

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



Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **CONSENT AGENDA**
 - 3.a. Approve agenda as submitted.
 - 3.b. Receive and place on file all notices pertaining to this meeting.
 - 3.c. Receive and place on file all materials having any bearing on this meeting.
 - 3.d. Approval of minutes of regular meeting on September 15, 2025, as on file in the City Clerk's Office.
 - 3.e. Approval of minutes of special meeting on September 30, 2025, as on file in the City Clerk's Office.
 - 3.f. Approval of Change Order #1 increase in the amount of \$2,629.00 to Judds Brothers Construction for the West Court Street Water Main Crossing project, as recommended by the Board of Public Works.
 - 3.g. Resolution Number 7631 executing the amended Exhibit "B" of the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, between WAPA and the City, as recommended by the Board of Public Works.
 - 3.h. Resolution Number 7632 executing any and all documents necessary for the implementation and administration of the amended and restated City of Beatrice Police Officers Retirement Plan and to appoint Tobias J. Tempelmeyer, Hannah Bell, and Erin Saathoff, as trustees of the Trust Agreement for said retirement plan.
 - 3.i. Resolution Number 7633 entering into a Lease Agreement between the City and Eakes Office Solutions, for the leasing of printers and other office equipment.
 - 3.j. Resolution Number 7634 entering into an Agreement between the City and Premier Cloud, Inc., for software services related to the City's email system.
 - 3.k. Resolution Number 7635 entering into an Agreement between the City and Global Payments Direct, Inc., for credit card processing services for payments made at the City landfill.
4. **DISCUSSIONS/REPORTS**
 - 4.a. **Federal Funding Updates** – *Merchant McIntyre Associates*
 - 4.b. **Presentation of ADA Transition Plan** – *JEO Consulting, Inc.*
5. **PUBLIC HEARINGS/BIDS**
 - 5.a. Public Hearing for the purpose considering the proposed issuance of revenue bonds for a student housing facility located in Lincoln, Nebraska, as allowed under Section 147 of the Internal Revenue Code.

- 5.b. Ordinance authorizing the issuance of up to \$38,000,000 for the benefit of P3 Foundation Inc., a nonprofit corporation and a tax-exempt organization, for the purpose of refinancing the costs of acquiring, constructing, and equipping a student housing facility located in Lincoln, Nebraska.
- 5.c. Public Hearing for the purpose of the acquisition of real property from Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, legally described as follows: The North 173 feet of Lots 1-4, Wagner's First Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014745100.
6. **RESOLUTIONS**
 - 6.a. Resolution Number 7636 executing the Contract for Sale of Real Estate and any and all documents necessary to acquire real estate from Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008.
 - 6.b. Resolution Number 7637 rejecting Vogts Parga Construction, LLC's bid and readvertise for bids to construct a new T-Hangar, upgrade Taxilanes, and reconstruct a hangar approach at the Beatrice Municipal Airport.
7. **ORDINANCES**
 - 7.a. Ordinance vacating Lots Eight (8) and Nine (9), Block Two (2), Nicholas LePoidevin's First Subdivision to the City of Beatrice, Gage County, Nebraska.
 - 7.b. Ordinance approving the plat of Henhouse Addition, City of Beatrice, Gage County, Nebraska.
8. **PUBLIC FORUM**
9. **EXECUTIVE SESSION** - Contract Negotiations & Potential Litigation
10. **MISCELLANEOUS**
 - 10.a. The next regular City Council meeting is October 20, 2025 at 6:00 p.m. in the BPS Administration Building Board Room.



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

SEPTEMBER 15, 2025

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 15th day of September, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on September 10, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

ROLL CALL

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

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

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.

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

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

MOTION CARRIED.

DISCUSSIONS/REPORTS

Presentation of Cost of Service/Rate Design Study

John Krajewski, JK Energy Consulting, Inc., reported to the Council he has worked with the City since 2008 stating he believes Beatrice serves their customers well by how we run our system compared to others. Krajewski noted there are many changes upcoming in the power industry. The last rate study was conducted in 2021 and no rate increase was recommended at that time. Krajewski noted while the City's rates are sufficient under the current contracts through 2030, with the anticipated cost structure changes

in 2031, power costs will be much higher. Krajewski stated it is his recommendation to phase slow and steady rate increases over time rather than having to impose a forty percent (40%) increase in 2030 when the City's current contract expires. Krajewski noted the City needs to establish rates that reflect the cost of service for each rate class and are competitive with neighboring utilities. Krajewski stated he believes when the City's current contract expires in 2030 and a generation facility, which is likely the lowest cost solution, is built, the City's rates need to be increased by a projected six percent (6%) annual rate through FY31. Tobias J. Tempelmeyer, City Administrator/General Manager, inquired if the City would still need a rate increase if we chose not to build a power plant. Krajewski reported if the City chose not to proceed with building a power plant and rather purchase power on the open market, the proposed rate increase at this time would be between seven percent (7%) and eight percent (8%). Krajewski noted he believes the construction of a generation facility will provide the City a longer-term stability, lower costs, and allows the City to not be at the control of the market. Krajewski reviewed the difference between capacity and energy with the Council. Krajewski noted if the City decides to proceed with a generation facility, you will likely need to issue revenue bonds and one (1) thing agencies look at is the rate structure and what steps have been taken prior to the bond issuance. Councilmember Ruh inquired if the City's generation facility would be used daily or only when needed. Krajewski noted the projections estimate it would run approximately thirty percent (30%) of the time, depending upon the Southwest Power Pool's (SPP) energy and capacity needs. Krajewski stated SPP would pay the City when the generation facility runs.

Krajewski stated the key finding from the rate study is the City's monthly customer charge of \$12.00 is extremely low and does not cover the cost of service. Krajewski's proposed rate design changes include: increasing the customer charges for all rate classes; increasing winter rates more than summer rates; increasing Residential Electric Heat and General Service Space Heat rates more than other rate classes; and eliminating the Irrigation rate schedule, as it is obsolete. Krajewski proposes the City implement an infrastructure charge of \$3.00 per month for residential customers; \$4.00 per month for General Service customers; and \$10.0 per month for General Service Demand customers. The revenue from the infrastructure charge would be put into a special fund for infrastructure projects, such as the generation facility or the construction of a new substation. The average monthly bill of a typical residential customer will increase \$5.25 per month (\$3.00 infrastructure charge and \$2.25 for energy). Krajewski reviewed Beatrice's rates compared with its peer group, including LES, Crete, Norris PPD, and NPPD, noting Beatrice's rates are lower than its peers, with the exception of LES who serves 225,000 customers.

In conclusion, Krajewski noted the City's rates will need to increase by approximately \$6.6 million by FY31 in order to cover projected increases in costs. Krajewski's recommendation is that the City adopt the proposed rate ordinance, implementing a six percent (6%) rate increase effective October 1, 2025, and another six percent (6%) effective October 1, 2026. Krajewski noted he anticipates the City will need to raise rates further dependent on future costs of purchased power, generation development, and capital improvements.

ORDINANCES

Ordinance establishing electric utility rates in the City of Beatrice, Nebraska, as recommended by the Board of Public Works

Mayor Morgan introduced an ordinance establishing electric utility rates in the City of Beatrice, Nebraska, as recommended by the Board of Public Works.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-26, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-26 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-26 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-26 – Passed and Approved – establishing electric utility rates in the City of Beatrice, Nebraska, as recommended by the Board of Public Works

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.

CONSENT AGENDA

- d. Approval of minutes of regular meeting on September 2, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,253,080.62.
- f. Approval of BASWA Report of Claims in the amount of \$1,750,547.43.
- g. Approval of BPW Report of Claims in the amount of \$646,553.16.
- h. Approval of Pay Request #3 in the amount of \$155,015.78, to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements.
- i. Approval of Pay Request #8 in the amount of \$934,817.76, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.
- j. Approval of Pay Request #8 in the amount of \$777,382.19, to Pruss Excavation for the BASWA South MSW Landfill Phase 1S project.
- k. Refer claim of Keith and Mary Ellen Long regarding damages to their personal property to City Attorney and City Insurance carrier for review and disposition.
- l. Resolution Number 7616 executing the Agreement between the City and SewerAI for the provision of software designed for sewer and stormwater inspection data management and for migrating the City's previous data to the SewerAI platform, as recommended by the Board of Public Works.
- m. Resolution Number 7617 designating the City Administrator and Finance Director as authorized signatories for financial documents as Financial Agents of BASWA.
- n. Resolution Number 7618 executing the Second Amendment to the Lease with Beatrice Area Solid Waste Agency (BASWA).
- o. Resolution Number 7619 adopting an Abuse Prevention Policy.
- p. Resolution Number 7620 adopting a Bilingual Pay Policy.
- q. Resolution Number 7621 executing the Lease Agreement between the City and Quadiant Leasing, USA, Inc., to continue leasing a postage machine from Quadiant.

- r. Resolution Number 7622 granting permission to the Beatrice Area Chamber of Commerce and Gage County Tourism, and their designees, to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park, the Carnegie Building, the public parking lot just south of the Carnegie Building, and on 5th Street between High Street and the east-west alley between Ella Street and High Street as part of their Holiday Lighted Parade event on December 6, 2025.
- s. Resolution Number 7623 executing any and all documents necessary between the City, Everbridge, Inc., and Jefferson County, including but not limited to, an Interlocal Cooperation Act Agreement for the City to use Everbridge, Inc.'s mass communication platform.

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

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

MOTION CARRIED.

k – Moved by McLain, seconded by Ruh, that the claim of Keith and Mary Ellen Long regarding damages to their personal property be referred to the City Attorney and City Insurance carrier for review and disposition.

Councilmember Barnard inquired what the claim is for and Tobias J. Tempelmeyer, City Administrator/General Manager, stated it is for an alleged sewer backup in their house.

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

Public Hearing for the purpose of setting the property tax request for the City of Beatrice for Fiscal Year 2026

Mayor Morgan announced that a public hearing will now be held for the purpose of setting the property tax request for the City of Beatrice for Fiscal Year 2026.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council at the last Council meeting it was discussed during the budget review the City's property tax request this year is \$3,811,235, which is a tax rate of 0.368893 for the City. Tempelmeyer reviewed the new state budget form, which is used to determine the property tax request. Councilmember Doyle noted when looking at City taxes alone since 2019 the increase for the City alone is just under twenty percent (20%) during that period of time. Councilmember Doyle thanked the mayors and City Councils over the past twenty-five (25) years, City Administration, and Department Heads for a great job on the budget and their efforts to continue to provide services at the lowest possible cost. Mayor Morgan noted it is important to take the necessary steps to ensure the City is able to continue to operate smoothly into the future.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 7:06 p.m.

