

**City of Beatrice, Nebraska**  
**Beatrice Regular City Council Meeting**  
**Monday, April 20, 2026 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. **PROCLAMATION** – National Library Week, April 19-25, 2026
4. **PROCLAMATION** – Arbor Day, April 24, 2026
5. **CONSENT AGENDA**
  - 5.a. Approve agenda as submitted.
  - 5.b. Receive and place on file all notices pertaining to this meeting.
  - 5.c. Receive and place on file all materials having any bearing on this meeting.
  - 5.d. Approval of minutes of regular meeting on April 6, 2026, as on file in the City Clerk's Office.
  - 5.e. Approval of Treasurer's Report of Claims in the amount of \$1,179,337.25.
  - 5.f. Approval of BASWA Report of Claims in the amount of \$434,941.15.
  - 5.g. Approval of BPW Report of Claims in the amount of \$1,716,059.12.
  - 5.h. Approval of Pay Request #13 in the amount of \$369,548.05, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
  - 5.i. Approval of Pay Request #8 in the amount of \$103,631.80 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
  - 5.j. Approval of the funding request from Keep Beatrice Beautiful in the amount of \$2,000.00 for the expansion of their electronic and glass recycling program, as recommended by the Beatrice Plus Advisory Board.
  - 5.k. Approval of the funding request from Main Street in the amount of \$2,000.00 for flowers in the downtown planters, as recommended by the Beatrice Plus Advisory Board.
  - 5.l. Approval of the funding request from St. Joseph School in the amount of \$5,000.00 for the installation of water access for a community garden, as recommended by the Beatrice Plus Advisory Board.
  - 5.m. Resolution Number 7761 appointing Ryan Trauernicht to the Beatrice Board of Public Works.
  - 5.n. Resolution Number 7762 appointing Darin Baehr as Chairman of the Beatrice Board of Public Works.
  - 5.o. Resolution Number 7763 appointing Chad Omar to the Board of Appeals.
  - 5.p. Resolution Number 7764 appointing Jessica Javorsky to the Library Advisory Board.
  - 5.q. Resolution Number 7765 executing the Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., for the purpose of

conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield.

- 5.r. Resolution Number 7766 executing the Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., for the purpose of conducting aeronautical services on the Beatrice Municipal Airport's airfield.
- 5.s. Resolution Number 7767 submitting a check in the amount of \$60,027.53 to NDED terminating Contract No. 24-03-383 by mutual agreement of both parties for the unused funding from the CCCFF Grant Program for the 4th & 5th Street Downtown Improvement Project.
- 5.t. Resolution Number 7768 executing the OAP Amendment Number 5 and HDHP Amendment Number 5 to the City of Beatrice/Board of Public Works Employee Health Plan.

6. **PUBLIC HEARINGS/BIDS**

- 6.a. Public Hearing for the purpose of receiving comments from the public regarding the proposed Amendment to Wellhead Protection Plan

7. **RESOLUTIONS**

- 7.a. Resolution Number 7769 adopting the Amended Wellhead Protection Area developed by Olsson, Inc., removing the southwest portion of the Wellhead Protection Area surrounding the City Wellfield.
- 7.b. Resolution Number 7770 dedicating Outlot A, Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska, as a public park to be known as Lincoln Legacy Park.
- 7.c. Resolution Number 7771 entering into an Engagement Letter for Commercial Appraisal Services between the City and Kubert Appraisal Group to provide appraisal services for property legally described as: The Lots 1-11, Block 17, and all the vacated alley within said Block 17, and the South 100 feet of Lots 5-9, Block 16, and Green Avenue and Nicholls Avenue lying East of 9th Street, both heretofore vacated, all in Riverside Park Addition to the City of Beatrice, Gage County, Nebraska.
- 7.d. Resolution Number 7772 executing the Subdivision Improvement Agreement with Excel Health Services, dba Excel Development Group.
- 7.e. Resolution Number 7773 executing any and all documents necessary to effectuate Grant No. 3-31-0009-26-2026, for the purchase and installation of new navigational assistance equipment (NAVAID) at the Beatrice Municipal Airport.
- 7.f. Resolution Number 7774 executing the Preliminary Engineering Services Agreement between the City and Olsson, Inc, for the Beatrice Homestead Trail, Project TAP-FLTP-34(44), CN 13488.
- 7.g. Resolution Number 7775 consenting to the Southeast Nebraska Development District's (SEND) scope of the proposed park planning and assessment study of the Dempster Site located at 711 South 6th Street for the purpose of developing a Master Plan

8. **ORDINANCES**

- 8.a. Ordinance Number 26-10, **third and final reading**, on the proposed annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

9. **PUBLIC FORUM**

10. **DISCUSSIONS/REPORTS**

10.a. City Administrator's Monthly Report.

11. **EXECUTIVE SESSION** - Contract Negotiations

12. **MISCELLANEOUS**

12.a. The next regular City Council meeting is May 4, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.



# PROCLAMATION

- WHEREAS,** libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can find joy through exploration and discover; and
- WHEREAS,** libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals—regardless of background—have the support they need to learn, connect, and thrive; and
- WHEREAS,** libraries partner with schools, businesses, and organizations to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community; and
- WHEREAS,** dedicated librarians and library workers provide welcoming spaces that inspire discovery, collaboration, and creativity for all; and
- WHEREAS,** libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme “*Find Your Joy*”.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim April 19-25, 2026, as

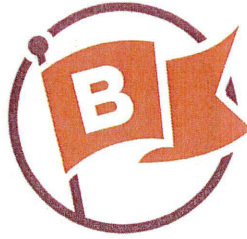
## NATIONAL LIBRARY WEEK

in the City of Beatrice and encourage all residents to visit our library, explore its resources, and celebrate all the ways the library helps our community find joy.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 20<sup>th</sup> day of April, 2026.

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



# PROCLAMATION

**WHEREAS,** in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees; and

**WHEREAS,** this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the nation and the world; and

**WHEREAS,** trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

**WHEREAS,** trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

**WHEREAS,** trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

**WHEREAS,** trees, wherever they are planted, are a source of joy and spiritual renewal.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim April 24, 2026, as

## ARBOR DAY

in the City of Beatrice and encourage all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and promote the well-being of this and future generations.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 20<sup>th</sup> day of April, 2026.

Robert Morgan, Mayor

## NOTICE OF MEETING

Notice is hereby given that a meeting of the Mayor and Council of the City of Beatrice, Nebraska will be held at 6:00 P.M. on April 20, 2026, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, and will be open to the public. An agenda for such meeting is available for public inspection at the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska, and on the City website, [www.beatrice.ne.gov](http://www.beatrice.ne.gov).

Erin Saathoff, MMC, City Clerk

April 15, 2026



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

APRIL 6, 2026

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 6<sup>th</sup> day of April, 2026, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on April 1, 2026, 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: Doyle, Eckhoff, Eskra, Fairbanks, Hydo, McLain, Ruh  
Absent: Barnard

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.

#### Proclamation – “Autism Acceptance Month”

Mayor Morgan presented the proclamation for “Autism Acceptance Month” to Councilmember Fairbanks, whose grandson is on the autism spectrum. Councilmember Fairbanks passed the proclamation on to three (3) other members of our community this year, Chrystal Wallman, her son Kason, and his aunt, Donna Schultze. Wallman encouraged everyone to strive for acceptance and inclusion and to continue building a community where every individual has the opportunity to thrive.

#### DISCUSSIONS/REPORTS

##### Update on SCC-Beatrice

Toni Landenberger, Associate Vice President – SCC Beatrice Campus, appeared before the Council to give an update on the programs at Southeast Community College (SCC) - Beatrice. Landenberger has been with SCC for twenty-five (25) years. SCC will be offering a few new programs including an Associate's Degree in Nursing, Utility Lineworker, and plans to expand their welding trades center that opened in Fall 2025. Landenberger reported she worked hard to bring the utility lineworker program, which will be in Fall 2026, to Beatrice and has partnered with Norris Public Power District and reached out to the City for another potential partnership in the future. Landenberger stated SCC has approximately five hundred fifty (550) students enrolled, with the Ag and Athlete Transfer being the largest programs. SCC also has approximately twenty-five (25) international students. SCC offers baseball, softball, co-ed rodeo, E-sports,

and golf. SCC is looking to expand their Ag program by replacing Ford Hall with new Agriculture Technology Center, which will be expandable. It will house four (4) classroom labs and there are plans to add a greenhouse as well.

### **Presentation by Neapco**

Herb Griebe, Neapco Plant Manager – Components, appeared before the Council to give a refresher and update on Neapco. Neapco opened in 1981 and has since expanded the factory three (3) times and added an office in 2015. Griebe reported most of their business is with small vehicle and ag products. Neapco has three (3) shifts with approximately one hundred forty (140) hourly employees and forty (40) salary employees. Griebe stated Neapco continues to work with partners to create new, innovative products. Griebe noted he would love to see the city grow and Neapco is always in a hiring mode, ranging from assembly, machines, and facility maintenance. Griebe further noted they are always looking for part time work as well to help fill in gaps. Griebe reported he attended the career fair at Southeast Community College (SCC) and Beatrice High School to speak to students about job opportunities. Griebe noted when hiring employees, he believes it is important to know not all employees will stay forever, but providing the tools and training to them while they are with you is important for their success, because you never know what potential partnerships you may develop.

### **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 March 16, 2026, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$892,976.47.
- f. Approval of BASWA Report of Claims in the amount of \$530,235.61.
- g. Approval of BPW Report of Claims in the amount of \$1,984,386.29.
- h. Approval of Pay Request #7 in the amount of \$398,693.11 to Building Crafts, Inc., for the WPC Grit Improvements project, as recommended by the Board of Public Works.
- i. Approval of Pay Request #7 in the amount of \$63,766.06 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
- j. Approval of Change Order #4 increase in the amount of \$5,933.00 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
- k. Refer claim of Alayna McGinty, Wyatt McGinty, and Isabelle Rios regarding damages to their personal property to the City Attorney and City Insurance carrier for review and disposition.
- l. Refer claim of Rodney Trauernicht regarding damages to his personal property to the City Attorney and City Insurance carrier for review and disposition.
- m. Refer claim of Joyce Porter regarding damages to her personal property to the City Attorney and City Insurance carrier for review and disposition.
- n. Refer claim of Tammy Vculek for an injury occurring on November 16, 2025 to the City Attorney and City's Insurance Carrier for review and disposition.
- o. Award of bid for the Hannibal Park – Field No. 8 Project – 2026 to Clausen & Sons Dirt Work, Inc., in the amount of \$115,215.00.
- p. Resolution Number 7751 granting permission to Tall Tree Tastings, LLC, to serve alcoholic beverages in the Beatrice Public Library on Tuesday, April 28, 2026, from 5:00 p.m. to 10:00 p.m., for a "Little Black Dress" event.

- q. Resolution Number 7752 entering into a Wide Area Network (WAN) Leasing and Services Agreement and any and all other documents necessary, between the City and Unite Private Networks, LLC, d/b/a Segra, for Segra to lease WAN Facilities and provide WAN Services to the Beatrice Public Library.
- r. Resolution Number 7753 executing the Amendment to Administrative Service Agreement with Allegiance, and any and all other documents necessary, to reflect the increase in administrative fees paid to Allegiance.
- s. Resolution Number 7754 consenting to the assignment of Evalyn M. Fitzwater's, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991, right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater.
- t. Resolution Number 7755 submitting Payment Request #9 to the Nebraska Department of Economic Development for the reimbursement of eligible costs for the Downtown Revitalization Project 23-DTR-002.
- u. Resolution Number 7756 stopping all traffic traveling south on Crest Drive before entering the intersection of Crest Drive and Scott Street.

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

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

MOTION CARRIED.

**PUBLIC HEARINGS/BIDS**

**Public Hearing for the purpose of considering the application of Ironwood Grille, LLC, dba, Ironwood Grille, LLC, 1301 Oak Street, Beatrice, Nebraska, for a new application for a Class C liquor license**

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the application of Ironwood Grille, LLC, dba, Ironwood Grille, LLC, 1301 Oak Street, Beatrice, Nebraska, for a new application for a Class C liquor license.

Jay Murphy, Chief of Police, under oath, presented the Police Department report to the Council, stating there was nothing found in the standard background investigation to prohibit the issuance of this license.

Chet McGrury, Community Development Director, under oath, reported there were no issues found in the planning report conducted by the Community Development Department and there are no foreseeable issues or concerns.

Wendy Jurgens, owner, appeared before the Council and thanked them for the support and reported they are excited to bring their business to the Beatrice Country Club and the Beatrice community. Councilmember Doyle thanked Jurgens for investing in the community and asked for clarification that Ironwood Grille is also open to the community. Jurgens stated Ironwood Grille is open to the public, seven (7) days a week, from 11:00 a.m. to 8:00 p.m.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:46 p.m.

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

MOTION CARRIED.

Moved by McLain, seconded by Fairbanks, that the application of Ironwood Grille, LLC, dba, Ironwood Grille, LLC, 1301 Oak Street, Beatrice, Nebraska, for a Class C liquor license, be recommended to the Nebraska Liquor Control Commission for approval.

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

MOTION CARRIED.

**Public Hearing for the purpose of considering amending Section 505 of Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Special and Overlay Districts definitions, and adding Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts**

Mayor Morgan announced that a public hearing will now be held for the purpose to consider amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City has been approached by someone wishing to open a butchery within the two-mile zoning jurisdiction which the current zoning does not allow. The proposed amendments would allow a butchery by special use permit within Agriculture "AG" or General Industrial "GI" districts. The amendments set guidelines so that no confinement area shall be located within one hundred feet (100') of the property lines or within seven hundred fifty feet (750') of an existing residential structure. No animals shall remain in the confinement area for more than three (3) calendar days and no more than five (5) animals shall be contained for more than eight (8) consecutive hours at a time. All Special Use Permit applications will be required to provide: a traffic plan, livestock and butchering waste removal or disposal plans, drainage plans, and pollution control measures. Councilmember Ruh asked for clarification that if someone brings in fifteen (15) animals, they must have the number down to five (5) within eight (8) hours and Tempelmeyer stated that was correct. Taylor Rivera, City Attorney, stated the waste removal will be regulated under the Nebraska Department Water, Energy, and Environment (DWEE) regulations and standards, as well as the City's nuisance ordinance. Councilmember Hydo stated she is uncomfortable with someone being able to bring in one hundred (100) animals at a time as long as the butchery can be down to five (5) within eight (8) hours, as that could be a large operation. Tempelmeyer noted that could happen, however, Planning and Zoning could put more restrictions on the special use permit if they felt they needed to as they are reviewing the application.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:55 p.m.

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

MOTION CARRIED.

**RESOLUTIONS**

**Resolution Number 7757 executing the Professional Services Agreement between the City and JEO Consulting Group, Inc., for the Beatrice Court Street Access and Safety Transformation ("CAST") Initiative, Project DPS-34(46), CN 13608**

Mayor Morgan introduced Resolution Number 7757 executing the Professional Services Agreement between the City and JEO Consulting Group, Inc., for the Beatrice Court Street Access and Safety Transformation ("CAST") Initiative, Project DPS-34(46), CN 13608.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7757 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is the next step on the Highway 136 reroute. This Agreement assigns JEO as the engineer. Tempelmeyer noted there will be seven (7) progress meetings with JEO and the City; four (4) meetings with the Nebraska Department of Transportation (NDOT), three (3) utility coordination meetings, one (1) public meeting for public input, and ten (10) stakeholder meetings to meet with the business owners in the area. In addition to the meetings, JEO will also have a project website and provide the City information to disperse on the status of the project. The total cost for this Agreement, which is for preliminary engineering services for design is \$1.2 million. Tempelmeyer noted there will be a separate contract for construction management and oversight.

Mayor Morgan noted there is a lot riding on this project for JEO as well, as many people will look at this project for reference. Mayor Morgan further noted he is confident JEO will move through the project and work to meet the December 2028 deadline.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7757 – Passed and Adopted** – executing the Professional Services Agreement between the City and JEO Consulting Group, Inc., for the Beatrice Court Street Access and Safety Transformation ("CAST") Initiative, Project DPS-34(46), CN 13608  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7758 approving and accepting the bid submitted by Danielle's Approach, LLC, for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport, Grant No. 3-31-0009-025/026/027, subject to and contingent upon the FAA's concurrence in award and offer of an Airport Improvement Program grant**

Mayor Morgan introduced Resolution Number 7758 approving and accepting the bid submitted by Danielle's Approach, LLC, for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport, Grant No. 3-31-0009-025/026/027, subject to and contingent upon the FAA's concurrence in award and offer of an Airport Improvement Program grant.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7758 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained this is for the NAVID lighting upgrades. Three (3) bids ranging from \$670,000 to \$945,000 were received for the project. The engineer's estimate on the project was \$883,000. Tempelmeyer noted this project is a 95/5 federal project, wherein the federal government will be paying ninety-five percent (95%) on this project. Tempelmeyer explained the City will be receiving approximately \$16,000 from a state aid grant, making the City's portion approximately \$20,000, on a \$670,000 project. The City worked with Danielle's Approach on the taxiway project and we have no concerns with them on this project, which is anticipated to be completed later April 6, 2026

this summer. Mayor Morgan noted this is another great asset for our Airport. Councilmember Hydo noted she appreciates how thorough the engineer is on this project and laying out the bid comparison easy to understand.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7758 – Passed and Adopted** – approving and accepting the bid submitted by Danielle’s Approach, LLC, for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport, Grant No. 3-31-0009-025/026/027, subject to and contingent upon the FAA’s concurrence in award and offer of an Airport Improvement Program grant

*Incorporated into the Minute Record by Reference*

**Resolution Number 7759 executing Amendment No. 4 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction and special material testing phase services to assist with the additional observation to take place during the construction phase of the Reconstruct Taxiway ‘C’ & Apron project**

Mayor Morgan introduced Resolution Number 7759 executing Amendment No. 4 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction and special material testing phase services to assist with the additional observation to take place during the construction phase of the Reconstruct Taxiway ‘C’ & Apron project.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7759 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained due to the taxiway project taking longer than anticipated to complete, Alfred Benesch incurred additional labor hours and concrete testing. The project was supposed to be one hundred eighty-two (182) calendar days, however, the total days expanded to two hundred seventy-eight (278). The total additional fees incurred by Benesch is approximately \$62,539. Tempelmeyer noted the contractor had liquidated damages on this project in the amount of \$154,750, which will be reduced from the total paid to the contractor. Tempelmeyer explained many times people will ask why liquidated damages are charged on projects and this is one (1) reason, as the City may incur additional expenses.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7759 – Passed and Adopted** – executing Amendment No. 4 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction and special material testing phase services to assist with the additional observation to take place during the construction phase of the Reconstruct Taxiway ‘C’ & Apron project

*Incorporated into the Minute Record by Reference*

## ORDINANCES

### **Ordinance 26-10, second reading, on the proposed annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice**

Mayor Morgan introduced Ordinance Number 26-10, for the second reading on the proposed annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

Moved by McLain, seconded by Fairbanks, that said Ordinance Number 24-10, be read by title only for the second time tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-10 by title only the second time.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained this is for the annexation of approximately ten (10) acres by the Industrial Park, which was recently rezoned to General Industrial "GI". This is the second reading of the ordinance and the third and final reading will be done at the next Council meeting to finalize the process.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-10 by title only for the second time:

"Ordinance Number 26-10. An ordinance to extend the boundaries and include within the corporate limits of, and to annex to, the City of Beatrice, Nebraska a parcel of land owned by Armstrong Rentals, LLC, a Nebraska limited liability company, which is adjacent, contiguous, and located in or near the City of Beatrice, Gage County, Nebraska; to provide service benefits thereto; to repeal conflicting ordinances; and to provide for publication in electronic form and effective date of this ordinance."

### **Ordinance amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses**

Mayor Morgan introduced an ordinance amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-12, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-12 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-12 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**ORDINANCE NUMBER 26-12** – Passed and Approved – amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses

*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 vacating a portion of Lots One (1) and Six (6) and all of Lot Five (5), Beatrice Retirement Village Addition, City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance vacating a portion of Lots One (1) and Six (6) and all of Lot Five (5), Beatrice Retirement Village Addition, City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-13, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-13 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-13 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council when the Good Samaritan Center located in the Beatrice Retirement Village Addition, it was built over lot lines. The owner wishes to sell a portion of their property, and in order to do so, a portion of Lot One (1) and Six (6), and all of Lot Five (5) need to be vacated. Tempelmeyer noted the next ordinance will replat this area as Beatrice Commons. The Beatrice Commons redevelopment project will have thirty-two (32) lots and an apartment complex with thirty-five (35) to forty (40) units for senior living.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**ORDINANCE NUMBER 26-13** – Passed and Approved – vacating a portion of Lots One (1) and Six (6) and all of Lot Five (5), Beatrice Retirement Village Addition, City of Beatrice, Gage County, Nebraska

*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 approving the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance approving the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-14, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-14 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-14 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**ORDINANCE NUMBER 26-14** – Passed and Approved – approving the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska

*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 vacating all of Progress Boulevard lying in Beatrice Business Campus Subdivision, City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance vacating all of Progress Boulevard lying in Beatrice Business Campus Subdivision, City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-15, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-15 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-15 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, stated the next three (3) ordinances are related. As discussed earlier this evening, Southeast Community College (SCC) has plans to grow and expand Ag Hall. Tempelmeyer explained Progress Blvd is the road to the south that accessed Knowledge Marketing. SCC acquired the property in approximately 2003, however, Progress Blvd is a city street. When looking at the plans for the Ag Hall expansion, SCC would prefer to have all the roads as private roads. This ordinance is to vacate Progress Boulevard, which will then be sold to SCC so they will own and maintain moving forward.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**ORDINANCE NUMBER 26-15** – Passed and Approved – vacating all of Progress Boulevard lying in Beatrice Business Campus Subdivision, City of Beatrice, Gage County, Nebraska

*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 Southeast Community College Area**

Mayor Morgan introduced an ordinance conveying real estate owned by the City to Southeast Community College Area.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-16, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-16 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-16 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, stated this ordinance and the following resolution authorize the City to sell Progress Boulevard to Southeast Community College (SCC) for their expansion project.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**ORDINANCE NUMBER 26-16** – Passed and Approved – conveying real estate owned by the City to Southeast Community College Area

*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 7760 entering into a Contract for Sale of Real Estate with Southeast Community College Area**

Mayor Morgan introduced Resolution Number 7760 entering into a Contract for Sale of Real Estate with Southeast Community College Area.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7760 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

**RESOLUTION NUMBER 7760 – Passed and Adopted** – entering into a Contract for Sale of Real Estate with Southeast Community College Area  
*Incorporated into the Minute Record by Reference*

## PUBLIC FORUM

No one appeared during public forum.

## DISCUSSIONS/REPORTS

### **2025 Beatrice Police Department Report**

Jay Murphy, Chief of Police, presented the 2025 Beatrice Police Department (BPD) Annual Report to the Council. Chief Murphy stated in 2025, Russ Jobman was promoted to Lead Dispatcher with the loss of the 911 Director and two (2) new employees were hired to replace two (2) employees who left their position with BPD. In 2025, BPD implemented a K9 shift, from noon to 10:00 p.m., which helps cover both days and nights. A grant was received of the purchase of stationary license plate readers, which have been installed. Chief Murphy reported “Project Lifesaver” was started, which is a program to help families with autistic kids or dementia patients, who are wanderers.

Chief Murphy reported the calls for service in 2025 totaled 24,806, which was down significantly from 34,595 in 2024. Chief Murphy explained this decrease is due to Southeast 911 Communications (SE911) no longer dispatching for Crete Police Department, Crete Fire & Rescue, and Richardson County.

Chief Murphy stated one of the highlights from 2025 was Sergeant Maloley's receiving both the Nebraska and National American Legion Law Enforcement Office of the Year awards for his actions in a homicide case that happened in the fall of 2024.

Chief Murphy reported all sworn officers are required to complete a minimum of thirty-two (32) hours of continuing education annually, which was increased from twenty-four (24). During 2025, the continuing education training hours for the entire BPD officers totaled 1,864.

The total calls officers responded to in 2025 was 12,245, which was up from 11,575 in 2024. Chief Murphy noted the disturbance, domestics, or assaults calls were down approximately one hundred thirty (130) in 2025, which he contributes to the Victim Assistance Coordinator. Chief Murphy noted traffic stops increased by approximately 1,000. Chief Murphy reported the number of written warnings (822) and citations (1,029) was a fair split and he explained stems from officers to educate the public, which sometimes leads to an arrest or a citation. Total arrests in 2025 were 775, up from 640 in 2024, and the large increase was in drug violations, which is due to BPD's narcotics task force who focuses on buying drugs and traffic interdiction. Chief Murphy noted in 2025 BPD started tracking the seizures and property recovered, most notably 502 grams of methamphetamine for a street value of \$50,200. The Investigations team reported 198 felony crimes with 121 arrests, which increased to 252 with 146 arrests in 2025.

Chief Murphy stated BPDs K9 units, Thomas and Toro, were deployed a total of forty-six (46) times in 2025. Chief Murphy estimated both K9s have approximately two (2) to three (3) years of service left. Chief Murphy noted BPDs School Resource Officer (SRO) program has one (1) officer at Beatrice High School and one (1) officer at Beatrice Middle School, as well as a juvenile services officer at the Beatrice Elementary School one (1) day a week. The BPD drone program was deployed a total of eleven (11) times in 2025. The Victim Assistance Program provided services to 1,128 victims in 2025 and 1,258 victims in 2024. In addition, a total of 2,692 victimizations were addressed in 2025, up from 2,030 in 2024.

Chief Murphy noted BPD has an active community policing program, engaging with citizens during events such as Night of the Great Pumpkin and Holiday Lighted Parade. BPD is also active with the Beatrice Special Olympics community by participating in basketball and flag football scrimmages, Law Enforcement Torch Run, and the Tip-A-Cop event, with proceeds benefiting the local Special Olympics. The Free Ride Home program had a total of 650 vouchers in 2025. National Night Out was a success in 2025 with thirty-four (34) booths, and Stuff the Cruiser event helped serve 405 children in 2025.

Councilmember Fairbanks inquired if there was anything Murphy feels the Department is lacking and Murphy noted the Department is in a good position at this time. Councilmember Hydo inquired how vehicle replacement is handled and Tobias J. Tempelmeyer, City Administrator/General Manager, explained patrol replacement occurs when the City issues Public Safety Debt bonds. Councilmember Hydo noted there was an increase in mental health assessments. Chief Murphy stated he is unsure why there was such an increase and explained that Beatrice Community Hospital offers mental health assessments, and BPD has an online zoom assessment with TASK in Lincoln officers can utilize to get individuals the help they need. Councilmember Hydo inquired if drugs are the main issue or if there is something else. Chief Murphy noted while Beatrice does have its share of drugs, he does not feel we have a drug problem; however, drugs can also lead to other issues, which is why BPD does their best to have someone specialized in drug interdiction.

Mayor Morgan reminded the Council to keep in mind the importance of the Victim Assistance Coordinator position, as it is a grant funded position, and encouraged this body to find a way to fund that position if the grant funding becomes unavailable.

## EXECUTIVE SESSION

Moved by McLain, seconded by Fairbanks, that the Beatrice City Council go into closed session at 7:42 p.m., for the protection of public interest to discuss contract negotiations.

Mayor Morgan announced that it has been Moved by McLain, seconded by Fairbanks, that the Beatrice City Council go into closed session at 7:42 p.m., for the protection of public interest to discuss contract negotiations.

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

MOTION CARRIED.

Reconvened at 8:25 p.m.

## ADJOURNMENT

The next regular City Council meeting is April 20, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by McLain, seconded by Fairbanks, that the meeting be adjourned at 8:25 p.m.

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

MOTION CARRIED.

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

**City Claims approved as follows:** (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$52.06; Ackerman Lock & Key, Se, \$64.05; All Copy Products, Se, \$533.10; American Legion, Su, \$373.42; Beatrice Daily Sun, Su, \$732.00; Beatrice Humane Society, Re, \$2,000.00; Beatrice Iron And Metal Co, Su, \$546.76; Beatrice Ready Mixed, Su, \$8,265.74; Bizco Inc, Su, \$1,189.17; Black Hills Energy, Se, \$3,384.29; Board Of Public Works, Re, \$26,582.17; Bomgaars Supply Inc, Su, \$425.02; Bond Owner, Ex, \$1,013,844.38; Bound Tree Medical Llc, Su, \$1,726.29; Bowman Consulting Group Ltd, Se, \$517.50; Bragg, Robert, Se, \$6,000.00; Bryan Health - Health Information Mgmt, Fe, \$55.80; Cary's Cleaning, Se, \$5,412.00; Caselle, Inc, Se, \$4,840.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$12.29; City Self Insured Health Plan, Re, \$25,200.00; City Service Valcon Llc., Su, \$33,419.21; City Treas. Petty Cash, Re, \$247.69; City Treasurer, Re, \$9,795.00; Colleen's Catering Llc, Se, \$2,451.00; Column Software Pbc, Fe, \$309.77; Das State Acctg-Central Finance Ocio, Se, \$614.40; Datashield Corporation, Se, \$54.53; Diamond T Truck And Trailer, Su, \$56.42; Diode Technologies Llc, Se, \$270.00; Dog Waste Depot, Su, \$242.77; Eakes, Inc., Su, \$576.79; Environmental Maintenance Services Llc, Se, \$2,005.00; Farmers Cooperative, Su, \$9,488.47; First Wireless Inc., Se, \$1,039.53; Forvis Mazars, Fe, \$20,984.50; Gage County Register Of Deeds, Fe, \$232.00; Galls Llc, Su, \$139.97; Government Finance Officers Assoc, Fe, \$590.00; Grainger, Su, \$270.92; Hamm Inc, Su, \$1,715.56; Inland Truck Parts And Service, Su, \$506.12; Intermedia.Net Inc, Se, \$299.30; Interstate Power Systems, Inc, Se, Su, \$5,619.16; Jason Zvolanek, Ex, \$2,500.00; Jeo Consulting Group Inc, Ex, \$10,376.63; Johnny's Welding Inc., Se, Su, \$6,372.48; Justin Wollenburg, Se, Su, \$532.23; Ken Cheloha, Re, \$78.00; Klecans Diverse Service Llc, Se, \$1,140.00; Lammel Plumbing Inc, Se, Su, \$192.12; Lampton Welding Supply Co., Inc, Su, \$1,313.92; Larry's Tire And Service Inc., Se, Su, \$30.00; Logan Contractors Supply, Su, \$205.00; Lsc Environmental

Products, Llc, Su, \$975.01; Macqueen Equipment Llc, Se, Su, \$18,482.55; Mead Lumber And Rental-Beatrice, Su, \$181.60; Merchant McIntyre & Assoc Llc, Fe, \$8,000.00; Nebr Dept Of Revenue, Fe, \$100.00; Nebraska Municipal Fire Chiefs Asn, Fe, \$50.00; Nutrien Ag Solutions, Su, \$1,885.00; Oakview Veterinary Clinic, Su, \$6.95; O'reilly Auto Parts, Su, \$731.86; Pinnacle Bank, Fe, \$234.90; Plymouth Electric Inc, Se, Su, \$1,253.72; Premier Mower & Powersports Llc, Su, \$96.37; Priority Printing, Su, \$2,191.32; R.L. Tiemann Construction, Inc, Su, \$2,331.09; Reef Tectonics, Inc., Se, \$73.00; Refuse Inc., Su, \$16,490.00; Rewound Power Motors Sls And Svc Inc, Se, Su, \$1,360.01; Rivistas Subscription Services, Su, \$468.34; Rollins Inc, Se, \$87.60; Saathoff, Erin, Re, \$126.15; Sack Lumber Company, Su, \$323.81; Sapp Brothers, Su, \$22,743.76; Schuster's Outdoor And Rv Inc., Su, \$570.06; Security First Bank, Re, \$27,502.81; Seth Ray, Se, \$250.00; Sherwin-Williams Co., Su, \$19.16; Siteone Landscape Supply, Llc, Su, \$456.06; Southeast Nebr Development District, Ex, \$13,227.18; Springfield Electric Supply Company Llc, Su, \$1,291.29; State Of Nebraska, Se, \$818.33; Sunny Smith, Se, \$1,350.00; Tempelmeyer, Tobias, Re, \$60.18; Tractor Supply, Su, \$95.84; Travelers, Fe, \$6,631.00; Truck Center Companies, Se, Su, \$6,335.79; Tyler Technologies, Inc., Fe, \$255.00; Uhl's Sporting Goods, Su, \$30.00; Unifirst Corporation, Se, \$87.88; Van Kirk Sand & Gravel Inc, Ex, \$63,766.06; Vanover, Michele, Re, \$175.45; Verizon Wireless, Se, \$1,465.56; Walker Uniform Rental, Se, \$191.71; Westlake Ace Hardware, Su, \$329.23; Windstream, Se, \$890.75; Witmer Public Safety Group, Inc., Su, \$415.77

**BPW Claims approved as follows:** (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Altec Industries, Inc., Se, Su, \$5,798.48; American Electric Power, Se, \$717,895.24; Beatrice Iron And Metal, Su, \$378.48; Beatrice Ready Mixed, Su, \$1,538.98; Black Hills Energy, Se, \$1,811.75; Blackburn Manufacturing, Su, \$375.66; Bomgaars Supply Inc, Su, \$615.26; Border States Industries, Inc, Su, Se, \$2,910.32; Building Crafts Inc, Se, \$398,693.11; Carpenter Paper Company, Su, \$208.54; Cary D Udell, Se, \$1,465.88; Cintas Loc 749, Se, \$105.00; City Motor Supply, Su, \$214.07; City Treasurer, Re, \$138.00; Collection Associates Llc, Se, \$303.48; Colleen's Catering, Se, Su, \$1,786.78; Column Software Pbc, Se, \$13.02; Datashield Corporation, Se, \$68.03; Eakes Office Solutions, Su, \$289.57; Energys, Su, \$7,508.90; Forvis Llp, Se, \$1,887.50; Husker Electric Supply, Su, \$5,681.16; Jk Energy Consulting Llc, Se, \$4,827.74; Keep Beatrice Beautiful Inc, Fe, \$150.00; Ken's Pest Control, Se, \$80.63; Lampton Welding Supply, Su, \$32.29; Lincoln Winwater Works, Su, \$4,923.50; Mead Lumber Company, Su, \$185.31; Municipal Supply, Inc. Of Omaha, Su, \$2,247.29; Ne Department Of Revenue, Fe, \$113,188.12; Ne Dept Water Energy And Environment, Fe, \$156.89; Nebraska Public Health Environmental Lab, Se, \$286.80; Nextera Energy Resources, Se, \$218,119.32; Olsson, Inc., Se, \$37,941.07; O'reilly Automotive, Inc., Su, \$406.91; Philippi Electric Inc, Se, \$870.24; Pinnacle Bank, Fe, \$41.40; Polydyne, Inc., Su, \$3,114.00; Sack Lumber Company, Su, \$30.08; Sapp Bros. Petroleum, Inc., Su, \$6,628.93; Schusters Outdoor & Rv, Inc., Su, \$340.30; Springfield Electric Supply Company Llc, Su, \$71.81; Sunbelt Solomon Services, Llc, Su, Se, \$33,339.20; Tool Supply, Inc., Su, \$706.78; Tractor Supply Company, Su, \$589.90; Trauernicht Tree Service, Se, \$2,500.00; Tyndale Company, Inc., Su, \$473.98; Uline, Su, \$46.28; Usa Bluebook, Su, \$97.75; Ward Laboratories, Se, \$115.50; Wesco Distributing, Inc., Su, \$8,964.43; Western Area Power Administration, Se, \$43,083.14; Westlake Hardware, Inc., Su, \$759.78; Wrightsman Plbg, Heat And Cool, Inc., Su, \$489.19

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	APRIL 2026	Monthly Contractual Service Fee	04/01/2026	5,000.00
9650	CARDMEMBER SERVICE	2238-FY26	lodging f/NMCA School - Saathoff	03/20/2026	821.05
9650	CARDMEMBER SERVICE	3533	meal f/NMCA School - Saathoff	03/17/2026	20.87
9650	CARDMEMBER SERVICE	3643	meal f/NMCA School - Saathoff	03/16/2026	17.39
9650	CARDMEMBER SERVICE	4818	meal f/NMCA School - Saathoff	03/15/2026	26.18
9650	CARDMEMBER SERVICE	6529-FY26	Beatrice Daily Sun monthly subscription	03/24/2026	38.99
9650	CARDMEMBER SERVICE	7552-FY26	Notary renewal f/Anello	03/23/2026	32.50
9650	CARDMEMBER SERVICE	7859-FY26	Membership fees f/IIMC - Saathoff	03/06/2026	195.00
9650	CARDMEMBER SERVICE	9152-FY26	meal f/NMCA School - Saathoff	03/17/2026	11.83
9650	CARDMEMBER SERVICE	9773	parking f/NMCA School - Saathoff	03/20/2026	51.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Admin Health Insurance Funding	04/01/2026	25,200.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	10,810.00
12490	COLUMN SOFTWARE PBC	7FF24556-0683	Notice of P&Z Mtg - 4/6/26	03/12/2026	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0684	Notice of Mtg - 4/6/26	03/12/2026	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0691	Request f/Proposal - Comp Plan	03/24/2026	42.03
12490	COLUMN SOFTWARE PBC	7FF24556-0692	Notice of P&Z Public Hearing f/Vrtiska SUP	03/24/2026	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0694	Notice of CC Public Hearing f/Wellhead Protection Ar	03/26/2026	13.59
12490	COLUMN SOFTWARE PBC	7FF24556-0695	Ad f/Bids - Hannibal Park Tree Planting	03/26/2026	22.09
12490	COLUMN SOFTWARE PBC	7FF24556-0697	Notice of Beatrice Plus Mtg - 4/13/26	04/03/2026	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0698	Ord 26-12	04/06/2026	23.22
12490	COLUMN SOFTWARE PBC	7FF24556-0699	CC Minutes - 3/16/26	04/06/2026	203.87
12490	COLUMN SOFTWARE PBC	7FF24556-0700	Ord 26-13	04/06/2026	38.51
12490	COLUMN SOFTWARE PBC	7FF24556-0701	Ord 26-14	04/06/2026	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0702	Ord 26-15	04/06/2026	19.25
12398	Dvorak Law Group, LLC	120966	Employment matters	04/07/2026	1,982.50
2940	Eakes, Inc.	9314071-0	labels, pen, highlighter	03/31/2026	93.15
2940	Eakes, Inc.	9314071-1	1-dz) top 2-hole punch pad	04/01/2026	68.35
2940	Eakes, Inc.	9315158-0	notary stamp f/Anello	04/09/2026	35.69
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2026-05	Federal Funding Opportunities - Monthly Services - J	04/15/2026	8,000.00
11311	Paymentech	5707000-MAR26	Monthly CC Fees - City	03/31/2026	531.16
7380	PINNACLE BANK	MARCH 2026	Internet Bank Fees	04/01/2026	235.30
12005	TriZetto Provider Solutions	4G14042600	Electronic Claims - 212 - March 2026	04/01/2026	131.02
11312	Xpress Bill Pay	INV-XPR034053	Monthly CC Fees - City	03/31/2026	297.67
Total ADMINISTRATION:					54,019.41
<b>COMMUNITY DEVELOPMENT</b>					
840	BEATRICE AREA SOLID WASTE AGNC	840-MAR26	Property Cleanup by Christ Community Church - 191	03/31/2026	140.00
1350	BOARD OF PUBLIC WORKS	1417.40-CD-MAR26	39.57 gal Unleaded @ 2.397	04/01/2026	94.85
9650	CARDMEMBER SERVICE	0164-FY26	Residential Mechanical Inspector exam f/McGrury	03/21/2026	255.00
9650	CARDMEMBER SERVICE	0164-FY26	Fuel Gas Inspector exam f/McGrury	03/21/2026	255.00
9650	CARDMEMBER SERVICE	0485 FY26	incorrect charge w/TO Haas	03/16/2026	376.82
9650	CARDMEMBER SERVICE	0550-FY26	Supplies - 1) tire	03/16/2026	305.48
9650	CARDMEMBER SERVICE	0550-FY26	Labor - 1) flat repair	03/16/2026	25.00
9650	CARDMEMBER SERVICE	0550-FY26	Labor - 1) mount & balance	03/16/2026	23.99
9650	CARDMEMBER SERVICE	6306	credit - incorrect charge w/TO Haas	03/16/2026	376.82
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Insp. Health Insurance Funding	04/01/2026	8,400.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	258.00
3680	GAGE COUNTY REGISTER OF DEEDS	03272026	Subper Goodwin/Meadows	03/27/2026	34.00
Total COMMUNITY DEVELOPMENT:					9,791.32
<b>POLICE ADMINISTRATION</b>					
9650	CARDMEMBER SERVICE	4331-FY26	lunch w/a Cop	03/20/2026	249.99
9650	CARDMEMBER SERVICE	9399-FY26	4) binder	03/26/2026	23.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	PD Health Insurance Funding	04/01/2026	6,300.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	168.00
2940	Eakes, Inc.	9315506-0	rubber bands	04/02/2026	9.00
Total POLICE ADMINISTRATION:					6,750.59
<b>POLICE VAC</b>					
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	VAC Health Insurance Funding	04/01/2026	2,800.00
Total POLICE VAC:					2,800.00
<b>POLICE COMMUNICATIONS</b>					
9650	CARDMEMBER SERVICE	0954 2905	Lodging f/training - Walton	03/28/2026	349.37
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Comm. Health Insurance Funding	04/01/2026	28,000.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	267.00
3025	Language Line Services	11877130	Interpretation access line - March 2026	03/31/2026	7.08
Total POLICE COMMUNICATIONS:					28,623.45
<b>POLICE PATROL</b>					
1350	BOARD OF PUBLIC WORKS	1417.20-PD-MAR26	422.82 gal Unleaded @ 2.397	04/01/2026	1,013.50
1350	BOARD OF PUBLIC WORKS	1417.20-PD-MAR26	671.21 gal Unleaded @ 2.615	04/01/2026	1,755.21
9650	CARDMEMBER SERVICE	2284	Halo Care Collar monthly subscription	03/09/2026	9.99
9650	CARDMEMBER SERVICE	2284-FY26	undercover wire minutes	03/09/2026	33.29
9650	CARDMEMBER SERVICE	4132	range supplies	03/11/2026	74.49
9650	CARDMEMBER SERVICE	5355	11.238 gal Unleaded @ 3.199 f/319 - BPW pumps do	03/16/2026	35.95
9650	CARDMEMBER SERVICE	5439	7.579 gal Unleaded @ 3.199 f/319 - BPW pumps dow	03/17/2026	24.25
9650	CARDMEMBER SERVICE	6675-FY26	medical pouch	03/14/2026	9.18
9650	CARDMEMBER SERVICE	9161	PackTrack yearly subscription	03/30/2026	140.00
9650	CARDMEMBER SERVICE	9855-FY26	Certification fee f/National Child Passenger Safety - R	03/27/2026	25.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	PD Health Insurance Funding	04/01/2026	63,700.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	992.00
3720	GALLS LLC	034634737	2) chain f/whistle	04/03/2026	19.80
3720	GALLS LLC	034634737	Shipping	04/03/2026	1.27
12178	Kiesler Police Supply	IN278434	1-cs) Simunition 9mm	03/24/2026	383.00
7690	PRODUCTION CREEK LLC	66318	6) sew on patch	01/13/2026	45.00
7690	PRODUCTION CREEK LLC	66318	5) sew on service stripes	01/13/2026	37.50
7690	PRODUCTION CREEK LLC	66318	2) sew on Sergeant Chevrons	01/13/2026	15.00
1008	TRANSUNION RISK AND ALTERNATIV	41141-MAR26	Records Search - March	04/01/2026	100.00
Total POLICE PATROL:					68,414.43
<b>FIRE ADMINISTRATION</b>					
9650	CARDMEMBER SERVICE	6502	500) page markers, 16) pop-up sticky note pad	03/12/2026	15.36
9650	CARDMEMBER SERVICE	7528	Shipping	03/26/2026	9.00
9650	CARDMEMBER SERVICE	8244	Shipping	03/28/2026	28.60
9650	CARDMEMBER SERVICE	9692	Shipping	03/03/2026	15.77
9650	CARDMEMBER SERVICE	9883	Registration f/MVD Conf - Lieneman	03/31/2026	455.35
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	FD Ad Health Insurance Funding	04/01/2026	5,600.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	1,383.00
12566	DATASHIELD CORPORATION	0189102	Shredding Service - Fire - March 2026	03/23/2026	54.53
12712	DINGES PARTNERS GROUP LLC	84345	shipping	03/25/2026	18.30
11513	State Fire Marshal Training Division	3533	Fire Fighter 1 Certification - Neeman	04/03/2026	50.00
11513	State Fire Marshal Training Division	3533	Hazmat Technician Cert - Neeman	04/03/2026	50.00
9340	ULINE	206030306	Shipping	03/27/2026	127.43

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total FIRE ADMINISTRATION:					7,807.34
<b>FIRE SUPPRESSION</b>					
920	BEATRICE FIRE PROTECTION LLC	5045	Labor - Fire Extinguisher Inspection f/Fire Dept	04/02/2026	141.50
920	BEATRICE FIRE PROTECTION LLC	5045	Supplies - Fire Extinguisher Inspection f/Fire Dept	04/02/2026	280.29
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-MAR26	115.266 gal Diesel @ 2.75	04/01/2026	316.99
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-MAR26	41.629 gal Unleaded @ 2.397	04/01/2026	99.77
9650	CARDMEMBER SERVICE	1311-FY26	8) paper towel, 2) toilet bowl cleaner, 8) eco bowl clip,	03/24/2026	75.87
9650	CARDMEMBER SERVICE	1500	5) water, 3) distilled water	03/16/2026	31.46
9650	CARDMEMBER SERVICE	1500	4) bleach	03/16/2026	35.43
9650	CARDMEMBER SERVICE	1500	batteries f/garage door opener	03/16/2026	17.05
9650	CARDMEMBER SERVICE	5168	10) kleenex, 8) paper towel, 2) toilet bowl cleaner	03/10/2026	54.89
9650	CARDMEMBER SERVICE	6755-FY26	3) pledge	03/09/2026	15.41
9650	CARDMEMBER SERVICE	7905	flagpole winch handle	03/05/2026	56.58
9650	CARDMEMBER SERVICE	8406-FY26	6) shop towel	03/11/2026	18.79
2010	CITY MOTOR SUPPLY	916075	electrical tape f/L1	03/24/2026	11.42
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	FD Health Insurance Funding	04/01/2026	47,040.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	200.00
3240	FASTENAL COMPANY	180979	144) AA procell alk Battery	03/31/2026	97.92
3240	FASTENAL COMPANY	180979	72) C procell alk battery	03/31/2026	114.12
3240	FASTENAL COMPANY	180979	24) AAA procell alk battery	03/31/2026	16.44
3240	FASTENAL COMPANY	180979	12) 9V battery	03/31/2026	36.96
5690	MEAD LUMBER AND RENTAL-BEATRI	13306646	2) drywall	04/02/2026	31.30
7060	O'REILLY AUTO PARTS	0749-143189	pin stripe tape	04/01/2026	4.99
9340	ULINE	206030306	4' x 3' Magnetic Glass Dry Erase Board, black	03/27/2026	300.00
9730	WALKER UNIFORM RENTAL	1464531	Shop Towel Service	04/02/2026	26.70
9760	Westlake Ace Hardware	10359861	timer, wall plate	03/31/2026	21.04
Total FIRE SUPPRESSION:					49,044.92
<b>FIRE AMBULANCE</b>					
890	BEATRICE COMMUNITY HOSPITAL	732	Laundry Service - March 2026	04/01/2026	570.00
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-MAR26	125.22 gal Diesel @ 2.623	04/01/2026	328.45
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-MAR26	253.554 gal Diesel @ 2.75	04/01/2026	697.27
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-MAR26	569.335 gal Unleaded @ 2.397	04/01/2026	1,364.70
9650	CARDMEMBER SERVICE	1107-FY26	13.64 gal #2 clear @ 4.149 f/M2 - BPW pumps down	03/16/2026	56.59
9650	CARDMEMBER SERVICE	2341	Registration f/46th Annual NE EMS Conf - Young	03/22/2026	300.00
9650	CARDMEMBER SERVICE	3063	Investigation fee f/Creighton Universiter - Kieper	03/03/2026	34.99
9650	CARDMEMBER SERVICE	8858-FY26	Registration f/IV Administration Conf - Hanson	03/11/2026	249.00
9650	CARDMEMBER SERVICE	9434	16.317 gal #2 clear @ 4.149 f/M2 - BPW pumps dow	03/17/2026	67.70
9650	CARDMEMBER SERVICE	9692	front hub cover kit	03/03/2026	126.96
12541	CARTHEL, JASON L	INV-000001	Chart audits f/March 2026	03/25/2026	1,069.28
2010	CITY MOTOR SUPPLY	916453	wire f/M4	04/08/2026	26.06
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	EMS Health Insurance Funding	04/01/2026	20,160.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	250.00
2080	CITY TREASURER	W-O AMBUL APR26	W-O Ambulance bad debt - send to CA	04/14/2026	17,773.78
5110	LAMPTON WELDING SUPPLY Co., INC	0020351160	Medical Oxygen	04/01/2026	375.53
7060	O'REILLY AUTO PARTS	0749-144567	1) bugshield f/M4	04/07/2026	84.99
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011819381.001	4) fuse f/M4	03/27/2026	99.12
Total FIRE AMBULANCE:					43,634.42
<b>PUBLIC PROPERTIES</b>					
460	Anderson Seed and Supply	987058	250.0 lb grass seed f/19th & Lincoln, Chautauqua Par	03/09/2026	500.00
840	BEATRICE AREA SOLID WASTE AGNC	840-MAR26	Hannibal Park trash clean-up	03/31/2026	42.00
12622	BETA TECHNOLOGY INC	INV13801	bug spray, bathroom cleaner, urinal screens	04/09/2026	639.45

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12095	Bomgaars Supply Inc	566750	2) hex netting f/Dog Park trees	04/02/2026	55.98
12095	Bomgaars Supply Inc	568487	Labor - R&R carburetor f/chainsaw	04/07/2026	20.00
12095	Bomgaars Supply Inc	568487	Supplies - carburetor f/chainsaw	04/07/2026	54.00
12095	Bomgaars Supply Inc	569461	battery	04/10/2026	9.29
2010	CITY MOTOR SUPPLY	916572	4) fuse f/mower	04/13/2026	1.96
2010	CITY MOTOR SUPPLY	916574	5) mini fuse f/mower	04/13/2026	3.30
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Pub Prop Health Insurance Fund	04/01/2026	11,200.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	425.00
2940	Eakes, Inc.	9317301-0	2) paper towel dispenser	04/14/2026	130.00
12230	Earl's Window Service	03302026	Clean windows - March 26 f/Fire Station	03/30/2026	230.00
12180	Electronic Contracting Company Inc.	85745	Quarterly Fire alarm inspection fee April thru Oct 202	04/14/2026	415.00
3074	Empire Fence & Netting	11596	Labor - repairs to netting, clips, hog rings f/HP fields 2	04/06/2026	2,400.00
12718	ENGINEERED CONTROLS INC	183513	Labor - R&R outdoor humidity sensor f/FD	04/09/2026	1,002.57
3240	FASTENAL COMPANY	181115	safety gloves	04/10/2026	48.04
5100	LAMMEL PLUMBING INC	87339	plumbing supplies f/toilet	04/03/2026	63.56
5100	LAMMEL PLUMBING INC	87364	3) sloan closet kit f/Park bathrooms	04/06/2026	173.13
5100	LAMMEL PLUMBING INC	87376	plumbing supplies f/toilet	04/07/2026	20.55
12213	Meininger Fire Protection Inc	IN25041	Semi-annual sprinkler inspection f/Fire Station	02/17/2026	255.00
12213	Meininger Fire Protection Inc	IN26060	Annual - Fire Sprinkler & Backflow Inspections	02/24/2026	255.00
5870	MIDWEST TURF AND IRRIGATION	3961860-00	3) key f/HP Toro	04/14/2026	54.32
6500	NEBRASKA DEPT. OF REVENUE	34-4153596-MAR26	Chautauqua Park Camping Lodging Tax-March 2026	03/31/2026	96.28
12580	PLAY-PRO RECREATION LLC	2308	Sun Shades f/Pickleball Seating Area	04/01/2026	42,406.00
1073	Rewound Power Motors Sls and Svc Inc	S20779	4) double inlet blower wheel f/Library cooling tower	04/14/2026	1,252.24
1073	Rewound Power Motors Sls and Svc Inc	S20779	shipping	04/14/2026	167.04
1073	Rewound Power Motors Sls and Svc Inc	S20782	plug f/Library cooling tower	04/14/2026	12.99
8150	SACK LUMBER COMPANY	2604-163028	2) treated plywood f/Coral Crossing sign	04/14/2026	119.98
8150	SACK LUMBER COMPANY	2604-163028	8) treated lumber f/Coral Crossing sign	04/14/2026	117.92
8150	SACK LUMBER COMPANY	2604-163037	credit - return 2) treated plywood f/Coral Crossing sig	04/14/2026	119.98-
8150	SACK LUMBER COMPANY	2604-163038	2) treated plywood f/Coral Crossing sign	04/14/2026	105.98
8260	SAPP BROTHERS	IN4997928	182.8 gal ULSD #2 Dyed Summer Diesel @ 2.70801	04/07/2026	495.02
8260	SAPP BROTHERS	IN5001767	94.0 gal ULSD #2 Dyed Summer Diesel @ 2.708073	04/13/2026	254.55
8370	SCHUSTER'S OUTDOOR AND RV INC.	32496	1) double sheave f/Exmark 96	04/09/2026	168.99
8370	SCHUSTER'S OUTDOOR AND RV INC.	32496	1) spindle/seal asy, 1) oil filter f/Exmark 96	04/09/2026	89.39
8440	SECURITY SERVICES	AN4287S-2446	Semi annual fire alarm inspection f/Library	04/10/2026	295.00
8440	SECURITY SERVICES	AN4287S-2446	Supplies - 2) 12V 7ah batteries	04/10/2026	84.40
1050	SHERIDAN INDUSTRIES	15603	Clean @ Indoor Hitting Facility - March 2026	04/01/2026	80.00
8510	SHERWIN-WILLIAMS CO.	6207-3	Paint f/Riverside bathroom	04/14/2026	500.37
3058	SiteOne Landscape Supply, LLC	164545352-001	bulk sprinkler supplies f/Irrigation systems	04/10/2026	629.96
12521	SUNNY SMITH	MAR30 2026 - APR10 202	Office cleaning f/Aud offices	04/10/2026	450.00
12521	SUNNY SMITH	MAR30 2026 - APR10 202	Office cleaning f/BPW offices	04/10/2026	675.00
9760	Westlake Ace Hardware	10359878	pvc supply line, adapter f/Riverside bathroom repairs	04/01/2026	20.32
9760	Westlake Ace Hardware	10359906	handheld spreader	04/02/2026	23.99
9760	Westlake Ace Hardware	10359924	2) elbow f/Riverside bathroom repairs	04/03/2026	7.18
9760	Westlake Ace Hardware	10359945	hose bib, bushing f/Trail Depot bathroom repairs	04/06/2026	19.78
9760	Westlake Ace Hardware	10359965	solid wire, soldering flux, tube cutter f/Riverside bathr	04/07/2026	70.71
9760	Westlake Ace Hardware	10359989	6) toilet bowl cleaner, 1) dawn, 4) glass cleaner	04/08/2026	40.69
9760	Westlake Ace Hardware	10360030	2) paper towel	04/10/2026	18.89
9760	Westlake Ace Hardware	10360032	120) mulch	04/10/2026	399.60
9760	Westlake Ace Hardware	10360048	bulk fasteners f/PD door	04/13/2026	4.39
10030	WRIGHTSMAN PLBG AND HEAT INC	108427	Labor - R&R sloan valve f/Riverside Park	04/10/2026	105.00
10030	WRIGHTSMAN PLBG AND HEAT INC	108427	Supplies - sloan valve f/Riverside Park	04/10/2026	248.05

