

City of Beatrice, Nebraska  
Regular BPW Board Meeting  
Wednesday, October 29, 2025 at 12:00 PM  
City Hall Conference Room  
400 Ella Street  
Beatrice, NE 68310



## Pledge of Allegiance

1. **ROLL CALL**
2. **CONSENT AGENDA**
  - 2.a. Approve agenda as submitted.
  - 2.b. Receive and place on file all notices pertaining to this meeting.
  - 2.c. Receive and place on file all materials having any bearing on this meeting.
  - 2.d. Approval of minutes of regular BPW Board meeting on October 15, 2025, as on file in the City Clerk's Office.
  - 2.e. Recommend approval of Change Order #1 increase in the amount of \$15,752.47 and Final Pay Request #2 in the amount of \$375,863.63 to Cather and Sons Construction, Inc., for the Mill & Overlay Paving Project – 2025, to the Mayor and City Council.
  - 2.f. Recommend approval of Change Order #5 decrease in the amount of \$3,857.20 and Final Pay Request #5 in the amount of \$29,013.06 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements, to the Mayor and City Council.
  - 2.g. Recommend approval of Pay Request #3 in the amount of \$227,733.02 to Van Kirk Brothers Contracting for the 2025 Corral Crossing Addition project, to the Mayor and City Council.
  - 2.h. Recommend approval of Pay Request #2 in the amount of \$430,115.71 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, to the Mayor and City Council.
3. **PUBLIC HEARINGS/BIDS** - None
4. **RESOLUTIONS**
  - 4.a. Recommend a resolution executing Contract No. 25-UGPR-91 between the City and Western Area Power Administration (WAPA) allowing the resale of Renewable Energy Certificates (RECs), to the Mayor and City Council.
5. **ORDINANCES** - None
6. **PUBLIC FORUM**
7. **DISCUSSIONS/REPORTS**
  - 7.a. Update on Current Projects.
8. **MISCELLANEOUS**
  - 8.a. The next regular BPW Board meeting is November 12, 2025 at 12:00 p.m. in the City Hall Conference Room.

## MINUTES OF THE REGULAR BOARD OF PUBLIC WORKS MEETING

A regular meeting of the Beatrice Board of Public Works was held on the 15<sup>th</sup> day of October, 2025 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

### ROLL CALL

Attending: Boardmembers: Hartley, Leech, Moran

Absent: Baehr, Zarybnicky

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

Boardmember Zarybnicky arrived at 12:02 p.m.

### 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 October 1, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Change Order #1 increase in the amount of \$7,967.90 and Pay Request #3 in the amount of \$222,261.67 to Philip Carkoski Construction and Trenching for Lift Station #6 Rehabilitation Project, to the Mayor and City Council.
- f. Recommend approval of Change Order #1 increase in the amount of \$19,092.31 and Pay Request #1 in the amount of \$112,113.29 to R.L. Tiemann Construction for the 4th and 5th Street Downtown Improvement Project – 2025, to the Mayor and City Council.
- g. Recommend Approval of Pay Request #1 in the amount of \$396,747.55 to Judds Brothers Construction for the West Court Street Water Main Crossing project, to the Mayor and City Council.

Boardmember Zarybnicky inquired what Change Order #1 for the 4<sup>th</sup> and 5<sup>th</sup> Street Downtown Improvement project is for. James Burroughs, City Engineer, explained the contractor removed two (2) concrete planters not originally included on the bid schedule.

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

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

Nay: None

MOTION CARRIED.

### PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

### RESOLUTIONS

**Resolution executing an Agreement for Professional Services retaining JEO to provide engineering design for the Beatrice Chemical Feed Improvements Project, JEO Project #251912**

Rob Mierau, Water Superintendent, reported to the Board the MIOX machine used for the chlorination process has had ongoing issues for the past two (2) years. Mierau noted the City has had issues in finding parts to make repairs to the MIOX machine as well. Mierau explained to the Board the City would like to make changes to the chlorination system and this resolution will retain JEO to provide the engineering design, as required by the State, for a new system.

Moved by Zarybnicky, seconded by Hartley, to recommend that the Mayor and City Council execute an Agreement for Professional Services retaining JEO to provide engineering design for the Beatrice Chemical Feed Improvements Project, JEO Project #251912.

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

MOTION CARRIED.

## ORDINANCES

There were no ordinances.

## PUBLIC FORUM

No one appeared at public forum.

## DISCUSSIONS/REPORTS

### General Manager's Monthly Report

James Burroughs, City Engineer, reported to the Board the WPC Grit Improvement project is underway and progressing well. The WPC Department continues to use the video camera trailer daily to upload into the SewerAI software. Burroughs noted the One- and Six-Year Road and Street Plan will be presented at the next meeting. The Engineering Department is working on the design for 7<sup>th</sup> Street, Arthur to Monroe. Survey work is also being done near the recently acquired property south of Hannibal View to extend Jefferson Street. The Ella Street, 2<sup>nd</sup> to 3<sup>rd</sup> Street, improvement project is currently out for bids. Burroughs noted R.L. Tiemann is working on the paving portion at Corral Crossing and the stormwater work for Heritage Heights has been completed. Burroughs noted Heritage Heights is approximately one (1) month behind on the schedule at this time. Burroughs also noted Beatrice Commons received their funding and will be developing the area south of the Good Samaritan Center on 19<sup>th</sup> Street.

Rob Mierau, Water Superintendent, reported the Department has finished the water main installation at Corral Crossing and is hoping to begin installation at Heritage Heights this week. The replacement of the overhead crossing on the West Court Street Bridge is complete.

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Hannah Bell, Finance Director, reviewed the financing of the Corral Crossing and Heritage Heights Development areas with the Board. The design and study were paid for through the Economic Development fund; demolition was paid out of General Fund; Electric and Water Departments are funding the installation of their infrastructure; and the stormwater, grading, and sanitary sewer will be funded with the Highway Allocation Bonds. Bell also noted the Electric Department received the Digger Derrick truck that was originally ordered in FY22.

## ADJOURNMENT

The next regular BPW Board Meeting will be October 29, 2025 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

Moved by Zarybnicky, seconded by Hartley, that the meeting be adjourned at 12:30 p.m.

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

Nay: None

MOTION CARRIED.



**CHANGE ORDER**

No. 1

DATE OF ISSUANCE 10-20-2025

OWNER City of Beatrice  
 CONTRACTOR Cathers & Sons Construction Inc.  
 CONTRACT Mill & Overlay Paving 2025  
 ENGINEER'S PROJECT NO. 025-004  
 ENGINEER Beatrice City Engineer

You are directed to make the following changes in the Contract Documents: Quantity adjustments.