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

MOTION CARRIED.

Resolution Number 7624 setting the property tax request for the City of Beatrice for Fiscal Year 2026

Mayor Morgan introduced Resolution Number 7624 setting the property tax request for the City of Beatrice for Fiscal Year 2026.

Moved by McLain, seconded by Barnard, that Resolution Number 7624 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7624 – Passed and Adopted – setting the property tax request for the City of Beatrice for Fiscal Year 2026
Incorporated into the Minute Record by Reference

Public Hearing for the purpose of supplementing the Fiscal Year 2025 Budget

Mayor Morgan announced that a public hearing will now be held for the purpose of supplementing the Fiscal Year 2025 Budget.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council every year the City reviews the ending fiscal year budget to identify areas the City anticipates spending more than was originally budgeted. There was a total of \$445,000 in the General Fund items due to grants received that were not budgeted for originally. That amount includes \$106,500 from cash reserves for Dempsters and \$128,500 for public safety debt that will not be issued. Other increases are for health insurance claims, reinsurance premiums, CDBG Owner Occupied Rehabilitation grant carried forward from FY24 and a CDBG Public Works grant originally budgeted with Street Funds. Capital improvements include the Dempsters demolition of \$106,500 and the RCRP playground grant in the amount of \$480,000. Sanitation had unanticipated vehicle repairs, increase in recycling costs, and an increase in the monthly tonnage fees. The Electric Department had an increase in purchased power costs with the addition of Radiant Tech. The Water Department had several items needed to be addressed.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 7:10 p.m.

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

MOTION CARRIED.

Ordinance adopting the supplemental budget for Fiscal Year 2025

Mayor Morgan introduced an ordinance adopting the supplemental budget for Fiscal Year 2025.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-20, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-20 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-20 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-20 – Passed and Approved – adopting the supplemental budget for Fiscal Year 2025

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 adopting the Biennial Appropriations Bill for Fiscal Year 2026 and 2027

Mayor Morgan introduced an ordinance adopting the Biennial Appropriations Bill for Fiscal Year 2026 and 2027.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-21, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-21 by number only the first, second, and third time.

Moved by McLain, seconded Barnard, that Ordinance Number 25-21 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-21 – Passed and Approved – adopting the Biennial Appropriations Bill for Fiscal Year 2026 and 2027

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.

Public Hearing for the purpose of considering adoption of Plan Modification “25-2” to the Redevelopment Plan for Redevelopment Area No. 9. (Manes Way Redevelopment Project)

Mayor Morgan announced that a public hearing will now be held for the purpose of considering adoption of Plan Modification "25-2" to the Redevelopment Plan for Redevelopment Area No. 9. (Manes Way Redevelopment Project)

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this is for a TIF project for the rehabilitation of the bowling alley. The project meets the required specifications for TIF and most of the TIF funding will be used for site acquisition. Michelle Manes, owner, stated she and her son are excited to make several improvements to the existing facility and provide a much-needed entertainment source for the community. Members of the Council thanked Manes for investing in the community.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 7:16 p.m.

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

MOTION CARRIED.

Public Hearing for the purpose of considering the application of The Manes Way, LLC, dba, Manes Lanes, 2223 Court Street, Beatrice, Nebraska, 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 The Manes Way, LLC, dba, Manes Lanes, 2223 Court Street, Beatrice, Nebraska, for a Class C liquor 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.

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

Moved by McLain, seconded by Barnard, that the public hearing be closed at 7:17 p.m.

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

MOTION CARRIED.

Moved by McLain, seconded by Ruh, that the application of The Manes Way, LLC, dba, Manes Lanes, 2223 Court Street, Beatrice, Nebraska, for a Class C liquor license, be recommended to the Nebraska Liquor Control Commission for approval.

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

MOTION CARRIED.

Public Hearing for the purpose of considering the rezoning of real property commonly known as 29912 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005215000, and a portion of real property commonly known as 30026 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005220000, from "AG" Agricultural District to "RR" Rural Residential District

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the rezoning of real property commonly known as 29912 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005215000, and a portion of real property commonly known as 30026 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005220000, from "AG" Agricultural District to "RR" Rural Residential District.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the current owner is selling ground which has been zoned "AG" Agriculture. The new owner wishes to rezone to "RR" Rural Residential, which is similar to other acreages in this area.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 7:20 p.m.

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

MOTION CARRIED.

RESOLUTIONS

Resolution Number 7625 adopting Plan Modification 25-2 to the Redevelopment Plan for Redevelopment Area No. 9. (Manes Way Redevelopment Project)

Mayor Morgan introduced Resolution Number 7625 adopting Plan Modification 25-2 to the Redevelopment Plan for Redevelopment Area No. 9. (Manes Way Redevelopment Project)

Moved by McLain, seconded by Barnard, that Resolution Number 7625 be passed and adopted.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7625 – Passed and Adopted – adopting Plan Modification 25-2 to the Redevelopment Plan for Redevelopment Area No. 9. (Manes Way Redevelopment Project)
Incorporated into the Minute Record by Reference

Resolution Number 7626 adopting a Cash Reserve Policy

Mayor Morgan introduced Resolution Number 7626 adopting a Cash Reserve Policy

Moved by McLain, seconded by Barnard, that Resolution Number 7626 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council adopting a cash reserve policy is something that has been talked about for a number of years and City Administration is ready to finalize and adopt the policy. Hannah Bell, Finance Director, reviewed the proposed policy with the Council. Bell reviewed the various funds of the City and the proposed cash reserve range for each fund, stating the purpose of the policy is to ensure short- and long-term financial stability of the City. Bell noted the policy will be reviewed every six (6) months, during the budget review and audit so any necessary adjustments can be made.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7626 – Passed and Adopted – adopting a Cash Reserve Policy
Incorporated into the Minute Record by Reference

Resolution Number 7627 establishing various fees

Mayor Morgan introduced Resolution Number 7627 establishing various fees.

Moved by McLain, seconded by Ruh, that Resolution Number 7626 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the fee resolution is reviewed annually during the budget process to ensure any fees are updated. The proposed changes include increases for ambulance rates, water park rates, and camping rates. Tempelmeyer noted a Mow-to-Own application fee and administrative fee has been added, as well as a hydrant meter/backflow device, which was not previously included in the fee resolution.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7627 – Passed and Adopted – establishing various fees
Incorporated into the Minute Record by Reference

Resolution Number 7628 executing the First Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., regarding work performed as part of mutual aid and to eliminate the maximum pay for employees represented by the Union

Mayor Morgan introduced Resolution Number 7628 executing the First Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., regarding work performed as part of mutual aid and to eliminate the maximum pay for employees represented by the Union.

Moved by McLain, seconded by Ruh, that Resolution Number 7628 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the IBEW Union represents the majority of all employees, except the Police and Fire. They are in year four (4) of their six (6) year contract. The proposed amendment will remove the maximum wage for all employees in order to incentivize employees who have reached their max and are no longer eligible for a performance-based raise. The other change is to implement a mutual aid rate, for electric employees conducting mutual aid work, from the time they leave the BPW Service Center or main office for the employee until they return. The employee will be paid at the higher of 200% of their normal hourly rate or the rate at which the entity they are working for, if it is higher than their normal rate. Tempelmeyer explained this has no negative impact on the City, as these costs will be reimbursed by the municipality or public power district they are performing the work for. Tempelmeyer noted employees are often away from their families for an

extended period of time, noting the last storm event they were gone for several days.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7628 – Passed and Adopted – executing the First Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., regarding work performed as part of mutual aid and to eliminate the maximum pay for employees represented by the Union

Incorporated into the Minute Record by Reference

Resolution Number 7629 executing an Animal Control Services Agreement with R. Steve Bragg, for the term of two (2) years, beginning October 1, 2025 and ending September 30, 2027

Mayor Morgan introduced Resolution Number 7629 executing an Animal Control Services Agreement with R. Steve Bragg, for the term of two (2) years, beginning October 1, 2025 and ending September 30, 2027.

Moved by McLain, seconded by Barnard, that Resolution Number 7629 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City issued an RFP for annual control services. One (1) bid was received prior to the deadline and the other bid was received after the deadline. The proposed agreement is to contract with R. Steve Bragg for two (2) years for a total of \$72,000 per year, which is an increase from \$60,000. Bragg has provided these services since 2015 for \$60,000 per year. Councilmember Ruh inquired why the response time is thirty (30) minutes and Tempelmeyer stated that has been the required response time since the contract began. Councilmember Ruh stated he has concerns with the response time.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7629 – Passed and Adopted – executing an Animal Control Services Agreement with R. Steve Bragg, for the term of two (2) years, beginning October 1, 2025 and ending September 30, 2027

Incorporated into the Minute Record by Reference

ORDINANCES

Ordinance amending the Zoning Map for the City of Beatrice, Nebraska by changing the zoning of real property commonly known as 29912 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005215000, and a portion of real property commonly known as 30026 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005220000, from “AG” Agricultural District to “RR” Rural Residential District

Mayor Morgan introduced an ordinance amending the Zoning Map for the City of Beatrice, Nebraska by changing the zoning of real property commonly known as 29912 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005215000, and a portion of real property commonly known as 30026 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005220000, from "AG" Agricultural District to "RR" Rural Residential District.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-22, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-22 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-22 be passed and approved.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-22 – Passed and Approved – amending the Zoning Map for the City of Beatrice, Nebraska by changing the zoning of real property commonly known as 29912 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005215000, and a portion of real property commonly known as 30026 US Hwy 77, Beatrice, NE 68310, Gage County Parcel ID 005220000, from "AG" Agricultural District to "RR" Rural Residential District

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 Schroeder's First Subdivision, City of Beatrice, Gage County, Nebraska

Mayor Morgan introduced an ordinance approving the plat of Schroeder's First Subdivision, City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-23, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-23 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-23 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this is to plat the two (2) parcels being sold and rezoned into one (1) lot.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-23 – Passed and Approved – approving the plat of Schroeder’s First 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 vacating Lots One (1) and Thirty (30) thru Thirty-Four (34), Gage County Industrial Park Second Addition to the City of Beatrice, Gage County, Nebraska

Mayor Morgan introduced an ordinance vacating Lots One (1) and Thirty (30) thru Thirty-Four (34), Gage County Industrial Park Second Addition to the City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-24, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-24 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-24 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City has been working on this project for an extended period of time and a large portion of it will be utilized for stormwater detention in the Industrial Park. Tempelmeyer noted this area will be replatted and Lot Thirty (30) to the west of the pond will be sold in the future to an interested buyer.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-24 – Passed and Approved – vacating Lots One (1) and Thirty (30) thru Thirty-Four (34), Gage County Industrial Park Second 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 approving the plat of Gage County Industrial Park Third Addition to the City of Beatrice, Gage County, Nebraska

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

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

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

MOTION CARRIED.

