

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, December 1, 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 November 17, 2025, as on file in the City Clerk's Office.
  - 3.e. Approval of Treasurer's Report of Claims in the amount of \$559,356.15.
  - 3.f. Approval of Envision Landscapes claims in the amount of \$80.00.
  - 3.g. Approval of BASWA Report of Claims in the amount of \$7,498.04.
  - 3.h. Approval of BPW Report of Claims in the amount of \$1,433,973.02.
  - 3.i. Approval of Pay Request #3 in the amount of \$170,056.20 to Building Crafts, Inc., for the WPC Grit Improvements project, as recommended by the Board of Public Works.
  - 3.j. Resolution Number 7673 entering into an Agreement with Viking Industrial Painting for the replacement of the existing PAX PWM 150 mixer in the South Water Tower located near South West Street and Mulberry Avenue, as recommended by the Board of Public Works.
  - 3.k. Resolution Number 7674 executing the Agreement Renewal to Maintenance Agreement No. 4 for the period of January 1, 2026 to December 31, 2026, and the Certificate of Compliance regarding all roadway snow removal and/or surface maintenance, with the Nebraska Department of Transportation (NDOT), as recommended by the Board of Public Works.
  - 3.l. Resolution Number 7675 executing the Annual Certification Form for the Nebraska Department of Transportation for the period of October 1, 2024 thru September 30, 2025.
  - 3.m. Resolution Number 7676 executing the Year-End Certification of City Street Superintendent form.
  - 3.n. Resolution Number 7677 appointing Jason Moore as the City's Certified City Street Superintendent.
4. **PUBLIC HEARINGS/BIDS**
  - 4.a. Public Hearing for the purpose of considering adoption of Plan Modification "25-4" to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)
  - 4.b. Public Hearing on the acquisition of real property Leseberg Properties, LLC, legally described as follows: Lots 1-3, 10-13, and the vacated alley adjacent

thereto, except the West 10 feet of Lot 3 and except the West 10 feet of Lot 10, all in Block 44, Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 015171000.

5. **RESOLUTIONS**

- 5.a. Resolution Number 7678 adopting Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)
- 5.b. Resolution Number 7679 executing a Contract for Sale of Real Estate and all necessary documents to acquire real estate from Leseberg Properties.
- 5.c. Resolution Number 7680 executing any and all documents necessary to release and discharge Lange Enterprises, LLC, regarding the Loan Agreements for the partial demolition of 411 Court Street.
- 5.d. Resolution Number 7681 executing the Service Agreement with Merchant McIntyre Associates (MM) for the purpose of retaining MM for services related to finding and applying for competitive and discretionary grants on behalf of the City.
- 5.e. Resolution Number 7682 executing the Agreement between the City and the Beatrice Humane Society, Inc., regarding the care, handling, and disposition of animals impounded by the City.
- 5.f. Resolution Number 7683 expressing support of the Plan of Merger between NGage and the Chamber.

6. **ORDINANCES**

- 6.a. Ordinance amending Section 19-9 of the Beatrice City Code regarding camping.
- 6.b. Ordinance conveying real estate owned by the City to Calvin J. Wearley.

7. **RESOLUTIONS**

- 7.a. Resolution Number 7684 executing a Contract for Sale of Real Estate with Calvin J. Wearley.

8. **PUBLIC FORUM**

9. **DISCUSSIONS/REPORTS** - None

10. **MISCELLANEOUS**

- 10.a. The next regular City Council meeting is December 15, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



**CITY OF BEATRICE, NEBRASKA**  
**MINUTES OF THE REGULAR CITY COUNCIL MEETING**  
**NOVEMBER 17, 2025**  
**6:00 P.M.**

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The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 17<sup>th</sup> day of November, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on November 12, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

**ROLL CALL**

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

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 November 3, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$2,937,748.04.
- f. Approval of BASWA Report of Claims in the amount of \$1,978,103.61.
- g. Approval of BPW Report of Claims in the amount of \$648,611.11.
- h. Approval of Pay Request #10 in the amount of \$514,944.67, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
- i. Approval of Pay Request #9 for \$641,131.20, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- j. Approval of Pay Request #10 in the amount of \$740,801.82, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- k. Approval of Change Order #3 regarding the time extension for the Substantial and Final Completion Dates and Pay Request #4 in the amount of \$277,195.84 to Van Kirk Brothers Contracting for the 2025 Corral Crossing Addition project.
- l. Approval of Pay Request #3 in the amount of \$154,591.68 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.

- m. Award of bid for the Ella Street, 2nd to 3rd Street Concrete Reconstruction Project - 2025 in the amount of \$426,609.15, to R.L. Tiemann Construction, as recommended by the Board of Public Works.
- n. Award of bid for the Heritage Heights Park Playground Improvements - 2025 to Play-Pro Recreation, LLC, in the amount of \$250,000.00.
- o. Approval of special designated license for Stone Hollow for an open house event on December 4, 2025, from 4:00 p.m. to 8:00 p.m. at 719 Market Street, Beatrice, Nebraska
- p. Resolution Number 7662 appointing Jessica Javorsky to the Beatrice Plus Advisory Committee.
- q. Resolution Number 7663 appointing David Painter as the Alternate position to the Beatrice Planning and Zoning Commission.
- r. Resolution Number 7664 reappointing Charles Hubka to the Beatrice Airport Advisory Board.
- s. Resolution Number 7665 granting permission to the Beatrice Area Chamber of Commerce and Gage County Tourism, and their designees, to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park, the Carnegie Building, the public parking lot just south of the Carnegie Building, and on 5th Street between High Street and the east-west alley between Ella Street and High Street as part of their Holiday Lighted Parade event on December 6, 2025.
- t. Resolution Number 7666 entering into a Public Consulting Group Emergency Services Agreement between the City and Public Consulting Group, LLC, to assist the City in analyzing and reporting costs to secure higher Medicaid reimbursement for the City's ambulance services.
- u. Resolution Number 7667 executing any and all documents necessary to accept the Urban & Community Forestry Grant program for the purpose of funding the Beatrice Tree Planting Initiative.
- v. Resolution Number 7668 submitting a letter to the Nebraska Department of Economic Development requesting a budget amendment to CDBG Agreement No. 24-PWI-002.

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

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

MOTION CARRIED.

n – Moved by McLain, seconded by Fairbanks, that the bid for the Heritage Heights Park Playground Improvements - 2025 to Play-Pro Recreation, LLC, in the amount of \$250,000.00, be approved, accepted, and/or ratified as presented.

Councilmember Fairbanks stated he pulled this item to thank the Public Properties Department for their work on the installation of the new playground equipment at various locations throughout the city, nothing he has heard many positive comments from the public.

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

MOTION CARRIED.

u – Moved by McLain, seconded by Ruh, that Resolution Number 7667 executing any and all documents necessary to accept the Urban & Community Forestry Grant program for the purpose of funding the Beatrice Tree Planting Initiative, be approved, accepted, and/or ratified as presented.

Councilmember Fairbanks asked Tobias J. Tempelmeyer, City Administrator/General Manager, for clarification on the Forestry Management Plan and Forestry Grant, as well as the funding sources. Tempelmeyer explained the City received a Forestry Grant last year which was used to complete the forest management plan and the mapping of trees within the City parks. The Urban & Community Forestry Grant being approved, which is a \$300,000 grant to be used for tree removal and plantings. Taylor Rivera, City

Attorney, noted this grant will be a better use for removals and plantings, allowing the City to expand on the forest management plan. Tempelmeyer noted the first grant will be amended to allow for additional mapping in order to map every tree within the right of way east of Highway 77. Councilmember Eckhoff inquired what area the trees will be planted and Tempelmeyer noted Mark Pethoud, Public Properties Director, has identified areas utilizing the previous mapping and forestry plan. Councilmember Barnard inquired if the City still has a nursery and Tempelmeyer stated the City has not had one (1) for some time.

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

MOTION CARRIED.

### **PUBLIC HEARINGS/BIDS**

#### **Public Hearing for the purpose of considering the proposed One- and Six-Year Road and Street Plan for 2026**

Mayor Morgan announced that the public hearing will now be held for the purpose of considering the proposed One- and Six-Year Road and Street Plan for 2026.

James Burroughs, City Engineer, presented the One- and Six -Year Road and Street Plan for 2026 to the Council. Burroughs explained this Plan lays out what street projects will be completed, as required by the State, in order to receive the State funding which is based on total lane miles of the City. Burroughs reviewed the Streetlogix program that obtained roadway conditions of all streets and roadways in Beatrice in 2019 and again this year. Streetlogix provides a Pavement Condition Index (PCI) and the City's overall PCI for Beatrice is 74/100. Burroughs noted the 2025 PCI should be available within sixty (60) days. Burroughs stated it would cost approximately \$27 million to repair all the streets to a good status.

Projects for Year One (1) include the three-inch (3") mill and overlay project along Highway 136, 1<sup>st</sup> Street to 19<sup>th</sup> Street, which will be fully funded by the Nebraska Department of Transportation (NDOT). Another project is Ella Street, 2<sup>nd</sup> to 3<sup>rd</sup>, which will replace the brick street with concrete, also includes landscaping, and both angle and diagonal parking. A seven-inch (7") concrete reconstruction project on 7<sup>th</sup> Street, Arthur to Monroe, will also take place. Burroughs stated Jefferson Street, 25<sup>th</sup> to Sunridge Drive, will be extended, which will allow six (6) residential lots to be developed, four (4) of which are owned by the City and two (2) are owned by a developer. The Corral Crossing and Heritage Heights street infrastructure are also included in Year One (1), as well as \$32,500 each for armor coating and asphalt sealing.

Year Two (2) will consist of the \$9.36 million State project to mill and overlay Highway 77, from Beatrice Concrete's drive to Industrial Row. It is unknown at this time what the City's cost share will be. Burroughs noted as previously discussed, this portion will likely be converted from four (4) lanes to three (3) lanes, however, the width will remain as it is currently. Burroughs noted if the State leaves Highway 77 as a four (4) lane, the City's share of total project cost is an estimated \$6 million and by changing to three (3) lanes the cost would be reduced to approximately \$500,000. Councilmember Ruh noted he has heard from multiple businesses that they are against this change. Burroughs explained although there are currently four (4) lanes, it functions much like three (3) lanes now, and it is possible amenities such as right turn lanes may be added in some areas. Councilmember Fairbanks noted one (1) thing to remember is this is not the City's street and the decision will ultimately be made by NDOT. Councilmember Hydo noted the cost savings would outweigh the potential of slower traffic. Councilmember Ruh inquired where the highway will switch from four (4) lanes to three (3) lanes and Burroughs stated the transition will likely occur at Dorsey Street. Mayor Morgan noted this proposed change was a recommendation from the Safe

Streets for All plan, which is in the best interest for the lives of our constituents. Burroughs stated \$725,000 has been earmarked for concrete reconstruction projects to be determined based on the Streetlogix PCI findings. A total of \$22,500 each has been budgeted for armor coating and asphalt sealing projects. Councilmember Eckhoff inquired how much more life the street will have from armor coating or asphalt sealing and Burroughs noted it depends on when it is applied and the condition of the street, however, it could potentially prolong the life by five (5) years. Burroughs explained armor coat and asphalt sealing does not add any type of structural component and if the foundation of the road is not in good condition, eventually the road will fall apart. Moore noted these processes are the best option for the City to help maintain the streets. Councilmember McLain inquired if the Highway 77 bridge will be repaired during the State's project and Burroughs noted he does not believe it will be a complete replacement, as the proposed total for bridge improvements is \$3.7 million. Burroughs noted there is always a possibility the State could push this project back at any time, due to it being such a large-scale project.

Burroughs explained in Year Three (3) through Year Six (6), the Lincoln Street Reconstruction project has been slated, based on the JEO study performed a couple years ago. Burroughs noted the Highway 136 Relocation project will begin, which could take up to five (5) years, and will be followed by the Court Street Beautification project. Burroughs provided a list of future projects totaling an estimated \$25.6 million. Burroughs noted it is helpful to have a list of projects ready for potential grant opportunities.

Mayor Morgan inquired if anyone from the public wished to comment, and no one came forward.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 6:50 p.m.

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

Nay: None

MOTION CARRIED.

## RESOLUTIONS

### **Resolution Number 7669 adopting the One- and Six-Year Road and Street Plan for 2026, as recommended by the Board of Public Works**

Mayor Morgan introduced Resolution Number 7669 adopting the One- and Six-Year Road and Street Plan for 2026, as recommended by the Board of Public Works.

Moved by McLain, seconded by Barnard, that Resolution Number 7669 be passed and adopted.

There was no further discussion by the Council or public.

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

Nay: None

MOTION CARRIED.

**RESOLUTION NUMBER 7669 – Passed and Adopted – adopting the One- and Six-Year Road and Street Plan for 2026, as recommended by the Board of Public Works**

*Incorporated into the Minute Record by Reference*

**Resolution Number 7670 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Jeffrey B. Hubka and Shelli K. Hubka, for a direct loan in the amount of Sixty-Nine Thousand Nine Hundred Nine Dollars (\$69,909.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002**

Mayor Morgan introduced Resolution Number 7670 executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Jeffrey B. Hubka and Shelli K. Hubka, for a direct loan in the amount of Sixty-Nine Thousand Nine Hundred Nine Dollars (\$69,909.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002.

Moved by McLain, seconded by Barnard, that Resolution Number 7670 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this project is for improvements at 508 Court Street, owned by Jeff Hubka. The project will consist of roof repairs and tuck pointing. Tempelmeyer noted these projects are issued as a forgivable loan because the property owner must retain the improvements for five (5) years as required by the CDBG guidelines. If the owner follows these guidelines, the loan will be forgiven. If the owner does not retain the improvements for five (5) years, the City will be required to pay the entire balance back to the State, and the City will then use the collateral to collect our funds.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7670 – Passed and Adopted** – executing the Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City of Beatrice and Jeffrey B. Hubka and Shelli K. Hubka, for a direct loan in the amount of Sixty-Nine Thousand Nine Hundred Nine Dollars (\$69,909.00) from the City's CDBG Downtown Revitalization Grant 23-DTR-002

*Incorporated into the Minute Record by Reference*

**Resolution Number 7671 executing the First Amendment to the Contract for Sale of Real Estate with Hoppe & Son, LLC, in order to extend the closing date from December 31, 2025 to August 7, 2026**

Mayor Morgan introduced Resolution Number 7671 executing the First Amendment to the Contract for Sale of Real Estate with Hoppe & Son, LLC, in order to extend the closing date from December 31, 2025 to August 7, 2026.

Moved by McLain, seconded by Barnard, that Resolution Number 7671 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the City currently has an Agreement with Hoppe for Hoppe to purchase the lot located on the south side of the Stoddard building. The closing was originally set for December, however, Hoppe has requested the closing date be pushed back to August 2026, to ensure all grant documents are signed.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7671 – Passed and Adopted** – executing the First Amendment to the Contract for Sale of Real Estate with Hoppe & Son, LLC, in order to extend the closing date from December 31, 2025 to August 7, 2026

*Incorporated into the Minute Record by Reference*

**Resolution Number 7672 executing the acknowledgment from the P3 Foundation memorializing the agreement between the City and AF-18R-Lincoln, LLC, regarding the setting aside four (4) scholarships for qualifying students from Beatrice**

Mayor Morgan introduced Resolution Number 7672 executing the acknowledgment from the P3 Foundation memorializing the agreement between the City and AF-18R-Lincoln, LLC, regarding the setting aside four (4) scholarships for qualifying students from Beatrice.

Moved by McLain, seconded by Barnard, that Resolution Number 7672 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is the Agreement with P3 Foundation in which there will be four (4) scholarships for college students from Beatrice annually. Tempelmeyer noted students do not have to attend UNL in order to qualify for the scholarship, however, there are some income qualifications. Councilmember Eckhoff inquired how long the Agreement is for and Tempelmeyer stated it is good for the term of the bonds, which is approximately thirty (30) years. Councilmember Hydo asked that the City provide information to the Beatrice Public High School so students are aware of this opportunity. Councilmember Ruh inquired what the income guidelines are and Tempelmeyer stated he was unsure, however, in order for P3 to retain their tax-exempt status, they have to have that set aside as part of their stipulations. Tempelmeyer noted the amounts are not set out in the Agreement, as they change each year. Mayor Morgan noted with the cost of college education and the FASFA that is submitted, there should be no reason at least four (4) students from Beatrice will qualify for the scholarships.

Councilmember Doyle stated he would like the resolution to be amended to include the word “annually” for the four (4) scholarships. Councilmember Doyle also noted he would like to receive a letter from P3 annually regarding the scholarships issued.

Moved by Doyle, seconded by Fairbanks, that Resolution Number 7672 be amended to read:

“Resolution Number 7672 executing the acknowledgment from the P3 Foundation memorializing the agreement between the City and AF-18R-Lincoln, LLC, regarding the setting aside four (4) scholarships annually for qualifying students from Beatrice”

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

MOTION CARRIED.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7672 – Passed and Adopted** – executing the acknowledgment from the P3 Foundation memorializing the agreement between the City and AF-18R-Lincoln, LLC, regarding the setting aside four (4) scholarships annually for qualifying students from Beatrice  
*Incorporated into the Minute Record by Reference*

### ORDINANCES

There were no ordinances.

### PUBLIC FORUM

No one appeared during public forum.

### DISCUSSIONS/REPORTS

#### City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report to the Council. Tempelmeyer noted the paving at Corral Crossing is wrapping up and the next phase will be the installation of electricity. Tempelmeyer noted the contractor has begun pouring concrete at Heritage Heights. An open house for the new Landfill will be held in December. Tempelmeyer noted the Taxiway project is anticipated to be wrapped up by December 4<sup>th</sup>, and bids for the hangar project are due back November 20<sup>th</sup>. Tempelmeyer noted the runway lighting project has begun.

Councilmember Fairbanks inquired if the drone with night vision capabilities will still be purchased if not enough donations are received. Chief Murphy noted he believes the Department will receive enough in donations to cover the purchase of the drone, which is not anticipated to be as expensive as originally believed.

Councilmember McLain inquired if any penalties will be assessed on the runway project. Tempelmeyer noted the liquidated damages are \$1,000 per day, per phase, and the total project is now forty-four (44) days late.

### ADJOURNMENT

The next regular City Council meeting is December 1, 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 7:09 p.m.

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

MOTION CARRIED.

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

Waste Agnc, Re, \$70,733.84; Beatrice Community Hospital, Se, \$525.00; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$328.60; Beatrice Mechanical Serv Inc, Se, \$1,039.12; Beatrice Ready Mixed, Su, \$6,168.28; Beatrice Sand And Gravel, Su, \$681.16; Board Of Public Works, Re, \$8,799.68; Bomgaars Supply Inc, Su, \$219.52; Bound Tree Medical Llc, Su, \$438.93; Building Tech Inc, Ex, \$6,555.08; Canned Hams Inc, Fe, \$875.00; Cardmember Service, Se, Su, \$13,188.93; Carroll Distributing And Const Supply In, Su, \$1,240.00; Charter Communications, Se, \$536.83; City Motor Supply, Su, \$260.95; City Self Insured Health Plan, Re, \$313,600.00; City Treas. Petty Cash, Re, \$37.50; City Treasurer, Re, \$397,932.43; Cleargov Inc, Su, \$6,020.00; Column Software Pbc, Fe, \$318.44; Cps Hr Consulting, Su, \$155.00; Daniels, Dalton, Re, \$32.49; Datashield Corporation, Se, \$109.06; Designwear, Inc, Su, \$291.00; Diode Communications, Se, \$524.48; Echo Group, Inc, Su, \$287.13; Endicott Clay Products Company, Su, \$325.00; Engineering Unlimited, Inc, Su, \$20.35; Farmers Cooperative, Su, \$15,555.03; Feld Fire, Su, \$2,926.00; First National Bank Of Omaha, Su, \$50.00; First State Bank, Re, \$14,111.12; Forvis Mazars, Se, \$6,000.00; Gage County Court, Fe, \$259.00; Gage County Register Of Deeds, Fe, \$36.00; Galls Llc, Su, \$518.67; Genesis Contracting Group Llc, Ex, \$514,944.67; George Ulrick Iii Forklift Service, Se, Su, \$1,887.42; Hometown Leasing, Se, \$463.31; Hotsy Equipment Co, Su, \$103.32; Huls Body Shop Inc, Se, \$200.00; Intermedia.Net Inc, Se, \$9.95; Interstate Power Systems, Inc, Se, Su, \$15,132.62; Jefferson County Ema, Su, \$7,564.41; Jeo Consulting Group Inc, Ex, \$47,260.40; John Simpson, Re, \$777.68; Johnny's Welding Inc, Su, \$18.62; Johnstone Supply, Su, \$146.27; Justin Wollenburg, Se, \$1,568.89; Lamer, Spencer, Re, \$60.16; Lampton Welding Supply Co., Inc, Su, \$954.17; Larry Riens, Re, \$500.00; Larry's Tire And Service Inc, Se, \$45.00; Lerner Publishing Group, Ex, \$12.99; Macqueen Equipment Llc, Su, \$2,496.67; McCormick, Joe, Re, \$33.50; McGill Asbestos Abatement Llc, Ex, \$68,950.00; Mead Lumber And Rental-Beatrice, Su, \$788.81; Meininger Fire Protection Inc, Se, \$255.00; Midwest Laboratories Inc, Se, \$19,400.30; Murphy, Jay, Re, \$347.91; Nebraska Dept. Of Revenue, Fe, \$177.99; Nebraska Salt And Grain, Su, \$1,655.33; Nmc, Inc, Su, \$1,327.23; Norris Public Power District, Se, \$1,178.06; O'reilly Auto Parts, Su, \$1,139.03; Outdoor Solutions, Su, \$280.00; Paymentech, Fe, \$1,070.56; Pinnacle Bank, Re, \$23,051.55; Playpower Lt Farmington Inc, Ex, \$200,586.00; Premier Mower & Powersports Llc, Su, \$97.93; Pruss Excavation Co, Ex, \$1,381,933.02; Randy Revis, Se, \$297.00; Rdo Truck Center Co, Su, \$431.11; Ricoh Usa, Inc, Se, \$120.16; Roehr's Machinery Inc, Su, \$118.09; Sack Lumber Company, Su, \$48.27; Sapp Brothers, Su, \$10,610.42; Schuster's Outdoor And Rv Inc, Se, Su, \$3,944.43; Sheridan Industries, Se, \$72.00; Siteone Landscape Supply, Llc, Su, \$1,036.91; Streetscan Usa Inc, Se, \$19,989.00; Sunny Smith, Se, \$900.00; Tractor Supply, Su, \$49.98; Transunion Risk And Alternative, Se, \$100.00; Trittech Software Systems, Se, \$4,759.04; Truck Center Companies, Su, \$800.88; Tsys Merchant Solutions, Fe, \$2,447.65; Urgent Care Clinic Of Lincoln, Se, \$1,352.00; Van Kirk Sand & Gravel Inc, Ex, \$431,787.52; Visa, Se, Su, \$2,816.54; Vogts Parga Construction Llc, Ex, \$1,209,395.10; Walker Uniform Rental, Se, \$155.11; Westlake Ace Hardware, Su, \$1,237.64; Whofi, Se, \$205.00; Windstream, Se, \$769.87; Witmer Public Safety Group, Inc, Su, \$690.60; World Archives Holdings Llc, Fe, \$68.33; Wps Government Health Administrators, Re, \$1,111.64; Xpress Bill Pay, Fe, \$551.40

**BPW Claims approved as follows:** (Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies): Auto Shop, Inc., Se, Su, \$133.41; Baswa, Fe, \$11,886.50; Beatrice Iron And Metal, Su, \$17.45; Beatrice Ready Mixed, Su, \$2,003.85; Bletscher, Brad, Se, \$1,200.00; Bomgaars Supply Inc, Su, \$83.44; Border States Industries, Inc, Su, \$2,976.95; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$7,806.00; Bpw - General, Su, \$10,000.00; Bpw - Utilities, RS, \$24,807.08; Cintas Loc 749, Se, \$78.16; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$262.92; City Treasurer, Re, \$250,929.79; Collection Associates Llc, Se, \$296.19; Column Software Pbc, Se, \$13.59; Core And Main, Su, \$101.16; Datashield Corporation, Se, \$54.53; Diode Technologies Llc, Se, \$8,478.09; Dvorak Law Group Llc, Fe, \$65.00; Echo Group, Inc., Su, \$382.34; Employee Benefit Account, Re, \$103,600.00; Farmers Cooperative, Su, \$4,141.16; Ge Software Inc, Se, \$80.00; Grainger, Su, \$353.37; Hamm Glass Inc, Se, \$195.00; Hotsy Equipment, Se, Su, \$436.03; Lampton

Welding Supply, Su, \$268.74; Landis And Gyr Technology, Inc., Se, \$3,645.00; Lincoln Winwater Works, Su, \$4,730.00; Macqueen Equipment Llc, Su, Se, \$1,991.33; Mark & Karla Suer, Fe, \$7,000.00; Mead Lumber Company, Su, \$95.29; Midwest Laboratories, Inc., Se, \$1,108.30; Midwest Unlimited, Llc, Su, \$131.70; Ne Rural Water Association, Fe, \$550.00; Nebraska Public Power District, Se, \$22,556.48; Noakes, Inc., Se, \$252.05; Norris Public Power District, Se, \$4,847.51; Olsson, Inc., Se, \$885.01; One Call Concepts, Inc., Se, \$190.93; O'reilly Automotive, Inc., Su, \$456.46; Quadient Leasing Usa Inc, Se, \$3,790.78; Sapp Bros. Petroleum, Inc., Su, \$5,466.17; Surnali Llc, Se, \$65.00; Tractor Supply Company, Su, \$9.19; Trojan Technologies Corp, Su, \$28,550.47; Tyndale Company, Inc., Su, \$1,139.36; Usa Bluebook, Su, \$513.45; Utility Transformer Brokers, Llc, Su, \$32,975.00; Visa, Su, Se, \$16,413.10; Westlake Hardware, Inc., Su, \$197.51; Wrightsman Plbg, Heat And Cool, Inc., Su, \$71.37