**Reason for Change Order:**

1. As-built quantities, 2. Retaining Walls on 10<sup>th</sup>, 3. Repour of Sidewalk/Driveways on 10th

Attachments: Cathers & Sons Construction and City Engineer agreed to quantities shown in spreadsheet.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>642,223.39</u>
Net Increase (Decrease) from previous Change Orders No. 0 to 0: \$ <u>0.00</u>
Contract Price prior to this Change Order: \$ <u>642,223.39</u>
Net increase of this Change Order: \$ <u>15,752.47</u>
Contract Price with all approved Change Orders: \$ <u>657,975.96</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>Sept 5, 2025</u> Ready for final payment: <u>Sept 5, 2025</u> (days or dates)
Net change from previous Change Orders No. <u>  </u> to <u>  </u> : Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>Sept 5, 2025</u> Ready for final payment: <u>Sept 5, 2025</u> (days or dates)
Net increase this Change Order: Substantial Completion: <u>25 days</u> Ready for final payment: <u>25 days</u> (days or dates)
Contract Times with all approved Change Orders: Substantial Completion: <u>Sept 30, 2025</u> Ready for final payment: <u>Sept 30, 2025</u> (days or dates)

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

Date: 10-20-25

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 10-20-25

cc: Owner, Contractor, File





# Application and Certificate for Payment

<b>TO OWNER:</b> <i>(Name and address)</i> City of Beatrice 400 Ella Street Beatrice, Neb. 68310	<b>PROJECT:</b> Mill & Overlay Paving Project - 2025	<b>APPLICATION NUMBER:</b> No. 2 – Final	<b>OWNER</b> <input type="checkbox"/> <b>ARCHITECT</b> <input type="checkbox"/> <b>CONTRACTOR</b> <input type="checkbox"/> <b>FIELD</b> <input type="checkbox"/> <b>OTHER</b> <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> <i>(Name and address)</i> Cathers & Sons Construction, Inc. 6400 N 7 <sup>th</sup> Street Lincoln, Neb. 68507	<b>VIA ARCHITECT:</b> City of Beatrice City Engineer	<b>PERIOD TO:</b> <b>CONTRACT FOR:</b> <b>CONTRACT DATE:</b> <b>PROJECT NUMBER:</b> 025-004	

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM.....	\$ 642,223.39
2. Net change by Change Orders.....	\$ 15,752.47
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 657,975.96
4. TOTAL COMPLETED & STORED TO DATE.....	\$ 657,975.96
5. RETAINAGE:	
a. <u>0</u> % of Completed Work      \$ <u>0.00</u>	
b. _____ % of Completed Work      \$ _____	
Total Retainage.....	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$ 657,975.96
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ 282,112.33
(Line 6 from prior Certificate)	
8. CURRENT PAYMEN DUE.....	\$ 375,863.63
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ 0.00

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$ 0.00
Total approved this Month	\$ 15,752.47
<b>TOTALS</b>	<b>\$ 15,752.47</b>
NET CHANGES by Change Order	\$ 15,752.47

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:**

By: See attached Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public:  
My Commission expires: \_\_\_\_\_

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### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

**AMOUNT CERTIFIED**.....\$ 375,863.63

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

**ARCHITECT:** \_\_\_\_\_ Date: 10-20-25

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.

**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Beatrice</u>	<b>Owner's Bid No.:</b> _____
<b>Engineer:</b> <u>City of Beatrice</u>	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> <u>Cather and Sons Construction</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Mill &amp; Overlay Paving Projects -- 2025</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>2</u>	<b>Application Date:</b> <u>10/16/2025</u>
<b>Application Period:</b> From <u>8/15/2025</u> to <u>10/15/2025</u>	

1. Original Contract Price		\$ 642,223.39
2. Net change by Change Orders		\$ 15,752.47
3. Current Contract Price (Line 1 + Line 2)		\$ 657,975.86
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)		\$ 657,975.96
5. Retainage		
a. <u>0%</u> \$ 657,975.96 Work Completed =		\$ -
b. _____ \$ - Stored Materials =		\$ -
c. Total Retainage (Line 5.a + Line 5.b)		\$ -
6. Amount eligible to date (Line 4 - Line 5.c)		\$ 657,975.96
7. Less previous payments (Line 6 from prior application)		\$ 282,112.33
8. Amount due this application		\$ 375,863.63
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.c)		_____

**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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Cather + Sons Construction Inc

**Signature:** \_\_\_\_\_ **Date:** 10/16/25

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

**Approved by Funding Agency**

<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

Progress Estimate - Unit Price Work

Contractor's Application for Payment

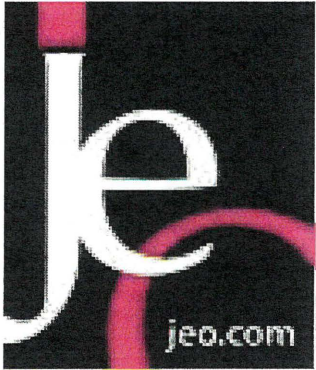
Owner:	City of Beatrice	Owner's Project No.:	
Engineer:	City of Beatrice	Engineer's Project No.:	
Contractor:	Cather and Sons Construction	Contractor's Project No.:	
Project:	Mill & Overlay Paving Projects -- 2025		
Contract:			

Application No.: 2 Application Period: From 08/15/25 to 10/15/25 Application Date: 10/16/25

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H+I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Original Contract</b>											
	Traffic Control	1.00	L.S.	20,000.00	20,000.00	1.00	20,000.00		20,000.00	100%	-
	Mobilization	1.00	L.S.	40,000.00	40,000.00	1.00	40,000.00		40,000.00	100%	-
	Remove Concrete Sidewalk (4-inch thick)	716.34	S.Y.	9.00	6,447.06	732.48	6,592.32		6,592.32	102%	(145.26)
	Remove Asphalt/Concrete/Brick Pavement (6 to 10-inch thick)	1,588.07	S.Y.	12.55	19,930.28	1,668.55	20,940.30		20,940.30	105%	(1,010.02)
	4" Concrete Sidewalk, Class 47B-3000	311.13	S.Y.	83.00	25,823.79	343.53	28,512.99		28,512.99	110%	(2,689.20)
	4" Concrete Sidewalk w/ Integral Curb, Class 47B-3000	96.91	S.Y.	88.00	8,528.08	97.59	8,587.92		8,587.92	101%	(59.84)
	6" Concrete ADA Sidewalk Ramps, Class 47B-3000	505.43	S.Y.	99.00	50,037.57	546.89	54,142.11		54,142.11	108%	(4,104.54)
	6" Concrete Driveways, Class 47B-3000	145.95	S.Y.	85.00	12,405.75	138.43	11,766.55		11,766.55	95%	639.20
	8" Concrete Pavement, Class 47B-3000	35.47	S.Y.	86.00	3,050.42	60.91	5,238.26		5,238.26	172%	(2,187.84)
	8" Concrete Pavement w/ Integral Curb, Class 47B-3500	1,062.25	S.Y.	87.00	92,415.75	1,055.96	91,868.52		91,868.52	99%	547.23
	8" x 30" Full Height Concrete Curb & Gutter, Class 47B-3500	1,003.49	L.F.	33.00	33,115.17	1,004.10	33,135.30		33,135.30	100%	(20.13)
	Concrete Pad for Manhole Cover	3.00	Ea.	790.00	2,370.00	3.00	2,370.00		2,370.00	100%	-
	Concrete Pad for Valve Boxes	1.00	Ea.	585.00	585.00	-	-		-	0%	585.00
	Concrete Pad for Survey Monument	4.00	Ea.	585.00	2,340.00	4.00	2,340.00		2,340.00	100%	-
	Detectable Warning Panels	360.20	S.F.	37.00	13,327.40	320.00	11,840.00		11,840.00	89%	1,487.40
	Asphaltic Concrete, Type SPR, PG 64-34	2,268.85		94.75	214,973.54	2,307.50	218,635.63		218,635.63	102%	(3,662.09)
	Cold Milling, Class S (3-inch) Asphalt	13,462.34		6.00	80,774.04	13,484.42	80,906.52		80,906.52	100%	(132.48)
	Excavation	209.33	C.Y.	38.00	7,954.54	209.33	7,954.54		7,954.54	100%	-
	Seeding	0.30	Acre	9,000.00	2,700.00	0.30	2,700.00		2,700.00	100%	-
	Hydro Mulching	0.30	Tons	18,150.00	5,445.00	0.30	5,445.00		5,445.00	100%	-
<b>Original Contract Totals</b>					\$ 642,223.39		\$ 652,975.96	\$ -	\$ 652,975.96	102%	\$ (10,752.57)

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# JEO Consulting Group Inc.