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

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

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-25 – Passed and Approved – approving the plat of Gage County Industrial Park Third 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 revising the water rate charges for water purchased from the City of Beatrice, Nebraska, as recommended by the Board of Public Works

Mayor Morgan introduced an ordinance revising the water rate charges for water purchased from the City of Beatrice, Nebraska, as recommended by the Board of Public Works.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-27, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-27 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-27 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the Water Department is proposing an infrastructure fee increase of \$2.00 per month, as well as a slight increase to the monthly charge per gallon for Agrium and Koch Nitrogen.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-27 – Passed and Approved – revising the water rate charges for water purchased from the City of Beatrice, Nebraska, as recommended by the Board of Public Works

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 regulating the fees and charges for the use of the Wastewater Treatment System of the City of Beatrice, Nebraska, as recommended by the Board of Public Works

Mayor Morgan introduced an ordinance regulating the fees and charges for the use of the Wastewater Treatment System of the City of Beatrice, Nebraska, as recommended by the Board of Public Works.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-28, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-28 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-28 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the WPC Department is proposing an infrastructure fee increase of \$2.00 per month. Councilmember Hydo inquired what the total increase a residential customer will see with all the rate/infrastructure fee increases and Tempelmeyer stated the average residential customer will see a \$9.25 per month increase.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-28 – Passed and Approved – regulating the fees and charges for the use of the Wastewater Treatment System of the City of Beatrice, Nebraska, as recommended by the Board of Public Works

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 amending Section 13-52, 13-53, 13-54, 13-55, 13-56, 13-57, 13-61, and 13-62 of the Beatrice City Code regarding peddler permits

Mayor Morgan introduced an ordinance amending Section 13-52, 13-53, 13-54, 13-55, 13-56, 13-57, 13-61, and 13-62 of the Beatrice City Code regarding peddler permits.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-29, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-29 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-29 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council upon review of city code, it was the consensus to keep the code regarding peddler permits. The proposed changes clean up the section for what is needed to be presented with the application. Applicants will still be fingerprinted and have a background check done as is required today. The code also clarifies if an application wishes to appeal the denial or revocation of a peddler permit, an appeal must be made within fourteen (14) calendar days. Notice of the revocation of a permit was also updated to be sent via email and telephone, instead of sending a letter to their residence, which they may not receive if they are working away from home for a period of time.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-29 – Passed and Approved – amending Section 13-52, 13-53, 13-54, 13-55, 13-56, 13-57, 13-61, and 13-62 of the Beatrice City Code regarding peddler permits

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 amending Section 19-9 of the Beatrice City Code regarding camping on City-owned properties

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

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-30, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-30 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-30 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council Mark Pethoud, Public Properties Director, wishes to set a maximum stay at the campsites. The maximum stay at Riverside Park will be seven (7) days and the maximum stay at Chautauqua Park will be thirty (30) days, unless arrangements are made with Pethoud. The proposed ordinance also clarifies if the camper is asked to leave the campsite for violating ordinances of the City or rules and regulations of the Public Properties Department, any fees they have paid s non-refundable.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-30 – Passed and Approved – amending Section 19-9 of the Beatrice City Code regarding camping on City-owned properties

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 establishing salaries and compensation for various City and Board of Public Works non-union employees

Mayor Morgan introduced an ordinance establishing salaries and compensation for various City and Board of Public Works non-union employees.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-31, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-31 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-31 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council state law requires the City to approve a salary ordinance annually. The proposed ordinance shows a cost-of-living increase of two and one-half percent (2.5%) for all non-union employees effective October 1, 2025.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-31 – Passed and Approved – establishing salaries and compensation for various City and Board of Public Works non-union employees

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 establishing salaries and compensation for various City and Board of Public Works union employees

Mayor Morgan introduced an ordinance establishing salaries and compensation for various City and Board of Public Works non-union employees.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-32, the title thereof be approved, the rules be suspended, and said ordinance be read by number only three (3) times tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-32 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-32 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council reported to the Council this salary ordinance is for all union employees. The Fire and IBEW Union Contracts both call for a two and one-half percent (2.5%) increase this year. The proposed increases are effective October 1, 2025. The Police Union Contract is currently under negotiations.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

ORDINANCE NUMBER 25-32 – Passed and Approved – establishing salaries and compensation for various City and Board of Public Works union employees

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.

PUBLIC FORUM

No one appeared during public forum.

DISCUSSIONS/REPORTS

City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manger, presented the City Administrator's Monthly Report to the Council. The Big Blue Water Park Aquatic Survey is available on the City's website for citizens to provide input on a new aquatics facility. The City was awarded another forestry grant which will allow the City to expand the tree survey from city parks to additional areas of the community. Installation of the new playground at Sertoma Astro Park began today. It is anticipated to take approximately two (2) weeks to complete.

ADJOURNMENT

The next regular City Council meeting is October 6, 2025 at 6:00 p.m. in the BPS Administration Building Board Room. There will be a Special Meeting on September 30, 2025 at 12:00 p.m. in the City Hall Conference Room, for the purpose of approving final claims for FY25.

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 7:57 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

City Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Baker And Taylor, Ex, \$30.48; Beatrice Area Solid Waste Agnc, Re, \$67,164.89; Beatrice Community Hospital, Se, \$447.00; Beatrice Iron And Metal Co, Su, \$559.92; Beta Technology Inc, Su, \$317.95; Blue Cross Blue Shield, Re, \$643.97; Board Of Public Works, Re, \$19,420.74; Bomgaars Supply Inc, Su, \$9.79; Bound Tree Medical Llc, Su, \$3,323.54; Caleb Allen, Se, \$683.00; Cardmember Service, Ex, Fe, Se, Su, \$13,357.12; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$33.48; City Motor Supply, Su, \$193.35; City Self Insured Health Plan, Re, \$226,000.00; City Treas. Petty Cash, Re, \$226.83; City Treasurer, Re, \$31,982.52; Column Software Pbc, Fe, \$485.38; Danko Emergency Equipment Co, Se, Su, \$1,388.27; Das State Acctg-Central Finance Ocio, Se, \$659.40; Datashield Corporation, Se, \$54.53; Diamond T Truck And Trailer, Su, \$1,063.82; Diamond Vogel Inc, Su, \$261.82; Diode Communications, Se, \$404.95; Dog Waste Depot, Su, \$362.26; Dvorak Law Group, Llc, Fe, \$455.00; Eakes, Inc, Su, \$731.42; Ebsco Information Services, Se, \$919.00; Echo Group, Inc. Su, \$452.60; Evident Crime Scene Products, Su, \$95.00; Farmers Cooperative, Su, \$9,820.04; Fastenal Company, Su, \$295.39; First National Bank Of Omaha, Re, \$11,001.49; First Wireless Inc, Se, Su, \$1,495.38; Gage County Eqpt Inc, Su, \$797.66; Gage County Register Of Deeds, Fe, \$62.00; Galls Llc, Su, \$273.41; Gb Auto Service Inc, Se, \$25.00; Genesis Contracting Group Llc, Ex, \$934,817.76; Goto Technologies Usa, Inc, Se, \$3,431.00; Hard Rock Quarries Llc, Su, \$296.25; Heritage Nursery, Su, \$355.50; Hometown Leasing, Se, \$659.26; Jeo Consulting Group Inc, Se, \$56,833.68; Johnny's Welding Inc, Su, \$80.62; Kansas Turnpike Authority, Fe, \$9.54; Kieper, Kirsten D, Re, \$68.99; Lamer, Spencer, Re, \$58.12; Lammel Plumbing Inc, Se, Su, \$257.74; Lampton Welding Supply Co., Inc, Su, \$643.76; Language Line Services, Se, \$364.06; Larry's Tire And Service Inc, Se, Su, \$253.53; M. E. Collins Contracting Co Inc, Ex, \$155,015.78; Macqueen Equipment Llc, Ex, Su, \$53,403.00; Main Street Beatrice Inc, Re, \$10,000.00; Mead Lumber And Rental-Beatrice, Su, \$48.02; Mes I Acquisition Inc, Se, Su, \$137.34; Mid-West 3d Solutions, Llc, Su, \$819.00; Midwest September 15, 2025

Regular Meeting

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Laboratories Inc, Su, \$8,876.33; Milke, Tyler, Se, Su, \$2,456.64; Murphy, Jay, Re, \$40.67; Nebraska Dept. Of Revenue, Fe, \$224.58; Nelson Tree Service, Se, \$700.00; New Pig Corporation, Su, \$211.87; Norris Public Power District, Se, \$910.00; O'reilly Auto Parts, Su, \$53.65; Outdoor Solutions, Su, \$77.00; Paymentech, Fe, \$1,038.51; Playpower Lt Farmington Inc, Ex, \$167,162.00; Precision Auto Tune Inc, Se, Su, \$1,889.90; Premier Carpet Care Llc, Se, \$2,850.21; Premier Mower & Powersports Llc, Su, \$408.85; Priority Printing, Su, \$129.48; Production Creek Llc, Su, \$177.50; Pruss Excavation Co, Ex, \$777,382.19; Randy Revis, Se, \$356.00; Rdg Geoscience And Engineering, Inc, Se, \$1,957.50; Rdo Truck Center Co, Su, \$9,301.12; Ricoh Usa Inc, Se, \$175.08; Ricoh Usa Inc, Se, \$239.66; Ricoh Usa, Inc, Se, \$153.33; Rollins Inc, Se, \$75.00; Sack Lumber Company, Su, \$31.98; Sapp Brothers, Su, \$5,567.03; Schuster's Outdoor And Rv Inc, Su, \$433.71; Sheridan Industries, Se, \$72.00; Siteone Landscape Supply, Llc, Su, \$1,217.71; Sunny Smith, Se, \$810.00; Tractor Supply, Su, \$20.93; Transunion Risk And Alternative, Se, \$75.00; Travis Garrison, Se, Su, \$537.24; Truck Center Companies, Su, \$1,149.59; Tsys Merchant Solutions, Fe, \$1,511.81; University Of Nebraska - Lincoln Nvdc, Se, \$215.40; Verizon Wireless, Se, \$317.25; Visa, Su, \$2,628.73; Vogts Parga Construction Llc, Ex, \$393,088.63; Walker Uniform Rental, Se, \$109.98; Walmart Stores Inc, Su, \$195.97; Westlake Ace Hardware, Su, \$558.55; Windstream, Se, \$883.52; Witmer Public Safety Group, Inc, Su, \$103.06; Wrightsman Plbg And Heat Inc, Se, \$105.00; Xpress Bill Pay, Fe, \$704.32; Zoellner Ford-Lincoln Of Beatrice, Su, \$12.82

