

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, November 3, 2025 at 6:00 PM**  
**BPS Administration Building Board Room**  
**320 N 5th Street**  
**Beatrice, NE 68310**



## Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **CONSENT AGENDA**
  - 3.a. Approve agenda as submitted.
  - 3.b. Receive and place on file all notices pertaining to this meeting.
  - 3.c. Receive and place on file all materials having any bearing on this meeting.
  - 3.d. Approval of minutes of regular meeting on October 20, 2025, as on file in the City Clerk's Office.
  - 3.e. Approval of Treasurer's Report of Claims in the amount of \$2,115,383.27.
  - 3.f. Approval of Envision Landscapes, LLC claims in the amount of \$840.00.
  - 3.g. Approval of BASWA Report of Claims in the amount of \$5,515.62.
  - 3.h. Approval of BPW Report of Claims in the amount of \$1,089,554.74.
  - 3.i. 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, as recommended by the Board of Public Works.
  - 3.j. 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, as recommended by the Board of Public Works.
  - 3.k. Approval of Pay Request #3 in the amount of \$227,733.02 to Van Kirk Brothers Contracting for the 2025 Corral Crossing Addition project, as recommended by the Board of Public Works.
  - 3.l. Approval of Pay Request #2 in the amount of \$430,115.71 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, as recommended by the Board of Public Works.
  - 3.m. Approval of Final Pay Request #2 in the amount of \$68,950.00 to McGill Asbestos Abatement, LLC, for the Dempsters Asbestos Abatement.
  - 3.n. Approval of the funding request from the Beatrice Senior Center in the amount of \$10,000.00 for the installation of new carpet, as recommended by the Beatrice Plus Advisory Board.
  - 3.o. Resolution Number 7653 executing Contract No. 25-UGPR-91 between the City and Western Area Power Administration (WAPA) allowing the resale of Renewable Energy Certificates (RECs), as recommended by the Board of Public Works.
  - 3.p. Resolution Number 7654 executing any and all documents necessary to terminate the November 4, 2019 Agreement and the August 8, 2024

Agreement between the City and CivicPlus, LLC, regarding the City's website.

3.q. Resolution Number 7655 entering into an Agreement with Govstack, for software licensing to be used for the City's website.

3.r. Resolution Number 7656 reappointing Krista Wiedel to the Beatrice Civil Service Commission.

4. **PUBLIC HEARINGS/BIDS**

4.a. Public Hearing for the purpose of considering the proposed One- and Six-Year Road and Street Plan for 2026. **\*POSTPONED UNTIL NOVEMBER 17, 2025\***

4.b. Public Hearing for the purpose of receiving the semi-annual report of the Citizen's Advisory Review Committee as provided by the Local Option Municipal Economic Development Act R.R.S., 1943.

4.c. Public Hearing for the purpose of discussing the draft Brownfield grant application for the clean-up and remediation of the Dempsters site.

4.d. Public Hearing for the purpose of considering adoption of Plan Modification "25-3" to the Redevelopment Plan for Redevelopment Area No. 13. (Beatrice Commons Redevelopment Project)

5. **RESOLUTIONS**

5.a. Resolution Number 7657 executing any and all documents necessary to apply for the 2026 United States Environmental Protection Agency (EPA) Brownfield Grant Program for site cleanup at the Dempster's Site.

5.b. Resolution Number 7658 adopting Plan Modification 25-3 to the Redevelopment Plan for Redevelopment Area No. 13. (Beatrice Commons Redevelopment Project)

5.c. Resolution Number 7659 executing the General Release and any and all documents necessary to release and discharge Michael S. Schaefer and Shelley R. Schaefer regarding their Beatrice Downtown Revitalization Improvement Program Loan Agreement.

5.d. Resolution Number 7660 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Paul E. Riechers and Ann L. Riechers, for a direct loan in the amount of Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002.

6. **ORDINANCES**

6.a. Ordinance conveying real estate owned by the City to Armstrong Rentals, LLC.

7. **RESOLUTIONS**

7.a. Resolution Number 7661 executing a Contract for Sale of Real Estate with Armstrong Rentals, LLC.

8. **PUBLIC FORUM**

9. **DISCUSSIONS/REPORTS**

9.a. Mayor update on the merger of Main Street, Chamber, and NGage.

10. **EXECUTIVE SESSION** - Contract Negotiations

11. **MISCELLANEOUS**

11.a. The next regular City Council meeting is November 17, 2025 at 6:00 p.m.  
in the BPS Administration Building Board Room.



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

OCTOBER 20, 2025

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 20<sup>th</sup> day of October, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on October 15, 2025, a copy of the proof of publication being on file in the City Clerk’s office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

**ROLL CALL**

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

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

**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 6, 2025, as on file in the City Clerk’s Office.
- e. Approval of Treasurer’s Report of Claims in the amount of \$1,237,903.63.
- f. Approval of Envision Landscapes, LLC claims in the amount of \$880.00.
- g. Approval of BASWA Report of Claims in the amount of \$1,009,825.80.
- h. Approval of BPW Report of Claims in the amount of \$1,630,235.40.
- i. 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, as recommended by the Board of Public Works.
- j. 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, as recommended by the Board of Public Works.
- k. 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, as recommended by the Board of Public Works.
- l. Approval of Pay Request #9 in the amount of \$431,550.00 to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.

- m. Approval of Change Order #2 combining Phase 3 and Phase 4 of the Beatrice Municipal Airport Reconstruct Taxiway 'C' and Apron Project into a single phase.
- n. Approval of Pay Request #2 in the amount of \$202,228.08 to Building Crafts, Inc., for the WPC Grit Improvements project.
- o. Resolution Number 7638 executing an Agreement for Professional Services retaining JEO to provide engineering design for the Beatrice Chemical Feed Improvements Project, JEO Project #251912, as recommended by the Board of Public Works.
- p. Resolution Number 7639 approving a request from Jay Husker Auto Club to close Highway 136, which is also known as Court Street, from 3rd Street to 6th Street, on Saturday, September 26, 2026, between 12:00 p.m. until 10:00 p.m. for a Car Show.
- q. Resolution Number 7640 entering into a two (2) year lease between the City and the Fraternal Order of Police Lodge 84, for the purpose of a health and fitness training center for the Beatrice Police Department in a portion of the first and second floor of the Beatrice Police Station.
- r. Resolution Number 7641 entering into an Agreement between the City and Carolina Software, Inc., for integrating the scale software with Caselle at the City Landfill.
- s. Resolution Number 7642 executing the Letter Agreement extending the Interlocal Cooperation Act Agreement between the City and the County of Gage, Nebraska, for the purpose of providing ambulance services in certain areas of Gage County, Nebraska through June 30, 2026.
- t. Resolution Number 7643 terminating an Agreement with Ramsey SmartDollar regarding financial wellness training for full-time City employees.
- u. Resolution Number 7644 executing the First Amendment to the Memorandum of Understanding with the Beatrice Community Hospital Foundation, Inc., in order to change the legal description of the Cancer Memorial Garden.
- v. Resolution Number 7645 executing the Consulting Agreement, and any necessary documents, between the City and Alfred Benesch & Company, to retain Benesch for consulting services for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport.
- w. Resolution Number 7646 executing the Amendment to the Professional Service Agreement, dated January 16, 2023, between the City and the Southeast Nebraska Development District (SEND), to extend the term of said Agreement.
- x. Resolution Number 7647 entering into an Agreement between the City and Carahsoft Technology Corp to utilize Samsara software for Automatic Vehicle Location (AVL) and Telematics for the Fire Department vehicle fleet.

Councilmember Doyle thanked the Engineering Department for their work on the 4<sup>th</sup> and 5<sup>th</sup> Street Downtown Improvement Project, as well as Tiemann Construction for their work with the business owners during the construction.

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

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

MOTION CARRIED.

#### **PUBLIC HEARINGS/BIDS**

There were no public hearings/bids.

## RESOLUTIONS

### **Resolution Number 7648 executing the Union Contract with the Fraternal Order of Police Lodge 84**

Mayor Morgan introduced Resolution Number 7648 executing the Union Contract with the Fraternal Order of Police Lodge 84.

Moved by McLain, seconded by Barnard, that Resolution Number 7648 be passed and adopted.

Mayor Morgan reported to the Council the proposed Union Contract with the Fraternal Order of Police (FOP) is for two (2) years which includes a 2.75% cost of living increase in 2025 and a 3% increase in 2026. The other notable change in the contract is the salary schedule for Police Sergeants was increased by one (1) step. Mayor Morgan stated the proposed contract is reasonable and negotiations went well.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7648 – Passed and Adopted – executing the Union Contract with the Fraternal Order of Police Lodge 84**

*Incorporated into the Minute Record by Reference*

### **Resolution Number 7649 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and John A. Hydo and Rita R. Hydo, for a direct loan in the amount of Seventy-Five Thousand Dollars (\$75,000.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002**

Mayor Morgan introduced Resolution Number 7649 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and John A. Hydo and Rita R. Hydo, for a direct loan in the amount of Seventy-Five Thousand Dollars (\$75,000.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002.

Moved by McLain, seconded by Barnard, that Resolution Number 7649 be passed and adopted.

Mayor Morgan reported to the Council this project is for improvements at 104 North 5<sup>th</sup> Street and 502 Court Street. Mayor Morgan noted this loan agreement has the same terms as the other Downtown Revitalization grants previously issued.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7649 – Passed and Adopted** – executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and John A. Hydo and Rita R. Hydo, for a direct loan in the amount of Seventy-Five Thousand Dollars (\$75,000.00) from the City’s CDBG Downtown Revitalization Grant 23-DTR-002

*Incorporated into the Minute Record by Reference*

**Resolution Number 7650 adopting the ADA Transition Plan for the City of Beatrice**

Mayor Morgan introduced Resolution Number 7650 adopting the ADA Transition Plan for the City of Beatrice.

Moved by McLain, seconded by Ruh, that Resolution Number 7650 be passed and adopted.

Mayor Morgan reported this will adopt the ADA Transition Plan presented at the last Council meeting. Mayor Morgan noted this Plan will outline additional projects that can be taken care of during other improvements being made to facilities in order to come into ADA compliance.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7650 – Passed and Adopted** – adopting the ADA Transition Plan for the City of Beatrice

*Incorporated into the Minute Record by Reference*

**Resolution Number 7651 appointing Mike McLain as the City Council’s representative on the group to discuss combining the Beatrice Area Chamber of Commerce, Gage Area Growth Enterprises, and Main Street**

Mayor Morgan introduced Resolution Number 7651 appointing Mike McLain as the City Council’s representative on the group to discuss combining the Beatrice Area Chamber of Commerce, Gage Area Growth Enterprises, and Main Street.

Moved by McLain, seconded by Barnard, that Resolution Number 7651 be passed and adopted.

Mayor Morgan stated as the Chamber, NGage, and Main Street discuss a possible merger, the City wishes to appoint Mike McLain to the new Board, as he previously sat on the NGage Board as the City Council’s representative. Councilmember Fairbanks noted during early discussions of the possible merger, Councilmembers McLain, Eckhoff, and Fairbanks participated in a small group as Council representatives and inquired if one (1) of them could attend a meeting on behalf of Councilmember McLain if he is unable to attend. Mayor Morgan stated he will discuss this possibility with City Administration.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7651 – Passed and Adopted** – appointing Mike McLain as the City Council’s representative on the group to discuss combining the Beatrice Area Chamber of Commerce, Gage Area Growth Enterprises, and Main Street  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7652 executing the Amendment with Gage County and any and all documents necessary, regarding the disbursement of the remaining GCED funds**

Mayor Morgan introduced Resolution Number 7652 executing the Amendment with Gage County and any and all documents necessary, regarding the disbursement of the remaining GCED funds.

Moved by McLain, seconded by Ruh, that Resolution Number 7652 be passed and adopted.

Mayor Morgan reported it was discovered through recent conversations there is approximately \$30,000 remaining in a Gage County Economic Development (GCED) fund. The money was given to GCED by the City and County and since it is taxpayer funds, Mayor Morgan noted GCED has agreed to sign over the funds to the City and County. Mayor Morgan stated the City will earmark their portion of \$15,000 for the new organization created with the merger of the Chamber, NGage, and Main Street. Councilmember Fairbanks inquired what the County’s intentions are with their portion and Mayor Morgan noted this Agreement will also go before them to pass and he would anticipate they would do the same.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7652 – Passed and Adopted** – executing the Amendment with Gage County and any and all documents necessary, regarding the disbursement of the remaining GCED funds  
*Incorporated into the Minute Record by Reference*

### **ORDINANCES**

There were no ordinances.

### **PUBLIC FORUM**

No one appeared during public forum.

### **DISCUSSIONS/REPORTS**

#### **Main Street Quarterly Report**

Virginia Gifford, Main Street Executive Director, presented the Main Street Quarterly Report to the Council. Gifford passed around a hard copy of the downtown business directory, which will be available on Main Street’s website. Gifford noted upcoming promotional events include the Night of the Great Pumpkin, which will be held this Thursday, October 24<sup>th</sup>, from 5:00 to 7:00 p.m., Santa Rides in December, and the Holiday Shopping Guide to be distributed in November/December.

Main Street awarded nine (9) E3 Business grants and conducted seventy-five (75) business retention and expansion visits in 2025. Gifford noted the website refresh is currently on hold due to the potential merger. Gifford noted one hundred percent (100%) of the downtown district buildings have been inventoried and uploaded to the Building Opportunities on Main Street (BOOMS) tracker. Gifford reviewed the information that can be created with the BOOMS tracker. Councilmember Barnard noted he would like to see the BOOMS tracker expanded to include the entire community once the merger is complete. Shannon Filing held two (2) business training workshops in July and August and both were well attended. Main Street continues to send out approximately 1,500 monthly newsletters. Gifford reported she has resubmitted the \$50,000 T-Mobile Grant Application and should hear back by the end of October. Gifford reported Main Street has put together a State and National Business recruitment letter, highlighting the available leasing or purchasing opportunities, as well as community demographics, consumer spending patterns, and potential funding opportunities.

Gifford noted Lauren Riedesel, assisted Main Street with two (2) historic downtown tours for Leadership Beatrice and Kiwanis. This year's Leadership Beatrice group is interested in finding a way for Riedesel to record some of her tidbits in effort to preserve some of the historical information of Beatrice. The Nebraska Arts Council held their Annual Assembly in Norfolk. Gifford noted one of their main topics was getting community youth involved which Beatrice is actively doing, stating during Big Give Gage, Main Street raised \$2,376.12 for the children's paint by number community mural to be on the retaining wall on the west side of City Hall. Gifford noted due to staff turnover at the Chamber, Main Street stepped in and promoted the Trail of Treasurers event.

### **City Administrator's Monthly Report**

Councilmember Fairbanks gave an update on the asbestos removal at Dempsters. Councilmember Fairbanks noted the Dempsters Committee will be making a recommendation on what to do with the Dempsters funding that is in the budget. Councilmember Fairbanks noted he recently reached out to Tobias J. Tempelmeyer, City Administrator/General Manager, to see if the City had any drone footage of the new landfill and recommended the other Councilmembers do the same. Councilmember Ruh noted he has had a couple of inquiries to see if the City could fill in the broken sidewalk in front of Dempsters where the fire occurred. Taylor Rivera, City Attorney, noted due to EPA guidelines, the City will not be disturbing any soil at this time. Councilmember Fairbanks noted Merchant McIntyre has broadened their scope of grant opportunities after viewing the site when they were in Beatrice recently. Councilmember Eskra inquired if the BASWA drone footage could be included on the City's website and Rivera noted he will talk to Amanda Kuhlman, Community Relations Coordinator. Mayor Morgan noted the City also plans to hold an open house when the new facility opens. Councilmember Barnard noted he had an inquiry about if the traffic light at 7<sup>th</sup> and Ella Streets, could be turned into a stop sign. Councilmember Barnard also noted he had an inquiry about the stop sign at 13<sup>th</sup> and Monroe. Mayor Morgan stated he will have the Traffic Committee review these areas. Councilmember Barnard also reported he has had citizens inquire if there is something else that can be done instead of the shuffleboard located at 413 Court Street. Mayor Morgan noted the project was originally a Leadership Beatrice project and he is unaware if the City can make changes to the area.

### **ADJOURNMENT**

The next regular City Council meeting is November 3, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Fairbanks, that the meeting be adjourned at 6:53 p.m.

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

MOTION CARRIED.

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

**City Claims approved as follows:** (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$51.50; All Copy Products, Se, \$452.63; Anthem Sports, Llc, Su, \$1,159.71; Anthony J Minnehan, Se, Su, \$10,447.94; Autozone, Su, \$67.98; Baker And Taylor, Ex, \$25.91; Beacon Athletics Llc, Su, \$1,675.60; Beatrice Area Solid Waste Agnc, Re, \$72,054.99; Beatrice Community Hospital, Se, \$502.50; Beatrice Humane Society, Re, \$2,520.00; Beatrice Iron And Metal Co, Su, \$167.38; Beatrice Ready Mixed, Su, \$5,880.63; Beatrice Sand And Gravel, Su, \$1,305.81; Beatrice Valvoline Express Care, Se, Su, \$61.75; Benchmark Government Solutions Llc, Se, \$27.90; Black Hills Energy, Se, \$54.30; Board Of Public Works, Re, \$14,483.25; Bomgaars Supply Inc, Su, \$494.58; Bound Tree Medical Llc, Su, \$3,039.51; Burns And Mcdonnell, Inc, Ex, \$125,402.98; Cardmember Service, Ex, Se, Su, \$21,589.75; Carroll Distributing And Const Supply In, Su, \$1,040.00; Carthel, Jason L, Se, \$538.96; Caselle, Inc, Fe, \$9,680.00; Cather And Sons Construction, Inc, Su, \$750.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$33.48; City Motor Supply, Su, \$81.85; City Self Insured Health Plan, Re, \$313,600.00; City Treas. Petty Cash, Re, \$93.40; City Treasurer, Re, \$74,659.10; Civicplus Llc, Se, \$11,949.77; Cleargov Inc, Se, \$28,989.35; Column Software Pbc, Fe, \$711.19; Cps Hr Consulting, Su, \$605.75; Creative Sites Llc, Ex, \$147,459.25; Das State Acctg-Central Finance Ocio, Se, \$659.40; Datashield Corporation, Se, \$109.06; Dell Account, Su, \$4,040.58; Diamond T Truck And Trailer, Su, \$202.87; Diode Communications, Se, \$524.48; Echo Group, Inc, Su, \$71.00; Educational Service Unit 5, Fe, \$3,100.00; Electronic Contracting Company Inc, Se, \$324.00; Engineering Unlimited, Inc, Su, \$36.48; Envision Landscapes Llc, Su, \$880.00; Eso Solutions, Inc, Fe, \$4,303.20; Farmers Cooperative, Su, \$4,063.36; Fastenal Company, Su, \$183.13; Filley Custom Powder Coating, Se, \$200.00; First Wireless Inc, Se, Su, \$14,278.75; Firstar Fiber Inc, Se, \$4,920.18; Gage County Court, Fe, \$149.00; Gage County Register Of Deeds, Fe, \$16.00; Genesis Contracting Group Llc, Ex, \$431,550.00; Geo-Comm Inc, Fe, \$7,977.00; Grimes, Samuel, Re, \$1,061.00; Hamilton Equipment Co, Su, \$674.47; Heartland Business Systems Llc, Ex, \$8,729.02; Heritage Landscape Supply Group, Su, \$1,487.30; Hometown Leasing, Se, \$659.26; Hotsy Equipment Co, Ex, \$6,675.00; Huls Body Shop Inc, Se, \$125.00; Interstate Power Systems, Inc, Se, Su, \$2,477.02; Iworq Systems Inc, Fe, \$4,180.00; Jeo Consulting Group Inc, Ex, \$37,319.85; Jim's Carpet And Supplies Inc, Su, \$7,192.80; Johnny's Welding Inc, Se, Su, \$151.98; Johnstone Supply, Su, \$114.42; Jones Automotive, Inc, Se, \$212.50; Jon's Outdoor Service, Se, \$144.00; Koln Tv, Fe, \$1,995.00; Lammel Plumbing Inc, Su, \$44.64; Lampton Welding Supply Co, Inc, Su, \$726.23; Landmark Implement Inc, Su, \$1,156.92; Larry's Tire And Service Inc, Se, Su, \$50.00; Leads Online, Fe, \$3,106.00; League Of Nebr. Municipalities, Fe, \$43,644.00; Lerner Publishing Group, Ex, \$74.96; Macqueen Equipment Llc, Ex, \$85,617.00; Mead Lumber And Rental-Beatrice, Su, \$293.31; Merchant Mcintyre & Assoc Llc, Se, \$8,000.00; Midwest Laboratories Inc, Su, \$90.00; Motorola Solutions, Inc, Fe, \$32,501.64; Nebraska Dept Of Agriculture, Fe, \$37.82; Nebraska Dept. Environment And Energy, Fe, \$24,077.73; Nebraska Dept. Of Revenue, \$239.64; Nebraska Library Commission, Fe, \$1,222.30; Nebraska Life Magazine Inc, Su, \$30.00; Nebraska Municipal Clerks Assoc, Fe, \$150.00; Nebraska Salt And Grain, Su, \$3,336.35; Nebraska State Fire Marshall, Fe, \$108.00; Nebraska Statewide Arboretum, Fe, \$250.00; Nmc, Inc, Ex, Su, \$380,625.17; Norris Public Power District, Se, \$930.00; Oakview Veterinary Clinic, Su, \$130.74; Oclc Inc, Fe, \$10,516.38; Omaha World Herald, Su, \$1,053.00; One Source Parts, Llc, Su, \$3,021.65; O'neill Insurance Inc, Fe, \$100.00; O'reilly Auto Parts, Su, \$3,270.78; Pavers Inc, Su, \$5,838.40; Paymentech, Fe, \$857.30; Plymouth Electric Inc, Su, \$100.00; October 20, 2025

\$114.54; Precision Auto Tune Inc, Se, Su, \$2,973.89; Premier Cloud Inc, Fe, \$19,435.20; Premier Gmc Beatrice Llc, Se, \$191.40; Priority Printing, Su, \$768.44; Production Creek Llc, Su, \$232.00; R.L. Tiemann Construction, Inc, Ex, \$112,113.29; Randy Revis, Se, \$356.00; Rdo Truck Center Co, Se, Su, \$19,171.69; Reef Tectonics, Inc, Se, \$73.00; Rewound Power Motors Sls And Svc Inc, Su, \$38.14; Ricoh Usa Inc, Se, \$239.66; Riverside Power Sports Llc, Su, \$40.41; Rollins Inc, Se, \$215.00; Sack Lumber Company, Su, \$53.91; Sapp Brothers, Su, \$9,506.83; Schoen, Anora, Re, \$211.32; Schuster's Outdoor And Rv Inc, Su, \$251.34; Security First Bank, Fe, \$41,530.11; Security Services, Se, \$295.00; Sheridan Industries, Se, \$72.00; Southeast Nebr Development District, Se, \$8,571.42; Sparq Data, Fe, \$2,050.00; State Of Nebraska, Se, \$818.33; Sunny Smith, Se, \$900.00; Surnali Llc, Se, \$65.00; Tractor Supply, Su, \$213.74; Transunion Risk And Alternative, Fe, \$75.00; Trizetto Provider Solutions, Fe, \$129.16; Truck Center Companies, Su, \$3,442.56; Tsys Merchant Solutions, Fe, \$1,144.02; Uhl's Sporting Goods, Su, \$860.00; Unitedhealthcare, Re, \$1,019.19; Verizon Wireless, Se, \$239.70; Visa, Su, \$2,283.39; Walker Uniform Rental, Se, \$111.14; Walmart Stores Inc, Su, \$172.05; Westlake Ace Hardware, Su, \$248.54; Whitehead Oil Company, Su, \$259.94; Windstream, Se, \$624.89; Writer's Digest, Su, \$24.96; Xpress Bill Pay, Fe, \$548.06

**BPW Claims approved as follows:** (Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies): Apx Inc, Se, \$51.56; Baswa, Fe, \$12,436.07; Beatrice Iron And Metal, Su, \$22.77; Beatrice Mechanical Service, Inc., Se,Su, \$1,605.30; Beatrice Ready Mixed, Su, \$4,185.95; Black Hills Energy, Se, \$465.22; Bnsf Railway Company, Fe, \$570.30; Bomgaars Supply Inc, Su, \$327.56; Border States Industries, Inc, Su, \$333.89; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$7,806.00; Bpw – Utilities, Re, \$24,168.08; Building Crafts Inc, Se, \$202,228.08; Carpenter Paper Company, Su, \$339.43; Charter Communications, Se, \$751.83; Cintas Loc 749, Se, \$108.39; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$63.16; City Treasurer, Re, \$241,934.07; Collection Associates Llc, Se, \$633.59; Column Software Pbc, Se, \$13.02; Core And Main, Su, \$1,087.96; Datashield Corporation, Se, \$54.53; Dell Marketing L.P., Su, \$6,027.34; Dutton-Lainson Co, Su, \$207.69; Dvorak Law Group Llc, Fe, \$693.23; Eakes Office Solutions, Su, \$1,899.49; Echo Group, Inc., Su, \$605.47; Employee Benefit Account, Re, \$103,600.00; Farmers Cooperative, Su, \$1,489.35; Fastenal Company, Su, \$145.00; First Wireless, Inc, Se, \$872.48; General Excavating Llc, Se, \$18,190.00; George Ulrick Iii, Se, \$370.23; Grainger, Su, \$1,010.52; Hdr Engineering Inc, Se, \$18,099.07; Hometown Leasing, Se, \$132.54; Husker Electric Supply, Su, \$9,764.23; Intermedia.Net Inc, Se, \$313.11; Jk Energy Consulting Llc, Se, \$750.00; Johnny's Welding, Inc., Se,Su, \$103.00; Juds Bros. Construction Co., Se, \$396,747.55; Lammel Plumbing, Inc., Se, \$2,240.26; Lampton Welding Supply, Su, \$98.48; Landis And Gyr Technology, Inc., Se, \$4,414.70; Lawson Products, Inc., Su, \$760.52; League Of Nebraska Municipalities, Fe, \$6,924.00; Lincoln Winwater Works, Su, \$6,639.72; Mccandless Truck Center Llc, Su, \$171,000.00; Mead Lumber Company, Su, \$205.68; Midwest Laboratories, Inc., Se, \$2,446.44; Midwest Livestock Systems, Llc, Su, \$10.13; Ne Dept Water Energy And Environment, Fe, \$400.00; Nebraska Health And Human Services, Re, \$490.00; Nebraska Public Power District, Se, \$22,556.48; Norris Public Power District, Se, \$6,517.68; Olsson, Inc., Se, \$12,817.99; One Call Concepts, Inc., Se, \$200.46; O'reilly Automotive, Inc., Su, \$286.56; Pace Analytical Services, Llc, Su, \$1,103.80; Philip Carkoski Const-Trenching Inc., Se, \$223,261.67; Quadient Leasing Usa Inc, Se, \$6,129.37; Quill Corporation, Su, \$168.26; Railroad Management Co. Iii, Llc, Fe, \$794.62; Regulatory Compliance Services, Fe, \$395.00; Ricoh Usa, Inc., Se, \$106.63; Roehr's Machinery, Inc., Su,Se, \$1,568.63; Rose Equipment, Llc, Su, \$168.28; Sack Lumber Company, Su, \$165.02; Sapp Bros. Petroleum, Inc., Su, \$5,769.99; Southeast Nebr Development District, Fe, \$2,500.00; Stormer, Melanie, Fe, \$150.00; Surnali Llc, Se, \$605.00; Tool Supply, Inc., Su, \$409.72; Tractor Supply Company, Su, \$219.12; Tredz Central Llc, Su, \$661.00; Truck Center Companies, Su, \$30.88; Tyndale Company, Inc., Su, \$95.63; Us Postmaster, Su, \$3,121.47; Usa Bluebook, Su, \$1,051.40; Visa, Su,Se, \$5,869.35; Westlake Hardware, Inc., Su, \$605.40; Wrightsman Plbg, Heat And Cool, Inc., Su, \$105.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. SEP25	Reimb BPW Utilities- Sep25	10/06/2025	1,000.00
1960	CININNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	1,168.00
12490	COLUMN SOFTWARE PBC	7FF24556-0546	Notice of CRA Mtg - 10/24/2025	09/23/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0549	Notice of Public Hearing - CC - Plan Mod 25-3	09/29/2025	52.01
12490	COLUMN SOFTWARE PBC	7FF24556-0557	Notice of Beatrice Plus Mtg - 10/22	10/06/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0559	Notice of CARC Mtg - 10/21/2025	10/14/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0560	Notice of Public Hearing - CARC - Semi-Annual Repo	10/14/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0561	Notice of Public Hearing - 1 & 6-yr Road Plan	10/14/2025	11.89
12490	COLUMN SOFTWARE PBC	7FF24556-0563	Notice of Civil Service Mtg - 10/28/25	10/20/2025	7.36
12490	COLUMN SOFTWARE PBC	7FF24556-0565	CC Minutes - 10/6/25	10/21/2025	90.04
12490	COLUMN SOFTWARE PBC	7FF24556-0566	Notice of P&Z Mtg - 11/3/25	10/21/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0571	Notice of Public Hearing - Brownfield Grant App f/De	10/21/2025	18.12
12490	COLUMN SOFTWARE PBC	7FF24556-0573	Notice of CRA Mtg - 10/31/2025	10/22/2025	8.49
2940	Eakes, Inc.	9213868-0	1) desk refill calendar	10/02/2025	3.99
2940	Eakes, Inc.	9219299-0	1,250) blue statements f/Ambulance billing	10/22/2025	248.43
2940	Eakes, Inc.	9224372-0	6) 3" 3-ring binder, black	10/21/2025	65.94
2940	Eakes, Inc.	9224372-0	3) 3" 3-ring binder, white	10/21/2025	32.97
2940	Eakes, Inc.	9224372-0	3) 2" 3-ring binder, white	10/21/2025	35.37
3680	GAGE COUNTY REGISTER OF DEEDS	10102025	Ord Henhouse Addition	10/10/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	10102025	Ord Henhouse Addition	10/10/2025	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	10102025	Plat Henhouse Addition	10/10/2025	40.00
3680	GAGE COUNTY REGISTER OF DEEDS	10202025	Sherd Dempster/City of Beatrice	10/20/2025	16.00
3700	GAGE COUNTY TREASURER	0011586000	Tax Sale Certificate No 11356, Parcel No 011586000	10/22/2025	63.79
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2025-11	Federal Funding Opportunities - Monthly Services - J	10/15/2025	8,000.00
6600	NEBRASKA TITLE COMPANY	0333814	Owner's Policy - Wagner's First Addition, W173' Lots	10/21/2025	185.00
7380	PINNACLE BANK	SEPTEMBER 2025	Internet Bank Fees	10/01/2025	234.80
12668	Rupprecht, Gary D. and Sharon K.	REAL ESTATE-WAGNER'	N 173 Feet Lots 1, 2, 3, &4, Wager's First Add	10/24/2025	15,000.00
12668	Rupprecht, Gary D. and Sharon K.	REAL ESTATE-WAGNER'	Prorated Real estate taxes 2024	10/24/2025	59.43
12668	Rupprecht, Gary D. and Sharon K.	REAL ESTATE-WAGNER'	Buyer's Half title Insurance - N 173 Feet Lots 1, 2, 3,	10/24/2025	92.50-
1088	Saathoff, Erin	REIMB MILEAGE 1021202	Reimb. Mil. - SEACA Mtg in Elmwood	10/21/2025	89.60
1052	Travelers	9360L1244-FY26	Crime Policy Renewal - Bell & Tempelmeyer	10/13/2025	1,239.00
Total ADMINISTRATION:					27,665.89
<b>COMMUNITY DEVELOPMENT</b>					
3680	GAGE COUNTY REGISTER OF DEEDS	10222025	Notice Creek	10/22/2025	10.00
Total COMMUNITY DEVELOPMENT:					10.00
<b>POLICE ADMINISTRATION</b>					
1440	BRAGG, ROBERT	913227	Animal Control Services	10/23/2025	6,000.00
2940	Eakes, Inc.	9213868-0	11) desk calendar	10/02/2025	54.89
2940	Eakes, Inc.	9213868-0	2) daily planner calendar	10/02/2025	34.48
2940	Eakes, Inc.	9223934-0	post-it notes	10/21/2025	27.38
2096	Ricoh USA, Inc	5072166731	Credit - Additional Copies - September 2025 - pd	10/06/2025	6.36-
9700	WALMART STORES INC.	03820-LATE FEE	late fee f/storage bags, disinfectant wipes, kleenex, p	10/19/2025	1.15
Total POLICE ADMINISTRATION:					6,111.54
<b>POLICE COMMUNICATIONS</b>					
12445	Centurylink Communications LLC	756629043	Mech Vesta Bundle Sep 16-Oct 15 2025 - Auburn	10/16/2025	2,253.06
12445	Centurylink Communications LLC	756629043	911 phones - Oct 16-Nov 15 2025	10/16/2025	1,126.34
2620	FIRST WIRELESS INC.	131703	Service contract annual maintenance	10/31/2025	874.53
2620	FIRST WIRELESS INC.	131730	Tower Rental	10/31/2025	165.00
11289	MOTOROLA SOLUTIONS, INC	1187157687	License Plate Reader Cloud Service	10/14/2025	572.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total POLICE COMMUNICATIONS:					4,991.73
<b>POLICE PATROL</b>					
3720	GALLS LLC	032947840	1) uniform boot	10/24/2025	182.13
4780	JONES AUTOMOTIVE, INC	2-64006	2) faceplate	10/22/2025	67.32
4780	JONES AUTOMOTIVE, INC	2-64037	Labor - reconnect ground	10/24/2025	135.00
4780	JONES AUTOMOTIVE, INC	2-64037	Misc supplies	10/24/2025	15.00
4780	JONES AUTOMOTIVE, INC	2-64038	Labor - install DVR	10/24/2025	67.50
4780	JONES AUTOMOTIVE, INC	2-64040	Labor - remove radar unit	10/24/2025	135.00
12669	NETSPEND	LS-14987	Subpoena costs	10/06/2025	22.00
9700	WALMART STORES INC.	04575	candy f/Trunk or Treat	10/26/2025	59.79
Total POLICE PATROL:					683.74
<b>FIRE ADMINISTRATION</b>					
2940	Eakes, Inc.	9213868-0	1) weekly appointment book	10/02/2025	22.99
2940	Eakes, Inc.	9213868-0	1) daily desk refill calendar	10/02/2025	9.39
3090	ENERSPECT MEDICAL SOLUTIONS	32298	Shipping & handling	10/21/2025	160.45
2024	Stryker Sales Corporation	9210422706	Shipping	10/01/2025	813.42
2024	Stryker Sales Corporation	9210426527	Shipping	10/01/2025	39.69
9700	WALMART STORES INC.	01457-FY25	candy f/Night of Great Pumpkin	10/23/2025	49.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV764390	Shipping	10/16/2025	35.57
Total FIRE ADMINISTRATION:					1,131.21
<b>FIRE SUPPRESSION</b>					
9730	WALKER UNIFORM RENTAL	1434613	Shop Towel Service	10/16/2025	26.70
9700	WALMART STORES INC.	02721	2) Blue Diamond 12-pc nonstick cookware set	10/20/2025	178.00
9700	WALMART STORES INC.	02721	2) Blue Diamond 8" nonstick fry pan w/spatula	10/20/2025	31.84
9700	WALMART STORES INC.	02721	1) Blue Diamond 11" nonstick griddle	10/20/2025	39.96
9700	WALMART STORES INC.	09413	85" TV	10/17/2025	898.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV764390	1) uniform boot	10/16/2025	185.00
Total FIRE SUPPRESSION:					1,359.50
<b>FIRE AMBULANCE</b>					
1420	BOUND TREE MEDICAL LLC	85959246	2) fentanyl	10/15/2025	151.91
1420	BOUND TREE MEDICAL LLC	85960788	1) hand-foam	10/16/2025	149.88
1420	BOUND TREE MEDICAL LLC	85960788	freight	10/16/2025	8.25
1420	BOUND TREE MEDICAL LLC	85962182	4) IV administration set	10/17/2025	678.00
1420	BOUND TREE MEDICAL LLC	85962182	4) glove	10/17/2025	691.60
1420	BOUND TREE MEDICAL LLC	85962182	2) disinfectant	10/17/2025	599.92
1420	BOUND TREE MEDICAL LLC	85967385	1) IV catheter	10/22/2025	532.00
1420	BOUND TREE MEDICAL LLC	85967385	10) burn sheet	10/22/2025	54.90
1420	BOUND TREE MEDICAL LLC	85967385	1) trauma dressing	10/22/2025	64.75
1420	BOUND TREE MEDICAL LLC	85967385	1) abdominal pad	10/22/2025	111.84
1420	BOUND TREE MEDICAL LLC	85967385	2) gauze sponge	10/22/2025	215.52
2010	CITY MOTOR SUPPLY	913047	6) windshield washer fluid	10/24/2025	20.46
2010	CITY MOTOR SUPPLY	913047	6) diesel fuel additive	10/24/2025	137.94
2010	CITY MOTOR SUPPLY	913047	4) 2.5 gal DEF	10/24/2025	63.20
2040	CITY TREAS. PETTY CASH	P-CASH 11-03-2025	10) Meal - OTT	10/30/2025	75.00
3090	ENERSPECT MEDICAL SOLUTIONS	32298	12) Defib Pads, adult	10/21/2025	600.00
3090	ENERSPECT MEDICAL SOLUTIONS	32298	4) tempus printer paper roll	10/21/2025	272.00
5110	LAMPTON WELDING SUPPLY Co., INC	0020279537	Medical Oxygen	10/16/2025	307.35