## Change Order Details

220686.01 - Beatrice Lincoln Street Improvements

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<b>Description</b>	220686.01 Beatrice Lincoln Street Improvements
<b>Prime Contractor</b>	M.E. Collins Contracting Co., Inc. P.O. Box 83 Wahoo, NE 68066
<b>Change Order</b>	5
<b>Status</b>	Pending
<b>Date Created</b>	10/13/2025
<b>Summary</b>	Balancing Change Order for Final Payment
<b>Change Order Description</b>	Balancing Change Order for Final Payment
<b>Awarded Project Amount</b>	\$554,222.30
<b>Authorized Project Amount</b>	\$584,118.41
<b>Change Order Amount</b>	-\$3,857.20
<b>Revised Project Amount</b>	\$580,261.21

**Increases/Decreases**

Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Section: 1 - Lincoln Street Improvements</b>									
0100	10	SY	\$2.700	3,807.000	\$10,278.90	52.550	\$141.89	3,859.550	\$10,420.79
Subgrade Preparation									
<b>Reason:</b> Balancing Change Order									
0110	11	SY	\$77.800	2,785.000	\$216,673.00	57.200	\$4,450.16	2,842.200	\$221,123.16
8" Doweled Concrete Pavment with Integral Curb and Gutter									
<b>Reason:</b> Balancing Change Order									
0120	12	SY	\$70.800	118.000	\$8,354.40	3.900	\$276.12	121.900	\$8,630.52
6" Concrete Driveway									
<b>Reason:</b> Balancing Change Order									
0130	13	SF	\$7.000	8,134.000	\$56,938.00	-75.100	-\$525.70	8,058.900	\$56,412.30
4" Concrete Sidewalk									
<b>Reason:</b> Balancing Change Order									
0160	16	SY	\$2.100	2,516.000	\$5,283.60	304.900	\$640.29	2,820.900	\$5,923.89
Erosion Contol Type 1B									

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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
<b>Reason:</b> Balancing Change Order									
0170	17	AC	\$5,140.000	0.520	\$2,672.80	0.060	\$308.40	0.580	\$2,981.20
Seeding									
<b>Reason:</b> Balancing Change Order									
0180	18	LF	\$3.700	1,237.000	\$4,576.90	-1,237.000	-\$4,576.90	0.000	\$0.00
Silt Fence, Low Porosity									
<b>Reason:</b> Balancing Change Order									
0190	19	EA	\$251.000	9.000	\$2,259.00	-9.000	-\$2,259.00	0.000	\$0.00
Curb Inlet Sediment Filter									
<b>Reason:</b> Balancing Change Order									
0200	20	SY	\$12.400	300.000	\$3,720.00	-300.000	-\$3,720.00	0.000	\$0.00
Temporary Pavement									
<b>Reason:</b> Balancing Change Order									
0350	9000-31	SY	\$13.700	852.000	\$11,672.40	63.400	\$868.58	915.400	\$12,540.98
Sodding									
<b>Reason:</b> Balancing Change Order									

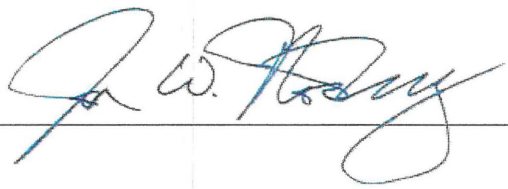
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Line Number	Item ID	Unit	Unit Price	Current		Change		Revised	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
0400	9000-37	LF	\$7.730	55.000	\$425.15	6.500	\$50.25	61.500	\$475.40
Saw Concrete Curb									
<b>Reason:</b> Balancing Change Order									
0410	9000-36	LF	\$11.410	55.000	\$627.55	6.500	\$74.17	61.500	\$701.72
Remove Concrete Curb & Gutter									
<b>Reason:</b> Balancing Change Order									
0420	9000-38	SY	\$6.280	12.200	\$76.62	3.100	\$19.47	15.300	\$96.09
Subgrade Preparation Curb									
<b>Reason:</b> Balancing Change Order									
0430	9000-39	LF	\$60.780	55.000	\$3,342.90	6.500	\$395.07	61.500	\$3,737.97
Install 24"-30" Concrete Curb & Gutter									
<b>Reason:</b> Balancing Change Order									
14 items	Totals				\$326,901.22		-\$3,857.20		\$323,044.02

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

**Contractor**  **Date** 10-15-25

**Engineer**  **Date** 10/15/2025

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**Owner** \_\_\_\_\_ **Date** \_\_\_\_\_



# JEO Consulting Group Inc.

## Detailed Payment

220686.01 - Beatrice Lincoln Street Improvements

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**Description** 220686.01 Beatrice Lincoln Street Improvements  
**Payment Number** 5  
**Pay Period** 09/19/2025 to 10/13/2025  
**Approval Date** 11/03/2025  
**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** \$580,261.21  
**Remarks** Final Payment

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
<b>Section: 1 - Lincoln Street Improvements</b>										

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
0010	1	LS	\$36,100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$36,100.00
Mobilization										
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	0.000	189.000	189.000	189.000	\$0.00	\$1,871.10
Remove Concrete Sidewalk										
0050	5	SY	\$9.900	40.000	0.000	40.000	40.000	40.000	\$0.00	\$396.00
Remove Driveway										
0060	6	SY	\$9.900	2,514.000	0.000	2,514.000	2,514.000	2,514.000	\$0.00	\$24,888.60
Remove Pavement										
0070	7	LF	\$16.700	172.000	0.000	172.000	172.000	172.000	\$0.00	\$2,872.40
Remove CMP Storm Sewer Pipe										
0080	8	EA	\$249.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$498.00
Remove and Reset Mailbox										
0090	9	CY	\$18.300	845.500	0.000	845.500	845.500	845.500	\$0.00	\$15,472.65
Earthwork Measured in Embankment (Established Quantity)										
0100	10	SY	\$2.700	3,859.550	0.000	3,859.550	3,859.550	3,859.550	\$0.00	\$10,420.79
Subgrade Preparation										
0110	11	SY	\$77.800	2,842.200	0.000	2,842.200	2,842.200	2,842.200	\$0.00	\$221,123.16
8" Doweled Concrete Pavment with Integral Curb and Gutter										

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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
0120	12	SY	\$70.800	121.900	0.000	121.900	121.900	121.900	\$0.00	\$8,630.52
6" Concrete Driveway										
0130	13	SF	\$7.000	8,058.900	0.000	8,058.900	8,058.900	8,058.900	\$0.00	\$56,412.30
4" Concrete Sidewalk										
0140	14	SF	\$34.600	40.000	0.000	40.000	40.000	40.000	\$0.00	\$1,384.00
Detectable Warning Panels										
0150	15	TON	\$94.200	5.000	0.000	5.000	5.000	5.000	\$0.00	\$471.00
Crushed Rock Surface Course										
0160	16	SY	\$2.100	2,820.900	0.000	2,820.900	2,820.900	2,820.900	\$0.00	\$5,923.89
Erosion Contol Type 1B										
0170	17	AC	\$5,140.000	0.580	0.000	0.580	0.580	0.580	\$0.00	\$2,981.20
Seeding										
0180	18	LF	\$3.700	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, Low Porosity										
0190	19	EA	\$251.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet Sediment Filter										
0200	20	SY	\$12.400	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Pavement										
0210	21	EA	\$304.000	3.000	0.000	3.000	3.000	3.000	\$0.00	\$912.00
Adjust Valve Box to Grade										
0220	22	EA	\$724.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$724.00
Adjust Manhole to Grade										