Total PUBLIC PROPERTIES:

66,837.88

LIBRARY

9660	CARDMEMBER SERVICE	MARCH 2026	Fireworks	04/01/2026	19.98
9660	CARDMEMBER SERVICE	MARCH 2026	Credit - return You Can't Scare Me	04/01/2026	7.82-

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	MARCH 2026	6) filament, pink	04/01/2026	81.95
9660	CARDMEMBER SERVICE	MARCH 2026	Wrestling Cholitas of Bolivia	04/01/2026	12.60
9660	CARDMEMBER SERVICE	MARCH 2026	Clash	04/01/2026	7.81
9660	CARDMEMBER SERVICE	MARCH 2026	Besties: Find Their Groove	04/01/2026	7.72
9660	CARDMEMBER SERVICE	MARCH 2026	Olympians Ares: Bringer of War	04/01/2026	8.39
9660	CARDMEMBER SERVICE	MARCH 2026	Stuck	04/01/2026	11.99
9660	CARDMEMBER SERVICE	MARCH 2026	Olympians Hermes: Tales of a Trickstar	04/01/2026	10.97
9660	CARDMEMBER SERVICE	MARCH 2026	Besties: Work it Out	04/01/2026	8.73
9660	CARDMEMBER SERVICE	MARCH 2026	Besties: Set Sail	04/01/2026	11.67
9660	CARDMEMBER SERVICE	MARCH 2026	Olympians Dionysos: The New God	04/01/2026	12.08
9660	CARDMEMBER SERVICE	MARCH 2026	Can You do This?	04/01/2026	15.35
9660	CARDMEMBER SERVICE	MARCH 2026	Crunch	04/01/2026	8.23
9660	CARDMEMBER SERVICE	MARCH 2026	Besties: Prank War	04/01/2026	11.46
9660	CARDMEMBER SERVICE	MARCH 2026	Olympians Artemis: Wild Goddess of the Hunt	04/01/2026	8.05
9660	CARDMEMBER SERVICE	MARCH 2026	Break	04/01/2026	7.25
9660	CARDMEMBER SERVICE	MARCH 2026	You Can't Scar Me	04/01/2026	7.82
9660	CARDMEMBER SERVICE	MARCH 2026	Olympians Poseidon: Earth Shaker	04/01/2026	12.11
9660	CARDMEMBER SERVICE	MARCH 2026	The Real Yellow Pages - formerly Vivial monthly fee	04/01/2026	60.70
9660	CARDMEMBER SERVICE	MARCH 2026	5) 12" vistafoil	04/01/2026	179.75
9660	CARDMEMBER SERVICE	MARCH 2026	1) 18" vistafoil	04/01/2026	52.95
9660	CARDMEMBER SERVICE	MARCH 2026	1) 24" vistafoil	04/01/2026	69.95
9660	CARDMEMBER SERVICE	MARCH 2026	shipping	04/01/2026	21.68
9660	CARDMEMBER SERVICE	MARCH 2026	gift card	04/01/2026	200.00-
9660	CARDMEMBER SERVICE	MARCH 2026	Women Down	04/01/2026	40.99
9660	CARDMEMBER SERVICE	MARCH 2026	Mad Wife	04/01/2026	14.39
9660	CARDMEMBER SERVICE	MARCH 2026	Agnes Aubert's Mystical Cat Shelter	04/01/2026	26.00
9660	CARDMEMBER SERVICE	MARCH 2026	Gun Man Jackson Swagger	04/01/2026	14.00
9660	CARDMEMBER SERVICE	MARCH 2026	Killer Question	04/01/2026	19.93
9660	CARDMEMBER SERVICE	MARCH 2026	House We Grew Up In	04/01/2026	10.49
9660	CARDMEMBER SERVICE	MARCH 2026	Girls We Sent Away	04/01/2026	9.89
9660	CARDMEMBER SERVICE	MARCH 2026	Ladies in Waiting	04/01/2026	16.15
9660	CARDMEMBER SERVICE	MARCH 2026	Story of My Life	04/01/2026	10.61
9660	CARDMEMBER SERVICE	MARCH 2026	Charmed Library	04/01/2026	14.24
9660	CARDMEMBER SERVICE	MARCH 2026	Snow Kissed	04/01/2026	11.48
9660	CARDMEMBER SERVICE	MARCH 2026	Visual Basic Programming	04/01/2026	19.99
9660	CARDMEMBER SERVICE	MARCH 2026	Stone Cold	04/01/2026	13.89
9660	CARDMEMBER SERVICE	MARCH 2026	Rain Valley	04/01/2026	14.95
9660	CARDMEMBER SERVICE	MARCH 2026	If the Tree Could Speak	04/01/2026	18.78
9660	CARDMEMBER SERVICE	MARCH 2026	Kin	04/01/2026	22.40
9660	CARDMEMBER SERVICE	MARCH 2026	Bookstore Diaries	04/01/2026	22.40
9660	CARDMEMBER SERVICE	MARCH 2026	Felicia's Favorites	04/01/2026	19.89
9660	CARDMEMBER SERVICE	MARCH 2026	Faithful of Heart	04/01/2026	16.38
9660	CARDMEMBER SERVICE	MARCH 2026	Beauty and the Demon	04/01/2026	14.56
9660	CARDMEMBER SERVICE	MARCH 2026	Easter Egg Murder	04/01/2026	25.16
9660	CARDMEMBER SERVICE	MARCH 2026	Judge Stone	04/01/2026	16.00
9660	CARDMEMBER SERVICE	MARCH 2026	Mistakes Were Made	04/01/2026	14.59
9660	CARDMEMBER SERVICE	MARCH 2026	Hymn to Life	04/01/2026	21.09
9660	CARDMEMBER SERVICE	MARCH 2026	Once Upon a Demon's Heart	04/01/2026	15.99
9660	CARDMEMBER SERVICE	MARCH 2026	Served Him Right	04/01/2026	27.96
9660	CARDMEMBER SERVICE	MARCH 2026	Until You	04/01/2026	14.93
9660	CARDMEMBER SERVICE	MARCH 2026	Ruby Falls	04/01/2026	24.00
9660	CARDMEMBER SERVICE	MARCH 2026	Booking for Trouble	04/01/2026	27.96
9660	CARDMEMBER SERVICE	MARCH 2026	Death at a Firefly Tea	04/01/2026	30.00
9660	CARDMEMBER SERVICE	MARCH 2026	Tear Soup	04/01/2026	18.87
9660	CARDMEMBER SERVICE	MARCH 2026	Turbulent	04/01/2026	6.17
9660	CARDMEMBER SERVICE	MARCH 2026	Good Sister	04/01/2026	6.44
9660	CARDMEMBER SERVICE	MARCH 2026	Accident	04/01/2026	16.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	MARCH 2026	Shipping	04/01/2026	3.99
9660	CARDMEMBER SERVICE	MARCH 2026	Night of the Ninjas	04/01/2026	7.99
9660	CARDMEMBER SERVICE	MARCH 2026	Midnight on the Moon	04/01/2026	7.33
9660	CARDMEMBER SERVICE	MARCH 2026	Sunset of the Sabertooth	04/01/2026	9.31
9660	CARDMEMBER SERVICE	MARCH 2026	Westing Game	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Afternoon on the Amazon	04/01/2026	8.88
9660	CARDMEMBER SERVICE	MARCH 2026	Artemis Fowl the Last Guardian	04/01/2026	14.08
9660	CARDMEMBER SERVICE	MARCH 2026	Unicorn Academy Rainbow of Adventure set	04/01/2026	9.99
9660	CARDMEMBER SERVICE	MARCH 2026	Strangers in the Villa	04/01/2026	27.03
9660	CARDMEMBER SERVICE	MARCH 2026	Bloodlust	04/01/2026	17.84
9660	CARDMEMBER SERVICE	MARCH 2026	Girl in the Hills	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Sextinction	04/01/2026	25.74
9660	CARDMEMBER SERVICE	MARCH 2026	Strangers a Memoir of Marriage	04/01/2026	25.33
9660	CARDMEMBER SERVICE	MARCH 2026	Life a Love Story	04/01/2026	22.10
9660	CARDMEMBER SERVICE	MARCH 2026	Shipping	04/01/2026	.53
9660	CARDMEMBER SERVICE	MARCH 2026	Romancing the Stone, DVD	04/01/2026	15.87
9660	CARDMEMBER SERVICE	MARCH 2026	Jewel of the Nile, DVD	04/01/2026	14.96
9660	CARDMEMBER SERVICE	MARCH 2026	Gremlins 1 & 2, DVD	04/01/2026	5.00
9660	CARDMEMBER SERVICE	MARCH 2026	Signs, DVD	04/01/2026	6.25
9660	CARDMEMBER SERVICE	MARCH 2026	Minority Report, DVD	04/01/2026	6.74
9660	CARDMEMBER SERVICE	MARCH 2026	Healing Developmental Trauma	04/01/2026	16.71
9660	CARDMEMBER SERVICE	MARCH 2026	Manufacturing Delusion	04/01/2026	29.82
9660	CARDMEMBER SERVICE	MARCH 2026	Where Wild Rose Bloom	04/01/2026	21.99
9660	CARDMEMBER SERVICE	MARCH 2026	Everyone Here is lying	04/01/2026	10.19
9660	CARDMEMBER SERVICE	MARCH 2026	Somatic Therapy for Healing Trauma	04/01/2026	11.87
9660	CARDMEMBER SERVICE	MARCH 2026	Vagus Nerve Deck	04/01/2026	20.45
9660	CARDMEMBER SERVICE	MARCH 2026	Waking the Tiger	04/01/2026	10.83
9660	CARDMEMBER SERVICE	MARCH 2026	Our Polyvagal World	04/01/2026	20.46
9660	CARDMEMBER SERVICE	MARCH 2026	Landlord William Scully	04/01/2026	18.85
9660	CARDMEMBER SERVICE	MARCH 2026	21-pc) Tambourine musical instruments	04/01/2026	23.99
9660	CARDMEMBER SERVICE	MARCH 2026	Swarm	04/01/2026	6.72
9660	CARDMEMBER SERVICE	MARCH 2026	Spoon	04/01/2026	8.49
9660	CARDMEMBER SERVICE	MARCH 2026	Everywhere Babies Padded	04/01/2026	7.00
9660	CARDMEMBER SERVICE	MARCH 2026	I am a Bunny	04/01/2026	5.99
9660	CARDMEMBER SERVICE	MARCH 2026	Chopsticks	04/01/2026	13.28
9660	CARDMEMBER SERVICE	MARCH 2026	Little Pea	04/01/2026	12.84
9660	CARDMEMBER SERVICE	MARCH 2026	Straw	04/01/2026	9.47
9660	CARDMEMBER SERVICE	MARCH 2026	Dear Zoo	04/01/2026	4.25
9660	CARDMEMBER SERVICE	MARCH 2026	Queen of Faces	04/01/2026	17.24
9660	CARDMEMBER SERVICE	MARCH 2026	Unlikely Tale of Chase and Finnegan	04/01/2026	15.99
9660	CARDMEMBER SERVICE	MARCH 2026	Delicious Monsters	04/01/2026	16.03
9660	CARDMEMBER SERVICE	MARCH 2026	Magnitude	04/01/2026	15.99
9660	CARDMEMBER SERVICE	MARCH 2026	When Tomorrow Burns	04/01/2026	17.99
9660	CARDMEMBER SERVICE	MARCH 2026	Upstairs Room	04/01/2026	7.99
9660	CARDMEMBER SERVICE	MARCH 2026	Aku	04/01/2026	18.63
9660	CARDMEMBER SERVICE	MARCH 2026	Letters of Enchantment Divine Rivals, Ruthless Vows	04/01/2026	36.99
9660	CARDMEMBER SERVICE	MARCH 2026	Where the Red Fern Grows	04/01/2026	6.83
9660	CARDMEMBER SERVICE	MARCH 2026	Growing Home	04/01/2026	15.94
9660	CARDMEMBER SERVICE	MARCH 2026	12-pk) plastic folder, black	04/01/2026	12.59
9660	CARDMEMBER SERVICE	MARCH 2026	Gremlins & Gremlins 2, DVD	04/01/2026	14.99
9660	CARDMEMBER SERVICE	MARCH 2026	Remarkable Women of Nebraska	04/01/2026	13.82
9660	CARDMEMBER SERVICE	MARCH 2026	Nebraska Women Through the Years	04/01/2026	12.27
9660	CARDMEMBER SERVICE	MARCH 2026	Guinness World Records 2026	04/01/2026	14.66
9660	CARDMEMBER SERVICE	MARCH 2026	Vagus Nerve Deck	04/01/2026	21.43
9660	CARDMEMBER SERVICE	MARCH 2026	Snakes in Suits	04/01/2026	23.37
9660	CARDMEMBER SERVICE	MARCH 2026	Want to Know a Secret?	04/01/2026	11.22
9660	CARDMEMBER SERVICE	MARCH 2026	I'm Not the Only Murderer in My Retirement Home	04/01/2026	20.86

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	MARCH 2026	Happy Birthday, Bad Kitty!	04/01/2026	10.47
9660	CARDMEMBER SERVICE	MARCH 2026	World's Fair Quilt	04/01/2026	12.31
9660	CARDMEMBER SERVICE	MARCH 2026	Night We Met	04/01/2026	20.98
9660	CARDMEMBER SERVICE	MARCH 2026	Killer's Heart	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Killer's Mind	04/01/2026	14.99
9660	CARDMEMBER SERVICE	MARCH 2026	Buried in the Hills	04/01/2026	13.79
9660	CARDMEMBER SERVICE	MARCH 2026	Killer's Storm	04/01/2026	12.99
9660	CARDMEMBER SERVICE	MARCH 2026	Killer's Soul	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Killer's Shadow	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Moonlight Runner	04/01/2026	24.00
9660	CARDMEMBER SERVICE	MARCH 2026	Bones in the Hills	04/01/2026	13.99
9660	CARDMEMBER SERVICE	MARCH 2026	Unearth a Story; small banner	04/01/2026	14.99
9660	CARDMEMBER SERVICE	MARCH 2026	2) Libraries are Life; tote bag	04/01/2026	8.98
9660	CARDMEMBER SERVICE	MARCH 2026	2) Libraries are Life; tumbler	04/01/2026	29.98
9660	CARDMEMBER SERVICE	MARCH 2026	Unearth a Story; t-shirt, lg	04/01/2026	9.49
9660	CARDMEMBER SERVICE	MARCH 2026	2) Unearth a Story; t-shirt, xlg	04/01/2026	18.98
9660	CARDMEMBER SERVICE	MARCH 2026	Unearth a Story; t-shirt, xdg	04/01/2026	11.49
9660	CARDMEMBER SERVICE	MARCH 2026	Unearth a Story; t-shirt, lg	04/01/2026	9.49
9660	CARDMEMBER SERVICE	MARCH 2026	Shipping	04/01/2026	35.00
9660	CARDMEMBER SERVICE	MARCH 2026	Credit - return Olympians	04/01/2026	12.08-
9660	CARDMEMBER SERVICE	MARCH 2026	Credit - return Olympians	04/01/2026	12.11-
9660	CARDMEMBER SERVICE	MARCH 2026	Credit - return Olympians	04/01/2026	8.39-
9660	CARDMEMBER SERVICE	MARCH 2026	Credit - return Gremlins	04/01/2026	5.00-
9660	CARDMEMBER SERVICE	MARCH 2026	Sports Illustrated	04/01/2026	37.63
9660	CARDMEMBER SERVICE	MARCH 2026	Quarterly charge f/postage	04/01/2026	192.99
9660	CARDMEMBER SERVICE	MARCH 2026	Amazon Prime yearly subscription	04/01/2026	139.00
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Lib Health Insurance Funding	04/01/2026	8,400.00
2080	CITY TREASURER	APR26-IT GENERAL	IT Services	04/01/2026	579.00
12490	COLUMN SOFTWARE PBC	7FF24556-0704	Notice of Library Advisory Mtg - 4/16/26	04/06/2026	9.06
11825	Milke, Tyler	REIMB MILEAGE OCT25-	Reimb. mileage - Oct25-Mar26	04/10/2026	33.35
12137	Unite Private Networks LLC	SI-26-023089	Education Wide Area Network Monthly fee w/ E-Rate	04/01/2026	365.00
12137	Unite Private Networks LLC	SI-26-023089	Federal Regulatory Recovery	04/01/2026	1.52
12137	Unite Private Networks LLC	SI-26-023089	NE Universal Service	04/01/2026	25.48
12137	Unite Private Networks LLC	SI-26-023089	E-Rate FRN 2599014260 (monthly rate) - April	04/01/2026	313.60-
Total LIBRARY:					11,619.64
Total GENERAL FUND:					349,343.40
<b>STREET FUND</b>					
<b>STREET FUND</b>					
11744	Armstrong Rentals LLC	15052	497.55tn) road gravel	04/04/2026	16,916.70
980	BEATRICE IRON AND METAL CO	113173	12)Sprayway@5.15(cust#1074)	04/02/2026	61.80
980	BEATRICE IRON AND METAL CO	113173	1)Thickster XL@17.22(cust#1074)	04/02/2026	17.22
980	BEATRICE IRON AND METAL CO	113173	1)XXL Thickster@11.49(cust#1074)	04/02/2026	11.49
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAR26	484.78 gal Diesel @ 2.623	04/01/2026	1,271.58
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAR26	612.36 gal Diesel @ 2.708	04/01/2026	1,658.27
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-MAR26	214.77 gal Unleaded @ 2.615	04/01/2026	561.62
12095	Bomgaars Supply Inc	569124	Garden Hose @12.99	04/09/2026	25.98
12095	Bomgaars Supply Inc	569124	1)Metal Hose shut off@5.99	04/09/2026	5.99
12095	Bomgaars Supply Inc	569124	1)Spot Sprinkler@6.99	04/09/2026	6.99
12095	Bomgaars Supply Inc	569124	2)Impulse Sprinkler @16.99	04/09/2026	33.98
12095	Bomgaars Supply Inc	569124	1)Aeroflex Hose@36.99	04/09/2026	36.99
12095	Bomgaars Supply Inc	569140	3)Lead-in-Hose@19.99	04/09/2026	59.97
12095	Bomgaars Supply Inc	569140	1)Impulse Sprinkler @16.99	04/09/2026	16.99
12714	Bowman Consulting Group Ltd	551486	2025-2026 Annual Bridge Inspection	03/31/2026	430.00
2460	CORNHUSKER STATE INDUSTRIES	1519288	10)Sumner St 36x9@17.90	04/01/2026	179.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2460	CORNHUSKER STATE INDUSTRIES	1519288	10)High St 30-9@14.90	04/01/2026	149.00
2460	CORNHUSKER STATE INDUSTRIES	1519289	6)Fines Double 24x12@20.40	04/01/2026	122.40
2460	CORNHUSKER STATE INDUSTRIES	1519289	1)Industrial Row 48x9@26.20	04/01/2026	26.20
2460	CORNHUSKER STATE INDUSTRIES	1519289	3)Industrial Row 48x9@26.20	04/01/2026	78.60
2800	Diamond T Truck and Trailer	260469	2) Insul MUF Inlet Pipe@28.21-ret	04/14/2026	56.42-
2800	Diamond T Truck and Trailer	260469	2)Upper Exhaust Bolt 1/2x5/8 shoulder Bolt@18.29	04/14/2026	36.58
2800	Diamond T Truck and Trailer	260469	2)Flange Bushing Bronze@4.34	04/14/2026	8.68
2800	Diamond T Truck and Trailer	260469	Charge for Freight	04/14/2026	35.00
3630	GAGE COUNTY EQPT INC.	I713810	1)Cable@80.03	04/09/2026	80.03
12591	Interstate Power Systems, Inc	R023066525 01	Labor-DEF Pump issue/AC Recheck	04/09/2026	1,620.00
12591	Interstate Power Systems, Inc	R023066525 01	1)DEF Pump@2769.65	04/09/2026	2,769.65
12591	Interstate Power Systems, Inc	R023066525 01	1)Video Camera@597.46	04/09/2026	597.46
12591	Interstate Power Systems, Inc	R023066525 01	Service-DTS	04/09/2026	35.00
12591	Interstate Power Systems, Inc	R023066525 01	Service-ESC	04/09/2026	45.00
12591	Interstate Power Systems, Inc	R023066614 01	Labor-Failed Clutch	04/10/2026	630.00
12591	Interstate Power Systems, Inc	R023066614 01	Misc Charges	04/10/2026	90.00
5110	LAMPTON WELDING SUPPLY Co., INC	0020354337	1)VIC Cutting Tip@28.83	04/08/2026	28.83
5110	LAMPTON WELDING SUPPLY Co., INC	0020354337	1)GCF Std Rnd Plint Lighter@4.24	04/08/2026	4.24
5110	LAMPTON WELDING SUPPLY Co., INC	0020354337	1)WYP Tip Cleaner King #4@4.26	04/08/2026	4.26
3052	Landmark Implement Inc	12067924	1)Oil Filter @28.68	04/02/2026	28.68
3052	Landmark Implement Inc	12067924	1)Oil Filter @23.48	04/02/2026	23.48
3052	Landmark Implement Inc	12067924	1)Engin Oil Filer @17.73	04/02/2026	17.73
11867	MacQueen Equipment LLC	P17445	1)Bearing@154.24	04/08/2026	154.24
11867	MacQueen Equipment LLC	P17445	Freight	04/08/2026	17.45
5690	MEAD LUMBER AND RENTAL-BEATRI	13327602	7)Stihl Starter Rope @.29	04/08/2026	2.03
5690	MEAD LUMBER AND RENTAL-BEATRI	13327602	labor	04/08/2026	18.00
5690	MEAD LUMBER AND RENTAL-BEATRI	13346696	labor	04/13/2026	19.00
12716	National Sign Company LLC	IN0001446	10)Type III Barricade 8ft w/steel ups & feet @245.00	03/25/2026	2,450.00
12716	National Sign Company LLC	IN0001446	Frnt Shipping	03/25/2026	450.00
6230	NEBRASKA DEPT ECONOMIC DEVEL	CCCF TERM 24-03-383	CCCF Contract #24-03-383 - Termination by Mutual	04/09/2026	60,027.53
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @34.02	04/02/2026	34.02
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @34.02	04/02/2026	34.02
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @17.30	04/02/2026	17.30
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @17.30	04/02/2026	17.30
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @17.30	04/02/2026	17.30
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @54.92	04/02/2026	54.92
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @54.92	04/02/2026	54.92
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @16.69	04/02/2026	16.69
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @16.78	04/02/2026	16.78
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @11.82	04/02/2026	11.82
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @7.93	04/02/2026	7.93
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @8.66	04/02/2026	8.66
7060	O'REILLY AUTO PARTS	0749-143322	1)Oil Filter @17.30	04/02/2026	17.30
7060	O'REILLY AUTO PARTS	0749-143324	1)5qt Motoroil @27.99	04/02/2026	27.99
7060	O'REILLY AUTO PARTS	0749-143324	1)1qtSynthcoil @12.99	04/02/2026	12.99
7060	O'REILLY AUTO PARTS	0749-143324	1)1qtSynthcoil @12.99	04/02/2026	12.99
7060	O'REILLY AUTO PARTS	0749-143324	1)1qtMotor Oil@8.49	04/02/2026	8.49
7060	O'REILLY AUTO PARTS	0749-143324	1)5qtMotorOil@37.99	04/02/2026	37.99
7060	O'REILLY AUTO PARTS	0749-143327	1)HD Aire Fltr@176.09	04/02/2026	176.09
7060	O'REILLY AUTO PARTS	0749-143329	1)Oil Filter @17.30	04/02/2026	17.30
7060	O'REILLY AUTO PARTS	0749-143359	1)Air Filter @47.92	04/02/2026	47.92
7060	O'REILLY AUTO PARTS	0749-143359	1)Cabin Filter @26.17	04/02/2026	26.17
7060	O'REILLY AUTO PARTS	0749-143359	4)Absorbent @17.49	04/02/2026	69.96
7060	O'REILLY AUTO PARTS	0749-143359	1)6qt Jug @9.99	04/02/2026	9.99
7060	O'REILLY AUTO PARTS	0749-143407	1)5qt Motoroil @27.99	04/02/2026	27.99
7060	O'REILLY AUTO PARTS	0749-143431	1)Cablin filter @26.17-retuned (0749-143359)	04/02/2026	26.17-
7060	O'REILLY AUTO PARTS	0749-143586	1)HD Cabin Air @21.24	04/03/2026	21.24

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
7060	O'REILLY AUTO PARTS	0749-143586	1)HD Cabin air @31.16	04/03/2026	31.16
7060	O'REILLY AUTO PARTS	0749-143586	1)HD Cabin Air @31.16	04/03/2026	31.16
7060	O'REILLY AUTO PARTS	0749-143586	1) HD Air Filtr @94.14	04/03/2026	94.14
7060	O'REILLY AUTO PARTS	0749-143586	1)HD Cabin Air @31.16	04/03/2026	31.16
7060	O'REILLY AUTO PARTS	0749-143586	1)Oil Filter @7.93	04/03/2026	7.93
7060	O'REILLY AUTO PARTS	0749-143586	1)Oil Filter @11.63	04/03/2026	11.63
7060	O'REILLY AUTO PARTS	0749-143665	4)Hyd Hose @8.55	04/03/2026	34.20
7060	O'REILLY AUTO PARTS	0749-143665	1)MegaCrimp@19.35	04/03/2026	19.35
7060	O'REILLY AUTO PARTS	0749-143665	1)Megacrimp@36.41	04/03/2026	36.41
7060	O'REILLY AUTO PARTS	0749-143665	1)Wiper Blade @22.94	04/03/2026	22.94
7060	O'REILLY AUTO PARTS	0749-143665	1)Wiper Blade @22.94	04/03/2026	22.94
7060	O'REILLY AUTO PARTS	0749-144203	1)HD Air Filtr @60.36	04/06/2026	60.36
7060	O'REILLY AUTO PARTS	0749-146147	4)Absorbent @17.49	04/14/2026	69.96
7060	O'REILLY AUTO PARTS	0749-146147	4)1GalAntifrez@14.99	04/14/2026	59.96
7060	O'REILLY AUTO PARTS	0749-146147	1)Hose Clamp@2.22	04/14/2026	2.22
12243	Premier Mower & PowerSports LLC	276583	1)542014 Spindle Asm@303.46	04/14/2026	303.46
3011	RDO Truck Center Co	23994LL	Labor-PTO Light on	04/09/2026	800.00
3011	RDO Truck Center Co	23994LL	3)18-22ga Red Perma Seal @1.47	04/09/2026	4.41
3011	RDO Truck Center Co	23994LL	2)Nylon St HD 14-1/2 120#@.19	04/09/2026	.38
3011	RDO Truck Center Co	23994LL	1)Blk Heat Shr@3.02	04/09/2026	3.02
3011	RDO Truck Center Co	23994LL	Misc Charges	04/09/2026	96.00
12707	SPECTRUM PAINT COMPANY INC	048031084	68) 5-gal Fed traffic paint, white	03/19/2026	5,984.00
12707	SPECTRUM PAINT COMPANY INC	048031084	36) 5-gal Fed traffic paint, yellow	03/19/2026	2,952.00
12707	SPECTRUM PAINT COMPANY INC	048031084	10) 5-gal Fed traffic paint, red	03/19/2026	970.00
12707	SPECTRUM PAINT COMPANY INC	048031084	3) 5-gal Fed traffic paint, blue	03/19/2026	279.00
12707	SPECTRUM PAINT COMPANY INC	048031084	116) beads spl 80% dual coat	03/19/2026	4,640.00
12707	SPECTRUM PAINT COMPANY INC	048031084	40) bead M247 80% dual coat	03/19/2026	1,400.00
9260	TRACTOR SUPPLY	479570	1)Skt HD Set Screw 5/16@1.19	04/07/2026	1.19
9260	TRACTOR SUPPLY	479712	1)Orbit Mini Fire Hose Nozzle @4.99	04/08/2026	4.99
9260	TRACTOR SUPPLY	479712	1)GW Adjustable Brass Twist Nozzle@9.99	04/08/2026	9.99
9260	TRACTOR SUPPLY	479784	1)Zero-G Pro Garden Hose@79.99	04/09/2026	79.99
9260	TRACTOR SUPPLY	763448	2)Rebar TY 16ga @9.99	04/13/2026	19.98
9520	VAN DIEST SUPPLY CO.	32654	1cs) Altosid XR Briquets 150 day@893.20/ea	04/10/2026	893.20
9520	VAN DIEST SUPPLY CO.	32655	55 gal - Biomist 3 + 15 @103.00/gal	04/10/2026	5,665.00
12636	VAN KIRK SAND & GRAVEL INC	PMT 8 - HH	2025 Heritage Heights Development - Grading, Road	04/13/2026	103,631.80
11418	VISA	20081-S-MAR26	18) 42" orange traffic cone	04/02/2026	311.97
11418	VISA	20081-S-MAR26	12) 36" orange traffic cone	04/02/2026	271.98
11418	VISA	20081-S-MAR26	8) 21" traffic wand	04/02/2026	43.00
11418	VISA	20081-S-MAR26	Northern Tool annual renewal fee	04/02/2026	39.99
11418	VISA	20081-S-MAR26	Registration f/Pesticide Safety	04/02/2026	95.00
9760	Westlake Ace Hardware	10359913	1)90 db Elbw Comprsn @7.19	04/03/2026	7.19
9760	Westlake Ace Hardware	10359920	1)Compression Cap 1/4@3.59	04/03/2026	3.59

Total STREET FUND: 220,633.77

Total STREET FUND: 220,633.77

**KENO/LOTTERY FUND**

**KENO FUND**

6520	NEBR DEPT OF REVENUE	KENO-MAR26	1ST QTR KENO LOTTERY TAX-2026	03/31/2026	5,627.00
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Total KENO FUND: 5,627.00

Total KENO/LOTTERY FUND: 5,627.00

**AIRPORT FUND**

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>AIRPORT-GENERAL</b>					
11281	Black Hills Energy	2208569044-APR26	Airport Gas Service	04/09/2026	173.04
1350	BOARD OF PUBLIC WORKS	1417.50-AIRPORT-MAR26	93.45 gal Diesel @ 2.75	04/01/2026	256.99
9650	CARDMEMBER SERVICE	0514	4-cs) paper towel	03/19/2026	145.35
9650	CARDMEMBER SERVICE	1967-FY26	credit - cancel membership f/Sam's club	03/12/2026	53.63-
9650	CARDMEMBER SERVICE	4744	direcTV monthly subscription	03/10/2026	49.99
2060	CITY SELF INSURED HEALTH PLAN	AIRPORT-APR26	Airport Health Insurance Funding	04/01/2026	8,400.00
2100	CITY SERVICE VALCON LLC.	W287165	Recertification Testing f/Jet Fuel	03/31/2026	7,851.06
2080	CITY TREASURER	APR26-IT AIRPORT	IT Services	04/01/2026	242.00
12490	COLUMN SOFTWARE PBC	7FF24556-0696	Notice of Airport Advisory Mtg - 4/7/26	03/30/2026	8.49
5690	MEAD LUMBER AND RENTAL-BEATRI	13306856	1) key	04/02/2026	1.62
11829	Midwest Petroleum Equipment, LLC	46044	Labor - Annual fuel system testing	04/13/2026	81.75
11829	Midwest Petroleum Equipment, LLC	46044	3) test - Leak Detector, Overfill, Shear Valve	04/13/2026	210.00
11829	Midwest Petroleum Equipment, LLC	46044	Mobilization	04/13/2026	96.00
8590	SMALL ENGINE SPECIALISTS INC	461648	Engine f/mower	04/13/2026	4,808.25
9850	UNIFIRST CORPORATION	1910113681	Laundry mats, shop towel	04/06/2026	87.88
9760	Westlake Ace Hardware	10359905	key	04/02/2026	4.49
Total AIRPORT-GENERAL:					22,363.28
Total AIRPORT FUND:					22,363.28
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
12719	MULLINS, WILL	REIMB TEST CC	Reimb test transaction	04/10/2026	22.00
Total :					22.00
<b>BASWA</b>					
980	BEATRICE IRON AND METAL CO	112639 CXXN	overpayment	03/10/2026	.03-
980	BEATRICE IRON AND METAL CO	113201	6' iron) 4" channel	04/03/2026	39.42
980	BEATRICE IRON AND METAL CO	113201	14' iron) square tube	04/03/2026	51.94
980	BEATRICE IRON AND METAL CO	113201	24' iron) square tube	04/03/2026	48.48
1350	BOARD OF PUBLIC WORKS	#1456.00-APR26	Engineering Services	04/01/2026	1,104.00
1350	BOARD OF PUBLIC WORKS	40154911-APR26	Security Lights f/Compost	04/06/2026	13.89
12095	Bomgaars Supply Inc	567208	3) socket driver, 3) socket adapter, 2) power bit, 4) pi	04/03/2026	51.48
12095	Bomgaars Supply Inc	567208	2) pipe coupling, 2) pipe elbow, coupler, wheel, speed	04/03/2026	98.27
12717	CAROLINA SOFTWARE, INC.	98247	15,000) scale ticket	04/02/2026	901.68
2060	CITY SELF INSURED HEALTH PLAN	BASWA-APR26	BASWA Health Insurance Funding	04/01/2026	14,000.00
2080	CITY TREASURER	APR26-IT BASWA	IT Services	04/01/2026	1,913.00
2080	CITY TREASURER	APRIL 2026	Legal Services	04/01/2026	460.00
2080	CITY TREASURER	APRIL 2026	Accounting Services	04/01/2026	3,201.00
2080	CITY TREASURER	APRIL 2026	Landfill Manager Salary	04/01/2026	1,594.00
2080	CITY TREASURER	APRIL 2026	Lease Payment	04/01/2026	4,000.00
2080	CITY TREASURER	APRIL 2026	Management Contract	04/01/2026	2,577.00
12592	GENESIS CONTRACTING GROUP LLC	PMT 13	Site Entrance Facility	04/14/2026	369,548.05
12688	Global Payments	126921-MAR26	Monthly credit card fees	03/31/2026	48.80
12591	Interstate Power Systems, Inc	R023066311.01	Labor - R&R transmission	04/13/2026	3,600.60
12591	Interstate Power Systems, Inc	R023066311.01	Supplies - clutch, pilot bearing	04/13/2026	732.26
12591	Interstate Power Systems, Inc	R023066670.01	Labor - general inspection f/624	04/13/2026	360.00
5810	MIDWEST LABORATORIES INC	1280231	Shipping f/test kits	04/02/2026	18.00
6640	Nebraska Dept. Environment and Energy	60263	1st qtr tipping fee f/Landfill - 9,237.49 tons	03/16/2026	21,615.73
6430	NMC, INC	CU11600401	1) hose asy, 2) seal f/924	04/07/2026	284.20
6430	NMC, INC	CU11600403	1) hose asy, 2) seal f/924	04/07/2026	284.20
6430	NMC, INC	CU11600857	1) 55-gal hydraulic oil	04/08/2026	1,224.99
6430	NMC, INC	CU11600859	1) air filter f/924	04/08/2026	77.01
6430	NMC, INC	INV772413	Labor - PM f/963	04/08/2026	334.25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
6430	NMC, INC	INV772413	Supplies - 6) 1-gal coolant	04/08/2026	115.62
6430	NMC, INC	INV772413	Labor - PM f/963	04/08/2026	668.50
6430	NMC, INC	INV772413	Supplies - element, filter, seal, cap, brake cleaner	04/08/2026	280.90
6430	NMC, INC	INV772413	Supplies - 20) 10W30	04/08/2026	93.00
6820	NORRIS PUBLIC POWER DISTRICT	304097500-MAR26	Energy Charge f/LF	04/06/2026	2,379.83
6820	NORRIS PUBLIC POWER DISTRICT	304098500-MAR26	Electric charge f/Compost Site	04/06/2026	408.04
6820	NORRIS PUBLIC POWER DISTRICT	312515400-MAR26	Electric charge f/W Locust Rd Lift Station	04/06/2026	105.00
6820	NORRIS PUBLIC POWER DISTRICT	312515800-MAR26	Electric charge f/W Locust Rd Leachate Pond	04/06/2026	35.00
6820	NORRIS PUBLIC POWER DISTRICT	312516000-MAR26	Electric charge f/W Locust Admin/Equipment Building	04/06/2026	557.96
7060	O'REILLY AUTO PARTS	0749-142883	pinon seal f/sprayer truck	03/31/2026	11.73
7060	O'REILLY AUTO PARTS	0749-142883	4) 1-qt gear oil	03/31/2026	64.92
11450	TSYS Merchant Solutions	11573762-MAR26	monthly credit card fees	03/31/2026	1,856.10
11418	VISA	20081-B-MAR26	2) rodend w/nut f/white mack	04/02/2026	75.89
9730	WALKER UNIFORM RENTAL	1464534	Uniform Service	04/02/2026	42.22
9730	WALKER UNIFORM RENTAL	1465760	Uniform Service	04/09/2026	42.22
Total BASWA:					434,919.15
Total BEATRICE AREA SOLID WASTE AGNC:					434,941.15
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
840	BEATRICE AREA SOLID WASTE AGNC	840-MAR26	Dempsters Clean-up	03/31/2026	33.80
4670	JEO CONSULTING GROUP INC	172868	Tree Inventory - IRA Grant	04/02/2026	13,675.00
9270	TRAUERNICHT TREE SERVICE LLC	04072026	21) Tree Removal f/Chautauqua Park - Arboretum Gr	04/07/2026	27,500.00
Total CAPITAL IMPROVEMENTS-GENERAL:					41,208.80
<b>CAPITAL IMPROVEMENTS-PSDS</b>					
12712	DINGES PARTNERS GROUP LLC	84345	6) fire gloves, lg	03/25/2026	834.00
12712	DINGES PARTNERS GROUP LLC	84345	6) fire gloves, xl	03/25/2026	834.00
12712	DINGES PARTNERS GROUP LLC	84345	3) fire gloves, m	03/25/2026	417.00
12024	North Central Emergency Vehicles	J3644	Osage Ambulance Super Warrior 1FDUF5HTXSED9	03/27/2026	371,559.00
Total CAPITAL IMPROVEMENTS-PSDS:					373,644.00
Total CAPITAL IMP FUND:					414,852.80
<b>ECONOMIC DEVELOPMENT FUND</b>					
3580	Gage Area Growth-NGage	APRIL 2026	Qtrly Economic Development Support	04/01/2026	27,969.72
Total :					27,969.72
Total ECONOMIC DEVELOPMENT FUND:					27,969.72
<b>INFO TECH SERV FUND</b>					
<b>INFO TECH SERVICES</b>					
11930	A T and T Mobility	287301368820X04112026	Cell service f/ Chief's Phone - Fire	04/03/2026	52.04
12056	ALL COPY PRODUCTS	41723194	Copier Rental	04/10/2026	208.47
12056	ALL COPY PRODUCTS	41723194	Copy usage - 3/5 - 4/4	04/10/2026	89.16
12056	ALL COPY PRODUCTS	41736437	Copier Rental - Billing	04/13/2026	440.62
9650	CARDMEMBER SERVICE	0426-FY26	1) toner	03/04/2026	121.90
9650	CARDMEMBER SERVICE	1211-FY26	1) Microsoft - Mar26	03/18/2026	38.70
9650	CARDMEMBER SERVICE	2707	2) toner	03/03/2026	243.80
9650	CARDMEMBER SERVICE	3547-FY26	TP-link 5-port	03/05/2026	21.36
9650	CARDMEMBER SERVICE	3620	1) Cove Data Protection - Mar26	03/17/2026	11.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9650	CARDMEMBER SERVICE	4520-FY26	4) misc cable	03/30/2026	42.14
9650	CARDMEMBER SERVICE	5627-FY26	1) smf module	03/16/2026	52.81
9650	CARDMEMBER SERVICE	5659	2) high-performance barcode scanner/imager	03/31/2026	320.97
9650	CARDMEMBER SERVICE	5847	1) toner	03/03/2026	122.67
9650	CARDMEMBER SERVICE	7484	100) UniFi Hosting	03/16/2026	29.00
9650	CARDMEMBER SERVICE	8003-FY26	3) Microsoft - Mar26	03/03/2026	26.61
9650	CARDMEMBER SERVICE	8354-FY26	Print to Email license f/Dispatch	03/23/2026	199.00
9650	CARDMEMBER SERVICE	9710-FY26	Yearly subscription software - Black Ice	03/25/2026	250.00
1034	CHARTER COMMUNICATIONS	156544301040726	Cable charges/500 N Commerce - Mar26	04/07/2026	60.02
1034	CHARTER COMMUNICATIONS	176176901040726	Internet f/AMI & Sub 8 - Apr26	04/07/2026	139.98
1034	CHARTER COMMUNICATIONS	176178901032126	Cable services/Police - Mar 26	03/21/2026	37.53
1034	CHARTER COMMUNICATIONS	176179201040726	Internet f/AMI & Sub 5 - Apr26	04/07/2026	129.98
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Library	04/01/2026	33.20
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Fire	04/01/2026	83.67
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Fire	04/01/2026	35.86
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Police	04/01/2026	46.48
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Hannibal Park	04/01/2026	6.64
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Auditorium	04/01/2026	59.77
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/City Hall	04/01/2026	26.56
12067	Diode Communications	(SEC)000-0123-APR26	Rhombus f/Police	04/01/2026	49.74
12067	Diode Communications	(SEC)000-0123-APR26	Rhombus f/Hannibal	04/01/2026	49.74
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Senior Center	04/01/2026	13.28
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Service Center	04/01/2026	66.41
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Electric	04/01/2026	46.49
12067	Diode Communications	(SEC)000-0123-APR26	OpenPath f/Aud IT	04/01/2026	6.64
12419	HEARTLAND BUSINESS SYSTEMS LL	869711-H	35) Microsoft Apps - Mar26	03/19/2026	441.00
4300	HOMETOWN LEASING	5180173233126	51801732 Lease f/multiple - Apr26	04/01/2026	1,802.66
12675	INTERMEDIA.NET INC	2604057110	Phone Service	04/01/2026	150.27
12675	INTERMEDIA.NET INC	2604057110	Phone Service	04/01/2026	90.16
12675	INTERMEDIA.NET INC	2604057110	Phone Service	04/01/2026	60.11
2076	U.S. Cellular	0801016910	Electric - Cell Phone Charges	04/06/2026	251.75
2076	U.S. Cellular	0801016910	Electric - Tablet Data Charges	04/06/2026	143.60
2076	U.S. Cellular	0801016910	Water - Cell Phone Charges	04/06/2026	210.08
2076	U.S. Cellular	0801016910	Water - Tablet Data Charges	04/06/2026	286.30
2076	U.S. Cellular	0801016910	WPC - Cell Phone Charges	04/06/2026	52.82
2076	U.S. Cellular	0801016910	Street - Cell Phone Charges	04/06/2026	36.71
2076	U.S. Cellular	0801016910	MARS - Cell Phone Charges	04/06/2026	133.51
2076	U.S. Cellular	0801016910	MARS - Tablet Data Charges	04/06/2026	163.60
9610	VERIZON WIRELESS	6139034136	Cell phone service - Fire	03/20/2026	40.01
9610	VERIZON WIRELESS	6139034136	Cell phone service - Fire	03/20/2026	40.01
9610	VERIZON WIRELESS	6139034136	Cell phone service - Fire	03/20/2026	117.49
9920	WINDSTREAM	092227280-APR26	911 Telephone Service	04/09/2026	157.08
9920	WINDSTREAM	092256506-APR26	Utility Billing fax service	03/31/2026	70.68
9920	WINDSTREAM	092256507-APR26	WPC phone service	03/31/2026	65.01
9920	WINDSTREAM	092256543-APR26	4) lines	04/03/2026	304.15
Total INFO TECH SERVICES:					7,779.24
Total INFO TECH SERV FUND:					7,779.24
<b>SANITATION FUND</b>					
12720	THOMPSON, RONDA	REFUND	Refund f/found missing tote	04/13/2026	60.00
Total :					60.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
840	BEATRICE AREA SOLID WASTE AGNC	480-MAR26	Tonnage Fees - March 2026	03/31/2026	77,156.63
2060	CITY SELF INSURED HEALTH PLAN	APRIL 2026	Sanitation Health Insurance	04/01/2026	39,200.00
2080	CITY TREASURER	APR26-IT SANITATION	IT Services	04/01/2026	2,071.00
2080	CITY TREASURER	SANITATION-APR26	Accounting Services	04/01/2026	7,417.00
12591	Interstate Power Systems, Inc	R023066615.01	Labor - brake system repairs/adjustments	04/09/2026	450.00
12591	Interstate Power Systems, Inc	R023066615.01	Misc Charges	04/09/2026	90.00
4770	JOHNNY'S WELDING INC.	0194613	19) 1/2" hose	03/16/2026	11.40
4770	JOHNNY'S WELDING INC.	0194613	2) hose fitting	03/16/2026	51.45
4770	JOHNNY'S WELDING INC.	0194613	1) hose adapter	03/16/2026	4.06
4770	JOHNNY'S WELDING INC.	0194613	Labor to make hose	03/16/2026	8.00
4770	JOHNNY'S WELDING INC.	0194625	154 sq ft) 14-gauge sheet steel	03/18/2026	539.00
4770	JOHNNY'S WELDING INC.	817075	39) 3/4" hose	03/27/2026	31.59
4770	JOHNNY'S WELDING INC.	817075	1) hose fitting	03/27/2026	27.40
4770	JOHNNY'S WELDING INC.	817075	Labor to make hose	03/27/2026	8.00
11311	Paymentech	5707000-MAR26	Monthly CC Fees - Sanitation	03/31/2026	531.15
8260	SAPP BROTHERS	IN4996853	813.8 gal ULSD #2 Clear Summer Diesel @ 3.02800	04/06/2026	2,464.19
11418	VISA	20081-M-MAR26	9) glove	04/02/2026	101.91
11418	VISA	20081-M-MAR26	1) hi-vis rain pant	04/02/2026	29.99
11418	VISA	20081-M-MAR26	6) hi-vis t shirt	04/02/2026	85.98
11418	VISA	20081-M-MAR26	1) hi-vis rain jacket	04/02/2026	39.99
11418	VISA	20081-M-MAR26	2) hi-vis hoodie	04/02/2026	79.98
11418	VISA	20081-M-MAR26	4-plk) hook safety latch	04/02/2026	9.99
9760	Westlake Ace Hardware	10359900	bulk fasteners f/MARS front door	04/02/2026	1.66
11312	Xpress Bill Pay	INV-XPR034053	Monthly CC Fees - Sanitation	03/31/2026	297.67
Total :					130,708.04
Total SANITATION FUND:					130,768.04
Grand Totals:					1,614,278.40

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

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

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

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Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Altec Industries, Inc.</b>				
13521438	04/01/2026	1)Sling,synthetic web@52.50	ELECTRIC FUND	52.50
13521438	04/01/2026	Freight	ELECTRIC FUND	12.50
13521438	04/01/2026	Sales Tax	ELECTRIC FUND	4.88
Total Altec Industries, Inc.:				69.88
<b>American Electric Power</b>				
175-21615273	04/09/2026	SPP Charges for March 2026 15,420 MWH @ 38.95	ELECTRIC FUND	600,609.00
175-21615273	04/09/2026	Radiant Tech Admin Fee f/ Mar 2026 MWH @ 0.85	ELECTRIC FUND	5,331.03
175-21615273	04/09/2026	Congestion/Imbalance credit/chg for Mar 2026	ELECTRIC FUND	14,289.91
175-21615273	04/09/2026	SPP Initial Charges for Mar 2026	ELECTRIC FUND	154,763.57
175-21615273	04/09/2026	SPP charges for prior months	ELECTRIC FUND	25,952.37
175-21615273	04/09/2026	SPP settlement - Final	ELECTRIC FUND	5,148.10-
Total American Electric Power:				795,797.78
<b>Baird Holm LLP</b>				
353575	04/06/2026	Legal Services-Power Plant thru 3/31/26	ELECTRIC FUND	9,557.00
Total Baird Holm LLP:				9,557.00
<b>BASWA</b>				
222-MAR26	03/31/2026	#23414-Yard Box-4.99x2.34	ELECTRIC FUND	11.68
222-MAR26	03/31/2026	#16313-Vac Truck -1cydx12	ELECTRIC FUND	12.00
226-MAR26	03/31/2026	#23180-Grit/Rags-1.41x2.34	WATER FUND	3.30
226-MAR26	03/31/2026	#23401-Snails-9.27x2.34	WATER FUND	21.69
226-MAR26	03/31/2026	#16196-Vac Truck-2ydx12	WPC	24.00
226-MAR26	03/31/2026	#16220-Vac Truck-2cydx12	WPC	24.00
226-MAR26	03/31/2026	#16274-Vac Truck -1cydx12	WPC	12.00
226-MAR26	03/31/2026	#23387-Snails-9.16x2.34.	WPC	21.43
226-MAR26	03/31/2026	#23412-Snails-9.11x2.34	WPC	21.32
226-MAR26	03/31/2026	#23413-Grit/Rags-2.2x2.34	WPC	5.15
226-MAR26	03/31/2026	#23425-Snails-6.4x2.34	WPC	14.98
365-MAR26	03/31/2026	#16194-Vac Truck -3ydx12	WATER FUND	36.00
365-MAR26	03/31/2026	#16264-Vac Truck -2cydx12	WATER FUND	24.00
365-MAR26	03/31/2026	#16286-Vac Truck -1.5cydx12	WATER FUND	18.00
SLUDGE-MAR26	04/01/2026	SLUDGE-MAR26	WPC	13,604.58
Total BASWA:				13,854.13
<b>Beatrice Ready Mixed</b>				
1B 53424	04/06/2026	14.28tn)3/4" clean rock @40.00	WATER FUND	571.20
1B 53424	04/06/2026	Sales Tax	WATER FUND	42.84
B1 752197	04/01/2026	Sales Tax	WATER FUND	21.30
B1 752197	04/01/2026	4cy)Sand Fill & Water @68.00	WATER FUND	272.00
B1 752197	04/01/2026	Fuel Surcharge	WATER FUND	12.00
B1 752198	04/01/2026	2.50cy)L30AE400@196.50	ELECTRIC FUND	491.25
B1 752198	04/01/2026	Fuel Surcharge	ELECTRIC FUND	7.50
B1 752198	04/01/2026	Sales Tax	ELECTRIC FUND	37.40
B1 752303	04/02/2026	5cy)Sand Fill & Water @68.00	WATER FUND	340.00
B1 752303	04/02/2026	Fuel Surcharge	WATER FUND	15.00
B1 752303	04/02/2026	Sales Tax	WATER FUND	26.63
Total Beatrice Ready Mixed:				1,837.12

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Black Hills Energy</b>				
0660445975-APR26	04/14/2026	Gas Bill/ 820 Herbert LS #5/APR26	WPC	64.69
2096271272-APR26	04/14/2026	Gas Bill/ 300 Irving LS #6/APR26	WPC	71.31
4320807688-APR26	04/14/2026	Gas Bill/321 Grant Street -APR26	WATER FUND	99.91
7743125526-APR26	04/14/2026	Gas Bill/1300 Beaver -APR26	WPC	576.39
7743125526-APR26	04/14/2026	Gas Bill/1300 Beaver/Dewatering Bldg-APR26	WPC	230.29
7743125526-APR26	04/14/2026	Gas Bill/1831 1/2 Carlyle Street/LS#4/APR26	WPC	54.88
9197736828-APR26	04/14/2026	Gas Bill/312 Grant Street -APR26	WATER FUND	55.48
Total Black Hills Energy:				1,152.95
<b>Blue Valley Door Co., Inc.</b>				
47661	04/03/2026	4)893Max Transmitter @45.00	ELECTRIC FUND	180.00
47661	04/03/2026	Sales Tax 5.5	ELECTRIC FUND	9.90
Total Blue Valley Door Co., Inc.:				189.90
<b>Bob Moran</b>				
MEAL FUND	04/01/2026	Reimbursement Meal fund	ELECTRIC FUND	47.50
Total Bob Moran:				47.50
<b>Bomgaars Supply Inc</b>				
566792	04/02/2026	100)Bulk Seed-K-31@1.99	WATER FUND	199.00
566792	04/02/2026	Sales Tax	WATER FUND	14.93
568368	04/07/2026	1.52)Bulk Bolts @3.99	WATER FUND	6.06
568368	04/07/2026	Sales Tax	WATER FUND	.45
568754	04/08/2026	1)Pulsating Sprinkler @8.99	WATER FUND	8.99
568754	04/08/2026	Sales Tax	WATER FUND	.67
571083	04/14/2026	1)Pipe Handle @34.99	WATER FUND	34.99
571083	04/14/2026	Sales Tax	WATER FUND	2.62
Total Bomgaars Supply Inc:				267.71
<b>Border States Industries, Inc</b>				
932233601	04/06/2026	100)SERVENS 1 STR 1 STR BUR ES2R2R 22 ALCU SEC. SLEEVE	ELECTRIC FUND	86.00
932233601	04/06/2026	56)INSULATOR CHN-C9091032P POLYMER SPOOL	ELECTRIC FUND	184.82
932233601	04/06/2026	140)INSULATOR EPOX PIN-TYPE 15 KV HEND-HPI-55-3 C-NECK	ELECTRIC FUND	890.96
932233611	04/06/2026	35)10 FT. TANGENT FIBERGLASS ARM PUPI - TB200012005X2	ELECTRIC FUND	7,890.34
932233611	04/06/2026	80)ELBOW RECEPTACLE 1/0 STR. CHN-215LEJ45	ELECTRIC FUND	4,594.12
932233611	04/06/2026	10)ARRESTOR ELBOW M.O.V.E. 3 KV CPR-3238018C03M	ELECTRIC FUND	1,368.26
932233611	04/06/2026	120)BRACKET, TRANS. EQUIPMENT CHN-9114S	ELECTRIC FUND	3,860.97
932233619	04/06/2026	2562.00)CABLE 1/0 15KV AL JACKETED KER - 1/0-STR-AL-220-EPR-16-	ELECTRIC FUND	12,979.46
932233633	04/06/2026	1)BUR - WK840 MD6 DIE INSERT (2-3 WEEKS)	ELECTRIC FUND	57.95
932233633	04/06/2026	1)BUR-W247 MD6 DIE INSERT (2-3 WEEKS)	ELECTRIC FUND	57.95
932233633	04/06/2026	1)HAF-HV-240 TELESCOPING STICK ANV	ELECTRIC FUND	748.14
932233633	04/06/2026	1)HAF-HV312 BUCKET STICK 12FT	ELECTRIC FUND	299.25
932233633	04/06/2026	1)KLN-BC599 INTERGRATED CORNER PIECE	ELECTRIC FUND	298.21
932233633	04/06/2026	4)KLN-BC505C OPEN HOOK MODULE	ELECTRIC FUND	86.09
932233643	04/06/2026	MIW-2987-200 M18 6T CRIMPER W/0-D3 JAW	ELECTRIC FUND	2,686.43
932247520	04/08/2026	13)POLES 45 FOOT CLASS 2 SYP PENTA OR DCOI RUSI M20ASP	ELECTRIC FUND	9,635.34
932247520	04/08/2026	18)POLE 40 FT CLASS 3 SYP PENTA OR DCOI RUSI M20ASP	ELECTRIC FUND	9,585.22
932262571	04/10/2026	25)POLES 45 FOOT CLASS 2 SYP PENTA OR DCOI RUSI M20ASP	ELECTRIC FUND	18,529.51
932269661	04/13/2026	1)BUR-WDIETREE WDIE HOLDER ASSY. (2-3 WEEKS)	ELECTRIC FUND	35.57
932269661	04/13/2026	1)BUR - WK840 MD6 DIE INSERT (2-3 WEEKS)	ELECTRIC FUND	57.96
932269677	04/13/2026	400)WASHER SQ.GALV. CHN6813 5/8	ELECTRIC FUND	262.30