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FIRE AMBULANCE:					4,734.52
<b>PUBLIC PROPERTIES</b>					
870	Beatrice Ready Mixed	B1 743111	.5 cy) concrete f/dog run bench	10/23/2025	94.00
11281	Black Hills Energy	0420672199-OCT25	Gas Service - Probation - October 2025	10/14/2025	53.08
11281	Black Hills Energy	3806703634-OCT25	Gas Service - Fire Dept - October 2025	10/14/2025	308.64
11281	Black Hills Energy	3806703634-OCT25	Gas Service - Police Dept - October 2025	10/14/2025	118.59
12095	Bomgaars Supply Inc	514365	mouse trap & poison	10/24/2025	32.98
1960	CININNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	3,240.00
2010	CITY MOTOR SUPPLY	912885	degreaser, cleaner f/Library cooling tower	10/15/2025	11.58
2010	CITY MOTOR SUPPLY	913038	1) oil filter f/Exmark 96	10/24/2025	9.08
2010	CITY MOTOR SUPPLY	913043	1) 1-qt oil	10/24/2025	3.99
2010	CITY MOTOR SUPPLY	913062	1) air filter f/bobcat	10/27/2025	41.18
2010	CITY MOTOR SUPPLY	913062	1) fuel filter f/bobcat	10/27/2025	20.51
2010	CITY MOTOR SUPPLY	913062	1) oil filter f/bobcat	10/27/2025	9.26
2010	CITY MOTOR SUPPLY	913062	1) hydraulic filter f/bobcat	10/27/2025	34.81
2010	CITY MOTOR SUPPLY	913092	1) fuel filter f/Exmark	10/28/2025	31.36
2010	CITY MOTOR SUPPLY	913092	4) lip seal f/Exmark 96 & 72	10/28/2025	105.92
2010	CITY MOTOR SUPPLY	913092	5) air filter f/Exmark 96 & 72	10/28/2025	116.60
2010	CITY MOTOR SUPPLY	913099	1) oil filter f/bobcat	10/28/2025	22.07
12535	CODY CREEK	1564	Labor - Replace 2) springs f/overhead door	10/11/2025	813.30
2940	Eakes, Inc.	9213868-0	1) weekly appointment book	10/02/2025	22.99
2940	Eakes, Inc.	9215741-0	hand soap, toilet paper, trash bag	10/07/2025	371.73
12230	Earl's Window Service	10182025	Clean windows - October 25 f/Fire Station	10/18/2025	94.00
4700	ECHO GROUP, INC	S011387329.001	25) bulb f/Library	10/27/2025	332.75
4700	ECHO GROUP, INC	S011452750.001	8) LED flat panal f/Library front entry	10/27/2025	411.12
4700	ECHO GROUP, INC	S011468964.001	light fixture f/Chautauqua Park restroom	10/27/2025	124.03
4700	ECHO GROUP, INC	S011471435.001	2) bulb f/Library	10/27/2025	132.50
12180	Electronic Contracting Company Inc.	78906	Quarterly Fire alarm Inspection	10/22/2025	415.00
3630	GAGE COUNTY EQPT INC.	I711876	2-cs) oil f/bobcat	10/27/2025	126.50
3630	GAGE COUNTY EQPT INC.	I711876	3) air filter f/bobcat	10/27/2025	103.62
3630	GAGE COUNTY EQPT INC.	I711876	2) fuel filter f/bobcat	10/27/2025	153.22
3630	GAGE COUNTY EQPT INC.	I711916	1) oil filter, 1) air filter f/bobcat	10/28/2025	44.98
12591	Interstate Power Systems, Inc	R023064690.01	Labor - R&R drive belt tensioner f/bobcat	10/23/2025	900.00
12591	Interstate Power Systems, Inc	R023064690.01	Labor - diag drive belt tension f/bobcat	10/23/2025	450.00
12591	Interstate Power Systems, Inc	R023064690.01	Supplies - drive belt tension, bolts, washer, adapter f/	10/23/2025	1,601.39
12591	Interstate Power Systems, Inc	R023064690.01	Misc Charges	10/23/2025	363.50
2960	J AND B WINDOW AND GRAPHICS INC	10082025	Clean all out windows f/City Offices	10/08/2025	115.00
2960	J AND B WINDOW AND GRAPHICS INC	10082025	Clean windows f/PPD	10/08/2025	50.00
5100	LAMMEL PLUMBING INC	85207	plumbing supplies f/Library	10/21/2025	2.70
5100	LAMMEL PLUMBING INC	85224	faucet f/Library	10/22/2025	142.53
5100	LAMMEL PLUMBING INC	85233	sloan kit, toilet seat	10/23/2025	118.70
5160	LARRY'S TIRE AND SERVICE INC.	912960	Labor - 1) tire repair	10/22/2025	20.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12724893	hammer/impact combo drill kit	10/16/2025	324.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12751713	2) shovel	10/23/2025	49.98
5690	MEAD LUMBER AND RENTAL-BEATRI	64020025	Shipping f/HP scoreboard	10/24/2025	31.92
7060	O'REILLY AUTO PARTS	0749-110129	4) brake cleaner, 2) fuel treatment, 2) engine degreas	10/28/2025	67.61
1073	Rewound Power Motors Sls and Svc Inc	S20247	2) belt f/Library cooling tower	10/21/2025	19.44
8150	SACK LUMBER COMPANY	2510-123369	corner brace, drill bit f/dog run bench	10/24/2025	18.26
8150	SACK LUMBER COMPANY	2510-123506	bulk screw f/Cedar School broken window	10/24/2025	41.99
12521	SUNNY SMITH	OCT13 2025 - OCT24 202	Office cleaning f/Aud offices	10/24/2025	450.00
12521	SUNNY SMITH	OCT13 2025 - OCT24 202	Office cleaning f/BPW offices	10/24/2025	450.00
9760	Westlake Ace Hardware	10357850	electrical supplies f/Waterfall	10/15/2025	59.38
9760	Westlake Ace Hardware	10357909	plumbing supplies f/Aud	10/20/2025	18.60
9760	Westlake Ace Hardware	10357932	6) windex, 3) glass cleaner, 4) lysol bowl cleaner, 3) p	10/21/2025	87.68
9760	Westlake Ace Hardware	10357984	toilet repair kit f/Library	10/24/2025	26.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9760	Westlake Ace Hardware	10357986	bulk fasteners f/Library	10/24/2025	.61
10030	WRIGHTSMAN PLBG AND HEAT INC	107374	Labor - service call f/Aud basement restroom	10/27/2025	105.00
10030	WRIGHTSMAN PLBG AND HEAT INC	107374	Supplies - sloan f/Aud basement restroom	10/27/2025	22.58
Total PUBLIC PROPERTIES:					12,937.25
<b>PP-WATER PARK</b>					
1960	CINCINNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	192.00
Total PP-WATER PARK:					192.00
<b>LIBRARY</b>					
730	Baker and Taylor	2039293170	2) Titles & Freight	10/16/2025	21.19
3069	Bibliotheca, LLC	INV-US83031	Annual Support & Maintenance Renewal - 1/24/26 - 1	10/14/2025	1,947.78
3069	Bibliotheca, LLC	INV-US83031	Hybrid selfCheck 1000D desktop - Kiosk	10/14/2025	1,669.84
3069	Bibliotheca, LLC	INV-US83031	Tattle-Tape gate Direct mount, 2 aisle	10/14/2025	1,947.78
3069	Bibliotheca, LLC	INV-US83031	Tattle-tape workstation on-counter	10/14/2025	294.17
3069	Bibliotheca, LLC	INV-US83031	QuickConnect selfCheck NoveList - Kiosk - annual fe	10/14/2025	566.71
1960	CINCINNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	726.00
2940	Eakes, Inc.	9213868-0	1) 4-person appointment book	10/02/2025	42.79
2940	Eakes, Inc.	9213868-0	1) monthly planner calendar	10/02/2025	22.99
11691	Mango Languages	INV017405	Conversations Enterprise subscription	10/16/2025	1,600.00
11691	Mango Languages	INV017406	American Sign Language subscription	10/16/2025	500.00
11691	Mango Languages	INV017407	Little Pim subscription	10/16/2025	500.00
6700	NEWSBANK INC.	RN63147	Renew Annual Subscription - January - December 20	10/28/2025	6,014.00
Total LIBRARY:					15,853.25
<b>LIBRARY-COUNTY</b>					
3740	GALE/CENGAGE LEARNING	20023849	Amish Fiction	09/23/2025	917.45
3740	GALE/CENGAGE LEARNING	20023849	Top Shelf	09/23/2025	2,798.80
3740	GALE/CENGAGE LEARNING	20023849	Christian Fiction	09/23/2025	1,278.89
3740	GALE/CENGAGE LEARNING	20023849	Thorndike Dynamic Drama	09/23/2025	2,612.21
3740	GALE/CENGAGE LEARNING	20023849	Large Print Distribution Deluxe	09/23/2025	4,587.26
3740	GALE/CENGAGE LEARNING	20023849	High Octane	09/23/2025	2,798.80
3740	GALE/CENGAGE LEARNING	20023849	Mystery	09/23/2025	1,000.88
3740	GALE/CENGAGE LEARNING	20023849	Hardcover Western	09/23/2025	1,223.27
3022	Junior Library Guild	731619	A Category - Intermediate Readers	10/28/2025	236.64
3022	Junior Library Guild	731619	BIM+ - Biography Middle plus	10/28/2025	302.40
3022	Junior Library Guild	731619	CBE Category - character Building Elementary	10/28/2025	236.64
3022	Junior Library Guild	731619	CGC35 Category - Global Citizenship Grades 3-5	10/28/2025	236.64
3022	Junior Library Guild	731619	GEKp Category - Graphic Novels Early Elementary PI	10/28/2025	228.20
3022	Junior Library Guild	731619	NEp Category - Nonfiction Elementary Plus	10/28/2025	297.36
3022	Junior Library Guild	731619	Pkp Category - PreKindergarten Plus	10/28/2025	258.44
3022	Junior Library Guild	731619	RA+ Category - Read Aloud Plus	10/28/2025	276.08
3022	Junior Library Guild	731619	SMp Category - Sports Middle Plus	10/28/2025	284.62
3022	Junior Library Guild	731619	ST35p Category - STEAM Grades 3-5	10/28/2025	276.08
3022	Junior Library Guild	731619	Discount	10/28/2025	52.66-
Total LIBRARY-COUNTY:					19,798.00
Total GENERAL FUND:					95,468.63
<b>STREET FUND</b>					
<b>STREET FUND</b>					
980	BEATRICE IRON AND METAL CO	109738	1)Multi Purpose Bearing@64.34(cust#1074)	10/25/2025	64.34
870	Beatrice Ready Mixed	B1 742428	15.50CY)47B1s383500HW @192.50 (3/GRANVILLE)	01/16/2025	2,983.75

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
870	Beatrice Ready Mixed	B1 742631	7.75cy)47BtYPE13500PR1@201.50(3/granville)	10/17/2025	1,561.63
870	Beatrice Ready Mixed	B1 742631	7.75yd)NCA 10 oz-1%@7.50	10/17/2025	58.13
870	Beatrice Ready Mixed	B1 742671	10.50cy)47B1S383500HW @192.50(3/granville)	10/20/2025	2,021.25
870	Beatrice Ready Mixed	B1 742709	12cy)47B1S383500HW@192.50(3/granville)	10/21/2025	2,310.00
870	Beatrice Ready Mixed	B1 743110	3.75cy)47B1S383500HW @192.50(3/granville)	10/23/2025	721.88
3049	Beatrice Sand and Gravel	S1 210187	7.46tn)Screenings@14.80	10/28/2025	110.41
12095	Bomgaars Supply Inc	514200	1)Barb Hose @4.99	10/24/2025	4.99
12095	Bomgaars Supply Inc	514200	1)Coupler Femal @15.99	10/24/2025	15.99
12095	Bomgaars Supply Inc	514200	1)Hose Clamp @2.99	10/24/2025	2.99
12095	Bomgaars Supply Inc	514200	1)Hose Clamp @2.79	10/24/2025	2.79
12095	Bomgaars Supply Inc	514200	6)Suctio Hose @3.49	10/24/2025	20.94
11435	Carroll Distributing and Const Supply In	CB125738	2)4'X100' DIAMOND LINKFENCE@102	10/16/2025	204.00
11435	Carroll Distributing and Const Supply In	LI168291	1)14" x .125 Diteq Monster Blade@210.00	10/20/2025	210.00
1960	CINCINNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	138.00
11716	Envision Landscapes LLC	6350	21-cy) mulch, brown	09/18/2025	840.00
3630	GAGE COUNTY EQPT INC.	I710938	1)Seal @29.02	10/24/2025	29.02
3630	GAGE COUNTY EQPT INC.	I710938	2)Snap Ring @14.49	10/24/2025	28.98
3630	GAGE COUNTY EQPT INC.	I710938	2)Kit, shim @22.31	10/24/2025	44.62
3630	GAGE COUNTY EQPT INC.	I710938	1)External CI @7.28	10/24/2025	7.28
3630	GAGE COUNTY EQPT INC.	I710938	1)Protective @26.35	10/24/2025	26.35
3630	GAGE COUNTY EQPT INC.	I710938	1)Seal, Gear@29.19	10/24/2025	29.19
3630	GAGE COUNTY EQPT INC.	I710938	1)Bearing@71.23	10/24/2025	71.23
3630	GAGE COUNTY EQPT INC.	I710938	1)Cap @46.74	10/24/2025	46.74
3630	GAGE COUNTY EQPT INC.	I710938	1)Washer@11.54	10/24/2025	11.54
3630	GAGE COUNTY EQPT INC.	I710938	4)Bushing@10.79	10/24/2025	43.16
3630	GAGE COUNTY EQPT INC.	I710938	1)Blade Set @132.22	10/24/2025	132.22
3630	GAGE COUNTY EQPT INC.	I710938	1)Blade Set @141.47	10/24/2025	141.47
3630	GAGE COUNTY EQPT INC.	I711845	1)Filter, Eng@31.82	10/24/2025	31.82
3630	GAGE COUNTY EQPT INC.	I711845	1)Filter, Hyd@83.95	10/24/2025	83.95
3630	GAGE COUNTY EQPT INC.	I711845	1)Filter, Fue@40.85	10/24/2025	40.85
3630	GAGE COUNTY EQPT INC.	I711845	1)Filter, Fue@40.95	10/24/2025	40.95
3630	GAGE COUNTY EQPT INC.	I711845	1)Filter Fue@13.02	10/24/2025	13.02
12591	Interstate Power Systems, Inc	R023064639 01	Labor-front brakes	10/17/2025	675.00
12591	Interstate Power Systems, Inc	R023064639 01	Labor-diagnostic	10/17/2025	47.25
12591	Interstate Power Systems, Inc	R023064639 01	2)Wheel Kit -Semi-Met New No core @145.58	10/17/2025	291.16
12591	Interstate Power Systems, Inc	R023064639 01	Shop supplies	10/17/2025	97.00
12591	Interstate Power Systems, Inc	R023064718 01	Labor - Broom	10/17/2025	900.00
12591	Interstate Power Systems, Inc	R023064718 01	Labor-diagnostic	10/17/2025	63.00
12591	Interstate Power Systems, Inc	R023064718 01	Shop supplies	10/17/2025	129.33
12591	Interstate Power Systems, Inc	R023064804 01	Labor-Hyd Leak	10/27/2025	450.00
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Lincoln Street Improvements 2025	10/13/2025	2,974.15
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Change order - add sod to North side of Lincoln Stree	10/13/2025	14,716.00
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Change order - curb inlet 4	10/13/2025	1,765.98
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Change order #3 - inlet structure	10/13/2025	12,628.17
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Change order #4 - time extension, sprinkler repairs 5	10/13/2025	785.96
12600	M. E. COLLINS CONTRACTING CO INC	PMT 5 - FINAL	Balancing f/Change Order - Final Payment	10/13/2025	3,857.20-
5690	MEAD LUMBER AND RENTAL-BEATRI	12724511	1)M18 FUEL 6 1/2" CIRCULAR SAW BARE@207.00	10/16/2025	207.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12724511	1)6 1/2X32GP CS BLADE @32.58	10/16/2025	32.58
12499	MIDWEST MACHINERY & SUPPLY CO	15426G	Bulk supplies f/S viaduct railing repairs	10/15/2025	2,947.32
7060	O'REILLY AUTO PARTS	0749-109338	1)Oil Filter @20.82	10/24/2025	20.82
7060	O'REILLY AUTO PARTS	0749-109338	1)Fuel Filter @43.71	10/24/2025	43.71
7060	O'REILLY AUTO PARTS	0749-109388	1)HD Air Filter@47.92	10/24/2025	47.92
7060	O'REILLY AUTO PARTS	0749-109388	1)Hyd Filter @85.16	10/24/2025	85.16
7060	O'REILLY AUTO PARTS	0749-110134	6)1galAntifrez@14.99	10/28/2025	89.94
7060	O'REILLY AUTO PARTS	0749-110134	1)8ozSealRepr@16.99	10/28/2025	16.99
7060	O'REILLY AUTO PARTS	0749-110134	1)26ozClearDsl@16.99	10/28/2025	16.99
11266	Saathoff, Seth	CDL-2025	CDL Reimbursement 2025	10/21/2025	33.95

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12636	VAN KIRK SAND & GRAVEL INC	PMT 2 - HH	2025 Heritage Heights Development - Grading, Road	10/23/2025	388,990.02
12636	VAN KIRK SAND & GRAVEL INC	PMT 2 - HH	2025 Heritage Heights Development - Grading, Road	10/23/2025	41,125.69
12636	VAN KIRK SAND & GRAVEL INC	PMT 3 - CC	2025 Corral Crossing Development - Grading, Roadw	10/23/2025	117,414.92
12636	VAN KIRK SAND & GRAVEL INC	PMT 3 - CC	2025 Corral Crossing Development - Grading, Roadw	10/23/2025	110,318.10
9760	Westlake Ace Hardware	10358010	1)Mower head Autocut @31.49	10/27/2025	31.49
9760	Westlake Ace Hardware	10358033	12)Bulk Fastners @.31	10/28/2025	3.72
9760	Westlake Ace Hardware	10358033	12)Bulk Fasteners @.67	10/28/2025	8.04
Total STREET FUND:					705,193.64
Total STREET FUND:					705,193.64
<b>KENO/LOTTERY FUND</b>					
<b>KENO FUND</b>					
6520	NEBR DEPT OF REVENUE	KENO-SEP25	3rd QTR KENO LOTTERY TAX - 2025	10/28/2025	4,471.00
Total KENO FUND:					4,471.00
Total KENO/LOTTERY FUND:					4,471.00
<b>CDBG Fund</b>					
<b>CDBG-GRANTS</b>					
1790	CATHER AND SONS CONSTRUCTION,	PMT 2 - FINAL	Mill & Overlay Paving Project 2025	10/20/2025	360,111.06
1790	CATHER AND SONS CONSTRUCTION,	PMT 2 - FINAL	Change order - as-built quantities, retaining wall, sidew	10/20/2025	15,752.47
12610	JASON AND JESSICA HARTIG	CDBG-DTR-002 #6	CDBG 23-DTR-002 - 14E Commercial Rehab	09/29/2025	19,542.40
11746	Southeast Nebr Development District	23-DTR-002 #6	CDBG-23-DTR-002 - 21A GA & 14E	09/29/2025	4,480.00
Total CDBG-GRANTS:					399,885.93
Total CDBG Fund:					399,885.93
<b>AIRPORT FUND</b>					
<b>AIRPORT-GENERAL</b>					
12490	COLUMN SOFTWARE PBC	7FF24556-0564	Ad f/Bids - T-Hanger/Taxilanes	10/21/2025	42.47
2940	Eakes, Inc.	9213868-0	2) wall calendar	10/02/2025	30.38
7060	O'REILLY AUTO PARTS	0749-107961	2) oil filter f/lawnmower	10/17/2025	17.62
9760	Westlake Ace Hardware	10357912	C batteries	10/20/2025	17.99
9760	Westlake Ace Hardware	10357955	bulk fasteners f/partition	10/22/2025	13.22
9760	Westlake Ace Hardware	10357996	bulk fasteners	10/24/2025	15.12
9760	Westlake Ace Hardware	10358005	bulk fasteners	10/27/2025	3.48
9760	Westlake Ace Hardware	10358014	Stainless steel wipes	10/27/2025	7.19
9760	Westlake Ace Hardware	10358014	24" level	10/27/2025	10.79
Total AIRPORT-GENERAL:					158.26
<b>AIRPORT-CAPITAL IMPROVEMENTS</b>					
1080	ALFRED BENESCH AND COMPANY	29E-PROJ21	Reconstruct Taxiway C & Apron	10/23/2025	17,818.46
1080	ALFRED BENESCH AND COMPANY	30E-PROJ21	Reconstruct Taxiway C & Apron	10/23/2025	23,129.16
12519	VOGTS PARGA CONSTRUCTION LLC	PMT 6	Reconstruct Taxiway "C" & Apron (AIP 3-31-0009-021	10/23/2025	723,011.61
12519	VOGTS PARGA CONSTRUCTION LLC	PMT 6	Reconstruct Taxiway "C" & Apron (AIP 3-31-0009-021	10/23/2025	51,168.28
Total AIRPORT-CAPITAL IMPROVEMENTS:					815,127.51
Total AIRPORT FUND:					815,285.77
<b>BEATRICE AREA SOLID WASTE AGNC</b>					

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>BASWA</b>					
12095	Bomgaars Supply Inc	509701	air hose	10/08/2025	71.99
12095	Bomgaars Supply Inc	509701	3) insect killer	10/08/2025	46.47
12095	Bomgaars Supply Inc	509701	3) teflon tape, 2) masking tape	10/08/2025	15.05
12095	Bomgaars Supply Inc	509701	2) coupling, 2) nipple, 1) coupler, 1) plug	10/08/2025	48.64
1960	CINCINNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	109.00
2940	Eakes, Inc.	9213868-0	1) desk refill calendar	10/02/2025	3.99
2940	Eakes, Inc.	9213868-0	1) wall refill calendar	10/02/2025	17.69
2940	Eakes, Inc.	9213868-1	1) wall calendar	10/21/2025	58.49
12656	ENDICOTT CLAY PRODUCTS COMPA	386853	88.0 yd) crushed brick	10/16/2025	1,430.00
12591	Interstate Power Systems, Inc	R023064697.01	Labor - R&R brake accumulators f/Skid Steer	10/20/2025	1,800.00
12591	Interstate Power Systems, Inc	R023064697.01	Misc Charges	10/20/2025	325.00
12591	Interstate Power Systems, Inc	R023064746.01	Labor - ac repairs f/963D	10/20/2025	900.00
12591	Interstate Power Systems, Inc	R023064746.01	Misc Charges	10/20/2025	113.00
12591	Interstate Power Systems, Inc	R023064747.01	Labor - credit f/963D - ac repairs	10/20/2025	900.00-
12591	Interstate Power Systems, Inc	R023064747.01	Misc Charges - Credit f/963D	10/20/2025	113.00-
6430	NMC, INC	CU11540841	Coolant tank f/963D	10/21/2025	397.40
8020	Rohr Excavating LLC	1783	10') 30" culvert	10/15/2025	648.70
8020	Rohr Excavating LLC	1783	2) 30" band	10/15/2025	354.92
8020	Rohr Excavating LLC	1783	Delivery	10/15/2025	125.00
9730	WALKER UNIFORM RENTAL	1434616	Uniform Service	10/16/2025	42.22
9700	WALMART STORES INC.	01580	dawn dishsoap, febrezee, vacuum bags	10/02/2025	21.06
Total BASWA:					5,515.62
Total BEATRICE AREA SOLID WASTE AGNC:					5,515.62
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
870	Beatrice Ready Mixed	1B 52098	57.81 tn) limestone screenings f/Astro Park	10/22/2025	1,387.44
870	Beatrice Ready Mixed	1B 52110	13.4 tn) limestone screenings f/Astro Park	10/24/2025	321.60
870	Beatrice Ready Mixed	1B 52173	18.67 tn) limestone screenings f/Astro Park	10/29/2025	448.08
11281	Black Hills Energy	4584289228-OCT25	Gas Service - 201 Cedar - October 2025	10/14/2025	57.07
5690	MEAD LUMBER AND RENTAL-BEATRI	12765571	30) form lumber f/Astro Park	10/27/2025	746.56
5690	MEAD LUMBER AND RENTAL-BEATRI	12776422	concrete edge f/Astro Park	10/29/2025	25.47
Total CAPITAL IMPROVEMENTS-GENERAL:					2,986.22
<b>CAPITAL IMPROVEMENTS-PSDS</b>					
2024	Stryker Sales Corporation	9210422706	3) LUCAS Batteries	10/01/2025	1,866.15
2024	Stryker Sales Corporation	9210422706	3) LUCAS Devices	10/01/2025	59,102.75
2024	Stryker Sales Corporation	9210426527	3) LUCAS power supply w/cord	10/01/2025	992.55
2024	Stryker Sales Corporation	9210427333	credit - 3) discount f/LUCAS devices	10/01/2025	15,000.00-
Total CAPITAL IMPROVEMENTS-PSDS:					46,961.45
Total CAPITAL IMP FUND:					49,947.67
<b>ECONOMIC DEVELOPMENT FUND</b>					
3580	Gage Area Growth-NGage	OCTOBER 2025	Qtrly Economic Development Support	10/29/2025	36,462.42
Total :					36,462.42
Total ECONOMIC DEVELOPMENT FUND:					36,462.42

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>INFO TECH SERV FUND</b>					
12056	ALL COPY PRODUCTS	40349725	Copier Rental - Billing	10/14/2025	438.76
12056	ALL COPY PRODUCTS	566804001	Copier Rental - Zab Office	10/17/2025	132.67
1034	CHARTER COMMUNICATIONS	1290027030-OCT25	Cable charges/City - October 2025	10/09/2025	12.37
1034	CHARTER COMMUNICATIONS	176178901102125	Cable services/Police - October 2025	10/21/2025	33.48
12419	HEARTLAND BUSINESS SYSTEMS LL	834891-H	35) Microsoft Apps - Oct2025	10/20/2025	441.00
2096	Ricoh USA, Inc	5072220630	Additional Copies - October 25	10/24/2025	133.29
2076	U.S. Cellular	0760697927	Electric - Cell Phone Charges	10/06/2025	255.98
2076	U.S. Cellular	0760697927	Electric - Tablet Data Charges	10/06/2025	143.60
2076	U.S. Cellular	0760697927	Water - Cell Phone Charges	10/06/2025	143.51
2076	U.S. Cellular	0760697927	Water - Tablet Data Charges	10/06/2025	286.30
2076	U.S. Cellular	0760697927	WPC - Cell Phone Charges	10/06/2025	52.83
2076	U.S. Cellular	0760697927	Street - Cell Phone Charges	10/06/2025	36.72
2076	U.S. Cellular	0760697927	MARS - Cell Phone Charges	10/06/2025	136.53
2076	U.S. Cellular	0760697927	MARS - Tablet Data Charges	10/06/2025	163.60
9610	VERIZON WIRELESS	6125486112	ICAC Phone & Data	10/08/2025	91.02
9610	VERIZON WIRELESS	6125739154	Fire AVL Card	10/10/2025	40.01
9610	VERIZON WIRELESS	6125739154	Fire AVL Card	10/10/2025	40.01
9610	VERIZON WIRELESS	6125739154	Police AVL Cards	10/10/2025	560.24
9610	VERIZON WIRELESS	6125739154	3) MARS tablet	10/10/2025	120.03
9610	VERIZON WIRELESS	6125844059	Machine 2 Machine activity - BPW	10/12/2025	154.12
9610	VERIZON WIRELESS	6125973115	Community Development-lpad services (2)	10/13/2025	80.02
9610	VERIZON WIRELESS	6126477481	Cell phone service - Fire	10/20/2025	117.49
9610	VERIZON WIRELESS	6126477481	Cell phone service - Fire	10/20/2025	40.01
9610	VERIZON WIRELESS	6126477481	Cell phone service - Fire	10/20/2025	40.01
9610	VERIZON WIRELESS	6126510711	Undercover Phones & data	10/20/2025	119.89
9920	WINDSTREAM	090048686-OCT25	Landfill Telephone Service	10/13/2025	84.87
9920	WINDSTREAM	090051577-OCT25	Water Park phone service - October 2025	10/13/2025	111.83
9920	WINDSTREAM	090063150-OCT25	Crime Stoppers phone service	10/13/2025	114.79
9920	WINDSTREAM	092071685-OCT25	Fire Alarm Phone Lines	10/22/2025	161.57
9920	WINDSTREAM	092221690-OCT25	backup Dispatch phone line	10/20/2025	84.18-
9920	WINDSTREAM	092227280-OCT25	911 Telephone Service	10/09/2025	160.22
9920	WINDSTREAM	092229158-OCT25	dispatch fax line	10/22/2025	78.38
Total :					4,440.97
Total INFO TECH SERV FUND:					4,440.97

**SANITATION FUND**

11281	Black Hills Energy	3806703634-OCT25	Gas Service - MARS - October 2025	10/14/2025	156.02
1960	CINCINNATI INSURANCE CO	1000605050-FY26	Machine & Equip Breakdown Policy - FY26	10/08/2025	85.00
2040	CITY TREAS. PETTY CASH	P-CASH 11-03-2025	Vehicle Registration f/WF5989	10/30/2025	18.00
2040	CITY TREAS. PETTY CASH	P-CASH 11-03-2025	Vehicle Registration Change f/010654	10/30/2025	2.50
7060	O'REILLY AUTO PARTS	0749-109858	2) wiper blade	10/27/2025	9.00
8260	SAPP BROTHERS	IN4853474	1,040.0 gal ULSD #2 Clear Winter Diesel @ 2.80599	10/16/2025	2,918.24
11678	Truck Center Companies	XA108195401.01	2) headlamp	10/20/2025	799.18
11678	Truck Center Companies	XA108196508.01	2) serpentine belt, 1) tensioner belt	10/23/2025	303.55
11678	Truck Center Companies	XA108196508.01	tuned mass damper	10/23/2025	465.96
11418	VISA	20081-M-SEP25 - BAL	Registration f/Entry-Level Driver Training - Daniels	10/02/2025	299.00
9760	Westlake Ace Hardware	10357898	mop	10/17/2025	10.79
Total :					5,067.24
Total SANITATION FUND:					5,067.24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Grand Totals:					<u>2,121,738.89</u>

