

City of Beatrice, Nebraska
Beatrice Regular City Council Meeting
Monday, December 15, 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 December 1, 2025, as on file in the City Clerk's Office.
 - 3.e. Approval of Treasurer's Report of Claims in the amount of \$1,329,786.04.
 - 3.f. Approval of BASWA Report of Claims in the amount of \$682,570.31.
 - 3.g. Approval of BPW Report of Claims in the amount of \$742,626.03.
 - 3.h. Award of bid for the Armor Coating Various Locations – 2026 project to Sta-Bilt Construction, in the amount of \$33,317.20, as recommended by the Board of Public Works.
 - 3.i. Award of bid for the Asphalt Sealing Various Locations - 2026 project to Hall Brothers, in the amount of \$29,007.24, as recommended by the Board of Public Works.
 - 3.j. Award of bid for the Stoddard Park Playground Improvements – 2025 to Play-Pro Recreation, LLC, in the amount of \$198,808.00.
 - 3.k. Approval of Amendment No. 1 for the Beatrice Municipal Airport Construct T-Hangar/Taxilines, CDS 3-31-0009-024, to reduce Design Phase Services and add Re-Bidding Phase Services.
 - 3.l. Approval of Pay Request #11 in the amount of \$229,804.20, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
 - 3.m. Approval of Change Order #1 decrease in the amount of \$52,937.09 and schedule adjustment for rain days to Pruss Excavation, Co., for the BASWA South MSW Landfill Phase 1S.
 - 3.n. Refer claim of Dave Hauptman regarding damages to his personal property to City Attorney and City Insurance carrier for review and disposition.
 - 3.o. Resolution Number 7685 granting Joseph Billesbach, and his designees, permission to serve alcoholic beverages upon the City Property located at the West Scott Street Ballfields on Saturday, June 20, 2026 from 4:00 a.m. to 6:00 p.m., as part of the Solstice Gravel Grinder.
 - 3.p. Resolution Number 7686 entering into a Letter Agreement for Professional Services with Olsson, Inc., to conduct an inspection of two (2) underground

potable water reservoirs owned by the City, as recommended by the Board of Public Works.

3.q. Resolution Number 7687 executing an Agreement with AHRS Construction, Inc., and any and all other documents necessary, to retain AHRS Construction, Inc., for construction services to construct a new T-Hangar, upgrade Taxilanes, and reconstruct a hangar approach at the Beatrice Municipal Airport, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant.

3.r. Resolution Number 7688 executing the Agreement between the City and Southeast Nebraska Development District (SEND) to retain SEND to administrate the Nebraska Department of Economic Development (NDED) Community Development Block Grant (CDBG) Program for the purpose of updating the City's Comprehensive Plan, Contract No. 25PP001.

3.s. Resolution Number 7689 appointing Grant Jones to the Beatrice Board of Public Works.

4. **PUBLIC HEARINGS/BIDS - None**

5. **RESOLUTIONS**

5.a. Resolution Number 7690 executing the Second Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Lincoln Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project.

5.b. Resolution Number 7691 executing the Second Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Paddock Lane Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project.

6. **ORDINANCES**

6.a. Ordinance amending Chapter 27 of the Beatrice City Code regarding stormwater, erosion, and sediment control.

6.b. Ordinance amending Section 7-13 of the Beatrice City Code regarding storm water management.

7. **PUBLIC FORUM**

8. **DISCUSSIONS/REPORTS**

8.a. City Administrator's Monthly Report.

9. **EXECUTIVE SESSION - Real Estate**

10. **MISCELLANEOUS**

10.a. The next regular City Council meeting is January 5, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 1st day of December, 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 26, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

ROLL CALL

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

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

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on November 17, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$559,356.15.
- f. Approval of Envision Landscapes claims in the amount of \$80.00.
- g. Approval of BASWA Report of Claims in the amount of \$7,498.04.
- h. Approval of BPW Report of Claims in the amount of \$1,433,973.02.
- 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.
- 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.
- 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.
- 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.

- m. Resolution Number 7676 executing the Year-End Certification of City Street Superintendent form.
- n. Resolution Number 7677 appointing Jason Moore as the City's Certified City Street Superintendent.

Councilmember Fairbanks asked for clarification on item k. Tobias J. Tempelmeyer, City Administrator/General Manager, explained this is the Maintenance Agreement with the Nebraska Department of Transportation (NDOT) regarding roadway snow removal and/or surface maintenance. Tempelmeyer noted the City receives \$63,701.40 annually from NDOT, which is a formula based on the number of lane miles within the City limits. Tempelmeyer stated the City has 31.38 lane miles.

Councilmember Fairbanks asked for clarification on item l. Tempelmeyer stated the City is required to provide the Annual Certification to NDOT outlining how the Highway Allocation funds are used. Councilmember Fairbanks inquired what the total Highway Allocation funds received is and Tempelmeyer noted in 2025, the City received \$286,369.24. Tempelmeyer explained typically the City chooses one (1) project to show the allocation. The total cost for the Lincoln Street, 25th to 27th Street project was \$745,207.00.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

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)

Mayor Morgan announced that the public hearing will now be held for the purpose of considering adoption of Plan Modification "25-4" to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council Landmark Snacks is expanding their business to the Industrial Park, with an approximately 156,000 sq. ft. building. Tempelmeyer stated the project site will be located on the Schwartzkopf ground the City purchased a couple years ago, near Precise Fabrication and the Hatchery. Tempelmeyer noted Landmark will be purchasing approximately twenty (20) acres and the City is working through the replatting process. Tempelmeyer explained the estimated completed valuation for the new building will be approximately \$24 million and will bring in approximately 150 employees.

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 6:09 p.m.

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

MOTION CARRIED.

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

Mayor Morgan announced that the public hearing will now be held 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.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this parcel is located near 25th and Scott Street and is currently zoned residential. Tempelmeyer noted Leseberg had looked at rezoning to commercial, as there has been a number of people interested in the property, however, with the drain ditch running through the property and limitations on how close you are allowed to build near a drainage ditch would limit what this parcel could be developed into. The total purchase price is \$18,000 and the City will maintain moving forward.

Larry Wolken, 1921 Irving Street, noted he does not care if the City purchases the property, which is located adjacent to his property, however, he would like to see 25th Street, Bell to Scott be vacated as a through street. Wolken also inquired if the plan is to use this parcel as a parking lot for the apartment complex on 25th and Crest Drive.

Tempelmeyer clarified the parking lot for the apartment complex on Crest Drive is proposed to be along 25th Street, not this parcel. Tempelmeyer noted once the engineer's report is complete, the City will look at vacating Bell Street as well, further noting it may require an Administrative Subdivision on Wolken's lot.

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 6:13 p.m.

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

MOTION CARRIED.

RESOLUTIONS

Resolution Number 7678 adopting Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)

Mayor Morgan introduced Resolution Number 7678 adopting Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)

Moved by McLain, seconded by Barnard, that Resolution Number 7678 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7678 – Passed and Adopted – adopting Plan Modification 25-4 to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)

Incorporated into the Minute Record by Reference

Resolution Number 7679 executing a Contract for Sale of Real Estate and all necessary documents to acquire real estate from Leseberg Properties

Mayor Morgan introduced Resolution Number 7679 executing a Contract for Sale of Real Estate and all necessary documents to acquire real estate from Leseberg Properties.

Moved by McLain, seconded by Barnard, that Resolution Number 7679 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7679 – Passed and Adopted – executing a Contract for Sale of Real Estate and all necessary documents to acquire real estate from Leseberg Properties

Incorporated into the Minute Record by Reference

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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Barnard, that Resolution Number 7680 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council in 2022, the City demolished 413 Court Street and also approved a change order to complete a partial demolition of 411 Court Street. An Agreement was entered into with Lange Enterprises, wherein Lange agreed to pay the City back for the additional demolition costs. Lange has paid the City in full and this will release Lange from the loan.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7680 – Passed and Adopted – 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

Incorporated into the Minute Record by Reference

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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Ruh, that Resolution Number 7681 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City entered into a three (3) month agreement with Merchant McIntyre (MM) in October 2023 and signed a one (1) year agreement in 2024. To date, MM has secured \$21,655,917 in federal funding for a return on investment of 112:1. MM has just over \$11 million in pending applications for 2026. The secured grants MM has accomplished for the City include the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant for the Highway 136 reroute - \$21,389,417; Safe Streets and Roads for All (SS4A) ADA Planning Grant to update the City's ADA Accessibility Plan - \$106,400; and the Assistance to Firefighters (AFG) Grant to replace outdated hoses and nozzles- \$160,100.

The submitted and pending applications include the Body Worn Camera (BWC) Grant for bodycams for the Police Department; FY26 Congressionally Directed Spending for equipment upgrades to the Southeast Communications 911 Center; SS4A Implementation Grant for the Lincoln Street Corridor improvements; National Endowment of the Arts (NEA) Our Town Grant for new cultural welcome signs; Department of Agriculture (USDA) Rural Business Development Grant (RBDG) to develop a strategic plan for the downtown post RAISE grant; and the DOT Rural Tribal Assistance Pilot grant for the preliminary design to develop a trail system to connect the hospital to the downtown corridor.

Tempelmeyer noted the current targets and future federal funding opportunities MM has presented include the FY27 Congressionally Directed Spending; the EPA Brownfields Cleanup Grant which is due in January, and a number of others. Tempelmeyer reported he meets with MM every two (2) weeks to review the grant status, they are very thorough and have been open to the City sending potential grants we find to them to look in to. The proposed Agreement is for one (1) year at the same cost of \$8,000 per month.

Councilmember Ruh inquired if the City has received all the grant funding already and Tempelmeyer noted the only grant the City is currently waiting on is the RAISE grant, further noting here is no indication the City will not receive the funding, as it has been allocated to us.

Councilmember Doyle stated he believes entering into this partnership has been one (1) of the best decisions this Body made and thanked Tempelmeyer for his work finding MM. Councilmember Hydo noted it is important to have someone actively involved with the knowledge of grant writing to assist us. Tempelmeyer stated it has been very helpful with the federal grants the City has been awarded. Tempelmeyer noted the City still uses SENDD to apply for local grants, and some in-house applications. Mayor Morgan noted MM has shown their worth in the grant funding they have been able to secure for us.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7681 – Passed and Adopted – 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
Incorporated into the Minute Record by Reference

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

Mayor Morgan introduced 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.

Moved by McLain, seconded by Barnard, that Resolution Number 7682 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the proposed Agreement will run November 1, 2025 thru September 30, 2027. With the prior agreement, the City paid the Humane Society \$32,000 annually, which will increase to \$60,000. Tempelmeyer noted the Humane Society asked for an increase with the new agreement, which had not been increased for a number of years. The increase is based off of an inflation of three percent (3%) increase. Tempelmeyer noted there is an additional two percent (2%) increase in 2026. Tempelmeyer noted the other change is for the City and Humane Society to meet quarterly to report on how things are going.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7682 – Passed and Adopted – executing the Agreement between the City and the Beatrice Humane Society, Inc., regarding the care, handling, and disposition of animals impounded by the City
Incorporated into the Minute Record by Reference

Resolution Number 7683 expressing support of the Plan of Merger between NGage and the Chamber

Mayor Morgan introduced Resolution Number 7683 expressing support of the Plan of Merger between NGage and the Chamber.

Moved by McLain, seconded by Ruh, that Resolution Number 7683 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council NGage and the Chamber are ready to move forward with merging the two (2) entities. Tempelmeyer noted Councilmember Mike McLain is a sitting member on the NGage Board of Directors and will have a vote at the next NGage meeting. Tempelmeyer stated this resolution would show support from the City with Councilmember McLain's vote. Councilmember Fairbanks stated he believes it is important this Body has a collective vote on the merger. Councilmember McLain noted by approving this resolution, it shows the new group they have the City's full support.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7683 – Passed and Adopted – expressing support of the Plan of Merger between NGage and the Chamber

Incorporated into the Minute Record by Reference

ORDINANCES

Ordinance amending Section 19-9 of the Beatrice City Code regarding camping

Mayor Morgan introduced an ordinance amending Section 19-9 of the Beatrice City Code regarding camping.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-37, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-37 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-37 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council amount one (1) month ago, Mark Pethoud, Public Properties Director, reported having an ongoing issue with people not paying for their camping stall. The proposed ordinance clarifies the camping stalls to be a restricted parking area and if payment is not received, a boot may be placed on the vehicle. If payment has not been received within twenty-four (24) hours, the vehicle may be towed and impounded. Councilmember Hydo inquired how campers pay their fees currently and Tempelmeyer stated they can pay by phone during City Hall business hours or drop a payment off in the drop box with the camp host. Tempelmeyer noted the City is working on expanding to accept online payments.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-37 – Passed and Approved – amending Section 19-9 of the Beatrice City Code regarding camping

The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.

Ordinance conveying real estate owned by the City to Calvin J. Wearley

Mayor Morgan introduced an ordinance conveying real estate owned by the City to Calvin J. Wearley.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-38, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-38 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-38 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the City demolished the house at 1123 South 6th in 2025 and acquired the property through donation from Dan and Bonnie Pethoud. The total demolition cost and back taxes for the property is just under \$18,000 and the City has an agreement with the Pethoud's to pay back just under \$13,000 of our costs. The City advertised and received a total of four (4) sealed bids and the highest bidder was Calvin Wearley at \$10,250. Tempelmeyer noted closing will occur in approximately thirty-five (35) days pursuant to state statute. Councilmember Eskra inquired what Wearley plans to do with the property and Tempelmeyer noted he has not said at this time. Tempelmeyer noted the property is zoned commercially and Wearley currently has an agreement with the City on a Mow-to-Own property. Councilmember Fairbanks inquired if the owner of the billboard was located and Tempelmeyer stated it was and the information will be given to Wearley.

There was no further discussion by the Council or public.

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

Nay: None

MOTION CARRIED.

ORDINANCE NUMBER 25-38 – Passed and Approved – conveying real estate owned by the City to Calvin J. Wearley

The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.

RESOLUTIONS

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

Mayor Morgan introduced Resolution Number 7684 executing a Contract for Sale of Real Estate with Calvin J. Wearley.

Moved by McLain, seconded by Ruh, that Resolution Number 7684 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7684 – Passed and Adopted – executing a Contract for Sale of Real Estate with Calvin J. Wearley

Incorporated into the Minute Record by Reference

PUBLIC FORUM

No one appeared during public forum.

DISCUSSIONS/REPORTS

There were no discussions/reports.

ADJOURNMENT

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

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 6:35 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

City Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$51.50; Alfred Benesch And Company, Ex, \$33,929.49; All Copy Products, Se, \$618.60; Apco International, Fe, \$391.00; Barnes And Noble Bookstores Inc, Ex, \$163.31; Beatrice Community Hospital, Se, \$978.17; Beatrice Humane Society, Re, \$1,000.00; Beatrice Iron And Metal Co, Se, \$90.00; Beatrice Public Schools, Re, \$4,300.00; Beatrice Ready Mixed, Su, \$1,839.74; Beatrice Valvoline Express Care, Se, Su, \$68.51; Bhhc, Fe, \$2,102.00; Black Hills Energy, Se, \$974.02; Board Of Public Works, Re, \$8,359.76; Bomgaars Supply Inc, Su, \$185.18; Bond Owner, Fe, \$51,877.02; Bound Tree Medical Llc, Su, \$583.32; Bragg, Robert, Se, \$6,000.00; Cary's Cleaning, Se, \$10,332.00; Caselle, Inc, Fe, \$4,840.00; Cellebrite, Inc, Se, \$16,150.00; Charter Communications, Se, \$12.37; City Motor Supply, Su, \$143.04; City Treas. Petty Cash, Re, \$100.84; Clean Slate Food Co, Su, \$300.00; Column Software Pbc, Fe, \$405.87; Das State Acctg-Central Finance Ocio, Se, \$45.00; Dell Account, Su, \$2,445.67; Diode Technologies Llc, Se, \$573.67; Eakes, Inc, Su, \$3,649.71; Earl's Window Service, Se, \$230.00; Echo Group, Inc, Su, \$82.64; Elliott Equipment Co, Ex, \$184,500.00; Elliott, Charles, Re, \$35.00; Envirotech, Su, \$13,007.52; Envision Landscapes Llc, Su, \$80.00; Feld Fire, Ex, \$66,220.00; First Wireless Inc, Se, \$1,039.53; Firstar Fiber Inc, Se, \$4,119.38; Flutterbee Education Group, Ex, \$612.44; Galls Llc, Su, \$130.81; Grainger, Su, \$52.75; Heartland Business Systems Llc, Se, \$441.00; Hotsy Equipment Co, Su, \$251.50; Interstate Power Systems, Inc, Se, Su, \$22,471.40; Jeo Consulting Group Inc, Ex, \$7,602.50; Jim's Carpet And Supplies Inc, Su, \$1,781.71; Jones, Noah, Re, \$150.00; Klecans Diverse Service Llc, Se, \$150.00; December 1, 2025

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\$2,375.00; Lammel Plumbing Inc, Su, \$168.75; Language Line Services, Se, \$106.02; Larry's Tire And Service Inc, Se, \$150.00; Macqueen Equipment Llc, Su, \$655.05; Mead Lumber And Rental-Beatrice, Su, \$131.24; Merchant McIntyre & Assoc Llc, Se, \$8,000.00; Nebraska Public Health Environmental Lab, Se, \$105.00; Nebraska Title Company, Su, \$178.00; Nmc, Inc, Su, \$7,238.00; Northeast Auto, Se, \$200.00; Nutrien Ag Solutions, Su, \$465.00; O'reilly Auto Parts, Su, \$85.13; Precision Auto Tune Inc, Se, Su, \$3,150.34; Rdo Truck Center Co, Su, \$301.21; Reef Tectonics, Inc, Se, \$86.49; Ricoh Usa Inc, Se, \$239.66; Rollins Inc, Se, \$150.00; Rose Equipment Inc, Su, \$226.00; Sack Lumber Company, Su, \$4.14; Sapp Brothers, Su, \$9,119.65; Sportsman Lc, Fe, \$9,375.00; Spring Creek Repair And Farm Supply Llc, Su, \$26.30; State Of Nebraska, Fe, \$818.33; Sun Blockers, Se, \$1,050.00; Sunny Smith, Se, \$810.00; The Overhead Door Co Of Lincoln Inc, Su, \$64.25; Tractor Supply, Su, \$142.94; Trizetto Provider Solutions, Se, \$113.71; Truck Center Companies, Su, \$354.65; Tyler Technologies, Inc, Se, \$60,291.20; U.S. Cellular, Se, \$1,291.07; Unifirst Corporation, Se, \$81.83; Unitedhealthcare, Re, \$520.81; Verizon Wireless, Se, \$1,090.64; Walker Uniform Rental, Se, \$112.89; Westlake Ace Hardware, Su, \$297.25; Windstream, Se, \$201.93; Witmer Public Safety Group, Inc, Su, \$1,758.74

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): American Electric Power, Se, \$594,718.58; Auto Zone, Su, \$12.15; Beatrice Iron And Metal, Su, \$456.32; Beatrice Mechanical Service, Inc., Su, \$1,266.67; Beatrice Ready Mixed, Su, \$6,826.02; Black Hills Energy, Se, \$974.19; Bomgaars Supply Inc, Su, \$333.12; Border States Industries, Inc, Su, \$2,232.15; Building Crafts Inc, Se, \$170,056.20; Call Management Resources, Se, \$687.62; Carpenter Paper Company, Su, \$137.01; Cary D Udell, Se, \$1,263.00; Cintas Loc 749, Se, \$74.20; City Motor Supply, Su, \$61.76; City Treasurer, Re, \$78.00; Column Software Pbc, Se, \$14.16; Core And Main, Su, \$11,697.40; Dutton-Lainson Co, Su, \$295.63; Echo Group, Inc., Su, \$768.28; Fastenal Company, Su, \$55.21; Gage County Register Of Deeds, Fe, \$22.00; Hdr Engineering Inc, Se, \$15,278.56; Husker Electric Supply, Su, \$250.36; Jeo Consulting Group, Inc., Se, \$14,505.00; Jk Energy Consulting Llc, Se, \$600.00; Johnny's Welding, Inc., Se, Su, \$50.00; Judds Bros. Construction Co., Se, \$20,881.45; Ken's Pest Control, Se, \$80.63; Lammel Plumbing, Inc., Su, \$18.25; Lampton Welding Supply, Su, \$337.51; Landis And Gyr Technology, Inc., Se, \$769.70; Larry's Tire And Service, Inc., Se, \$30.00; Layne Christensen Company, Se, \$1,770.00; Lincoln Winwater Works, Su, \$7,851.59; Mead Lumber Company, Su, \$487.46; Ne Department Of Revenue, Fe, \$105,226.94; Nebraska Public Health Environmental Lab, Se, \$150.00; Nextera Energy Resources, Se, \$217,842.09; North American Electric Reliability Corp, Fe, \$3,541.68; Olsson, Inc., Se, \$26,679.85; O'reilly Automotive, Inc., Su, \$53.46; Quadient Leasing Usa Inc, Se, \$884.64; Quill Corporation, Se, \$30.93; Rose Equipment, Llc, Su, Se, \$4,174.10; Rural Electric Supply Cooperative, Su, \$6,523.10; Sack Lumber Company, Su, \$52.66; Sapp Bros. Petroleum, Inc., Su, \$8,994.66; Seth's Lawn Solutions Llc, Se, \$160.00; Sherwin Williams, Su, \$109.25; Superior Industrial Equipment Llc, Su, \$1,488.26; Surnali Llc, Se, \$175.00; Tractor Supply Company, Su, \$183.67; Wesco Distributing, Inc., Su, \$13,823.75; Western Area Power Administration, Se, \$42,011.26; Westlake Hardware, Inc., Su, \$334.69; Wrightsman Plbg, Heat And Cool, Inc., Su, \$347.14

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Altec Industries, Inc.				
51863379	11/14/2025	1)Synthetic Rope Assembly @238.78	ELECTRIC FUND	238.78
51863379	11/14/2025	1)Filter Element-Hyd return,spin @57.57	ELECTRIC FUND	57.57
51863379	11/14/2025	Svc charg/shop supplies	ELECTRIC FUND	42.00
51863379	11/14/2025	Sales Tax	ELECTRIC FUND	25.38
51863379	11/14/2025	Inspection	ELECTRIC FUND	740.00
51863379	11/14/2025	Dielectric Test	ELECTRIC FUND	250.00
51863379	11/14/2025	Labor-Svc;travel	ELECTRIC FUND	516.00
Total Altec Industries, Inc.:				1,869.73
APX Inc				
25652	12/01/2025	Transfer Fee: Cotonwood Wind4 10/2025	ELECTRIC FUND	41.49
25652	12/01/2025	Transfer Fee: Cotonwood Wind4 11/2025	ELECTRIC FUND	45.47
Total APX Inc:				86.96
BASWA				
222-NOV25	11/30/2025	#15991-VAC TRUCK -8YDX12	ELECTRIC FUND	96.00
222-NOV25	11/30/2025	#19682-YARD BOX-4.53TX2.34	ELECTRIC FUND	10.60
222-NOV25	11/30/2025	#16014-VAC TRUCK-6YDX12	ELECTRIC FUND	72.00
226-NOV25	11/30/2025	#19827-Grit/Rags-1.62tx2.34	WPC	3.79
226-NOV25	11/30/2025	#20276-1.29tx2.34	WPC	3.02
365-NOV25	11/30/2025	#15998-Vac Truck 4ydx12	WATER FUND	48.00
365-NOV25	11/30/2025	#15985 4)Brushx100	WATER FUND	400.00
365-NOV25	11/30/2025	#16038-Vac Truck 2ydx12	WATER FUND	24.00
365-NOV25	11/30/2025	#15979-Vac Truck 4ydx12	WATER FUND	48.00
SLUDGE-NOV25	12/01/2025	SLUDGE-NOV25	WPC	10,477.27
Total BASWA:				11,182.68
Beatrice Iron and Metal				
110507	11/26/2025	1)Gauge@26.63(cust#1070)	WATER FUND	26.63
110507	11/26/2025	1)Air Chuck @10.12(cust#1070)	WATER FUND	10.12
110507	11/26/2025	Sales Tax	WATER FUND	2.76
110528	12/01/2025	1)Battery@153.76(cust#1072)	ELECTRIC FUND	153.76
110528	12/01/2025	Core (cust#1072)	ELECTRIC FUND	35.00
110528	12/01/2025	Core Return(cust#1072)	ELECTRIC FUND	35.00-
110528	12/01/2025	Sales Tax	ELECTRIC FUND	11.53
Total Beatrice Iron and Metal:				204.80
Beatrice Ready Mixed				
1B 52513	12/01/2025	22.62tn)Fill Sand @17.00	WATER FUND	384.54
1B 52513	12/01/2025	Sales Tax	WATER FUND	28.84
B1 746042	11/25/2025	1.50cy)L30AE3500 @188.50	ELECTRIC FUND	282.75
B1 746042	11/25/2025	Sales Tax	ELECTRIC FUND	21.21
B1 746043	11/25/2025	2.75cy) 47BTYP13500PRI (S LaSalle st)	WPC	554.13
B1 746043	11/25/2025	2.75)NCA 20oz-2%@15.00	WPC	41.25
B1 746585	12/09/2025	3cy)SGAE3500@188(shugart-exmark xsft)	ELECTRIC FUND	564.00
B1 746585	12/09/2025	3)NCA 10oz-1%@7.50	ELECTRIC FUND	22.50
B1 746585	12/09/2025	Winter Service	ELECTRIC FUND	21.00
B1 746585	12/09/2025	Sales Tax	ELECTRIC FUND	45.57
Total Beatrice Ready Mixed:				1,965.79

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Blackburn Manufacturing				
IN0020157	11/21/2025	1000)Printed 4x5 Vinyl Flags-21" Grn/wht@.0957	WPC	95.70
IN0020157	11/21/2025	FREIGHT	WPC	29.92
Total Blackburn Manufacturing:				125.62
Blue Valley Door Co., Inc.				
46449	11/26/2025	1)Keypad, Sec+2.0, MAX, Delivery svc	ELECTRIC FUND	55.00
46449	11/26/2025	Sales Tax 5.5	ELECTRIC FUND	3.03
Total Blue Valley Door Co., Inc.:				58.03
Bomgaars Supply Inc				
527631	12/01/2025	1)Milk House Heater@21.99	WATER FUND	21.99
527631	12/01/2025	Sales Tax	WATER FUND	1.65
527909	12/02/2025	2)Overall Ins Bib @107.99	WPC	215.98
527909	12/02/2025	1)Tee L/s @8.99	WPC	8.99
527924	12/02/2025	1)Anti-Gel Diesel @14.99	WATER FUND	14.99
527924	12/02/2025	Sales Tax	WATER FUND	1.12
528515	12/03/2025	1)Chuck @4.99	WATER FUND	4.99
528515	12/03/2025	1)Kit@14.99	WATER FUND	14.99
528515	12/03/2025	1)Glo-gun@13.99	WATER FUND	13.99
528515	12/03/2025	Sales Tax	WATER FUND	2.55
Total Bomgaars Supply Inc:				301.24
Border States Industries, Inc				
931572408	12/01/2025	2)CHN - 3011S 1-TON CHAIN HOIST (2 WEEKS)	ELECTRIC FUND	1,583.64
931620508	12/09/2025	25 KVA SINGLE PHASE PADMOUNT TRANSFORMER. PRI. 7200, SEC.	ELECTRIC FUND	22,174.45
931620518	12/09/2025	48)AAA Indust Battery @.35	ELECTRIC FUND	16.80
931620518	12/09/2025	24)AA 1.5v Indust Bat@.35	ELECTRIC FUND	8.40
931620518	12/09/2025	12)9V Indust Battery @1.44	ELECTRIC FUND	17.28
931620518	12/09/2025	Sales Tax	ELECTRIC FUND	3.19
Total Border States Industries, Inc:				23,803.76
BPW - Bldg Repair				
1131.01-DEC25	12/01/2025	Electric Building Repair Fund	ELECTRIC FUND	1,250.00
1131.01-DEC25	12/01/2025	Water Building Repair Fund	WATER FUND	850.00
Total BPW - Bldg Repair:				2,100.00
BPW - Bond Reserve				
DEC2025	12/01/2025	Water D311674 - SFR Land	WATER FUND	3,611.00
DEC2025	12/01/2025	Water D311685 - SRF Projects	WATER FUND	20,770.00
DEC2025-SERIES	12/01/2025	Electric Series 2025 Bonds	ELECTRIC FUND	16,476.00
DEC2025-SERIES	12/01/2025	Water Series 2025 Bonds	WATER FUND	8,007.00
DEC2025-SERIES	12/01/2025	WPC Series 2025 Bonds	WPC	1,000.00
Total BPW - Bond Reserve:				49,864.00
BPW - Engineering Charges				
1456.00-DEC25	12/01/2025	Water Engineering Charges	WATER FUND	3,903.00
1456.00-DEC25	12/01/2025	WPC Engineering Charges	WPC	3,903.00
Total BPW - Engineering Charges:				7,806.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
BPW - Utilities				
12058900-NOV25	12/08/2025	Utilities/Electric/Sub 1	ELECTRIC FUND	389.66
15051800-NOV25	12/08/2025	Utilities/WPC/Lift Station 424 Irving	WPC	237.58
21104000-NOV25	12/08/2025	Utilities/Water/19th & Hoyt	WATER FUND	73.17
21104500-NOV25	12/08/2025	Utilities/Electric/Sub 3	ELECTRIC FUND	64.15
21176000-NOV25	12/08/2025	Utilities/WPC/Lift Station 1831 1/2 Carlyle	WPC	68.53
23001000-NOV25	12/08/2025	Utilities/WPC/Lift Station 204 s 1st	WPC	571.54
24107600-NOV25	12/08/2025	Utilities/WPC/Lift Station 2118 Market	WPC	34.84
31004001-NOV25	12/08/2025	Utilities/electric/Sub 5	ELECTRIC FUND	158.39
31013810-NOV25	12/08/2025	Utilities/electric/Switch station #1	ELECTRIC FUND	11.51
32011800-NOV25	12/08/2025	Utilities/WPC/Lift Station 910 w Court	WPC	35.87
35041000-NOV25	12/08/2025	Utilities/WPC/Lift Station 624 Pleasant	WPC	38.52
37009500-NOV25	12/08/2025	Utilities/WPC/Lift Station 800 Herbert	WPC	287.26
37039110-NOV25	12/08/2025	Utilities/electric/Sub 2	ELECTRIC FUND	29.87
38146000-NOV25	12/08/2025	Utilities/Water/Mulberry & West	WATER FUND	43.01
39079000-NOV25	12/08/2025	Utilities/WPC/Disposal Plant	WPC	10,171.93
39079100-NOV25	12/08/2025	Utilities/WPC/Disposal Plant	WPC	480.00
39093000-NOV25	12/08/2025	Utilities/WPC/Lift Station 1618 Country Club In	WPC	68.07
40013000-NOV25	12/08/2025	Utilities/Water Reed & W Scott	WATER FUND	255.80
40013500-NOV25	12/08/2025	Utilities/Electric/Sub 6	ELECTRIC FUND	160.83
40031000-NOV25	12/08/2025	Utilities/Water/Hoyt Rd & Blueridge	WATER FUND	21.10
40033500-NOV25	12/08/2025	Utilities/Electric/Sub 9	ELECTRIC FUND	165.18
40057600-NOV25	12/08/2025	Utilities/Water/500 N Commerce	WATER FUND	1,297.73
40057700-NOV25	12/08/2025	Utilities/electric/500 N Commerce	ELECTRIC FUND	1,490.95
40086010-NOV25	12/08/2025	Utilities/Electric/Sub 7	ELECTRIC FUND	14.65
40116000-NOV25	12/08/2025	Utilities/electric/Sub 4	ELECTRIC FUND	101.99
40137200-NOV25	12/08/2025	Utilities/electric/Sub 10	ELECTRIC FUND	70.95
402110-NOV25	12/08/2025	Utilities/Electric/1st & Ella Security Light	ELECTRIC FUND	11.51
40260000-NOV25	12/08/2025	Utilities/Water/North Reservoir	WATER FUND	2,243.00
40260500-NOV25	12/08/2025	Utilities/Water/South Reservoir	WATER FUND	2,559.28
40261000-NOV25	12/08/2025	Utilities/Water/Wells Hoag	WATER FUND	4,244.41
45016000-NOV25	12/08/2025	Utilities/Water RR3	WATER FUND	21.47
5013000-NOV25	12/08/2025	Utilities/Electric/400 Ella	ELECTRIC FUND	828.54
Total BPW - Utilities:				26,251.29
CINTAS LOC 749				
4251793372	12/02/2025	Uniform Cleaning/Rental WPC	WPC	37.10
4252432025	12/09/2025	Uniform Cleaning/Rental WPC	WPC	37.10
Total CINTAS LOC 749:				74.20
City Economic Development Fund				
ED-DEC25	12/01/2025	Economic Development Support-DEC25	ELECTRIC FUND	25,000.00
Total City Economic Development Fund:				25,000.00
City Motor Supply				
913918	12/09/2025	4)Rain-x@8.99	WPC	35.96
913949	12/10/2025	1)Slim Mini Light @19.99	WPC	19.99
Total City Motor Supply:				55.95
City Treasurer				
ATTY-DEC25	12/01/2025	Attorney Salary -DEC25	ELECTRIC FUND	4,257.00
ATTY-DEC25	12/01/2025	Attorney Salary -DEC25	WATER FUND	2,554.00
ATTY-DEC25	12/01/2025	Attorney Salary -DEC25	WPC	1,703.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
CR-DEC25	12/01/2025	Community Relations Coord(50% of Amanda)-DEC25	ELECTRIC FUND	2,747.00
CR-DEC25	12/01/2025	Community Relations Coord(50% of Amanda)-DEC25	WATER FUND	1,648.20
CR-DEC25	12/01/2025	Community Relations Coord(50% of Amanda)-DEC25	WPC	1,098.80
FINANCE-HR-DEC25	12/01/2025	Finance/HR Salary-DEC25	ELECTRIC FUND	8,424.00
FINANCE-HR-DEC25	12/01/2025	Finance/HR Salary-DEC25	WATER FUND	5,054.40
FINANCE-HR-DEC25	12/01/2025	Finance/HR Salary-DEC25	WPC	3,369.60
GARBAGE-NOV25	12/08/2025	Garbage-NOV25	ELECTRIC FUND	123,372.50
GM-DEC25	12/01/2025	General Manager Salary -DEC25	ELECTRIC FUND	10,933.00
GM-DEC25	12/01/2025	General Manager Salary -DEC25	WATER FUND	6,559.80
GM-DEC25	12/01/2025	General Manager Salary -DEC25	WPC	4,373.20
IT-DEC25	12/01/2025	IT Monthly Contribution -DEC25	ELECTRIC FUND	40,030.00
IT-DEC25	12/01/2025	IT Monthly Contribution -DEC25	WATER FUND	13,614.00
IT-DEC25	12/01/2025	IT Monthly Contribution -DEC25	WPC	9,432.00
PLUS-NOV25	12/08/2025	Beatrice Plus-NOV25	ELECTRIC FUND	2,346.47
Total City Treasurer:				241,516.97
Column Software PBC				
7FF24556-0593	11/21/2025	Notice of Meeting 12/10/25	WATER FUND	13.59
Total Column Software PBC:				13.59
Dave Hochstetler Sr.				
VAN REPAIR	12/01/2025	Reimbursement for 2013 Ford Van Repair (Estimate ID 25262879)	WATER FUND	2,158.44
Total Dave Hochstetler Sr.:				2,158.44
Dawgs Sports Specialties				
10974	01/09/1974	State Sales/Use	ELECTRIC FUND	11.15-
10974	01/09/1974	City Sales/Use	ELECTRIC FUND	4.06-
10974	01/09/1974	Uniform-J Burroughs	ELECTRIC FUND	90.80
10974	01/09/1974	Uniform-Zulauf	ELECTRIC FUND	112.00
10974	01/09/1974	Use Tax	ELECTRIC FUND	15.21
Total Dawgs Sports Specialties:				202.80
Dutton-Lainson Co				
921274-1	12/01/2025	4)RHR #2 ROUND POINT SHOVEL @75.0r	ELECTRIC FUND	300.00
921274-1	12/01/2025	Sales Tax	ELECTRIC FUND	22.50
Total Dutton-Lainson Co:				322.50
Echo Group, Inc.				
S011526667.001	12/03/2025	10)Bur Comp Lug 1-Hole 1/4" stud@4.62	WATER FUND	46.20
S011526667.001	12/03/2025	Sales Tax	WATER FUND	3.47
S011526667.002	12/03/2025	325ft)Welding cable black #4@3.00	WATER FUND	975.00
S011526667.002	12/03/2025	Sales Tax	WATER FUND	73.13
S011526797.001	12/03/2025	1)STE UNIT HEATER 5000w 480v 1/3PH @781.72	WATER FUND	781.72
S011526797.001	12/03/2025	Sales Tax	WATER FUND	58.63
S011527141.001	12/01/2025	1)Flk Toolpak@52.75	WATER FUND	52.75
S011527141.001	12/01/2025	1)Ber/QMk Stat 120v-277v@33.490	WATER FUND	33.49
S011527141.001	12/01/2025	Sales Tax	WATER FUND	6.47
S011527141.002	12/03/2025	1)Flk Soft Carrying Case @52.75	WATER FUND	52.75
S011527141.002	12/03/2025	Sales Tax	WATER FUND	3.96
S011527141.003	12/03/2025	1)Flk MULTI METER NON CONTACT VOLTAGE @261.93	WATER FUND	261.93
S011527141.003	12/03/2025	Sales Tax	WATER FUND	19.64
S011529508.001	12/02/2025	1)Ber/QMk Stat 120v-277v DPST 22A (RETURNED)	WATER FUND	33.49-

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
S011529508.001	12/02/2025	1)Ber/QMk Stat 120v-277v SPST 22A@35.99	WATER FUND	35.99
S011529508.001	12/02/2025	Sales Tax	WATER FUND	.19
S011530901.001	12/03/2025	4)NSI POLARIS CONN INS F/2 #500-4@94.77(WELL5)	WATER FUND	379.08
S011530901.001	12/03/2025	Sales Tax	WATER FUND	28.43
S011533292.001	12/04/2025	1)Bri 3/4" 90D Flex Conn @6.78 (well 5)	WATER FUND	6.78
S011533292.001	12/04/2025	Sales Tax	WATER FUND	.51
S011533304.001	12/04/2025	6)Bri 1-1/4 Chase Nipple @6.2997	ELECTRIC FUND	37.80
S011533304.001	12/04/2025	6)Bri 1-1/4 Plastic Bushing @.4583	ELECTRIC FUND	2.75
S011533304.001	12/04/2025	6)Bri 1-1/4" Locknut@.9798	ELECTRIC FUND	5.88
S011533304.001	12/04/2025	Sales Tax	ELECTRIC FUND	3.48
Total Echo Group, Inc.:				2,836.54
Employee Benefit Account				
HEALTH INS-DEC25	12/01/2025	Engineering Health Ins	ELECTRIC FUND	8,400.00
HEALTH INS-DEC25	12/01/2025	Electric Health Ins	ELECTRIC FUND	36,400.00
HEALTH INS-DEC25	12/01/2025	Billing & Service-elec	ELECTRIC FUND	5,600.00
HEALTH INS-DEC25	12/01/2025	Jean & Zab-elec	ELECTRIC FUND	2,800.00
HEALTH INS-DEC25	12/01/2025	Water Health Ins	WATER FUND	28,000.00
HEALTH INS-DEC25	12/01/2025	Billing & Service-wtr	WATER FUND	3,360.00
HEALTH INS-DEC25	12/01/2025	Jean & Zab-wtr	WATER FUND	1,680.00
HEALTH INS-DEC25	12/01/2025	WPC Health Ins	WPC	16,800.00
HEALTH INS-DEC25	12/01/2025	Billing & Service-wpc	WPC	2,240.00
HEALTH INS-DEC25	12/01/2025	Jean & Zab - wpc	WPC	1,120.00
Total Employee Benefit Account:				106,400.00
Farmers Cooperative				
2267-NOV25	11/30/2025	DEF-55gal	WPC	185.00
2267-NOV25	11/30/2025	17.2230 gal Super No lead	WPC	43.90
2267-NOV25	11/30/2025	11.8410 gal Super E89	WPC	33.10
2267-NOV25	11/30/2025	17.6440 gal Super No Lead	WPC	44.97
2267-NOV25	11/30/2025	16.4930 gal Super No Lead	WPC	42.04
2267-NOV25	11/30/2025	17.0460 gal Super No Lead	WPC	42.94
2267-NOV25	11/30/2025	39.530 gal Super No Lead	WPC	99.58
2267-NOV25	11/30/2025	24.0660 gal Super E89	WPC	65.58
2267-NOV25	11/30/2025	19.5920 gal Super no lead	WPC	48.57
2267-NOV25	11/30/2025	12.0340 gal Super No Lead	WPC	29.83
2267-NOV25	11/30/2025	10.5320 gal Super E89	WPC	29.12
2268-NOV25	11/30/2025	Tire Repair	ELECTRIC FUND	25.00
2268-NOV25	11/30/2025	Tire Repair	ELECTRIC FUND	25.00
Total Farmers Cooperative:				714.63
GE Software Inc				
225047	11/30/2025	Fuel Site Modeul Monthly Service-Oct25	ELECTRIC FUND	86.00
225047	11/30/2025	State Sales/Use	ELECTRIC FUND	4.40-
225047	11/30/2025	City Sales/Use	ELECTRIC FUND	1.60-
Total GE Software Inc:				80.00
General Traffic Controls, Inc.				
26967	12/04/2025	5)LED 16x18 insert @224.00	ELECTRIC FUND	1,120.00
26967	12/04/2025	1)Import Tariff@89.60	ELECTRIC FUND	89.60
26967	12/04/2025	Shipping	ELECTRIC FUND	22.40
26982	12/08/2025	500)CABLE 7-COND,14AWG,PVC STRADED@1.69	ELECTRIC FUND	845.00
26982	12/08/2025	Shipping	ELECTRIC FUND	150.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total General Traffic Controls, Inc.:				2,227.00
Grainger				
9728349995	12/02/2025	1)Urinal w/Screen Triangular blue @32.32	ELECTRIC FUND	32.32
9728349995	12/02/2025	2)handheld lights spot @38.26	ELECTRIC FUND	76.52
9728349995	12/02/2025	Sales Tax	ELECTRIC FUND	8.17
Total Grainger:				117.01
Harms Farms Trucking Inc				
19453	11/13/2025	Labor-Disable idle timer with insite	WATER FUND	150.00
Total Harms Farms Trucking Inc:				150.00
HDR Engineering Inc				
1200779664	12/05/2025	Evaluate generation equip/develop comprehensive strategy for the procure	ELECTRIC FUND	27,217.44
Total HDR Engineering Inc:				27,217.44
Husker Electric Supply				
76419	12/04/2025	RAB X34-250SF LIGHT	ELECTRIC FUND	3,603.94
Total Husker Electric Supply:				3,603.94
Hydro Optimization and Automat, Inc				
13094	12/02/2025	.5)Field Labor@175.00 (N resv)	WATER FUND	87.50
13094	12/02/2025	.75)Travel labor @130.00	WATER FUND	97.50
13094	12/02/2025	41)Mileage	WATER FUND	41.00
13095	12/02/2025	.75)Field Labor (well 5)	WATER FUND	131.25
13095	12/02/2025	1.5)Travel labor @130.00	WATER FUND	195.00
13095	12/02/2025	82)Milleage	WATER FUND	82.00
Total Hydro Optimization and Automat, Inc:				634.25
JCI Industries, Inc				
8287882	11/19/2025	1)M GE 60HP Vertical Motor@2150.00(well 5)	WATER FUND	2,150.00
8287882	11/19/2025	Sales Tax	WATER FUND	161.25
Total JCI Industries, Inc:				2,311.25
Lammel Plumbing, Inc.				
82414	12/10/2025	Repaired Sewer at Carlyle & Wentworth	WPC	6,500.00
85353	12/01/2025	Retrieved city's Jetter and repaired sewer main S Sumner & W Mary	WPC	11,002.40
85472	12/10/2025	Repaired Collapsed (deep) City Sewer Main 1506 market	WPC	10,900.75
85622	11/25/2025	Sewer Main Repair S Lasalle	WPC	5,248.70
Total Lammel Plumbing, Inc.:				33,651.85
Lampton Welding Supply				
0000678059	12/01/2025	2)1yr Prepaid Rent on Std Cyl 2/2026-2/2027	ELECTRIC FUND	182.64
0000678059	12/01/2025	1) 1yr Prepaid Rent on Std Cyl 2/2026-2/2027	WATER FUND	91.32
0020302745	12/09/2025	1)PFX Liner 030-035 15'@16.50	WATER FUND	16.50
0020302745	12/09/2025	Sales Tax	WATER FUND	1.24
Total Lampton Welding Supply:				291.70