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Apx Inc, Se, \$185.15; Baswa, Fe, \$13,300.12; Beatrice Iron And Metal, Su, \$36.01; Beatrice Ready Mixed, Su, \$3,054.76; Bomgaars Supply Inc, Su, \$27.48; Border States Industries, Inc, Su, \$10,379.97; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$6,706.00; Bpw - Utilities, Se, \$25,433.15; Charter Communications, Se, \$959.33; Cintas Loc 749, Se, \$85.44; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$303.41; City Treasurer, Re, \$164,794.92; Columbia Weather Systems Inc, Su, \$6,990.80; Column Software Pbc, Se, \$13.02; Core And Main, Su, \$16,847.28; Culligan Of Crete, Su, \$328.41; David A Payne, Su, \$569.90; Diode Technologies Llc, Se, \$119.53; Echo Group, Inc., Su, \$172.63; Employee Benefit Account, Re, \$82,000.00; Esri, Inc., Se, \$53.26; Farmers Cooperative, Su, \$1,278.59; Gage County Equipment, Inc., Su, \$61.31; Ge Software Inc, Se, \$80.00; Heartland Flats, Re, \$2,467.14; Hometown Leasing, Se, \$132.54; Husker Electric Supply, Su, \$2,709.00; Hydro Optimization And Automat, Inc, Se, Su, \$1,065.03; Intermedia.Net Inc, Se, \$313.12; Jk Energy Consulting Llc, Fe, \$1,050.00; Johnny's Welding, Inc., Se, Su, \$477.66; Lampton Welding Supply, Su, \$225.38; Landis And Gyr Technology, Inc., Se, \$4,361.67; Larry D Zarybnicky, Su, \$51.10; Lincoln Winwater Works, Su, \$8,380.70; Mead Lumber Company, Su, \$91.11; Midwest Laboratories, Inc., Se, \$1,573.30; Midwest Livestock Systems, Llc, Su, \$9.16; Ne Department Of Revenue, Fe, \$25.00; Nebraska Public Power District, Se, \$22,556.48; Norris Public Power District, Se, \$6,881.34; One Call Concepts, Inc., Se, \$171.68; O'reilly Automotive, Inc., Su, \$22.99; Philippi Electric Inc, Se, Su, \$1,915.95; Ricoh Usa, Inc., Se, \$175.08; Sapp Bros. Petroleum, Inc., Su, \$9,786.59; Sunbelt Solomon Services, Llc, Su, \$12,226.40; Surnali Llc, Se, \$150.00; Tractor Supply Company, Su, \$145.45; Tyndale Company, Inc., Su, \$492.30; Us Postmaster, Su, \$3,105.37; Utility Service Co., Inc., Se, \$13,382.49; Visa, Su, Fe, \$9,452.43; Ward Laboratories, Se, \$12.52; Wesco Distributing, Inc., Su, \$4,601.00; Western Area Power Administration, Se, \$125,601.76; Westlake Hardware, Inc., Su, \$470.41; Windstream, Se, \$1,523.12; Wrightsman Plbg, Heat And Cool, Inc., Su, \$203.42



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

SEPTEMBER 30, 2025

12:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in special session in the in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska on the 30th day of September, 2025, beginning at 12:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on September 25, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

ROLL CALL

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

Absent: None

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

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of Treasurer's Report of Claims in the amount of \$2,733,742.16.
- e. Approval of BASWA Report of Claims in the amount of \$1,012,300.97.
- f. Approval of BPW Report of Claims in the amount of \$1,680,693.62.
- g. Approval of Change Order #2 increase in the amount of \$24,218.52 and Pay Request #2 in the amount of \$185,301.11 to Van Kirk Brothers Contracting for the 2025 Corral Crossing Addition project.
- h. Approval of Change Order #2 increase in the amount of \$3,498.39 and Pay Request #1 in the amount of \$108,968.94 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
- i. Approval of Change Order #2 increase in the amount of \$2,155.50 and Final Pay Request #2 in the amount of \$53,222.00 to Lottman Excavating for the Chautauqua Park Pickleball Terrace Seating Project – 2025.
- j. Approval of Pay Request #1 in the amount of \$279,946.65 to Building Crafts, Inc., for the WPC Grit Improvements project.
- k. Approval of Change Order #4 increase in the amount of \$785.96 and Pay Request #4 in the amount of \$74,627.59, to M.E. Collins Contracting Co., Inc., for the Beatrice Lincoln Street Improvements.

Councilmember Fairbanks inquired the status of the Corral Crossing and Heritage Heights projects. Tobias J. Tempelmeyer, City Administrator/General Manager, stated Corral Crossing is further along, with street paving occurring today. Heritage Heights is approximately two (2) to three (3) months from being completed.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

Resolution setting the property tax request for the City of Beatrice for Fiscal Year 2026

Mayor Morgan introduced Resolution Number 7630 setting the property tax request for the City of Beatrice for Fiscal Year 2026.

Moved by McLain, seconded by Barnard, that Resolution Number 7630 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council state law now requires the City to adopt a resolution setting the property tax request after the “pink card” meeting has been held. Tempelmeyer noted this resolution will be included with the budget, which will be sent to the State today.

There was no further discussion by the Council or public.

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

MOTION CARRIED.

RESOLUTION NUMBER 7630 – Passed and Adopted – setting the property tax request for the City of Beatrice for Fiscal Year 2026

Incorporated into the Minute Record by Reference

ORDINANCES

There were no ordinances.

DISCUSSIONS/REPORTS

There were no discussions/reports.

ADJOURNMENT

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

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 12:04 p.m.

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

Nay: None

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

City Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$51.46; Abbott Portable Toilets, Se, \$375.00; Accuma Corporation, Re, \$78,213.78; Adams State Bank, Re, \$1,121.79; Alfred Benesch And Company, Ex, \$40,195.57; All Copy Products, Se, \$444.43; Altec Industries Inc, Su, \$1,292.68; Andrew & Ryann Johnson, Re, \$1,823.82; Auto Repair Plus, Se, Su, \$103.41; Autozone, Su, \$113.27; Baker And Taylor, Ex, \$30.29; Barnes And Noble Bookstores Inc, Ex, \$2,544.81; Bcc Holding Llc, Re, \$18,973.09; Beatrice Chamber Of Commerce, Re, \$6,250.00; Beatrice Fire Protection Llc, Se, Su, \$579.75; Beatrice Humane Society, Re, \$1,000.00; Beatrice Iron And Metal Co, Su, \$193.60; Beatrice Public Schools, Re, \$1,687.50; Beatrice Ready Mixed, Su, \$5,813.25; Beatrice Sand And Gravel, Su, \$5,960.26; Binder Brothers Inc, Se, Su, \$1,740.00; Black Hills Energy, Se, \$824.90; Blue Valley Door Co. Inc, Se, \$210.00; Blue Valley Sod Irrigation Repair Llc, Se, Su, \$176.32; Board Of Public Works, Re, \$78,676.51; Bockmann Inc, Se, \$1,095.00; Bomgaars Supply Inc, Su, \$53.82; Bond Owner, Fe, \$345,484.83; Bragg, Robert, Se, \$5,000.00; Carpenter Paper Co, Su, \$264.93; Cary's Cleaning, Se, Su, \$5,180.00; Cather And Sons Construction, Inc, Ex, \$10,532.25; Cdw Llc, Fe, \$1,909.50; Central Community College, Fe, \$817.00; Charter Communications, Se, \$12.37; City Employee Benefit Acct, Re, \$2,946.74; City Motor Supply, Su, \$41.64; City Treas. Petty Cash, Re, \$162.29; City Treasurer, Re, \$1,584,509.15; Column Software Pbc, Fe, \$577.05; Cornhusker State Industries, Su, \$17.50; Das State Acctg-Central Finance Ocio, Fe, \$45.00; Datashield Corporation, Se, \$109.06; David L. Lottman Excavating, Inc, Ex, \$53,222.00; Dawgs Sports Specialties, Su, \$110.00; Demco, Su, \$769.24; Designwear, Inc, Su, \$2,537.50; Earl's Window Service, Se, \$94.00; Echo Group, Inc, Su, \$374.22; Endicott Clay Products Company, Su, \$1,738.75; Envision Landscapes Llc, Su, \$3,240.00; Exmark Manufacturing Co, Inc, Re, \$50,675.08; Fastenal Company, Su, \$53.15; First State Bank, Re, \$16,269.58; First Wireless Inc, Se, \$1,039.53; Firststar Fiber Inc, Se, \$3,326.01; Fossler Excavating, Se, \$8,950.00; Fox, Morgan, Re, \$37.24; Frontier Bank, Re, \$8,883.79; Gage County Register Of Deeds, Fe, \$268.00; Gage County Treasurer, Fe, \$342.63; Gale/Cengage Learning, Su, \$1,071.18; Galls Llc, Su, \$563.48; Goto Technologies Usa, Inc, Su, \$1,008.00; Heartland Business Systems Llc, Fe, Se, \$2,952.60; Heritage Landscape Supply Group, Su, \$58.77; Heritage Nursery, Su, \$2,632.05; Hybrid Turkeys Llc, Re, \$37,321.54; Ideus Tree Service, Se, \$2,000.00; Interstate Power Systems, Inc, Se, Su, \$8,850.11; J And A Traffic Products, Su, \$576.00; J And B Window And Graphics Inc, Se, \$208.00; Jeo Consulting Group Inc, Ex, \$14,207.80; Jim's Carpet And Supplies Inc, Su, \$148.00; Johnny's Welding Inc, Se, Su, \$779.11; Johnstone Supply, Su, \$142.45; Klecans Diverse Service Llc, Se, \$3,825.00; Lammel Plumbing Inc, Se, Su, \$3,024.00; Lampton Welding Supply Co., Inc, Su, \$645.45; Larry's Tire And Service Inc, Se, Su, \$30.00; Lerner Publishing Group, Ex, \$1,549.86; M. E. Collins Contracting Co Inc, Ex, \$74,627.59; Martin Resource Management, Su, \$302.50; McCormick, Joe, Re, \$59.24; Mead Lumber And Rental-Beatrice, Se, Su, \$343.35; Meininger Fire Protection Inc, Se, \$595.00; Merchant McIntyre & Assoc Llc, Fe, \$8,000.00; Mhc, Su, \$413.36; Midwest Tape, Llc, Su, \$5,000.00; Milke, September 30, 2025