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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
0230	23	EA	\$420.000	5.000	0.000	5.000	5.000	5.000	\$0.00	\$2,100.00
Manhole Cover Adjustments										
0240	24	EA	\$772.000	4.000	0.000	4.000	4.000	4.000	\$0.00	\$3,088.00
Storm Sewer Tap										
0250	25	LF	\$47.200	20.000	0.000	20.000	20.000	20.000	\$0.00	\$944.00
6" HDPE Pipe										
0260	26	LF	\$74.600	352.000	0.000	352.000	352.000	352.000	\$0.00	\$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	6.000	0.000	6.000	6.000	6.000	\$0.00	\$33,480.00
Curb Inlet (L=6")										
0290	29	EA	\$872.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$872.00
ADS Nyloplast Inline Drain										
0300	30	LF	\$4.200	1,400.000	0.000	1,400.000	1,400.000	1,400.000	\$0.00	\$5,880.00
Polyurea Mkg, 4"										
0310	31	EA	\$131.600	6.000	0.000	6.000	6.000	6.000	\$0.00	\$789.60
Sign < 4 Sq Ft										
0320	32	EA	\$196.600	3.000	0.000	3.000	3.000	3.000	\$0.00	\$589.80
Sign < 4 Sq Ft < 9 Sq Ft										
0330	33	EA	\$244.500	3.000	0.000	3.000	3.000	3.000	\$0.00	\$733.50
Sign Post 2" Square										

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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
0340	34	LS	\$7,240.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,240.00
Temporary Traffic Control Measures										
0350	9000-31	SY	\$13.700	915.400	0.000	915.400	915.400	915.400	\$0.00	\$12,540.98
Sodding										
0360	9000-32	EA	\$2,370.000	2.000	0.000	2.000	2.000	2.000	\$0.00	\$4,740.00
ADS Nyloplast 15" Inline Drain										
0370	100551	LF	\$65.400	40.000	0.000	40.000	40.000	40.000	\$0.00	\$2,616.00
8" HDPE Pipe										
0380	SU010	EACH	\$7,345.980	1.000	0.000	1.000	1.000	1.000	\$0.00	\$7,345.98
Special Curb Inlet										
0390	9000-35	LF	\$79.200	52.000	0.000	52.000	52.000	52.000	\$0.00	\$4,118.40
12" HDPE Pipe										
0400	9000-37	LF	\$7.730	61.500	0.000	61.500	61.500	61.500	\$0.00	\$475.40
Saw Concrete Curb										
0410	9000-36	LF	\$11.410	61.500	0.000	61.500	61.500	61.500	\$0.00	\$701.72
Remove Concrete Curb & Gutter										
0420	9000-38	SY	\$6.280	15.300	0.000	15.300	15.300	15.300	\$0.00	\$96.09
Subgrade Preparation Curb										
0430	9000-39	LF	\$60.780	61.500	0.000	61.500	61.500	61.500	\$0.00	\$3,737.97
Install 24"-30" Concrete Curb & Gutter										
0440	9000-42	LS	\$785.960	1.000	0.000	1.000	1.000	1.000	\$0.00	\$785.96
Sprinkler Repair										

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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
<b>Section Totals:</b>									\$0.00	\$580,261.21
<b>Total Payments:</b>									\$0.00	\$580,261.21

**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
Final Completion	08/26/2025	09/30/2025	N/A	\$0.00	N/A	0.0 Days	\$0.00
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	08/12/2025	N/A	\$0.00	N/A	0.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

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**Summary**

<b>Current Approved Work:</b>	\$0.00
<b>Current Stockpile Advancement:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00
<b>Current Retainage:</b>	\$0.00
<b>Current Retainage Released:</b>	\$29,013.06
<b>Current Liquidated Damages:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00
<b>Current Payment:</b>	\$29,013.06
<b>Previous Payment:</b>	\$74,627.59

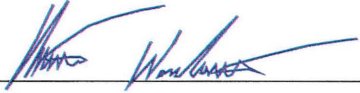
<b>Approved Work To Date:</b>	\$580,261.21
<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Retainage To Date:</b>	\$29,013.06
<b>Retainage Released To Date:</b>	\$29,013.06
<b>Liquidated Damages To Date:</b>	\$0.00
<b>Adjustments To Date:</b>	\$0.00
<b>Payments To Date:</b>	\$580,261.21
<b>Previous Payments To Date:</b>	\$551,248.15

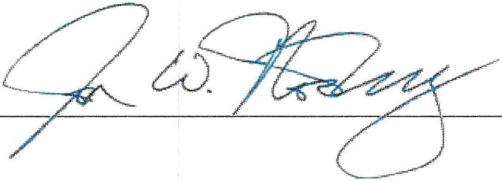
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### Contractor's Certification

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** 10-15-25

**Engineer**  **Date** 10/15/2025

**Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

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# JEO Consulting Group Inc.

## Detailed Payment

240608.02 - Corral Crossing Housing Development

**Description** Construct Corral Crossing Housing Development in Beatrice Nebraska.

**Payment Number** 3

**Pay Period** 09/14/2025 to 10/11/2025

**Approval Date** 11/03/2025

**Prime Contractor** Van Kirk Brothers Contracting  
1200 W Ash Street  
Sutton, NE 68979

**Payment Status** Pending

**Awarded Project Amount** \$979,364.75

**Authorized Amount** \$987,430.07

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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
<b>Section: 1 - GROUP A - GRADING AND EROSION CONTROL</b>										
0020	1	LS	\$13,000.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$6,500.00
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
0030	2	LS	\$1,540.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,540.00
Bonding and Insurance										
0040	3	EA	\$5,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,800.00
Construction Entrance										
0050	4	CY	\$4.300	6,473.000	0.000	6,473.000	6,473.000	6,473.000	\$0.00	\$27,833.90
Site Grading										
0060	5	CY	\$6.250	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Excavation, Established Quantity										
0070	6	CY	\$4.200	6,600.000	0.000	3,300.000	3,300.000	3,300.000	\$0.00	\$13,860.00
Stripping and Topsoiling										
0080	7	LF	\$5.500	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, High Porosity										
0090	8	LF	\$3.500	1,506.000	0.000	1,429.000	1,429.000	1,429.000	\$0.00	\$5,001.50
Silt Fence, Low Porosity										
0100	9	EA	\$220.000	10.000	0.000	2.000	2.000	2.000	\$0.00	\$440.00
Curb Inlet Protection										
0110	10	ACRE	\$2,200.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding, Fertilizer and Mulch										
0120	11	SY	\$1.450	1,130.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										
0130	12	TONS	\$138.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$1,104.00
Rock Riprap, NDOR Type B										

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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
0140	13	EA	\$100.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove and Relocate Sign										
0150	14	EA	\$532.000	0.000	0.000	1.000	1.000	1.000	\$0.00	\$532.00
Remove Tree										
0860	9000-40	CY	\$12.850	738.000	738.000	0.000	738.000	738.000	\$9,483.30	\$9,483.30
Earthwork Measured in Embankment - Contractor Borrow										
0870	9000-41	CY	\$11.090	2,898.000	2,898.000	0.000	2,898.000	2,898.000	\$32,138.82	\$32,138.82
Earthwork Measured in Embankment - Beatrice Borrow										
<b>Section Totals:</b>									\$41,622.12	\$104,233.52
<b>Section: 2 - GROUP B - ROADWAY</b>										
0160	15	LS	\$8,300.000	1.000	0.250	0.250	0.500	0.500	\$2,075.00	\$4,150.00
Mobilization										
0170	16	LS	\$3,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,450.00
Bonding and Insurance										
0180	17	LS	\$1,800.000	1.000	0.500	0.000	0.500	0.500	\$900.00	\$900.00
Temporary Traffic Control Measures										
0190	18	SF	\$1.400	35.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sidewalk										
0200	19	SY	\$14.000	367.000	6.500	65.700	72.200	72.200	\$91.00	\$1,010.80
Remove Pavement										
0210	20	SY	\$2.800	3,128.000	1,067.020	55.700	1,122.720	1,122.720	\$2,987.66	\$3,143.62
Subgrade Preparation										