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

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

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

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Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>American Electric Power</b>				
175-21584946	10/10/2025	SPP Charges for September 2025 12,990 MWH @ 38.95	ELECTRIC FUND	505,960.50
175-21584946	10/10/2025	Radiant Tech Admin Fee f/ Sep 2025 5,946.40 MWH @ 0.85	ELECTRIC FUND	5,054.44
175-21584946	10/10/2025	Congestion/Imbalance credit/chg for Sep 2025	ELECTRIC FUND	95,082.28-
175-21584946	10/10/2025	SPP Initial Charges for Sep 2025	ELECTRIC FUND	98,257.92
175-21584946	10/10/2025	SPP charges for prior months	ELECTRIC FUND	7,322.47-
175-21584946	10/10/2025	SPP settlement - Final	ELECTRIC FUND	5,937.09-
Total American Electric Power:				500,931.02
<b>Auto Shop, Inc.</b>				
9678	10/28/2025	1)Water Pump@130.62	ELECTRIC FUND	130.62
9678	10/28/2025	1)Antifreeze@26.99	ELECTRIC FUND	26.99
9678	10/28/2025	Shop supplies	ELECTRIC FUND	7.00
9678	10/28/2025	Sales Tax	ELECTRIC FUND	11.82
9678	10/28/2025	Labor-R/R water pump	ELECTRIC FUND	200.00
Total Auto Shop, Inc.:				376.43
<b>Beatrice Iron and Metal</b>				
109602	10/21/2025	2)U-Bolt Repair Kit @39.33 (cust#1072)	ELECTRIC FUND	78.66
109602	10/21/2025	Sales Tax	ELECTRIC FUND	5.90
Total Beatrice Iron and Metal:				84.56
<b>Beatrice Ready Mixed</b>				
1B 52022	10/17/2025	4)#3 Stock Rebar grade 60 20-@7.00 (N tower)	WATER FUND	28.00
1B 52022	10/17/2025	Sales Tax	WATER FUND	2.10
1B 52066	10/21/2025	37.36tn)Fill Sand tn@17.00	WATER FUND	635.12
1B 52066	10/21/2025	Sales Tax	WATER FUND	47.63
1B 52099	10/22/2025	27.67tn)Fill Sand @17.00	WATER FUND	470.39
1B 52099	10/22/2025	Sales Tax	WATER FUND	35.28
1B 52120	10/24/2025	4.10tn)3/4" Rock @39.00	WATER FUND	159.90
1B 52120	10/24/2025	Sales Tax	WATER FUND	11.99
1B 52172	10/29/2025	6.51tn)Fill Sand @17.00	WATER FUND	110.67
1B 52172	10/29/2025	Sales Tax	WATER FUND	8.30
1B 52174	10/29/2025	24.77tn)Fill Sand@17.0	WATER FUND	421.09
1B 52174	10/29/2025	Sales Tax	WATER FUND	31.58
B1 742268	10/15/2025	1yd) L10AE3500@188.50	WATER FUND	202.64
B1 742268	10/15/2025	1.5cy)L10AE3500@188.50	WATER FUND	303.96
B1 742268	10/15/2025	.75Yds) L10AE3500@188.50	WATER FUND	151.98
B1 742429	10/16/2025	2cy)Sand Fill & Water@63.00	WATER FUND	126.00
B1 742429	10/16/2025	Sales Tax	WATER FUND	9.45
B1 742430	10/16/2025	9cy)Sand Fill & Water @63.00	WATER FUND	567.00
B1 742430	10/16/2025	Sales Tax	WATER FUND	42.53
B1 742632	10/17/2025	.75)L10AE3500@188.50	WATER FUND	141.38
B1 742632	10/17/2025	Sales Tax	WATER FUND	10.60
B1 742672	10/20/2025	5cy)Sand Fill & Water@63.00	WATER FUND	315.00
B1 742672	10/20/2025	Sales Tax	WATER FUND	23.63
B1 742958	10/22/2025	.75cy)L10AE3500@188.50	WATER FUND	141.38
B1 742958	10/22/2025	Sales Tax	WATER FUND	10.60
Total Beatrice Ready Mixed:				4,008.20
<b>Bomgaars Supply Inc</b>				
509600	10/08/2025	1)Mud Flaps @9.99	ELECTRIC FUND	9.99
509600	10/08/2025	1)Wheel Cup Diamon @59.99	ELECTRIC FUND	59.99

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
509600	10/08/2025	1)Recip Blade@16.49	ELECTRIC FUND	16.49
509600	10/08/2025	Sales Tax	ELECTRIC FUND	6.49
511443	10/14/2025	1)Socket, Impact @10.99	WATER FUND	10.99
511443	10/14/2025	1)Socket,Impact @12.99	WATER FUND	12.99
511443	10/14/2025	Sales Tax	WATER FUND	1.80
512042	10/16/2025	1)Extension Hose @109.99	WPC	109.99
512042	10/16/2025	1)Coupler @9.99	WPC	9.99
512042	10/16/2025	1)Plug@4.49	WPC	4.49
512042	10/16/2025	6)Disposable Gloves @14.99	WPC	89.94
512222	10/17/2025	1)Driver Bit Set @34.99	WATER FUND	34.99
512222	10/17/2025	1)Bit Tip Holder @8.99	WATER FUND	8.99
512222	10/17/2025	1)Knife @13.99	WATER FUND	13.99
512222	10/17/2025	Sales Tax	WATER FUND	4.35
515267	10/27/2025	1)Pliers, Long nose @9.99	WPC	9.99
515267	10/27/2025	1)Bit Tip Holder @8.99Vise Grip @13.99	WPC	13.99
515267	10/27/2025	3)Disposable Gloves@11.99	WPC	35.97
515822	10/29/2025	2)Pant M Flex @44.99	WPC	89.98
515822	10/29/2025	1)10pack handwarmers @7.99	WPC	7.99
515822	10/29/2025	1)Overall M Ins Bib @119.99	WPC	119.99
Total Bomgaars Supply Inc:				673.38
<b>Border States Industries, Inc</b>				
931337996	10/20/2025	3)SMU-20 FUSE UNIT 175E AMP 614175 (22-24 WEEKS)	ELECTRIC FUND	757.49
931337997	10/20/2025	30)2633723B0002 BUSHING ASSY COMPLETE LV BUSHING ASSY KIT A	ELECTRIC FUND	1,894.69
Total Border States Industries, Inc:				2,652.18
<b>Call Management Resources</b>				
25102123181809	10/21/2025	After Hours Call Service St	ELECTRIC FUND	309.40
25102123181809	10/21/2025	After Hours Call Service Elec	ELECTRIC FUND	309.40
25102123181809	10/21/2025	After Hours Call Service Water	WATER FUND	309.40
25102123181809	10/21/2025	After Hours Call Service Sewer	WPC	309.40
Total Call Management Resources:				1,237.60
<b>Cary D Udell</b>				
6554	10/24/2025	Service Center Cleaning for Oct 2025	ELECTRIC FUND	945.00
6554	10/24/2025	2)Simple Green @4.97	ELECTRIC FUND	9.94
6554	10/24/2025	2)Windex Spray @3.97	ELECTRIC FUND	7.94
6554	10/24/2025	4)Pledge Spray @2.56	ELECTRIC FUND	10.24
6554	10/24/2025	1)Windex Regill Jug @16.82	ELECTRIC FUND	16.82
6554	10/24/2025	Sales Tax	ELECTRIC FUND	74.25
6555	10/24/2025	Office Cleaning WPC for Oct25	WPC	360.00
Total Cary D Udell:				1,424.19
<b>CINTAS LOC 749</b>				
4247222475	10/21/2025	Uniform Cleaning/Rental WPC	WPC	36.13
4247964660	10/28/2025	Uniform Cleaning/Rental WPC	WPC	36.13
Total CINTAS LOC 749:				72.26
<b>City Motor Supply</b>				
912982	10/21/2025	1)Front turn signal@6.04	WPC	6.04
912982	10/21/2025	1)Truck-Lite signal lens@4.49	WPC	4.49
912991	10/22/2025	3)Cleaner@7.49	WPC	22.47

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
913122	10/29/2025	1)Cable tie@14.49	WPC	14.49
913122	10/29/2025	1)Cable tie@13.49	WPC	13.49
Total City Motor Supply:				60.98
<b>City Treasurer</b>				
AR6543-OCT25	10/16/2025	MARS AR PMT-Pinnacle Bank	ELECTRIC FUND	138.00
Total City Treasurer:				138.00
<b>Column Software PBC</b>				
7FF24556-0521	09/15/2025	Notice of Meeting 10/25/25	WATER FUND	13.02
Total Column Software PBC:				13.02
<b>Core and Main</b>				
X887176	10/17/2025	40)METER 1" ELECTRONIC 1 IPERL+100CF NO CABLE SM 10.75"LL SM	WATER FUND	11,555.39
X887176	10/17/2025	43)METER 3/4" ELECTRONIC IPERL+ L/CBL 100CF SM 4WHL 13SXFLX	WATER FUND	8,824.35
X887176	10/17/2025	110)3/4" SHORT ELECT. METER 3/4D IPERL+ 1000G NO CABLE SM 7.5"	WATER FUND	19,986.62
Total Core and Main:				40,366.36
<b>Eakes Office Solutions</b>				
9213872-0	10/02/2025	Street dept 2026 Calendars	ELECTRIC FUND	16.09
9213872-0	10/02/2025	MARS dept 2026 Calendars	ELECTRIC FUND	5.36
9213872-0	10/02/2025	Electric dept 2026 Calendars	ELECTRIC FUND	100.97
9213872-0	10/02/2025	Billing dept 2026 Calendars	ELECTRIC FUND	21.49
9213872-0	10/02/2025	Engineer dept 2026 Calendars	ELECTRIC FUND	10.73
9213872-0	10/02/2025	Water dept 2026 Calendars	WATER FUND	80.90
9213872-0	10/02/2025	WPC dept 2026 Calendars	WPC	32.18
9213872-1	10/21/2025	3)Calendar, Wall, Monthly 20x30@58.49	WATER FUND	175.47
9213872-1	10/21/2025	Sales Tax	WATER FUND	13.16
Total Eakes Office Solutions:				456.35
<b>Echo Group, Inc.</b>				
S011454044.001	10/16/2025	1)EPC Ground Screw@10.56 (pk/100)	WATER FUND	10.56
S011454044.001	10/16/2025	Sales Tax	WATER FUND	.79
S011456354.001	10/17/2025	1)Orb Cover 3 1/2 Hub F/Oct @7.74	WATER FUND	7.74
S011456354.001	10/17/2025	2)Orb WP Lampholder @5.594	WATER FUND	11.19
S011456354.001	10/17/2025	1)ARL NM Cord Crip 1/2" @3.56	WATER FUND	3.56
S011456354.001	10/17/2025	1)Col 14/3 6' Str Maile Pigtail@11.48	WATER FUND	11.48
S011456354.001	10/17/2025	Sales Tax	WATER FUND	2.55
S011463757.001	10/22/2025	10)ARI NM corp Grip 1/2" @3.56	WATER FUND	35.63
S011463757.001	10/22/2025	1)EGS Handy Box 2 1/8@6.22	WATER FUND	6.22
S011463757.001	10/22/2025	2)EGS 4 Oct Box 1 1/2@4.94	WATER FUND	9.88
S011463757.001	10/22/2025	1)Ber/QMK Stat 120v-277V @35.99	WATER FUND	35.99
S011463757.001	10/22/2025	1)Col 14/3 6' Str Maile Pigtail@11.48	WATER FUND	11.48
S011463757.001	10/22/2025	3ft) SJEOWW Cord 14/3@1.249	WATER FUND	3.75
S011463757.001	10/22/2025	Sales Tax	WATER FUND	7.72
S011464268.001	10/22/2025	1)KLN Screwdriver 3" #1 phillips @9.10	WPC	9.10
S011464268.001	10/22/2025	1)KLN Mini Scredriver 3/32 cabinet @7.06	WPC	7.06
S011464268.001	10/22/2025	1)Idl Fuse Puller F/o 100A @21.35	WPC	21.35
S011465924.001	10/23/2025	25)Bri 2" HW 2 Hole Strap @1.3817	ELECTRIC FUND	34.54
S011465924.001	10/23/2025	Sales Tax	ELECTRIC FUND	2.59
S011468629.001	10/27/2025	4)RAB LED 12/18/27W 3000 4000 5000k@46.63-srv cntr outside lights	ELECTRIC FUND	186.52
S011468629.001	10/27/2025	Sales Tax	ELECTRIC FUND	13.99

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Echo Group, Inc.:				433.69
<b>Environmental Maintenance Services LLC</b>				
15313	10/14/2025	Unload Transformer 10/14 boom truck	ELECTRIC FUND	420.00
Total Environmental Maintenance Services LLC:				420.00
<b>Evans Lipka and Associates Inc</b>				
I-SC3-2510077	10/20/2025	C/W IGS CLASS 2 WPE E500-FRP-G-M00	ELECTRIC FUND	3,314.22
I-SC3-2510077	10/20/2025	C/W IGS CLASS 2 WPE E450-FRP-G-M00	ELECTRIC FUND	29,971.00
I-SC3-2510077	10/20/2025	State Sales/Use	ELECTRIC FUND	1,702.96-
I-SC3-2510077	10/20/2025	City Sales/Use	ELECTRIC FUND	619.26-
Total Evans Lipka and Associates Inc:				30,963.00
<b>Gage County Treasurer</b>				
INT DUMP 2020	10/28/2025	Sales Tax - 2020 International 1HTEUMML5LH842749	WATER FUND	4,732.50
INT DUMP 2020	10/28/2025	Title fee - 2020 International	WATER FUND	10.00
INT DUMP 2025	10/28/2025	Sales Tax - 2025 International 1HTEUMML0SS461361	WATER FUND	8,092.50
INT DUMP 2025	10/28/2025	Tire Fee - 2025 International	WATER FUND	6.00
INT DUMP 2025	10/28/2025	Title fee - 2025 International	WATER FUND	10.00
Total Gage County Treasurer:				12,851.00
<b>Grainger</b>				
9686889446	10/24/2025	1)Solenoid Valve Brass,NC,Air,Inert gas @150.49	WATER FUND	150.49
9686889446	10/24/2025	Sales Tax	WATER FUND	11.29
Total Grainger:				161.78
<b>Heideman, Dean Alan</b>				
CDL-2025	10/27/2025	CDL Class B-2025	WPC	32.49
Total Heideman, Dean Alan:				32.49
<b>Johnny's Welding, Inc.</b>				
195136	10/17/2025	State Sales/Use	ELECTRIC FUND	17.31-
195136	10/17/2025	City Sales/Use	ELECTRIC FUND	6.29-
195136	10/17/2025	Seals	ELECTRIC FUND	114.62
195136	10/17/2025	Use Tax on parts	ELECTRIC FUND	8.60
195136	10/17/2025	1)Labor to reseal cylinder	ELECTRIC FUND	200.00
195136	10/17/2025	Use Tax on labor	ELECTRIC FUND	15.00
Total Johnny's Welding, Inc.:				314.62
<b>Lawson Products, Inc.</b>				
9312924191	10/23/2025	State Sales/Use	ELECTRIC FUND	6.81-
9312924191	10/23/2025	City Sales/Use	ELECTRIC FUND	2.48-
9312924191	10/23/2025	12)Aero Low VOC Cleaner Carb & choke@9.74	ELECTRIC FUND	116.92
9312924191	10/23/2025	Shipping	ELECTRIC FUND	6.99
9312924191	10/23/2025	Use Tax	ELECTRIC FUND	9.29
Total Lawson Products, Inc.:				123.91
<b>Lincoln Winwater Works</b>				
114997 01	10/16/2025	1)HYDRANT BUDDY	WATER FUND	5,375.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
114997 01	10/16/2025	1)78" - 135" DEPTH CAPACITY	WATER FUND	537.50
114998 01	10/16/2025	0880-20 18V CORDLESS W/D VAC	WATER FUND	149.43
114998 01	10/16/2025	1)2910-20 CONCRETE VIBRATOR 4'	WATER FUND	456.88
114998 01	10/16/2025	1)3697-22 2-TOOL COMBO KIT DRILL/IMPACT/CHARGER	WATER FUND	428.92
114998 01	10/16/2025	1)2719-20 M18 FUEL HACKZALL (TOOL ONLY)	WATER FUND	193.50
114998 02	10/22/2025	6)REED STICK PUMP MILWAUKEE ADPT	WATER FUND	148.35
114999 01	10/16/2025	7)3697-25 FUEL COMBO KIT	WATER FUND	5,568.50
114999 01	10/16/2025	7)2880-20 M18 4-1/2-5 GRINDER	WATER FUND	1,505.00
114999 01	10/16/2025	7)2967-20 TORQ IMP WRENCH W/RING	WATER FUND	1,956.50
114999 01	10/16/2025	1)2929-20 BAND SAW	WATER FUND	370.88
114999 01	10/16/2025	2)48-11-1813 HD12.0 BATTERY FORGE HD 12.0 BATTERY	WATER FUND	526.75
114999 01	10/16/2025	2)2912-20 1" SDS ROTARY HAMMER	WATER FUND	642.85
114999 01	10/16/2025	1)2836-20 OSCILLATING MULTI TOOL	WATER FUND	236.50
114999 01	10/16/2025	1)2848-20 M18 INFLATOR	WATER FUND	182.75
114999 02	10/22/2025	1)2646-20 GREASE GUN	WATER FUND	260.15
115347 01	10/16/2025	4)100lb Durm Chlorine@550.00	WATER FUND	2,200.00
115347 01	10/16/2025	Sales Tax	WATER FUND	165.00
115812 01	10/28/2025	500)6" C900 Certa-Lok Water Main 6X20 C900IB DR18	WATER FUND	8,745.13
Total Lincoln Winwater Works:				29,649.59
<b>Mead Lumber Company</b>				
12770284	10/28/2025	1)M12 L-I 3/8 Ratchet Bare@159.00	WPC	159.00
12770284	10/28/2025	1)M12 Redlithium HO XC5.0 Batter @129.99	WPC	129.99
Total Mead Lumber Company:				288.99
<b>Midwest Unlimited, LLC</b>				
24206457-01	10/17/2025	1)combo winch bar @26.95	ELECTRIC FUND	28.90
Total Midwest Unlimited, LLC:				28.90
<b>NE Department of Revenue</b>				
393274-SEP25	10/20/2025	Use Tax - AP - State	ELECTRIC FUND	84.42
393274-SEP25	10/20/2025	Sales Tax - AR - State	ELECTRIC FUND	76.09
393274-SEP25	10/20/2025	Sales Tax - Util - State	ELECTRIC FUND	86,450.41
393274-SEP25	10/20/2025	Use Tax - AP - City	ELECTRIC FUND	39.81
393274-SEP25	10/20/2025	Sales Tax - AR - City	ELECTRIC FUND	27.67
393274-SEP25	10/20/2025	Sales Tax - Util - City	ELECTRIC FUND	30,621.84
393274-SEP25	10/20/2025	Use Tax - AP - County	ELECTRIC FUND	.00
393274-SEP25	10/20/2025	Sales Tax - AR - County	ELECTRIC FUND	.00
393274-SEP25	10/20/2025	Sales Tax - Util - County	ELECTRIC FUND	.00
393274-SEP25	10/20/2025	Sales Tax - Coll Fee Credit	ELECTRIC FUND	150.00-
393274-SEP25	10/20/2025	Use Tax - AP - State	WATER FUND	35.90
393274-SEP25	10/20/2025	Sales Tax - AR - State	WATER FUND	95.74
393274-SEP25	10/20/2025	Use Tax - AP - City	WATER FUND	13.05
393274-SEP25	10/20/2025	Sales Tax - AR - City	WATER FUND	34.79
393274-SEP25	10/20/2025	Use Tax - AP - County	WATER FUND	.00
393274-SEP25	10/20/2025	Sales Tax - AR - County	WATER FUND	.00
FUEL-SEP25	09/30/2025	Motor fuels tax - July - Sep	ELECTRIC FUND	246.84
FUEL-SEP25	09/30/2025	Motor fuels tax - July - Sep	ELECTRIC FUND	357.22
FUEL-SEP25	09/30/2025	Motor fuels tax - July - Sep	ELECTRIC FUND	415.42
FUEL-SEP25	09/30/2025	Motor fuels tax - July - Sep	WATER FUND	182.58
FUEL-SEP25	09/30/2025	Motor fuels tax - July - Sep	WPC	202.94
Total NE Department of Revenue:				118,734.72

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Nebraska Health and Human Services</b>				
17023802-REFUND	10/28/2025	Refund - Moved Heinen, Roberta 1723 N 9th	ELECTRIC FUND	353.71
Total Nebraska Health and Human Services:				353.71
<b>Nebraska Public Health Environmental Lab</b>				
596247	10/15/2025	4)Coliform by Colilert Quantitray@17.00	WATER FUND	68.00
596247	10/15/2025	2) EPA 552.2 (Haloacetic Acids)@248.00	WATER FUND	496.00
596247	10/15/2025	10)Coiform by Colilert @ 15.00/ea	WATER FUND	150.00
Total Nebraska Public Health Environmental Lab:				714.00
<b>Nebraska State Treasurer</b>				
UNCLAIMED PROP - FY2	10/28/2025	Unclaimed Property as of 9/30/2025-Customer Deposits	ELECTRIC FUND	3,035.25
Total Nebraska State Treasurer:				3,035.25
<b>NEXTERA ENERGY RESOURCES</b>				
976430	10/02/2025	SPP System Capacity - September 2025	ELECTRIC FUND	127,022.00
9830	10/13/2025	Cottonwood Wind/Energy Charge - September 2025	ELECTRIC FUND	76,206.18
Total NEXTERA ENERGY RESOURCES:				203,228.18
<b>Olsson, Inc.</b>				
555080	10/16/2025	Construction/Administration services for Construction phase Water Main Cr	WATER FUND	3,150.70
555360	10/17/2025	Lift Station #6 Rehabilitation Design	WPC	770.00
555419	10/17/2025	WPC Grit Improvement Project	WPC	20,337.95
Total Olsson, Inc.:				24,258.65
<b>O'Reilly Automotive, Inc.</b>				
0749-107712	10/16/2025	2)Battery@146.50	WATER FUND	293.00
0749-107712	10/16/2025	Core Charge	WATER FUND	44.00
0749-107712	10/16/2025	Core Exchange	WATER FUND	44.00
0749-107712	10/16/2025	Sales Tax	WATER FUND	21.98
0749-108480	10/20/2025	1)1gal Antifrez@19.99	WPC	19.99
0749-108631	10/21/2025	2)5qtMotorOil@36.95	ELECTRIC FUND	73.90
0749-108631	10/21/2025	1)OIL FILTER @7.93	ELECTRIC FUND	7.93
0749-108631	10/21/2025	Sales Tax	ELECTRIC FUND	6.14
0749-108910	10/22/2025	1)Husky Spring Leaf @27.84	ELECTRIC FUND	27.84
0749-108910	10/22/2025	freight	ELECTRIC FUND	11.74
0749-108910	10/22/2025	Sales Tax	ELECTRIC FUND	2.97
0749-108984	10/22/2025	2)Leaf Spring @548.27	ELECTRIC FUND	1,096.54
0749-108984	10/22/2025	2)Shackle Kit@38.34	ELECTRIC FUND	76.68
0749-108984	10/22/2025	Sales Tax	ELECTRIC FUND	87.99
0749-108991	10/22/2025	1)Husky Spring Leaf @27.84	ELECTRIC FUND	27.84
0749-108991	10/22/2025	Freight	ELECTRIC FUND	11.74
0749-108991	10/22/2025	Sales Tax	ELECTRIC FUND	2.97
0749-110166	10/28/2025	1)DEF Pump@176.66	WPC	176.66
0749-110202	10/28/2025	1)Wire Strip@29.99	WATER FUND	29.99
0749-110202	10/28/2025	Sales Tax	WATER FUND	2.25
0749-110282	10/28/2025	1)Screwdrivers @13.99	ELECTRIC FUND	13.99
0749-110282	10/28/2025	Sales Tax	ELECTRIC FUND	1.05
0749-110424	10/29/2025	1)Antifreeze@22.99	WPC	22.99
Total O'Reilly Automotive, Inc.:				2,016.18

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Pinnacle Bank</b>				
SEP2025	10/01/2025	Internet Banking Fees Sep 2025	ELECTRIC FUND	42.50
Total Pinnacle Bank:				42.50
<b>Polydyne, Inc.</b>				
1972351	10/23/2025	4)Clarifloc 450lb Drum @ 1.73/lb	WPC	3,114.00
Total Polydyne, Inc.:				3,114.00
<b>PowerTech LLC</b>				
87240737	10/16/2025	Materials	WATER FUND	39.00
87240737	10/16/2025	Mileage	WATER FUND	105.00
87240737	10/16/2025	Generator Tech Labor	WATER FUND	1,400.00
87240737	10/16/2025	Service/Consumable Fee	WATER FUND	50.00
Total PowerTech LLC:				1,594.00
<b>Roehr's Machinery, Inc.</b>				
IV91773	10/28/2025	4)1/2" Hyd hose @8.98	WATER FUND	35.92
IV91773	10/28/2025	1)8G-10MFFOR Pipe @19.12	WATER FUND	19.12
IV91773	10/28/2025	1)Hyd Fitting 8G-10FFORX@18.58	WATER FUND	18.58
IV91773	10/28/2025	Sales tax	WATER FUND	5.52
IV91781	10/28/2025	1)Filter,Fue@62.04	WATER FUND	62.04
IV91781	10/28/2025	Sales tax	WATER FUND	4.65
Total Roehr's Machinery, Inc.:				145.83
<b>Rural Electric Supply Cooperative</b>				
3092227	10/23/2025	6)84211214ERMCO 15 KV POLEMONT CONV. TRANSFORMER 7200/12	ELECTRIC FUND	10,803.75
Total Rural Electric Supply Cooperative:				10,803.75
<b>Sapp Bros. Petroleum, Inc.</b>				
IN4856886	10/21/2025	900.8)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL F	ELECTRIC FUND	2,409.64
IN4856886	10/21/2025	1200)UNLEADED GASOLINE @2.516	ELECTRIC FUND	3,019.20
IN4862985	10/28/2025	900)DIESEL#2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	2,407.50
IN4862985	10/28/2025	100)DIESEL@2.77	ELECTRIC FUND	277.00
Total Sapp Bros. Petroleum, Inc.:				8,113.34
<b>Seth Ray</b>				
1550	10/16/2025	Pest Control Service Center/ Oct25	ELECTRIC FUND	80.63
Total Seth Ray:				80.63
<b>Seth's Lawn Solutions LLC</b>				
7008	10/03/2025	9/17/25) Fertilizer application	ELECTRIC FUND	80.00
Total Seth's Lawn Solutions LLC:				80.00
<b>SewerAI Corporation</b>				
2025-977	09/30/2025	AutoCode Subscription for Mainline PACP or Lateral LACP/Sep25-Jun26	WPC	8,680.00
Total SewerAI Corporation:				8,680.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Skarshaug Test Lab, Inc.</b>				
290235	10/17/2025	State Sales/Use	ELECTRIC FUND	26.96-
290235	10/17/2025	City Sales/Use	ELECTRIC FUND	9.81-
290235	10/17/2025	20PR) Pr. Glove Clean/Test/Seal @20Kv or less @9.00	ELECTRIC FUND	180.00
290235	10/17/2025	1pr) ID Labels Affixed to glv@4.00	ELECTRIC FUND	4.00
290235	10/17/2025	1)PR NG Glv: T1 C12 16in Bell Yell@343.00	ELECTRIC FUND	343.00
290235	10/17/2025	Shipping	ELECTRIC FUND	147.26
290235	10/17/2025	Use Tax	ELECTRIC FUND	36.77
Total Skarshaug Test Lab, Inc.:				674.26
<b>Springer, Marcella</b>				
REFUND 25065500	10/28/2025	Credit Refund, 1800 Scott St #13	ELECTRIC FUND	9.90
Total Springer, Marcella:				9.90
<b>Surnali LLC</b>				
25592	10/30/2025	Random Drug Test @85-Elec	ELECTRIC FUND	85.00
25592	10/30/2025	New Hire Heideman-wpc	WPC	85.00
25592	10/30/2025	Trip Fee	WPC	5.00
Total Surnali LLC:				175.00
<b>The Cincinnati Insurance Company</b>				
1000605050-FY26	10/08/2025	Machine & Equip Breakdown Policy - FY26	ELECTRIC FUND	22,726.00
1000605050-FY26	10/08/2025	Machine & Equip Breakdown Policy - FY26	WATER FUND	1,403.00
1000605050-FY26	10/08/2025	Machine & Equip Breakdown Policy - FY26	WPC	1,777.00
Total The Cincinnati Insurance Company:				25,906.00
<b>Timberline LLC</b>				
REFUNDS	10/28/2025	CREDIT REFUND ACCT 28060503	ELECTRIC FUND	5.00
REFUNDS	10/28/2025	CREDIT REFUND ACCT 28060601	ELECTRIC FUND	5.00
Total Timberline LLC:				10.00
<b>Tractor Supply Company</b>				
460952	10/16/2025	1)GW Sprayer 1/2 gal @9.99	ELECTRIC FUND	9.99
460952	10/16/2025	Sales Tax	ELECTRIC FUND	.75
460958	10/16/2025	1)2.5gal Total Vegetation Killer @129.99	WPC	129.99
461512	10/20/2025	1)2pk Twine Plastic 9000ft@39.99	ELECTRIC FUND	39.99
461512	10/20/2025	Sales Tax	ELECTRIC FUND	3.00
461799	10/23/2025	1)Mystik JT9 LS AW Hyd Fluid @42.99	ELECTRIC FUND	42.99
461799	10/23/2025	Sales Tax	ELECTRIC FUND	3.22
462393	10/28/2025	3)20lb De Granular Absorbent @10.00	WATER FUND	30.00
462393	10/28/2025	Sales Tax	WATER FUND	2.25
462507	10/29/2025	4)Ch A18 Beanie@19.99	WPC	79.96
462507	10/29/2025	2)Boss MNS Cowhide Glv@6.99	WPC	13.98
462542	10/29/2025	1)Victor Poison Pellets @6.99	WPC	6.99
462542	10/29/2025	1)Tomcat 1lb block 4pk@22.99	WPC	22.99
Total Tractor Supply Company:				386.10
<b>Travelers</b>				
9360L1244-2025	10/13/2025	Crime Policy Renewal- Bell & Tempelmeyer	ELECTRIC FUND	1,239.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Travelers:				1,239.00
<b>Tyndale Company, Inc.</b>				
4125705	10/15/2025	1)Carhartt midwgt Hooded Sweatshirt@163.00/Freitag	ELECTRIC FUND	163.00
4125705	10/15/2025	Embroidery	ELECTRIC FUND	3.00
4125705	10/15/2025	shipping	ELECTRIC FUND	12.95
4125705	10/15/2025	sales tax	ELECTRIC FUND	13.42
Total Tyndale Company, Inc.:				192.37
<b>Uline</b>				
199444293	10/20/2025	State Sales/Use	ELECTRIC FUND	8.54-
199444293	10/20/2025	City Sales/Use	ELECTRIC FUND	3.11-
199444293	10/20/2025	6)Hollow Braid Poly Rope 1/4"x500'@20.00	ELECTRIC FUND	120.00
199444293	10/20/2025	Shipping	ELECTRIC FUND	35.35
199444293	10/20/2025	Use Tax	ELECTRIC FUND	11.65
Total Uline:				155.35
<b>USA Bluebook</b>				
INV00855075	10/13/2025	State Sales/Use	WATER FUND	5.32-
INV00855075	10/13/2025	City Sales/Use	WATER FUND	1.93-
INV00855075	10/13/2025	1)Replacement Sample Cells for Hach Pocket Colorimeter 6/pk@78.65	WATER FUND	78.65
INV00855075	10/13/2025	Freight	WATER FUND	18.02
INV00855075	10/13/2025	Use Tax	WATER FUND	7.25
Total USA Bluebook:				96.67
<b>Visa</b>				
20081-SEP25BAL	10/02/2025	Nebraka Trucking Assoc - Entry Level Driver Training Dean Heideman	WPC	299.00
Total Visa:				299.00
<b>Ward Laboratories</b>				
1508411	10/24/2025	7) Nitrate+Sodium +Silica @33.00	WATER FUND	231.00
1508411	10/24/2025	4) 10-W-3 Nitrate Water Samples@8.25	WATER FUND	33.00
Total Ward Laboratories:				264.00
<b>Wesco Distributing, Inc.</b>				
724822	10/28/2025	25)ARRESTOR LIGHTNING OH 10 KV MPS ZHP010-0C00100 ARRR 10K	ELECTRIC FUND	1,558.75
Total Wesco Distributing, Inc.:				1,558.75
<b>Western Area Power Administration</b>				
BFPB000850925	10/11/2025	Power Bill/Sep2025	ELECTRIC FUND	45,509.78
Total Western Area Power Administration:				45,509.78
<b>Westlake Hardware, Inc.</b>				
10357778	10/10/2025	2)Keyrafter #14 Brass @3.59	WATER FUND	7.18
10357778	10/10/2025	Sales Tax	WATER FUND	.54
10357865	10/16/2025	1)Nipple 1/2 x 3@8.99	WPC	8.99
10357865	10/16/2025	1)Coupling 1/2 c 3/8@8.99	WPC	8.99
10357865	10/16/2025	1)Hose Adptr@12.59	WPC	12.59
10357871	10/16/2025	4)Purell Adv aloe 8oz @5.03	WPC	20.12

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10357881	10/16/2025	1)Duct tape @10.79	WATER FUND	10.79
10357881	10/16/2025	1)Catalyst Penetr @8.99	WATER FUND	8.99
10357881	10/16/2025	1)Braid Nyln line 500@11.69	WATER FUND	11.69
10357881	10/16/2025	1)Battery Alkaline D@17.99	WATER FUND	17.99
10357881	10/16/2025	Sales Tax	WATER FUND	3.71
10357891	10/17/2025	7)Rat&Mouse Glue Trap @7.73	ELECTRIC FUND	54.11
10357891	10/17/2025	Sales Tax	ELECTRIC FUND	4.06
10357906	10/20/2025	1)Hefty Slidr Gal @4.49	WATER FUND	4.49
10357906	10/20/2025	Sales Tax	WATER FUND	.34
10357910	10/20/2025	1)Brkr BR 1P 15a@8.99	ELECTRIC FUND	8.99
10357910	10/20/2025	Sales Tax	ELECTRIC FUND	.67
10357914	10/20/2025	4)Clorox Splashless@7.19	WATER FUND	28.76
10357914	10/20/2025	Sales Tax	WATER FUND	2.16
10357954	10/22/2025	Sales Tax	WATER FUND	.31
10357954	10/22/2025	1)Lamphldr@4.13	WATER FUND	4.13
10357962	10/22/2025	1)Multiscrew 8x3/4@2.87	WATER FUND	2.87
10357962	10/22/2025	Sales Tax	WATER FUND	.22
10357969	10/23/2025	1)Cord Range6'@26.09	ELECTRIC FUND	26.09
10357969	10/23/2025	Sales Tax	ELECTRIC FUND	1.96
10358029	10/28/2025	1)Heatgun Dual temp @31.49	WATER FUND	31.49
10358029	10/28/2025	Sales Tax	WATER FUND	2.36
10358049	10/29/2025	1)Box 2gng old work @10.79(conf rm)	ELECTRIC FUND	10.79
10358049	10/29/2025	1)JAB Saw Folding @21.59	ELECTRIC FUND	21.59
10358049	10/29/2025	1)Receptacle Wallplate@1.79	ELECTRIC FUND	1.79
10358049	10/29/2025	Sales Tax	ELECTRIC FUND	2.56
Total Westlake Hardware, Inc.:				321.32
Grand Totals:				<u>1,089,554.74</u>

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

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

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

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AGENDA ITEM

**Subject:** Approval of Change Order #1 & Final Pay Request #2 to Cather and Sons for the Mill & Overlay project; Approval of Change Order #5 & Final Pay Request #5 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements; Approval of Pay Request #3 to Van Kirk Brothers for the Corral Crossing Addition project; and Approval of Pay Request #2 to Van Kirk Brothers for the Heritage Heights Addition project, as recommended by the Board of Public Works

**For Agenda of:** November 3, 2025

**Exhibit(s):**

**Date Submitted:** October 29, 2025

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on October 15, 2025, as on file in the City Clerk's Office.
- 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.
- 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.
- 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.
- 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.