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Landis and Gyr Technology, Inc.				
90422054	12/02/2025	SaaS Monthly flat Fee/Nov2025	ELECTRIC FUND	3,645.00
90422295	12/03/2025	SERV-ITGW-SAAS-Nov25 (Hosting for lot Distribution Automation-Monthly)	ELECTRIC FUND	769.70
Total Landis and Gyr Technology, Inc.:				4,414.70
Lincoln Winwater Works				
116216 02	12/05/2025	1)TAPPING SLEEVE 10 IN X 6 SST-11.45X6 MJ TAP SLEEVE	WATER FUND	666.50
116315 01	12/04/2025	1)M18 Compressor @315.00	WATER FUND	315.00
116315 01	12/04/2025	Sales Tax	WATER FUND	23.63
116697 01	12/01/2025	2)3/4" Air Release Valve @210.00	WATER FUND	420.00
116697 01	12/01/2025	Sales Tax	WATER FUND	31.50
116741 01	12/05/2025	4)100lb Drum Chlorine-5gal bucket @550.00	WATER FUND	2,200.00
116741 01	12/05/2025	Sales Tax	WATER FUND	165.00
116765 01	12/05/2025	2)2745-20 M18 30D FRAMING NAILER	WATER FUND	892.25
116765 01	12/05/2025	1)2940-20 BRUCHLESS STICK TRANS M18	WATER FUND	451.50
Total Lincoln Winwater Works:				5,165.38
MacQueen Equipment LLC				
P16687	12/04/2025	2)Repair Kit@185.00(Jetting head)	WPC	370.00
P16687	12/04/2025	Shipping	WPC	33.00
Total MacQueen Equipment LLC:				403.00
Mead Lumber Company				
12915091	12/05/2025	State Sales/Use	ELECTRIC FUND	1.18-
12915091	12/05/2025	City Sales/Use	ELECTRIC FUND	.43-
12915091	12/05/2025	2)2x4-10 SPF Grad2@4.89	ELECTRIC FUND	9.78
12915091	12/05/2025	2)2x4-12 SPF #2@5.82	ELECTRIC FUND	11.64
12915091	12/05/2025	Use Tax	ELECTRIC FUND	1.61
12916023	12/05/2025	8)2x4-8 SPF Grade 2@3.91	ELECTRIC FUND	31.28
12916023	12/05/2025	Sales Tax	ELECTRIC FUND	2.35
12922252	12/08/2025	1)3-1/4x131 C-HD Brt Strip @59.47	WATER FUND	59.47
12922252	12/08/2025	Sales Tax	WATER FUND	4.46
12923407	12/08/2025	2)4/8-3/4" AC Radiata Plywood@97.99	WPC	195.98
12923407	12/08/2025	1)Int Flat White BS Paint @47.99	WPC	47.99
12923407	12/08/2025	1)Roller & Tray Set 7-Piece@17.75	WPC	17.75
12923407	12/08/2025	1)Adhesive, Clear 4oz@5.99	WPC	5.99
12924395	12/08/2025	1)Hammer, 160a @15.35	WPC	15.35
12924395	12/08/2025	1)Natural Plastice Wood filler 16oz @13.43	WPC	13.43
12924395	12/08/2025	1) 1lb PP Interior 9x3@8.15	WPC	8.15
12924395	12/08/2025	1)White Alex Flex Sealant @7.00	WPC	7.00
12924434	12/08/2025	20)2x6-16 SPF #2@12.78	WATER FUND	255.60
12924434	12/08/2025	80)2x6-12 SPF #2 @9.98	WATER FUND	798.40
12924434	12/08/2025	2)2x10-12 HF Select Struc #1@18.81	WATER FUND	37.62
12924434	12/08/2025	28)4x8-7/16" OSB Sheating@12.73	WATER FUND	356.44
12924434	12/08/2025	2)9'x100' House Wrap @55.98	WATER FUND	111.96
12924434	12/08/2025	5)2x6-20 SYP Treated #1 @14.45	WATER FUND	72.25
12924434	12/08/2025	2)3/8" x6" Dow Sill Sealer @8.81	WATER FUND	17.62
12924434	12/08/2025	Sales Tax	WATER FUND	123.74
12925075	12/08/2025	4)2x6-20 SPF #2@16.13	WATER FUND	64.52
12925075	12/08/2025	Sales Tax	WATER FUND	4.84
12925147	12/08/2025	6)2x12-8 Select Struct #1@10.50	ELECTRIC FUND	63.00
12925147	12/08/2025	Sales Tax	ELECTRIC FUND	4.73
12926905	12/09/2025	2)2"x55yd TYVEK Tape @18.61	WATER FUND	37.22
12926905	12/09/2025	1)Diablo 5/8" x4" speedemon Spade Bit @5.27	WATER FUND	5.27

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
12926905	12/09/2025	1)10"40T Saw Blade @48.72	WATER FUND	48.72
12926905	12/09/2025	1)1 1/4" plastic cap nails 1#@10.55	WATER FUND	10.55
12926905	12/09/2025	Sales Tax	WATER FUND	7.64
12929073	12/09/2025	1)2x10-8 Select Struct #1@10.84	WATER FUND	10.84
12929073	12/09/2025	Sales Tax	WATER FUND	.82
910499	12/08/2025	1)2x6-20 Syp Treated #1 -returned invoice 12924434	WATER FUND	14.45-
910499	12/08/2025	Sales Tax	WATER FUND	1.08-
Total Mead Lumber Company:				2,446.87
Midwest Laboratories, Inc.				
1263708	12/02/2025	Weekly Wastewater Samples/Nov25	WPC	1,076.30
Total Midwest Laboratories, Inc.:				1,076.30
Nebraska Public Power District				
46978	12/02/2025	Power Bill/Transmission-Nov 25	ELECTRIC FUND	22,372.48
9000061238	11/30/2025	2) MTR Translation & Rpt Mtr Srv--Comb Rpt	ELECTRIC FUND	184.00
Total Nebraska Public Power District:				22,556.48
Norris Public Power District				
311885100-NOV25	12/05/2025	Power Bill/City Wells/Nov 2025	WATER FUND	3,853.07
Total Norris Public Power District:				3,853.07
One Call Concepts, Inc.				
5110132	11/30/2025	Street-locate fees	ELECTRIC FUND	28.84
5110132	11/30/2025	Elec-locate fees	ELECTRIC FUND	28.86
5110132	11/30/2025	Water-locate fees	WATER FUND	28.86
5110132	11/30/2025	WPC-locate fees	WPC	28.86
Total One Call Concepts, Inc.:				115.42
O'Reilly Automotive, Inc.				
0749-115613	11/22/2025	1)Connector@13.99	ELECTRIC FUND	13.99
0749-115613	11/22/2025	Sales Tax	ELECTRIC FUND	1.05
0749-115924	11/24/2025	State Sales/Use	ELECTRIC FUND	1.21-
0749-115924	11/24/2025	City Sales/Use	ELECTRIC FUND	.44-
0749-115924	11/24/2025	1)Adapter @21.99	ELECTRIC FUND	21.99
0749-115924	11/24/2025	Sales Tax	ELECTRIC FUND	1.65
0749-117616	12/03/2025	1)New Wtr Pump @132.45	WATER FUND	132.45
0749-117616	12/03/2025	2)1galAntifrez@14.99	WATER FUND	29.98
0749-117616	12/03/2025	Sales Tax	WATER FUND	12.18
0749-117643	12/03/2025	1)Shift Tube @38.75	ELECTRIC FUND	38.75
0749-117643	12/03/2025	Sales Tax	ELECTRIC FUND	2.91
0749-117708	12/03/2025	1)1GalAntifrez@14.99	WATER FUND	14.99
0749-117708	12/03/2025	Sales Tax	WATER FUND	1.12
0749-117715	12/03/2025	1)Air Hose@31.99	WATER FUND	31.99
0749-117715	12/03/2025	Sales Tax	WATER FUND	2.40
Total O'Reilly Automotive, Inc.:				303.80
Pinnacle Bank				
NOV2025	12/01/2025	Internet Banking Fees NOV 2025	ELECTRIC FUND	49.30
OCT2025	11/03/2025	Internet Banking Fees Oct 2025	ELECTRIC FUND	42.60

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Pinnacle Bank:				91.90
PowerTech LLC				
88287569	12/05/2025	Mileage	WATER FUND	103.00
88287569	12/05/2025	Materials	WATER FUND	10.00
88287569	12/05/2025	Generator Tech Labor	WATER FUND	560.00
88287569	12/05/2025	Service/Consumable Fee	WATER FUND	50.00
Total PowerTech LLC:				723.00
Railroad Management Co. III, LLC				
536194	09/23/2025	License Fee/300275/1/8/2026 to 1/7/2027	ELECTRIC FUND	458.76
536220	09/23/2025	License Fee/300423/1/10/26 to 1/9/27	WATER FUND	458.76
Total Railroad Management Co. III, LLC:				917.52
Rural Electric Supply Cooperative				
3096579	12/04/2025	25 KVA OVERHEAD DIST. TRANSFORMER. M7112C25ZZT30V1. AS PE	ELECTRIC FUND	57,077.13
3096580	12/04/2025	20)25 KVA OVERHEAD DIST. TRANSFORMER. M7112C25ZZT30V1. AS	ELECTRIC FUND	32,615.50
Total Rural Electric Supply Cooperative:				89,692.63
Sapp Bros. Petroleum, Inc.				
IN4893125	12/03/2025	807)UNLEADED GASOLINE @2.236	ELECTRIC FUND	1,804.45
IN4893125	12/03/2025	1004)DIESEL 50/50 blend @2.62	ELECTRIC FUND	2,630.48
Total Sapp Bros. Petroleum, Inc.:				4,434.93
Schoen's Roofing LLC				
-1	11/25/2025	Roof Booster Station Job 25-6634	WATER FUND	4,899.95
Total Schoen's Roofing LLC:				4,899.95
Sunbelt Solomon Services, LLC				
415451	12/02/2025	8)Oil Drum 0-49 Recycle load @105.48	ELECTRIC FUND	843.84
Total Sunbelt Solomon Services, LLC:				843.84
Surnali LLC				
25112325	12/01/2025	Clearinghouse Full Query-new driver Elliott, Daniels	ELECTRIC FUND	130.00
Total Surnali LLC:				130.00
Tractor Supply Company				
749515	10/22/2025	1)Cd-sld Act GTE Latch MGv @28.99	ELECTRIC FUND	28.99
749515	10/22/2025	Sales Tax	ELECTRIC FUND	2.17
750457	11/04/2025	1)Trv DEF 5gal @16.99	ELECTRIC FUND	16.99
750457	11/04/2025	Sales Tax	ELECTRIC FUND	1.27
Total Tractor Supply Company:				49.42
Tyndale Company, Inc.				
4194853	12/04/2025	1)Carh FR Weight Lined Bib Overall @315./Metz	ELECTRIC FUND	315.00
4194853	12/04/2025	1)Ariat Sierra Steel Toe Boot @189.00/Schaaf	ELECTRIC FUND	189.00
4194853	12/04/2025	2)Ariat M4 Relaxed fit boot jean @128.00	ELECTRIC FUND	256.00
4194853	12/04/2025	1)Drifiretecgen FR Taproom Jean @128.00	ELECTRIC FUND	128.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
4194853	12/04/2025	1)Tyndale Signal Hivis Hoodswtshirt@238.00	ELECTRIC FUND	238.00
4194853	12/04/2025	2)Tyndal Thermal Hat@31.00	ELECTRIC FUND	62.00
4194853	12/04/2025	shipping	ELECTRIC FUND	48.85
4194853	12/04/2025	sales tax	ELECTRIC FUND	92.77
4195871	12/05/2025	1)Ariat FR Duralight Stretch Jacket @299.00/Bletscher	ELECTRIC FUND	299.00
4195871	12/05/2025	Embroidery	ELECTRIC FUND	3.00
4195871	12/05/2025	2)Disc Tyndale Versa Convert Gaiter@21.05/Schaaf	ELECTRIC FUND	42.10
4195871	12/05/2025	shipping	ELECTRIC FUND	23.90
4195871	12/05/2025	sales tax	ELECTRIC FUND	27.60
4198427	12/06/2025	2)Ariat Relaxed Lowrise Boot M4 Jean@108.00/Buss	ELECTRIC FUND	216.00
4198427	12/06/2025	2)Ariat Work Horse Boot Cut Pant @121.00/Buss	ELECTRIC FUND	242.00
4198427	12/06/2025	1)Tyndale Core Hooded Sweatshirt@185.00/Buss	ELECTRIC FUND	185.00
4198427	12/06/2025	Embroidery	ELECTRIC FUND	3.00
4198427	12/06/2025	shipping	ELECTRIC FUND	20.95
4198427	12/06/2025	sales tax	ELECTRIC FUND	50.03
Total Tyndale Company, Inc.:				2,442.20
US Postmaster				
120825	12/08/2025	cycle billing postage	ELECTRIC FUND	1,568.14
120825	12/08/2025	cycle billing postage	WATER FUND	940.88
120825	12/08/2025	cycle billing postage	WPC	627.26
Total US Postmaster:				3,136.28
USA Bluebook				
INV00896262	12/01/2025	1)USABlueBook pH1 Buffer Blue@56.45	WPC	56.45
INV00896262	12/01/2025	1)USABlueBook pH 7 Buffer Yellow@56.45	WPC	56.45
INV00896262	12/01/2025	1)USABlueBook pH4 Buffer Red@56.45	WPC	56.45
INV00896262	12/01/2025	1)SensION+pH Electro de,5010T 1mCable@301.00	WPC	301.00
INV00896262	12/01/2025	Shipping	WPC	30.35
Total USA Bluebook:				500.70
Visa				
20081-NOV25	12/02/2025	Walmart-Candy for Holiday Lighted Parade	ELECTRIC FUND	105.73
20081-NOV25	12/02/2025	Phillips 66-Speedee-Fuel	ELECTRIC FUND	28.03
20081-NOV25	12/02/2025	NE Concagg-Concrete conf-Burroughs	ELECTRIC FUND	85.00
20081-NOV25	12/02/2025	NI E and A Renew-Burroughs	ELECTRIC FUND	80.00
20081-NOV25	12/02/2025	Crowne Plaza-Kearney -conf	ELECTRIC FUND	372.62
20081-NOV25	12/02/2025	Amazon-Credit	ELECTRIC FUND	6.99-
20081-NOV25	12/02/2025	Amazon-Handouts for Lighted Parade	ELECTRIC FUND	131.20
20081-NOV25	12/02/2025	Amazon-Handouts for Holiday Lighted Parade	ELECTRIC FUND	86.64
20081-NOV25	12/02/2025	Amazon-Holiday Window Display	ELECTRIC FUND	170.51
20081-NOV25	12/02/2025	Remarkable-Monthly Subscription digital notepad	ELECTRIC FUND	3.21
20081-NOV25	12/02/2025	Valentino's - Board meeting	ELECTRIC FUND	75.80
20081-NOV25	12/02/2025	Walmart-Supplies	ELECTRIC FUND	46.65
20081-NOV25	12/02/2025	Domino's-Board meeting	ELECTRIC FUND	43.25
20081-NOV25	12/02/2025	Zoro-Extension Ladder	WATER FUND	503.09
20081-NOV25	12/02/2025	Harbor Freight-tools	WATER FUND	42.98
20081-NOV25	12/02/2025	Harbor Freight-tools	WATER FUND	73.06
20081-NOV25	12/02/2025	Zoro-Heater for Well 5	WATER FUND	765.29
20081-NOV25	12/02/2025	Amazon-Magnet Material-wells	WATER FUND	26.34
20081-NOV25	12/02/2025	American Water Works Assoc-AWWADues	WATER FUND	385.00
20081-NOV25	12/02/2025	Knapheide Quincy estore-grease,spray	WPC	80.00
20081-NOV25	12/02/2025	Grainger-Adapter	WPC	105.00
20081-NOV25	12/02/2025	Home Depot-Tools	WPC	267.76

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
20081-NOV25	12/02/2025	Amazon-Tool organizer,battery holder	WPC	118.21
20081-NOV25	12/02/2025	Walmart-Plant Supplies	WPC	165.26
20081-NOV25	12/02/2025	Walmart-Plant Supplies	WPC	256.30
20081-NOV25	12/02/2025	Walmart-plant supplies	WPC	46.94
20081-NOV25	12/02/2025	Walmart-Plant Supplies	WPC	136.41
20081-NOV25	12/02/2025	Walmart-Plant Supplies	WPC	189.64
20081-NOV25	12/02/2025	Walmart-Plant Supplies	WPC	85.13
Total Visa:				4,468.06
Wesco Distributing, Inc.				
770773	11/26/2025	25)INSULATOR PARK TRANSFORMER STAND OFF PLUG 15 KV T&B 16	ELECTRIC FUND	1,693.13
770773	11/26/2025	30)CAPS, PROTECTIVE 8.3KV 200 AMP CPS LPC215	ELECTRIC FUND	1,354.50
770773	11/26/2025	30)TRANS. BASEMENT SINGLE PH. NORDIC CBP37-43-15A	ELECTRIC FUND	10,803.75
770773	11/26/2025	60)BOLT MACH GALV 5/8 X 14 HPS 8814	ELECTRIC FUND	211.56
771425	11/27/2025	100)SERVENS 1 STR 1 STR BUR ES2R2R	ELECTRIC FUND	96.75
Total Wesco Distributing, Inc.:				14,159.69
Westlake Hardware, Inc.				
10358492	12/03/2025	5)Bulk Fasteners @.14	WATER FUND	.70
10358492	12/03/2025	25)Bulk Fasteners @6.56	WATER FUND	164.00
10358492	12/03/2025	Sales Tax	WATER FUND	12.35
10358493	12/03/2025	25)Bulk Fasteners @6.560returned	WATER FUND	164.00-
10358493	12/03/2025	1)Anchr Drv 1/2x4-3/4@115.19	WATER FUND	115.19
10358493	12/03/2025	Sales Tax	WATER FUND	3.66-
10358495	12/03/2025	1)#2 Conduit Hanger @1.61	ELECTRIC FUND	1.61
10358495	12/03/2025	4)Bulk Fasteners @.14	ELECTRIC FUND	.56
10358495	12/03/2025	2)Adapter Terminal @1.79	ELECTRIC FUND	3.58
10358495	12/03/2025	1)Bulk fasteners @2.69	ELECTRIC FUND	2.69
10358495	12/03/2025	1)Cord W/Sckt 9' @11.69	ELECTRIC FUND	11.69
10358495	12/03/2025	Sales Tax	ELECTRIC FUND	1.51
10358498	12/03/2025	4)Expanding Sealant 12@8.63	WPC	34.52
10358507	12/03/2025	1)Ft LED A19 SW 100w@12.59	ELECTRIC FUND	12.59
10358507	12/03/2025	Sales Tax	ELECTRIC FUND	.94
10358514	12/04/2025	4)RV/Marine Antifreeze @4.49	WPC	17.96
10358514	12/04/2025	1)Ex Cord 12/3SJTW @67.49	WPC	67.49
10358514	12/04/2025	1)Ex Cord 12/3SJTW @31.49	WPC	31.49
10358518	12/04/2025	2)Bulk Fasteners @.33	WATER FUND	.66
10358518	12/04/2025	2)Bulk Fasteners @.33	WATER FUND	.66
10358518	12/04/2025	2)Bulk Fasteners @1.52	WATER FUND	3.04
10358518	12/04/2025	2)Bulk Fasteners @1.16	WATER FUND	2.32
10358518	12/04/2025	Sales Tax	WATER FUND	.50
10358524	12/04/2025	2) Ice Melt 40lb Pail @25.19	ELECTRIC FUND	50.38
10358524	12/04/2025	Sales Tax	ELECTRIC FUND	3.78
10358544	12/05/2025	1)Adjustable Wrench slv@11.69	WPC	11.69
10358544	12/05/2025	1)Strap Wrench Set2pc	WPC	20.69
10358544	12/05/2025	2)Ext Wnd De-Icer@7.73	WPC	15.46
10358544	12/05/2025	1)Adaptr Ground Vinyl@3.05	WPC	3.05
10358544	12/05/2025	1)WD40Smart Straw120@8.09	WPC	8.09
10358544	12/05/2025	Instant savings	WPC	2.00-
10358571	12/09/2025	1)Dur bAtt Lthm@12.59(sc gates)	ELECTRIC FUND	12.59
10358571	12/09/2025	Sales Tax	ELECTRIC FUND	.94
10358580	12/09/2025	1)Tee Glv 3/4x3/4x3/4@5.39	WATER FUND	5.39
10358580	12/09/2025	1)Tee Sch80pvc@6.83	WATER FUND	6.83
10358580	12/09/2025	Sales Tax	WATER FUND	.92
10358583	12/09/2025	1)Space Heater 800w@28.79	WPC	28.79

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10358583	12/09/2025	1)Trans Swvl Sprayatr@11.69	WPC	11.69
10358583	12/09/2025	Instant savings	WPC	5.00-
10358594	12/10/2025	15)Bulk Fasteners@1.79	ELECTRIC FUND	26.85
10358594	12/10/2025	Sales Tax	ELECTRIC FUND	2.01
10358598	12/10/2025	4)rV/Marine Antifreeze-returned	WPC	17.96-
10358599	12/10/2025	6)Ext Wnd De-icer @7.73	WPC	46.38
10358599	12/10/2025	Instant Savings	WPC	2.00-
10358606	12/10/2025	3)Mineral Spirits @17.99	WPC	53.97
Total Westlake Hardware, Inc.:				600.93
Grand Totals:				742,626.03

Dated: _____

Mayor: _____

City Council: _____



AGENDA ITEM

Subject: Award of Bid for the Armor Coating and Asphalt Sealing projects , as recommended by the Board of Public Works

For Agenda of: December 15, 2025

Exhibit(s): Letter and Bid Tabulation

Date Submitted: December 10, 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 26, 2025, as on file in the City Clerk's Office.
- e. Recommend award of bid for the Armor Coating Various Locations – 2026 project to Sta-Bilt Construction, in the amount of \$33,317.20, to the Mayor and City Council.
- f. Recommend award of bid for the Asphalt Sealing Various Locations - 2026 project to Hall Brothers, in the amount of \$29,007.24, to the Mayor and City Council.

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

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

MOTION CARRIED.

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax: 402.228.2312

SERVICE CENTER

500 North Commerce Street | Beatrice, NE 68310

Phone: 402.228.5211 Fax: 402.223.5181

December 4, 2025

City of Beatrice
Board of Public Works
400 Ella Street
Beatrice, Nebraska 68310

RE: Recommendation for Award of Contract
Armor Coating Various Locations - 2026

Dear Mayor, City Council, and BPW Members:

Bids were received on December 4, 2025, at 10:00 a.m., for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

A total of two (2) bids were opened for the project, and the apparent low bid was submitted by Sta-Bilt Construction Co., located in Harlan, Iowa for \$33,317.20.

The City of Beatrice Street Department currently has \$32,500.00 budgeted for Armor Coat projects in 2026.

Since this Contractor has been deemed a responsive and responsible bidder, it is my recommendation that an award should be made to Sta-Bilt Construction Co., located in Harlan, Iowa for \$33,317.20.

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

Sincerely,

James A. Burroughs, P.E.

Encl: Bid Tabulation

Armor Coating - 2026
Date: Dec 4, 2025
RE: Cost Estimate

Item No.	Bid Description	Unit	Quantity	Engineers Cost Estimate		Sta-Bilt		Midwest Coatings	
				Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs
1	Traffic Control	LS	1.0	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$2,482.69	\$2,482.69
2	Mobilization/Demobilization	LS	1.0	\$10,000.00	\$10,000.00	\$10,500.00	\$10,500.00	\$6,660.34	\$6,660.34
3	Asphaltic Armor Coat Binder (CRS-2P)	GAL	5,113.0	\$5.00	\$25,565.00	\$4.00	\$20,452.00	\$5.18	\$26,485.34
4	Armor Coat Aggregate - (Handling and Placement Only, Owner will supply aggregate material which will be stockpiled at 1st and Ella.)	TON	88.0	\$50.00	\$4,400.00	\$4.15	\$365.20	\$189.64	\$16,688.32
				Subtotal	\$43,465.00	Subtotal	\$33,317.20	Subtotal	\$52,316.69
				Sq Yd	14608		14608		14608
				Cost per Sq Yd	\$2.98		\$2.28		\$3.58



AGENDA ITEM

Subject: Award of Bid for the Armor Coating and Asphalt Sealing projects, as recommended by the Board of Public Works

For Agenda of: December 15, 2025

Exhibit(s): Letter and Bid Tabulation

Date Submitted: December 10, 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 26, 2025, as on file in the City Clerk's Office.
- e. Recommend award of bid for the Armor Coating Various Locations – 2026 project to Sta-Bilt Construction, in the amount of \$33,317.20, to the Mayor and City Council.
- f. Recommend award of bid for the Asphalt Sealing Various Locations - 2026 project to Hall Brothers, in the amount of \$29,007.24, to the Mayor and City Council.

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

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

MOTION CARRIED.

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax: 402.228.2312

SERVICE CENTER

500 North Commerce Street | Beatrice, NE 68310

Phone: 402.228.5211 Fax: 402.223.5181

December 4, 2025

City of Beatrice
Board of Public Works
400 Ella Street
Beatrice, Nebraska 68310

RE: Recommendation for Award of Contract
Asphalt Sealing Various Locations - 2026

Dear Mayor, City Council, and BPW Members:

Bids were received on December 4, 2025, at 10:00 a.m., for the above referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. A bid tabulation has been prepared for the project and is attached for your reference.

A total of one (1) bid was opened for the project, and the apparent low bid was submitted by Hall Brothers, Inc., located in Marysville, Kansas for \$29,007.24.

The City of Beatrice Street Department currently has \$32,500.00 budgeted for Asphalt Sealing projects in 2026, which is a difference of \$3,492.72.

Since this Contractor has been deemed a responsive and responsible bidder, it is my recommendation that an award should be made to Hall Brothers, Inc., located in Marysville, Kansas for \$29,007.24.

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

Sincerely,

James A. Burroughs, P.E.

Encl: Bid Tabulation

Aspahlt Sealing - 2026
Date: Dec 4, 2025
RE: Cost Estimate

				Engineers Cost Estimate		Hall Brothers	
Item No.	Bid Description	Unit	Quantity	Costs/Unit	Item Costs	Costs/Unit	Item Costs
1	Traffic Control	LS	1.0	\$10,000.00	\$10,000.00	\$3,200.00	\$3,200.00
2	Mobilization/Demobilization	LS	1.0	\$10,000.00	\$10,000.00	\$7,200.00	\$7,200.00
3	Asphalt Sealer	SY	8,777.0	\$2.00	\$17,554.00	\$2.12	\$18,607.24
				Subtotal	\$37,554.00	Subtotal	\$29,007.24
				Budget	\$32,500.00		\$32,500.00
				Remaining Budget	(\$5,054.00)		\$3,492.76
				Sq Yd	8777		8777
				Cost per Sq Yd	\$4.28		\$3.31

December 12^h, 2025

City of Beatrice
Attn: Mr. Bob Morgan, Mayor
400 Ella St.
Beatrice, NE 68310

RE: Recommendations for Award of Contract

Stoddard Park Playground Improvements

Dear Council Members,

Bids were received December 11th, 2025, at 10:00 AM for the above referenced project. This letter is prepared to summarize the bid received and provide recommendations for awarding the bid for this project. A bid tabulation has been prepared and is attached for your reference.

A total of one bid was submitted for this project, and my recommendation is to award the Stoddard Park Playground Park Playground project to Play-Pro Recreation LLC out of Des Moines, Iowa, in the amount \$198,808.00

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Pethoud", written in a cursive style.

Mark Pethoud

Attachments: Bid Tabulation



BID TABULATION

Stoddard Park Playground Improvements - 2025

City Hall Conference Room - 400 Ella Street

December 11, 2025 - 10:00 a.m.

[illegible]

December 2, 2025

City of Beatrice
400 Ella Street
Beatrice, NE, 68310

Reference: Beatrice Municipal Airport (BIE), Beatrice, NE
Construct T-Hangar/Taxilanes
CDS 3-31-0009-024
Consultant Agreement – **Amendment No. 1**
Reduce DESIGN Phase Services, Add RE-BIDDING Phase Services

Dear City of Beatrice:

On September 16, 2024, Alfred Benesch & Company (Benesch) entered into the original Grant No. -024 contract agreement with the City of Beatrice to provide technical and professional services for the **Construct T-Hangar/Taxilanes** project. The original agreement scope of work included **DESIGN, BIDDING, CONSTRUCTION, CLOSEOUT** and **SPECIAL (Geotechnical and Material Testing)** phase services.

It is now known that the City of Beatrice desires to amend the Original Contract by reducing **DESIGN** and adding **RE-BIDDING** services as a result of the project being re-advertised for bids in the fall of 2025.

This amendment includes the following modifications:

Modification No. 1: In **SECTION 1: GENERAL**,

Replace the Summary of Exhibit Attachments in its entirety and replace with the following:

Summary of Exhibit Attachments:

- **Exhibit A:** Prelim Phase Fees **(NOT USED)**
- **Exhibit B:** Design Phase Fees *(Original Contract)*
- **Exhibit C:** **Bidding Phase Fees (Original Contract, Amendment No. 1)**
- **Exhibit D:** Construction Phase Fees *(Original Contract)*
- **Exhibit D-1:** Closeout Phase Fees *(Original Contract)*
- **Exhibit E:** Special Services Fees (Geotech Investigation) *(Original Contract)*
- **Exhibit E-1:** Special Services Fees (Material Testing) *(Original Contract)*
- **Exhibit F:** **Summary of Engineering Fees (Original Contract, Amendment No. 1)**
- **Exhibit G:** Summary of Overhead Rate *(Original Contract)*
- **Exhibit H:** Project Design/Bidding Schedule *(Original Contract)*
- **Exhibit I:** Project Sketch *(Original Contract)*
- **Exhibit J:** Federal Contract Provisions for A/E Agreements (Version 05/24/2023) *(Original Contract)*
- **Exhibit K:** Material Testing Unit Rates *(Original Contract)*
- **Exhibit L:** Benesch Standard Terms & Conditions *(Original Contract)*
- **Exhibit M:** Insurance Certificate (COI) *(Original Contract)*
- **Exhibit N:** A-GIS “As-Built” Updates – Scope Items **(NOT USED)**

Modification No. 2: In SECTION 3: DESIGN PHASE,

Due to the required aggressive design schedule, the consultant had a total expended design project fee underrun. Repackaging of the project Plans and Contract Documents for re-bid was completed under the Original Contract Design Phase services fee amount. This amendment hereby reduces the total fee amount as shown in **Modification 4**. The contracted design fixed fee shall remain unchanged.

Modification No. 3: In SECTION 4: BIDDING PHASE,

Update the bidding scope items listed in the Original Contract, with the following:

- 4-1 **Contractor Bid Documents:** No change per this amendment.
- 4-2 **Pre-bid (Non-Mandatory) Meeting:** No change per this amendment.
- 4-3 **Questions/Addenda:** No change per this amendment.
- 4-4 **Bid Opening/Analyze Bids:** No change per this amendment.
- 4-5 **Letter of Recommendation:** No change per this amendment.
- 4-6 **Review Contract Documents:** No change per this amendment.
- 4-7 **Assemble Contract Documents:** No change per this amendment.
- 4-8 **Grant Application:** No change per this amendment.
- 4-9 **Buy American Waiver and DBE Good Faith Effort:** No change per this amendment.
- 4-10 **Attend Sponsor City Council Meeting For Award of Construction Contract:** No change per this amendment.
- 4-11 **Issued-For-Construction (IFC) Documents:** No change per this amendment.
- 4-12 **[Re-Bid] Contractor Bid Documents:** Engineer shall provide sufficient electronic copies of the approved plans and specifications to permit advertising and bidding via a Benesch hosted FTP site. Additionally, the Engineer will send out hard-copy targeted mailings to area contractors that would be potentially interested in bidding the project. The Engineer will make targeted phone calls to local (prime) contractors to help solicit interest in the project bidding. The Engineer shall perform bidding services in accordance with FAA/ACE AIP Guide No. 1010-Bidding.
- 4-13 **[Re-Bid] Pre-bid (Non-Mandatory) Meeting:** *Not applicable. No pre-bid meeting will be held for this re-bid project.*
- 4-14 **[Re-Bid] Questions/Addenda:** The Engineer shall respond to questions raised by potential bidders during the bidding process and shall issue addenda to the bidding documents as required. This agreement assumes up to two (2) addendums will be issued during the re-bidding process.
- 4-15 **[Re-Bid] Bid Opening/Analyze Bids:** The Consultant will conduct the re-bid opening at the office of the Consultant (Benesch: 200 S 21st Street, Suite 300, Lincoln, NE). Following the re-bid opening, the

Consultant shall tabulate and analyze bid results and evaluate bidders.

- 4-16 [Re-Bid] Letter of Recommendation:** Consultant shall prepare a letter of recommendation, based on bid proposals, for review and consideration by the Sponsor. The Sponsor will prepare and submit the Sponsor's final recommendation documents necessary to obtain construction contract approval. The Sponsor shall prepare and submit a request for concurrence to FAA in accordance with FAA/ACE AIP Guide No. 1020-Contract Award, along with the Sponsor Certification.

The letter of recommendation shall address the following items at a minimum:

- Bid date
- Table summarizing base bid and add alternatives (as applicable)
- Evaluation of unit price extensions and total base bid, including error check
- Unbalanced bids (if applicable)
- Address if all the bidders acknowledged addendums, as applicable.
- Address if any ineligible insurance costs (additional insured) were included by the bidder.
- Address if the bidder submitted a tentative list of subcontractors.
- Address if pre-qualification requirements (if any) were satisfied.
- Review and address the contractor's qualifications.
- Verify the contractor, and proposed subcontractors, are not on the SAMs debarment list.
- Address if the bidder submitted certificate regarding tax delinquency and felony charges.
- Address DBE utilization, DBE Letter of Intent, DBE goal and Good Faith Effort, if applicable.
- Address Buy American compliance.
- Confirm the Bidders signature on the Proposal Form.
- Confirm submittal of an appropriate Bid Guarantee.
- Address completion of non-mandatory pre-bid meeting (if applicable), and list contractors in attendance.

- 4-17 [Re-Bid] Review Contract Documents:** Assist the Sponsor in preparing and reviewing Contractor project bonds, insurance certificates, and contracts.

- 4-18 [Re-Bid] Assemble Contract Documents:** After appropriate approvals, assemble all executed contract documents necessary for the project including bonds, insurance, contracts, etc. Electronically combine the executed contract documents with the specifications and provide the following documents:

Submittal	FAA		NDOT		Sponsor	
	Hard Copy	PDF/Electronic Copy	Hard Copy	PDF/Electronic Copy	Hard Copy	PDF/Electronic Copy
Plans - Full Size	---	---	---	---	---	---
Plans - Half Size	---	---	---	---	---	---
Specifications/Contract Docs	---	1	---	1	---	1
Engineer's Design Report	---	---	---	---	---	---

- 4-19 [Re-Bid] Grant Application:** *Not Included. By NDOT-A/Sponsor*
- 4-20 [Re-Bid] Buy American Waiver and DBE Good Faith Effort:** *This agreement assumes no B.A. Waiver or DBE Good Faith Effort will be required for the re-bidding.*
- 4-21 [Re-Bid] Attend Sponsor City Council Meeting For Award of Construction Contract:** *Not Included.*

- 4-22 **[Re-Bid] Issued-For-Construction (IFC) Documents:** Once the project has been re-bid and awarded, and prior to the start of construction, the Consultant shall prepare and issue Issued-For-Construction (IFC) plan drawings and specifications that fully integrate any and all re-bidding addendums issued. The following IFC documents will be issued:

Submittal	FAA		NDOT		Sponsor	
	Hard Copy	PDF/Electronic Copy	Hard Copy	PDF/Electronic Copy	Hard Copy	PDF/Electronic Copy
Plans - Full Size	---	---	---	---	---	---
Plans - Half Size	---	1	---	1	---	1
Specifications/Contract Docs	---	1	---	1	---	1
Engineer's Design Report	---	---	---	---	---	---

The bidding **and re-bidding** phase will be considered complete when the executed contracts have been approved by the Sponsor, NDOT-A, and FAA. A second re-advertising/re-bidding, if necessary, will be negotiated under a supplemental agreement to this contract.

Modification No. 4: In SECTION 7: FEES AND CHARGES,

Replace the Section 3 (Design Phase) fee paragraphs in their entirety with the following:

Section 3: Design Phase.

Payment for the items included in Section 3 Design Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a **fixed payment of \$21,773.75 (Original Contract: \$21,773.75 + Amendment No. 01: \$0.00)**. The schedule of charges and reimbursable expenses are shown in **Exhibit B (Original Contract)** attached and **(Underrun) Described Below** and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 3 will not be greater than the **"Not-to-Exceed" (NTE) amount of \$176,614.00 (Original Contract: \$191,014.00 + Amendment No. 01: -\$14,400.00)**, if the scope of work as set forth in Section 1 & 3 is not exceeded. If the scope of work is exceeded, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

Modification No. 5: In SECTION 7: FEES AND CHARGES,

Replace the Section 4 (Bidding Phase) fee paragraphs in their entirety with the following:

Section 4: Bidding Phase.

Payment for the items included in Section 4 Bidding Phase shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a **fixed payment of \$2,821.19 (Original Contract: \$1,243.49 + Amendment No. 01: \$1,577.70)**. The schedule of charges and reimbursable expenses are shown in **Exhibit C (Original Contract)** and **Exhibit C (Amendment No. 01)** attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 4 will not be greater than the "Not-to-Exceed" (NTE) amount of **\$25,398.00 (Original Contract: \$10,998.00 + Amendment No. 01: \$14,400.00)**, if the scope of work as set forth in Section 1 & 4 is not exceeded. If the scope of work is exceeded, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices. Invoices shall include a pro rata portion of the fixed fee with the final invoice adjusted to include the remaining unpaid balance of the fixed fee.

If these modifications are acceptable, please sign below and return one (1) electronic copy to us.