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
1030	BEATRICE PUBLIC SCHOOLS	2025 FOOD DRIVE - NOV	Janet McGrury - 2025 Food Drive - pd to BPD s/b BP	11/25/2025	100.00
9400	UnitedHealthcare	REFUND 23-1647	Refund Call #23-1647	11/18/2025	520.81
Total :					620.81
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. OCT25	Reimb BPW Utilities- Oct25	11/06/2025	1,000.00
1030	BEATRICE PUBLIC SCHOOLS	LIQUOR LIC FEE - OCT25	Liquor License Fee - School Share Oct25	11/25/2025	4,200.00
12585	BHHC	02PRM121655-02-2026	1908 Lincoln Policy	11/20/2025	2,102.00
12490	COLUMN SOFTWARE PBC	7FF24556-0575	Notice of Public Hearing - CC - Plan Mod 25-4	10/22/2025	56.25
12490	COLUMN SOFTWARE PBC	7FF24556-0576	Notice of CRA Mtg - 11/21/2025	10/23/2025	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0582	Ord 25-36	11/04/2025	102.72
12490	COLUMN SOFTWARE PBC	7FF24556-0585	Notice of Public Hearing - CC - Leseberg Prop Acquis	11/13/2025	13.59
12490	COLUMN SOFTWARE PBC	7FF24556-0586	CC Minutes - 11/3/25	11/14/2025	176.69
2940	Eakes, Inc.	9240243-0	150) binder cover w/prong	11/20/2025	1,195.50
2940	Eakes, Inc.	9240243-0	Clasp envelope, legal pad, calculator ribbon, inkjoy p	11/20/2025	407.50
4670	JEO CONSULTING GROUP INC	165539	Public engagement f/SS4A ADA Transition Plan	10/23/2025	1,988.00
4670	JEO CONSULTING GROUP INC	166311	Public engagement f/SS4A ADA Transition Plan	11/20/2025	2,982.00
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2025-12	Federal Funding Opportunities - Monthly Services - J	11/15/2025	8,000.00
12005	TriZetto Provider Solutions	4G14112500	Electronic Claims - 184 - October 2025	11/01/2025	113.71
Total ADMINISTRATION:					22,346.45
<b>COMMUNITY DEVELOPMENT</b>					
1350	BOARD OF PUBLIC WORKS	1417.40-CD-OCT25	53.82 gal Unleaded @ 2.489	10/31/2025	133.96
Total COMMUNITY DEVELOPMENT:					133.96
<b>POLICE ADMINISTRATION</b>					
1440	BRAGG, ROBERT	913229	Animal Control Services	11/21/2025	6,000.00
2940	Eakes, Inc.	9235308-0	manilla envelopes	11/11/2025	23.99
Total POLICE ADMINISTRATION:					6,023.99
<b>POLICE COMMUNICATIONS</b>					
11495	APCO International	1203307	2026 APCO Membership Dues	10/09/2025	391.00
11267	DAS STATE ACCTG-CENTRAL FINANC	1501700	TELETYPE- October 2025	11/13/2025	45.00
2620	FIRST WIRELESS INC.	131990	Service contract annual maintenance	11/30/2025	874.53
2620	FIRST WIRELESS INC.	132003	Tower Rental	11/30/2025	165.00
3025	Language Line Services	11744199	Interpretation access line - October 2025	10/31/2025	106.02
11496	Tyler Technologies, Inc.	130-159869	Annual Maintenance - 11/1/25 - 10/31/26	10/01/2025	70,481.49
11496	Tyler Technologies, Inc.	AMENDMENT 11182025	Amendment credit f/Annual Maintenance - 11/1/25 - 1	11/18/2025	10,908.74-
11496	Tyler Technologies, Inc.	CI100-00227431	Brazos Server hosting - 12/01/2025 - 11/30/2026	11/01/2025	718.45
Total POLICE COMMUNICATIONS:					61,872.75
<b>POLICE PATROL</b>					
890	BEATRICE COMMUNITY HOSPITAL	330167537200	In-Custody Service	11/25/2025	978.17
980	BEATRICE IRON AND METAL CO	110225	Labor - windshield chip repair	11/14/2025	40.00
1350	BOARD OF PUBLIC WORKS	1417.20-PD-OCT25	1,056.47 gal Unleaded @ 2.459	10/31/2025	2,597.86
12679	CLEAN SLATE FOOD CO	11132025	Heavy Duty steel cart	11/13/2025	300.00
3720	GALLS LLC	033223548	1) uniform boot	11/20/2025	130.81
8830	NEBRASKA PUBLIC HEALTH ENVIRON	597042	1) Blood Alcohol test	11/12/2025	105.00
6800	NORTHEAST AUTO	10793	TOW - Case #25-10734	11/10/2025	200.00
7590	PRECISION AUTO TUNE INC.	2267	Labor - R&R water pump f/13 Interceptor	10/31/2025	905.80

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7590	PRECISION AUTO TUNE INC.	2267	Supplies - water pump, timing chain, gasket cover set	10/31/2025	562.47
7590	PRECISION AUTO TUNE INC.	2267	Labor - R&R control arm & ball joint f/13 Interceptor	10/31/2025	83.87
7590	PRECISION AUTO TUNE INC.	2267	Supplies - lower control arm, ball joint f/13 Interceptor	10/31/2025	277.27
7590	PRECISION AUTO TUNE INC.	2267	Labor - LOF f/13 Interceptor	10/31/2025	12.00
7590	PRECISION AUTO TUNE INC.	2267	Supplies - 6) oil f/13 Interceptor	10/31/2025	29.64
7590	PRECISION AUTO TUNE INC.	2267	Hazmat fee f/13 Interceptor	10/31/2025	20.00
7590	PRECISION AUTO TUNE INC.	2267	Shop supplies f/13 Interceptor	10/31/2025	42.50
7590	PRECISION AUTO TUNE INC.	2293	Labor - LOF f/21 Interceptor	10/24/2025	12.00
7590	PRECISION AUTO TUNE INC.	2293	Supplies - 6) oil f/21 Interceptor	10/24/2025	21.54
7590	PRECISION AUTO TUNE INC.	2293	Hazmat fee f/21 Interceptor	10/24/2025	.50
7590	PRECISION AUTO TUNE INC.	2293	Shop supplies f/21 Interceptor	10/24/2025	3.02
7590	PRECISION AUTO TUNE INC.	2346	Labor - R&R water pump f/21 Interceptor	11/06/2025	218.06
7590	PRECISION AUTO TUNE INC.	2346	Supplies - water pump f/21 Interceptor	11/06/2025	496.75
7590	PRECISION AUTO TUNE INC.	2346	Labor - LOF f/21 Interceptor	11/06/2025	12.00
7590	PRECISION AUTO TUNE INC.	2346	Supplies - 6) oil f/21 Interceptor	11/06/2025	21.54
7590	PRECISION AUTO TUNE INC.	2346	Labor - R&R brakes f/21 Interceptor	11/06/2025	125.81
7590	PRECISION AUTO TUNE INC.	2346	Supplies - 2) brake pad set f/21 Interceptor	11/06/2025	212.97
7590	PRECISION AUTO TUNE INC.	2346	Hazmat fee f/21 Interceptor	11/06/2025	16.70
7590	PRECISION AUTO TUNE INC.	2346	Shop supplies f/21 Interceptor	11/06/2025	75.90
Total POLICE PATROL:					7,502.18
<b>FIRE ADMINISTRATION</b>					
12678	JONES, NOAH	REIMB OCT25	Reimb - Registration f/Firefighter Survival Conf	10/20/2025	150.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV774717	Shipping	11/04/2025	17.80
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776379	Shipping	11/06/2025	18.09
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776916	Shipping	11/07/2025	20.16
Total FIRE ADMINISTRATION:					206.05
<b>FIRE SUPPRESSION</b>					
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-OCT25	108.654 gal Diesel @ 2.675	10/31/2025	290.65
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-OCT25	59.63 gal Unleaded @ 2.459	10/31/2025	146.63
2010	CITY MOTOR SUPPLY	913466	headlight bulb f/FC2	11/12/2025	21.99
3960	GRAINGER	9662225540	vehicle backup alarm	10/02/2025	52.75
11867	MacQueen Equipment LLC	P57634	3" letters f/bunker coat - "K. TYSER"	11/07/2025	354.64
12432	The Overhead Door Co of Lincoln Inc	53115	garage door opener	11/06/2025	64.25
9730	WALKER UNIFORM RENTAL	1439609	Shop towel service	11/13/2025	26.70
9760	Westlake Ace Hardware	10358173	5) clamp	11/06/2025	16.15
9760	Westlake Ace Hardware	10358244	1) 9" x 6" step drill bit	11/12/2025	53.99
9760	Westlake Ace Hardware	10358244	16-pc) drill bit set	11/12/2025	20.69
9760	Westlake Ace Hardware	10358244	Key	11/12/2025	3.59
12465	WITMER PUBLIC SAFETY GROUP, INC	INV774717	1) uniform boot	11/04/2025	170.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776379	2) uniform pant	11/06/2025	200.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776916	3) firefighting gloves	11/07/2025	359.97
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776916	3) extrication gloves	11/07/2025	215.97
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776916	3) safety vests	11/07/2025	154.77
12465	WITMER PUBLIC SAFETY GROUP, INC	INV776916	2) streamlight flashlights	11/07/2025	139.98
12465	WITMER PUBLIC SAFETY GROUP, INC	INV777932	2) uniform shirt	11/10/2025	154.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV779733	4) uniform shirt	11/12/2025	308.00
Total FIRE SUPPRESSION:					2,754.72
<b>FIRE AMBULANCE</b>					
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-OCT25	385.55 gal Diesel @ 2.675	10/31/2025	1,031.34
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-OCT25	447.42 gal Unleaded @ 2.489	10/31/2025	1,113.63
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-OCT25	156.587 gal Unleaded @ 2.459	10/31/2025	385.05

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1420	BOUND TREE MEDICAL LLC	85995078	3) epinephrine	11/14/2025	572.97
1420	BOUND TREE MEDICAL LLC	85995078	1) albuterol	11/14/2025	10.35
2040	CITY TREAS. PETTY CASH	P-CASH 12-01-2025	14) Meal - OTT	11/25/2025	100.84
Total FIRE AMBULANCE:					3,214.18
<b>PUBLIC PROPERTIES</b>					
870	Beatrice Ready Mixed	1B 52276	3.89 tn) limestone screenings f/Astro Playground	11/07/2025	93.36
870	Beatrice Ready Mixed	1B 52367	19.32 tn) limestone screenings f/Astro Playground	11/14/2025	463.68
12156	Beatrice Valvoline Express Care	24814	Labor - LOF f/08 Ford	11/20/2025	54.99
12156	Beatrice Valvoline Express Care	24814	Supplies - 7) synthetic oil f/08 Ford	11/20/2025	13.52
11281	Black Hills Energy	0420672199-NOV25	Gas Service - Probation - November 2025	11/13/2025	119.61
11281	Black Hills Energy	3806703634-NOV25	Gas Service - Police Dept - November 2025	11/13/2025	73.69
11281	Black Hills Energy	3806703634-NOV25	Gas Service - Fire Dept - November 2025	11/13/2025	461.22
11281	Black Hills Energy	4584289228-NOV25	Gas Service - 201 Cedar - November 2025	11/13/2025	72.91
12214	Cary's Cleaning	6552	Office cleaning - October 2025 f/Library	10/24/2025	2,300.00
12214	Cary's Cleaning	6553	Office cleaning - October 2025 f/FD	10/24/2025	1,564.00
12214	Cary's Cleaning	6556	Office cleaning - October 2025 f/PD	10/24/2025	1,794.00
12214	Cary's Cleaning	6576	Office cleaning - November 2025 f/Library	11/24/2025	1,900.00
12214	Cary's Cleaning	6577	Office cleaning - November 2025 f/FD	11/24/2025	1,292.00
12214	Cary's Cleaning	6580	Office cleaning - November 2025 f/PD	11/24/2025	1,482.00
2010	CITY MOTOR SUPPLY	913634	4) oil filter, 1) air filter f/snow blowers	11/21/2025	96.62
2010	CITY MOTOR SUPPLY	913634	7) 1-qt oil f/snow blowers	11/21/2025	24.43
12230	Earl's Window Service	11112025	Clean windows - November 25 f/Fire Station	11/11/2025	230.00
4700	ECHO GROUP, INC	S011511548.001	23) bulb f/Trailhead, Veteran's, Nichols park	11/19/2025	82.64
11716	Envision Landscapes LLC	6638	2-cy) mulch, brown	11/20/2025	80.00
4710	JIM'S CARPET AND SUPPLIES INC	INV-2181	Vinyl flooring/adhesive f/Senior Center	11/21/2025	1,781.71
5100	LAMMEL PLUMBING INC	85520	9) drains f/Library	11/14/2025	156.80
5100	LAMMEL PLUMBING INC	85630	water control valve	11/20/2025	11.95
5160	LARRY'S TIRE AND SERVICE INC.	009276	Labor - 2) tire repair	11/20/2025	60.00
5160	LARRY'S TIRE AND SERVICE INC.	912990	Labor - 1) tire repair	11/13/2025	90.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12878661	bulk fasteners f/Senior Center door	11/24/2025	22.06
7060	O'REILLY AUTO PARTS	0749-114723	connector, wire connector f/UTV	11/18/2025	17.98
8150	SACK LUMBER COMPANY	2511-129668	bulk bolts f/bollard on Trail by YMCA	11/14/2025	4.14
12658	SPRING CREEK REPAIR AND FARM S	13487	2) nozzle	11/20/2025	26.30
12521	SUNNY SMITH	NOV10 2025 - NOV21 202	Office cleaning f/Aud offices	11/21/2025	405.00
12521	SUNNY SMITH	NOV10 2025 - NOV21 202	Office cleaning f/BPW offices	11/21/2025	405.00
9760	Westlake Ace Hardware	10358258	5) lysol bowl cleaner, 3) windex, 3) dawn, 2) paper to	11/13/2025	69.88
9760	Westlake Ace Hardware	10358361	16) driveway marker flags f/FD	11/20/2025	51.68
9760	Westlake Ace Hardware	10358370	aerator adapter f/Library sink	11/21/2025	6.29
9760	Westlake Ace Hardware	10358391	6-pk) sink aerator f/Library	11/24/2025	17.99
Total PUBLIC PROPERTIES:					15,325.45
<b>LIBRARY</b>					
780	BARNES AND NOBLE BOOKSTORES I	4692668	4) Titles	11/11/2025	95.39
780	BARNES AND NOBLE BOOKSTORES I	4693247	5) Titles	11/13/2025	67.92
12680	FLUTTERBEE EDUCATION GROUP	INV122691	8) Mythical Creatures	11/07/2025	173.36
12680	FLUTTERBEE EDUCATION GROUP	INV122691	4) Need for Speed	11/07/2025	83.96
12680	FLUTTERBEE EDUCATION GROUP	INV122691	4) Jordan Jones Sports	11/07/2025	83.88
12680	FLUTTERBEE EDUCATION GROUP	INV122691	4) Sports Zines	11/07/2025	92.28
12680	FLUTTERBEE EDUCATION GROUP	INV122691	8) Wrestling Superstars	11/07/2025	178.96
11255	Reef Tectonics, Inc.	43333	Regular Aquarium Maintenance	11/01/2025	73.00
11255	Reef Tectonics, Inc.	43333	Gin Penguin cart size C	11/01/2025	13.49
Total LIBRARY:					862.24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total GENERAL FUND:					120,862.78
<b>STREET FUND</b>					
<b>STREET FUND</b>					
870	Beatrice Ready Mixed	1B 52372	2)1/2 x 4 exp joint @4.10	11/14/2025	8.20
870	Beatrice Ready Mixed	1B 52372	5ga) Dayton White cure gal @6.50	11/14/2025	32.50
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-OCT25	636.73 gal Diesel @ 2.675	10/31/2025	1,703.24
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-OCT25	27.31 gal Unleaded @ 2.459	10/31/2025	67.16
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-OCT25	253.46 gal Unleaded @ 2.516	10/31/2025	637.71
12095	Bomgaars Supply Inc	522315	1)Plug@8.49	11/18/2025	8.49
12095	Bomgaars Supply Inc	522315	1)Teflon Tape@2.79	11/18/2025	2.79
12095	Bomgaars Supply Inc	522526	1)Plant Blade @26.99	11/19/2025	26.99
12095	Bomgaars Supply Inc	522526	1)Plant Blade @26.99	11/19/2025	26.99
1390	BOND OWNER	HIGHWAY ALLOC DEC25	Highway Alloc Bond Interest Due 12/1/25	12/01/2025	51,877.02
12490	COLUMN SOFTWARE PBC	7FF24556-0583	Ad f/Bids - Asphalt Sealing FY26	11/13/2025	22.65
12490	COLUMN SOFTWARE PBC	7FF24556-0584	Ad f/Bids - Armor Coating FY26	11/13/2025	25.48
11431	ENVIROTECH	CD202602194	4515 gal MeltDown Apex @1.44/gal	11/20/2025	6,501.60
11431	ENVIROTECH	CD202602195	4518 gal MeltDown Apex @1.44/gal	11/20/2025	6,505.92
10570	HOTSY EQUIPMENT CO.	359050	1)Gunjet Red Wand@234.25 (hotsy)	11/13/2025	234.25
10570	HOTSY EQUIPMENT CO.	359050	Freight	11/13/2025	17.25
12591	Interstate Power Systems, Inc	R023064689 01	Labor-replace main hyd pump	11/20/2025	7,425.00
12591	Interstate Power Systems, Inc	R023064689 01	Parts-Pump, GP -Hyd, Motor GP-Hyd, Ring, Filter	11/20/2025	8,809.60
12591	Interstate Power Systems, Inc	R023064689 01	Shop supplies/Freight/Service-DTS	11/20/2025	275.00
12591	Interstate Power Systems, Inc	R023064689 01	Labor-Heater Inop	11/20/2025	1,181.25
12591	Interstate Power Systems, Inc	R023064689 01	Parts-Blower As, Dryer	11/20/2025	896.98
12591	Interstate Power Systems, Inc	R023064689 01	Freight	11/20/2025	45.00
12591	Interstate Power Systems, Inc	R023064689 01	Labor-Light issue	11/20/2025	1,181.25
12591	Interstate Power Systems, Inc	R023064689 01	Parts-Lamp-halogen, LED24V, Bulb, LED cubes	11/20/2025	311.27
4670	JEO CONSULTING GROUP INC	166316	Task #2 - Post-Construction Stormwater Management	11/20/2025	2,632.50
11867	MacQueen Equipment LLC	P16621	1)Bearing @154.24	11/19/2025	154.24
11867	MacQueen Equipment LLC	P16621	1)bearing @146.17	11/19/2025	146.17
5690	MEAD LUMBER AND RENTAL-BEATRI	64533495	1)Stihl Install Kit@36.99	11/19/2025	36.99
5690	MEAD LUMBER AND RENTAL-BEATRI	64533495	1)Stihl Circ Saw blade@29.99	11/19/2025	29.99
6430	NMC, INC	CUI1549488	29)Cutting Edge @180.95/split	11/13/2025	2,623.78
6430	NMC, INC	CUI1549488	29)Cutting Edge @180.95/split	11/13/2025	2,623.77
6430	NMC, INC	CUI1549489	11)Cutting Edge @180.95/split	11/13/2025	995.23
6430	NMC, INC	CUI1549489	11)Cutting Edge @180.95/split	11/13/2025	995.22
11729	Nutrien Ag Solutions	58286590	Pathway 2x2.5gal @62.00 (2,4-D)	11/21/2025	155.00
11729	Nutrien Ag Solutions	58286591	5)Pathway 2x2.5gal @62.00 (2,4-D)	11/21/2025	310.00
7060	O'REILLY AUTO PARTS	0749-114630	1)Capsule @6.51	11/18/2025	6.51
7060	O'REILLY AUTO PARTS	0749-114992	12)14ozBrakeCln@3.49	11/19/2025	41.88
7060	O'REILLY AUTO PARTS	0749-114992	4)12.5ozCarbCl@4.69	11/19/2025	18.76
3011	RDO Truck Center Co	127320L	1)Mirror @115.75	11/24/2025	115.75
3011	RDO Truck Center Co	127320L	freight	11/24/2025	16.10
2066	Rose Equipment Inc	19499	1)Knob@17.61	10/13/2025	17.61
2066	Rose Equipment Inc	19499	1) E-Stop Switch @77.36	10/13/2025	77.36
2066	Rose Equipment Inc	19499	1)Scrapper@106.70	10/13/2025	106.70
2066	Rose Equipment Inc	19499	Freight	10/13/2025	24.33
9260	TRACTOR SUPPLY	464101	1)Cnl Clevis Straight 1x5 5/16@54.99	11/14/2025	54.99
9260	TRACTOR SUPPLY	464101	1)Cnl Clevis Straight 7/8 x 4-5/8@39.99	11/14/2025	39.99
9260	TRACTOR SUPPLY	464101	1)Dur DL2032 4pk @12.99	11/14/2025	12.99
9260	TRACTOR SUPPLY	464884	Auto Pro Undercoating@18.99	11/19/2025	18.99
9260	TRACTOR SUPPLY	751770	2)Dur 21/23 12v 2pk @7.99	11/20/2025	15.98
9760	Westlake Ace Hardware	10358338	2)Garden Sprayer 2gal @21.59	11/19/2025	43.18
Total STREET FUND:					99,137.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total STREET FUND:					99,137.60
<b>AIRPORT FUND</b>					
<b>AIRPORT-GENERAL</b>					
11281	Black Hills Energy	2208569044-NOV25	Airport Gas Service	11/10/2025	53.93
1350	BOARD OF PUBLIC WORKS	1417.50-AIRPORT-OCT25	86.18 gal Diesel @ 2.675	10/31/2025	230.53
5690	MEAD LUMBER AND RENTAL-BEATRI	12842537	5) spray paint, green	11/14/2025	42.20
6170	STATE OF NEBRASKA	1500855	MONTHLY AWOS/VOR	11/01/2025	818.33
9850	UNIFIRST CORPORATION	1910102210	Laundry mats, shop towel	11/17/2025	81.83
9760	Westlake Ace Hardware	10358253	2) spray paint, black	11/13/2025	13.81
Total AIRPORT-GENERAL:					1,240.63
<b>AIRPORT-CAPITAL IMPROVEMENTS</b>					
1080	ALFRED BENESCH AND COMPANY	32E-PROJ21	Reconstruct Taxiway C & Apron	11/17/2025	33,929.49
Total AIRPORT-CAPITAL IMPROVEMENTS:					33,929.49
Total AIRPORT FUND:					35,170.12
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
<b>BASWA</b>					
870	Beatrice Ready Mixed	B1 744544	9.0 cy) ez-fill concrete	11/07/2025	1,242.00
12095	Bomgaars Supply Inc	520394	8) fertilizer solution hose f/water pump	11/12/2025	119.92
2720	DELL ACCOUNT	10846736232	Dell Pro Max Tower T2 FCT2250 w/2) monitor	11/13/2025	2,445.67
12591	Interstate Power Systems, Inc	R023065022.01	Labor - R&R drive shaft, u-joint f/Mack 600	11/24/2025	2,025.00
12591	Interstate Power Systems, Inc	R023065022.01	Supplies - u-joint f/Mack 600	11/24/2025	201.05
12591	Interstate Power Systems, Inc	R023065022.01	Misc Charges	11/24/2025	120.00
12393	Rollins Inc	287447597	Pest Control Standard - November 2025	11/19/2025	75.00
8260	SAPP BROTHERS	IN4879121	63.3 gal DEF @ 2.104446	11/14/2025	133.21
11525	Sun Blockers	919072	Tint f/826	11/11/2025	1,050.00
9730	WALKER UNIFORM RENTAL	1439612	Uniform Service	11/13/2025	43.97
9730	WALKER UNIFORM RENTAL	1440840	Uniform Service	11/20/2025	42.22
Total BASWA:					7,498.04
Total BEATRICE AREA SOLID WASTE AGNC:					7,498.04
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
12433	SportsMan LC	1475	HP Sponsorship commission - Bomgaars (Naming Ri	11/07/2025	2,100.00
12433	SportsMan LC	1475	HP Sponsorship commission - Pinnacle Bank (Namin	11/07/2025	6,000.00
12433	SportsMan LC	1513	HP Sponsorship commission - Runza (Scoreboard)	10/28/2025	900.00
12433	SportsMan LC	1513	HP Sponsorship commission - Olsson (Outfield Partn	10/28/2025	375.00
Total CAPITAL IMPROVEMENTS-GENERAL:					9,375.00
<b>CAPITAL IMPROVEMENTS-PSDS</b>					
11368	Cellebrite, Inc.	INVUS290986	2026 UFED Subscription - 11/2/2025 - 11/1/2026	10/07/2025	16,150.00
2990	Feld Fire	INV19045	Extrication Equipment - light rescue spreader	11/12/2025	13,900.00
2990	Feld Fire	INV19045	Extrication Equipment - light rescue cutter	11/12/2025	13,360.00
2990	Feld Fire	INV19045	Extrication Equipment - heavy rescue cutter	11/12/2025	13,360.00
2990	Feld Fire	INV19045	Extrication Equipment - heavy rescue spreader	11/12/2025	13,900.00
2990	Feld Fire	INV19045	Extrication Equipment - telescoping ram	11/12/2025	10,900.00
2990	Feld Fire	INV19045	Extrication Equipment - 10) 60V battery	11/12/2025	2,750.00
2990	Feld Fire	INV19045	Extrication Equipment - 2) extended reach tips	11/12/2025	2,260.00
2990	Feld Fire	INV19045	Extrication Equipment - 2) ION flexvolt battery charge	11/12/2025	790.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2990	Feld Fire	INV19045	trade credit	11/12/2025	5,000.00-
Total CAPITAL IMPROVEMENTS-PSDS:					82,370.00
Total CAPITAL IMP FUND:					91,745.00
<b>ECONOMIC DEVELOPMENT FUND</b>					
6600	NEBRASKA TITLE COMPANY	0333902	Owner's Policy - Armstrong Rentals	11/18/2025	178.00
Total :					178.00
Total ECONOMIC DEVELOPMENT FUND:					178.00
<b>INFO TECH SERV FUND</b>					
11930	A T and T Mobility	287301368820X11112025	Cell service f/ Chief's Phone - Fire	11/03/2025	51.50
12056	ALL COPY PRODUCTS	40577192	Copier Rental - Billing	11/13/2025	485.93
12056	ALL COPY PRODUCTS	568994222	Copier Rental - Zab Office	11/16/2025	132.67
11714	Caselle, Inc.	INV-12583	Cloud Hosting - Dec 2025	11/01/2025	903.00
11714	Caselle, Inc.	INV-12583	Maintenance & Support - Dec 2025	11/01/2025	3,937.00
1034	CHARTER COMMUNICATIONS	1290027030-NOV25	Cable charges/City - November 2025	11/09/2025	12.37
10370	DIODE TECHNOLOGIES LLC	15186	Labor - install 2) cat6 wires f/Conf room	11/24/2025	573.67
2940	Eakes, Inc.	INV706885	Contract Billing 8/18/2025 - 11/17/2025 - BPW	11/18/2025	128.53
2940	Eakes, Inc.	INV706885	Contract Billing 8/18/2025 - 11/17/2025 - BPW	11/18/2025	128.53
2940	Eakes, Inc.	INV706885	Contract Billing 8/18/2025 - 11/17/2025 - BPW	11/18/2025	128.53
2940	Eakes, Inc.	INV708439	Contract Billing 8/21/2025 - 11/20/2025 - Ambulance	11/21/2025	176.66
2940	Eakes, Inc.	INV708439	Contract Billing 8/21/2025 - 11/20/2025 - 50% City	11/21/2025	730.23
2940	Eakes, Inc.	INV708439	Contract Billing 8/21/2025 - 11/20/2025 - 50% BPW	11/21/2025	730.24
12419	HEARTLAND BUSINESS SYSTEMS LL	843052-H	35) Microsoft Apps - Oct2025	11/19/2025	441.00
4420	RICOH USA INC	109572994	Copier Agreement	10/24/2025	59.91
4420	RICOH USA INC	109572994	Copier Agreement	10/24/2025	179.75
2076	U.S. Cellular	0767297705	Electric - Cell Phone Charges	11/06/2025	255.98
2076	U.S. Cellular	0767297705	Electric - Tablet Data Charges	11/06/2025	143.60
2076	U.S. Cellular	0767297705	Water - Cell Phone Charges	11/06/2025	215.51
2076	U.S. Cellular	0767297705	Water - Tablet Data Charges	11/06/2025	286.30
2076	U.S. Cellular	0767297705	WPC - Cell Phone Charges	11/06/2025	52.83
2076	U.S. Cellular	0767297705	Street - Cell Phone Charges	11/06/2025	36.72
2076	U.S. Cellular	0767297705	MARS - Cell Phone Charges	11/06/2025	136.53
2076	U.S. Cellular	0767297705	MARS - Tablet Data Charges	11/06/2025	163.60
9610	VERIZON WIRELESS	6127978002	ICAC Phone & Data	11/08/2025	91.02
9610	VERIZON WIRELESS	6128231178	Fire AVL Card	11/10/2025	40.01
9610	VERIZON WIRELESS	6128231178	Fire AVL Card	11/10/2025	40.01
9610	VERIZON WIRELESS	6128231178	Police AVL Cards	11/10/2025	560.18
9610	VERIZON WIRELESS	6128231178	3) MARS tablet	11/10/2025	120.03
9610	VERIZON WIRELESS	6128336900	Machine 2 Machine activity - BPW	11/12/2025	159.37
9610	VERIZON WIRELESS	6128466367	Community Development-lpad services (2)	11/13/2025	80.02
9920	WINDSTREAM	090051577-NOV25	Water Park phone service	11/12/2025	111.80
9920	WINDSTREAM	090063150-NOV25	Crime Stoppers phone service	11/12/2025	90.13
Total :					11,383.16
Total INFO TECH SERV FUND:					11,383.16
<b>SANITATION FUND</b>					
980	BEATRICE IRON AND METAL CO	110454	Labor - windshield chip repair	11/24/2025	50.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11281	Black Hills Energy	3806703634-NOV25	Gas Service - MARS - November 2025	11/13/2025	192.66
12082	Elliott Equipment Co.	190132	2025 Freightliner	11/25/2025	184,500.00
12677	ELLIOTT, CHARLES	CDL REIMB - FY26	Reimb CDL 2026	11/19/2025	35.00
12103	Firstar Fiber Inc	0016324-IN	October 2025 Recycling Tipping Fee	10/31/2025	4,119.38
12300	Klecans Diverse Service LLC	737	Labor - R&R transmission	11/19/2025	2,375.00
3011	RDO Truck Center Co	127333L	8) hose clamp	11/24/2025	169.36
12393	Rollins Inc	287447596	Pest Control Standard f/MARS - November 2025	11/14/2025	75.00
8260	SAPP BROTHERS	IN4853325	Labor - Service charge f/fuel pump repairs	10/16/2025	150.00
8260	SAPP BROTHERS	IN4853325	Supplies - fuel pump lever	10/16/2025	15.00
8260	SAPP BROTHERS	IN4856119	797.0 gal ULSD #2 Clear Winter Diesel @ 2.805982	10/20/2025	2,236.38
8260	SAPP BROTHERS	IN4879308	1,177.10 gal ULSD #2 Clear Winter Diesel @ 3.1259	11/17/2025	3,679.61
8260	SAPP BROTHERS	IN4884995	957.0 gal ULSD #2 Clear Winter Diesel @ 3.035994	11/24/2025	2,905.45
11678	Truck Center Companies	XA108198786.01	2) drain plug, windshield washer pump	11/12/2025	85.22
11678	Truck Center Companies	XA108199198.01	starter motor	11/13/2025	269.43