Tyler, Re, \$18.20; Motorola Solutions, Inc, Fe, \$2,278.29; N-Able Technologies Ltd, Fe, \$16,912.50; Nebraska Dept. Environment And Energy, Fe, \$8,370.00; Nebraska Law Enforcement Training Center, Fe, \$160.00; Nebraska Salt And Grain, Su, \$37,481.27; Nebraska Title Company, Su, \$150.00; Nmc, Inc, Ex, Su, \$664,653.33; Nutrien Ag Solutions, Su, \$184.00; Oakview Veterinary Clinic, Su, \$176.91; Olsson Inc, Ex, \$1,150.50; One Source Parts, Llc, Su, \$2,923.80; O'reilly Auto Parts, Su, \$1,339.28; Overdrive, Su, \$15,000.00; Parde, Natasha, Re, \$146.60; Parr, Bradley, Re, \$1,438.03; Pinnacle Bank, Fe, Re, \$24,598.84; Porter Houses, Llc, Re, \$7,993.51; Premier Mower & Powersports Llc, Su, \$176.99; Production Creek Llc, Su, \$278.00; R.L. Tiemann Construction, Inc, Su, \$520.98; Reef Tectonics, Inc, Se, Su, \$86.49; Riverside Power Sports Llc, Se, \$200.00; Roehr's Machinery Inc, Su, \$370.20; Rollins Inc, Se, \$140.00; Sack Lumber Company, Su, \$99.54; Sapp Brothers, Su, \$11,532.60; Schmale Lawn And Landscape, Se, \$981.00; Schuster's Outdoor And Rv Inc, Su, \$89.09; Security First Bank, Re, \$94,617.66; Siteone Landscape Supply, Llc, Su, \$1,164.20; Spring Creek Repair And Farm Supply Llc, Ex, \$6,253.60; State Fire Marshal Training Division, Fe, \$50.00; State Of Nebraska, Fe, \$818.33; Summit Fire Protection Co, Se, Su, \$334.00; Sunny Smith, Se, \$1,350.00; The Overhead Door Co Of Lincoln Inc, Se, Su, \$1,400.88; Tractor Supply, Su, \$604.63; Trauernicht Tree Service Llc, Se, \$4,000.00; Travis Garrison, Se, \$250.00; Trizetto Provider Solutions, Fe, \$125.45; Truck Center Companies, Su, \$791.52; Van Kirk Sand & Gravel Inc, Ex, \$294,270.05; Vanover, Michele, Re, \$58.80; Verizon Wireless, Se, \$1,211.36; Walker Uniform Rental, Se, \$195.58; Walmart Stores Inc, Su, \$56.64; Waters Edge Aquatic Design Llc, Ex, \$8,250.00; Westlake Ace Hardware, Su, \$273.96; Windstream, Se, \$497.74

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): All Copy Products Inc, Se, \$571.43; Altec Industries, Inc., Se, Su, \$11,827.09; American Electric Power, Se, \$761,888.23; Beatrice Iron And Metal, Su, \$173.67; Beatrice Ready Mixed, Su, \$3,281.59; Black Hills Energy, Se, \$473.09; Bomgaars Supply Inc, Su, \$85.98; Border States Industries, Inc, Su, \$66,645.01; Bpw - Petty Cash, Re, \$64.46; Building Crafts Inc, Se, \$279,946.65; Call Management Resources, Se, \$583.55; Carpenter Paper Company, Su, \$158.95; Cary D Udell, Se, \$1,465.88; Charter Communications, Se, \$215.00; Cintas Loc 749, Se, \$72.26; City Motor Supply, Su, \$8.58; City Treasurer, Fe, \$66,073.83; Clean Harbors Environmental Services Inc, Se, \$6,425.11; Collection Associates Llc, Se, \$202.78; Column Software Pbc, Se, \$13.59; Core And Main, Su, \$14,635.41; Cyrus, Michael F, Re, \$32.00; Datashield Corporation, Se, \$54.53; Dawgs Sports Specialties, Su, \$48.00; Dutton-Lainson Co, Su, \$163.19; Eakes Office Solutions, Su, \$29,747.11; Echo Group, Inc., Su, \$615.47; Employee Benefit Account, Re, \$1,496.65; Fastenal Company, Su, \$44.73; Gage County Treasurer, Fe, \$32,529.88; Ge Software Inc, Se, \$80.00; Grainger, Su, \$31.20; Heartland Business Systems Llc, Se, \$441.00; Heideman, Dean Alan, Re, \$15.00; Hofeling, Dorothy M, Re, \$108.00; Husker Electric Supply, Su, \$3,071.54; Jk Energy Consulting Llc, Se, \$6,000.00; Johnny's Welding, Inc., Su, \$245.95; Lincoln Winwater Works, Su, \$6,373.95; Mead Lumber Company, Su, \$288.66; Midwest Measurement, Se, \$96.75; Ne Department Of Revenue, Fe, \$127,093.30; Nebraska Health And Human Services, Re, \$227.00; Nebraska Payee Services, Re, \$597.41; Nebraska Public Health Environmental Lab, Se, \$1,535.00; Neumann, Johnna K., Re, \$218.00; Newark Element14, Su, \$38.68; Nextera Energy Resources, Se, \$199,301.02; Olsson, Inc., Se, \$25,543.79; O'reilly Automotive, Inc., Su, \$337.49; Orth, Gerald, Re, \$161.00; Parker, Teresa L, Re, \$38.72; Pinnacle Bank, Fe, \$42.40; Powertech Llc, Se, \$785.00; Quadient Leasing Usa Inc, Se, \$4,020.20; Quintana, Jose G, Re, \$17.09; Ricoh Usa, Inc., Se, \$175.08; Roehr's Machinery, Inc., Su, \$293.15; Rupperecht, Jim, Re, \$150.00; Sapp Bros. Petroleum, Inc., Su, \$5,511.78; Seth Ray, Se, \$80.63; Tractor Supply Company, Su, \$942.22; Truck Center Companies, Su, Se, \$5,949.70; Tyndale Company, Inc., Su, \$1,118.87; U.S. Cellular, Se, \$1,285.15; Verizon Wireless, Se, \$154.12; Ward Laboratories, Se, \$445.50; Wesco Distributing, Inc., Su, \$7,616.38; Westlake Hardware, Inc., Su, \$641.48; Wrightsman Plbg, Heat And Cool, Inc., Su, \$77.71



AGENDA ITEM

Subject: Approval of Change Order #1 to Judds Bros for the, West Court Street Water Main Crossing Project, as recommended by the Board of Public Works

For Agenda of: October 6, 2025

Exhibit(s): Change Order

Date Submitted: October 1, 2025

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on September 10, 2025, as on file in the City Clerk's Office.
- e. Approval of write off of bad debts.
- f. Recommend approval of Change Order #1 increase in the amount of \$2,629.00 to Judds Brothers Construction for the West Court Street Water Main Crossing project, to the Mayor and City Council.

Boardmember Hartley inquired what the change order was for. Rob Mierau, Water Superintendent, stated the original bid document did not include the abandonment of the existing line on the east side of the river. There was also additional pavement removal and excavation to remove a thrust block, which was much larger than anticipated.

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

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

MOTION CARRIED.

CHANGE ORDER



No. 1

Date of Issuance: 9/22/2025 Effective Date: _____

Project: Beatrice Court St. Water Main	Owner: Beatrice BPW	Owner's Contract No.:
Contract: Lump Sum		Date of Contract: June 2, 2025
Contractor: Judds Brothers		Engineer's Project No.: 023-03816

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Connection to existing main on the east side of the river and subsequent abandonment required additional work due to two items as follows: 1) the thrust block that was required to be removed was twice as large as anticipated and required additional effort for Removal 2) A plug was provided on the tee which wasn't called out on the plans 3) The pavement removal and excavation were required to be increased in size due to the size of the thrust block that needed to be removed.

Attachments: (List documents supporting change): See attached quote from Judds

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>415,000.00</u>	Original Contract Times: Substantial Completion (days or date): <u>September 15, 2025</u> Ready for Final Payment (days or date): <u>October 1, 2025</u>
[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: \$ <u>0</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion (days or date): <u>0</u> Ready for Final Payment (days or date): <u>0</u>
Contract Price prior to this Change Order: \$ <u>415,000.00</u>	Contract Times prior to this Change Order: Substantial Completion (days or date): <u>September 15, 2005</u> Ready for Final Payment (days or date): <u>October 1, 2025</u>
[Increase] [Decrease] of this Change Order: \$ <u>2,629.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion (days or date): <u>September 24, 2025</u> Ready for Final Payment (days or date): <u>October 1, 2025</u>
Contract Price incorporating this Change Order: \$ <u>417,629.00</u>	Contract Times with all approved Change Orders: Substantial Completion (days or date): <u>September 24, 2025</u> Ready for Final Payment (days or date): <u>October 1, 2025</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: John B. Day
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: [Signature]
Contractor (Authorized Signature)

Title: John B. Day

Title: _____

Title: Project Manager

Date: 9/22/2025

Date: _____

Date: 9/22/25

Approved by Funding Agency (if applicable):

By: _____ Title: _____ Date: _____



AGENDA ITEM

Subject: Resolution executing the amended Exhibit “B” of the Contract for Firm Electric Service, between WAPA and the City, as recommended by the Board of Public Works

For Agenda of: October 6, 2025

Exhibit(s): Resolution

Date Submitted: October 1, 2025

Resolution executing the amended Exhibit “B” of the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, between WAPA and the City

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Board a couple months ago, the City and WAPA amended Exhibit “B” of the Contract, however, WAPA wishes to separate the Firm Power and Seasonal Power maximum rate tables. Tempelmeyer noted all information is the same, it is just being reported differently moving forward.

Moved by Baehr, seconded by Zarybnicky, to recommend that the Mayor and City Council execute the amended Exhibit “B” of the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, between WAPA and the City.

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

MOTION CARRIED.

RESOLUTION NUMBER _____

WHEREAS, on or about March 31, 2015, the City of Beatrice, Nebraska (“City”) entered into a Contract for Firm Electric Service with Western Area Power Administration (“WAPA”), Contract No. 13-UGPR-1073; and

WHEREAS, the City and WAPA desire to amend Exhibit “B” of Contract No. 13-UGPR-1073, dated March 31, 2015.