Sincerely,
ALFRED BENESCH & COMPANY



Andrew Beil, P.E., Vice President

Accepted By:
City of Beatrice, Beatrice, NE

By: _____

Date: _____

EXHIBIT C
BIDDING PHASE FEES
(Amendment No. 01)

EXHIBIT C (Amendment No. 01)

PAGE 1 OF 2

FEE ESTIMATE
BEATRICE MUNICIPAL AIRPORT (BIE)
CONSTRUCTION OF A NEW 10-PLACE T-HANGAR; TAXILANE UPGRADES; HANGAR
APPROACH RECONSTRUCTION
GRANT NO.: 3-31-0009-024 (CDF)

RE-BIDDING PHASE

I. Direct Salary Costs			
<u>Title</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Cost</u>
Intern (Aviation)	0	\$22.88	\$0.00
Surveyor RLS	0	\$39.52	\$0.00
Survey RLS/Senior Tech	0	\$46.80	\$0.00
Design Eng. I (Aviation)	0	\$35.36	\$0.00
Design Eng. II (Aviation)	41	\$39.00	\$1,599.00
Design Eng. II (H&H)	0	\$38.48	\$0.00
Project Eng. II (Aviation)	0	\$48.88	\$0.00
Project Manager I (Aviation/H&H)	44	\$52.00	\$2,288.00
Senior Inspector	0	\$55.12	\$0.00
Technical Manager (Electrical)	0	\$65.52	\$0.00
Project Manager II (Aviation)	6	\$69.68	\$418.08
Senior Project Manager (Aviation)	3	\$85.28	\$255.84
TOTAL HOURS:		94	
Total Direct Salary Costs			\$4,560.92
II. Direct Salary Costs			
IIA. Labor (Administrative Overhead)			
Overhead	166.09% Of Item I		\$7,575.23
IIIB. Fixed Fee (Labor)			
On Direct Salary Costs & Overhead	13.00% Of Item I & IIA		\$1,577.70
IIC. Total Mark-up			\$9,152.93
Total Fee For Labor (Sum of I & IIC)			\$13,713.85
III. Direct Non-Salary Expenses			
IIIA. Non - Salary Expenses			\$710.00
IIIB. Not Used			\$0.00
Total Fee For Expenses (Sum of IIIA & IIIB)			\$710.00
IV. Subconsultant Fee			
Subconsultants			\$0.00
V. Total Fees (Sum of II, III, IV)			\$14,423.85
Cost Plus To Max (Hourly Time & Materials) -Call It			\$14,400

EXHIBIT C (Amendment No. 01)

PAGE 2 OF 2

Project: CONSTRUCTION OF A NEW 10-PLACE T-HANGAR; TAXILANE UPGRADES; HANGAR APPROACH RECONSTRUCTION

Element: BIDDING (RE-BID)

Category/Employee	Rate Or Factor w/C.O.L.	Provide Bid Docs / Phone Calls to Bidders	Pre-Bid Mtg/ Minute N/A	Questions/ Addenda (2 Addenda)	Bid Opening/ Analyze Bids	Letter Of Rec.	Review Contract Docs	Assemble Contract Docs	Grant App (By NDOT-A)	B.A. Waiver/ DBE G.F.E.	Attend Sponsor City Council Mtg. (NA)	IFC Docs.				Total Hours Per Employee	\$ Labor Cost TOTAL
		4-12	4-13	4-14	4-15	4-16	4-17	4-18	4-19	4-20	4-21	4-22					
Intern (Aviation)	\$22.88																
Surveyor RLS	\$39.52																
Survey RLS/Senior Tech	\$46.80																
Design Eng. I (Aviation)	\$35.36																
Design Eng. II (Aviation)	\$39.00	8		12	6	4	4	5				2				41	\$1,599.00
Design Eng. II (H&H)	\$38.48																
Project Eng. II (Aviation)	\$48.88																
Project Manager I (Aviation/H&H)	\$52.00	8		16	4	6	2					8				44	\$2,288.00
Senior Inspector	\$55.12																
Technical Manager (Electrical)	\$65.52																
Project Manager II (Aviation)	\$69.68			6												6	\$418.08
Senior Project Manager (Aviation)	\$85.28			1		2										3	\$255.84
Tot. Man Hours Per Element		16		35	10	12	6	5				10				94	
\$ Labor Cost		\$728		\$1,803	\$442	\$639	\$260	\$195				\$494					\$4,560.92
Overhead Rate	166.09%																\$7,575.23
Fixed Fee (Labor)	13%																\$1,577.70
Fee for Employees		\$2,189		\$5,422	\$1,329	\$1,920	\$782	\$586				\$1,485					\$13,713.85
ESTIMATED EXPENSES																	
	Unit Rate															Total Units	\$ Expense Cost TOTAL
Vehicle Half Day	\$32.50																
Vehicle Full Day	\$65.00																
...																	
Lodging (Per Night)	\$125.00																
Mailing Costs (UPS/Fed-Ex)	\$40.00						2									2	\$80.00
Mailing Costs (\$10/Unit)	\$10.00																
Meals (Per Day Est.)	\$40.00																
NTB Mailings	\$150.00	1														1	\$150.00
Overnight Mailings (Bid Booklets)	\$40.00	12														12	\$480.00
Print Costs (A&D Supply)																	
Paint & Survey Supplies																	
Expense Costs		\$630					\$80										\$710.00
Fixed Fee Expenses - None																	
Total Expense Fee		\$630					\$80										\$710.00
Subconsult (---)																	
Subconsult (---)																	
Total Subconsultant Fee																	
TOTAL FEE		\$2,819		\$5,422	\$1,329	\$1,920	\$862	\$586				\$1,485					\$14,423.85
CALL IT:																	\$14,400.00

-55-

EXHIBIT F
SUMMARY OF
ENGINEERING FEES
(Amendment No. 01)

EXHIBIT F (Amendment No. 01)**PAGE 1 OF 1**

**BEATRICE MUNICIPAL AIRPORT (BIE)
CONSTRUCTION OF A NEW 10-PLACE T-HANGAR; TAXILANE UPGRADES;
HANGAR APPROACH RECONSTRUCTION
GRANT NO.: 3-31-0009-024 (CDF)**

SUMMARY OF ENGINEERING FEES

DESCRIPTION	ORIGINAL CONTRACT FEES (Geotech, Design, Bidding, Const., Testing, Closeout)	AMENDMENT No. 01 (Reduce Design, Re-Bid)	TOTAL REVISED FEES
Exhibit A			
Prelim Design	\$0	\$0	\$0
Exhibit B			
Design	\$191,014	-\$14,400	\$176,614
Exhibit C			
Bidding	\$10,998	\$14,400	\$25,398
EXHIBIT D			
D: Construction	\$203,932	\$0	\$203,932
D-1: Closeout	\$13,890	\$0	\$13,890
EXHIBIT E			
E: Geotechnical Investigation	\$24,462	\$0	\$24,462
E-1: Material Testing	\$59,881	\$0	\$59,881
GRAND TOTAL	\$504,177	\$0	\$504,177

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO OWNER:
Beatrice Area Solid Waste Agency
400 Ella Street
Beatrice, NE 68310
FROM CONTRACTOR:
Genesis Contracting Group
404 Hill Street
Lincoln NE. 68502
CONTRACT FOR: New Construction

PROJECT:
BASWA South MSW Landfill
Site Entrance Facility
VIA ENGINEER:
Burns & McDonnell
6909 South Lyncrest Place - Suite 120
Sioux Falls, SD 57108

APPLICATION NO: 11
PERIOD TO: 11/30/2025
APPLICATION DATE: 12/1/2025
PROJECT NOS: 25-002
CONTRACT DATE: January 6, 2025

Distribution to:
☐ OWNER
☐ CONSTRUCTION MANAGER
☒ ARCHITECT/ENGINEER
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

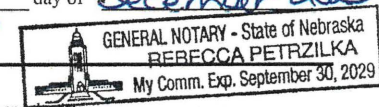
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 4,052,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 4,052,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 3,976,500.00
5. RETAINAGE:
a. 10 % of Completed Work \$ 397,650.00
(Column D + E on G703)
b. 10 % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 397,650.00
6. TOTAL EARNED LESS RETAINAGE \$ 3,578,850.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 3,349,045.80
8. CURRENT PAYMENT DUE \$ 229,804.20
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 473,150.00
(Line 3 less Line 6)

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

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

By: Cathy Z-P Date: 12/1/2025
State of: Nebraska County of: _____
Subscribed and sworn to before me this _____ day of December 2025
Notary Public: Rebecca Petrzilka
My Commission expires: 09-30-29



CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 229,804.20

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

ARCHITECT:
By: Rebecca Petrzilka Date: 12/09/2025

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

DESCRIPTION OF WORK	Current SCHEDULED VALUE	WORK COMPLETED			WIP THIS PERIOD PLUS STORED	TOTAL COMPLETED AND STORED TO DATE	RETAINAGE THIS PERIOD	NET AMOUNT DUE THIS PERIOD			
		PREVIOUS APPLICATIONS	THIS APPLICATION								
			Work In Place	STORED MATERIAL					%	BALANCE TO FINISH	RETAINAGE
General Conditions	205,000.00	171,000.00	20,000.00	0.00	20,000.00	191,000.00	2,000.00	18,000.00	93.17%	14,000.00	19,100.00
Bond and Insurance	85,000.00	85,000.00	0.00	0.00	0.00	85,000.00	0.00	0.00	100.00%	0.00	8,500.00
Site Excavation and Grading	520,000.00	494,000.00	26,000.00	0.00	26,000.00	520,000.00	2,600.00	23,400.00	100.00%	0.00	52,000.00
Site Fencing	25,000.00	15,000.00	10,000.00	0.00	10,000.00	25,000.00	1,000.00	9,000.00	100.00%	0.00	2,500.00
Landscaping/Seeding	45,000.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00	0.00	7.78%	41,500.00	350.00
Reinforcement	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00	0.00	100.00%	0.00	6,000.00
Foundation	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	0.00	0.00	100.00%	0.00	17,500.00
Slab on Grade	180,000.00	180,000.00	0.00	0.00	0.00	180,000.00	0.00	0.00	100.00%	0.00	18,000.00
Site Paving	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	0.00	0.00	100.00%	0.00	35,000.00
Miscellaneous Steel	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00	0.00	100.00%	0.00	5,000.00
Steel Erection	9,000.00	6,000.00	3,000.00	0.00	3,000.00	9,000.00	300.00	2,700.00	100.00%	0.00	900.00
Rough Carpentry	10,000.00	5,000.00	5,000.00	0.00	5,000.00	10,000.00	500.00	4,500.00	100.00%	0.00	1,000.00
Finish Carpentry	8,500.00	6,500.00	2,000.00	0.00	2,000.00	8,500.00	200.00	1,800.00	100.00%	0.00	850.00
Casework	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00	100.00%	0.00	900.00
Countertops	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	100.00%	0.00	1,500.00
Metal Stud Framing and GWB	110,000.00	85,000.00	5,000.00	0.00	5,000.00	90,000.00	500.00	4,500.00	81.82%	20,000.00	9,000.00
Frames Doors and Hardware	41,000.00	41,000.00	0.00	0.00	0.00	41,000.00	0.00	0.00	100.00%	0.00	4,100.00
Aluminum Frames and Glazing	65,000.00	15,000.00	50,000.00	0.00	50,000.00	65,000.00	5,000.00	45,000.00	100.00%	0.00	6,500.00
Overhead Door	47,000.00	47,000.00	0.00	0.00	0.00	47,000.00	0.00	0.00	100.00%	0.00	4,700.00
Acoustical Ceilings	6,500.00	6,500.00	0.00	0.00	0.00	6,500.00	0.00	0.00	100.00%	0.00	650.00
Tiling	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00	100.00%	0.00	1,000.00
Flooring	5,000.00	3,812.00	1,188.00	0.00	1,188.00	5,000.00	118.80	1,069.20	100.00%	0.00	500.00
Painting	26,000.00	22,500.00	3,500.00	0.00	3,500.00	26,000.00	350.00	3,150.00	100.00%	0.00	2,600.00
Concrete Floor Finishes	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00	100.00%	0.00	2,500.00
Specialties	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00	100.00%	0.00	800.00
Fuel Tank	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00	100.00%	0.00	2,500.00
Storm Shelter	12,000.00	0.00	12,000.00	0.00	12,000.00	12,000.00	1,200.00	10,800.00	100.00%	0.00	1,200.00
Scale	490,000.00	469,000.00	21,000.00	0.00	21,000.00	490,000.00	2,100.00	18,900.00	100.00%	0.00	49,000.00
Roof Accessories	6,000.00	0.00	6,000.00	0.00	6,000.00	6,000.00	600.00	5,400.00	100.00%	0.00	600.00
Insulated Metal Panels	300,000.00	300,000.00	0.00	0.00	0.00	300,000.00	0.00	0.00	100.00%	0.00	30,000.00
PEMB Materials	220,000.00	220,000.00	0.00	0.00	0.00	220,000.00	0.00	0.00	100.00%	0.00	22,000.00
PEMB Erection	189,000.00	178,000.00	11,000.00	0.00	11,000.00	189,000.00	1,100.00	9,900.00	100.00%	0.00	18,900.00
Site Utilities	70,000.00	70,000.00	0.00	0.00	0.00	70,000.00	0.00	0.00	100.00%	0.00	7,000.00
Plumbing	235,000.00	210,000.00	25,000.00	0.00	25,000.00	235,000.00	2,500.00	22,500.00	100.00%	0.00	23,500.00
HVAC	150,000.00	134,710.00	15,290.00	0.00	15,290.00	150,000.00	1,529.00	13,761.00	100.00%	0.00	15,000.00
Electrical	265,000.00	225,640.00	39,360.00	0.00	39,360.00	265,000.00	3,936.00	35,424.00	100.00%	0.00	26,500.00
											0.00
GRANDTOTAL::	4,052,000.00	3,721,162.00	255,338.00	0.00	255,338.00	3,976,500.00	25,533.80	229,804.20	98.14%	75,500.00	397,650.00

CHANGE ORDER NO. 01
For Contract between BASWA and Pruss

Project Name: BASWA South MSW Landfill Phase 1S
Owner: Beatrice Areaac Solid Waste Agency Owner Project No. 172420
Contractor: Pruss Excavation Co.

The below noted modification(s) to subject Contract have been directed by Owner and accepted by Contractor.

SCOPE OF WORK

This change order summarises the total change order cost adjustments for the Project and approved rain delay days. Change Order Log and Rain Day Summary is attached.

COST

As a result of the modification(s) described above:

The revised **Contract Price** is adjusted as follows:

Original Contract Price	\$ 6,220,800.00
Total net amount of all previous Change Orders (+ or -).	\$ 0
Current Contract Price prior to this Change Order.....	\$ 6,220,800.00
Total Net Increase (Decrease) for this Change Order (+ or -).	\$ (52,937.09)

Revised Contract Price, including all approved change orders \$ 6,167,862.91

SCHEDULE

As a result of the modification(s) described above:

The revised **adjusted Schedule (Time)** is adjusted as follows:

	<u>Substantial Completion</u>	<u>Ready for Final Payment</u>
Original Completion Date(s).....	<u>9/12/2025</u>	<u>9/26/2026</u>
Total net time adjustment* of all previous Change Orders(+ or -)	<u>32</u>	<u>32</u>
Total net time adjustment* of this Change Order..... (+ or -)	<u>10/28/2025</u>	<u>11/12/2025</u>

* Time adjustment is specified in: ☒ Working Days ☐ Calendar Days ☐ Other _____

Actual Completion Date(s)	<u>...10/23/2025</u>	<u>11/12/2025</u>
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ACCEPTANCE

This Change Order, when executed, constitutes a modification to the Contract and all provisions of the Contract, except as modified above and by any previous Change Orders, shall apply hereto.

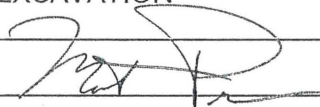
CONTRACTOR:

PRUSS EXCAVATION

By: _____

Title: _____

Date: _____



President

12-9-2025

OWNER:

BEATRICE AREA SOLID WASTE AGENCY

By: _____

Title: _____

Date: _____

Change Order Log

CCO No.	CCO Title	Description	Additional Cost / Deduct	Approval	Notes
1.1	Unsuitables	Final cost adjustment for Unsuitables; \$70,000 expected cost. Unsuitables soils were not present on-site. Expected costs adjusted for French Drain cost (CCO 1.1.a), Road Geotextile deduct (CCO 1.1.b), and Road Adjustments deduct (CCO 1.1.c).	\$ (70,000.00)	Verbally Approved	Cost deduct adjustment of Item 8: Unsuitables via Final Pay App
	a. French Drain	Cost to install additional French Drain along the eastern embankment.	\$ 29,424.91	Approved	Paid out through Item 8: Unsuitables via Pay App 07
	b. Road Geotextile	Deduction to install geogrid in lieu of geotextile fabric for the road profile.	\$ (6,270.00)	Verbally Approved	Cost deduct through Item 8: Unsuitables via Final Pay App
	c. Road Adjustments	Deduction to not installing geogrid along the portion of temporary access road near next to the C&D landfill.	\$ (812.00)	Verbally Approved	Cost deduct through Item 8: Unsuitables via Final Pay App
		CCO #1.1 Subtotal	\$ (47,657.09)		
1.2	Seeding	Deduction for not seeding & mulching the clay soil stockpile south of the C&D landfill.	\$ (5,280.00)	Verbally Approved	Cost deduct of Item 40: Seeding via Final Pay App
		CCO #1.2 Subtotal	\$ (5,280.00)		
		CCO #1 Total	\$ (52,937.09)		

November 26, 2025

BASWA Rain Days

Pedro,

Here is what we are thinking for the rain day summary. We have received 156% more rain this year than the average last 5 years.

We are in agreement with the rain fall average and extension calculation based on the additional rain from this wet season. I have added 6 days due the additional rain in September and 3 more days for an event the week of 10-6-25. This brings ours rains days up to 20 additional days. I think we can agree quickly on this since it is using your formula.

We would like to argue that your formula assumes we are at 100% the following day after the rain, and there is no addition work or re-word associated with the rain event. Your formula assumes we lost no time performing this work or rework. We came back to the site and "fought" the mud to restart work. Often, we had to scrape off or dry mud from the working area and pump water to continue progress. We even brought in a wind machine to dry soil so we could proceed.

So, in response I propose an additional third of a day extension for each rain event. This is an extension per event not per volume of rain. So, we had 26 events this season. Half a day to recover and attempt to get to full speed = $26 \times .33 = 8.5$ Days in addition to the 20 days already calculated.

I can guarantee that we spent this much time if not more, trying to restore the site and continue as if the rain event never happened.

We also would like 3 days for the additional French drain work. This would extend the contract by $20 + 8.5 + 3 = 31.5$ Days.

Sincerely,



Matt Pruss
Vice President

Date of loss - 9-23-25

Lisa & Dave Hauptman
216 Cedar St.

Wii* game Console	189.00
• Balance Board	100.00
Leather gaming Chair with speaker @ 199.00 ea	398.00
Baby Changing table	89.00
Cabinet	100.00
Oak Coffee Table	400.00
DeWalt Jobsite fan w/ 20 volt battery	180.00
Kenwood theater base Speaker	400.00
Total	1849.00

No. 008195

GP-159-3
PRINTED IN U.S.A.

Thank You

Mail Payments to:
Bill Lineweber
1502 Doyle Lane
Beatrice, NE 68310

Dave Hauptman
216 Cedar St.
Beatrice, NE 68310

November 11, 2025

Updated Job Proposal, based upon your notes, for the following trim components produced from red oak:

24 each	1912 Plinth Blocks	7.00 each	168.00
31 each	1912 IS90CB	6.00 each	186.00
6 each	1912 OS90CB	8.00 each	48.00
215'	1912 Base	4.60'	989.00
1 each	Setup Charge for Base Run		150.00
3'	2702 Column Trim	40.00'	120.00
45'	1860 Library Molding	3.00'	135.00
156'	1912 Casing	3.89'	606.84
1 each	Setup Charge for Case Run		150.00
48'	5" S4S Head Stock	4.65'	223.20
54'	37512 Bed	2.50'	135.00
54'	10617 Cap	6.00'	324.00
Total of above items			\$3235.04
Sales Tax 7.5%			246.20
Total Due			\$3477.67

We require a deposit of \$2,200 prior to the production of these custom components. Balance is due upon completion. We have to purchase lumber for this job and will need a deposit within the week to hold these prices.

Thank you,
Bill Lineweber

Bill Lineweber
1502 DOYLE LANE
BEATRICE, NEBRASKA 68310

ONE SOURCE...ENDLESS POSSIBILITIES

402-239-9032
rogene.redseven@gmail.com



Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Insured: David Hauptman
Property: 216 Cedar Street
Beatrice, NE 68310

Claim Rep.: Bobby McGuire
Company: Carlson Restoration
Business: 6440 Havelock Ave
Lincoln, NE 68508

Business: (402) 499-3710
E-mail: bobby@carlsonrestoration.com

Estimator: Bobby McGuire
Company: Carlson Restoration
Business: 6440 Havelock Ave
Lincoln, NE 68508

Business: (402) 499-3710
E-mail: bobby@carlsonrestoration.com

Claim Number:**Policy Number:****Type of Loss:**

Coverage	Deductible	Policy Limit
Dwelling	\$0.00	\$0.00
Other Structures	\$0.00	\$0.00
Contents	\$0.00	\$0.00

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 10/29/2025 12:11 PM

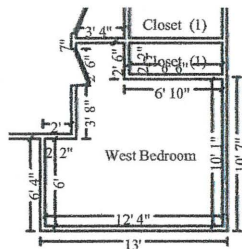
Price List: NELI8X_SEP25
Restoration/Service/Remodel
Estimate: DAVID_HAUPTMAN_MIT

Depreciate Material: Yes
Depreciate Non-material: Yes
Depreciate Removal: No
Depreciate O&P: No
Depreciate Taxes: Yes

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

CONTINUED - East Bedroom

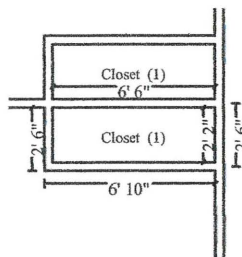
CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY					
103. DOR	AV	- Remove Interior door unit					
		1 1.00 EA		20.75+	0.00 =	0.00	20.75
Floor							
94. CLN	F-	+ Clean floor					
	F	146.96 SF		0.00+	0.52 =	5.85	82.27
95. WTR	GRMB	+ Apply plant-based anti-microbial agent to the floor					
	F	146.96 SF		0.00+	0.30 =	4.02	48.11
96. WTR	FCC	- Tear out wet non-salvageable carpet, cut & bag for disp.					
	F	146.96 SF		0.62+	0.00 =	0.55	91.67
97. WTR	PAD	- Tear out wet carpet pad and bag for disposal					
	F	146.96 SF		0.60+	0.00 =	0.55	88.73
Misc							
105. CON	ROOM	+ Contents - move out then reset					
	1	1.00 EA		0.00+	68.48 =	0.00	68.48
149. FNC	DOP+	- Remove Door opening (jamb & casing) - 32"to36"wide - stain grade					
	1	1.00 EA		6.96+	0.00 =	0.00	6.96
Totals: East Bedroom						11.94	898.38



West Bedroom

Height: 8'

398.67 SF Walls	123.85 SF Ceiling
522.51 SF Walls & Ceiling	123.85 SF Floor
13.76 SY Flooring	49.83 LF Floor Perimeter
49.83 LF Ceil. Perimeter	

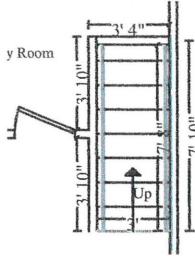


Subroom: Closet (1)

Height: 8'

138.67 SF Walls	14.08 SF Ceiling
152.75 SF Walls & Ceiling	14.08 SF Floor
1.56 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507



Subroom: Stairs (1)

Height: 13' 7"

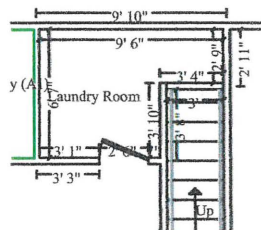
167.23 SF Walls	23.00 SF Ceiling
190.23 SF Walls & Ceiling	41.87 SF Floor
4.65 SY Flooring	18.08 LF Floor Perimeter
15.33 LF Ceil. Perimeter	

Missing Wall

3' X 13' 7 7/16"

Opens into RECREATION_R

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY					
Walls							
91. WTR	BASE	- Tear out baseboard					
	81.60	81.60 LF		0.54+	0.00 =	0.00	44.06
92. WTR	INSWLF	- Tear out and bag wet insulation, per LF - to 2' tall					
	81.60	81.60 LF		1.52+	0.00 =	0.67	124.70
152. WTR	DRYNLS	- Tear out wet drywall, no bagging, per LF - to 2' - Cat 3					
	PF	81.75 LF		4.81+	0.00 =	0.00	393.22
Floor							
86. CLN	F-	+ Clean floor					
	305.96	305.96 SF		0.00+	0.52 =	12.18	171.28
88. WTR	GRMB	+ Apply plant-based anti-microbial agent to the surface area					
	305.96	305.96 SF		0.00+	0.30 =	8.37	100.16
89. WTR	FCC	- Tear out wet non-salvageable carpet, cut & bag for disp.					
	305.96	305.96 SF		0.62+	0.00 =	1.15	190.85
90. WTR	PAD	- Tear out wet carpet pad and bag for disposal					
	305.96	305.96 SF		0.60+	0.00 =	1.15	184.73
Misc							
84. CON	ROOM>	+ Contents - move out then reset - Large room					
	1	1.00 EA		0.00+	102.72 =	0.00	102.72
Totals: Recreation Room						23.52	1,311.72



Laundry Room

Height: 8'

249.41 SF Walls	49.76 SF Ceiling
299.17 SF Walls & Ceiling	49.76 SF Floor
5.53 SY Flooring	32.17 LF Floor Perimeter
32.17 LF Ceil. Perimeter	

Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY					
Walls							
154. WTR	DRYNLS	- Tear out wet drywall, no bagging, per LF - to 2' - Cat 3					
	PF	39.27 LF		4.81+	0.00 =	0.00	188.89
135. WTR	DRYW	- Tear out wet drywall, cleanup, bag for disposal					
	39.83	39.83 SF		1.02+	0.00 =	0.42	41.05
136. HMR	TRIM	- Tear out trim and bag for disposal					
	24	24.00 LF		1.07+	0.00 =	0.29	25.97
137. DOR	AV	- Remove Interior door unit					
	1	1.00 EA		20.75+	0.00 =	0.00	20.75
138. WTR	CABVCD	+ Cabinet - vanity and countertop - Detach					
	6.70	6.70 LF		0.00+	26.74 =	13.44	192.60
139. PLM	FAUBA	R Detach & Reset Sink faucet - Bathroom					
	2	2.00 EA	142.62	0.00+	0.00 =	0.00	285.24
147. DOR	DOR-RS	+ Interior door - Detach & reset - slab only					
	1	1.00 EA		0.00+	20.56 =	0.00	20.56
145. MSD	SDOR	- Remove Shower door					
	1	1.00 EA		20.29+	0.00 =	0.00	20.29
148. FNC	DOP+	- Remove Door opening (jamb & casing) - 32"to36"wide - stain grade					
	1	1.00 EA		6.96+	0.00 =	0.00	6.96
Floor							
128. CLN	F-	+ Clean floor					
	48.04	48.04 SF		0.00+	0.52 =	1.92	26.90
129. WTR	GRMB	+ Apply plant-based anti-microbial agent to the surface area					
	48.04	48.04 SF		0.00+	0.30 =	1.32	15.73
Misc							
130. PLM	TLTRS	+ Toilet - Detach & reset					
	1	1.00 EA		0.00+	269.18 =	0.71	269.89
132. CLN	TLT	+ Clean toilet					
	1	1.00 EA		0.00+	26.26 =	1.97	28.23
142. PLM	SWR	- Remove Fiberglass shower unit					
	1	1.00 EA		82.99+	0.00 =	0.00	82.99
143. PLM	SWFAU	- Remove Shower faucet					
	1	1.00 EA		20.75+	0.00 =	0.00	20.75
144. PLM	LAB	+ Plumber - per hour					
	3	3.00 HR		0.00+	122.80 =	0.00	368.40

remove shower and cap lines

Totals: Bathroom 20.07 1,615.20

Total: Main Level 100.91 5,595.82

Labor Minimums Applied

CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	TOTAL
	CALC	QTY					

DAVID_HAUPTMAN_MIT

10/31/2025

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Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Summary for Dwelling

Line Item Total	5,868.71
Material Sales Tax	9.08
Cln Mat Sales Tax	3.62
Subtotal	5,881.41
Cleaning Total Tax	102.04
Replacement Cost Value	\$5,983.45
Net Claim	\$5,983.45

Bobby McGuire



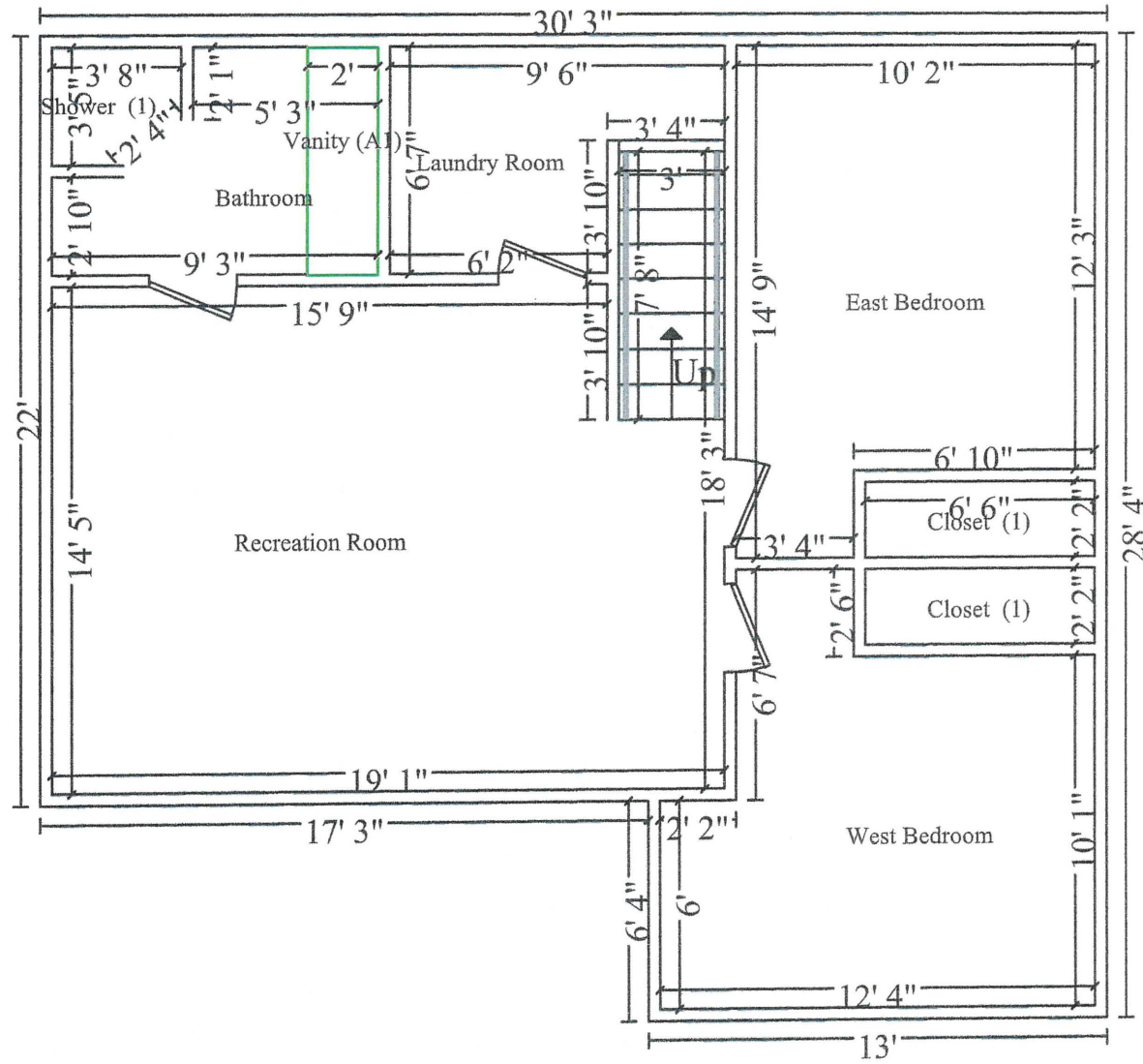
Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Recap by Room

Estimate: DAVID_HAUPTMAN_MIT

Area: Main Level	502.99	8.57%
East Bedroom	886.44	15.10%
West Bedroom	857.63	14.61%
Recreation Room	1,288.20	21.95%
Laundry Room	364.52	6.21%
Bathroom	1,595.13	27.18%
Area Subtotal: Main Level	5,494.91	93.63%
Labor Minimums Applied	373.80	6.37%
Subtotal of Areas	5,868.71	100.00%
Total	5,868.71	100.00%





Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Insured: David Hauptman
Property: 216 Cedar Street
Beatrice, NE 68310

Claim Rep.: Bobby McGuire
Company: Carlson Restoration
Business: 6440 Havelock Ave
Lincoln, NE 68508

Business: (402) 499-3710
E-mail: bobby@carlsonrestoration.com

Estimator: Bobby McGuire
Company: Carlson Restoration
Business: 6440 Havelock Ave
Lincoln, NE 68508

Business: (402) 499-3710
E-mail: bobby@carlsonrestoration.com

Claim Number: NA

Policy Number: NA

Type of Loss: Backup of Sewer or Drain

Coverage	Deductible	Policy Limit
Dwelling	\$0.00	\$0.00
Other Structures	\$0.00	\$0.00
Contents	\$0.00	\$0.00

Date Contacted: 10/27/2025 1:32 PM

Date of Loss: 10/1/2025 1:32 PM

Date Inspected: 10/28/2025 1:32 PM

Date Received: 10/27/2025 1:32 PM

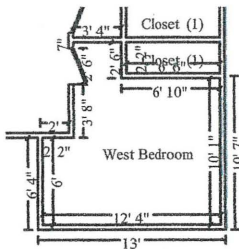
Date Entered: 10/29/2025 12:11 PM

Price List: NELI8X_SEP25
Restoration/Service/Remodel
Estimate: DAVID_HAUPTMAN

Depreciate Material: Yes
Depreciate Non-material: Yes
Depreciate Removal: No
Depreciate O&P: No
Depreciate Taxes: Yes

CONTINUED - East Bedroom

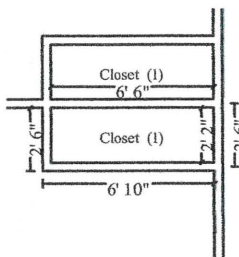
CAT	SEL	ACT DESCRIPTION	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC	QTY						
8. DOR	AV+	+ Interior door unit - High grade						
	1	1.00 EA		0.00+	346.77 =	21.90	73.74	442.41
9. PNT	DORS	+ Stain & finish door slab only (per side)						
	2	2.00 EA		0.00+	58.73 =	1.75	23.86	143.07
10. PNT	DORTS	+ Stain & finish door/window trim & jamb (per side)						
	4	4.00 EA		0.00+	41.62 =	2.49	33.80	202.77
Floor								
11. FCC	AV	+ Carpet						
	169	169.00 SF		0.00+	3.50 =	35.49	125.40	752.39
12. FCC	PAD	+ Carpet pad						
	F	146.96 SF		0.00+	0.62 =	5.84	19.38	116.34
13. FCC	TACK	+ Tackless strip - per LF						
	61.50	61.50 LF		0.00+	0.58 =	0.51	7.24	43.42
Misc								
14. CON	ROOM	+ Contents - move out then reset						
	1	1.00 EA		0.00+	68.48 =	0.00	13.70	82.18
Totals: East Bedroom						129.05	734.36	4,406.02



West Bedroom

Height: 8'

398.67 SF Walls	123.85 SF Ceiling
522.51 SF Walls & Ceiling	123.85 SF Floor
13.76 SY Flooring	49.83 LF Floor Perimeter
49.83 LF Ceil. Perimeter	

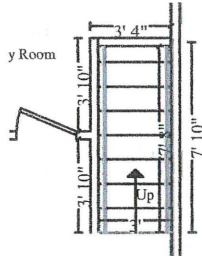


Subroom: Closet (1)

Height: 8'

138.67 SF Walls	14.08 SF Ceiling
152.75 SF Walls & Ceiling	14.08 SF Floor
1.56 SY Flooring	17.33 LF Floor Perimeter
17.33 LF Ceil. Perimeter	

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507



Subroom: Stairs (1)

Height: 13' 7"

167.23 SF Walls	23.00 SF Ceiling
190.23 SF Walls & Ceiling	41.87 SF Floor
4.65 SY Flooring	18.08 LF Floor Perimeter
15.33 LF Ceil. Perimeter	

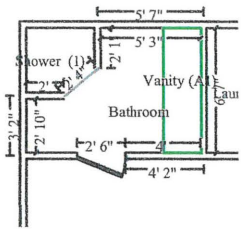
Missing Wall

3' X 13' 7 7/16"

Opens into RECREATION_R

CAT	SEL	ACT DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Walls									
28. INS	BTLF4	+ Batt insulation replacement per LF - 4" - up to 2' tall							
	81.60	81.60 LF			0.00+	2.54 =	9.61	43.38	260.25
29. DRY	LF	+ 1/2" - drywall per LF - up to 2' tall							
	81.60	81.60 LF			0.00+	12.86 =	10.83	212.04	1,272.25
30. PNT	SP	+ Seal/prime (1 coat) then paint (1 coat) the surface area							
	163.20	163.20 SF			0.00+	0.97 =	2.82	32.22	193.34
31. PNT	P	+ Paint the surface area - one coat							
	655.01	655.01 SF			0.00+	0.69 =	8.35	92.08	552.39
32. FNC	B6H+	+ Baseboard - 6" hardwood - molded w/detail							
	81.6	81.60 LF			0.00+	10.05 =	47.67	173.56	1,041.31
33. PNT	BS	+ Stain & finish baseboard							
	81.60	81.60 LF			0.00+	1.56 =	1.65	25.80	154.75
34. FNC	COLW	+ Wood column - 12" diameter							
	8	8.00 LF			0.00+	55.08 =	23.80	92.88	557.32
35. PNT	COLS	+ Stain & finish column							
	8	8.00 LF			0.00+	6.24 =	0.64	10.10	60.66
36. PNT	STSKS1	+ Finish stair skirt/apron - 1 coat urethane							
	26	26.00 LF			0.00+	5.67 =	0.82	29.64	177.88
Floor									
37. FCC	AV	+ Carpet							
	351.85	351.85 SF			0.00+	3.50 =	73.89	261.08	1,566.45
38. FCC	PAD	+ Carpet pad							
	305.96	305.96 SF			0.00+	0.62 =	12.16	40.38	242.24
39. FCC	TACK	+ Tackless strip - per LF							
	81.60	81.60 LF			0.00+	0.58 =	0.67	9.60	57.60
40. FCC	STP+	+ Step charge for "tucked" carpet installation - High grade							
	13	13.00 EA			0.00+	12.00 =	0.64	31.32	187.96
Misc									
41. CON	ROOM>	+ Contents - move out then reset - Large room							
	1	1.00 EA			0.00+	102.72 =	0.00	20.54	123.26
Totals: Recreation Room							193.55	1,074.62	6,447.66

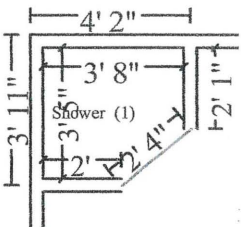
Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507



Bathroom

Height: 8'

224.40 SF Walls	47.80 SF Ceiling
272.21 SF Walls & Ceiling	47.80 SF Floor
5.31 SY Flooring	28.05 LF Floor Perimeter
28.05 LF Ceil. Perimeter	



Subroom: Shower (1)

Height: 8'

89.74 SF Walls	11.71 SF Ceiling
101.45 SF Walls & Ceiling	11.71 SF Floor
1.30 SY Flooring	11.22 LF Floor Perimeter
11.22 LF Ceil. Perimeter	

Missing Wall

2' 4" X 8'

Opens into BATHROOM

CAT	SEL	ACT DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
	CALC								
Walls									
53. INS	BTLF4	+ Batt insulation replacement per LF - 4" - up to 2' tall							
	39.83	39.83 LF			0.00+	2.54 =	4.69	21.18	127.04
54. DRY	LF	+ 1/2" - drywall per LF - up to 2' tall							
	39.83	39.83 LF			0.00+	12.86 =	5.29	103.50	621.00
55. PNT	SP	+ Seal/prime (1 coat) then paint (1 coat) the surface area							
	79.67	79.67 SF			0.00+	0.97 =	1.37	15.74	94.39
56. PNT	P	+ Paint the surface area - one coat							
	318.67	318.67 SF			0.00+	0.69 =	4.06	44.80	268.74
57. FNC	B6H+	+ Baseboard - 6" hardwood - molded w/detail							
	39.83	39.83 LF			0.00+	10.05 =	23.27	84.72	508.28
58. PNT	BS	+ Stain & finish baseboard							
	39.83	39.83 LF			0.00+	1.56 =	0.81	12.58	75.52
59. DOR	AV+	+ Interior door unit - High grade							
	1	1.00 EA			0.00+	346.77 =	21.90	73.74	442.41
60. PNT	DORS	+ Stain & finish door slab only (per side)							
	2	2.00 EA			0.00+	58.73 =	1.75	23.86	143.07
61. PNT	DORTS	+ Stain & finish door/window trim & jamb (per side)							
	4	4.00 EA			0.00+	41.62 =	2.49	33.80	202.77
62. CAB	VAN++	+ Vanity - Premium grade							
	6.7	6.70 LF			0.00+	486.09 =	225.66	696.50	4,178.96
63. PLM	SWFAU	+ Shower faucet							
	1	1.00 EA			0.00+	243.90 =	9.75	50.74	304.39
64. PLM	SWR	+ Fiberglass shower unit							
	1	1.00 EA			0.00+	1,107.66 =	53.95	232.34	1,393.95

DAVID_HAUPTMAN

10/31/2025

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Carlson Restoration

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Grand Total Areas:

2,314.77 SF Walls	679.51 SF Ceiling	2,994.29 SF Walls and Ceiling
698.38 SF Floor	77.60 SY Flooring	287.51 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	284.77 LF Ceil. Perimeter
698.38 Floor Area	747.83 Total Area	2,004.81 Interior Wall Area
1,054.50 Exterior Wall Area	117.17 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (7.5%)	Cln Mat Sales Tax (7.5%)	Cleaning Total Tax (7.5%)	Storage Rental Tax (7.5%)	Total Tax (7.5%)
Line Items							
	2,561.27	2,561.27	938.43	0.00	0.00	0.00	0.00
Total	2,561.27	2,561.27	938.43	0.00	0.00	0.00	0.00

Carlson Restoration
6440 Havelock Ave.
Lincoln, NE 68507

Recap by Category

O&P Items	Total	%
APPLIANCES	86.27	0.28%
CABINETRY	3,256.80	10.60%
CONTENT MANIPULATION	239.68	0.78%
DOORS	1,387.08	4.51%
DRYWALL	3,557.08	11.57%
ELECTRICAL	230.00	0.75%
FLOOR COVERING - CARPET	3,019.16	9.82%
FLOOR COVERING - VINYL	217.35	0.71%
FINISH CARPENTRY / TRIMWORK	5,897.17	19.19%
HEAT, VENT & AIR CONDITIONING	551.34	1.79%
INSULATION	702.56	2.29%
PLUMBING	1,826.22	5.94%
PAINTING	3,702.54	12.05%
O&P Items Subtotal	24,673.25	80.28%
Material Sales Tax	938.43	3.05%
Overhead	2,561.27	8.33%
Profit	2,561.27	8.33%
Total	30,734.22	100.00%

RESOLUTION NUMBER ____

WHEREAS, the Beatrice City Code requires any person desiring to dispense, consume, or use alcoholic liquors at the West Scott Street Ballfields to first obtain permission from the Mayor and City Council; and

WHEREAS, Joseph Billesbach has requested permission from the Mayor and City Council to serve alcoholic beverages at the West Scott Street Ballfields on Saturday, June 20, 2026 from 4:00 a.m. to 6:00 p.m., as part of the Solstice Gravel Grinder; and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Joseph Billesbach, and his designees, permission to serve alcoholic beverages upon the City Property located at the West Scott Street Ballfields on Saturday, June 20, 2026 from 4:00 a.m. to 6:00 p.m., as part of the Solstice Gravel Grinder.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to Joseph Billesbach, and his designees, permission to serve alcoholic beverages upon the City Property located at the West Scott Street Ballfields on Saturday, June 20, 2026 from 4:00 a.m. to 6:00 p.m., as part of the Solstice Gravel Grinder.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Fwd: 2026 Solstice Gravel Grinder Event

Tobias Tempelmeyer <ttempelmeyer@beatrice.ne.gov>
To: Erin Saathoff <esaathoff@beatrice.ne.gov>

Thu, Dec 11, 2025 at 2:25 PM

For CC 12/15.

Tobias J. Tempelmeyer
City Administrator / General Manager
City of Beatrice / Beatrice Board of Public Works
400 Ella Street
Beatrice, NE 68310
Office - (402) 228-5200
Fax - (402) 228-2312
www.beatrice.ne.gov



----- Forwarded message -----

From: **Joe Billesbach** <solsticegravel@gmail.com>
Date: Thu, Dec 11, 2025 at 12:57 PM
Subject: 2026 Solstice Gravel Grinder Event
To: Tobias Tempelmeyer <ttempelmeyer@beatrice.ne.gov>

Good Day Tobias,

I wanted to ask if we could get permission to use the West Scott Ballfields again next summer for use of the Solstice Gravel Grinder? The event is Saturday June 20th, 2026 and we will be at the park area from about 4:00am till 6:00pm that day. I will again apply and pay to get Center Street closed for that day, and rent barricades.

For 2026 we would again like to be able to have beer and food in a designated area near the start/finish line, so that riders can watch their friends finish while eating. Colleen Schoneweis with Vintage Venue will be handling all of that with her catering license. Please let me know if you have any questions or concerns about this. I understand that we will probably need to have a fenced off area to make this safe for everyone. You gave us permission to do it this way the past few years, and we didn't have any problems.

I will also contact Jay Murphy with the Beatrice Police Department to see if we can possibly get traffic control that morning. We have 3 different distances riding that morning and they leave at staggered times. The Hundy riders take off at 6:00am, the Fiddy riders at 6:15am, and the Kindler (50k) leaves at 6:30am.

Again for 2026, I would like to get permission to have the two longer distances (Fiddy & Hundy) turn left onto West Court and continue west until they turn off right onto Reed street, their first gravel road. They will continue north and west towards Plymouth. The shortest distance (Kindler) will also be starting on Center street, turning right and be riding across the West Court bridge heading east. They will turn north onto 2nd St, past the museum and continue northwest on Railroad St, and then turn north onto SW 45th Rd. They will be heading north on gravel roads towards Pickrell and then use about a couple miles of the city's Homestead Trail south of Pickrell. All 3 distances will continue on county roads southeast of town until they return on W. Belvedere and Center streets. Let me know your thoughts on this. I would be happy to stop down and chat with you about this if needed. Or, if you would like, I can send you the route maps when they are complete.

Thank you, Tobias!

Joe Billesbach



AGENDA ITEM

Subject: Resolution executing a Letter Agreement with Olsson, for reservoir inspections, as recommended by the Board of Public Works

For Agenda of: December 15, 2025

Exhibit(s): Resolution & Agreement

Date Submitted: December 10, 2025

Recommend a resolution entering into a Letter Agreement for Professional Services with Olsson, Inc., to conduct an inspection of two (2) underground potable water reservoirs owned by the City, to the Mayor and City Council

Rob Mierau, Water Superintendent, reported to the Board every five (5) years, the City drains and inspects the reservoirs. Mierau noted upon review of the last two (2) reports, there were a couple minor items noted to keep an eye on. This Agreement will retain Olsson, Inc., to have a structural engineer onsite, who conducted the last two (2) inspections. Boardmember Moran inquired about the cost of the inspection and Mierau noted the total cost is \$15,000 for both reservoirs. Mierau noted he did reach out to another engineer and their estimate was \$15,000 as well.