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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
0220	21	SY	\$62.600	3,128.000	1,067.020	55.700	1,122.720	1,122.720	\$66,795.45	\$70,282.27
7" Concrete Pavement										
0230	22	SF	\$6.100	9,395.000	2,956.000	1,906.000	4,862.000	4,862.000	\$18,031.60	\$29,658.20
4" Concrete Sidewalk										
0240	23	SF	\$88.000	112.000	0.000	16.000	16.000	16.000	\$0.00	\$1,408.00
Detectable Warning Panels										
0250	24	LF	\$31.050	139.000	23.500	31.400	54.900	54.900	\$729.68	\$1,704.65
Concrete Curb and Gutter (24"-36" wide)										
0260	25	EA	\$450.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0270	26	EA	\$311.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Valve Box to Grade										
0280	27	EA	\$400.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install End of Road Marker										
0290	28	LF	\$26.000	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Header										
<b>Section Totals:</b>									\$91,610.39	\$115,707.54
<b>Section: 3 - GROUP C - STORM SEWER</b>										
0300	29	LS	\$19,000.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$9,500.00
Mobilization										
0310	30	LS	\$1,955.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,955.00
Bonding and Insurance										

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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
0320	31	LF	\$55.250	359.000	280.000	79.000	359.000	359.000	\$15,470.00	\$19,834.75
18" RCP, Class III										
0330	32	LF	\$75.750	85.000	59.000	26.000	85.000	85.000	\$4,469.25	\$6,438.75
24" RCP, Class III										
0340	33	LF	\$88.000	82.000	82.000	0.000	82.000	82.000	\$7,216.00	\$7,216.00
24" Round Equivalent (RE) RCP, Class III										
0350	34	LF	\$93.500	77.000	0.000	77.000	77.000	77.000	\$0.00	\$7,199.50
30" RCP, Class III										
0360	35	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0370	36	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										
0380	37	EA	\$1,285.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,285.00
30" RCP Flared End Section										
0390	38	EA	\$6,075.000	9.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Curb Inlet (y=10')										
0400	39	EA	\$5,198.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,198.00
48" Dia. Storm Sewer Manhole										
0410	40	EA	\$375.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Storm Sewer Structure (< 6' deep)										
0420	41	EA	\$735.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$735.00
Connect to Existing Storm Sewer Structure										

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
0430	42	EA	\$29,934.000	1.000	1.000	0.000	1.000	1.000	\$29,934.00	\$29,934.00
Hydrodynamic Separator										
0440	43	EA	\$6,025.000	1.000	1.000	0.000	1.000	1.000	\$6,025.00	\$6,025.00
72" Dia. Storm Sewer Manhole										
<b>Section Totals:</b>									\$63,114.25	\$97,543.00
<b>Section: 4 - GROUP D – SANITARY SEWER</b>										
0450	44	LS	\$4,950.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,950.00
Mobilization										
0460	45	LS	\$540.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$540.00
Bonding and Insurance										
0470	46	LF	\$49.500	321.000	0.000	321.000	321.000	321.000	\$0.00	\$15,889.50
8" PVC Sanitary Sewer Main, SDR 35										
0480	47	LF	\$40.000	264.000	0.000	264.000	264.000	264.000	\$0.00	\$10,560.00
4" PVC Sanitary Sewer Service, SDR 26										
0490	48	VF	\$882.000	5.000	0.000	5.000	5.000	5.000	\$0.00	\$4,410.00
48" Dia. Concrete Manhole										
0500	49	EA	\$430.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$5,160.00
10" x 4" Wye, PVC										
0510	50	LF	\$16.500	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove 10" Sanitary Sewer Main										
0520	51	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										

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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
<b>Section Totals:</b>									\$0.00	\$42,232.50
<b>Section: 5 - GROUP E - ROADWAY</b>										
0530	52	LS	\$2,475.000	1.000	0.500	0.000	0.500	0.500	\$1,237.50	\$1,237.50
Mobilization										
0540	53	LS	\$900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$900.00
Bonding and Insurance										
0550	54	LS	\$1,800.000	1.000	0.500	0.000	0.500	0.500	\$900.00	\$900.00
Temporary Traffic Control Measures										
0560	55	SY	\$2.800	1,002.000	630.500	0.000	630.500	630.500	\$1,765.40	\$1,765.40
Subgrade Preparation										
0570	56	SY	\$62.600	1,002.000	630.500	0.000	630.500	630.500	\$39,469.30	\$39,469.30
7" Concrete Pavement										
0580	57	EA	\$100.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
0590	58	EA	\$450.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
<b>Section Totals:</b>									\$43,372.20	\$44,272.20
<b>Section: 6 - GROUP F - SANITARY SEWER</b>										
0600	59	LS	\$4,950.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,950.00
Mobilization										
0610	60	LS	\$580.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$580.00
Bonding and Insurance										

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
0620	61	LF	\$49.500	124.000	0.000	124.000	124.000	124.000	\$0.00	\$6,138.00
8" PVC Sanitary Sewer Main, SDR 35										
0630	62	LF	\$40.000	309.000	0.000	309.000	309.000	309.000	\$0.00	\$12,360.00
4" PVC Sanitary Sewer Service, SDR 26										
0640	63	VF	\$887.000	21.000	0.000	21.000	21.000	21.000	\$0.00	\$18,627.00
48" Dia. Concrete Manhole										
0650	64	EA	\$430.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
10" x 4" Wye, PVC										
0660	65	EA	\$282.000	4.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
0670	66	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										
<b>Section Totals:</b>									\$0.00	\$45,634.00
<b>Section: 7 - GROUP G – ROADWAY</b>										
0680	67	LS	\$2,475.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										
0690	68	LS	\$2,100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,100.00
Bonding and Insurance										
0700	69	LS	\$1,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Traffic Control Measures										
0710	70	SY	\$2.800	2,195.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										

Detailed Payment:

240608.02 - Corral Crossing Housing Development

10/15/2025

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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
0720	71	SY	\$62.600	2,195.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
7" Concrete Pavement										
0730	72	SF	\$6.100	1,456.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" Concrete Sidewalk										
0740	73	LF	\$31.000	22.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Curb and Gutter (24"-36" wide)										
0750	74	SF	\$88.000	48.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0760	75	EA	\$580.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0770	76	EA	\$310.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Valve Box to Grade										
0780	77	EA	\$100.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
<b>Section Totals:</b>									\$0.00	\$2,100.00
<b>Section: 8 - GROUP H – SANITARY SEWER</b>										
0790	78	LS	\$5,775.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,775.00
Mobilization										
0800	79	LS	\$660.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$660.00
Bonding and Insurance										
0810	80	LF	\$49.500	285.000	0.000	285.000	285.000	285.000	\$0.00	\$14,107.50
8" PVC Sanitary Sewer Main, SDR 35										

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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
0820	81	LF	\$40.000	330.000	0.000	330.000	330.000	330.000	\$0.00	\$13,200.00
4" PVC Sanitary Sewer Service, SDR 26										
0830	82	VF	\$887.000	18.000	0.000	18.000	18.000	18.000	\$0.00	\$15,966.00
48" Dia. Concrete Manhole										
0840	83	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
0850	84	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										

**Section Totals:** \$0.00 \$52,687.50

**Section: Section ID - Section Description**

0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										

**Section Totals:** \$0.00 \$0.00

**Total Payments:** \$239,718.96 \$504,410.26

**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
Final Completion	11/30/2025	11/30/2025	N/A	\$0.00	N/A	50.0 Days	\$0.00
Substantial Completion	10/31/2025	10/31/2025	N/A	\$0.00	N/A	20.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

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**Summary**

<b>Current Approved Work:</b>	\$239,718.96
<b>Current Stockpile Advancement:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00
<b>Current Retainage:</b>	\$11,985.94
<b>Current Retainage Released:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00
<b>Current Payment:</b>	\$227,733.02
<b>Previous Payment:</b>	\$185,301.11