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

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

MOTION CARRIED.



**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> (Name and address) City of Beatrice 400 Ella Street Beatrice, Neb. 68310	<b>PROJECT:</b> Mill & Overlay Paving Project - 2025	<b>APPLICATION NUMBER:</b> No. 2 – Final	<input type="checkbox"/> OWNER
<b>FROM CONTRACTOR:</b> (Name and address) 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>	<input type="checkbox"/> ARCHITECT
		<b>CONTRACT FOR:</b>	<input type="checkbox"/> CONTRACTOR
		<b>CONTRACT DATE:</b>	<input type="checkbox"/> FIELD
		<b>PROJECT NUMBER:</b> 025-004	<input type="checkbox"/> OTHER

## 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.....	\$ <u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE.....	\$ <u>657,975.96</u>
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$ <u>282,112.33</u>
(Line 6 from prior Certificate)	
8. CURRENT PAYMEN DUE.....	\$ <u>375,863.63</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$ <u>0.00</u>

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

**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:**  
By: \_\_\_\_\_ 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.

-31-

**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:** [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> _____
<b>Approved by Funding Agency</b>	
<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	Item Quantity	Units	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) (\$)
				Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
	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 5 (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%	-
Original Contract Totals					\$ 642,223.39		\$ 652,975.96	\$ -	\$ 652,975.96	102%	\$ (10,752.57)

-3-

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 Bid Item No.	B Description	C Contract Information				D Work Completed			I Materials Currently Stored (not in G) (\$)	J Work Completed and Materials Stored to Date (H+I) (\$)	K % of Value of Item (J/F) (%)	L Balance to Finish (F - J) (\$)
		C Item Quantity	D Units	E Unit Price (\$)	F Value of Bid Item (C X E) (\$)	G Estimated Quantity Incorporated in the Work	H Value of Work Completed to Date (E X G) (\$)					
<b>Change Orders</b>												
	Retaining Wall	1.00	LS	5,000.00	5,000.00	1.00	5,000.00		5,000.00	100%	-	
	Quantity Overruns	1.00	LS	10,752.47	10,752.47		-		-	0%	10,752.47	
<b>Change Order Totals</b>					\$ 15,752.47		\$ 5,000.00	\$ -	\$ 5,000.00	32%	\$ 10,752.47	
<b>Original Contract and Change Orders</b>												
<b>Project Totals</b>					\$ 657,975.86		\$ 657,975.96	\$ -	\$ 657,975.96	100%	\$ (0.10)	

-34-



## AGENDA ITEM

**Subject:** Approval of Change Order #1 & Final Pay Request #2 to Cather and Sons for the Mill & Overlay project; Approval of Change Order #5 & Final Pay Request #5 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements; Approval of Pay Request #3 to Van Kirk Brothers for the Corral Crossing Addition project; and Approval of Pay Request #2 to Van Kirk Brothers for the Heritage Heights Addition project, as recommended by the Board of Public Works

**For Agenda of:** November 3, 2025

**Exhibit(s):**

**Date Submitted:** October 29, 2025

## CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on October 15, 2025, as on file in the City Clerk's Office.
- 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.
- 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.
- 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.
- 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.

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

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

MOTION CARRIED.



# 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									

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

**Reason:** Balancing Change Order

0170	17	AC	\$5,140.000	0.520	\$2,672.80	0.060	\$308.40	0.580	\$2,981.20
Seeding									

**Reason:** 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									

**Reason:** 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									

**Reason:** Balancing Change Order

0200	20	SY	\$12.400	300.000	\$3,720.00	-300.000	-\$3,720.00	0.000	\$0.00
Temporary Pavement									

**Reason:** Balancing Change Order

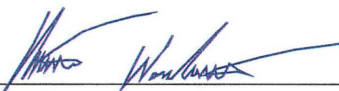
0350	9000-31	SY	\$13.700	852.000	\$11,672.40	63.400	\$868.58	915.400	\$12,540.98
Sodding									

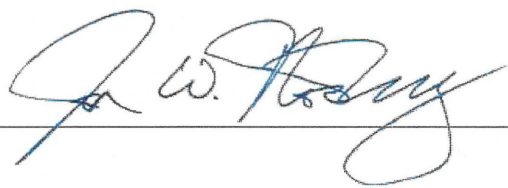
**Reason:** Balancing Change Order

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

-39-

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

-40- **Owner** \_\_\_\_\_ **Date** \_\_\_\_\_



# JEO Consulting Group Inc.

## Detailed Payment

220686.01 - Beatrice Lincoln Street Improvements

**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

-41-

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										

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										

-43-

Detailed Payment:

220686.01 - Beatrice Lincoln Street Improvements

10/13/2025

Page 3 of 8

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										

-44-

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										

-45-

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

-46-

**Summary**

<b>Current Approved Work:</b>	\$0.00	<b>Approved Work To Date:</b>	\$580,261.21
<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>	\$0.00	<b>Retainage To Date:</b>	\$29,013.06
<b>Current Retainage Released:</b>	\$29,013.06	<b>Retainage Released To Date:</b>	\$29,013.06
<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>	\$29,013.06	<b>Payments To Date:</b>	\$580,261.21
<b>Previous Payment:</b>	\$74,627.59	<b>Previous Payments To Date:</b>	\$551,248.15

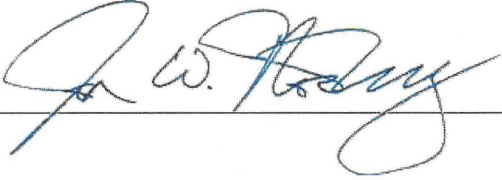
-47-

## 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** \_\_\_\_\_

-48-



## AGENDA ITEM

**Subject:** Approval of Change Order #1 & Final Pay Request #2 to Cather and Sons for the Mill & Overlay project; Approval of Change Order #5 & Final Pay Request #5 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements; Approval of Pay Request #3 to Van Kirk Brothers for the Corral Crossing Addition project; and Approval of Pay Request #2 to Van Kirk Brothers for the Heritage Heights Addition project, as recommended by the Board of Public Works

**For Agenda of:** November 3, 2025

**Exhibit(s):**

**Date Submitted:** October 29, 2025

## CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on October 15, 2025, as on file in the City Clerk's Office.
- 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.
- 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.
- 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.
- 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.

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

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

MOTION CARRIED.



# 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

-50-

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										

Detailed Payment:

240608.02 - Corral Crossing Housing Development

10/15/2025

Page 2 of 12

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										

-52-

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										

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										

-54-

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										

Detailed Payment:

240608.02 - Corral Crossing Housing Development

10/15/2025

Page 6 of 12

-5-

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										

-57-

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										

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										
<b>Section Totals:</b>									\$0.00	\$52,687.50
<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										
<b>Section Totals:</b>									\$0.00	\$0.00
<b>Total Payments:</b>									\$239,718.96	\$504,410.26

-59-

### 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

Detailed Payment:

240608.02 - Corral Crossing Housing Development

10/15/2025

Page 10 of 12

## Summary

<b>Current Approved Work:</b>	\$239,718.96	<b>Approved Work To Date:</b>	\$504,410.26
<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>	\$11,985.94	<b>Retainage To Date:</b>	\$25,220.51
<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>	\$227,733.02	<b>Payments To Date:</b>	\$479,189.75
<b>Previous Payment:</b>	\$185,301.11	<b>Previous Payments To Date:</b>	\$251,456.73

-60-

**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** Missi Spindemann **Date** 10/17/25

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

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

-61-



AGENDA ITEM

**Subject:** Approval of Change Order #1 & Final Pay Request #2 to Cather and Sons for the Mill & Overlay project; Approval of Change Order #5 & Final Pay Request #5 to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements; Approval of Pay Request #3 to Van Kirk Brothers for the Corral Crossing Addition project; and Approval of Pay Request #2 to Van Kirk Brothers for the Heritage Heights Addition project, as recommended by the Board of Public Works

**For Agenda of:** November 3, 2025

**Exhibit(s):**

**Date Submitted:** October 29, 2025

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on October 15, 2025, as on file in the City Clerk's Office.
- 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.
- 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.
- 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.
- 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.

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

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

MOTION CARRIED.



# 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

-63-

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										

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										

-65-

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										

-95-

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											

Detailed Payment:

240608.01 - Heritage Heights Housing Development

10/15/2025

Page 5 of 10

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										

-68-

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										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

10/15/2025

Page 7 of 10

-69-

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										

-70-

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

-71-

### 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. Hays **Date** 10/23/2025

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

-72-

# APPLICATION AND CERTIFICATE FOR PAYMENT

<b>TO OWNER:</b> <u>City of Beatrice</u> <hr/>	<b>PROJECT:</b> <u>Dempsters Asbestos Abatement</u> <hr/>	Application No: <u>2</u> Application Date: <u>10/23/2025</u> Period To: <u>FINAL</u> Project No: <u>25-1097</u>	<b>Distribution to:</b> <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR
<b>FROM CONTRACTOR:</b> <u>McGill Asbestos Abatement LLC</u> <u>1920 PAUL ST - OMAHA NE 68102</u>	Via Architect	Contract Date: _____ Contract For: <u>Abatement</u>	

## CONTRACTORS APPLICATIONS FOR PAYMENT

Application is made for payment, as shown below, in connection with contract Continuation sheet, schedule of values, is attached.

The undersigned Contractor certifies that to the best of the Contractors knowledge, the work covered by this application has been completed in accordance with the Contract Documents.

1 ORIGINAL CONTRACT SUM	\$	<u>148,750.00</u>	
2 Net change by change orders	\$	<u>-</u>	
3 CONTRACT SUM TO DATE	\$	<u>148,750.00</u>	
4 TOTAL COMPLETE AND STORED TO DATE	\$	<u>148,750.00</u>	
5 RETAINAGE			
<u>0%</u> % of Completed Work	\$	<u>-</u>	
_____ % of Stored Material	\$	<u>          </u>	
Total Retainage	\$	<u>-</u>	
6 TOTAL EARNED LESS RETAINAGE	\$	<u>148,750.00</u>	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT		<u>79,800.00</u>	
8 CURRENT PAYMENT DUE		<u>68,950.00</u>	
9 BALANCE TO FINISH, INCLUDING RETAINAGE		<u>-</u>	
	\$	<u>-</u>	

**CONTRACTOR:** By: \_\_\_\_\_ Date 10/23/2025

State of \_\_\_\_\_ County of \_\_\_\_\_

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

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

## ARCHITECTS CERTIFICATE FOR PAYMENT

Based on Contract Documents, the Architect certifies to the owner that to the best of his knowledge, the work covered by this application is complete and the quality of work is in accordance with the Contract documents. Therefore the Contractor is entitled to payment of the amount certified.

AMOUNT CERTIFIED \$ \_\_\_\_\_

ARCHITECT: \_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total approved in previous Months		
Total approved this Month		
TOTAL	\$ -	
NET CHANGES by Change Order	\$ -	-





# PRE-DEMOLITION INSPECTION FORM

Atlas Technical Consultants  
 Omaha, Nebraska 68137  
 402-697-9747

Owner: City of Beatrice		Abatement Contact: Dave Johnson	Location: Dempsters LLC 711 S. 6th Street, Beatrice, NE 68310	Licensed Inspector: Jazhan Amill, License 6641
Date: 10/10/2025	Time: 10:00	Contractor: McGill Asbestos 1920 Paul Street, Omaha, NE 68102	Contractor Foreman: McGill Asbestos Abatement	State Project #: 2025-E196 Work areas as notified in 2025-E196 Notification
Project #: 204BS09337				

Inspection:  First Inspection  Reinspection

**Representatives Present at Inspection:**

Owner's Representative: \_\_\_\_\_  
 (Print Name) (Title) (Signature)

Atlas Representative: Jazhan Amill \_\_\_\_\_  
 (Print Name) (Title) (Signature)

Contractor Representative: Ernesto Gonzales \_\_\_\_\_  
 (Print Name) (Title) (Signature)

McGill Asbestos removed the notified ACM as reported in the notification (State Project # 2025-E196).  
 This visual clearance does not include roofing materials or ACM within the fire-damaged areas.

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-75-



AGENDA ITEM

**Subject:** Approval of Beatrice Plus funding request from Beatrice Senior Center in the amount of \$10,000.00 for the installation of new carpet, as recommended by the Beatrice Plus Advisory Board

**For Agenda of:** November 3, 2025

**Exhibit(s):**

**Date Submitted:** October 22, 2025

**Funding Request from the Beatrice Senior Center in the amount of \$10,000.00 for the installation of new carpet**

Deb Drewel, President for the Senior Center, stated the Beatrice Senior Center is seeking \$10,000 for the replacement of carpet in the Senior Center. Drewel noted a couple of months ago, the Senior Center replaced the original, approximately 30-year-old, carpet in the dining area which cost approximately \$10,440. Drewel explained pursuant to the Lease with the City, the Senior Center members are responsible for replacing the carpet. Drewel added they installed auto-locking door locks in 2022, which cost approximately \$6,000; and last year they received \$2,500 from the Gage County Foundation which was used to fund the replacement of chairs. Drewel stated they applied to the Gage County Foundation for \$10,000 this year for the replacement of more of the carpet, however, they only received \$5,000. Drewel shared a quote for the proposed replacement carpet, which was \$15,500.

Moved by Schafer, seconded by Baehr, to approve the funding request from Beatrice Senior Center in the amount of \$10,000.00 for the installation of new carpet.

Roll Call: Yea: Baehr, Chadwick, Eskra, Hydo, Schafer  
Nay: None

MOTION CARRIED.



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

SERVICE CENTER  
500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

### APPLICATION FOR BEATRICE PLUS FUNDING

Date Submitted: September 9, 2025

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$10,000.00 \_\_\_\_\_
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

The Beatrice Senior Center is requesting \$10,000.00 to install new carpet in the areas outside of the dining room areas. The area would include the foyer areas, hallways, two offices, coat closet, library/sewing area, and a recreational area where individuals play cards, have coffee, and play pool.

3. Request submitted by: (Name of Organization/Individual)

Contact Name: Deborah Drewel, President  
 Organization: Beatrice Senior Center  
 Address: 101 No 25th St  
 City, State, Zip Code: Beatrice, NE 68310  
 Phone Number(s): 402-440-2597 (Home) - *LM 10/16*

4. Number of Individuals, families or groups project would benefit (if any).

11,500

5. List other sources of funding you have requested or have for this project (if any). \_

Gage County Foundation

Name of Organization/Individual: Beatrice Senior Center/ Deborah Drewel, President

Signature of Representative: Deborah Drewel Dated: 9-8-25

### BEATRICE PLUS APPLICATION GUIDELINES

1. Projects should impact the community of Beatrice, Nebraska.
2. Fill out all questions completely.  
Do not simply write "see attached". Attachments are encouraged, but a quick summary on the lines provided is requested.
3. Contributions to individuals will not be considered.
4. All applications are good for one (1) year.
5. Projects that may be considered must be projects the City could spend its monies on, i.e. parks and recreation.
6. Project will not be considered for religious materials.
7. A representative of the organization requesting funds should attend the meeting or be available via teleconference in order to answer any questions the Committee may have.
8. Application shall include the organization's contribution toward the project, such as volunteer hours to complete the project, etc.

### APPLICATION PROCESS

The Beatrice Plus Advisory Board meets quarterly in January, April, July, and October to review the applications received. Applications must be received by the first business day of January, April, July, and October for consideration at the next scheduled meeting. A representative of the City will notify you when the Advisory Board will be reviewing your application, so that you may attend the meeting to answer any questions the Advisory Board may have. Upon the Advisory Board's review of the applications, their recommendation is then forwarded to the City Council for final approval.

Beatrice Senior Center  
Community Betterment Project

How will it impact the Community of Beatrice?

The project would affect the Community of Beatrice and the Beatrice Senior Center by supporting the quality and maintenance of the building to fund replacing 30 years old carpet.

The Beatrice Senior Center partners with Blue Rivers Area Agency on Aging (BRAAA) who prepares and provides meals in the Senior Center building for dine-in, pick-up meals and meal deliveries. The estimated total annual number of meals served is 11,500.

The Beatrice Senior Center provides a multitude of services to the community at large. The Center offers Seniors Citizens an opportunity to come to the building to socialize, have a pastry with their coffee all for a minimal fee; an ice cream social is also provided as an event of the Annual Homestead Days. In July, the Center provides an annual evening meal after the annual meeting.

The first and third Thursday of each month, the Center offers an event entitled "JAM," where individuals play musical instruments, and sing, and the Beatrice Senior Center provides the meal at a minimal cost of five dollars. This event starts in March and ends in October.

There are activities for senior citizens listed below, but not limited to, cards playing every Wednesday from 1:00 to 4:00 p.m., the first and third Sunday from 5:30 to 9:00 p.m., and Bingo every Thursday from 1:00 to 2:30 p.m. play pool, have coffee and snacks, quilt in the quilting group, use the library, and work on puzzles.

The building offers space for rent which serves the community at large.

The purpose and use of the funds.

The Beatrice Senior Center is requesting \$10,000 to install new carpet in the areas outside of the main dining room area. This area includes the foyer, two hallways, two offices, coat closet, library, sewing area, and recreational area where individuals

play cards, have coffee and snacks, and play pool.

The project will serve approximately 11,500 individuals who use the building for a variety of activities. The Senior Center serves 5,000 and Blue Rivers Area Agency on Aging serves 6,500 individuals with meals.

-

Additional project funding requested.

The first stage of installing new carpet for the Beatrice Senior Center building began with the main dining room. The Center requested \$10,000 from Gage County Foundation and received \$5,000; the Center paid the remaining balance of \$5,578.

The Beatrice Senior Center is requesting \$10,000.00 for new carpet.



**AGENDA ITEM**

**Subject:** Resolution with WAPA regarding the sale of RECs, as recommended by the Board of Public Works

**For Agenda of:** November 3, 2025

**Exhibit(s):** Resolution

**Date Submitted:** October 29, 2025

**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**

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board the City has an agreement with Western Area Power Administration (WAPA) in which the renewable energy certificates (REC) are transferred into an account to be held. This amendment will allow the City to sell the RECs as the City chooses. Boardmember Zarybnicky inquired if the City would be able to buy the RECs back if a business wished to have them and Tempelmeyer stated we would be able to. Pat Feist, Electric Superintendent, noted the City builds up RECs on an annual basis and if we had an existing business or potential new business wishing to have some RECs, we will be able to build the balance back up. Tempelmeyer stated the City does not have any businesses interested in the RECs currently. Boardmember Moran inquired where the funds from selling will go and Tempelmeyer stated the income will go to the Electric Department.

Moved by Zarybnicky, seconded by Hartley, that the Mayor and City Council execute Contract No. 25-UGPR-91 between the City and Western Area Power Administration (WAPA) allowing the resale of Renewable Energy Certificates (RECs).

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

MOTION CARRIED.

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

**WHEREAS**, on or about March 31, 2015, the City of Beatrice (“City”) and the Western Area Power Administration (“WAPA”) entered into a Contract (“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

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble.....	1
2.	Explanatory Recitals.....	1
3.	Definitions.....	2
4.	Agreement.....	3
5.	Term.....	3
6.	Existing Firm Electric Service Contract.....	4
7.	REC Principles.....	4
8.	Billing and Payment Provisions.....	5
9.	General Power Contract Provisions.....	6
10.	No Third-Party Beneficiaries.....	6
11.	Use of Digital Signatures.....	6
12.	Execution in Counterparts.....	6
	Signatures.....	7

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.

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

WESTERN AREA POWER ADMINISTRATION  
GENERAL POWER CONTRACT PROVISIONS

Page

<b>I. APPLICABILITY.</b>	
1. Applicability .....	2
<b>II. DELIVERY OF SERVICE PROVISIONS.</b>	
2. Character of Service.....	2
3. Use of Capacity or Energy in Excess of Contract Obligation.....	2
4. Continuity of Service.....	2
5. Multiple Points of Delivery.....	2-3
6. Metering.....	3
7. Existence of Transmission Service Contract.....	3
8. Conditions of Transmission Service .....	4
9. Multiple Points of Delivery Involving Direct and Indirect Deliveries.....	4
10. Construction, Operation, and Maintenance of Contractor’s Power System .....	4
<b>III. RATES, BILLING, AND PAYMENT PROVISIONS.</b>	
11. Change of Rates .....	5
12. Minimum Seasonal or Annual Capacity Charge.....	5
13. Billing and Payment.....	5
14. Nonpayment of Bills in Full When Due .....	5-6
15. Adjustments for Fractional Billing Period .....	6
16. Adjustments for Curtailments to Firm Service .....	6
<b>IV. POWER SALES PROVISIONS.</b>	
* 17. Resale of Firm Electric Service (Wholesale Sales for Resale).....	7
18. Distribution Principles .....	7
19. Contract Subject to Colorado River Compact.....	7
<b>V. FACILITIES PROVISIONS.</b>	
20. Design Approval .....	7
21. Inspection and Acceptance.....	8
22. As-Built Drawings .....	8
23. Equipment Ownership Markers .....	8
24. Third-Party Use of Facilities.....	8
25. Changes to Western Control Facilities.....	8
26. Modification of Western Facilities.....	9
27. Transmission Rights.....	9
28. Construction and Safety Procedures .....	9-10
29. Environmental Compliance.....	10
30. Responsibility for Regulated Materials.....	10
<b>VI. OTHER PROVISIONS.</b>	
31. Authorized Representatives of the Parties .....	10
32. Effect of Section Headings .....	10
33. Operating Guidelines and Procedures.....	10
34. Uncontrollable Forces .....	11
35. Liability.....	11
36. Cooperation of Contracting Parties .....	11
37. Transfer of Interest in the Contract or Change in Preference Status .....	11-12
38. Choice of Law and Forum .....	12
39. Waivers .....	12
40. Notices .....	12
41. Contingent Upon Appropriations and Authorization .....	13
42. Covenant Against Contingent Fees .....	13
43. Contract Work Hours and Safety Standards .....	13
* 44. Compliance with Federal Anti-Discrimination Laws .....	13
45. Use of Convict Labor.....	13

\* 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  
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<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Definitions	2
4.	Agreement	3
5.	Term	3
6.	Existing Firm Electric Service Contract	<del>34</del>
7.	REC Principles	4
8.	Billing and Payment Provisions	5
9.	General Power Contract Provisions	<del>56</del>
10.	No Third-Party Beneficiaries	<del>56</del>
11.	Use of Digital Signatures	6
12.	Execution in Counterparts	6
	Signatures	7

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 SERIVCESERVICE 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



## MEMORANDUM

**To:** Tobias Tempelmeyer  
**From:** Amanda Kuhlman  
**Date:** October 28, 2025  
**Subject:** Website provider

---

After reviewing our current website services with CivicPlus and conducting a demo with GHD Digital's Govstack platform, I recommend transitioning to Govstack. While we've been satisfied with the overall functionality of CivicPlus, its design and layout customization options are limited. Govstack offers a more flexible content management system that will allow for better page design, image management, and user experience.

Another factor is ADA compliance. The U.S. Department of Justice has issued updated requirements for web accessibility, mandating that all municipal websites comply with ADA standards by April 24, 2027. This includes approximately 50 accessibility requirements, such as ensuring all documents and images are readable by assistive technology. Govstack will design and implement the new website to meet these updated ADA standards, eliminating the need for City staff to retrofit or manually update existing web content to ensure compliance.

Our current contract with CivicPlus expires on March 31, 2026, with a 60-day termination notice required. CivicPlus has also indicated a 5% price increase upon renewal. Because Govstack typically needs 5–6 months for a full website transition, this is the appropriate time to begin the process.

I recommend moving forward with transitioning the City's website to GHD Digital (Govstack) to improve functionality, ensure ADA compliance, and allow greater flexibility in design and content management.

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

**WHEREAS**, on November 4, 2019, the City of Beatrice (“City”) entered into an Agreement with Municipal Code Corporation for the provision of website design, development, implementation, hosting, maintenance, and customer support for the City’s website (the “November 4, 2019 Agreement”); and

**WHEREAS**, Municipal Code Corporation was subsequently acquired by CivicPlus, LLC; and

**WHEREAS**, on or about August 8, 2024, the City entered into another Agreement with CivicPlus, LLC for a graphic redesign of the City’s website (the “August 8, 2024 Agreement”); and

**WHEREAS**, the Mayor and City Council for the City of Beatrice, Nebraska desire to terminate the November 4, 2019 Agreement and the August 8, 2024 Agreement with CivicPlus, LLC.

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 execute any and all documents necessary to terminate the November 4, 2019 Agreement and the August 8, 2024 Agreement between the City and CivicPlus, LLC.

**SECTION 2.** 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



## MEMORANDUM

**To:** Tobias Tempelmeyer  
**From:** Amanda Kuhlman  
**Date:** October 28, 2025  
**Subject:** Website provider

---

After reviewing our current website services with CivicPlus and conducting a demo with GHD Digital's Govstack platform, I recommend transitioning to Govstack. While we've been satisfied with the overall functionality of CivicPlus, its design and layout customization options are limited. Govstack offers a more flexible content management system that will allow for better page design, image management, and user experience.

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Our current contract with CivicPlus expires on March 31, 2026, with a 60-day termination notice required. CivicPlus has also indicated a 5% price increase upon renewal. Because Govstack typically needs 5–6 months for a full website transition, this is the appropriate time to begin the process.

I recommend moving forward with transitioning the City's website to GHD Digital (Govstack) to improve functionality, ensure ADA compliance, and allow greater flexibility in design and content management.

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

A resolution authorizing the City of Beatrice, Nebraska to enter into an Agreement with Govstack, for software licensing to be used for the City's website.

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

**SECTION 1.** That the Mayor, City Administrator, City Clerk, and Finance Director be and hereby are authorized to enter into an Agreement between the City of Beatrice, Nebraska and Govstack, for software licensing to be used for the City's website. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

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

Attest:

\_\_\_\_\_  
Erin Saathoff, MMC, City Clerk

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



**DIGITAL SOLUTIONS AGREEMENT →**

**Part 1 PURPOSE**

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Please see quote.

**Part 2 ACCEPTANCE CRITERIA**

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Looks and functions like the selected theme and has been updated based on the logo and brand guidelines provided by the customer. Is responsive to different screen sizes and orientations. Is developed following the practices and guidelines outlined by the WCAG 2.1 level AA standard. All included products and AddOns are installed and configured based on the preferences confirmed by the customer during initiation. Blank pages and navigation based on the approved sitemap are setup. Training was provided for the CMS and all included products and AddOns. A GoLive Plan has been provided to the customer.

**Part 3 DELIVERY SCHEDULE**

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Schedule will be provided upon approval of this Statement of Work.



**Part 4 PRODUCTS & SERVICES**

**Products & Services**

	<b>Name</b>	<b>Billing Frequency</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
1	Govstack Starter Plan (CMS + Events) - Implementation	One-Time	1	\$12,443.00	\$12,443.00
2	Govstack Forms Standard - Implementation	One-Time	1	\$1,659.00	\$1,493.10 after 10% discount
3	Govstack CMS Secured Pages - Implementation	One-Time	1	\$2,783.00	\$2,504.70 after 10% discount
4	Sitemap - Full sitemap development	One-Time	1	\$4,515.00	\$4,063.50 after 10% discount
5	Website Governance Guide Template	One-Time	1	\$0.00	\$0.00
6	Writing for the Web and Accessibility On-Demand Video Subscription	One-Time	1	\$0.00	\$0.00
7	Govstack Starter Plan (CMS + Events) - Subscription	Annually	1	\$4,431.00 / year	\$4,431.00 / year
8	Govstack Forms Standard - Subscription	Annually	1	\$1,313.00 / year	\$1,313.00 / year
9	Govstack CMS Secured Pages - Subscription	Annually	1	\$3,003.00 / year	\$3,003.00 / year

Annual subtotal	\$8,747.00
One-time subtotal	\$20,504.30
	after \$895.70 discount
<b>Total</b>	<b>\$29,251.30</b>

Customer: Beatrice, Nebraska  
Contact: Tobias Tempelmeyer, City Administrator, ttempelmeyer@beatrice.ne.gov, (402) 228-5211  
Address: 400 Ella Street , Beatrice Nebraska, United States

License Term: 36 months  
Payment Terms: Net 30 days, USD\*Applicable taxes and annual increase the greater of 5% and Inflationary Index not included  
Quote Expiry Date: November 7, 2025

Additional Terms:

**Questions? Contact me**



Mike Skufca  
Account Executive  
mike.skufca@ghd.com  
+15193404453

**Statement of Work**

1. Installation and configuration of a new govstack website based on the selected theme's default layout
  - o Use of Govstack local identity management for user accounts, allowing access to all Govstack applications with a single identity. Azure AD integration for SSO is available as an AddOn.
  - o Delivery Coordination (kickoff meeting, post-training meeting, closeout meeting)
  - o Sample sitemap from a similar organization and a tip sheet of site navigation best practices
  - o Access to regularly scheduled training webinars, unlimited registration for your organization's domain
  - o Access to online Learning Centre
  - o Go Live activities (Go Live to be scheduled within 4 months of kickoff)

## 2. Setup and Configuration

- Project Management
- Access to regularly scheduled training webinars, unlimited registration for your organization's domain
- Go live activities

3. Allows administrators to create gated content that can only be accessed with a designated login

4. GHD Information Architect to create first draft sitemap based on a review of Analytics, existing website, and best practices in navigation and user experience

One (1) presentation to staff of draft sitemap, including overview of website navigation best practices

GHD Information Architect to work through sitemap revisions with you to obtain final version (up to 3 rounds of revisions)

5. A Website Governance Guide will help you build your own plan of action to ensure that content is regularly updated and reviewed so that the website continues to prioritize the end user and provide a positive user experience. Please ask us about our Website Governance consulting service.

6. Writing for the Web Training is 3-hour video course that gives a complete look at how to approach and create comprehensive and accessible web content. This course provides all of the information necessary in an easy-to-understand workshop, easing content providers into the writing process with a clear approach and methodology, including why we write a certain way and how these methods directly benefit your audience. We focus on the use of direct, succinct and user-friendly language across all formats, which includes understanding literacy levels and the best way to present your content, as well as formatting for accessibility standards and best practices. This course covers the main content components to create accessible content (headings, alt text, links, tables) to ensure your content is Accessible WCAG 2.1 Level AA compliant at a minimum. From choosing the right words to the appropriate use of accessible headings, hyperlinks, and tables, this workshop equips writers with the knowledge and tools they need to create completely accessible content, right from the first draft.

## 7. Platform:

- Maximum of 20 MAU (Monthly Active Users)
- 50GB of storage (shared across all applications)

### CMS:

- Website Theme
- Content Management
- Site Builder
- Google Search (3rd party fees apply)
- News & Subscriptions

### Events:

- 2 Calendars
- Public Submission with approvals
- Event email notifications

### Govstack Enterprise Hosting:

- Govstack is hosted in Microsoft Azure with Geographic Zones
- Azure SQL Database

- Disaster Recovery
- High Availability Infrastructure
- Resource scaling
- 99.95% Uptime
- Microsoft Defender for Cloud
- Traffic Management and DDoS Protection with Azure Front Door
- GHD issued SSL/TLS certificates Included through Azure Managed Certificates
- All products use GHD managed certificates with 256-bit encryption. GHD does not support customer issued certificates.
- Hosting Infrastructure Certifications: ISO 27001, SOC 2, SOC 3, HIPAA/HITECH, and PCI-DSS

#### Standard Support

- o Named Contacts: Designate 2 members of your team authorized to contact Customer support and log tickets
- o Access to our online support portal:
  - ~ Create and review your tickets
  - ~ View ticket priority
  - ~ Update ticket notes or status
  - ~ Close or re-open resolved tickets
  - ~ View tickets for your entire organization
  - ~ Portal URL: <https://www.govstack.com/learning-centre>
- o Online Resource Centre: Access to product knowledge articles, news, release notes:  
<https://www.govstack.com/learning-centre/>
- o After Hours Priority Phone Support for Severity 1 & 2 Incidents

#### 8. 50 Forms

- o 20,000 submissions (total per year)
- o Reports
- o Workflow Automation
- o Status Tracking

#### 9. Offer member-only content that regular users of your website can't access.

##### Includes

- o Membership Management
- o Registration Forms
- o Login Forms
- o Password Reminder Forms
- o Password Reset Forms

**Part 5** EXCLUSIONS, ASSUMPTIONS, AND ADDITIONAL TERMS

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**1. Exclusions**

- Content writing, editing, or maintenance by GHD
- Sitemap creation or revisions by GHD unless included in quote
- User set-up and permission configuration by GHD
- Integrations into third-party software not identified in scope
- Additional products, modules, or features that are not included in the selected Govstack plan, or as Add Ons under this quote
- Website clean-up assistance such as adding/editing images, photo galleries, tables, accordions, and alt text, or fixing broken links, spelling mistakes, or content-related accessibility errors.

**2. Assumptions**

- Customer will choose from the library of available Govstack themes, and the website will be delivered with the standard homepage and interior page layout for that theme.
- Customer will use GHD's Identity Provider for user accounts
- Customer will be responsible for ensuring all content is accessible, including uploaded documents
- Delivery will include no more than 10 meetings between customer and GHD [Standard only]
- Close Out will be within 6 months of Kickoff
- If content migration see **Schedule A** <https://www.govstack.com/learning-centre/onboarding/content-migration/>

**3. Additional terms**

City of Beatrice may terminate this agreement with 90 day's written notice to GHD, in accordance with other provisions of this Agreement.

**Part 6** PAYMENT SCHEDULE

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1. An invoice will be issued to the Customer by GHD for all Implementation or One-Time fees  
30% on signing, 60% CMS Handoff, 10% on Go-Live
2. An invoice will be issued to the Customer by GHD for 1 Year's Annual fees  
12 weeks following Effective Date of this Agreement.

\*DSA does not include applicable taxes.

**Part 7** CHANGE REQUESTS

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The fees quoted are based on GHD executing the services on a specific, mutually agreed upon, schedule that allows both GHD and Customer reasonable time to perform their tasks. Any deviation from the scope or schedule could result in corresponding changes to the estimated price, dates, responsibilities, or other provisions of the project. Changes that have material impact to any of the foregoing will be accommodated with a Change Order form or a separate Statement of Work as deemed appropriate by both parties. GHD will make reasonable efforts to mitigate the costs associated with the change, with Customer bearing only that portion of costs that cannot be mitigated or otherwise avoided.