Total : 200,857.49

Total SANITATION FUND: 200,857.49

COMBINED CASH FUND

1350	BOARD OF PUBLIC WORKS	22319701-MARS CREDIT	Move MARS credit to BPW 22319701	11/25/2025	22.00
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Total : 22.00

Total COMBINED CASH FUND: 22.00

Grand Totals: 566,854.19

Dated: 12-1-25

Mayor:

City Council:

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Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>American Electric Power</b>				
175-21590980	11/12/2025	SPP Charges for October 2025 11,997 MWH @ 38.95	ELECTRIC FUND	467,283.15
175-21590980	11/12/2025	Radiant Tech Admin Fee f/ Oct 2025 6,417.60 MWH @ 0.85	ELECTRIC FUND	5,454.96
175-21590980	11/12/2025	Congestion/Imbalance credit/chg for Oct 2025	ELECTRIC FUND	68,621.98
175-21590980	11/12/2025	SPP Initial Charges for Oct 2025	ELECTRIC FUND	66,289.87
175-21590980	11/12/2025	SPP charges for prior months	ELECTRIC FUND	6,895.96-
175-21590980	11/12/2025	SPP settlement - Final	ELECTRIC FUND	6,035.42-
Total American Electric Power:				594,718.58
<b>Auto Zone</b>				
01650107219	11/21/2025	2)Dust Cap@5.65	ELECTRIC FUND	11.30
01650107219	11/21/2025	Sales Tax	ELECTRIC FUND	.85
Total Auto Zone:				12.15
<b>Beatrice Iron and Metal</b>				
110209	11/13/2025	4)Bolt@3.47 (cust#1076)	WPC	13.88
110209	11/13/2025	4)Lock Nut @3.69(cust#1076)	WPC	14.76
110209	11/13/2025	4ft) 2" pipe@6.31(cust#1076)	WPC	25.24
110209	11/13/2025	1)5/16 Drl Bit @3.14(cust#1076)	WPC	3.14
110209	11/13/2025	1)3/8 Drl Bit @4.56(cust#1076)	WPC	4.56
110209	11/13/2025	1)21/32 Bit @25.61(cust#1076)	WPC	25.61
110295	11/18/2025	2)Group 65@171.69(cust#1072)	ELECTRIC FUND	343.38
110295	11/18/2025	2)Core	ELECTRIC FUND	40.00
110295	11/18/2025	2)Core return	ELECTRIC FUND	40.00-
110295	11/18/2025	Sales Tax	ELECTRIC FUND	25.75
Total Beatrice Iron and Metal:				456.32
<b>Beatrice Mechanical Service, Inc.</b>				
218357	11/13/2025	24)20x25x2 Extended Filter@5.04(RBC building hvac)	WPC	125.28
218361	11/13/2025	1)Carrier Control Panel (bpw admin bldg)	ELECTRIC FUND	1,061.76
218361	11/13/2025	Sales Tax	ELECTRIC FUND	79.63
Total Beatrice Mechanical Service, Inc.:				1,266.67
<b>Beatrice Ready Mixed</b>				
1B 52353	11/13/2025	40)#3 Fiberglass rebar 20' @5.70	WATER FUND	228.00
1B 52353	11/13/2025	Sales Tax	WATER FUND	17.10
1B 52368	11/14/2025	24.80tn)Fill Sand @17.00	WATER FUND	421.60
1B 52368	11/14/2025	Sales Tax	WATER FUND	31.62
1B 52405	11/17/2025	2)Krf 16x4 trwl rnd pf hndl @39.00	WATER FUND	78.00
1B 52405	11/17/2025	2)Krf 12x3 trwl PF Handl@36.00	WATER FUND	72.00
1B 52405	11/17/2025	1)Knucklehead Bull Flt Bracket @79.80	WATER FUND	79.80
1B 52405	11/17/2025	1)Plas Superskate Knee board @165.00	WATER FUND	165.00
1B 52405	11/17/2025	Sales Tax	WATER FUND	29.62
1B 52406	11/17/2025	50)2" Ind Bar Chr Plstc Black @.21	WATER FUND	11.29
1B 52406	11/17/2025	2)5" Loop End Wire Tie/Bndl@5.00	WATER FUND	10.75
1B 52406	11/17/2025	1)BF Cure & Seal 5ga @153.32	WATER FUND	164.82
1B 52406	11/17/2025	2)Tie Wire Twister @7.00	WATER FUND	15.05
1B 52408	11/17/2025	6.57tn)Fill Sand @17.00	WATER FUND	111.69
1B 52408	11/17/2025	Sales Tax	WATER FUND	8.38
1B 52409	11/17/2025	10)#4 Stock Rebar Grade 60 20' @10.75	WATER FUND	107.50
1B 52409	11/17/2025	Sales Tax	WATER FUND	8.06
1B 52419	11/18/2025	25)1/2"x8" Ancr Bolt W/N&W Galv @1.50	WATER FUND	37.50
1B 52419	11/18/2025	Sales Tax	WATER FUND	2.81

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
1B 52429	11/19/2025	15.59tn)Fill Sand@17.00	WATER FUND	265.03
1B 52429	11/19/2025	Sales Tax	WATER FUND	19.88
1B 52434	11/19/2025	6.97tn)Screenings @24.00	WATER FUND	167.28
1B 52434	11/19/2025	Sales Tax	WATER FUND	12.55
1B 52485	11/21/2025	2.74tn)Screenings @24.00	ELECTRIC FUND	65.76
1B 52485	11/21/2025	Sales Tax	ELECTRIC FUND	4.93
1B 52486	11/21/2025	15.67tn)Fill Sand@17.00	WATER FUND	266.39
1B 52486	11/21/2025	Sales Tax	WATER FUND	19.98
1B 52497	11/25/2025	7.31tn)Screenings @24.00	WATER FUND	175.44
1B 52497	11/25/2025	Sales Tax	WATER FUND	13.16
1B 52501	11/25/2025	8.07tn)Screenings @24.00	WATER FUND	193.68
1B 52501	11/25/2025	Sales Tax	WATER FUND	14.53
1B 52502	11/25/2025	25.17tn)Fill Sand @17.00	WATER FUND	427.89
1B 52502	11/25/2025	Sales Tax	WATER FUND	32.09
B1 745306	11/17/2025	7cy)LF30AE300025%@183.00	WATER FUND	1,281.00
B1 745306	11/17/2025	Sales Tax	WATER FUND	96.08
B1 745456	11/19/2025	7.25cy) L30NA4000@191.50	WATER FUND	1,388.38
B1 745456	11/19/2025	Sales Tax	WATER FUND	104.13
B1 745457	11/19/2025	10cy)Sand Fill & Water @63.00	WATER FUND	630.00
B1 745457	11/19/2025	Sales Tax	WATER FUND	47.25
<b>Total Beatrice Ready Mixed:</b>				<b>6,826.02</b>
<b>Black Hills Energy</b>				
0660445975-NOV25	11/13/2025	Gas Bill/ 820 Herbert LS #5/NOV25	WPC	70.29
2096271272-NOV25	11/13/2025	Gas Bill/ 300 Irving LS #6/Nov25	WPC	56.23
4320807688-NOV25	11/13/2025	Gas Bill/321 Grant Street -NOV25	WATER FUND	111.67
7743125526-NOV25	11/13/2025	Gas Bill/1300 Beaver -NOV25	WPC	393.09
7743125526-NOV25	11/13/2025	Gas Bill/1300 Beaver/Dewatering Bldg-NOV25	WPC	204.48
7743125526-NOV25	11/13/2025	Gas Bill/1831 1/2 Carlye Street/LS#4/NOV25	WPC	52.30
9197736828-NOV25	11/13/2025	Gas Bill/312 Grant Street -NOV25	WATER FUND	86.13
<b>Total Black Hills Energy:</b>				<b>974.19</b>
<b>Bomgaars Supply Inc</b>				
522289	11/18/2025	1)Srench@4.99	WATER FUND	4.99
522289	11/18/2025	1)Ez-Pour Spout @10.99	WATER FUND	10.99
522289	11/18/2025	1)Loaded Ball Mount @36.99	WATER FUND	36.99
522289	11/18/2025	2)Teflon Tape @2.79	WATER FUND	5.58
522289	11/18/2025	Sales Tax	WATER FUND	4.39
522593	11/19/2025	.72)Bulk Bolts @5.99	WATER FUND	4.31
522593	11/19/2025	1)Strap, Ratchet 4pk@57.99	WATER FUND	57.99
522593	11/19/2025	Sales Tax	WATER FUND	4.67
522597	11/19/2025	6)Wheel@1.71	WPC	10.26
522597	11/19/2025	2)T-shirt@26.99	WPC	53.98
522597	11/19/2025	2)Tee s/s@5.99	WPC	11.98
522597	11/19/2025	2)Tee s/s@6.99	WPC	13.98
522597	11/19/2025	4)Disposable Gloves@9.99	WPC	39.96
524262	11/24/2025	2)Tape Measure @19.99	WATER FUND	39.98
524262	11/24/2025	1)Brush @15.99	WATER FUND	15.99
524262	11/24/2025	1)Wheel, Cut off @4.99	WATER FUND	4.99
524262	11/24/2025	1)Flap Disc @6.99	WATER FUND	6.99
524262	11/24/2025	Sales Tax	WATER FUND	5.10
<b>Total Bomgaars Supply Inc:</b>				<b>333.12</b>

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Border States Industries, Inc</b>				
931548409	11/24/2025	15)BUR - K3A29U2N 250 ALCU 3H TERM (6-8 WEEKS)	ELECTRIC FUND	726.44
931548420	11/24/2025	1)EK425LX 925735MP015 REPAIR	ELECTRIC FUND	447.53
931548420	11/24/2025	1)EK425LXR11ACSR 101190317RR050 REPAIR	ELECTRIC FUND	1,058.18
Total Border States Industries, Inc:				2,232.15
<b>Building Crafts Inc</b>				
021-01277-PMT3	11/14/2025	WPC Grit Improvements Project No. 021-01277	WPC	170,056.20
Total Building Crafts Inc:				170,056.20
<b>Call Management Resources</b>				
25111823183014	11/18/2025	After Hours Call Service St	ELECTRIC FUND	171.89
25111823183014	11/18/2025	After Hours Call Service Elec	ELECTRIC FUND	171.91
25111823183014	11/18/2025	After Hours Call Service Water	WATER FUND	171.91
25111823183014	11/18/2025	After Hours Call Service Sewer	WPC	171.91
Total Call Management Resources:				687.62
<b>Carpenter Paper Company</b>				
416914	11/20/2025	1cs)Towel Roll Kitcen 9x11@32.25	ELECTRIC FUND	32.25
416914	11/20/2025	1cs) Towel Scott MOD @ 95.20	ELECTRIC FUND	95.20
416914	11/20/2025	Sales Tax	ELECTRIC FUND	9.56
Total Carpenter Paper Company:				137.01
<b>Cary D Udell</b>				
6578	11/24/2025	Service Center Cleaning for Oct 2025	ELECTRIC FUND	840.00
6578	11/24/2025	Sales Tax	ELECTRIC FUND	63.00
6579	11/24/2025	Office Cleaning WPC for Nov25	WPC	360.00
Total Cary D Udell:				1,263.00
<b>CINTAS LOC 749</b>				
4250230490	11/18/2025	Uniform Cleaning/Rental WPC	WPC	37.10
4250900050	11/24/2025	Uniform Cleaning/Rental WPC	WPC	37.10
Total CINTAS LOC 749:				74.20
<b>City Motor Supply</b>				
913543	11/17/2025	1)Grease gun@61.76	WPC	61.76
Total City Motor Supply:				61.76
<b>City Treasurer</b>				
AR6688-NOV25	11/14/2025	MARS AR PMT-Thimm Farms	ELECTRIC FUND	78.00
Total City Treasurer:				78.00
<b>Column Software PBC</b>				
7FF24556-0581	11/03/2025	Notice of Meeting 11-24-25	WPC	14.16
Total Column Software PBC:				14.16
<b>Core and Main</b>				
X971503	11/18/2025	57)METER 3/4" ELECTRONIC IPERL+ L/CBL 100CF SM 4WHL 13SXFLX	WATER FUND	11,697.40

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Core and Main:				11,697.40
<b>Dutton-Lainson Co</b>				
918168-1	10/16/2025	1)53XPJ NICOPRESS TOOL (4-6 WEEKS)	ELECTRIC FUND	295.63
Total Dutton-Lainson Co:				295.63
<b>Echo Group, Inc.</b>				
S011480436.001	11/13/2025	2)RAB LED 12/18/27W 3000 4000 5000k@56.84-srv cntr outside lights	ELECTRIC FUND	113.68
S011480436.001	11/13/2025	Sales Tax	ELECTRIC FUND	8.53
S011485633.002	11/13/2025	250ft)Thermostate wire 18ga 10w glass2@.9581	ELECTRIC FUND	239.53
S011485633.002	11/13/2025	Sales Tax	ELECTRIC FUND	17.96
S011501754.001	11/13/2025	100)Echo 10x3/4 hex Washer head self drilling tek screws @.22060	ELECTRIC FUND	22.06
S011501754.001	11/13/2025	1)AFC 1" EMT conn comp rintite steel @2.92	ELECTRIC FUND	2.92
S011501754.001	11/13/2025	1)AFC 1" EMT Coup Comp Rantitie Steel @3.71	ELECTRIC FUND	3.71
S011501754.001	11/13/2025	1)Bri 1" Weather Head Clamp @6.70	ELECTRIC FUND	6.70
S011501754.001	11/13/2025	1)MBK Hub 1" w/screws @20.43	ELECTRIC FUND	20.43
S011501754.001	11/13/2025	Sales Tax	ELECTRIC FUND	4.19
S011504677.001	11/14/2025	1)KLein 100' Grooved fiberglass fish tape @116.84	ELECTRIC FUND	116.84
S011504677.001	11/14/2025	Sales Tax	ELECTRIC FUND	8.76
S011506684.001	11/17/2025	4)NSI Lug 2 Hole F/1/0-14@5.1824 (sub5&8)	ELECTRIC FUND	20.73
S011506684.001	11/17/2025	4)NSI Lug 1 Hole F/2x0-14@2.9376	ELECTRIC FUND	11.75
S011506684.001	11/17/2025	Sales Tax	ELECTRIC FUND	2.44
S011514308.001	11/20/2025	12)Orb Cover Duplex Horiz 1g Gray @10.8572	ELECTRIC FUND	130.29
S011514308.001	11/20/2025	12)PAS Rec Duplex 15A 120V Tamper resistant @2.170	ELECTRIC FUND	26.04
S011514308.001	11/20/2025	Sales Tax	ELECTRIC FUND	11.72
Total Echo Group, Inc.:				768.28
<b>Fastenal Company</b>				
179649	11/25/2025	30)SSUC FHSCS3/8x16x1/2@.67	WPC	20.18
179649	11/25/2025	50)S/S FW 3/8x7/8@.11	WPC	5.63
179649	11/25/2025	50)3/8-16 S/S FHN @.23	WPC	11.40
179649	11/25/2025	30)S/S FHSCS 3/8-16@.60	WPC	18.00
Total Fastenal Company:				55.21
<b>Gage County Register of Deeds</b>				
DOT SUER	11/14/2025	Energy eff Loan	ELECTRIC FUND	22.00
Total Gage County Register of Deeds:				22.00
<b>HDR Engineering Inc</b>				
1200773804	11/13/2025	Evaluate generation equip/develop comprehensive strategy for the procure	ELECTRIC FUND	15,278.56
Total HDR Engineering Inc:				15,278.56
<b>Husker Electric Supply</b>				
76028	11/24/2025	30)CONDUIT L 2"PVC-40 STD. 90 DEG IPEX EE3590	ELECTRIC FUND	137.71
76063	11/24/2025	21)COUPLING PVC-40 2-INCH LONG LLC35 IPEX	ELECTRIC FUND	112.65
Total Husker Electric Supply:				250.36
<b>JEO Consulting Group, Inc.</b>				
166322	11/21/2025	Engineering design for Chemical Feed Improvement Project #251912	WATER FUND	14,505.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total JEO Consulting Group, Inc.:				14,505.00
<b>JK Energy Consulting LLC</b>				
2548	11/19/2025	2.5)Weekly calls HDR-Generation project	ELECTRIC FUND	375.00
2549	11/19/2025	1.5)Prepared Radiant Tech invoice	ELECTRIC FUND	225.00
Total JK Energy Consulting LLC:				600.00
<b>Johnny's Welding, Inc.</b>				
195373	10/27/2025	1)Aluminum plate 10x20-1/4@30.00 (Cenrifuge)	WPC	30.00
195373	10/27/2025	Shearing	WPC	20.00
Total Johnny's Welding, Inc.:				50.00
<b>Judds Bros. Construction Co.</b>				
023-03816-PMT2	11/18/2025	West Court Street Water Main Crossing Project-prmt 2 (retainage)	WATER FUND	20,881.45
Total Judds Bros. Construction Co.:				20,881.45
<b>Ken's Pest Control</b>				
1713	11/17/2025	Pest Control Service Center/ NOV25	ELECTRIC FUND	80.63
Total Ken's Pest Control:				80.63
<b>Lammel Plumbing, Inc.</b>				
85577	11/19/2025	1)4" PVC DWV Cap@18.25	WPC	18.25
Total Lammel Plumbing, Inc.:				18.25
<b>Lampton Welding Supply</b>				
0020295179	11/20/2025	10)UAB Flap Disc 6x7/8@12.843	ELECTRIC FUND	128.43
0020295179	11/20/2025	25)NOR Wheel 6x045x7/8 @3.431	ELECTRIC FUND	85.78
0020295179	11/20/2025	3)Til Glove Driver @28.657	ELECTRIC FUND	85.97
0020295179	11/20/2025	2)MRK Marker Vlv Action @3.447	ELECTRIC FUND	6.89
0020295179	11/20/2025	2)MRK Marker Valve Action Yellow@3.447	ELECTRIC FUND	6.89
0020295179	11/20/2025	Sales Tax	ELECTRIC FUND	23.55
Total Lampton Welding Supply:				337.51
<b>Landis and Gyr Technology, Inc.</b>				
90421109	11/14/2025	SERV-ITGW-SAAS-Oct25 (Hosting for lot Distribution Automation-Monthly)	ELECTRIC FUND	769.70
Total Landis and Gyr Technology, Inc.:				769.70
<b>Larry's Tire and Service, Inc.</b>				
009272	11/20/2025	Tire Repair	WPC	30.00
Total Larry's Tire and Service, Inc.:				30.00
<b>Layne Christensen Company</b>				
3094625	11/24/2025	2025 Fall Well Maint Testing 1,3 & 4	WATER FUND	1,770.00
Total Layne Christensen Company:				1,770.00
<b>Lincoln Winwater Works</b>				
116216 01	11/17/2025	8)SLEEVE 6 INCH 6 MACRO 2-BOLT CPLG 7.60 6.60-7.6- OD	WATER FUND	3,010.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
116216 01	11/17/2025	1)8" x 6" Reducer MJ DI	WATER FUND	125.78
116216 01	11/17/2025	440)6" C900 Water Main - Slip Joint 6X20 C900 DR18 CL150 GJ	WATER FUND	4,715.81
Total Lincoln Winwater Works:				7,851.59
<b>Mead Lumber Company</b>				
12844720	11/14/2025	1)M18 Fuel 1/2" hammer Drill/Driver Bare @229.99	WPC	229.99
12850453	11/17/2025	4)2x8-20 SPF @25.07	WATER FUND	100.28
12850453	11/17/2025	2)1x2-12" Stake 25/bdl@14.45	WATER FUND	28.90
12850453	11/17/2025	Sales Tax	WATER FUND	9.68
12855242	11/18/2025	1)15x4 Struc Tx lag Scrw 100@47.03	ELECTRIC FUND	47.03
12855242	11/18/2025	1)1.88"x30yd blk ultra tough duc tape @11.99	ELECTRIC FUND	11.99
12855242	11/18/2025	1)5/16x1-7/8 Nut Driver@9.49	ELECTRIC FUND	9.49
12855242	11/18/2025	Sales Tax	ELECTRIC FUND	5.14
12855370	11/18/2025	1)2x12-16@32.20	WATER FUND	32.20
12855370	11/18/2025	1)2x4-16@9.62	WATER FUND	9.62
12855370	11/18/2025	Sales Tax	WATER FUND	3.14
Total Mead Lumber Company:				487.46
<b>NE Department of Revenue</b>				
393274-OCT25	10/31/2025	Use Tax - AP - State	ELECTRIC FUND	3,686.43
393274-OCT25	10/31/2025	Sales Tax - AR - State	ELECTRIC FUND	234.66
393274-OCT25	10/31/2025	Sales Tax - Util - State	ELECTRIC FUND	73,358.00
393274-OCT25	10/31/2025	Use Tax - AP - City	ELECTRIC FUND	1,303.48
393274-OCT25	10/31/2025	Sales Tax - AR - City	ELECTRIC FUND	85.33
393274-OCT25	10/31/2025	Sales Tax - Util - City	ELECTRIC FUND	26,024.03
393274-OCT25	10/31/2025	Use Tax - AP - County	ELECTRIC FUND	.00
393274-OCT25	10/31/2025	Sales Tax - AR - County	ELECTRIC FUND	.00
393274-OCT25	10/31/2025	Sales Tax - Util - County	ELECTRIC FUND	.00
393274-OCT25	10/31/2025	Sales Tax - Coll Fee Credit	ELECTRIC FUND	150.00-
393274-OCT25	10/31/2025	Use Tax - AP - State	WATER FUND	186.68
393274-OCT25	10/31/2025	Sales Tax - AR - State	WATER FUND	294.28
393274-OCT25	10/31/2025	Use Tax - AP - City	WATER FUND	97.04
393274-OCT25	10/31/2025	Sales Tax - AR - City	WATER FUND	107.01
393274-OCT25	10/31/2025	Use Tax - AP - County	WATER FUND	.00
393274-OCT25	10/31/2025	Sales Tax - AR - County	WATER FUND	.00
Total NE Department of Revenue:				105,226.94
<b>Nebraska Dept. Environment and Energy</b>				
DEC 2025	12/01/2025	D311674-L - Principal Pmt	WATER FUND	21,664.27
DEC 2025	12/01/2025	D311685 - Principal Pmt	WATER FUND	119,673.90
DEC 2025	12/01/2025	D311685 - Admin Fee Pmt - 0.7%	WATER FUND	2,453.77
DEC 2025	12/01/2025	D311685 - Admin Fee Pmt - 0.7%	WATER FUND	2,453.77
Total Nebraska Dept. Environment and Energy:				146,245.71
<b>Nebraska Public Health Environmental Lab</b>				
597239	11/12/2025	10)Coiform by Colilert @ 15.00/ea	WATER FUND	150.00
Total Nebraska Public Health Environmental Lab:				150.00
<b>NEXTERA ENERGY RESOURCES</b>				
10270	11/07/2025	Cottonwood Wind/Energy Charge - October 2025	ELECTRIC FUND	90,820.09
983528	11/04/2025	SPP System Capacity - October 2025	ELECTRIC FUND	127,022.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total NEXTERA ENERGY RESOURCES:				217,842.09
<b>North American Electric Reliability Corp</b>				
10001361	11/15/2025	NERC Assessment - 2026 1st Quarter	ELECTRIC FUND	1,154.82
10001361	11/15/2025	MRO Region Assessment-2026 1st quarter	ELECTRIC FUND	2,386.86
Total North American Electric Reliability Corp:				3,541.68
<b>Olsson, Inc.</b>				
559151	11/17/2025	Lift Station #6 Rehabilitation Design	WPC	2,702.50
559171	11/17/2025	WPC Grit Improvement Project	WPC	23,977.35
Total Olsson, Inc.:				26,679.85
<b>O'Reilly Automotive, Inc.</b>				
0749-115142	11/20/2025	1)Tire Gauge@6.49	WPC	6.49
0749-115142	11/20/2025	1)Tire Gauge @8.99	WPC	8.99
0749-115448	11/21/2025	State Sales/Use	ELECTRIC FUND	2.09-
0749-115448	11/21/2025	City Sales/Use	ELECTRIC FUND	.76-
0749-115448	11/21/2025	1)Buddy Bra@8.99	ELECTRIC FUND	8.99
0749-115448	11/21/2025	1)7 Way Adaptr@28.99	ELECTRIC FUND	28.99
0749-115448	11/21/2025	Use Tax	ELECTRIC FUND	2.85
Total O'Reilly Automotive, Inc.:				53.46
<b>Quadient Leasing USA Inc</b>				
Q2098285	11/07/2025	State Sales/Use Tax	ELECTRIC FUND	24.33-
Q2098285	11/07/2025	City Sales/Use Tax	ELECTRIC FUND	8.85-
Q2098285	11/07/2025	Postage Machine Lease	ELECTRIC FUND	475.50
Q2098285	11/07/2025	State Sales/Use Tax	WATER FUND	14.60-
Q2098285	11/07/2025	City Sales/Use Tax	WATER FUND	5.31-
Q2098285	11/07/2025	Postage Machine Lease	WATER FUND	285.30
Q2098285	11/07/2025	Postage Machine Lease	WPC	176.93
Total Quadient Leasing USA Inc:				884.64
<b>Quill Corporation</b>				
46586307	11/13/2025	Street Office Supplies	ELECTRIC FUND	10.31
46586307	11/13/2025	Electric Office Supplies	ELECTRIC FUND	10.31
46586307	11/13/2025	Water Office Supplies	WATER FUND	10.31
Total Quill Corporation:				30.93
<b>Rose Equipment, LLC</b>				
18911	11/19/2025	1)H-1200 Coil 8" @3244.46	ELECTRIC FUND	3,244.46
18911	11/19/2025	1)Insulation @10.52	ELECTRIC FUND	10.52
18911	11/19/2025	Sales Tax	ELECTRIC FUND	244.12
18911	11/19/2025	Labor-Water leaking from inside heating chamber of presure wahser	ELECTRIC FUND	675.00
Total Rose Equipment, LLC:				4,174.10
<b>Rural Electric Supply Cooperative</b>				
3095136	11/18/2025	4)25 KVA OVERHEAD DIST. TRANSFORMER. M7112C25ZZT30V1. AS P	ELECTRIC FUND	6,523.10
Total Rural Electric Supply Cooperative:				6,523.10