<b>Approved Work To Date:</b>	\$504,410.26
<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Retainage To Date:</b>	\$25,220.51
<b>Retainage Released To Date:</b>	\$0.00
<b>Liquidated Damages To Date:</b>	\$0.00
<b>Adjustments To Date:</b>	\$0.00
<b>Payments To Date:</b>	\$479,189.75
<b>Previous Payments To Date:</b>	\$251,456.73

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## 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

*Melissa Schendemann*

Date

*10/17/25*

Engineer

*J. W. Harty*

Date

*10/23/2025*

Owner

Date



# JEO Consulting Group Inc.

## Detailed Payment

240608.01 - Heritage Heights Housing Development

**Description** Construct Heritage Heights Housing Development in Beatrice Nebraska.

**Payment Number** 2

**Pay Period** 09/14/2025 to 10/11/2025

**Approval Date** 11/03/2025

**Prime Contractor** Van Kirk Brothers Contracting  
1200 W Ash Street  
Sutton, NE 68979

**Payment Status** Pending

**Awarded Project Amount** \$1,324,909.05

**Authorized Amount** \$1,323,518.44

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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
<b>Section: 1 - GROUP A - GRADING AND EROSION CONTROL</b>										
0020	1	LS	\$39,750.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$19,875.00
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
0030	2	LS	\$6,725.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,725.00
Bonding and Insurance										
0040	3	EA	\$5,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,800.00
Construction Entrance										
0050	4	CY	\$4.750	1,740.000	0.000	1,740.000	1,740.000	1,740.000	\$0.00	\$8,265.00
Site Grading										
0060	5	CY	\$12.850	3,729.000	0.000	3,729.000	3,729.000	3,729.000	\$0.00	\$47,917.65
Earthwork Measured in Embankment (Established Quantity)										
0070	6	CY	\$2.300	12,995.000	0.000	5,000.000	5,000.000	5,000.000	\$0.00	\$11,500.00
Stripping and Topsoiling										
0080	7	LF	\$3.500	1,786.000	0.000	1,219.000	1,219.000	1,219.000	\$0.00	\$4,266.50
Silt Fence, Low Porosity										
0090	8	LF	\$5.500	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, High Porosity										
0100	9	EA	\$220.000	8.000	0.000	2.000	2.000	2.000	\$0.00	\$440.00
Curb Inlet Protection										
0110	10	SY	\$1.450	2,011.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										
0120	11	ACRE	\$2,200.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding, Fertilizer and Mulch										
0130	12	TONS	\$138.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Rock Riprap, NDOR Type B										

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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
0140	13	LF	\$8.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Existing Gas Line										
0150	14	LF	\$3.750	19.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Fence										
0160	15	EA	\$605.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Tree										
0720	9000-41	CY	\$11.090	33,386.000	33,386.000	0.000	33,386.000	33,386.000	\$370,250.74	\$370,250.74
Earthwork Measured in Embankment - Beatrice Borrow										
<b>Section Totals:</b>									\$370,250.74	\$475,039.89
<b>Section: 2 - GROUP B - ROADWAY</b>										
0170	16	LS	\$15,150.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										
0180	17	LS	\$4,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,275.00
Bonding and Insurance										
0190	18	LS	\$1,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Traffic Control Measures										
0200	19	SF	\$1.400	150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sidewalk										
0210	20	SY	\$14.000	277.000	54.000	0.000	54.000	54.000	\$756.00	\$756.00
Remove Pavement										
0220	21	SY	\$16.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove driveway										

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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
0230	22	LF	\$14.500	131.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Curb and Gutter										
0240	23	EA	\$54.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Detectable Warning Panels										
0250	24	SY	\$2.800	3,620.000	54.000	0.000	54.000	54.000	\$151.20	\$151.20
Subgrade Preparation										
0260	25	SY	\$65.500	3,507.000	54.000	0.000	54.000	54.000	\$3,537.00	\$3,537.00
7" Concrete Pavement										
0270	26	SY	\$58.500	113.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Concrete Driveway										
0280	27	SF	\$6.100	6,980.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" Concrete Sidewalk										
0290	28	LF	\$18.650	131.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Curb and Gutter (24"-36" wide)										
0300	29	SF	\$88.000	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0310	30	EA	\$580.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0320	31	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install End of Road Marker										
0330	32	LF	\$26.000	32.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Header										

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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	
									<b>Section Totals:</b>	\$4,444.20	\$8,719.20
<b>Section: 3 - GROUP C - STORM SEWER</b>											
0340	33	LS	\$19,450.000	1.000	0.500	0.000	0.500	0.500	\$9,725.00	\$9,725.00	
Mobilization											
0350	34	LS	\$1,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,750.00	
Bonding and Insurance											
0360	35	LF	\$54.000	209.000	42.000	0.000	42.000	42.000	\$2,268.00	\$2,268.00	
18" RCP, Class III											
0370	36	LF	\$70.000	345.000	149.000	0.000	149.000	149.000	\$10,430.00	\$10,430.00	
24" RCP, Class III											
0380	37	EA	\$994.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
18" RCP Flared End Section											
0390	38	EA	\$1,228.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
24" RCP Flared End Section											
0400	39	EA	\$6,115.000	8.000	1.000	0.000	1.000	1.000	\$6,115.00	\$6,115.00	
Curb Inlet (y=10')											
0410	40	EA	\$4,693.000	1.000	1.000	0.000	1.000	1.000	\$4,693.00	\$4,693.00	
48" Dia. Storm Sewer Manhole											
0420	41	EA	\$735.000	2.000	1.000	0.000	1.000	1.000	\$735.00	\$735.00	
Connect to Existing Storm Sewer Pipe											
0430	42	LF	\$14.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Remove CMP Storm Sewer Pipe											

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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
0440	43	EA	\$115.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer FES										
0450	44	EA	\$275.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Storm Sewer Structure (< 6' deep)										
0460	45	EA	\$27,250.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Hydrodynamic Separator										
0470	46	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
72" Dia. Storm Sewer Manhole										
0710	6.5.010	EA	\$5,785.000	1.000	1.000	0.000	1.000	1.000	\$5,785.00	\$5,785.00
60" Dia. Storm Sewer Manhole										
<b>Section Totals:</b>									\$39,751.00	\$41,501.00
<b>Section: 4 - GROUP D – SANITARY SEWER</b>										
0480	47	LS	\$8,900.000	1.000	0.500	0.000	0.500	0.500	\$4,450.00	\$4,450.00
Mobilization										
0490	48	LS	\$1,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,275.00
Bonding and Insurance										
0500	49	LF	\$48.000	729.000	169.000	0.000	169.000	169.000	\$8,112.00	\$8,112.00
8" PVC Sanitary Sewer Main, SDR 35										
0510	50	LF	\$40.000	587.000	205.000	0.000	205.000	205.000	\$8,200.00	\$8,200.00
4" PVC Sanitary Sewer Service, SDR 26										
0520	51	VF	\$724.000	40.000	11.590	0.000	11.590	11.590	\$8,391.16	\$8,391.16
48" Dia. Concrete Manhole										

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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
0530	52	EA	\$282.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" x 4" Wye, PVC										
0540	53	EA	\$90.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Cap, PVC										
0550	54	EA	\$695.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Connect to Existing Sanitary Sewer Main										
0560	55	LF	\$12.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sanitary Sewer Pipe										
<b>Section Totals:</b>									\$29,153.16	\$30,428.16
<b>Section: 5 - GROUP E - ROADWAY</b>										
0570	56	LS	\$5,580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Mobilization										
0580	57	LS	\$2,110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,110.00
Bonding and Insurance										
0590	58	LS	\$1,800.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Temporary Traffic Control Measures										
0600	59	SY	\$2.800	2,169.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Subgrade Preparation										
0610	60	SY	\$65.500	2,169.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
7" Concrete Pavement										
0620	61	SF	\$88.000	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										