GHD's our attached Terms and Conditions are applicable to this Digital Solutions Agreement and incorporated herein by reference. The offer to perform the Statement of Work for the fees quoted shall expire if not accepted and signed by an authorized representative of Customer on Quote Expiry Date.

IN WITNESS WHEREOF, GHD and Customer have caused this Agreement to be executed by their authorized representatives as of the date of last signature below ("**Effective Date**").

**Customer**

**GHD digital**

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**Ali Carden, PMP | A GHD Principal**  
Vice President & Global Practice Director,  
Products and Platforms

- 1. Products.** (a) GHD Digital (hereinafter "GHD"), subject to this Agreement, shall grant the Customer as identified in the Digital Solutions Agreement ("DSA") a limited, non-exclusive license to use or access GHD's digital solutions (hereinafter the "Product(s)") which are identified and described by the DSA. The DSA shall be governed by these terms and conditions, any Third Party Terms, and any documents incorporated by reference (the "Terms"; together with the DSA, the "Agreement") "GHD" together with Customer, shall be referred to individually as a "Party" and jointly as the "Parties"). (b) Customer acknowledges GHD may utilize vendors or third parties to process data or provide Third Party Content or additional functionality to Products. "GHD vendors" as used herein means the third parties contracted with GHD to provide any portion of the Products subject to these Terms. "Authorized End Users" shall mean Administrative Users and Public Users. "Administrative Users" shall mean any of Customer's employees, representatives, consultants, contractors, or agents who are authorized to use the Product and have been supplied user identifications and passwords by Customer or on Customer's behalf to use or otherwise access the Products in the manner permitted by this Agreement. "Public Users" shall mean any individuals not affiliated with Customer, such as members of the public, authorized by Customer to use or otherwise access the Products in the manner permitted by this Agreement. "Third Party Terms" shall mean any terms and conditions of third parties and/or GHD vendors which are applicable to the use or access of the Product.
- 2. Proprietary Rights.** (a) "IP" means all intellectual property throughout the world, including: copyrights, derivative software and products, graphical user interfaces, screen layouts, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, patents, inventions, modifications, improvements, customizations, bug fixes, upgrades, designs, logos and trade dress, moral rights, publicity rights, and privacy rights. "Intellectual Property Rights" means all rights in the IP whether existing under statute or at common law or equity, now or hereafter recognized and any application or right to apply for any of the rights referred to herein and all renewals, extensions, and restorations of the foregoing. (b) Each Party shall retain ownership of their IP and Intellectual Property Rights existing as of the Effective Date, developed or acquired independently of this Agreement, or created during the term of this Agreement, and nothing in this Agreement shall assign any ownership thereof to the other Party. (c) Customer retains all ownership of any IP owned by Customer prior to the date of this Agreement or created by Customer during the term of this Agreement. (d) Customer acknowledges that, unless otherwise specified in this Agreement or the Product, all IP in the Products other than the IP provided by Customer is the property of GHD and that all, GHD domains, designs, templates, formats, pricing, documentation, manuals, software listings, source code, or object code relating to the Products may constitute trade secret, proprietary and/or confidential information of GHD. Any IP such as information, text, graphics, data, links, or other materials appearing in the Product ("Third Party Content") which is not owned by GHD or Client is subject to Third Party Terms. GHD grants to Customer and Authorized End Users a nonexclusive, non-assignable, nontransferable, non-sublicensable, revocable license to use and access the Products, pursuant to the terms of this Agreement and the End User License Agreement, as applicable. (e) Unless authorized by this Agreement, Customer shall not (i) license, grant, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available the Products in any way to any third party, other than an Authorized End User; (ii) modify or make derivative works based upon the Products, disassemble, reverse compile, or reverse engineer any part of the Products; or (iii) create Internet "links" to the Products or "frame" or "mirror" any part of the Products, including any content contained in the Products. (f) Customer's exposure to the Products may result in Customer developing or suggesting IP or other improvements or changes related to the Products ("Feedback"). Customer grants to GHD a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other Feedback provided by Customer or Authorized End Users relating to the operation of the Products. (g) With Customer's prior written consent, GHD may use Customer's name, logo, and/or trademark in connection with certain promotional materials, including brochures, websites, press releases, advertising, and other materials promoting the Products, which GHD may disseminate to the public. Customer may withdraw authorization for such use at any time by providing thirty (30) days written notice as provided in Section 23 below.
- 3. Data Use.** (a) As between the Parties, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to Customer Data. "Customer Data" shall mean Customer information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of a Customer or Authorized End Users. Customer shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Customer to GHD pursuant to this Agreement. As necessary to provide Product to Customer, Customer grants to GHD a non-exclusive, royaltyfree, perpetual, irrevocable, worldwide license to access, revise, reproduce, distribute, host, store, manage, process, display, and otherwise use Customer Data and perform all acts with respect to Customer Data, as necessary to provide the Products to Customer, prevent or address Customer's technical problems with the Products, and meet all other purposes for Customer set forth herein. GHD shall have no obligation to validate any content of the Customer Data for content, correctness, usability, or for any other purpose. Customer shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to the Customer Data. (b) Customer agrees that GHD may use Customer Data to add insight, analytics, and data science to the Products and/or to provide or suggest additional solutions and services to Customer.
- (c) Notwithstanding anything to the contrary in this Agreement, Client authorizes GHD to compile Aggregated Data, and such Aggregated Data shall be proprietary to GHD. "Aggregated Data" means any non-personally identifiable, technical, statistical, or analytical data, including Customer Data, gathered, or generated directly by the Product or by use of the Product, that GHD collects, gathers, and aggregates periodically as part of its ordinary business operations. Aggregated Data may be used by GHD for any reason, including, on a non-attributed basis to monitor and improve its products and services, for benchmarking purposes of providing additional products and services, or to provide customized services or technologies to its customers. To the extent an assignment of aggregated or de-identified Customer Data is needed to permit GHD to obtain ownership of the right, title, and interest in, to or under, any or all of the aggregated or de-identified Customer Data, Client hereby assigns and transfers the right, title, and interest in, to, and under such aggregated and de-identified Customer Data to GHD. (d) Customer agrees Customer Data stored by GHD will remain within the Customer's country of origin. Third Parties may Process (as defined herein) Customer Data as set forth in the applicable Third Party Terms. To facilitate user login, Customer acknowledges and agrees that limited encrypted Customer Data consisting of name, username, and/or email address, may be Processed and stored in Canada, regardless of Customer location. (e) Customer's bandwidth and disk usage shall be limited to the service levels set forth in the DSA. Any exceedance of these levels by Customer shall be subject to additional fees.
- 4. Data Protection, Privacy, and Cookies.** (a) Customer agrees that GHD may store some or all Customer Data on systems which may run on a third party cloud storage provider, including but not limited to Azure Cloud. (b) For purposes of data privacy and protection laws, GHD is the data processor and Customer is the data controller of Customer Data and Authorized End Users' information. Customer represents and warrants that it has complied and will comply with all applicable local, state, national, and foreign laws related to data privacy and the transmission of technical or personal data, including personally identifiable information, and has obtained and/or owns all rights, permissions, and consents necessary in the Customer Data and Authorized End Users' information necessary to meet all purposes and relevant obligations set forth herein. Customer is responsible for providing privacy notices in relation to data privacy and protection laws to Authorized End Users. (c) If GHD receives, has possession or custody of, access to, or control over, any Customer Data which includes Personal Information then GHD will comply with all applicable laws and regulations in connection with its receipt, use, handling, Processing, access to and storage of Personal Information. "Personal Information" means information Customer (directly or indirectly, including through another party) shares with, discloses to, allows, or provides access to GHD, that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or household, or as Personal Information may otherwise be defined by law. "Processed" or "Processing" means any operation or set of operations that are performed on data or on sets of data, whether or not by automated means. (d) The Product may include cookies on services and use them to recognize user when returning to the Product. Authorized End Users may set their browser so that it does not accept cookies. Cookies must be enabled on the Authorized End User's web browser, however, if user wishes to access certain personalized features of the Product. (e) GHD's relevant policies, which are hereby incorporated into this Agreement, are located at:
- Privacy Policy: <https://www.ghd.com/en/privacy-policy.aspx>  
 Personal Information Processing Addendum: [https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum\\_1\\_0.pdf](https://www.ghd.com/en/resources/trustcenter/PersonalInformationProcessingAddendum_1_0.pdf)
- (f) Customer shall be responsible to comply with all applicable laws in regard to information collected by Customer from Authorized End Users through the use of a Customer created form within the Product.
- 5. Data Retention.** (a) The Products are not intended to be a data retention tool. Customer shall be responsible for compliance with any applicable data retention laws and shall maintain independent archives of data which is required to be retained by such laws. (b) During the term of this Agreement, GHD shall retain Customer Data within the Product for a minimum of one (1) year, except for Customer Data in the Events module, which shall be retained for a minimum of three (3) years. Following the expiration or termination of this Agreement, GHD shall not be required to retain Customer Data and GHD shall remove such Customer Data from GHD systems within a reasonable period of time. Prior to the removal of Customer Data from GHD systems, Customer may, for an agreed upon fee, elect to download such Customer Data in a mutually agreed format or extend the data retention. Notwithstanding the foregoing, data retention shall be extended as required by applicable laws. (c) A data destruction certificate certifying Customer Data (not including Aggregated Statistics) has been destroyed from GHD hardware and software shall be provided at the Customer's written request at a cost of five hundred (\$500) dollars, in the currency set forth in the DSA. (d) GHD maintains a daily backup of its systems for thirty (30) days. In certain circumstances, it may be possible to restore data that has been inadvertently deleted by Customer. A request to restore data can be made to Customer support. Fees may be applied to restore deleted content. (e) Provided GHD retains Customer Data for the agreed upon duration, GHD shall have no liability arising from a failure to maintain Customer Data.
- 6. Data Security.** GHD will maintain industry standard administrative, technical, and physical safeguards, including but not limited to PCI DSS and ISO 27001 compliance, to protect the security and privacy of Customer Data, in use, in transit, and at rest. These

safeguards include, but are not limited to, implementation of adequate privacy and security policies and data breach response plans that comply with industry standards and the requirements of applicable laws and the regulatory agencies responsible for enforcing them. If either Party becomes aware of any unauthorized access to or breach of the Products which includes Customer Data ("Security Incident"), such Party will promptly notify the other in writing of the Security Incident and include the following information: (i) the nature of the Personal Information compromised and how the Security Incident occurred; (ii) the timing of the Security Incident; (iii) the steps taken by the impacted Party to resolve the Security Incident; and (iv) the measures to be undertaken and implemented to prevent a recurrence of the Security Incident. In the event of a Security Incident, GHD reserves the right to shut down the Product(s) to protect the Parties with reasonable notice to Customer and with no liability to GHD for these or other remedial actions.

**7. Term and Payment.** (a) The term of the license granted to Customer shall be set forth in the DSA and shall continue until the Agreement is terminated or expires pursuant to Section 15. Unless otherwise provided for in the DSA, upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of cancellation is delivered by one Party to the other thirty (30) days prior to the expiration date. GHD reserves the right to update these Terms at the expiration of each term. (b) Beginning on the first-year anniversary of the Effective Date and on each succeeding anniversary of the Effective Date during the term of this agreement, and for each renewal term, GHD shall be entitled to include a price increase of 5% to align with inflation as described in the Consumer Price Index in Canada (<https://www.statcan.gc.ca/en/start>) and the Federal Bureau of Labor Statistics in the US (<https://www.bls.gov/>). GHD will provide reasonable notice to Customer of price increases and any update in the Terms. Continued use of the Product beyond the expiration date shall be considered acceptance of the Terms. (c) GHD shall invoice Customer on a periodic basis for the applicable fees as set forth in the DSA. Customer agrees to pay such invoices within thirty (30) calendar days after the date of the applicable invoice. Unpaid invoices will be subject to a charge of one (1.0%) percent per month on any outstanding balance. (d) GHD shall provide Customer with notice of the unpaid invoices and if payment has not been made by Customer within thirty (30) days of such notice, GHD reserves the right without liability to suspend the Products or Customer's access to the Products. (e) In addition to the rates or charges for the Products specified in the DSA, Customer shall pay all local, federal, and state/provincial sales tax, goods and services tax, value added tax, and other taxes applicable to the provision of the Products.

**8. Customer Responsibilities.** (a) Customer shall license all third party software and obtain all hardware, at Customer's sole expense, that may be needed for Customer to operate the Products. (b) Customer shall abide by all laws, regulations, and ordinances applicable to the use of the Product, and the terms of this Agreement. Customer assumes responsibility for all acts or omissions of its Authorized End Users and agrees to indemnify and hold GHD harmless from any claim whatsoever arising from the acts or omissions of its Authorized End Users. (c) Customer shall comply with any demand by GHD to correct, discontinue, or remedy any violation of applicable laws, or regulations, pertaining to Customer Data or any other content collected or used by the Products. (d) Customer may subscribe and consent to receive outage notifications, release notes, and/or other marketing material from GHD. Failure to subscribe may result in Customer not receiving information relevant to their use of the Product. (e) Unless the Customer utilizes Single Sign On ("SSO") where Customer manages their own active directory, Customer will promptly provide to GHD a list of names and other requested information to register each Administrative User to use the Products and shall notify GHD in writing as to any changes including termination of the Administrative Users. Each Administrative User will have a unique User ID for his or her access to the Products which cannot be shared nor transferred. Customer will adopt and maintain such security precautions for User IDs to prevent their disclosure to and use by unauthorized persons and will promptly take steps to remove access for such unauthorized persons and notify GHD if the security or integrity of a User ID or password has been compromised. The number of Administrative Users licensed shall be as set forth in the DSA. Customer may permanently reassign an Administrative User license from one individual to another individual by (1) notifying GHD of the Administrative User whose use of the Products is being terminated and (2) the individual to whom the Administrative User license will be reassigned. Each additional Administrative User may require an additional fee, the amount for which is specified in the DSA. (f) Customer is responsible for all content sent via notification tool, to ensure notifications sent follow anti-spam legislation and will manage subscribers within local laws. Mass notification functionality will only perform up to the levels noted in section 12. Service Levels. (g) Project kick off meeting must occur within the first 3 months following the Effective Date. Project timeline will be provided during Project Kick off meeting. A delay is defined as any instance where the Customer's inaction or delay in meeting agreed deadlines extends any project milestone timeline by more than 15 days beyond the planned schedule. For Customer caused delays, there will be a restart fee representing 30% of implementation fees. In the event that the project timeline is interrupted due to Customer delay, GHD will provide an adjusted project schedule following payment of the Restart Fee. Following payment of the Restart Fee, GHD will take commercially reasonable effort to realign resources, timelines, and priorities. GHD will make all reasonable efforts to adhere to the timeline and deliverables agreed upon during the kickoff meeting, provided that the Customer fulfills their obligations as stipulated in these Terms. GHD shall not be liable for any project delays or missed deadlines resulting from Client's failure to adhere to the agreed timeline, nor shall such delays constitute a breach of these Terms by Company.

**9. Change Order.** Customer may request a modification to the DSA by written request to GHD. The requested changes will become effective only when a change order which

describes the scope of the changes, the timing for the performance of any Services, and any fees resulting from the changes is executed by authorized representatives of both parties ("Change Order"). Upon execution, a Change Order will become part of this Agreement.

**10. Customizations & Integrations** are defined as the process of creating software applications, integrating third-party systems, Website custom theme design, implementing custom modifications to Products, or extending Products to meet a specific Customer's requirements. A one-time professional service fee for this work will be outlined in the DSA. A one-time professional service fee for this work will be outlined in the DSA. The annual fee includes licensing and hosting only, maintenance and upgrades will be billed on a time-and materials basis and quoted using commercially reasonable efforts. (i) GHD may provide services or Product customization ("Deliverables") as set forth in the DSA. (ii) If the DSA provides Deliverables for evaluation or test purposes (e.g., demo, test, or trial-versions), the Customer's use such version is limited to (a) internal evaluation or test purposes by Customer and, (b) the time period specified by GHD during implementation planning ("User Acceptance Testing" or "UAT"). UAT plans will include tests of all major functions, processes, and interfacing systems. Use of the Deliverables under this section may be subject to functional restrictions, and any use is at the Customer's own risk. GHD disclaims all liability arising from use of the Deliverables during UAT. (c) Unless otherwise specified, Customer shall inspect Deliverables and conduct an acceptance during the Acceptance Period defined by GHD ("Acceptance Period"). Customer shall review and inspect the Deliverables and shall either (i) Provide written acceptance, or (ii) Notify GHD of any non-conformities ("Deficiencies"). GHD will respond within thirty (30) business days and extend the Acceptance Period if necessary. Failure to provide notice of acceptance or rejection constitutes acceptance by Customer. Upon acceptance, GHD will issue an invoice will be issued for any annual or unpaid one-time implementation fees specified in the DSA. In the event the Customer finds the Deliverables do not conform to the DSA, within ninety (90) business days following acceptance, GHD will take commercially reasonable steps to remedy the Deliverables. Beyond this period, any further remediation will be billed on a time-and-material basis via a Change Order. Support requests can be submitted through your GHD contact or our Support team. Our Support team cannot provide support under our Product SLA for Customizations and Integrations, including but not limited to change of specifications, endpoints, security requirements, accessibility requirements, software deprecation, changes to third-party environments. GHD shall retain all IP and Intellectual Property Rights created by GHD under this Customization & Integration provision. Limitation of Use: i) Any UAT, test environments or assets will not be used for Productive Use. "Productive Use" means an environment used for Customer's business purposes rather than testing. All major upgrades, modifications, and new systems must be tested by the appropriate users prior to production deployment ("Production"). ii) for Function Triggers: up to 100,000 request per calendar month per application, not to exceed 200,000 requests across all applications per calendar month, iii) API (Application Programming Interface) Calls: up to 250,000 calls per calendar month per application, not to exceed 500,000 API calls across all applications per calendar month, iv) for Web Requests: up to 500,000 per calendar month per application, 1,000,000 web requests across all applications per calendar month, v) Application: Limited to 10 applications per customer. "Application" is defined as code required to execute to fulfill to deliver the solution, where a Customer may have multiple applications to provide the Deliverable. It's estimated that each customer will average 2 applications. "Function Trigger" is defined as application code that executes in GHD's environment to complete processing as part of an Application. "API Calls" are defined as requests made to an Application Programming Interface to retrieve data or initiate a Function Trigger to run. "Web Request" is defined as a request to retrieve a static resource including but not limited to JavaScript files, Cascading Style Sheets (CSS) files, images and documents. Rights in the Deliverables created by GHD under this Product Customization provision.

**11. Equipment.** GHD will not furnish equipment or materials necessary for the Product to Customer and its Authorized End Users, except as expressly provided in the DSA ("Equipment"). If Equipment is provided to Customer by GHD, all Equipment is the sole and exclusive property of GHD. Customer agrees to promptly deliver Equipment, at Customer's cost and risk of loss, to GHD at the end of the license term or earlier, as requested by GHD.

**12. End User Terms.** The Customer shall provide a set of terms and conditions applicable to all Authorized End Users and remain responsible for its contents (often referred to as an End User License Agreement or Terms of Service/Use, herein referenced as the "EULA"), which shall be incorporated by GHD into the Product. GHD is not liable for the contents of the Customer's EULA. However, Customer is required to include in the EULA provisions which limit risk to Customer and GHD, and which are located at: [https://www.ghd.com/en/resources/trustcenter/End\\_User\\_Licensing\\_Agreement\\_Provisions\\_1\\_0.pdf](https://www.ghd.com/en/resources/trustcenter/End_User_Licensing_Agreement_Provisions_1_0.pdf) and/or available upon request (the "Mandatory Provisions"). Failure to include the Mandatory Provisions in the EULA, or mutually agreement provisions which meet the same intent, is deemed material breach of this Agreement. Customer agrees GHD is harmless for any liability arising under or in connection with the EULA, including but not limited to, failure to include the Mandatory Provisions.

**13. Third Party Integrations Fees.** Product may be used by Customer in conjunction with one or more third party services. Customer's use of third-party services in conjunction with the Product may be subject to separate fees and Third Party Terms. The functionality of third party integrations may be limited by the availability of data sources from third parties and access to data sources from the third party's vendors. In the event Customer requests third party services be integrated into the Product, the Services required will be addressed through a Change Order, which will be subject to a third party integration fee.

**14. Default.** Customer shall be in "Default" if (i) Customer or its Authorized End User breaches any of the terms of this Agreement, (ii) GHD has reasonable grounds to believe that Customer or an Authorized End User is in breach of this Agreement, or (iii) there is the institution by or against Customer of insolvency, receivership, bankruptcy proceedings or upon Customer ceasing to do business. If GHD reasonably believes Customer to be in Default, GHD shall provide Customer with notice of the nature of such Default. If the Default has not been cured by Customer within thirty (30) days of such notice, GHD shall have the right, at its sole discretion and without notice, to take such remedial actions as it deems appropriate, including without limitation: (i) suspending or terminating Customer's license to access the Products without liability for any losses or damages arising out of or in connection with such suspension or termination; (ii) restricting, downgrading, suspending, or terminating the subscription of, access to, or current or future use of the Products; (iii) removing any Customer Data that Customer or its Authorized End User has submitted, posted, or displayed; (iv) imposing other restrictions on Customer's use of any features or functions of the Products as GHD may consider appropriate in its sole discretion; and (v) any other corrective actions or penalties that may be available to GHD in law, equity, or contract. GHD shall be in Default if (i) GHD breaches any of the terms of this Agreement, or (ii) insolvency, receivership, bankruptcy proceedings initiated by GHD or upon GHD ceasing to do business. If GHD is in Default, Customer shall provide GHD with notice of the nature of such Default. If a Default, other than a breach of the Warranty obligations in Section 16 of these Terms, has not been cured by GHD within thirty (30) days of such notice, Customer shall have the right to terminate Customer's license to access the Products without further liability for payment, provided all amounts due GHD prior to the Default have been paid. If a Default is a breach of the Warranty obligations in Section 16 of these Terms and such Default has not been cured by GHD within one hundred twenty days (120) days of such notice, Customer shall have the right to suspend payment due GHD until such Default is cured. If GHD is unable or unwilling to cure the Default, GHD shall be entitled to terminate this Agreement.

**15. Termination and Suspension.** The provision of the Products shall expire as set forth in the DSA. Unless explicitly permitted by this Agreement, Customer may not terminate this Agreement during the term of the license as set forth in the DSA without written authorization from GHD. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Product. No expiration, termination, or suspension will affect Customer's obligation to pay all fees due pursuant to the DSA. Customer shall have no right to a refund of any previously paid fees. Any suspension of access to the Products resulting from a Default shall not constitute a termination of the Agreement. Customer's access to the Products shall resume upon Customer no longer being in Default, and upon payment by Customer any costs directly related to the restoration of access to the Products. GHD shall have the right to terminate this agreement as set forth in other provisions of this Agreement.

**16. Warranty.** (a) GHD warrants the functionality of the Product as set forth in the SLA and that the Product will meet applicable accessibility laws in place during the term of this Agreement, except that GHD has no responsibility to monitor or correct any content provided, generated, or uploaded by Customer. (b) Customer understands that the Product, or some features thereof, may be temporarily or permanently discontinued, changed, upgraded, improved, or limited, with reasonable notification to Customer. If, as a result of these changes, the Product is no longer supported by GHD, its vendors, or third parties, GHD shall have the right to terminate portions of, or the entire Agreement. (c) Customer acknowledges that use of the Products is at Customer's own risk, except as otherwise provided herein. GHD is not responsible for protection or privacy of information transferred through the Internet or any other network Customer may utilize. Sensitive data may be protected with the use of encryption that does not violate any governing laws or regulations. Customer acknowledges that GHD has no control over and accepts no responsibility for Customer Data hosted by Customer. (d) EXCEPT AS EXPRESSLY SET OUT IN SECTION 16(a), THE PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES, GUARANTIES, OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, AT COMMON LAW, BY COURSE OF CONDUCT OR USAGE IN THE TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES REGARDING ACCURACY, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PERFORMANCE. GHD DOES NOT WARRANT THAT THE PRODUCTS WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT IT WILL OPERATE IN ALL COMBINATIONS WHICH MAY BE SELECTED FOR USE BY CUSTOMER OR THAT THE OPERATION OF THE PRODUCTS WILL BE ERROR FREE OR UNINTERRUPTED OR THAT ANY DEFECTS IN THE PRODUCTS WILL BE CORRECTED OR THAT ANY DATA IS COMPLETE OR WHOLLY ACCURATE, OR THAT THE PRODUCTS WILL FUNCTION WITHOUT FAILURE OR INTERRUPTION. (e) UPON CUSTOMER NOTIFYING GHD OF ANY ERRORS, BUGS, OR OTHER PROBLEMS IN THE PRODUCTS, GHD'S SOLE AND EXCLUSIVE RESPONSIBILITY WILL BE TO PROVIDE COMMERCIALY REASONABLE EFFORTS TO CORRECT SUCH PROBLEMS TO THE EXTENT COMMERCIALY FEASIBLE. (f) The Products may contain Third Party Content. Customer acknowledges and agrees that GHD is not responsible or liable for: (i) the availability or accuracy of such Third Party Content. Links to or use of Third Party Content does not imply any endorsement by GHD of the Third Party Content. Customer has the sole responsibility for and assumes all risk arising from Customer's use of any such Third Party Content. Customer further acknowledges that Customer's use of Third Party Content will be subject to the Third Party Terms applicable to such content.

**17. Indemnification.** (a) GHD agrees to indemnify and hold harmless Customer from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent they are caused by the gross negligence

or willful misconduct of GHD or based on a claim that the Products infringe on any patent, copyright, trademark, or other intellectual property right of a third party; provided however, that GHD shall have no liability or obligation if the claim arises from (i) any alteration or modification to the Products by Customer or any third party not specifically authorized by GHD, (ii) any combination of the Products by Customer with other programs or data not furnished by GHD; or (iii) any use of the Products by Customer or its Authorized End Users that is prohibited by the EULA or is otherwise outside the permitted use for which the Products are intended. (b) Notwithstanding anything to the contrary contained or implied herein, the GHD Indemnitees (defined below) shall have no liability for any damages, whatsoever relating to the tools, third party software, third party products, or any products or services not developed or provided by GHD. (c) Customer agrees to indemnify and hold harmless GHD, its parents, subsidiaries, affiliates, officers, directors, employees, agents, vendors, subcontractors, and any successors or assigns (together the "GHD Indemnitees") from and against any and all losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the extent caused by (i) any negligence or willful misconduct of Customer, (ii) Customer Data and Customer material infringement of any third party rights, or (iii) any breach by Customer of the terms of this Agreement.

**18. Limitation of Liability.** (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION OR THEORY OF LIABILITY; THE GHD INDEMNITEES' LIABILITY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER TO GHD DURING THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT UPON WHICH LIABILITY IS PREDICATED FOR THE PRODUCTS PROVIDED BY GHD HEREUNDER. (b) EXCEPT AS EXPRESSLY SET OUT HEREIN, THE GHD INDEMNITEES SHALL NOT BE LIABLE TO CUSTOMER, TO ANYONE CLAIMING BY, THROUGH OR UNDER CUSTOMER, OR TO ANY THIRD PARTY FOR ANY LIABILITY, EXPENSE, INJURY, CLAIM, PENALTY, FINE, INTEREST, OR CAUSE OF ACTION WHATSOEVER OR HOWSOEVER ARISING, INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY, OR FOR LOSS OF PROFIT OR REVENUES, BUSINESS INTERRUPTION, CONTRACT, GOODWILL, OR OTHER BUSINESS OR ECONOMIC LOSS, OR FOR LOST OR DAMAGED DATA, THE AVAILABILITY OF DATA, OR DAMAGE TO NETWORK, COMPUTER, SERVER, OR THE PRODUCTS.

**19. Dispute Resolution.** Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement provided hereunder. The matter may be submitted to the judicial system set forth in Section 20, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party.

**20. Choice of Law.** If Customer resides in the United States, the laws of the State of California shall govern this Agreement, without reference to conflicts of law rules or principle. If Customer reside in Canada the laws of the Province of Ontario and the laws of Canada applicable therein shall govern this Agreement. Both GHD and Customer specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement. Customer shall bring any action, suit, or other legal proceeding to enforce, directly or indirectly, this Agreement or any right based upon it exclusively in such courts.

**21. Contracting Entity.** The term GHD Digital used herein is a marketing name for the entities licensing the Product. For Customers located in the United States of America, the Product is licensed from GHD Services Inc, a Delaware corporation with offices at 2055 Niagara Falls Blvd., Niagara Falls, NY 14304, USA. For Customers located in the Canada, the Product is licensed from GHD Digital (Canada) Limited, formerly eSolutions Group Limited, an Ontario corporation with offices at 455 Phillip St., Waterloo, ON, N2L 3X2, CA.

**22. Force Majeure.** GHD will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any unforeseen or unavoidable cause reasonably beyond the affected Party's control ("Force Majeure"). Force Majeure may include, but is not limited to natural events, pandemic, labor, or civil disruption, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions.

**23. Notice.** Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered by email to the respective Party's contact identified in the Agreement, or at such other address as may be changed by either Party by giving written notice thereof to the other. All notices to GHD pertaining to this Agreement shall be delivered to [digital-legal@ghd.com](mailto:digital-legal@ghd.com).

**24. Insurance.** GHD agrees to carry throughout the Term of this Agreement insurance coverage appropriate to its Products and Services. The certificates of insurance, incorporated herein by reference, confirm GHD's policy details for its commercial general liability, technology professional liability, and cyber liability insurance in effect at the Effective Date. Upon Customer's request, GHD will provide certificates of insurance stating Customer as a certificate holder.

**25. Service Levels.** The Product will meet or exceed the minimum service level standards set out in the Service Level Agreement ("SLA"), subject to change without notice, published at [https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement\\_1\\_0.pdf](https://www.ghd.com/en/resources/trustcenter/ServiceLevelAgreement_1_0.pdf) and incorporated into this Agreement.



**26. Piggyback Clause.** This Agreement may be used by other institutions (such as state, province, local and/or public corporations or agencies) who express an interest in piggybacking on this contract in accordance with the terms and conditions of this Agreement at the pricing offered by GHD to Customer at the time of piggybacking. GHD agrees that Customer shall bear no responsibility or liability for any agreements between GHD and the other Institution(s) who desire to exercise this option.

**27. General.** (a) Third Party beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties. (b) Waiver. No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof. (c) Successors and Assignment. Customer may not assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of GHD. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. (d) Severability and Survival. The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations, indemnifications, or limitations of liability contained within this Agreement shall survive the termination of this Agreement. (e) Authority. Customer represents and warrants that the individual accepting this Agreement is doing so with full and complete authority to bind Customer on whose behalf they are acting to every term of this Agreement. Acceptance of this Agreement signifies that Customer has read and agrees with all terms and conditions referenced in this Agreement. (f) Entire Agreement. The DSA, these Terms, and any documents referenced in either document constitute the complete and final agreement between GHD and Customer regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the DSA or the Products. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

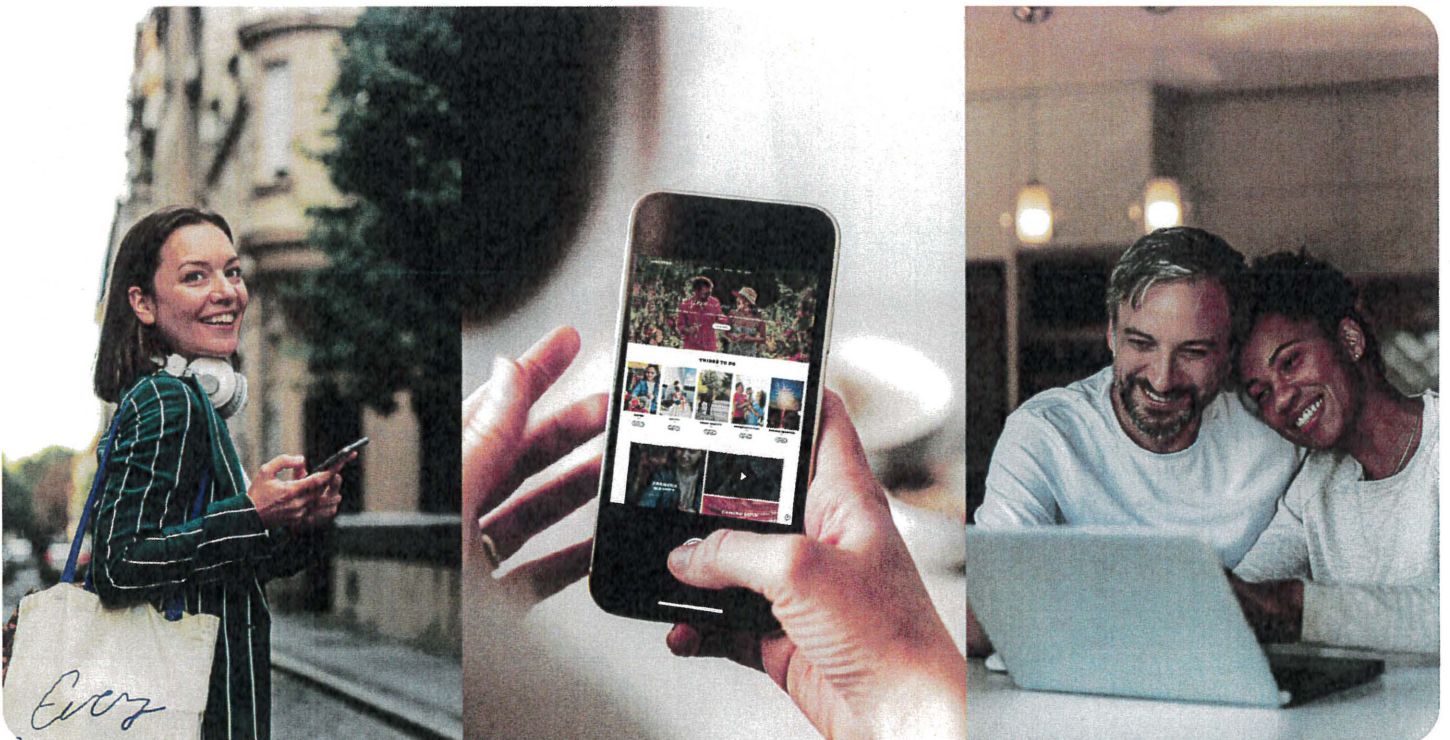
# Transform the way you serve and connect with your community





# A scalable platform that puts the control into your hands

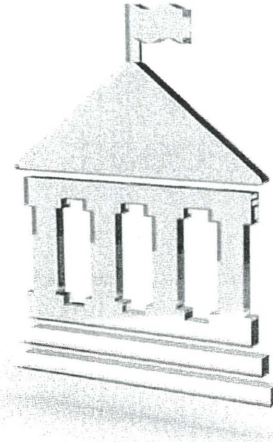
Public sector organizations need to keep pace with the demands of their residents for online information and service delivery, especially in the face of rapid community growth. They also need to provide up-to-date information, but don't always have the technical resources to do this.