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Sack Lumber Company</b>				
2511-132432	11/25/2025	Sales Tax	WATER FUND	3.67
2511-132432	11/25/2025	1)2" 4x8 DOW R10@48.99	WATER FUND	48.99
Total Sack Lumber Company:				52.66
<b>Sapp Bros. Petroleum, Inc.</b>				
IN4879192	11/17/2025	1210)UNLEADED GASOLINE@2.426	ELECTRIC FUND	2,935.46
IN4879192	11/17/2025	800)DIESEL 50/50 blend@3.06	ELECTRIC FUND	2,448.00
IN4884991	11/24/2025	600)DIESEL 50/50 blend@2.94	ELECTRIC FUND	1,764.00
IN4884991	11/24/2025	800)UNLEADED GASOLINE @2.309	ELECTRIC FUND	1,847.20
Total Sapp Bros. Petroleum, Inc.:				8,994.66
<b>Seth's Lawn Solutions LLC</b>				
7095	10/30/2025	Winterizer Application 10/30/25	ELECTRIC FUND	80.00
7095	10/30/2025	Broadleaf Control 10/30/25	ELECTRIC FUND	80.00
Total Seth's Lawn Solutions LLC:				160.00
<b>Sherwin Williams</b>				
3486-6	11/25/2025	PI DTM SG Ultra gallon-30%disc	ELECTRIC FUND	101.63
3486-6	11/25/2025	Sales Tax	ELECTRIC FUND	7.62
Total Sherwin Williams:				109.25
<b>Superior Industrial Equipment LLC</b>				
25-4367	11/11/2025	REFURBISH WET END. PARTS SUPPLIED: RPM KIT	WATER FUND	1,488.26
Total Superior Industrial Equipment LLC:				1,488.26
<b>Surnali LLC</b>				
25112287	11/25/2025	Pre Employment-Daniels, Elliot (MARS)	ELECTRIC FUND	170.00
25112287	11/25/2025	Trip Fee	ELECTRIC FUND	5.00
Total Surnali LLC:				175.00
<b>Tractor Supply Company</b>				
464116	11/14/2025	5)Tomcat Glue Traps@4.99	ELECTRIC FUND	9.98
464116	11/14/2025	Sales Tax	ELECTRIC FUND	.74
465080	11/21/2025	1)Hub Dust Caps 3500lb @29.99	ELECTRIC FUND	29.99
465080	11/21/2025	Sales Tax	ELECTRIC FUND	2.25
751388	11/13/2025	2)Blue DEF 2.5gal @16.99	ELECTRIC FUND	33.98
751388	11/13/2025	Sales Tax	ELECTRIC FUND	2.54
751849	11/21/2025	1)JL 7in Pro Aluminum Rafter SQ laser@28.99	ELECTRIC FUND	28.99
751849	11/21/2025	1)Dewalt Atomic 25ft Tape Measure@20.99	ELECTRIC FUND	20.99
751849	11/21/2025	Sales Tax	ELECTRIC FUND	3.74
751924	11/21/2025	2)Ultra Cover 2x Gloss Blac @9.49	WATER FUND	18.98
751924	11/21/2025	1)XL HX Conct SC@14.99	WATER FUND	14.99
751924	11/21/2025	1)Carbde BT 3/16x4 1/2@12.99	WATER FUND	12.99
751924	11/21/2025	Sales Tax	WATER FUND	3.51
Total Tractor Supply Company:				183.67
<b>Wesco Distributing, Inc.</b>				
760135	11/19/2025	1,200)CABLE ALUM. TRIPLEX 1/0 "NERITINA" XLP	ELECTRIC FUND	1,935.00
765422	11/24/2025	WIRE ALUM. 1/0 ACSR BARE "RAVEN" 1769#	ELECTRIC FUND	11,888.75

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Wesco Distributing, Inc.:				13,823.75
<b>Western Area Power Administration</b>				
BFPB000851025	11/11/2025	Power Bill/Oct2025	ELECTRIC FUND	42,011.26
Total Western Area Power Administration:				42,011.26
<b>Westlake Hardware, Inc.</b>				
10358257	11/13/2025	1)Hex Bush 1/2 MPTX1/4@6.8/3	WATER FUND	6.83
10358257	11/13/2025	Sales Tax	WATER FUND	.51
10358262	11/13/2025	1)Stihl Chain Saw chain@33.29	WATER FUND	33.29
10358262	11/13/2025	1)18 Bar .3259 .063g @51.29	WATER FUND	51.29
10358262	11/13/2025	Sales Tax	WATER FUND	6.34
10358282	11/14/2025	4)Asphalt Fillr@8.99(Is#6)	WPC	35.96
10358307	11/18/2025	1)IBEAM Level @25.19	ELECTRIC FUND	25.19
10358307	11/18/2025	1) Fine Point marker @ 1.79	ELECTRIC FUND	1.79
10358307	11/18/2025	6)Bulk Fasteners @4.02	ELECTRIC FUND	4.02
10358307	11/18/2025	Sales Tax	ELECTRIC FUND	2.33
10358312	11/18/2025	1)Nipple 3/4 x 2@8.63	WATER FUND	8.63
10358312	11/18/2025	Sales Tax	WATER FUND	.65
10358313	11/18/2025	3)Fitr Fit Pnl 20x25x1@5.03	ELECTRIC FUND	15.09
10358313	11/18/2025	Sales Tax	ELECTRIC FUND	1.13
10358355	11/20/2025	1)Socket Adapter set 4@20.69	WATER FUND	20.69
10358355	11/20/2025	1)CM Sckt 3/8 DR9/16@6.29	WATER FUND	6.29
10358355	11/20/2025	Sales Tax	WATER FUND	2.02
10358359	11/20/2025	3)Bulk Fasteners @.42	WATER FUND	1.26
10358359	11/20/2025	3)Bulk Fasteners @2.96	WATER FUND	8.88
10358359	11/20/2025	Sales Tax	WATER FUND	.76
10358389	11/24/2025	1)Ele Parabolic HTr @58.50 (Well5)	WATER FUND	58.50
10358389	11/24/2025	Sales Tax	WATER FUND	4.39
10358408	11/25/2025	1)Ace best Brush Flat @10.79	ELECTRIC FUND	10.79
10358408	11/25/2025	1)Ace best Rlr 4x3/8@9.89	ELECTRIC FUND	9.89
10358408	11/25/2025	2)Ace Best W4 Trayset @7.73	ELECTRIC FUND	15.46
10358408	11/25/2025	Sales Tax	ELECTRIC FUND	2.71
Total Westlake Hardware, Inc.:				334.69
<b>Wrightsmen Plbg, Heat and Cool, Inc.</b>				
107524	11/18/2025	30)3" DWV Pipe @3.29	WATER FUND	98.70
107524	11/18/2025	20)2" DWV Pipe @2.00	WATER FUND	40.00
107524	11/18/2025	1)Floor Drain @35.56	WATER FUND	35.56
107524	11/18/2025	1)2" Y@6.60	WATER FUND	6.60
107524	11/18/2025	1)3x2" Bell@6.34	WATER FUND	6.34
107524	11/18/2025	2)2" ST 45@2.90	WATER FUND	5.80
107524	11/18/2025	4)2" 45@3.46	WATER FUND	13.84
107524	11/18/2025	2)2" Coupling @2.28	WATER FUND	4.56
107524	11/18/2025	1)3" Coupling @5.28	WATER FUND	5.28
107524	11/18/2025	1)Big Can Glue@20.61	WATER FUND	20.61
107524	11/18/2025	1)BIG Can Primer @24.69	WATER FUND	24.69
107524	11/18/2025	1)Flapper @50.00	WATER FUND	50.00
107524	11/18/2025	1)1/2" PVC Male @1.04	WATER FUND	1.04
107524	11/18/2025	1)1/2" ST 90@2.96	WATER FUND	2.96
107524	11/18/2025	1)1/2" 90@1.06	WATER FUND	1.06
107524	11/18/2025	6)1/2" PVC Pipe@.98	WATER FUND	5.88
107524	11/18/2025	Sales Tax	WATER FUND	24.22

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
		Total Wrightsman Plbg, Heat and Cool, Inc.:		347.14
		Grand Totals:		1,433,973.02

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## AGENDA ITEM

**Subject:** Approval of Pay Request #3 to Building Crafts, Inc., for the WPC Grit Improvement Projects; Resolution executing the Agreement Renewal and Certificate of Compliance with NDOT, as recommended by the Board of Public Works

**For Agenda of:** December 1, 2025

**Exhibit(s):**

**Date Submitted:** November 26, 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 November 12, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #3 in the amount of \$170,056.20 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
- f. Recommend a resolution executing the Agreement Renewal to Maintenance Agreement No. 4 for the period of January 1, 2026 to December 31, 2026, and the Certificate of Compliance regarding all roadway snow removal and/or surface maintenance, with the Nebraska Department of Transportation (NDOT), to the Mayor and City Council.

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

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

MOTION CARRIED.

CERTIFICATE OF PAYMENT NO. 3



Date of Issuance: November 14, 2025

Project: WPC Grit Improvements, Beatrice, Nebraska

Project No. 021-01277

Contractor: Building Crafts, Inc PO Box 96 Red Oak, IA 51566

DETAILED ESTIMATE

Description	Unit Prices	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Building Crafts, Inc.

Value of Work Completed: \$724,701.03

Original Contract Cost: \$4,559,000.00  
Approved Change Orders:  
No. 1 \$(145,000.00)  
Total Contract Cost: \$4,414,000.00

Value of completed work and materials stored..... \$ 724,701.03  
Less retained percentage (10%) ..... \$ 72,470.10  
Net amount due including this estimate..... \$ 652,230.93  
Less: Estimates previously approved:

No. 1 \$ 279,946.65  
No. 2 \$ 202,228.08

Total Previous Estimates \$ 482,174.73

**NET AMOUNT DUE THIS ESTIMATE \$ 170,056.20**

The undersigned hereby certifies, based upon periodic observations as set forth in scope of work and the data included in all applicable payment applications that, to the best of its knowledge, information and belief: (1) the work has progressed as indicated in the applicable payment applications; (2) the work performed and materials delivered by Contractor are in conformance with the plans and specifications; and (3) the Contractor, in accordance with the contract, is entitled to payment as indicated above.

This certification does not constitute a warranty or guarantee of any type. Client shall hold its Contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty or obligation of Olsson hereunder is for the sole benefit of the Client and not for any third party, including the Contractor or any Subcontractor.

cc: City of Beatrice, Owner  
Building Crafts, Inc, Contractor  
Project File

OLSSON

By: Martin J. Kink

**APPLICATION AND CERTIFICATION FOR PAYMENT**

TO OWNER: CITY OF BEATRICE	PROJECT: WPC GRIT IMPROVEMENTS	APPLICATION NO: 3
		PERIOD TO: October 31,2025
FROM CONTRACTOR: BUILDING CRAFTS INC.	OWNER PROJECT OLSSON PROJECT #021-01277	ENGINEER: OLSSON
	BCI PROJECT # 2150	CONTRACT DATE: May 19, 2025

**CONTRACTOR'S APPLICATION FOR PAYMENT**

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

1. ORIGINAL CONTRACT SUM .....	\$	4,559,000.00
2. NET CHANGE BY CHANGE ORDERS .....	\$	(145,000.00)
3. CONTRACT SUM TO DATE ( Line 1+/- 2 ) .....	\$	4,414,000.00
4. TOTAL COMPLETED & STORED TO DATE .....	\$	724,701.03
5. RETAINAGE: 10% .....	\$	72,470.10
6. TOTAL EARNED LESS RETAINAGE .....	\$	652,230.93
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	482,174.73
8. CURRENT PAYMENT DUE .....	\$	170,056.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	3,761,769.07

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 in accordance with the terms and conditions of purchase orders and subcontract agreements for work for which previous Certificates for Payment were issued and payments received from the Owner and title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for progress payment will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances except such as covered by a bond acceptable to the Owner, and that current payment shown herein is now due.

Building Crafts, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Satya Malempati, Project Manager

**ENGINEER'S APPROVAL FOR PAYMENT**

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

OLSSON

By: *Martin J. Rink* Date: **11/14/25**

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.

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

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	(\$145,000.00)
Total approved this Month-	\$0.00	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>	<b>(\$145,000.00)</b>
NET CHANGES by Change Order		(\$145,000.00)

		PROJECT: WPC GRIT IMPROVEMENTS, BEATRICE, NE CONTRACTOR: BUILDING CRAFTS, INC.	OWNER: CITY OF BEATRICE OLSSON PROJECT: #021-01277				APPLICATION NUMBER: 2 APPLICATION DATE: 10/31/2025			
Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percenty Stored & Complete	Balance to Finish
<b>WPC GRIT IMPROVEMENTS</b>										
<b>1</b>		<b>DIVISION 1 - General Conditions</b>								
	1.a	Mobilization	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	100%	\$ -
	1.b	Demobilization	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
	1.c	Management, Permits, and Utilities	\$ 279,600.00	\$ -	\$ 42,500.00	\$ 17,000.00	\$ 59,500.00	\$ 59,500.00	21%	\$ 220,100.00
	1.d	Submittals	\$ 50,000.00	\$ -	\$ 33,000.00	\$ 3,000.00	\$ 36,000.00	\$ 36,000.00	72%	\$ 14,000.00
	1.e	Allowance 1	\$ 24,067.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 24,067.00
	1.f	Allowance 2	\$ 248,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 248,800.00
	1.g	Bond, Insurance, & Misc	\$ 83,973.64	\$ -	\$ 50,234.00	\$ -	\$ 50,234.00	\$ 50,234.00	60%	\$ 33,739.64
	1.h	Equipment Rental, Clean up, and Project Safety	\$ 150,000.00	\$ -	\$ 49,500.00	\$ 12,300.00	\$ 61,800.00	\$ 61,800.00	41%	\$ 88,200.00
<b>2</b>		<b>DIVISION 2 - Demolition</b>								
	2.a	Misc. Demolition	\$ 167,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 167,000.00
<b>3</b>		<b>DIVISION 3 - Concrete</b>								
	3.a	Reinforcement Bar	\$ 141,400.00	\$ 25,200.44	\$ -	\$ 37,500.00	\$ 37,500.00	\$ 62,700.44	44%	\$ 78,699.56
	3.b	Concrete Curing	\$ 8,396.55	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,396.55
	3.c	Bottom Slab Footings	\$ 23,000.00	\$ 390.00	\$ -	\$ 12,620.50	\$ 12,620.50	\$ 13,010.50	57%	\$ 9,989.50
	3.d	Strip Footings	\$ 26,941.36	\$ -	\$ -	\$ 13,432.75	\$ 13,432.75	\$ 13,432.75	50%	\$ 13,508.61
	3.e	Tall Walls First Lift	\$ 185,639.44	\$ 1,224.00	\$ -	\$ -	\$ -	\$ 1,224.00	1%	\$ 184,415.44
	3.f	Short Walls & Trough	\$ 13,748.19	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,748.19
	3.g	Slab on Grade	\$ 14,403.05	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,403.05
	3.h	Columns	\$ 3,548.63	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,548.63
	3.i	Large & Small Structural Stab on Trough	\$ 8,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,900.00
	3.j	Grout Small and Large areas	\$ 60,616.64	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,616.64
	3.k	Equipment Pads, Pipe Supports, and Misc Concrete	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,800.00
	3.l	Precast Embeds	\$ 8,744.00	\$ -	\$ -	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	17%	\$ 7,244.00
	3.m	Precast Structural Concrete and Grouting	\$ 281,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 281,540.00
	3.n									
<b>4</b>		<b>DIVISION 5 - Metals</b>								
	4.a	Misc Metals - Materials	\$ 163,080.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 163,080.00
	4.b	Misc Metals - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,600.00
<b>5</b>		<b>DIVISION 7 - Waterproofing, Roofing, and Insulation</b>								
	5.a	Waterproofing & Misc	\$ 14,856.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,856.00
	5.b	EPDM Roofing and Thermal Insulation	\$ 58,308.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,308.50
	5.c	Joint Sealants	\$ 7,526.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,526.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
<b>6</b>		<b>DIVISION 8 - Openings</b>								
	6.a	Overhead Door	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,800.00
	6.b	Aluminum Doors and Windows	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,700.00
<b>7</b>		<b>DIVISION 9 - Painting and Coatings</b>								
	1.7a	Paintings	\$ 58,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,250.00
<b>8</b>		<b>DIVISION 10 - Specialities</b>								
	8.a	Signage and Fire Extinguishers	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
<b>9</b>		<b>DIVISION 14 - Conveying Equipment</b>								
	9.a	Traveling Bridge Crane	\$ 21,387.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,387.00
<b>10</b>		<b>DIVISION 22 - Plumbing</b>								
	10.a	Plumbing Hangers, Supports, and Identification	\$ 27,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,700.00
	10.b	Plumbing Piping NPW, Drains, and Specialities	\$ 41,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 41,000.00
	10.c									
<b>11</b>		<b>DIVISION 23 - HVAC</b>								
	11.a	Ductwork & Accessories	\$ 16,540.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 16,540.00

Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percenty Stored & Complete	Balance to Finish
	11.b	Testing and Balancing HVAC	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00
	11.c	Unit Heaters and Louvers	\$ 8,100.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,100.00
<b>12</b>		<b>DIVISION 26 - Electrical</b>								
	12.a	Power Cables, Conductors, Raceways, and Grounding - Materials	\$ 110,300.00	\$ 21,167.54	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 26,167.54	24%	\$ 84,132.46
	12.b	Power Cables, Conductors, Raceways, and Grounding - Labor	\$ 44,700.00	\$ -	\$ -	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00	28%	\$ 32,200.00
	12.c	Transformer, Panelboards, Switches, and other Misc - Materials	\$ 90,345.00	\$ 14,577.11	\$ -	\$ -	\$ -	\$ 14,577.11	16%	\$ 75,767.89
	12.d	Transformer, Panelboards, Switches, and other Misc - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,600.00
	12.e	Fiber, Communications, Control System Equipment Panels and Racks - Materials	\$ 77,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 77,705.00
	12.f	Fiber, Communications, Control System Equipment Panels and Racks - Labor	\$ 44,130.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,130.00
<b>13</b>		<b>DIVISION 31 - Earthwork</b>								
	13.a	Excavation, Backfill, Compaction, and Grading - Materials	\$ 78,000.00	\$ 370.00	\$ 6,484.16	\$ 843.70	\$ 7,327.86	\$ 7,697.86	10%	\$ 70,302.14
	13.b	Excavation, Backfill, Compaction, and Grading - Labor	\$ 149,000.00	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ 35,000.00	23%	\$ 114,000.00
<b>14</b>		<b>DIVISION 32 - Site Work</b>								
	14.a	Paving & Side Walks	\$ 134,031.14	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 134,031.14
	14.b	Chain-link Fence	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,300.00
	14.c	Turf and Grasses	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,500.00
<b>15</b>		<b>DIVISION 40 - Process</b>								
	15.a	Underground Piping - Materials	\$ 179,273.50	\$ 98,205.60	\$ 10,402.00	\$ 15,884.14	\$ 26,286.14	\$ 124,491.74	69%	\$ 54,781.76
	15.b	Underground Piping Installation - Labor	\$ 365,400.87	\$ -	\$ 77,743.88	\$ 52,300.00	\$ 130,043.88	\$ 130,043.88	36%	\$ 235,356.99
	15.c	Bypass Pumping	\$ 96,008.00	\$ -	\$ 21,300.00	\$ -	\$ 21,300.00	\$ 21,300.00	22%	\$ 74,708.00
	15.d	Interior Piping, Valves, and Labeling - Materials	\$ 100,500.00	\$ 3,521.21	\$ -	\$ -	\$ -	\$ 3,521.21	4%	\$ 96,978.79
	15.e	Interior Piping, Valves, and Labeling - Labor	\$ 80,004.72	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 80,004.72
	15.f	Hangers and Pipe Supports - Materials	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00
	15.g	Hangers and Pipe Supports - Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00
	15.h	Slide Gates - Materials	\$ 65,426.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,426.00
	15.i	Slide Gates - Labor	\$ 21,283.41	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,283.41
<b>16</b>		<b>DIVISION 43 &amp; 46 - Process Equipmentt</b>								
	16.a	Centrifugal Pumps - Materials	\$ 65,126.36	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,126.36
	16.b	Centrifugal Pumps - Labor	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,000.00
	16.c	Vortex Grit Equipment Installation & Startup	\$ 32,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,400.00
	16.d	Grit Washing Equipment - Materials	\$ 222,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 222,800.00
	16.f	Grit Washing Equipment - Labor	\$ 27,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,500.00
	16.g									
<b>TOTALS</b>			\$ 4,559,000.00	\$ 164,655.90	\$ 376,164.04	\$ 183,881.09	\$ 560,045.13	\$ 724,701.03	16%	\$ 3,834,298.97
<b>Additional Work</b>										
1		Change Order 1	\$ (145,000.00)	\$ -	\$ -	\$ -	\$ (145,000.00)	\$ (145,000.00)	100%	\$ -
<b>Total Sum to Date</b>			\$ 4,414,000.00	\$ 164,655.90	\$ 376,164.04	\$ 183,881.09	\$ 415,045.13	\$ 579,701.03	13%	\$ 3,834,298.97





# INVOICE

**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

Remit to: P.O. Box 80268  
 Lincoln, NE 68501

Job: 0 1220 BEAVER AVENUE

Page 1

Bill To: BUILDING CRAFTS INC  
 2300 N 8TH ST  
 PO BOX 96  
 RED OAK IA 51566

Account Number	13333
Invoice Date	10/23/25
Invoice Amount	8,432.75
Invoice Number	B1 743117
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	LF30AE450025% S63DD443 CONC  TKTS: 7208043 7208041 7208045 7208047 TKTS: 7208050	44.50 CY	189.50	0.00	8,432.75

Account: 13333 BUILDING CRAFTS INC  
 Job: 1220 BEAVE  
 Tax Code: BRNTE Nebraska Tax Exempt

Sub Total	8,432.75
Sales Tax	0.00
Total Amount	8,432.75

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

Invoice - Customer Copy



# INVOICE

**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

Remit to: P.O. Box 80268  
 Lincoln, NE 68501

Job: 0 13TH STREET

Page 1

Bill To: BUILDING CRAFTS INC  
 2300 N 8TH ST  
 PO BOX 96  
 RED OAK IA 51566

Account Number	13333
Invoice Date	10/02/25
Invoice Amount	1,911.00
Invoice Number	B1 741400
Amount Paid	

Invoice Terms: Net 30

To insure proper credit, please detach and return top portion of invoice with remittance.