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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
0630	62	EA	\$580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0640	63	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
<b>Section Totals:</b>									\$0.00	\$2,110.00
<b>Section: 6 - GROUP F – SANITARY SEWER</b>										
0650	64	LS	\$5,320.000	1.000	0.500	0.000	0.500	0.500	\$2,660.00	\$2,660.00
Mobilization										
0660	65	LS	\$505.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$505.00
Bonding and Insurance										
0670	66	LF	\$48.000	304.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" PVC Sanitary Sewer Main, SDR 35										
0680	67	LF	\$40.000	280.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" PVC Sanitary Sewer Service, SDR 26										
0690	68	VF	\$724.000	9.000	8.970	0.000	8.970	8.970	\$6,494.28	\$6,494.28
48" Dia. Concrete Manhole										
0700	69	EA	\$282.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" x 4" Wye, PVC										
<b>Section Totals:</b>									\$9,154.28	\$9,659.28
<b>Section: Section ID - Section Description</b>										
0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										

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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	
									<b>Section Totals:</b>	\$0.00	\$0.00
									<b>Total Payments:</b>	\$452,753.38	\$567,457.53

**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	
Final Completion	11/30/2025	11/30/2025	N/A	\$0.00	N/A	50.0 Days	\$0.00	
Substantial Completion	10/31/2025	10/31/2025	N/A	\$0.00	N/A	20.0 Days	\$0.00	
							<b>Total Damages:</b>	\$0.00

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**Summary**

<b>Current Approved Work:</b>	\$452,753.38	<b>Approved Work To Date:</b>	\$567,457.53
<b>Current Stockpile Advancement:</b>	\$0.00	<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Retainage:</b>	\$22,637.67	<b>Retainage To Date:</b>	\$28,372.88
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Payment:</b>	\$430,115.71	<b>Payments To Date:</b>	\$539,084.65
<b>Previous Payment:</b>	\$108,968.94	<b>Previous Payments To Date:</b>	\$108,968.94

**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** Melissa Stredeman **Date** 10/17/25

**Engineer** J. W. Hoey **Date** 10/23/2025

**Owner** \_\_\_\_\_ **Date** \_\_\_\_\_

-45-

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 (“Contract No. 13-UGPR-1073”), as amended and restated, for the sale of firm electric power and energy to Beatrice in the form of Renewable Energy Certificates (“RECs”).

**WHEREAS**, on or about April 28, 2023, the City of Beatrice (“City”) and the WAPA entered into a Contract for Firm Electric Service, (“Contract No. 23-UGPR-56”); and

**WHEREAS**, RECs are now considered an environmental attribute of energy received under Contract No. 23-UGPR-1073, making Beatrice eligible to resell RECs in accordance with the WAPA-UGPR REC Program Principles; and

**WHEREAS**, the Mayor and City Council desire to execute a new Contract with WAPA, thereby terminating Contract No. 23-UGPR-56 and allowing the resale of RECs.

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 Contract No. 25-UGPR-91, and any and all documents necessary, between WAPA and the City. A copy of said Contract, marked as Exhibit “A”, is attached hereto and incorporated by reference.

**SECTION 2.** That Contract No. 23-UGPR-56 is hereby terminated in its entirety.

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

RESOLUTION PASSED AND ADOPTED this 3<sup>rd</sup> day of November, 2025.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

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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 TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

1. PREAMBLE: This Contract is made on \_\_\_\_\_, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration, Department of Energy, hereinafter called WAPA, represented by the officer executing this Contract, a duly appointed successor, or a duly authorized representative, hereinafter called the Contracting Officer, 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 successors and assigns, each sometimes hereinafter called the Party or all sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Export Contract (Contract) was developed in accordance with the WAPA-UGPR REC Program Principles, effective August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Beatrice entered into Firm Electric Service Contract No. 13-UGPR-1073 (FES Contract), dated March 31, 2015, with WAPA for the sale of firm electric power and energy to Beatrice.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Beatrice is eligible to receive RECs in accordance with the WAPA-UGPR REC Program Principles.

2.5 The Parties want to terminate REC Export Contract No. 23-UGPR-56 and enter into this Contract that allows for resale of RECs.

2.6 This Contract provides the terms and conditions Beatrice shall follow to receive RECs from WAPA, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

### 3. DEFINITIONS:

3.1 Export: The electronic movement of RECs from a Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.2 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.3 North American Renewables Registry (NAR): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.6 Transfer: The electronic movement of RECs from a tracking system account to another account within the same tracking system.

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

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Either Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Party.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to Beatrice. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Beatrice must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 23-UGPR-56, dated April 28, 2023, between the Parties is hereby terminated as of the effective date of this Contract No. 25-UGPR-91.

6. EXISTING FIRM ELECTRIC SERVICE CONTRACT:

6.1 WAPA and Beatrice entered into the FES Contract which provides for firm electric service to Beatrice through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Beatrice are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Beatrice's FES Contract.

7. REC PRINCIPLES: In accordance with the WAPA-UGPR REC Program:

7.1 WAPA uses M-RETS to track the RECs initially designated for Beatrice.

7.2 WAPA shall export Beatrice's RECs from WAPA's M-RETS account to Beatrice's NAR account on an annual basis.

7.3 All export, transfer, retirement, M-RETS, NAR, and/or other tracking system account fees are the sole responsibility of Beatrice. Beatrice is responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.4 Any WAPA administrative fees associated with the export of RECs are the responsibility of Beatrice.

7.5 WAPA will not sell or retire RECs on behalf of Beatrice.

7.6 WAPA is not liable for damages related to Beatrice's management of its RECs.

Beatrice shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.7 In no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.8 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.9 Beatrice is responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.10 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.11 Beatrice's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

#### 8. BILLING AND PAYMENT PROVISIONS:

8.1 Prior to the export of RECs, WAPA shall bill Beatrice, and Beatrice shall pay for any costs associated with the export of RECs.

8.2 WAPA will not export RECs until advance payment is received.

8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Beatrice before charging an administrative fee associated with the export of RECs.

9. 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 except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

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

12. EXECUTION IN COUNTERPARTS: This Contract 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 may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.



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.

Redline

Contract No. 2325-UGPR-5691  
City of Beatrice, Nebraska

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

DRAFT

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

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General Power Contract Provisions dated ~~September 1, 2007~~ July 17, 2025

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program--Eastern Division

CONTRACT TO EXPORT  
RENEWABLE ENERGY CERTIFICATES  
TO THE CITY OF BEATRICE, NEBRASKA

1. PREAMBLE: This Contract is made on \_\_\_\_\_  
\_\_\_\_\_, pursuant to the Acts of Congress approved June 17,  
1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565),  
and Acts amendatory or supplementary to the foregoing Acts between the UNITED  
STATES OF AMERICA, acting by and through the Administrator, Western Area Power  
Administration, Department of Energy, hereinafter called WAPA, represented by the  
officer executing this Contract, a duly appointed successor, or a duly authorized  
representative, hereinafter called the Contracting Officer, 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  
~~successors~~successors and assigns, each sometimes hereinafter called the Party or all  
sometimes hereinafter collectively called the Parties.

2. EXPLANATORY RECITALS:

2.1 WAPA's Upper Great Plains Region (WAPA-UGPR) implemented a ~~new~~  
Renewable Energy Certificate (REC) Program in 2022.

2.2 This REC Export Contract (Contract) was developed in accordance with the WAPAUGPR REC Program Principles, effective ~~September 27, 2022, as amended.~~ August 7, 2025, as amended or superseded, and provides for WAPA to allocate RECs to its customers.

2.3 Beatrice entered into Firm Electric Service Contract No. 13-UGPR-1073 (FES Contract), dated March 31, 2015, with WAPA for the sale of firm electric power and energy to Beatrice.