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Border States Industries, Inc:				74,194.85
<b>BPW - Utilities</b>				
12058900-MAR26	04/06/2026	Utilities/Electric/Sub 1	ELECTRIC FUND	402.28
15051800-MAR26	04/06/2026	Utilities/WPC/Lift Station 424 Irving	WPC	281.37
21104000-MAR26	04/06/2026	Utilities/Water/19th & Hoyt	WATER FUND	73.06
21104500-MAR26	04/06/2026	Utilities/electric/Sub 3	ELECTRIC FUND	70.45
21176000-MAR26	04/06/2026	Utilities/WPC/Lift Station 1831 1/2 Carlyle	WPC	67.50
23001000-MAR26	04/06/2026	Utilities/WPC/Lift Station 204 S 1st	WPC	520.02
24107600-MAR26	04/06/2026	Utilities/WPC/Lift Station 2118 Market	WPC	36.91
31004001-MAR26	04/06/2026	Utilities/electric/Sub 5	ELECTRIC FUND	204.84
31013810-MAR26	04/06/2026	Utilities/Electric/Switch station #1	ELECTRIC FUND	11.51
32011800-MAR26	04/06/2026	Utilities/WPC/Lift Station 910 w Court	WPC	38.75
35041000-MAR26	04/06/2026	Utilities/WPC/Lift Station 624 Pleasant	WPC	38.75
37009500-MAR26	04/06/2026	Utilities/WPC/Lift Station 800 Herbert	WPC	331.33
37039110-MAR26	04/06/2026	Utilities/electric/Sub 2	ELECTRIC FUND	29.87
38146000-MAR26	04/06/2026	Utilities/Water/Mulberry & West	WATER FUND	106.44
39079000-MAR26	04/06/2026	Utilities/WPC/Disposal Plant	WPC	11,400.81
39079100-MAR26	04/06/2026	Utilities/WPC/Disposal Plant	WPC	407.23
39093000-MAR26	04/06/2026	Utilities/WPC/Lift Station 1618 country club In	WPC	66.35
40013000-MAR26	04/06/2026	Utilities/Water Reed & W Scott	WATER FUND	318.01
40013500-MAR26	04/06/2026	Utilities/Electric/Sub 6	ELECTRIC FUND	164.30
4002110-MAR26	04/06/2026	Utilities/Electric/1st & Ella Security Light	ELECTRIC FUND	11.51
40031000-MAR26	04/06/2026	Utilities/Water/Hoyt Rd & Blueridge	WATER FUND	21.10
40033500-MAR26	04/06/2026	Utilities/Electric/Sub 9	ELECTRIC FUND	174.88
40057600-MAR26	04/06/2026	Utilities/Water/500 N Commerce	WATER FUND	1,207.38
40057700-MAR26	04/06/2026	Utilities/Electric/500 N Commerce	ELECTRIC FUND	1,357.32
40086010-MAR26	04/06/2026	Utilities/Electric/Sub 7	ELECTRIC FUND	14.65
40116000-MAR26	04/06/2026	Utilities/Electric/Sub 4	ELECTRIC FUND	97.78
40137200-MAR26	04/06/2026	Utilities/electric/Sub 10	ELECTRIC FUND	80.84
40260000-MAR26	04/06/2026	Utilities/Water/North Reservoir	WATER FUND	2,236.99
40260500-MAR26	04/06/2026	Utilities/Water/South Reservoir	WATER FUND	2,600.93
4026100-MAR26	04/06/2026	Utilities/Water/Wells Hoag	WATER FUND	4,461.47
45016000-MAR26	04/06/2026	Utilities/Water RR3	WATER FUND	21.47
5013000-MAR26	04/06/2026	Utilities/electric/400 Ella	ELECTRIC FUND	638.63
Total BPW - Utilities:				27,494.73
<b>Call Management Resources</b>				
26021023186872	02/10/2026	After Hours Call Service St	ELECTRIC FUND	36.00
26021023186872	02/10/2026	After Hours Call Service Elec	ELECTRIC FUND	36.00
26021023186872	02/10/2026	After Hours Call Service Water	WATER FUND	36.00
26021023186872	02/10/2026	After Hours Call Service Sewer	WPC	36.00
26031023188188	03/10/2026	After Hours Call Service St	ELECTRIC FUND	46.00
26031023188188	03/10/2026	After Hours Call Service Elec	ELECTRIC FUND	46.00
26031023188188	03/10/2026	After Hours Call Service Water	WATER FUND	46.00
26031023188188	03/10/2026	After Hours Call Service Sewer	WPC	46.00
26040723189505	04/07/2026	After Hours Call Service St	ELECTRIC FUND	36.00
26040723189505	04/07/2026	After Hours Call Service Elec	ELECTRIC FUND	36.00
26040723189505	04/07/2026	After Hours Call Service Water	WATER FUND	36.00
26040723189505	04/07/2026	After Hours Call Service Sewer	WPC	36.00
Total Call Management Resources:				472.00
<b>Caspers Construction, Inc.</b>				
8934	04/14/2026	Replace existing 8'4" x7'2" pair of metal doors at the pump station 4/grant	WATER FUND	7,541.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Caspers Construction, Inc.:				7,541.00
<b>CINTAS LOC 749</b>				
4265222426	04/07/2026	Uniform Cleaning/Rental WPC	WPC	35.00
Total CINTAS LOC 749:				35.00
<b>City Motor Supply</b>				
915466	03/02/2026	2)Tri power ind V-belt@15.07 (RBC Motor)	WPC	30.14
915466	03/02/2026	1)Ind Belt @10.82	WPC	10.82
916281	04/01/2026	2)Gun Coup @4.67	WPC	9.34
916285	04/01/2026	2)Transynd 668@38.79	WPC	77.58
916350	04/03/2026	2)Napagold Oil Filter @95.99	ELECTRIC FUND	191.98
916350	04/03/2026	1)NAPA Gold Fuel Filter @80.99	ELECTRIC FUND	80.99
916350	04/03/2026	Sales Tax	ELECTRIC FUND	20.47
Total City Motor Supply:				421.32
<b>City Treasurer</b>				
GARBAGE-MAR26	04/07/2026	Garbage-MAR26	ELECTRIC FUND	128,625.90
PLUS-MAR26	04/07/2026	Beatrice Plus-MAR26	ELECTRIC FUND	2,428.21
Total City Treasurer:				131,054.11
<b>Collection Associates LLC</b>				
186-MAR26	04/01/2026	Collections/Mar 2026	ELECTRIC FUND	483.32
Total Collection Associates LLC:				483.32
<b>Column Software PBC</b>				
7FF24556-0682	03/12/2026	Notice of Meeting 4/15/26	WPC	13.02
Total Column Software PBC:				13.02
<b>Core and Main</b>				
Y813552	04/07/2026	86)IPERL/ALLY 6' 3W PE CABLE SM50546439004	WATER FUND	2,455.47
Y813552	04/07/2026	100)IPERL/ALLY 25' 3W PE CABLE SM50546439005	WATER FUND	3,522.78
Y813552	04/07/2026	Freight	WATER FUND	45.96
Y848450	04/13/2026	Freight	WATER FUND	31.16
Y848450	04/13/2026	2" OMNI DROP-IN	WATER FUND	1,567.20
Total Core and Main:				7,622.57
<b>Diversified Safety and Compliance LLC</b>				
26-300867	04/14/2026	Random Drug Test@95.00/baswa	ELECTRIC FUND	95.00
26-300867	04/14/2026	Random Drug Test@55.00/MARS	ELECTRIC FUND	55.00
26-300867	04/14/2026	Random Drug Test@95.00/mars	ELECTRIC FUND	190.00
26-300867	04/14/2026	Mileage	ELECTRIC FUND	10.00
26-300867	04/14/2026	Random Drug Test@55.00/WPC	WPC	55.00
26-300867	04/14/2026	Random Drug Test@95.00/elec	WPC	190.00
Total Diversified Safety and Compliance LLC:				595.00
<b>Dutton-Lainson Co</b>				
927739-1	04/08/2026	1_25 KVA SINGLE PHASE PADMOUNT TRANSFORMER. PRI. 12470/720	ELECTRIC FUND	2,958.40

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Total Dutton-Lainson Co:</b>				<b>2,958.40</b>
<b>Echo Electric</b>				
S011821055.002	04/01/2026	3)2 1/2 UL End Bell @6.4648	ELECTRIC FUND	19.39
S011821055.002	04/01/2026	Sales Tax	ELECTRIC FUND	1.45
S011847333.001	04/06/2026	20)Orbit 1-BC-G-1g stl blank cvr@2.905	ELECTRIC FUND	58.10
S011847333.001	04/06/2026	Sales Tax	ELECTRIC FUND	4.36
S011860028.001	04/09/2026	500)THHn #12 Stranded Orange wire @.22557	ELECTRIC FUND	121.25
S011860028.001	04/09/2026	500)THHn #12 Stranded Black Wire@.22557	ELECTRIC FUND	121.25
S011860664.001	04/09/2026	1)Brid 1253 1in Service Entrance Cap	ELECTRIC FUND	7.20
S011860664.001	04/09/2026	Sales Tax	ELECTRIC FUND	.54
<b>Total Echo Electric:</b>				<b>333.54</b>
<b>Environmental Maintenance Services LLC</b>				
15548	03/17/2026	Labor-Repair Check Engine Light	ELECTRIC FUND	1,435.57
<b>Total Environmental Maintenance Services LLC:</b>				<b>1,435.57</b>
<b>Extreme Motorsports</b>				
DECAL-ELEC 4-26	04/08/2026	2sets) Truck Decals-Elec dept	ELECTRIC FUND	120.00
DECAL-ELEC 4-26	04/08/2026	Sales Tax	ELECTRIC FUND	9.00
<b>Total Extreme Motorsports:</b>				<b>129.00</b>
<b>HDR Engineering Inc</b>				
1200814993	04/07/2026	Evaluate generation equip/develop comprehensive strategy for the procure	ELECTRIC FUND	5,949.84
<b>Total HDR Engineering Inc:</b>				<b>5,949.84</b>
<b>Husker Electric Supply</b>				
82001	04/08/2026	200)WIRE COPPER #4 BARE SD (5 X 200 FT. REELS)	ELECTRIC FUND	216.29
82009	04/08/2026	55)GROUND ROD 5/8 X 8 FT	ELECTRIC FUND	1,057.75
<b>Total Husker Electric Supply:</b>				<b>1,274.04</b>
<b>JEO Consulting Group, Inc.</b>				
172580	03/23/2026	Engineering design for Chemical Feed Improvement Project #251912	WATER FUND	1,023.75
<b>Total JEO Consulting Group, Inc.:</b>				<b>1,023.75</b>
<b>JK Energy Consulting LLC</b>				
2638	04/13/2026	1hr)Billing Srv Mar26-Prepared NEL datasubmittal for NERC/MRO dues	ELECTRIC FUND	160.00
2638	04/13/2026	.5)Hourly Billing Srv Mar 26-Updated AEP hourly load data for 2025	ELECTRIC FUND	35.00
2639	04/13/2026	22hrs)Hourly Billing Srv Mar26-Generation Project	ELECTRIC FUND	3,520.00
2640	04/13/2026	2.5)Hourly Billing Srv Mar26 -Solicit wind REC proposals	ELECTRIC FUND	400.00
2641	04/13/2026	.5)Hourly Billing Srv Mar 26-Radiant Tech	ELECTRIC FUND	80.00
<b>Total JK Energy Consulting LLC:</b>				<b>4,195.00</b>
<b>Johnny's Welding, Inc.</b>				
0194622	03/17/2026	State Sales/Use	ELECTRIC FUND	1.65-
0194622	03/17/2026	City Sales/Use	ELECTRIC FUND	.60-
0194622	03/17/2026	Steel	ELECTRIC FUND	30.00
0194622	03/17/2026	Use Tax	ELECTRIC FUND	2.25
0194644	03/20/2026	Steel	ELECTRIC FUND	40.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
0194644	03/20/2026	Sales Tax	ELECTRIC FUND	3.00
817067	03/26/2026	11)Inches of 3/4" Hose 3200 PSI@.81	ELECTRIC FUND	8.91
817067	03/26/2026	1)12G-12FJX Hose Fitting @27.40	ELECTRIC FUND	27.40
817067	03/26/2026	1)12G-12MP Hose Fitting @21.94	ELECTRIC FUND	21.94
817067	03/26/2026	Sales Tax	ELECTRIC FUND	4.37
817067	03/26/2026	Labor	ELECTRIC FUND	8.00
<b>Total Johnny's Welding, Inc.:</b>				<b>143.62</b>
<b>Ken's Pest Control</b>				
1759	02/18/2026	Pest Control Service Center Feb/26	ELECTRIC FUND	80.63
<b>Total Ken's Pest Control:</b>				<b>80.63</b>
<b>Lammel Plumbing, Inc.</b>				
87130	03/27/2026	Repair section of sewer 727 W Mary damaged during pole installation	ELECTRIC FUND	1,579.60
87221	04/02/2026	1012 N 16th ave-Repaired Sewer line Damaged by setting pole	ELECTRIC FUND	1,655.05
87328	04/02/2026	5)3/4" MIP Ball Vlve Hose bibb@12.82( for parks)	WATER FUND	64.10
87328	04/02/2026	4)1" PVC x MIP 90@1.80	WATER FUND	7.20
87328	04/02/2026	1)1 1/4" PVC x MIP 90@8.98	WATER FUND	8.98
87328	04/02/2026	1)1 1/4" x 3/4 pvc bush @1.00	WATER FUND	1.00
87328	04/02/2026	Use Tax	WATER FUND	6.41
87328	04/02/2026	State Sales/Use	WATER FUND	4.70-
87328	04/02/2026	City Sales/Use	WATER FUND	1.71-
87328	04/02/2026	4)1"x3/4 PVC Bush @1.05	WATER FUND	4.20
<b>Total Lammel Plumbing, Inc.:</b>				<b>3,320.13</b>
<b>Landis and Gyr Technology, Inc.</b>				
90428692	04/06/2026	SaaS Monthly flat Fee/Mar026	ELECTRIC FUND	3,645.00
<b>Total Landis and Gyr Technology, Inc.:</b>				<b>3,645.00</b>
<b>Lincoln Winwater Works</b>				
118397 02	04/01/2026	2)6" Emergency Clamp - 36" Length 101-069 6X36 6.84-7.24 FC CLAMP	WATER FUND	982.55
118397 02	04/01/2026	2)6" Emergency Clamp - 20" Length CL16X20 6.84-7.24 FC CLAMP	WATER FUND	505.25
118397 02	04/01/2026	1)TAPPING SLEEVE 12 IN X 6SST-13.52 X 6 DI MJ OUTLET	WATER FUND	772.93
<b>Total Lincoln Winwater Works:</b>				<b>2,260.73</b>
<b>Midwest Laboratories, Inc.</b>				
1280230	04/02/2026	Weekly Wastewater Samples/Mar26	WPC	1,396.27
<b>Total Midwest Laboratories, Inc.:</b>				<b>1,396.27</b>
<b>NE Department of Revenue</b>				
393274--MAR26	03/31/2026	Use Tax - AP - State	ELECTRIC FUND	440.60
393274--MAR26	03/31/2026	Sales Tax - AR - State	ELECTRIC FUND	.00
393274--MAR26	03/31/2026	Sales Tax - Util - State	ELECTRIC FUND	70,353.70
393274--MAR26	03/31/2026	Use Tax - AP - City	ELECTRIC FUND	160.21
393274--MAR26	03/31/2026	Sales Tax - AR - City	ELECTRIC FUND	.00
393274--MAR26	03/31/2026	Sales Tax - Util - City	ELECTRIC FUND	24,554.50
393274--MAR26	03/31/2026	Sales Tax - Coll Fee Credit	ELECTRIC FUND	75.00-
393274--MAR26	03/31/2026	Use Tax - AP - State	WATER FUND	14.41
393274--MAR26	03/31/2026	Sales Tax - AR - State	WATER FUND	47.21
393274--MAR26	03/31/2026	Use Tax - AP - City	WATER FUND	5.24
393274--MAR26	03/31/2026	Sales Tax - AR - City	WATER FUND	17.17

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
FUEL-MAR26	03/31/2026	Motor fuels tax - Jan - Mar	ELECTRIC FUND	749.61
FUEL-MAR26	03/31/2026	Motor fuels tax - Jan - Mar	ELECTRIC FUND	316.70
FUEL-MAR26	03/31/2026	Motor fuels tax - Jan - Mar	ELECTRIC FUND	454.49
FUEL-MAR26	03/31/2026	Motor fuels tax - Jan - Mar	WATER FUND	104.40
FUEL-MAR26	03/31/2026	Motor fuels tax - Jan - Mar	WPC	138.80
Total NE Department of Revenue:				97,282.04
<b>NE DEPT WATER ENERGY AND ENVIRONMENT</b>				
DIEHL-RENEWAL	04/01/2026	Wastewater Treatment Facility Operator Renewal Application/Burroughs #2	WPC	150.00
Total NE DEPT WATER ENERGY AND ENVIRONMENT:				150.00
<b>Nebraska Public Power District</b>				
47471	04/03/2026	Power Bill/Transmission-Mar26	ELECTRIC FUND	22,166.19
9000062711	03/31/2026	2) MTR Translation & Rpt Mtr Srv--Comb Rpt	ELECTRIC FUND	184.00
Total Nebraska Public Power District:				22,350.19
<b>NEXTERA ENERGY RESOURCES</b>				
1017804	04/02/2026	SPP System Capacity - March 2026	ELECTRIC FUND	127,022.00
12408	04/15/2026	Cottonwood Wind/Energy Charge - March 2026	ELECTRIC FUND	120,993.85
Total NEXTERA ENERGY RESOURCES:				248,015.85
<b>Norris Public Power District</b>				
311885100-MAR26	04/06/2026	Power Bill/City Wells/Mar2026	WATER FUND	4,768.81
Total Norris Public Power District:				4,768.81
<b>Olsson, Inc.</b>				
573713	04/02/2026	WPC Grit Improvement Project	WPC	28,964.25
Total Olsson, Inc.:				28,964.25
<b>O'Reilly Automotive, Inc.</b>				
0749-143101	04/01/2026	1)OIL FILTER @63.99	WPC	63.99
0749-143101	04/01/2026	2)Transyd 668 @57.99	WPC	115.98
0749-143326	04/02/2026	Sales Tax	ELECTRIC FUND	3.45
0749-143326	04/02/2026	2)Wiper Blade @22.99	WATER FUND	45.98
0749-143616	04/03/2026	1)Luverne Grip Step @314.99	ELECTRIC FUND	314.99
0749-143616	04/03/2026	Freight	ELECTRIC FUND	53.10
0749-143616	04/03/2026	Sales Tax	ELECTRIC FUND	27.61
0749-144812	04/08/2026	1)Bearing Pack	ELECTRIC FUND	9.99
0749-144813	04/08/2026	1)Bearing Pack(ret credit no tax invoice 749-144812)	ELECTRIC FUND	9.99
0749-144814	04/08/2026	1)Bearing Pack	ELECTRIC FUND	9.99
0749-144814	04/08/2026	Sales Tax	ELECTRIC FUND	.75
0749-145091	04/09/2026	1)BAtt Box@19.99	ELECTRIC FUND	19.99
0749-145091	04/09/2026	Sales Tax	ELECTRIC FUND	1.50
Total O'Reilly Automotive, Inc.:				657.33
<b>Philippi Electric Inc</b>				
6879	03/24/2026	Finish electric New building	WATER FUND	14,042.27
6888	03/18/2026	Replace Two LED Wall Packs	WATER FUND	445.00
6930	04/03/2026	Rund Scada Wrie, Conduit for flow switch	WATER FUND	1,207.85

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Total Philippi Electric Inc:</b>				<b>15,695.12</b>
<b>Pinnacle Bank</b>				
MAR26	04/01/2026	Internet Banking Fees Mar 2026	ELECTRIC FUND	40.40
<b>Total Pinnacle Bank:</b>				<b>40.40</b>
<b>Quadient Leasing USA Inc</b>				
31270251-MAR26	04/03/2026	State Sales/Use Tax	ELECTRIC FUND	7.59-
31270251-MAR26	04/03/2026	City Sales/Use Tax	ELECTRIC FUND	2.76-
31270251-MAR26	04/03/2026	Postage /split	ELECTRIC FUND	1,506.48
31270251-MAR26	04/03/2026	Invoice 17960841 supply purchase	ELECTRIC FUND	148.30
31270251-MAR26	04/03/2026	State Sales/Use Tax	WATER FUND	4.55-
31270251-MAR26	04/03/2026	City Sales/Use Tax	WATER FUND	1.66-
31270251-MAR26	04/03/2026	Postage /split	WATER FUND	903.89
31270251-MAR26	04/03/2026	Invoice 17960841 supply purchase	WATER FUND	88.98
31270251-MAR26	04/03/2026	Postage /split	WPC	602.59
31270251-MAR26	04/03/2026	Invoice 17960841 supply purchase	WPC	55.18
<b>Total Quadient Leasing USA Inc:</b>				<b>3,288.86</b>
<b>Quill Corporation</b>				
48422885	04/03/2026	Street Office Supplies	ELECTRIC FUND	15.77
48422885	04/03/2026	Electric Office Supplies	ELECTRIC FUND	15.79
48422885	04/03/2026	Water Office Supplies	WATER FUND	15.79
<b>Total Quill Corporation:</b>				<b>47.35</b>
<b>Rose Equipment, LLC</b>				
25481	04/10/2026	6)Male High Pressure Quick Coupler	ELECTRIC FUND	42.00
25481	04/10/2026	7)Female High Pressure Quick Coupler	ELECTRIC FUND	127.40
25481	04/10/2026	Sales Tax	ELECTRIC FUND	12.28
<b>Total Rose Equipment, LLC:</b>				<b>181.68</b>
<b>Sapp Bros. Petroleum, Inc.</b>				
IN4996290	04/03/2026	State Sales/Use	WATER FUND	6.37-
IN4996290	04/03/2026	City Sales/Use	WATER FUND	2.31-
IN4996290	04/03/2026	55)DEF@2.10	WATER FUND	115.76
IN4996290	04/03/2026	Use Tax	WATER FUND	8.68
IN4997927	04/07/2026	1300.2)DIESEL #2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL	ELECTRIC FUND	3,520.94
IN4997927	04/07/2026	1000)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2026	ELECTRIC FUND	2,615.00
<b>Total Sapp Bros. Petroleum, Inc.:</b>				<b>6,251.70</b>
<b>Seth's Lawn Solutions LLC</b>				
7477	03/21/2026	Spray Sterilant at substations	ELECTRIC FUND	2,000.00
<b>Total Seth's Lawn Solutions LLC:</b>				<b>2,000.00</b>
<b>The Green Tree LLC</b>				
11704	04/07/2026	Tree Trimming 120 hrs/wk of 3/30/26	ELECTRIC FUND	27,000.00
11705	04/13/2026	Tree Trimming 120 hrs/wk of 4/6/26	ELECTRIC FUND	27,000.00
<b>Total The Green Tree LLC:</b>				<b>54,000.00</b>

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Tractor Supply Company</b>				
478930	04/02/2026	1)JS 4pc Storage bin set	WATER FUND	9.99
478930	04/02/2026	10.25)G2 Bulk meer bolts @5.49	WATER FUND	56.27
478930	04/02/2026	Sales Tax	WATER FUND	4.97
479839	04/10/2026	1)Blw Pintle Hook Blt-on 15tn@99.99	ELECTRIC FUND	99.99
479839	04/10/2026	Sales Tax	ELECTRIC FUND	7.50
479901	04/10/2026	2)16x6.5 2pr Tire Lg@49.99	ELECTRIC FUND	99.98
479901	04/10/2026	2)Trv Tube 1600x650 8 Lawn garden@24.99	ELECTRIC FUND	49.98
479901	04/10/2026	Sales Tax	ELECTRIC FUND	11.24
480333	04/14/2026	1)Galv Wire 14ga@49.99	WPC	49.99
480364	04/14/2026	1)Amine 2 4D 2.5gal @49.99	WPC	49.99
480364	04/14/2026	1)White Marking Flag 21in 100ct@17.99	WPC	17.99
763005	04/09/2026	1)Trv HD Battery@179.99	ELECTRIC FUND	179.99
763005	04/09/2026	Battery Core	ELECTRIC FUND	27.00
763005	04/09/2026	Battery Core Exch	ELECTRIC FUND	27.00
763005	04/09/2026	1)JL 16x24in steel framing square @21.99	ELECTRIC FUND	21.99
763005	04/09/2026	Sales Tax	ELECTRIC FUND	15.15
763007	04/09/2026	1)Solar Batt Maintainer@29.99	ELECTRIC FUND	29.99
763007	04/09/2026	Sales Tax	ELECTRIC FUND	2.25
Total Tractor Supply Company:				707.26
<b>Tredz Central LLC</b>				
57597	01/29/2026	4)Sumitomo Encounter At2@220.00	WPC	880.00
57597	01/29/2026	4)Mount & Balance	WPC	160.00
57597	01/29/2026	Tire Disposal	WPC	28.00
Total Tredz Central LLC:				1,068.00
<b>Trojan Technologies Corp</b>				
200 50013040	04/13/2026	UV System Upgrade - per Quote QM0003848	WPC	1,650.00
Total Trojan Technologies Corp:				1,650.00
<b>Truck Center Companies</b>				
XA108214231 01	04/01/2026	2)Element-Fuel Filter @40.52	WPC	81.04
XA108214231 01	04/01/2026	2)Fuel Filter @96.73	WPC	193.46
XA108214231 01	04/01/2026	1)Element-Air Filter Primary @117.50	WPC	117.50
XA108214231 01	04/01/2026	2)Filter element Secnd@47.37	WPC	94.74
XA108214231 01	04/01/2026	2)Element -Oil Filter@23.12	WPC	46.24
XA108215238 01	04/09/2026	2)Element -Oil Filter@23.12-returned	WPC	46.24
XA108215240 01	04/09/2026	1)Lube Filter Nano Net @78.63	WPC	78.63
Total Truck Center Companies:				565.37
<b>Tyndale Company, Inc.</b>				
4372765	04/03/2026	1)carhartt FR Canvas Org Loose Pant@111.00/Stephens	ELECTRIC FUND	111.00
4372765	04/03/2026	shipping	ELECTRIC FUND	12.95
4372765	04/03/2026	sales tax	ELECTRIC FUND	9.30
4376302	04/07/2026	1)10" Ariat Sierra Steel Toe Boot @189.00	ELECTRIC FUND	189.00
4376302	04/07/2026	shipping	ELECTRIC FUND	12.95
4376302	04/07/2026	sales tax	ELECTRIC FUND	15.15
4378645	04/09/2026	1)Drifire Lightweight SS tshirt@68.00/mETZ	ELECTRIC FUND	68.00
4378645	04/09/2026	Embroidery	ELECTRIC FUND	3.00
4378645	04/09/2026	shipping	ELECTRIC FUND	9.95
4378645	04/09/2026	sales tax	ELECTRIC FUND	6.08
4382129	04/11/2026	2)Drifire Lightweight SS tshirt @68.00/Jenkins	ELECTRIC FUND	136.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
4382129	04/11/2026	1)Dragonwear element Lite surge hoodie@357.00/Jenkins	ELECTRIC FUND	357.00
4382129	04/11/2026	Embroidery	ELECTRIC FUND	9.00
4382129	04/11/2026	shipping	ELECTRIC FUND	16.95
4382129	04/11/2026	sales tax	ELECTRIC FUND	38.92
Total Tyndale Company, Inc.:				995.25
<b>US Postmaster</b>				
040726	04/07/2026	cycle billing postage	ELECTRIC FUND	1,553.65
040726	04/07/2026	cycle billing postage	WATER FUND	932.19
040726	04/07/2026	cycle billing postage	WPC	621.46
Total US Postmaster:				3,107.30
<b>Vermeer High Plains</b>				
P4092101	04/03/2026	1)Hyd jack @1597.28	ELECTRIC FUND	1,597.28
P4092101	04/03/2026	Sales Tax	ELECTRIC FUND	115.80
Total Vermeer High Plains:				1,713.08
<b>Visa</b>				
20081-MAR26	04/02/2026	Zoro-Thermostate SC	ELECTRIC FUND	69.05
20081-MAR26	04/02/2026	Harbor Freight-Tool-Nailer,nails	ELECTRIC FUND	55.88
20081-MAR26	04/02/2026	Home Depot-Tools pole saw/Top handle chain saw	ELECTRIC FUND	1,370.66
20081-MAR26	04/02/2026	Amoco-Fuel	ELECTRIC FUND	47.75
20081-MAR26	04/02/2026	Panera Bread-meals	ELECTRIC FUND	31.82
20081-MAR26	04/02/2026	Kings Mart-Fuel	ELECTRIC FUND	38.43
20081-MAR26	04/02/2026	Fryn Pan-Meal	ELECTRIC FUND	39.64
20081-MAR26	04/02/2026	Holiday Inn-(#18 walk thru)	ELECTRIC FUND	217.10
20081-MAR26	04/02/2026	Go CarWash	ELECTRIC FUND	10.00
20081-MAR26	04/02/2026	Amazon-Engineering Supplies	ELECTRIC FUND	14.27
20081-MAR26	04/02/2026	Mead-Supplies, Hardbord,Hinges	ELECTRIC FUND	96.49
20081-MAR26	04/02/2026	Walmart-Supplies	ELECTRIC FUND	32.08
20081-MAR26	04/02/2026	Walmart-Supplies Board mtg	ELECTRIC FUND	62.52
20081-MAR26	04/02/2026	Remarkable-Annual Subscription digital notepad	ELECTRIC FUND	31.18
20081-MAR26	04/02/2026	Subway-Board Mtg	ELECTRIC FUND	81.02
20081-MAR26	04/02/2026	Valentino's-Board mtg	ELECTRIC FUND	77.24
20081-MAR26	04/02/2026	American Public Power Association-Virtural Series-McGrury	ELECTRIC FUND	595.00
20081-MAR26	04/02/2026	MHC-Repair parts/shop supplies	WATER FUND	34.44
20081-MAR26	04/02/2026	MHC-Repair labor	WATER FUND	226.00
20081-MAR26	04/02/2026	Amazon-stihl repair parts	WATER FUND	70.07
20081-MAR26	04/02/2026	Amazon-stihl repair parts	WATER FUND	70.07
20081-MAR26	04/02/2026	Amazon-stihl repair parts	WATER FUND	70.06
20081-MAR26	04/02/2026	Zoro-Lithium Jump Starter,charger	WATER FUND	505.15
20081-MAR26	04/02/2026	Harbor Freight-33pc bit set	WATER FUND	6.44
20081-MAR26	04/02/2026	Amazon-Tool Wrench	WATER FUND	75.20
20081-MAR26	04/02/2026	USPS-Nitrate Samples	WATER FUND	14.25
20081-MAR26	04/02/2026	Amazon-safety vests	WATER FUND	114.98
20081-MAR26	04/02/2026	Amazon-safety Vest	WATER FUND	48.36
20081-MAR26	04/02/2026	Amazon-Hyd Oil	WPC	258.91
20081-MAR26	04/02/2026	County Payments-New Title, Old Vac	WPC	14.35
20081-MAR26	04/02/2026	Walmart-Antifreze	WPC	28.30
20081-MAR26	04/02/2026	NE Water Env Assoc-2026 Conference reg	WPC	195.00
20081-MAR26	04/02/2026	Caseys-safety meeting meal	WPC	88.10
20081-MAR26	04/02/2026	Amazon-Prime shipping	WPC	16.11
20081-MAR26	04/02/2026	Grainger-Plant supplies paper towel	WPC	86.98
20081-MAR26	04/02/2026	Amazon-Plat lab equip & supplies	WPC	250.56

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
20081-MAR26	04/02/2026	Idexx-Lab Testing Supplies	WPC	1,953.94
20081-MAR26	04/02/2026	Ebay-ABS Pumps(LS#1)	WPC	126.85
20081-MAR26	04/02/2026	Zoro-Safety Clothing-tshirts	WPC	62.12
20081-MAR26	04/02/2026	Zoro-Safety clothing-hivis tshirt	WPC	31.14
<b>Total Visa:</b>				<b>7,217.51</b>
<b>Wesco Distributing, Inc.</b>				
964564	04/01/2026	54)INSULATOR VICTOR VI605R	ELECTRIC FUND	322.18
968766	04/03/2026	15)7 FT EXT. FOR HELIX MPS D-6625-U EXTBAR D6	ELECTRIC FUND	1,935.00
973505	04/07/2026	10)50 KVA, SINGLE PHASE PADMOUNT TRANSFORMER. PRIMARY 12,	ELECTRIC FUND	28,165.00
973506	04/07/2026	15)25 KVA SINGLE PHASE PADMOUNT TRANSFORMER. PRI. 12,470/72	ELECTRIC FUND	37,248.75
978037	04/09/2026	30)RACK SEC. 3 SPOOL HEAVY HPS C2070052	ELECTRIC FUND	2,718.68
980398	04/10/2026	100)CLAMP HOT LINE MPS C-1520P	ELECTRIC FUND	2,236.00
<b>Total Wesco Distributing, Inc.:</b>				<b>72,625.61</b>
<b>Western Area Power Administration</b>				
BFPB000850326	04/11/2026	Power Bill/March 2026	ELECTRIC FUND	41,345.89
<b>Total Western Area Power Administration:</b>				<b>41,345.89</b>
<b>Westlake Hardware, Inc.</b>				
10359870	04/01/2026	1)Supply Line SS3/4x7@21.59	ELECTRIC FUND	21.59
10359870	04/01/2026	Sales Tax	ELECTRIC FUND	1.62
10359883	04/01/2026	1)Drill Poweed Pump @16.19	WPC	16.19
10359883	04/01/2026	2)Hose Adptr 3/4@12.59	WPC	25.18
10359883	04/01/2026	2)Hose Barb 3/8@5.93	WPC	11.86
10359883	04/01/2026	8)Vinyl Tubing 3/8@1.43	WPC	11.44
10359887	04/01/2026	1)Ktchn Fct Vela 1hnd@143.99	ELECTRIC FUND	143.99
10359887	04/01/2026	1)P Trap @6.29	ELECTRIC FUND	6.29
10359887	04/01/2026	Sales Tax	ELECTRIC FUND	11.27
10359897	04/02/2026	1)Polish Metal Brass@5.93	ELECTRIC FUND	5.93
10359897	04/02/2026	1)Telescoping Basin@26.09	ELECTRIC FUND	26.09
10359897	04/02/2026	Sales Tax	ELECTRIC FUND	2.40
10359912	04/03/2026	1)5-31 Tall Fescue@17.09	WPC	17.09
10359917	04/03/2026	1)1G Universal CVR Cry@6.29	WPC	6.29
10359962	04/07/2026	1)RCJ6Y Champ Sparkplug@5.93	ELECTRIC FUND	5.93
10359962	04/07/2026	Sales Tax	ELECTRIC FUND	.44
10359986	04/08/2026	1)Curved Kitchen brush@5.03	WPC	5.03
10359986	04/08/2026	4)Scour Pad Hvy Dty@2.69	WPC	10.76
10359986	04/08/2026	Instant Savings	WPC	1.00-
10360017	04/09/2026	1)Keydrafter #68@4.49	WPC	4.49
10360022	04/10/2026	3)Naturespe Brn Mulch (LS #5)@3.33	WPC	9.99
10360024	04/10/2026	5)Clorox Splashless @7.19	WATER FUND	35.95
10360024	04/10/2026	Sales Tax	WATER FUND	2.70
10360025	04/10/2026	2)Door Stop Wall @5.39	WATER FUND	10.78
10360025	04/10/2026	Sales Tax	WATER FUND	.81
10360041	04/13/2026	1)Kitchen Bag Strng@10.79	ELECTRIC FUND	10.79
10360041	04/13/2026	1)Wastebasket @19.79	ELECTRIC FUND	19.79
10360041	04/13/2026	1)Lawn WD Klr Wand @28.79	ELECTRIC FUND	28.79
10360041	04/13/2026	Sales Tax	ELECTRIC FUND	4.45
10360055	04/14/2026	2)Mineral Spirits@17.99	WPC	35.98
10360057	04/14/2026	1)Screw FH Ph SM12x2.5@28.79	WATER FUND	28.79
10360057	04/14/2026	Sales Tax	WATER FUND	2.16

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
		Total Westlake Hardware, Inc.:		523.86
		Grand Totals:		1,716,059.12

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

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

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

\_\_\_\_\_  
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**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	PROJECT: BASWA South MSW Landfill Site Entrance Facility	APPLICATION NO: 13	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> CONSTRUCTION MANAGER <input checked="" type="checkbox"/> ARCHITECT/ENGINEER <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Genesis Contracting Group 404 Hill Street Lincoln NE. 68502	VIA ENGINEER: Burns & McDonnel 6909 South Lyncrest Place - Suite 120 Sioux Falls, SD 57108	PERIOD TO: 2/28/2026 APPLICATION DATE: 3/2/2026 Revised 4/13/2026	
CONTRACT FOR: New Construction		PROJECT NOS: 25-002	
		CONTRACT DATE: January 6, 2025	

**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.

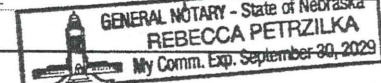
1. ORIGINAL CONTRACT SUM	\$	4,052,000.00
2. Net change by Change Orders	\$	4,917.22
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	4,056,917.22
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	4,056,917.22
5. RETAINAGE:		
a. 1 % of Completed Work (Column D + E on G703)	\$	40,569.17
b. 0 % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	40,569.17
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	4,016,348.05
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	3,646,800.00
8. CURRENT PAYMENT DUE	\$	369,548.05
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	40,569.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$4,917.22	\$0.00
TOTALS	\$4,917.22	\$0.00
NET CHANGES by Change Order		\$4,917.22

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: Casey J. [Signature] Date: 4/13/2026  
 State of: Nebraska County of: Lancaster  
 Subscribed and sworn to before me this 13<sup>th</sup> day of April 2026  
 Notary Public: Rebecca J. [Signature]  
 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 ..... \$ 369,548.05

(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: Robert [Signature] Date: 4/14/2026

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.

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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	%	BALANCE TO FINISH	RETAINAGE
		PREVIOUS APPLICATIONS	THIS APPLICATION								
			Work In Place	STORED MATERIAL							
General Conditions	205,000.00	205,000.00	0.00	0.00	0.00	205,000.00	0.00	0.00	100.00%	0.00	2,050.00
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	850.00
Site Excavation and Grading	520,000.00	520,000.00	0.00	0.00	0.00	520,000.00	0.00	0.00	100.00%	0.00	5,200.00
Site Fencing	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00	0.00	100.00%	0.00	250.00
Landscaping/Seeding	45,000.00	45,000.00	0.00	0.00	0.00	45,000.00	0.00	0.00	100.00%	0.00	450.00
Reinforcement	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00	0.00	100.00%	0.00	600.00
Foundation	175,000.00	175,000.00	0.00	0.00	0.00	175,000.00	0.00	0.00	100.00%	0.00	1,750.00
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	1,800.00
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	3,500.00
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	500.00
Steel Erection	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00	100.00%	0.00	90.00
Rough Carpentry	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00	100.00%	0.00	100.00
Finish Carpentry	8,500.00	8,500.00	0.00	0.00	0.00	8,500.00	0.00	0.00	100.00%	0.00	85.00
Casework	9,000.00	9,000.00	0.00	0.00	0.00	9,000.00	0.00	0.00	100.00%	0.00	90.00
Countertops	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00	100.00%	0.00	150.00
Metal Stud Framing and GWB	110,000.00	110,000.00	0.00	0.00	0.00	110,000.00	0.00	0.00	100.00%	0.00	1,100.00
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	410.00
Aluminum Frames and Glazing	65,000.00	65,000.00	0.00	0.00	0.00	65,000.00	0.00	0.00	100.00%	0.00	650.00
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	470.00
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	65.00
Tiling	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00	100.00%	0.00	100.00
Flooring	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00	0.00	100.00%	0.00	50.00
Painting	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	0.00	100.00%	0.00	260.00
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	250.00
Specialties	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00	0.00	100.00%	0.00	80.00
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	250.00
Storm Shelter	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00	0.00	100.00%	0.00	120.00
Scale	490,000.00	490,000.00	0.00	0.00	0.00	490,000.00	0.00	0.00	100.00%	0.00	4,900.00
Roof Accessories	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00	0.00	100.00%	0.00	60.00
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	3,000.00
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	2,200.00
PEMB Erection	189,000.00	189,000.00	0.00	0.00	0.00	189,000.00	0.00	0.00	100.00%	0.00	1,890.00
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	700.00
Plumbing	235,000.00	235,000.00	0.00	0.00	0.00	235,000.00	0.00	0.00	100.00%	0.00	2,350.00
HVAC	150,000.00	150,000.00	0.00	0.00	0.00	150,000.00	0.00	0.00	100.00%	0.00	1,500.00
Electrical	265,000.00	265,000.00	0.00	0.00	0.00	265,000.00	0.00	0.00	100.00%	0.00	2,650.00
Change Order #001	4,917.22	0.00	4,917.22	0.00	0.00	4,917.22	0.00	0.00	100.00%	0.00	49.17

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G703 Document

APPLICATION NO: 13

APPLICATION DATE: 3/2/2026

PERIOD TO: 2/28/2026

DESCRIPTION OF WORK	Current SCHEDULED VALUE	WORK COMPLETED THIS APPLICATION			WIP THIS PERIOD PLUS STORED	TOTAL COMPLETED AND STORED TO DATE	RETAINAGE THIS PERIOD	NET AMOUNT DUE THIS PERIOD	%	BALANCE TO FINISH	RETAINAGE
		PREVIOUS APPLICATIONS	Work In Place	STORED MATERIAL							
<b>GRANDTOTAL:</b>	4,056,917.22	4,052,000.00	4,917.22	0.00	0.00	4,056,917.22	0.00	0.00	100.00%	0.00	40,569.17

# JEO Consulting Group Inc.

## Detailed Payment

240608.01 - Heritage Heights Housing Development



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<b>Description</b>	Construct Heritage Heights Housing Development in Beatrice Nebraska.
<b>Payment Number</b>	8
<b>Pay Period</b>	03/15/2026 to 04/11/2026
<b>Approval Date</b>	05/04/2026
<b>Prime Contractor</b>	Van Kirk Brothers Contracting 1200 W Ash Street Sutton, NE 68979
<b>Payment Status</b>	Pending
<b>Awarded Project Amount</b>	\$1,324,909.05
<b>Authorized Amount</b>	\$1,312,518.44

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 1 - GROUP A - GRADING AND EROSION CONTROL</b>										
0020	1	LS	\$39,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$39,750.00
Mobilization										
0030	2	LS	\$6,725.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,725.00
Bonding and Insurance										
0040	3	EA	\$5,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,800.00
Construction Entrance										
0050	4	CY	\$4.750	1,740.000	0.000	1,740.000	1,740.000	1,740.000	\$0.00	\$8,265.00
Site Grading										
0060	5	CY	\$12.850	3,729.000	0.000	3,729.000	3,729.000	3,729.000	\$0.00	\$47,917.65
Earthwork Measured in Embankment (Established Quantity)										
0070	6	CY	\$2.300	12,995.000	6,497.500	6,497.500	12,995.000	12,995.000	\$14,944.25	\$29,888.50
Stripping and Topsoiling										
0080	7	LF	\$3.500	1,786.000	0.000	1,219.000	1,219.000	1,219.000	\$0.00	\$4,266.50
Silt Fence, Low Porosity										
0090	8	LF	\$5.500	30.000	0.000	30.000	30.000	30.000	\$0.00	\$165.00
Silt Fence, High Porosity										
0100	9	EA	\$220.000	8.000	0.000	2.000	2.000	2.000	\$0.00	\$440.00
Curb Inlet Protection										
0110	10	SY	\$1.450	2,011.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date	
0120	11	ACRE	\$2,200.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Seeding, Fertilizer and Mulch											
0130	12	TONS	\$138.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$1,104.00	
Rock Riprap, NDOR Type B											
0140	13	LF	\$8.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Remove Existing Gas Line											
0150	14	LF	\$3.750	19.000	0.000	42.000	42.000	42.000	\$0.00	\$157.50	
Remove Fence											
0160	15	EA	\$605.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Remove Tree											
0720	9000-41	CY	\$11.090	33,386.000	0.000	33,386.000	33,386.000	33,386.000	\$0.00	\$370,250.74	
Earthwork Measured in Embankment - Beatrice Borrow											
									<b>Section Totals:</b>	\$14,944.25	\$514,729.89
<b>Section: 2 - GROUP B - ROADWAY</b>											
0170	16	LS	\$15,150.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$15,150.00	
Mobilization											
0180	17	LS	\$4,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,275.00	
Bonding and Insurance											
0190	18	LS	\$1,800.000	1.000	0.250	0.750	1.000	1.000	\$450.00	\$1,800.00	
Temporary Traffic Control Measures											
0200	19	SF	\$1.400	150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Remove Sidewalk											

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0210	20	SY	\$14.000	277.000	0.000	153.000	153.000	153.000	\$0.00	\$2,142.00
Remove Pavement										
0220	21	SY	\$16.000	0.000	112.000	0.000	112.000	112.000	\$1,792.00	\$1,792.00
Remove driveway										
0230	22	LF	\$14.500	131.000	180.000	0.000	180.000	180.000	\$2,610.00	\$2,610.00
Remove Curb and Gutter										
0240	23	EA	\$54.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Detectable Warning Panels										
0250	24	SY	\$2.800	3,620.000	0.000	3,601.440	3,601.440	3,601.440	\$0.00	\$10,084.03
Subgrade Preparation										
0260	25	SY	\$65.500	3,507.000	0.000	3,494.550	3,494.550	3,494.550	\$0.00	\$228,893.03
7" Concrete Pavement										
0270	26	SY	\$58.500	113.000	113.000	0.000	113.000	113.000	\$6,610.50	\$6,610.50
6" Concrete Driveway										
0280	27	SF	\$6.100	6,980.000	7,984.500	0.000	7,984.500	7,984.500	\$48,705.45	\$48,705.45
4" Concrete Sidewalk										
0290	28	LF	\$18.650	131.000	180.000	0.000	180.000	180.000	\$3,357.00	\$3,357.00
Concrete Curb and Gutter (24"-36" wide)										
0300	29	SF	\$88.000	104.000	96.000	0.000	96.000	96.000	\$8,448.00	\$8,448.00
Detectable Warning Panels										
0310	30	EA	\$580.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

04/13/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0320	31	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install End of Road Marker										
0330	32	LF	\$26.000	32.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Header										
0730	9000-47	LS	-\$11,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	-\$11,000.00
Contract Reduction										
0740	9000-49	LS	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
EverGrate Sidewalk Drain, Pipe, and Concrete Curb Wall										
<b>Section Totals:</b>									\$71,972.95	\$322,867.01
<b>Section: 3 - GROUP C - STORM SEWER</b>										
0340	33	LS	\$19,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$19,450.00
Mobilization										
0350	34	LS	\$1,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,750.00
Bonding and Insurance										
0360	35	LF	\$54.000	209.000	0.000	209.000	209.000	209.000	\$0.00	\$11,286.00
18" RCP, Class III										
0370	36	LF	\$70.000	345.000	0.000	345.000	345.000	345.000	\$0.00	\$24,150.00
24" RCP, Class III										
0380	37	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0390	38	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0400	39	EA	\$6,115.000	8.000	3.500	4.500	8.000	8.000	\$21,402.50	\$48,920.00
Curb Inlet (y=10')										
0410	40	EA	\$4,693.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,693.00
48" Dia. Storm Sewer Manhole										
0420	41	EA	\$735.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$735.00
Connect to Existing Storm Sewer Pipe										
0430	42	LF	\$14.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$168.00
Remove CMP Storm Sewer Pipe										
0440	43	EA	\$115.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer FES										
0450	44	EA	\$275.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$275.00
Remove Storm Sewer Structure (< 6' deep)										
0460	45	EA	\$27,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$27,250.00
Hydrodynamic Separator										
0470	46	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
72" Dia. Storm Sewer Manhole										
0710	6.5.010	EA	\$5,785.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,785.00
60" Dia. Storm Sewer Manhole										
<b>Section Totals:</b>									\$21,402.50	\$146,684.00
<b>Section: 4 - GROUP D – SANITARY SEWER</b>										
0480	47	LS	\$8,900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$8,900.00
Mobilization										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date	
0490	48	LS	\$1,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,275.00	
Bonding and Insurance											
0500	49	LF	\$48.000	729.000	0.000	729.000	729.000	729.000	\$0.00	\$34,992.00	
8" PVC Sanitary Sewer Main, SDR 35											
0510	50	LF	\$40.000	587.000	0.000	587.000	587.000	587.000	\$0.00	\$23,480.00	
4" PVC Sanitary Sewer Service, SDR 26											
0520	51	VF	\$724.000	40.000	0.000	40.000	40.000	40.000	\$0.00	\$28,960.00	
48" Dia. Concrete Manhole											
0530	52	EA	\$282.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$3,384.00	
8" x 4" Wye, PVC											
0540	53	EA	\$90.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
8" Cap, PVC											
0550	54	EA	\$695.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$695.00	
Connect to Existing Sanitary Sewer Main											
0560	55	LF	\$12.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Remove Sanitary Sewer Pipe											
									<b>Section Totals:</b>	\$0.00	\$101,686.00
<b>Section: 5 - GROUP E - ROADWAY</b>											
0570	56	LS	\$5,580.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,580.00	
Mobilization											
0580	57	LS	\$2,110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,110.00	
Bonding and Insurance											

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date	
0590	58	LS	\$1,800.000	1.000	0.250	0.750	1.000	1.000	\$450.00	\$1,800.00	
Temporary Traffic Control Measures											
0600	59	SY	\$2.800	2,169.000	113.000	1,984.560	2,097.560	2,097.560	\$316.40	\$5,873.17	
Subgrade Preparation											
0610	60	SY	\$65.500	2,169.000	0.000	2,091.450	2,091.450	2,091.450	\$0.00	\$136,989.98	
7" Concrete Pavement											
0620	61	SF	\$88.000	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Detectable Warning Panels											
0630	62	EA	\$580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Install Stop Sign with Street Sign and Post											
0640	63	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00	
Salvage End of Road Marker											
									<b>Section Totals:</b>	\$766.40	\$152,353.15
<b>Section: 6 - GROUP F – SANITARY SEWER</b>											
0650	64	LS	\$5,320.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,320.00	
Mobilization											
0660	65	LS	\$505.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$505.00	
Bonding and Insurance											
0670	66	LF	\$48.000	304.000	0.000	304.000	304.000	304.000	\$0.00	\$14,592.00	
8" PVC Sanitary Sewer Main, SDR 35											
0680	67	LF	\$40.000	280.000	0.000	280.000	280.000	280.000	\$0.00	\$11,200.00	
4" PVC Sanitary Sewer Service, SDR 26											

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0690	68	VF	\$724.000	9.000	0.000	9.000	9.000	9.000	\$0.00	\$6,516.00
48" Dia. Concrete Manhole										
0700	69	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
<b>Section Totals:</b>									\$0.00	\$40,389.00
<b>Section: Section ID - Section Description</b>										
0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										
<b>Section Totals:</b>									\$0.00	\$0.00
<b>Total Payments:</b>									\$109,086.10	\$1,278,709.05

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**Time Charges**

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	11/30/2025	04/30/2026	N/A	\$0.00	N/A	19.0 Days	\$0.00
Substantial Completion	10/31/2025	04/01/2026	N/A	\$0.00	N/A	0.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

## Summary

<b>Current Approved Work:</b>	\$109,086.10
<b>Current Stockpile Advancement:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00
<b>Current Retainage:</b>	\$5,454.30
<b>Current Retainage Released:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00
<b>Current Payment:</b>	\$103,631.80
<b>Previous Payment:</b>	\$63,766.06

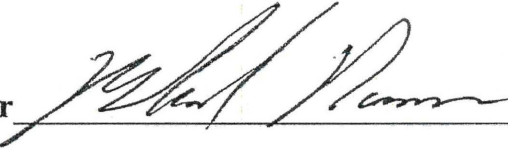
<b>Approved Work To Date:</b>	\$1,278,709.05
<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Retainage To Date:</b>	\$63,935.45
<b>Retainage Released To Date:</b>	\$0.00
<b>Liquidated Damages To Date:</b>	\$0.00
<b>Adjustments To Date:</b>	\$0.00
<b>Payments To Date:</b>	\$1,214,773.60
<b>Previous Payments To Date:</b>	\$1,111,141.80

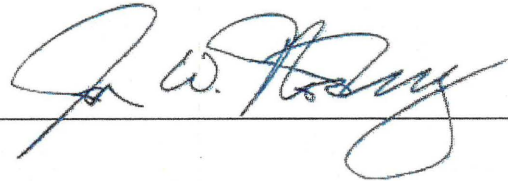
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**Contractor's Certification**

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

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

Contractor  Date 4-14-2026

Engineer  Date 4/15/2026

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

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## AGENDA ITEM

**Subject:** Approval of Beatrice Plus funding request from Keep Beatrice Beautiful in the amount of \$2,000.00 for the expansion of their electronic and glass recycling program, as recommended by the Beatrice Plus Advisory Board

**For Agenda of:** April 20, 2026

**Exhibit(s):**

**Date Submitted:** April 13, 2026

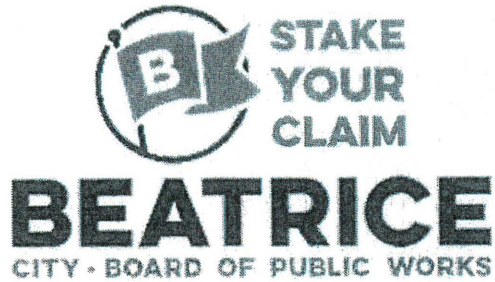
Ashley Hawks, Executive Director of Keep Beatrice Beautiful (KBB), stated KBB is requesting \$2,000.00 to expand its electronic and glass recycling program. Hawks stated KBB hosts electronic, and now glass, recycling events every year and the events have become so popular, they would like to host more events. Hawks reported in 2025, KBB collected approximately 941 pounds of material in spring and approximately 1,200 pounds of material in the fall event.