Invoice No.: B1 741400 | Invoice Date: 10/02/25 | PO No.: 2150-P10 | Order: | Ship#:

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	SGFAE300030% CONC  TKTS: 7207689	10.50 CY	182.00	0.00	1,911.00

Account: 13333 BUILDING CRAFTS INC  
 Job: 13TH STREE  
 Tax Code: BRNTE Nebraska Tax Exempt

Sub Total	1,911.00
Sales Tax	0.00
Total Amount	1,911.00

Terms: All invoices must be paid within 30 days of invoice. Past due accounts will be charged an interest rate of 1.33% per month which is 16% per year.



**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

Invoice - Customer Copy



2301 Hickory Street  
Omaha, NE 68108 USA

## Invoice

Invoice: 6807-2

10/30/25

Customer: 30077

Job: 6807

Customer Job: 2150-P01

Purchase Order: 2150-P01

Shipping Method: DWS

FOB: JOBSITE

Terms: Net 30

**Sold To** Building Crafts  
2300 North 8th Street  
PO Box 96  
Red Oak, IA 51566 USA

Jeff Soe  
(712) 623-4032

**Ship To** WPC Grit Improvements  
1300 Beaver Ave  
Beatrice, NE 68310 USA

Satya Malempati  
712-249-7109  
smalempati@buildingcrafts.com

Original Job Value	43,300.00	
Change Orders Total (Approved)	0.00	
Revised Job Value	43,300.00	
Previously Invoiced	16,040.00	
This Invoice		18,315.00

This Billing covers the following Shipping Tickets:

ST-1653 10/20/25  
ST-1727 10/29/25

Subtotal	\$18,315.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
<b>Balance Due</b>	<b>\$18,315.00</b>

Gana Trucking and Excavating

Phone 402-794-500  
2200 W Panama Rd.  
Box 43  
Martell Ne 68404

# Invoice

Date	Invoice #
10/8/2025	93006

<b>Bill To</b>
Building Crafts, Inc. 12012 Roberts Rd, Suite A La Vista, NE 68128

New Remit Address:  
2200 W Panama Road  
PO Box 43  
Martell, NE 68404

We now accept credit cards! A 3%  
Processing fee may apply.

P.O. No.	Terms	Sales Rep
	Due on receipt	KF

Quantity	Description	U/M	Rate	Amount
15.21	Tons 1" crusher run delivered 10/8 to 1300 Beaver Ave. Brent		55.47	843.70

Fuel Surcharge: 1% for every \$.10 over \$4.00/Gallon when the state average exceeds \$4/Gallon. Customer agrees that any electronic payment methods on file (Credit, Debit, ACH) can be charged for the full amount due 45 days after the invoice date.

We appreciate your business.

<b>Subtotal</b>	\$843.70
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$843.70

# INVOICE# 250403AP4-1

**Remit To:**

**INNOVATIVE ENGINEERED EQUIPMENT**

107 West Lexington  
 Independence, MO 64050  
 Phn: 816-888-9541

Purchase Order Number	
2150-P04	
Date	Page
10/6/2025	1 of 1

**Sold To:**

Building Crafts, Inc.  
 Attn: Accounts Payable  
 accountspayable@buildingcrafts.com  
 Cc: Satya Malempati  
 smalempati@buildingcrafts.com

**Ship To:**

Building Crafts, Inc.  
 WPC Grit Improvements  
 1300 Beaver Avenue  
 Beatrice, NE 68310  
 Casey Sikes 308-379-3423

Project Name:	Due Date	Ship Via:
Beatrice NE - WPC Grit Improvements	11/5/25	BEST WAY - PPA

Item	Qty	Size		Unit	Ext
3	1	4"	KENNEDY SWING CHECK VALVE • FLANGED, ANSI CLASS 125 • GRAY IRON BODY & COVER • OUTSIDE LEVER & WEIGHT • 304SS HINGE PIN • STAINLESS STEEL HARDWARE • 100% FLOW AREA • 200 PSI RATED • FUSION BONDED NSF 61 COATING IN & OUT • STAINLESS STEEL BODY SEAT RING, RESILIENT SEAT • AWWA C508 • NSF 61 & 372 CERTIFIED • BABA COMPLIANT 16104001106AW Tags: 400-CV-101	\$2,795.80	\$2,795.80
5	1	8"	Clow Resilient Wedge NRS Gate Valve - BABA Compliant, AWWA C509, Mechanical Joint, 2" Square Op Nut, Resilient Seat. 8-MJ-OL-GV-2INOP Tags: No Tag	\$2,435.09	\$2,435.09

FREIGHT: FedEx# 7053750616, shipped 10/03/2025 \$292.10

TOTAL = \$5,522.99

If you have any questions please contact Tom@inoeng.com or call 816-888-9541.

**Purchase Order Terms:**

1. 100% Net 30 Days.
2. Interest Charge of 2% per month on all payments in excess of 30 days, starting on due date.

# INVOICE# 250403AP4-2

**Remit To:**

**INNOVATIVE ENGINEERED EQUIPMENT**

107 West Lexington  
 Independence, MO 64050  
 Phn: 816-888-9541

Purchase Order Number	
2150-P04	
Date	Page
10/29/2025	1 of 1

**Sold To:**

Building Crafts, Inc.  
 Attn: Accounts Payable  
 accountspayable@buildingcrafts.com  
 Cc: Satya Malempati  
 smalempati@buildingcrafts.com

**Ship To:**

Building Crafts, Inc.  
 WPC Grit Improvements  
 1300 Beaver Avenue  
 Beatrice, NE 68310  
 Casey Sikes 308-379-3423

Project Name:	Due Date	Ship Via:
Beatrice NE - WPC Grit Improvements	11/28/25	BEST WAY - PPA

Item	Qty	Size		Unit	Ext
4	1	4"	Val-Matic Silent Check Valve Model 1404ABN.1XDXP - AIS/BABA Compliant, MSS-SP 125, NSF 61 & 372 Certified, FM Approved, Dual Rated ANSI 125/250, Wafer Style, Ductile Iron Body, Bronze Trim, Buna-N Seating Adder, Epoxy Coated In & Out, Approx.19 LBS. <b>1404A-DBP-XD</b> Tags: 100-CV-005	\$693.00	\$693.00

FREIGHT: FedEx# 477652310006, shipped 10/28/2025 \$32.41

TOTAL = \$725.41

If you have any questions please contact Tom@inoeng.com or call 816-888-9541.

**Purchase Order Terms:**

1. 100% Net 30 Days.
2. Interest Charge of 2% per month on all payments in excess of 30 days, starting on due date.

# INVOICE

Page 1

## Plymouth Electric, Inc.

PO Box 96  
Plymouth, NE 68424  
Phone: (402) 656-4505  
Fax: (402) 656-3182

Invoice Number 124718

Invoice Date 10/20/2025

SOLD TO BUILDING CRAFTS INC  
PO BOX 96  
2300 NORTH 8TH STREET  
RED OAK, IA 51566

When paying with a credit card, a 3% bank transaction fee will be added to your total.

P.O. Number  
Customer Code BUILCR  
Email  
1.5% After 30 Days

Terms: Net 30  
Due Date: 11/19/2025  
Min Fin Chg \$3.50

ITEM	ORDERED	DESCRIPTION	PRICE	UOM	AMOUNT
	1	GEAR LOT UP 15 5055	4,964.22		4,964.22
	1	PVC LOT UP 15	965.08		965.08
	1	BEATRICE WPC 082800	0.00		0.00
		NO LABOR			

**Net Due: 5,929.30**



3E - LINCOLN  
 953 73RD ST  
 WINDSOR HEIGHTS, IA 50324  
 (402) 4767770 FAX (402) 4767779

# INVOICE

INVOICE DATE	INVOICE NO.
09/24/25	8965084-00
PO. NO.	PAGE #
029685	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-co.billtrust.com">http://3e-co.billtrust.com</a>	MMF PHG VPR

BILL TO: V35210

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

SHIP TO:  
 PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
TIM							1.44	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY
102356		3E - LINCOLN		3E TRUCK		09/24/25		10/10/25
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)	
1	PVC SK4020 PRIME CONDUIT 2IN SCH40 SPLIT KIT	1.00	0.00	1.00	E	72.19	72.19	
2	IPX 077981 1-1/2" PVC REPAIR SPLICE	1.00	1.00	0.00	each	63.25	0.00	
2	Lines Total	Qty Shipped Total		1	Total Invoice Total		72.19	

PVC

Last Page

Cash Discount 1.44 If Paid By 10/10/25

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



3E - LINCOLN  
 953 73RD ST  
 WINDSOR HEIGHTS, IA 50324  
 (402) 4767770 FAX (402) 4767779

# INVOICE

INVOICE DATE	INVOICE NO.
09/29/25	8965084-01
PO. NO.	PAGE #
029685	1

<b>TO VIEW AND PAY ONLINE</b>	<b>USE THIS ENROLLMENT TOKEN</b>
<a href="http://3e-co.billtrust.com">http://3e-co.billtrust.com</a>	MMF PHG VPR

BILL TO:

**V35373**

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

SHIP TO:  
 PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
TIM							0.00	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY
102356		3E - LINCOLN		3E TRUCK		09/29/25		11/10/25
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)	
2	IPX 077981 1-1/2" PVC REPAIR SPLICE	1.00	0.00	1.00	each	63.25	63.25	
1	Lines Total	Qty Shipped Total		1	Total		63.25	
					FREIGHT IN		21.22	
					Invoice Total		84.47	

PVC

Last Page

Cash Discount 0.00 If Paid By 11/10/25

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT [SALES.OUR-TERMS.COM](http://SALES.OUR-TERMS.COM), WHICH WE MAY CHANGE FROM TIME TO TIME WITH PRIOR NOTICE.



3E - LINCOLN  
 953 73RD ST  
 WINDSOR HEIGHTS, IA 50324  
 (402) 4767770 FAX (402) 4767779

# INVOICE

INVOICE DATE	INVOICE NO.
10/20/25	8978339-00
PO. NO.	PAGE #
029930	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-co.billtrust.com">http://3e-co.billtrust.com</a>	MMF PHG VPR

BILL TO:

PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

SHIP TO:  
 PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
TIM		DELIVER FRIDAY 10/3 PLZ					13.70	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY
102356		3E - LINCOLN		3E TRUCK		10/20/25		11/10/25
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)	
1	COND PVC SCH40 200 49011 2 IN SCH 40 PVC CONDUIT	600.00	0.00	600.00	C	95.08	570.48	
2	COND PVC SCH40 150 49010 1-1/2 IN SCH 40 PVC CONDUIT	150.00	0.00	150.00	C	76.26	114.39	
2	Lines Total	Qty Shipped Total		750	Total Invoice Total	684.87		684.87

Last Page

Cash Discount 13.70 If Paid By 11/10/25

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT  
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# Invoice

INVOICE NUMBER	
S011381675.004	
ECHO ELECTRIC SUPPLY BR 06 1420 N 7TH ST PO BOX 246 BEATRICE, NE 68310-2031 402-228-3363 Fax 402-228-1544	PAGE NO.  1 of 1

BILL TO:

SHIP TO:

PLYMOUTH ELECTRIC \*BEATRICE SALES\*  
PO BOX 96  
PLYMOUTH, NE 68424-0096

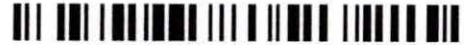
PLYMOUTH ELEC \* BEATRICE SALES  
211 E MAIN ST  
PLYMOUTH, NE 68424-4113

ORDER DATE	INVOICE DATE	WRITER	JOB NAME / RELEASE NUMBER	ORDERED BY
09/03/2025	09/17/2025	Ethan Schroeder 06		Tim Garrison
PURCHASE ORDER #		SHIP VIA	TERMS	TAX JURISDICTION
029382		DIRECT SHIP	NET 30	NE-PLYMOUT
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	1EA	TYPE PANEL H4: TYZ:PB_INTERIOR	2000.692/EA	2000.69
1EA	1EA	TYPE PANEL H4: B38	162.995/EA	163.00
1EA	1EA	TYPE PANEL H4: S38B	135.036/EA	135.04
		<div style="border: 1px solid black; padding: 5px; text-align: center;">           Tracking Numbers            1Z22150103999962327         </div>		
		<i>GEAR</i>		

**THIS INVOICE IS PAYABLE IN FULL BY 10/17/2025**

Notify at once of shortage or damage, returns require authorization and are subject to restock fees. Special orders are non-returnable. You can now text your order or request to 402-228-3363!

Subtotal	2298.73
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	2298.73



# Invoice

INVOICE NUMBER	
S011381675.010	
ECHO ELECTRIC SUPPLY BR 06 1420 N 7TH ST PO BOX 246 BEATRICE, NE 68310-2031 402-228-3363 Fax 402-228-1544	PAGE NO.  1 of 1

V35267

BILL TO:

SHIP TO:

PLYMOUTH ELECTRIC \*BEATRICE SALES\*  
PO BOX 96  
PLYMOUTH, NE 68424-0096

PLYMOUTH ELEC \* BEATRICE SALES  
211 E MAIN ST  
PLYMOUTH, NE 68424-4113

ORDER DATE	INVOICE DATE	WRITER	JOB NAME / RELEASE NUMBER	ORDERED BY
09/03/2025	09/25/2025	Ethan Schroeder 06		Tim Garrison
PURCHASE ORDER #		SHIP VIA	TERMS	TAX JURISDICTION
029382		DIRECT SHIP	NET 30	NE-PLYMOUT
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3EA	3EA	TYPE 30A NF: HNF361	132.340/EA	397.02
1EA	1EA	TYPE GRIT CONTROL 30A NF: HNF361	132.340/EA	132.34
1EA	1EA	TYPE GRIT CONTROL 30A NF: HA161234	115.132/EA	115.13
		Tracking Numbers 1ZA4094X0393571463		
		GEAR		

**THIS INVOICE IS PAYABLE IN FULL BY 10/25/2025**

Notify at once of shortage or damage, returns require authorization and are subject to restock fees. Special orders are non-returnable. You can now text your order or request to 402-228-3363!

Subtotal	644.49
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	644.49



# Invoice

V35264

INVOICE NUMBER	
S011381675.008	
ECHO ELECTRIC SUPPLY BR 06 1420 N 7TH ST PO BOX 246 BEATRICE, NE 68310-2031 402-228-3363 Fax 402-228-1544	PAGE NO.  1 of 1

BILL TO:

SHIP TO:

PLYMOUTH ELECTRIC \*BEATRICE SALES\*  
PO BOX 96  
PLYMOUTH, NE 68424-0096

PLYMOUTH ELEC \* BEATRICE SALES  
211 E MAIN ST  
PLYMOUTH, NE 68424-4113

ORDER DATE	INVOICE DATE	WRITER	JOB NAME / RELEASE NUMBER	ORDERED BY
09/03/2025	09/24/2025	Ethan Schroeder 06		Tim Garrison
PURCHASE ORDER #		SHIP VIA	TERMS	TAX JURISDICTION
029382		DIRECT SHIP	NET 30	NE-PLYMOUT
ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1EA	1EA	TYPE PANEL F: TYZ:PB_INTERIOR	978.322/EA	978.32
1EA	1EA	TYPE PANEL F: S38B	135.036/EA	135.04
1EA	1EA	TYPE PANEL F: B38	162.995/EA	163.00
		Tracking Numbers 1Z2215010396602168		
		GEAR		

**THIS INVOICE IS PAYABLE IN FULL BY 10/24/2025**

Notify at once of shortage or damage, returns require authorization and are subject to restock fees. Special orders are non-returnable. You can now text your order or request to 402-228-3363!

Subtotal	1276.36
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	1276.36



3E - LINCOLN  
 953 73RD ST  
 WINDSOR HEIGHTS, IA 50324  
 (402) 4767770 FAX (402) 4767779

# INVOICE

INVOICE DATE	INVOICE NO.
10/20/25	8978339-00
PO. NO.	PAGE #
029930	1

TO VIEW AND PAY ONLINE	USE THIS ENROLLMENT TOKEN
<a href="http://3e-co.billtrust.com">http://3e-co.billtrust.com</a>	MMF PHG VPR

BILL TO:

PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

REMIT TO:  
 Consolidated Electrical Distributor  
 PO BOX 850365  
 MINNEAPOLIS, MN 55485-0365

SHIP TO:

PLYMOUTH ELEC. & AUTOMOTIVE  
 211 E MAIN  
 PO BOX 96  
 PLYMOUTH, NE 68424-0096

PLACED BY		INSTRUCTIONS		REFERENCE			CASH DISCOUNT	
TIM		DELIVER FRIDAY 10/3 PLZ					13.70	
CUST #		SHIP POINT		SHIP VIA		SHIPPED		IF PAID BY
102356		3E - LINCOLN		3E TRUCK		10/20/25		11/10/25
LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY SHIPPED	QTY U/M	NET PRICE	AMOUNT (NET)	
1	COND PVC SCH40 200 49011 2 IN SCH 40 PVC CONDUIT	600.00	0.00	600.00	C	95.08	570.48	
2	COND PVC SCH40 150 49010 1-1/2 IN SCH 40 PVC CONDUIT	150.00	0.00	150.00	C	76.26	114.39	
2	Lines Total	Qty Shipped Total		750	Total Invoice Total		684.87	

Last Page

Cash Discount 13.70 If Paid By 11/10/25

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 SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM  
 TIME TO TIME WITH PRIOR NOTICE.

# WHITE CAP®

White Cap, L.P.  
PO Box 4944  
Orlando, FL 32802-4944

## BRANCH ADDRESS

101 - OMAHA NE  
(402) 592-1250  
9950 SOUTH 134TH STREET  
OMAHA NE 68138  
SARPY

## INVOICE

INVOICE NUMBER
50033802875
INVOICE DATE
10/13/2025
CUSTOMER PO NUMBER
2150

TO VIEW AND PAY ONLINE GO TO:
<a href="http://whitecap.billtrust.com">http://whitecap.billtrust.com</a>
ENROLLMENT TOKEN:
GVV BWK MVP

ACCOUNT # 115698000

TERRITORY:  
SHIP TO: 10005762286

MAKE CHECKS PAYABLE TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

BUILDING CRAFTS INC  
2 ROSEWOOD DR  
HIGHLAND HEIGHTS KY 41076

BEATRICE WPC PLANT  
1300 BEAVER AVENUE  
BEATRICE NE 68310

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
10/08/2025	68840558	SATYA MALEMPATI	JAMES, TIMMY	JAMES, TIMMY
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
101	10005762286	NET 30 DAYS	7. SALESPERSON DELIVERY	BEATRICE WPC

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 37148046 *****	1	0	0	1	0.00	
1	132CWD300	3" DOBIE WITH WIRE	150	0.73 EA	0	150	109.50	8.21

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at [About.WhiteCap.com](http://About.WhiteCap.com)

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: [TaxExemptCredit@whitecap.com](mailto:TaxExemptCredit@whitecap.com)

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED OR OTHERWISE DISPOSED OF TO ANY OTHER COUNTRY OR ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms">https://www.whitecap.com/terms/terms-conditions-of-sale-terms</a> to view complete terms and conditions.	TOTAL GROSS	109.50
	TOTAL TAX	8.21
	TOTAL SHIPPING AND HANDLING	0.00
	TOTAL INVOICE	117.71

RECEIVED BY: SATYA MALEMPATI SIGNATURE COPY ON FILE

# WHITE CAP®

White Cap, L.P.  
PO Box 4944  
Orlando, FL 32802-4944

**BRANCH ADDRESS**  
670 - WC OMAHA NE (STS)

(402) 331-0333  
6820 J STREET  
OMAHA NE 68117

## INVOICE

INVOICE NUMBER
50033781505
INVOICE DATE
10/10/2025
CUSTOMER PO NUMBER
2150

TO VIEW AND PAY ONLINE GO TO:
<a href="http://whitecap.billtrust.com">http://whitecap.billtrust.com</a>
ENROLLMENT TOKEN:
GVV BWK MVP

ACCOUNT # 115698000

TERRITORY:  
SHIP TO: 10005762286

MAKE CHECKS PAYABLE TO:
White Cap, L.P.
P.O. Box 4852
ORLANDO, FL 32802-4852

BUILDING CRAFTS INC  
2 ROSEWOOD DR  
HIGHLAND HEIGHTS KY 41076

BEATRICE WPC PLANT  
1300 BEAVER AVENUE  
BEATRICE NE 68310

ORDER DATE	ORDER NO.	ORDERED BY	ACCOUNT MANAGER	TAKEN BY
10/08/2025	68840558	SATYA MALEMPATI	JAMES, TIMMY	JAMES, TIMMY
BRANCH	ACCT JOB NO.	TERMS	SHIP VIA / ROUTING	CUSTOMER JOB NO.
670	10005762286	NET 30 DAYS	7. SALESPERSON DELIVERY	BEATRICE WPC

LINE	PART NUMBER	DESCRIPTION	QTY ORD	UNIT PRICE	QTY BKO	QTY SHP	EXTENDED PRICE	TAX AMT
0	HDRDESC	***** DELIVERY TAG#: 37146382 *****	1	0	0	1	0.00	
2	251SB2PT	2" PLASTIC TIPPED SLAB BOLSTER SOLD/FOOT	1500	0.66 FT	0	1500	990.00	0.00

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, Williams Equipment & Supply, Valley Supply Co, and Diamond Tool. Learn more at [About.WhiteCap.com](http://About.WhiteCap.com)

Pay your invoices online by visiting: <https://whitecap.billtrust.com>

Sales Tax Exemption Questions or Certificates: [TaxExemptCredit@whitecap.com](mailto:TaxExemptCredit@whitecap.com)

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NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE Visit <a href="https://www.whitecap.com/terms/terms-conditions-of-sale-terms">https://www.whitecap.com/terms/terms-conditions-of-sale-terms</a> to view complete terms and conditions.		TOTAL GROSS	990.00
RECEIVED BY: SATYA MALEMPATI		TOTAL TAX	0.00
SIGNATURE COPY ON FILE		TOTAL SHIPPING AND HANDLING	0.00
		TOTAL INVOICE	990.00



LINCOLN WINWATER WORKS CO.  
515 NW 27TH ST, STE 2  
LINCOLN NE 68528-1001

# INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-001134	115048 01
DB	INVOICE DATE	INVOICE TOTAL
3	10/03/2025	\$656.95

**BILL TO :**

BUILDING CRAFTS INC  
PO BOX 96  
RED OAK, IA 51566-0096

4244

To Reorder Contact Us At  
Phone No: (402) 438-2988  
Fax No: (402) 438-2992

**SHIP TO:**

BEATRICE WPC GRIT IMPROVE  
1300 BEAVER AVE  
CASEY 308-379-3423  
BEATRICE NE 683105307

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
2150-P06	038-ANDREW AILES	STOCK		1% 10TH, NET 30TH	10/03/2025

PLACED BY	JOB NAME
SATYA	* ERW ADDS

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
2	EA	1108 8 DI MEGALUG DOMESTIC	2		\$60.0000		\$120.00	N
2	EA	MGP8 8 MJ GSRT/T-BOLT PK	2		\$40.0000		\$80.00	N
1	EA	85503860 664-S DOM VLV BX ASSY	1		\$300.0000		\$300.00	N
1	EA	VEKP 2" OP NUT EXTENSION KIT	1		\$95.0000		\$95.00	N
21	FT	1 STD BLK T&C A53F CW PIPE	21		\$2.9500		\$61.95	N

TAX AREA ID: 280670040  
FEDERAL TAX ID NUMBER: 261074970  
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winsupplyinc.com/s/terms-conditions-sale](http://www.winsupplyinc.com/s/terms-conditions-sale)

Net Sales	\$656.95
Freight	\$0.00
State Tax %0.00	State Tax \$0.00
Local Tax %0.00	Local Tax \$0.00
<b>Invoice Total</b>	<b>\$656.95</b>

**PAY FULL INVOICE AMOUNT BY 11/25/2025**  
**IF PAID BY 11/10/25 YOU MAY DEDUCT \$6.57**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.



LINCOLN WINWATER WORKS CO.  
515 NW 27TH ST, STE 2  
LINCOLN NE 68528-1001

# INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-001134	112481 04
DB	INVOICE DATE	INVOICE TOTAL
16	09/22/2025	\$6,914.70

**BILL TO :**

BUILDING CRAFTS INC  
PO BOX 96  
RED OAK, IA 51566-0096



11456

To Reorder Contact Us At  
Phone No: (402) 438-2988  
Fax No: (402) 438-2992

**SHIP TO:**

BEATRICE WPC GRIT IMPROVE  
1300 BEAVER AVE  
308-920-0634  
BEATRICE NE 683105307

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
2150-P06	038-ANDREW AILES	STOCK		1% 10TH, NET 30TH	09/22/2025

PLACED BY	JOB NAME
SATYA	BEATRICE WPC

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
18	EA	1118 18" DUCTILE MEGALUG	18		\$384.1500		\$6,914.70	N

TAX AREA ID: 280670040  
FEDERAL TAX ID NUMBER: 261074970  
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winsupplyinc.com/s/terms-conditions-sale](http://www.winsupplyinc.com/s/terms-conditions-sale)

Net Sales	\$6,914.70
Freight	\$0.00
State Tax %0.00	State Tax \$0.00
Local Tax %0.00	Local Tax \$0.00
<b>Invoice Total</b>	<b>\$6,914.70</b>

**PAY FULL INVOICE AMOUNT BY 10/25/2025**  
**IF PAID BY 10/10/25 YOU MAY DEDUCT \$69.15**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.



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AGENDA ITEM

**Subject:** Resolution entering into an Agreement with Viking Industrial Painting to replace the mixer in the South Water Tower, as recommended by the Board of Public Works

**For Agenda of:** December 1, 2025

**Exhibit(s):**

**Date Submitted:** November 26, 2025

---

**Recommend a resolution entering into an Agreement with Viking Industrial Painting for the replacement of the existing PAX PWM 150 mixer in the South Water Tower located near South West Street and Mulberry Avenue, to the Mayor and City Council**

Rob Mierau, Water Superintendent, reported to the Board approximately six (6) weeks ago the mixer in the South Water Tower went down. The mixer was approximately eight (8) years old and the life span is between five (5) to seven (7) years. Mierau stated the installation of the new mixer should allow the City to reuse the existing electrical components with a total cost of \$15,000. If new wiring is required, the cost could increase to \$27,000. Mierau noted there was one (1) other option, however, the cost was an additional \$7,000 and would require the new wiring.

Moved by Hartley, seconded by Leech, that the Mayor and City Council enter into an Agreement with Viking Industrial Painting for the replacement of the existing PAX PWM 150 mixer in the South Water Tower located near South West Street and Mulberry Avenue.

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

MOTION CARRIED.

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

A resolution authorizing the City of Beatrice, Nebraska to enter into an Agreement with Viking Industrial Painting for the replacement of the existing PAX PWM 150 mixer in the South Water Tower located near South West Street and Mulberry Avenue.