2.4 RECs are considered an environmental attribute of the energy received under the FES Contract. Beatrice is eligible to receive RECs in accordance with the WAPAUGPR REC Program Principles.

~~2.5 Beatrice requests WAPA to export RECs from WAPA's Midwest Renewable Energy Tracking System (M-RETS) account to Beatrice's North American Renewables Registry (NAR) account.~~

~~2.6 M-RETS charges an export fee for RECs exported to another REC tracking system.~~

2.5 The Parties want to terminate REC Export Contract No. 23-UGPR-56 and enter into this Contract that allows for resale of RECs.

2.6 This Contract provides the terms and conditions Beatrice shall follow to receive RECs from WAPA, consistent with the WAPA-UGPR REC Program Principles and the applicable General Power Contract Provisions dated July 17, 2025.

### 3. DEFINITIONS:

3.1 Export: The electronic movement of RECs from ~~an~~ Midwest Renewable Energy Tracking System (M-RETS) account to an account in another tracking system compatible with M-RETS.

3.2 Midwest Renewable Energy Tracking System (M-RETS): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.3 North American Renewables Registry (NAR): An online tracking system which issues, stores, retires, transfers, and exports RECs.

3.4 Renewable Energy Certificate (REC): A digital certificate which represents the generation of renewable electricity. One megawatt hour of renewable energy is equal to one REC.

3.5 Retirement: The removal of a REC from circulation for voluntary or compliance purposes. A REC cannot be transferred or sold once retired.

3.6 Transfer: The electronic movement of RECs from a tracking system account to another account within the same tracking system.

~~3.7 WAPA-UGPR Marketing Area: Montana (east of the Continental Divide), all of North Dakota and South Dakota, Nebraska east of the 101° meridian, Iowa west of the 94½° meridian, and Minnesota west of a line on the 94½° meridian from the southern boundary of the state to the 46° parallel and then northwesterly to the northern boundary of the state at the 96½° meridian.~~

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

5. TERM:

5.1 This Contract shall become effective on its date of execution, and subject to prior termination as otherwise provided for herein, shall remain in effect until expiration or termination of the FES Contract.

5.2 Either Party may terminate this Contract, with termination effective at the end of any calendar year, upon at least 90 days' prior written notice to the other Party.

5.3 WAPA may suspend or terminate the WAPA-UGPR REC Program upon 90 days' advance written notice to UGPR-customersBeatrice. If this occurs, this Contract will suspend or terminate upon the suspension or termination date of the WAPA-UGPR REC Program.

5.4 Though WAPA may solicit input, WAPA can change the WAPA-UGPR REC Program Principles, without notice, at its discretion, at which time Beatrice must agree to the updated WAPA-UGPR REC Program Principles within 90 days or WAPA may terminate this Contract.

5.5 WAPA will distribute RECs in 2051 for RECs generated up to December 31, 2050, in accordance with this Contract.

5.6 TERMINATION: Contract No. 23-UGPR-56, dated April 28, 2023, between the Parties is hereby terminated as of the effective date of this Contract No. 25-UGPR-91.

6. EXISTING FIRM ELECTRIC ~~SERIVCES~~SERVICE CONTRACT:

6.1 WAPA and Beatrice entered into the FES Contract which provides for firm electric service to Beatrice through December 31, 2050.

6.2 The Parties agree that by entering into this Contract, the rights, duties, and obligations contained in the FES Contract between WAPA and Beatrice are unchanged.

6.3 RECs are subject to the same terms and conditions contained in Beatrice's FES Contract.

7. REC PRINCIPLES: In accordance with the WAPA-UGPR'sUGPR REC Program:

7.17.1 WAPA uses M-RETS to track the RECs initially designated for Beatrice.

7.2 WAPA shall export Beatrice's RECs from WAPA's MRETS account to Beatrice's NAR account on an annual basis.

7.23 All export, transfer, retirement, M-RETS, NAR, and or other tracking system account fees are the sole responsibility of Beatrice.

7.3- Beatrice is responsible for paying applicable fees before receiving RECs from WAPA. Billing and payment for such transactions shall be in accordance with Section 8 of this Contract.

7.4 Any WAPA administrative fees associated with the export of RECs are the responsibility of Beatrice.

7.5 WAPA will not sell or retire RECs on behalf of Beatrice.

~~7.4 Upon WAPA's receipt of any required payment, WAPA will export RECs to Beatrice.~~

~~7.5 RECs issued to Beatrice cannot be resold.~~

~~7.6 If Beatrice transfers or exports RECs to another entity, Beatrice must ensure the transferred and/or exported RECs are not sold. Beatrice may charge a fee to recover the costs of transferring and/or exporting RECs to Beatrice's members and/or end use customers. Beatrice's members or end use customers must be located within the WAPA-UGPR Marketing Area.~~

7.6 WAPA is not liable for damages related to Beatrice's management of its RECs.

Beatrice shall hold harmless and indemnify WAPA for any and all claims, liability, and damages related to the use, management, or resale of RECs.

7.7 In no event shall a Party be liable to the other Party for incidental, consequential, or indirect damages arising out of or resulting from the performance under, or brought in connection with, this Contract whether arising in contract, tort, or otherwise.

7.8 All WAPA transfers and exports of RECs are final and cannot be reversed.

7.9 Beatrice is responsible for ensuring RECs transferred or exported pursuant to this Contract are not double counted, and WAPA disclaims any responsibility therefor.

7.10 WAPA makes no warranties or guarantees that the RECs associated with Federal hydropower meet any Federal, state, or local standards.

7.11 Beatrice's right to claim, hold, resell, or otherwise use RECs is only for the term of the FES Contract.

## 8. BILLING AND PAYMENT PROVISIONS:

8.1 ~~Prior to the export of RECs, WAPA shall bill Beatrice, and Beatrice shall make electronic payment annually, in advance, as instructed on the Bill for Collection, pay for any tracking system costs assessed to WAPA associated with the export of RECs to Beatrice's NAR account.~~

8.2 ~~Actual cost accounting shall be utilized in this Contract. WAPA shall keep detailed records of actual costs incurred by WAPA to export RECs to Beatrice's NAR account. If costs are projected to exceed the amount of advanced funds, WAPA will inform Beatrice of the additional cost and provide a written revised estimate, together with a Bill for~~

~~Collection, for the difference. Beatrice shall then pay WAPA the additional amount by the due date specified on the Bill for Collection. If, upon completion of the export, costs incurred by WAPA are less than the sum of the payments made to WAPA by Beatrice, WAPA shall refund the difference to Beatrice, without interest, as soon as the necessary vouchers can be processed.~~

~~8.3~~ WAPA will not export RECs until advance ~~annual~~ payment is received.

~~8.3 WAPA reserves the right to charge an additional administrative fee at its own discretion. WAPA shall notify Beatrice before charging an administrative fee associated with the export of RECs.~~

9. GENERAL POWER CONTRACT PROVISIONS: The GPCP, effective ~~September 1, 2007~~July 17, 2025, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein except that Provisions 2 through 16, 18 through 30, 33, and 36 shall not apply.

10. NO THIRD-PARTY BENEFICIARIES: There are no intended third-party beneficiaries of this Contract. Nothing in this Contract shall be construed to create any duty to, any standard of care with reference to, or any liability to, any person or entity not a Party to this Contract.

11. USE OF DIGITAL SIGNATURES: The Parties agree that this Contract may be signed and executed by digital signature in accordance with WAPA's policy. A digital

signature is the same as a handwritten signature and shall be considered valid and acceptable.

12. EXECUTION IN COUNTERPARTS: This Contract 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 may be detached by any counterpart of this Contract without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Contract identical in form hereto, by having attached to it one or more signature pages.

IN WITNESS WHEREOF, the Parties have caused this Contract 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

DRAFT