Boardmember Eskra stated there was a large turnout for the most recent glass recycling event and he would like to see this program grow. Chair Vetrovsky inquired how many more events this funding would fund and Hawks stated this funding would allow KBB to host two (2) more events.

Moved by Eskra, seconded by Schafer, to approve the funding request from Keep Beatrice Beautiful in the amount of \$2,000.00 for the expansion of their electronic and glass recycling program.

**Roll Call:** Yea: Baehr, Eskra, Hydo, Maguire, Schafer, Vetrovsky  
Nay: None

MOTION CARRIED.



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

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

**APPLICATION FOR BEATRICE PLUS FUNDING**

Date Submitted: 1/29/2026

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$ 2000
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

We are requesting city funding to expand our electronic and glass recycling program for Gage County residents. Previously offered twice per year, this program has consistently shown strong participation and clear environmental benefit. Increasing the program to four events annually would improve access, reduce improper disposal, and help residents responsibly recycle items. See attached for 2025 numbers.

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

Contact Name:	<u>Ashley Hawks - emailed 4/3</u>	
Organization:	<u>Keep Beatrice Beautiful</u>	
Address:	<u>205 N 4th Street</u>	
City, State, Zip Code:	<u>Beatrice, NE 68310</u>	
Phone Number(s):	<u>402-228-4576</u>	
	<i>Home</i>	<i>Work</i>

4. Number of Individuals, families or groups this project would benefit (if any).  
Beatrice and all of Gage County
5. List other sources of funding you have requested or have for this project (if any).  
Nebraska Department of Water, Energy and Environment

Name of Organization/Individual: Ashley Hawks, Executive Director - Keep Beatrice Beautiful

Signature of Representative: \_\_\_\_\_ Dated: \_\_\_\_\_

Application for Beatrice Plus Funding

2. We are requesting city funding to expand our electronic and glass recycling program for county residents. Previously offered twice per year, this program has consistently shown strong participation and clear environmental benefit. Increasing the program to four events annually would improve access, reduce improper disposal, and help residents responsibly recycle items that are otherwise difficult to manage. The requested funds would be used to cover recycling vendor fees, transportation and handling costs, site setup, and outreach to ensure community awareness and participation. This expanded program would support sustainability goals while providing residents with a free, convenient service year-round.

In 2025 we collected 13,104 pounds of Electronics. We decided to offer glass recycling at this same event because we saw the need. In 2025 we collected 2,154 pounds of glass.



AGENDA ITEM

**Subject:** Approval of Beatrice Plus funding request from Main Street Beatrice in the amount of \$2,000.00 for flowers in the downtown planters, as recommended by the Beatrice Plus Advisory Board

**For Agenda of:** April 20, 2026

**Exhibit(s):**

**Date Submitted:** April 13, 2026

Deidre Vanbuskirk, with Main Street Beatrice, reported Main Street Beatrice is seeking \$2,000.00 in funding for flowers in the planters located throughout the downtown area. Vanbuskirk added Main Street Beatrice is hoping to plant flowers in approximately thirty-six (36) planters this year, and the businesses in the area enjoy having the flowers throughout downtown.

Chair Vetrovsky inquired what the timeline for planting would be and Vanbuskirk stated the flowers would be planted in May. Boardmember Baehr noted the total cost of this project is approximately \$2,500.00 and inquired where the rest of the funding would come from. Vanbuskirk stated Main Street has requested donations from downtown businesses to cover the remaining funding for the project. Boardmember Maguire stated it is important to ensure the downtown businesses understand they will be responsible for watering the flowers and not Main Street Beatrice.

Moved by Eskra, seconded by Schafer, to approve the funding request from Main Street in the amount of \$2,000.00 for flowers in the downtown planters.

Roll Call: Yea: Baehr, Eskra, Hydo, Maguire, Schafer, Vetrovsky  
Nay: None

MOTION CARRIED.



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

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

**APPLICATION FOR BEATRICE PLUS FUNDING**

Date Submitted: 3/26/2025

The following request is submitted for Beatrice Plus Funding:

1. Amount requested \$ 2000
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

Flowers for planters downtown.

This will be a one time ask as we have not required membership due to merger.

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

Contact Name:	<u>Ann Freese-Riechers or Deidre Vanbuskirk - emailed 4/3</u>	
Organization:	<u>Mainstreet</u>	
Address:	<u>218 N 5 St</u>	
City, State, Zip Code:	<u>Beatrice NE, 68310</u>	
Phone Number(s):	<u>402 223-2338</u>	
	<i>Home</i>	<i>Work</i>

4. Number of Individuals, families or groups this project would benefit (if any).  
Anyone driving though or stopping in the downtown area during summer.
5. List other sources of funding you have requested or have for this project (if any).  
We are going to businesses downtown to see if they would help with the costs.

Name of Organization/Individual: Ann Freese-Riechers

Signature of Representative: *Deidre Van Buskirk* Dated: 3-26-26





**AGENDA ITEM**

**Subject:** Approval of Beatrice Plus funding request from St. Joseph School in the amount of \$5,000.00 for the installation of water access for a community garden, as recommended by the Beatrice Plus Advisory Board

**For Agenda of:** April 20, 2026

**Exhibit(s):**

**Date Submitted:** April 13, 2026

Emily Lohr from St. Joseph School stated the school is requesting \$5,000.00 for the installation of water access for a community garden that will be located on the School's property. Lohr stated she discussed this project with Councilmember Fairbanks and Rob Mierau, Water Superintendent, regarding the cost for the City to provide water access for the garden and they reported the cost would be approximately \$5,000.00.

Councilmember Hydo inquired if there were other expenses associated with the proposed project. Lohr stated the School intends to install a fence around the garden. Councilmember Hydo inquired if the cost of providing water access to the site came in under \$5,000.00, if the School plans to use any remaining funds to cover other costs for the project. Lohr stated that would be the plan.

Lohr noted some UNL students will be helping with the installation of the fence as part of their class project and the School has raised approximately \$6,000.00 for fencing.

Boardmember Eskra inquired if the tap at the project site had been removed when the house that used to be located on the project site was demolished. Tobias J. Tempelmeyer, City Administrator/General Manager, stated the tap was removed. Boardmember Eskra inquired if access to the community garden would be limited and Lohr reported that access would not be limited to only students and parishioners.

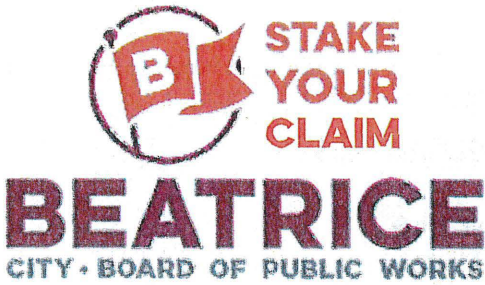
Chair Vetrovsky stated she had heard the School would be applying for the Big Rock Grant and asked Lohr to explain what the grant was. Lohr explained that this grant is through Exmark, and they are applying for additional funding from that program for this same project.

Lohr noted the School has spoken with the Community Food Pantry and the Food Pantry would accept food grown in the community garden. Lohr added there would be no rented sections in the community garden. Lohr explained that both students and parishioners would be responsible for installing the raised beds for the plants and the irrigation system.

Moved by Eskra, seconded by Schafer, to approve the funding request from St. Joseph School in the amount of \$5,000.00 for the installation of water access for a community garden.

**Roll Call:** Yea: Baehr, Eskra, Hydo, Maguire, Schafer, Vetrovsky  
Nay: None

**MOTION CARRIED.**



CITY HALL

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

SERVICE CENTER

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

APPLICATION FOR BEATRICE PLUS FUNDING

Date Submitted: 3/31/2026

The following request is submitted for Beatrice Plus Funding:

- 1. Amount requested \$ 5,000
2. Request: (Include purpose and specifics of how funds could be used. Attach additional information as needed).

Funds will be used to get water access for a Community garden. See attachment for full proposal

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

Contact Name: Emily Lohr emily-lohr@cdolinc.net emailed 4/3
Organization: St. Joseph School
Address: 420 N. 6th
City, State, Zip Code: Beatrice, NE 68310
Phone Number(s): 402-770-7955 Home 402-223-5033 Work

- 4. Number of Individuals, families or groups this project would benefit (if any). 58 students, 150 or more families, + Community at large
5. List other sources of funding you have requested or have for this project (if any). Exmark Big Rock project

Name of Organization/Individual: St. Joseph School / Emily Lohr

Signature of Representative: Emily Lohr Dated: 3/31/2026

# Gage County Community Garden Proposal

**Project Name:** Gage County Community Garden

**Location:** 622 High St.

**Proposed By:** Emily Lohr

**Date:** October 6, 2025

## Introduction

---

The proposed Community Garden seeks to transform an unused lot at 622 High Street into a thriving community garden and sustainable green space. The garden will serve as a hands-on learning environment for local students, provide fresh produce to the Beatrice food bank, and create a more beautiful and connected neighborhood.

## Project Vision

Our vision is to cultivate more than just plants — we aim to grow community, compassion, and curiosity. By engaging students, families, and local residents, The Community Garden will become a living classroom, a food source for those in need, and a space of pride and beauty for the entire neighborhood.

## Goals and Objectives

### Goal 1: Educate Local Students

- Partner with local schools to offer outdoor classroom experiences in gardening, biology, ecology, and sustainability.
- Host seasonal field trips and workshops that align with science and nutrition standards.
- Develop a student “Garden Ambassador” program to promote leadership, responsibility, and environmental stewardship.

### Goal 2: Provide Fresh Food and Partner with the Beatrice Food Bank

- Dedicate a portion of each garden bed to growing produce specifically for donation.
- Collaborate with local food pantries to distribute fresh vegetables and herbs.
- Track the amount of food donated annually to highlight community impact and promote continued support.

### Goal 3: Enhance the Beatrice Community

- Beautify an underutilized property with landscaping, flowers, and accessible pathways.
- Encourage community participation through shared workdays, events, and volunteer opportunities.
- Foster community pride and ownership by creating a welcoming space that encourages connection and outdoor activity.

## Needs and Resources

To bring this vision to life, we will seek the following support:

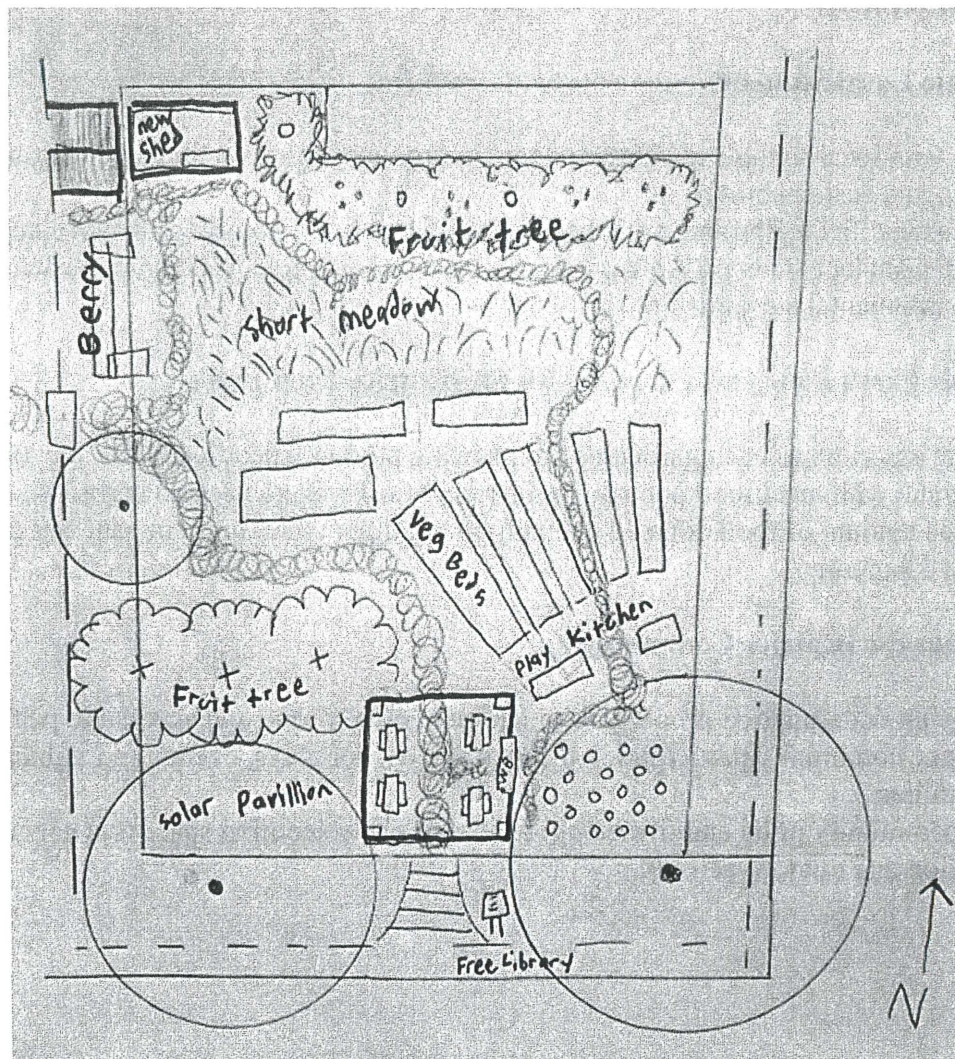
- **Water Access:** Installation of a hydrant or rain collection system.
- **Soil and Compost:** Donations or partnerships with local landscapers and nurseries.
- **Tools and Equipment:** Gardening tools, raised beds, mulch, and seeds.
- **Volunteers:** Individuals, school groups, and service organizations to assist with planting, maintenance, and education.

## Sustainability Plan

To ensure long-term success, the garden will be designed by UNL's master gardeners with the help of Kim Todd from Backyard Farmer. Mrs. Todd will help support the garden with her resources from UNL.

## Conclusion

The Community Garden will be a place where learning grows, generosity blooms, and neighbors come together to cultivate beauty and purpose. By investing in this project, we invest in our community's health, education, and spirit.



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

**WHEREAS**, Bob Moran has resigned from his position on the Beatrice Board of Public Works, leaving a vacancy thereon; and

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

**WHEREAS**, the Mayor and City Council desire to appoint Ryan Trauernicht 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 Ryan Trauernicht be and hereby is appointed to the Beatrice Board of Public Works for a term expiring April 1, 2029.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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

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

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

**WHEREAS**, Bob Moran was previously appointed as Chairman of the Beatrice Board of Public Works; and

**WHEREAS**, Bob Moran has resigned from the Beatrice Board of Public Works; and

**WHEREAS**, the City of Beatrice, Nebraska has the need to appoint a new chairperson on the Beatrice Board of Public Works; and

**WHEREAS**, the Mayor and City Council desire to appoint Darin Baehr as Chairman of 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 Darin Baehr be and hereby is appointed as Chairman of the Beatrice Board of Public Works, effective immediately.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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

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

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

**WHEREAS**, Michael Fakler's term on the Board of Appeals will expire on May 1, 2026; and

**WHEREAS**, Michael Fakler does not wish to be appointed for another term, leaving a vacancy thereon; and

**WHEREAS**, the City of Beatrice has the need to fill said vacancy on the Board of Appeals; and

**WHEREAS**, the Mayor and City Council desire to appoint Chad Omar to the Board of Appeals.

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

**SECTION 1.** That Chad Omar be and hereby is appointed to the Board of Appeals, for a term expiring May 1, 2031.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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

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

RESOLUTION NUMBER \_\_\_\_

**WHEREAS**, Megan Wicht has resigned from her position on the Library Advisory Board, leaving a vacancy thereon; and

**WHEREAS**, the Mayor and City Council has a need to fill said vacancy on the Library Advisory Board; and

**WHEREAS**, the Mayor and City Council desire to appoint Jessica Javorsky to the Library Advisory Board.

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

**SECTION 1.** That Jessica Javorsky be and hereby is appointed to the Beatrice Board of Public Works for a term expiring July 1, 2029.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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

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

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

A resolution authorizing the Mayor and City Clerk to enter into a Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., a Kansas Corporation, for the purposes of conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield.

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 Fixed-Based Aerial Applicator's Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aerial applicator or crop spraying services on the Beatrice Municipal Airport's airfield. A copy of said Lease 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 20<sup>th</sup> day of April, 2026.

Attest:

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

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

Exhibit "A"

## FIXED-BASE AERIAL APPLICATOR'S AGREEMENT

This Agreement made and entered into by and between the City of Beatrice, Nebraska, 400 Ella Street, Beatrice, NE 68310, hereinafter called "Lessor", as now established and existing under and by virtue of the laws of the State of Nebraska, and Heinen Brothers Agra Service, Inc., a Kansas Corporation, 1226 104<sup>th</sup> Road, Seneca, KS 66538-2593, and an independent contractor, hereinafter called "Lessee".

**WHEREAS**, the Lessee desires to conduct an aerial applicator or crop spraying service from the Beatrice Municipal Airport; and,

**WHEREAS**, the Lessor is willing to provide a fixed-base on Airport property for the conduct of such a service by the Lessee pursuant to the terms and conditions hereinafter set out.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set out, the Lessor and the Lessee hereby agree as follows:

1. **Term.** The term of this agreement shall be for a period of seven (7) months commencing on April 1, 2026, through October 31, 2026.

2. **Rent.** The Lessee in consideration for the rights herein granted agrees to pay the Lessor in advance the sum of Eight Hundred Dollars (\$800.00).

3. **Lessee's Services.** The Lessor grants to the Lessee the right to conduct an aerial application or crop spraying service from the Beatrice Municipal Airport; such right shall include the right to store chemicals for aerial application on airport property, provided the Lessor shall have the exclusive right to make reasonable regulations governing the storage, loading and unloading of such chemicals, including but not limited to location of storage tanks and quantities of chemicals to be stored. Such regulations include those set out below and may include such additional regulations as may be posted at the Beatrice Municipal Airport office building:

- (a) All aerial applicators shall utilize an apron or similar device when loading chemicals to be used in spraying operations on aircraft or when unloading such chemicals from aircraft, if available.
- (b) Upon execution of this Agreement, aerial applicators shall provide the Beatrice Municipal Airport a list of chemicals along with a copy of the corresponding label and Material Safety Data Sheets (MSDS) associated with each chemical scheduled to be used during the term of this Agreement. Aerial applicators shall notify Beatrice Municipal Airport of any additional chemical not previously disclosed at least seven (7) calendar days prior to its intended use and provide the Beatrice Municipal Airport with a copy of the label and MSDS for each at that same time.

(c) Each aerial applicator operating from the Beatrice Municipal Airport shall be required to furnish a deposit of Ten Thousand Dollars (\$10,000) or a Ten Thousand Dollar (\$10,000) bond to the Lessor as security that harmful chemicals will not be discharged directly on the ground. In the event that any such discharge or spillage should occur, the Lessor shall determine whether it was caused by negligence or circumstances beyond the control of the applicator. Lessor shall then determine what part of the deposit or bond shall be forfeited. Any unused portion of the deposit or bond shall be returned to the appropriate applicator at the end of the lease.

(d) Such aerial applicator shall provide and maintain the following types of insurance designating the Lessor as an additional named insured on a primary and non-contributory basis, with the understanding that the applicator is not an agent or employee of the Lessor:

Liability:

Property damage & Bodily injury ..... \$1,000,000 combined single limit  
\$2,000,000 aggregate

(e) Applicator agrees to waive its right of subrogation against the Lessor, its elected officials, agents, representatives and employees. Waiver of subrogation shall be reflected on the Certificate of Insurance submitted to the Lessor.

(f) The Lessee shall file Certificates of Insurance with Lessor for such insurance. It is understood and agreed by the parties that no specific provisions are made herein for hangaring aircraft or providing fixed-base premises for aircraft other than those provisions which may be made from time to time by the Lessor; the reason for not providing specific hangaring or fixed-base premises is that this agreement is limited in nature and is not intended to be a permanent operator's agreement.

**4. Nondiscrimination.** The Lessee shall not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. The Lessor reserves the right to take such action as the United States Government may direct to enforce this covenant.

Lessee agrees to furnish services on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

**5. Governmental Compliance.** The Lessee, for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

**6. Reservation of Rights.** The Lessee understands and agrees that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and the Lessor reserves the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein, or any other aeronautical activity of an aeronautical nature.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of the Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

**7. Condition and Maintenance.** The Lessee shall not leave junk or trash upon the area from which he is permitted to operate, but shall keep such areas reasonably clean and free of debris at all times.

**8. Leased Premises.** The Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, signals, floodlights, and all other conveniences now or thereafter provided for flying, landing, and taking off of aircraft.

**9. Inspection.** It is understood that Lessor may enter upon any of the leased premises at any reasonable time for the purpose of inspection or for any other purpose necessary or incidental to or connected with the performance of its obligations hereunder, or for any other purpose. It is further understood that for the purpose of inspections, etc., Lessee will furnish Lessor with a key or the combination to any lock it places on any storage space.

**10. Laws and Regulations.** Lessee agrees to conduct all flight and ground operations on, at, or near the airport in accordance with proper rules and regulations of all authorities, including the Lessor, having jurisdiction over such operations.

The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules, regulations, and minimum standards and that Lessee and all his employees, agents and servants will faithfully observe and comply with all rules, regulations and minimum standards as may be promulgated by the Lessor, which rules, regulations and minimum standards shall be considered a part of this lease as though set forth herein.

**11. No Signage.** The Lessee agrees that no signs or advertising material shall be placed or erected upon the premises without the prior written consent of the Lessor.

**12. Indemnification.** Lessee and its successors, heirs, personal representatives and assigns agree to indemnify and hold the Lessor, its employees, officers, volunteers, and agents harmless from any present or future liability for any injuries or damages in any way related to any and all activities authorized by this Agreement, and in any way related to any interruption or disruption of this Agreement pursuant to this Agreement, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of Lessor, and shall defend, indemnify, and hold harmless the Lessor from Lessee's claims, demands, causes of action, lawsuits, strict liability claims, or loss, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of Lessor.

**13. Transferability.** The Lessee shall not assign or transfer this lease or any interest therein or sublet the leased premises or any part thereof, without the prior written consent of the Lessor, and any attempt at assignment, transfer or subletting shall be void and at the option of the Lessor, deemed sufficient grounds for the cancellation and termination of this lease.

**14. No Adverse Effect.** The Lessee understands and agrees that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport by the Lessor or others.

**15. Alterations and Improvements.** Lessee shall not make any alterations or improvements to the leased premises without the prior express written consent of Lessor. On the expiration of this Agreement Lessee shall, at its own expense, remove all alterations and other improvements and restore the leased premises to the condition it was in prior to the

making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

**16. Termination.** The Lessor shall have the right to terminate this lease in its entirety immediately upon the happening of any of the following events:

- (a) Filing of petition, voluntarily or involuntarily, for the adjudication of the Lessee as a bankrupt;
- (b) The making by Lessee of any general assignment for the benefit of creditors;
- (c) The occurrence of any act which operates to deprive Lessee permanently of the ability to perform his duties under this agreement;
- (d) The abandonment and discontinuance of operations at the Airport by Lessee for a period of thirty (30) calendar days or more;
- (e) The non-payment of any rent payment due hereunder at the time herein specified;
- (f) The failure by the Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of the Lessee to be performed, kept, or observed, and the failure of the Lessee to remedy such default or breach within a period of fifteen (15) calendar days after receipt from the Lessor or written notice to remedy same.

**17. Independent Contractor.** It is understood and agreed that in entering into this agreement and performing the agreed operations hereunder, the Lessee is an independent contractor and is not an agent or employee of the Lessor in any manner or in any respect whatever, and that any employee of said Lessee is in no manner or any respect an agent, servant, or employee of the Lessor.

**18. Subordination.** It is mutually understood by the parties that the Beatrice Municipal Airport has been developed in part with Federal and State funds, by reason of which such governmental agencies have rights superior to the terms of this lease, and it is therefore agreed that this lease shall be subordinate as to the provisions of any existing or future agreement between the Lessor and the Government of the United States of America and/or the State Department of Aeronautics of the State of Nebraska, relative to the operation or maintenance of said airport.

**19. Waiver.** No forbearance to enforce the breach of any of the promises or covenants of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant herein.

20. **Severability.** If any paragraph or part thereof of this Agreement shall be determined to be invalid, illegal or inoperative for any reason by a court of competent jurisdiction then the remaining parts, so far as possible, shall be effective and fully operative.

21. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

22. **Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

23. **Required Approval.** It is further understood and agreed that this agreement is subject to the approval of the State Department of Aeronautics of the State of Nebraska.

24. **Condition of Leased Premises Post-Termination.** Upon termination of this Agreement, Lessee agrees to relinquish the property on the premises and to deliver the premises in as good condition as they now are, excepting only reasonable wear and tear or damage by casualty not attributable to Lessee's negligence or misconduct.

25. **Entire Agreement.** This instrument contains the entire lease of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises or understandings not expressed herein. There are no collateral agreements, leases, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

This Agreement is executed and delivered this \_\_\_ day of \_\_\_\_\_, 2026, and is effective as of April 1, 2026.

Attest:

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

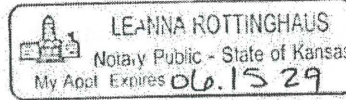
\_\_\_\_\_  
Erin Saathoff, City Clerk

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

Heinen Brothers Agra Service, Inc.,  
A Kansas corporation, Lessee

  
\_\_\_\_\_  
Scott Heiner, CEO/Co-Owner

STATE OF KANSAS            )  
  )ss:  
COUNTY OF NEMAHA        )



The foregoing Lease was acknowledged before me this 10<sup>th</sup> day of APRIL, 2026 by Scott Heinen, CEO/Co-Owner, and authorized signatory of Heinen Brothers Agra Service, Inc., to be his voluntary act and deed on behalf of said company.

*Leanna Rottinghaus*  
Notary Public

STATE OF NEBRASKA        )  
  )ss:  
COUNTY OF GAGE            )

The foregoing Lease was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

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

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

A resolution authorizing the Mayor and City Clerk to enter into an Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., a Kansas Corporation, for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield.

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 Operator's Lease and Services Agreement with Heinen Brothers Agra Service, Inc., for the purposes of conducting aeronautical services on the Beatrice Municipal Airport's airfield. 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 20<sup>th</sup> day of April, 2026.

Attest:

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

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

BEATRICE MUNICIPAL AIRPORT  
OPERATOR'S LEASE  
AND  
SERVICES AGREEMENT

This Agreement made and entered into by and between the City of Beatrice, Nebraska, hereinafter referred to as the "Lessor" and Heinen Brothers Agra Service, Inc., a Kansas Corporation, 1226 104<sup>th</sup> Road, Seneca, KS 66538-2593, and an independent contractor, hereinafter referred to as "Lessee", and witnesses that:

1. **Leased Premises.** Lessor owns and operates the Beatrice Municipal Airport is willing to lease to Lessee the premises described herein and the right do conduct aeronautical services on the said airfield upon the terms and conditions hereinafter stated. The premises herein leased consist of aerial application services.
2. **Term.** The term of this Agreement shall be for a period of seven (7) months, commencing on April 1, 2026 and terminating on October 31, 2026.
3. **Conditions.** In addition to the specific fee(s) set forth below, anyone bringing fuel onto the airfield to self-fuel their aircraft is subject to the following conditions:
  - a. **Fuel Flowage Fees; Additional Rent.** As further consideration herein and in addition to the rentals provided, Lessor shall be entitled to collect and Lessee agrees to pay a fuel flowage fee of \$0.15 for each gallon of aviation fuel (Jet A, 100LL, and any other fuel, whether currently existing or developed in the future, used to power aircraft) delivered to Lessee on said Airfield for Lessee's consumption. The aforementioned flowage fees shall be due on the first day of the month succeeding that in which the aviation fuel is received and shall be delinquent if unpaid by the tenth day of each month.
  - b. **Insurance.** Lessor shall provide and maintain the following types of insurance designating the Lessor as an additional named insured on a primary and non-contributory basis, with the understanding that the applicator is not an agent or employee of the Lessor:
    - i. Liability;
    - ii. Property damage & Bodily injury ..... \$1,000,000 combined single limit  
\$2,000,000 aggregate
  - c. **Waiver of Subrogation.** Lessee agrees to waive its right of subrogation against the Lessor, its elected officials, agents, representatives and employees. Waiver of subrogation shall be reflected on the Certificate of Insurance submitted to the Lessor.

- d. **Required Invoices.** Lessee will furnish and direct its fuel supplier to furnish Lessor a copy of all invoices for all aviation fuel delivered to Lessee for storage or for other use at the Airfield. Lessor reserves the right to audit Lessee's aviation fuel accounts at Lessor's expense, upon reasonable notice to Lessee.
- e. **Spill Prevention Containment and Countermeasures Plan.** Any Lessee storage fuel and/or oil in tanks, drums, and/or any other type of container whose storage capacity, in the aggregate, exceeds one thousand nine hundred ninety-nine (1,999) gallons agrees to develop, maintain, and follow an independence Spill Prevention, Containment, and Countermeasures (SPCC) Plan as per Environmental Protection Agency regulation 40 CFR 112; as well as to comply with all applicable codes, rules, and regulations regarding the handling and disposal of hazardous substances as per the current Beatrice Municipal Airport SPCC Plan.
4. **Lessee's Services.** Lessee, in consideration of the premises leased and rights herein granted by Lessor, agrees to provide as a minimum the following services indicated as applicable to this Agreement:

**AERIAL APPLICATION**

Applicable X Not Applicable    

**Service.** Provide a commercial aerial application service conforming to Part 137 of the Federal Aviation Regulations. One person involved in the commercial aerial application service must hold a current FAA Commercial Agricultural Operator's Certificate.

**Aircraft.** One or more aircraft, owned or leased by the Lessee, meeting all the requirements of Part 137 of the FAA Regulations and any other applicable FAA regulations.

**Storage Facilities.** Lessee must provide a segregated chemical and/or fuel storage area protected from public access, as designated and/or approved by the Department.

**Applicator's Apron/Pad.**

**IF LESSOR OWNS THE PAD:**

An applicator's apron/pad is provided at said airfield for the purpose of loading, unloading and washdown of aerial spray aircraft. The apron is a raised pad with a drainage system to two-one thousand gallon tanks; one being for pesticides, the second for herbicides.

It shall be Lessee's responsibility to ensure that the proper tanks are used for the chemicals being applied and also to ensure that the storm drain is closed prior to using the apron for handling chemicals. Lessee shall also be responsible for closing the tank valves and opening the storm drain when leaving for the day. The airport manager will monitor the area periodically to ensure that the valves are properly operated.

At such time as any tanks receive chemicals from spillage or become full of chemicals, it will be Lessee's responsibility to properly remove those chemicals to an authorized disposal site. The costs involved in the removal of those chemicals will be Lessee's responsibility. The airport manager will take tank measurements at least twice a year and keep records of the amounts of chemicals contained in the storage tanks.

Lessee's failure to use the apron and tank system properly shall be in direct violation of this agreement and be subject to termination of the same. Lessee's allowance of chemicals to escape into the storm drain system shall cause Lessee to be expelled from the airport and be subject to charges for cleanup of the system and/or damages encountered.

Lessee agrees to indemnify Lessor from any and all damages, costs, or expenses, including but not limited to the cost of cleanup, disposal, inspection and/or fines imposed as a result of any hazardous substances introduced and disposed of on the Beatrice Municipal Airport during Lessee's tenancy.

**IF THE LESSEE OWNS THE PAD:**

**Applicator's Apron.** It is the responsibility of the Lessee to provide a temporary or portable aerial application pad meeting all federal and state laws, rules, and regulations. This pad shall be placed on an area of the apron designated by Lessor. It is the responsibility of Lessee to operate said pad in compliance with all applicable federal, state, and local laws, rules, and regulations.

All chemicals, fuel, and hazardous waste requiring disposal must be disposed of in compliance with all federal, state, and local laws at the sole expense of Lessee.

Lessee's failure to use its systems properly shall be in direct violation of this Agreement and be subject to termination of this agreement. Lessee's allowance of chemicals, fuel, or other hazardous waste to escape into the storm drain system shall Lessee to be expelled from the airport and be subject to charges for cleanup of the system and/or damages encountered.

Lessee agrees to indemnify the Department from any and all damages, costs, or expenses, including but not limited to the cost of cleanup, disposal, inspection and/or fines imposed as a result of any hazardous substances introduced and disposed of on the Beatrice Municipal Airport during Lessee's tenancy.

**AIRCRAFT FUELS AND OIL  
DISPENSING SERVICE**

Applicable \_\_\_ Not Applicable X

**Services.** Fuel, park and tie down aircraft as required.

**Personnel.** One properly trained person shall be on duty during operating hours.

**Fueling Facilities.** Metered, filter-equipped dispenser (fixed or mobile) for dispensing one grade (100 octane) of gasoline. Mobile dispensing truck(s) shall have a minimum capacity of 300 gallons for each grade of fuel (if applicable) and will be furnished and maintained by Lessee. All equipment shall comply with state and federal regulations. Fueling procedures shall comply with those set forth in the Fuel Facilities Procedures booklet, a copy of which has been furnished to Lessee, and considered a part of this Agreement as though herein written. Lessee also agrees to comply with all regulations promulgated by the State Fire Marshall's Office. Lessee shall complete a Fuel Contamination Test Record and Consumption Record on a daily basis.

Lessor assumes the responsibility for maintaining the electrical service, tank, and connections already in place at said Municipal Airport. Any additional tanks and associated equipment required by Lessee shall be installed by Lessee at his expense. Lessee will furnish all materials and/or equipment necessary to dispense fuel in the manner described in the Fuel Facilities Procedures, with the exception of those so noted. Upon termination of this Agreement Lessee shall remove all equipment installed by Lessee and not owned by Lessor, within thirty (30) calendar days of termination unless otherwise agreed in writing.

**Aircraft Service Equipment.** Adequate emergency starting equipment and fire extinguisher.

**Hours of Operation.** Eight hours per day, five (5) calendar days per week, except when Lessee and/or its personnel are away from the airfield on other aeronautical business related to Lessee's operations on the airfield. However, Lessee shall do his utmost to make arrangements for fueling when Lessee and/or its personnel are away from the airfield on other aeronautical business.

**FLIGHT TRAINING**

Applicable \_\_\_ Not Applicable X

**Service.** Conduct a flying school and provide flight instruction.

**Personnel.** One or more persons certificated by the FAA as a flight instructor to cover the type of training offered.

**Aircraft.** Own or lease by written agreement, one or more properly certificated aircraft equipped for flight instruction.

**Hours of Operation.** Eight hours a day, five (5) calendar days per week, except when the Lessee and/or his personnel are away from the airport on other business. The Lessee, when away from the airport, shall have a location and/or telephone number available where current or potential students may contact or leave messages for him and/or his personnel.

5. **Rent; Fees.** Lessee, in consideration of the rights herein granted, agrees to pay to Lessor consideration to be as follows:

Plane N Nos. _____	
Aerial Applications operating fee..... (unlimited) aircraft...	\$ 800.00
Aerial Application pad rental .....	\$ _____
Aircraft Fuels and Oil Dispensing Service Fee .....	\$ _____
Flight Training Services Fee .....	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
<b>TOTAL</b>	<b>\$ 800.00</b>

6. **Nondiscrimination.** Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair reasonable and not unjustly discriminatory prices for each unit of service, provided that Lessee may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
  
7. **Governmental Compliance.** Lessee, for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, Lessee shall construct, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation; 14 CFR Part 152, Subpart E; State of Nebraska LB 500 and Governor's Executive Order signed February 16, 1984, regarding Affirmative Action and Contract Compliance, which regulations and Executive Order prohibit discrimination on the grounds of race, color, sex, religion, creed, age, marital status, physical or mental disability, political affiliation, national origin or ancestry.
  
8. **Reservation of Rights.** Lessee understands and agrees that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958, as amended, and Lessor reserves the right to grant to others the privilege and right of conducting any or all of the aeronautical activities listed herein, or any other activity of an aeronautical nature.

Lessor reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from

erecting, or permitting to be erected, any building or other structure on the airport which in the opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.

9. **Condition and Maintenance.** Lessee shall not leave junk or trash upon the area from which he is permitted to operate, but shall keep such areas reasonably clean and free of debris at all times.
10. **Restrictions on Use.** Lessee agrees that no painting, welding or exposed flame will be permitted in the buildings leased hereunder.
11. **Inspection.** It is understood that Lessor may enter upon any of the leased premises at any reasonable time for the purpose of inspection or for any other purpose necessary or incidental to or connected with the performance of its obligations hereunder, or for any other purpose. It is further understood that for the purpose of inspections, etc., Lessee will furnish Lessor with a key or the combination to any lock it places on any storage space.
12. **Military Emergencies.** Lessee agrees that during the time of war or national emergency Lessor shall have the right to enter into an agreement with the United State Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended.
13. **Authorized Uses.** Lessee is authorized to use, in common with others, existing and future aeronautical facilities at the airport. These shall include, but not be restricted to, the landing areas, their extensions and additions, roadways, runways, aprons, taxiways, public air navigation facilities, such as radio aids, beacons, signals, floodlights, and all other conveniences now or thereafter provided for flying, landing, and taking off of aircraft.
14. **Laws and Regulations.** Lessee agrees that Lessor has the right to adopt and enforce reasonable rules, regulations, and minimum standards and that Lessee and all its employees, agents and servants will faithfully observe and comply with all rules, regulations and minimum standards as may be promulgated by Lessor, which rules, regulations and minimum standards shall be considered a part of this Agreement as though set forth herein.  
  
Lessee agrees to conduct all flight and ground operations on, at or near the airport in accordance with proper rules and regulations of all authorities including Lessor, having jurisdiction over such operations.
15. **No Signage.** Lessee agrees that no signs or advertising material shall be placed or erected upon the premises without the prior written consent of Lessor.

- 16. Subordination.** Lessee agrees that this Agreement shall be subordinate to the provisions of any outstanding agreement between the Lessor and the United States relative to the maintenance, operation, or development of the airport.
- 17. Indemnification.** Lessee and its successors, heirs, personal representatives and assigns agree to indemnify and hold the Lessor, its employees, officers, volunteers, and agents harmless from any present or future liability for any injuries or damages in any way related to any and all activities authorized by this Agreement, and in any way related to any interruption or disruption of this Agreement pursuant to this Agreement, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of Lessor, and shall defend, indemnify, and hold harmless the Lessor from Lessee's claims, demands, causes of action, lawsuits, strict liability claims, or loss, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of Lessor.
- 18. Transferability.** Lessee shall not assign or transfer this Agreement, or any interest therein or sublet the leased premises or any part thereof, without the written consent of Lessor, and any attempt at assignment, transfer, or subletting shall be void and, at the option of the Lessor, deemed sufficient grounds for cancellation and termination of this Agreement.
- 19. No Adverse Effect.** Lessee understands and agrees that the rights granted by this Agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport by Lessor or others.
- 20. Alterations and Improvements.** Lessee shall not make any alterations or improvements to the leased premises without the prior express written consent of Lessor. On the expiration of this Agreement Lessee shall, at its own expense, remove all alterations and other improvements and restore the leased premises to the condition it was in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.
- 21. Termination.** Lessor shall have the right to terminate this Agreement in its entirety immediately upon the happening of any of the following events:
- (a) filing of petition, voluntarily or involuntarily, for the adjudication of Lessee as bankrupt;
  - (b) the making by Lessee of any general assignment for the benefit of credits;
  - (c) the occurrence of any act which operates to deprive Lessee permanently of the ability to perform its duties under this Agreement;
  - (d) the abandonment and discontinuance of operations at the airport by Lessee for a period of thirty (30) calendar days or more;

- (e) the non-payment of any rent payment due hereunder at the time(s) herein specified;
- (f) failure by Lessee to perform, keep and observe any and all of the terms, covenants, and conditions herein contained on the part of Lessee to be performed, kept, or observed, and the failure of Lessee to remedy such default or breach within a period of thirty (30) calendar days after receipt from Lessor of written notice to remedy same.

**22. Independent Contractor.** It is understood and agreed that in entering into this Agreement and performing the agreed operations hereunder, Lessee is an independent contractor and is not an agent or employee of the Lessor in any manner or in any respect whatsoever, and that any employee of said Lessee is in no manner or any respect an agent, servant, or employee of Lessor.

**23. Waiver.** No forbearance to enforce the breach of any of the promises or covenants of this Agreement shall be construed as a waiver of any succeeding breach of the same or any other covenant herein.

**24. Severability.** If any paragraph or part thereof of this Agreement shall be determined to be invalid, illegal or inoperative for any reason by a court of competent jurisdiction then the remaining parts, so far as possible, shall be effective and fully operative.

**25. Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nebraska.

**26. Modification of Agreement.** Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

**27. Special Conditions.** In consideration of the rents, covenants and agreements herein contained, Lessor hereby leases items described as follows, and agrees to abide by the conditions set forth:

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**28. Condition of Leased Premises Post-Termination.** Upon termination of this Agreement, Lessee agrees to relinquish the property on the premises and to deliver the premises in as good condition as they now are, excepting only reasonable wear and tear or damage by casualty not attributable to Lessee's negligence or misconduct.

**29. Entire Agreement.** This instrument contains the entire lease of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises



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

**WHEREAS**, the City of Beatrice was awarded a grant from the Civic and Community Center Financing Fund (“CCCFF”) Grant Program for the purpose of enhancing pedestrian connectivity along 4<sup>th</sup> Street and 5<sup>th</sup> Street (the “Project”); and

**WHEREAS**, on or about April 15, 2024, the City of Beatrice entered into Contract No. 24-03-383 with the Nebraska Department of Economic Development (“NDED”) to effectuate said grant; and

**WHEREAS**, the City of Beatrice has completed the Project; and

**WHEREAS**, the City of Beatrice did not utilize the full amount of advanced funding from the CCCFF Grant Program; and

**WHEREAS**, Sixty Thousand Twenty-Seven Dollars and Fifty-Three Cents (\$60,027.53) remains unused from the Project; and

**WHEREAS**, pursuant to the letter from NDED, dated April 9, 2026, the City is required to submit a check in the above amount to NDED within ninety (90) days; and

**WHEREAS**, the Mayor and City Council desire to submit a check in the above amount to NDED within ninety (90) days of the date of the Letter and to terminate Contract No. 24-03-383 by mutual agreement of both the City of Beatrice and NDED.

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

**SECTION 1.** That the Mayor, City Clerk, and Finance Director are hereby authorized to submit a check in the amount of Sixty Thousand Twenty-Seven Dollars and Fifty-Three Cents (\$60,027.53) to NDED within ninety (90) days of the date of the Letter. A copy of said Letter, marked as Exhibit “A”, is attached hereto and incorporated herein by reference.

**SECTION 2.** The Mayor and City Council for the City of Beatrice hereby agree to terminate Contract No. 24-03-383.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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

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

Exhibit "A"



April 9, 2026

Bob Morgan, Mayor  
City of Beatrice  
400 Ella Street  
Beatrice, NE 69310

RE: Civic and Community Center Financing Fund (CCCCF) Contract # 24-03-383 | City of Beatrice  
Termination of Contract by Mutual Agreement

Dear Mayor Morgan:

This letter responds to a request initiated by Community Development Specialist James Owens via email on March 31. Based on current circumstances, Specialist Owens indicated that the construction project did not utilize the full amount of advanced funding. Accordingly, the Nebraska Department of Economic Development is deobligating \$67,027.53 in Civic and Community Center Financing Fund (CCCCF) assistance for the City of Beatrice under CCCCFF Contract No. 24-03-383. This action is taken with the understanding that both the Department and the City mutually agree that incurring additional costs is not feasible.

In accordance with the contract, an initial payment of 50% of the contracted amount (or 137,500.00) was previously issued on May 21, 2024; in acknowledging this letter, **the city agrees to send a check to the Department for \$60,027.53 within 90 days.** The City of Beatrice has agreed to send a check to the Department for this amount.

The Department is considering the aid set forth by this contract to be completely terminated effective the date of this letter. If you have any questions regarding this information contact me at (402) 471-6336 or via email at [tia.loftin@nebraska.gov](mailto:tia.loftin@nebraska.gov)

*A copy of this letter was issued to Specialist Owens and Tobias Tempelmeyer via email attachment for your use in acknowledging receipt of this letter. Please sign the acknowledgement below, on the letter copy, and return to us for recordkeeping. You may keep the original.*

LETTER OF RECEIPT ACKNOWLEDGEMENT

The undersigned acknowledges receipt of this letter on behalf of the City of Beatrice.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED (OR TYPED) NAME AND TITLE OF SIGNATORY

Sincerely,

Tia Loftin  
CCCCF Coordinator  
Housing and Community Development Division

CC (as email attachment): Tobias Tempelmeyer, City Administrator; James Owens, Community Development Specialist SENDD @DED→Financial; files



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

**WHEREAS**, the Mayor and City Council have previously adopted a health care plan for its full-time employees; and

**WHEREAS**, the Mayor and City Council find and determine that the “City of Beatrice/Board of Public Works Employee Health Plan: OAP Option” should be amended as stated in Amendment Number 5, attached hereto as Exhibit “A” and incorporated herein by this reference, (hereinafter “OAP Amendment Number 5”) and that such amendment go into effect on January 1, 2026; and

**WHEREAS**, the Mayor and City Council find and determine that the “City of Beatrice/Board of Public Works Employee Health Plan: High-Deductible Health Plan Option” should be amended as stated in Amendment Number 5, attached hereto as Exhibit “B” and incorporated herein by this reference, (hereinafter “HDHP Amendment Number 5”) and that such amendment go into effect on January 1, 2026.

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

**SECTION 1.** That the OAP Amendment Number 5 be and hereby is adopted.

**SECTION 2.** That the HDHP Amendment Number 5 be and hereby is adopted.

**SECTION 3.** That the City Administrator be and hereby is authorized to execute the OAP Amendment Number 5, HDHP Amendment Number 5, and any and all other contracts, documents, exhibits and memoranda necessary to effectuate said Amendment.

**SECTION 4.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

# Exhibit "A"

**AMENDMENT #5  
TO THE  
PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION  
for the  
CITY OF BEATRICE/BOARD OF PUBLIC WORKS  
EMPLOYEE HEALTH PLAN  
OAP OPTION - GROUP 2001026**

Effective January 1, 2026, the City of Beatrice/Board of Public Works Employee OAP Option is amended as follows (**red** and *italics* means change or addition and ~~strikeout~~ means deletion):

Within "SCHEDULE OF MEDICAL BENEFITS - PREMIUM PLAN", as amended, "PREVENTIVE CARE", as amended, is replaced as follows:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
<b>PREVENTIVE CARE</b>		
	100%, Deductible Waived	70% after Deductible
<p><b>Covered Services:</b></p> <ul style="list-style-type: none"> <li>◆ Well-Child Care</li> <li>◆ Physical examinations</li> <li>◆ Pelvic examination and pap smear</li> <li>◆ Laboratory and testing</li> <li>◆ Hearing and vision screening</li> <li><del>◆ Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</del></li> <li>◆ Mammograms. <i>If additional imaging (e.g., Magnetic Resonance Imaging (MRI), Ultrasound or other mammogram) and pathology evaluation are indicated, these services are also recommended to complete the screening process for malignancies after initial mammogram</i></li> <li>◆ <i>Individualized patient navigation services for breast and cervical cancer screening and follow-up</i></li> <li>◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE)</li> <li>◆ Cardiovascular screening blood tests</li> <li>◆ Colorectal cancer screening tests</li> <li>◆ Vaccinations and Immunizations recommended by Physician</li> <li>◆ BRCA1 and BRCA2 when medically indicated</li> <li>◆ Nutritional counseling</li> <li>◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures</li> <li>◆ <i>Screening for adolescent and adult women for intimate partner and domestic violence, at least annually and, when needed, providing or referring to intervention services</i></li> </ul> <p>Complete list of recommended preventive services can be viewed at:  <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a></p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

Within "SCHEDULE OF MEDICAL BENEFITS - CORE PLAN", as amended, "PREVENTIVE CARE", as amended, is replaced as follows:

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
<b>PREVENTIVE CARE</b>		
	100%, Deductible Waived	70% after Deductible
<p><b>Covered Services:</b></p> <ul style="list-style-type: none"> <li>◆ Well-Child Care</li> <li>◆ Physical examinations</li> <li>◆ Pelvic examination and pap smear</li> <li>◆ Laboratory and testing</li> <li>◆ Hearing and vision screening</li> <li>◆ <del>Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</del></li> <li>◆ Mammograms. <i>If additional imaging (e.g., Magnetic Resonance Imaging (MRI), Ultrasound or other mammogram) and pathology evaluation are indicated, these services are also recommended to complete the screening process for malignancies after initial mammogram</i></li> <li>◆ <i>Individualized patient navigation services for breast and cervical cancer screening and follow-up</i></li> <li>◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE)</li> <li>◆ Cardiovascular screening blood tests</li> <li>◆ Colorectal cancer screening tests</li> <li>◆ Vaccinations and Immunizations recommended by Physician</li> <li>◆ BRCA1 and BRCA2 when medically indicated</li> <li>◆ Nutritional counseling</li> <li>◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures</li> <li>◆ <i>Screening for adolescent and adult women for intimate partner and domestic violence, at least annually and, when needed, providing or referring to intervention services</i></li> </ul> <p>Complete list of recommended preventive services can be viewed at:  <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a></p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

"COVERAGE FOR A MILITARY RESERVIST" is replaced as follows:

**COVERAGE FOR A MILITARY RESERVIST**

To the extent required by the Uniform Services Employment and Reemployment Rights Act (USERRA), the following provisions will apply:

1. If a Participant is absent from employment with Employer by reason of service in the uniformed services *or by reason for services as a reservist in the Federal Emergency Management Agency (FEMA)*, the Participant may elect to continue coverage under this Plan for himself or herself and his or her eligible Dependents as provided in this subsection. The maximum period of coverage under such an election will be the lesser of:
  - A. The twenty-four (24) month period beginning on the date on which the Participant's absence begins; or

- B. The period beginning on the date on which the Participant's absence begins and ending on the day after the date on which the Participant fails to apply for or return to a position of employment, as required by USERRA.
2. A Participant who elects to continue Plan coverage under this Section may be required to pay not more than one hundred two percent (102%) of the full premium under the Plan (determined in the same manner as the applicable premium under Section 4980B(f)(4) of the Internal Revenue Code of 1986) associated with such coverage for the Employer's other Employees, except that in the case of a person who performs service in the uniformed services for less than thirty-one (31) days, such person may not be required to pay more than the regular Employee share, if any, for such coverage.
  3. In the case of a Participant whose coverage under the Plan is terminated by reason of service in the uniformed services, an exclusion or Waiting Period may not be imposed in connection with the reinstatement of such coverage upon reemployment if an exclusion or Waiting Period would not have been imposed under the Plan had coverage of such person by the Plan not been terminated as a result of such service. This paragraph applies to the Employee who notifies the Employer of his or her intent to return to employment in a timely manner as defined by USERRA, and is reemployed and to any Dependent who is covered by the Plan by reason of the reinstatement of the coverage of such Employee. **This provision will not apply to the coverage of any illness or injury determined by the Secretary of Veterans Affairs to have been caused by or aggravated during, performance of service in the uniformed services.**
  4. The requirements of this section shall not supersede any anti discrimination in coverage requirement promulgated by TRICARE/CHAMPVA related to eligibility for those coverages.

Nothing in this amendment is deemed to change any other provision of the Plan Document/Summary Plan Description of which it becomes a part.

**CITY OF BEATRICE/BOARD OF PUBLIC WORKS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

# Exhibit "B"

**AMENDMENT #5**  
 TO THE  
 PLAN DOCUMENT/SUMMARY PLAN DESCRIPTION  
 for the  
 CITY OF BEATRICE/BOARD OF PUBLIC WORKS  
 EMPLOYEE HEALTH PLAN  
 HIGH DEDUCTIBLE HEALTH PLAN OPTION - GROUP 2001026

Effective January 1, 2026, the City of Beatrice/Board of Public Works Employee Health Plan High Deductible Health Option is amended as follows (**red** and *italics* means change or addition and ~~strikeout~~ means deletion):

Within "**SCHEDULE OF MEDICAL BENEFITS - SAVER PLAN (HSA)**", "**DEDUCTIBLE**", as amended, and "**PREVENTIVE CARE**", as amended, are replaced as follows:

COST SHARING PROVISIONS	NETWORK	NON-NETWORK
<b>DEDUCTIBLE</b>		
(Non-Embedded; Combined Medical/Pharmacy)		
Single Coverage Per Benefit Period	\$1,650 <del>1,700</del> <b>1,700</b>	\$1,650 <del>1,700</del> <b>1,700</b>
Family Coverage Per Benefit Period	\$3,300 <del>3,400</del> <b>3,400</b>	\$3,300 <del>3,400</del> <b>3,400</b>
<p>The Deductible (combined Medical/Pharmacy) applies to all benefits unless specifically indicated as waived.</p> <p>Network and Non-network charges will cross accumulate towards the Network and Non-Network Deductible.</p> <p>"Single Coverage" means only the Employee is covered under the Plan. No benefits will be payable until satisfaction of the Single Coverage Deductible.</p> <p>"Family Coverage" means the Employee and one or more Dependent(s) are covered under the Plan. No benefits will be payable until satisfaction of the Family Coverage Deductible.</p>		

TYPE OF SERVICE / LIMITATIONS	BENEFIT PERCENTAGE	
	NETWORK	NON-NETWORK
<b>PREVENTIVE CARE</b>		
	100%, Deductible Waived	70% after Deductible
<p><b>Covered Services:</b></p> <ul style="list-style-type: none"> <li>◆ Well-Child Care</li> <li>◆ Physical examinations</li> <li>◆ Pelvic examination and pap smear</li> <li>◆ Laboratory and testing</li> <li>◆ Hearing and vision screening</li> <li>◆ Breast cancer screening (e.g., Mammograms, Magnetic Resonance Imaging (MRIs), Ultrasounds and similar breast cancer screening services)</li> <li>◆ Mammograms. <i>If additional imaging (e.g., Magnetic Resonance Imaging (MRI), Ultrasound or other mammogram) and pathology evaluation are indicated, these services are also recommended to complete the screening process for malignancies after initial mammogram</i></li> <li>◆ <i>Individualized patient navigation services for breast and cervical cancer screening and follow-up</i></li> <li>◆ Prostate cancer screening Prostate-specific Antigen (PSA) or Digital Rectal Examination (DRE)</li> <li>◆ Cardiovascular screening blood tests</li> <li>◆ Colorectal cancer screening tests</li> <li>◆ Vaccinations and Immunizations recommended by Physician</li> <li>◆ BRCA1 and BRCA2 when medically indicated</li> <li>◆ Nutritional counseling</li> <li>◆ Well Women Preventive Care subject to Plan limitations on sterilization procedures</li> <li>◆ <i>Screening for adolescent and adult women for intimate partner and domestic violence, at least annually and, when needed, providing or referring to intervention services</i></li> </ul> <p>Complete list of recommended preventive services can be viewed at:  <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a></p> <p>If any diagnostic x-rays, labs or other tests or procedures are ordered or provided in connection with any of the Preventive Care covered services, those tests or procedures will not be covered as Preventive Care and will be subject to the cost sharing that applies to those specific services.</p>		

Within “**PHARMACY BENEFIT**”, “COST SHARING PROVISIONS - SAVER PLAN (HSA)”, as amended, is replaced as follows:

COST SHARING PROVISIONS - SAVER PLAN (HSA)

**Deductible per Benefit Period (Combined Medical/Pharmacy)**

Single Coverage .....	<del>\$1,650</del> <b>1,700</b>
Family Coverage .....	<del>\$3,300</del> <b>3,400</b>

Deductible (combined Medical/Pharmacy) applies to all prescription drug charges payable through the Plan’s PBM unless specifically indicated as waived. After satisfaction of the Deductible, Pharmacy Copayments apply as stated in this section.