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

**SECTION 1.** That the Mayor and City Clerk be and hereby are authorized to enter into an Agreement between the City of Beatrice, Nebraska and Viking Industrial Painting for the replacement of the existing PAX PWM 150 mixer in the South Water Tower located near South West Street and Mulberry Avenue. 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 1<sup>st</sup> day of December, 2025.

Attest:

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

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



P.O. Box 24162  
Omaha, NE 68124  
vikingindustrialpainting.com

**PROPOSAL**

Please sign and date both copies and return one (1) copy to our office.

**CONTACT DETAILS**

Proposal Submitted To	City of Beatrice, NE	Contact	Rob Mierau
Address	500 N. Commerce St. Beatrice, NE 68310	E-mail	rmierau@beatrice.ne.gov
Client Phone	(402) 228-5229	Contact Phone	(402) 228-5217
Job Location	Mulberry Ave.	Tank Name	South Tower
Job Name	Mixer Replacement	Tank Size and Style	500,000 Gallon Legged

**SERVICES**

Viking Industrial Painting, Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

**Mixer Replacement:**

1. Remove existing PAX PWM 150 mixer and replace with new mixer "in-kind" based on reuse of existing wiring, conduit, and control panel. No electrical work included. Old mixer to be pulled out of the tank from the roof hatch, unplugged, and the new mixer plugged in then lowered into the tank.

**Options:**

1. Provide new control panel to replace existing (electrical by Others) – **ADD \$4,000.00**

**Notes:**

1. PAX equipment lead time is approx. 2-3 weeks.
2. A date shall be coordinated by both parties for Contractor to perform the work.

**COST**

Total Cost of Materials and Labor	<b>\$15,000.00</b>	Payment Terms	Payment to be made in full upon completion of work – plus applicable sales tax
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**AGREEMENT TERMS**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Preparer Printed Name	<b>John Reimer</b>	Date Submitted	<b>November 14, 2025</b>
Authorized Preparer Signature		Price is good for 30 days from date submitted	

**ACCEPTANCE OF PROPOSAL**

By accepting this proposal, you agree to the above prices, specifications and conditions. Viking Industrial Painting, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Client Printed Name		Date of Acceptance	
Authorized Client Signature			

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## Mixer - South Tower

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John Reimer <jr@viptanks.com>  
To: Rob Mierau <rmierau@beatrice.ne.gov>

Fri, Nov 14, 2025 at 2:49 PM

Rob,

Attached is a formal proposal for furnish and install of a new PWM150 mixer on the 500,000 Gallon tank based on reuse of the existing electrical components. An option is also given to supply a new controller for an additional cost.


As far as any potential electrical work is concerned. We've worked alongside Andrews Electric for similar installations, and I've spoken with them about things here. If any electrical issues arise, or you choose to handle something immediately, we will coordinate directly with them but their invoicing would go through you to save cost. Below is a breakdown of possible scenarios and additional cost.

- Scenario #1 – Electrical work to remove and replace PAX controller on base of the center riser at same location - \$1,500.00 (per tank, if both just double the price)
- Scenario #2 – Electrical work to remove and replace PAX controller on base of the center riser at same location AND pull new wiring to tank roof w/ means of disconnecting (reuse existing conduit) - \$5,000.00 (per tank, if both just double the price)
- Scenario #3 – Electrical work to remove and replace PAX controller on base of the center riser at same location AND run new conduit AND pull new wiring to tank roof w/ means of disconnecting - \$12,000.00 (per tank, if both just double the price)

An IXOM GridBee GS-9 mixer with controller is \$22,000.00 w/ lead time of 3-6 weeks for comparison.

[Quoted text hidden]

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 **Beatrice NE - South Tower Mixer Replacement - 111425.pdf**  
154K



## AGENDA ITEM

**Subject:** Approval of Pay Request #3 to Building Crafts, Inc., for the WPC Grit Improvement Projects; **Resolution executing the Agreement Renewal and Certificate of Compliance with NDOT**, as recommended by the Board of Public Works

**For Agenda of:** December 1, 2025

**Exhibit(s):**

**Date Submitted:** November 26, 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 November 12, 2025, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #3 in the amount of \$170,056.20 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
- f. Recommend a resolution executing the Agreement Renewal to Maintenance Agreement No. 4 for the period of January 1, 2026 to December 31, 2026, and the Certificate of Compliance regarding all roadway snow removal and/or surface maintenance, with the Nebraska Department of Transportation (NDOT), to the Mayor and City Council.

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

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

MOTION CARRIED.

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

**WHEREAS**, the City of Beatrice and the Nebraska Department of Transportation have previously entered into Maintenance Agreement No. 4 regarding the maintenance of Highways 4, 77, and 136 within the corporate limits of the City of Beatrice; and

**WHEREAS**, The City of Beatrice desires to renew said Maintenance Agreement for the period of January 1, 2026 to December 31, 2026; and

**WHEREAS**, the City of Beatrice desires to certify its compliance with Section 8d, of said Maintenance Agreement No. 4, regarding all roadway snow removal and/or surface maintenance.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Agreement Renewal between the City of Beatrice and Nebraska Department of Transportation. A copy of said Agreement Renewal, marked as Exhibit "A", is attached hereto and is incorporated by reference.

**SECTION 2.** That the Mayor and City Clerk are hereby authorized to execute the Certificate of Compliance to Nebraska Department of Transportation. A copy of said Certificate, marked as Exhibit "B," is attached hereto and is incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

Exhibit "A"



# AGREEMENT RENEWAL

Maintenance Agreement No. 4  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Beatrice  
Municipal Extensions in Beatrice

We hereby agree that Maintenance Agreement No. 4 described above be renewed for the period January 1, 2026 to December 31, 2026.

All terms and attachments to remain in effect as per the original agreement with revised rates per Attachment B attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: City of Beatrice

\_\_\_\_\_  
*City Clerk/Witness*

\_\_\_\_\_  
*Mayor/Designee*

Executed by the State this \_\_\_\_\_ day of \_\_\_\_\_, 202 .

ATTEST: State of Nebraska

\_\_\_\_\_  
*District Engineer, Department of Transportation*

**MAINTENANCE OPERATION AND RESPONSIBILITY**  
**Municipal extensions and connecting links**  
*(Streets Designated Part of the State Highway System excluding Freeways)*

Maintenance Responsibility  
 Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities	2 <sup>nd</sup> Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances <i>(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)</i>	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility  
 Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1 <sup>st</sup> Class Cities > 40,000	1 <sup>st</sup> Class Cities < 40,000	2 <sup>nd</sup> Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

### City Maintenance Agreement

#### Attachment B

City of: Beatrice

Date: 10/16/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 31.38 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$31.38 \text{ lane miles} \times \$2,030.00 \text{ per lane mile} = \$63,701.40.$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$\text{lane miles} \times \$ \quad \text{per lane mile} = \$$$

Other (Explain)

**STATE OF NEBRASKA  
DEPARTMENT OF ROADS**

**RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS**

**NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105**

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
South Corporate Limits to where 2 lane turn into 4 lane	77	20.19	20.61	0.42	2	0.84	0.84	0
Where 2 lane turns into 4 lane to North Corporate Limits	77	20.61	25.97	5.36	4	21.44	21.44	0
W. Corporate Limits (Reed Street) to E. Corporate Limits (Co. Rd 223)	136	175.4	179.86	4.46	2	8.92	8.92	0
North Corporate Limits to West Jct US 136	4	156.04	156.13	0.09	2	0.18	0.18	0
				0		0		
<b>Total Lane Miles</b>				<b>10.33</b>		<b>31.38</b>	<b>31.38</b>	<b>0</b>

Exhibit "B"



# CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 4 QE 2206 Supp 3  
Maintenance Agreement between the Nebraska Department of Transportation and the  
Municipality of Beatrice  
Municipal Extensions in Beatrice

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: \_\_\_\_\_ day of \_\_\_\_\_, 202 .

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

\_\_\_\_\_  
*Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

\_\_\_\_\_  
*District Engineer, Department of Transportation*

### For Office Use Only

Agreement No.: \_\_\_\_\_  
Pay/Bill Code: \_\_\_\_\_  
Contractor No.: \_\_\_\_\_  
Amount: \$ \_\_\_\_\_

# NEBRASKA

Good Life Great Journey.

DEPARTMENT OF TRANSPORTATION

## City Maintenance Agreement

### Attachment B

City of: Beatrice

Date: 11/18/24

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 31.38 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,030.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

31.38 lane miles x \$2,030.00 per lane mile = \$63,701.40.

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$ \_\_\_\_\_ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

\_\_\_\_\_ lane miles x \$ \_\_\_\_\_ per lane mile = \$ \_\_\_\_\_

Other (*Explain*)

STATE OF NEBRASKA  
DEPARTMENT OF ROADS

RESPONSIBILITY FOR SURFACE MAINTENANCE  
OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339  
AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
South Corporate Limits to where 2 lane turn into 4 lane	77	20.19	20.61	0.42	2	0.84	0.84	0
Where 2 lane turns into 4 lane to North Corporate Limits	77	20.61	25.97	5.36	4	21.44	21.44	0
W. Corporate Limits (Reed Street) to E. Corporate Limits (Co. Rd 223)	136	175.4	179.86	4.46	2	8.92	8.92	0
North Corporate Limits to West Jct US 136	4	156.04	156.13	0.09	2	0.18	0.18	0
				0		0		
<b>Total Lane Miles</b>				<b>10.33</b>		<b>31.38</b>	<b>31.38</b>	<b>0</b>

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

**WHEREAS**, the City of Beatrice pursuant to the request of the Nebraska Department of Transportation, desires to certify receipt and expenditure of cash payment of funds from the State of Nebraska according to the Federal-Aid Transportation Fund Purchase-Sale Agreement (STP Funds) in the 2024-2025 fiscal year.

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

**SECTION 1.** That the Mayor be hereby authorized to execute the Annual Certification Form for the Nebraska Department of Transportation for the period of October 1, 2024 thru September 30, 2025. A copy of said Annual Certification Form, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

# Exhibit "A"

## Annual Certification Form

City of Beatrice , hereinafter "Local Public Agency" or "LPA"

Period of Time Covered by Certification  
**October 1, 2024 to September 30, 2025**

This certification is given by LPA pursuant to the requirement of the second paragraph of Neb. Rev. Stat. §39-1307 (as this section was amended by Section 1 of LB98, 2011 Legislative Session), as required by Section 5 of the Federal-Aid Transportation Fund Purchase-Sale Agreement (the Agreement) between the State of Nebraska Department of Transportation (State) and LPA.

LPA has received cash payment funds from the State according to the terms of the Agreement. LPA agreed in Section 5 of the Agreement to restrict LPA's use of the cash payment funds to certain specified uses. (See the language of Section 5 set out below). Section 6 of the Agreement requires LPA to make this certification annually. Further, the financial information on this form must also be reported in your annual reports to the Board of Public Roads Classifications and Standards.

The undersigned hereby certifies that he or she:

- 1) Has been properly authorized by LPA's governing body to make this certification on behalf of the LPA.
- 2) Has sufficient information to accurately, fully and fairly make this certification.
- 3) Is familiar with the terms of the Agreement between the LPA and the State, including particularly, the limitations on LPA's use of the cash payment funds set out in Section 5 of the Agreement.
- 4) Is familiar with LPA's accounting systems and bank and investment accounts and knows (a) where the cash payment funds have been deposited or invested and (b) how the cash payment funds have been managed and accounted for within LPA's financial records.
- 5) Is familiar with the details of all projects or activities of LPA for which funds in the cash payment account have been used by LPA.
- 6) Believes, that to the best of his or her knowledge and belief, (1) LPA's use of the cash payment funds fully and fairly complies with the requirements of Section 5 of the Agreement, and (2) LPA has segregated the cash payment it received from the State and has separately accounted for any STP and HBP portions of the cash payment within its accounting system.

**12-1-2025**

Date

Signature

**Robert Morgan**

Printed Name

**Mayor**

Title

Fund Type	FY-2024 Carryover <small>(funding amount reported last certification period as unexpended)</small>	FY-2025 Allotment	Total Available Allotment <small>(combination of FY-2024 carryover and new FY-2025 funds)</small>	Allocation Expended <small>(10/1/24 and 9/30/2025)</small>	Remaining Allocation
34750 Highway Street Buyback Program (STP)	\$ -	\$ 286,369.24	\$ 286,369.24	745,207.00	
Bridge Buyback Program (HBP)	\$ -	\$ -	\$ -		
<b>Project Location and Description</b> <small>(Please provide Accurate locations and an explanation of work completed with FFPP Funds)</small>					
Location	Project Description/Work Completed				
Lincoln Street, 25th to 27th	Concrete Reconstruction, \$745,207.00				

**SECTION 5. Limitations on LPA's Use of Cash Payment.** The portion of the cash payment received by LPA from the State for the purchase of **STP funds** shall be used solely for the cost of construction, reconstruction, maintenance, or repair of public highways, streets, roads, or bridges and facilities, appurtenances, and roadway structures deemed necessary in connection therewith. The portion of the cash payment received by LPA from the State for the purchase of **HBP funds** shall be used solely for the construction, reconstruction, improvement, repair or maintenance of LPA public road bridges. The LPA's use of the cash payment for "maintenance," under the prior two sentences, shall be limited to maintenance projects that preserve, restore or correct major roadway or bridge conditions and the cash payment will not be used for LPA's routine maintenance activities.

The phrase "facilities, appurtenances, and roadway structures deemed necessary in connection therewith," as used in the first sentence of this section, includes medians; accessory lanes; steps; handrails; sidewalks, adjoining trails, paths and related structures; drainage facilities such as storm sewers, curb or grate inlets, culverts, ditches, and other drainage structures; guardrails; lighting facilities; driveways; retaining walls and other similar facilities that are necessary or desirable and directly related to the proper design of streets, roads and highways.

LPA shall segregate the cash payment and shall separately account for the STP and HBP portions of any cash payment received from the State within its accounting system. The LPA may accumulate and invest the STP or HBP portions of the cash payment it receives so long as the earnings from such investments are used for the applicable purposes provided in this section. The cash payment funds may be used for any phase of an allowable project. The phases of an allowable project include, but are not limited to: 1) preliminary engineering, 2) right-of-way acquisition, 3) utility relocations, 4) construction, and 5) construction engineering.

All roads and bridges shall be designed and constructed to meet the minimum standards of the Nebraska Board of Public Roads Classifications and Standards.

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

**WHEREAS**, State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

**WHEREAS**, The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31<sup>st</sup> of each year) the appointment of the City Street Superintendent to the NDOT using the Year-End Certification of City Street Superintendent form; and

**WHEREAS**, The NDOT requires that such certification shall also include a copy of the meeting minutes showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

**WHEREAS**, The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor and shall include a copy of a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor.

**WHEREAS**, the City of Beatrice desires to name Jason Moore as the City's Certified City Street Superintendent for determining incentive payment from NDOT.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to sign the Year-End Certification of City Street Superintendent form, marked as Exhibit "A" and attached hereto.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2025. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2025. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2025

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January 1, 2025 to December 31, 2025

(1)(a) The municipality of Beatrice certifies that: was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality (checked), Contract (consultant) with this Municipality, Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

- 1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units, 2. Developing an annual program for design, construction, and maintenance, 3. Developing an annual budget based on programmed projects and activities, 4. Submitting such plans, programs, and budgets to the local governing body for approval; and 5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as city engineer, village engineer, public works director, city manager, city administrator, street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1529 and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E-

(2) Signature of Mayor or Village Board Chairperson (checked)

(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2025, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2025 to:

Highway Local Liaison Coordinator, Boards-Liaison Services Section, Local Assistance Division, Nebraska Department of Transportation, PO Box 94759, Lincoln NE 68509-4759

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

**WHEREAS**, the City of Beatrice is required to certify a City Street Superintendent for determining incentive payment from the Nebraska Department of Transportation (“NDOT”) and for other related matters; and

**WHEREAS**, the Certified City Street Superintendent is required, among other duties, to develop and annually update a long-range roads plan; develop an annual program for design, construction and maintenance of City roads; develop an annual budget based on programmed projects and activities, submit such plans, programs, and budgets to the City for approval; implement the capital improvements and maintenance activities provided in the approved plans, programs, and budgets; and prepare and submit annually to the Board of Public Roads Classifications and Standards the one-year and six year plans; and

**WHEREAS**, the City of Beatrice desires to name Jason Moore as the City’s Certified City Street Superintendent for determining incentive payment from NDOT.

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

**SECTION 1.** That the City of Beatrice does hereby appoint Jason Moore, License Number S-1529 Class A, as an Employee of the City of Beatrice, to fill the position of Certified City Street Superintendent for determining incentive payment from the Nebraska Department of Transportation (“NDOT”) and for performance of other related matters for the City of Beatrice, Nebraska.

**SECTION 2.** That the above referenced appointment of Jason Moore shall be effective January 1, 2026 to December 31, 2026.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

**PUBLIC HEARING NOTICE**  
**PLAN MODIFICATION "25-4" TO THE REDEVELOPMENT PLAN FOR**  
**REDEVELOPMENT AREA NO. 1**

The Mayor and City Council of the City of Beatrice will hold a public hearing on Monday, December 1, 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 "25-4" to the Redevelopment Plan for Redevelopment Area No. 1. The developer, Landmark Snacks, LLC, a Nebraska limited liability company, has proposed the redevelopment of real estate legally described as a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000, and all required public infrastructure improvements within Redevelopment Area #1 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 "25-4". 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

November 14 and 21, 2025

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

**WHEREAS**, the Mayor and City Council of the City of Beatrice, Nebraska (the “City”) passed and approved Ordinance No. 17-33 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 April 3, 2017, 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. 1; 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. 1; and

**WHEREAS**, the Authority has prepared a proposed Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1; and

**WHEREAS**, a Modification to the Redevelopment Plan for Redevelopment Area No. 1 (the “Modification”) for the Landmark Snacks Redevelopment Project (the “Project”) has been prepared pursuant to the Act, to identify specific property within Redevelopment Area No. 1 that is in need of redevelopment to cause the removal of blight and substandard conditions; and

**WHEREAS**, on October 31, 2025, the Authority submitted the proposed Modification 25-4 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 November 17, 2025, the Planning and Zoning Commission held a public hearing and reviewed the proposed Modification 25-4 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 25-4 regarding the Project; and

**WHEREAS**, on November 21, 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. 1 prepared by the Authority. A copy of the Modification of the Redevelopment Plan for the Redevelopment Area No. 1 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 December 1, 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. 1, as modified by Modification 25-4:

- 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 25-4 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 1<sup>st</sup> day of December, 2025.

Attest:

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

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

EXHIBIT "A"

**PLAN MODIFICATION "25-4" TO REDEVELOPMENT AREA #1  
OF THE CITY OF BEATRICE, NEBRASKA  
(LANDMARK SNACKS 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 #1. The Redevelopment Plan was approved by the Mayor and City Council on April 3, 2017. 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 Landmark Snacks 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 will consist of a portion of Parcel No. 004148000. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 Landmark Snacks Redevelopment Project**

Landmark Snacks, LLC, a Nebraska limited liability company (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1.

**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 #1. 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 Landmark Snacks Redevelopment Project**

The Project will be completed in up to two (2) 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**

A portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska,

Parcel No. 004148000. \*

\*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 more business to the Project Site, but is not expected to significantly increase population density.

C. Land Coverage

The Project Site consists of approximately 20 acres of land. The footprint of the improvements is approximately 156,000 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. Existing street layouts will be evaluated during development.

E. Parking

The project will include the development of off-street parking available for employees and customers.

F. Zoning, Building Code and Ordinances

The Project Site is an area currently zoned General Industrial (GI). The parcel will not require rezoning to permit the construction of planned improvements. Redeveloper shall be responsible for any building code or ordinance changes that are necessary for the Project.

**EXHIBIT "D"**  
**Cost-Benefit Analysis**  
**Landmark Snacks Redevelopment Project**

This Cost-Benefit Analysis of the Landmark Snacks 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 #1. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 Landmark Snacks Redevelopment Project are described more particularly in this Redevelopment Plan Modification. For purposes of this cost-benefit analysis, the Landmark Snacks 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:	\$280,000.00
b.	Estimated Completed Project Assessed Valuation:	\$24,202,505.00
c.	Estimated Increase in Valuation	\$23,922,505.00
d.	Estimated Annual Projected Tax Increment:	\$408,208.16

*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 Landmark Snacks 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 Landmark Snacks Redevelopment Project is signed. However, these figures present an estimate for the purpose of weighing the overall costs and benefits of the Landmark Snacks 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 Forty Million Dollars (\$40,000,000.00) for the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1, including expenditures for eligible public improvements. It is proposed that up to approximately Four Million Two Hundred Seventy-One Thousand Nine Hundred Dollars (\$4,271,900.00) 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. The impact on Beatrice Public Schools is expected to be minimal. This project will enable the Redeveloper to develop a 156,000 industrial building located on the Project Site.

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 expected to have an impact on private sector businesses in and around the immediate area outside the boundaries of the redevelopment project as this Project will have approximately one hundred fifty (150) employees. 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.

**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 Four Million Two Hundred Seventy-One Thousand Nine Hundred Dollars (\$4,271,900.00) in TIF to create approximately Twenty-Four Million Dollars (\$24,000,000.00) 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.



**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

November 14, 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 25-4 for the Development Plan of Development Area No. 1

Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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500 North Commerce Street | Beatrice, NE 68310  
Phone: 402.228.5211 Fax: 402.223.5181

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Erich:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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**

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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Neal:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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**

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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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Paul:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Scott:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Dawn:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Roger:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Brenda:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 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 25-4 for the Development Plan of Development Area No. 1

Dear Eric:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 11

Dear Don:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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**



## **NOTICE OF HEARING**

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on Monday, December 1, 2025 in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, on the acquisition of real property Leseberg Properties, LLC, a Nebraska limited liability company, legally described as follows: Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 015171000.

Erin Saathoff, MMC, City Clerk

November 21, 2025

**MEMORANDUM**

**TO:** Mayor & City Council

**DATE SUBMITTED:** November 19, 2025

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** December 1, 2025

**SUBJECT:** Sale of Real Estate – Leseberg Properties, LLC

**EXHIBIT(S):** Contract

The City has received an offer from Leseberg Properties, LLC to purchase Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Gage County Parcel No. 015171000. The total purchase price will be Eighteen Thousand Dollars (\$18,000.00)



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

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Leseberg Properties, 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 Eighteen Thousand Dollars (\$18,000.00); 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 Leseberg Properties, LLC:

Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg 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 1<sup>st</sup> day of December, 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 Leseberg Properties, LLC, a Nebraska limited liability company, hereinafter referred to as "Seller", and the City of Beatrice, Nebraska, a Municipal Corporation, 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 described as follows:

Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska (the "Property").

**2. PURCHASE PRICE:** The purchase price shall be Eighteen Thousand Dollars (\$18,000.00) being due and payable from Buyer to Seller on the date of closing.

**3. IMPROVEMENTS; PERSONAL PROPERTY; FIXTURES:** There are no improvements, personal property, or fixtures located on the Property.

**4. TAXES AND ASSESSMENTS:** Real estate taxes for 2024 (due in 2025) and all prior years shall be paid by Seller. Real Estate taxes for 2025 (due in 2026) shall be prorated between Seller and Buyer. All future years shall be paid by Buyer.

**5. POSSESSION:** The Buyer shall be entitled to full possession on the date of closing.

**6. 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 split evenly between Seller and Buyer. Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions

of record.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. ESCROW:** The Seller shall execute a Warranty Deed on or before the date of closing, conveying said real estate to Buyer. The Deed will be placed with the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310, and will be delivered to Buyer by Escrow Agent at closing.

**12. ESCROW AGENT FOR CLOSING:** Seller and Buyer hereby appoint the Taylor Rivera, City Attorney, as Escrow Agent for closing, pursuant to the terms of this Agreement, to do the following:

(a) to receive and execute a copy of this Agreement, the Deeds from the Seller to the Buyers, 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 Buyers at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive from Buyer and Seller all closing costs.

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

(f) to receive from Buyer and Seller a closing fee of \$0.00.

(g) to remit unto Seller all sums due Seller, after deducting any sums required to be paid at closing.

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.

**13. 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.

**14. CLOSING:** The parties shall close this transaction at such time and date as they mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the office of the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 a.m. on or before December 30, 2025. At the time of closing, Seller shall deliver to the Escrow Agent the Deed of Conveyance, Real Estate Transfer Statements and check for the payment of the documentary stamp tax, in exchange of the payment of the purchase price set forth in Paragraph 2, hereof, due from Buyer to Seller at that time.

**15. WAIVER:** A waiver by the Seller or Buyer, 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.

**16. 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 balance 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.

**17. 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.

**18. NOTICES:** Notices to Buyer shall be given to Buyer at the following address:

Taylor Rivera, 400 Ella Street, Beatrice, NE 68310, telephone: 402-228-5200.

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

Leseberg Properties, LLC, 2009 South 19<sup>th</sup> Street, Beatrice, NE 68310.

**19. 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.

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Leseberg Properties, LLC, a  
Nebraska limited liability company, Seller

  
Richard Leseberg, Member

Attest:


CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation, Buyer

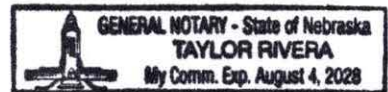
\_\_\_\_\_  
Erin Saathoff, MMC, City Clerk

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

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing Contract for Sale of Real Estate was acknowledged before me this 13<sup>th</sup> day of November, 2025, by Richard Leseberg, Member and authorized signatory on behalf of Leseberg Properties, LLC, to be his voluntary act and deed on behalf of Leseberg Properties, LLC.

  
\_\_\_\_\_  
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 on behalf of the City of Beatrice, to be his voluntary act and deed on behalf of the City.

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

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

**WHEREAS**, the Mayor and City Council of the City of Beatrice, Nebraska (the “City”) passed and approved Ordinance No. 17-33 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 April 3, 2017, 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. 1; 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. 1; and

**WHEREAS**, the Authority has prepared a proposed Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1; and

**WHEREAS**, a Modification to the Redevelopment Plan for Redevelopment Area No. 1 (the “Modification”) for the Landmark Snacks Redevelopment Project (the “Project”) has been prepared pursuant to the Act, to identify specific property within Redevelopment Area No. 1 that is in need of redevelopment to cause the removal of blight and substandard conditions; and

**WHEREAS**, on October 31, 2025, the Authority submitted the proposed Modification 25-4 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 November 17, 2025, the Planning and Zoning Commission held a public hearing and reviewed the proposed Modification 25-4 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 25-4 regarding the Project; and

**WHEREAS**, on November 21, 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. 1 prepared by the Authority. A copy of the Modification of the Redevelopment Plan for the Redevelopment Area No. 1 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 December 1, 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. 1, as modified by Modification 25-4:

- 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 25-4 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 1<sup>st</sup> day of December, 2025.