→ Transform for good.

# Introducing Govstack<sup>®</sup>, a platform built for the public sector.

Govstack is a modular and scalable digital platform that enables you to engage, inform, serve, and connect with your community online, while cutting down on the cost and resources necessary to do so.



## Govstack<sup>®</sup> products →

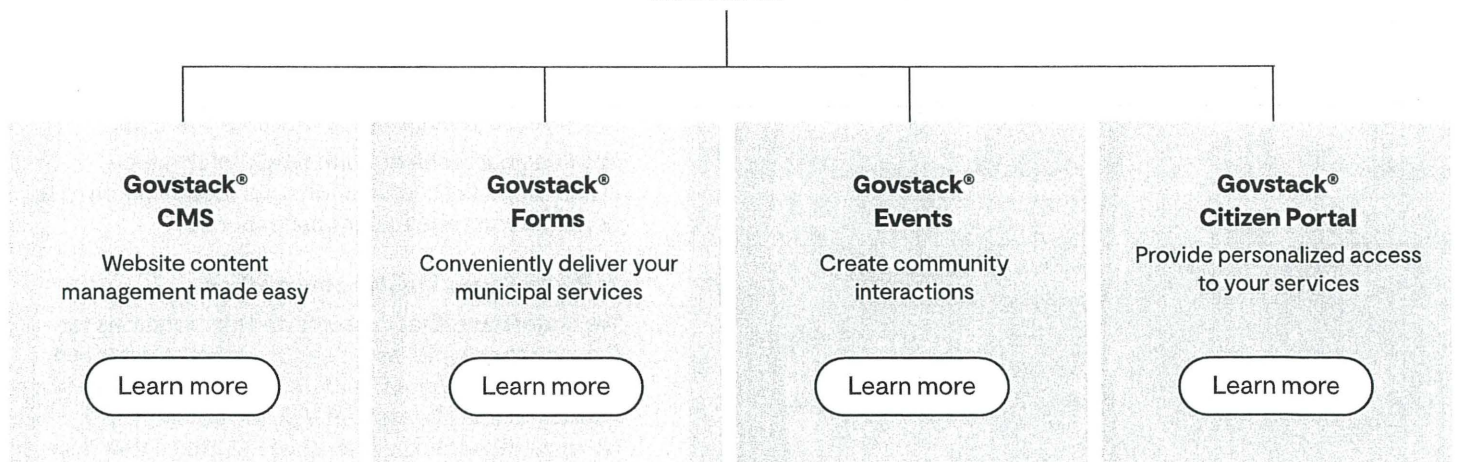
**Govstack<sup>®</sup> Content Management System (CMS)**, a robust website CMS that puts you in control of the way your content is presented.

**Govstack<sup>®</sup> Forms**, a customizable forms integration that cuts your operating costs by digitally collecting feedback, and allowing your residents to transact business online.








**Govstack<sup>®</sup> Events**, an interactive tool to easily manage your events both paid and free. Create multiple calendars, aggregate them for a single master view, plan and publish in collaboration with other departments.

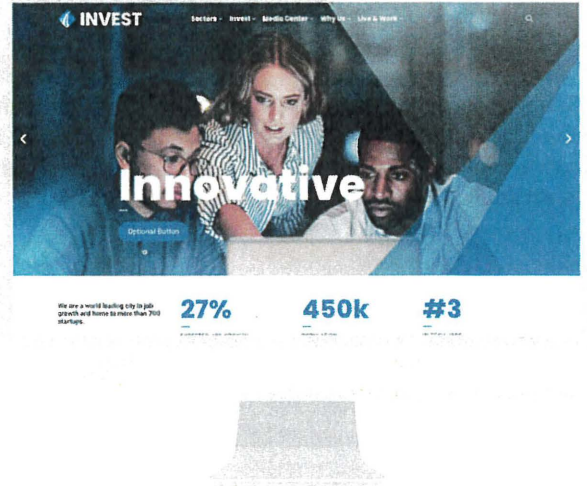
**Govstack<sup>®</sup> Citizen Portal**, a personalized, citizen engagement portal that provides quick access to key information and services tailored to the unique needs of your residents, wherever and whenever they need it.

### Govstack<sup>®</sup>



# Tailored to meet your unique needs

-  Powerful flexible intuitive Content Management System
-  Self-serve CMS with low code / no code site builder
-  Create subsites, landing pages, control CSS and brand
-  Easy to update and publish content with workflows and rollbacks
-  Powerful and flexible forms
-  Timely updates, Notification and Alerts system
-  Secure, reliable and accessible WCAG 2.1 Level AA



## Why Govstack<sup>®</sup>?

### ① Grow as you go

Evolve with the needs of your community and your organization

### ② Power with one password

Increase efficiency and centralize your systems on a single platform to deliver city services to your residents through secure, single sign-on (SSO) access.

### ③ Increase transparency and improve trust

Provide your residents with timely information, automated email notifications and feedback forms to enhance trust and foster connection.

### ④ Reduce your inquiry cost methods

We understand the pressures and expectations for Council to provide faster, easier, and cost-effective services to the public. And we also recognize the labor shortages that challenge the public sector. That's why we made Govstack, value-driven platform that helps you optimize your workforce and reduce costs, while meeting the online service expectations of your community.

# Features of the platform

Figure 1.2 - Govstack template

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## General

- Subsites
- Multilingual support
- Accessibility
- Responsive on all devices

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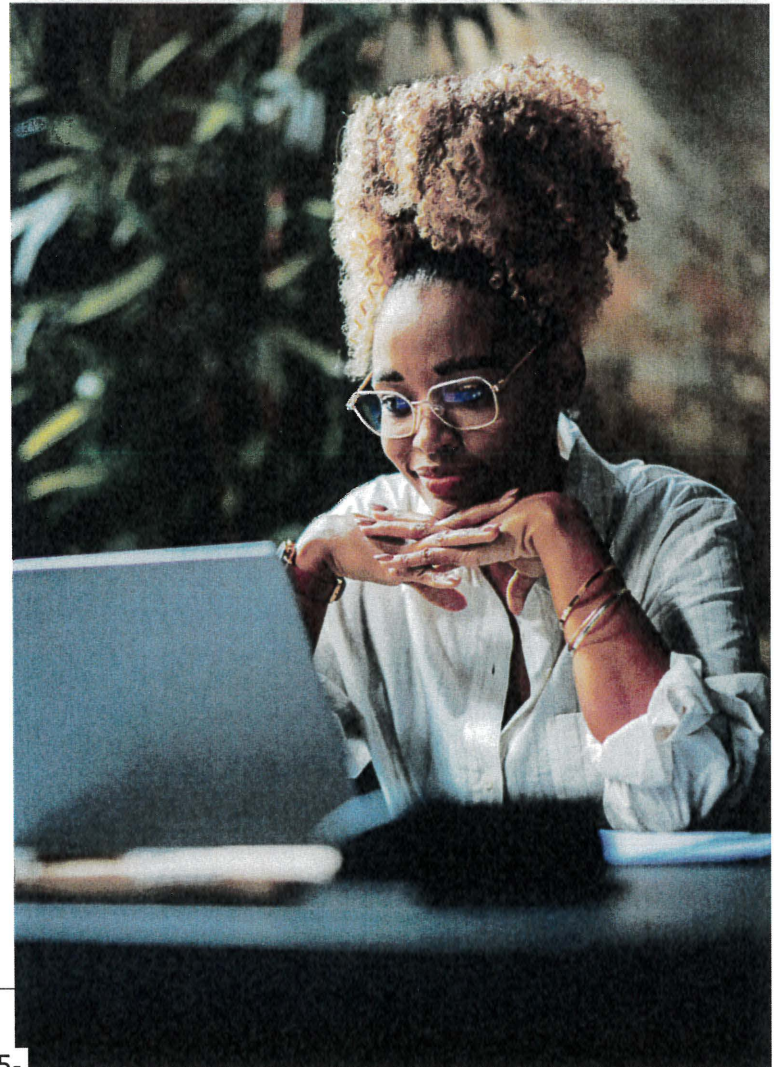
## CMS

- Website themes
- Website advanced search
- Upcoming calendar events feed
- Events calendar
- Recent news
- News listing page
- News article detail page
- Contact Directory
- Alert banners & pop-ups
- Embedded social media feeds
- News subscriptions
- Forms

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## CMS Back Office (Admin view)

- CMS access with single sign-on
- Site builder
- Preview mode editable across multiple device screens
- Calendar events widget
- News widget
- News article
- News subscriptions
- Alerts
- Contact Directory management
- Landing pages
- Search engine optimization (SEO)



RESOLUTION NUMBER \_\_\_\_

**WHEREAS**, the term of Krista Wiedel's position on the City of Beatrice Civil Service Commission will expire on November 6, 2025; and

**WHEREAS**, the Mayor and City Council desire to reappoint Krista Wiedel to the City of Beatrice Civil Service Commission.

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

**SECTION 1.** That Krista Wiedel be and hereby is appointed to the City of Beatrice Civil Service Commission for a term expiring December 1, 2031.

**SECTION 2.** 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

## NOTICE OF HEARING

The Beatrice City Council will hold a public hearing to receive the semi-annual report of the Citizen's Advisory Review Committee as provided by the Local Option Municipal Economic Development Act R.R.S., 1943 at 6:00 p.m. on November 3, 2025, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, which meeting is open to the public.

Erin Saathoff, MMC, City Clerk

October 24, 2025

CITY OF BEATRICE, NEBRASKA  
 ECONOMIC DEVELOPMENT FUND  
 STATEMENT OF REVENUES & EXPENDITURES  
 As 8/31/2025 with comparative prior totals

	Current YTD 10/1/24 to date	4th 10 years 10/1/23-9/30/24	3rd 10 years 4/1/13 - 9/30/23	2nd 10 years 4/1/03-3/31/13	1st 10 years 4/1/93-3/31/03
<b>Revenues:</b>					
Sales Tax/Elec ED Support (\$300,000)	\$ 275,000.00	\$ 300,000.00	\$ 2,621,918.22	\$ 2,521,107.54	\$ 2,529,398.94
Grants	0.00	150,000.00	578,724.00	0.00	0.00
Interest	15,263.48	22,551.67	28,977.37	165,198.15	98,352.08
Misc. Revenues/Rents (Wesflex, farm)	25,763.63	18,450.00	165,997.96	148,209.92	201,279.85
Loan Repayments	286,375.94	294,353.03	908,228.99	0.00	736,975.80
Land Sales/Bldg Sales (incl house)	-	37,637.50	589,326.22	589,847.99	333,899.18
Loan/Bond Proceeds	-	-	1,215,000.00	0.00	1,394,594.50
Reimbursements	-	-	419,036.01	237,000.00	1,779.00
<b>Total Revenues</b>	<b>\$ 602,403.05</b>	<b>\$ 822,992.20</b>	<b>\$ 6,527,208.77</b>	<b>\$ 3,661,363.60</b>	<b>\$ 5,296,279.35</b>
<b>Expenditures/Obligations:</b>					
Bond Issuance Expenses	-	-	14,592.00	0.00	14,610.60
Building Capital (J & J/Wesflex)	-	-	-	17,302.78	821,878.24
Building Capital (MW Coatings)	-	-	-	0.00	151,330.58
Building Capital (Peak Labs)	-	-	-	0.00	493,483.28
BVA Support (loan guarantee settlement)	-	-	-	225,000.00	0.00
Industrial Park Improvements	-	-	349,433.28	15,183.04	162,769.92
Demo Elevator	-	-	200,737.80	-	-
Building Capital-Downtown revitalization	-	-	299,430.96	-	-
Building Capital-1923 Ella	-	-	162,768.03	-	-
Building Capital-Kensington	38,359.79	34,108.71	-	-	-
Building Capital-Paddock & Lincoln	-	27,235.97	-	-	-
SENDD-Housing Project	-	8,178.00	127,800.00	-	-
Land Purchases	-	227,679.68	1,245,715.56	289,736.04	442,922.09
Rail Spur	-	-	71,251.50	0.00	613,308.48
Professional Services (Ngage, Main Street)	151,927.24	193,126.87	1,220,327.45	954,857.26	2,650.00
ED Offices	-	-	-	125,000.00	0.00
Other Exp (Comp Plan, Branding, Strategic Pl)	17,678.00	8,500.00	220,468.20	45,022.28	23,097.83
Infrastructure Improvements	-	-	107,956.46	893,128.77	140,647.21
DED SBDF Grant	-	150,000.00	550,000.00	-	-
ED Loan-Mama Bear Dens	-	-	100,000.00	-	-
ED Loan-Envision Landscapes	-	-	150,000.00	-	-
ED Loan-A&N Dog Boarding	-	-	98,056.00	-	-
ED Loan-Dittbrenner	-	-	189,000.00	-	-
ED Loan-Warner Investments	22,921.07	-	20,000.00	-	-
ED Loan-LMRRLR LLC	-	-	60,000.00	-	-
ED Loan-Dempsters	-	-	335,000.00	-	-
ED loan-Knowledge Marketing	-	-	-	465,000.00	0.00
ED Loan/Forgiveness-Ngage (for Rare Earth)	100,000.00	-	176,800.00	-	-
ED Loan-Birchwood (net forgiveness)	-	-	29,455.00	-	-
ED Loan-Lottman/Landmark Snacks	-	-	400,000.00	-	-
ED Loan-Hybrid Turkeys	-	-	100,000.00	-	-
ED Loan-Porter Houses (net forgiveness)	-	-	120,000.00	-	-
ED Loan - Beatrice Bakery	-	-	240,022.00	-	-
ED Loan - Southeast Pressure Washing	-	11.00	30,000.00	-	-
ED Loan - Midwest Housing Initiatives	-	12,500.00	-	-	-
ED Loan/Forgiveness - Nixon Restaurant & Pi	10,000.00	50,022.00	-	-	-
ED Loan - Schaefer	-	56,028.00	-	-	-
ED Loan - The Paddock	300,000.00	-	-	-	-
ED Grant - Mainstreet	-	250,000.00	-	-	-
Business Park	-	-	-	96,763.77	261,037.95
<b>Total Expenditures/Obligations</b>	<b>\$ 640,886.10</b>	<b>\$ 1,017,390.23</b>	<b>\$ 6,618,814.24</b>	<b>\$ 3,126,993.94</b>	<b>\$ 3,127,736.18</b>
CDBG Reuse Loan Repayment	-	-	-	86,380.86	122,381.35
Bonds & Int. Paid to Date	223,665.00	188,357.00	-	-	1,444,071.39
Excess(Def) of Rev over Exp	\$ (262,148.05)	\$ (382,755.03)	\$ (91,605.47)	\$ 447,988.80	\$ 602,090.43
Balance at Beginning of Period	575,718.73	958,473.76	1,050,079.23	602,090.43	0.00
Balance at End of Period	<u>\$ 313,570.68</u>	<u>\$ 575,718.73</u>	<u>\$ 958,473.76</u>	<u>\$ 1,050,079.23</u>	<u>\$ 602,090.43</u>
Funds Available	\$ 313,570.68	\$ 575,718.73	\$ 958,473.76	-	-

CITY OF BEATRICE  
 BALANCE SHEET  
 AUGUST 31, 2025

ECONOMIC DEVELOPMENT FUND

ASSETS

50-00-101-00	CASH	313,548.68	
50-00-101-90	RESTRICTED CASH OFFSET ED	( 148,030.07)	
50-00-109-01	BOND DEBT SERVICE ACCT	148,030.07	
50-00-120-02	UNCOLLECTIBLE RECEIVABLES	( 127,800.00)	
50-00-120-07	LOAN RECEIVABLE-LANDMARK SNACK	( .01)	
50-00-120-12	LOAN RECEIVABLE-WARNER/VALS	19,170.64	
50-00-120-14	LOAN RECEIVABLE-DITTBRENNER	76,895.33	
50-00-120-15	LOAN RECEIVABLE-ENVISION	125,958.35	
50-00-120-16	LOAN RECEIVABLE-A AND N	74,951.90	
50-00-120-19	LOAN RECEIVABLE-BEATRICE BAKER	197,981.84	
50-00-120-20	LOAN RECEIVABLE-SE PRESSURE WA	18,895.72	
50-00-120-21	LOAN RECEIVABLE-NIXON REST	38,377.88	
50-00-129-00	RECEIVABLE-SENDH/HOUSING	127,800.00	
	TOTAL ASSETS		<u>865,780.33</u>

LIABILITIES AND EQUITY

LIABILITIES

50-00-215-00	ACCRUED INTEREST PAYABLE	1,972.00	
50-00-225-00	BONDS PAYABLE CURRENT	200,000.00	
50-00-231-00	BONDS PAYABLE-L.T.	885,000.00	
	TOTAL LIABILITIES		<u>1,086,972.00</u>

FUND EQUITY

50-00-250-01	RESERVED FOR ECONOMIC DEV.	282,477.08	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER (UNDER) EXPENDITURES - YTD	( 503,668.75)	
	BALANCE - CURRENT DATE	( 503,668.75)	
	TOTAL FUND EQUITY		<u>( 221,191.67)</u>
	TOTAL LIABILITIES AND EQUITY		<u>865,780.33</u>

CITY OF BEATRICE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING AUGUST 31, 2025

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTEREST EARNINGS</u>					
50-00-361-01 INTEREST EARNINGS	1,174.20	15,263.48	2,500.00	( 12,763.48)	610.5
TOTAL INTEREST EARNINGS	1,174.20	15,263.48	2,500.00	( 12,763.48)	610.5
<u>REIMBURSEMENTS</u>					
50-00-363-01 MISC REV/REIMBURSEMENTS	25,000.00	275,000.00	300,000.00	25,000.00	91.7
50-00-363-03 FARM LEASE	.00	25,763.63	10,350.00	( 15,413.63)	248.9
TOTAL REIMBURSEMENTS	25,000.00	300,763.63	310,350.00	9,586.37	96.9
<u>LOAN INTEREST</u>					
50-00-364-01 LB840 LOAN INTEREST	2,661.35	21,956.17	156,103.00	134,146.83	14.1
TOTAL LOAN INTEREST	2,661.35	21,956.17	156,103.00	134,146.83	14.1
<u>SALE OF ASSETS</u>					
50-00-372-01 SALE OF FIXED ASSETS	.00	.00	20,000.00	20,000.00	.0
TOTAL SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
<u>BOND PROCEEDS</u>					
50-00-373-01 BOND PROCEEDS	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL BOND PROCEEDS	.00	.00	1,000,000.00	1,000,000.00	.0
TOTAL FUND REVENUE	28,835.55	337,983.28	1,488,953.00	1,150,969.72	22.7

CITY OF BEATRICE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING AUGUST 31, 2025

ECONOMIC DEVELOPMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DEPARTMENT 00</u>					
50-00-442-01 BUILDINGS-CAPITAL	.00	.00	1,000,000.00	1,000,000.00	.0
50-00-442-02 BUILDING IMPROVEMENTS/ED	( 75.11)	38,359.79	455,772.00	417,412.21	8.4
50-00-443-01 INFRASTRUCTURE IMPROVEMENTS	.00	.00	2,523.00	2,523.00	.0
50-00-465-01 ECONOMIC DEVELOPMENT PRO SERV	.00	17,678.00	20,000.00	2,322.00	88.4
50-00-465-02 ECONOMIC DEV CONTRACT-CI/CO	.00	131,927.24	150,000.00	18,072.76	88.0
50-00-465-08 LOAN FORGIVENESS	.00	110,000.00	.00	( 110,000.00)	.0
50-00-465-10 LB840 LOANS	300,000.00	300,022.00	.00	( 300,022.00)	.0
50-00-465-12 ECONOMIC DEV CONTRACT-MAIN ST	.00	20,000.00	30,000.00	10,000.00	66.7
50-00-471-01 PRINCIPAL-2023 BOND	.00	200,000.00	200,000.00	.00	100.0
50-00-472-01 INTEREST-2023 BOND	.00	23,665.00	43,030.00	19,365.00	55.0
<b>TOTAL DEPARTMENT 00</b>	<b>299,924.89</b>	<b>841,652.03</b>	<b>1,901,325.00</b>	<b>1,059,672.97</b>	<b>44.3</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>299,924.89</b>	<b>841,652.03</b>	<b>1,901,325.00</b>	<b>1,059,672.97</b>	<b>44.3</b>
<b>NET REVENUE OVER(UNDER)EXPENDITURE</b>	<b>( 271,089.34)</b>	<b>( 503,668.75)</b>	<b>( 412,372.00)</b>	<b>91,296.75</b>	<b>(122.1)</b>

CITY OF BEATRICE  
 BALANCE SHEET  
 AUGUST 31, 2025

COMMUNITY REDEVELOP AUTHORITY

<u>ASSETS</u>			
52-00-101-12	CASH CRA #12 (NORTHGATE)	23,384.97	
52-00-101-14	CASH CRA #14 (FS COVERED BRDG)	7,203.91	
52-00-101-24	CASH CRA #24-ZARYBNICKY	972.37	
52-00-101-26	CASH CRA #26-ZEPHYR	11,001.49	
52-00-101-27	CASH CRA #27-HEVELONE	290.32	
52-00-101-29	CASH CRA #29-JOHNSON 1335	976.70	
52-00-101-30	CASH CRA #30-ACCUMA	41,885.31	
52-00-101-31	CASH CRA #31-TAH PROP	16,269.58	
		<hr/>	
	TOTAL ASSETS		<u>101,984.65</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER (UNDER) EXPENDITURES - YTD	<u>101,984.65</u>	
	BALANCE - CURRENT DATE	<u>101,984.65</u>	
	TOTAL FUND EQUITY		<u>101,984.65</u>
	TOTAL LIABILITIES AND EQUITY		<u>101,984.65</u>

CITY OF BEATRICE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING AUGUST 31, 2025

COMMUNITY REDEVELOP AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>COUNTY AID</u>					
52-00-331-21 TIF FUNDS CRA #11-FAKLER	.00	1,848.81	3,400.00	1,551.19	54.4
52-00-331-22 TIF FUNDS CRA #12-NORTHGATE	23,384.97	30,962.59	35,800.00	4,837.41	86.5
52-00-331-23 TIF FUNDS CRA #13-HYBRID TURKY	.00	61,508.66	114,400.00	52,891.34	53.8
52-00-331-24 TIF FUNDS CRA #14-COVERED BRDG	2,769.60	86,674.80	123,300.00	36,625.20	70.3
52-00-331-25 TIF FUNDS CRA #15-FAKLER GRAHM	.00	7,052.48	13,100.00	6,047.52	53.8
52-00-331-27 TIF FUNDS CRA #17-PORTER	.00	13,173.93	24,500.00	11,326.07	53.8
52-00-331-28 TIF FUNDS CRA #18-EXMARK	.00	83,516.26	155,300.00	71,783.74	53.8
52-00-331-29 TIF FUNDS CRA #19-HANNIBAL VIE	.00	41,817.16	62,500.00	20,682.84	66.9
52-00-331-30 TIF FUNDS CRA #20-RGH(FORD)	.00	14,641.15	27,200.00	12,558.85	53.8
52-00-331-31 TIF FUNDS CRA #21-HOME JNCT 1	.00	91,330.90	169,800.00	78,469.10	53.8
52-00-331-32 TIF FUNDS CRA #22-BEAT HSPTY 2	.00	69,306.35	70,600.00	1,293.65	98.2
52-00-331-33 TIF FUNDS CRA #23-PARR MACHINE	.00	2,369.99	4,400.00	2,030.01	53.9
52-00-331-34 TIF FUNDS CRA #24-ZARYBNICKY	.00	2,208.03	2,200.00	( 8.03)	100.4
52-00-331-35 TIF FUNDS CRA #25-MULLINS	.00	4,788.95	5,500.00	711.05	87.1
52-00-331-36 TIF FUNDS CRA #26-ZEPHYR	11,001.49	18,131.27	33,700.00	15,568.73	53.8
52-00-331-37 TIF FUNDS CRA #27-HEVELONE	.00	2,795.27	2,500.00	( 295.27)	111.8
52-00-331-38 TIF FUNDS CRA #28-HYDO COURT	.00	.00	2,500.00	2,500.00	.0
52-00-331-39 TIF FUNDS CRA #29-JOHNSON 1335	.00	976.70	.00	( 976.70)	.0
52-00-331-40 TIF FUNDS CRA #30-ACCUMA	.00	41,885.31	.00	( 41,885.31)	.0
52-00-331-41 TIF FUNDS CRA #31-TAH PROP	.00	16,269.58	.00	( 16,269.58)	.0
<b>TOTAL COUNTY AID</b>	<b>37,156.06</b>	<b>591,258.19</b>	<b>850,700.00</b>	<b>259,441.81</b>	<b>69.5</b>
<b>TOTAL FUND REVENUE</b>	<b>37,156.06</b>	<b>591,258.19</b>	<b>850,700.00</b>	<b>259,441.81</b>	<b>69.5</b>

CITY OF BEATRICE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 11 MONTHS ENDING AUGUST 31, 2025

COMMUNITY REDEVELOP AUTHORITY

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
52-00-465-11 REDEVELOP PMT #11 (FAKLER)	.00	1,848.81	3,400.00	1,551.19	54.4
52-00-465-12 REDEVELOP PMT #12 (NORTHGATE)	.00	7,577.62	35,800.00	28,222.38	21.2
52-00-465-13 REDEVELOP PMT #13-HYBRID TURKY	.00	61,508.66	114,400.00	52,891.34	53.8
52-00-465-14 REDEVELOP PMT #14-FS COVRD BDG	.00	79,470.89	123,300.00	43,829.11	64.5
52-00-465-15 REDEVELOP PMT #15-FAKLER GRAHM	.00	7,052.48	13,100.00	6,047.52	53.8
52-00-465-17 REDEVELOP PMT #17-PORTER	.00	13,173.93	24,500.00	11,326.07	53.8
52-00-465-18 REDEVELOP PMT #18-EXMARK	.00	83,516.26	155,300.00	71,783.74	53.8
52-00-465-19 REDEVELOP PMT #19-HANNIBAL VIE	.00	41,817.16	62,500.00	20,682.84	66.9
52-00-465-20 REDEVELOP PMT #20-RGH(FORD)	.00	14,641.15	27,200.00	12,558.85	53.8
52-00-465-21 REDEVELOP PMT #21-HOME JUNCT 1	.00	91,330.90	169,800.00	78,469.10	53.8
52-00-465-22 REDEVELOP PMT #22-BEAT HSPTY 2	.00	69,306.35	70,600.00	1,293.65	98.2
52-00-465-23 REDEVELOP PMT #23-PARR MACHINE	.00	2,369.99	4,400.00	2,030.01	53.9
52-00-465-24 REDEVELOP PMT #24-ZARYBNICKY	.00	1,235.66	2,200.00	964.34	56.2
52-00-465-25 REDEVELOP PMT #25-MULLINS	.00	4,788.95	5,500.00	711.05	87.1
52-00-465-26 REDEVELOP PMT #26-ZEPHYR	.00	7,129.78	33,700.00	26,570.22	21.2
52-00-465-27 REDEVELOP PMT #27-HEVELONE	.00	2,504.95	2,500.00	( 4.95)	100.2
52-00-465-28 REDEVELOP PMT #28-HYDO COURT	.00	.00	2,500.00	2,500.00	.0
<b>TOTAL DEPARTMENT 00</b>	<b>.00</b>	<b>489,273.54</b>	<b>850,700.00</b>	<b>361,426.46</b>	<b>57.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>.00</b>	<b>489,273.54</b>	<b>850,700.00</b>	<b>361,426.46</b>	<b>57.5</b>
<b>NET REVENUE OVER(UNDER)EXPENDITURE</b>	<b>37,156.06</b>	<b>101,984.65</b>	<b>.00</b>	<b>( 101,984.65)</b>	<b>.0</b>

**PUBLIC NOTICE**  
**DISCUSSION ON BROWNFIELD GRANT APPLICATION**  
**DEMPSTERS**

The Mayor and City Council of the City of Beatrice will hold a public meeting on November 3, 2025, at 6:00 p.m. in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, for the purpose of discussing the draft Brownfield grant application for the clean-up and remediation of the Dempsters site. At the meeting all interested parties shall be afforded an opportunity to express their views regarding the proposed draft application. Public comments will also be accepted on the city's website. The Brownfield draft application and draft Analysis of Brownfield Cleanup Alternatives (ABCA) are available for public inspection in the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska or online at [www.beatrice.ne.gov](http://www.beatrice.ne.gov).

Erin Saathoff, MMC, City Clerk

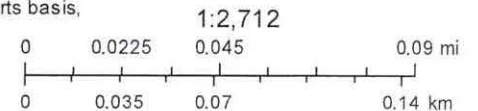
October 25, 2025



September 18, 2025 19:29 PM  
 DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections

## Project Area



**PUBLIC HEARING NOTICE**  
**PLAN MODIFICATION "25-3" TO THE REDEVELOPMENT PLAN FOR**  
**REDEVELOPMENT AREA NO. 13**

The Mayor and City Council of the City of Beatrice will hold a public hearing on Monday, November 3, 2025, at 6:00 p.m. in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, for the purpose of considering adoption of Plan Modification "25-3" to the Redevelopment Plan for Redevelopment Area No. 9. The developer, Beatrice Commons, LLC, a Nebraska limited liability company, has proposed the redevelopment of the redevelopment of Parcel Nos. 010296706, 010296707, and 010296705, and all required public infrastructure improvements within Redevelopment Area #9 in accordance with the redevelopment plan. The developer further proposes financial assistance from the City of Beatrice Community Redevelopment Authority using monies collected and held in a special fund established under Section 18-2147 of the Nebraska Revised Statutes (tax increment financing). At the hearing all interested parties shall be afforded an opportunity to express their views regarding the proposed Modification "25-3". The plan, maps of the area, and the proposed modifications are available for public inspection in the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska or online at [www.beatrice.ne.gov](http://www.beatrice.ne.gov).

Erin Saathoff, MMC, City Clerk

October 17 and 24, 2025

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

**WHEREAS**, the Mayor and City Council of the City of Beatrice, Nebraska (the “City”) passed and approved Ordinance No. 137-33 creating the Community Redevelopment Authority of the City of Beatrice, Nebraska (the “Authority”) pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the “Act”); and

**WHEREAS**, on July 7, 2025, the City adopted a resolution declaring areas in and around the City of Beatrice as blighted and substandard in accordance with Section 18-2103 of the Act, known as Redevelopment Area No. 13; and

**WHEREAS**, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act; and

**WHEREAS**, the Authority has adopted a Redevelopment Plan for such Redevelopment Area No. 13; and

**WHEREAS**, the Authority has prepared a proposed Plan Modification 25-3 to the Redevelopment Plan for Redevelopment Area No. 13; and

**WHEREAS**, a Modification to the Redevelopment Plan for Redevelopment Area No. 13 (the “Modification”) for the Beatrice Commons Redevelopment Project (the “Project”) has been prepared pursuant to the Act, to identify specific property within Redevelopment Area No. 13 that is in need of redevelopment to cause the removal of blight and substandard conditions; and

**WHEREAS**, on October 3, 2025, the Authority submitted the proposed Modification 25-3 regarding the Project to the Planning and Zoning Commission for review and recommendations as to the Modification’s conformity with the general plan for the development of the City as a whole pursuant to Section 18-2112 of the Act; and

**WHEREAS**, on October 20, 2025, the Planning and Zoning Commission held a public hearing and reviewed the proposed Modification 25-3 regarding the Project, determined that amended Redevelopment Plan is feasible and is in conformance with the general plan for development of the City of Beatrice as a whole, as set forth in the City of Beatrice Comprehensive Plan, as amended and recommended to the Authority and the Beatrice City Council to approve Modification 25-3 regarding the Project; and

**WHEREAS**, on October 24, 2025, the Authority, as required under Section 18-2113(2) of the Act, held a public meeting in order to conducted a Cost-Benefit Analysis of the Project, which is attached to the Modification as Exhibit “D”, and incorporated by this reference and determined that the Modification and the Cost-Benefit Analysis should be approved; and

**WHEREAS**, there has been submitted to the Mayor and City Council of the City, for its consideration, the proposed Modification to the Redevelopment Plan for Redevelopment Area No. 13 prepared by the Authority. A copy of the Modification of the Redevelopment Plan for the Redevelopment Area No. 13 as recommended to the City Council is attached to this Resolution as Exhibit "A"; and

**WHEREAS**, the City has published notice of a public hearing on the proposed Modification to the Redevelopment Plan and held a public hearing on November 3, 2025, pursuant to and in accordance with Section 18-2115 of the Act.

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

**SECTION 1.** That the Mayor and City Council hereby make the following findings with respect to the Redevelopment Plan for Redevelopment Area No. 13, as modified by Modification 25-3:

- A. The Redevelopment Plan as modified by the Modification is feasible as a plan of Redevelopment Area in accordance with and as contemplated by Section 18-2116 of the Act;
- B. The Redevelopment Plan as modified by the Modification is in conformity with the Comprehensive Plan of the City of Beatrice, Nebraska, which such Comprehensive Plan of the City of Beatrice, Nebraska includes a general plan for the development of the City as a whole;
- C. The Redevelopment Plan as modified by the Modification is in conformity with the Legislative declarations and determinations set forth in the Community Development Law, Neb. Rev. Stat. Section 18-2101, et. Seq., which such declarations and determinations are incorporated in this resolution by this reference; and
- D. The Redevelopment Project in the Redevelopment Plan as modified by the Modification would not be economically feasible without the use of tax-increment financing; the Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing; and the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivision, the economy of the community and the demand for public and private services have been analyzed by the City Council and have been found to be the long-term best interest of the community impacted by the Redevelopment Project.

**SECTION 2.** That the Redevelopment Plan, as modified by Modification 25-3 in the form attached as Exhibit "A" to this resolution, which is attached hereby by this reference, is hereby approved pursuant to and in accordance with Section 18-2116 of the Act.

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

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

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

**PLAN MODIFICATION "25-3" TO REDEVELOPMENT AREA #13  
OF THE CITY OF BEATRICE, NEBRASKA  
(BEATRICE COMMONS REDEVELOPMENT PROJECT)**

The City of Beatrice, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion the City of Beatrice identified as the Redevelopment Area #13. The Redevelopment Plan was approved by the Mayor and City Council on July 7, 2025. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Redevelopment Authority of the City of Beatrice (the "CRA"), which has administered the Redevelopment Plan for the City.