“Single Coverage” means only the Employee is covered under the Plan. No benefits will be payable until satisfaction of the Single Coverage Deductible.

“Family Coverage” means the Employee and one or more Dependent(s) are covered under the Plan. No benefits will be payable until satisfaction of the Family Coverage Deductible.

**Out-of-Pocket Maximum per Benefit Period (Combined Medical/Pharmacy)**

Single Coverage .....	\$3,100
Family Coverage .....	\$6,200

Out-of-Pocket Maximum (combined Medical/Pharmacy) includes the Deductible and any applicable Pharmacy Copayments. Pharmacy Benefits are payable at 100% after satisfaction of the Out-of-Pocket Maximum for the remainder of the Benefit Period. Patient assistance programs may not apply to the Deductible and Out-of-Pocket Maximum.

“Single Coverage” means only the Employee is covered under the Plan. Benefits are payable at 100% after satisfaction of the Single Coverage Out-of-Pocket Maximum.

“Family Coverage” means the Employee and one or more Dependent(s) are covered under the Plan. Benefits are payable at 100% after satisfaction of the Family Coverage Out-of-Pocket Maximum.

Copayment per Prescription			
Drug Type	Retail PBM Network	Mail Order	Specialty Drug
Tier 1 Generic	20%	20%	20%
Tier 2 Preferred Brand	20%	20%	20%
Tier 3 Non-Preferred Brand	20%	20%	20%
Insulin	20% (\$35 max) 1-30 day supply 20% (\$105 max) 30-90 day supply Deductible Waived		Not Applicable
The following are payable at 100% and are not subject to any Deductible or Copayment: <ol style="list-style-type: none"> <li>1. Prescribed generic contraceptives or brand if generic is unavailable;</li> <li>2. Smoking cessation products prescribed by a Physician or Licensed Health Care Provider; and</li> <li>3. Over-the-counter (OTC) medications only when prescribed by a Physician or Licensed Health Care Provider, and only if listed as an A or B recommendation as a Preventive Service covered under the Affordable Care Act which can be viewed at: <a href="https://www.healthcare.gov/coverage/preventive-care-benefits/">https://www.healthcare.gov/coverage/preventive-care-benefits/</a>.</li> <li>4. Vaccines.</li> </ol>			
<b>Generics Preferred - Member Choice (DAW2):</b> If the Physician does not prescribe “Dispense as Written” (DAW), and there is a generic alternative for the prescription drug, and the Covered Person chooses a brand name instead, the Covered Person must pay the difference in cost between the generic and brand name medication plus the applicable brand Copayment amount.			

“**COVERAGE FOR A MILITARY RESERVIST**” is replaced as follows:

**COVERAGE FOR A MILITARY RESERVIST**

To the extent required by the Uniform Services Employment and Reemployment Rights Act (USERRA), the following provisions will apply:

1. If a Participant is absent from employment with Employer by reason of service in the uniformed services *or by reason for services as a reservist in the Federal Emergency Management Agency (FEMA)*, the Participant may elect to continue coverage under this Plan for himself or herself and his or her eligible Dependents as provided in this subsection.

The maximum period of coverage under such an election will be the lesser of:

- A. The twenty-four (24) month period beginning on the date on which the Participant's absence begins; or
  - B. The period beginning on the date on which the Participant's absence begins and ending on the day after the date on which the Participant fails to apply for or return to a position of employment, as required by USERRA.
2. A Participant who elects to continue Plan coverage under this Section may be required to pay not more than one hundred two percent (102%) of the full premium under the Plan (determined in the same manner as the applicable premium under Section 4980B(f)(4) of the Internal Revenue Code of 1986) associated with such coverage for the Employer's other Employees, except that in the case of a person who performs service in the uniformed services for less than thirty-one (31) days, such person may not be required to pay more than the regular Employee share, if any, for such coverage.
  3. In the case of a Participant whose coverage under the Plan is terminated by reason of service in the uniformed services, an exclusion or Waiting Period may not be imposed in connection with the reinstatement of such coverage upon reemployment if an exclusion or Waiting Period would not have been imposed under the Plan had coverage of such person by the Plan not been terminated as a result of such service. This paragraph applies to the Employee who notifies the Employer of his or her intent to return to employment in a timely manner as defined by USERRA, and is reemployed and to any Dependent who is covered by the Plan by reason of the reinstatement of the coverage of such Employee. **This provision will not apply to the coverage of any Illness or Injury determined by the Secretary of Veterans Affairs to have been caused by or aggravated during, performance of service in the uniformed services.**
  4. The requirements of this section shall not supersede any anti discrimination in coverage requirement promulgated by TRICARE/CHAMPVA related to eligibility for those coverages.

Nothing in this amendment is deemed to change any other provision of the Plan Document/Summary Plan Description of which it becomes a part.

**CITY OF BEATRICE/BOARD OF PUBLIC WORKS**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTICE OF PUBLIC HEARING  
CITY OF BEATRICE, NEBRASKA**

Notice is hereby given that the Mayor and Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 P.M. on April 20, 2026, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, to receive comments from the public regarding the proposed Amendment to Wellhead Protection Plan. A description of the proposed boundaries of the proposed Amended Wellhead Protection Area and the text of the proposed controls are available for inspection during regular business hours in the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska, and on the City website: [www.beatrice.ne.gov](http://www.beatrice.ne.gov).

Erin Saathoff, MMC, City Clerk

April 1, 2026

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

**WHEREAS**, the City of Beatrice has two municipal wellfields: (1) one located along the railroad tracks on the south side of the Big Blue River, known as the “City Wellfield,” and (2) one located north of the Big Blue River known as the “City Farm”; and

**WHEREAS**, the City Wellfield served as a wellfield for Beatrice since the 1930s, but has since faced nitrate contamination issues, which led to the development of the City Farm wellfield to supply safe drinking water for the City; and

**WHEREAS**, on or about October 19, 2009, the Board of Public Works adopted a Wellhead Protection Plan; and

**WHEREAS**, said Wellhead Protection Plan was designed to protect the surface and subsurface areas surrounding the City Wellfield and the City Farm; and

**WHEREAS**, on or about December 13, 2021, the City purchased ground adjacent to and east of the City Farm to be positioned to provide safe, clean drinking water for the City of Beatrice in the future, which was funded by an SRF Loan from the Nebraska Department of Environment and Energy; and

**WHEREAS**, as part of the SRF Loan, the City was required to update its Wellhead Protection Plan; and

**WHEREAS**, on September 18, 2023, the Mayor and City Council adopted the updated Wellhead Protection Plan, which expanded the City’s Wellhead Protection Area, for the purpose of protecting the public water supply system; and

**WHEREAS**, the City Wellfield is no longer used to supply drinking water to Beatrice; and

**WHEREAS**, the City retained Olsson, Inc., to assist the City with requesting and adopting an amendment to the City’s Wellhead Protection Area removing the portion surrounding the City

Wellfield; and

**WHEREAS**, Olsson, Inc., developed a Memorandum recommending that the City remove the southwest portion of the Wellhead Protection Area surrounding the City Wellfield; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to adopt the amended wellhead protection area in order to remove the portion surrounding the City Wellfield from the Wellhead Protection Area.

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 the City of Beatrice hereby adopt the Amended Wellhead Protection Area developed by Olsson, Inc., removing the southwest portion of the Wellhead Protection Area surrounding the City Wellfield. A copy of the Memorandum developed by Olsson recommending the adoption of the Amended Wellhead Protection Area is attached hereto, marked as Exhibit "A", and is incorporated herein.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor



# MEMO

- Overnight  
 Regular Mail  
 Hand Delivery  
 Other: Email

<b>To:</b>	Nebraska Department of Water, Environment, and Energy Attn: Connor McFayden, Wellhead Protection Coordinator
<b>From:</b>	Mallory Morton, P.E. & Joe Hinnant
<b>RE:</b>	Beatrice Wellhead Protection Area Amendment
<b>Date:</b>	February 10, 2026
<b>Project #:</b>	026-00088
<b>Phase:</b>	100
<b>Task:</b>	101

The wellhead protection (WHP) area for the City of Beatrice is currently established at the 20-year time-of-travel (TOT) pathways boundary for all 12 of the Beatrice municipal wells. Beatrice has two municipal wellfields: (1) one located along the railroad tracks on the south side of the Big Blue River, known as the "City wellfield," and (2) one located north of the Big Blue River known as the "City Farm wellfield." The City wellfield consists of eight municipal wells which served as the original wellfield for Beatrice. This older wellfield has faced nitrate contamination issues, which spurred the development of the City Farm wellfield. The City Farm wellfield currently consists of four active municipal wells with plans for future wells to the east as needed. Four test holes have been drilled to determine feasibility of potential municipal wells, as shown in **Figure 1**. When Beatrice contracted with Olsson to delineate an updated wellhead protection (WHP) area, the 20-year time-of-travel (TOT) pathways for the four test well locations were included.

The City wellfield is no longer used to supply drinking water to Beatrice. Instead, water pumped by the City wellfield is supplied to industries in the vicinity. The purpose of this memo is to request amendment to Beatrice's WHP area by removing the portion surrounding the older City wellfield. For ease of review, this memo includes the required elements of a WHP plan:

- TOT pathways showing groundwater flow direction to municipal wells
- Potential contaminant source inventory (CSI) for the proposed WHP area
- Contaminant source management strategies (Attachment A)
- Emergency, contingency, and long-term planning (Attachment A)

## WHP Area Delineation

In addition to well locations, **Figure 1** shows the 20-year TOT pathways for both the City Farm and City wellfields. North of the Big Blue River, groundwater flow generally follows a northeast to southwest direction. South of the Big Blue River, groundwater moves from southwest to northeast. The Big Blue River acts as a dividing line, following hydrogeologic principles by which groundwater feeds surface water in a gaining stream.

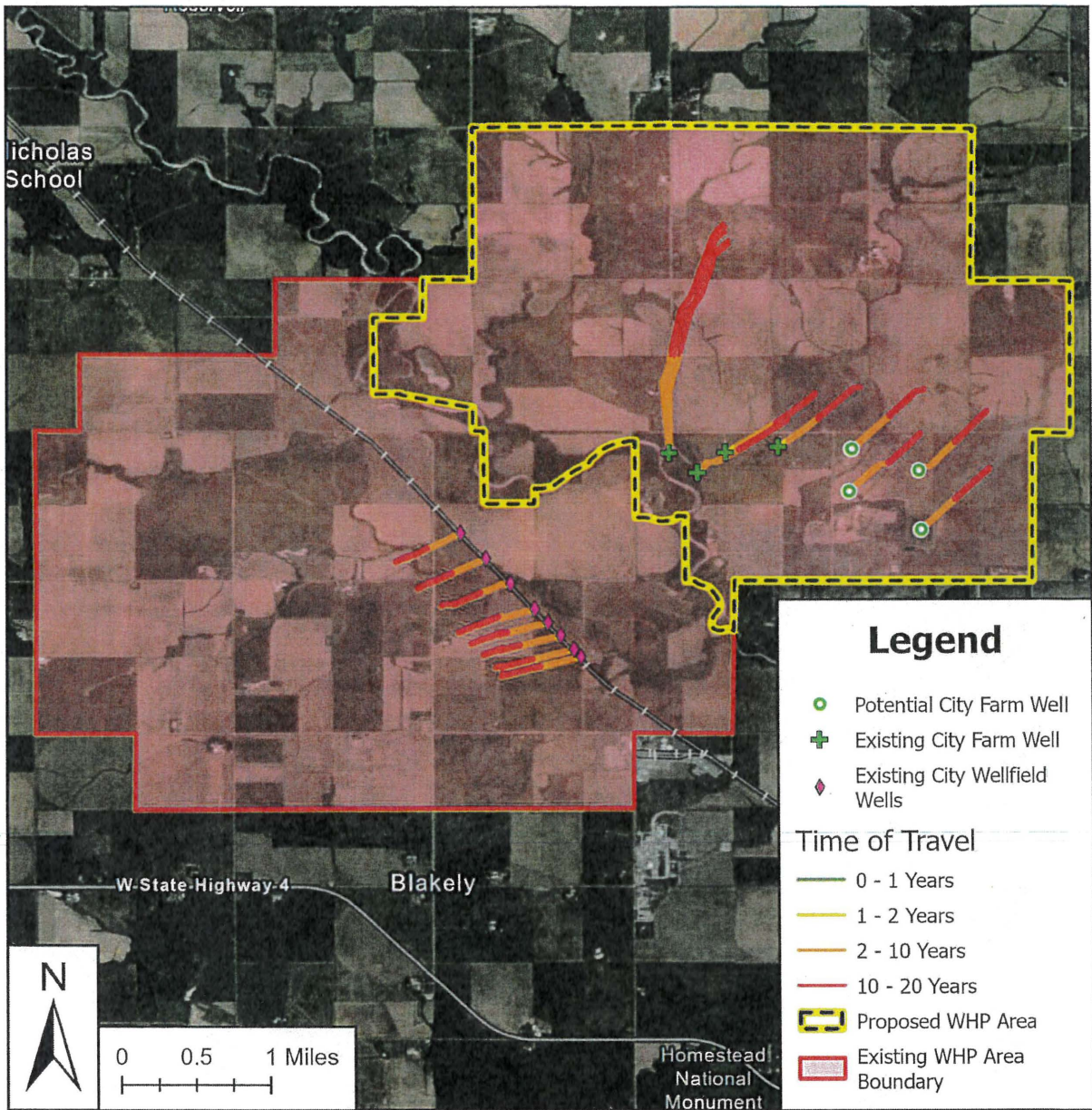


Figure 1. Map showing the existing WHP area and proposed WHP area with the city wellfield area removed.

Since the City wellfield is no longer used to supply drinking water to Beatrice and will never be used for such purposes again, the southwest portion of the WHP area has become unnecessarily restrictive. Gage County Zoning regulations currently place limitations on land uses within Wellhead Protection Overlay districts. While this is a beneficial tool for protecting drinking water supplies around the City Farm wellfield, it no longer serves the same purpose around the City wellfield. The proposed WHP area around the City Farm wellfield is shown by the yellow dashed line in **Figure 2**. The southwestern boundary has been drawn along parcel boundaries that follow the Big Blue River.

To reaffirm the delineation of this WHP area boundary, the same methodology from development of the DWPMP was followed using the MODPATH particle trace application which leverages MODFLOW groundwater flow models. In this case, the Blue Basin regional groundwater flow model was used in conjunction with MODPATH to create the composite groundwater flow pathways of the City Farm wellfield (Figure 2). Rather than using a single location representing each municipal well and allowing MODPATH to create a TOT pathway for each well, Figure 2 shows an expanded look at the groundwater flow direction in the area. This was done by completing several reverse particle traces emanating in concentric circles out from the City Farm wellfield wells. Model results confirm that source water supplies on the north side of the Big Blue River originate from the northeast.

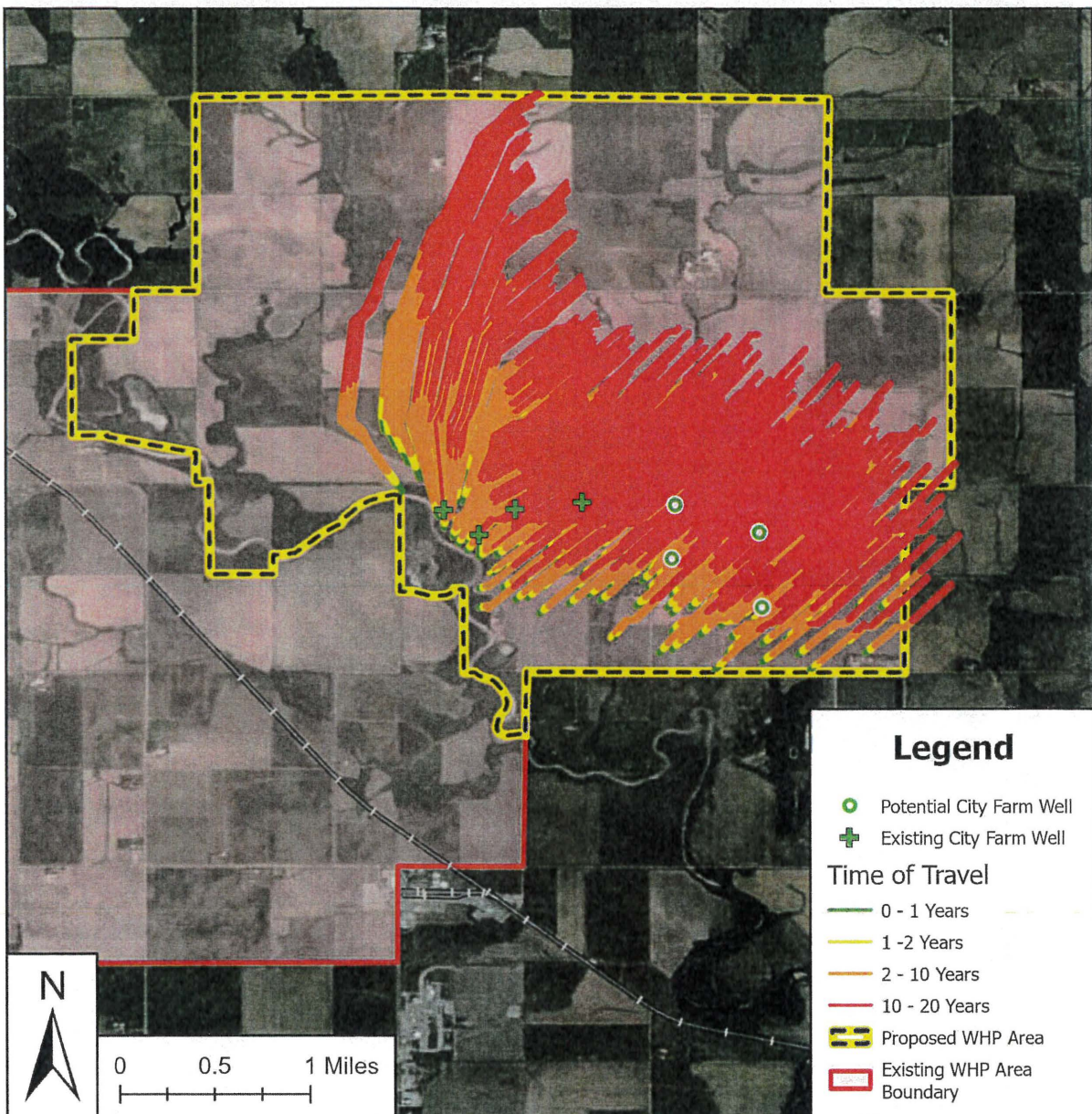


Figure 2. Groundwater flow direction in the vicinity of the City Farm wellfield.

## Potential Contaminant Source Inventory

The Potential CSI remains unchanged from the approved DWPMP from 2023. The following figure is included to identify any potential contamination sources (**Figure 3**). There is 1 active air quality program (AIR), 6 active livestock waste control (LWC) program, and 4 active on-site wastewater treatment (OWT) programs within the proposed WHP area boundary. The total number of sites active and inactive includes 2 AIR, 6 LWC, 4 OWT, and 1 National Pollutant Discharge Elimination System Permits and Compliance (PCS) program; compliance of which is regulated by DWEE to reduce any potential contamination.

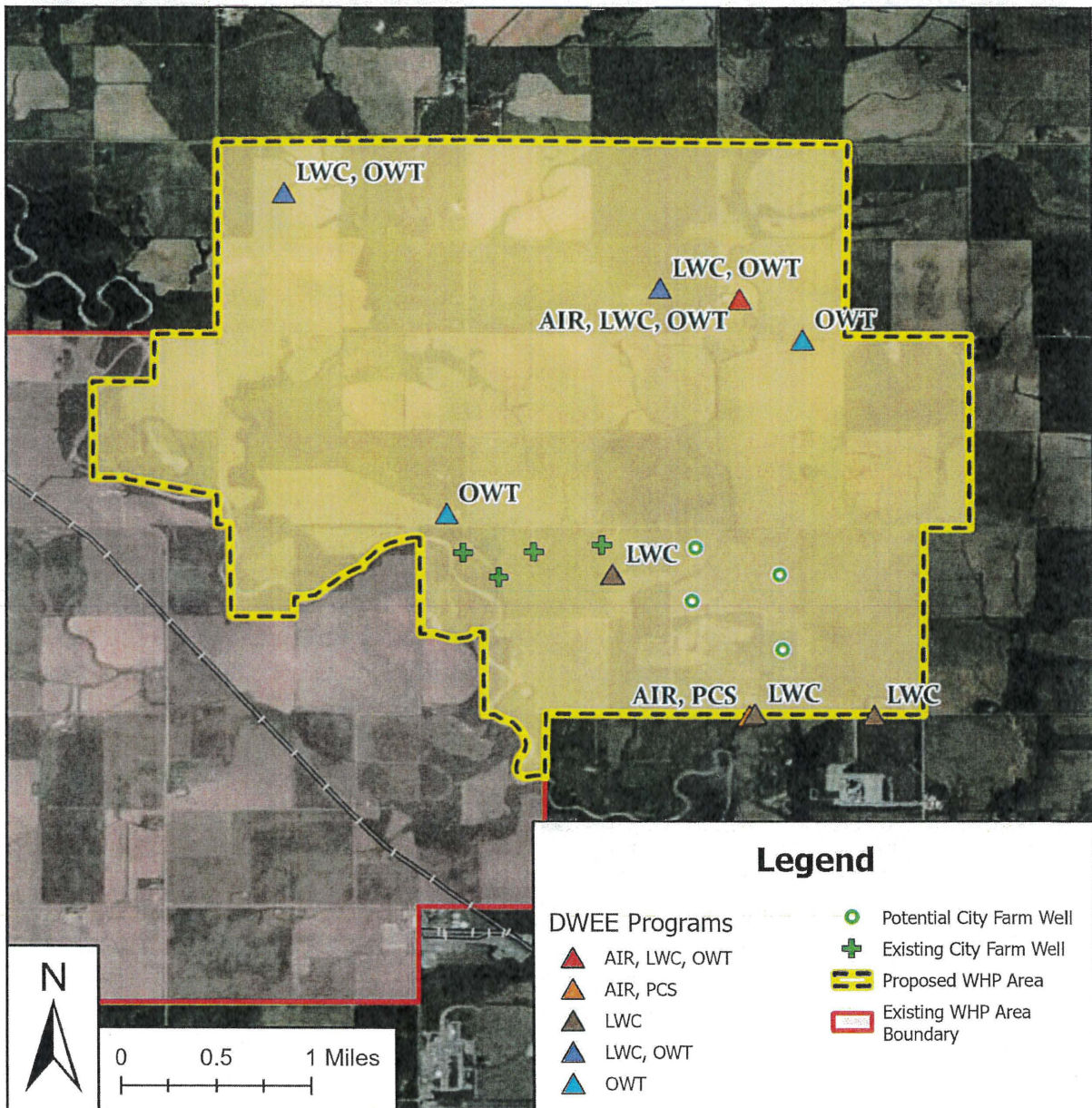


Figure 3. Potential Contaminant Source Inventory

To conclude the potential CSI, the following land use map is provided to highlight the current land use within the proposed WHP area (**Figure 4**). This figure displays the 2025 National Land Cover Database coverage from the Multi-Resolution Land Characteristics Consortium. There are 5,046 acres in the proposed WHP area with 4,055 classified as cultivated crops in the WHP area, approximately 80% of the proposed WHP area. Grassland/Herbaceous constitutes approximately 9% of the proposed WHP area with 442 acres.

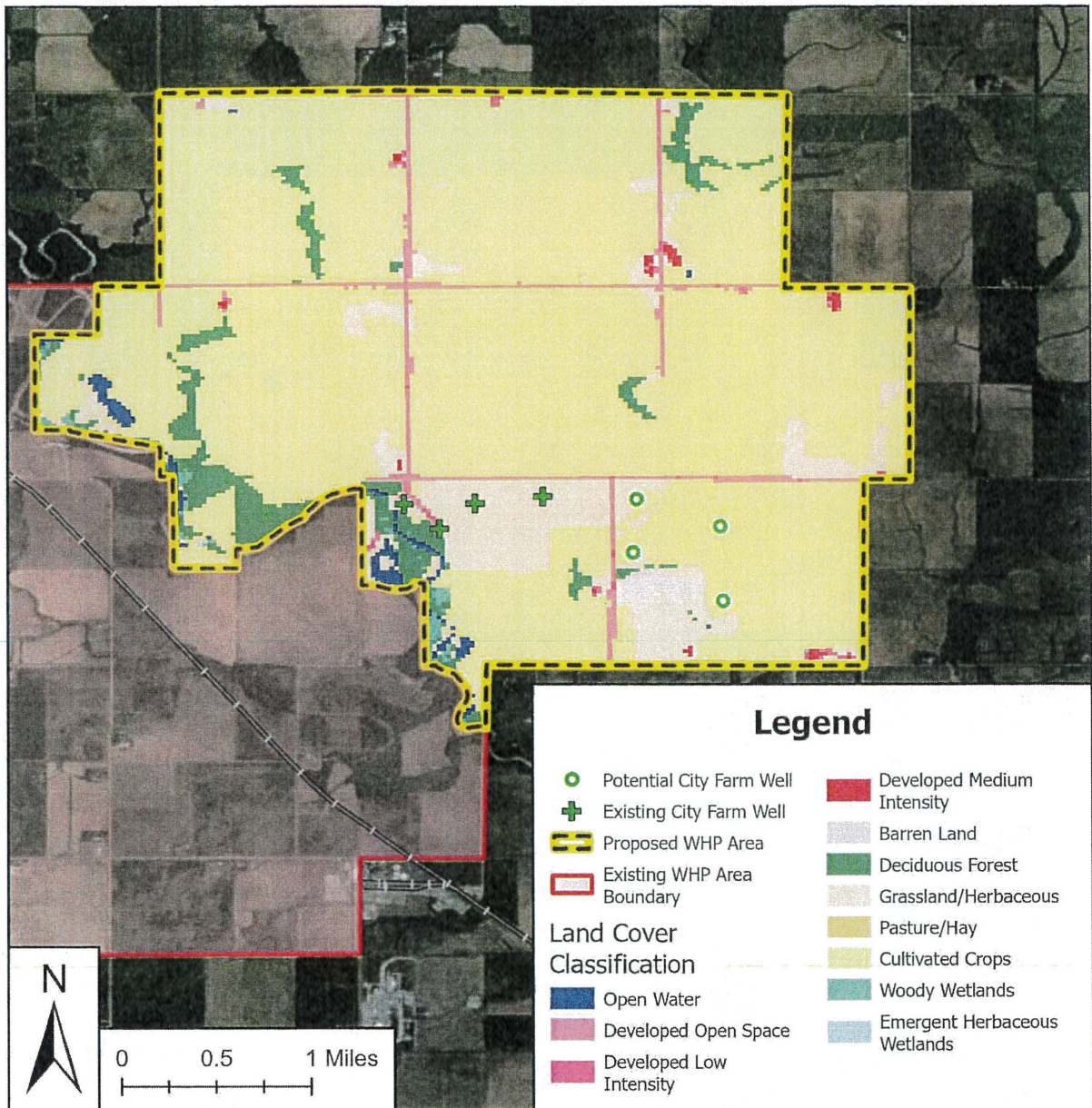


Figure 4. 2025 Land Use Classifications from National Land Cover Dataset

## **Recommendations**

Based on the current evaluation and findings, it is recommended that the WHP area boundary be amended to better reflect present-day groundwater use and land management needs. Since the City wellfield is no longer utilized as a source of drinking water for Beatrice and will not be used for this purpose in the future, the WHP area encompassing the City wellfield has become overly restrictive. Therefore, it is recommended to remove the southwest portion of the WHP area, specifically the area associated with the City wellfield, from Beatrice's WHP area.

The revised WHP area boundary should align with parcel boundaries that follow the Big Blue River. This adjustment will allow Gage County Zoning regulations to focus protective measures on the City Farm wellfield, which continues to serve as a critical source of drinking water. Retaining the WHP overlay in this area will ensure that current and potential land uses are regulated appropriately to minimize risks from potential contaminant sources.

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

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor



# MEMO

- Overnight  
 Regular Mail  
 Hand Delivery  
 Other: Email

<b>To:</b>	Nebraska Department of Water, Environment, and Energy Attn: Connor McFayden, Wellhead Protection Coordinator
<b>From:</b>	Mallory Morton, P.E. & Joe Hinnant
<b>RE:</b>	Beatrice Wellhead Protection Area Amendment
<b>Date:</b>	February 10, 2026
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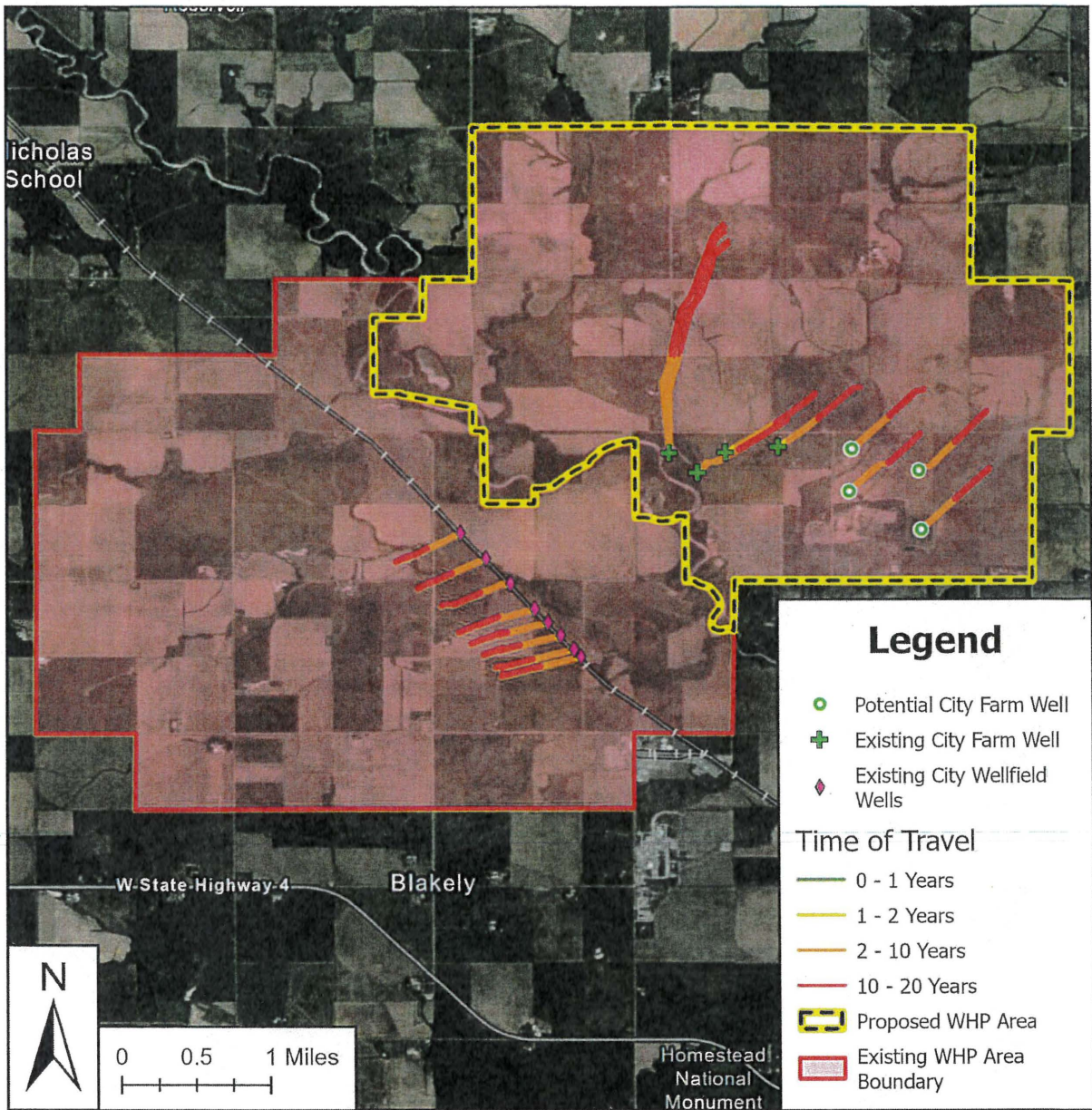


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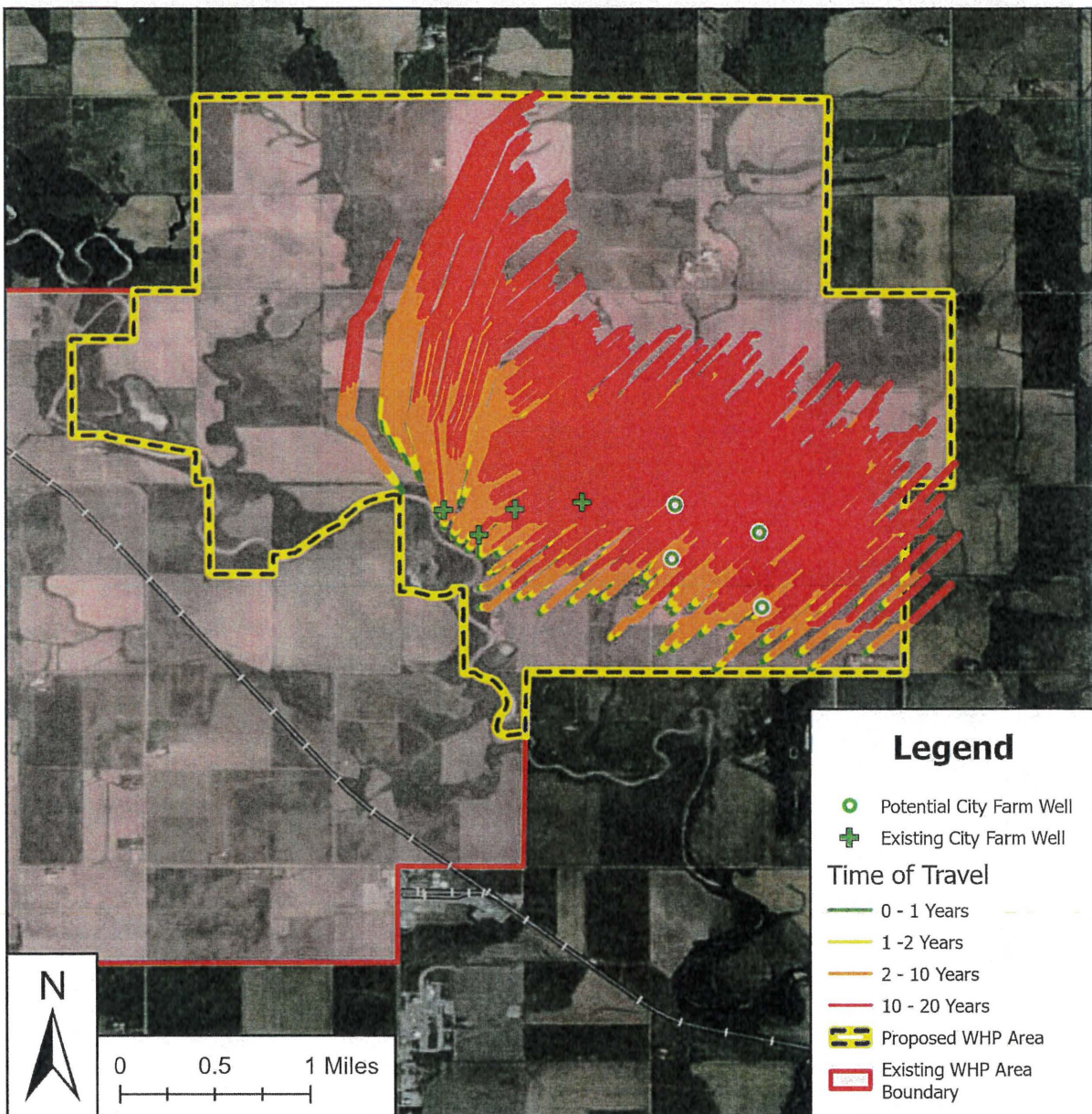


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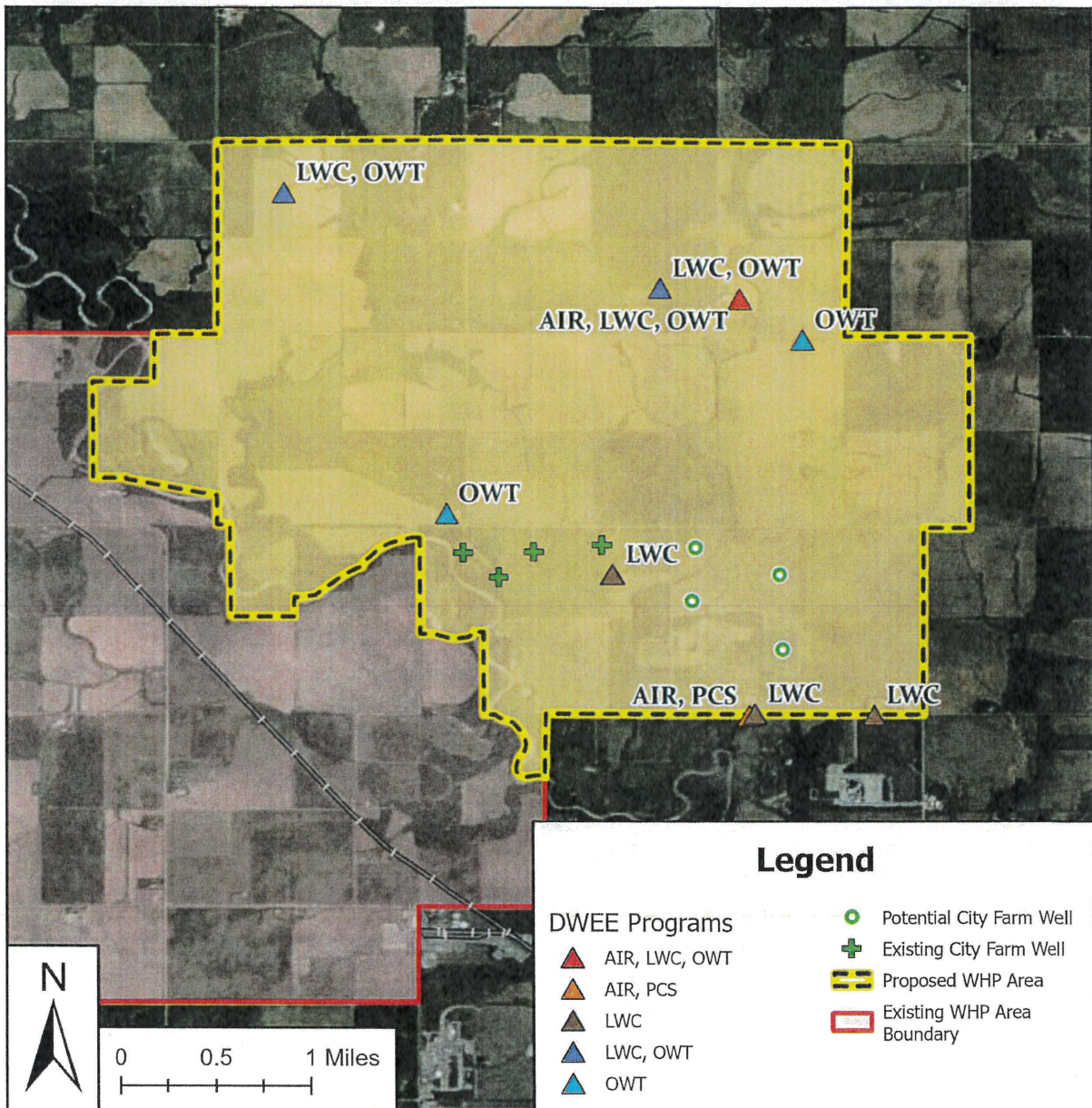


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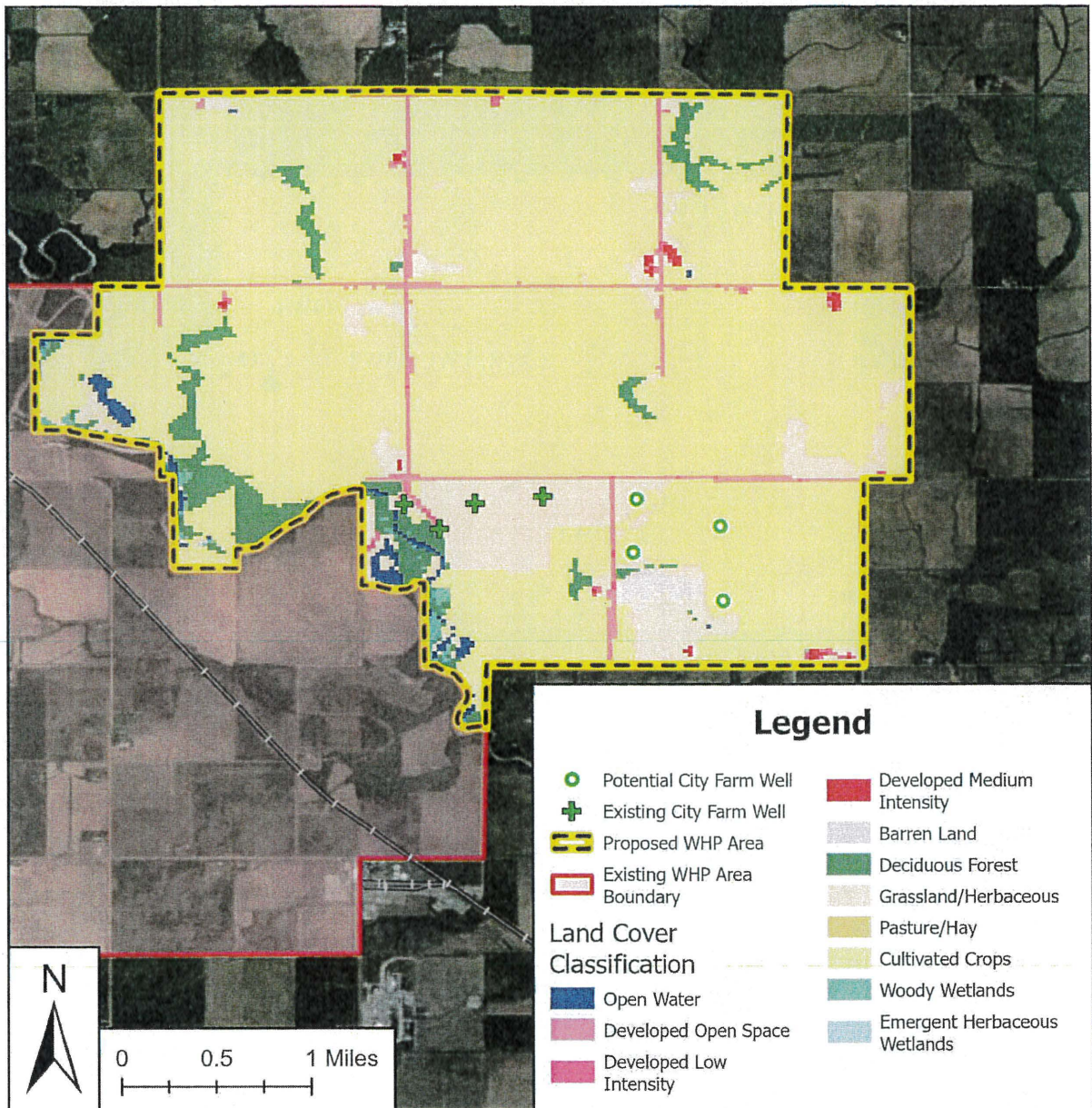


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**RESOLUTION NUMBER \_\_\_\_\_**

**WHEREAS**, the Mayor and City Council of the City of Beatrice, Nebraska desire to dedicate the following described real estate as a public park, to-wit:

Outlot A, Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.

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

**SECTION 1.** The following described property, to-wit:

Outlot A, Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska,

is hereby designated as a public park and shall be known as Lincoln Legacy Park.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

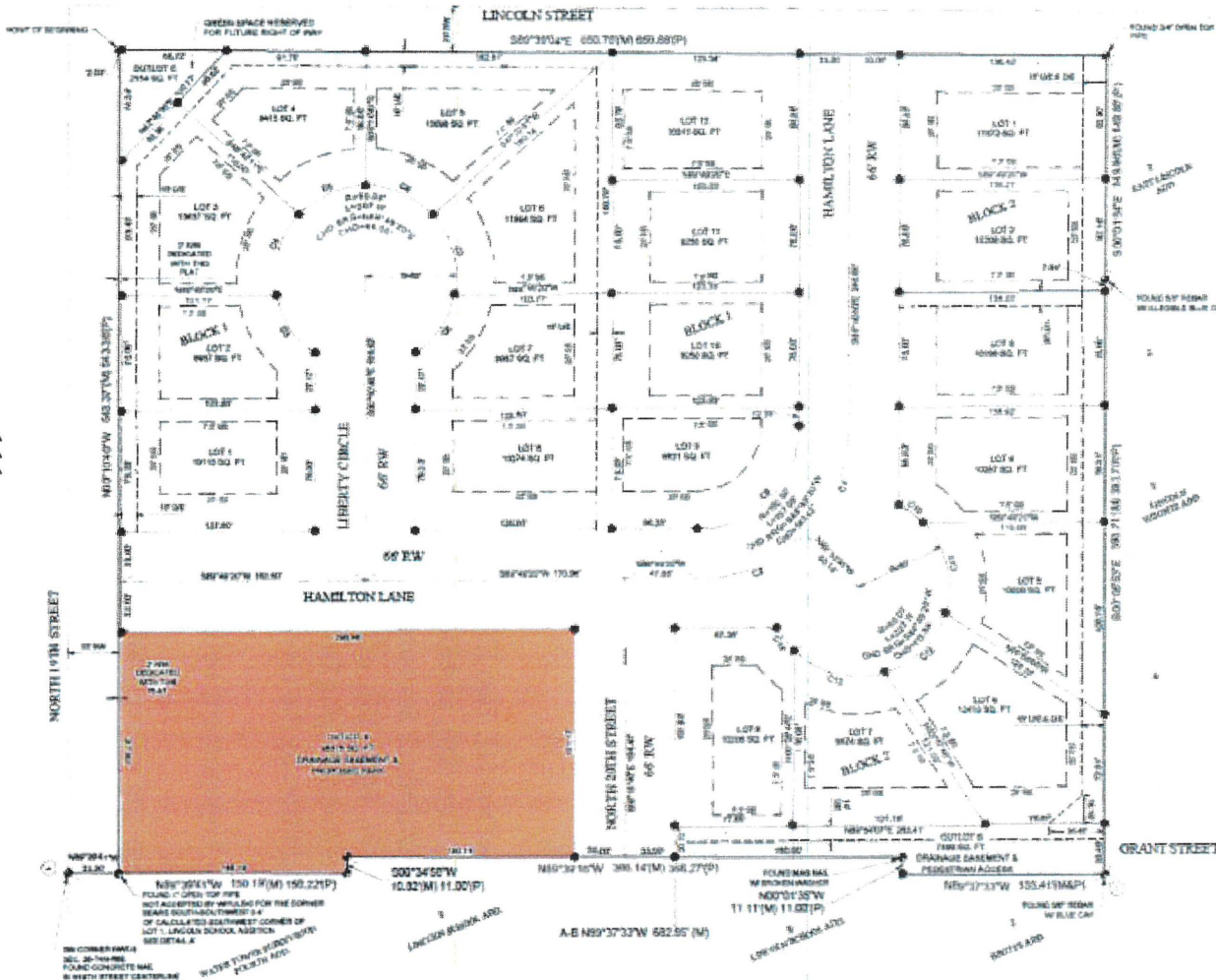
Attest:

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

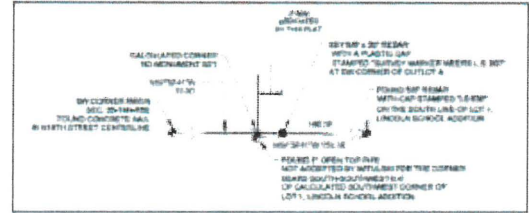
\_\_\_\_\_  
Robert Morgan, Mayor

# HERITAGE HEIGHTS ADDITION

A REPLAT OF VACATED LOT 1, LINCOLN SCHOOL ADDITION, CITY OF BEATRICE  
PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER  
SECTION 35, TOWNSHIP 4 NORTH, RANGE 6 EAST OF THE SIXTH P.M.,  
GAGE COUNTY, NEBRASKA



DETAIL A - NOT TO SCALE



CURVE #	LENGTH	ANGLE	CHORD BEARING	CHORD LENGTH
C1	75.34	180.00	S07°12'27"W	75.34
C2	44.27	90.00	S89°52'57"E	44.27
C3	47.32	90.00	S89°52'57"E	47.32
C4	48.03	90.00	S89°52'57"E	48.03

CURVE #	LENGTH	ANGLE	CHORD BEARING	CHORD LENGTH
C1	49.82	90.00	S89°52'57"E	49.82
C2	36.44	90.00	S89°52'57"E	36.44
C3	36.44	90.00	S89°52'57"E	36.44
C4	36.44	90.00	S89°52'57"E	36.44

CURVE #	LENGTH	ANGLE	CHORD BEARING	CHORD LENGTH
C1	34.17	90.00	S89°52'57"E	34.17
C2	34.17	90.00	S89°52'57"E	34.17
C3	34.17	90.00	S89°52'57"E	34.17
C4	34.17	90.00	S89°52'57"E	34.17

**CORNER TIES**

- 1. 1/4" CORNER NINJA SECTION 35-TM-2151-E FOUND CONCRETE NAIL ON CENTERLINE OF NORTH 20TH STREET 48.47' 27.00" TO THE CENTER OF SANITARY SEWER MANHOLE LID 78.00' 18.00" TO THE CENTER OF STORM SEWER MANHOLE LID TO-BE FOUND 1" CHORD TOP PINE 8' 8.00" TO A 3" BY 3" REBAR WITH GAP STAMPED 'SURVEY MARKER WEERS L & R' SET 1/4" WITH ORANGE

**SURVEYOR'S REPORT**

This survey was performed at the request of the City of Beatrice. The purpose of this survey was to determine the perimeter and create a noted and bounded description of Heritage Heights Addition located in the Northwest Quarter of Section 35, Township 4 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska.

Existing monuments of record were found at locations shown on this plat. All monuments found on this plat are a 3" rebar with gap stamped 'L & R' unless noted otherwise. All monuments set are a 3" by 3" rebar with a plastic cap stamped 'SURVEY MARKER WEERS L & R' unless noted otherwise.

All lines were produced and angles and distances measured with a Trimble 5120 GPS Receiver and SASS.

**SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT I AM A FULLY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEBRASKA. THAT THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE LAND SURVEYORS REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY. THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION AND IN TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

FILED: WEISS, LEON DATE: \_\_\_\_\_



**VICINITY SKETCH**



**ZONING INFORMATION**

CURRENT ZONING R-2  
PROPOSED ZONING R-2

NOTE: ALL BEARINGS ARE BASED ON  
NAD 83 DATUM. LOCAL MAGNETIC DECLINATION



**LEGEND**

- M MONUMENT FOUND - 3" REBAR WITH GAP STAMPED 'L & R' UNLESS NOTED OTHERWISE
- M MONUMENT SET - 3" BY 3" REBAR WITH PLASTIC GAP STAMPED 'SURVEY MARKER WEERS L & R' UNLESS NOTED OTHERWISE
- C CALCULATED POINT
- M MEASURED DISTANCE
- P PLATTED DISTANCE
- 3/4" 3/4" RIGHT OF WAY
- 1/4" 1/4" UTILITY EASEMENT
- DE DRAINAGE EASEMENT
- BB SETBACK DISTANCE
- PROPERTY LINE
- - - LOT LINE
- - - EASEMENT/SETBACK LINE
- - - EASEMENT LINE
- - - SETBACK LINE

-111-



HERITAGE HEIGHTS ADDITION  
A REPLAT OF LOT 1, LINCOLN SCHOOL ADDITION  
CITY OF BEATRICE  
GAGE COUNTY  
NEBRASKA

FINAL PLAT

PROJECT NO.	045553
DATE	08/20/20
DRAWN BY	CV
CHECKED BY	AW
DATE	08/20/20
PROJECT	GAGE CO. R-2
FILE NO.	200
DATE	08/20/20
BY	AW

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

**WHEREAS**, the City of Beatrice, Nebraska, has been awarded Two Hundred Fifty-Six Thousand Six Hundred Sixty-Five Dollars (\$256,665.00) in financial assistance from the Nebraska Game and Parks Commission National Park Service Land and Water Conservation Fund (“LWCF”) Stateside Assistance Program for the purpose of constructing new pickleball courts at Chautauqua Park (the “Project”); and

**WHEREAS**, part of the Project involves the purchase of real property; and

**WHEREAS**, under said grant program, the City is required to conduct a Yellow Book appraisal prior to the purchase of said real property; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice, Nebraska desire to retain Kubert Appraisal Group to conduct said appraisal.

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 enter into an Engagement Letter for Commercial Appraisal Services between the City of Beatrice, Nebraska and Kubert Appraisal Group to provide appraisal services for property legally described as follows:

The Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), and Eleven (11), Block Seventeen (17), and all the vacated alley within said Block Seventeen (17), and the South 100 feet of Lots Five (5), Six (6), Seven (7), Eight (8), and Nine (9), Block Sixteen (16), and Green Avenue and Nicholls Avenue lying East of Ninth Street, both heretofore vacated, all in Riverside Park Addition to the City of Beatrice, Gage County, Nebraska.