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 amended Exhibit “B” of the Contract for Firm Electric Service, Contract No. 13-UGPR-1073, between WAPA and the City, attached hereto as Exhibit “A” and incorporated by this reference.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 13-UGPR-1073, dated March 31, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated March 31, 2015, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. BEATRICE'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Beatrice's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Beatrice is receiving firm electric service from American Electric Power Service Corporation.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Beatrice are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Historically, Beatrice's System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point(s) of Measurement (POM), which may have been adjusted and defined in Exhibit C.

4.2 Historically, Beatrice's System Energy Requirements for any billing period were the total energy delivered during the billing period at the POM(s), which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the

Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Beatrice as shown below. The table was calculated based upon the November 1992 through October 1993 reference year chosen by Beatrice.

Summer Season <u>1/</u>	kW	kWh	Winter Season	kW	kWh
May	2,362	1,063,000	November	1,853	949,000
June	3,240	1,319,000	December	1,967	1,178,000
July	3,351	1,587,000	January	2,021	1,014,000
August	3,349	1,458,000	February <u>2/</u>	2,007	957,000
September	2,234	1,080,000	March	1,839	974,000
October	2,083	1,037,000	April	1,748	880,000

1/ This table includes an assignment of Firm Power Allocation from Beatrice State Developmental Center, Contract No. 18-UGPR-5001.

2/ Energy amount for leap year will be 991,000 kWh.

6. SEASONAL FIRM ELECTRIC SERVICE ENERGY AND MONTHLY CONTRACT RATE(S) OF DELIVERY (CROD):

6.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, Fixed Seasonal Firm Electric Service values for the Maximum Rate of Fixed Seasonal Firm Power Obligation and Maximum Energy Obligation of Western to Beatrice as shown below:

Summer Season <u>1/</u>	kW	kWh	Winter Season	kW	kWh
May	1	569	November	0	0
June	2	833	December	0	0
July	2	857	January	0	0
August	2	842	February	0	0
September	1	548	March	0	0
October	1	634	April	1	539

1/ This table is an assignment to Beatrice of Fixed Seasonal Firm Electric Service from Nebraska Public Power District (NPPD), Contract No. 18-UGPR-5002, calculated using a percentage of NPPD's Seasonal Firm Energy divided among NPPD's members based on NPPD's historical horsepower demand for each member. These numbers do not follow Western's demand-to-energy load pattern and therefore required a manual calculation. The Fixed Seasonal Firm CROD delivery period (Apr-Oct) was historically based on navigational water releases by the United States Corps of Engineers, a 7-month pattern, and not upon the typical 6-month seasonal patterns used by Western (Nov-Apr/May-Oct).

7. FIXED FIRM AND FIXED SEASONAL FIRM ELECTRIC SERVICE ENERGY AND MONTHLY CRODS COMBINED:

7.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Fixed Firm and Seasonal Firm Power Obligation and Maximum Energy Obligation of WAPA to Beatrice as shown below:

Summer Season	kW	kWh	Winter Season	kW	kWh
May	2,363	1,063,569	November	1,853	949,000
June	3,242	1,319,833	December	1,967	1,178,000
July	3,353	1,587,857	January	2,021	1,014,000
August	3,351	1,458,842	February ^{1/}	2,007	957,000
September	2,235	1,080,548	March	1,839	974,000
October	2,084	1,037,634	April	1,749	880,539

^{1/} Energy amount for leap year will be 991,000 kWh.

7.2 The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C.

7.3 This Subsection is intentionally left blank.

7.4 Beatrice shall be responsible to notify Western in the event that Beatrice's System Demand and/or Beatrice's System Energy Requirements in a billing period are less than the values in Subsection 7.1 above for that billing period.

7.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Beatrice pursuant to Subsection 6.3 of the Contract upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

7.6 Western reserves the right to appropriately modify the above power and energy values in the event that the CROD(s) or energy deliveries are modified as provided elsewhere in the Contract.

8. BILLING DETERMINATIONS:

8.1 The billed demand for firm power provided by Western to Beatrice in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5, 6, and 7 above.

8.2 The billed energy provided by Western to Beatrice in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5, 6, and 7 above.

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

10. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing
for Upper Great Plains Region

Address P.O. Box 35800
Billings, MT 59107-5800

(SEAL)

CITY OF BEATRICE, NEBRASKA

By _____

Title _____

Attest:

By _____

Address P.O. Box 279

Title _____

Beatrice, NE 68310-0279

EXHIBIT B

(Operating Agreement Including Quantitative Determinations)

1. This Exhibit B made on _____, effective under and as a part of Contract No. 13-UGPR-1073, dated March 31, 2015, hereinafter called the Contract, shall become effective on the first day of the first full billing period after the date of its execution. Upon such effective date, this Exhibit B shall terminate and supersede Exhibit B dated March 31, 2015, and shall remain in effect until superseded by another Exhibit B or termination of the Contract.

2. BEATRICE'S FIRM ELECTRIC SERVICE ARRANGEMENTS:

2.1 The System Definitions and Billing Determinations set forth in this Operating Agreement are based upon the understanding of the Parties that Beatrice's firm electric service arrangements are such that its system load requirements are normally supplied from the following sources:

2.1.1 Firm electric service from Western.

2.1.2 Firm electric service from another power supplier. As of the date of this Exhibit B, Beatrice is receiving firm electric service from American Electric Power Service Corporation.

2.2 Western reserves the right to unilaterally require the substitution of a new Exhibit B in the event that the firm electric service arrangements of Beatrice are altered so that this Exhibit B does not correctly identify those arrangements.

3. REPORTING REQUIREMENTS: None at this time.

4. SYSTEM DEFINITIONS:

4.1 Historically, Beatrice's System Demand for any billing period was the sum of the highest coincident 30-minute integrated demands established from meter readings taken at the Point(s) of Measurement (POM), which may have been adjusted and defined in Exhibit C.

4.2 Historically, Beatrice's System Energy Requirements for any billing period were the total energy delivered during the billing period at the POM(s), which may have been adjusted and defined in Exhibit C.

5. FIRM POWER AND ENERGY OBLIGATION OF WESTERN:

5.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the

Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western to Beatrice as shown below. The table was calculated based upon the November 1992 through October 1993 reference year chosen by Beatrice.

Summer Season <u>1/</u> , <u>2/</u>	kW	kWh	Winter Season <u>2/</u>	kW	kWh
May	2, <u>363362</u>	1,063, <u>5690</u> 00	November	1,853	949,000
June	3, <u>242240</u>	1,319, <u>8330</u> 00	December	1,967	1,178,000
July	3, <u>353351</u>	1,587, <u>8570</u> 00	January	2,021	1,014,000
August	3, <u>351349</u>	1,458, <u>8420</u> 00	February <u>32/</u>	2,007	957,000
September	2, <u>235234</u>	1,080, <u>5480</u> 00	March	1,839	974,000
October	2, <u>084083</u>	1,037, <u>6340</u> 00	April	1, <u>749748</u>	880, <u>539000</u>

1/ This table includes an assignment of Firm Power Allocation from Beatrice State Developmental Center, Contract No. 18-UGPR-5001.

2/ Energy amount for leap year will be 991,000 kWh.

6. SEASONAL FIRM ELECTRIC SERVICE ENERGY AND MONTHLY CONTRACT RATE(S) OF DELIVERY (CROD):

6.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, Fixed Seasonal Firm Electric Service values for the Maximum Rate of Fixed Seasonal Firm Power Obligation and Maximum Energy Obligation of Western to Beatrice as shown below:

<u>Summer Season 1/</u>	<u>kW</u>	<u>kWh</u>	<u>Winter Season</u>	<u>kW</u>	<u>kWh</u>
<u>May</u>	<u>1</u>	<u>569</u>	<u>November</u>	<u>0</u>	<u>0</u>
<u>June</u>	<u>2</u>	<u>833</u>	<u>December</u>	<u>0</u>	<u>0</u>
<u>July</u>	<u>2</u>	<u>857</u>	<u>January</u>	<u>0</u>	<u>0</u>
<u>August</u>	<u>2</u>	<u>842</u>	<u>February</u>	<u>0</u>	<u>0</u>
<u>September</u>	<u>1</u>	<u>548</u>	<u>March</u>	<u>0</u>	<u>0</u>
<u>October</u>	<u>1</u>	<u>634</u>	<u>April</u>	<u>1</u>	<u>539</u>

1/ This table is an assignment to Beatrice of Fixed Seasonal Firm Electric Service from Nebraska Public Power District (NPPD), Contract No. 18-UGPR-5002, calculated using

a percentage of NPPD's Seasonal Firm Energy divided among NPPD's members based on NPPD's historical horsepower demand for each member. These numbers do not follow Western's demand-to-energy load pattern and therefore required a manual calculation. The Fixed Seasonal Firm CROD delivery period (Apr-Oct) was historically based on navigational water releases by the United States Corps of Engineers, a 7month pattern, and not upon the typical 6-month seasonal patterns used by Western (Nov-Apr/May-Oct).

2/ This table includes an assignment7. FIXED FIRM AND FIXED SEASONAL FIRM ELECTRIC SERVICE ENERGY AND MONTHLY CRODS COMBINED:

7.1 Notwithstanding the provisions of Subsection 6.3 of the Contract, the Parties, by mutual agreement, have established, for each month of the year, values for the Maximum Rate of Fixed Firm and Seasonal Firm Power Obligation and Maximum Energy Obligation of WAPA to Beatrice as shown below:

<u>Summer Season</u>	<u>kW</u>	<u>kWh</u>	<u>Winter Season</u>	<u>kW</u>	<u>kWh</u>
<u>May</u>	<u>2,363</u>	<u>1,063,569</u>	<u>November</u>	<u>1,853</u>	<u>949,000</u>
<u>June</u>	<u>3,242</u>	<u>1,319,833</u>	<u>December</u>	<u>1,967</u>	<u>1,178,000</u>
<u>July</u>	<u>3,353</u>	<u>1,587,857</u>	<u>January</u>	<u>2,021</u>	<u>1,014,000</u>
<u>August</u>	<u>3,351</u>	<u>1,458,842</u>	<u>February 1/</u>	<u>2,007</u>	<u>957,000</u>
<u>September</u>	<u>2,235</u>	<u>1,080,548</u>	<u>March</u>	<u>1,839</u>	<u>974,000</u>
<u>October</u>	<u>2,084</u>	<u>1,037,634</u>	<u>April</u>	<u>1,749</u>	<u>880,539</u>

~~1 of Firm Power Allocation from Beatrice State Developmental Center, Contract No. 18-UGPR-5001.~~

3/ Energy amount for leap year will be 991, ~~179,000~~ kWh.