The primary purpose of this Modification to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on the site located in the City of Beatrice, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

**I. PROJECT-SPECIFIC AMENDMENT**

**A. The Project Site**

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site, and specifically, the Beatrice Commons Redevelopment Project (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site is located south of the Good Samaritan Society building, and will consist of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. The Project consists of the redevelopment of the area into a residential housing development located on the Project Site, along with all required public improvements within Redevelopment Area #13. The initial upfront costs associated with the necessary public improvements make development of the Project Site not feasible. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Modification to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

**B. Description of the Beatrice Commons Redevelopment Project**

Beatrice Commons, LLC, a Nebraska limited liability company (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project consists of the redevelopment of Parcel Nos. 010296706, 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13. The proposed Site Plan for the Project is attached hereto as Exhibit “B”. The Site Plan is conceptual in nature and subject to revision based on budgetary constraints and physical constraints or other factors, but it presents the vision and the intended character of the Project.

**1. The Private Improvements**

The Redeveloper will pay the cost of renovating and constructing the private improvements. The Project consists of the redevelopment of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13.

**2. The Public Improvements**

As part of the Project, the CRA will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements listed as eligible expenditures under the Act in the Redevelopment Area, including, but not limited to, the following:

Site Acquisition: The Redeveloper is in the process of acquiring the parcels to be redeveloped.

Site Development: Expenses for site development will include grading.

Professional Fees: The Redeveloper anticipates costs for legal fees, architect fees, and engineering in relation to this Project.

Public Infrastructure: The Redeveloper anticipates costs for utility infrastructure including, but not limited to, water, sanitary sewer, storm sewer, electrical, and parking spaces.

The above list of public improvements to be constructed as part of the Project is not intended to be an exhaustive list of the public improvements for which the available tax increment revenues generated by the Project may be used. It is anticipated that the available tax increment revenues will assist in paying for the following eligible expenditures: legal fees, engineering fees, site development, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. Additionally, the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other

financing. The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in the Redevelopment Agreement.

The redevelopment of the Project Site pursuant to this Modification to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will improve public infrastructure, improve the aesthetic appeal of Redevelopment Area #13. Such land use and development are intended to advance the general and specific land use goals set forth in the City's Comprehensive Plan, adopted October 2001 and as updated in March 2006 and April 2015.

### **C. Implementation of the Beatrice Commons Redevelopment Project**

The Project will be completed in up to five (5) phases. The Project will be governed by a Redevelopment Agreement between the Redeveloper and the CRA, which will describe the private improvements and the public improvements to be constructed by the Redeveloper.

This Modification to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site by Redeveloper. The CRA acknowledges that the Project may include amendments to this Modification to the Redevelopment Plan, including in particular, amendments to the private improvements and the public improvements to be constructed as a part of the Project. It is the CRA's intent that if such changes are necessary then they shall be deemed a minor amendment to this Modification to the Redevelopment Plan.

The use of TIF to assist with the costs of site development, code compliance, professional fees, and public improvements will make the Project feasible. The private improvements cannot be constructed without first acquiring the property and making the necessary public improvements, both of which require the use of TIF to assist with the costs. Additionally, the public improvements are necessary to commence the Project and to serve the Project and would not be feasible without the use of tax increment financing. Due to the scope and costs of the professional fees and public improvements, it is expressly acknowledged that the Redeveloper would not undertake the Project without the anticipated use of tax increment financing for the Project.

### **D. Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

**E. Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CRA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D" and shall be approved as part of this Modification. The estimated costs of the project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis.

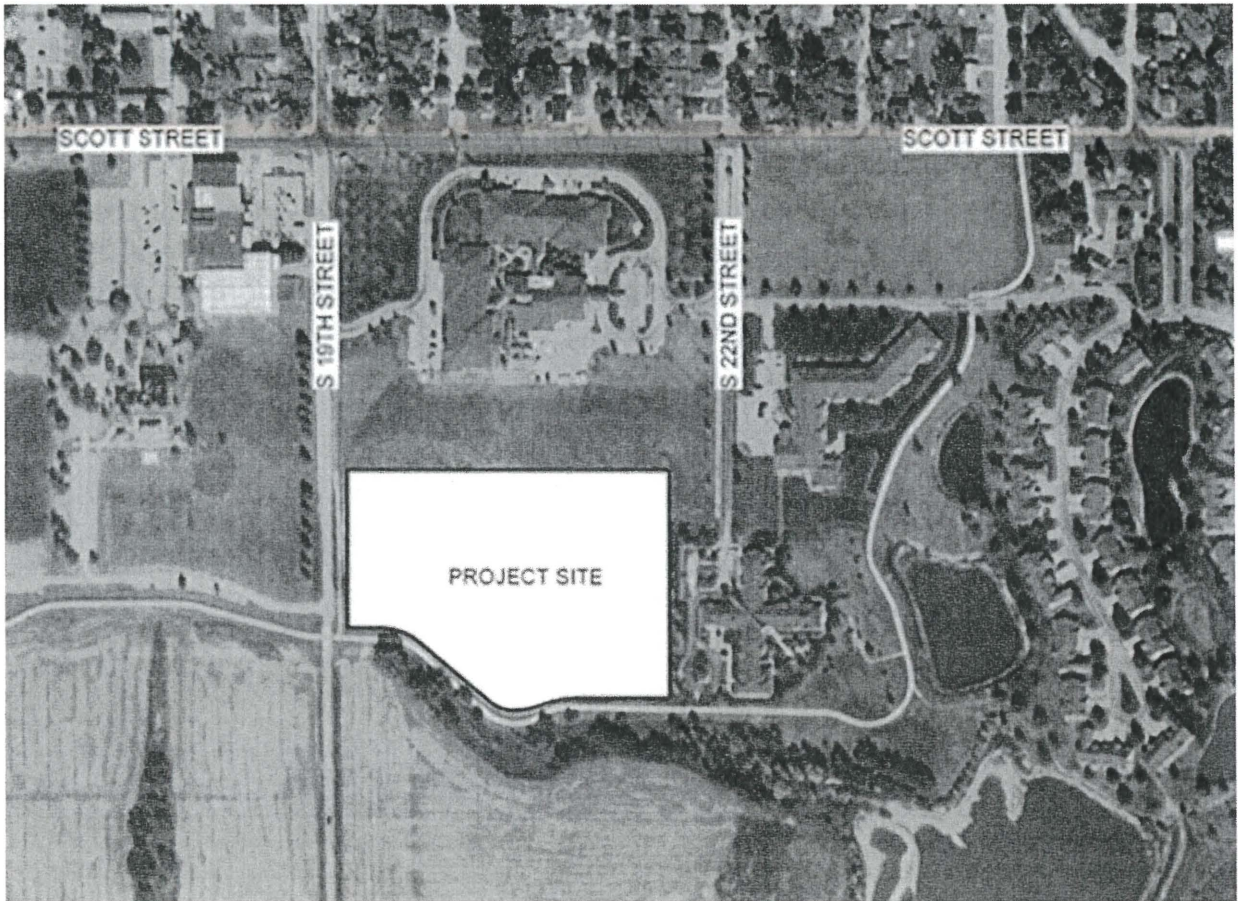
**EXHIBIT "A"**  
**Project Site**

All of Lot Five (5) and a portion of Lot Six (6), and Outlots A and B, Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska,

Parcel Nos. 010296706, 010296707, and 010296705. \*

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

EXHIBIT "B"  
Site Plan



**EXHIBIT "C"**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

The Redeveloper is in the process of acquiring the Project Site. No relocation of families is necessary to accomplish the Project.

B. Population Density

The Project Site is currently vacant. The Project will bring a residential development to the Project Site. Population density will increase in the immediate area as a result of this project.

C. Land Coverage

The Project Site consists of approximately 4.1 acres of land. The footprint of the improvements is approximately 37,950 ft<sup>2</sup>. The Project will comply with the applicable land-coverage ratios and zoning requirements of the City of Beatrice.

D. Traffic Flow, Street Layouts and Street Grades

The Project will increase traffic to and from the Project Site. The Redeveloper plans to pave a road running east and west through the Project Site.

E. Parking

The project includes the construction of residential houses which will include garages and off-street parking.

F. Zoning, Building Code and Ordinances

The Project Site is an area currently zoned Multiple-Family Residential (R-4). The parcel will not require rezoning to permit the construction of planned improvements; the Redeveloper shall be responsible for any building code or ordinance changes that are necessary for the Project.

**EXHIBIT "D"**  
**Cost-Benefit Analysis**  
**Beatrice Commons Redevelopment Project**

This Cost-Benefit Analysis of the Beatrice Commons Redevelopment Project has been undertaken pursuant to Neb. Rev. Stat. § 18-2113 and is attached as Exhibit "D" to the Modification to the Redevelopment Area #13. The Project will consist of the redevelopment of and will consist of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13. The location of the Project Site is set forth in Exhibit "A" of this same Redevelopment Plan Modification, and the public and private improvements to be constructed as part of the Beatrice Commons Redevelopment Project are described more particularly in this Redevelopment Plan Modification. For purposes of this cost-benefit analysis, the Beatrice Commons Redevelopment Project shall be referred to herein as the "Project". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after fifteen (15) years. It is difficult to predict with precision the amount of TIF funds that will be created by the Project, but for the purposes of illustrating the incremental taxes used for TIF, if the completed Project assessed valuation is as listed, the 15-year tax shift would be as follows:

a.	Estimated Base Project Site Valuation:	\$100,000.00
b.	Estimated Completed Project Assessed Valuation:	\$8,334,500.00
c.	Estimated Increase in Valuation	\$8,234,500.00
d.	Estimated Annual Projected Tax Increment:	\$139,163

*Notes:*

- 1. The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Beatrice Commons Redevelopment Project.*
- 2. The Estimated Annual Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax increment may vary materially from the projected amount. The estimated tax levy for this analysis is 1.686636, which is the Gage County tax levy based on the*

*most current information set forth on the website for the Gage County Assessor, and is subject to change.*

3. *The projected valuations and the tax increment set forth above are subject to change before the Redevelopment Agreement for the Beatrice Commons Redevelopment Project is signed. However, these figures present an estimate for the purpose of weighing the overall costs and benefits of the Beatrice Commons Redevelopment Project.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

The Redeveloper anticipates expenditures in excess of Fourteen Million Dollars (\$14,000,000.00) for the redevelopment of the Project Site into a residential housing development, along with all required public improvements within Redevelopment Area #13, including expenditures for eligible public improvements. It is proposed that up to approximately One Million Three Hundred Thousand Dollars (\$1,300,000.00) of the public expenditures, not to exceed the amount of verified eligible TIF Costs, will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: Site acquisition, site development, engineering fees, and public utilities/infrastructure. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures under the Act.

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. Police and Fire service is already provided to the area, as is street maintenance and snow removal. It is anticipated that there will be impact on Beatrice Public Schools as the townhouses may attract families with school-aged children, but this impact is expected to be minimal. This project will enable the Redeveloper to develop a residential development located on the Project Site, which may have some school-aged children, is unlikely to have a significant impact on the number of school aged children in the community.

The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. The infrastructure constructed as part of the Project will materially benefit and serve the Project Site. Overall, the Project will have a substantial positive impact on the city's public infrastructure by facilitating the improvement of needed public infrastructure improvements.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The proposed improvement will increase property tax revenue for the

Property Site. The City would be unlikely to realize additional ad valorem taxes in the near future without the Project. While the use of tax increment financing will defer the receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that this Project will have a material positive or negative impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project is not expected to have a material impact on private sector businesses in and around the immediate area outside the boundaries of the redevelopment project. TIF Financing can be used to reimburse the redeveloper for the costs of public space improvements which would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Project is anticipated to have a positive impact on other local area employers, as it will provide much-needed housing to attract and retain employees.

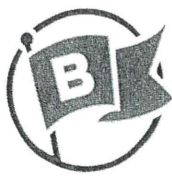
**5. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project furthers the implementation of the Redevelopment Plan and helps fund infrastructure improvements the City deemed important and necessary enough to enter into the Redevelopment Agreement. The CRA shall leverage up to One Million Three Hundred Thousand Dollars (\$1,300,000.00) in TIF to create approximately Fourteen Million Dollars (\$14,000,000.00) in direct development. The Redeveloper shall pay the costs of the private developments, and the public improvements will be paid by a combination of TIF proceeds and Developer obligations as set forth in the Redevelopment Agreement. Redeveloper shall be responsible for locating a lender to provide financing for Redeveloper's costs, including funding the TIF Indebtedness.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.



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**CITY HALL**

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

**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

SCC Board of Governors  
Attn: Neal Stenberg, Chairperson  
8800 O St.  
Lincoln, NE 68520

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

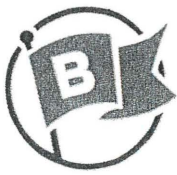
Dear Neal:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Southeast Community College  
Attn: Paul Illich  
8800 O Street  
Lincoln, NE 68520

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

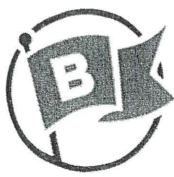
Dear Paul:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Lower Big Blue NRD  
Attn: Scott Sobotka, Manager  
805 Dorsey Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Scott:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Lower Big Blue NRD  
Attn: Jason Pohlmann, Chairperson  
805 Dorsey Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

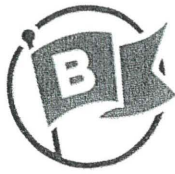
Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Erich Tiemann  
Gage County Board of Supervisors  
PO Box 429  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

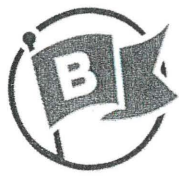
Dear Erich:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Dawn Hill  
Gage County Clerk  
612 Grant Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Dawn:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Educational Service Unit #5  
Attn: Roger Smidt, President  
900 West Court Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Roger:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



**STAKE  
YOUR  
CLAIM**

**BEATRICE**  
CITY • BOARD OF PUBLIC WORKS

**CITY HALL**

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

**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Educational Service Unit #5  
Attn: Brenda McNiff, Administrator  
900 West Court Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Brenda:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Board of Education  
School District #15  
Attn: Eric Trusty, President  
320 North 5<sup>th</sup> Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Eric:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Beatrice Public Schools  
School District #15  
Attn: Jason Alexander  
320 North 5<sup>th</sup> Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

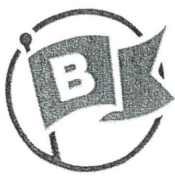
Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Gage County Agricultural Society  
Don Esau, President  
321 Logan Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Don:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter

EXHIBIT "B"  
Site Plan





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

**WHEREAS**, the City of Beatrice, Nebraska, desires to apply for federal assistance from the 2026 United States Environmental Protection Agency (“EPA”) Brownfield Grant Program for the purpose of requesting funding for site cleanup at the Dempster’s Site, located at 711 South 6<sup>th</sup> Street, Beatrice, Nebraska.

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

**SECTION 1.** That the Mayor, City Attorney, and City Clerk be authorized and are hereby directed to execute the application for federal assistance, and any other official project documents necessary to obtain such assistance, including any agreement, contracts, or other documents that are required by the 2026 United States Environmental Protection Agency (“EPA”) Brownfield Grant Program.

**SECTION 2.** 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

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

**WHEREAS**, the Mayor and City Council of the City of Beatrice, Nebraska (the “City”) passed and approved Ordinance No. 137-33 creating the Community Redevelopment Authority of the City of Beatrice, Nebraska (the “Authority”) pursuant to Sections 18-2101 through 18-2153, Reissue Revised Statutes of Nebraska, as amended (the “Act”); and

**WHEREAS**, on July 7, 2025, the City adopted a resolution declaring areas in and around the City of Beatrice as blighted and substandard in accordance with Section 18-2103 of the Act, known as Redevelopment Area No. 13; and

**WHEREAS**, the City has adopted and has in place a Comprehensive Plan, which includes a general plan for development of the City, within the meaning of Section 18-2110 of the Act; and

**WHEREAS**, the Authority has adopted a Redevelopment Plan for such Redevelopment Area No. 13; and

**WHEREAS**, the Authority has prepared a proposed Plan Modification 25-3 to the Redevelopment Plan for Redevelopment Area No. 13; and

**WHEREAS**, a Modification to the Redevelopment Plan for Redevelopment Area No. 13 (the “Modification”) for the Beatrice Commons Redevelopment Project (the “Project”) has been prepared pursuant to the Act, to identify specific property within Redevelopment Area No. 13 that is in need of redevelopment to cause the removal of blight and substandard conditions; and

**WHEREAS**, on October 3, 2025, the Authority submitted the proposed Modification 25-3 regarding the Project to the Planning and Zoning Commission for review and recommendations as to the Modification’s conformity with the general plan for the development of the City as a whole pursuant to Section 18-2112 of the Act; and

**WHEREAS**, on October 20, 2025, the Planning and Zoning Commission held a public hearing and reviewed the proposed Modification 25-3 regarding the Project, determined that amended Redevelopment Plan is feasible and is in conformance with the general plan for development of the City of Beatrice as a whole, as set forth in the City of Beatrice Comprehensive Plan, as amended and recommended to the Authority and the Beatrice City Council to approve Modification 25-3 regarding the Project; and

**WHEREAS**, on October 24, 2025, the Authority, as required under Section 18-2113(2) of the Act, held a public meeting in order to conducted a Cost-Benefit Analysis of the Project, which is attached to the Modification as Exhibit “D”, and incorporated by this reference and determined that the Modification and the Cost-Benefit Analysis should be approved; and

**WHEREAS**, there has been submitted to the Mayor and City Council of the City, for its consideration, the proposed Modification to the Redevelopment Plan for Redevelopment Area No. 13 prepared by the Authority. A copy of the Modification of the Redevelopment Plan for the Redevelopment Area No. 13 as recommended to the City Council is attached to this Resolution as Exhibit "A"; and

**WHEREAS**, the City has published notice of a public hearing on the proposed Modification to the Redevelopment Plan and held a public hearing on November 3, 2025, pursuant to and in accordance with Section 18-2115 of the Act.

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

**SECTION 1.** That the Mayor and City Council hereby make the following findings with respect to the Redevelopment Plan for Redevelopment Area No. 13, as modified by Modification 25-3:

- A. The Redevelopment Plan as modified by the Modification is feasible as a plan of Redevelopment Area in accordance with and as contemplated by Section 18-2116 of the Act;
- B. The Redevelopment Plan as modified by the Modification is in conformity with the Comprehensive Plan of the City of Beatrice, Nebraska, which such Comprehensive Plan of the City of Beatrice, Nebraska includes a general plan for the development of the City as a whole;
- C. The Redevelopment Plan as modified by the Modification is in conformity with the Legislative declarations and determinations set forth in the Community Development Law, Neb. Rev. Stat. Section 18-2101, et. Seq., which such declarations and determinations are incorporated in this resolution by this reference; and
- D. The Redevelopment Project in the Redevelopment Plan as modified by the Modification would not be economically feasible without the use of tax-increment financing; the Redevelopment Project would not occur in the community redevelopment area without the use of tax-increment financing; and the costs and benefits of the Redevelopment Project, including costs and benefits to other affected political subdivision, the economy of the community and the demand for public and private services have been analyzed by the City Council and have been found to be the long-term best interest of the community impacted by the Redevelopment Project.

**SECTION 2.** That the Redevelopment Plan, as modified by Modification 25-3 in the form attached as Exhibit "A" to this resolution, which is attached hereby by this reference, is hereby approved pursuant to and in accordance with Section 18-2116 of the Act.

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

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

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

**PLAN MODIFICATION "25-3" TO REDEVELOPMENT AREA #13  
OF THE CITY OF BEATRICE, NEBRASKA  
(BEATRICE COMMONS REDEVELOPMENT PROJECT)**

The City of Beatrice, Nebraska (the "City") has undertaken a plan of redevelopment within the community pursuant to the adoption of a Redevelopment Plan for a portion the City of Beatrice identified as the Redevelopment Area #13. The Redevelopment Plan was approved by the Mayor and City Council on July 7, 2025. The Redevelopment Plan serves as a guide for the implementation of redevelopment activities within certain areas of the City, as set forth in the Redevelopment Plan.

Pursuant to the Nebraska Community Development Law codified at Neb Rev. Stat. §§ 18-2101 through 18-2154 (the "Act"), the City created the Community Redevelopment Authority of the City of Beatrice (the "CRA"), which has administered the Redevelopment Plan for the City.

The primary purpose of this Modification to the Redevelopment Plan is to identify a specific redevelopment project that will cause the removal of blight and substandard conditions on the site located in the City of Beatrice, Nebraska, and legally described on the attached and incorporated Exhibit "A" (the "Project Site").

**I. PROJECT-SPECIFIC AMENDMENT**

**A. The Project Site**

The Project Site is in need of redevelopment. The CRA has considered whether redevelopment of the Project Site, and specifically, the Beatrice Commons Redevelopment Project (the "Project"), will conform to the general plan and the coordinated, adjusted, and harmonious development of the City. In this consideration, the CRA finds that such a redevelopment of the Project Site will promote the health, safety, morals, order, convenience, prosperity, and the general welfare of the community including, among other things, the promotion of the healthful and convenient distribution of population, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of unsanitary and unsafe dwelling accommodations or conditions of blight.

The Project Site is located south of the Good Samaritan Society building, and will consist of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. The Project consists of the redevelopment of the area into a residential housing development located on the Project Site, along with all required public improvements within Redevelopment Area #13. The initial upfront costs associated with the necessary public improvements make development of the Project Site not feasible. In order to support private development, the Project Site and the Redevelopment Area are in need of redevelopment. The redevelopment of the Project Site pursuant to this Modification to the Redevelopment Plan will include eligible expenditures under the Act and will further the purposes of the Act in conformity with the Redevelopment Plan.

**B. Description of the Beatrice Commons Redevelopment Project**

Beatrice Commons, LLC, a Nebraska limited liability company (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project consists of the redevelopment of Parcel Nos. 010296706, 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13. The proposed Site Plan for the Project is attached hereto as Exhibit “B”. The Site Plan is conceptual in nature and subject to revision based on budgetary constraints and physical constraints or other factors, but it presents the vision and the intended character of the Project.

**1. The Private Improvements**

The Redeveloper will pay the cost of renovating and constructing the private improvements. The Project consists of the redevelopment of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13.

**2. The Public Improvements**

As part of the Project, the CRA will capture the available tax increment revenues generated by the redevelopment of the Project Site to assist in paying for public improvements listed as eligible expenditures under the Act in the Redevelopment Area, including, but not limited to, the following:

Site Acquisition: The Redeveloper is in the process of acquiring the parcels to be redeveloped.

Site Development: Expenses for site development will include grading.

Professional Fees: The Redeveloper anticipates costs for legal fees, architect fees, and engineering in relation to this Project.

Public Infrastructure: The Redeveloper anticipates costs for utility infrastructure including, but not limited to, water, sanitary sewer, storm sewer, electrical, and parking spaces.

The above list of public improvements to be constructed as part of the Project is not intended to be an exhaustive list of the public improvements for which the available tax increment revenues generated by the Project may be used. It is anticipated that the available tax increment revenues will assist in paying for the following eligible expenditures: legal fees, engineering fees, site development, and other improvements deemed feasible and necessary in support of the public health, safety, and welfare which qualify as eligible expenditures for public improvements under the Act. Additionally, the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other

financing. The specific public improvements for which the available tax increment revenues generated by the Project will be used will be described in more detail in the Redevelopment Agreement.

The redevelopment of the Project Site pursuant to this Modification to the Redevelopment Plan will eliminate the blight and substandard conditions on the Project Site and will further the purposes of the Act in conformity with the Redevelopment Plan. In addition, the eligible public improvements that are part of the Project will improve public infrastructure, improve the aesthetic appeal of Redevelopment Area #13. Such land use and development are intended to advance the general and specific land use goals set forth in the City's Comprehensive Plan, adopted October 2001 and as updated in March 2006 and April 2015.

### **C. Implementation of the Beatrice Commons Redevelopment Project**

The Project will be completed in up to five (5) phases. The Project will be governed by a Redevelopment Agreement between the Redeveloper and the CRA, which will describe the private improvements and the public improvements to be constructed by the Redeveloper.

This Modification to the Redevelopment Plan is intended to be flexible and to serve as a guide for development of the Project Site by Redeveloper. The CRA acknowledges that the Project may include amendments to this Modification to the Redevelopment Plan, including in particular, amendments to the private improvements and the public improvements to be constructed as a part of the Project. It is the CRA's intent that if such changes are necessary then they shall be deemed a minor amendment to this Modification to the Redevelopment Plan.

The use of TIF to assist with the costs of site development, code compliance, professional fees, and public improvements will make the Project feasible. The private improvements cannot be constructed without first acquiring the property and making the necessary public improvements, both of which require the use of TIF to assist with the costs. Additionally, the public improvements are necessary to commence the Project and to serve the Project and would not be feasible without the use of tax increment financing. Due to the scope and costs of the professional fees and public improvements, it is expressly acknowledged that the Redeveloper would not undertake the Project without the anticipated use of tax increment financing for the Project.

### **D. Statutory Elements**

As described above, the Project envisions the capture of the incremental taxes generated by the Project on the Project Site to pay for eligible expenditures under the Act. Attached as Exhibit "C" and incorporated herein by this reference is a consideration of the statutory elements under the Act. No families will be displaced or relocated from the Project Site on account of this Project.

**E. Cost-Benefit Analysis**

Pursuant to Section 18-2113 of the Act, the CRA must conduct a cost-benefit analysis for any redevelopment project that will utilize TIF. The Cost-Benefit Analysis for the Project is attached hereto as Exhibit "D" and shall be approved as part of this Modification. The estimated costs of the project, the estimated TIF proceeds, and the proposed method of financing the project are set forth in the Cost-Benefit Analysis.

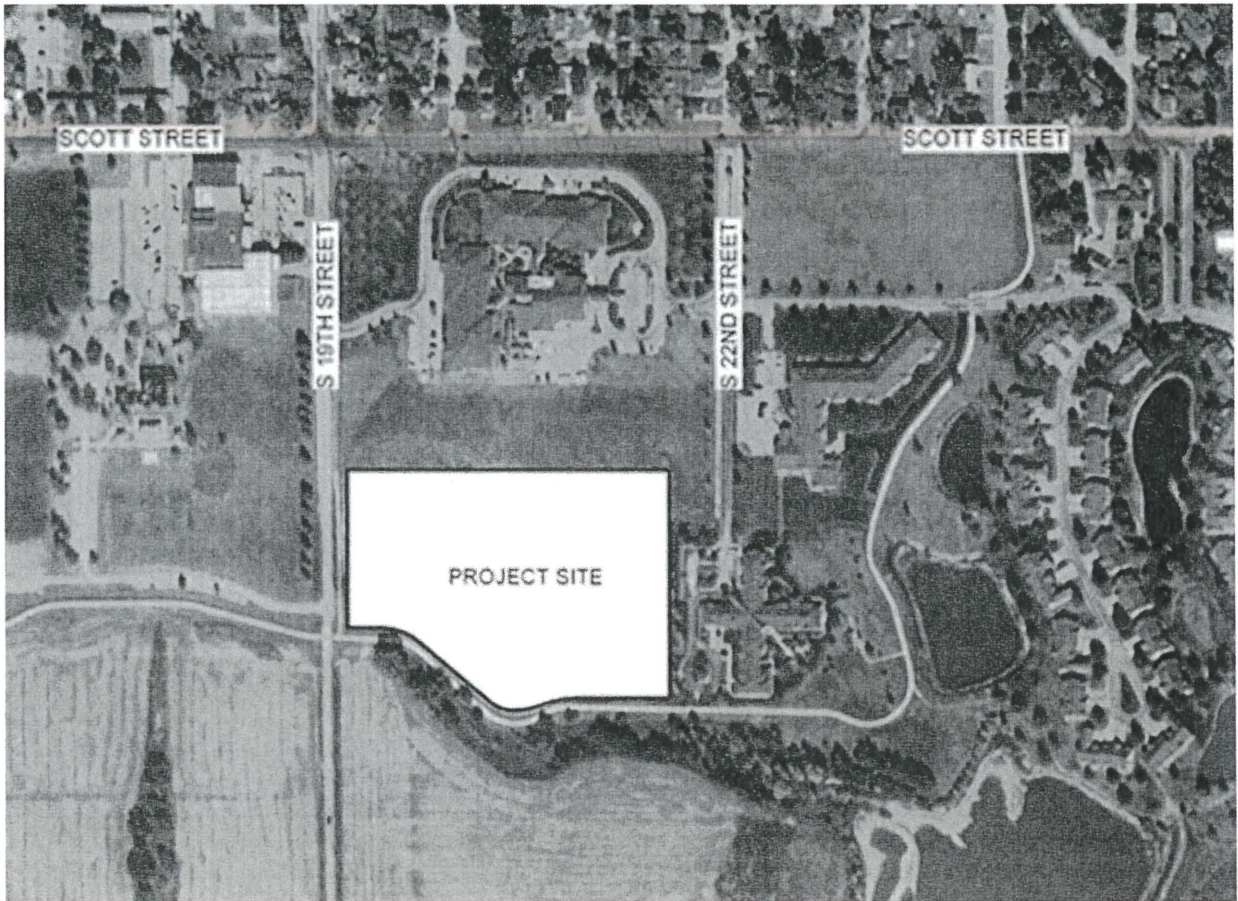
**EXHIBIT "A"**  
**Project Site**

All of Lot Five (5) and a portion of Lot Six (6), and Outlots A and B, Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska,

Parcel Nos. 010296706, 010296707, and 010296705. \*

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

EXHIBIT "B"  
Site Plan



**EXHIBIT "C"**  
**Statutory Elements**

A. Property Acquisition, Demolition and Disposal

The Redeveloper is in the process of acquiring the Project Site. No relocation of families is necessary to accomplish the Project.

B. Population Density

The Project Site is currently vacant. The Project will bring a residential development to the Project Site. Population density will increase in the immediate area as a result of this project.

C. Land Coverage

The Project Site consists of approximately 4.1 acres of land. The footprint of the improvements is approximately 37,950 ft<sup>2</sup>. The Project will comply with the applicable land-coverage ratios and zoning requirements of the City of Beatrice.

D. Traffic Flow, Street Layouts and Street Grades

The Project will increase traffic to and from the Project Site. The Redeveloper plans to pave a road running east and west through the Project Site.

E. Parking

The project includes the construction of residential houses which will include garages and off-street parking.

F. Zoning, Building Code and Ordinances

The Project Site is an area currently zoned Multiple-Family Residential (R-4). The parcel will not require rezoning to permit the construction of planned improvements; the Redeveloper shall be responsible for any building code or ordinance changes that are necessary for the Project.

**EXHIBIT "D"**  
**Cost-Benefit Analysis**  
**Beatrice Commons Redevelopment Project**

This Cost-Benefit Analysis of the Beatrice Commons Redevelopment Project has been undertaken pursuant to Neb. Rev. Stat. § 18-2113 and is attached as Exhibit "D" to the Modification to the Redevelopment Area #13. The Project will consist of the redevelopment of and will consist of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705 into a residential housing development, along with all required public improvements within Redevelopment Area #13. The location of the Project Site is set forth in Exhibit "A" of this same Redevelopment Plan Modification, and the public and private improvements to be constructed as part of the Beatrice Commons Redevelopment Project are described more particularly in this Redevelopment Plan Modification. For purposes of this cost-benefit analysis, the Beatrice Commons Redevelopment Project shall be referred to herein as the "Project". The cost-benefit analysis for the Project, which will utilize funds authorized by Neb. Rev. Stat. § 18-2147, can be summarized as follows:

**1. Tax shifts resulting from the approval of the use of funds pursuant to Section 18-2147:**

The taxes generated by the current value of the property shall continue to be allocated between taxing jurisdictions pursuant to standard statutory requirements. Only the incremental taxes created by the Project will be captured to pay eligible public expenditures. Since the incremental taxes would not exist without the use of TIF to support the Project, the true tax shift of this Project is a positive shift in taxes after fifteen (15) years. It is difficult to predict with precision the amount of TIF funds that will be created by the Project, but for the purposes of illustrating the incremental taxes used for TIF, if the completed Project assessed valuation is as listed, the 15-year tax shift would be as follows:

a.	Estimated Base Project Site Valuation:	\$100,000.00
b.	Estimated Completed Project Assessed Valuation:	\$8,334,500.00
c.	Estimated Increase in Valuation	\$8,234,500.00
d.	Estimated Annual Projected Tax Increment:	\$139,163

*Notes:*

- 1. The Estimated Completed Project Assessed Valuation is the estimated completed assessed value of all of the private improvements that the redeveloper anticipates will be constructed as part of the Beatrice Commons Redevelopment Project.*
- 2. The Estimated Annual Tax Increment is based on assumed values and levy rates; actual amounts and rates will vary from those assumptions, and it is understood that the actual tax increment may vary materially from the projected amount. The estimated tax levy for this analysis is 1.686636, which is the Gage County tax levy based on the*

*most current information set forth on the website for the Gage County Assessor, and is subject to change.*

3. *The projected valuations and the tax increment set forth above are subject to change before the Redevelopment Agreement for the Beatrice Commons Redevelopment Project is signed. However, these figures present an estimate for the purpose of weighing the overall costs and benefits of the Beatrice Commons Redevelopment Project.*

**2. Public infrastructure and community public service needs impacts and local tax impacts arising from the approval of the redevelopment project:**

a. Public infrastructure improvements and impacts:

The Redeveloper anticipates expenditures in excess of Fourteen Million Dollars (\$14,000,000.00) for the redevelopment of the Project Site into a residential housing development, along with all required public improvements within Redevelopment Area #13, including expenditures for eligible public improvements. It is proposed that up to approximately One Million Three Hundred Thousand Dollars (\$1,300,000.00) of the public expenditures, not to exceed the amount of verified eligible TIF Costs, will be financed with the proceeds of tax increment financing indebtedness, with the remaining balance to be paid by the Redeveloper. The sources and uses of the TIF indebtedness will be more particularly set forth in the Redevelopment Agreement for this Project. It is anticipated that eligible uses of the TIF indebtedness may include the following: Site acquisition, site development, engineering fees, and public utilities/infrastructure. All expenditures financed by tax increment financing indebtedness shall be eligible public expenditures under the Act.

It is not anticipated that the Project will have a material adverse impact on existing public infrastructure. Police and Fire service is already provided to the area, as is street maintenance and snow removal. It is anticipated that there will be impact on Beatrice Public Schools as the townhouses may attract families with school-aged children, but this impact is expected to be minimal. This project will enable the Redeveloper to develop a residential development located on the Project Site, which may have some school-aged children, is unlikely to have a significant impact on the number of school aged children in the community.