A copy of said Engagement Letter for Commercial Appraisal Services, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 20<sup>th</sup> day of April, 2026.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

Exhibit "A"



Lincoln Office: (531) 500-0890 tkubert@kubertappraisal.com 6001 South 58<sup>th</sup> Street, Suite F, Lincoln, NE 68516

### Engagement Letter for Commercial Appraisal Services

April 8, 2026

**Client:** City of Beatrice  
**Client Contact:** Taylor Rivera, City Attorney  
**Delivery Address:** 400 Ella Street, Beatrice, NE 68310  
**Contact Phone Number:** Taylor: 402-228-5200  
**Contact E-mail:** Trivera@beatrice.ne.gov  
**Secondary Contact:** N/A

Kubert Appraisal Group is proposing to provide a UASFLA (Yellow Book) appraisal report for the following property:

**Owner Name:** Roger Aden Rentals, LLC  
**Property Address:** 1306 South 9<sup>th</sup> Street, Beatrice, NE  
**Legal Description and/or PID:** 014171000 and 014169000 (Gage Co.)  
**Property Type:** Vacant Land

#### Initial Information Needed from Client for the Appraisal:

##### Property Access:

- Contact Name: N/A – Vacant Land
- Contact Email: N/A – Vacant Land
- Phone Number: N/A – Vacant Land
- Relationship to Property: N/A – Vacant Land
  
- 3-years of historic real estate income/expense data
- Rent roll and/or copies of existing leases
- Appraisals of subject property completed in previous 3 years
- Effective Date of Appraisal (if other than date of inspection): \_\_\_\_\_
- Easements or private agreements related to the property, if applicable/available

The use of this report is for a potential acquisition, and the intended user is to be the client. This proposal is contingent upon R.L. Keith Consultant, Inc. being the review appraiser.

**Proposed Total Appraisal Fee:** \$4,200

**Required Retainer:** \$0

To be paid prior to commencement of appraisal services, with remainder of fee due upon delivery of appraisal report.

**Proposed Completion Date:** 4-6 weeks



Thomas W. Kubert, MAI, CCIM

Lincoln Office: (531) 500-0890 tkubert@kubertappraisal.com 6001 South 58<sup>th</sup> Street, Suite F, Lincoln, NE 68516

**Engagement Letter for Commercial Appraisal Services (Page 2)**

**Additional Services:** Billed at a rate of \$280 per hour for services after delivery of the original appraisal Report. These services include, but is not limited to additional meetings, depositions, testimony, travel, and/or preparation for such services.

**Copies of Appraisal Report:** A PDF version of the completed appraisal report will be provided, with printed copies of the appraisal report available upon request.

The Appraisal Report shall be completed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP) and in conformity with the Code of Professional Ethics and Standards of the Appraisal Institute. This report will be completed in compliance with UASFLA (Yellow Book) Standards.

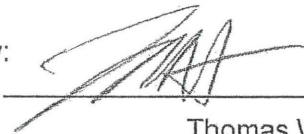
The Client, by signing this engagement letter, agrees that no other reporting standards apply other than those noted in this engagement letter.

The Client also acknowledges that the appraisal results are not assignable nor transferable to alternate client or use after the engagement and delivery of appraisal services.

Thomas W. Kubert, MAI, CCIM has not performed prior appraisal services as an appraiser, or in any other capacity, regarding this property within the three-year period immediately preceding this proposal.

**Acceptance of Proposal**

This Proposal is submitted by:

  
Thomas W. Kubert

Date: 04-08-2026

This Proposal shall be valid for **20 Days** from date indicated with the above signature.

According to the terms of this Proposal, I/We accept your proposal and work is authorized to begin upon receipt of this notice, any required retainer fees, and receipt of all data requested. All remaining professional fees are due upon receipt of the Appraisal Report.

Client Signature:

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

Print Name:

\_\_\_\_\_

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

**WHEREAS**, Excel Health Services d/b/a Excel Development Group (“Developer”), owns real estate legally described as:

Beatrice Commons Addition to the City of Beatrice, Gage County Nebraska; and

**WHEREAS**, Developer intends to develop said property into a residential housing development; and

**WHEREAS**, Developer desires to guarantee the completion of certain public improvements for Beatrice Commons Addition, as required by the Subdivision Regulations Ordinance of the City of Beatrice, Nebraska, Ordinance Number 98-6, as amended; and

**WHEREAS**, the City of Beatrice and Developer desire to enter into a Subdivision Improvements Agreement whereby Developer agrees to guarantee the completion of all required improvements; and

**WHEREAS**, City’s purpose for entering into this Subdivision Improvement Agreement includes, but is not limited to, eliminating the harmful effects of premature subdivisions which leaves property undeveloped and unproductive; and

**WHEREAS**, the benefits of this Subdivision Improvement Agreement are intended to inure solely to the City of Beatrice, not to third parties such as lot purchasers.

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 Subdivision Improvement Agreement with Excel Health Services d/b/a Excel Development Group.

A copy of said Subdivision Improvement 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 20<sup>th</sup> day of April, 2026.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

Exhibit "A"

**SUBDIVISION IMPROVEMENT  
AGREEMENT**

This Agreement is made and entered into on this 10 day of April, 2026 by and between Excel Health Services (dba Excel Development Group), a Nebraska Limited Liability Company (hereinafter referred to as "Developer"), and the City of Beatrice, Nebraska, a Municipal Corporation in the State of Nebraska (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, Developer owns certain real estate within the proposed plat attached hereto and incorporated herein as **Exhibit "A"** ("Plat");

**WHEREAS**, Developer applied to the City for approval of a subdivision designated as Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska ("Beatrice Commons Addition");

**WHEREAS**, Developer desires to guarantee the completion of the improvements for Beatrice Commons Addition as required by the Subdivision Regulations Ordinance of the City of Beatrice, Nebraska, Ordinance Number 98-6 as amended (hereinafter referred to as the "Beatrice Subdivision Regulations"); and

**WHEREAS**, in lieu of requiring the completion of all improvements prior to final plat approval, the City desires to enter into this Agreement with Developer whereby Developer agrees to guarantee the completion of all required improvements;

**WHEREAS**, City's purpose for entering into this Agreement includes, but is not limited to, eliminating the harmful effects of premature subdivisions which leave property undeveloped and unproductive; and

**WHEREAS**, the benefits of this Subdivision Improvement Agreement are intended to inure solely to the City, not to third parties such as lot purchasers.

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

1. Developer agrees to complete, at its expense, the following improvements (hereinafter referred to as "Public Improvements"):

- a) Site Grading and Erosion Control Plan to be submitted to NDEE for compliance with NPDES regulations, prepared by Olsson Inc., a copy of which is attached hereto as **Exhibit "B"**.
- b) On-Site Sanitary Sewer constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), to be located as shown on sanitary sewer exhibit prepared by Olsson Inc., a copy of which is attached hereto as **Exhibit "D"**.

- c) On-Site Storm Sewer constructed in dedicated street rights-of-way and easements, per plat (Exhibit "A"), to be located as shown on storm sewer exhibit prepared by Olsson Inc., a copy of which is attached hereto as **Exhibit "E"**.
- d) Concrete Paving Improvements of all streets dedicated per the plat (Exhibit "A"), as shown on paving exhibit prepared by Olsson Inc., a copy of which is attached hereto as **Exhibit "F"** and cross section design shall be approved by the City Engineer which approval shall not be unreasonably withheld, and including an anticipated minimum the street cross section shall have seven inches (7") of concrete over prepared subgrade per the recommendations of the geotechnical report or other mutually acceptable solution.

The Developer agrees to complete the Public Improvements for Beatrice Commons Addition in accordance with the Beatrice Subdivision Regulations, Ordinance Number 98-6 and any amendments thereto ("Beatrice Subdivision Regulations") and in accordance with the plans for such Public Improvements prepared by Olsson Inc., approved by the City Engineer and approval of plans and specs by the Department of Health and Human Services and Nebraska Department of Environment and Energy of water and sanitary sewer and on file in the office of the City Engineer. Developer agrees that all design change orders for the construction of the site grading, sanitary sewer, water main, storm sewer, concrete paving improvements, and street lights must be approved by the Beatrice City Engineer. The Beatrice City Engineer shall review all design change orders and advise if approved within seven (7) business days of the change order being submitted to Beatrice. Developer further agrees that Developer's engineer will make itself readily available to resolve problems and questions concerning the construction of such Public Improvements during the construction thereof and provide regular construction inspection.

2. City agrees to complete the following improvements (hereinafter referred to as "City Improvements").

- a) On-Site water main constructed in collaboration with the City in dedicated street rights-of-way and easements, per plat (Exhibit "A"), to be located as shown on water main exhibit prepared by Olsson Inc., a copy of which is attached hereto as "Exhibit "C".
- b) On-Site street light system within Beatrice Commons Addition to be located as shown on electric exhibit prepared by the City of Beatrice, a copy of which is attached hereto as Exhibit "G". Said street lights shall meet the state street lighting specifications. City shall install all of the lights (poles, bases and light fixtures) and any other components that are part of the street light system.

- c) The primary electrical extension design and installation, City shall provide any and all components that are required including bases for the transformers.

Cost of the City Improvements, less two hundred thousand dollars (\$200,000.00), shall be paid by the Developer.

3. The Developer shall provide City with all utility easements necessary within Beatrice Commons, to construct, reconstruct, maintain, and operate said improvements, as set forth on the Plat.

4. It is agreed by the parties that the obligation of Developer to complete the Public Improvements described in Paragraphs 1 and 2 is an independent obligation to be performed regardless of whether the Developer alleges (or proves) a breach of this Agreement on the part of the City. It is further agreed that the Developer's obligations under this Agreement to construct and complete improvements is not conditioned upon the commencement of work in the subdivision or upon the sale of lots.

5. Developer agrees to guarantee the completion and payment for all required Public Improvements, by delivering to City an irrevocable Letter of Credit in favor of the City of Beatrice issued by a bank authorized to do business in Nebraska, herein "Bank". Such Letter of Credit shall be available by the City's drafts drawn at sight up to the amount of \$1,231,425.00. Such Letter of Credit shall not provide for any expiration date and shall provide that such Letter of Credit shall not be terminated without the written authorization of the Mayor of the City. Drafts will be accepted against the delivery of a letter from the Mayor of City stating that such draft is being drawn in accordance with this Subdivision Improvement Agreement between City and Developer. The Letter of Credit shall also state that any extension of time, change, alteration, or addition which may be approved by the City of Beatrice for construction or completion of the Public Improvements provided for in this Subdivision Improvement Agreement shall in no manner affect or relieve the obligation of the Bank, regardless of whether or not the Bank is given notice of any extension of time, change, alteration or addition. The amount of the Letter of Credit is based upon the estimated cost as determined by the City Engineer, of Developer's responsibility for the required improvements, as follows:

Site Grading	\$ 210,040.00
Sanitary Sewer	\$ 252,500.00
Water Main	\$ 114,607.71
Storm Sewer	\$ 248,300.00
Paving	\$ 372,710.00
Street Lights within Beatrice Commons	\$ 46,670.06
Electrical Extension	\$ 186,597.44
Less: City's contribution to City Utilities	(\$ 200,000.00)
Total	\$1,231,425.21

Developer agrees to file the executed Letter of Credit with the City Clerk within five (5) business days of approval of the final plat of Beatrice Commons Addition by the City Council. Such Letter of Credit shall be subject to the approval of the City Attorney. It is understood by the parties that

the respective amounts for public improvements described in this paragraph are only estimated amounts and Developer, as applicable, will remain responsible for all costs associated with Improvements for which they are responsible, as described in this Agreement in excess of the estimated amounts.

6. The parties agree that the amount of the Letter of Credit for Public Improvements described in Paragraph 5 may be terminated only after written authorization for such termination by the Mayor of the City.

7. Prior to any approval to terminate the Letter of Credit by the Mayor of the City, Developer shall provide formal notice of the completion of required Public Improvements and request for inspection to the City Engineer, and the City Engineer shall approve such Public Improvements in accordance with Section 703 of the Subdivision Ordinance. In addition, the Public Improvements shall pass any final inspections required by Department of Health and Human Services and Nebraska Department of Environment and Energy. Developer shall further file with the City Engineer an Affidavit certifying that all contractors, subcontractors, laborers, and suppliers of material or equipment for the Public Improvements have been fully paid. Developer shall also provide a certification from a Registered Professional Engineer attesting to the adequacy of the installation of the Public Improvements. The Mayor of the City shall agree to termination of the Letter of Credit described in Paragraph 5 upon satisfaction of the foregoing requirements by Developer. Upon approval of the Public Improvements, such Public Improvements shall be owned by and be the property of the City.

8. Developer agrees that all of the required Public Improvements shall be completed no later than two (2) years from the date of approval of the final plat by the City Council. The City Council shall have the power to extend this deadline for one (1) additional year where Developer can present substantial reasons for doing so.

9. Developer expressly warrants that the Public Improvements to be constructed pursuant to this Agreement will be constructed in accordance with the requirements of the Beatrice Subdivision Regulations and will be free from defects for a period of one (1) year after acceptance by City. Developer agrees to remedy any defects within thirty (30) days after receipt of notice from the City. If the Developer fails to so remedy any defects within the thirty (30) day period, City may contract with any other party to correct the defects or to use city employees to perform the work, and Developers shall reimburse the City for its costs in having such work completed.

10. Developer agrees to indemnify and hold harmless the City against all claims, expenses and liability as a result of loss or injury arising out of or in connection with Developer's breach of or default under this Agreement.

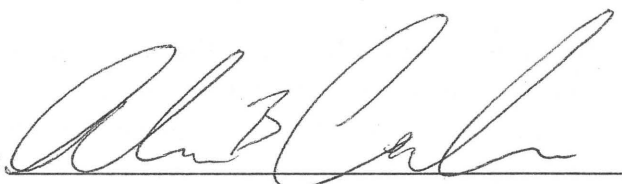
11. Developer, its successors and assigns, shall indemnify City and shall save and hold City harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions covered in this Agreement.

12. In the event that Developer fails to complete the Public Improvements within the time specified in this Agreement, that the Public Improvements are not approved by the City Engineer within the time specified in this Agreement, that Developer fails to commence work as provided in this Agreement, that Developer fails to perform work for a period of ninety (90) days after commencement of construction, that Developer becomes insolvent, that a voluntary or involuntary bankruptcy petition is filed concerning the Developer, that a foreclosure proceeding of a lien against the property platted as Beatrice Commons Addition is commenced, or a conveyance in lieu of foreclosure is made, or for any other just cause, City shall have the right to draw on the security described in Paragraph 5. The City reserves to itself all other remedies available at law or in equity. Any damages sought in such an action will be based upon the reasonable cost of completing the required improvements.

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

Dated this 10 day of April, 2026.

Excel Health Services, LLC  
(dba Excel Development Group)

By: 

Alexander Carlson, Chief Executive Officer

Attest:

CITY OF BEATRICE, NEBRASKA,  
a Municipal Corporation

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

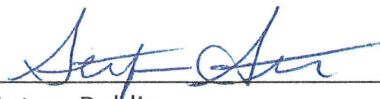
By \_\_\_\_\_  
Robert Morgan, Mayor

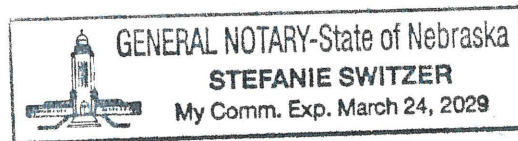
STATE OF NEBRASKA )

) ss.

COUNTY OF LANCASTER )

The foregoing instrument was acknowledged before me on this 10 day of April, 2026 by Alexander Carlson, Chief Executive Officer and authorized signatory of Excel Health Services, LLC (dba Excel Development Group), a Nebraska limited liability corporation.

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



STATE OF NEBRASKA )

) ss.

COUNTY OF GAGE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice.

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

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

**WHEREAS**, the City of Beatrice, Nebraska (“City”) has been awarded grant funds (“Grant No. 3-31-0009-026-2026”) for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport (the “Project”); and

**WHEREAS**, the Mayor and City Council desire to authorize the Mayor, City Clerk, and Airport Manager to sign any and all documents necessary to effectuate the Project.

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

**SECTION 1.** That the Mayor, City Clerk, and Airport Manager be and are hereby authorized to sign any and all documents necessary to effectuate the Project. A copy of the proposed project, 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 20<sup>th</sup> day of April, 2026.

Attest:

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

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



U.S. Department  
of Transportation  
Federal Aviation  
Administration

Airports Division  
Central Region  
Iowa, Kansas,  
Missouri, Nebraska

FAA ACE-600  
901 Locust  
Kansas City, MO 64106

April 13, 2026

Ms. Anna Lannin, P.E.  
Planning and Programming  
Nebraska Department of Transportation  
Division of Aeronautics  
1600 Nebraska Parkway  
Lincoln, NE 68502

Dear Ms. Lannin:

The Grant Offer for Project No. **3-31-0009-026-2026** at **Beatrice Municipal** is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the Grant Offer carefully.

**You may not make any modification to the text, terms or conditions of the Grant Offer.**

***Steps You Must Take to Enter Into Agreement.***

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process.
6. Signatures must be obtained and finalized no later than **May 28, 2026**
7. The fully executed grant will then be automatically sent to all parties as an email attachment.

**Payment.** Subject to the requirements in 2 CFR § 200.305 (federal payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this system.

**Project Timing.** The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future Grant Offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

**Reporting.** Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31<sup>st</sup> of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#), within 30 days of the end of the federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), weekly.

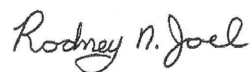
**Audit Requirements.** As a condition of receiving federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-federal entities that expend \$1,000,000 or more in federal awards to conduct a single or program specific audit for that year. Note that this includes federal expenditures made under other federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

**Closeout.** Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

**FAA Contact Information.** Steven L. Whitton, Ph: (816) 329-2630, Email: [steve.whitton@faa.gov](mailto:steve.whitton@faa.gov), is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Rodney N. Joel

Director, Central Region Airports Division



U.S. Department  
of Transportation  
Federal Aviation  
Administration

FEDERAL AVIATION ADMINISTRATION

FY 2026

Airport Infrastructure Grant

Part I - Offer

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Federal Award Offer Date      April 13, 2026

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Airport/Planning Area            **Beatrice Municipal (BIE)**

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Airport Grant Number            **3-31-0009-026-2026**

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Unique Entity Identifier          **TWJKBXHG6TD5**

TO:      **City of Beatrice, Nebraska**

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the sponsor has submitted to the FAA a Project Application dated **March 16, 2026**, for a grant of federal funds for a project at or associated with the **Beatrice Municipal Airport**, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the **Beatrice Municipal Airport** (herein called the "Project") consisting of the following:

**Install Runway 18/36 and 14/32 Vertical/Visual Guidance System (Precision Approach Path Indicators - 18/36 (P4L) and 14/32 (P2L); Install Visual Guidance System - 18 (Runway End Identifier Lights); (Approximately 46% of the Project)**

which is more fully described in the Project Application.

**NOW THEREFORE**, Pursuant to and for the purpose of carrying out Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq. and 48103; Consolidated Appropriations Act, 2024 (Public Law Number (P.L.) 118-42); Consolidated Appropriations Act, 2025 (P.L. 119-4); FAA

Reauthorization Act of 2024 (P.L. 118-63); Infrastructure Investment and Jobs Act of 2021 (IIJA) (P.L. 117-58) (as applicable); and the representations contained in the Project Application; and in consideration of: (a) the sponsor's adoption and ratification of the most recently published Grant Assurances; (b) the sponsor's acceptance of this offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the project, and compliance with the Grant Assurance and conditions as herein provided;

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety-Five Percent (95%) of the allowable costs incurred accomplishing the Project as the United States' share of the Project.**

**Assistance Listings Number(s): 20.117**

**This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

#### **CONDITIONS**

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$430,000.00.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

**\$0** for planning

**\$430,000.00** for airport development or noise program implementation; and,

**\$0** for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following federal award requirements:

a. **Period of Performance:**

- i. **Start Date:** The date the recipient formally accepts this agreement and the date signed by the last signatory to the agreement.
- ii. **End Date:** Four (4) years to the calendar day from the date of acceptance.
- iii. **Extension of the Period of Performance (PoP):** The recipient may request a one-time extension of up to one year after the PoP end date by submitting a request to the FAA. The request must include, at a minimum, supporting justification for the request and the amount of additional time requested. The request must be submitted at least 10 calendar days before the PoP end date. This one-time extension may not be exercised for the sole purpose of using unobligated balances.

The PoP end date, or any extension as approved by FAA, shall not affect, relieve, or reduce recipient obligations and assurances that extend beyond the closeout of this Grant Agreement.

b. **Budget Period:**

- i. For a single year Grant Offer, the budget period follows the same start and end date as the PoP provided in paragraph 2(a), and any extension of the PoP end date.

- ii. For a multi-year Grant Offer, per the authority provided in 49 U.S.C. § 47108 and § 47114, the budget period is from the initial PoP start date through the end of the final fiscal year identified on a multi-year Grant Offer (See Multi-Year Grant Special Condition, if applicable).
- c. Appropriation Period of Availability and Expenditure:
  - i. The FAA must obligate appropriated funds within the period of availability identified in the appropriation.
  - ii. In accordance with 31 U.S.C. § 1552, by September 30<sup>th</sup> of the fifth fiscal year after the period of availability, FAA must liquidate and close expired appropriations, and any remaining balance (whether obligated or unobligated) must be canceled and thereafter shall not be available for obligation or expenditure for any purpose.
  - iii. IIJA and Supplemental AIP funding are subject to this condition.
- d. Close Out:

Recipients shall begin the closeout process upon physical completion of the project identified in this agreement. Closeout shall proceed expeditiously and without delay, even if the PoP end date has not been reached. In accordance with 2 Code of Federal Regulations (CFR) 200, unless the FAA authorizes a written extension, the recipient must submit all grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the PoP end date. If the recipient does not submit all required closeout documentation within this period, the FAA will proceed to close out the grant within one year of the PoP end date with the information available at the end of 120 days.

e. Termination:

The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occur:

- i. The recipient fails to comply with the terms and conditions of this agreement;
- ii. The recipient fails to obtain or provide any recipient grant contribution as requested by the agreement;
- 3. There is a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the recipient;
- 4. Any project changes that the FAA determines are inconsistent with the FAA's basis for selecting the project to receive a grant;
- 5. Continued grant payment inactivity, generally defined as no drawdowns over a 12-month period;
- 6. The recipient requests that the FAA terminate the agreement under this section; or
- 7. The FAA determines that termination of this agreement is in the public interest.

In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

- 3. Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 47110, the sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application, as accepted by the FAA, to allowable costs for sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The sponsor must carry out and complete the project without undue delay, and in accordance with this agreement, 49 U.S.C. Chapters 471 and 475, IJA (P.L. 117-58) (as appropriate), and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months, or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The sponsor also agrees to comply with the grant assurances, which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the sponsor on or before May 28, 2026 , or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds and Mandatory Disclosure.**
  - a. The sponsor must take all steps, including litigation, if necessary, to recover federal funds spent fraudulently, wastefully, or in violation of federal antitrust statutes, or misused in any other manner for any project upon which federal funds have been expended. For the purposes of this Grant Agreement, the term "federal funds" means funds however used or dispersed by the sponsor, that were originally paid pursuant to this or any other federal Grant Agreement. The sponsor must obtain the approval of the Secretary as to any determination of the amount of the federal share of such funds. The sponsor must return the recovered federal share, including funds recovered by settlement, order, or judgment, to the Secretary. Upon request, the sponsor must furnish to the Secretary all documents and records pertaining to the determination of the amount of the federal share, or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such federal share require advance approval by the Secretary.
  - b. The sponsor, a recipient, and a subrecipient under this federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

**11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the sponsor is exempted from this requirement under 2 CFR § 25.110, the sponsor must maintain the currency of its information in the SAM until the sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique Entity Identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the sponsor by \$25,000 or five percent, whichever is greater, the FAA can issue a letter amendment to the sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun, provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous, and in the best interests of the United States.

— An informal letter amendment has the same force and effect as a formal grant amendment. —

**14. Environmental Standards.** The sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

**15. Financial Reporting and Payment Requirements.** The sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

**16. Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this grant.

**17. Build America, Buy America.** The sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

**18. Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(2), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
  - i. 15 percent; or
  - ii. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47109, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the federal share as applicable through an informal letter of amendment.

**19. Audits for Sponsors.**

- a. PRIVATE SPONSORS. When the Period of Performance has ended, the sponsor must provide a copy of an audit of this award prepared in accordance with federal audit requirements to the applicable Airports District Office or Regional Office.

A sponsor expending less than \$1,000,000 in federal awards and exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

- b. PUBLIC SPONSORS. The sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$1,000,000 in federal awards and are exempt from federal audit requirements must make records available for review or audit by the appropriate federal agency officials, state, and Government Accountability Office. The FAA and other appropriate federal agencies may request additional information to meet all federal audit requirements.

**20. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the sponsor must:

- a. Verify the non-federal entity is eligible to participate in this federal program by:
  - i. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-federal entity is excluded or disqualified; or
  - ii. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or

- iii. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the public sponsor suspends or debar a contractor, person, or entity.

**21. Ban on Texting While Driving.**

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the sponsor is encouraged to:
  - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal Government, including work relating to a grant or subgrant.
  - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this grant.

**22. Trafficking in Persons.**

- a. *Posting of contact information.*
  - i. The sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a sponsor that is a private entity.*
  - i. Under this grant, the sponsor, its employees, subrecipients under this grant, and subrecipient's employees must not engage in:
    - a) Severe forms of trafficking in persons;
    - b) The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;
    - c) The use of forced labor in the performance of this grant; or any subaward; or
    - d) Acts that directly support or advance trafficking in persons, including the following acts:
      - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

2. Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
    - a. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or
    - b. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;
  3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;
  4. Charging recruited employees a placement or recruitment fee; or
  5. Providing or arranging housing that fails to meet the host country's housing and safety standards.
- ii. The FAA may unilaterally terminate this grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this grant:
- a) is determined to have violated a prohibition in paragraph (2)(a) of this grant; or
  - b) has an employee that is determined to have violated a prohibition in paragraph(ii)(a) of this grant through conduct that is either:
    1. Associated with the performance under this grant; or
    2. Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. *Provisions applicable to a sponsor other than a private entity.*
- i. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient is a private entity under this award:
    - a) is determined to have violated a prohibition in paragraph (2)(a) of this grant or
    - b) has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this grant through conduct that is either:
      1. Associated with the performance under this grant; or
      2. Imputed to the sponsor or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by the FAA at 2 CFR Part 1200.
- d. *Provisions applicable to any sponsor or subrecipient.*

- i. The sponsor or subrecipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this grant.
  - ii. The FAA's right to unilaterally terminate this grant as described in paragraphs (2)(b) or (3)(a) of this grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this grant.
  - iii. The sponsor must include the requirements of paragraph (2)(a) of this grant award term in any subaward it makes to a private entity.
  - iv. If applicable, the sponsor must also comply with the compliance plan and certification requirements in 2 CFR § 175.105(b).
- e. *Definitions. For purposes of this grant award, term:*
- i. "Employee" means either:
    - a) An individual employed by the sponsor or a subrecipient who is engaged in the performance of the project or program under this grant; or
    - b) Another person engaged in the performance of the project or program under this grant and not compensated by the sponsor or a subrecipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.
  - ii. "Private Entity" means:
    - a) Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR § 200.1.
    - b) The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7102).

- 23. Grant Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 24. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated **March 21, 2023**, is incorporated herein by reference, or is submitted with the project application and made part of this Grant Agreement.
- 25. Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4701, an employee of a grantee, subgrantee contractor, recipient, or subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The grantee, subgrantee, contractor,

recipient, or subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712. See statutory requirements for whistleblower protections at 10 U.S.C. § 4701, 41 U.S.C. § 4712, 41 U.S.C. § 4304, and 10 U.S.C. § 4310.

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and implementing regulations (49 CFR Part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. The sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, and genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.
- 29. Applicable Federal Anti-Discrimination Laws.** The sponsor agrees:
- a. That its compliance in all respects with all applicable federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C § 3729(b)(4) and
  - b. To certify that it does not operate any programs promoting Diversity, Equity, and Inclusion (DEI) that violate any applicable federal anti-discrimination laws.
- 30. National Airspace System Requirements.**
- a. The sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

- b. If FAA determines that the sponsor has violated subsection a., the FAA may impose a remedy, including:
    - (1) Additional conditions on the award;
    - (2) Consistent with 49 U.S.C Chapter 471, any remedy permitted under 2 CFR §§ 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 CFR part 180; or
    - (3) Any other remedy legally available.
  - c. In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.
  - d. The sponsor acknowledges that amounts that the FAA requires the sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 CFR § 200.346 and the Federal Claims Collection Standards (31 CFR Parts 900–904).
31. **Signage Costs for Construction Projects.** The sponsor agrees that it will require the prime contractor of a federally-assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

### SPECIAL CONDITIONS

32. **Lighting.** The sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
33. **Airport - Owned Visual or Electronic Navigation Aids in Project.** The sponsor agrees that it will:
  - a. Provide for the continuous operation and maintenance of any navigational aid funded under this Grant Agreement during the useful life of the equipment unless the equipment is transferred by agreement to the FAA in accordance with 49 U.S.C. § 44502(e);
  - b. Prior to commissioning, assure the equipment meets the FAA's standards; and
  - c. Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR Part 77 aeronautical survey.
34. **Protection of Runway Protection Zone - Airport Property.** The sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the sponsor unless approved by the FAA.
35. **Protection of Runway Protection Zone - Easement.** The sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.

- 36. Plans and Specifications Approval Based Upon Certification.** The FAA and the sponsor agree that the FAA's approval of the sponsor's Plans and Specification is based primarily upon the sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The sponsor understands that:
- a. The sponsor's certification does not relieve the sponsor of the requirement to obtain prior FAA approval for modifications to published FAA airport development grant standards or to notify the FAA of any limitations to competition within the project;
  - b. The FAA's acceptance of a sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and
  - c. If the FAA determines that the sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this grant and associated grants.
- 37. Buy American Executive Orders.** The sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 38. Usable Unit of Development.** The FAA and the sponsor agree this grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the sponsor receives any additional federal funding.
- 39. Construction Safety Phasing Plan.** In accordance with FAA Advisory Circular 150/5370-2G, Operational Safety on Airports During Construction, and any applicable amendment or update to the Advisory Circular, the sponsor understands and agrees that construction will not commence until FAA has approved the Construction Safety Phasing Plan and Points of Interest airspace case for the project(s) described in this grant, and the project application.
- 40. Agency Agreement:** The FAA in tendering this offer on behalf of the United States recognizes the existence of an agency relationship between the **City of Beatrice, Nebraska**, as principal, and the Nebraska Department of Transportation, Aeronautics Division, as agent, created by the Agency Agreement entered into on **03/16/2026**. The Sponsor agrees that it will not amend, modify or terminate said Agency Agreement without prior approval in writing of the FAA.

The sponsor's acceptance of this offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the sponsor, as hereinafter provided, and this offer and acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the sponsor with respect to the accomplishment of the project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the sponsor's acceptance of this offer.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**



\_\_\_\_\_  
*(Signature)*

**Rodney N. Joel**

\_\_\_\_\_  
*(Typed Name)*

**Director, Central Region Airports Division**

\_\_\_\_\_  
*(Title of FAA Official)*

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<sup>1</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**Part II - Acceptance**

The sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing offer, and does hereby accept this offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this offer and in the Project Application.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated \_\_\_\_\_

**City of Beatrice, Nebraska**

\_\_\_\_\_  
*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

<sup>2</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**CERTIFICATE OF SPONSOR’S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of  [Nebraska] . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 ( P.L. 117-103); Consolidated Appropriations Act, 2023 ( P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

**Please read the following information:** By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>3</sup>

Dated at \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature of Sponsor’s Attorney)*

<sup>3</sup> Knowingly and willfully providing false information to the Federal Government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

**ASSURANCES**  
**AIRPORT SPONSORS**

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**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, USC, subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.****1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a Grant Offer of federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

**2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of federal aid for the project.

**3. Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of federal funds for this grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**FEDERAL LEGISLATION**

- a. 49 USC subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 USC §§ 3141-3144, 3146, and 3147, et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act — 29 USC § 201, et seq.
- d. Hatch Act — 5 USC § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 — Section 106 — 54 USC § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 — 54 USC § 312501, et seq.<sup>1</sup>
- h. Native Americans Grave Repatriation Act — 25 USC § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 USC § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 USC § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 USC § 4012a.<sup>1</sup>
- l. 49 USC § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 USC § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 USC § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 USC § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 USC § 4151, et seq.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 USC § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act — 40 USC § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act — 18 USC § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 USC § 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 USC § 1271, et seq.
- x. Single Audit Act of 1984 – 31 USC § 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 – 41 USC §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.
- cc. Build America, Buy America Act, P.L. 117-58, Title IX.
- dd. Endangered Species Act – 16 USC 1531, et seq.
- ee. Title IX of the Education Amendments of 1972, as amended – 20 USC 1681–1683 and 1685–1687.
- ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 USC 1101, et seq.
- gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 USC § 4541, et seq.
- ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 USC § 1352.

#### EXECUTIVE ORDERS

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- h. Executive Order 14154 – Unleashing American Energy
- i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**FEDERAL REGULATIONS**

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
- b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.<sup>3,4,5</sup>
- c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.<sup>1</sup>
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.<sup>1</sup>
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.<sup>1, 2</sup>
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.<sup>1</sup>
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

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**FOOTNOTES TO ASSURANCE (C)(1)**

- <sup>1</sup> These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- <sup>3</sup> 2 CFR Part 200 contains requirements for state and local governments receiving federal assistance. Any requirement levied upon state and local governments by this regulation shall apply where applicable to private sponsors receiving federal assistance under Title 49, United States Code.
- <sup>4</sup> Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- <sup>5</sup> Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

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**SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal Government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to 49 USC § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the state in which the project is located to plan for the development of the area surrounding the airport.

**7. Consideration of Local Interest.**

It has given fair consideration to the interest of communities in or near where the project may be located.

**8. Consultation with Users.**

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

**9. Public Hearings.**

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

**10. Metropolitan Planning Organization.**

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

**11. Pavement Preventive Maintenance-Management.**

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

**12. Terminal Development Prerequisites.**

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 USC § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

**13. Accounting System, Audit, and Record Keeping Requirements.**

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 USC §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 USC § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### **18. Planning Projects.**

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a federal airport grant.

#### **19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
  1. Operating the airport's aeronautical facilities whenever required;
  2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
  3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which federal funds have been expended.

## **20. Hazard Removal and Mitigation.**

It will take appropriate action to ensure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

## **21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which federal funds have been expended.

## **22. Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

### **23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

### **24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the federal share of an airport development, airport planning or noise compatibility project for

which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

## **25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 USC § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 USC § 47107.

## **26. Reports and Inspections.**

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. The airport owner or operator will maintain a current airport layout plan of the airport showing:
  - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
  - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.
  
- b. Subject to subsection 49 USC § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.
  
- c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—
  - 1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or
  - 2. complies with the portions of the plan approved by the Secretary.
  
- d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
  - 1. eliminate such adverse effect in a manner approved by the Secretary; or
  - 2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d to 2000d-4); creed and sex per 49 USC § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**Beatrice Municipal Airport**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 ( 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in federally-assisted programs of the DOT acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

### **31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
  1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
  2. Reinvestment in an approved project that is eligible for grant funding under 49 USC § 47117(e);
  3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 USC §§ 47114, 47115, or 47117;
  4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
  5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

### **32. Engineering and Design Services.**

If any phase of such project has received federal funds under Chapter 471 subchapter 1 of Title 49 USC, it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

### **33. Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

### **34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars ([https://www.faa.gov/airports/aip/aip\\_pfc\\_checklist](https://www.faa.gov/airports/aip/aip_pfc_checklist)) for AIP projects as of March 16, 2026.

**35. Relocation and Real Property Acquisition.**

- a. It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 USC § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 USC § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
  1. Describes the requests;
  2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**40. Access to Leaded Aviation Gasoline**

- a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.
- b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.
- c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 USC § 46301.

**Beatrice Municipal Airport (KBIE)**  
**Beatrice, Nebraska**  
AIP Project No. 3-31-0009-025/026/027 (G04&G05)  
PAPI and REIL

**COST SUMMARY:** (March 2026)

**Construction (Danielle's Approach)**

Base Bid (PAPI)	\$607,270.05
Alternate Bid (REIL)	\$92,412.15
Additional insured	<u>\$0.00</u>
Subtotal	\$699,682.20

**Flight Check**

estimated cost from FAA	\$26,596.08
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**Engineering (Benesch)**

Design	\$99,639.00
Bidding	\$9,085.00
Construction	\$88,527.00
Close Out	<u>\$8,212.00</u>
Subtotal	\$205,463.00

**Independent Fee Estimate**

Airport IFE	\$2,600.00
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**Audit**

NA

**Admin/Audit/Pub/Etc.**

NDA	\$195.72
Legal	\$100.00
Audit/Publication	<u>\$100.00</u>
Subtotal	\$395.72

TOTALS	<u>\$934,737.00</u>
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**SUMMARY OF FUNDS:** (March 2026)

Local	\$30,577.00	
State	\$16,160.00	
Federal (-025 CDS 95%)	\$190,000.00	20%
Federal (-026 IJA 95%)	\$430,000.00	46%
Federal (-027 AIP 95%)	\$268,000.00	29%
Total	\$934,737.00	

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

**WHEREAS**, the City of Beatrice, Nebraska ("City") is developing a transportation project for which it intends to obtain Federal funds; and

**WHEREAS**, the City, as a sub-recipient of Federal-Aid funding, is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-Aid project.

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

**SECTION 1.** That the Mayor is hereby authorized to sign the Preliminary Engineering Services Agreement between the City of Beatrice, Nebraska and Olsson, Inc:

NDOT Project Number: TAP-FLTP-34(44)

NDOT Control Number: 13488

NDOT Project Description: Beatrice Homestead Trail

A copy of said Preliminary Engineering Services 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 20<sup>th</sup> day of April, 2026.

Attest:

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

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

Exhibit "A"

Task Order Agreement No.	BK2622
Master Agreement No.	BK2116
Effective (NTP) Date	3/18/2026
Task Order Amount	CPFF \$178,311.89

**ON-CALL PROFESSIONAL SERVICES  
TASK ORDER AGREEMENT  
LPA PROJECTS**

CITY OF BEATRICE  
OLSSON, INC.  
PROJECT NO. TAP-FLTP-34(44)  
CONTROL NO. 13488  
BEATRICE HOMESTEAD TRAIL  
PRELIMINARY ENGINEERING SERVICES

**THIS AGREEMENT** is between City of Beatrice ("LPA") and Olsson, Inc. ("Consultant"), and collectively referred to as the "Parties".

**WHEREAS**, Consultant entered into an On-Call Professional Services Master Agreement, No. BK2116 ("Master Agreement"), with the Nebraska Department of Transportation ("State") wherein Consultant agreed to provide Preliminary Engineering Services for future Federal-aid transportation projects, when selected by LPA or State, and

**WHEREAS**, LPA desires that this project be developed and constructed under the designation of Project No. TAP-FLTP-34(44) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, attached as Exhibit "D" and incorporated herein by this reference, and

**WHEREAS**, LPA, or State on LPA's behalf, selected Consultant to provide Preliminary Engineering Services ("Services") for the project Consultant has been selected, and

**WHEREAS**, the Parties wish to enter into a task order agreement ("Task Order"), to provide for the completion of the Services for the project for which Consultant has been selected, and to specify the duties and obligations for the Parties for the Services described herein, and

**WHEREAS**, solely for convenience, consistency and in an attempt to obtain federal funding for Consultant services, the Parties intend that this task order agreement ("Task Order") include some of the provisions of the Master Agreement between Consultant and State, and

**WHEREAS**, Consultant and LPA intend that the Services provided by Consultant comply with all applicable federal-aid transportation project related program requirements so that Consultant's costs under this Task Order will be eligible for federal reimbursement, and

**WHEREAS**, the LPA and Consultant intend that this Task Order be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal Aid Projects; hereinafter referred to as LPA Manual. The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

**WHEREAS**, Consultants primary contact for LPA's project is LPA's Responsible Charge when LPA is managing the project, and

**WHEREAS**, Consultant's primary contact for LPA's project is State's Project Coordinator when State is managing the project on behalf of LPA, and

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

WHEREAS, Consultant's primary contact for State's project is State's Project Coordinator.

WHEREAS, the Parties understand that State is involved in this federal-aid project on behalf of the FHWA only for issues related to the eligibility of the project for reimbursement of project costs with federal-aid funds.

NOW THEREFORE, in consideration of these facts, Consultant and LPA agree as follows:

**SECTION 1. CONTACT INFORMATION**

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	Olsson, Inc.
Consultant/Vendor Number	6074
Address	601 P Street, Suite 200, Lincoln, NE 68508
Project Manager's Name	Patrick Lusk
Project Manager's Phone	402-458-5004

1.2 State RC/PL

Name	Paul Kieper
Phone Number	402-479-3944

1.3 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

**SECTION 2. NOTICE TO PROCEED AND COMPLETION SCHEDULE OF THE SERVICES**

- 2.1 State, on LPA's behalf, issued Consultant a written Notice to Proceed on March 18, 2026. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be paid by State on LPA's behalf.
- 2.2 In the event that prior to the Effective Date of this Task Order, LPA, State on LPA's behalf, issue Consultant a Notice to Proceed and Consultant began work, State, on LPA's behalf, will pay for such work in accordance with this Task Order and the Parties are bound by this Task Order as if the work had been completed after the Effective Date of this Task Order.
- 2.3 Consultant shall complete all the Services required under this Task Order in a satisfactory manner by June 30, 2027. Costs incurred by Consultant after the completion date will not be eligible for reimbursement unless LPA, or State on LPA's behalf, has provided a written extension of time. Extensions of the time to complete the services must not be construed as an extension to the duration of this Task Order.
- 2.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributed to LPA or State, may, upon request, constitute a basis for an extension of time.

**SECTION 3. DURATION OF THIS TASK ORDER (Matches Project Lifespan)**

- 3.1 Effective Date -- This Task Order is effective when executed by the Parties.
- 3.2 Expiration Date -- This Task Order expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

- 3.3 Duration of this Task Order – This Task Order duration is from the Effective Date to the Expiration Date. This Task Order duration is “specified” under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 3.4 Identifying Date – This Task Order may be identified by the date LPA signed this Task Order.
- 3.5 Termination or Suspension – LPA, or State on LPA’s behalf, reserves the right to terminate or suspend this Task Order at any time for any of the reasons provided herein.

**SECTION 4. TASK ORDER SCOPE OF SERVICES**

- 4.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering Services for project TAP-FLTP-34(44), in Beatrice, Nebraska. The Scope of Services (“Services”) is outlined in Exhibit “A”, attached and incorporated herein by this reference.
- 4.2 Exhibits “A” and “B” are the result of the following process:
- 4.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
- 4.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
- 4.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee Proposal document, as shown in Exhibit “A” and Exhibit “B”, attached and incorporated herein by this reference.
- 4.3 LPA, or State on LPA’s behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 4.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit “C”, attached and incorporated herein by this reference.
- 4.5 Upon receiving a written notice to proceed from LPA, or State on LPA’s behalf, Consultant shall complete the Services required under this Task Order and in accordance with the terms of the Master Agreement.

**SECTION 5. STAFFING PLAN (For PE Services, TO)**

- 5.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit “B”, attached and incorporated herein by this reference. The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide services under this Task Order. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Task Order. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key

## ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

- personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 5.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the services on schedule will be cause for termination of this Task Order, with settlement to be made as set out on Exhibit "C" attached and incorporated herein by this reference.

### **SECTION 6. NEW EMPLOYEE WORK ELIGIBILITY STATUS (Task Order)**

- 6.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 6.2 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby attests to the truth of the following certifications, and agrees as follows:
- Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all Subconsultants, by contractual agreement, to require the same registration and verification process.
- 6.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Task Order. This form is available on the Nebraska Department of Transportation's website at <http://dot.nebraska.gov/media/2802/dr289.pdf>.
  - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
  - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

### **SECTION 7. FEES AND PAYMENTS**

- 7.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 7.2 The maximum payment amounts and general provisions concerning payment under this Task Order are set out on Exhibit "C".

**SECTION 8. SUSPENSION OR TERMINATION** (Unique)

8.1 Suspension or Termination

LPA, or State on LPA's behalf, has the absolute and exclusive right to suspend the work, or terminate this Task Order at any time and for any reason and such action on its part will in no event be deemed a breach of this Task Order by LPA, or State on LPA's behalf. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which this Task Order may be suspended or terminated:

- a. A loss, elimination, decrease, or re-allocation of funds that, in the sole discretion of LPA, or State on LPA's behalf, make it difficult, unlikely, or impossible to have sufficient funding for the Services or the project
- b. LPA, or State on LPA's behalf, abandons the Services or the project for any reason
- c. Funding priorities of LPA, or State on LPA's behalf, have changed
- d. LPA, or State on LPA's behalf, determines, in its sole discretion, that the interests of LPA, or State on LPA's behalf, are best protected by suspension or termination of this Task Order
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Task Order or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel as determined by LPA, or State on LPA's behalf
- g. Consultant has not made sufficient progress to assure that the Services are completed in accordance with the schedule in attached Exhibit "A" or in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Task Order
- j. Consultant's breach of a provision of this Task Order or failure to meet a condition of this Task Order
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

8.2 Suspension

- a. Suspension for Convenience. LPA, or State on LPA's behalf, may suspend for convenience by giving Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA, or State on LPA's behalf, a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.
- b. Suspension for Cause. If LPA, or State on LPA's behalf, suspends Consultant's work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, LPA, or State on LPA's behalf, will give

Consultant notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. LPA's notice of suspension, or State's notice of suspension on LPA's behalf, will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA, or State on LPA's behalf, to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA, or State on LPA's behalf. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Task Order.

8.3 Termination

If LPA, or State on LPA's behalf, terminates this Task Order, LPA, or State on LPA's behalf, shall give Consultant notice of the date of termination, which shall be no fewer than three (3) business days after notice is given. Notice of termination from LPA, or State on LPA's behalf, shall provide Consultant with a description of the reason(s) for the termination. Notice from LPA, or State on LPA's behalf, must specify when this Task Order will be terminated along with the requirements for completion of the work under this Task Order. Consultant's right to incur any additional costs shall cease at the end of the day of termination or as otherwise provided by LPA, or State on LPA's behalf.

8.4 Compensation upon suspension or termination

If LPA, or State on LPA's behalf, suspends the work or terminates this Task Order, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Task Order, LPA, or State on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Task Order. In the event of termination of this Task Order for cause, LPA, or State on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

**SECTION 9. SECTIONS INCORPORATED BY REFERENCE**

For the convenience of the parties, for consistency for funding review, and in an effort to reduce the length of this Task Order, the LPA and Consultant agree to be bound by and hereby incorporate by this reference as if fully set forth herein, Sections 11 through 13, and 15 through 28 of Master Agreement (BK2478) between State and Consultant, dated December 10, 2024, for On-call Preliminary Engineering for LPA projects, with one recurring change:

The LPA and Consultant agree to meet the requirements of all incorporated provisions and represent that by signing this Task Order, they expressly certify to any required certifications contained in those provisions. Although some of the provisions of the Master Agreement are incorporated herein by reference, it is understood that the State is not a party to this Task Order and shall have no obligations or duties under this Task Order.

**SECTION 10. CONSULTANT CERTIFICATIONS**

10.1 The undersigned duly authorized representative of Consultant, by signing this Task Order, hereby reaffirms, under penalty of law, to the best of my knowledge and belief, the truth of the certifications set out in SECTION 29. CONSULTANT CERTIFICATIONS of the Master Agreement, with one change:

“LPA, or State on LPA’s behalf” should be substituted in for any reference in that section of the Master Agreement to “State” unless the context would otherwise require.

10.2 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Task Order is a lump sum, specific rates of compensation, or actual cost-plus-a-fixed fee professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Task Order are accurate, complete, and current as of the date of this Task Order. I agree that this Task Order price and any additions thereto shall be adjusted to exclude any significant sums by which the LPA determines the agreement price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

**SECTION 11. LPA CERTIFICATION**

11.1 By signing this Task Order, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Task Order to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

11.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Task Order involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

**SECTION 12. SEVERABILITY**

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

**SECTION 13. COMPLETENESS**

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

ON-CALL PROFESSIONAL SERVICES TASK ORDER AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Task Order pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Task Order, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 10 day of April, 20 26

OLSSON, INC.  
Anthony Baumert

  
Client Relationship Manager

STATE OF NEBRASKA)  
LANCASTER )ss.  
← DOUGLAS COUNTY )

SUBSCRIBED AND SWORN to before me this 10 day of April, 2026.

DELORES M PFLUEGER  
General Notary - State of Nebraska  
My Commission Expires Oct 31, 2028

  
Notary Public

EXECUTED by the City of Beatrice this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF BEATRICE  
Bob Morgan

\_\_\_\_\_  
Mayor

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk

STATE OF NEBRASKA  
DEPARTMENT OF TRANSPORTATION  
Form of Agreement Approved for  
Federal Funding Eligibility:

\_\_\_\_\_  
Date



## EXHIBIT "A"

### PROJECT DESCRIPTION AND LOCATION

Project Name: "Beatrice Homestead National Monument Trail"  
Project Number: 34(44)  
Control Number: 13488  
Location: Gage County

### REASON FOR AMENDMENT

The Consultant is required to provide additional services to complete the Right-of-Way (ROW) design plans and final design of the project. Services include project management, meetings, survey, plans specifications, and estimates (PS&E) submittals, ROW design and Utility Relocation/Reconstruction.

### AMENDED SECTION(S)

The scope of services of the above referenced agreement shall be amended to add the following.

### PROJECT MANAGEMENT, QUALITY CONTROL & MEETINGS

1. **Project Management.** This task includes activities to continue to monitor project schedules, workload assignments and internal cost controls throughout the project. Also included are efforts to prepare and process invoices, prepare monthly progress reports, and prepare project correspondence with the LPA Project Contact and to NDOT and maintain project records.
2. **Project Description/ Purpose and Need/ Project Details:** The Consultant shall work with NDOT and the NEPA Consultant to update the Project Descriptions (NDOT 182), Project Details (NDOT 173), Purpose and Need Statement (NDOT 213), and the Project Activities form.
3. **Quality Assurance/Quality Control.** The Consultant will perform QA/QC checks before each milestone submittal of the project which include but are not limited:
  - Draft PS&E Submittal
  - Final PS&E Submittal
4. **Meetings**
  - b. **Project Coordination Meetings** the Consultant will meet with the LPA and NDOT to discuss the status of plan development and coordinate design activities at different stages throughout the project. The consultant should anticipate 3 virtual meetings (PCMs 70, 80 and 90). The Consultant will be responsible for preparing meeting minutes from the discussion on this project and shall prepare required materials prior to the meeting as listed on the agenda for PCM meeting.
  - e. **Encroachment Review Meeting:** The Consultant will conduct a desktop encroachment review meeting to determine the existing features located within public ROW. The Consultant will document any existing features located within the public ROW that are not permitted to be there in a report. Existing encroachments could include: landscaping blocks, signs, furniture, etc. The Consultant will submit an Encroachment Review Report to the LPA and NDOT for documentation. The LPA and NDOT will then contact the associated property owners to require removal of the features prior to construction if necessary. Otherwise, items needing to be removed would not be covered by project costs. Staking of the existing ROW would not be included with this review as determination of the encroachment will be made via measurements from existing hard surface features to determine if they encroach within the ROW via a design review.
    - i. The sections of trail located within existing ROW to be evaluated are:
      1. South side of Hwy N-4 from SW 75<sup>th</sup> Road to River Road
      2. South side of River Road from Hwy N-4 to Graham Street

### SURVEY

9. **Appraisal and Negotiations Staking the Right of Way.** During the appraisals and negotiations, the Consultant will stake new and existing right of way and easements for each property, assume 10 tracts, staked once for the appraisals and then again for negotiations for up 10 tracts. The consultant will also attend an appraisal review meeting and negotiation review meeting with the appraisal and negotiations teams to review project impacts and answer project questions.

10. **Staking for Potholing.** The Consultant will stake the two locations to be potholed above Kinder Morgan's gas line crossings beneath the proposed trail.
11. **Staking Right of Way for Condemnation Hearing.** The Consultant will stake the new and existing right of way prior to the Condemnation Hearing so the Board of Appraiser's can view the proposed taking (to include temporary and permanent easements), assume 3 tract(s).
12. **Condemnation Plats.** The Consultant will prepare condemnation plats. The plat is a unique plan sheet showing the condemned tract along with the metes and bounds reflected in the legal description. A reduced drawing of the section(s) and how the tract in question is situated in that section is also included as part of the plat. Emphasis should be made to keep the plat(s) to a manageable size yet easily readable. A CADD file of the condemnation plat and an electronic version of the legal descriptions will also be submitted, assume 3 tract(s).

#### DRAFT PS&E SUBMITTAL REVIEW

1. **Incorporate review comments** the Consultant will address and incorporate review comments from the Post Plan in Hand Plan review. This task also includes revisions per ROW process, utility coordination, and the environmental process (not to include errors and omissions).
2. **Pavement Marking and Signing:** This task includes design and drafting of trail markings for areas of no-passings (at bridge and intersection approaches), areas of object markings (at bollards) and at crosswalk locations. Signing locations will be designed to place trail route marking signs and trail crossing signs as needed. It is assumed that there will be approximately 8 20-scale pavement marking and signing sheets included in this project.
4. **Utility Coordination.** The Consultant will document the information provided from the utility companies within NDOT's Utility Coordination Template Form (provided by NDOT's Local Assistance Division).
  - a. LPA and NDOT are responsible to coordinate utility agreement negotiations with utilities.
5. **Utility Rehabilitation Plans (K Sheets):** the Consultant will prepare K Sheets that show existing utilities, proposed utility relocations, and buried utilities to be abandoned in place as provided by the utility companies for information only. It is assumed there will be approximately 13 20-scale piggyback utility rehabilitation sheets in this project.
6. **Quantities/Estimates:** This task includes effort to update quantities (based on revisions from this phase) using NDOT standard bid items. This includes preparation of horseblankets for drainage items.
7. **Working Day Calculations.** Working Days for construction activities will be calculated at the Draft PS&E stage and updated at the Final PS&E plan stage.
8. **Special Plans.** This task includes effort to prepare Special Plans for:
  - a. Shallow area inlet at Station 1143+77
  - b. **Box Culvert Extension.** The Consultant shall complete the final design, update plans, quantities, and special provisions for the box culvert extension at Station 1107+55
9. **Miscellaneous:** This task includes completion of any necessary forms as required in the deliverables section such as:
  - a. NDOT Form 64E
  - b. NDOT Form 415
  - c. NDOT Form 280
  - d. NDOT Form 290
  - e. NDOT Form 342
  - f. Special Plans List
  - g. Special Provisions (draft)
  - h. Standard Plan List
10. **Draft PS&E Submittal:** This task includes effort to compile and print the plan set to PDF format. The Consultant shall submit a draft PS&E package, to the Project Liaison and LAD PC for final review. The package will include the plan set and total project quantities. Below is the order the plans are to be arranged in the plan set.