Moved by Leech, seconded by Hartley, that the Mayor and City Council enter into a Letter Agreement for Professional Services with Olsson, Inc., to conduct an inspection of two (2) underground potable water reservoirs owned by the City.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., to conduct an inspection of two (2) underground potable water reservoirs owned by 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 Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., to conduct an inspection of two (2) underground potable water reservoirs owned by the City of Beatrice. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 8, 2025

Beatrice Board of Public Works
Attn: Mr. Rob Mierau
400 Ella Street
Beatrice, Nebraska

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Beatrice Reservoir Inspection (the "Project")
Beatrice, Nebraska

Dear Mr. Mierau

It is our understanding that the Beatrice Board of Public Works ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, Olsson's General Provisions and any exhibits attached hereto (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed the General Provisions and any exhibits attached hereto, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the inspection of two (2) underground potable water reservoirs for the City of Beatrice, Nebraska. The Client will provide for safe access to the reservoirs and will provide ladders and lights as necessary, to complete the inspection. Confined space entry equipment and expenses are discussed later in this scope.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

Phase 100 Inspection/Report for 168' x 168' Reservoir

- Confined Space Entry Plan – Olsson shall aide the City with creating a confined space entry plan for use during this inspection. It is assumed this structure will qualify to be classified as a Non-Permit Confined Space. This plan will be specific to this project and not intended to serve as an ongoing entry plan document for the City. Any costs associated with confined space safety equipment (air monitors, self rescue tri-pods, harnesses, and lifelines) not available from the City will be rented and treated as a reimbursable expense. These expenses have been estimated in this proposal and will be discussed with the City and approved prior to incurring any costs. Additional cost would be incurred and treated as a reimbursable expense if Confined Space is unable to be declassified to Non-Permit entry. A permit entry confined space may require additional resources for safe entry (dedicated attendant, technical rescue team, higher skilled entrant).
- Inspection - A general visual inspection of the reservoir will be completed. At discrete locations selected by the Engineer, the use of hammers and other non-destructive means to assess the soundness of the concrete will supplement the visual inspection.
- Condition Report – A condition report will be generated for the reservoir. The report will contain text describing the overall condition of the reservoir. Any specific cosmetic deficiencies observed will be noted in the report, along with recommendations on how to repair these cosmetic deficiencies. Cosmetic deficiencies are considered to include minor concrete patching of localized spalling, joint replacement or repair, or other minor structural rehabilitation and maintenance not requiring structural design calculations.
- Excluded Items – Any deficiencies observed that are of a structural nature, rather than cosmetic, will be considered to be outside the scope of these basic services. Any further testing required to assess these structural deficiencies and costs incurred in providing design calculations and repair recommendations will be invoiced in accordance with the terms of this Agreement.

Phase 200 Inspection/Report for 141' x 295' Reservoir

- Confined Space Entry Plan – Olsson shall aide the City with creating a confined space entry plan for use during this inspection. It is assumed this structure will qualify to be classified as a Non-Permit Confined Space. This plan will be specific to this project and not intended to serve as an ongoing entry plan document for the City. Any costs associated with confined space safety equipment (air monitors, self rescue tri-pods, harnesses, and lifelines) not available from the City will be rented and treated as a reimbursable expense. These expenses have been estimated in this proposal and will be discussed with the City and approved prior to incurring any costs. Additional cost would be incurred and treated as a reimbursable expense if Confined Space is unable to be declassified to Non-Permit entry. A permit entry confined space may require additional resources for safe entry (dedicated attendant, technical rescue team, higher skilled entrant).
- Inspection. A general visual inspection of the reservoir will be completed. At discrete locations selected by the Engineer, the use of hammers and other non-destructive means to assess the soundness of the concrete will supplement the visual inspection.
- Condition Report – A condition report will be generated for the reservoir. The report will contain text describing the overall condition of the reservoir. Any specific cosmetic deficiencies observed will be noted in the report, along with recommendations on how to repair these cosmetic deficiencies. Cosmetic deficiencies are considered to include minor

concrete patching of localized spalling, joint replacement or repair, or other minor structural rehabilitation and maintenance not requiring structural design calculations.

- Excluded Items – Any deficiencies observed that are of a structural nature, rather than cosmetic, will be considered to be outside the scope of these basic services. Any further testing required to assess these structural deficiencies and costs incurred in providing design calculations and repair recommendations will be invoiced in accordance with the terms of this Agreement.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: January 1, 2026

Anticipated Completion Date: February 20, 2026

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis for the estimated fees:

Phase 100 Services – \$6,250

Phase 200 Services – \$8,500

Olsson's reimbursable expenses for this Project are included in the fee estimate. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

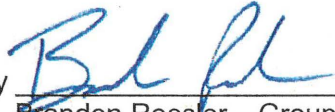
We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Steve Kelley.

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

OLSSON, INC.

By 
Ben Day – Senior Project Manager

By 
Brandon Roesler – Group Leader

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

BEATRICE BOARD OF PUBLIC WORKS

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments
General Provisions

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 8, 2025 between The City of Beatrice ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska ("City") was awarded a grant (Grant No.: 3-31-0009-024 (CDF)) to implement a project to construct a new T-Hangar, upgrade Taxilanes, and reconstruct a hangar approach at the Beatrice Municipal Airport (the "Project"); and

WHEREAS, on or about September 16, 2024, the City retained Alfred Benesch & Company ("Benesch") for consulting services for the Project, including overseeing the bidding for the Project; and

WHEREAS, on November 20, 2025, four (4) bids were received for the Project; and

WHEREAS, AHRS Construction, Inc. ("AHRS"), submitted the lowest bid for the Project; and

WHEREAS, Benesch recommends awarding the bid received from AHRS for construction services for the Project; and

WHEREAS, the Mayor and City Council desire to enter into an Agreement retaining AHRS for construction services for the Project, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant.

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 and directed to execute an Agreement with AHRS Construction, Inc., and any and all other documents necessary to retain AHRS Construction, Inc. for construction services for the Project, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant. A copy of the proposed Agreement, marked as Exhibit "A", is attached hereto and incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



Exhib. 7 "A"

Alfred Benesch & Company
200 S 21st St, Suite 300
Lincoln, NE 68510
www.benesch.com
P 402-479-2200

December 2, 2025

City of Beatrice
Beatrice Municipal Airport
Attn: Mr. Tobias Tempelmeyer, City Administrator/General Manager
Mr. Dennis Schmitt, Airport Manager
3301 North 6th Street,
Beatrice, NE 68310

REFERENCE: Beatrice Municipal Airport (BIE), Beatrice, NE
Construct T-Hangar/Taxilanes
(GRANT NO.: 3-31-0009-024/025)
Letter of Recommendation for Award of Bid

Dear Mr. Tempelmeyer / Mr. Schmitt:

On Thursday, November 20, 2025, bids for the above referenced project were received, opened, and read aloud. Four (4) bids were received for the work. The bids have been checked, and the bid tabulation is attached.

The bid consisted of Bid Section 1 (Items 1-1 thru 1-12), Bid Section 2 (Items 2-1 thru 2-12), Bid Section 3 (Items 3-1 thru 3-7), Bid Section 4 (Items 4-1 thru 4-6), Bid Section 5 (Items 5-1 thru 5-5), and Bid Section 6 (Items 6-1 thru 6-3). Summarized directly below are the contractor's total bid amounts.

Bidder

AHRS Construction, Inc. (herein after called AHRS)
533 Railroad Street, Bern, KS 66408

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$299,250.00
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Construction (Items 2-1 - 2-12):	\$1,661,272.00
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$67,999.00
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$157,260.00
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$49,768.00
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$25,303.00
Total Section 1 + Section 2 + Section 3 + Section 4:	\$2,185,781.00
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:	\$2,235,549.00
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:	\$2,260,852.00

Lottman Carpenter Construction (herein after called Lottman)
311 Commercial St., Diller, NE 68342

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$285,970.0
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Construction (Items 2-1 - 2-12):	\$1,847,246.44
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$85,271.42
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$192,178.98
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$61,707.10
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$22,528.25
Total Section 1 + Section 2 + Section 3 + Section 4:	\$2,410,666.84
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:	\$2,472,373.94
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:	\$2,494,902.19

CL Construction, LLC. (herein after called CL)
2700 Fletcher Ave., Lincoln, NE 68504

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$669,200.00
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Construction (Items 2-1 - 2-12):	\$2,108,335.25
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$88,530.75
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$197,672.00
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$61,788.50
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$31,241.00
Total Section 1 + Section 2 + Section 3 + Section 4:	\$3,063,738.00
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:	\$3,125,526.50
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:	\$3,156,767.50

Constructors, Inc. (herein after called Constructors)
1815 Y Street, Lincoln, NE 68501

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$598,134.40
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Construction (Items 2-1 - 2-12):	\$2,420,029.25
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$103,240.95
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$236,892.30
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$68,928.60
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$35,722.80
Total Section 1 + Section 2 + Section 3 + Section 4:	\$3,358,296.90
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:	\$3,427,225.50
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:	\$3,462,948.30

For comparative purposes, the **Engineers Estimate** was:

Bid Section 1 – General Items (Items 1-1 - 1-12):	\$420,350.00
Bid Section 2 – 10-Unit T-Hangar, Approaches, And Taxilanes Construction (Items 2-1 - 2-12):	\$2,174,376.00
Bid Section 3 – Taxilane Reconstruction (Items 3-1 - 3-7):	\$102,432.00
Bid Section 4 – Hangar Approaches Reconstruction (Items 4-1 - 4-6):	\$230,485.50
Bid Section 5 – Taxilanes Rehabilitation (Items 5-1 - 5-5):	\$71,194.00
Bid Section 6 – Hangar Approaches Rehabilitation (Items 6-1 - 6-3):	\$33,775.00
Total Section 1 + Section 2 + Section 3 + Section 4:	\$2,927,643.50
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5:	\$2,998,837.50
Total Section 1 + Section 2 + Section 3 + Section 4 + Section 5 + Section 6:	\$3,032,612.50

The detailed Engineer's Estimate is also included in the bid tabulation attached.
The following paragraphs discuss in detail how the bidders filled out the various required pages of the proposal form:

Page P-2 thru P-3 (Unit Prices/Extensions/Total Base Bid Amounts)

AHRS's proposal did not have any errors in their extension prices or totals. **AHRS's** overall bid total was below the Engineer's Estimate by \$771,760.50.

Lottman's proposal had extension price errors on Item 3-1 – Aggregate Base Course (6 Inches) (+\$496.60), Item 4-4 – Borrow Embankment (In Place) (+\$495.00), and Item 4-5 – Concrete Pavement (6 Inches) (+\$156.50). **Lottman** also did not provide a unit price for Item 1-1 – Airport Safety Measures, Item 1-2 – Construction Staking, Item 1-3 – Contractor Quality Control Program (CQCP), Item 1-8 – Site Preparation & Mobilization (N.T.E. 10%), Item 1-9 – Concrete Mix Design, Item 2-2 – 10-Place Nested T-Hangar (231' Long x 51' Wide, With 41'-6" x 12' Clear Opening Bi-Fold Doors, and Item 2-11 – 18 Inch RC Collar leading to the use of the extension prices provided. The extension errors led to a Bid Section 3 summation error (+\$496.60) and Bid Section 4 summation error (+\$156.50). **Lottman's** overall bid total was below the Engineer's Estimate by \$537,710.31.

CL's proposal did not have any errors in their extension prices or totals. **CL's** overall bid total was above the Engineer's Estimate by \$124,155.00.

Constructors' proposal had an extension price error on Item 1-12 – Mulching (-\$0.06). **Constructors' overall bid total** was above the Engineer's Estimate by \$430,335.80.

Page P-5 (Addendum Acknowledgement)

There were two (2) addendums issued during the bidding phase of this project. **AHRS, Lottman, CL, and Constructors** provided an Addendum Acknowledgement for both the addendums issued.

Page P-7 (Additional Insurance Charge)

Bidders are required to note if there is an additional insurance charge for naming the City of Beatrice and the Engineer (Benesch) as additional insured on the contractor insurance policy for the project. **AHRS** indicated a \$1,000.00 additional insurance charge, **CL** indicated a \$250 additional insurance charge, and both **Lottman** and **Constructors** did not indicate that any additional insurance charge would apply to this project.

The \$1,000 additional insurance charge provided by **AHRS** will be incorporated into the Contract with a *Non-Eligible* (City Funded) bid item at the time of Contract execution.

Pages P-9 thru P-11 (DBE Utilization Statement & DBE Letter of Intent)

Although the project had a DBE contract goal of 0.00%, **AHRS** provided DBE utilization amount of \$28,515.00 and a contract percentage of 1.26%.

Lottman, CL, and Constructors provided DBE utilization amount of \$0 and a contract percentage of 0.0%.

It should be noted at the time of this Letter of Recommendation that the Department of Transportation has issued a Interim Final Rule where DBE contract goals are not required as part of FY'26 federally funded projects and that each State is required to go through a re-certification process for DBE firms. At this time, Nebraska Department of Transportation does not have any state re-certified DBE firms.

Page P-13 (Bidder's List Collection Form)

AHRS, CL, and Constructors completed the Bidder's List Collection Form in their completed bid packets. **Lottman** left the entire table blank. Airport sponsors are required to collect the information from all bidders at the time of bid submittal and enter it into USDOT's designated system. The data must be collected for all prime contractors and subcontractors, successful or not. If the form is not completed, the bidder may provide screenshots or some other way to collect all required data. **Lottman** was contacted to submit outstanding information from the bid proposal form. **Lottman** provide a completed bidder's list collection form.

Pages P-15 thru P-29 (Buy American)

As required by the contract documents, **AHRS, Lottman, CL, and Constructors** submitted a "Certification of Compliance with FAA Buy American Preference – Construction Projects" and "Certification of Compliance With FAA Buy American Preference – Equipment/Building Projects" forms. **AHRS, Lottman and CL** signed the form but **Constructors** failed to sign the FAA Construction Projects and Equipment/Building Projects Buy American Preference certifications. **AHRS** and **CL** checked the box certifying that they will comply with the BABA and other related U.S. statutes, guidance, and policies of the FAA for both the "Construction Projects" and "Equipment/Building Projects" forms. **Lottman** and **Constructors** didn't check any boxes.

Page P-31 (Certificate of Bidder Regarding Tax Delinquency And Felony Convictions)

AHRS, Lottman, CL, and Constructors successfully filled out and signed the Tax Delinquency and Felony Convictions certification form. **AHRS, CL, and Constructors** stated that their firm does not have any Tax Delinquency or Felony Convictions. **Lottman** did not check any box for Felony Convictions or Tax Delinquency but signed the form.

Pages P-33 thru P-35 (Bidder Signature Pages)

AHRS, CL, and Constructors submitted a properly signed proposal. **AHRS, CL, and Constructors** signed under the "Corporation" section of the signature pages. **Lottman** signed under the "Individual" section of the signature pages but the company should have signed as a corporation.

Miscellaneous Other Requirements

Mobilization Limit

As required by the contract documents under specification Item C-105 "Mobilization", mobilization costs are limited to 10% of the bid cost. **AHRS, Lottman, CL, and Constructors** were all below the 10% mobilization threshold of their bid costs.

Bid Guarantee

The contract documents require that *"Each separate proposal shall be accompanied by a bid guaranty (per 49 CFR Part 18.36(h)(1)) in the amount of not less than five (5) percent of the total amount of the bid. The bid guaranty may be by certified check on a solvent bank, cashier's check or bid bond made payable to the City of Beatrice."*

AHRS, Lottman, CL, and Constructors all successfully submitted a 5% bid guaranty to the City of Beatrice, Beatrice, Nebraska with their bid proposal.

Pre-Qualification

The contract documents did not have a Nebraska Department of Transportation (NDOT) pre-qualification requirement, but did require that the contractors submitting bids must be qualified to do the work. Benesch has not worked with **AHRS** on past airport projects. Benesch has worked with **Lottman, CL, and Constructors** on past projects and it's in Benesch's opinion that all are qualified to complete the work. Benesch reached out to several references on past projects completed by **AHRS** and all references indicated that **AHRS** has completed quality work within project time allowance.

Federal Debarment List (2 CFR Part 180 (Subpart B))

The contract documents require that *"By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction."* Benesch completed a search on the System of Award Management (SAM) debarred website (<http://www.sam.gov>) and **AHRS** was confirmed to be in good working status and has not been debarred or suspended by any federal department or agency.

Benesch Recommendation

As applicable, the City of Beatrice should be aware that according to the contract documents, the *“right is reserved, by the Owner, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.”*

In review of the submitted proposals, **Benesch recommends that the City of Beatrice considers AHRS's bid proposal** for the Construct T-Hangar/Taxilanes project. **AHRS** was the lowest responsive and responsible bidder for the combined total of Bid Sections 1, 2, 3, 4, 5, and 6. **AHRS** has provided all necessary documentation required in the bid proposal packet. **AHRS** has also committed to exceeding the DBE goal of 0.00%. Finally, **AHRS's** total price is approximately 25.4% less than the Engineer's estimate.

Summary of Attachments (per current FAA requirements/request):

- Bid Tabulation Sheet with Engineer's Estimate (1 Page)
- **AHRS Construction, Inc.**'s complete bid proposal information (Includes Bid Bond) (44 Pages)
- Final Plan Holders List (1 Page)

If you have any questions or comments, please contact us at your convenience.

Sincerely,
Alfred Benesch & Company



Prepared By: Michael Lau, P.E.



Approved By: Alex Bernhardson, P.E.

Cc w/Attachments: Steve Whitton (FAA)
 Anna Lannin (NDOT-Aeronautics)
 Andy Beil, Molly McGuire (Benesch)

**BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE**

**Construct T-Hangar/Taxilanes
(GRANT NO.: 3-31-0009-024/025)**

BID TABULATION

BID TABULATION
Beatrice Municipal Airport (BIE)
Beatrice, Nebraska
Grant No. 3-31-0009-024/025
Construct T-Hangar/Taxilanes
Bid Opening November 20, 2025

Bid Security (5% Min.)

DBE % (Goal 0.00%)

Acknowledged Addenda (2 Issued)

			Engineer's Estimate				AHR Construction, Inc. 533 Railroad Street Barn, KS 66408				Lottman Carpenter Construction 311 Commercial St. Diller, NE 68342				CL Construction, LLC. 2700 Fletcher Ave. Lincoln, NE 68504				Constructors Inc. 1815 Y Street Lincoln, NE, 68508			
							Yes				1.26%				Yes				0.00%			
							Yes				Yes				Yes				Yes			
Item No.	FAA Spec	Description	Approx. Quant.	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount						
BID SECTION 1 - GENERAL ITEMS																						
1-1	B-101-5.1	Airport Safety Measures	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 45,000.00	\$ 45,000.00	\$ 24,930.00	\$ 24,930.00	\$ 75,000.00	\$ 75,000.00	\$ 145,000.00	\$ 145,000.00								
1-2	B-102-4.1	Construction Staking	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 24,000.00	\$ 24,000.00	\$ 17,350.00	\$ 17,350.00	\$ 58,000.00	\$ 58,000.00	\$ 20,000.00	\$ 20,000.00								
1-3	C-100-14.1	Contractor Quality Control Program (CQCP)	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 60,000.00	\$ 6,300.00	\$ 6,300.00	\$ 125,000.00	\$ 125,000.00	\$ 71,686.00	\$ 71,686.00								
1-4	C-102-5.1a	Temporary Seeding	2.1	AC.	\$ 1,000.00	\$ 2,100.00	\$ 1,250.00	\$ 2,625.00	\$ 1,200.00	\$ 2,520.00	\$ 2,000.00	\$ 4,200.00	\$ 1,487.00	\$ 3,122.70								
1-5	C-102-5.1b	Installation, Maintenance, & Removal Of Straw Wattles	540	L.F.	\$ 10.00	\$ 5,400.00	\$ 8.00	\$ 4,320.00	\$ 7.50	\$ 4,050.00	\$ 12.00	\$ 6,480.00	\$ 9.30	\$ 5,022.00								
1-6	C-102-5.1c	Installation, Maintenance, & Removal Of Silt Fence	580	L.F.	\$ 10.00	\$ 5,800.00	\$ 8.00	\$ 4,640.00	\$ 7.00	\$ 4,060.00	\$ 7.00	\$ 4,060.00	\$ 6.70	\$ 3,943.00								
1-7	C-102-5.1d	Installation, Maintenance, & Removal Of Inlet Protection	7	EA.	\$ 800.00	\$ 5,600.00	\$ 285.00	\$ 1,995.00	\$ 300.00	\$ 2,100.00	\$ 200.00	\$ 1,400.00	\$ 340.00	\$ 2,380.00								
1-8	C-105-6.1	Site Preparation & Mobilization (N.T.E. 10%)	1	L.S.	\$ 150,000.00	\$ 150,000.00	\$ 86,000.00	\$ 86,000.00	\$ 145,000.00	\$ 145,000.00	\$ 300,000.00	\$ 300,000.00	\$ 262,000.00	\$ 262,000.00								
1-9	P-501-8.4	Concrete Mix Design	1	L.S.	\$ 60,000.00	\$ 60,000.00	\$ 26,000.00	\$ 26,000.00	\$ 25,900.00	\$ 25,900.00	\$ 50,000.00	\$ 50,000.00	\$ 30,622.00	\$ 30,622.00								
1-10	T-901-5.1	Seeding	2.1	AC.	\$ 3,500.00	\$ 7,350.00	\$ 2,700.00	\$ 5,670.00	\$ 2,600.00	\$ 5,460.00	\$ 3,600.00	\$ 7,560.00	\$ 3,221.00	\$ 6,764.10								
1-11	T-905-5.1	Topsoil (Furnished From Off Site, 4 Inches)	1,080	C.Y.	\$ 45.00	\$ 48,600.00	\$ 26.00	\$ 28,080.00	\$ 35.00	\$ 37,800.00	\$ 25.00	\$ 27,000.00	\$ 31.00	\$ 33,480.00								
1-12	T-908-5.1	Mulching	2.1	AC.	\$ 5,000.00	\$ 10,500.00	\$ 5,200.00	\$ 10,920.00	\$ 5,000.00	\$ 10,500.00	\$ 5,000.00	\$ 10,500.00	\$ 6,196.00	\$ 13,011.60								
TOTAL BID SECTION 1 - GENERAL ITEMS (ITEMS 1-1 THRU 1-12):						\$ 420,350.00		\$ 299,250.00		\$ 285,970.00		\$ 669,206.00		\$ 598,134.40								
BID SECTION 2 - 16-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION																						
2-1	B-103-4.1	Aggregate Base Course (6 Inches)	4,289	S.Y.	\$ 30.00	\$ 128,700.00	\$ 13.50	\$ 57,915.00	\$ 24.83	\$ 106,520.70	\$ 15.00	\$ 64,350.00	\$ 31.50	\$ 135,135.00								
2-2	B-104-2.1	10-Place Nested T-Hangar (23'1" Long x 5'1" Wide, With 4'1-6" x 12' Clear Opening Bi-Fold Doors)	1	L.S.	\$ 1,200,000.00	\$ 1,200,000.00	\$ 1,090,000.00	\$ 1,090,000.00	\$ 1,157,255.00	\$ 1,157,255.00	\$ 1,450,000.00	\$ 1,450,000.00	\$ 1,585,000.00	\$ 1,585,000.00								
2-3	P-152-4.1	Unclassified Excavation	12,391	C.Y.	\$ 20.00	\$ 247,820.00	\$ 9.00	\$ 111,519.00	\$ 11.50	\$ 142,486.50	\$ 8.75	\$ 108,421.25	\$ 10.85	\$ 134,442.35								
2-4	P-152-4.2	Borrow Embankment (In Place)	1,866	C.Y.	\$ 32.50	\$ 60,645.00	\$ 23.00	\$ 42,918.00	\$ 26.00	\$ 48,516.00	\$ 22.00	\$ 41,052.00	\$ 27.25	\$ 50,848.50								
2-5	P-501-8.1	Concrete Pavement (4 Inches)	68	S.Y.	\$ 70.00	\$ 4,760.00	\$ 70.00	\$ 4,760.00	\$ 68.87	\$ 4,683.16	\$ 60.00	\$ 4,080.00	\$ 100.00	\$ 6,800.00								
2-6	P-501-8.2	Concrete Pavement (6 Inches)	3,503	S.Y.	\$ 85.00	\$ 297,755.00	\$ 70.00	\$ 245,210.00	\$ 78.25	\$ 274,109.75	\$ 92.00	\$ 322,276.00	\$ 96.00	\$ 336,288.00								
2-7	P-501-8.3	Concrete Pavement (8 Inches)	258	S.Y.	\$ 90.00	\$ 23,220.00	\$ 85.00	\$ 21,930.00	\$ 109.86	\$ 28,343.88	\$ 100.00	\$ 25,800.00	\$ 119.00	\$ 30,702.00								
2-8	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	511	S.F.	\$ 8.00	\$ 4,088.00	\$ 4.00	\$ 2,044.00	\$ 15.75	\$ 8,048.25	\$ 4.00	\$ 2,044.00	\$ 4.80	\$ 2,452.80								
2-9	P-620-5.2	Pavement Marking (Black), Without Reflective Media	752	S.F.	\$ 4.00	\$ 3,008.00	\$ 3.00	\$ 2,256.00	\$ 8.45	\$ 6,354.40	\$ 2.25	\$ 1,692.00	\$ 2.80	\$ 2,105.60								
2-10	D-701-5.1	18 inch RCP, Class V	772	L.F.	\$ 165.00	\$ 127,380.00	\$ 70.00	\$ 54,000.00	\$ 80.40	\$ 62,604.00	\$ 85.00	\$ 66,525.00	\$ 86.50	\$ 67,377.50								
2-11	D-701-5.2	18 inch RC Collar	1	EA.	\$ 2,000.00	\$ 2,000.00	\$ 1,100.00	\$ 1,100.00	\$ 3,000.00	\$ 3,000.00	\$ 500.00	\$ 500.00	\$ 1,302.00	\$ 1,302.00								
2-12	D-751-5.1	Inlet	5	EA.	\$ 15,000.00	\$ 75,000.00	\$ 5,000.00	\$ 25,000.00	\$ 5,800.00	\$ 29,000.00	\$ 4,500.00	\$ 22,500.00	\$ 13,635.00	\$ 68,175.00								
TOTAL BID SECTION 2 - 16-UNIT T-HANGAR, APPROACHES, AND TAXILANES CONSTRUCTION (ITEMS 2-1 THRU 2-12):						\$ 2,174,376.00		\$ 1,661,272.00		\$ 1,847,246.44		\$ 2,108,335.25		\$ 2,420,029.25								
BID SECTION 3 - TAXILANE RECONSTRUCTION																						
3-1	B-103-4.1	Aggregate Base Course (6 Inches)	684	S.Y.	\$ 30.00	\$ 20,520.00	\$ 13.50	\$ 9,234.00	\$ 24.83	\$ 16,983.72	\$ 13.00	\$ 8,892.00	\$ 32.40	\$ 22,161.60								
3-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	524	S.Y.	\$ 20.00	\$ 10,480.00	\$ 5.00	\$ 2,620.00	\$ 7.50	\$ 3,930.00	\$ 4.25	\$ 2,227.00	\$ 9.50	\$ 4,976.00								
3-3	P-152-4.1	Unclassified Excavation	377	C.Y.	\$ 20.00	\$ 7,540.00	\$ 9.00	\$ 3,393.00	\$ 11.50	\$ 4,335.50	\$ 8.75	\$ 3,298.75	\$ 10.85	\$ 4,090.45								
3-4	P-152-4.2	Borrow Embankment (In Place)	222	C.Y.	\$ 32.50	\$ 7,215.00	\$ 23.00	\$ 5,106.00	\$ 26.00	\$ 5,772.00	\$ 22.00	\$ 4,884.00	\$ 28.75	\$ 6,393.50								
3-5	P-501-8.2	Concrete Pavement (6 Inches)	645	S.Y.	\$ 85.00	\$ 54,825.00	\$ 71.00	\$ 45,795.00	\$ 78.25	\$ 50,471.25	\$ 105.00	\$ 67,725.00	\$ 99.55	\$ 64,209.75								
3-6	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	116	S.F.	\$ 8.00	\$ 928.00	\$ 6.00	\$ 696.00	\$ 15.75	\$ 1,827.00	\$ 5.00	\$ 580.00	\$ 6.20	\$ 719.20								
3-7	P-620-5.2	Pavement Marking (Black), Without Reflective Media	231	S.F.	\$ 4.00	\$ 924.00	\$ 3.00	\$ 696.00	\$ 8.45	\$ 1,951.95	\$ 4.00	\$ 1,600.00	\$ 4.95	\$ 1,143.45								
TOTAL BID SECTION 3 - TAXILANE RECONSTRUCTION (ITEMS 3-1 THRU 3-7):						\$ 102,432.00		\$ 67,999.00		\$ 85,271.42		\$ 88,536.75		\$ 103,240.85								
BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION																						
4-1	B-103-4.1	Aggregate Base Course (6 Inches)	1,581	S.Y.	\$ 30.00	\$ 47,430.00	\$ 14.00	\$ 22,134.00	\$ 24.83	\$ 39,256.23	\$ 13.00	\$ 20,553.00	\$ 32.40	\$ 51,224.40								
4-2	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	831	S.Y.	\$ 20.00	\$ 16,620.00	\$ 6.00	\$ 4,986.00	\$ 8.25	\$ 6,855.75	\$ 4.25	\$ 3,531.75	\$ 7.10	\$ 5,900.10								
4-3	P-152-4.1	Unclassified Excavation	913	C.Y.	\$ 20.00	\$ 18,260.00	\$ 9.00	\$ 8,217.00	\$ 11.50	\$ 10,495.50	\$ 8.75	\$ 7,988.75	\$ 10.85	\$ 9,905.05								
4-4	P-152-4.2	Borrow Embankment (In Place)	607	C.Y.	\$ 32.50	\$ 19,727.50	\$ 23.00	\$ 13,961.00	\$ 26.00	\$ 15,702.00	\$ 22.00	\$ 13,540.00	\$ 28.75	\$ 17,444.55								
4-5	P-501-8.2	Concrete Pavement (6 Inches)	1,528	S.Y.	\$ 85.00	\$ 129,880.00	\$ 71.00	\$ 108,488.00	\$ 78.25	\$ 119,566.00	\$ 100.00	\$ 152,800.00	\$ 101.00	\$ 154,328.00								
4-6	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	146	S.F.	\$ 8.00	\$ 1,168.00	\$ 9.00	\$ 1,314.00	\$ 15.75	\$ 2,299.50	\$ 8.25	\$ 1,204.50	\$ 10.20	\$ 1,489.20								
TOTAL BID SECTION 4 - HANGAR APPROACHES RECONSTRUCTION (ITEMS 4-1 THRU 4-6):						\$ 230,485.50		\$ 157,269.00		\$ 192,178.98		\$ 197,672.00		\$ 236,892.30								
BID SECTION 5 - TAXILANES REHABILITATION																						
5-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	457	S.Y.	\$ 30.00	\$ 13,710.00	\$ 10.00	\$ 4,570.00	\$ 8.25	\$ 3,772.25	\$ 6.00	\$ 2,742.00	\$ 9.40	\$ 4,295.60								
5-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 36.50	\$ 3,650.00	\$ 70.00	\$ 7,000.00	\$ 86.00	\$ 8,600.00								
5-3	P-501-8.2	Concrete Pavement (6 Inches)	448	S.Y.	\$ 95.00	\$ 42,560.00	\$ 71.00	\$ 31,808.00	\$ 78.25	\$ 35,056.00	\$ 105.00	\$ 47,040.00	\$ 111.40	\$ 49,907.20								
5-4	P-620-5.1	Pavement Marking (Yellow), With Reflective Media	589	S.F.	\$ 8.00	\$ 4,712.00	\$ 4.00	\$ 2,356.00	\$ 15.75	\$ 9,278.75	\$ 4.00	\$ 2,356.00	\$ 4.80	\$ 2,827.20								
5-5	P-620-5.2	Pavement Marking (Black), Without Reflective Media	1,178	S.F.	\$ 4.00	\$ 4,712.00	\$ 3.00	\$ 3,534.00	\$ 8.45	\$ 9,954.10	\$ 2.25	\$ 2,650.50	\$ 2.80	\$ 3,298.40								
TOTAL BID SECTION 5 - TAXILANES REHABILITATION (ITEMS 5-1 THRU 5-5):						\$ 71,194.00		\$ 49,768.00		\$ 61,707.10		\$ 61,788.50		\$ 68,928.60								
BID SECTION 6 - HANGAR APPROACHES REHABILITATION																						
6-1	P-101-5.1	Remove Existing Concrete Pavement (Full Depth)	266	S.Y.	\$ 30.00	\$ 7,980.00	\$ 10.00	\$ 2,680.00	\$ 8.25	\$ 2,211.00	\$ 7.00	\$ 1,876.00	\$ 10.60	\$ 2,840.60								
6-2	P-152-4.3	Remove and Replace Unsuitable Material	100	C.Y.	\$ 55.00	\$ 5,500.00	\$ 75.00	\$ 7,500.00	\$ 36.50	\$ 3,650.00	\$ 70.00	\$ 7,000.00	\$ 86.00	\$ 8,600.00								
6-3	P-501-8.2	Concrete Pavement (6 Inches)	213	S.Y.	\$ 95.00	\$ 20,235.00	\$ 71.00	\$ 15,123.00	\$ 78.25	\$ 16,667.25	\$ 105.00	\$ 22,365.00	\$ 114.00	\$ 24,282.00								
TOTAL BID SECTION 6 - HANGAR APPROACHES REHABILITATION (ITEMS 6-1 THRU 6-3):						\$ 33,775.00		\$ 25,303.00		\$ 22,828.25		\$ 31,241.00		\$ 35,722.80								
TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6):							\$ 2,927,643.50		\$ 2,185,781.00		\$ 2,410,666.84		\$ 3,063,738.00		\$ 3,358,296.90							
TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 + BID SECTION 5 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5):							\$ 2,998,837.50		\$ 2,235,549.00		\$ 2,472,374.94		\$ 3,125,526.50		\$ 3,427,225.50							
TOTAL BID SECTION 1 + BID SECTION 2 + BID SECTION 3 + BID SECTION 4 + BID SECTION 5 + BID SECTION 6 (ITEMS 1-1 THRU 1-12 + 2-1 THRU 2-12 + 3-1 THRU 3-7 + 4-1 THRU 4-6 + 5-1 THRU 5-5 + 6-1 THRU 6-3):							\$ 3,032,612.50		\$ 2,260,852.00		\$ 2,494,902.19		\$ 3,156,767.50		\$ 3,462,948.30							

benesch
200 S 31ST STREET, SUITE 300
LINCOLN, NEBRASKA 68510

Unit Price Not Provided In Bid Proposal Form, Extension Price Provided. Unit Price Inserted Based On Extension Price.
Extension Or Summation Error On Bid Document Corrected.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, has been awarded up to Fifty-Three Thousand Dollars (\$53,000.00) in financial assistance from the Nebraska Department of Economic Development (“NDED”) Community Development Block Grant (“CDBG”) Program for the purpose of updating the City’s Comprehensive Plan, Contract No. 25PP001; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to enter into an Agreement with Southeast Nebraska Development District (“SENDD”) to retain SENDD to administrate said grant award.

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

SECTION 1. That the Mayor, City Clerk, Finance Director, and City Attorney be authorized and directed to execute the Agreement between the City of Beatrice and SENDD to retain SENDD to administrate said grant award. A copy of the Agreement is attached hereto as Exhibit “A and incorporated herein by reference.

SECTION 2. The Mayor and City Council hereby declare that in connection with the proposed Professional Service Agreement for General Administration services for the 25PP001 CDBG project, SAM.gov was reviewed for SENDD, and SAM.gov shows an active registration with no active exclusion records for SENDD as of December 1, 2025.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

**GENERAL ADMINISTRATION AGREEMENT
BEATRICE PLANNING | 25PP001**

THIS AGREEMENT made and entered into by and between the **City of Beatrice, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City, 400 Ella Street, Beatrice, NE 68310, and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2025 CDBG grant agreement with the Department, under contract number **25PP001**, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The effective date of this contract shall coincide with the issuance of the Notice of Approval by the Nebraska Department of Economic Development (NDED), **November 20th, 2025**. The termination date of the contract shall coincide with the issuance of the **Certificate of Completion** by NDED.

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$3,000.00** (Three Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing

contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:
 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. **Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.
 - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;

- iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
 - ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with

respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA).

Pursuant to the Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act (IIJA). Pub. L. 117-58, 41 U.S.C. § 8301 note, the Federal Financial Assistance used to fund this infrastructure project is required to apply a domestic content procurement preference (the "Buy America Preference" or "BAP") for all construction, alteration, maintenance, or repair of infrastructure, including buildings and real property, unless application of the BAP has been waived by HUD.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subrecipients, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they

are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising

out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT "A"

SCOPE OF WORK and FEES for BEATRICE, NEBRASKA for GENERAL ADMINISTRATION consisting of 1 pages.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Beatrice)

By: _____

Printed Name: Robert Morgan

Title: Mayor

Address: 400 Ella Street, Beatrice, NE 68310

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Exhibit A - SENDD Scope of Work and Fees

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

General Administration

1. Contract Documents

- 1.1. Ensure execution of the DED Contract Agreement (prepared by DED)
- 1.2. Preparation and execution of SENDD Professional Services Agreement
- 1.3. Preparation and execution of SENDD's Construction Management Contract
- 1.4. Ongoing maintenance of physical and digital files to ensure compliance
- 1.5. Amplifund Management
- 1.6. Preparation of contract extensions or budget amendment requests (if applicable)
- 1.7. Ensure execution of consultant Procurement & Contract (prepared by engineer)

2. Special Conditions/Environmental Review

- 2.1. Preparation, execution, and submission of Special Conditions documents including:
 - 2.1.1.Excessive Force
 - 2.1.2.Procurement Procedures & Code of Conduct
 - 2.1.3.Financial Management Certification
 - 2.1.4.Certifying Grant Administrator Letter
 - 2.1.5.Authorization to Request Grant Funds
 - 2.1.6.Limited English Proficiency (LEP)
 - 2.1.7.Fair Housing letter
- 2.2. Preparation, execution, and submission of Environmental Review including:
 - 2.2.1.Determination of Level of Review
 - 2.2.2.Statutory Checklists
 - 2.2.3.Other Requirements
 - 2.2.4.Agency contact letters
 - 2.2.5.Notice of Intent to Request Release of Funds (NOI-RROF)
 - 2.2.6.Communication with History Nebraska (State Historic Preservation Office)
 - 2.2.7.Tier II's (for Downtown Revitalization projects)
- 2.3. Ongoing maintenance of physical and digital files to ensure compliance
- 2.4. Amplifund Management

3. Financial Management

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Preparation of drawdowns related to project and administrative services
- 3.4. Amplifund Management
- 3.5. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.6. Amplifund Management

- 3.7. Ongoing maintenance of physical and digital files to ensure compliance
- 4. Local Advisory Committee**
 - 4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses
 - 4.2 Amplifund Management
 - 4.3 Ongoing maintenance of physical and digital files to ensure compliance
- 5. Periodic Reports & Monitoring**
 - 5.1. Preparation of project status reports
 - 5.2. Preparation of Job Creation reports and ensuring maintenance of baseline employees, if applicable
 - 5.3. Identification of project impact(s)
 - 5.4. Other performance report requirements
 - 5.5. Ongoing maintenance of physical and digital files to ensure compliance
 - 5.6. Amplifund Management
- 6. Fair Housing & Civil Rights**
 - 6.1. Ensuring compliance of Civil Rights by reviewing language in contracts,
 - 6.2. Ensuring completion of Fair housing activities,
 - 6.3. Ongoing maintenance of physical and digital files to ensure compliance
 - 6.4. Amplifund Management
- 7. Public Participation**
 - 7.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project
 - 7.2. Ongoing maintenance of physical and digital files to ensure compliance
 - 7.3. Amplifund Management
- 8. Correspondence & Notes**
 - 8.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration
 - 8.2. Preparing summary of meetings
 - 8.3. Ongoing maintenance of physical and digital files to ensure compliance
 - 8.4. Amplifund Management
- 9. Audit & Close Out**
 - 9.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;
 - 9.2. Cost Principles;
 - 9.3. Preparation of Notification of Annual Audits; and
 - 9.4. Preparation of close-out documents, including -
 - 9.4.1.Risk Analysis Checklist
 - 9.4.2.Financial Financials

- 9.4.3.Final Project Status Report
- 9.4.4.Final Wage Compliance review
- 9.5. Final review of physical and digital files to prepare for monitoring
- 9.6. Amplifund Management

10. Other fees

- 10.1. Mileage and travel expenses related to attending project related meetings
- 10.2. Copies
- 10.3. Postage
- 10.4. Miscellaneous fees that relate to administrative services

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

RESOLUTION NUMBER _____

WHEREAS, Gregory Leech's has resigned from his position on the Beatrice Board of Public Works, leaving a vacancy thereon; and

WHEREAS, the Mayor and City Council has the need to fill said vacancy on the Beatrice Board of Public Works; and

WHEREAS, the Mayor and City Council desire to appoint Grant Jones to the Beatrice Board of Public Works.

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

SECTION 1. That Grant Jones be and hereby is reappointed to the Beatrice Board of Public Works, for a term expiring April 1, 2030.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

RESOLUTION NUMBER _____

WHEREAS, on September 20, 2024, the Community Redevelopment Authority of the City of Beatrice, Nebraska (the "Authority") and City of Beatrice, Nebraska ("Redeveloper") entered into a Redevelopment Agreement (the "Agreement") for the Lincoln School Redevelopment Project (the "Project") in Redevelopment Area No. 11; and

WHEREAS, on or about March 17, 2025, the Premises was replatted; and

WHEREAS, on or about May 9, 2025, the Authority and Redeveloper executed the First Amendment to the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement; and

WHEREAS, the Authority and Redeveloper desire to amend the Redevelopment Agreement to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project; and

WHEREAS, pursuant to Section 18-2117 of the Act, the Authority does not consider the modification to substantially change the Redevelopment Plan as previously approved by the City.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Redevelopment Agreement, attached hereto as Exhibit "A" and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT
(LINCOLN SCHOOL REDEVELOPMENT PROJECT)

15th This Second Amendment to Redevelopment Agreement ("Second Amendment") dated this ___ day of December, 2025 is entered into by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA and Redeveloper entered into a Redevelopment Agreement dated September 20, 2024 ("Redevelopment Agreement").
- B. On or about March 17, 2025, the Premises was replatted.
- C. On or about May 9, 2025, the CRA and Redeveloper executed the First Amendment to the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement.
- D. The CRA and Redeveloper desire to amend the Redevelopment Agreement to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for Phase 1 of the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Entire Redevelopment Agreement.

- a. The Redevelopment Agreement between the CRA and Redeveloper, dated September 20, 2024, as amended on May 9, 2025, is hereby deleted and restated in its entirety as shown in Exhibit "A", attached hereto and incorporated herein by reference.

This Second Amendment to Redevelopment Agreement is effective as of the date reflected in the first paragraph above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:


Craig Zarybnicky, Secretary

By: 
Doug Kennedy, Chairman

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

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 and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

Exhibit "A"

REDEVELOPMENT AGREEMENT
(Lincoln School Redevelopment Project)

This Redevelopment Agreement is made and entered into as of the 15th day of December, 2025, by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Beatrice, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et seq., as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- D. The proposed redevelopment project involves the redevelopment of the Lincoln Elementary School Site which has been replatted as Heritage Heights Addition, located at the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #11 in accordance with the redevelopment plan. The Project shall consist of the development of twenty (20) single-family homes.
- E. The proposed redevelopment project will consist of up to twenty (20) phases. The total number of phases and the improvements in each phase will be based upon community need, the rate of construction, and the rate of absorption of the Private Improvements.
- F. The substantial investment necessary for such redevelopment of the Project Site is not economically feasible without the assistance of tax-increment financing ("TIF").
- G. The CRA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.
- H. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed fifteen (15) years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed fifteen (15) years.

I. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

J. This Redevelopment Agreement sets forth the specific details and obligations with respect to all phases of the Project.

K. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 et seq., as amended, and acts amendatory thereof and supplemental thereto.

B. "Base Valuation Year" means the tax year prior to the year of the Effective Date. For the Project and this Agreement, the Base Valuation Year is the 2026 tax year.

C. "City" means the City of Beatrice, Nebraska.

D. "County" means Gage County, Nebraska.

E. "CRA" means Community Redevelopment Authority of the City of Beatrice.

F. "Effective Date" Effective Date" means the date to begin dividing taxes. Each phase of the Project shall have a separate Effective Date. Phase One of the Project will begin in 2026 and the tax increment resulting from the increased valuation will begin to accrue in 2027 making the Effective Date for Phase One of this Project January 1, 2027. As such, the tax year for the Effective Date for Phase One shall be tax year 2026, taxes paid in 2027. The Effective Dates for subsequent phases will be determined prior to undertaking a new phase, and shall be conclusively determined based upon the filing of the Notice to Divide Taxes for each subsequent phase.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of Six Million Dollars (\$6,000,000.00). The Minimum Project Valuation has been established at the value necessary to cover the debt service payments on the Series A TIF Indebtedness and Series B TIF Indebtedness.