~~57.2~~ The Maximum Rate of Firm Power Obligation and Maximum Energy Obligation of Western in any billing period shall each be, for the billing period involved, apportioned among the Point(s) of Delivery identified in Exhibit C ~~using the ratio of the obligation of Western, as noted above, to the respective Beatrice's System Demand and System Energy Requirements for that same period as determined pursuant to Section 4 above.~~

~~57.3~~ This Subsection is intentionally left blank.

~~5.47.4~~ Beatrice shall be responsible to notify Western in the event that Beatrice's System Demand and/or Beatrice's System Energy Requirements in a billing period are less than the values in Subsection 7.1 above for that billing period.

7.5 Either Party hereto shall have the right to resume determination of Western's firm power and energy obligations to Beatrice pursuant to Subsection 6.3 of the Contract

upon five years' advance written notice to the other Party or upon a period of less than five years if mutually agreed to. In the event of such notice, obligation determinations pursuant to Subsection 6.3 of the Contract shall begin upon the effective date of a revised Exhibit B providing for such determinations.

5.57.6 Western reserves the right to appropriately modify the above power and energy values in the event that the ~~Contract Rate(s) of Delivery~~CROD(s) or energy deliveries are modified as provided elsewhere in the Contract.

6

8. BILLING DETERMINATIONS:

68.1 The billed demand for firm power provided by Western to Beatrice in any billing period shall be, for that billing period, the Maximum Rate of Firm Power Obligation as established pursuant to Section 5, 6, and 7 above.

68.2 The billed energy provided by Western to Beatrice in any billing period shall be, for that billing period, the Maximum Energy Obligation as established pursuant to Section 5, 6, and 7 above.

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

8

10. EXECUTION IN COUNTERPARTS: This Exhibit B may be executed in any number of counterparts and, upon execution and delivery by each Party, the executed and delivered counterparts together shall have the same force and effect as an original instrument as if all Parties had signed the same instrument. Any signature page of this Exhibit B may be detached by any counterpart of this Exhibit B without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Exhibit B identical in form hereto, by having attached to it one or more signature pages.

WESTERN AREA POWER ADMINISTRATION

By _____

Title Vice President of Power Marketing

for Upper Great Plains Region

Address P.O. Box 35800

Billings, MT 59107-5800

(SEAL)

CITY OF BEATRICE, NEBRASKA

By _____

Attest:

Title _____

By _____

Address P.O. Box 279

Title _____

Beatrice, NE 68310-0279



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** September 30, 2025
FROM: Erin Saathoff **FOR AGENDA OF:** October 6, 2025
City Clerk
SUBJECT: Police Officer Retirement Plan **EXHIBIT(S):** Resolution and Agreement

Due to a recent change in state law regarding Police Retirement contributions, the City's Police Officers Retirement Plan needs to be amended and restated. The retirement contribution rate for police officers in first-class cities increases from seven percent (7%) to nine percent (9%), effective October 1, 2025.

The resolution also retains Tobias Tempelmeyer, Hannah Bell, and myself as Trustees of the Plan.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska sponsors the City of Beatrice Police Officers Retirement Plan (the "Plan"); and

WHEREAS, the Mayor and City Council desire to authorize the City Administrator, Finance Director, and City Clerk to execute certain documents to hold in trust those assets of the Plan and to amend and restate the Plan, effective October 1, 2025; and

WHEREAS, the City desires to appoint Tobias J. Tempelmeyer, Hannah Bell, and Erin Saathoff, as trustees of the City of Beatrice Police Officers Retirement Plan.

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

SECTION 1. That the City Administrator, Finance Director, and City Clerk are hereby authorized to execute any and all documents necessary for the implementation and administration of the amended and restated City of Beatrice Police Officers Retirement Plan, including but not limited to an Adoption Agreement and Trust Agreement to hold in trust those assets of the City of Beatrice Police Officers Retirement Plan. A copy of said Adoption Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference. A copy of said Trust Agreement, marked as Exhibit "B", is attached hereto and incorporated by reference.

SECTION 2. That Tobias J. Tempelmeyer, Hannah Bell, and Erin Saathoff, are hereby appointed as trustees of the Trust Agreement for the City of Beatrice Police Officers Retirement Plan.

SECTION 3. That this resolution shall become effective October 1, 2025.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CITY OF BEATRICE POLICE OFFICERS RETIREMENT PLAN

CITY OF BEATRICE POLICE OFFICERS RETIREMENT PLAN

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ADOPTION AGREEMENT #002
GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): City of Beatrice
2. Address: 400 Ella Street
3. City: Beatrice
4. State: Nebraska
5. Zip: 68310
6. Phone number: 402-228-5211
7. Fax number: _____
8. Plan Sponsor EIN: 47-6006093
9. Plan Sponsor fiscal year end: 09/30
10. State of organization of Plan Sponsor: Nebraska

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
 - a. City of Beatrice Police Officers Retirement Plan
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/1984
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 10/01/2025

NOTE: The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.

4. **Plan Year**
 - a. Plan Year means each consecutive 12-month period ending on 12/31 (e.g. December 31)
 - b. The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
 - i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
 - None
 - All purposes (i.e., eligibility, allocation conditions, and vesting)
 - Other: _____

NOTE: The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.

5. **Limitation Year means:**
 - a. Plan Year

- b. calendar year
- c. Other: _____

NOTE: If "Other" is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

- a. The Plan is frozen as to eligibility effective: _____
- b. The Plan is frozen as to benefit accruals effective: _____

Plan Features

7. Employee Contributions (Section 4.01)

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
 - i. Yes, 2% of Plan Compensation
 - ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory Employee Contributions</u>
---------------------	---
 - iii. Yes, other fixed method: _____
 - iv. No
- b. Voluntary (After-Tax) Contributions are permitted under the Plan:
 - i. Yes
 - ii. No
 - iii. Formerly Allowed
- c. Mandatory After-Tax Employee Contributions are permitted under the Plan:
 - i. Yes, _____% of Plan Compensation
 - ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory After-Tax Employee Contributions</u>
---------------------	---
 - iii. Yes, other fixed method: _____
 - iv. No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Statutory Compensation

- a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):
 - i. Section 415 Compensation
 - ii. W-2 Compensation
 - iii. Withholding Compensation
 - iv. Section 415 Safe Harbor Option
- b. Include deemed Code section 125 compensation in definition of Statutory Compensation.
- c. Include Post Severance Compensation in definition of Statutory Compensation.
- d. Include Post Year End Compensation in definition of Statutory Compensation.

9. Plan Compensation

- a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
i. No Exclusions	[X]	[X]
ii. Pay earned before participation	[]	[]
iii. Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	[]	[]
iv. All of the following benefits (even if includable in gross	[]	[]

income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))

- v. Differential military pay as defined in Code section 3401(h)(2) [] []
- vi. Final Paycheck Pay [] []
- vii. Post Severance Compensation [] []
- viii. Post Year End Compensation [] []
- ix. Other adjustments (e.g., commissions, bonuses, etc.): [] []

NOTE: If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.

NOTE: If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

- b. Plan Compensation is determined over the period specified below ending with or within the Plan Year:
 - i. Plan Year
 - ii. calendar year
 - iii. Plan Sponsor Fiscal Year
 - iv. Limitation Year
 - v. Other 12-month period beginning on: _____ (enter month and day)

Definitions

10. Disability

Definition of Disability

- a. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. Other: disability shall mean the complete inability of the Police Officer, for reasons of accident or other cause while in the line of duty, to perform the duties of a Police Officer. For a Participant who is survived by a spouse or minor children, a retirement benefit of fifty percent (50%) of Final Average Compensation shall be paid to the surviving spouse or upon his or her remarriage or death, to the minor children during each child's minority subject to deduction of the amounts paid as Worker's Compensation Benefits on account of death. Each child shall share equally in the total pension benefit to the age of his majority, at which time benefits cease. To the extent that the Participant's Aggregate Account at the date of death exceeds the amount required to purchase or provide the specified retirement pension reduced by any amounts paid as Worker's Compensation Benefits on account of death, the excess shall be paid in the any optional manner under the Plan. If the Actuarial Equivalent of the pension benefit payable to the surviving spouse or minor children under the Section exceeds the Participant's Aggregate Account at the time of the first payment, the Employer shall contribute such additional amount as may be necessary to purchase or provide the required benefit. An alternative definition of disability shall consist of a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in the State of Nebraska and who certifies that the Participant is unable to perform the duties of a Police Officer. The Employer, during the first three (3) years of disability benefits, shall have the right, at reasonable times, to require the disabled Participant to undergo a medical examination at the Employer's expense to determine the continuance of the disability claimed. After such three (3) year period, the Employer may request the district court to order the Participant to submit proof of the continuance of the disability claimed if the Employer has reasonable grounds to believe the Police Officer is fraudulently receiving disability payments. The City shall have the

right to demand a physical examination of the Participant by a competent, disinterested physician who is duly licensed to practice medicine and surgery in the State of Nebraska and who is chosen by the Employer. The examination shall be at the Employer's expense.

NOTE: If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

11. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 12.05): Nebraska
- b. Enter any state law provisions that apply to the Plan: _____

NOTE: Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

	Mandatory/Voluntary/Mand atory After-Tax Contributions	Pension Contributions
a. No Exclusions	[]	[]
b. Union Employees	[]	[]
c. Leased Employees	[]	[]
d. Non-Resident Alien	[]	[]
e. Other Employees (Section 3.06(a)): <u>All Employees not determined to be a full-time Police Officer</u>	[X]	[X]

NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.

2. Opt-Out

[] An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

[] Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

a. [] Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____

b. [] The Plan provides conditions or limitations on immediate participation: _____

NOTE: Describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Eligibility for All Contribution Types

5. Age Requirement for Plan Participation

	Mandatory/Voluntary/Mand atory After-Tax Contributions	Pension Contributions
a. Age Requirement	None	None

6. Service Requirement for Plan Participation

	Mandatory/Voluntary/Mand atory After-Tax Contributions	Pension Contributions
a. No Minimum Service	[X]	[X]
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	[]	[]
c. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	[]	[]
d. Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	[]	[]
e. Completion of _____ month(s) of service - Elapsed Time	[]	[]
f. Completion of _____ day(s) of service - Elapsed Time	[]	[]
g. Other: _____	[]	[]
h. Additional Requirements: _____	[]	[]

NOTE: If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

7. Entry Dates

	Mandatory/Voluntary/Mand atory After-Tax Contributions	Pension Contributions
a. Immediate	[]	[]
b. First day of each payroll period	[]	[]
c. First day of the calendar month	[]	[]
d. First day of each Plan quarter	[]	[]
e. First day of the first month and seventh month of the Plan Year	[]	[]
f. First day of the Plan Year	[]	[]
g. Other: <u>Date of hire, provided Employee agrees to make employee contributions pursuant to the Plan and as required by Nebraska State Statute for Police Officers of 1st Class Cities</u>	[X]	[X]

NOTE: If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	Mandatory/Voluntary/Mand atory After-Tax Contributions	Pension Contributions
a. Coincident with or next following the date the eligibility requirements are met	[]	[]
b. Next following the date the eligibility requirements are met	[]	[]
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	[]
d. Immediately preceding the date the eligibility requirements are met	n/a	[]
e. Nearest to the date the eligibility requirements are met	n/a	[]

NOTE: If B.7a. is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the eligibility requirements.