Attest:

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

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

EXHIBIT "A"

**PLAN MODIFICATION "25-4" TO REDEVELOPMENT AREA #1  
OF THE CITY OF BEATRICE, NEBRASKA  
(LANDMARK SNACKS 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 #1. The Redevelopment Plan was approved by the Mayor and City Council on April 3, 2017. 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 Landmark Snacks 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 will consist of a portion of Parcel No. 004148000. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 Landmark Snacks Redevelopment Project**

Landmark Snacks, LLC, a Nebraska limited liability company (the “Redeveloper”) has submitted a proposal for the redevelopment of the Project Site. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1.

### **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 #1. 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 Landmark Snacks Redevelopment Project**

The Project will be completed in up to two (2) 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.

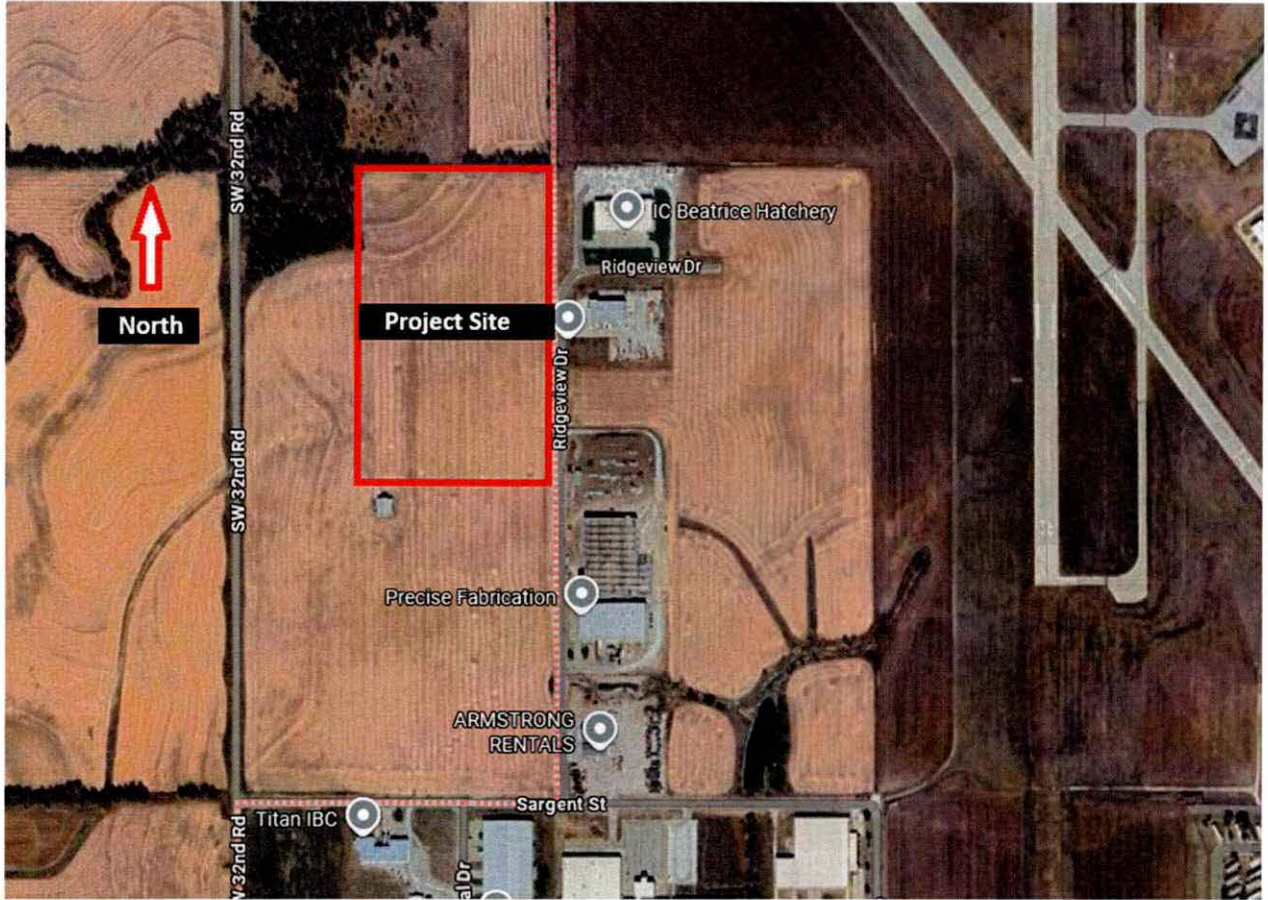
**EXHIBIT "A"**  
**Project Site**

A portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska,

Parcel No. 004148000. \*

\*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 more business to the Project Site, but is not expected to significantly increase population density.

C. Land Coverage

The Project Site consists of approximately 20 acres of land. The footprint of the improvements is approximately 156,000 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. Existing street layouts will be evaluated during development.

E. Parking

The project will include the development of off-street parking available for employees and customers.

F. Zoning, Building Code and Ordinances

The Project Site is an area currently zoned General Industrial (GI). The parcel will not require rezoning to permit the construction of planned improvements. Redeveloper shall be responsible for any building code or ordinance changes that are necessary for the Project.

**EXHIBIT "D"**  
**Cost-Benefit Analysis**  
**Landmark Snacks Redevelopment Project**

This Cost-Benefit Analysis of the Landmark Snacks 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 #1. The Project will consist of the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1. 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 Landmark Snacks Redevelopment Project are described more particularly in this Redevelopment Plan Modification. For purposes of this cost-benefit analysis, the Landmark Snacks 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:	\$280,000.00
b.	Estimated Completed Project Assessed Valuation:	\$24,202,505.00
c.	Estimated Increase in Valuation	\$23,922,505.00
d.	Estimated Annual Projected Tax Increment:	\$408,208.16

*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 Landmark Snacks 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 Landmark Snacks Redevelopment Project is signed. However, these figures present an estimate for the purpose of weighing the overall costs and benefits of the Landmark Snacks 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 Forty Million Dollars (\$40,000,000.00) for the construction of a 156,000 sq. ft. industrial building, along with all required public improvements within Redevelopment Area #1, including expenditures for eligible public improvements. It is proposed that up to approximately Four Million Two Hundred Seventy-One Thousand Nine Hundred Dollars (\$4,271,900.00) 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. The impact on Beatrice Public Schools is expected to be minimal. This project will enable the Redeveloper to develop a 156,000 industrial building located on the Project Site.

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 expected to have an impact on private sector businesses in and around the immediate area outside the boundaries of the redevelopment project as this Project will have approximately one hundred fifty (150) employees. 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.

**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 Four Million Two Hundred Seventy-One Thousand Nine Hundred Dollars (\$4,271,900.00) in TIF to create approximately Twenty-Four Million Dollars (\$24,000,000.00) 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.



**STAKE  
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CLAIM**

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**SERVICE CENTER**

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Phone: 402.228.5211 Fax: 402.223.5181

November 14, 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 25-4 for the Development Plan of Development Area No. 1

Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Erich:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Neal:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Paul:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Scott:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Jason:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Dawn:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Roger:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

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November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 1

Dear Brenda:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

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November 14, 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 25-4 for the Development Plan of Development Area No. 1

Dear Eric:

Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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

November 14, 2025

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

RE: Consideration of Plan Modification 25-4 for the Development Plan of Development Area No. 11

Dear Don:

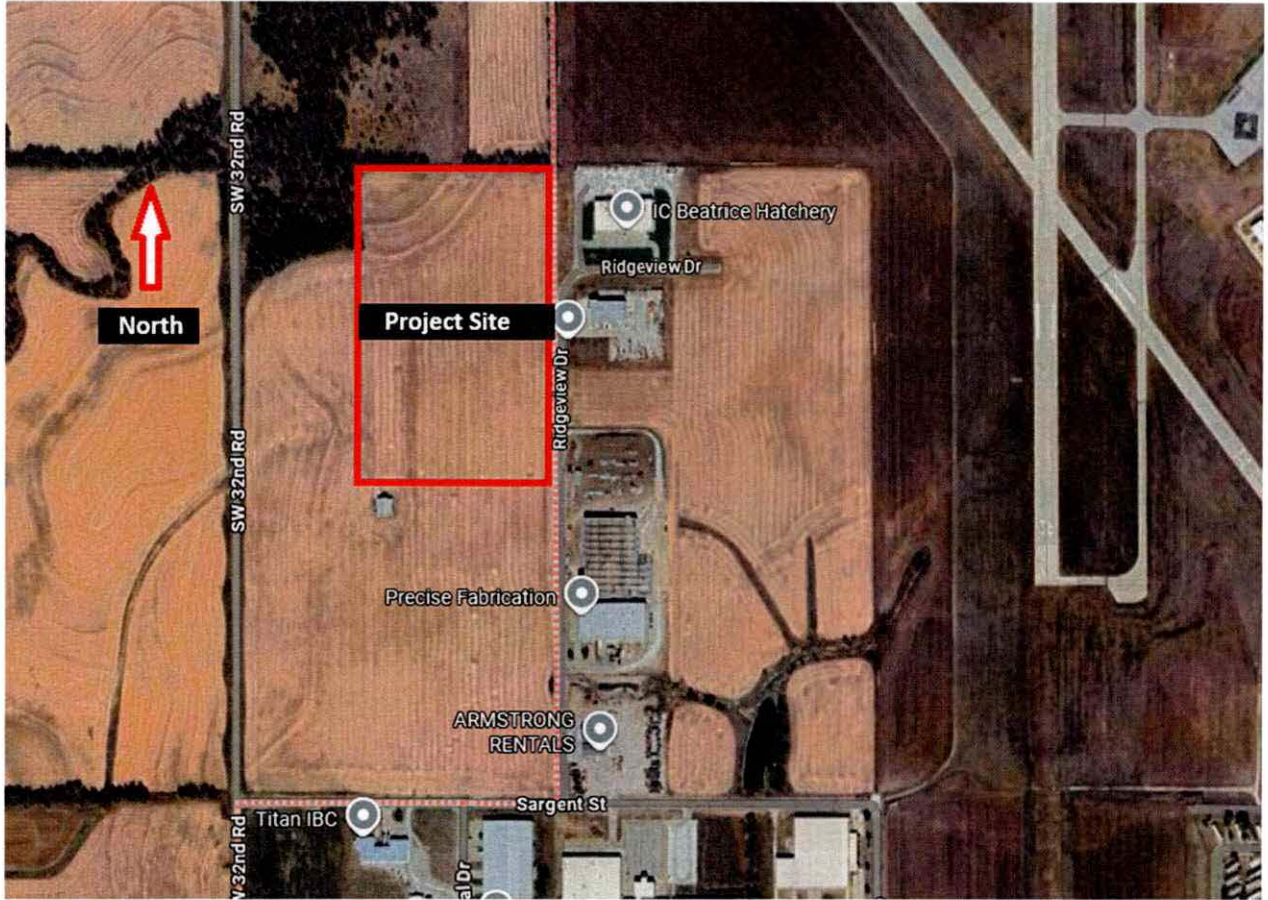
Enclosed is a copy of the Notice of a Public Hearing to consider a redevelopment plan for Redevelopment No. 1, in the City of Beatrice, Nebraska. The Public Hearing before the City Council shall be held on December 1, 2025 at 6:00 p.m. Said hearing shall be held at the Beatrice Public Schools Administration 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 a portion of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 21, Township 4 North, Range 6 East of the 6th P.M., Gage County, Nebraska, Gage County Parcel No. 004148000. 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:** November 19, 2025

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** December 1, 2025

**SUBJECT:** Sale of Real Estate – Leseberg Properties, LLC

**EXHIBIT(S):** Contract

The City has received an offer from Leseberg Properties, LLC to purchase Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska, Gage County Parcel No. 015171000. The total purchase price will be Eighteen Thousand Dollars (\$18,000.00)



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

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Leseberg Properties, 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 Eighteen Thousand Dollars (\$18,000.00); 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 Leseberg Properties, LLC:

Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg 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 1<sup>st</sup> day of December, 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 Leseberg Properties, LLC, a Nebraska limited liability company, hereinafter referred to as "Seller", and the City of Beatrice, Nebraska, a Municipal Corporation, 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 described as follows:

Lots One (1), Two (2), Three (3), Ten (10), Eleven (11), and Twelve (12), and the vacated alley adjacent thereto, except the West 10 feet of Lot Three (3) and except the West 10 feet of Lot Ten (10), all in Block Forty-Four (44), Wittenberg Addition to the City of Beatrice, Gage County, Nebraska (the "Property").

**2. PURCHASE PRICE:** The purchase price shall be Eighteen Thousand Dollars (\$18,000.00) being due and payable from Buyer to Seller on the date of closing.

**3. IMPROVEMENTS; PERSONAL PROPERTY; FIXTURES:** There are no improvements, personal property, or fixtures located on the Property.

**4. TAXES AND ASSESSMENTS:** Real estate taxes for 2024 (due in 2025) and all prior years shall be paid by Seller. Real Estate taxes for 2025 (due in 2026) shall be prorated between Seller and Buyer. All future years shall be paid by Buyer.

**5. POSSESSION:** The Buyer shall be entitled to full possession on the date of closing.

**6. 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 split evenly between Seller and Buyer. Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions

of record.

**7. 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.

**8. 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.

**9. 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.

**10. 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.

**11. ESCROW:** The Seller shall execute a Warranty Deed on or before the date of closing, conveying said real estate to Buyer. The Deed will be placed with the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310, and will be delivered to Buyer by Escrow Agent at closing.

**12. ESCROW AGENT FOR CLOSING:** Seller and Buyer hereby appoint the Taylor Rivera, City Attorney, as Escrow Agent for closing, pursuant to the terms of this Agreement, to do the following:

(a) to receive and execute a copy of this Agreement, the Deeds from the Seller to the Buyers, 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 Buyers at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive from Buyer and Seller all closing costs.

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

(f) to receive from Buyer and Seller a closing fee of \$0.00.

(g) to remit unto Seller all sums due Seller, after deducting any sums required to be paid at closing.

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.

**13. 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.

**14. CLOSING:** The parties shall close this transaction at such time and date as they mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the office of the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 a.m. on or before December 30, 2025. At the time of closing, Seller shall deliver to the Escrow Agent the Deed of Conveyance, Real Estate Transfer Statements and check for the payment of the documentary stamp tax, in exchange of the payment of the purchase price set forth in Paragraph 2, hereof, due from Buyer to Seller at that time.

**15. WAIVER:** A waiver by the Seller or Buyer, 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.

**16. 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 balance 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.

**17. 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.

**18. NOTICES:** Notices to Buyer shall be given to Buyer at the following address:

Taylor Rivera, 400 Ella Street, Beatrice, NE 68310, telephone: 402-228-5200.

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

Leseberg Properties, LLC, 2009 South 19<sup>th</sup> Street, Beatrice, NE 68310.

**19. 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.

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Leseberg Properties, LLC, a  
Nebraska limited liability company, Seller

  
Richard Leseberg, Member

Attest:


CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation, Buyer

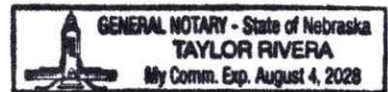
\_\_\_\_\_  
Erin Saathoff, MMC, City Clerk

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

STATE OF NEBRASKA        )  
  ) ss.  
COUNTY OF GAGE         )

The foregoing Contract for Sale of Real Estate was acknowledged before me this 13<sup>th</sup> day of November, 2025, by Richard Leseberg, Member and authorized signatory on behalf of Leseberg Properties, LLC, to be his voluntary act and deed on behalf of Leseberg Properties, LLC.

  
\_\_\_\_\_  
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 on behalf of the City of Beatrice, to be his voluntary act and deed on behalf of the City.

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

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

**WHEREAS**, on or about May 9, 2022, the City of Beatrice, Nebraska (“City”) executed a Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City and Lange for said partial demolition of 411 Court Street in the amount of Twelve Thousand Six Hundred Twenty-Five Dollars (\$12,625.00); and

**WHEREAS**, on or about July 5, 2022, the City executed an Agreement between Skyline Construction, Inc. (“Skyline”), Phillip K. Knowles and Judith A. Knowles, and Lange Enterprises, LLC (“Lange”) for the demolition of the building located at 413 Court Street and the bolstering of the adjacent buildings; and

**WHEREAS**, subsequently, the City was informed by Skyline that a Change Order in the amount of Twenty-Six Thousand Dollars (\$26,000.00) would be required to complete the partial demolition of 411 Court Street; and

**WHEREAS**, on September 6, 2022, the City executed said Change Order between the City and Skyline; and

**WHEREAS**, on November 21, 2022, the City executed a subsequent Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust between the City and Lange in the amount of Twenty-Six Thousand Dollars (\$26,000.00) for said partial demolition of 411 Court Street (the “Loan”); and

**WHEREAS**, Lange has satisfied the Loan in full; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to authorize the Mayor, City Attorney, and City Clerk to execute any and all releases, any and all requests for reconveyances, deeds of reconveyance, and any and all other documents necessary to release and discharge Lange Enterprises, LLC, along with its heirs, executors, administrators, successors

and assigns from any and all actions, debts, claims and demands whatsoever the City every had or may have regarding said Loan to Lange Enterprises, LLC.

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

**SECTION 1.** That the Loan Agreement dated May 9, 2022, is designated as terminated and satisfied.

**SECTION 2.** That the corresponding Promissory Note dated May 9, 2022, is hereby terminated and satisfied.

**SECTION 3.** That the corresponding Personal Guaranty dated May 9, 2022, is hereby terminated and satisfied.

**SECTION 3.** That the Deed of Trust for said Loan Agreement, dated May 9, 2022, and recorded in the Gage County Register of Deeds Office on September 29, 2022, and recorded as Instrument No. 2022-3109, is hereby terminated and satisfied.

**SECTION 4.** That the Loan Agreement dated November 21, 2022, is designated as terminated and satisfied.

**SECTION 5.** That the corresponding Promissory Note dated November 21, 2022, is hereby terminated and satisfied.

**SECTION 7.** That the corresponding Personal Guaranty dated November 21, 2022, is hereby terminated and satisfied.

**SECTION 8.** That the Deed of Trust for said Loan Agreement, dated November 21, and recorded in the Gage County Register of Deeds Office on November 22, 2022, and recorded as Instrument No. 2022-3767, is hereby terminated and satisfied.

**SECTION 9.** That all securities, guarantees, or obligations of Lange Enterprises regarding the Loan Agreement dated May 9, 2022, are hereby terminated and satisfied.

**SECTION 10.** That all securities, guarantees, or obligations of Lange Enterprises regarding the Loan Agreement dated November 21, 2022, are hereby terminated and satisfied.

**SECTION 11.** That the Mayor, City Attorney, and City Clerk are hereby authorized to sign and execute any and all other documents necessary to release and discharge Lange Enterprises, LLC, along with their heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever, the City ever had or may have regarding said Loans.

**SECTION 12.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 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 Agreements, dated May 9, 2022 and November 21, 2022, entered into by the RELEASOR and Lange Enterprises, LLC, as RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

Loan Agreement dated May 9, 2022, regarding the partial demolition of 411 Court Street;

Promissory Note dated May 9, 2022, regarding the partial demolition of 411 Court Street;

Personal Guaranty dated May 9, 2022, regarding the partial demolition of 411 Court Street;

Deed of Trust dated May 9, 2022, recorded in the Gage County Register of Deeds as Instrument No. 2022-3109;

Loan Agreement dated November 21, 2022, regarding the partial demolition of 411 Court Street;

Promissory Note dated November 21, 2022, regarding the partial demolition of 411 Court Street;

Personal Guaranty dated November 21, 2022, regarding the partial demolition of 411 Court Street; and

Deed of Trust dated November 21, 2022, recorded in the Gage County Register of Deeds as Instrument No. 2022-3767,

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 1<sup>st</sup> day of December, 2025.

Attest:

City of Beatrice, RELEASOR

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

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

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

## REQUEST FOR RECONVEYANCE

The undersigned Beneficiary requests the Trustee to reconvey the real estate described as follows:

**Parcel 1 (1210 Market St.):** Lot Nine (9), Block Fifty-Six (56), Original Town of Beatrice, Gage County, Nebraska;

AND

**Parcel 2 (411 Court St.):** The East Half (½) of Lot Four (4), Block Sixty-Four (64), Original Town of Beatrice, Gage County Nebraska;

TOGETHER WITH

**Parcel 3 (409 Court St.):** The West Half (½) of Lot Four (4), Block Sixty-Four (64), Original Town of Beatrice Gage County, Nebraska, EXCEPT a strip nine (9) inches off the West side of said lot,

to the person or persons entitled thereto.

---

Robert Morgan, Mayor  
City of Beatrice, Nebraska, Beneficiary

STATE OF NEBRASKA     )  
                                  ) ss.  
COUNTY OF GAGE        )

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

---

Notary Public

## DEED OF RECONVEYANCE

The indebtedness secured by the Deeds of Trust executed by Lange Enterprises, LLC, a Nebraska limited liability company, as Trustor to Taylor Rivera, an licensed Attorney in the State of Nebraska in good standing, as Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated May 9, 2022 and November 21, 2022, and recorded in the Gage County Register of Deeds Office on September 29, 2022, and recorded as Instrument No. 2022-3109 and on November 22, 2022, and recorded as Instrument No. 2022-3767, respectively, have been satisfied and paid in full, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement above.

In accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deeds of Trust in the following:

**Parcel 1 (1210 Market St.):** Lot Nine (9), Block Fifty-Six (56), Original Town of Beatrice, Gage County, Nebraska;

AND

**Parcel 2 (411 Court St.):** The East Half (½) of Lot Four (4), Block Sixty-Four (64), Original Town of Beatrice, Gage County Nebraska;

TOGETHER WITH

**Parcel 3 (409 Court St.):** The West Half (½) of Lot Four (4), Block Sixty-Four (64), Original Town of Beatrice Gage County, Nebraska, EXCEPT a strip nine (9) inches off the West side of said lot.

DATED: December \_\_\_\_, 2025.

\_\_\_\_\_  
Taylor Rivera, Trustee

STATE OF NEBRASKA    )  
                                  ) ss.  
COUNTY OF GAGE        )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of December, 2025, by Taylor Rivera, as Trustee.

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



## MEMORANDUM

**To:** Beatrice City Council  
Mr. Tobias Tempelmeyer, City Administrator

**From:** Brent Merchant, Co-Founder and Principal  
Charlie Pistner, Director of Government Relations  
Mary Ellen Golcheski, Government Relations Associate  
Merchant McIntyre & Associates

**Re:** Review of 2025 Partnership and 2026 Future Planning

**Date:** November 14, 2025

---

Since 2023, the City of Beatrice has entrusted Merchant McIntyre Associates (MM) to lead its federal funding and advocacy efforts in Washington. As your “boots on the ground” in D.C., MM serves as an extension of the City’s staff to help identify, write, submit, mobilize Congressional support for, and win significant federal funding on behalf of the City.

Over the course of our partnership, the City’s investment in MM’s services has led to \$21,655,917 in secured federal funding, yielding a **return on investment (ROI) of 112:1**. With \$11,154,092 in pending applications and additional opportunities on the horizon, MM is positioned to push this ROI even higher in the coming year. Notably, in early 2026 we expect to submit to the Environmental Protection Agency (EPA) a Brownfields Cleanup Grant that will include over \$3,500,000 in requested federal dollars for cleanup activities at the former Dempster Industries site. We appreciate the time City council members and City staff took to show us the property this October, and we are working in earnest to prepare the application for EPA review.

This memo captures the work we have accomplished through our partnership thus far as well as a select list of current grant applications and future opportunities.

### Secured Federal Funding

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- **Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant** (now the BUILD program)
  - **\$21,389,417** to reroute Highway 136 south of downtown Beatrice and redevelop Court Street as a pedestrian-focused corridor. This project will address safety, mobility, community connectivity, and quality of life challenges in downtown Beatrice while driving business and economic development in the corridor.
- **DOT Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant**
  - **\$106,400** to update the City’s ADA Accessibility Plan.

- **Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) Grant**
  - **\$160,100** for the Beatrice Fire and Rescue Department to replace outdated hoses and nozzles.

#### **Submitted and Pending Applications**

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- **Department of Justice (DOJ) Bureau of Justice Assistance, Body Worn Camera (BWC) Grant Program**
  - **\$111,760** to expand and modernize Beatrice’s Body-Worn Camera equipment to strengthen transparency, operations, accountability, and officer safety.
- **FY26 Congressionally Directed Spending**
  - **\$782,000** for equipment upgrades at the Southeast Communications 911 Center.
  - Championed by Senator Fisher, this project has been included in the FY26 Commerce-Justice-Science Appropriations Bill currently under consideration in Congress.
- **DOT Safe Streets and Roads for All (SS4A) Implementation Grant**
  - **\$10,400,000** for the improvement of safety measures along the Lincoln Street Corridor throughout the downtown business district.
- **National Endowment for the Arts (NEA) Our Town Grant**
  - **\$99,000** for the installation of a new cultural welcome sign along the Highway 4 entrance to Beatrice.
- **Department of Agriculture (USDA) Rural Business Development Grant (RBDG)**
  - **\$43,332** to support the creation of a strategic downtown business development plan to work in conjunction with the RAISE grant of reconstructing and revitalizing the downtown corridor.
- **DOT Rural Tribal Assistance Pilot Grant Program**
  - **\$500,000** to conduct preliminary design, engineering studies, and technical components for constructing a new trail that would connect the hospital to the downtown corridor.

#### **Current Targets and Future Federal Funding Opportunities for Consideration**

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- **FY27 Congressionally Directed Spending**
  - **Anticipated Submission Date:** Spring 2026
  - **Status:** The City of Beatrice and MM have begun discussing project options for the City’s FY27 earmark request. MM has developed earmark application tools that will be used to ensure Beatrice submits a highly competitive request to the Nebraska Congressional delegation.

- **Environmental Protection Agency (EPA) Brownfields Cleanup Grants**
  - **Anticipated Submission Date:** January 2026
  - **Status:** MM has been working with the City, Nebraska Department of Water, Energy, and Environment (NDWEE), and Kansas State Brownfields Technical Assistance representatives to resubmit a Brownfields proposal for cleanup activities at the former Dempster Industries site.
  
- **Nebraska Department Water Energy and Environment (NDWEE) Environmental Cleanup Grant**
  - **Anticipated Submission Date:** December 2025
  - **Status:** The City of Beatrice and MM have begun preparing a grant application to the State's environmental cleanup grant program as a resource to support costs associated with cleanup activities at the Dempster Industries site. The grant is issued as a reimbursement, with the grant amount being based on available funding at the time of the request.
  
