activities, a one-step RFP process is anticipated (bidders submit qualifications with priced proposal). However, if a two-step process is desired by the City for some procurement activities (pre-qualification of bidders before issuing the RFP), that will be determined during Task 0100.

- c. For all procurement activities, a plan will be established for the expected number of bidders and the expected number of parties to negotiate with before contract award (negotiate with one finalist or simultaneously negotiate with multiple bidders).
 - d. Determine the City's desire to have Long Term Service Agreements (LTSA) with OFE vendors.
 - e. Determine if construction or procurement contracts will be required outside of the EPC Contractor's scope (i.e. site pre-grading activities, off-site natural gas system improvements, substation modifications, transmission line upgrades). If so, determine responsibility for execution of that work.
4. Permit Strategy Development
- a. Develop a preliminary permit matrix. Matrix to include requirements for major permits, reviewing agencies, expected schedule impacts, and responsible parties for completing and submitting applications (the City or EPC Contractor). Anticipated major permits are SPP interconnection and air quality construction and operation.
 - b. Develop a strategy for securing major permits. This will include expected timing and information needed to support the desired construction schedule.
 - c. Develop a strategy for securing permits (EPC-led or City-led).
5. Project Schedule Development
- a. Develop, update, and track high level milestone schedule for the project. Key elements to be included in the schedule are: OFE milestones, major permitting milestones, EPC bidding process, and EPC contract execution.
 - b. Identify an initial critical path schedule.

Anticipated Meetings:

- Weekly meetings attended by two (2) HDR team members are anticipated for the duration of the project. Meetings will be conducted via Teams or a similar online meeting platform.

Task Deliverables:

- A spreadsheet will be maintained by HDR for weekly team coordination calls. It will include open and closed action items. It will serve as the agendas and meeting notes for regular City-HDR internal team calls.
- Monthly invoice and progress reports.
- Draft version of Project Execution Plan (PEP) to be submitted to the City for review. PEP to include:
 - Summary of technology considered for electric generation.
 - Recommendation/selection of electric generation equipment.
 - Procurement schedule for Owner Furnished Equipment (OFE).
 - High level project schedule.

	<ul style="list-style-type: none"> • High level Opinion of Probable Construction Cost (OPCC). • Contract strategy. • Permitting strategy. • Preliminary risk matrix. <p>– Final version of PEP.</p>
<p>Information and Services Provided by Others:</p>	<p>– Existing information about the project site to be provided by the City.</p> <p>– The City to provide information on any adjacent site utilities required for the project (natural gas, water, sewer, telecom, etc.).</p> <p>– The City to provide one (1) set of consolidated, non-conflicting comments on all submitted documents.</p>
<p>Key Understandings and Assumptions:</p>	<p>– HDR understands that the City is seeking to have new generation resources online by the end of 2030. However, if this intended schedule cannot be met, HDR understands that the City will purchase needed electricity until the new plant is ready for commercial operation. The project goal will be to have new generation assets online by the end of 2030.</p> <p>– Pricing and schedule information for major equipment provided in prior reports completed by others will be confirmed or updated in Task 0100.</p> <p>– Task 0100 activities are assumed to last from August 2025 through January 2026 (6 months).</p> <p>– HDR will contact vendors regarding expected lead time for items anticipated to be purchased by the City outside of an EPC contract. This equipment includes generation equipment (CTG or RICE), Generator Step-Up (GS)U Transformers, Unit Auxiliary Transformers (UAT), 115 kV Circuit breakers, and 115 kV Disconnect Switches. Task 0100 does not include preparation of equipment procurement documents for any specific equipment; those activities will be accomplished in a later Task.</p> <p>– Project critical path schedule will be high level milestone-based schedule.</p> <p>– The accuracy of OPCC is dependent upon how well the project has been defined when OPCC is prepared. HDR will indicate the accuracy range of the OPCC as it is developed.</p> <p>– All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).</p>

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

ARTICLE 1—COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraphs 1.01, 1.02, and 1.03:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. An amount equal to the cumulative hours charged to the Project by Engineer's personnel times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses, plus Engineer's Subcontractors' and Subconsultants' charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer's Subcontractor's and Subconsultants' charges.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit J as Appendices 1 and 2.