I. "Minimum Lot Valuation" means the amount of Three Hundred Thousand Dollars (\$300,000.00) for the improvements on each of the twenty (20) lots in this development.

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

K. "Project" means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference.

L. "Project Completion Date" means December 31, 2035.

M. "Project Site" means all that certain real property situated in the City of Beatrice, Gage County, Nebraska, more particularly described on Exhibit "A".

N. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

O. "Redeveloper" means City of Beatrice, Nebraska, a municipal corporation.

P. "Redevelopment Agreement" means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

Q. "Redevelopment Area" means the Redevelopment Area No. 11 that is set forth in the Redevelopment Plan.

R. "Redevelopment Plan" means the Plan Modification XX for the Development Plan for Development Area No. 11 approved by the City on April 15, 2024 pursuant to the Act.

S. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

T. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA and secured in whole or in part by the Tax Increment. The parties anticipate that the TIF Indebtedness for the Project shall be issued in a series of TIF Notes in connection with the phases of the Project.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Redevelopment Project is not economically viable without the assistance of TIF and the CRA, to the extent applicable, would not undertake the Redevelopment Project absent the availability of TIF.

(d) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(e) The CRA shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the CRA in relation to the Redevelopment Project until the expiration of three (3) years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska municipal corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action have been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to acquire the Project Site and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) The Project as designed would not be economically feasible without the use of tax increment financing.

(f) The Project as designed would not occur on the Project Site or within the Redevelopment Area without the use of tax increment financing.

(g) Redeveloper has not, nor does it intend to apply to receive any tax incentives under the Nebraska Advantage Act for the Project.

ARTICLE III
OBLIGATIONS OF THE CRA; TAX INCREMENT FINANCING

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing for a period of fifteen (15) years thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall divide the ad valorem tax and capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the applicable phase of the Project Site and is generating the Tax Increment subject to capture by the CRA. Redeveloper shall notify the CRA of which lots shall comprise each phase and the Effective Date of each phase no later than June 1st in the calendar year of the Effective Date for each phase of the Project. The CRA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to July 1st in the year of the Effective Date for each phase of the Project.

The development comprising the Private Improvements shall be built in phases, with the total number of phases and the specific improvements included in each phase being based upon community need, the rate of construction, and the rate of absorption of the Private Improvements. Each phase of the Project will specifically identify the portion of the Redevelopment Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes. It is anticipated that Phase One of the Project will have an Effective Date of January 1, 2027, Phase Two of the Project will have an Effective Date that will be determined depending on the Phase Two construction schedule, and successive phases will have an Effective Date as determined pursuant to an amendment to this Redevelopment Agreement setting forth the additional details for the subsequent phases.

Because the Effective Date for each phase and the specific improvements included in each phase of the Project will be directly related to community need, the rate of construction, and the rate of absorption of the Private Improvements, Redeveloper may, upon written notice to the CRA, accelerate or delay the Effective Date for each phase of the Project. The Redeveloper shall notify the CRA of any proposed phase prior to June 1st in the calendar year of the effective date for each phase of the Project. The CRA shall file with the Gage County Assessor the "Notice to Divide Taxes" on or prior to July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the buildable lot(s) of record located within the Project Site constituting the Phase, the Base Valuation year for such phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project

Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment for each phase is the difference between the projected taxes payable for the year of the Effective Date and the taxes payable for the Base Valuation Year, as more particularly set forth on Exhibit "B".

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the project pursuant to Neb. Rev. Stat. § 18-2147 and this Agreement may be paid in the sixteenth (16th) year according to customary practices in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

- (a) The CRA shall incur or issue Series A TIF Indebtedness in a series of one (1) or more TIF Promissory Notes in the aggregate estimated amount not to exceed One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00), as calculated on the attached and incorporated Exhibit "C", to be issued to the Redeveloper or a lender of the Redeveloper ("TIF Indebtedness") for the Tax Increment produced by the Public Improvements and Private Improvements. The Series A TIF Indebtedness shall be in the form of the TIF Promissory Note attached hereto at Exhibit "D-1" and incorporated by this reference. The Series A TIF Note shall be assignable by Redeveloper.

Section 3.04 Use of TIF Indebtedness.

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of the TIF Promissory Notes or any TIF resolution issued by the CRA relating to this Project.

(b) The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to all payments from Tax Increment. All available Tax Increment from the Project shall be used to pay the Series A TIF Indebtedness in full before any of the Tax Increment is allocated to the debt service payment on the Series B TIF Indebtedness.

(c) All phases of the Project are intended to be a single redevelopment project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of any phase of the Project which are not required to pay off TIF Indebtedness for the applicable phase shall first be used to pay the TIF Indebtedness for the other phases of the Project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of this agreement after

the Series A TIF Indebtedness is paid in full, which residual TIF Revenues are therefore not required to pay off the Series A TIF Indebtedness may be used to pay or service Series B TIF Indebtedness to assist in the payment of any additional CRA improvements as set forth in Section 3.01(c) above within Redevelopment Area No. 11.

Section 3.05 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

Section 3.07 Document Retention

The CRA will retain, for the TIF Period specified in Exhibit "B", plus three (3) years, all documentation actually generated and received by the CRA in relation to the Project.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "E" and incorporated by this reference. When signed and accepted by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements. Redeveloper shall have no obligations or responsibility with respect to any additional improvements that the CRA decides to fund utilizing the Series B TIF.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance

including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

For each phase of the Project, Redeveloper shall submit to CRA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. The public improvements for each phase of the Project are part of a single redevelopment project and are deemed necessary for every phase of the Project. The TIF indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses for the entire Project. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation on the Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree not to protest any assessed value which is at or below the applicable minimum valuation.

(b) If, during the period of this Agreement, and after the respective Effective Date for each phase, the Project Site is assessed at less than the Minimum Project Valuation or the improvements on any lots is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site or individual lot upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) or request the property owner to make a payment in lieu of taxes in the amount of the Anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment ("Deficiency Payments"). Said Deficiency Payments may be calculated semi-annually in the same manner as tax payments generally, such that the lot owner shall make two (2) semi-annual Deficiency Payments, each equal to one-half (1/2) of the annual Deficiency Payment. Notwithstanding anything else to the contrary, Deficiency Payments shall be made within thirty (30) calendar days of written notice from the CRA to the Redeveloper.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15-year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CRA:

(a) any conveyance as security for indebtedness:

- i. previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or
- ii. any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

(b) any conveyance of any lot within the Project Site after completion of the Private Improvements, provided that the purchaser is: (1) not exempt from paying real estate taxes, and (2) agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to maintain the Minimum Lot Valuation and to make Deficiency Payments if the valuation of a lot is assessed less than the Minimum Lot Valuation.

Except for conveyances expressly permitted above, Redeveloper shall request consent to any assignment from the CRA and provide any additional information reasonably required by the CRA as part of its consent to assignment prior to making any assignment hereunder.

ARTICLE V
FINANCING PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the Series A TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) calendar days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) calendar days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

- (a) The following events shall be an event of default under this Section 6.02:

(1) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) calendar days (not including any period covered pursuant to the terms of Section 6.04 below);

(2) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(3) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(4) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA.

In the event that such failure to perform, breach, or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the CRA being unable to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper or its successor in interest may be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment for the applicable lot(s) in the Project Site.

(b) Upon the occurrence of any event of default set forth in Section 6.02(a), Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment.

(c) The CRA shall continue to use the Tax Increment collected for any previous phases fully completed to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Should the Redeveloper wish to pursue further phases of the Project after having defaulted in the aforementioned manner, Redeveloper must reapply to secure Tax Increment Financing for the remaining phases.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02(a)), and such failure has not been cured within thirty (30) calendar days following written notice from the CRA, then

Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law, including rescission or termination of this Redevelopment Agreement.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

The party seeking the benefit of the provisions of this section shall, within thirty (30) calendar days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and request an extension for the period of the forced delay.

Section 6.05 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither CRA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CRA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising

out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the gross negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Termination.

Should the parties find this Redevelopment Agreement to no longer be beneficial or in their best interests, it may be terminated at any time given written agreement of both parties.

Section 7.02 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.03 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.04 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound. Provided, however, the parties anticipate amendments of this Redevelopment Agreement to address the terms of each subsequent phase of the Project, and the parties agree to negotiate such amendments in good faith and pursuant to the terms of this Redevelopment Agreement.

Section 7.05 Assignment.

Upon acquiring written consent from the CRA, The Redeveloper may assign its rights and obligations for any phase to an affiliated entity which shall be bound by all the terms of this Redevelopment Agreement with respect to said phase.

Section 7.06 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between:

(1) the CRA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

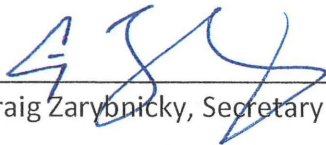
IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

[Signature and Notary Pages to Follow]

ATTEST:

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

By: 
Craig Zarybnicky, Secretary

By: 
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska, a municipal
Corporation, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

Robert Morgan, Mayor

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Robert Morgan and authorized signatory for the City of Beatrice, Nebraska, a municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Lincoln Elementary School Site, located the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #11.
- (a) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
CALCULATION OF TIF INDEBTEDNESS

1. **Assumed Base Value:** \$600,000.00
2. **Projected Final Value:** \$6,000,000
3. **Difference in Valuation:** \$5,400,000
4. **Assumed Tax Levy:** 1.686636
5. **Anticipated Tax Increment:** \$91,078.34
6. **TIF Indebtedness:**

- a. **Phases.** TIF Indebtedness generated by the Private Improvements that are completed in each phase shall constitute a single Project and a single source of Tax Increment. It is difficult to project an accurate number for the total TIF funds created from this project due to the uncertainty regarding the number of phases, length of each phase, and the specific improvements associated with each phase. The calculations of the TIF Indebtedness above are only meant to establish a rough estimate for the amount of potential TIF funds.
- b. **Series "A" Principal Amount.** The principal amount of the Series "A" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of the Minimum Project Valuation, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance.
- c. **Series "B" Principal Amount.** The principal amount of the Series "B" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of an additional Six Million Dollars (\$6,000,000.00) over the Series "A" valuation at an interest rate of zero percent (0%) per annum, subject to required debt service coverage, required reserve, and cost of issuance. The Series B TIF Indebtedness shall be subordinate to the Series A TIF Indebtedness and the payment of the Series A TIF Indebtedness shall have priority over any payments towards the Series B TIF Indebtedness.
- d. **Payments.** Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date of each phase in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for the final phase are due and payable. The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to any payment.
- e. **Anticipated Maturity Date.** On or before December 31, 2041.

- f. **TIF Period.** The period for TIF on this Project will be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2027 (tax year 2026 taxes paid in 2027) and terminating on December 31, 2041 (tax year 2041 taxes paid in 2042).

Notes: (1) The TIF Indebtedness amount may differ from the estimate amount of TIF Indebtedness set forth in Section 3.03(a) of this Redevelopment Agreement based upon any requirements of Redeveloper's lender that will purchase the TIF Indebtedness, such as a final approved interest rate different than the interest rate used in the projections.

(2) All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year, depending on the actual Tax Increment and actual tax levy for each year of the tax increment period.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:	Tax Levy	1.686636
	Interest Rate (Series A)	0%
	Interest Rate (Series B)	0%
	Number of years	15

Property Value Assumptions:	Assessed Value	Estimated Taxes
	Pre-Project	\$600,000.00
	Completed Project	\$6,000,000
	Difference	\$6,000,000
		\$91,078.34

TIF Calculations:	Annual TIF Amount	\$91,078.34
	Total TIF Indebtedness	\$1,366,175.16
	TIF Indebtedness Amount – Series A	\$1,366,175.16
	TIF Indebtedness Amount – Series B	\$1,366,175.16

TIF USES

2.	Land Acquisition:	\$400,000
	Demolition:	\$125,000
	Grading:	\$172,565
	Site Preparation:	\$0
	Architect:	\$0
	Engineering:	\$93,000
	Legal:	\$0
	Water:	\$142,450
	Sanitary Sewer:	\$139,270
	Storm Sewer:	\$67,352
	Electrical:	\$200,000
	Lighting:	\$0
	Public Spaces:	\$0
	Public Parking:	\$0
	Street:	\$400,726
	Total:	\$1,740,363

*The figures listed on this Exhibit are approximated. The allocation of TIF funds and the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other financing. The Project involves acquiring substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted area, pursuant to Neb.Rev.Stat. §18-2103(28)(a). All improvements for which the Redeveloper is reimbursed using TIF funds shall be eligible expenditures under the Act.

**EXHIBIT “D-1”
(FORM OF SERIES A TIF NOTE)**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,366,175.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(LINCOLN SCHOOL REDEVELOPMENT PROJECT)
SERIES 2026A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2041	0.0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00)

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at

the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Lincoln School Redevelopment Project), Series 2026A, aggregating One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Lincoln School Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this note and the Series 2026B Note that may be issued for the Project, and payment of all installments of this Series A Note shall have priority over any installment of the Series B Note payable from the Tax Increment. No payment shall be made on the Series B Note until this Note is paid in full.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act

by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

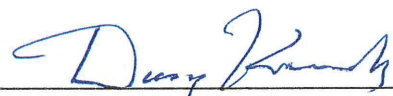
IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:



Craig Zarybnicky, Secretary

By: 

Doug Kennedy, Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: 

Authorized Signature

EXHIBIT "D-2"
(FORM OF SERIES B TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,366,175.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(LINCOLN SCHOOL REDEVELOPMENT PROJECT)
SERIES 2026B

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2041	0.0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00)

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid

by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Lincoln School Redevelopment Project), Series 2026B, aggregating One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Lincoln School Elementary Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for that purpose.

The Holder of this Note acknowledges and understands that this Series B Note is junior in priority to the Series A Note issued for the Project. If the Tax Increment generated by the Project are insufficient to pay the amounts due on both Notes, the Series A Note will be paid first, and payments on the Series B Note shall only be made if there are available Tax Increment after all payments due on the Series A Note have been paid.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

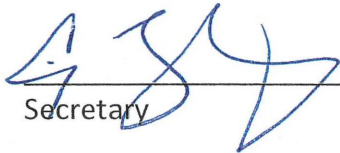
This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

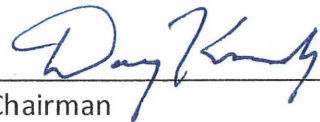
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:


Secretary

By: 
Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: 
Authorized Signature

EXHIBIT "E"

**CERTIFICATE OF COMPLETION OF IMPROVEMENTS
(Lincoln School Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of Beatrice, Nebraska, and the Community Redevelopment Authority of the City of Beatrice ("CRA") with regard to the following real property situated in the City of Beatrice, Gage County, Nebraska, to wit:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska

that the Private Improvements required to be constructed by the Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated September 20, 2024, as amended, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Gage County, Nebraska.

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

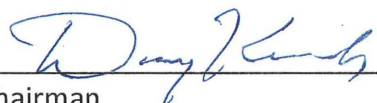
ACCEPTED by the Community Redevelopment Authority of the City of Beatrice this _____ day of _____, 20____.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

ATTEST:

By: _____
, Member

By:  _____
, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Agency.

Notary Public

Return to:

Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT "F"

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Lincoln School Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this 5th day of December, 2025 by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a Nebraska municipal corporation ("Redeveloper").

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska ("Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

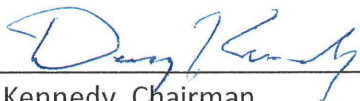
3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

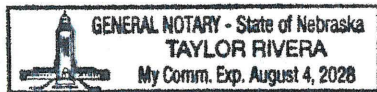
ATTEST:

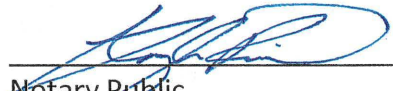
By: 
Craig Zarybnicky, Secretary

By: 
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 5th day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.




Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

- Redline -

**REDEVELOPMENT AGREEMENT
(Lincoln School Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the ____ day of December, 2025, by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Beatrice, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et seq., as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

D. The proposed redevelopment project involves the redevelopment of the Lincoln Elementary School Site which has been replatted as Heritage Heights Addition, located at the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #11 in accordance with the redevelopment plan. The Project shall consist of the development of twenty (20) single-family homes.

D-E. The proposed redevelopment project will consist of up to twenty-~~two~~ (20) phases. ~~The proposed redevelopment project will consist of the redevelopment of the Lincoln Elementary School Site, located at the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development.~~ The total number of phases and the improvements in each phase will be based upon community need, the rate of construction, and the rate of absorption of the Private Improvements.

E-F. The substantial investment necessary for such redevelopment of the Project Site is not economically feasible without the assistance of tax-increment financing ("TIF").

F-G. The CRA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G-H. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed fifteen (15) years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed fifteen (15) years.

I. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

J. This Redevelopment Agreement sets forth the specific details and obligations with respect to ~~Phase One of the Project and the parties contemplate amending the Redevelopment Agreement to set forth the details and obligations of subsequent phases.~~ all phases of the Project.

K. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 et seq., as amended, and acts amendatory thereof and supplemental thereto.

B. "Base Valuation Year" means the tax year prior to the year of the Effective Date. For the Project and this Agreement, the Base Valuation Year is the 20256 tax year.

C. "City" means the City of Beatrice, Nebraska.

D. "County" means Gage County, Nebraska.

E. "CRA" means Community Redevelopment Authority of the City of Beatrice.

F. "Effective Date" Effective Date" means the date to begin dividing taxes. Each phase of the Project shall have a separate Effective Date. Phase One of the Project will begin in 20256 and the tax increment resulting from the increased valuation will begin to accrue in 20267 making the Effective Date for Phase One of this Project January 1, 20267. As such, the tax year for the Effective Date for Phase One shall be tax year 20256, taxes paid in 20267. The Effective Dates for subsequent phases will be determined prior to undertaking a new phase, and shall be conclusively determined based upon the filing of the Notice to Divide Taxes for each subsequent phase.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of ~~Four-Six~~ Million Dollars (\$~~46~~,000,000.00). ~~Because the project site has been used as a school for approximately sixty (60) years, the Project Site has been tax exempt for that period; and there has been no assessed value of the Project Site. The anticipated final valuation of the Project is estimated to be approximately Four Million Dollars (\$4,000,000.00).~~ The Minimum Project Valuation has been established at the value necessary to cover the debt service payments on the Series A TIF Indebtedness and Series B TIF Indebtedness.

I. "Minimum Lot Valuation" means the amount of Three Hundred Thousand Dollars (\$300,000.00) for the improvements on each of the twenty (20) lots in this development.

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

K. "Project" means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference.

L. "Project Completion Date" means December 31, ~~2026~~2035.

M. "Project Site" means all that certain real property situated in the City of Beatrice, Gage County, Nebraska, more particularly described on Exhibit "A".

N. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

O. "Redeveloper" means City of Beatrice, Nebraska, a municipal corporation.

P. "Redevelopment Agreement" means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

Q. "Redevelopment Area" means the Redevelopment Area No. 11 that is set forth in the Redevelopment Plan.

R. "Redevelopment Plan" means the Plan Modification XX for the Development Plan for Development Area No. 11 approved by the City on April 15, 2024 pursuant to the Act.

S. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

I. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA and secured in whole or in part by the Tax Increment. The parties anticipate that the TIF Indebtedness for the Project shall be issued in a series of TIF Notes in connection with the phases of the Project.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

(a) The CRA is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Redevelopment Project is not economically viable without the assistance of TIF and the CRA, to the extent applicable, would not undertake the Redevelopment Project absent the availability of TIF.

(d) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(e) The CRA shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the CRA in relation to the Redevelopment Project until the expiration of three (3) years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska municipal corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action have been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to acquire the Project Site and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) The Project as designed would not be economically feasible without the use of tax increment financing.

(f) The Project as designed would not occur on the Project Site or within the Redevelopment Area without the use of tax increment financing.

(g) Redeveloper has not, nor does it intend to apply to receive any tax incentives under the Nebraska Advantage Act for the Project.

ARTICLE III OBLIGATIONS OF THE CRA; TAX INCREMENT FINANCING

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing for a period of fifteen (15) years thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall divide the ad valorem tax and capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the applicable phase of the Project Site and is generating the Tax Increment subject to capture by the CRA. Redeveloper shall notify the CRA of which lots shall comprise each phase and the Effective Date of each phase no later than June 1st in the calendar year of the Effective Date for each phase of the Project. The CRA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to August-July 1st in the year of the Effective Date for each phase of the Project.

The ~~commercial~~ development comprising the Private Improvements shall be built in phases, with the total number of phases and the specific improvements included in each phase being based upon community need, the rate of construction, and the rate of absorption of the Private Improvements. Each phase of the Project will specifically identify the portion of the Redevelopment Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes. It is anticipated that Phase One of the Project will have an Effective Date of January 1, 20267, Phase Two of the Project will have an Effective Date that will be determined depending on the Phase Two construction schedule, and successive phases will have an Effective Date as determined pursuant to an amendment to this Redevelopment Agreement setting forth the additional details for the subsequent phases.

Because the Effective Date for each phase and the specific improvements included in each phase of the Project will be directly related to community need, the rate of construction, and the rate of absorption of the Private Improvements, Redeveloper may, upon written notice to the CRA, accelerate or delay the Effective Date for each phase of the Project. The Redeveloper shall notify the CRA of any proposed phase prior to June 1st in the calendar year of the effective date for each phase of the Project. The CRA shall file with the Gage County Assessor the "Notice to Divide Taxes" on or prior to August-July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the buildable lot(s) of record located within the Project Site constituting the Phase, the Base Valuation year for such phase, and the

year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment for each phase is the difference between the projected taxes payable for the year of the Effective Date and the taxes payable for the Base Valuation Year, as more particularly set forth on Exhibit "B".

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the project pursuant to Neb. Rev. Stat. § 18-2147 and this Agreement may be paid in the sixteenth (16th) year according to customary practices in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

- (a) The CRA shall incur or issue Series A TIF Indebtedness in a series of one (1) or more TIF Promissory Notes in the aggregate estimated amount not to exceed ~~Eight Hundred Eighty-Six Thousand Dollars (\$886,000.00)~~ One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00), as calculated on the attached and incorporated Exhibit "BC", to be issued to the Redeveloper or a lender of the Redeveloper ("TIF Indebtedness"). ~~The TIF Indebtedness shall be divided into and issued in Series A TIF Indebtedness in the estimated amount of Eight Hundred Eighty-Six Thousand Dollars (\$886,000.00) and Series B TIF Indebtedness in the estimated amount of Eight Hundred Eighty-Six Thousand Dollars (\$886,000.00). This Series A TIF Indebtedness shall be in the form of the TIF Promissory Note attached hereto as "Exhibit "D-1" and incorporated by this reference for the Tax Increment produced by the Public Improvements and Private Improvements.~~ The Series BA TIF Indebtedness shall be in the form of the TIF Promissory Note attached hereto at Exhibit "D-21" and incorporated by this reference. The Series A TIF Note shall be assignable by Redeveloper.

Section 3.04 Use of TIF Indebtedness.

- (a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount

sufficient to pay its reasonable and necessary cost of issuance. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of the TIF Promissory Notes or any TIF resolution issued by the CRA relating to this Project.

(b) The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to any semi-annual payments from Tax Increment. ~~For each installment of the All available Tax Increment received by the CRA, the required debt service payment on from the Project shall be used to pay~~ the Series A TIF Indebtedness ~~shall be made in full~~ before any of the Tax Increment is allocated to the debt service payment on the Series B TIF Indebtedness.

(c) All phases of the Project are intended to be a single redevelopment project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of any phase of the Project which are not required to pay off TIF Indebtedness for the applicable phase shall first be used to pay the TIF Indebtedness for the other phases of the Project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of this agreement after the Series A TIF Indebtedness is paid in full, which ~~are residual TIF Revenues are therefore~~ not required to pay off the Series A TIF Indebtedness ~~for all phases of the Project, shall may~~ be used to pay or service Series B TIF Indebtedness to assist in the payment of any additional CRA improvements as set forth in Section 3.01(c) above within Redevelopment Area No. 11.

Section 3.05 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

Section 3.07 Document Retention

The CRA will retain, for the TIF Period specified in Exhibit "B", plus three (3) years, all documentation actually generated and received by the CRA in relation to the Project.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date.

Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "E" and incorporated by this reference. When signed and accepted by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements. Redeveloper shall have no obligations or responsibility with respect to any additional improvements that the CRA decides to fund utilizing the Series B TIF.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

For each phase of the Project, Redeveloper shall submit to CRA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. The ~~initial public improvements may be reasonably allocated between the various~~ for each phases of the Project are part of a single redevelopment project and the are deemed necessary for every phase of the Project. The TIF indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses for the entire Project. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation ~~of the Project and on the~~ Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree not to protest any assessed value which is at or below the applicable minimum valuation.

(b) If, during the period of this Agreement, and after the respective Effective Date for each phase, the Project Site is assessed at less than the Minimum Project Valuation or the improvements on any lots is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site or individual lot upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) or request the property owner to make a payment in lieu of taxes in the amount of the Anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment ("Deficiency Payments"). Said Deficiency Payments may be calculated semi-annually in the same manner as tax payments generally, such that the lot owner shall make two (2) semi-annual Deficiency Payments, each equal to one-half (1/2) of the annual Deficiency Payment. Notwithstanding anything else to the contrary, Deficiency Payments shall be made within thirty (30) calendar days of written notice from the CRA to the Redeveloper.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15-year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CRA:

(a) any conveyance as security for indebtedness:

- i. previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or
- ii. any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

(b) any conveyance of any lot within the Project Site after completion of the Private Improvements, provided that the purchaser is: (1) not exempt from paying real estate taxes, and (2) agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to maintain the Minimum Lot Valuation and to make Deficiency Payments if the valuation of a lot is assessed less than the Minimum Lot Valuation.

Except for conveyances expressly permitted above, Redeveloper shall request consent to any assignment from the CRA and provide any additional information reasonably required by the CRA as part of its consent to assignment prior to making any assignment hereunder.

ARTICLE V FINANCING PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the Series A TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) calendar days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) calendar days of Redeveloper receiving notice thereof.

ARTICLE VI
DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

(a) The following events shall be an event of default under this Section 6.02:

(1) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) calendar days (not including any period covered pursuant to the terms of Section 6.04 below);

(2) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(3) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(4) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA.

In the event that such failure to perform, breach, or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the CRA being unable to

capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper or its successor in interest may be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment for the applicable lot(s) in the Project Site.

(b) Upon the occurrence of any event of default set forth in Section 6.02(a), Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment.

(c) The CRA shall continue to use the Tax Increment collected for any previous phases fully completed to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Should the Redeveloper wish to pursue further phases of the Project after having defaulted in the aforementioned manner, Redeveloper must reapply to secure Tax Increment Financing for the remaining phases.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02(a)), and such failure has not been cured within thirty (30) calendar days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law, including rescission or termination of this Redevelopment Agreement.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

The party seeking the benefit of the provisions of this section shall, within thirty (30) calendar days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and request an extension for the period of the forced delay.

Section 6.05 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither CRA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CRA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the gross negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Termination.

Should the parties find this Redevelopment Agreement to no longer be beneficial or in their best interests, it may be terminated at any time given written agreement of both parties.

Section 7.02 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.03 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.04 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound. Provided, however, the parties anticipate amendments of this Redevelopment Agreement to address the terms of each subsequent phase of the Project, and the parties agree to negotiate such amendments in good faith and pursuant to the terms of this Redevelopment Agreement.

Section 7.05 Assignment.

Upon acquiring written consent from the CRA, The Redeveloper may assign its rights and obligations for any phase to an affiliated entity which shall be bound by all the terms of this Redevelopment Agreement with respect to said phase.

Section 7.06 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (1) the CRA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

[Signature and Notary Pages to Follow]

ATTEST:

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska, a municipal
Corporation, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

Robert Morgan, Mayor

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Robert Morgan and authorized signatory for the City of Beatrice, Nebraska, a municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Lincoln Elementary School Site, located the intersection of Lincoln Street and 19th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #11.
- (a) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
CALCULATION OF TIF INDEBTEDNESS

1. Assumed Base Value: \$600,000.00
2. Projected Final Value: \$6,000,000 (~~Minimum Project Valuation = \$0.00~~)
3. Difference in Valuation: \$45,400,000
4. Assumed Tax Levy: 1.686636
5. Anticipated Tax Increment: \$91,078.34
6. TIF Indebtedness:

a. Phases. TIF Indebtedness generated by the Private Improvements that are completed in each phase shall constitute a single Project and a single source of Tax Increment. It is difficult to project an accurate number for the total TIF funds created from this project due to the uncertainty regarding the number of phases, length of each phase, and the specific improvements associated with each phase. The calculations of the TIF Indebtedness above are only meant to establish a rough estimate for the amount of potential TIF funds.

a.b. Series "A" Principal Amount. The principal amount of the Series "A" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of the Minimum Project Valuation, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance.

b.c. Series "B" Principal Amount. The principal amount of the Series "B" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of an additional ~~Four-Six~~ Million Dollars (\$46,000,000.00) over the Series "A" valuation at an interest rate of ~~three-zero~~ percent (30%) per annum, subject to required debt service coverage, required reserve, and cost of issuance. The Series B TIF Indebtedness shall be subordinate to the Series A TIF Indebtedness and the payment of the Series A TIF Indebtedness shall have priority over any payments towards the Series B TIF Indebtedness.

c.d. Payments. Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date of each phase in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period for the final phase are due and payable. The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to any payment.

d.e. Anticipated Maturity Date. On or before December 31, 20401.

e.f. **TIF Period.** The period for TIF on this Project will be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 202~~6~~7 (tax year 202~~5~~6 taxes paid in 202~~7~~6) and terminating on December 31, 204~~0~~1 (tax year 204~~0~~1 taxes paid in 204~~1~~2).

Notes: (1) The TIF Indebtedness amount may differ from the estimate amount of TIF Indebtedness set forth in Section 3.03(a) of this Redevelopment Agreement based upon any requirements of Redeveloper's lender that will purchase the TIF Indebtedness, such as a final approved interest rate different than the interest rate used in the projections.

(2) All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year, depending on the actual Tax Increment and actual tax levy for each year of the tax increment period.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:	Tax Levy	1.686636	
	Interest Rate (Series A)	0%	
	Interest Rate (Series B)	0%	
	Number of years	15	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	\$600,000.00	\$10,119.82
	Completed Project	\$6,000,000	\$101,198.16
	Difference	\$6,000,000	\$91,078.34
TIF Calculations:	Annual TIF Amount	\$91,078.34	
	Total TIF Indebtedness	\$1,366,175.16	
	TIF Indebtedness Amount – Series A	\$1,366,175.16	
	TIF Indebtedness Amount – Series B	\$1,366,175.16	

TIF USES

2.	Land Acquisition:	\$400,000
	Demolition:	\$125,000
	Grading:	\$172,565
	Site Preparation:	\$0
	Architect:	\$0
	Engineering:	\$93,000
	Legal:	\$0
	Water:	\$142,450
	Sanitary Sewer:	\$139,270
	Storm Sewer:	\$67,352
	Electrical:	\$200,000
	Lighting:	\$0
	Public Spaces:	\$0
	Public Parking:	\$0
	Street:	\$400,726
	Total:	\$1,740,363

*The figures listed on this Exhibit are approximated. The allocation of TIF funds and the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other financing. The Project involves acquiring substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted area, pursuant to Neb.Rev.Stat. §18-2103(28)(a). All improvements for which the Redeveloper is reimbursed using TIF funds shall be eligible expenditures under the Act.

EXHIBIT "D-1"
(FORM OF SERIES A TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,366,175.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(LINCOLN SCHOOL REDEVELOPMENT PROJECT—~~PHASE 1~~)
SERIES 20246A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204 <u>01</u>	<u>30.0%</u>	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	<u>One Million Three Hundred Sixty-Six Thousand</u> <u>One Hundred Seventy Five Dollars</u> <u>(\$1,366,175.00)</u>

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at

the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Lincoln School Redevelopment Project), Series 20246A, aggregating ~~Eight Hundred Eighty Six Thousand Dollars (\$886,000.00)~~ One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Lincoln School Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this note and the Series 20246B Note that may be issued for the Project, and payment of all installments of this Series A Note shall have priority over any installment of the Series B Note payable from the Tax Increment. No payment shall be made on the Series B Note until this Note is paid in full.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the

construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "D-2"
(FORM OF SERIES B TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,366,175.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(LINCOLN SCHOOL REDEVELOPMENT PROJECT — ~~PHASE 1~~)
SERIES 20246B

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204 <u>01</u>	<u>30</u> .0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	Eight Hundred Eighty Six Thousand Dollars (\$886,000.00) <u>One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00)</u>

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such

principal amount and accrued interest has been paid in full. Payments on this Note will be paid by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Lincoln School Redevelopment Project), Series 2024~~6B~~, aggregating ~~Eight Hundred Eighty-Six Thousand Dollars (\$886,000.00)~~ One Million Three Hundred Sixty-Six Thousand One Hundred Seventy Five Dollars (\$1,366,175.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Lincoln School Elementary Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for that purpose.

The Holder of this Note acknowledges and understands that this Series B Note is junior in priority to the Series A Note issued for the Project. If the Tax Increment generated by the Project are insufficient to pay the amounts due on both Notes, the Series A Note will be paid first, and payments on the Series B Note shall only be made if there are available Tax Increment after all payments due on the Series A Note have been paid.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member

as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "E"

CERTIFICATE OF COMPLETION OF IMPROVEMENTS
(Lincoln School Redevelopment Project)

The undersigned certifies, represents and warrants to the City of Beatrice, Nebraska, and the Community Redevelopment Authority of the City of Beatrice ("CRA") with regard to the following real property situated in the City of Beatrice, Gage County, Nebraska, to wit:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska

that the Private Improvements required to be constructed by the Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated September 20, 2024, as amended, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Gage County, Nebraska.

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, Mayor and authorized signatory for the City of Beatrice, Nebraska,
a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of
Beatrice, Nebraska.

Notary Public

ACCEPTED by the Community Redevelopment Authority of the City of Beatrice this _____
day of _____, 20____.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

ATTEST:

By: _____
Craig Zarybnicky, Member

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by ~~Doug Kennedy and Craig Zarybnicky~~, Chairman and Secretary respectively of the
Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic,
on behalf of the Agency.

Notary Public

Return to:

Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT "F"

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Lincoln School Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ____ day of _____, 202__ by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a Nebraska municipal corporation ("Redeveloper").

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block Two (2); and Outlots A, B, and C, all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska ("Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

ATTEST:

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

RESOLUTION NUMBER _____

WHEREAS, on September 20, 2024, the Community Redevelopment Authority of the City of Beatrice, Nebraska (the "Authority") and City of Beatrice, Nebraska ("Redeveloper") entered into a Redevelopment Agreement (the "Agreement") for the Paddock Lane Redevelopment Project (the "Project") in Redevelopment Area No. 12; and

WHEREAS, on or about March 17, 2025, the Premises was replatted; and

WHEREAS, on or about May 9, 2025, the Authority and Redeveloper executed the First Amendment to the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement; and

WHEREAS, the Authority and Redeveloper desire to amend the Redevelopment Agreement to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project; and

WHEREAS, pursuant to Section 18-2117 of the Act, the Authority does not consider the modification to substantially change the Redevelopment Plan as previously approved by the City.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Redevelopment Agreement, attached hereto as Exhibit "A" and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT
(PADDOCK LANE REDEVELOPMENT PROJECT)

This Second Amendment to Redevelopment Agreement ("Second Amendment") dated this 5th day of December, 2025 is entered into by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA and Redeveloper entered into a Redevelopment Agreement dated September 20, 2024 ("Redevelopment Agreement").
- B. On or about March 17, 2025, the Premises was replatted.
- C. On or about May 9, 2025, the CRA and Redeveloper executed the First Amendment to the Redevelopment Agreement to amend the legal description of the Premises included in the Redevelopment Agreement.
- D. The CRA and Redeveloper desire to amend the Redevelopment Agreement to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for Phase 1 of the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project.

NOW THEREFORE, in consideration of mutual promises contained herein and in the Redevelopment Agreement, the parties agree to amend the Redevelopment Agreement as follows:

1. Entire Redevelopment Agreement.

- a. The Redevelopment Agreement between the CRA and Redeveloper, dated September 20, 2024, as amended on May 9, 2025, is hereby deleted and restated in its entirety as shown in Exhibit "A", attached hereto and incorporated herein by reference.

This Second Amendment to Redevelopment Agreement is effective as of the date reflected in the first paragraph above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:


Craig Zaryonicky, Secretary

By: 
Doug Kennedy, Chairman

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

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 and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

Exhibit "A"

**REDEVELOPMENT AGREEMENT
(Paddock Lane Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the 15th day of December, 2025, by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

- A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.
- B. The City of Beatrice, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et seq., as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.
- C. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.
- D. The proposed redevelopment project involves the redevelopment of the Paddock Lane Elementary School Site which has been replatted as Corral Crossing Addition, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #12 in accordance with the redevelopment plan. The project shall consist of the development of twenty-eight (28) residential lots.
- E. The proposed redevelopment project will consist of up to twenty-eight (28) phases. The total number of phases and the improvements in each phase will be based upon community need, the rate of construction, and the rate of absorption of the Private Improvements.
- F. The substantial investment necessary for such redevelopment of the Project Site is not economically feasible without the assistance of tax-increment financing ("TIF").
- G. The CRA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.
- H. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed fifteen (15) years. This Project will accordingly divide the ad valorem taxes on each phase of the real property in the redevelopment project in different years, each for a period not to exceed fifteen (15) years.

I. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

J. This Redevelopment Agreement sets forth the specific details and obligations with respect to all phases of the Project.

K. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 et seq., as amended, and acts amendatory thereof and supplemental thereto.

B. "Base Valuation Year" means the tax year prior to the year of the Effective Date. For the Project and this Agreement, the Base Valuation Year is the 2026 tax year.

C. "City" means the City of Beatrice, Nebraska.

D. "County" means Gage County, Nebraska.

E. "CRA" means Community Redevelopment Authority of the City of Beatrice.

F. "Effective Date" Effective Date" means the date to begin dividing taxes. Each phase of the Project shall have a separate Effective Date. Phase One of the Project will begin in 2026 and the tax increment resulting from the increased valuation will begin to accrue in 2027 making the Effective Date for Phase One of this Project January 1, 2027. As such, the tax year for the Effective Date for Phase One shall be tax year 2026, taxes paid in 2027. The Effective Dates for subsequent phases will be determined prior to undertaking a new phase, and shall be conclusively determined based upon the filing of the Notice to Divide Taxes for each subsequent phase.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00). The Minimum Project Valuation has been established at the value necessary to cover the debt service payments on the Series A TIF Indebtedness and Series B TIF Indebtedness.

I. "Minimum Lot Valuation" means the amount of Three Hundred Thousand Dollars (\$300,000.00) for the improvements on each of the twenty-eight (28) residential lots in this development.

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

K. "Project" means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference.

L. "Project Completion Date" means December 31, 2035.

M. "Project Site" means all that certain real property situated in the City of Beatrice, Gage County, Nebraska, more particularly described on Exhibit "A".

N. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

O. "Redeveloper" means City of Beatrice, Nebraska, a municipal corporation.

P. "Redevelopment Agreement" means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

Q. "Redevelopment Area" means the Redevelopment Area No. 12 that is set forth in the Redevelopment Plan.

R. "Redevelopment Plan" means the Plan Modification WW for the Development Plan for Development Area No. 12 approved by the City on April 15, 2024 pursuant to the Act.

S. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

T. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA and secured in whole or in part by the Tax Increment. The parties anticipate that the TIF Indebtedness for the Project shall be issued in a series of TIF Notes in connection with the phases of the Project.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

- (a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.
- (b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.
- (c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."
- (d) The word "including" shall be construed as meaning "including, but not limited to."
- (e) The words "will" and "shall" shall each be construed as mandatory.
- (f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.
- (g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.
- (h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

- (a) The CRA is a duly organized and validly existing Community Redevelopment Authority under the Act.

(b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.

(c) The Redevelopment Project is not economically viable without the assistance of TIF and the CRA, to the extent applicable, would not undertake the Redevelopment Project absent the availability of TIF.

(d) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.

(e) The CRA shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the CRA in relation to the Redevelopment Project until the expiration of three (3) years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

(a) Redeveloper is a Nebraska municipal corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action have been duly authorized to execute and deliver this Redevelopment Agreement.

(b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.

(c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to acquire the Project Site and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) The Project as designed would not be economically feasible without the use of tax increment financing.

(f) The Project as designed would not occur on the Project Site or within the Redevelopment Area without the use of tax increment financing.

(g) Redeveloper has not, nor does it intend to apply to receive any tax incentives under the Nebraska Advantage Act for the Project.

ARTICLE III
OBLIGATIONS OF THE CRA; TAX INCREMENT FINANCING

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing for a period of fifteen (15) years thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall divide the ad valorem tax and capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the applicable phase of the Project Site and is generating the Tax Increment subject to capture by the CRA. Redeveloper shall notify the CRA of which lots shall comprise each phase and the Effective Date of each phase no later than June 1st in the calendar year of the Effective Date for each phase of the Project. The CRA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to July 1st in the year of the Effective Date for each phase of the Project.

The development comprising the Private Improvements shall be built in phases, with the total number of phases and the specific improvements included in each phase being based upon community need, the rate of construction, and the rate of absorption of the Private Improvements. Each phase of the Project will specifically identify the portion of the Redevelopment Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes. It is anticipated that Phase One of the Project will have an Effective Date of January 1, 2027, Phase Two of the Project will have an Effective Date that will be determined depending on the Phase Two construction schedule, and successive phases will have an Effective Date as determined pursuant to an amendment to this Redevelopment Agreement setting forth the additional details for the subsequent phases.

Because the Effective Date for each phase and the specific improvements included in each phase of the Project will be directly related to community need, the rate of construction, and the rate of absorption of the Private Improvements, Redeveloper may, upon written notice to the CRA, accelerate or delay the Effective Date for each phase of the Project. The Redeveloper shall notify the CRA of any proposed phase prior to June 1st in the calendar year of the effective date for each phase of the Project. The CRA shall file with the Gage County Assessor the "Notice to Divide Taxes" on or prior to July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the buildable lot(s) of record located within the Project Site constituting the Phase, the Base Valuation year for such phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment for each phase is the difference between the projected taxes payable for the year of the Effective Date and the taxes payable for the Base Valuation Year, as more particularly set forth on Exhibit "B".

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the project pursuant to Neb. Rev. Stat. § 18-2147 and this Agreement may be paid in the sixteenth (16th) year according to customary practices in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

The CRA shall incur or issue Series A TIF Indebtedness in a series of one (1) or more TIF Promissory Notes in the aggregate estimated amount not to exceed One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00), as calculated on the attached and incorporated Exhibit "C", to be issued to the Redeveloper or a lender of the Redeveloper ("TIF Indebtedness") for the Tax Increment produced by the Public Improvements and Private Improvements. The Series A TIF Indebtedness shall be in the form of the TIF Promissory Note attached hereto at Exhibit "D-1" and incorporated by this reference. The Series A TIF Note shall be assignable by Redeveloper.

Section 3.04 Use of TIF Indebtedness.

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of the TIF Promissory Notes or any TIF resolution issued by the CRA relating to this Project.

(b) The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to all payments from Tax Increment. All available Tax Increment from the Project shall be used to pay the Series A TIF Indebtedness in full before any of the Tax Increment is allocated to the debt service payment on the Series B TIF Indebtedness.

(c) All phases of the Project are intended to be a single redevelopment project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of any phase

of the Project which are not required to pay off TIF Indebtedness for the applicable phase shall first be used to pay the TIF Indebtedness for the other phases of the Project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of this agreement after the Series A TIF Indebtedness is paid in full, which residual TIF Revenues are therefore not required to pay off the Series A TIF Indebtedness may be used to pay or service Series B TIF Indebtedness to assist in the payment of any additional CRA improvements as set forth in Section 3.01(c) above within Redevelopment Area No. 12.