The required public infrastructure improvements shall be constructed and installed as part of the Project, and paid for in part utilizing tax increment financing. The infrastructure constructed as part of the Project will materially benefit and serve the Project Site. Overall, the Project will have a substantial positive impact on the city's public infrastructure by facilitating the improvement of needed public infrastructure improvements.

b. Local Tax impacts (in addition to impacts of Tax Shifts described above):

The Project will create material tax and other public revenue for the City and other local taxing jurisdictions. The proposed improvement will increase property tax revenue for the

Property Site. The City would be unlikely to realize additional ad valorem taxes in the near future without the Project. While the use of tax increment financing will defer the receipt of a majority of new ad valorem real property taxes generated by the Project, it is intended to create long-term benefit and a substantial increase in property taxes to the City and other local taxing jurisdictions.

**3. Impacts on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project:**

It is not anticipated that this Project will have a material positive or negative impact on employers and employees of firms locating or expanding within the boundaries of the area of the redevelopment project.

**4. Impacts on other employers and employees within the City and the immediate area that is located outside of the boundaries of the area of the redevelopment project:**

The Project is not expected to have a material impact on private sector businesses in and around the immediate area outside the boundaries of the redevelopment project. TIF Financing can be used to reimburse the redeveloper for the costs of public space improvements which would otherwise be paid through tax revenue or special assessments that would burden adjacent property owners. The Project is anticipated to have a positive impact on other local area employers, as it will provide much-needed housing to attract and retain employees.

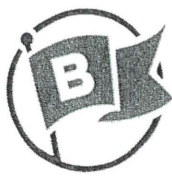
**5. Other impacts determined by the agency to be relevant to the consideration of costs and benefits arising from the redevelopment project:**

The Project furthers the implementation of the Redevelopment Plan and helps fund infrastructure improvements the City deemed important and necessary enough to enter into the Redevelopment Agreement. The CRA shall leverage up to One Million Three Hundred Thousand Dollars (\$1,300,000.00) in TIF to create approximately Fourteen Million Dollars (\$14,000,000.00) in direct development. The Redeveloper shall pay the costs of the private developments, and the public improvements will be paid by a combination of TIF proceeds and Developer obligations as set forth in the Redevelopment Agreement. Redeveloper shall be responsible for locating a lender to provide financing for Redeveloper's costs, including funding the TIF Indebtedness.

There are no other material impacts determined by the agency relevant to the consideration of the cost of benefits arising from the Project.

**6. Cost Benefit Analysis Conclusion:**

Based upon the findings presented in this cost benefit analysis, the benefits outweigh the costs of the proposed Project.



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**CITY HALL**

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Phone: 402.228.5200 Fax: 402.228.2312

**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

SCC Board of Governors  
Attn: Neal Stenberg, Chairperson  
8800 O St.  
Lincoln, NE 68520

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Neal:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



**STAKE  
YOUR  
CLAIM**

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**CITY HALL**

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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Southeast Community College  
Attn: Paul Illich  
8800 O Street  
Lincoln, NE 68520

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

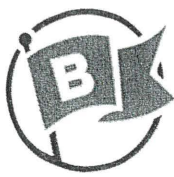
Dear Paul:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Lower Big Blue NRD  
Attn: Scott Sobotka, Manager  
805 Dorsey Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

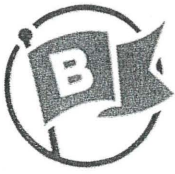
Dear Scott:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Lower Big Blue NRD  
Attn: Jason Pohlmann, Chairperson  
805 Dorsey Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

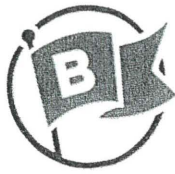
Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Erich Tiemann  
Gage County Board of Supervisors  
PO Box 429  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

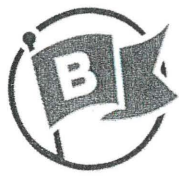
Dear Erich:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310

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October 21, 2025

Dawn Hill  
Gage County Clerk  
612 Grant Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Dawn:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



# BEATRICE

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**CITY HALL**

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**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Educational Service Unit #5  
Attn: Roger Smidt, President  
900 West Court Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Roger:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Educational Service Unit #5  
Attn: Brenda McNiff, Administrator  
900 West Court Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

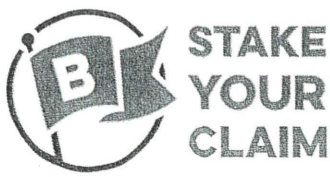
Dear Brenda:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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October 21, 2025

Board of Education  
School District #15  
Attn: Eric Trusty, President  
320 North 5<sup>th</sup> Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Eric:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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**SERVICE CENTER**

500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Beatrice Public Schools  
School District #15  
Attn: Jason Alexander  
320 North 5<sup>th</sup> Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

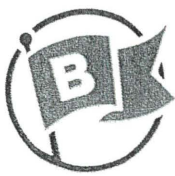
Dear Jason:

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Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter



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Phone: 402.228.5211 Fax: 402.223.5181

October 21, 2025

Gage County Agricultural Society  
Don Esau, President  
321 Logan Street  
Beatrice, NE 68310

RE: Consideration of Plan Modification 25-3 for the Development Plan of Development Area No. 13

Dear Don:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 13, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on November 3, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration Meeting Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska. The purpose of the hearings is to consider the adoption of a redevelopment plan modification and tax increment financing on a project on real property which will consist of All of Lot Five (5) and all of Outlots A and B, and a portion of Lot Six (6), all in Beatrice Retirement Village Addition to the City of Beatrice, Gage County, Nebraska, consisting of a portion of Parcel No. 010296706, and all of Parcel Nos. 010296707, and 010296705. Enclosed is a map of the area to be included in this redevelopment plan. Please feel free to contact me with any questions at (402) 228-5200 or [trivera@beatrice.ne.gov](mailto:trivera@beatrice.ne.gov).

Sincerely,

Taylor Rivera  
City Attorney

Enc: per letter

EXHIBIT "B"  
Site Plan







MEMORANDUM

**TO:** Mayor & City Council  
**DATE SUBMITTED:** October 29, 2025

**FROM:** Tobias J. Tempelmeyer  
City Administrator and General Manager  
**FOR AGENDA OF:** November 3, 2025

**SUBJECT:** DTR Grant Revocation - Schaefer  
**EXHIBIT(S):**

Mike Schaefer was awarded \$29,880 to repair and upgrade the marquee on the Cinema. Mike informed me this week that he no longer wants to move forward with this grant. Therefore, there is a resolution to terminate his grant and release him of his loan agreement. No grant funds were disbursed for this project.

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

**WHEREAS**, the City of Beatrice, Nebraska, a Municipal Corporation (“City”) was awarded grant funds from the Nebraska Department of Economic Development (“DED”) to be used for Downtown Revitalization (“DTR”); and

**WHEREAS**, the City decided to use the DTR grant funds to implement a Downtown Revitalization Improvement Program for the downtown area; and

**WHEREAS**, the City entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement (“Loan Agreement”) with Michael S. Schaefer and Shelley R. Schaefer, husband and wife (jointly as “Borrowers”), on October 7, 2024;

**WHEREAS**, Borrowers desire not to move forward with their project.

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

**SECTION 1.** That the Borrowers’ participation in the Beatrice Downtown Revitalization Improvement Program is hereby rescinded.

**SECTION 2.** That the Beatrice Downtown Revitalization Improvement Program Loan Agreement between the City of Beatrice and Borrowers is hereby rescinded.

**SECTION 3.** That the corresponding Promissory Note to said Loan Agreement is hereby released and terminated.

**SECTION 4.** That the corresponding Personal Guaranty for said Loan Agreement is hereby released and terminated.

**SECTION 5.** That the corresponding Deed of Trust for said Loan Agreement is hereby released and terminated.

**SECTION 6.** That all securities, guarantees, or obligations of the City and the Borrowers regarding the Loan Agreement are hereby terminated.

**SECTION 7.** That the Mayor and City Clerk are hereby authorized to execute the General Release, a copy of which is marked as Exhibit "A", and attached hereto and incorporated by reference.

**SECTION 8.** That the Mayor and City Clerk are hereby authorized to sign and execute any and all other documents necessary to release and discharge Borrowers along with their heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever, the City ever had or may have regarding the Loan Agreement.

**SECTION 9.** 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

**GENERAL RELEASE**

City of Beatrice, Nebraska, a Municipal corporation, 400 Ella Street, Beatrice, Nebraska, 68310, as RELEASOR, in consideration of the satisfactory completion and compliance with the conditions and covenants of the Loan Agreement, dated October 7, 2024, entered into by the RELEASOR and Michael S. Schaefer and Shelley R. Shaefer, husband and wife, jointly, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

Loan Agreement dated October 7, 2024;  
Promissory Note dated October 7, 2024;  
Personal Guaranty dated September 25, 2024; and  
Deed of Trust dated September 25, 2024, not recorded

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

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

IN WITNESS WHEREOF, the RELEASOR has executed this RELEASE on the \_\_\_\_ day of November, 2025.

Attest:

City of Beatrice, RELEASOR

\_\_\_\_\_  
Erin Saathoff, MMC, City Clerk

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

STATE OF NEBRASKA     )  
  ) ss.  
COUNTY OF GAGE        )

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

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

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

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

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

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

**WHEREAS**, Paul E. Riechers and Ann L. Riechers, husband and wife, applied to participate in the Downtown Revitalization Program for their building located at 509 Court Street, Beatrice, Nebraska; and

**WHEREAS**, the City of Beatrice desires to enter into an agreement to loan Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00) to Paul E. Riechers and Ann L. Riechers, as part of the Downtown Revitalization Program and CDBG Grant 23-DTR-002.

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

**SECTION 1.** That the Mayor, City Attorney, and the City Clerk be authorized to execute the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Paul E. Riechers and Ann L. Riechers, for a direct loan in the amount of Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00) from the City's CDBG Downtown Revitalization Grant (23-DTR-002) and to execute all other documents in accordance with the provisions of the same.

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

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

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

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

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2025, is entered into by and between Paul E. Riechers and Ann L. Riechers, husband and wife, (herein after jointly referred to as "Borrower") and City of Beatrice, Nebraska, a Municipal corporation ("Lender").

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

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

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

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

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

**PART I: THE LOAN**

**1.01 Purpose of Loan.**

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

The West Half (W ½) of Lot Four (4), Block Sixty-Three (63), Beatrice Original Town, now City of Beatrice, Gage County, Nebraska,

Commonly referred to as: 509 Court Street, Beatrice, Nebraska ("Property").

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

### **1.02 The Loan, Rate, and Draw Down**

Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, and Borrower agrees to borrow from the Lender the amount of Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00) at an interest rate of eight and one-half percent (8.5%) per annum.

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

### **1.03 The Term and Repayment.**

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

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

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

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

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

### **1.04 Security Position.**

Borrower shall execute a Promissory Note, Personal Guaranty, and Deed of Trust on property owned by Borrower naming Lender as Beneficiary. Said property is commonly referred to as 509 Court Street, Beatrice, Nebraska.

## **PART II: REPRESENTATIONS AND WARRANTIES.**

Borrower represents and covenants the following:

### **2.01 Duly Organized.**

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

### **2.02 Duly Authorized.**

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

### **2.03 Legally Binding Instruments.**

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

### **2.04 No Legal Suits.**

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

### **2.05 No Legal Authorization Needed.**

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

### **2.06 Not in Default.**

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

### **2.07 Taxes Are Paid.**

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

### **2.08 No Adverse Change.**

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

## **PART III. CONDITIONS OF LENDING.**

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

### **3.01 Execution and delivery of Note and Loan Agreement.**

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

### **3.02 Execution and Delivery of Other Documents.**

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

### **3.03 Omitted on Purpose.**

### **3.04 Omitted on Purpose.**

### **3.05 Governmental Approval.**

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

### **3.06 Approval of Others.**

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

#### **PART IV: AFFIRMATIVE COVENANTS OF BORROWER.**

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

##### **4.01 Payment of the Loan.**

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

##### **4.02 Payment of Other Indebtedness.**

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

##### **4.03 Maintain and Insure Property.**

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

##### **4.04 Pay All Taxes.**

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

##### **4.05 Omitted on Purpose.**

##### **4.06 Provide Financial Information.**

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

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

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

#### **4.07 Right to Inspection.**

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

#### **4.08 Null and Void Covenants.**

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

#### **4.09 Closing Costs.**

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

#### **4.10 Notice of Default.**

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

#### **4.11 Indemnification.**

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

#### **4.12 Expenses of Collection or Enforcement.**

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

#### **4.13 Omitted on Purpose.**

#### **4.14 Compliance With Law.**

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

#### **4.15 Environmental Protection Laws.**

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

#### **4.16 Omitted on Purpose.**

#### **4.17 Omitted on Purpose.**

#### **4.18 Omitted on Purpose.**

### **PART V: NEGATIVE COVENANTS OF BORROWER.**

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

#### **5.01 Encumber the Pledged Assets.**

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

## **5.02 Change Ownership.**

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

## **PART VI: EVENTS OF DEFAULT.**

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

### **6.01 Nonpayment of Loan.**

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

### **6.02 Nonpayment of Other Indebtedness.**

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

### **6.03 Incorrect Representation or Warranty.**

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

#### **6.04 Default in Covenants.**

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

#### **6.05 Voluntary Insolvency.**

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

#### **6.06 Involuntary Insolvency.**

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

#### **6.07 Omitted on Purpose.**

### **PART VII: MISCELLANEOUS**

#### **7.01 Waiver of Notice.**

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

#### **7.02 Amendments.**

Borrower and Lender or its Assigns reserves all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Loan Agreement, to amend or consent to or waive departure from the provisions of the Note and to release or otherwise deal

with any collateral security for payment of the Note provided, all such amendments must be in writing and executed by Lender or its Assigns, and Borrower.

### **7.03 Notices.**

All notices, consents, requests, demands and other communication will be in writing and will be deemed to have been duly given to a party if mailed to the Lender at 400 Ella Street, Beatrice, Nebraska 68310, and to Borrower 505 Court Street, Beatrice, Nebraska 68310.

### **7.04 Survival of Representations and Warranties.**

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

### **7.05 Successors and Assigns.**

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

### **7.06 Counterparts.**

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

### **7.07 Governing Law.**

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

### **7.08 Article and Section Headings.**

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

### **7.09 Effective Agreement.**

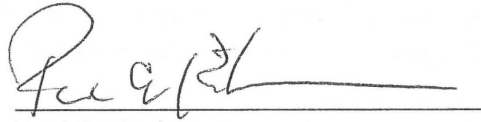
This agreement, together with the Note, Personal Guaranty, Deed of Trust, application or agreement incorporated herein by reference, comprises the complete and integrated agreement of the parties with regard to the subject matter hereof and supersedes all prior agreements, written or oral, with regard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

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

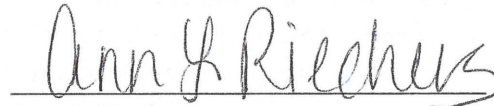
LENDER:  
THE CITY OF BEATRICE,  
NEBRASKA, a Municipal  
Corporation

BORROWER:

BY: \_\_\_\_\_  
Robert Morgan, Mayor

  
\_\_\_\_\_  
Paul E. Riechers

Attest:

  
\_\_\_\_\_  
Ann L. Riechers

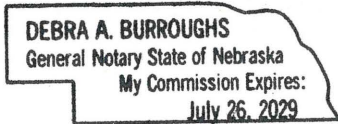
\_\_\_\_\_  
Erin Saathoff, City Clerk

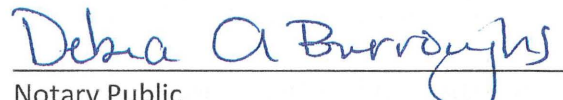
\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

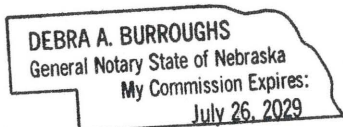
The foregoing instrument was acknowledged before me on this 31 day of October, 2025 by Paul E. Riechers, to be his voluntary act and deed.



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

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing instrument was acknowledged before me on this 31 day of October, 2025 by Ann L. Riechers, to be her voluntary act and deed.



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

**PROMISSORY NOTE**  
**PAUL E. RIECHERS & ANN L. RIECHERS**  
**DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM**

\$44,791.00

Beatrice, Nebraska

For Value Received, the undersigned, Paul E. Riechers and Ann L. Riechers, husband and wife, (all jointly hereafter known as the "Borrower"), promises to pay to the City of Beatrice, Nebraska, a Municipal Corporation, (the "Lender"), the principal sum of Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00), together with interest accruing at the rate of eight and one-half percent (8.5%) per annum on the remaining principal balance.

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

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

All payments and any notice to the City of Beatrice will be made at 400 Ella Street, Beatrice, Nebraska, 68310, or such other address as designated to the Borrower in writing. Any notice to the Borrower, will be given to the Borrower at the following address: 505 Court Street, Beatrice, Nebraska, 68310, or at such other address as the Borrower will have designated to the Lender in writing.

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

This Note is to be secured by the Loan Agreement, attached hereto and marked as Exhibit "A", and a Personal Guaranty of Paul E. Riechers and Ann L. Riechers and is subject to any additional terms therein.

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

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

The undersigned:

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

This Note and all provisions are binding on the Borrower, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise waive any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

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

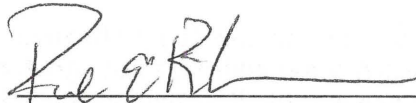
Forty-Four Thousand Seven Hundred Ninety-One Dollars (\$44,791.00) of the principal amount hereof results from a Downtown Revitalization Improvement Loan made to Borrower pursuant to a Loan Agreement, dated \_\_\_\_\_, 2025, among the Lender and Borrower, which Loan Agreement is attached hereto as Exhibit "A".

Dated and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

BORROWER:

BY: \_\_\_\_\_  
Robert Morgan, Mayor

  
\_\_\_\_\_  
Paul E. Riechers

Attest:

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

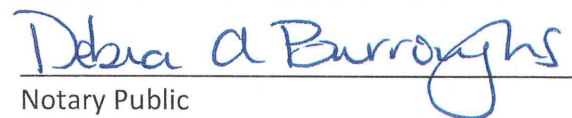
  
\_\_\_\_\_  
Ann L. Riechers

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing instrument was acknowledged before me on this 31 day of October, 2025 by Paul E. Riechers, to be his voluntary act and deed.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

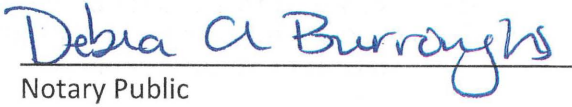
**DEBRA A. BURROUGHS**  
General Notary State of Nebraska  
My Commission Expires:  
July 26, 2029

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

The foregoing instrument was acknowledged before me on this 31 day of October, 2025 by Ann L. Riechers, to be her voluntary act and deed.

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

**DEBRA A. BURROUGHS**  
General Notary State of Nebraska  
My Commission Expires:  
July 26, 2029

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

**MEMORANDUM**

**TO:** Mayor & City Council

**DATE SUBMITTED:** October 30, 2025

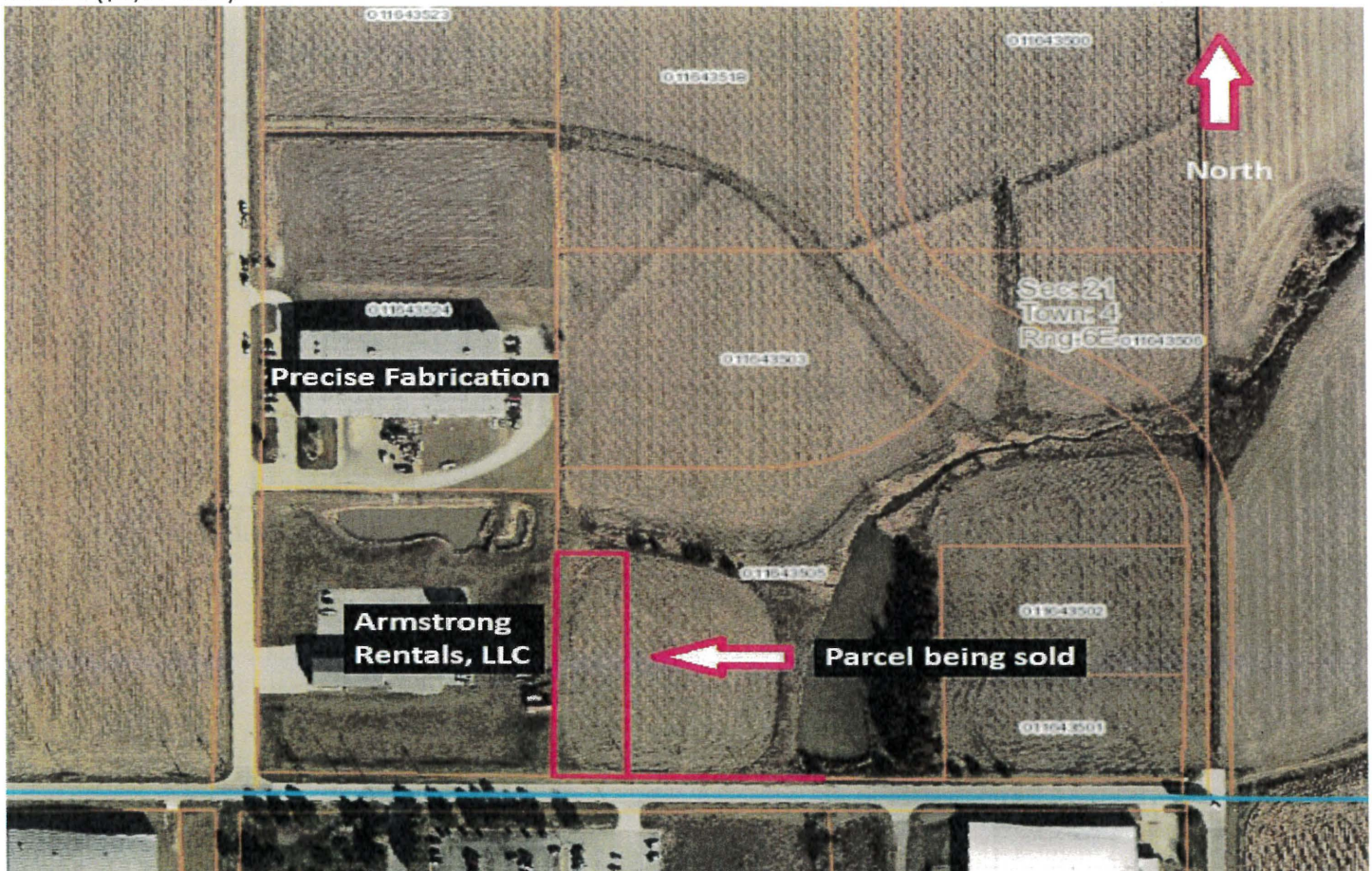
**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** November 3, 2025

**SUBJECT:** Sale of Real Estate – Armstrong Rentals, LLC

**EXHIBIT(S):** Contract

The City has received an offer from Armstrong Rentals, LLC to purchase Lot Four (4), Gage County Industrial Park Third Addition to the City of Beatrice, Gage County, Nebraska, Gage County Parcel No. 011643504. The total purchase price will be Twenty-Two Thousand Two Hundred Fifty-Five Dollars (\$22,255.00), representing the sum of the price per acre (\$14,000/acre for 0.92 acres, or \$12,880.00) and one half the cost of the JEO Drainage Study which was a total amount of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00); and therefore one half of the costs for said study is Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00).



**ORDINANCE NUMBER 25-\_\_\_**

An ordinance to convey real estate owned by the City of Beatrice, Nebraska; to provide for the terms of the sale thereof; to repeal conflicting ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

**SECTION 1.** That the real estate, more completely described as follows:

Lot Four (4), Gage County Industrial Park Third Addition to the City of Beatrice,  
Gage County, Nebraska,

is hereby ordered conveyed to Armstrong Rentals, LLC, a Nebraska limited liability company, herein "Purchaser," and the Mayor and City Clerk are hereby authorized and directed to execute a Deed to said Purchaser after passage, approval, and publication of this ordinance for three (3) consecutive weeks in a legal newspaper published in or of general circulation in such city immediately after the passage and publication of such ordinance, and deliver said deed to the Purchaser upon the passage of thirty-one (31) calendar days from the date of the passage and approval of this ordinance.

**SECTION 2.** That said property is hereby sold to said Purchaser in consideration of Twenty-Two Thousand Two Hundred Fifty-Five Dollars (\$22,255.00) and the City will receive cash or cashier's check for said real estate prior to the delivery of the Deed to Purchaser. The cost of title insurance shall be evenly split between the City and Armstrong Rentals, LLC.

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

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

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

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

**MEMORANDUM**

**TO:** Mayor & City Council

**DATE SUBMITTED:** October 30, 2025

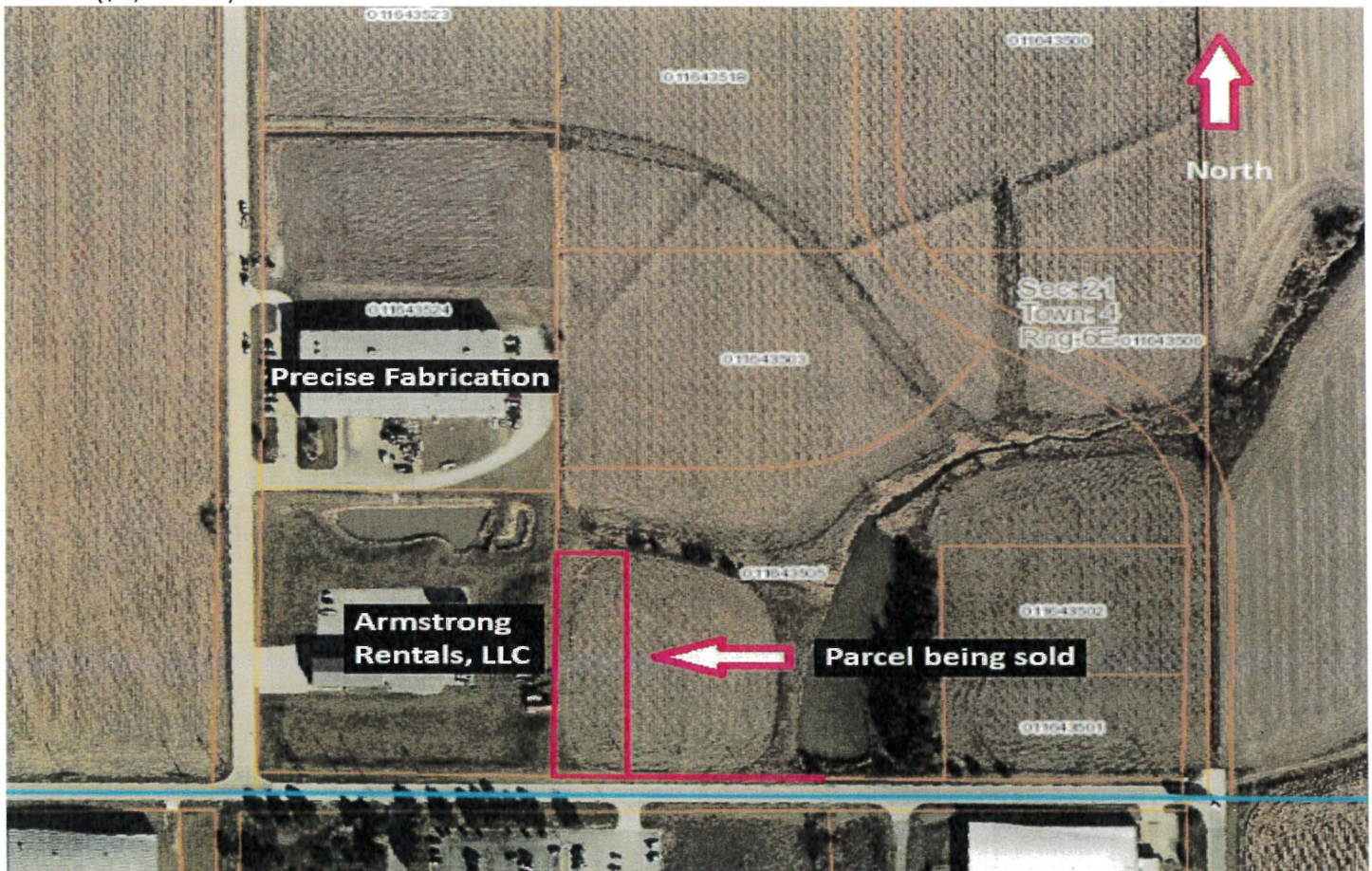
**FROM:** Taylor Rivera  
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RESOLUTION NUMBER \_\_\_\_\_

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Armstrong Rentals, LLC, a Nebraska limited liability company (“Purchaser”); and

**WHEREAS**, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of Twenty-Two Thousand Two Hundred Fifty-Five Dollars (\$22,255.00); and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to enter into a Contract for Sale of Real Estate with Purchaser.

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

**SECTION 1.** That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Sale of Real Estate and all necessary documents to transfer the following described real estate, pursuant to the terms, conditions, and contingencies contained in the Contract for Sale of Real Estate, to Armstrong Rentals, LLC:

Lot Four (4), Gage County Industrial Park Third Addition to the City of Beatrice,  
Gage County, Nebraska.

A copy of said Contract for Sale of Real Estate, marked as Exhibit “A”, is attached hereto and incorporated herein by this reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict here with 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

Exhibit "A"

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "Seller", and Armstrong Rentals, LLC, a Nebraska limited liability company, hereinafter referred to as "Buyer";

WITNESSETH:

**WHEREAS**, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

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

1. **LEGAL DESCRIPTION:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate legally described as follows, to-wit:

Lot Four (4), Gage County Industrial Park Third Addition to the City of Beatrice,  
Gage County, Nebraska,

subject to easements and restrictions of record.

2. **PURCHASE PRICE:** The total purchase price shall be Twenty-Two Thousand Two Hundred Fifty-Five Dollars (\$22,255.00), representing the sum of the price per acre (\$14,000/acre for 0.92 acres, or \$12,880.00) and one half the cost of the JEO Drainage Study which was a total amount of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00); and therefor one half of the costs for said study is Nine Thousand Three Hundred Seventy-Five Dollars (\$9,375.00), being due and payable from Buyer to Seller on the date of closing.

3. **IMPROVEMENTS:** There are no improvements upon the real estate.

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

5. **TAXES AND ASSESSMENTS:** Real estate taxes for the year 2024, and due in 2025 and all prior years shall be paid by Seller. Real estate taxes for all future years shall be paid by Buyer.

6. **POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.

7. **MARKETABLE TITLE:** Buyer or Seller may require a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title

Insurance commitment shall reflect insurable title in owner, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the other party at or prior to closing. The cost of said Title Insurance shall be evenly split between the parties Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record.

**8. RISK OF LOSS:** Seller shall bear all risks of loss from the time of the execution of this Agreement by the parties herein through date of closing.

**9. EXCISE TAX/FILING FEES:** This transaction is exempt from documentary stamp tax pursuant to Neb.Rev.Stat. Section 76-902(2). Buyer shall pay all filing fees associated with the filing of the Warranty Deed.

**10. WARRANTIES:** Buyer has had ample opportunity to inspect the premises. Buyer accepts the premises in their present condition, on an "as is" basis, and no warranties, express or implied, have been given as to the condition of the same, the same being expressly denied.

**11. INTEREST:** It is agreed that from the date of this Agreement until the date of closing that no interest shall be due from Buyer unto Seller.

**12. ESCROW:** Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

**13. ESCROW AGENT:** Seller and Buyer hereby appoint Taylor Rivera, as Escrow Agent pursuant to the terms of this agreement, to do the following:

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

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

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

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

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

(f) to collect a closing fee of \$0.00.

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

The duties of the Escrow Agent shall be confined to the items specifically provided herein. Should the Escrow Agent become aware of conflicting demands or claims with respect to the Escrow or the rights of any of the parties hereto, or any money or property deposited herein or

affected thereby, the Escrow Agent shall have the right to discontinue any further acts, until such conflict is resolved, and shall further have the right to commence or defend any action or proceedings for the determination of such conflict.

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

**15. CLOSING:** The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before November 28, 2025. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a check.

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

**17. DEFAULT:** Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept by Buyer, then Seller may declare default.

**18. ASSIGNABILITY:** This Contract may not be assigned by the Buyer. Buyer may not sell the real estate without the consent of Seller until all terms of this Agreement are satisfied.

**19. NOTICES:** Notices to Seller shall be given to Seller at the following address:

Taylor Rivera, 400 Ella Street, Beatrice, NE 68310.

Notices to Buyer shall be given to the respective Buyer at the following address:

Armstrong Rentals, LLC, 1250 Lakeview Lane, Beatrice, NE 68310.

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

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

**22. MISCELLANEOUS:** The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine.

**23. INTEREST:** It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

**24. WARRANTIES AND REPRESENTATIONS:** Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

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

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

ARMSTRONG RENTALS, LLC, a Nebraska  
limited liability company,



\_\_\_\_\_  
Joe Armstrong, Member

CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation, Seller

Attest:

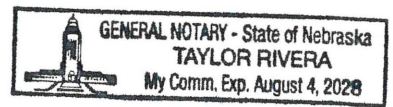
\_\_\_\_\_  
Erin Saathoff, MMC, City Clerk

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF Gage            )

The foregoing Contract for Sale of Real Estate was acknowledged before me this 30<sup>th</sup> day of October, 2025, by Joe Armstrong, Member, to be his voluntary act and deed on behalf of Armstrong Rentals, LLC, a Nebraska Limited Liability Company.

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



STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF GAGE            )

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

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

## Chamber – Main Street – NGage Merger

### City's Non-Negotiables

- Continue Contribution of Remaining \$150,000 + Our Half of the GCED Funds for Year 1
- Initial Board Membership:
  - 3 chosen by the current Chamber Board,
  - 3 chosen by the current Main Street Board,
  - 3 chosen by the current NGage Board,
  - 1 chosen by the Beatrice City Council, and
  - 1 chosen by the Gage County Board.
  - The City and County shall select the Board Chair.
- Finalize new funding agreement by 6/30/26 with metrics including:
  - Finalized vision and goals that encompass shared goals across the merged organization.
  - Retention Visits
  - Business and Industry Recruitment
    - Contacts,
    - Proposals,
    - Visits, and
    - Successes
  - Host Business Trainings and Workshops
  - Develop plans to recruit and support workforce needs
  - Assisting business and industry as needed
- New Board
  - Term Limits
  - No Nominating Committee
  - City has Preferential Voting Rights