- a. Title Sheet
- b. Typical Cross-Sections
- c. Environmental or Aerial Sheets (including Wetlands)
- d. Horizontal Alignment and Control Points
- e. General Information Sheets
- f. Construction, Removals, Geometrics and Grades
- g. Erosion & Sediment Control (w/ Wetland Areas)
- h. Utility Rehabilitation Plans (K Sheets)
- i. Watermain Reconstruction Sheets
- j. Gas Line Crossing Plan Profile Sheets
- k. Plan and Profile Sheets
- l. Pavement Marking & Signing Plans
- m. RRFB Signal Plans
- n. Earthwork Data Sheets
- o. Drainage Structure Cross-Section Sheets
- p. Special Plans from Bridge (Box Culvert Extension)
- q. Special Plans from Roadway
- r. Right-of-Way Plans
- s. Trail Cross-Sections

The only revisions to the Draft PS&E plans would be modifications resulting from right of way negotiations, design modifications due to unknown utility conflicts, review comments from NDOT or the LPA, or revisions requested by an affected railroad.

DELIVERABLES FOR DRAFT PS&E SUBMITTAL:

- a. Grading Item Summary, NDOT Form 64E
- b. Table of Drainage Summary Items, "Horse blankets"
- c. Length Sheet, NDOT Form 415
- d. OnBase (NDOT RD PS&E Plans)
- e. One full-sized .pdf set each of "Pre PS&E Plans" and "Pre PS&E Cross Sections"
- f. PS&E Required Sheet (Word format), NDOT Form 280
- g. Special Plans list (from NDOT's "Standard/Special Plans" book)
- h. Special Provisions (draft)
- i. Standard Plan list (from NDOT's "Standard/Special Plans" book)
- j. Summary of Quantities, NDOT Form 355

FINAL PS&E SUBMITTAL/BLUE LINE CORRECTIONS

1. **Final PS&E Submittal.** The Consultant shall incorporate review comments and revisions from Draft PS&E into the plan set and special provisions, the Consultant shall prepare and submit all drawings, special provisions, and an estimate of quantities to the LAD Project Coordinator for the final PS&E review.
2. **Address PDU Redlines.** During PS&E Review this includes the effort of addressing any questions or comments that arise during PDU's review and making corrections per PDU Comments (not to include errors or omissions). This includes corrections based on PDU comments that make the plans biddable.
3. **Address PS&E Bluelines.** During PS&E Review this includes the effort of addressing any questions or comments that arise during the PS&E review and making corrections per PS&E Comments (not to include errors or omissions). This includes corrections based on PS&E comments that make the plans biddable (bluelines).
4. **Printing** this includes effort to print and resubmit any sheets that change based on PS&E and PDU comments (not to include errors or omissions).
  - a. Title Sheet (Provided by NDOT)
  - b. Typical Cross-Sections
  - c. Summary of Quantities (Provided by NDOT)
  - d. Summary of Soil and Materials Survey Information (Provided by NDOT)
  - e. Environmental or Aerial Sheets (including Wetlands)
  - f. Horizontal Alignment and Control Points
  - g. General Information Sheets
  - h. Construction, Removals, Geometrics and Grades
  - i. Erosion & Sediment Control (w/ Wetland Areas)
  - j. Utility Rehabilitation Plans (K Sheets)
  - k. Watermain Reconstruction Sheets

- l. Gas Line Crossing Plan Profile Sheets
  - m. Plan and Profile Sheets
  - n. Pavement Marking & Signing Plans
  - o. RRFB Signal Plans
  - p. Earthwork Data Sheets
  - q. Drainage Structure Cross-Section Sheets
  - r. Special Plans from Bridge
  - s. Special Plans from Roadway
  - t. Right-of-Way PS&E Plans
  - u. Trail Cross-Sections
  - v. Standard Plans (Provided by NDOT)
5. **SWPPP Coordination:** This task includes effort to provide information to NDOT for NDOT to prepare the NPDES Construction Stormwater Permit, the Stormwater Pollution Prevention Plan (SWPPP) for the project.
6. **Electronic CADD files** after PS&E corrections, the Consultant shall upload all electronic CADD files to the State's FTP Site (ProjectWise). The following should also be included:
- a. Documentation File (metadata about the files provided, descriptions, etc.)
  - b. CADD Files (\*.DGN format)
    - 1. Alignment File(s), GPK file
    - 2. Roadway Design Feature File(s)
    - 3. ROW Feature File, if applicable
    - 4. Wetlands Feature File
    - 5. Topography Cross Sections (when available)
    - 6. 3D Design Break-line file
  - c. Alignment Data
  - d. LandXML Format
  - e. Machine Control Surface Model files (LandXML format)
    - 1. Existing Ground
    - 2. Proposed Finished Grade
    - 3. ~~Proposed Grading Surface~~
  - f. ~~Super-elevation Transition Diagrams~~
  - g. ~~Super Diagram or Word Document~~
7. **Letting Task**
- a. Answering questions received from Contractors during Letting Phase
  - b. Supplying Information to NDOT for preparing addendums
  - c. ~~Shop drawing review/approvals~~

**Deliverables for Final Plans (PS&E) Phase include**

- a. Revised Waterway Permit Data Sheet, NDOT Form 290
- b. Floodplain Certification Package
  - Floodplain Certification and Permit (if applicable)
- c. Opinion of Probable Construction Cost
- d. Two full-size sets of Final Plan electronic files (one stamped/signed and one unstamped/unsigned both with preliminary stamp removed).
- e. Project Information Sheet, NDOT Form 342
- f. Project Quantity Sheet, NDOT Form 343E
- g. Summary of Quantity Sheets, NDOT Form 355
- h. Summary of Quantities and Locations of Surfaced Driveways/Intersections (if applicable)
- i. Table of Drainage Summary Items, "Horse blankets"
- j. Length Sheet, NDOT Form 415
- k. PS&E Required Sheet, NDOT Form 280
- l. Grading Item Summary, NDOT Form 64E
- m. Special Provisions
- n. Standard Plan listing
- o. Special Plan listing
- p. ~~Certification of Compliance, NDOT Form 366~~

- q. Construction and working day estimates

### RIGHT-OF-WAY DESIGN SERVICES

1. **TITLE RESEARCH** Any additional or updated Title Information would be provided by NDOT.

3. **ROW PLANS**

1. The Consultant shall make ROW design alterations as required by the State during the Appraisal of the ROW. It is assumed that up to 4 tracts would require revisions on this project as a result of the appraisals process. The revisions must be made within five (5) working days after the State requests the revision.
2. Each time an Appraisal Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
3. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
4. Each time a revision to the legal descriptions or Appraisal Plans are made the Consultant shall submit updated versions of all affected electronic legal description text.
5. When submitting revised Appraisal plans or legal descriptions the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans and/or legal descriptions in chronological order for the duration of the appraisal stage.
6. Upon request the Consultant shall submit a ROW staking listing for any tracts requested within three working days of the request. The listing must provide station offsets to the design centerline and coordinates for all ROW, PE, TE, and control of access lines at all break points, TS, SC, CS, ST, TC, CT, centerline deflections, and at every 100 feet or even stations like the cross sections. The staking report shall be provided in Excel and csv formats. Program and instructions for making the staking reports are found on the NDOT website.
7. A pre-appraisal and/or pre-negotiation meeting may be held to inform the appraisers or negotiators of the aspects and history of the project and to answer any questions they may have. A representative of the Consultant shall attend these meetings. The consultant may also be requested to submit a kmz file for use at these meetings.
8. The Consultant shall make ROW design alterations as required by the State during the acquisition phase of the ROW process. The revisions must be made within five working days after the State requests the revision. It is assumed that up to 4 tracts would require revisions on this project as a result of the acquisition / negotiation process.
9. Each time a Negotiation Plan revision is done the date of the revision will be shown in the lower right corner of the revised ROW plan sheet(s).
10. Each time a revision is made to a legal description the date of the revision shall be placed with the tract number, acquisition type, and its sequential number identifier.
11. Each time a revision to the legal descriptions, Negotiation Plans, or staking report is made the Consultant shall submit updated versions of all affected electronic legal description text and staking report files.
12. When submitting revised Negotiation plans, legal descriptions, or staking reports, the Consultant shall include an electronic transmittal sheet listing all revisions made to the plans, legal descriptions, and/or staking reports in chronological order for the duration of the acquisition stage of the project.
13. The Consultant shall submit to the ROW Design Section within seven working days of their request 2 sets of PS&E ROW plans (as described in the Project ROW Plans Format) in PDF format as specified below:
  - a. One PS&E ROW set with Preliminary stamp OFF/Seal OFF uploaded to the \_EPlans folder on ProjectWise with the name of the PDF "13488 ROW Prelim Plans"
  - b. One PS&E ROW set with Preliminary stamp OFF/Seal ON and electronically signed uploaded to the \_EPlans folder on ProjectWise with the name of the PDF "13488 ROW Final Plans"The PS&E plan set shall consist of all Negotiation Plan sheets except the title sheet, situation sheet, and summary of areas sheet (2 sheet); and shall have the following changes made:
  - a. The Negotiation Plan stamp will be removed along with any "revised" stamps.
  - b. Any construction notes will be removed from the ROW plan sheets by shutting off the level(s) in which they are placed except for "Do Not Disturb" notes which are to remain on the PS&E ROW Plans.
14. The Consultant shall stamp, sign, and date PS&E ROW plans. The seal of the Consultant should be CADD generated that is then electronically signed and dated by the Professional Civil Engineer or Registered Land Surveyor registered in Nebraska.
15. The PS&E plans shall incorporate all negotiation plans revisions.

16. The Consultant shall make PS&E corrections as required by the state during the PS&E letting package preparation process. Any updated ROW Design CADD and GEOPAK ROW files shall also be submitted with the revised PS&E ROW plans as necessary. The revisions must be made within five working days after the state requests the revision.

#### UTILITY RELOCATION/RECONSTRUCTION

- 1) **Existing Water Main Relocation/Reconstruction.** The Consultant shall identify existing water mains owned by the Lower Big Blue Natural Resource District (LBBNRD) that are in conflict with project improvements. Project improvements are to be designed around existing water mains as much as practical; however, in some situations relocating the water main will produce an improved engineering design. Engineering judgment shall be used to determine when to relocate a water main. This task involves minor relocations such as, but not limited to, looping water mains due to a conflict or relocating hydrants. Water mains which are relocated shall be placed to meet the minimum horizontal and vertical separation requirements set forth in the NDHHS Design and Installation Guide for Water Main. Two areas or relocations are anticipated:
  - a. Fire Hydrant Relocation at Sta. 1065+00 RT
  - b. Water Service Relocation at Sta. 1061+70 RT

Water main details, special provisions and coordination with the LBBNRD are assumed within this task to address the relocation needs of the rural water main.

- 2) **Gas Line Crossing Plan Profile** The Consultant shall identify the two locations where the trail crosses above Kinder Morgan's high pressure gas lines within utility plans depicting the trail's location above the gas line in both plan and cross section views. The Consultant shall use information gathered by potholing techniques on the depths of the gas main to depict the separation of the trail crossing above the utility.
- 3) **Potholing Coordination.** The Consultant shall coordinate with Kinder Morgan and a potholing contractor to perform the potholing requirements of the gas line utility. Crossing locations are anticipated at Stations 1092+10 and 1101+50. Surveyed locations of the trail centerline, existing ROW and easements above the gas line's ROW are assumed within this task as well to determine the exact location of the potholed depths in the field. Potholing depths are requested at:
  - a. The centerline of the trail
  - b. The existing ROW
  - c. The proposed temporary or permanent easements through the gas line's ROW

This task assumes time for phone call conversations and a virtual teams call if needed to coordinate times/dates for performing the potholing work. A site visit to observe the potholing is also assumed for this task. Additional this task assumes time to compile and submit materials for Kinder Morgan's review as well as addressing comments and questions on submitted materials. It is assumed that the time to address any revisions to the design to gain required vertical separation from the buried gas line utility is included in the Incorporate Review Comments line of the Draft PS&E Submittal Review section above.

#### DELIVERABLES

1. Required Materials and Agendas for PCM Meetings
2. Utility Coordination Forms
3. Encroachment Review Report
4. Staking for Appraisals, Negotiations, & Condemnations (if applicable)
5. Condemnation Plats (if applicable)
6. Draft PS&E Plans and Deliverables (as described in the Draft PS&E Submittal Section)
7. Final PS&E Plans and Deliverables (as described in the Final PS&E Submittal Section)
8. Negotiation Plans
9. PS&E ROW Plans
10. Archived ROW Plans

SCHEDULE

1. Notice to Proceed (NTP)	Mar. 18, 2026
2. PCM 50 Meeting (If needed)	Mar. 2026
3. Anticipated Approved CE	April 2026
4. <u>Anticipated NTP for Supplement No. 2 -- Final Design</u>	<u>May 2026</u>
5. PCM 70 Meeting	May 2026
6. Begin ROW Appraisal, Negotiation & Acquisition Process	June 2026
7. Draft PS&E Submittal	Sept. 2026
8. PCM 80 Meeting (If needed)	2026
9. PS&E Submittal	Dec. 2026
10. Anticipated Completed ROW Acquisitions	Mar. 2027
11. PCM 90 Meeting	Mar. 2026
12. Anticipated Project Letting	May 2027
13. <u>Contract Amendment End Date</u>	<u>June 2027</u>
14. Anticipated Construction Duration	Summer 2027 – Spring 2028

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

**WHEREAS**, the Southeast Nebraska Development District (“SENDD”) was awarded grant funding from the United States Environmental Protection Agency’s Brownfield Grant Program for park planning and assessment study; and

**WHEREAS**, SENDD desires to retain Stantec Consulting Services, Inc., to conduct park planning and assessment study of the Dempster Site located at 711 South 6<sup>th</sup> Street and the surrounding area for the purpose of developing a Master Plan; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice, Nebraska desire to consent to the scope of the proposed park planning and assessment study.

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 for the City of Beatrice, Nebraska hereby consent to the scope of the proposed park planning and assessment study of the Dempster Site located at 711 South 6<sup>th</sup> Street and the surrounding area commissioned by SENDD. A copy of the Agreement between SENDD and Stantec Consulting Services, Inc., 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 20<sup>th</sup> day of April, 2026.

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor

Exhibit "A"



March 25, 2026  
File: 01 - MBD

**Attention:** Tobias J. Tempelmeyer  
City Administrator / General Manager  
City of Beatrice, Nebraska  
400 Ella Street  
Beatrice, NE 68310

Dear Tobias,

**Reference: Concept Design & Master Plan Services – Park & Adjacent Corridor Opportunities**

Thank you for taking the time to discuss your exciting project. We appreciate the opportunity to collaborate with you to develop conceptual designs for the areas discussed during our Teams call. Our approach is grounded in a collaborative partnership that builds upon the foundation already established with Frank's team, while identifying new opportunities for outdoor recreation, placemaking, and potential revenue generation that support your community's long-term goals. We specialize in experience-based park and recreation design that creates memorable, authentic connections between users and place—encouraging activity, community pride, and sustained engagement.

While we are strong visionaries, we are also practical designers. Our team has worked with communities of all sizes and understands the realities associated with funding, construction, long-term maintenance, and operations. These considerations are integrated into our conceptual design process to ensure that proposed ideas are aspirational yet achievable.

Please do not hesitate to contact us if you have any questions regarding this proposal for concept design and master planning services for your park and adjacent corridors. We have also included optional scope items for consideration, including enhanced visualization tools that may help build understanding and support for the selected concept. We would welcome the opportunity to discuss this proposal further and look forward to collaborating with you.

Regards,

Kelly VanElders, Park Planning & Design  
Frank Uhlarik, Asset Transformation/Brownfields

## Task 1 – Concept Design

Design with community in mind

Reference: Concept Design & Master Plan Services – Park & Adjacent Corridor Opportunities

## Objective

The objective of this task is to establish a clear understanding of existing site conditions, program requirements, and short- and long-term goals for the sports complex and adjacent opportunities. Based on this understanding, Stantec will explore conceptual site organization strategies, including bubble diagrams and circulation/flow concepts that respond to program needs and operational considerations.

## Scope of Services

### A. Site Discovery

- Prepare a conceptual base plan
- Review desired program elements, operational needs, maintenance and storage requirements, brownfield limits considerations and traffic patterns
- Identify and consider adjacent opportunities such as trail expansion, river access/launches, campsites, and other potential outdoor recreation amenities

### B. Goals & Program Development

- 1) Establish high-level phasing goals and objectives for short- and long-term implementation and determine approximate spatial needs
- 2) Identify potential programming options and complementary uses that support established park goals, including relationships between uses
- 3) Develop preliminary site plan concepts
- 4) Identify desired user amenities and experience objectives
- 5) Prepare two (2) high-level conceptual plan-view alternatives for review
- 6) Conduct one (1) online Teams meeting to review initial concepts, gather feedback, and confirm direction for the master plan

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## Deliverables

- Summary of program elements
- Two (2) conceptual plan-view alternatives
- Supporting design visuals

## Concept Design Schedule

Approximately 2–3 weeks from project kickoff.

## Task 2 –Master Plan

### Objective

The objective of this task is to refine the selected concept design into a cohesive conceptual master plan that reflects client feedback and establishes a clear framework for future implementation.

### Scope of Services

**Design with community in mind**

**Reference:** Concept Design & Master Plan Services – Park & Adjacent Corridor Opportunities

- 1) Prepare a scaled conceptual master plan identifying existing and future program elements, including but not limited to:
  - Park Amenities
  - Parking areas
  - Pedestrian and gathering spaces
  - Play areas
  - Trails and paths, including waterways
  - Neighborhood connections
  - Roads and internal circulation
  - Support structures
  - Solutions for the limitations due to brownfield impacts
  - Identified recreational opportunities beyond the park boundary, into the corridors.
- 2) Develop design visuals and/or character sketches illustrating key proposed elements
- 3) Prepare a narrative describing the design approach and guiding principles
- 4) Conduct one (1) online Teams presentation to review the draft master plan
- 5) Incorporate one (1) round of revisions based on client feedback
- 6) Prepare a final Concept Master Plan document in PDF format
- 7) Conduct one (1) final online presentation with the client

#### **Deliverables**

- 1) One (1) rendered conceptual site plan
- 2) Design visuals (photographs and/or character sketches)
- 3) Narrative describing the design approach and potential phasing strategy
- 4) Final conceptual master plan (plan view and narrative)

#### **Master Plan Schedule**

Presentation of the draft master plan approximately 3-4 weeks following approval of the preferred concept.

**Base Fee for Task 1 & 2: \$20,600, lump sum.**

Expenses would be in addition to the fee. Potential expenses include printing. If additional services below are requested, then mileage, and meal/ incidentals will be added.

### **Optional Concept / Master Plan Scope Items**

1. **Site Visit** – Meeting with City of Beatrice. An on-site visit provides valuable insight into existing conditions and opportunities. Includes a two-hour meeting and site tour with Kelly VanElders and potentially additional Stantec team members. Fee: \$3,450 (includes drive time for 1–2 staff from the Kansas City area)
2. **Public Engagement.** Public Engagement can be a broad range of options from a single 1-2 hour meeting with just stakeholders to an entire multi-meeting, online process. If desired, we will discuss

**Design with community in mind**

Reference: Concept Design & Master Plan Services – Park & Adjacent Corridor Opportunities

what is appropriate and provide a scope reflecting the services to accommodate the task. Fees can range from \$12,500- over \$60,000 depending on level of scope.

3. **CAD-Based Master Plan** If client prefers the master plan drawing be input into a Computer Aided Drawing, the Stantec Landscape Architecture (LA) team can provide additional service fee depending on the level of detail desired. This could come in handy as you begin to implement the plan and make changes. Estimate range: \$2,800-\$5,200.

## Optional Renderings / Presentation Graphic Tools

If the client desires additional support material for the purposes of fundraising, publications, website, or media distribution, the Stantec LA team can provide a wide range of additional renderings, drawings, or design visuals to support the visitor experience and overall character of the retail/amenity concept plan in more detail using enhanced 3-Dimensional Lumion perspectives, fly through videos or interactive websites with 3-4 detailed perspective view drop-ins. This additional service can be added at any time and fees would be negotiated based on illustration type, level of detail, and quantity needed. Please note that the sooner in the process we know that the Client wants to add one of these options, the more detailed and better the final product will be.

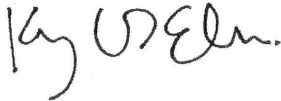
- A. **Alternate – 1:** 3D Perspective options: \$9,800 + \$2,800-\$5,200 (the CAD option above must be conducted to perform this task because we need the master plan put into CAD to create the renderings.
  - Additional SketchUp Lumion 3D rendering with more detail or other perspective views.
  - Additional renderings can be added at any time and fees would be negotiated based on illustration type, level of detail, and quantity needed.
- B. **Alternate – 2:** Video fly-throughs: Must do Alternate 1, Add \$9,600 (plus Alternate 1)
  - In addition to Alternate 1, video fly throughs can be added at any time and fees would be negotiated based on level of detail, and quantity needed.
- C. **Alternate- 3:** additional meetings or revisions if necessary:
  - Meetings with client/stakeholders, public, Boards, Developers, or City officials.
  - Revisions will be negotiated reflective of the level of effort necessary.

March 25, 2026  
Tobias J. Tempelmeyer  
Page 5 of 2

Reference: Concept Design & Master Plan Services – Park & Adjacent Corridor Opportunities

Regards,

**Stantec Consulting Services Inc.**



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**Kelly VanElders** PLA, LEED AP, ENV SP, CLARB  
Principal, Senior Landscape Architect  
Phone: 913.905.3415  
kelly.vanelders@stantec.com

By signing this proposal, The City of Beatrice, NE and the Southeast Nebraska Development District (SEND) authorize Stantec to proceed with the services herein described under the Terms and Conditions of Stantec's Master Services Agreement and Task Order no. 1 with SEND, each dated August 12, 2025 .

This proposal is accepted and agreed on the 25 day of March, 2026.

Per: City of Beatrice, NE

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Tobias J. Tempelmeyer, City Administrator / GM

Print Name & Title

Signature

Design with community in mind

## ORDINANCE NUMBER 26-10

An ordinance to extend the boundaries and include within the corporate limits of, and to annex to, the City of Beatrice, Nebraska a parcel of land owned by Armstrong Rentals, LLC, a Nebraska limited liability company, which is adjacent, contiguous, and located in or near the City of Beatrice, Gage County, Nebraska; to provide service benefits thereto; to repeal conflicting ordinances; and to provide for publication in electronic form and effective date of this ordinance.

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

**SECTION 1.** It is hereby found and determined by the Mayor and City Council of the City of Beatrice, Nebraska, that:

- a. The tract of land and streets and highways located in Gage County, Nebraska, as hereinafter more particularly described, are urban and suburban in character and not agricultural and rural in character, and that the subject property is contiguous and adjacent to the corporate limits of said City;
- b. Police, Fire, snow removal, City water, sanitary sewer, and electric services are available as provided by law; and
- c. There is a unity of interest in the use of such parcel of land and streets, and highways with the use of lots, lands, streets and highways in the City and the community convenience and welfare and interest of said City will be enhanced through incorporating such parcel of land and streets and highways within the corporate limits of said City.

**SECTION 2.** That the boundaries of the City of Beatrice, Nebraska, be and hereby are extended to include within the corporate limits of said City the contiguous and adjacent parcel of land and streets and highways located in Gage County, Nebraska, more completely described as follows:

A tract of land located on a part of the Northeast Quarter of Section 29, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the North line of the Northeast Quarter of said Section 29 having an assumed reference bearing of S 89°30'06" W.

Beginning at the Northeast Corner of said Section 29, thence westerly S 89°30'06" W, on the North line of the Northeast Quarter of said Section 29, 519.10 feet; thence southwesterly S 40°00'32" W, 131.10 feet; thence southwesterly S 35°04'57" W, 225.85 feet; thence easterly S 89°18'55" E, 204.56 feet, thence

southerly S 10°36'35" E, 274.39 feet; thence southeasterly S 24°33'38" E, 50.41 feet; thence southeasterly S 38°45'34" E, 63.38 feet; thence southeasterly S 47°31'17" E, 374.74 feet; thence southeasterly S 52°50'22" E, 173.09 feet, to a point of intersection on the East line of the Northeast Quarter of said Section 29; thence northerly N 00°04'35" E, on the East line of the Northeast Quarter of said Section 29, 1,012.37 feet, to the Northeast Corner of said Section 29, said Corner also being the True Point of Beginning.

**SECTION 3.** That both the Beatrice City Council and Planning and Zoning Commission have given notice and held public hearings regarding the inclusion of the addition within the corporate limits of Beatrice, Nebraska.

**SECTION 4.** That said parcel of land and streets and highways are hereby annexed to the City of Beatrice, Gage County, Nebraska.

**SECTION 5.** That upon the taking effect of this ordinance, the police, fire, and snow removal service of such City shall be furnished to the parcels of land and streets and highways herein annexed; and water service, sanitary sewer, and electric services are available as provided by law.

**SECTION 6.** That a certified copy of this ordinance together with a plat of such parcels of land be filed of record in the office of the Register of Deeds and County Assessor of Gage County, Nebraska.

**SECTION 7.** That if any subsection, sentence, clause or phrase of this Ordinance or the annexation of any tract of land, street, or highway by this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance since it is the express intent of the Mayor and City Council to enact each section, subsection, phrase, or clause separately.

**SECTION 8.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9.** 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 20<sup>th</sup> day of April, 2026.

Attest:

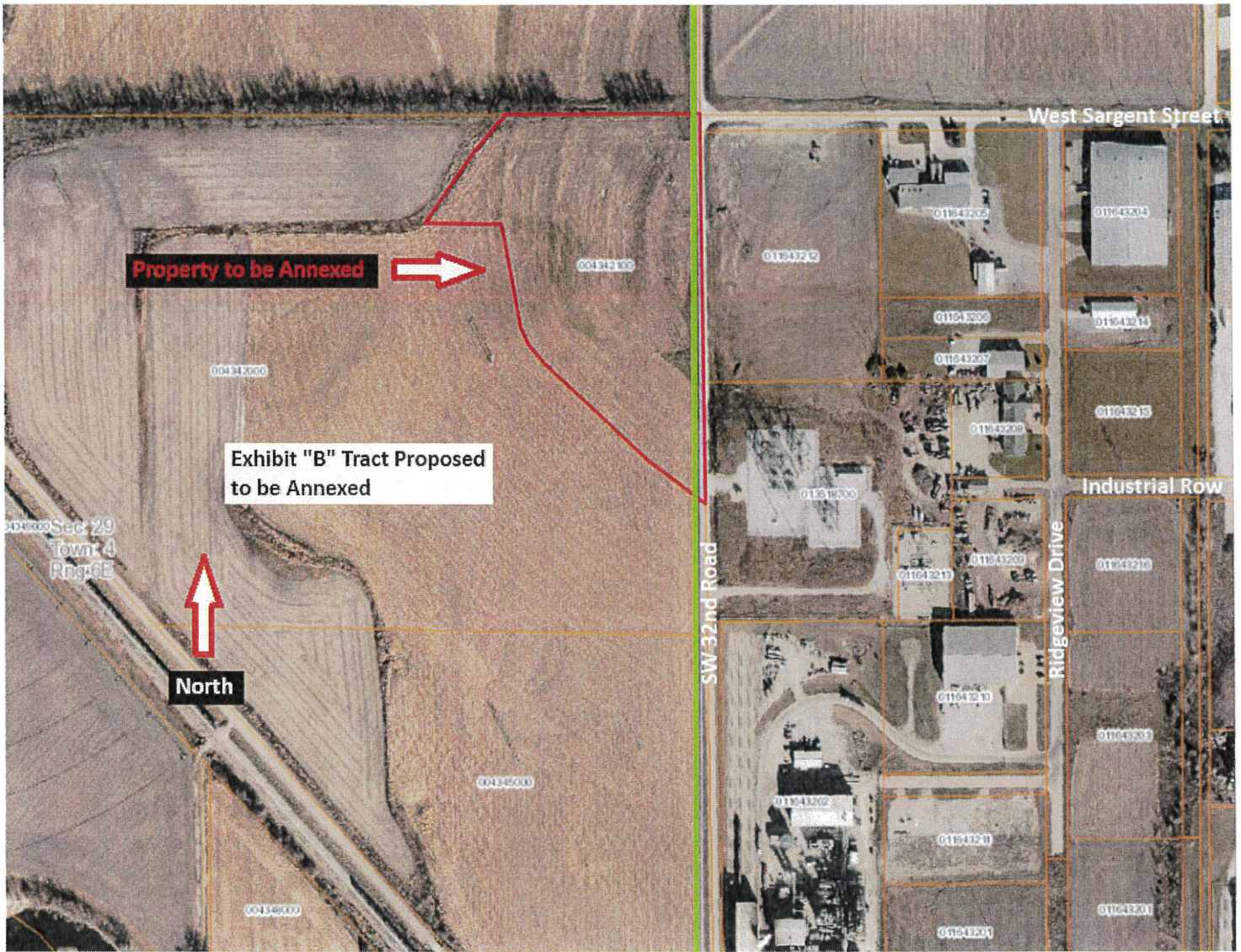
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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor







# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## CITY ADMINISTRATOR'S MONTHLY REPORT APRIL 2026

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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 5<sup>th</sup> for the installation of storm sewer, sanitary sewer, street paving, and grading for Corral Crossing Addition and Heritage Heights Addition. *Utility work at Corral Crossing is complete and electrical has been installed. Utility work at Heritage Heights is complete. Installation of electrical at Heritage Heights will start soon.*

**Funding:** LB840      **Est. Cost:** TBD      **Amt Spent as of 2/28/26:** \$2,864,677      **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. Grant Agreement has been signed. *Preliminary design has started.*

**Funding:** Grant      **Est. Cost:** TBD      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** 2031

### COMPREHENSIVE PLAN:

Updated Comprehensive Plan for the City. Grant Agreement signed March 4, 2026. *RFP responses due May 1, 2026.*

**Funding:** General/Grant      **Est. Cost:** \$75,000      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** 2027

### 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. The Street Department, with the help of six (6) part-time employees, worked on cleaning up the Dempster's property. The Street Department hauled a total of 146 total dump truck loads of brush, construction rubble, and garbage from the site. MARS also hauled approximately twelve (12) rollofs during the cleanup. *Awaiting grant announcement.*

**Funding:** General      **Est. Cost:** TBD      **Amt Spent as of 2/28/26:** \$168,582      **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 5<sup>th</sup>, with a tentative completion date of November 2, 2025. Phase 1 began on May 5<sup>th</sup> 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 4<sup>th</sup> and was completed on October 4<sup>th</sup>. Phase 2 ended up being twenty-two (22) days behind schedule, putting the whole project forty-three (43) days behind schedule at that point. The entire project is ninety-six (96) days behind schedule as of February 6, 2026. A Substantial Completion date was documented as of February 6, 2026. 100LL fuel was received in the new tank on February 9<sup>th</sup> and the Nebraska State Fire Marshall approved the operation of the new system on February 19, 2026. A final walk-through inspection was conducted on February 25, 2026, with a final project punch list compiled and submitted to Vogts Parga. *Punch list items are currently being worked on.*

**Funding:** Airport      **Est. Cost:** \$6,245,177      **Amt Spent as of 2/28/26:** \$5,704,959      **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 25<sup>th</sup>. 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. Bid was awarded to AHRS Construction on December 15<sup>th</sup>. Pre-construction meeting was held March 9, 2026. *Construction is scheduled to start April 20, 2026.*

**Funding:** Grant/Airport **Est. Cost:** \$3,310,000 **Amt Spent as of 2/28/26:** \$218,633 **Est. Completion:** Fall 2026

#### **NAVIGATIONAL AIDS (NAVAIDS) UPGRADE:**

The existing Precision Approach Path Indicator (PAPI) system for Runway 36 is reaching the end of its useful life. Plans are being made to remove the existing PAPI on Runway 36 and replace it with a new 4-Light PAPI system on Runways 18 & 36. The project will also include installing new 2-Light PAPIs on Runways 14 & 32. In addition to the PAPIs a new Runway End Identifier Lights (REILs) system will be added to Runway 18. 95/5 Grant. Pre-design conference was held on November 10, 2025. Project was advertised on February 28, 2026 with bid opening scheduled for March 19, 2026. *Contract was awarded to Danielle's Approach. Project anticipated to start summer 2026.*

**Funding:** Grant/Bonds **Est. Cost:** \$382,000 **Amt Spent as of 2/28/26:** \$218,633 **Est. Completion:** Fall 2026

#### **EMS AMBULANCE:**

*As of April 7, 2026, the new ambulance is in the station. We are conducting driver training with all staff. We also have to outfit it with a few more devices before it will go into service, which should be soon.*

**Funding:** CARES **Est. Cost:** \$450,000 **Amt Spent as of 2/28/26:** \$0 **Est. Completion:** Spring 2026

#### **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 2/28/26:** \$0 **Est. Completion:** Fall 2026

#### **DRONE:**

Drone w/night vision capabilities and equipment. A total of \$4,000 in donations have been received.

**Funding:** Private/General **Est. Cost:** \$25,000 **Amt Spent as of 2/28/26:** \$0 **Est. Completion:** 2026

#### **HANNIBAL PARK IMPROVEMENTS – 2026:**

Public Properties staff is working on cleaning up around the area where the new field will be installed. The trees and asphalt parking lot was removed by the Street Department the week of January 5<sup>th</sup>. Dirt work for Field 8 is out for bid and due back March 26, 2026. *Two (2) bids were received and Clausen & Sons Dirt Work was awarded the bid in the amount of \$115,215.00 on April 6, 2026. Concession stand remodel is completed at Hannibal Park. The Beatrice Girls Softball Association donated the money for this project to be accomplished.*

**Funding:** Lodging/PR/Grant **Est. Cost:** \$287,000 **Amt Spent as of 2/28/26:** \$17,835 **Est. Completion:** Fall 2026

#### **FOREST MANAGEMENT PLAN:**

IRA Community Forestry Grant for Forest Mgt Plan and tree planting/removal. Nineteen (19) trees were removed at Hannibal Park this week. Eight (8) more are scheduled to be removed at the Water Park and Dog Park.

**Funding:** Grant **Est. Cost:** \$140,000 **Amt Spent as of 2/28/26:** \$39,499 **Est. Completion:** Ongoing

**RCRP GRANT:**

The City received \$955,000 in grant funding for various park improvements:

**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. Equipment arrived and is scheduled for installation around May.

**Stoddard:** New Playground. One (1) bid was received from Play-Pro Recreation, LLC, in the amount of \$198,808, which was awarded on December 15, 2025. Playground scheduled for installation around the first week in April.

**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 2/28/26:** \$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. Public Properties is continuing tree removal as time permits.

**Funding:** Keno **Est. Cost:** \$50,000 **Amt Spent as of 2/28/26:** \$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. Two (2) sections of a main feeder line from Substation #2 were replaced and upgraded from the corner of Ashland and Shugart to the south side of the Accuma plant. This project was done in conjunction with upgrades being made for the south Exmark service.

**Funding:** Bond/Utility **Est. Cost:** \$551,000 **Amt Spent as of 2/28/26:** \$0 **Est. Completion:** Fall 2026

**POWER GENERATION FACILITY:**

HDR has completed their study in different technologies, lead times, and permitting. Meeting with various entities who may be potential partners. *HDR is preparing bid documents.*

**Funding:** Bonds **Est. Cost:** \$1m **Amt Spent as of 2/28/26:** \$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 are being done to allow for drainage improvements and the new equipment.

**Funding:** Bonds/Utility **Est. Cost:** \$1.01m **Amt Spent as of 2/28/26:** \$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. The transformer for this project has been ordered, and it should be received early this fall.

**Funding:** Bonds **Est. Cost:** \$1.28m **Amt Spent as of 2/28/26:** \$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. We are currently working on material specifications and quantities for this project. We will be sending the information out for quotes in the near future.

**Funding:** Bonds/Utility **Est. Cost:** \$414,000 **Amt Spent as of 2/28/26:** \$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. *All materials arrived during the month of February. The Water Department installed this valve during the last week in March and is now operational.*

**Funding:** Infra Funds **Est. Cost:** \$60,000 **Amt Spent as of 2/28/26:** \$17,167 **Est. Completion:** Fall 2026

**CHLORINE BUILDING:**

Construct a new building to house our chlorine disinfectant operations. *ACCO installed the system in March. The State and JEO completed their inspections in late March. We passed the inspections and received our approval to put the system into service. The Water Department crew completed our calculations for use and within a few days had the system pretty well dialed in.*

**Funding:** Utility **Est. Cost:** \$40,000 **Amt Spent as of 2/28/26:** \$74,138 **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 2/28/26:** \$0 **Est. Completion:** Summer 2026

**WATER MAIN PROJECT – NORTH 7<sup>TH</sup>, GRANT TO GARFIELD:**

Replace 8" water main. *The Engineering Department and Water Department met a few times in March to complete the plans for this project. Engineering turned over the completed plans to the Water Department in mid-March. The Water Department put together quotes for materials, and due to material availability forced a few changes to the original plans. Materials have been ordered and the Water Department is contacting boring companies to assist on the project. The Water Department is planning to start in late April or early May.*

**Funding:** Infra Funds **Est. Cost:** \$180,000 **Amt Spent as of 2/28/26:** \$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 2<sup>nd</sup>. *BCI Construction continues to install the new Grit Building. Pre-cast walls and roof panels are in place. Internal drainage piping in the truck bay has been installed and the area is ready for concrete during the new month.*

**Funding:** Grant/Util **Est. Cost:** \$3.9m **Amt Spent as of 2/28/26:** \$1,175,576 **Est. Completion:** 2026

**SCADA DESIGN:**

Contract for engineering services has been 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 and HOA has begun the installation of the SCADA system.

**Funding:** Utility      **Est. Cost:** \$35,000      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** Fall 2025

**ELLA STREET, 2<sup>nd</sup> to 3<sup>rd</sup>:**

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. *A pre-construction meeting has been set for April 16, 2026.*

**Funding:** Street      **Est. Cost:** \$486,667      **Amt Spent as of 2/28/26:** \$37,001      **Est. Completion:** Spring 2026

**7<sup>TH</sup> 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. *The project is currently out for bids with a bid opening date scheduled for April 23, 2026.*

**Funding:** Street      **Est. Cost:** \$375,000      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** Fall 2026

**ARMOR COATING VARIOUS LOCATIONS**

Plans and Specifications were created by the Engineering Dept. The project was sent out for bids during the month of November 2025. Two (2) bids were received on December 4, 2025. Sta-Bilt was the low bidder with a total of \$33,317.20 and was awarded the contract with a completion date of August 1, 2026.

**Funding:** Street      **Est. Cost:** \$33,317      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** Fall 2026

**ASPHALT SEALING VARIOUS LOCATIONS**

Plans and Specifications were created by the Engineering Dept. The project was sent out for bids during the month of November 2025. One (1) bid was received on December 4, 2025. Hall Brothers was the low bidder with a total of \$29,007.24 and was awarded the contract with a completion date of August 1, 2026.

**Funding:** Street      **Est. Cost:** \$29,007      **Amt Spent as of 2/28/26:** \$0      **Est. Completion:** Fall 2026

**PLANNING & ZONING**

The Planning and Zoning Commission (P&Z) recommended to the City Council to annex into the corporate limits of the City of Beatrice: Gage County Parcel No. 004342100. P&Z recommended amending Section 505 of Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Special and Overlay Districts definitions, and adding Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay District. P&Z also recommended amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses. P&Z recommend approval of the Final Plat Application request by Evangelical Lutheran Good Samaritan Society, Inc., to replat a portion of their property as Beatrice Commons Addition.

**ECONOMIC DEVELOPMENT**

**Recent TIF Activity:**

The Northgate Campus Redevelopment Project is working its way through the TIF process.

### **LB840 Loans:**

All existing LB840 loans are current. The program income for FY25 as of February 28, 2026 is \$207,833. The current unexpended funds as of February 28, 2026 total \$168,579, and those funds are deposited in Pinnacle Bank.

## **EMPLOYEE**

### **Safety:**

During the month of March, there were (2) workers comp claims filed. We currently have one (1) employee on modified duty due to a workers comp claim.

### **New Hire:**

Corey Pyle began his duties as a Maintenance Worker for the WPC Department on March 16<sup>th</sup>. Eric Hudson began his duties as a Maintenance Worker for the Water Department on March 23<sup>rd</sup>. Ryan Dameron began his duties as a Sanitation Laborer on March 23<sup>rd</sup>.

### **Certification:**

Dean Heideman of the WPC Department passed his Wastewater Operator Grade 2 license.

### **Retirement:**

Rich Erb retired from the Electric Department on April 3, 2026 after just over twenty-nine (29) years of service.

## **FINANCIALS**

Financial statements for the General and Street Fund for the month ending February 28, 2026, are attached, marked as **Exhibit "A"**. Financial statements for the Electric, Water, and WPC Departments for the month ending February 28, 2026, are attached, marked as **Exhibit "B"**.

## **CODE VIOLATIONS / BUILDING PERMITS / DEMOLITIONS**

### **Code Violations:**

Code Compliance Officer responded to and worked on seventy (70) various code violations in March, bringing the year-to-date total to one hundred twenty (120). See attached list, marked as **"Exhibit C"**.

### **Building Permits:**

Processed thirty-three (33) permits/applications/inquiries, bringing the year-to-date total to fifty-seven (57). See attached list, marked as **"Exhibit D"**.

### **Demolitions:**

A list of demolition projects is attached, marked as **"Exhibit E"**.

## **PUBLIC PROPERTIES**

- Tree removal at the Chautauqua Park is completed for this round. Opened bids for tree planting at Hannibal Park on 4/9/25. The next step is bidding out tree planting and trimming for Chautauqua Park. Staff have been working on getting the bathroom facilities open for the season over the last seven (7) days.

- New front slider doors were installed at Beatrice Senior Center for better accessibility. The doors were damaged in a windstorm a couple of years ago.
- Shade structures were installed over the seating area at Chautauqua Park pickleball courts.
- Six (6) new trees were planted at the Big Blue Pet Park. The trees were donated by two (2) individuals from the public who continue to support the Park.

## 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. City code was amended December 15, 2025, to match the Drainage Criteria Plan. *The 2025 Annual report was prepared and submitted to NDWEE on March 30, 2026.*

## STREETS

### **Sweeping:**

We swept a total of eleven (11) days with both sweepers.

### **Airpark dirt:**

We started hauling dirt from Airpark to the Landfill. We hauled for four (4) days. We also hauled dirt to rebuild shoulders along Hickory and East Court. We worked on shoulders for ten (10) days.

### **Crack Seal:**

We crack sealed on Washington and Jefferson Street, from 6<sup>th</sup> Street east, for eight (8) days.

### **Storm Sewer:**

We made a storm sewer repair on a section of Corrugated Metal Pipe (CMP) near 7<sup>th</sup> and Tait Street. We worked on this section for three (3) days.

### **6-month Equipment Service:**

Each year we do our equipment services in March or April before we ramp up for construction season and in October after the construction season and before winter. We changed oil and made any repairs necessary on all of our equipment in March.

### **Tree Removal:**

We removed a large dead tree on the ROW on South LaSalle Street. We also continue to work on trimming low hanging branches over streets.

### **Pothole Patching:**

We patched three (3) days using 1,450 pounds of patching material.

### **Blading Alleys:**

Every spring we take our grader and a tractor and box blade around and work all the rock city alleys in town. We generally start at the end of winter. We worked a total of four (4) days this month and continue to work on them.

### **UTILITY DELINQUENT NOTICES and DISCONNECTIONS:**

There were 1,062 disconnect notices mailed out in March. There was a total of 55 disconnections for non-payment on April 3<sup>rd</sup>.

### **Overhead Distribution:**

The rebuild of the overhead electric lines between 7<sup>th</sup> and 8<sup>th</sup> Streets, Lincoln to Park Streets, and the voltage conversion to 12.5Kv has been completed. The crew moved to N 16<sup>th</sup> Ave and Janeway, Hoyt to Garfield Street. This line runs behind houses with no alley access. This line has been completely rebuilt with new poles, conductors, and transformers and converted to 12.5Kv. The old equipment has also been removed. We have now moved to 19<sup>th</sup> and Jefferson Street and have begun rebuilding this line south of Jefferson from 19<sup>th</sup> to 22<sup>nd</sup> Street. This line is also in back yards with no alley access.

### **Underground Distribution:**

We have trenched in all the conduit for the primary distribution lines, set junction boxes, and set transformers for the Corral Crossing development. The high voltage distribution lines have been pulled in and terminated at the transformers. We need to bore one (1) street crossing yet and then this portion will be complete. We have also started installing streetlights for this area.

### **Distribution Maintenance:**

Three (3) poles have been replaced in different areas of town due to the condition of the poles and accidents that have occurred. One pad mount, single-phase transformer, was replaced due to the condition of the transformer tank. Two (2) fiberglass transformer basements were replaced on single phase pad mount transformers due to deteriorating conditions of the basements. Three (3) underground services were trenched in for upgrades. We spent one (1) week trimming and removing trees that were encroaching on the power lines in different areas of town.

### **Substation Maintenance**

Testing was performed on the DC battery banks in all of the substations. We found two (2) 48vdc banks that had weak individual cells and one (1) 125vdc bank with weak individual cells. All three (3) of these banks were over twenty (20) years old. We have ordered batteries to replace these banks and will get them changed as soon as the new ones arrive. *We received delivery of the new batteries and have installed all three (3) banks. These banks were at Substation #8, #10, and our transmission switching substation.*

### **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 fiber has been extended into all the substation buildings and Pinpoint has finished terminating and installing all the connecting equipment.

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:**

- 2600 Jefferson Street - Installed water tap
- 2201 Elk Street - Repair service leak
- 1727 North 17<sup>th</sup> Street - Replace yoke
- 1213 South 3<sup>rd</sup> Street - Repair yoke
- 219 North 19<sup>th</sup> Street - Repair service
- 107 North 28<sup>th</sup> Street - Repair service
- 303 North 25<sup>th</sup> Street - Repair yoke

**Water Main Replacement/Construction:**

Worked with the Engineering Department to plan the water main replacement project on North 7<sup>th</sup> Street, Grant to Garfield.

*In the 400 block of West Sargent Street, we had an unplanned lowering of the water main. We removed approximately 450 LF of 12" water main, excavated the trench to lower the main, and re-installed the 12" main.*

**Water Main Breaks:**

Nothing to report for March.

**Maintenance and Miscellaneous Work:**

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.

We conducted a variety of repairs and maintenance on our tools and equipment.

We completed employee reviews with the entire staff.

**Sewer Line Maintenance/Blockages:**

We had six (6) sewer calls this month.

- 425 N 9<sup>th</sup> Street - Not on the city
- 725 W Mary Street - Not on the city
- 1008 Jackson Street - Not on the city
- 1405 Court Street - Not on the city
- 301 Florence Street - Not on the city
- 1420 Paddock Street - Not on the city

**Jet Truck Footage:**

Daily maintenance for the entire month was 12,525 ft. Monthly maintenance for the month was 4,340 ft.

**TV/Camera Trailer Inspections:**

Approximately 4,314 linear feet of new lines were videoed and auto coded with the new SewerAI software.

## Plant Maintenance:

- Plant maintenance is up to date at the WPC Plant.
- RBC: The south train was drained, inspected and all snails were vac'd out.
- Trojan UV disinfection System: Maintenance was completed and all UV racks have been placed in the channel ready for operation during the upcoming treatment season. A new system control center was installed by a Trojan rep.
- Lift Station #5: Had some issues where the starter was tripping on pump #2. We determined that a faulty thermal was the problem. The lift station is running normally again.

## SPECIAL DESIGNATED LICENCES (SDL) and SELLING/PEDDLING GOODS REQUESTS

A list of special designated licenses (SDL) and selling/peddling goods requested for 2026 is attached, marked as "Exhibit F".

## COMPLETED CAPITAL PROJECTS

### 33<sup>RD</sup> 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. 33<sup>rd</sup> 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:** \$2,851,718    **Est. Completion:** Fall 2024

### LINCOLN STREET, 25<sup>th</sup> to 27<sup>th</sup> - 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 2/28/26:** \$711,321    **Est. Completion:** Fall 2025

### WATERMAIN – OVERHEAD CROSSING – 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 2/28/26:** \$511,785    **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 2<sup>nd</sup>.*

**Funding:** Utility    **Est. Cost:** \$275,000    **Amt Spent as of 11/30/25:** \$218,000    **Est. Completion:** Fall 2025

### LIFT STATION #6 + BACKUP GENERATOR - COMPLETED

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 2/28/26:** \$629,535    **Est. Completion:**

#### **RCRP GRANT - COMPLETED**

**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.

**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 installation is complete and open to the public.

#### **4<sup>TH</sup> and 5<sup>TH</sup> 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 7<sup>th</sup> 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 2/28/26:** \$120,375    **Est. Completion:** Fall 2025

#### **SERTOMA ASTRO PARK ADA PLAYGROUND - COMPLETED**

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 2/28/26:** \$159,488    **Est. Completion:** Fall 2025

#### **FIRE HOSE REPLACEMENT - COMPLETED**

Training has been completed. All fire hoses and nozzles have been switched out and in service.

**Funding:** Grants    **Est. Cost:** \$14,000    **Amt Spent as of 2/28/26:** \$139,020    **Est. Completion:** Fall 2025

#### **WATER PARK DESIGN STUDY - COMPLETED**

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. The first public meeting on this project was held on September 10, 2025. The second public meeting was held on October 22, 2025. Waters Edge presented their recommendations to the Council on February 2, 2026. City Council adopted Aquatic Master Plan February 17, 2026.