4. The total compensation for such services is estimated to be \$134,406.

a. TASK 0100	<u>\$134,406</u>
b. TASK 0200	<u>To Be Determined</u>
c. TASK 0300	<u>To Be Determined</u>
d. TASK 0400	<u>To Be Determined</u>
e. TASK 0500	<u>To Be Determined</u>
f. TASK 0600	<u>To Be Determined</u>

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but compensation will not exceed the total estimated compensation amount unless approved in writing by Owner. See also Exhibit J Paragraph 1.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Subcontractor's and Subconsultants' charges.
7. The amounts billed for Engineer's services under Exhibit J Paragraph 1.01 will be based on the cumulative hours charged to the Project during the billing period by Engineer's employees times Standard Hourly Rates for the applicable billing class, plus Reimbursable Expenses and Engineer's Subcontractor's and Subconsultants' charges.

1.02 Compensation for Reimbursable Expenses

- A. Owner shall reimburse Engineer for Reimbursable Expenses directly related to the provision of Basic Services, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 110%.

1.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed to Engineer by Engineer's Subconsultants times a factor of 110%.
- B. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. Estimated Compensation Amounts
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered hereunder.

- D. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (prior to January invoicing period each year) to reflect equitable changes in the compensation payable to Engineer.
- E. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

RESOLUTION NUMBER _____

WHEREAS, on or about May 19, 2025, the City of Beatrice, Nebraska entered into an LB840 Economic Development Loan Agreement with The Paddock, LLC, a Nebraska limited liability company for a loan in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for direct financial assistance for the redevelopment of the Paddock Kensington building located at 105 North 6th Street, Beatrice, Nebraska; and

WHEREAS, the City of Beatrice, Nebraska desires to consent to the pledge, assignment, and transfer of the LB840 Loan proceeds to Security First Bank, a Nebraska banking corporation, as security for a loan from Security First Bank to The Paddock, LLC.

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

SECTION 1. The City of Beatrice, Nebraska hereby consents to and is hereby authorized to execute any and all documents necessary to consent to the pledge, assignment, and transfer of the LB840 Loan proceeds to Security First Bank, as security for a loan from Security First Bank to The Paddock, LLC.

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

RESOLUTION PASSED AND ADOPTED this 4th day of August, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

**CONSENT TO PLEDGE AND
COLLATERAL ASSIGNMENT OF LB840**

1. THE PADDOCK, LLC (“Borrower”) has applied to the City of Beatrice, Nebraska (the “Lender”) for a LB840 Economic Development Loan (“LB840 Loan”) in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) for direct financial assistance for the redevelopment of the Paddock Kensington building located 105 North 6th Street, Beatrice, Nebraska.
2. on April 15, 2025, the Citizen’s Advisory Review Committee (“CARC”) recommended the Beatrice City Council to approve the Borrower’s LB840 funding request.
3. Borrower and Lender entered into a LB840 Economic Development Loan Agreement on May 19, 2025.
4. The Lender consents to the pledge and collateral assignment of the LB840 Loan proceeds and disbursements by Borrower to Security First Bank, a Nebraska banking corporation, its successors and assigns (the “Bank”), as security for a loan from the Bank to Borrower (“SFB Loan”), provided that nothing in connection with the SFB Loan or the pledge or assignment of the LB840 Loan shall be binding on the Lender except as specifically set forth herein or in a separate document executed by an authorized representative of the Lender.
5. The undersigned parties agree that all future payments under the TIF Bond shall be made to the Bank at the following address:

Security First Bank – Lincoln f/b/o PADDOCK, LLC
5505 Red Rock Lane
PO Box 6489
Lincoln, NE 68506
Loan Number 1100071232
6. Borrower specifically authorizes the Lender to make payments under the LB840 Loan to the Bank as set forth above and this authorization shall remain in effect until written notice of its termination is received by the Lender from the Bank.
7. Redeveloper and the Bank shall indemnify and hold harmless the Lender from any claims or liabilities arising from the assignment detailed herein, or with respect to payment of the Tax Revenue, except for such obligations of the Lender set forth in the Redevelopment Agreement and Bond Ordinance.
8. This Consent may be executed by the undersigned parties using any number of copies of the agreement. All executed copies taken together will be treated as a single agreement.


[Signature Page Follows]

Effective July 30, 2025.

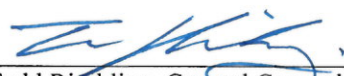
CITY OF BEATRICE, NEBRASKA
a municipal corporation

By: _____
Robert Morgan, Mayor

REDEVELOPER:
THE PADDOCK, LLC

Signed by:

By: _____
C8D0FC748E8F40E...
JACOB HOPPE, Manager

BANK:
SECURITY FIRST BANK

By: 

Todd Rischling, General Counsel