Section 3.05 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

Section 3.07 Document Retention

The CRA will retain, for the TIF Period specified in Exhibit "B", plus three (3) years, all documentation actually generated and received by the CRA in relation to the Project.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date. Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "E" and incorporated by this reference. When signed and accepted by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements. Redeveloper shall have no obligations or responsibility with respect to any additional improvements that the CRA decides to fund utilizing the Series B TIF.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

For each phase of the Project, Redeveloper shall submit to CRA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. The public improvements for each phase of the Project are part of a single redevelopment project and are deemed necessary for every phase of the Project. The TIF indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses for the entire Project. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation on the Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the

nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree not to protest any assessed value which is at or below the applicable minimum valuation.

(b) If, during the period of this Agreement, and after the respective Effective Date for each phase, the Project Site is assessed at less than the Minimum Project Valuation or the improvements on any lots is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site or individual lots upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) or request the property owner to make a payment in lieu of taxes in the amount of the Anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment ("Deficiency Payments"). Said Deficiency Payments may be calculated semi-annually in the same manner as tax payments generally, such that the lot owner shall make two (2) semi-annual Deficiency Payments, each equal to one-half (1/2) of the annual Deficiency Payment. Notwithstanding anything else to the contrary, Deficiency Payments shall be made within thirty (30) calendar days of written notice from the CRA to the Redeveloper.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15-year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CRA:

- (a) any conveyance as security for indebtedness
 - i. previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or
 - ii. any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.
- (b) any conveyance of any lot within the Project Site after completion of the Private Improvements, provided that the purchaser is: (1) not exempt from paying real estate taxes, and (2) agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to maintain the Minimum Lot Valuation and to make Deficiency Payments if the valuation of a lot is assessed less than the Minimum Lot Valuation.

Except for conveyances expressly permitted above, Redeveloper shall request consent to any assignment from the CRA and provide any additional information reasonably required

by the CRA as part of its consent to assignment prior to making any assignment hereunder.

ARTICLE V FINANCING PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the Series A TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) calendar days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) calendar days of Redeveloper receiving notice thereof.

ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

(a) The following events shall be an event of default under this Section 6.02:

(1) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) calendar days (not including any period covered pursuant to the terms of Section 6.04 below);

(2) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(3) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(4) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA.

In the event that such failure to perform, breach, or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the CRA being unable to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper or its successor in interest may be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment for the applicable lot(s) in the Project Site.

(b) Upon the occurrence of any event of default set forth in Section 6.02(a), Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform, breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment.

(c) The CRA shall continue to use the Tax Increment collected for any previous phases fully completed to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Should the Redeveloper wish to pursue further phases of the Project after having defaulted in the aforementioned manner, Redeveloper must reapply to secure Tax Increment Financing for the remaining phases.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02(a)), and such failure has not been cured within thirty (30) calendar days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law, including rescission or termination of this Redevelopment Agreement.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

The party seeking the benefit of the provisions of this section shall, within thirty (30) calendar days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and request an extension for the period of the forced delay.

Section 6.05 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither CRA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CRA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives

and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the gross negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.01 Termination.

Should the parties find this Redevelopment Agreement to no longer be beneficial or in their best interests, it may be terminated at any time given written agreement of both parties.

Section 7.02 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.03 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.04 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound. Provided, however, the parties anticipate amendments of this Redevelopment Agreement to address the terms of each subsequent phase of the Project, and the parties agree to negotiate such amendments in good faith and pursuant to the terms of this Redevelopment Agreement.

Section 7.05 Assignment.

Upon acquiring written consent from the CRA, The Redeveloper may assign its rights and obligations for any phase to an affiliated entity which shall be bound by all the terms of this Redevelopment Agreement with respect to said phase.

Section 7.06 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (1) the CRA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

ATTEST:

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE.

By: _____

Craig Zarybnicky, Secretary

By: _____

Doug Kennedy, Chairman

STATE OF NEBRASKA

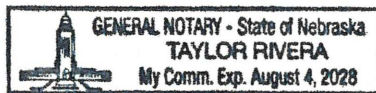
)

) ss.

COUNTY OF GAGE

)

The foregoing instrument was acknowledged before me this 5th day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Authority.



Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska, a municipal
Corporation, Grantor

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 and authorized signatory for the City of Beatrice, Nebraska, a municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Paddock Lane Elementary School Site, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #12
- (a) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

EXHIBIT "B"
CALCULATION OF TIF INDEBTEDNESS

1. **Assumed Base Value:** \$780,000.00
2. **Projected Final Value:** \$8,400,000
3. **Difference in Valuation:** \$7,620,000
4. **Assumed Tax Levy:** 1.686636
5. **Anticipated Tax Increment:** \$128,521.66
6. **TIF Indebtedness:**

- a. **Phases.** TIF Indebtedness generated by the Private Improvements that are completed in each phase shall constitute a single Project and a single source of Tax Increment. It is difficult to project an accurate number for the total TIF funds created from this project due to the uncertainty regarding the number of phases, length of each phase, and the specific improvements associated with each phase. The calculations of the TIF Indebtedness above are only meant to establish a rough estimate for the amount of potential TIF funds.
- b. **Series "A" Principal Amount.** The principal amount of the Series "A" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of the Minimum Project Valuation, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance.
- c. **Series "B" Principal Amount.** The principal amount of the Series "B" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of an additional One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00) over the Series "A" valuation at an interest rate of three zero (0%) per annum, subject to required debt service coverage, required reserve, and cost of issuance. The Series B TIF Indebtedness shall be subordinate to the Series A TIF Indebtedness and the payment of the Series A TIF Indebtedness shall have priority over any payments towards the Series B TIF Indebtedness.
- d. **Payments.** Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period are due and payable. The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to any payment.
- e. **Anticipated Maturity Date.** On or before December 31, 2041.

- f. **TIF Period.** The period for TIF on this Project will be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 2027 (tax year 2026 taxes paid in 2027) and terminating on December 31, 2041 (tax year 2041 taxes paid in 2042).

Notes: (1) The TIF Indebtedness amount may differ from the estimate amount of TIF Indebtedness set forth in Section 3.03(a) of this Redevelopment Agreement based upon any requirements of Redeveloper's lender that will purchase the TIF Indebtedness, such as a final approved interest rate different than the interest rate used in the projections.

(2) All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year, depending on the actual Tax Increment and actual tax levy for each year of the tax increment period.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:	Tax Levy	1.686636	
	Interest Rate (Series A)	0%	
	Interest Rate (Series B)	0%	
	Number of years	15	
Property Value Assumptions:		Assessed Value	Estimated Taxes
	Pre-Project	\$780,000.00	\$13,155.76
	Completed Project	\$8,400,000	\$141,677.42
	Difference	\$7,620,000	\$128,521.66
TIF Calculations:	Annual TIF Amount	\$128,521.66	
	Total TIF Indebtedness	\$1,927,842.95	
	TIF Indebtedness Amount – Series A	\$1,927,800.00	
	TIF Indebtedness Amount – Series B	\$1,927,800.00	

TIF USES

2.	Land Acquisition:	\$560,000
	Demolition:	\$125,000
	Grading:	\$151,242
	Site Preparation:	\$0
	Architect:	\$0
	Engineering:	\$103,000
	Legal:	\$0
	Water:	\$123,800
	Sanitary Sewer:	\$71,000
	Storm Sewer:	\$66,934
	Electrical:	\$200,000
	Lighting:	\$0
	Public Spaces:	\$0
	Public Parking:	\$0
	Street:	\$393,530
	Total:	\$1,794,506

*The figures listed on this Exhibit are approximated. The allocation of TIF funds and the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other financing. The Project involves acquiring substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted area, pursuant to Neb.Rev.Stat. §18-2103(28)(a). All improvements for which the Redeveloper is reimbursed using TIF funds shall be eligible expenditures under the Act.

EXHIBIT "D-1"
(FORM OF SERIES A TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,927,800.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PADDOCK LANE REDEVELOPMENT PROJECT)
SERIES 2026A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2041	0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid

by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Paddock Lane Redevelopment Project), Series 2026A, aggregating One Million One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)(the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Paddock Lane Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this note and the Series 2026B Note that may be issued for the Project, and payment of all installments of this Series A Note shall have priority over any installment of the Series B Note payable from the Tax Increment.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act

by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

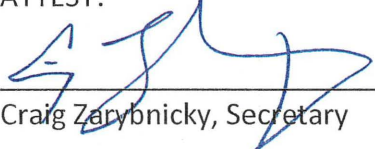
This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

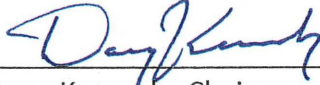
IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:



Craig Zarybnicky, Secretary

By: 

Doug Kennedy, Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: 

Authorized Signature

EXHIBIT "D-1"
(FORM OF SERIES A TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,927,800.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PADDOCK LANE REDEVELOPMENT PROJECT)
SERIES 2026A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2041	0%	December 5, 2025

Registered Holder	Principal Amount
City of Beatrice, Nebraska	One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid

by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Paddock Lane Redevelopment Project), Series 2026A, aggregating One Million One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)(the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Paddock Lane Elementary Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for that purpose.

The Holder of this Note acknowledges and understands that this Series B Note is junior in priority to the Series A Note issued for the Project. If the Tax Increment generated by the Project are insufficient to pay the amounts due on both Notes, the Series A Note will be paid first, and payments on the Series B Note shall only be made if there are available Tax Increment after all payments due on the Series A Note have been paid.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member

as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

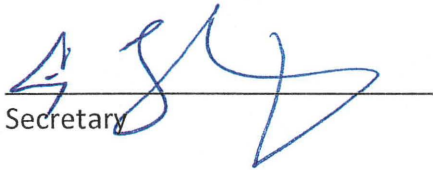
This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

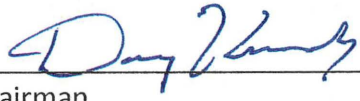
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:


Secretary

By: 
Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: 
Authorized Signature

EXHIBIT "E"

**CERTIFICATE OF COMPLETION OF IMPROVEMENTS
(Paddock Lane Redevelopment Project)**

The undersigned certifies, represents and warrants to the City of Beatrice, Nebraska, and the Community Redevelopment Authority of the City of Beatrice ("CRA") with regard to the following real property situated in the City of Beatrice, Gage County, Nebraska, to wit:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska

that the Private Improvements required to be constructed by the Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated September 20, 2024, as amended, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Gage County, Nebraska.

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

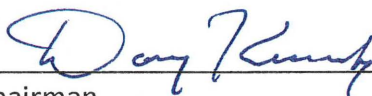
ACCEPTED by the Community Redevelopment Authority of the City of Beatrice this _____ day of _____, 20____.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

ATTEST:

By: _____
, Member

By:  _____
, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Agency.

Notary Public

Return to:

Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT "F"

**MEMORANDUM OF REDEVELOPMENT AGREEMENT
(Paddock Lane Redevelopment Project)**

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ____ day of December, 2025 by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a Nebraska municipal corporation ("Redeveloper").

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska ("Project Site").

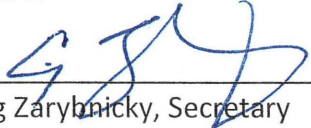
2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

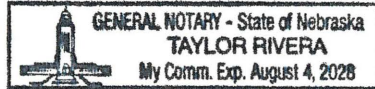
ATTEST:

By: 
Craig Zarybnicky, Secretary

By: 
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 5th day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.




Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

Robert Morgan, Mayor

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

- Redline -

**REDEVELOPMENT AGREEMENT
(Paddock Lane Redevelopment Project)**

This Redevelopment Agreement is made and entered into as of the ____ day of December, 2025, by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and City of Beatrice, Nebraska, a municipal corporation ("Redeveloper").

RECITALS

A. The CRA is a duly organized and existing community redevelopment authority, a body politic and corporate under the laws of the State of Nebraska, with lawful power and authority to enter into this Redevelopment Agreement.

B. The City of Beatrice, in furtherance of the purposes and pursuant to the provisions of Article VIII, Section 12 of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et seq., as amended (collectively the "Act"), has adopted a Redevelopment Plan for a blighted and substandard area designated by the City, including the Redevelopment Area.

C. Redeveloper submitted a redevelopment project proposal to redevelop the Project Site.

D. The proposed redevelopment project involves the redevelopment of the Paddock Lane Elementary School Site which has been replatted as Corral Crossing Addition, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #12 in accordance with the redevelopment plan. The project shall consist of the development of twenty-eight (28) residential lots.

D.E. The proposed redevelopment project will consist of up to ~~thirty (30)~~ twenty-eight (28) phases. ~~The proposed redevelopment project will consist of the redevelopment of the Paddock Lane Elementary School Site, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development.~~ The total number of phases and the improvements in each phase will be based upon community need, the rate of construction, and the rate of absorption of the Private Improvements.

E.F. The substantial investment necessary for such redevelopment of the Project Site is not economically feasible without the assistance of tax-increment financing ("TIF").

F.G. The CRA has approved the Redeveloper's proposed redevelopment project, including the utilization of tax-increment financing to provide for the construction of the eligible public improvements defined in this Redevelopment Agreement.

G.H. A phased redevelopment project, including the phasing of the division of ad valorem taxes for the project, is permitted under Section 18-2147 of the Act, which expressly authorizes the division of ad valorem taxes on portions of the real property in the redevelopment project for a period not to exceed fifteen (15) years. This Project will accordingly divide the ad valorem taxes on

each phase of the real property in the redevelopment project in different years, each for a period not to exceed fifteen (15) years.

I. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

J. This Redevelopment Agreement sets forth the specific details and obligations with respect to ~~Phase One of the Project and the parties contemplate amending the Redevelopment Agreement to set forth the details and obligations of subsequent phases~~ all phases of the Project.

K. CRA and Redeveloper desire to enter into this Redevelopment Agreement for redevelopment of the Project Site.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, CRA and Redeveloper do hereby covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01 Terms Defined in this Redevelopment Agreement.

Unless the context otherwise requires, the following terms shall have the following meanings for all purposes of this Redevelopment Agreement, such definitions to be equally applicable to both the singular and plural forms and masculine, feminine and neuter gender of any of the terms defined:

A. "Act" means Article VIII, Section 12 of the Nebraska Constitution, Neb. Rev. Stat. §§ 18-2101 et seq., as amended, and acts amendatory thereof and supplemental thereto.

B. "Base Valuation Year" means the tax year prior to the year of the Effective Date. For the Project and this Agreement, the Base Valuation Year is the 20256 tax year.

C. "City" means the City of Beatrice, Nebraska.

D. "County" means Gage County, Nebraska.

E. "CRA" means Community Redevelopment Authority of the City of Beatrice.

F. "Effective Date" Effective Date" means the date to begin dividing taxes. Each phase of the Project shall have a separate Effective Date. Phase One of the Project will begin in 20256 and the tax increment resulting from the increased valuation will begin to accrue in 20267 making the Effective Date for Phase One of this Project January 1, 20267. As such, the tax year for the Effective Date for Phase One shall be tax year 20256, taxes paid in 20267. The Effective Dates for subsequent phases will be determined prior to undertaking a new phase, and shall be

conclusively determined based upon the filing of the Notice to Divide Taxes for each subsequent phase.

G. "Eligible Project Costs" means only costs or expenses incurred by Redeveloper for Public Improvements that are eligible for reimbursement under the Act.

H. "Minimum Project Valuation" means the amount of ~~Five Million Six Hundred Thousand Dollars (\$5,600,000.00)~~ Eight Million Four Hundred Thousand Dollars (\$8,400,000.00). ~~Because the project site has been used as a school for approximately sixty (60) years, the Project Site has been tax exempt for that period; and there has been no assessed value of the Project Site. The anticipated final valuation of the Project is estimated to be approximately Five Million Six Hundred Thousand Dollars (\$5,600,000.00).~~ The Minimum Project Valuation has been established at the value necessary to cover the debt service payments on the Series A TIF Indebtedness and Series B TIF Indebtedness.

I. "Minimum Lot Valuation" means the amount of Three Hundred Thousand Dollars (\$300,000.00) for the improvements on each of the twenty-eight (28) residential lots.

J. "Private Improvements" means all the private improvements to be constructed on the Project Site as more particularly described on Exhibit "A".

K. "Project" means the work undertaken in the Redevelopment Area which is necessary or incidental to the proper clearance, development, or redevelopment of blighted and substandard conditions in the Redevelopment Area, which shall include improvements to the Project Site and adjacent thereto, including the Private Improvements and Public Improvements defined herein and described on Exhibit "A" attached and incorporated by this reference.

L. "Project Completion Date" means December 31, ~~2026~~ 2035.

M. "Project Site" means all that certain real property situated in the City of Beatrice, Gage County, Nebraska, more particularly described on Exhibit "A".

N. "Public Improvements" shall include all the public improvements more particularly described on Exhibit "A" which are eligible improvements under the Act. The costs of the Public Improvements include the debt service payments of the TIF Indebtedness.

O. "Redeveloper" means City of Beatrice, Nebraska, a municipal corporation.

P. "Redevelopment Agreement" means this Redevelopment Agreement between the CRA and Redeveloper with respect to the Project.

Q. "Redevelopment Area" means the Redevelopment Area No. 12 that is set forth in the Redevelopment Plan.

R. "Redevelopment Plan" means the Plan Modification WW for the Development Plan for Development Area No. 12 approved by the City on April 15, 2024 pursuant to the Act.

S. "Tax Increment" means incremental ad valorem taxes generated by the Project which are allocated to and paid to the CRA pursuant to the Act, as more particularly described in Section 3.02 of this Redevelopment Agreement.

I. "TIF Indebtedness" means any bonds, notes, loans and advances of money or other indebtedness, including interest thereon, issued by the CRA and secured in whole or in part by the Tax Increment. The parties anticipate that the TIF Indebtedness for the Project shall be issued in a series of TIF Notes in connection with the phases of the Project.

Section 1.02 Construction and Interpretation.

The provisions of this Redevelopment Agreement shall be construed and interpreted in accordance with the following provisions:

(a) This Redevelopment Agreement shall be interpreted in accordance with and governed by the laws of the State of Nebraska, including the Act.

(b) Wherever in this Redevelopment Agreement it is provided that any person may do or perform any act or thing the word "may" shall be deemed permissive and not mandatory and it shall be construed that such person shall have the right, but shall not be obligated, to do and perform any such act or thing.

(c) The phrase "at any time" shall be construed as meaning "at any time or from time to time."

(d) The word "including" shall be construed as meaning "including, but not limited to."

(e) The words "will" and "shall" shall each be construed as mandatory.

(f) The words "herein," "hereof," "hereunder," "hereinafter" and words of similar import shall refer to the Redevelopment Agreement as a whole rather than to any particular paragraph, section or subsection, unless the context specifically refers thereto.

(g) Forms of words in the singular, plural, masculine, feminine or neuter shall be construed to include the other forms as the context may require.

(h) The captions to the sections of this Redevelopment Agreement are for convenience only and shall not be deemed part of the text of the respective sections and shall not vary by implication or otherwise any of the provisions hereof.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the CRA.

The CRA makes the following representations and findings:

- (a) The CRA is a duly organized and validly existing Community Redevelopment Authority under the Act.
- (b) The CRA deems it to be in the public interest and in furtherance of the purposes of the Act to accept the proposal submitted by Redeveloper for the redevelopment of the Project Site as specified herein.
- (c) The Redevelopment Project is not economically viable without the assistance of TIF and the CRA, to the extent applicable, would not undertake the Redevelopment Project absent the availability of TIF.
- (d) The Project will achieve the public purposes of the Act by, among other things, increasing employment, increasing the tax base, and lessening blighted and substandard conditions in the Redevelopment Area.
- (e) The CRA shall retain copies of all supporting documents (as defined under section 18-2119(4) of the Act) actually generated and received by the CRA in relation to the Redevelopment Project until the expiration of three (3) years following the end of the last fiscal year in which TIF Revenues are divided in relation to the Redevelopment Project.

Section 2.02 Representations of Redeveloper.

Redeveloper makes the following representations and findings:

- (a) Redeveloper is a Nebraska municipal corporation, having the power to enter into this Redevelopment Agreement and perform all obligations contained herein and by proper action have been duly authorized to execute and deliver this Redevelopment Agreement.
- (b) The execution and delivery of the Redevelopment Agreement and the consummation of the transactions therein contemplated will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness or any contract, loan agreement or lease to which Redeveloper is a party or by which it is bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature upon any of the property or assets of Redeveloper contrary to the terms of any instrument or agreement.
- (c) There is no litigation pending or to the best of its knowledge threatened against Redeveloper affecting its ability to carry out the acquisition, construction, equipping and furnishing of the Project or the carrying into effect of this Redevelopment Agreement or, except

as disclosed in writing to the CRA, as to any other matter materially affecting the ability of Redeveloper to perform its obligations hereunder.

(d) Redeveloper has contracted to acquire the Project Site and shall own the Project Site in fee simple and free from any liens, encumbrances, or restrictions which would prevent the performance of this Agreement by Redeveloper.

(e) The Project as designed would not be economically feasible without the use of tax increment financing.

(f) The Project as designed would not occur on the Project Site or within the Redevelopment Area without the use of tax increment financing.

(g) Redeveloper has not, nor does it intend to apply to receive any tax incentives under the Nebraska Advantage Act for the Project.

ARTICLE III OBLIGATIONS OF THE CRA; TAX INCREMENT FINANCING

Section 3.01 Capture of Tax Increment.

Subject to the contingencies described below and to all of the terms and conditions of this Agreement, commencing for the tax year of the Effective Date for each phase of the Project and continuing for a period of fifteen (15) years thereafter, the CRA shall capture the Tax Increment from the Private Improvements pursuant to the Nebraska Community Development Law. The CRA shall divide the ad valorem tax and capture the Tax Increment generated by the Project Site for a total period not to exceed fifteen (15) years after the Private Improvements have been included in the assessed valuation of the applicable phase of the Project Site and is generating the Tax Increment subject to capture by the CRA. Redeveloper shall notify the CRA of which lots shall comprise each phase and the Effective Date of each phase no later than June 1st in the calendar year of the Effective Date for each phase of the Project. The CRA shall file with the County Assessor the "Notice to Divide Taxes" on or prior to July 1st in the year of the Effective Date for each phase of the Project.

The development comprising the Private Improvements shall be built in phases, with the total number of phases and the specific improvements included in each phase being based upon community need, the rate of construction, and the rate of absorption of the Private Improvements. Each phase of the Project will specifically identify the portion of the Redevelopment Site that will be developed in that phase. In order to optimize the Tax Increment for the Project, each phase shall have a separate "Effective Date" for the division of ad valorem taxes. It is anticipated that Phase One of the Project will have an Effective Date of January 1, 2027, Phase Two of the Project will have an Effective Date that will be determined depending on the Phase Two construction schedule, and successive phases will have an Effective Date as determined pursuant to an amendment to this Redevelopment Agreement setting forth the additional details for the subsequent phases.

Because the Effective Date for each phase and the specific improvements included in each phase of the Project will be directly related to community need, the rate of construction, and the rate of absorption of the Private Improvements, Redeveloper may, upon written notice to the CRA, accelerate or delay the Effective Date for each phase of the Project. The Redeveloper shall notify the CRA of any proposed phase prior to June 1st in the calendar year of the effective date for each phase of the Project. The CRA shall file with the Gage County Assessor the "Notice to Divide Taxes" on or prior to July 1 in the calendar year of the Effective Date for each phase of the Project, which shall identify the legal description of the buildable lot(s) of record located within the Project Site constituting the Phase, the Base Valuation year for such phase, and the year in which the tax division becomes effective (calendar year of the Effective Date) for said phase.

Section 3.02 Tax Increment.

The term Tax Increment shall mean, in accordance with Neb. Rev. Stat. § 18-2147 of the Nebraska Community Development Law, the difference between the ad valorem tax which is produced by the tax levy (fixed each year by the County Board of Equalization) for the Project Site before the completion of the construction of the Private Improvements and the ad valorem tax which is produced by the tax levy for the Project Site after completion of construction of the Private Improvements as part of the Project. For this Project, the anticipated Tax Increment for each phase is the difference between the projected taxes payable for the year of the Effective Date and the taxes payable for the Base Valuation Year, as more particularly set forth on Exhibit "B".

The parties acknowledge and understand that ad valorem taxes in Nebraska are typically paid in arrears in the year following the year said taxes are due. Accordingly, the Tax Increment created in the fifteenth (15th) year of the project pursuant to Neb. Rev. Stat. § 18-2147 and this Agreement may be paid in the sixteenth (16th) year according to customary practices in Nebraska. Said payment in arrears only affects the timing of tax payments, but does not in any way affect or limit the fifteenth (15th) year division of taxes.

Section 3.03 Issuance of TIF Indebtedness.

The CRA shall incur or issue Series A TIF Indebtedness in a series of one (1) or more TIF Promissory Notes in the aggregate estimated amount not to exceed One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00), as calculated on the attached and incorporated Exhibit "C", to be issued to the Redeveloper or a lender of the Redeveloper ("TIF Indebtedness") for the Tax Increment produced by the Public Improvements and Private Improvements. The Series A TIF Indebtedness shall be in the form of the TIF Promissory Note attached hereto at Exhibit "D-1" and incorporated by this reference. The Series A TIF Note shall be assignable by Redeveloper.

Section 3.04 Use of TIF Indebtedness.

(a) CRA will collect the Tax Increment and use said Tax Increment to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Notwithstanding the foregoing, the amount of the TIF Indebtedness that the CRA

agrees to service and repay with the Tax Increment shall not exceed the amount of the Eligible Project Costs certified pursuant to Section 4.02. In addition, the CRA shall retain an amount sufficient to pay its reasonable and necessary cost of issuance. The Tax Increment, less the CRA's costs set forth above, shall be paid pursuant to the terms and schedules of the TIF Promissory Notes or any TIF resolution issued by the CRA relating to this Project.

(b) The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to all payments from Tax Increment. All available Tax Increment from the Project shall be used to pay the Series A TIF Indebtedness in full before any of the Tax Increment is allocated to the debt service payment on the Series B TIF Indebtedness.

(c) All phases of the Project are intended to be a single redevelopment project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of any phase of the Project which are not required to pay off TIF Indebtedness for the applicable phase shall first be used to pay the TIF Indebtedness for the other phases of the Project. Any residual TIF Revenues collected by the CRA during the fifteen (15) year term of this agreement after the Series A TIF Indebtedness is paid in full, which ~~are residual TIF Revenues are therefore~~ not required to pay off the Series A TIF Indebtedness ~~for all phases of the Project, shall~~ may be used to pay or service Series B TIF Indebtedness to assist in the payment of any additional CRA improvements as set forth in Section 3.01(c) above within Redevelopment Area No. 12.

Section 3.05 Creation of Fund.

CRA will create a special fund to collect and hold the receipts of the Tax Increment. Such special fund shall be used for no purpose other than to pay TIF Indebtedness issued pursuant to Section 3.03 above.

Section 3.06 Projected TIF Sources and Uses.

In addition to the TIF Indebtedness calculation formula set forth on Exhibit "B", Redeveloper's anticipated TIF sources and eligible uses are attached and incorporated for the parties' reference as Exhibit "C."

Section 3.07 Document Retention

The CRA will retain, for the TIF Period specified in Exhibit "B", plus three (3) years, all documentation actually generated and received by the CRA in relation to the Project.

ARTICLE IV OBLIGATIONS OF REDEVELOPER

Section 4.01 Construction of Project; Insurance.

(a) Redeveloper will complete the Public Improvements and the Private Improvements as described on Exhibit "A" and install all equipment necessary to operate the Public Improvements and the Private Improvements no later than the Project Completion Date.

Redeveloper shall be solely responsible for obtaining all permits and approvals necessary to acquire, construct and equip the Public Improvements and the Private Improvements. Until construction of the Public Improvements and the Private Improvements has been completed, Redeveloper shall make reports in such detail and at such times as may be reasonably requested by the CRA as to the actual progress of Redeveloper with respect to construction of the Public Improvements and the Private Improvements. Promptly after completion by Redeveloper of the Public Improvements and the Private Improvements, Redeveloper shall furnish to the CRA a Certificate of Completion in the form attached hereto as Exhibit "E" and incorporated by this reference. When signed and accepted by the CRA, the certification by Redeveloper shall be a conclusive determination of satisfaction of the agreements and covenants in this Redevelopment Agreement with respect to the obligations of Redeveloper to construct the Public Improvements and the Private Improvements. Redeveloper shall have no obligations or responsibility with respect to any additional improvements that the CRA decides to fund utilizing the Series B TIF.

(b) Any contractor chosen by Redeveloper or Redeveloper itself shall be required to obtain and keep in force at all times until completion of construction, policies of insurance including coverage for contractors' general liability and completed operations (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance) and a penal bond as required by the Act. Redeveloper shall be named as an additional insured. Any contractor chosen by Redeveloper or Redeveloper itself, as an owner, shall be required to purchase and maintain property insurance upon the Project to the full insurable value thereof (provided that Redeveloper may self-insure in lieu of obtaining and keeping in force such policy of insurance). This insurance shall insure against the perils of fire and extended coverage and shall include "special causes of loss" insurance for physical loss or damage.

Section 4.02 Cost Certification.

For each phase of the Project, Redeveloper shall submit to CRA a certification of Eligible Project Costs, after expenditure of such project costs. Redeveloper may, at its option, submit one or more partial Eligible Project Costs Certifications prior to expenditure of all Eligible Project Costs providing certification of receipt of billings for work in progress. The ~~initial public improvements may be reasonably allocated between the various~~ for each phases of the Project are part of a single redevelopment project and are deemed necessary for every phase of the Project. ~~†~~The TIF indebtedness generated from each phase of the Project shall be used to assist with the payment of the eligible expenses for the entire Project. All Eligible Project Costs Certifications shall be subject to review and approval by the CRA. Determinations by the CRA whether costs included in the Eligible Project Costs Certification are properly included in Eligible Project Costs as defined in this Agreement shall be made in its sole discretion and shall be conclusive and binding on Redeveloper.

Section 4.03 No Discrimination.

Redeveloper agrees and covenants for itself, its successors and assigns that as long as this Redevelopment Agreement is outstanding, it will not discriminate against any person or group of persons on account of race, sex, color, religion, national origin, ancestry, disability, marital status or receipt of public assistance in connection with the Project. Redeveloper, for itself and its

successors and assigns, agrees that during the construction of the Project, Redeveloper will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status or receipt of public assistance. Redeveloper will comply with all applicable federal, state and local laws related to the Project.

Section 4.04 Pay Real Estate Taxes.

(a) Redeveloper intends to create a taxable real property valuation ~~of the Project and on the~~ Project Site of not less than the Minimum Project Valuation no later than the Effective Date of the final phase of the Project. During the period of this Agreement, Redeveloper, its successors and assigns, will: (1) not protest a real estate property valuation of the Project and Project Site to a sum less than or equal to the Minimum Project Valuation; and (2) not convey the Project Site or structures thereon to any entity which would be exempt from the payment of real estate taxes or cause the nonpayment of such real estate taxes. Each purchaser of a lot within the Project Site shall be subject to this provision so as to agree not to protest any assessed value which is at or below the applicable minimum valuation.

(b) If, during the period of this Agreement, and after the respective Effective Date for each phase, the Project Site is assessed at less than the Minimum Project Valuation or the improvements on any lots is assessed at less than the Minimum Project Valuation, Redeveloper shall either: (1) successfully protest the valuation of the Project Site or individual lots upwards such that the valuation is equal to or greater than the Minimum Project Valuation; or (2) or request the property owner to make a payment in lieu of taxes in the amount of the Anticipated Tax Increment, as defined in Exhibit "B", exceeds the actual Tax Increment ("Deficiency Payments"). Said Deficiency Payments may be calculated semi-annually in the same manner as tax payments generally, such that the lot owner shall make two (2) semi-annual Deficiency Payments, each equal to one-half (1/2) of the annual Deficiency Payment. Notwithstanding anything else to the contrary, Deficiency Payments shall be made within thirty (30) calendar days of written notice from the CRA to the Redeveloper.

Section 4.05 No Assignment or Conveyance.

Redeveloper shall not convey, assign or transfer the Project Site or any interest therein prior to the termination of the 15-year period commencing on the Effective Date specified in Section 3.01 hereof without the prior written consent of the CRA, which shall not be unreasonably withheld and which the CRA may make subject to any terms or conditions it reasonably deems appropriate, except for the following conveyances, which shall be permitted without consent of the CRA:

- (a) any conveyance as security for indebtedness
 - i. previously incurred by Redeveloper or incurred by Redeveloper after the effective date for Project costs or any subsequent physical improvements to the premises with the outstanding principal amount of all such indebtedness (whether incurred prior to or after the effective date of this Agreement) secured by the Project Site which shall have lien priority over the obligations of Redeveloper pursuant to this Redevelopment Agreement, or

- ii. any additional or subsequent conveyance as security for indebtedness incurred by Redeveloper for Project costs or any subsequent physical improvements to the premises provided that any such conveyance shall be subject to the obligations of Redeveloper pursuant to this Redevelopment Agreement.

(b) any conveyance of any lot within the Project Site after completion of the Private Improvements, provided that the purchaser is: (1) not exempt from paying real estate taxes, and (2) agrees to assume all obligations of Redeveloper with respect to said lot, including, without limitation, the obligation to maintain the Minimum Lot Valuation and to make Deficiency Payments if the valuation of a lot is assessed less than the Minimum Lot Valuation.

Except for conveyances expressly permitted above, Redeveloper shall request consent to any assignment from the CRA and provide any additional information reasonably required by the CRA as part of its consent to assignment prior to making any assignment hereunder.

ARTICLE V FINANCING PROJECT; ENCUMBRANCES

Section 5.01 Financing.

Redeveloper shall pay all costs for the construction of the Private Improvements and the Public Improvements. Redeveloper shall be responsible for arranging all necessary financing for the construction of the Public Improvements and Private Improvements, including, with respect to the Public Improvements, the Series A TIF Indebtedness.

Section 5.02 Encumbrances.

Redeveloper shall not create any lien, encumbrance or mortgage on the Project or the Project Site except, (a) encumbrances which secure indebtedness incurred to acquire, construct and equip the Project or for any other physical improvements to the Project Site, (b) easements and rights of entry granted by Redeveloper, (c) construction and materialman liens that may be filed in connection with the construction of the Private Improvements so long as any such lien is discharged or bonded within ninety (90) calendar days of completion of the Private Improvements, and (d) any other liens so long as any such lien is satisfied and released or substitute security is posted in lieu thereof within ninety (90) calendar days of Redeveloper receiving notice thereof.

ARTICLE VI DEFAULT, REMEDIES; INDEMNIFICATION

Section 6.01 General Remedies of the CRA and Redeveloper.

Subject to the further provisions of this Article VI, in the event of any failure to perform or breach of this Redevelopment Agreement or any of its terms or conditions, by either party

hereto or any successor to such party, such party, or successor, shall, upon written notice from the other, proceed immediately to commence such actions as may be reasonably designed to cure or remedy such failure to perform or breach which cure or remedy shall be accomplished within a reasonable time by the diligent pursuit of corrective action. In case such action is not taken, or diligently pursued, or the failure to perform or breach shall not be cured or remedied within a reasonable time, this Redevelopment Agreement shall be in default and the aggrieved party may institute such proceedings as may be necessary or desirable to enforce its rights under this Redevelopment Agreement, including, but not limited to, proceedings to compel specific performance by the party failing to perform or in breach of its obligations; provided that, in view of the additional remedies of the CRA set out in Section 6.02, the remedy of specific performance by Redeveloper shall not include or be construed to include the covenant to build or construct the Private Improvements or Project.

Section 6.02 Additional Remedies of the CRA.

(a) The following events shall be an event of default under this Section 6.02:

(1) Redeveloper, or successor in interest, shall fail to complete the construction of the Project on or before the Project Completion Date, or shall abandon construction work for any period of one hundred twenty (120) calendar days (not including any period covered pursuant to the terms of Section 6.04 below);

(2) Redeveloper, or successor in interest, shall fail to pay real estate taxes or assessments on the Project Site or any part thereof when due, and such taxes or assessments or payments in lieu of taxes shall not have been paid, or provisions satisfactory to the CRA made for such payment within thirty (30) days following written notice from the CRA;

(3) Redeveloper does not maintain an assessed valuation equal to or greater than the Minimum Project Valuation for the Project Site for the term of this Agreement and fails to satisfy the obligations of Section 4.04(b) of this Agreement; or

(4) There is, in violation of Section 4.05 of this Redevelopment Agreement, transfer of the Project Site or any part thereof, and such failure or action by Redeveloper has not been cured within 30 days following written notice from the CRA.

In the event that such failure to perform, breach, or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the CRA being unable to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper or its successor in interest may be obligated, on an annual basis, to remit the sum by which the anticipated Tax Increment exceeds the actual Tax Increment for the applicable lot(s) in the Project Site.

(b) Upon the occurrence of any event of default set forth in Section 6.02(a), Redeveloper shall be in default of this Redevelopment Agreement; and such failure to perform,

breach or default is not cured in the period herein provided, the parties agree that the damages caused to the CRA would be difficult to determine with certainty. To the extent that such failure results in the fact that the CRA is not able to capture the full amount of the anticipated Tax Increment contemplated hereunder, Redeveloper shall be obligated, on an annual basis, to remit the sum by which the Anticipated Tax Increment exceeds the actual Tax Increment.

(c) The CRA shall continue to use the Tax Increment collected for any previous phases fully completed to pay debt service on the TIF Indebtedness incurred as provided in Section 3.03 of this Redevelopment Agreement. Should the Redeveloper wish to pursue further phases of the Project after having defaulted in the aforementioned manner, Redeveloper must reapply to secure Tax Increment Financing for the remaining phases.

Section 6.03 Remedies in the Event of Other Redeveloper Defaults.

In the event Redeveloper fails to perform any other provisions of this Redevelopment Agreement (other than those specific provisions contained in Section 6.02(a)), and such failure has not been cured within thirty (30) calendar days following written notice from the CRA, then Redeveloper shall be in default. In such an instance, the CRA may seek to enforce the terms of this Redevelopment Agreement or exercise any other remedies that may be provided in this Redevelopment Agreement or by applicable law, including rescission or termination of this Redevelopment Agreement.

Section 6.04 Forced Delay Beyond Party's Control.

For the purposes of any of the provisions of this Redevelopment Contract, neither the Authority nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the conveyance or preparation of the Premises for redevelopment, or the beginning and completion of construction of the Project, or progress in respect thereto, in the event of forced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays in subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such forced delay, the time or times for performance of the obligations of the Authority or of the Redeveloper with respect to construction of the Project, as the case may be, shall be extended for the period of the forced delay.

The party seeking the benefit of the provisions of this section shall, within thirty (30) calendar days after the beginning of any such forced delay, have first notified the other party thereof in writing, and of the cause or causes thereof and request an extension for the period of the forced delay.

Section 6.05 Limitation of Liability; Indemnification.

(a) Notwithstanding anything in this Article VI or this Redevelopment Agreement to the contrary, neither the CRA, City, nor their officers, directors, employees, agents or their governing bodies shall have any pecuniary obligation or monetary liability under this Redevelopment Agreement. The obligation of the CRA on any TIF Indebtedness shall be limited solely to the Tax Increment pledged as security for such TIF Indebtedness. Specifically, but without limitation, neither CRA, City, nor their officers, directors, employees, agents or their governing bodies shall be liable for any costs, liabilities, actions, demands, or damages for failure of any representations, warranties or obligations hereunder. Redeveloper releases the CRA, City, and their respective officers, directors, employees, agents and governing bodies from and agrees that the CRA, City, and their respective officers, directors, employees, agents and governing bodies shall not be liable for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Private Improvements.

(b) Redeveloper agrees to indemnify, defend (at the CRA's and/or the City's option) and hold harmless the CRA, the City, their respective employees, officials, agents, representatives and volunteers from and against any and all liabilities, damages, injuries (including death), property damage (including loss of use), claims, liens, judgments, costs, expenses, suits, actions, or proceedings and reasonable attorney's fees, and actual damages of any kind or nature, arising out of or in connection with any aspect of the acts, omissions, negligence or willful misconduct of Redeveloper, its employees, agents, officers, contractors or subcontractors, or Redeveloper's performance or failure to perform under the terms and conditions of this Redevelopment Agreement. Such indemnification, hold harmless and defense obligation shall exclude only such liability actions as arise directly out of the gross negligence or willful misconduct of the CRA or the City. The indemnification and defense obligations set forth herein shall survive the termination of this Redevelopment Agreement.

**ARTICLE VII
MISCELLANEOUS**

Section 7.01 Termination.

Should the parties find this Redevelopment Agreement to no longer be beneficial or in their best interests, it may be terminated at any time given written agreement of both parties.

Section 7.02 Memorandum.

A Memorandum of this Redevelopment Agreement shall be recorded with the County Register of Deeds. The form of the Memorandum is attached as Exhibit "F" and incorporated by this reference.

Section 7.03 Governing Law.

This Redevelopment Agreement shall be governed by the laws of the State of Nebraska, including the Act.

Section 7.04 Binding Effect; Amendment.

This Redevelopment Agreement shall be binding on the parties hereto and their respective successors and assigns. This Redevelopment Agreement shall run with the Project Site. The Redevelopment Agreement shall not be amended except by a writing signed by the party to be bound. Provided, however, the parties anticipate amendments of this Redevelopment Agreement to address the terms of each subsequent phase of the Project, and the parties agree to negotiate such amendments in good faith and pursuant to the terms of this Redevelopment Agreement.

Section 7.05 Assignment.

Upon acquiring written consent from the CRA, The Redeveloper may assign its rights and obligations for any phase to an affiliated entity which shall be bound by all the terms of this Redevelopment Agreement with respect to said phase.

Section 7.06 No Agency or Partnership.

This Redevelopment Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between: (1) the CRA and/or the City; and (2) the Redeveloper, or any officer, employee, contractor or representative of Redeveloper. No joint employment is intended or created by this Redevelopment Agreement for any purpose. Redeveloper agrees to so inform its employees, agents, contractors and subcontractors who are involved in the implementation of or construction under this Redevelopment Agreement.

IN WITNESS WHEREOF, the CRA and Redeveloper have signed this Redevelopment Agreement as of the date and year first above written.

ATTEST:

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of December, 2025, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic, on behalf of the Authority.

Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska, a municipal Corporation, Grantor

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 and authorized signatory for the City of Beatrice, Nebraska, a municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public

EXHIBIT "A"

DESCRIPTION OF PROJECT

The Project shall be undertaken by Redeveloper on the Project Site which is legally described as follows:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

The Project shall consist of the following:

- (a) **Private Improvements.** The Project consists of the redevelopment of the Paddock Lane Elementary School Site, located at 1300 North 14th Street, Beatrice, Nebraska into a residential housing development and all required public infrastructure improvements within Redevelopment Area #12
- (a) **Public Improvements.** The TIF funds will be used to reimburse the Redeveloper for the cost of site acquisition, site development, engineering fees, public utilities and infrastructure. These public improvements are eligible improvements under the Act pursuant to this Redevelopment Agreement; paid for, in part, by the Tax Increment created by the Private Improvements.

~~*Subsequent to the approval of this Redevelopment Agreement, 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"
CALCULATION OF TIF INDEBTEDNESS

1. Assumed Base Value: \$780,000.00
2. Projected Final Value: \$8,400,000 (~~Minimum Project Valuation = \$0.00~~)
3. Difference in Valuation: \$7,620,000
4. Assumed Tax Levy: 1.686636
5. Anticipated Tax Increment: \$128,521.66
6. TIF Indebtedness:

a. Phases. TIF Indebtedness generated by the Private Improvements that are completed in each phase shall constitute a single Project and a single source of Tax Increment. It is difficult to project an accurate number for the total TIF funds created from this project due to the uncertainty regarding the number of phases, length of each phase, and the specific improvements associated with each phase. The calculations of the TIF Indebtedness above are only meant to establish a rough estimate for the amount of potential TIF funds.

a.b. Series "A" Principal Amount. The principal amount of the Series "A" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of the Minimum Project Valuation, subject to required debt service coverage, final approved interest rate, required reserve, and cost of issuance.

b.c. Series "B" Principal Amount. The principal amount of the Series "B" TIF Indebtedness shall be the amount, together with interest accruing thereon, which can be amortized by the Maturity Date, solely from the Tax Increment based upon the current aggregate ad valorem tax rate applicable by an assumed valuation of an additional ~~One Million Two Hundred Forty Thousand Dollars (\$1,240,000.00)~~ One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00) over the Series "A" valuation at an interest rate of three ~~percent~~ zero (30%) per annum, subject to required debt service coverage, required reserve, and cost of issuance. The Series B TIF Indebtedness shall be subordinate to the Series A TIF Indebtedness and the payment of the Series A TIF Indebtedness shall have priority over any payments towards the Series B TIF Indebtedness.

e.d. Payments. Payments shall be made semi-annually with interest only payments until real estate taxes are fully collected for the tax year of the Effective Date in an amount sufficient to fully amortize the TIF Indebtedness on or before the final payment of taxes in the fifteenth (15th) year of the tax increment period are due and payable. The Series A TIF Indebtedness shall have priority over the Series B TIF Indebtedness with regard to any payment.

e.e. Anticipated Maturity Date. On or before December 31, 2041.

e-f. **TIF Period.** The period for TIF on this Project will be fifteen (15) years, anticipated to commence on the Effective Date of January 1, 202~~6~~7 (tax year 202~~5~~6 taxes paid in 202~~7~~7) and terminating on December 31, 204~~1~~1 (tax year 2041 taxes paid in 204~~2~~2).