**Funding:** Lodging    **Est. Cost:** \$250,000    **Amt Spent as of 2/28/26:** \$15,150    **Est. Completion:** Fall 2025

**DESIGN and CONSTRUCTION OF NEW LANDFILL - COMPLETED**

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 2/28/26:** \$11,658,161 **Est. Completion:** Fall 2025

FUND	FUND BALANCE 10/1/2025	REVENUE	TRNSFR IN	TOTAL AVAILABLE	EXPEND.	TRNSFR OUT	FUND BALANCE 2/28/2026
<b>GENERAL ALL-PURPOSE FUNDS</b>							
GENERAL	\$ 4,914,104	\$ 4,440,589	\$ -	\$ (5) 9,354,693	\$ 5,933,321	\$ -	\$ (3) 3,382,955
<i>moves to (from)restricted</i>	\$ -		\$ -	\$ (2)		\$ 38,418	\$ (1)
<i>Restricted Gas Plant</i>	\$ 700,000		\$ -	\$ (1) 700,000			XX \$ 700,000
<i>Designated CARES ffuture eq</i>	\$ 290,300		\$ -	\$ (1) 290,300		\$ -	\$ (2) 290,300
<i>Designated EMS Equip</i>	\$ 348,323		\$ -	\$ (1) 348,323		\$ -	\$ (2) 348,323
<i>Designated Lodging Tax Proj</i>	\$ 443,762		\$ 38,418	\$ (1) 482,180		\$ -	\$ (2) 482,180
<b>SPECIAL REVENUE:</b>							
Street*	\$ 5,345,488	\$ 1,904,217		\$ 7,249,705	\$ 3,198,399	\$ 101,896	\$ 3,949,409
<i>Restricted Debt Serv</i>	\$ 31,128		\$ 101,896	\$ 133,024			\$ 133,024
Keno	\$ 519,743	\$ 47,563		\$ 567,306	\$ 5,355	\$ -	\$ (4) 561,951
<b>DEBT SERVICE</b>							
GO Debt	\$ 2,987,560	\$ 627,474		\$ 3,615,034	\$ 1,071,959		\$ 2,543,076
Special Assess.-Unbonded	\$ 20,620	\$ 466		\$ 21,086	\$ -		\$ 21,086
<b>CAPITAL PROJECTS</b>							
Capital Improvement	\$ 145,505	\$ 536,035	\$ -	\$ (3) 681,539	\$ 626,158		\$ 55,381
Capital Imp.-Keno	\$ (0)	\$ -	\$ -	\$ (4) (0)	\$ 5,689		\$ (5,689)
Capital Imp.-Public Safety	\$ 309,073	\$ 330,481	\$ -	\$ (3) 639,554	\$ 505,079		\$ 134,475
<b>General All-Purpose Fund</b>	<b>\$ 16,055,604</b>	<b>\$ 7,886,825</b>	<b>\$ 140,314</b>	<b>\$ 24,082,743</b>	<b>\$ 11,345,959</b>	<b>\$ 140,314</b>	<b>\$ 12,596,470</b>
<b>RESTRICTED FUNDS</b>							
<b>SPECIAL REVENUE:</b>							
Airport*	\$ 1,075,801	\$ 2,987,996	\$ -	\$ 4,063,797	\$ 3,456,493		\$ 607,304 manual entry
CDBG*	\$ (447,770)	\$ 479,495		\$ 31,725	\$ 31,725		\$ (0)
Economic Development*	\$ 149,955	\$ 207,833	\$ -	\$ 357,788	\$ 85,571	\$ 103,638	\$ 168,579
<i>Restricted Debt Serv</i>	\$ 168,758		\$ 103,638	\$ 272,396			\$ 272,396
911 Service Surcharge	\$ 140,471	\$ 44,110		\$ 184,581	\$ -	\$ -	\$ (5) 184,581
CRA	\$ -	\$ 129,546		\$ 129,546	\$ 11,001		\$ 118,544
Sanitation*	\$ 305,825	\$ 1,422,470		\$ 1,728,295	\$ 1,551,800	\$ 120,793	\$ 55,702 manual entry
<i>Restricted Debt Serv</i>	\$ 155,916		\$ 120,793	\$ 276,709			\$ 276,709
<b>INTERNAL SERVICE</b>							
Employee Benefit Acct	\$ 620,845	\$ 2,472,102		\$ 3,092,947	\$ 1,739,535		\$ 1,353,412
Info Tech Services	\$ -	\$ 449,130		\$ 449,130	\$ 407,422		\$ 41,708
<b>ENTERPRISE</b>							
Board of Public Works*	\$ 20,934,668	\$ 11,052,425		\$ 31,987,092	\$ 12,204,873		\$ 19,782,219 manual entry
Norcross/Horner	\$ 6,978	\$ -		\$ 6,978	\$ -		\$ 6,978
<b>TOTAL RESTRICTED</b>	<b>\$ 23,111,447</b>	<b>\$ 19,245,106</b>	<b>\$ 224,430</b>	<b>\$ 42,580,983</b>	<b>\$ 19,488,421</b>	<b>\$ 224,430</b>	<b>\$ 22,868,132</b>
<b>TOTAL</b>	<b>\$ 39,167,051</b>	<b>\$ 27,131,931</b>	<b>\$ 364,744</b>	<b>\$ 66,663,726</b>	<b>\$ 30,834,380</b>	<b>\$ 364,744</b>	<b>\$ 35,464,602</b>

\*cash basis

Exhibit "A"  
CITY OF BEATRICE, NEBRASKA  
GENERAL FUND BUDGETARY STATEMENTS  
FOR THE CURRENT YEAR TO DATE

AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2 ACTUAL FY2024	PRIOR YEAR 1 ACTUAL FY2025	Current as of 2/28/2026	CURRENT YEAR BUDGET FY2026	% YTD
<b>GENERAL REVENUES</b>					
TAXES	7,200,663.51	7,417,491.31	2,173,162.63	7,746,500.00	28.05%
LICENSES & PERMITS	156,065.63	180,450.32	36,466.71	201,300.00	18.12%
INTERGOVERNMENTAL REVENUE	2,422,881.54	2,389,145.82	669,997.64	1,803,516.00	37.15%
CHARGES FOR SERVICES	2,782,998.98	2,761,871.03	1,316,966.54	3,046,944.00	43.22%
MISCELLANEOUS REVENUES	1,062,907.38	652,891.35	243,995.88	565,100.00	43.18%
OTHER FINANCING SOURCES	63,100.44	65,801.12	0.00	86,155.00	0.00%
<b>TOTAL REVENUES</b>	<b>13,688,617.48</b>	<b>13,467,650.95</b>	<b>4,440,589.40</b>	<b>13,449,515.00</b>	<b>33.02%</b>
<b>GENERAL EXPENDITURES BY TYPE</b>					
PERSONAL SERVICES	9,285,811.04	10,062,465.28	4,528,384.58	11,110,071.00	40.76%
OTHER SERVICES & CHARGES	1,419,868.56	1,448,138.48	926,509.30	1,629,949.00	56.84%
SUPPLIES	456,530.46	513,537.17	191,267.60	523,385.00	36.54%
CAPITAL OUTLAYS	687,521.74	243,284.03	117,414.64	253,221.00	46.37%
CONTINGENCY	7,334.50	122,704.77	350.00	122,000.00	0.29%
CONTRACTUAL SERVICES	463,255.03	675,961.73	169,394.75	284,066.00	59.63%
INTERFUND TRANSFERS	933,600.98	1,569,128.48	0.00	1,252,200.00	0.00%
<b>TOTAL EXPENDITURES</b>	<b>13,253,922.31</b>	<b>14,635,219.94</b>	<b>5,933,320.87</b>	<b>15,174,892.00</b>	<b>39.10%</b>
<b>OVERALL NET CHANGE</b>	<b>434,695.17</b>	<b>(1,167,568.99)</b>	<b>(1,492,731.47)</b>	<b>(1,725,377.00)</b>	<b>86.52%</b>
<b>PERSONAL SERVICES</b>					
PERSONAL SERVICES	1,141,786.73	1,211,474.95	534,486.93	1,263,478.00	42.30%
OTHER SERVICES & CHARGES	331,027.63	334,507.13	241,375.20	452,310.00	53.36%
SUPPLIES	15,530.51	16,976.64	5,634.63	18,020.00	31.27%
CAPITAL OUTLAYS	443,913.29	36,696.53	34,436.97	30,000.00	114.79%
CONTINGENCY	7,334.50	122,704.77	350.00	122,000.00	0.29%
CONTRACTUAL SERVICES	333,540.28	530,758.30	104,386.75	139,066.00	75.06%
INTERFUND TRANSFER	933,600.98	1,569,128.48	0.00	1,252,200.00	0.00%
<b>GENERAL ADMINISTRATION</b>	<b>3,206,733.92</b>	<b>3,822,246.80</b>	<b>920,670.48</b>	<b>3,277,074.00</b>	<b>28.09%</b>
<b>PERSONAL SERVICES</b>					
PERSONAL SERVICES	225,433.82	257,644.86	119,788.44	280,609.00	42.69%
OTHER SERVICES & CHARGES	94,167.87	59,771.45	10,019.42	81,630.00	12.27%
SUPPLIES	2,533.78	4,235.80	653.95	5,300.00	12.34%
CAPITAL OUTLAYS	0.00	0.00	0.00	0.00	
<b>COMMUNITY DEVELOPMENT</b>	<b>322,135.47</b>	<b>321,652.11</b>	<b>130,461.81</b>	<b>367,539.00</b>	<b>35.50%</b>
<b>PERSONAL SERVICES</b>					
PERSONAL SERVICES	4,269,331.20	4,610,688.14	2,086,484.33	5,029,664.00	41.48%
OTHER SERVICES & CHARGES	369,478.24	395,557.49	265,514.25	390,380.00	68.01%
SUPPLIES	87,895.61	128,788.88	45,911.85	130,815.00	35.10%
CAPITAL OUTLAYS	40,975.52	32,176.67	5,111.56	32,500.00	15.73%
CONTRACTUAL SERVICES	60,000.00	60,000.00	30,000.00	60,000.00	50.00%

Exhibit "A"  
CITY OF BEATRICE, NEBRASKA  
GENERAL FUND BUDGETARY STATEMENTS  
FOR THE CURRENT YEAR TO DATE

AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2	PRIOR YEAR 1	Current as of	CURRENT YEAR	%
	ACTUAL FY2024	ACTUAL FY2025	2/28/2026	BUDGET FY2026	YTD
<b>POLICE</b>	4,827,680.57	5,227,211.18	<b>2,433,021.99</b>	5,643,359.00	43.11%
PERSONAL SERVICES	2,797,074.28	3,078,807.52	<b>1,436,967.52</b>	3,464,710.00	41.47%
OTHER SERVICES & CHARGES	376,880.97	391,032.87	<b>186,474.92</b>	405,860.00	45.95%
SUPPLIES	161,729.02	159,109.18	<b>75,339.18</b>	181,300.00	41.55%
CAPITAL OUTLAYS	717.99	1,390.92	<b>1,607.78</b>	6,500.00	24.74%
<b>FIRE</b>	3,336,402.26	3,630,340.49	<b>1,700,389.40</b>	4,058,370.00	41.90%
PERSONAL SERVICES	515,567.01	550,335.90	<b>191,923.29</b>	663,404.00	28.93%
OTHER SERVICES & CHARGES	192,935.42	196,015.42	<b>164,908.61</b>	227,465.00	72.50%
SUPPLIES	174,442.40	193,801.85	<b>58,664.62</b>	173,950.00	33.72%
CAPITAL OUTLAYS	83,011.55	29,151.24	<b>17,401.00</b>	62,400.00	27.89%
CONTRACTUAL SERVICES	69,714.75	85,203.43	<b>35,008.00</b>	85,000.00	41.19%
<b>PUBLIC PROPERTIES</b>	1,035,671.13	1,054,507.84	<b>467,905.52</b>	1,212,219.00	38.60%
PERSONAL SERVICES	336,618.00	353,513.91	<b>158,734.07</b>	408,206.00	38.89%
OTHER SERVICES & CHARGES	55,378.43	71,254.12	<b>58,216.90</b>	72,304.00	80.52%
SUPPLIES	14,399.14	10,624.82	<b>5,063.37</b>	14,000.00	36.17%
CAPITAL OUTLAYS	118,903.39	143,868.67	<b>58,857.33</b>	121,821.00	48.31%
<b>LIBRARY</b>	525,298.96	579,261.52	<b>280,871.67</b>	616,331.00	45.57%
<b>GENERAL FUND EXPENDITURES</b>	<b>13,253,922.31</b>	<b>14,635,219.94</b>	<b>5,933,320.87</b>	<b>15,174,892.00</b>	<b>39.10%</b>

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 COMBINED CASH INVESTMENT  
 FEBRUARY 28, 2026

COMBINED CASH ACCOUNTS

9-127-21	SFB - DEBT SERVICE RESERVE	482,177.41
9-127-22	SERIES 2011/2013 BONDS - REST	( 369,728.31)
9-127-23	SRF RESV - REST	( 109,722.78)
9-127-80	SFB - BOND REVENUE RESV	3,999,534.37
9-127-81	REST - BOND REV	( 3,999,534.37)
9-131-00	SECURITY 1ST BANK - CHECKING	101,767.67
9-132-00	PINNACLE BANK - PAYROLL	1,814.97
9-132-01	PAYROLL - PINNACLE RESTRICTED	( 1,000.00)
9-133-00	CASH-BUSINESS DEBIT ACCOUNT	650.00
9-135-00	SFB - REVOLVING LOAN FUND	368,316.82
9-135-10	REST - REVOLVING LOAN FUND	( 368,316.82)
9-137-00	SECURITY FIRST BANK MM	6,214,725.26
		<hr/>
	TOTAL COMBINED CASH	6,320,684.22
9-100-00	CASH ALLOCATED TO OTHER FUNDS	( 6,320,684.22)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO ELECTRIC FUND	6,016,982.67
2	ALLOCATION TO WATER FUND	163,992.38
3	ALLOCATION TO WPC	139,709.17
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,320,684.22
	ALLOCATION FROM COMBINED CASH FUND - 1-10000	( 6,320,684.22)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

**Exhibit "B"**  
**BEATRICE BOARD OF PUBLIC WORKS**  
**BALANCE SHEET**  
**FEBRUARY 28, 2026**

ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<b>ASSETS</b>		
<b>PLANT</b>	42,933,881.40	41,071,837.41
ACCUMULATED DEPRECIATION	( 26,312,721.06)	( 24,865,491.65)
<b>BOOK VALUE OF PLANT</b>	16,621,160.34	16,206,345.76
CONSTRUCTION WORK IN PROGRESS	418,671.48	374,722.53
<b>CASH ACCOUNTS</b>		
CASH & CASH EQUIVALENTS	6,016,982.67	4,650,355.08
CUSTOMER DEPOSITS MM	182,054.43	234,011.44
CUSTOMER DEPOSITS INVESTMENTS	726,944.16	708,903.62
PAYROLL ACCOUNT	500.00	500.00
PETTY CASH	1,375.00	1,375.00
RATE STABILIZATION FUND	1,076,670.01	1,047,299.57
ELECTRIC INFRASTRUCTURE FUND	107,878.07	.00
TEMPORARY CASH INVESTMENTS	1,909,360.86	1,831,974.84
BOND DEBT & RESERVE ACCOUNT	4,141,665.08	33,736.26
REVOLVING LOAN FUND RESERVE	368,316.82	366,834.95
<b>TOTAL CASH ACCOUNTS</b>	14,531,747.10	8,874,990.76
CUSTOMER ACCOUNTS RECEIVABLE	10,639.57	48,096.50
GARBAGE ACCOUNTS RECEIVABLE	15,810.66	12,516.49
COTTONWOOD SALES RECEIVABLE	58,171.73	88,578.96
DEVELOPER CONTRIBUTION RECEIVABLE	82,597.69	144,677.89
ALLOWANCE FOR BAD DEBTS	( 18,818.05)	( 21,162.99)
<b>BALANCE OF ACCOUNTS RECEIVABLE</b>	148,401.60	272,706.85
BUILDING MAINTENANCE FUND	( 8,727.81)	( 12,572.50)
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	12,532.79	25,949.65
OPERATION AND MAINTENANCE INVENTORY	1,013,701.47	1,104,602.93
PREPAID EXPENSES	110,828.00	95,894.00
INTEREST RECEIVABLE	40,306.88	47,448.02
ACCRUED UTILITY REVENUES	1,481,504.00	1,548,892.62
<b>TOTAL ASSETS</b>	34,370,125.85	28,538,980.62

**Exhibit "B"**  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2026

ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
2025 BONDS PAYABLE	3,896,390.70	.00
2025 BOND PREMIUM	54,777.03	.00
ACCOUNTS PAYABLE	1,344,207.18	1,447,494.53
UNCLAIMED PROPERTY PAYABLE	( 3,035.25)	.00
ACCOUNTS PAYABLE-GARBAGE	21,962.51	17,691.56
CUSTOMER DEPOSITS PAYABLE	845,064.27	898,860.00
SALES TAX PAYABLE-LOCAL	.00	( .02)
SALES TAX PAYABLE-COUNTY	.51	( .02)
ACCRUED INTEREST PAYABLE	( 221.01)	.00
ACCRUED VACATION TIME	161,148.47	155,929.65
ACCRUED COMP TIME PAYABLE	29,338.79	24,321.08
ACCRUED SICK TIME PAYABLE	310,350.46	295,700.15
	6,659,983.66	2,839,996.93
<u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	13,345,660.00	16,620,637.00
RESTRICTED FOR DEBT SERVICE	59,376.00	.00
RESTRICTED FOR REVOLVING LOAN	367,707.52	366,228.52
UNRESTRICTED NET POSITION	13,654,372.17	9,231,886.78
REVENUE OVER EXPENDITURES - YTD	283,026.50	( 519,768.61)
BALANCE - CURRENT DATE	27,710,142.19	25,698,983.69
TOTAL FUND EQUITY	27,710,142.19	25,698,983.69
TOTAL LIABILITIES AND EQUITY	34,370,125.85	28,538,980.62

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2026

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	33,843,987.67	33,331,673.90
ACCUMULATED DEPRECIATION	( 17,217,986.33)	( 16,283,255.01)
BOOK VALUE OF PLANT	16,626,001.34	17,048,418.89
CONSTRUCTION WORK IN PROGRESS	931,853.53	133,378.41
 <u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	163,992.38	566,736.14
PAYROLL ACCOUNT	300.00	300.00
PETTY CASH	300.00	300.00
WATER INFRASTRUCTURE FEE	1,218,998.33	979,182.10
TEMPORARY CASH INVESTMENTS CD'S	580,493.35	557,723.98
BOND DEBT & RESERVE ACCOUNT	119,005.32	71,517.25
SRF RESERVE ACCOUNT	109,722.78	109,684.07
TOTAL CASH ACCOUNTS	2,192,812.16	2,285,443.54
CUSTOMER ACCOUNTS RECEIVABLE	157,047.70	17,139.55
ALLOWANCE FOR BAD DEBTS	( 12,546.68)	( 13,164.54)
BALANCE OF ACCOUNTS RECEIVABLE	144,501.02	3,975.01
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	.00	540.00
OPERATION AND MAINTENANCE INVENTORY	724,338.59	800,496.79
PREPAID EXPENSES	93,806.99	65,981.99
INTEREST RECEIVABLE	10,681.92	12,421.75
ACCRUED UTILITY REVENUES	196,375.53	185,941.90
TOTAL ASSETS	20,920,371.08	20,536,598.28

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2026

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
SRF BONDS PAYABLE	8,104,292.62	8,386,927.09
2025 BONDS PAYABLE	629,437.99	.00
2025 BOND PREMIUM	8,449.56	.00
ACCOUNTS PAYABLE	57,918.21	107,725.74
ACCRUED INTEREST PAYABLE	( 1,188.71)	( 1,043.30)
ACCRUED FICA TAXES PAYABLE	25.00	25.00
ACCRUED VACATION TIME	48,334.12	39,669.82
ACCRUED COMP TIME PAYABLE	20,220.05	18,102.86
ACCRUED SICK TIME	33,405.15	30,247.31
	8,900,893.99	8,581,654.52
<u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	8,155,441.00	8,202,869.00
RESTRICTED FOR DEBT SERVICE	73,176.00	.00
UNRESTRICTED NET POSITION	3,866,103.41	3,827,847.20
REVENUE OVER EXPENDITURES - YTD	( 75,243.32)	( 75,772.44)
BALANCE - CURRENT DATE	12,019,477.09	11,954,943.76
TOTAL FUND EQUITY	12,019,477.09	11,954,943.76
TOTAL LIABILITIES AND EQUITY	20,920,371.08	20,536,598.28

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2026

WPC

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	28,990,134.90	27,473,482.55
ACCUMULATED DEPRECIATION	( 18,649,631.05)	( 18,318,083.38)
BOOK VALUE OF PLANT	10,340,503.85	9,155,399.17
CONSTRUCTION WORK IN PROGRESS	479,234.63	12,553.25
<u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	139,709.17	1,375,333.46
PAYROLL ACCOUNT	200.00	200.00
PETTY CASH	175.00	175.00
SEWER INFRASTRUCTURE FEE	2,808,983.26	2,367,832.62
BOND DEBT & RESERVE ACCOUNT	108,592.24	119,360.82
TOTAL CASH ACCOUNTS	3,057,659.67	3,862,901.90
CUSTOMER ACCOUNTS RECEIVABLE	403,095.85	15,654.20
ALLOWANCE FOR BAD DEBTS	( 6,570.21)	( 6,936.67)
BALANCE OF ACCOUNTS RECEIVABLE	396,525.64	8,717.53
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	1,450.40	964.67
PREPAID EXPENSES	58,346.00	44,847.00
ACCRUED UTILITY REVENUES	199,687.27	184,980.35
TOTAL ASSETS	14,533,407.46	13,270,363.87

Exhibit "B"  
 BEATRICE BOARD OF PUBLIC WORKS  
 BALANCE SHEET  
 FEBRUARY 28, 2026

WPC

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
2025 BONDS PAYABLE	469,171.31	.00
2025 BOND PREMIUM	6,298.11	.00
ACCOUNTS PAYABLE	49,416.98	30,666.90
ACCRUED INTEREST PAYABLE	( 129.57)	.00
ACCRUED VACATION TIME	25,032.46	33,108.93
ACCRUED COMP TIME PAYABLE	12,664.22	7,938.49
ACCRUED SICK TIME	37,556.66	35,120.57
TOTAL LIABILITIES	600,010.17	106,834.89
 <u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	9,649,202.00	9,343,905.00
RESTRICTED FOR DEBT SERVICE	102,753.00	.00
UNRESTRICTED NET POSITION	4,172,663.06	3,585,330.82
REVENUE OVER EXPENDITURES - YTD	8,779.23	234,293.16
BALANCE - CURRENT DATE	13,933,397.29	13,163,528.98
TOTAL FUND EQUITY	13,933,397.29	13,163,528.98
TOTAL LIABILITIES AND EQUITY	14,533,407.46	13,270,363.87

**Exhibit "B"**  
**BEATRICE BOARD OF PUBLIC WORKS**  
**OPERATING STATEMENT**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026**

**ELECTRIC FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	267,919.48	1,450,018.17	( 3,868,500.00)	( 5,318,518.17)	37.5	1,428,233.01
RESIDENTIAL HEATING SALES	280,584.78	1,470,588.08	( 3,072,000.00)	( 4,542,588.08)	47.9	1,434,705.28
GENERAL SERVICE SALES	127,657.51	667,222.65	( 1,600,000.00)	( 2,267,222.65)	41.7	646,064.23
GENERAL SERVICE HEATING SALES	82,062.47	430,405.23	( 910,500.00)	( 1,340,905.23)	47.3	408,959.01
GENERAL SERVICE DEMAND SALES	489,499.42	2,460,497.22	( 5,900,000.00)	( 8,360,497.22)	41.7	2,434,214.26
LARGE POWER CONTRACT	186,690.54	919,258.26	( 1,750,000.00)	( 2,669,258.26)	52.5	587,706.33
PUBLIC STREET & HIGHWAY LIGHTING	6,864.42	37,578.68	( 88,000.00)	( 125,578.68)	42.7	35,611.40
INFRASTRUCTURE FEE	22,667.00	113,397.60	( 840,000.00)	( 953,397.60)	13.5	.00
INTERDEPARTMENTAL SALES	2,874.16	18,250.28	( 50,000.00)	( 68,250.28)	36.5	23,979.59
SECURITY LIGHTING SALES	8,584.43	42,869.39	( 102,000.00)	( 144,869.39)	42.0	43,711.05
ENGINEERING DEPARTMENT INCOME	14,522.00	72,670.00	( 174,000.00)	( 246,670.00)	41.8	66,640.00
MARKET SALES	63,386.08	414,910.27	( 650,000.00)	( 1,064,910.27)	63.8	213,957.15
RENEWABLE ENERGY CREDITS	.00	.00	( 100,000.00)	( 100,000.00)	.0	.00
<b>TOTAL OPERATING REVENUE</b>	<b>1,553,312.29</b>	<b>8,097,665.83</b>	<b>( 19,105,000.00)</b>	<b>( 27,202,665.83)</b>	<b>42.4</b>	<b>7,323,781.31</b>
<b>OPERATING EXPENSE</b>						
PURCHASED POWER	( 889,639.91)	( 4,802,356.55)	( 10,200,000.00)	( 5,397,643.45)	( 47.1)	( 4,595,048.05)
PURCHASED POWER - WAPA	( 43,083.14)	( 218,675.61)	( 525,000.00)	( 306,324.39)	( 41.7)	( 197,638.17)
PURCHASED POWER - COTTONWOOD	( 96,309.93)	( 471,897.05)	( 1,300,000.00)	( 828,102.95)	( 36.3)	( 551,360.13)
OPERATION & MAINTENANCE	( 107,596.03)	( 456,296.45)	( 1,506,638.00)	( 1,050,341.55)	( 30.3)	( 619,525.17)
ACCOUNTING & COLLECTING	( 12,351.83)	( 79,062.47)	( 164,121.00)	( 85,058.53)	( 48.2)	( 106,648.68)
METER READING	( 2,817.14)	( 13,747.00)	( 35,378.00)	( 21,631.00)	( 38.9)	( 15,874.64)
ENGINEERING DEPARTMENT	( 36,332.21)	( 185,863.91)	( 455,420.00)	( 269,556.09)	( 40.8)	( 191,964.47)
INFOMATIONAL TECH - COMPUTERS	.00	( 8,597.85)	.00	8,597.85	.0	( 138,506.30)
ADMINISTRATIVE	( 68,934.65)	( 336,408.11)	( 807,385.00)	( 470,976.89)	( 41.7)	( 88,322.91)
GENERAL	( 96,501.21)	( 521,369.06)	( 988,076.00)	( 466,706.94)	( 52.8)	( 452,737.50)
VEHICLE & EQUIPMENT EXPENSES	( 29,867.13)	( 109,745.10)	( 171,500.00)	( 61,754.90)	( 64.0)	( 136,984.77)
DEPRECIATION	( 125,284.45)	( 628,690.90)	( 1,465,000.00)	( 836,309.10)	( 42.9)	( 612,819.97)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 1,508,717.63)</b>	<b>( 7,832,710.06)</b>	<b>( 17,618,518.00)</b>	<b>( 9,785,807.94)</b>	<b>( 44.5)</b>	<b>( 7,707,430.76)</b>
<b>NET OPERATING REVENUE</b>	<b>44,594.66</b>	<b>264,955.77</b>	<b>( 36,723,518.00)</b>	<b>( 36,988,473.77)</b>	<b>.7</b>	<b>( 383,649.45)</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	27,945.34	181,508.18	( 1,058,000.00)	( 1,239,508.18)	17.2	126,263.23
INTEREST INCOME	19,756.12	102,950.09	( 101,000.00)	( 203,950.09)	101.9	120,317.19
RESTRICTED INTEREST INCOME	9,642.08	54,555.33	.00	( 54,555.33)	.0	558.25
INTEREST EXPENSES	.00	.00	( 197,930.00)	( 197,930.00)	.0	.00
MUNICIPAL EXPENSE	( 76,946.07)	( 320,942.87)	( 742,185.00)	( 421,242.13)	( 43.2)	( 383,257.83)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>( 29,127.36)</b>	<b>( 35,910.48)</b>	<b>( 2,099,115.00)</b>	<b>( 2,063,204.52)</b>	<b>( 1.7)</b>	<b>( 136,725.59)</b>
<b>TOTAL NET INCOME OR (LOSS)</b>	<b>24,992.13</b>	<b>283,026.50</b>	<b>( 38,822,633.00)</b>	<b>( 39,105,659.50)</b>	<b>.7</b>	<b>( 519,768.61)</b>

**Exhibit "B"**  
**BEATRICE BOARD OF PUBLIC WORKS**  
**OPERATING STATEMENT**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026**

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	107,198.31	590,811.96	( 1,658,500.00)	( 2,249,311.96)	35.6	623,313.00
COMMERCIAL SALES	38,959.95	218,656.58	( 680,000.00)	( 898,656.58)	32.2	243,265.31
CONTRACT SALES	27,836.66	159,102.50	( 400,000.00)	( 559,102.50)	39.8	157,642.13
INFRASTRUCTURE FEE	22,783.00	114,351.00	( 276,000.00)	( 390,351.00)	41.4	58,637.00
<b>TOTAL OPERATING REVENUE</b>	<b>196,777.92</b>	<b>1,082,922.04</b>	<b>( 3,014,500.00)</b>	<b>( 4,097,422.04)</b>	<b>35.9</b>	<b>1,082,857.44</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 129,272.00)	( 528,697.39)	( 1,261,512.00)	( 732,814.61)	( 41.9)	( 479,612.06)
ACCOUNTING & COLLECTING	( 9,679.63)	( 61,210.97)	( 112,152.00)	( 50,941.03)	( 54.6)	( 66,369.13)
METER READING	( 1,756.80)	( 8,645.45)	( 21,726.00)	( 13,080.55)	( 39.8)	( 6,732.59)
ENGINEERING DEPARTMENT	( 3,903.00)	( 19,515.00)	( 46,837.00)	( 27,322.00)	( 41.7)	( 16,765.00)
ADMINISTRATIVE	( 29,430.40)	( 148,289.50)	( 353,670.00)	( 205,380.50)	( 41.9)	( 51,757.00)
GENERAL	( 54,504.71)	( 261,727.25)	( 592,960.00)	( 331,232.75)	( 44.1)	( 220,199.82)
VEHICLE & EQUIPMENT EXPENSES	( 7,450.80)	( 17,163.15)	( 91,000.00)	( 73,836.85)	( 18.9)	( 16,996.41)
DEPRECIATION	( 85,750.53)	( 429,398.50)	( 990,000.00)	( 560,601.50)	( 43.4)	( 410,294.90)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 321,747.87)</b>	<b>( 1,474,647.21)</b>	<b>( 3,469,857.00)</b>	<b>( 1,995,209.79)</b>	<b>( 42.5)</b>	<b>( 1,268,726.91)</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>( 124,969.95)</b>	<b>( 391,725.17)</b>	<b>( 6,484,357.00)</b>	<b>( 6,092,631.83)</b>	<b>( 6.0)</b>	<b>( 185,869.47)</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	10,401.35	154,327.76	( 287,500.00)	( 441,827.76)	53.7	103,603.32
INTEREST INCOME	6,734.61	38,864.78	( 100,000.00)	( 138,864.78)	38.9	42,931.32
RESTRICTED INTEREST INCOME	555.79	3,278.53	( 3,000.00)	( 6,278.53)	109.3	5,364.29
GRANT INCOME	.00	133,134.29	.00	( 133,134.29)	.0	.00
OTHER INCOME	.00	5,084.81	( 2,000.00)	( 7,084.81)	254.2	326.62
INTEREST EXPENSES	.00	.00	( 441,424.00)	( 441,424.00)	.0	.00
MUNICIPAL EXPENSE	( 4,047.85)	( 18,208.32)	( 70,500.00)	( 52,291.68)	( 25.8)	( 42,128.52)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>13,643.90</b>	<b>316,481.85</b>	<b>( 904,424.00)</b>	<b>( 1,220,905.85)</b>	<b>35.0</b>	<b>110,097.03</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>( 111,326.05)</b>	<b>( 75,243.32)</b>	<b>( 7,388,781.00)</b>	<b>( 7,313,537.68)</b>	<b>( 1.0)</b>	<b>( 75,772.44)</b>

**Exhibit "B"**  
**BEATRICE BOARD OF PUBLIC WORKS**  
**OPERATING STATEMENT**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026**

	WPC					
	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YEAR YTD
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	117,459.08	589,455.97	( 1,396,000.00)	( 1,985,455.97)	42.2	580,845.70
COMMERCIAL SALES	43,435.74	234,202.69	( 680,000.00)	( 914,202.69)	34.4	246,531.51
INFRASTRUCTURE FEE	39,380.00	197,332.00	( 470,000.00)	( 667,332.00)	42.0	141,504.00
<b>TOTAL OPERATING REVENUE</b>	<b>200,274.82</b>	<b>1,020,990.66</b>	<b>( 2,546,000.00)</b>	<b>( 3,566,990.66)</b>	<b>40.1</b>	<b>968,881.21</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 63,412.68)	( 447,393.62)	( 875,812.00)	( 428,418.38)	( 51.1)	( 340,006.32)
ACCOUNTING & COLLECTING	( 5,891.61)	( 42,158.70)	( 93,519.00)	( 51,360.30)	( 45.1)	( 35,248.86)
METER READING	( 919.74)	( 5,618.43)	( 13,151.00)	( 7,532.57)	( 42.7)	( 5,493.26)
ENGINEERING DEPARTMENT	( 3,903.00)	( 19,515.00)	( 46,837.00)	( 27,322.00)	( 41.7)	( 16,765.00)
ADMINISTRATIVE	( 19,976.60)	( 100,050.49)	( 240,211.00)	( 140,160.51)	( 41.7)	( 34,253.00)
GENERAL	( 35,080.54)	( 159,255.15)	( 366,575.00)	( 207,319.85)	( 43.4)	( 110,315.71)
VEHICLE & EQUIPMENT EXPENSES	( 418.08)	( 18,499.89)	( 65,000.00)	( 46,500.11)	( 28.5)	( 15,432.14)
DEPRECIATION	( 59,274.70)	( 296,980.89)	( 640,000.00)	( 343,019.11)	( 46.4)	( 251,344.41)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 188,876.95)</b>	<b>( 1,089,472.17)</b>	<b>( 2,341,105.00)</b>	<b>( 1,251,632.83)</b>	<b>( 46.5)</b>	<b>( 808,858.70)</b>
<b>NET OPERATING REVENUE</b>	<b>11,397.87</b>	<b>( 68,481.51)</b>	<b>( 4,887,105.00)</b>	<b>( 4,818,623.49)</b>	<b>( 1.4)</b>	<b>160,022.51</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	4,042.95	31,157.88	( 68,000.00)	( 99,157.88)	45.8	28,063.47
INTEREST INCOME	8,597.03	50,246.83	( 100,000.00)	( 150,246.83)	50.3	56,440.68
RESTRICTED INTEREST INCOME	288.55	1,702.38	( 4,000.00)	( 5,702.38)	42.6	1,737.46
GRANT INCOME	.00	.00	( 2,000,000.00)	( 2,000,000.00)	.0	.00
OTHER INCOME	175.00	1,400.00	( 1,000.00)	( 2,400.00)	140.0	1,890.00
INTEREST EXPENSES	.00	.00	( 111,055.00)	( 111,055.00)	.0	.00
MUNICIPAL EXPENSE	( 990.24)	( 7,246.35)	( 30,500.00)	( 23,253.65)	( 23.8)	( 13,860.96)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>12,113.29</b>	<b>77,260.74</b>	<b>( 2,314,555.00)</b>	<b>( 2,391,815.74)</b>	<b>3.3</b>	<b>74,270.65</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>23,511.16</b>	<b>8,779.23</b>	<b>( 7,201,660.00)</b>	<b>( 7,210,439.23)</b>	<b>.1</b>	<b>234,293.16</b>

Exhibit "B"  
CITY OF BEATRICE  
COMBINED CASH INVESTMENT  
FEBRUARY 28, 2026

COMBINED CASH ACCOUNTS

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

CASH ALLOCATION RECONCILIATION

3 ALLOCATION TO STREET FUND	3,375,879.58
TOTAL ALLOCATIONS TO OTHER FUNDS	3,375,879.58
ZERO PROOF IF ALLOCATIONS BALANCE	3,375,879.58

Exhibit "B"  
 CITY OF BEATRICE  
 BALANCE SHEET  
 FEBRUARY 28, 2026

STREET FUND

ASSETS

03-00-100-00	CASH - COMBINED CASH FUND	3,375,879.58	
03-00-101-03	CASH-HIGHWAY ALLOC DEBT RESV	133,024.00	
03-00-103-01	CASH-BOND FUNDS	631,345.49	
03-00-120-00	ACCOUNTS RECEIVABLE	74,701.50	
03-00-129-00	DUE FROM OTHER GOVERNMENTS	290,168.03	
03-00-130-00	DUE FROM SPEC ASSESS FUND	49,626.00	
	TOTAL ASSETS		4,554,744.60

LIABILITIES AND EQUITY

LIABILITIES

03-00-201-00	ACCOUNTS PAYABLE	5,665.31	
03-00-215-00	ACCRUED INTEREST PAYABLE	34,585.00	
03-00-231-00	BONDS PAYABLE-L.T.	2,600,000.00	
	TOTAL LIABILITIES		2,640,250.31

FUND EQUITY

03-00-250-01	DESIGNATED FOR STREETS	2,312,581.07	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER (UNDER) EXPENDITURES - YTD	( 398,086.78)	
	BALANCE - CURRENT DATE	( 398,086.78)	
	TOTAL FUND EQUITY		1,914,494.29
	TOTAL LIABILITIES AND EQUITY		4,554,744.60

**Exhibit "B"**  
**CITY OF BEATRICE**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026**

**STREET FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SALES TAX</u>					
03-20-313-01 SALES TAX (30%OF1%)LESS MV	15,000.00	117,986.16	250,000.00	132,013.84	47.2
03-20-313-02 SALES TAX ON MOTOR VEHICLES	40,000.00	235,893.13	630,000.00	394,106.87	37.4
<b>TOTAL SALES TAX</b>	<b>55,000.00</b>	<b>353,879.29</b>	<b>880,000.00</b>	<b>526,120.71</b>	<b>40.2</b>
<u>STATE AGENCY AID</u>					
03-20-332-01 HIGHWAY ALLOCATION, INCEN PMT	173,732.94	797,717.15	1,845,514.00	1,047,796.85	43.2
03-20-332-02 STATE MAINTENANCE CONTRACT	.00	.00	65,898.00	65,898.00	.0
03-20-332-05 STATE PROJECT FUNDING	.00	.00	280,000.00	280,000.00	.0
03-20-332-06 MOTOR VEHICLE FEE PMT	.00	.00	125,000.00	125,000.00	.0
<b>TOTAL STATE AGENCY AIDL</b>	<b>173,732.94</b>	<b>797,717.15</b>	<b>2,316,412.00</b>	<b>1,518,694.85</b>	<b>34.4</b>
<u>FEDERAL AGENCY AID</u>					
03-20-334-01 FEDERAL GRANTS	.00	170,644.67	500,000.00	329,355.33	34.1
<b>TOTAL FEDERAL AGENCY AID</b>	<b>.00</b>	<b>170,644.67</b>	<b>500,000.00</b>	<b>329,355.33</b>	<b>34.1</b>
<u>STREET FEES</u>					
03-20-349-00 STREET CHARGES FOR SERVICES	692.00	4,694.96	8,000.00	3,305.04	58.7
03-20-349-02 STREET SALES	60.00	210.00	500.00	290.00	42.0
03-20-349-03 STREET REIMBURSEMENTS	1,594.00	8,435.50	24,000.00	15,564.50	35.2
<b>TOTAL STREET FEES</b>	<b>2,346.00</b>	<b>13,340.46</b>	<b>32,500.00</b>	<b>19,159.54</b>	<b>41.1</b>
<u>INTEREST EARNINGS</u>					
03-20-361-01 INTEREST EARNING - HWY ALL BND	1,769.97	21,457.04	.00 (	21,457.04)	.0
<b>TOTAL INTEREST EARNINGS</b>	<b>1,769.97</b>	<b>21,457.04</b>	<b>.00 (</b>	<b>21,457.04)</b>	<b>.0</b>
<u>DONATIONS</u>					
03-20-367-01 PRIVATE FUNDING	.00	82,289.92	.00 (	82,289.92)	.0
<b>TOTAL DONATIONS</b>	<b>.00</b>	<b>82,289.92</b>	<b>.00 (</b>	<b>82,289.92)</b>	<b>.0</b>

Exhibit "B"  
 CITY OF BEATRICE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>INTERFUND TRANSFERS</u>						
03-20-371-01	INTERFUND TRANSFER	17,660.33	17,660.33	.00	( 17,660.33)	.0
	TOTAL INTERFUND TRANSFERS	17,660.33	17,660.33	.00	( 17,660.33)	.0
	TOTAL FUND REVENUE	250,509.24	1,456,988.86	3,728,912.00	2,271,923.14	39.1

**Exhibit "B"**  
**CITY OF BEATRICE**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026**

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET FUND</u>					
03-20-411-01 SALARIES (MAINT)	43,237.10	223,886.50	549,237.00	325,350.50	40.8
03-20-411-02 SALARIES (OVERTIME)	1,867.75	5,446.22	12,765.00	7,318.78	42.7
03-20-411-03 SALARIES (PART-TIME)	.00	.00	17,500.00	17,500.00	.0
03-20-411-06 SALARIES(BPW SNOW/OTHER MAINT)	.00	.00	2,000.00	2,000.00	.0
03-20-411-07 SALARIES (LEGAL/CITY)	827.00	4,135.00	11,677.00	7,542.00	35.4
03-20-411-10 SALARIES (BPW ENGINEERING)	5,612.00	28,060.00	67,349.00	39,289.00	41.7
03-20-411-20 SALARIES (CITY-MGR SERVICES)	1,776.00	8,880.00	21,306.00	12,426.00	41.7
03-20-412-01 SOCIAL SECURITY	3,299.86	16,858.79	45,507.00	28,648.21	37.1
03-20-413-01 RETIREMENT	2,361.00	12,090.23	32,817.00	20,726.77	36.8
03-20-414-01 HEALTH & LIFE INSURANCE	25,225.00	126,100.00	293,664.00	167,564.00	42.9
03-20-415-01 WORKERS' COMPENSATION	( 1,082.00)	42,234.00	54,218.00	11,984.00	77.9
03-20-421-01 INSURANCE	540.00	33,688.00	34,287.00	599.00	98.3
03-20-422-60 INFO. TECH. SERVICES	7,192.00	35,960.00	86,303.00	50,343.00	41.7
03-20-424-01 BUILDING MAINT./REPAIRS	131.87	768.87	2,500.00	1,731.13	30.8
03-20-424-02 EQUIP OTHER & RADIO REPAIR	.00	57.00	1,000.00	943.00	5.7
03-20-424-03 ROAD EQUIP REP/MAINT (LABOR)	5,598.00	27,857.23	45,000.00	17,142.77	61.9
03-20-425-01 BUILDING RENTALS (SHOP-BPW)	600.00	1,600.00	3,000.00	1,400.00	53.3
03-20-425-04 EQUIPMENT RENTALS	.00	1,381.25	8,000.00	6,618.75	17.3
03-20-425-05 SOFTWARE MAINTENANCE	.00	.00	5,800.00	5,800.00	.0
03-20-425-06 WEED SPRAYING/TREE TRIMMING	.00	465.00	4,750.00	4,285.00	9.8
03-20-426-01 TRAINING/TRAVEL EXPENSES	520.91	570.91	4,000.00	3,429.09	14.3
03-20-427-01 TELEPHONE	50.00	250.00	.00	( 250.00)	.0
03-20-429-04 BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
03-20-429-05 OTHER SERV & CHGS (MS4)	2,625.00	14,790.00	35,000.00	20,210.00	42.3
03-20-429-06 OTHER SERV & CHGS (SPC FEES)	9,793.60	42,999.43	45,000.00	2,000.57	95.6
03-20-432-01 GAS & OIL	342.42	10,504.93	58,000.00	47,495.07	18.1
03-20-432-02 UNIFORMS	.00	429.28	3,000.00	2,570.72	14.3
03-20-432-04 CHEMICALS	.00	49.98	10,000.00	9,950.02	.5
03-20-432-09 TRAFFIC CONTROL	.00	8,757.05	25,000.00	16,242.95	35.0
03-20-432-13 SHOP/JANITORIAL/OSHA SUPPLIES	577.42	2,956.54	8,500.00	5,543.46	34.8
03-20-433-02 ROAD EQ MNT TIRES/BROOMS/BLADE	331.25	16,268.01	30,000.00	13,731.99	54.2
03-20-433-03 ROAD EQUIP REPAIRS (PARTS)	1,232.21	41,690.78	55,000.00	13,309.22	75.8
03-20-433-05 ROAD IMP MATERIALS (IN-HOUSE)	5,651.60	17,253.12	125,000.00	107,746.88	13.8
03-20-433-06 ROAD MATERIALS ICE CONTROL	.00	17,172.55	75,000.00	57,827.45	22.9
03-20-434-01 SMALL TOOLS & MINOR EQ	159.97	3,713.48	3,500.00	( 213.48)	106.1
03-20-443-01 STREET IMP/ARMORCOAT/REJUVINAT	.00	.00	65,000.00	65,000.00	.0
03-20-443-06 STREET IMP/MISC CONC REPAIR	2,079.72	28,436.19	150,000.00	121,563.81	19.0
03-20-443-12 STREET IMP/HIGHWAY PROJECTS	.00	.00	500,000.00	500,000.00	.0
03-20-443-13 STREET IMP/QCT ELLA STREET	.00	4,264.00	.00	( 4,264.00)	.0
03-20-443-15 STREET IMP - DT BEAUTIFICATION	.00	( 5,696.70)	.00	5,696.70	.0
03-20-443-20 STREET IMP/RECONSTRUCTION	153.75	4,577.50	375,000.00	370,422.50	.12
03-20-443-21 STREET IMP/NEW STREETS	11,283.75	1,015,712.95	1,496,631.00	480,918.05	67.9
03-20-443-22 STREET IMP-33RD & LINCOLN	1,314.28	9,030.53	.00	( 9,030.53)	.0
03-20-443-24 STREET IMP/STORM SEWER RECONC	.00	.00	50,000.00	50,000.00	.0
03-20-444-01 MACHINERY & EQUIPMENT	.00	.00	514,000.00	514,000.00	.0
03-20-451-01 CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
03-20-472-01 INTEREST-HWY ALLOC SERIES 25	.00	51,877.02	109,165.00	57,287.98	47.5
<b>TOTAL STREET FUND</b>	<b>133,301.46</b>	<b>1,855,075.64</b>	<b>5,135,676.00</b>	<b>3,280,600.36</b>	<b>36.1</b>

**Exhibit "B"**  
 CITY OF BEATRICE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 5 MONTHS ENDING FEBRUARY 28, 2026

STREET FUND

	<u>PERIOD ACTUAL</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDED</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	133,301.46	1,855,075.64	5,135,676.00	3,280,600.36	36.1
NET REVENUE OVER(UNDER)EXPENDITURE	117,207.78	( 398,086.78)	( 1,406,764.00)	( 1,008,677.22)	( 28.3)

Exhibit "C"  
**CODE VIOLATIONS SUMMARY**

	Year-to-Date
No Violation Found	0
Referred to BPD	0
Referred to Other City Department	1
Closed Cases	81

Current Pending Cases	2
Current Open Cases	84
Cases Closed in March	7

**PENDING: 2**

Case #	Date Opened	Violation	Reason for Violation	Location
20260065	3/10/2026	Dilapidated	Dilapidated House, Scrap lumber on side of house. Estimated repair cost exceed over 50% assessed value.	911 Ella Street
20260032	1/27/2026		Dog Bite; Person(s) potentially living in shop or camper in rear	411 Court Street

**OPEN CASES: 84**

Case #	Date Opened	Violation	Reason for Violation	Location
20260168	3/31/2026	JMV		201 S Lasalle Street
20260167	3/31/2026	JMV		503 W Scott Street
20260166	3/31/2026	Code	Couch & fridge in driveway	1123 Court Street
20260165	3/31/2026	JMV		125 S Lasalle Street
20260164	3/31/2026	JMV		1301 Court Street
20260163	3/31/2026	JMV		1301 Court Street
20260161	3/27/2026	Code		1408 Jackson Street

## Exhibit "C"

20260160	3/27/2026	Code	Refridgerator sitting along driveway	1400 Park Street
20260159	3/27/2026	Code	Mattress sitting next to dumpster.	1700 Park Street
20260158	3/27/2026	Code	tires and hot water heater sitting in driveway	1409 Ashland Avenue
20260157	3/26/2026	Code		1222 Scott Street
20260156	3/26/2026	Code	Mattress along driveway and fence	922 Market Street
20260155	3/26/2026	Code	bathroom vanity on sidewalk	211 S 13th Street
20260154	3/26/2026	Code	Mattress and bed junk in the driveway	1328 Market Street
20260153	3/26/2026	JMV		1424 Grant Street
20260152	3/25/2026	JMV		1519 Grant Street
20260151	3/24/2026	JMV		901 High Street
20260150	3/24/2026	Code	Couch in front on house out by the street	205 Wiebe Street
20260149	3/24/2026	Code	Garage frame destroyed, fell over. Will need to meet all setbacks and will not be able to use old garage frame.	684 W Court Street
20260147	3/23/2026	Code	Large hole in roof, shingles are past their life and need replaced.	717 Market Street
20260146	3/23/2026	Zoning	Parking in required front yard,	1623 N 19th Street
20260145	3/23/2026	Zoning	Re shingled roof without a roofing permit.	1210 Dorsey Street
20260144	3/20/2026	JMV		1226 S 7th Street
20260142	3/19/2026	Dilapidated	Detached garage roof has multiple holes throughout, either needs fixed or torn down.	1023 Bell Street
20260141	3/19/2026	Weeds	Overgrown volunteer trees growing within fencline.	922 Bell Street
20260140	3/19/2026	Dilapidated	Detached garage roof has multiple holes throughout, big hole in siding.	922 Bell Street
20260139	3/19/2026	Code	Mattress and dresser sitting along alley	521 N 11th Street
20260138	3/18/2026	JMV		1310 Washington Street

## Exhibit "C"

20260137	3/18/2026	JMV		1310 Washington Street
20260136	3/18/2026	JMV		1210 Washington Street
20260135	3/18/2026	JMV		1100 N 12th Street
20260134	3/18/2026	JMV		1210 Washington Street
20260133	3/18/2026	JMV		1023 N 15th Street
20260132	3/18/2026	JMV		920 N 13th Street
20260131	3/18/2026	Code	Washing machine, sinks, garage doors , and pile of junk behind doors.	1510 Summit Street
20260130	3/18/2026	Code	Trailer in driveway full of trash/trashbags, back yard full of cardboard boxes, trash bags	1210 Washington Street
20260129	3/18/2026	Code	Recliner along side of the garage	1517 Washington Street
20260128	3/18/2026	Code	falling and partially collapsed fence.	1111 High Street
20260127	3/18/2026	JMV		1510 Summit Street
20260126	3/18/2026	JMV		1510 Summit Street
20260125	3/16/2026	Code	Brown Ottoman on front steps.	311 Hill Street
20260124	3/12/2026	Code	Couch sitting in driveway, chair and ottoman sitting on front step.	738 W Mary Street
20260123	3/12/2026	Code	Recliner sitting in the back, tires along back of house.	925 N 5th Street
20260122	3/12/2026	Code	Recliner on front porch	902 Market Street
20260121	3/12/2026	JMV		1519 Grant Street
20260120	3/12/2026	JMV		800 High Street
20260119	3/10/2026	Code	Junk and trash all around back yard and driveway. Scrap lumber and fence panels, pallets, windows and other building materials, paint cans next to driveway, cardboard boxes, plastic bins, pile of junk next to driveway in back yard. (complaint received)	519 S 12th Street

## Exhibit "C"

20260118	3/9/2026	Code	Couch along street and sidewalk	921 Grant Street
20260116	3/5/2026	JMV		1723 High Street
20260115	3/5/2026	Zoning	Gray canvas car port put up with no permit. not meeting setbacks. Scrap lumber throughout property. Junk and trash littered around driveway. Plastic totes, bins surrounding the driveway. Various hunting material throughout property. scrap lumber and wood along alleyway and plastic and trash along alleyway. (complaint received)	1723 High Street
20260113	3/5/2026	Zoning	Vehicle parked in required front yard. (complaint received)	1216 Dorsey Street
20260112	3/5/2026	Code	Recliner on front porch	601 N 9th Street
20260111	3/18/2026	Code	leather chair sitting in front yard	1515 Bell Street
20260110	3/4/2026	Code	Tires and destroyed cabinet at the back of the house	210 N 9th Street
20260109	3/3/2026	Code	scrap wood lined up along garage	1518 Washington Street
20260107	3/18/2026	JMV		601 S 10th Street
20260106	3/18/2026	Code	Recliner sitting on front porch	601 S 10th Street
20260104	3/2/2026	Code	Trash along ditch in front of house.	311 Hill Street
20260102	2/26/2026	Code	car parts, scrap metal all around garage and car	823 Bell Street
20260099	2/25/2026	Code	Recliner sitting on front porch	600 S 8th Street
20260098	2/25/2026	Code	Junk/Trash on front porch, junk/trash/toilet sitting next to the street. Recliner on front porch.	808 Perkins Street
20260097	2/25/2026	JMV		1120 Market Street
20260096	2/25/2026	JMV		1002 W Court Street
20260095	2/25/2026	JMV		807-809 ELLA
20260094	2/24/2026	Code		801 Ella Street
20260093	2/24/2026	JMV		323 N 12th Street

## Exhibit "C"

20260089	3/1/2026	JMV		1115 S 3rd Avenue
20260088	3/24/2026	JMV		1115 S 3rd Avenue
20260087	3/24/2026	JMV		1115 S 3rd Avenue
20260086	2/20/2026	JMV		529 Ella Street
20260085	2/20/2026	JMV		529 Ella Street
20260081	2/18/2026	Code	Couch sitting on front porch.	1006 Ella Street
20260077	2/17/2026	Code	Watching, cat house.	511 N 10th Street
20260073	2/13/2026	JMV		1713 Monroe Street
20260068	2/12/2026	JMV		330 S 21st Street
20260066	2/11/2026	Code	Dresser/Cabinet & Mattress sitting along garages and alleyway	801 Ella Street
20260064	2/10/2026	JMV		1524 Summit Street
20260051	2/2/2026	Permit Violation	Dirt being hauled in to flood area on property. No flood district development paperwork filed.	
20260048	1/30/2026	JMV		916 Ella Street
20260031	1/27/2026	JMV		1623 Grant Street
20260021	1/22/2026	Zoning	wrong fence materials being used to put up fence	1426 N 8th Street
20260020	1/22/2026	Code	Mattresses in the backyard	400-406 N 11th Street
20260017	2/20/2026	Code	Refridgerator on the side of the garage.	1022 Herbert Street
20260007	1/7/2026	Code	Significant fire, heat and smoke damage to banquet room and restaraunt.	403 Court Street

**CLOSED IN MARCH: 7**

Case #	Date Opened	Violation	Reason for Violation	Location
20260103	3/2/2026	Code	Mattress in front yard.	738 W Mary Street
20260105	3/3/2026	Code	recliner, dresser all next to the alley. Junk and trash next to the alley	11th & Washington Street

## Exhibit "C"

20260108	3/3/2026	Code	Recliner, cardboard along alleyway	105 N 4th Street
20260114	3/5/2026	Code	Junk/trash along front of the house and front porch. Tires next to the garage and in pile of trash and junk in front of the house.	1518 N 13th Street
20260117	3/6/2026	Illegal dump / Debris	oil pan next to the street. Used motor oil.	423 Thayer Street
20260143	3/20/2026	JMV		1724 Carlyle Street
20260148	3/24/2026	Code	Blue couch sitting out front by the street	1517 High Street

## PERMIT SUMMARY REPORT

	March 2026	March 2025	Current Year-to-Date 2026	Last Year-to-Date 2025
Administrative Setback Adjustment (Zoning)				
Count	0	2	2	2
Fees Paid	\$ -	\$ 50.00	\$ 100.00	\$ 50.00
Administrative Subdivision Application (Zoning)				
Count	2	2	4	2
Fees Paid	\$ 222.00	\$ 222.00	\$ 524.00	\$ 222.00
Appeals Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Building Permit Application				
Count	33	34	48	60
Fees Paid	\$ 39,930.07	\$ 37,421.35	\$ 48,362.92	\$ 59,832.38
Change of Occupancy				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Demolition Permit Application				
Count	2	4	5	12
Fees Paid	\$ 10.00	\$ 10.00	\$ 20.00	\$ 45.00
Encroachment Permit Application				
Count	6	7	13	15
Fees Paid	\$ 40.00	\$ 50.00	\$ 395.00	\$ 450.00
Final Plat Application (Zoning)				
Count	1	2	3	2
Fees Paid	\$ 166.00	\$ -	\$ 452.00	\$ -
Flood District Development Permit				
Count	0	0	1	0
Fees Paid	\$ -	\$ -	\$ 50.00	\$ -
Hobbyist Vehicle Permit				
Count	0	0	0	1
Fees Paid	\$ -	\$ -	\$ -	\$ 50.00
Inquiry				
Count	0	3	0	3
Fees Paid	\$ -	\$ -	\$ -	\$ -
Mechanical Permit Application				
Count	2	2	2	4
Fees Paid	\$ 100.00	\$ 90.00	\$ 100.00	\$ 170.00
Moving Permit Application				
Count	0	1	0	1
Fees Paid	\$ -	\$ 100.00	\$ -	\$ 100.00
Mow-to-Own				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Plumber Registration				
Count	2	10	6	10
Fees Paid	\$ 75.00	\$ 282.00	\$ 170.00	\$ 282.00
Plumbing Permit Application				
Count	2	3	11	5
Fees Paid	\$ 158.00	\$ 200.00	\$ 1,714.00	\$ 236.00
Preliminary Plat Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Racecar Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Re-Zoning Application				
Count	0	1	1	2
Fees Paid	\$ -	\$ 100.00	\$ 100.00	\$ 200.00
Sign Permit Application				
Count	3	4	6	8
Fees Paid	\$ 225.00	\$ 300.00	\$ 450.00	\$ 600.00

**PERMIT SUMMARY REPORT**

	March 2026	March 2025	Current Year-to-Date 2026	Last Year-to-Date 2025
<b>Special Use Permit (Zoning)</b>				
Count	1	1	2	2
Fees Paid	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00
<b>Vacate Public Ways</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Water Tap</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Zoning Verification</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Voided Permits</b>	5	1	7	1
<b>TOTAL COUNT</b>	59	77	111	\$ 130
<b>TOTAL FEES PAID</b>	\$ 41,026.07	\$ 38,925.35	\$ 52,637.92	\$ 62,437.38

## DEMOLITION PROJECTS

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	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
9	Parcel 004148000	Owner to Demo	Barn on new Landmark Snacks location
10	1023 Bell Street	Owner to Demo	Small Garage
11	1109 Park Street	Owner to Demo	Small shed

### 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

**SPECIAL DESIGNATED LICENSES (SDLs) REQUESTED IN 2026**

<b>Name</b>	<b>Date of Event</b>	<b>Location of Event</b>	<b>Date Approved</b>	<b>By</b>
Tall Tree Tastings	3/3/2026	Beatrice Community Hospital	1/13/2026	ES
Beatrice Mary Family YMCA	2/28/2026	Beatrice Mary Family YMCA	1/19/2026	CC
Tall Tree Tastings	4/28/2026	Beatrice Public Library	4/6/2026	CC
Stone Hollow Brewing Company	4/30/2026 - 5/3/2026	Envision Landscapes	4/6/2026	ES

**SELL or PEDDLE GOODS REQUESTED IN 2026**

<b>Name</b>	<b>Date of Event</b>	<b>Location of Event</b>	<b>Date Approved</b>	<b>By</b>
Food for Hope	June 7 ; July 5; Aug 2; Sept 6	Chautauqua Park Tabernacle	4/13/2026	ES