- **DOT Infrastructure for Rebuilding America (INFRA)**
  - **Anticipated Release Date:** Next program is expected in FY26
  - **Description:** The Infrastructure for Rebuilding America (INFRA) competitive grant program supports advancing nationally significant multimodal freight and highway projects to improve the safety, efficiency, and reliability of the movement of freight and people.
  - **Award Details:** No specified award ceiling. Projects are expected to request not less than \$5,000,000.
  
- **Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER)**
  - **Anticipated Release Date:** Winter/Spring 2026
  - **Description:** The SAFER Program was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities.
  - **Award Details:** No award ceiling. Match required with 25% of the award in Y1 & Y2 and 65% of the award in Y3.

## **CONCLUSION**

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The successful plan we have implemented over the last year, and the opportunities outlined above, would not be possible without the City of Beatrice's internal leadership and commitment to our process. Thank you.

The entire MM team appreciates and values the continued opportunity to serve the City of Beatrice, and we look forward to our continued partnership with the City in the coming months and years!

# # # #

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

**WHEREAS**, the City of Beatrice ("City") desires to retain Merchant McIntyre Associates, a Delaware limited liability company, for services related to finding and applying for competitive and discretionary federal grants on behalf of the City.

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

**SECTION 1.** That the Mayor, City Administrator, and City Clerk of the City of Beatrice, Nebraska, are authorized to execute the Service Agreement with Merchant McIntyre Associates for the purpose of retaining Merchant McIntyre Associates for services related to finding and applying for competitive and discretionary grants on behalf of the City. Said Agreement shall commence on January 1, 2026 and terminate on December 31, 2026. A copy of said Service Agreement is attached hereto as "Exhibit A" and incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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



SERVICE AGREEMENT

THE CITY OF BEATRICE, NE (the "City") agrees to retain MERCHANT MCINTYRE & ASSOCIATES, LLC in Washington, D.C. ("MM") (together, the "Parties"), a Delaware limited liability company with a principal place of business in Washington, DC, for government relations services commencing on January 1, 2026 and terminating on December 31, 2026 (the "Term").

**Fee.** The City agrees to pay MM a total professional fee of \$8,000 per month, billed monthly in advance. Payment shall be due on receipt and made payable to MM each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

**Deliverables.** MM shall produce the following deliverables during the Term of this Agreement:

1. Implement the funding strategies identified in the Federal Funding Strategy and Federal Grants Grid.
2. Continue identifying federal grant opportunities for which the City is eligible and competitive.
3. Arrange substantive Congressional and Executive Branch meetings with staff and federal program officers who have jurisdiction over the funding MM targets for the City, based on forecasted federal grants and the timing of the City's federal grant submissions.
4. Support the City in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, and administrative requirements.
5. Build, strengthen, and help leverage relationships with the City's Congressional delegation, the Administration, and other key decision-makers to support the City's position on federal legislation, including appropriations.

**Assurances.** In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City's leadership with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the City's federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the funding initiatives. The City agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

**Indemnification.** The City agrees to indemnify, defend, and hold MM harmless from any and all third-party claims, demands, costs, liabilities, losses, expenses and damages (including

reasonable attorney's fees) arising out of or in connection with any claim that, taking the claimants allegations to be true, would result in a breach by the City of any of its representations, warranties, and/or covenants set forth in this Agreement.

**Assignment.** No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

\* \* \*

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

\_\_\_\_\_  
Brent W. Merchant  
Principal and Co-Founder  
Merchant McIntyre & Associates, LLC

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

\_\_\_\_\_  
Tobias Tempelmeyer  
City Administrator/General Manager  
City of Beatrice, Nebraska

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

###



### SERVICE AGREEMENT

THE CITY OF BEATRICE, NE (the “City”) agrees to retain MERCHANT MCINTYRE & ASSOCIATES, LLC in Washington, D.C. (“MM”) (together, the “Parties”), a Delaware limited liability company with a principal place of business in Washington, DC, for government relations services commencing on January 1, 2026 and terminating on December 31, 2026 (the “Term”).

**Fee.** The City agrees to pay MM a total professional fee of \$8,000 per month, billed monthly in advance. Payment shall be due on receipt and made payable to MM each month at the address listed on the MM invoice(s). Federal funds may not be used to pay MM professional fees.

**Deliverables.** MM shall produce the following deliverables during the Term of this Agreement:

1. Implement the funding strategies identified in the Federal Funding Strategy and Federal Grants Grid.
2. Continue identifying federal grant opportunities for which the City is eligible and competitive.
3. Arrange substantive Congressional and Executive Branch meetings with staff and federal program officers who have jurisdiction over the funding MM targets for the City, based on forecasted federal grants and the timing of the City’s federal grant submissions.
4. Support the City in all facets of the federal grant process, including planning, partnership development, grant writing, budget development, proposal submission, and administrative requirements.
5. Build, strengthen, and help leverage relationships with the City’s Congressional delegation, the Administration, and other key decision-makers to support the City’s position on federal legislation, including appropriations.

**Assurances.** In its capacity as a consultant, MM shall make its best effort to assist the City in pursuing its federal funding and government relations objectives. The nature of these objectives shall be determined by the City’s leadership with the advice and assistance of MM. In this role, MM shall plan and implement all government relations strategies designed to accomplish the City’s federal funding objectives; assist in the preparation of grant applications and supporting materials for the initiatives; develop meetings with Members of Congress, congressional staff, and federal agency decision-makers to advance the funding initiatives; and serve as liaison to federal agencies relevant to the funding initiatives. The City agrees to frequent communication with MM and to provide MM the necessary information in real time to help MM plan and implement strategies.

**Indemnification.** The City agrees to indemnify, defend, and hold MM harmless from any and all third-party claims, demands, costs, liabilities, losses, expenses and damages (including

reasonable attorney's fees) arising out of or in connection with any claim that, taking the claimants allegations to be true, would result in a breach by the City of any of its representations, warranties, and/or covenants set forth in this Agreement.

**Assignment.** No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

\* \* \*

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

\_\_\_\_\_  
Brent W. Merchant  
Principal and Co-Founder  
Merchant McIntyre & Associates, LLC

\_\_\_\_\_  
Tobias Tempelmeyer  
City Administrator/General Manager  
City of Beatrice, Nebraska

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

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

####

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

**WHEREAS**, the City has been authorized to enter into an Agreement with the Beatrice Humane Society, Inc., a Nebraska Nonprofit Corporation, for services the City is empowered to perform pursuant to Neb.Rev.Stat. §18-1707; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to utilize the services of the Beatrice Humane Society, Inc., to care for animals impounded within the City of Beatrice.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Beatrice, Nebraska and the Beatrice Humane Society, Inc., a Nebraska Nonprofit Corporation, regarding the care, handling, and disposition of animals impounded by the City of Beatrice. A copy of the Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

Exhibit "A"

## AGREEMENT

**THIS AGREEMENT** is made effective on the \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Beatrice, Nebraska, a municipal corporation, hereinafter referred to as "City" and Beatrice Humane Society, Inc., a Nebraska non-profit corporation, hereinafter referred to as "Contractor."

### WITNESSETH:

**WHEREAS**, the City requires a facility to kennel captured and stray animals in the maintenance of an animal control program; and

**WHEREAS**, the Contractor agrees to provide services as are necessary to assist in such a program.

In consideration of the mutual covenants contained herein, the parties agree as follows:

#### 1. OPERATION OF ANIMAL SHELTER

The Contractor agrees to provide and operate an animal shelter and kennel facility that shall accept animals from the City. Contractor shall be responsible for all maintenance and repairs within the facility without assistance from the City.

#### 2. TERM

The term of this agreement shall commence on the 1<sup>st</sup> day of November, 2025 and shall terminate on the 30<sup>th</sup> day of September, 2027.

#### 3. HOURS

During the term of this contract such animal shelter and kennel facility shall be accessible to the citizens of the City of Beatrice, except on City holidays, for a minimum of twenty (20) hours each week. The minimum hours of operation shall not be changed by Contractor unless two (2) weeks written notice is provided to the City Administrator or his/her designee, or unless an emergency occurs.

Contractor shall provide any City employee or agent, including but not limited to the Animal Control Officer and members of the Beatrice Police Department, access to those portions of the shelter used for the purpose of kenneling impounded animals during non-office hours.

#### 4. SERVICES

The Contractor shall provide the following services to the City:

a. **BOARDING & SUPERVISION**

- i. Animals impounded for the City shall be held in a segregated kennel unit and shall be displayed for owner recovery. Except in emergency situations, no more than one (1) adult dog or cat shall be kept per run or cage.
- ii. Contractor shall keep at least five (5) clean kennels or cages available and designated for animals impounded by the Beatrice Police Department, Beatrice Animal Control Officer, or Beatrice Good Samaritans. If all five (5) designated kennels or cages are already occupied by impounded animals, Contractor shall make reasonable efforts to accommodate any additional animals.
- iii. Contractor shall clean and disinfect kennels and cages on a daily basis. Policies and procedures regarding sanitation, disease control, and insect/pest control measures shall be maintained in the Contractor's policy and procedure manual, which shall be made available for inspection by the City.
- iv. All animals impounded for the City shall be screened for physical conditions, disease, and other care requirements in accord with the policies and procedures of the Contractor.
  - 1. The cost of Contractor-requested veterinary care shall be paid by the Contractor.
  - 2. Any additional services which the Contractor wishes the City to pay for shall be authorized by the City, in writing, in advance of said services being administered.

b. **DISPOSITION & OWNERSHIP**

- i. Contractor shall provide collection and accounting of required fees for animals reclaimed by the owners at the shelter.
- ii. When an animal is impounded by the Animal Control Officer, or the Beatrice Police Department, by reason of an attack or other reasons which may lead to the determination that said animal is dangerous or potentially dangerous; or when the animal is being held during pending court proceedings, said animal shall be considered and treated as property of the City until the proceeding(s) against the animal's owner have terminated.

1. Upon the termination of such proceedings, the animal shall be released to its original owner, or the Contractor. Such animals shall be considered and treated as the property of the original owner or the Contractor, depending on the disposition of such proceedings against the animal's original owner.
  2. While such animals are being held during such proceedings, the Contractor shall bear all costs, including costs related to euthanizing and disposing of such animals.
- iii. If animals impounded by the Animal Control Officer or the Beatrice Police Department are not claimed within seventy-two (72) hours, unless said animals are held longer due to pending court proceedings against animal's owner, the Chief of Police or his/her designee shall either release the animal to the Contractor or shall direct the Contractor to euthanize the animal.
1. Until the seventy-two (72) hours have expired, the animal shall be considered and treated as the property of the City. Upon the release of the animal to the Contractor or the animal's original owner, the animal shall be considered and treated as the property of the person or entity to which it is released.
  2. The Chief of Police or his/her designee may direct the Contractor to euthanize an animal or direct the holding of an animal beyond the expiration of the seventy-two (72) hour period. The Chief of Police or his/her designee shall provide such direction in writing to the Contractor.
  3. Upon such direction by the Chief of Police to the Contractor to euthanize an animal, the animal shall be considered and treated as property of the City and the Contractor shall bear all costs to euthanize such animals.
  4. Holidays shall not be included in the seventy-two (72) hour holding period.
- ii. Contractor shall provide a working domestic deep freeze for the holding of dead animals until such time as proper disposal may be completed.
- iii. Contractor shall operate the pet cemetery, including handling the disposal of pets, and shall collect the corresponding fee herein which shall be income to the Contractor.

c. **OBSERVATION PERIOD AFTER A REPORTED BITE**

Contractor shall observe any animal that has been involved in a reported bite or is suspected of being rabid and shall keep said animal isolated indoors during the required ten (10) day observation period as specified by the City.

- i. After a ten (10) day period for redemption by the owner or after termination of the observation period, the Chief of Police or his/her designee shall decide if the animal shall be held longer, euthanized, or released. The Chief of Police or his/her designee shall provide such direction in writing to the Contractor.
- ii. City impounded animals held for observation must be kept in a tamper proof kennel or cage in addition to being segregated as provided above.
- iii. The City agrees to provide, when reasonably accessible, veterinary, health, and other relevant information regarding animals involved in a reported bite, suspected of being rabid, or animals suspected of being dangerous or potentially dangerous that are delivered to the Contractor by the City to assist the Contractor's efforts in safety, diagnosis, boarding, and care.
- iv. Contractor shall, at the direction of the Chief of Police or his/her designee, decapitate any impounded animal that has been involved in a reported bite or is suspected of being rabid. City shall be responsible for taking any necessary actions to test the head of the animal after decapitation.

d. **BOARDING, SUPERVISION, AND OBSERVATION PENDING A "DANGEROUS" OR "POTENTIALLY DANGEROUS" DETERMINATION**

Contractor shall board, supervise, and observe any animal brought in by the Animal Control Officer or the Beatrice Police Department pending a determination of whether the animal qualifies as dangerous or potentially dangerous pursuant to Chapter 5, Article III of the Beatrice City Code.

Contractor shall hold said animals until the Chief of Police or his/her designee authorizes Contractor to release the animal or euthanize it. The Chief of Police or his/her designee shall provide such direction in writing to the Contractor. Boarding and supervision for animals pending a dangerous or potentially dangerous determination shall be necessary while the determination is being made and throughout the appeals process, when applicable.

## **5. COMPENSATION**

Contractor shall be paid Five Thousand Dollars (\$5,000.00) monthly by the City for the November 1, 2025 to September 30, 2026 term of this agreement. Contractor shall be paid Five Thousand One Hundred Dollars (\$5,100.00) monthly by the City for the October 1, 2026 to September 30, 2027 term. Contractor shall be paid monthly. City shall pay Contractor for November 2026 upon approval of the Agreement.

Contractor shall further be compensated for the costs associated with removal of animal tranquilizer darts on all animals brought in by the City where the owner is unidentifiable. Such compensation shall not exceed One Hundred and Fifty Dollars (\$150.00) per removal and shall be paid upon providing receipt or invoice for service to the City.

## **6. FEES**

City shall not act as an intermediary; City shall not collect the established contract fees for adoption, surrender, administrative, veterinary care, euthanization, or disposal and shall not deliver said fees to the Contractor.

## **7. POLICY AND PROCEDURE**

Policy and procedure relating to the performance of this Agreement shall be reviewed and approved by both parties prior to the start of any contract year.

## **8. MEDIA COMMUNICATION**

Contractor shall refer all news media contacts and questions regarding City impounded animals to the Chief of Police or his/her designee.

## **9. REPORTS AND FEES COLLECTED**

The Contractor shall submit a written report to the City annually by March 1<sup>st</sup>. The annual report shall include:

- a. The number of City animals impounded and the number of days each animal was held in the shelter.
- b. The number of animals held for rabies observation.
- c. The number of decapitated animals.
- d. Financial statements, including but not limited to, Profit/Loss Report, Balance Sheet, and other related financial documents showing all account balances and sources of income prepared on Contractor's behalf.
- e. The number of animals euthanized and the number released for adoption each month and reclaimed.

- f. The number of burials and fees collected.

#### **10. AUDIT**

The Contractor agrees that the City shall have access to documents, papers, etc. prepared by the Contractor in the fulfillment of this contract for the purpose of audit and examination.

#### **11. MEETING**

Contractor and City shall meet quarterly to discuss the services being provided in this Agreement and the operations of animal care services in Beatrice.

#### **12. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this contract, the Contractor and its subcontractors shall not discriminate against any patron, employee, or applicant for employment because of race, color, religion, sex, disability, national origin, age, ancestry, or marital status.

#### **13. INSURANCE**

It is agreed that the Contractor is an Independent Contractor and not an agent of the City in connection with the performance of the kennel facility under this Agreement. The Contractor further agrees that it shall maintain Worker's Compensation coverage for all its employees as provided by State Law.

#### **14. INDEMNIFICATION**

The Contractor hereby agrees to save and hold harmless the City, its agents, employees, elected officials and appointed officials from any and all loss or damage arising from or out of the Contractor's performance under this Agreement and to indemnify the City from any damage resulting from the acts of negligence of the Contractor or any of its employees. The City hereby agrees to save and hold harmless the Contractor from any or all loss, damage, or claims for damages arising from or out of the negligence of the City or any of its employees.

#### **15. APPLICABLE LAWS**

The Contractor agrees to abide by all applicable Federal, State, and local laws and regulations which apply to the performance of this Agreement.

#### **16. ORDINANCE INTERPRETATION**

All interpretation and applications of the Beatrice Municipal Code shall be referred to the City.

**17. ASSIGNMENT**

The obligations of the Contractor outlined in this Agreement shall not be assigned without the written permission of the City.

**18. WAIVER OF DEFAULT**

No waiver of any term, provision or condition of this Agreement, the breach or default thereof, by conduct or otherwise, in one or more instances shall be deemed to be either a continuing waiver or waiver of a subsequent breach or default of any such term, provision, or condition of this Agreement.

**19. CHOICE OF LAW – NEBRASKA**

This Agreement shall be governed by the laws of the State of Nebraska.

**20. BINDING CONTRACT**

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.

**21. SEVERABILITY OF AGREEMENT**

In the event that any of the terms of this Agreement shall be in conflict with and void as a result of the laws of the State of Nebraska, as the same may be from time to time amended, then the remainder of this Agreement shall remain in full force and effect.

**22. ENFORCEABILITY**

If any of the terms of this document are unenforceable, it shall in no way invalidate the balance of such Agreement.

**23. ENTIRE AGREEMENT**

This instrument embodies the entire agreement between the Contractor and the City. There are no promises, terms, conditions, or obligations other than contained herein, and this agreement supersedes all previous communications, representations, or other agreements or contracts, either oral or written hereto.

*(Signatures on the following page.)*

Attest:

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

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

BEATRICE HUMANE SOCIETY, INC.,  
a Nebraska non-profit corporation

  
\_\_\_\_\_  
Stephanie Clark, Chair

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

**WHEREAS**, the Beatrice Area Chamber of Commerce (“Chamber”), Gage Area Growth Enterprises, (“NGage”), and Main Street Beatrice, Inc., (“Main Street”), desire to combine these three (3) entities; and

**WHEREAS**, for this merger to proceed the NGage Board of Directors needs to vote on a Plan of Merger between NGage and the Chamber; and

**WHEREAS**, Mike McLain has previously been appointed as the City’s representative on the NGage Board of Directors; and

**WHEREAS**, the Mayor and City Council desire to express their support for the Plan of Merger between NGage and the Chamber.

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

**SECTION 1.** That the Mayor and City Council express their support of the Plan of Merger between NGage and the Chamber.

**SECTION 2.** That Mike McLain be and hereby authorized to vote in favor of the Plan of Merger as the Beatrice City Council representative on NGage.

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

RESOLUTION PASSED AND ADOPTED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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



## MEMORANDUM

**TO:** Mayor & City Council **DATE SUBMITTED:** November 26, 2025

**FROM:** Tobias J. Tempelmeyer **FOR AGENDA OF:** December 1, 2025  
City Administrator and General Manager

**SUBJECT:** Amendment to Section 19-9 - Camping **EXHIBIT(S):**

Occasionally we have campers that leave without paying. The proposed amendment would deem anyone that is located in a camping stall that has not paid to be parked illegally. Anyone parked illegally is assessed a fine of \$45.00 and can have a boot placed on their vehicle. If the vehicle remains parked illegally after 24 hours, then the vehicle can be towed.

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

An ordinance to amend Section 19-9 of the Beatrice City Code regarding camping; and to repeal conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

**SECTION 1.** That Section 19-9 of the Beatrice City Code be and is hereby amended to read as follows:

**“Sec. 19-9. Camping.**

Camping is allowed only in the designated areas of Chautauqua and Riverside Park, provided that:

- (1) No person shall camp for more than seven (7) continuous days in Riverside Park, without express permission from the Public Properties Director.
- (2) No person shall camp for more than thirty (30) continuous days in Chautauqua Park, without express permission from the Public Properties Director.
- (3) Any person who fails to pay in full all required camping and electrical use fees, or who continues to camp or park in an authorized camping area beyond the permitted time period without the express authorization of the Public Properties Director, shall be deemed to be parked in a restricted parking area in violation of Section 16-277. Any person found to be in violation of Section 16-277 pursuant to this subsection shall be required to pay all outstanding camping and electrical use fees, together with a fine of forty-five dollars (\$45.00). In addition, the violator’s motor vehicle may be immobilized by means of a boot or similar device until all outstanding fees, fines, and costs have been paid in full. If the vehicle remains immobilized for more than twenty-four (24) hours without payment of all outstanding amounts, it shall be subject to towing and impoundment at the owner’s expense. The vehicle shall not be released until all unpaid fees, fines, towing, and impoundment costs have been paid in full.
- (4) The Public Properties Director or his or her designee may demand that a person or group discontinue camping and leave the park whenever such person or group is violating ordinances of the city or rules and regulations of the Public Properties Department. In such cases, any fees paid shall be non-refundable.”

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

**SECTION 3.** That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 1<sup>st</sup> day of December, 2025.

Attest:

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

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

---

**Sec. 19-9. Camping.**

Camping is allowed only in the designated areas of Chautauqua and Riverside Park, provided that:

- (1) No person shall camp for more than seven (7) continuous days in Riverside Park, without express permission from the ~~Director of Public Properties~~Public Properties Director.
- (2) No person shall camp for more than thirty (30) continuous days in Chautauqua Park, without express permission from the ~~Director of Public Properties~~Public Properties Director.
- (3) ~~Fees for camping and electrical use in the amounts posted in each park shall be paid into the deposit box at each park. Any person who fails to pay in full all required camping and electrical use fees, or who continues to camp or park in an authorized camping area beyond the permitted time period without the express authorization of the Public Properties Director, shall be deemed to be parked in a restricted parking area in violation of Section 16-277. Any person found to be in violation of Section 16-277 pursuant to this subsection shall be required to pay all outstanding camping and electrical use fees, together with a fine of forty-five dollars (\$45.00). In addition, the violator's motor vehicle may be immobilized by means of a boot or similar device until all outstanding fees, fines, and costs have been paid in full. If the vehicle remains immobilized for more than twenty-four (24) hours without payment of all outstanding amounts, it shall be subject to towing and impoundment at the owner's expense. The vehicle shall not be released until all unpaid fees, fines, towing, and impoundment costs have been paid in full.~~
- (4) The ~~director of public properties~~Public Properties Director or his or her designee may demand that a person or group discontinue camping and leave the park whenever such person or group is ~~believed to be~~ violating ordinances of the city or rules and regulations of the ~~Public Properties~~ Public Properties ~~Department~~. In such cases, any fees paid shall be non-refundable."

(Code 1971, § 24-11)

**MEMORANDUM**

**TO:** Mayor & City Council

**DATE SUBMITTED:** November 25, 2025

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** December 1, 2025

**SUBJECT:** Sale of Real Estate – Calvin J. Wearley

**EXHIBIT(S):** Contract

In 2025, the City demolished the house located at 1123 South 6<sup>th</sup> Street. The City spent \$13,571.00 tearing down the property and another \$4,316.36 to pay off the back taxes, for a total of \$17,889.36. The City has an agreement with Daniel E. Pethoud and Bonny M. Pethoud to pay the City \$12,867.49 over four (4) years.

On October 31, 2025, the City posted a request for bid proposals for the sale of 1123 South 6<sup>th</sup> Street. On November 19, 2025, bids were opened with Calvin J. Wearley being the highest bidder at \$10,250.00. The proposed Contract for Sale of Real Estate is to sell said property to Wearley for \$10,250.00



**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:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska,

is hereby ordered conveyed to Calvin J. Wearley, a single person, 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 Ten Thousand Two Hundred Fifty Dollars (\$10,250.00) 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 Calvin J. Wearley.

**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 1<sup>st</sup> day of December, 2025.

Attest:

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

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

**MEMORANDUM**

**TO:** Mayor & City Council

**DATE SUBMITTED:** November 25, 2025

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** December 1, 2025

**SUBJECT:** Sale of Real Estate – Calvin J. Wearley

**EXHIBIT(S):** Contract

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On October 31, 2025, the City posted a request for bid proposals for the sale of 1123 South 6<sup>th</sup> Street. On November 19, 2025, bids were opened with Calvin J. Wearley being the highest bidder at \$10,250.00. The proposed Contract for Sale of Real Estate is to sell said property to Wearley for \$10,250.00



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

**WHEREAS**, the City of Beatrice has received an offer to buy certain real estate in said City from Calvin J. Wearley, a single person (“Purchaser”); and

**WHEREAS**, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of Ten Thousand Two Hundred Fifty Dollars (\$10,250.00); 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 Calvin J. Wearley:

Lots Five (5) and Six (6), Block Three (3), Wadsworth’s Subdivision, an 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 1<sup>st</sup> day of December, 2025.

Attest:

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

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

## CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Seller", and Calvin J. Wearley, a single person, 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 described as follows, to-wit:

Lots Five (5) and Six (6), Block Three (3), Wadsworth's Subdivision, an Addition to the City of Beatrice, Gage County, Nebraska,

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

**2. PURCHASE PRICE:** The purchase price shall be Ten Thousand Two Hundred Fifty Dollars (\$10,250.00) payable as follows:

\$10,250.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

**3. IMPROVEMENTS/LEASE:** Buyer acknowledges that a billboard is presently located on the Premises pursuant to that certain Lease Agreement between Jean Gray and The Lamar Companies, dated May 4, 2004 (the "Billboard Lease"), under which The Lamar Companies leases a portion of the Property for the placement of said billboard. At Closing, Seller shall assign to Buyer all of Seller's rights, title, and interest in and to the Billboard Lease, and Buyer shall assume all obligations arising thereunder from and after the date of Closing.

**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 2024 (due in 2025) and all prior years shall be paid by Seller. Real Estate taxes for 2025 (due in 2026) shall be prorated between Seller and Buyer. 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:** Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer 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 Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall evenly split the cost of title insurance.

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

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

**10. 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, which shall be paid by Buyer.

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

**11. 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 January 9, 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 Cashier's Check or Cash.

**12. 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.

**13. 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.

**14. NOTICES:** Notices to Seller shall be given to Seller, c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to Calvin J. Wearley, 1411 South 5<sup>th</sup> Street, Beatrice, NE 68310.

**15. 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.

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

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

**18. 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.

**19. 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.

**20. 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.

**21. COUNTERPARTS:** This 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.

**22. 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.

Calvin J. Wearley, Buyer

  
\_\_\_\_\_  
Calvin J. Wearley

Attest:

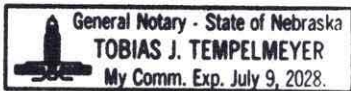
CITY OF BEATRICE, NEBRASKA  
A Nebraska Municipal Corporation, Seller


\_\_\_\_\_  
Erin Saathoff, 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 24<sup>th</sup> day of November, 2025, by Calvin J. Wearley to be his voluntary act and deed.



  
\_\_\_\_\_  
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 of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

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

General Nobility, State of Nebraska  
TOBIAS J. TEMPLETON  
M. Comm. Exp. 10/1/00