Notes: (1) The TIF Indebtedness amount may differ from the estimate amount of TIF Indebtedness set forth in Section 3.03(a) of this Redevelopment Agreement based upon any requirements of Redeveloper's lender that will purchase the TIF Indebtedness, such as a final approved interest rate different than the interest rate used in the projections.

(2) All calculations are based on assumptions and estimates of future values that may be different than the values that are actually calculated or may vary from year to year, depending on the actual Tax Increment and actual tax levy for each year of the tax increment period.

EXHIBIT "C"
PROJECTED TIF SOURCES AND USES

1. TIF SOURCES

Assumptions:	Tax Levy	<u>1.686636</u>
	Interest Rate (Series A)	<u>0%</u>
	Interest Rate (Series B)	<u>0%</u>
	Number of years	15

Property Value Assumptions:	Assessed Value	Estimated Taxes
	Pre-Project	\$ <u>780,000.00</u>
	Completed Project	\$ <u>8,400,000</u>
	Difference	\$ <u>7,620,000</u>
		\$ <u>128,521.66</u>

TIF Calculations:	Annual TIF Amount	<u>\$128,521.66</u>
	Total TIF Indebtedness	<u>\$1,927,842.95</u>
	TIF Indebtedness Amount – Series A	<u>\$1,927,800.00</u>
	TIF Indebtedness Amount – Series B	<u>\$1,927,800.00</u>

TIF USES

2.	Land Acquisition:	\$560,000
	Demolition:	\$125,000
	Grading:	\$151,242
	Site Preparation:	\$0
	Architect:	\$0
	Engineering:	\$103,000
	Legal:	\$0
	Water:	\$123,800
	Sanitary Sewer:	\$71,000
	Storm Sewer:	\$66,934
	Electrical:	\$200,000
	Lighting:	\$0
	Public Spaces:	\$0
	Public Parking:	\$0
	Street:	\$393,530
	Total:	<u>\$1,794,506</u>

*The figures listed on this Exhibit are approximated. The allocation of TIF funds and the specific public improvements that will be constructed may be revised over time based on changing needs and available TIF and other financing. The Project involves acquiring substandard and blighted areas or portions thereof, including lands, structures, or improvements the acquisition of which is necessary or incidental to the proper clearance, development, or redevelopment of such substandard and blighted area, pursuant to Neb.Rev.Stat. §18-2103(28)(a). All improvements for which the Redeveloper is reimbursed using TIF funds shall be eligible expenditures under the Act.

**EXHIBIT “D-1”
(FORM OF SERIES A TIF NOTE)**

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (“THE 1933 ACT”) AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,927,800.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PADDOCK LANE REDEVELOPMENT PROJECT—~~PHASE 1~~)
SERIES ~~2024A~~2026A

Maturity Date	Interest Rate	Original Issuance Date
December 31, 204 <u>1</u>	0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	<u>One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)</u>

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the “Issuer”), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued Interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid

by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Paddock Lane Redevelopment Project), Series ~~2024A2026A~~, aggregating ~~One Million Two Hundred Forty Thousand Dollars (\$1,240,000.00)~~ One Million —One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Paddock Lane Redevelopment Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for the purpose of paying this note and the Series ~~2024B2026B~~ Note that may be issued for the Project, and payment of all installments of this Series A Note shall have priority over any installment of the Series B Note payable from the Tax Increment.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the

construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "D-2"
(FORM OF SERIES B TIF NOTE)

THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 ("THE 1933 ACT") AND MAY NOT BE TRANSFERRED, ASSIGNED, SOLD OR HYPOTHECATED UNLESS A REGISTRATION STATEMENT UNDER THE 1933 ACT SHALL BE IN EFFECT WITH RESPECT THERETO AND THERE SHALL HAVE BEEN COMPLIANCE WITH THE 1933 ACT AND ALL APPLICABLE RULES AND REGULATIONS THEREUNDER, OR THERE SHALL HAVE BEEN DELIVERED TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA PRIOR TO TRANSFER, ASSIGNMENT, SALE OR HYPOTHECATION AN OPINION OF COUNSEL, SATISFACTORY TO THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA TO THE EFFECT THAT REGISTRATION UNDER THE 1933 ACT IS NOT REQUIRED.

Registered

Registered

No. 1

\$1,927,800.00

UNITED STATES OF AMERICA
STATE OF NEBRASKA
COMMUNITY REDEVELOPMENT AUTHORITY
OF THE CITY OF BEATRICE, NEBRASKA

COMMUNITY REDEVELOPMENT REVENUE NOTE
(PADDOCK LANE REDEVELOPMENT PROJECT — ~~PHASE 1~~)
SERIES ~~2024B~~2026B

Maturity Date	Interest Rate	Original Issuance Date
December 31, 2040	3.0%	

Registered Holder	Principal Amount
City of Beatrice, Nebraska	<u>One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00)</u>

THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA (the "Issuer"), a body politic and corporate organized and existing under the laws of the State of Nebraska, for value received hereby promises to pay, solely from the source and as hereinafter provided, to the Registered Holder identified above, or registered assigns, the Principal Amount identified above at the office of the Beatrice Treasurer, as Paying Agent and Registrar, and in like manner to pay solely from said source interest on said principal sum at the Interest Rate identified above from the Original Issuance Date identified above or from the most recent date to which interest has not been paid. Principal and accrued interest shall be payable in semi-annual installments due June 15 and December 15 for each year that the Lincoln School Redevelopment Project generates tax increment until the Maturity Date or, if earlier, until such principal amount and accrued interest has been paid in full. Payments on this Note will be paid

by check or draft mailed to the Registered Holder in whose name this Note is registered at the close of business on the fifteenth (15th) calendar day next preceding the applicable payment date at his address as it appears on such note registration books. The principal and interest of this Note is payable in any coin or currency of the United States of America which on the respective dates of payment is legal tender for the payment of public and private debts.

This Note is designated The Community Redevelopment Authority of the City of Beatrice, Nebraska Redevelopment Revenue Note Paddock Lane Redevelopment Project), Series 2024A2026A, aggregating One Million Two Hundred Forty Thousand Dollars (\$1,240,000.00) One Million —One Million Nine Hundred Twenty-Seven Thousand Eight Hundred Dollars (\$1,927,800.00) (the "Note") in principal amount which have been issued pursuant to the Section 12 of Article VIII of the Nebraska Constitution and Neb. Rev. Stat. §§ 18-2101 et. seq., as amended and supplemented (the "Act") and under and pursuant to the terms of that certain redevelopment agreement between the Issuer and City of Beatrice, Nebraska for the Paddock Lane Elementary Project (the "Redevelopment Agreement"), to aid in the financing of a redevelopment project pursuant to the Act. This Note does not represent a debt or pledge of the faith or credit of the Issuer or grant to the Registered Holder of this Note any right to have the Issuer levy any taxes or appropriate any funds for the payment of the principal hereof or the interest hereon nor is this Note a general obligation of the Issuer, or the individual officials, officers or agents thereof. This Note is payable solely and only out of the Tax Increment generated by the Project defined in the Redevelopment Agreement (the "Project"). All such revenue has been duly pledged for that purpose.

The Holder of this Note acknowledges and understands that this Series B Note is junior in priority to the Series A Note issued for the Project. If the Tax Increment generated by the Project are insufficient to pay the amounts due on both Notes, the Series A Note will be paid first, and payments on the Series B Note shall only be made if there are available Tax Increment after all payments due on the Series A Note have been paid.

THIS NOTE AND THE INTEREST HEREON DOES NOT NOW AND SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, NOR SHALL THIS NOTE AND THE INTEREST HEREON EVER GIVE RISE TO ANY PECUNIARY LIABILITY OF THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA, OR THE CITY OF BEATRICE, NEBRASKA, A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

No recourse shall be had for the payment of the principal of or interest on this Note, or for any claim based hereon or upon any obligation, covenant or agreement contained in the Redevelopment Agreement against any past, present or future employee, member or elected official of the Issuer, or any incorporator, officer, director, member or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, officer, director or member

as such is hereby expressly waived and released as a condition of and in consideration of the issuance of this Note.

It is hereby certified and recited and the Issuer has found: that the Project is an eligible "redevelopment project" as defined in the Act; that the issuance of this Note and the construction of the Project will promote the public welfare and carry out the purposes of the Act by, among other things, contributing to the development of a blighted and substandard area of the City of Beatrice, Nebraska, pursuant to a Redevelopment Plan adopted by the City; that all acts, conditions and things required to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law; and, that this Note does not constitute a debt of the Issuer within the meaning of any constitutional or statutory limitations.

This Note is transferable only upon the books of the Issuer kept for that purpose at the office of the Registrar by the Registered Holder hereof in person, or by his duly authorized attorney, upon surrender of this Note together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his duly authorized attorney, together with a Purchase Letter as in a form provided by Issuer, and thereupon a new registered Note or Notes in the same aggregate principal amounts shall be issued to the transferee in exchange therefor, and upon payment of the charges therein prescribed. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and premium, if any, and interest due hereon and for all other purposes.

The Note is prepayable at any time in whole or in part, to the extent there are any funds in the debt service fund in excess of amounts necessary to pay scheduled debt service. Prepayments shall reduce the number, but not the amount, of scheduled debt service payments on the Note, in inverse order of maturity.

It is hereby certified and recited that all conditions, acts and things required by law and the Redevelopment Agreement to exist, to have happened and to have been performed precedent to and in the issuance of this Note, exist, have happened and have been performed and that the issue of this Note, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by the laws of the State of Nebraska.

This Note shall not be entitled to any benefit or be valid or become obligatory for any purpose until this Note shall have been authenticated by the execution by the Registrar of the Certificate of Authentication hereon.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE COMMUNITY REDEVELOPMENT AUTHORITY OF THE CITY OF BEATRICE, NEBRASKA has caused this Note to be signed in its name and on its behalf by the signature of its Chairman and attested by the signature of its Secretary, as of the Original Issuance Date identified above.

THE COMMUNITY REDEVELOPMENT
AUTHORITY OF THE CITY OF BEATRICE,
NEBRASKA

ATTEST:

Secretary

By: _____
Chairman

CERTIFICATE OF AUTHENTICATION

Beatrice Treasurer,
as Paying Agent and Registrar

By: _____
Authorized Signature

EXHIBIT "E"

CERTIFICATE OF COMPLETION OF IMPROVEMENTS
(Paddock Lane Redevelopment Project)

The undersigned certifies, represents and warrants to the City of Beatrice, Nebraska, and the Community Redevelopment Authority of the City of Beatrice ("CRA") with regard to the following real property situated in the City of Beatrice, Gage County, Nebraska, to wit:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska

that the Private Improvements required to be constructed by the Redeveloper upon the above-described property have been satisfactorily completed in accordance with the requirements of the Redevelopment Agreement dated September 20, 2024, as amended, as referenced in the Memorandum of Redevelopment Agreement recorded as Instrument No. _____ in the office of the Register of Deeds for Gage County, Nebraska.

~~*Subsequent to the approval of this Redevelopment Agreement, 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.~~

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, Mayor and authorized signatory for the City of Beatrice,
Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the
City of Beatrice, Nebraska.

Notary Public

ACCEPTED by the Community Redevelopment Authority of the City of Beatrice this _____
day of _____, 20____.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE

ATTEST:

By: _____
Craig Zarybnicky, Member

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, Chairman and Secretary respectively of the
Community Redevelopment Authority of the City of Beatrice, a public body corporate and politic,
on behalf of the Agency.

Notary Public

Return to:

Space Above Reserved for Recording Information

City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

EXHIBIT "F"

MEMORANDUM OF REDEVELOPMENT AGREEMENT (Paddock Lane Redevelopment Project)

This Memorandum of Redevelopment Agreement ("Memorandum") is made this ____ day of December, 2025 by and between the Community Redevelopment Authority of the City of Beatrice ("CRA") and the City of Beatrice, Nebraska, a Nebraska municipal corporation ("Redeveloper").

1. **Redevelopment Agreement.** CRA and Redeveloper have entered into that certain Redevelopment Agreement dated as of this even date, describing the public improvements being made by the CRA in the Redevelopment Area and the private improvements being made to real property owned by Redeveloper and legally described as:

All of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, Block One (1); all of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, Block Two (2); and Outlot A, all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska ("Project Site").

2. **Tax Increment Financing.** The Redevelopment Agreement provides for the capture of the Tax Increment, as defined therein, by the CRA of the private improvements to be made by the Redeveloper for a period not to exceed fifteen (15) years after the Project Effective Date for each Phase as defined in the Redevelopment Agreement. The Tax Increment so captured by the CRA shall be used to make the public improvements as described in the Redevelopment Agreement. Additional phases will have later effective dates.

3. **Remaining Terms.** The rest and remaining terms of the Redevelopment Agreement are hereby incorporated into this Memorandum as if they were set forth in full. A full and correct copy of the Redevelopment Agreement may be inspected at the CRA offices in Beatrice, Nebraska.

"CRA"

COMMUNITY REDEVELOPMENT AUTHORITY OF
THE CITY OF BEATRICE, NEBRASKA

ATTEST:

By: _____
Craig Zarybnicky, Secretary

By: _____
Doug Kennedy, Chairman

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Doug Kennedy and Craig Zarybnicky, Chairman and Secretary respectively of the Community Redevelopment Authority of the City of Beatrice, Nebraska, a public body corporate and politic, on behalf of the Agency.

Notary Public

"REDEVELOPER"

City of Beatrice, Nebraska,
a Nebraska municipal corporation, Grantor

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 202____, by Robert Morgan, Mayor and authorized signatory for the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public



MEMORANDUM

TO: Mayor & City Council
FROM: Taylor Rivera
City Attorney
SUBJECT: Amendment to Chapter 27 of the
Beatrice City Code

DATE SUBMITTED: November 20, 2025
FOR AGENDA OF: December 15, 2025
EXHIBIT(S): Amended Chapter 27

On September 8, 2020, the City adopted a comprehensive Drainage Criteria Manual (Resolution No. 6614), which serves as a technical guide for drainage design, stormwater management, and related engineering standards. Included in this manual is a dedicated section addressing stormwater pollution protection, including best management practices intended to reduce sedimentation, prevent illicit discharges, and maintain compliance with state and federal environmental requirements. The proposed amendment to Chapter 27 of the Beatrice City Code is intended to align the City's municipal code with the standards and requirements set forth in the stormwater pollution protection section of the Drainage Criteria Manual.

ORDINANCE NUMBER 25-____

An ordinance to amend Chapter 27 of the Beatrice City Code regarding stormwater, erosion, and sediment control; 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 Chapter 27 of the Beatrice City Code regarding stormwater, erosion, and sediment control be and is hereby amended as shown in Exhibit "A", attached hereto and incorporated herein by reference.

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 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

"Chapter 27 STORMWATER, EROSION, AND SEDIMENT CONTROL

ARTICLE I. DEFINITIONS

Sec. 27-1. Definitions.

Wherever used in this Chapter, the following terms shall bear the meanings herein:

Accidental discharge means a discharge prohibited by this Chapter which occurs by chance and without planning or thought prior to occurrence.

Best management practices ("BMPs") means schedules of activities, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving water, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

Building Phase of Development means a period of construction activity when a portion(s) of a common plan of development or sale requires a building permit.

Common Plan of Development or Sale means a contiguous area where multiple separate and distinct land disturbing activities may be taking place at different times, on different schedules, but under one proposed plan. One plan is broadly defined to include design, permit application, advertisement, or physical demarcation indicating that land-disturbing activities may occur.

Construction activity means a disturbance to land that results in a change in the topography, existing soil cover (both vegetative and non-vegetative), or the existing soil topography that may result in accelerated stormwater runoff, leading to soil erosion and movement of sediment into waters of the state or urban drainage systems. Construction activity includes large or small construction activities and the disturbance of less than one (1) acre of total land area that is part of a large common plan of development or sale, if the larger common plan will ultimately disturb one (1) acre or more and includes all areas of support activity.

Erosion and Sediment Control Plan means a plan that indicates the specific measures and sequencing to be used for controlling sediment and erosion on a development site during construction activity according to locally approved standards, specification, and guidance.

Final Stabilization means conditions where all soil disturbing activities at the site have been completed and a uniform perennial vegetative cover, with a minimum density of seventy percent (70%) of the native background vegetative cover, has been established on all non-imperious surfaces and areas not covered by permanent structures, unless equivalent permanent stabilization measures, such as riprap, gabions, and geotextiles, have been employed. All permanent drainages, constructed to drain water from the site, shall be stabilized to prevent erosion. All temporary erosion protection and sediment control BMPs have been removed without compromising the permanent erosion protection and sediment control BMPs. All sediment build-up has been removed from conveyance and basins that are to be used as permanent water quality management BMPs. The cleanout of permanent basins used as temporary BMPs during construction shall be sufficient to return the basin to design capacity. Construction activity conducted on or through agricultural or silvicultural land shall be considered finally stabilized upon return to the preexisting agricultural or silvicultural use. Construction activity conducted at new or industrial facilities that will operate the site in an exposed manner shall be considered finally stabilized upon commencement of industrial activity consistent with the industrial use and coverage under the appropriate NPDES permit for industrial storm water. The responsibility for long-term maintenance of permanent BMPs shall be assigned as well.

Hazardous materials means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly

contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Illegal discharge means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 27-8.

Illicit connections means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or, any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Industrial activity means activities subject to NPDES industrial permits as defined in 40 CFR, Section 122.26 (b)(14).

Municipal Separate Storm Sewer System ("MS4") means a separate storm water sewer system in urbanized cities and counties as having populations of ten thousand (10,000) or greater as determined by the Bureau of Census 2010 Decennial Census.

National pollutant discharge elimination system ("NPDES") Stormwater discharge permit means a permit issued by the United States Environmental Protection Agency (or by a state under authority delegated pursuant to 33 USC 1342(B)) that authorizes the discharge of pollutants to water of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.

Non-stormwater discharge means any discharge to the storm drain system that is not composed entirely of stormwater.

Notice of Termination ("NOT") means a note to terminate coverage under this permit after construction is completed, the site has undergone final stabilization, and maintenance agreements for all permanent facilities have been established, in accordance with all applicable conditions of this permit.

Person means any individual, association, organization, partnership, firm, corporation or other entity recognized by law and acting as either the owner or as the owner's agent.

Pollutant means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so the same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure including sediment; and noxious or offensive matter of any kind. Pollutants lead to the human-made or human-induced alteration of the chemical, physical, biological or radiological integrity of an aquatic ecosystem.

Post-Construction means the general time period referenced in perpetuity from the approval for final acceptance of the construction phase of any construction activity.

Stormwater Pollution Prevention Plan ("SWPPP") means a plan for stormwater discharge that includes erosion prevention measures and sediment controls that, when implemented, will decrease soil erosion on a parcel of land and decrease offsite, non-point source pollution.

ARTICLE II. STORMWATER

Sec. 27-2. Purpose and intent.

The purpose of this Chapter is to protect the public health, safety, environment and general welfare through the regulation of non-stormwater discharges to the city separate storm sewer system to the maximum extent practicable required by federal and state law. This Chapter establishes methods for controlling the introduction of pollutants into the MS4 in order to comply with requirements on the national pollutant discharge elimination system ("NPDES") permit process. The objectives of this Chapter are:

- (1) Regulate the contribution of pollutants to the MS4 by stormwater discharges by any user.
- (2) To prohibit illicit connection and discharges to the municipal separate storm sewer system.
- (3) Prevent non-stormwater discharges, generated as a result of spills, inappropriate dumping or disposal, to the city's separate storm sewer system.
- (4) To establish legal authority to carry out all inspection, surveillance, monitoring and enforcement procedures necessary to ensure compliance with this Chapter.

Sec. 27-3. Applicability.

This Chapter shall apply to all water generated on any developed and undeveloped lands entering the storm drain system unless explicitly exempted by this municipal code or otherwise by the city.

Sec. 27-4. Compatibility with other regulations.

This Chapter is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this Chapter are in addition to the requirements of any other ordinance, rule regulation, or other provision of law. Where this Chapter is in conflict with any other provision of law, the provision which is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 27-5. Responsibility for administration.

The City Administrator, or his or her designee, shall administer, implement, and enforce the provisions of this Chapter, except where otherwise provided in this Chapter.

Sec. 27-6. Severability.

The provisions of this Chapter are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Chapter or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Chapter.

Sec. 27-7. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this Chapter are minimum standards; therefore, this Chapter is not to be interpreted as meaning that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

Sec. 27-8. Prohibition of illegal discharges.

No person shall discharge or cause to be discharged into the municipal storm drain system or watercourses any materials other than stormwater, including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable water quality standard.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as follows:

- (1) The following discharges are exempt from discharge prohibitions established by this Chapter; water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, swimming pools (if dechlorinated B typically less than one (1) part per million of chlorine), firefighting activities, and any other water source not containing pollutants.
- (2) Discharges specified in writing by the City Administrator, or his or her designee, as being necessary to protect public health and safety.
- (3) Dye testing is an allowable discharge, but requires a verbal notification to the City Administrator prior to the time of test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit; waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

Sec. 27-9. Prohibition of illicit connections.

The construction, connection, use, maintenance or continued existence of any illegal connection to the city's separate storm sewer system is prohibited.

- (1) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (2) A person is considered to be in violation of this Chapter if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

Sec. 27-10. Industrial or construction activity discharges.

Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the city prior to the allowing of discharges to the MS4.

Sec. 27-11. Requirements to prevent, control, and reduce stormwater pollutants by the use of best management practices.

The city shall adopt requirements identifying best management practices for any activity, operation, or facility, which may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the State of Nebraska or the United States of America. The owner or operator of a commercial or industrial establishment shall provide, at the expense of the owner or operator, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or water courses through

the use of these structural and non-structural best management practices to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial the provisions of this Section. These best management practices shall be part of a SWPPP as necessary for compliance with requirements of the NPDES permit.

Sec. 27-12. Watercourse protection.

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use function, or physical integrity of the watercourse.

Sec. 27-13. Suspension of MS4 access.

- (a) *Suspension due to illicit discharges in emergency situations.* The city may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the State of Nebraska or the United States of America or to minimize danger to persons or property.
- (b) *Suspension due to the detection of illicit discharge.* Any person discharging to the MS4 in violation of this Chapter may have his or her MS4 access terminated if such termination would abate or reduce an illicit discharge. The city will notify a violator of the proposed termination of its MS4 access. The violator may petition the City Administrator for a reconsideration and hearing.

A person commits an offense if that person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the City Administrator, or his or her designee.

Sec. 27-14. Access and inspection of properties and facilities.

The City Administrator or his or her designee, may enter and inspect properties and facilities at reasonable time as often as may be necessary to determine compliance with this Chapter.

- (1) Employees of the city may enter and inspect facilities subject to regulation under this Chapter as often as may be necessary to determine compliance with this Chapter.
- (2) Facility operators shall allow authorized employees of the city ready access to all parts of the premises for the purposes of inspection, sampling examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and performance of any additional duties as defined by state and federal law.
- (3) The city may set up on any permitted facility such devices as are necessary in the opinion of the City Administrator, or his or her designee, to conduct monitoring and/or sampling of the facility's stormwater discharge.
- (4) The city may require the discharger to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) The temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the city and shall not be replaced. The costs of clearing such access shall be borne by the operator.

- (6) Unreasonable delays in allowing the city access to a permitted facility is a violation of a stormwater discharge permit and of this Chapter. A person who is the operator of a facility with a NPDES permit to discharge stormwater associated with industrial activity commits an offense if the person denies the authorized enforcement agency reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Chapter.
- (7) If the representatives of the city have been refused access to any part of the premises from which stormwater is discharged the city may seek issuance of a search warrant from any court of competent jurisdiction.

Sec. 27-15. Notification of accidental discharges and spills.

Notwithstanding other requirements of the law, as soon as any person responsible for a facility, activity or operation, or responsible for emergency response for a facility, activity or operation has information of any known or suspected release of pollutants or non-stormwater discharges from that facility or operation which are resulting or may result in illicit discharges or pollutants discharging into stormwater, the city (MS4) separate storm sewer system, waters of the State of Nebraska, or the waters of the United States of America, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release so as to minimize the effects of the discharge.

Said person shall notify the City Administrator or his or her designee of the nature, quantity and time of occurrence of the discharge within twenty-four (24) hours. Notifications, which are not in writing, shall be confirmed by written notice addressed and mailed to the City Administrator or his or her designee within three (3) business days of the phone call or by personal notification. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the action taken to prevent its recurrence. Such records shall be retained for at least three (3) years. Said person shall also take immediate steps to ensure no recurrence of the discharge or spill.

In the event of such a release of hazardous materials, emergency response agencies and/or other appropriate agencies shall be immediately notified.

Failure to provide notification of a release as provided above is a violation of this Chapter.

Sec. 27-16. Notice of violation.

- (a) Whenever the city finds that a person has violated a prohibition or failed to meet a requirement of this Chapter, the City Administrator, or his or her designee, may order compliance by written notice of violation to the responsible person. Such notice shall be sent via regular U.S. mail or via hand delivery to the owner of the property and to any licensee listed under a city business license for the property. The notice shall include:
 - (1) The name and address of the parties listed above;
 - (2) The address when available or a description of the building, structure or land upon which the violation is occurring, or has occurred;
 - (3) A statement specifying the nature of the violation;
 - (4) A description of the remedial action;
 - (5) A statement of the penalty or penalties that shall or may be assessed against the person or persons to whom the notice of violation is directed; and,
 - (6) A statement that the determination of violation may be appealed to the City Administrator by filing a written notice of appeal within thirty (30) calendar days of service of notice of violation.
- (b) In the event of a violation, the city may require:
 - (1) The performance of monitoring, analyses, and reporting;

- (2) The elimination of illicit discharges and illegal connections;
- (3) That violating discharges, practices, or operations shall cease and desist;
- (4) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
- (5) Payment of costs to cover administrative and abatement costs;
- (6) The implementation of pollution prevention practices; and,
- (7) Such other action as may be reasonably necessary to accomplish the purposes of this Chapter.

Sec. 27-17. Appeal of notice of violation.

Any person receiving a notice of violation may appeal the determination of the city. The notice of appeal shall be in writing and shall be delivered to the city clerk within thirty (30) calendar days from the date of the notice of violation. Hearing on the appeal before the City Administrator, or his or her designee, shall take place within fifteen (15) business days from the date of receipt of the notice of appeal. The pendency of an appeal shall not relieve the responsible person from complying with the requirements of the notice of violation, unless the City Administrator, or his or her designee, otherwise consents in writing.

Sec. 27-18. Enforcement measures after appeal.

If the violation has not been corrected pursuant to the requirements set forth in the notice of violation, or, in the event of an appeal, within fifteen (15) business days of the decision of the City Administrator or his or her designee, then representatives of the city may enter upon the subject private property and are authorized to take any measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the city or designated city contractor to enter upon the premises for the purposes set forth above.

Sec. 27-19. Cost of abatement of the violation.

Within thirty (30) calendar days after abatement of the violation, the owner of the property will be notified of the cost of abatement, including administrative costs. The property owner may file a written protest to the City Clerk objecting to the assessment or to the amount of the assessment within thirty (30) calendar days of such notice. If the amount due is not paid within thirty (30) calendar days after receipt of the notice, or if an appeal is taken, within (30) calendar days after a decision on said appeal, the charges shall become a special assessment. Any person violating any of the provisions of this Article shall become liable to the city by reason of such violation.

The city may recover all attorney fees, court costs and other expenses associated with enforcement of this Chapter, including sampling and monitoring expenses.

Sec. 27-20. Injunctive relief.

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Chapter. If a person has violated or continues to violate the provisions of the Chapter, the city may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

Sec. 27-21. Alternative actions upon violation.

In lieu of enforcement proceedings, penalties and remedies authorized by this Chapter, the city may impose upon a violator alternative compensatory action, such as storm drain stenciling, attendance of compliance workshops, waterway cleanup, or other community service work.

Sec. 27-22. Violations deemed a public nuisance.

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of the Chapter is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin or otherwise compel the cessation of such nuisance may be taken.

Sec. 27-23. Criminal prosecution.

Any person that has violated or continues to violate this Chapter shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of up to five hundred dollars (\$500.00) per violation per day.

Sec. 27-24. Remedies not exclusive.

The remedies listed in this Chapter are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the city to seek cumulative remedies.

Secs. 27-25—27-39. Reserved.

ARTICLE III. EROSION AND SEDIMENT CONTROL

Sec. 27-40. Purpose and intent.

The purpose and intent of this Article is to control or eliminate soil erosion and sedimentation within the jurisdictional limits of the city. It establishes standards and specifications for conservation practices and planning activities, which minimize soil erosion and sedimentation during the construction process to safeguard persons protect property and prevent damage to the environment. This Article will also promote the public welfare by guiding, regulating and controlling the design, construction, use, and maintenance of any best management practices (BMPs) used when development activities disturb or break the topsoil or results in the movement of earth on land in the city.

During the construction process, soil is highly vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other species. Eroded soil also necessitates repair of sewers and ditches and the dredging of lakes. In addition, clearing and grading during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat. Following the completion of construction activities, dust, dirt and erosion will continue to affect the stormwater facilities and receiving streams unless post construction practices are put in place during the construction and maintained thereafter, until fully stabilized.

This Article is to establish minimum stormwater management requirements and controls to protect and safeguard the general health, safety, and welfare of the public residing in watersheds within this jurisdiction. This Article seeks to meet that purpose through the following objectives:

- (1) Minimize increases in stormwater runoff from any development in order to reduce flooding, siltation and stream bank erosion and maintain the integrity of stream channels.
- (2) Minimize increases in non-point source pollution caused by stormwater runoff from development, which would otherwise degrade local water quality.
- (3) Minimize the total annual volume of surface water runoff, which flows from any specific site during and following development to not exceed the pre-development hydrologic regime to the maximum extent practicable.

- (4) Reduce stormwater runoff rates and volumes, soil erosion and non-point source pollution, wherever possible, through stormwater management controls and to ensure that these management controls are properly maintained and pose no threat to public safety.

Sec. 27-41. Applicability.

This Article shall apply to all land disturbance or land filling activities or soil storage where the total area disturbed equals or exceeds one (1) acre. Land disturbance less than one (1) acre apply if the land disturbance is part of a larger development that disturbed one (1) acre or more.

Activities that do not require approved plans or permits must still provide BMPs as necessary to control water quality. Areas with the possibility of sediment runoff will require protective measures at the request of the city, in order to minimize possible pollution to the storm sewer system. Minimum requirements for other activities may be obtained by written request to the city planning and building inspections department, accompanied by an adequate description of proposed work.

Sec. 27-42. Compatibility with other regulations.

This Article is not intended to modify or repeal any other ordinance, rule, regulation or other provision of law. The requirements of this Article are in addition to the requirements of any other article, rule, regulation, or other provision of law, and where any provision of this Article, rule, regulation, or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human health or the environment shall control.

Sec. 27-43. Responsibility for administration.

The Community Development Department shall administer, implement, and enforce the provisions of this Article. Any power granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the director of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

Sec. 27-44. Severability.

The provisions of this Article are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this Article.

Sec. 27-45. Ultimate responsibility.

The standards set forth herein and promulgated pursuant to this Article are minimum standards; therefore, this Article does not intend not imply the compliance by any person will ensure construction runoff; erosion and sediment will be completely eliminated.

Sec. 27-46. Permits.

- (a) *Generally.* No person shall be granted a permit for land-disturbing activity that would require disturbing more than one (1) acre of land, or if such activity is to take place in a floodway, without SWPPP approved by the city.
- (b) *Exemptions.* No permit for land-disturbing activity is required for the following activities:
 - (1) Any emergency activity that is immediately necessary for the protection of life, property, or natural resources.
 - (2) Existing nursery and/or agricultural operation conducted as a permitted by the city or county.

- (3) Repairs to any stormwater management practice or facility deemed necessary by the stormwater permitting authority.
 - (4) Cemetery graves.
 - (5) Installation of fence, sign, telephone, and electric pole and other kinds of posts or poles.
 - (6) Activities of an individual engaging in home gardening by growing flowers, vegetable and other plants primarily for use by that person.
 - (7) Landscaping and horticultural activities in connection with an existing structure, unless greater than one (1) acre is disturbed.
- (c) *Building permit application form.* Building permit application forms can be requested from the City of Beatrice Community Development Department. SWPPPs are to be submitted with the application of a building permit.

Sec. 27-47. Stormwater pollution prevention plan ("SWPPP").

Land disturbance activities, which are in more than one (1) acre, require a SWPPP approved by the city. These plans shall be drawn to an appropriate scale and shall include sufficient information to evaluate the environmental characteristics of the affected areas, the potential impacts of the proposed grading on water resources, and measures proposed to minimize soil erosion and off-site sedimentation. The owner/developer shall perform all clearing, grading, drainage, construction, and development in strict accordance with the approved plan. The City's minimum SWPPP requirements are outlined in the Drainage Criteria Manual.

Sec. 27-49. Permit duration.

Permits issued under this Article shall be valid for the period during which the proposed land disturbing of filling or excavation activities and soil storage takes place or is scheduled to take place, whichever is shorter, or until the city receives a NOT, but in no event shall such a permit be valid for more than one (1) year. The permittee shall commence permitted activities within one hundred eighty (180) calendar days of the scheduled commencement date for grading or the permittee shall resubmit all required application forms, maps, plans, and schedules to the issuing authority, except where an item to be resubmitted is waived by the issuing authority.

Sec. 27-50. Permit renewals/extensions.

The permittee shall fully perform and complete all of the work required in the sequence shown on the plans within the time limit specified in the permit. Prior to the expiration of a combined land disturbance permit, the permittee may present a written request for an extension to the city. If, in the opinion of the issuing authority, and extension is warranted, a one-time fee extension, not to exceed ninety (90) calendar days, may be granted. The issuing authority may authorize additional extension not to exceed a total of one (1) year at the rate established by resolution adopted by the city council.

Sec. 27-51. Permit denial.

If the City determines that the stormwater pollution prevention plan does not meet the requirements as set forth in this Article, a permit shall not be issued for land disturbing activity. Factors indicating the deficiencies and the procedure for submitting a revised plan will be given to the applicant at the time of denial. The SWPPP must be resubmitted for approval before the land disturbance activity begins, all land use and building permits must be suspended until the permittee has an approved SWPPP.

Sec. 27-52. Condition of approval.

In granting any permit pursuant to this Article, the issuing authority may impose such conditions as may be reasonably necessary to prevent creation of a nuisance or unreasonable hazard to persons or to a public or private property. Such conditions shall include (even if not specifically written in the permit), but need not be limited to:

- (1) The granting (or securing from others) and the recording in register of deeds of easement for drainage facilities, including the acceptance of their discharge on the property of others, and for maintenance of sloped or erosion control facilities.
- (2) Adequate control of dust by watering, or other control methods acceptable to the issuing authority, and in conformance with applicable air pollution rules and regulations.
- (3) Improvements of any existing grading, ground surface or drainage condition on the site (not to exceed the area as proposed for work or development in the application) to meet the standards required under this Chapter for new grading, drainage and erosion control.
- (4) Sediment traps and basins located within a densely populated area or in the proximity of elementary school, playground or other area where small children may congregate without adult supervision may be requested to install additional safety devices.

Sec. 27-53. Liability.

The permittee is responsible for safely and legally completing the project. Neither the issuance of a permit under the provisions of this Article, nor the compliance with the provisions hereto or with any condition imposed by the issuing authority, shall relieve any person from responsibility for damage to persons or property resulting there from, or as otherwise imposed by law, nor impose and liability upon the city damages to persons or property.

Sec. 27-54. Responsibility of permittee

The permittee shall maintain a copy of the permit, approved plans and reports required under the permit on the work site and available for public inspection during all working hours. The permittee shall, at all times, be in conformity with the approved grading plan, or adequate SWPPP. The permittee shall repair and maintain all BMPs in accordance with SWPPP, along with any additional BMPs needed to maintain adequate sediment control and also conform to the following:

- (1) *General.* Notwithstanding other conditions or conditions or provisions of the permit or the minimum standards set forth in this Article, the permittee is responsible for the prevention of damage to adjacent property. No person shall grade on land in any manner, or so close to the property line as to endanger or damage and adjoining public street, sidewalk, alley or any other public or private property without supporting and protecting such property from settling, cracking, erosion, sedimentation or other damage or personal injury which might result.
- (2) *Public ways.* The permittee shall be responsible for the prompt removal of, and the correction of damages resulting from any soil, miscellaneous debris or other materials washed, spilled, tracked, dumped or otherwise deposited on public streets, highways, sidewalks or other public thoroughfare, incident to the construction activity, or during transit to and from the site. Best management practices shall be utilized and maintained as part of the stormwater pollution prevention plan, at entrances and exits to the proposed disturbance, on all permitted operations.

Sec. 27-55. Permit authorization.

The issuance of a permit for land disturbance shall constitute an authorization to do only that work described in the permit, or shown on the approved site plans and specifications, all in strict compliance with the requirements

of this Article, unless each and every modification or waiver is specifically listed and given specific approval by the issuing authority.

Sec. 27-56. Compliance.

The permittee, his/her agent, contractors and employees shall carry out the proposed work in accordance with the approved plans and specifications, and in compliance with all the requirements of the permit, including those documents referenced in this Article.

Sec. 27-57. Action upon noncompliance.

- (a) In the event work does not conform to the permit or to the plans and specifications. Instructions by the issuing authority, notice to comply shall be given to the permittee in writing. After a notice to comply is given, in the determination of the issuing authority, the permittee or his or her contractor shall be required to make the corrections within the time period determined by the issuing authority. If an imminent hazard exists, the issuing authority may require that corrective work begin immediately.
- (b) If the issuing authority finds any existing conditions not as stated in the application or approved plans, he or she may stop the work on the entire project or any specified part thereof until a revised plan is submitted conforming to the currently existing conditions.

Failure of the permittee to comply with the directives of this Section will constitute a violation pursuant to this Article, and will be considered a nuisance pursuant to the provisions in the city Code. The issuing authority may cancel the permit and proceed with the necessary restoration of the site at the expense of the owner. The owner will be billed for the expenses incurred by the issuing authority. Failure to pay will result in the issuing authority seeking recovery of costs and damages pursuant to the conditions set forth in this Article.

Sec. 27-58. Changes to plans.

All major changes or modifications to the approved SWPPPs must adhere to the following conditions. Changes such as alignment of drainage ways, and redesign of the stormwater system will apply to this Section.

- (1) All proposals to modify the approved SWPPP in a significant way must be submitted to City Engineer for his or her approval. No grading or any type of work in connection with any proposed modification shall be without prior installation of approved erosion and sediment control devices. Any addition BMPs install will not need approval from the permitting authority.
- (2) When inspection of a site indicates that the approved SWPPPs needs changed, the change shall be in compliance with the erosion and sediment control criteria contained in the adopted Drainage Criteria Manual. The erosion and sediment control inspector may approve minor modifications to approved stormwater pollution prevention plans in the field if documented on a field inspection report. The modifications shall be noted on the approved plans, signed by the inspector, and dated. A list of allowable field modifications for use by field modifications for use by field inspection personnel will be kept in the Manual of Standards.
- (3) The permittee shall submit requests for major revisions to approved SWPPPs, such as the addition or deletion of a control structure to the permitting authority for review. This includes revisions due to plan and site discrepancies and inadequacies at controlling erosion and sediment as revealed through inspection.
- (4) The City reserves the right to require updates to the approved SWPPP and/or the use of additional BMPs as necessary during construction should the current SWPPP fail to adequately mitigate erosion and sediment control project site issues.

Sec. 27-59. Right-of-entry for inspection.

When any new stormwater management facility is installed on private property or when any new connection is made between private property and the public stormwater system the landowner shall grant to the city the right to enter the property at reasonable times and in a reasonable manner for the purpose of inspection as specified in this Article.

Sec. 27-60. Inspection.

A self-monitoring program by the project site owner is required during construction of any project in accordance with the NPDES permit. A qualified individual employed or retained by the project site owner shall prepare and maintain a written evaluation of the project site by the end of the next business day-based on the inspection frequency required by the current Nebraska Department of Environment and Energy ("NDEE") Construction Stormwater General Permit.

The City maintains a SWPPP Inspection Report Template in the Construction Stormwater Management Program. Refer to this for the minimum inspection report requirements.

All evaluation reports for the project site must be made available to the inspecting authority by the end of the business day.

All persons engaging in construction activities on a project site must comply with the stormwater pollution prevention plan, this Chapter and issued NPDES permit.

The city will perform inspection and provide recommendations to evaluate the installation, implementation and maintenance of control measures and management practices at any project site involved in construction activities. Construction project sites will be prioritized based on the nature and extent of construction activity, topography and the characteristics of soils and receiving water quality.

If after a recommendation is provided to the project site owner, corrective action is not taken, the city will pursue enforcement according to this Chapter.

Sec. 27-61. Changed during construction reports.

The permittee shall contact the issuing authority under the following circumstances along with recommendations for corrective measures, if deemed necessary and appropriate, with such reports unless the recommendation requirement is waived by the issuing authority.

- (1) There are delays in obtaining materials, machinery, services or manpower necessary to the implementation of the grading, or stormwater pollution prevention plan as scheduled.
- (2) There are delays in land disturbing or filling activities or soil storage.
- (3) The work is not being done in conformance with the approved grading, or SWPPPs.
- (4) There are any delays or departures in the implementation of the SWPPP.

Sec. 27-62. Maintenance during and after construction.

On any property on which grading or other work has been done pursuant to a permit granted under the provisions of this Article. The permittee or owner, their agent, contractor, or employees shall, at a minimum, shall inspect all BMPs in accordance with one (1) of the two (2) schedules listed below:

- a. At least once every seven (7) calendar days, excluding non-business hours; or
- b. Once every fourteen (14) calendar days and within twenty-four (24) hours of the occurrence of a storm event of 0.25 inches or greater, or the occurrence of runoff from snowmelt sufficient to cause a discharge, excluding

non-business hours. After construction is complete, the owner or their agent shall continue to regularly inspect the vegetation until permanent stabilization is established as defined by the current NDEE Construction Stormwater General Permit.

Sec. 27-63. Enforcement.

The issuing authority shall be responsible for the enforcement of this Article.

The issuing authority is authorized and directed to enforce all the provision of this Section. For such purpose, the city may appoint officers, inspectors, assistants and other employees as needed. The city may authorize such employees, as may be necessary, to carry out the duties and functions under direction of the city planning and building inspections department.

- (1) The issuing authority may post a stop-work order for the entire project or any specified part thereof if any of the following conditions exist:
 - a. Any land disturbance activity regulated under this Article being undertaken without a permit.
 - b. The stormwater pollution prevention plan is not being fully implemented.
 - c. Any of the conditions of the permit are not being met.
- (2) For the purposes of this Section, a stop-work order is validly posted by posting a copy of the stop-work order on the site of the land disturbing activity in reasonable proximity to a location where the land disturbing activity is taking place. Additionally, a copy of the order, in the case of work for which there is a permit, shall be mailed by first class mail, postage pre-paid, to the address listed by the permittee on the permit. In the case of work for which there is no permit, a copy of the order shall be mailed to the person listed as owner of the property by the city assessor on the deed of record, or if none, to the taxpayer shown by the records on the county assessor.
- (3) If the permittee does not cease the activity or comply with the stormwater pollution prevention plan or permit conditions within one (1) calendar day, the issuing authority may revoke the permit.
- (4) If the owner or land user where there is no permit has been issued does not cease the land disturbance activity, the issuing authority may request the city attorney to obtain injunctive relief.
- (5) The issuing authority may retract the revocation.

Sec. 27-64. Penalties.

Any person, firm, corporation or agency acting as principal, agent, and employee or otherwise, who fails to comply with the provisions of this Article shall fall under Chapter 1, General Provisions, Section 1-8, General penalty.

Sec. 27-65. Final reports.

Upon completion of the work, the issuing authority may require a report (including as-built construction plans) from a civil engineer, surveyor, architect, or landscape architect certifying that all erosion and sediment control devices have been completed in accordance with the conditions of the permit and approved plans and specifications, and with specific listing of all approved changes and modifications.

Sec. 27-66. Certification of completion.

Upon receipt and approval of the final reports, if required by this Article and or/upon otherwise determining that all work of the permit has been satisfactorily completed in conformance with this subtitle, the issuing authority will issue a letter certifying completion.

Sec. 27-67. Erosion and sediment control permit fee schedule.

Erosion and sediment permits shall be issued upon payment to the city of a fee established by resolution adopted by the city council."



MEMORANDUM

TO: Mayor & City Council
FROM: Taylor Rivera
City Attorney
SUBJECT: Amendment to Sec. 7-13 of the
Beatrice City Code

DATE SUBMITTED: November 20, 2025
FOR AGENDA OF: December 15, 2025
EXHIBIT(S): Redline

The proposed amendment deletes language in Section 7-13(a)(2) governing the design of a stormwater management plan, and provides that storm water management plans must consist of a storm water pollution plan pursuant to Chapter 27 of the Beatrice City Code and the City of Beatrice Drainage Criteria Manual. The language deleted in this subsection was deleted since both Chapter 27 and the Drainage Criteria Manual cover the design of storm water management plan.

The proposed amendment also deletes language in Section 7-13(a)(5) governing the design of on-site storm water retention, and provides that such design shall be developed pursuant to the City of Beatrice Drainage Criteria Manual and all applicable federal, state, and local rules and regulations.

ORDINANCE NUMBER 25-__

An ordinance to amend Section 7-13 of the Beatrice City Code regarding storm water management; 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 7-13 of the Beatrice City Code be and is hereby amended to read as follows:

“Sec. 7-13. – Storm water management

(a) Design.

- (1) All improved parcels of real estate shall have a storm water pollution prevention plan approved by the city.
- (2) The design of the storm water management plan shall consist of a storm water pollution prevention plan pursuant to Chapter 27 of the Beatrice City Code and the City of Beatrice Drainage Criteria Manual.
- (3) To maximum degree possible, drainage from improved parcels of real estate shall conform to the natural contours of land and not disturb pre-existing drainageways.
- (4) Adjacent properties shall not be unduly burdened with surface water from the subdivision. Specifically:
 - a. There may be no unreasonable impediment of water from higher adjacent properties across subdivision, causing damage to lower properties.
 - b. No action shall unreasonably collect and channel storm water onto lower properties.
- (5) Design of on-site retention shall be developed pursuant to the City of Beatrice Drainage Criteria Manual and all applicable federal, state, and local rules and regulations.
- (6) No surface water may be channeled into a sanitary sewer system.

- (7) Where possible, an improved parcel of real estate drainage plan shall coordinate with that of surrounding properties or streets.
- (8) The preliminary plat submission must include the preliminary drainage plan. All final plats shall include a certification from a registered professional engineer that the storm water management plan of the subdivision is designed and constructed in accordance with the requirements of this section.

(b) Definition.

On-site retention: The retention of storm water volume that falls on the site for a given design frequency storm, the site being exclusive of public streets, alleys or other land dedicated for public use."

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 15th day of December, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Sec. 7-13. Storm water management.

(a) *Design.*

- (1) All improved parcels of real estate shall have a storm water pollution prevention plan approved by the city.
- (2) The design of the storm water management plan shall consist of a storm water pollution prevention plan ~~and on-site retention of storm water for all developments unless the site is served by a storm sewer, channel or natural drainageway having an adequate outlet capacity from the development to a major drainage outfall such as, but not limited to, a storm drain or natural watercourse approved by the city engineer as a safe place to deposit such waters. Design shall be based on environmentally sound site planning and engineering techniques pursuant to Chapter 27 of the Beatrice City Code and the City of Beatrice Drainage Criteria Manual.~~
- (3) To maximum degree possible, drainage from improved parcels of real estate shall conform to the natural contours of land and not disturb pre-existing drainageways.
- (4) Adjacent properties shall not be unduly burdened with surface water from the subdivision. Specifically:
 - a. There may be no unreasonable impediment of water from higher adjacent properties across subdivision, causing damage to lower properties.
 - b. No action shall unreasonably collect and channel storm water onto lower properties.
- (5) Design of on-site retention shall ~~use the best available technology to compute difference of water volumes between the historic and developed flows resulting from a twenty-five year frequency storm. The tributary areas used in the computation shall be the area of the subdivision or the development site, unless another jurisdiction has more stringent requirements. The requirement for on-site retention may be waived by the city engineer if he determines that the retention is impractical because of, but not limited to steep terrain, poor percolation, or incompatibility with existing or surrounding improvements. The city engineer may require additional drainage studies or reports in such cases to determine if a critical drainage problem will be created on adjacent or downstream properties, encourage natural infiltration, simulate natural drainage, and minimize discharge of pollutants. Best available technology may also include swales, porous paving, and terracing be developed pursuant to the City of Beatrice Drainage Criteria Manual and all applicable federal, state, and local rules and regulations.~~
- (6) No surface water may be channeled into a sanitary sewer system.
- (7) Where possible, an improved parcel of real estate drainage plan shall coordinate with that of surrounding properties or streets.
- (8) The preliminary plat submission must include the preliminary drainage plan. All final plats shall include a certification from a registered professional engineer that the storm water management plan of the subdivision is designed and constructed in accordance with the requirements of this section.

(b) *Definition.*

On-site retention: The retention of storm water volume that falls on the site for a given design frequency storm, the site being exclusive of public streets, alleys or other land dedicated for public use.

(Ord. No. 08-42, § 1, 2-2-09)



CITY ADMINISTRATOR'S MONTHLY REPORT DECEMBER 2025

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CAPITAL PROJECTS

DEVELOPMENT OF CORRAL CROSSING AND HERITAGE HEIGHTS:

A master plan has been approved. Bid was awarded to Van Kirk Brothers Contracting on May 5th for the installation of storm sewer, sanitary sewer, street paving, and grading for Corral Crossing Addition and Heritage Heights Addition. Pre-construction meeting was held June 9, 2025. Utility work at Corral Crossing has been completed. Roadway and sidewalk pavement is approximately 95% complete. Anticipate finishing concrete pavements within the next week. Finish grading can then be completed followed by the seeding operation. Utility work at Heritage Heights is nearly complete. RL Tieman has moved onto the site and is beginning the concrete pavement construction operation.

Funding: LB840 **Est. Cost:** TBD **Amt Spent as of 9/30/25:** \$1,683,409 **Est. Completion:** 2026

CAST INITIATIVE:

The City was awarded a \$21.3 million RAISE Grant. A Program Agreement has been signed with NDOT. JEO was selected as the engineer for the project. Waiting on a Grant Agreement from the Federal Highway.

Funding: Grant **Est. Cost:** TBD **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** 2033

COMPREHENSIVE PLAN:

Updated Comprehensive Plan for the City. *Received CDBG Grant. Waiting to finalize the grant agreement.*

Funding: General/Grant **Est. Cost:** \$75,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** 2026

DEMPSTERS:

The City has budgeted \$200,000 annually. The City has acquired the main buildings and should acquire the last parcel this fall. Asbestos removal is complete.

Funding: General **Est. Cost:** TBD **Amt Spent as of 9/30/25:** \$131,722 **Est. Completion:** Years

TAXIWAY C and APRON RECONSTRUCTION:

Bid was awarded on June 3, 2024 to Vogts Parga Construction in the amount of \$5,660,502.12. Airport was awarded FAA Airport Improvement Program (AIP) grant of \$4,810,000.00. The project duration is anticipated to be one hundred eighty-two (182) days and will be broken into four (4) phases, allowing the Airport to stay open during construction. Construction began May 5th, with a tentative completion date of November 2, 2025. Phase 1 began on May 5th and was completed on July 3, 2025, twenty-one (21) days behind schedule due to the Contactor not securing the required base aggregate for the Phase 1 paving and a few days for rain. Phase 2 started on July 4th and was completed on October 4th. Phase 2 ended up being twenty-two (22) days behind schedule, putting the whole project forty-three (43) days behind schedule at this point. The current completion date is projected to be December 4, 2025.

Funding: Airport **Est. Cost:** \$6,245,177 **Amt Spent as of 9/30/25:** \$3,135,128 **Est. Completion:** Fall 2025

T-HANGAR and TAXILNE CONSTRUCTION:

Plans are being made to construct a 10-unit T-Hangar along with reconstruct/rehabilitate surrounding hangar approaches/taxilanes. Senator Fischer secured \$2,850,000 for a new hangar. Benesch recommended the contract be awarded to Vogts Parga and the City Council approved that recommendation on April 7, 2025. The Federal grant will cover 95%, the State grant will cover 2% and the remaining 3% is our local share, estimated to be \$82,554.86. Federal funds were finally released, and the Hangar Grant Agreement was signed and returned on August 25th. The contract was awarded to Vogts Parga on April 7, 2025 however the bid hold period was exceeded due to the delayed release of federal funds. Vogts Parga declined to honor the original bid and increased the projected cost by \$277,000.00. It was determined that it was in our best interest to reject the

increased cost and rebid the project. *On the rebid, we received four (4) bids with AHRS Construction being the low bidder at \$2,260,852.*

Funding: Grant/Airport **Est. Cost:** \$3,310,000 **Amt Spent as of 9/30/25:** \$193,182 **Est. Completion:** Fall 2025

RUNWAY 14 & RUNWAY 32 PAPI-2L:

Both Runway 14 and Runway 32 do not currently have PAPIs. New L-881 LED PAPIs will enhance safety for the airport's crosswind runway 14/32. 95/5 Grant. Pre-design conference was held on November 10, 2025.

Funding: Grant/Bonds **Est. Cost:** \$382,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

RUNWAY 18 & RUNWAY 36 PAPI-2L:

The existing PAPIs for Runway 36 are old and are reaching the end of their useful life. Runway 18 does not currently have PAPIs. New L-881 LED PAPIs will enhance safety and reduce maintenance costs. 95/5 Grant. Pre-design conference was held on November 10, 2025.

Funding: Grant/Bonds **Est. Cost:** \$384,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

DESIGN and CONSTRUCTION OF NEW LANDFILL:

Cell Construction:

Awarded bid for the cell construction to Pruss Excavation Co., in the amount of \$6.2 million. *Final walk through has been completed. Waiting for permit approval by the State.*

South MSW Landfill Site Entrance Facility:

Bid was awarded to Genesis Contracting Group on January 6, 2025 in the amount of \$4,052,00. *Final walk through has been completed.*

Funding: BASWA **Est. Cost:** \$10.3 mill **Amt Spent as of 9/30/25:** \$8,129,089 **Est. Completion:** Fall 2025

EMS AMBULANCE:

The ambulance is on order and is anticipated to be delivered in Spring 2026.

Funding: CARES **Est. Cost:** \$450,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Spring 2026

FIRE HOSE REPLACEMENT:

Bid was awarded to MacQueen in the amount of \$105,881.00 on June 2, 2025. *Hose testing is complete. All hoses except for the new attack lines are on the trucks. The attack lines will be loaded after our training on December 2nd for the new nozzles. The training on January 7, 2026 will be based upon the care of the new fire hose.*

Funding: Grants **Est. Cost:** \$14,000 **Amt Spent as of 9/30/25:** \$53,403 **Est. Completion:** Fall 2025

COMMUNICATION EQUIPMENT:

Replacement of Base Radio, Communications Work Station, Enterprise Records, and Radio Consoles.

Funding: Fischer Grant **Est. Cost:** \$584,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2025

DRONE:

Drone w/night vision capabilities and equipment. A total of \$4,000 in donations have been earmarked.

Funding: Private/General **Est. Cost:** \$25,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** 2026

WATER PARK DESIGN STUDY:

RFQ was issued in February 2025. Four (4) responses were received. An Agreement for Professional Services between the City and Waters Edge Aquatic Design to develop an Aquatic Park Master Plan was awarded May 19, 2025. Meeting with Water Edge Aquatic the week of July 14th to do an assessment of the Big Blue Waterpark. It will serve as the first phase of the physical condition assessment of the Waterpark. The

assessment will evaluate the condition of equipment and components of the park. The first public meeting on this project was held on September 10, 2025. The second public meeting was held on October 22, 2025.

Funding: Lodging **Est. Cost:** \$250,000 **Amt Spent as of 9/30/25:** \$8,250 **Est. Completion:** Fall 2025

HANNIBAL PARK IMPROVEMENTS – 2025:

Design of Field 8 is underway.

Funding: Lodging/PR/Grant **Est. Cost:** \$287,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

FOREST MANAGEMENT PLAN:

IRA Community Forestry Grant for Forest Mgt Plan and tree planting/removal. Additional tree removal and tree planting will occur as part of this grant.

Funding: Grant **Est. Cost:** \$140,000 **Amt Spent as of 9/30/25:** \$39,499 **Est. Completion:** Ongoing

SERTOMA ASTRO PARK ADA PLAYGROUND:

Install ADA compliant playground. *The contractor finished the poured in play matting at Sertoma-Astro Park. Then staff completed final grading and seeding of the park.*

Funding: Grant **Est. Cost:** \$160,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2025

RCRP GRANT:

The City received \$955,000 in grant funding for various park improvements:

Chautauqua Park: New Playground. One (1) bid was received on May 22, 2025. Bid was awarded to Play-Pro Recreation, LLC, in the amount of \$200,586.00 on June 2, 2025. The playground structure has been installed at Chautauqua Park. Concrete sidewalks are complete, and turf needs to be installed.

Heritage Heights: New Playground. Two (2) bids were received on November 13, 2025. Bid was awarded to Play-Pro Recreation, LLC, in the amount of \$250,000 on November 17, 2025.

Stoddard: New Playground. Bids are due back on December 11, 2025.

HOMESTEAD TRAIL:

Grant 80/20 split with State + \$550,000 for National Park Service. Design is underway. Bid is anticipated in January 2027 with construction in 2027. Approved Plan-In-Hand on October 7, 2024. *Environmental review is in progress.*

Funding: Lodging **Est. Cost:** \$2.5m **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Summer 2027

DUCK POND IMPROVEMENTS:

Remove silt or change channel and clean up. *Met with local tree contractors for removal of trees around the Duck Pond.*

Funding: Keno **Est. Cost:** \$50,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Summer 2027

INDUSTRIAL PARK DISTRIBUTION LINE IMPROVEMENTS:

This project will include both, rebuilding existing lines to allow for increased loading in the Industrial Park, and the addition of new lines to better serve the existing loads and for new customer loads in the future.

Funding: Bond/Utility **Est. Cost:** \$551,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

POWER GENERATION FACILITY:

HDR is investigating different technologies, lead times, and permitting.

Funding: Bonds **Est. Cost:** \$1m **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

SUBSTATION #2 IMPROVEMENTS:

Replace the substation transformer with a larger size, increase the footprint of the substation to accommodate the new control building, and install a new breaker and control lineup in the building. Bond funding has been secured. This work is being done to allow a larger substation transformer to be installed along with a switchgear lineup that will be able to support the larger loads we are forecasting due to additions to existing companies and new customers. The initial layout and groundwork is being done to allow for drainage improvements and the new equipment.

Funding: Bonds/Utility **Est. Cost:** \$1.01m **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

SUBSTATION #7 IMPROVEMENTS:

Substation #7 was originally built to provide 4.16Kv voltage on the distribution feeders. The area that this substation provided service to has all been converted to 12.5Kv. This project will include the installation of a new transformer and breaker lineup that will serve the area at the 12.5Kv voltage level.

Funding: Bonds **Est. Cost:** \$1.28m **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

SUBSTATION #9 IMPROVEMENTS:

This will include upsizing the existing bus bar to allow for the installation of an additional feeder to increase the total load capacity that we are able to export from this substation.

Funding: Bonds/Utility **Est. Cost:** \$414,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

24" VALVE AT FARM WELLS:

Purchase and install a 24" butterfly valve between farm wells, to allow for more redundancy and the ability to use wells and transmission lines as intended.

Funding: Infra Funds **Est. Cost:** \$60,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

CHLORINE BUILDING:

Construct a new building to house our chlorine disinfectant operations. This cost would be for the complete construction of the building. Located west of the north reservoir. We have met with JEO on two (2) occasions to prepare plans for the chem feed system. JEO will then approach the State for the required permit. We completed the footings and floor of the building and are preparing to frame and dry-in the building, if weather allows during the month of December.

Funding: Utility **Est. Cost:** \$40,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Summer 2026

WATER MAIN PROJECT – HAYES TO HIGH:

Replace 6" water main. The Engineering Department has performed a topographical survey of the area. Line work based on the survey has been created.

Funding: Infra Funds **Est. Cost:** \$60,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Summer 2026

WATER MAIN PROJECT – NORTH 7TH, LINCOLN TO GARFIELD STREET:

Replace 8" water main. The Engineering Department has performed a topographical survey of the area. Line work based on the survey has been created.

Funding: Infra Funds **Est. Cost:** \$180,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Summer 2026

GRIT CONSTRUCTION:

Design and Installation of the new Grit process equipment and building. Received grant with help of Congressman Smith in the amount of \$2 million. Letter Agreement with Olsson, Inc., entered into on November 21, 2022 for the design process. Bids were received on April 10, 2025 for the construction of the project. The EPA has authorized the City to award this project. The contract was awarded to Building Crafts, Inc., on June

2nd. A pre-construction meeting was held on June 25th to kick off the project. Building Crafts has mobilized to the WWTF site. Reconstruction of the effluent water reuse line from the flow metering structure to the Bio-solids building has been completed. BCI Construction is continuing to work and make upgrades. Currently pouring the concrete footings for the building. A fiber network backbone is being installed to select buildings.
Funding: Grant/Util **Est. Cost:** \$3.9m **Amt Spent as of 9/30/25:** \$68,794 **Est. Completion:** 2026

SCADA DESIGN:

Contract for engineering services is being created and approved by the City Council. A letter Agreement with Olsson, Inc., was entered into on November 21, 2022. A project kickoff meeting was conducted on January 23, 2023. Final Specifications and drawings have been submitted and approved by the City of Beatrice. Drawings and specifications will be sent to NDEE for review and approval. The project will coincide with the Grit Improvement project. A fiber backbone is being installed to select buildings for connection to the new SCADA system.
Funding: Utility **Est. Cost:** \$35,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2025

ELLA STREET, 2nd to 3rd:

Seven (7) bids were received on October 30, 2025. *R.L. Tiemann* was the low bidder with a total of \$426,609.15 and was awarded the contract, with a completion date of June 1, 2026.
Funding: Street **Est. Cost:** \$486,667 **Amt Spent as of 9/30/25:** \$37,001 **Est. Completion:** Spring 2026

7TH STREET CONCRETE RECONSTRUCTION, ARTHUR TO MONROE:

A topographical survey of the area has been conducted by the Engineering Department. The design phase of the project has been initiated by the Engineering Department.
Funding: Street **Est. Cost:** \$375,000 **Amt Spent as of 9/30/25:** \$0 **Est. Completion:** Fall 2026

PLANNING & ZONING

The Planning and Zoning Commission (P&Z) recommended adoption of Plan Modification “25-4” to the Redevelopment Plan for Redevelopment Area No. 1. (Landmark Snacks Redevelopment Project)

ECONOMIC DEVELOPMENT

Recent TIF Activity:

A TIF application for Landmark Snacks is working its way through the TIF process.

LB840 Loans:

All existing LB840 loans are current. The program income for FY25 as of September 30, 2025 is \$636,954. The current unexpended funds as of September 30, 2025 total \$149,955, and those funds are deposited in Pinnacle Bank.

EMPLOYEE

Safety:

During the month of November, there were two (2) workers comp claims filed. We currently have one (1) employee on modified duty.

New Hires/Rehire:

Nickolas Hanson, Brandon Koster, and Jack Neemann began their duties as a Firefighter EMT on November 3, 2025. They completed their recruit academy on November 26th and started on their assigned shift the first week of December. Amanda Calver began her duties as a Public Safety Dispatcher on November 10, 2025. Justyce Stankoski began his duties as a Police Officer on November 17, 2025.

FINANCIALS

Financial statements for the General and Street Fund for the month ending October 31, 2025, will be provided next month. Financial statements for the Electric, Water, and WPC Departments for the month ending October 31, 2025, will be provided next month.

CODE VIOLATIONS / BUILDING PERMITS / DEMOLITIONS

Code Violations:

Code Compliance Officer responded to and worked on forty-two (42) various code violations in November, bringing the year-to-date total to one thousand fifty-four (1,054). See attached list, marked as *“Exhibit A”*.

Building Permits:

Processed twenty-five (25) permits/applications/inquiries, bringing the year-to-date total to five hundred forty-two (542). See attached list, marked as *“Exhibit B”*.

Demolitions:

A list of 2025 demolition projects is attached, marked as *“Exhibit C”*.

PUBLIC PROPERTIES

- Staff spent a day installing Christmas lights at the Beatrice Senior Center.
- Spent two (2) days doing snow removal of public buildings, trails, and parks.
- City Auditorium ceilings and hallways on the first floor received a new coat of paint last week.

STORM SEWER/DRAINAGE

1. MS4: JEO was hired to update the City of Beatrice MCM#5 – Post Construction Stormwater section of the Stormwater Management Plan. *A new scope of services for the 2026 fiscal year has been discussed and provided for approval by the BPW and the City Council.*

STREETS

Blading Gravel Streets/Alleys:

We were able to blade all the gravel streets in town three (3) days.

Sweeping:

We swept a total of fifteen (15) days with both sweepers.

Tree Trimming:

We worked on low hanging branches for three (3) days.

Mowing:

We finished the mowing for the year by mowing along Center Street and Hickory Road. These are areas that give us some drifting snow.

Concrete Patching:

We removed the broken sidewalk along the northeast corner of 19th and Lincoln Streets and replaced the ADA ramp, as well as the sidewalk. We also replaced concrete patches on South Sumner and South LaSalle. These were areas where the WPC had sewer break.

Winter Precipitation Event:

We had our first snow event. We used approximately 92 tons of salt over two (2) days of treating streets. The storm first started with rain and ice. Ice events require a little more salt to maintain wet roadways.

Sign Repairs:

We worked on replacing sign damage on 2nd Street, as well as replacing faded street signs in the northeast corner of town.

Crack Sealing:

All armor coats and seal coats for the 2026 summer have been sealed. We were able to get this done before and salt was applied to the roadways.

Maintenance:

We spent two (2) days bringing plows and sanders into the shop and installing on all of the trucks.

Dirt Work:

We worked to fill drop-offs along the edge of Ashland Street along Exmark. The shipping trucks in this area cannot stay on the streets.

UTILITIES

UTILITY DELINQUENT NOTICES and DISCONNECTIONS:

There were 982 disconnect notices mailed out in November. There was a total of 58 disconnections for non-payment on December 5th.

Overhead Distribution:

We have begun rebuilding a new section of overhead line between 7th and 8th Streets, Lincoln to Park Streets. This line is being rebuilt for conversion of the voltage from 4.16Kv to 12.5Kv. All the new poles from Arthur Street north to Park Street have been framed and set and the old lines spread out on extension arms in preparation to pull in new wires. All the new poles have been set and hardware installed except for one concrete pole that delivery was delayed on. As soon as we receive it we will get it set and pull in the new conductors. The concrete pole was received and has been set. The new conductors are being installed and tied into the new poles. *The crew is currently working on connecting the new transformers and services to the new lines and removing the old transformers.*

A new overhead rebuild project has been started at 7th and Perkins. This will include new poles and overhead lines to extend services back to the building located between 7th and 8th, south of Perkins Street. The new poles have been set and the crew is getting ready to install the new conductors. This project will provide electric service to the east portion of the building. *Work is ongoing for this project.*

A new project has been started on North 7th Street and Stockman Road to rebuild the overhead line. This line is the main source on the east side of Hwy 77. The poles and hardware are all being replaced and the conductor is being upsized to manage the loads we have there. All the poles have been set, and the crew is preparing to pull in the new conductors. The new primary conductors and all the pole mount transformers have been installed and the customers switched over to the new lines. We are now beginning to work on the underground sections. Boring and installing conduits has been completed on three (3) sections of the underground lines. Provisions are being made for the changeover of the two (2) hotels to the new line. All the high voltage underground circuits have been replaced and the new lines energized. All the businesses and one hotel have been moved to the new lines.

Underground Services

Four (4) new underground services were installed. All four (4) services were for upgrades to existing homes.

Street Lighting

Six (6) steel street light poles in the downtown area on Highway 77 were found to be rusting very badly at the bases, and the integrity of the poles were questionable. These six (6) poles were replaced with new steel poles.

Substation Maintenance

Winter preparation maintenance has been performed at the substations. Several of the substation transformers voltage regulators were low on oil. Oil was added to the proper level so the operation of the unit would not be compromised. We have also started going through the substations with our infrared camera searching for hotspots that might cause issues.

Substation Control And Data Acquisition Projects:

There were two (2) projects started under our SCADA system. The first one (1) was to upgrade our main data collection equipment at the Service Center that communicates with all the substations and collects our load data and alarms. The installation of this equipment is complete and now we are looking at converting the communications over to the fiber lines installed by Pinpoint. We are currently working on extending pinpoint fiber into our substations for secure communications and future upgrades. Conduits have been extended from pinpoints junction boxes into our substation control buildings. Pinpoint has begun to terminate the fiber lines in the substation buildings.

The second project is a distribution automation project that combines functions of our AMI system and the SCADA system. Utilizing the AMI communication network, we are able to install remotely operated controls on our capacitor banks to allow our SCADA system to turn them on and off when needed according to the substation loads. This is an expandable project where we will be able to install and monitor controls and equipment on the distribution lines utilizing our existing systems. Work continues on installing the remote equipment at the capacitor bank sights and rewiring the controls for remote operation.

Water Service Leaks and Service Calls:

- 6th and Market - lower and replace valve box
- 107 North 28th Street - Service leak
- 826 Sunridge - Install service tap
- 25th and Scott - Investigate small sink hole

Water Main Replacement/Construction:

At Corral Crossing, we have completed the entire scope of work for this project.

We were able to get into the Heritage Heights Development on Friday October 17, 2025, to prep for main installation. We began main installation on October 20, 2025, and had all the pipe in the ground by October 31, 2025, except for one (1) hydrant. *All material has been installed. However, we are troubleshooting a pressure loss/leak on the east side, and as soon as we get it located and fixed we should be done with the project.*

Water Main Breaks:

We did not have any true main breaks this month. We had a handful of leaks reported as main breaks, however, upon excavation they were determined to be a service leak.

Maintenance and Miscellaneous Work:

We began annual flushing of mains and hydrants in September. We are approximately 35-45% complete with these at this time.

We are continuing to exercise main valves as often as possible.

We are in the midst of testing backflows as well. The City has approximately 450 backflow devices, which the Department tests and repairs annually. We are currently on schedule with our backflow tests.

Sewer Line Maintenance/Blockages:

We had four (4) sewer calls this month.

- 820 North 12th Street - Blockage on the city main line
- 1615 Pleasant View - Blockage NOT on the city main line
- 715 West Court Street - Blockage NOT on the city main line
- 201 South Sumner Street - Blockage NOT on the city main line

Jet Truck Footage:

Daily maintenance for the entire month was 22,076 ft. Monthly maintenance for the month was 3,572 ft.

TV/Camera Trailer Inspections:

A total of 13,088 linear feet was videoed and auto coded with the new SewerAI software.

Plant Maintenance:

- Plant maintenance is up to date at the WPC Plant.
- Sewer Main Break (1506 Market Street) - Lammel Plumbing was contacted. All repairs were made and the line was placed back into service.
- WWTF Existing Grit Auger - Repairs to the rusted and broken auger system have been made by City staff.
- Lift Station #6 - Was vacuumed and cleaned. The influent line to the west was inspected with the camera and found to be in good condition.
- Lift Station #1 & #4 - Were vac'd and cleaned.

SPECIAL DESIGNATED LICENCES (SDL)

A list of special designated licenses (SDL) requested for 2025 is attached, marked as “**Exhibit D**”.

COMPLETED CAPITAL PROJECTS

33RD AND LINCOLN STREET - COMPLETED

FY24: \$3m ; FY25: \$1m

Contract for design services was awarded to JEO on May 15, 2023. Seven (7) bids were received on April 23, 2024. The apparent low bidder was Constructors of Lincoln, NE with an estimated bid of \$2.3 million. Contract was awarded May 6, 2024. 33rd Street is open to traffic. The project was extended west approximately fifty feet (50'). A final walk thru of the project was conducted on November 12, 2024. Final payment scheduled for January 20, 2025.

Funding: Street **Est. Cost:** \$4.3m **Amt Spent as of 9/30/25:** \$2,846,640 **Est. Completion:** Fall 2024

LINCOLN STREET, 25th to 27th - COMPLETED

Contract for design services was awarded to JEO on August 5, 2024. Ten (10) bids were received on February 20, 2025. Project was awarded to M.E. Collins Contracting Co., Inc., in the amount of \$554,222.30. A pre-construction meeting was held on May 13, 2025. Lincoln Street was closed, and construction began on May 27, 2025. The project is complete, and a final walk thru was conducted on September 10, 2025.

Funding: Street **Est. Cost:** \$107,000 **Amt Spent as of 9/30/25:** \$708,106 **Est. Completion:** Fall 2025

WATERMAIN – OVERHEAD CROSGING – COURT STREET BRIDGE – COMPLETED

Replace overhead crossing on Court Street bridge and bore under the river. Entered into a Master Agreement Work Order #2 with Olsson on October 21, 2024. Bid was awarded to Judds Brothers Construction in the amount of \$415,000.00 on June 2, 2025. Judds Brothers has completed the majority of this project, the only remaining items to be completed is final grading and seeding, which will take place in early October; and the Water Department will remove a hydrant from the old main on the east side of the River. Otherwise, the pipe was filled, samples taken and passed, and the main has been put into operation.

Funding: Bonds **Est. Cost:** \$500,000 **Amt Spent as of 9/30/25:** \$77,153 **Est. Completion:** Fall 2025

20 YARD REAR LOAD GARBAGE TRUCK - COMPLETED

Replace 20 yard rear load garbage truck. Truck was delivered the week of September 2nd.

Funding: Utility **Est. Cost:** \$275,000 **Amt Spent as of 9/30/25:** \$218,000 **Est. Completion:** Fall 2025

LIFT STATION #6 + BACKUP GENERATOR:

Back-up generator will be installed. Design will be completed in FY24, with construction following shortly thereafter. A project kickoff meeting was conducted October 25, 2023. The Engineering Department has completed the topographical survey and submitted the information to the design engineer. Olsson, Inc., designer engineer, has submitted 90% drawings and specifications for review. Project drawings and specifications were approved by the City and NDEE. Project was sent out for bids and a bid opening was conducted on May 15, 2024. The apparent low bidder was Philip Carkoski Construction of Loup City, Nebraska with a bid of \$547,785.00. The project began on April 29, 2025. Pumps and piping are installed and in operation. Final items to be completed include training and start up services. It is estimated the project will be completed within the next two (2) weeks. Contractor has achieved substantial completion, and the lift station is now back in control by the WPC. Olsson has created a punch list of items that need to be completed or rectified in order for the contractor to achieve final completion. Contractor achieved final completion after addressing all of the punch list items as of October 2, 2025.

Funding: Utility **Est. Cost:** \$700,000 **Amt Spent as of 9/30/25:** \$482,262 **Est. Completion:**

RCRP GRANT:

Pickleball: Contract was awarded July 7, 2025 to Lottman Excavating in the amount of \$82,160. Construction is underway. Public Properties staff finished with the pickleball seating area. The handrails were installed and new four-foot (4') fencing was installed for better viewing of the courts. The area was also fine graded and seeded.

Froberry Park: Bid was awarded April 21, 2025 to Play-Pro Recreation, LLC, in the amount of \$167,162. The new playground has been installed and is open to the public.

4TH and 5TH STREET, MARKET TO ELLA - COMPLETED

The bid opening was held on June 26, 2025. R.L. Tiemann was the low bidder with a total of \$98,921.68 for both bid sections. The contract was awarded at the July 7th Council Meeting. The project has reached final completion status. Sealing of the concrete pavement joints in the parking areas and curbing was completed on November 8th. Cleaning and sealing the colored concrete sidewalk areas will be done at a later date by the Public Properties Department.

Funding: Grants **Est. Cost:** \$550,000 **Amt Spent as of 9/30/25:** \$5,872 **Est. Completion:** Fall 2025

CODE SUMMARY REPORT

	November 2025	November 2024	Current Year-to-Date 2025	Last Year-to-Date 2024
Assist Other Department Count	0	0	0	1
Open Cases Count	33	27	749	585
Closed Cases Count	9	11	294	329
No Violation Found Count	0	0	6	3
Pending Count	0	0	2	5
Referred to BPD Count	0	0	2	8
Referred to County Agency Count	0	0	0	0
Referred to Other City Dept. Count	0	0	1	1
Referred to Property Owner Count	0	0	0	0
Referred to State Agency Count	0	0	0	0
Sent to CA Count	0	0	0	3
Total Count	42	38	1,054	935

Community Development Monthly Case Report
11/01/2025 - 11/30/2025

Case #	Case Date	Parcel Address	Status	Reason for Violation	JMV(s) to be Removed
Group: Closed					
20251006	11/3/2025	1206 N 8th Street	Closed	deer carcass in back yard. (complaint received)	
20251015	11/5/2025	738 W Mary Street	Closed		White Ford Escape in driveway, no plates
20251016	11/5/2025	1109 E Court Street	Closed	Couch in front yard	
20251028	11/20/2025	105 N 4th Street	Closed	Mattress sitting next to dumpster along alleyway	
20251031	11/24/2025		Closed	Parking red jeep, in required front yard.	
20251035	11/25/2025	507 S 7th Street	Closed	Junk blocking alley access	
20251037	11/26/2025		Closed	temp sign not setback 10', on City property.	
20251038	11/26/2025		Closed	temp sign not setback 10' from curb on city property.	
20251039	11/26/2025		Closed	Temp sign not setback 10' from curb on city property.	
Group Total: 9					

Group: Open

20250999	11/24/2025	1607 Monroe Street	Open	Couches and recliners in back yard	
20251005	11/3/2025	1602-1604 Garfield Street	Open		Blue Chevy, no plates
20251007	11/4/2025	1721 Irving Street	Open		2002 Gold Chrysler Town & Country 3-A6233 expired 10/23
20251008	11/4/2025	1717 Irving Street	Open		1994 Blue Ford F150, 16-858D expired 09/24
20251009	11/4/2025	216 Cedar Street	Open	Mattress in the backyard.	
20251010	11/4/2025	2703 Ella Street	Open		
20251011	11/4/2025	2617 Ella Street	Open		Black Chevrolet Silverado, no plates
20251012	11/4/2025	1008 Elk Street	Open		1997 Green Buick Lesabre, 3-B3130 expired 06/24, sitting in back yard.
20251013	11/4/2025	1008 Elk Street	Open		2005 Gray BMW X5, 3-C6729 expired 09/23
20251014	11/4/2025	1008 Elk Street	Open		2 Black Volkswagen Jetta, watching currently unable to see plates.
20251017	11/7/2025	1700 Ella Street	Open	Tires, Car parts, scrap metal along garage and alley.	
20251018	11/10/2025	823 Ella Street	Open	Mattress on front porch	
20251019	11/10/2025	1123 Ella Street	Open	Cardboard boxes all over front porch	
20251020	11/12/2025	1723 High Street	Open	Gray canvas car port put up with no permit. not meeting setbacks. Plywood accessory structure built, no permit	
20251021	11/12/2025	709 S 11th Street	Open	Carport put up with no permit, not meeting set backs.	
20251022	11/13/2025	1218 N 9th Street	Open		White Jeep in driveway, no plates
20251023	11/13/2025	412 Ella Street	Open	West wall has a small brick collapse. Grout is severely deteriorated in the location. Bricks are falling out of the wall.	
20251024	11/25/2025	819 Lincoln Street	Open	Pile of sticks/branches along the street	
20251025	11/19/2025	01113 ELK	Open	Mattresses on front porch, tables in front yard along street, dresser on front porch.	
20251026	11/20/2025	1106-1108 Grant Street	Open	junk/trash in front yard along street	
20251027	11/20/2025	1223 N 8th Street	Open	Recliner along alleyway	
20251029	11/24/2025	434 N 8th Street	Open	Plumbing Issues.	
20251030	11/24/2025	1514 N 16th Street	Open	Metal cage, cabinet, clock set out along street on sidewalk	
20251032	11/24/2025	1715 Ella Street	Open		White Cadillac, No plates
20251033	11/25/2025	601 N 11th Street	Open	Couch, sitting on front porch	
20251034	11/25/2025	1527 Market Street	Open	Big pile of branches, sticks, and brush pile next to house. (complaint received)	
20251036	11/26/2025	1522 S 6th Street	Open	temp sign not setback 10' from curb.	
20251040	11/26/2025	310 Thayer Street	Open	Couch along street and sidewalk	
20251041	11/26/2025	1604 Park Street	Open	Couch sitting out front along sidewalk and street	
20251042	11/26/2025	1300 High Street	Open	Red recliner sitting on front porch	
20251043	11/26/2025	1212 Elk Street	Open		Tan Chevrolet sitting along alley, no plates
20251044	11/26/2025	609 N 5th Street	Open		1997 Green GMC 1500, 3-5719A expired 08/24
20251045	11/26/2025	917 N 5th Street	Open		1998 Black Chevrolet Blazer, 3-B2163 expired 07/25
Group Total: 33					

Total Records: 42

12/1/2025

PERMIT SUMMARY REPORT

	November 2025	November 2024	Current Year-to-Date 2025	Last Year-to-Date 2024
Administrative Setback Adjustment (Zoning)				
Count	1	1	3	1
Fees Paid	\$ 50.00	\$ 50.00	\$ 100.00	\$ 50.00
Administrative Subdivision Application (Zoning)				
Count	0	0	5	5
Fees Paid	\$ -	\$ -	\$ 618.00	\$ 500.00
Appeals Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Building Permit Application				
Count	14	17	299	348
Fees Paid	\$ 5,300.04	\$ 6,611.44	\$ 148,465.82	\$ 136,369.10
Demolition Permit Application				
Count	0	0	21	11
Fees Paid	\$ -	\$ -	\$ 90.00	\$ 30.00
Encroachment Permit Application				
Count	1	4	44	67
Fees Paid	\$ 25.00	\$ 165.00	\$ 1,155.00	\$ 2,010.00
Final Plat Application (Zoning)				
Count	0	0	6	3
Fees Paid	\$ -	\$ -	\$ 524.00	\$ 530.00
Flood District Development Permit				
Count	2	0	3	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Hobbyist Vehicle Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Inquiry				
Count	0	0	11	1
Fees Paid	\$ -	\$ -	\$ -	\$ -
Mechanical Permit Application				
Count	1	0	20	14
Fees Paid	\$ 30.00	\$ -	\$ 2,370.00	\$ 540.00
Moving Permit Application				
Count	0	0	3	3
Fees Paid	\$ -	\$ -	\$ 300.00	\$ 300.00
Mow-to-Own				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Plumber Registration				
Count	0	1	54	5
Fees Paid	\$ -	\$ 25.00	\$ 1,157.00	\$ 185.00
Plumbing Permit Application				
Count	2	1	32	23
Fees Paid	\$ 52.00	\$ 18.00	\$ 3,818.00	\$ 2,358.00
Preliminary Plat Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Racecar Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Re-Zoning Application				
Count	1	0	4	3
Fees Paid	\$ 100.00	\$ -	\$ 400.00	\$ 300.00
Sign Permit Application				
Count	2	1	20	10
Fees Paid	\$ 150.00	\$ 75.00	\$ 1,500.00	\$ 750.00
Special Use Permit (Zoning)				
Count	0	2	8	6
Fees Paid	\$ -	\$ 222.00	\$ 880.00	\$ 522.00

Vacate Public Ways				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Water Tap				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Zoning Verification				
Count	0	0	1	0
Fees Paid	\$ -	\$ -	\$ 100.00	\$ -
Voided Permits	1	1	8	15
Total Count	25	28	542	\$ 515
Total Fees Paid	\$ 5,707.04	\$ 7,166.44	\$ 161,477.82	\$ 144,444.10

MONTHLY BUILDING PERMITS
11/1/25 to 11/30/25

Permit #	Permit Date	Permit Type	Description	Owner Name	Parcel Address	Parcel #	Total Fees	Total Valuation	Primary Contractor
20250535	11/26/2025	Building Permit Application	Intellibrace	MCCARTER, KAY R	323 S 9TH	010097000	\$321.24	19,999.00	Groundworks
20250534	11/24/2025	Building Permit Application	Deck/Porch Repair	HENNING, WESLEY M & SUE A	01222 WASHINGTON	014304000	\$125.00	4,500.00	Sharp Restoration
20250531	11/21/2025	Building Permit Application	shed	Darrel Applegarth	815 Jefferson Street	010888000	\$41.80	1,100.00	
20250524	11/19/2025	Building Permit Application	Garage	CARNEY, KALIE	00660 W COURT	013198000	\$411.45	27,000.00	KMR Contracting
20250523	11/17/2025	Building Permit Application	Octagon Pavilion for Cancer Garden Park			009591000		31,693.81	Friesen Landscaping
20250519	11/10/2025	Building Permit Application	Rebuild porch and deck	Phillip L & Dottie A Browning	813 N 8th Street	014811000	\$713.75	60,000.00	
20250516	11/5/2025	Building Permit Application	Shed	Donna M Miller, SLE ETAL	815 N 16th Street	012076000	\$93.05	3,700.00	Derksen Portable Buildings/Kurt Larkins
20250513	11/4/2025	Building Permit Application	Alteration	KINNEY HOLDINGS LLC	02800 RIDGEVIEW DR	011643524	\$3,093.75	475,000.00	Caspers Construction
20250512	11/4/2025	Building Permit Application	Man Cave deck	Patrick M & Mary Ann Ratigan	668 E DORSEY RD	004201004	\$125.00	4,000.00	Verlyn Dodge

DEMOLITION PROJECTS 2025

The dilapidated structures process starts with compiling evidence and continues until the structure is demolished. This process is essentially a 16-step process with various timelines/deadlines that have to be adhered too. The following information will provide will give you a better understanding of where we are with removing dilapidated structures:

	Address	Status	Demo Cost	Notes
1	820 Market Street	City to demo/held up		Condemned by City. Ready for demo.
2	1617 Court Street	Owner to Demo		Dilapidated garage
3	517 S 10th Street	Owner to Demo		Demo garage
4	321 N 20th Street	Owner to Demo		Demo garage
5	424 N 17th	Owner to Demo		Demo Garage
6	1013 Court Street	Owner to Demo		Demo house
7	1115 S 3rd	Pending		City condemned property. Unfit and unsafe for human habitation
8	903 Grant Street	Owner to Demo		Small garage

Demo Process:

Receive complaint

Compile evidence

- 1 Send owner intent letter and inspection request
- 2 Owner responds and will comply – Monitor progress
- 3 Obtain Inspection Warrant
- 4 Serve Inspection Warrant
- 5 Order title search
- 6 Condemn property
- 7 Notice and Order all with legal interest
- 8 Disconnect BPW utilities
- 9 Prepare Affidavit of Service
- 10 File Certificate of Substandard Building
- 11 Schedule appeals hearings (if necessary)
- 12 Obtain demolition quotes
- 13 Have local utilities shut off
- 14 Demolition