Transfers/Rehires

9. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee, (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):
 - i. as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
 - i. immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ii. on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: None
- b. Maximum Voluntary Contribution: 100%
- c. Other limits on Voluntary Contributions apply: None

NOTE: C.1a and C.1b may not be more than 100% of Plan Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. None
- b. In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:

- i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Age
 - iv. attainment of Early Retirement Age
- c. Any Hour of Service requirement and last day requirement shall be modified as follows:
- i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- d. The following other modifications shall be made to the requirements specified in C.2-3c: To share in Employer Contributions, each Participant must agree to make mandatory contributions, as required by Nebraska State Statute for Police Officers of 1st Class Cities, as a condition of sharing in Employer Contributions. The Employer will "pick up" these contributions as allowed under Code Section 414(h)(2) and the Plan will treat these contributions as Employer Contributions under the Plan.

NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension Contributions - Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):
- a. Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
 - b. Points. In the amount of _____ to be allocated as described in C.5.
 - c. Fixed Amount. In the amount of 9% to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
 - d. Defined Groups. See C.6
 - e. Other fixed formula: _____

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

5. Pension Contribution - Points

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants. Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$ _____ of Plan Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
 - i. Age, Service and Plan Compensation
 - ii. Age and Service
 - iii. Age and Plan Compensation
 - iv. Service and Plan Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$ _____ of Plan Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Plan Compensation, Years of Service or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
 - i. A percentage of Plan Compensation _____

- ii. A fixed dollar amount _____
- iii. the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Determination Period for Pension Contributions

a. Pension Contributions are determined at the following time(s):

- i. End of Plan Year
- ii. Semi-annually
- iii. Quarterly
- iv. Each calendar month
- v. Each pay period

b. Minimum and Maximum Pension Contributions

- i. Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
- ii. Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

a. The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:

- i. Each Plan Year
- ii. Upon Termination

b. The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

10. Collective Bargaining Agreement

a. In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: _____

b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:

- i. Yes - Pension contributions only
- ii. No
- iii. Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions.

Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

a. The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:

- i. by the applicable federal, state, or municipal prevailing wage laws.
- ii. in the Prevailing Wage Addendum to the Adoption Agreement.

b. Offset of other contributions:

- i. Any other Pension Contribution allocations that would otherwise be made to a Participant
- ii. Other: _____

SECTION C. CONTRIBUTIONS

NOTE: If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. [] No
b. [X] Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
c. [] Yes - Only active Participants may make a Rollover Contribution
d. [] Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.

13. Deemed IRAs

[] The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

14. Death or Disability During Qualified Military Service

[] For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

15. 415 Additional Language

[] Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- a. [] 100%
b. [] _____ year cliff
c. [X] Other:
i. Other Pension Schedule - less than 1 year: 0%
ii. Other Pension Schedule - 1 years but less than 2 years: 0%
iii. Other Pension Schedule - 2 years but less than 3 years: 40%
iv. Other Pension Schedule - 3 years but less than 4 years: 40%
v. Other Pension Schedule - 4 years but less than 5 years: 60%
vi. Other Pension Schedule - 5 years but less than 6 years: 80%
vii. Other Pension Schedule - 6 years but less than 7 years: 80%
viii. Other Pension Schedule - 7 years but less than 8 years: 100%
ix. Other Pension Schedule - 8 years but less than 9 years: 100%
x. Other Pension Schedule - 9 years but less than 10 years: 100%
xi. Other Pension Schedule - 10 years but less than 11 years: 100%
xii. Other Pension Schedule - 11 years but less than 12 years: 100%
xiii. Other Pension Schedule - 12 years but less than 13 years: 100%
xiv. Other Pension Schedule - 13 years but less than 14 years: 100%
xv. Other Pension Schedule - 14 years but less than 15 years: 100%
xvi. Other Pension Schedule - 15 years but less than 16 years: 100%
xvii. Other Pension Schedule - 16 years but less than 17 years: 100%
xviii. Other Pension Schedule - 17 years but less than 18 years: 100%
xix. Other Pension Schedule - 18 years but less than 19 years: 100%
xx. Other Pension Schedule - 19 years but less than 20 years: 100%
xxi. Other Pension Schedule - 20 years: 100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are

qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

NOTE: The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

Vesting Service Rules

NOTE: If D.1a is selected and D.2 is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

a. Calendar year

b. Plan Year

c. The consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date

d. Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions (Section 6.02)

a. Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.

b. Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.

c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

a. Exclude Years of Vesting Service earned before age 18.

b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

a. Upon termination, nonvested account balances shall be forfeited

i. as soon as administratively feasible

ii. other timeframe: As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.

b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited

i. as soon as administratively feasible

ii. other timeframe: As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

8. Forfeitures and Re-employment

a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)

i. only if the period of severance was less than or equal to the following period all Break-in-Service rules set forth in such Sections.

ii. only to the extent the vested account balance was not distributed

iii. only to the extent the vested distributed account balance is restored to the Plan

b. forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Article 6):

a. Any permissible method described in Section 6.03(d)

b. Other: _____

NOTE: If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.

NOTE: D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.

10. Special Vesting Provisions

Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): Exclude vesting for service during a period for which an Employee did not make mandatory Employee contributions.

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

SECTION E. DISTRIBUTIONS**1. Normal Retirement**

Normal Retirement Age means:

- a. Attainment of age (not to exceed 65): _____
- b. Later of attainment of age _____ or the _____ anniversary of Plan participation.
- c. Other: Normal Retirement Age is Age 60 for Employees hired prior to 1/1/1984. For employees hired on or after 1/1/1984, the Normal Retirement Age is the earlier of age 60 or 25 years of service.

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. None. The Plan does not have an early retirement feature.
- b. Attainment of age _____
- c. Later of attainment of age _____ or _____ service.
- d. Other: first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements / Participant attains age 55 AND, completes at least 25 Years of Service for vesting purposes

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
- b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
- c. Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. Cash only
- b. Cash or in-kind
- c. Other: _____

5. Default Form of Payment (Other than Death)

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:

- i. Lump sum only
- ii. Other: _____

b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):

- i. Lump sum only
- ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
- iii. Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
- iv. Other: A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity. However, The Joint and Survivor Annuity Rules do not apply.

All distribution options will be provided in accordance with the Nebraska State Statute for Police Officers of 1st Class Cities. In the event a Participant becomes disabled while in the line of duty, the Participant shall be eligible to receive a pension benefit equal to fifty percent (50%) of Final Average Compensation for the period of disability. For purposes of this Section, disability shall

mean the complete inability of the Police Officer, for reasons of accident or other cause while in the line of duty, to perform the duties of a Police Officer. For a Participant who is survived by a spouse or minor children, a retirement benefit of fifty percent (50%) of Final Average Compensation shall be paid to the surviving spouse or upon his or her remarriage or death, to the minor children during each child's minority subject to deduction of the amounts paid as Worker's Compensation Benefits on account of death. Each child shall share equally in the total pension benefit to the age of his majority, at which time benefits cease. To the extent that the Participant's Aggregate Account at the date of death exceeds the amount required to purchase or provide the specified retirement pension reduced by any amounts paid as Worker's Compensation Benefits on account of death, the excess shall be paid in the any optional manner under the Plan. If the Actuarial Equivalent of the pension benefit payable to the surviving spouse or minor children under the Section exceeds the Participant's Aggregate Account at the time of the first payment, the Employer shall contribute such additional amount as may be necessary to purchase or provide the required benefit. An alternative definition of disability shall consist of a medical examination conducted by a competent, disinterested physician who is duly licensed to practice medicine and surgery in the State of Nebraska and who certifies that the Participant is unable to perform the duties of a Police Officer. The Employer, during the first three (3) years of disability benefits, shall have the right, at reasonable times, to require the disabled Participant to undergo a medical examination at the Employer's expense to determine the continuance of the disability claimed. After such three (3) year period, the Employer may request the district court to order the Participant to submit proof of the continuance of the disability claimed if the Employer has reasonable grounds to believe the Police Officer is fraudulently receiving disability payments. The City shall have the right to demand a physical examination of the Participant by a competent, disinterested physician who is duly licensed to practice medicine and surgery in the State of Nebraska and who is chosen by the Employer. The examination shall be at the Employer's expense.

NOTE: Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. Other: Pursuant to the election of the Participant or "designated Beneficiary."

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:
 - i. In accordance with Section 7.04(b)
 - ii. Other: _____
- b. A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Force-Out Provisions

- a. Maximum force-out amount for purposes of Section 7.03 (not to exceed \$5,000): \$1000
 - i. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
 - ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: \$0
- b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only

NOTE: If E.9a is less than \$1,000, E.9a.i may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or

retires

- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

In-Service Withdrawals**1. Retirement**

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: _____

Other Withdrawals**2. At Any Time (Section 8.03(b))**

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

- Allow distributions upon Disability.

4. Other Conditions/Limitations

- The following limitations, conditions or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.3).

SECTION G. PLAN OPERATIONS**1. Permitted Investments**

- a. Plan may invest in life insurance (Section 9.06)
- b. Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. All Accounts
- ii. Some Accounts
- iii. None

- b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:

- i. Mandatory Employee Contribution Account
- ii. Mandatory After-tax Employee Contribution Account
- iii. Pension Contribution Account
- iv. Voluntary Contribution Account
- v. Rollover Contribution Account
- vi. Transfer Account
- vii. Other: _____

- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to investments (Section 9.05).

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
- b. Last day of each Plan quarter
- c. Last day of each month

- d. Each business day
- e. Other: _____ (Must be at least annually).
4. **Plan Administration**
- a. Designation of Plan Administrator (Section 10.01):
- i. Plan Sponsor
- ii. Committee appointed by Plan Sponsor
- iii. Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):
- i. Plan Administrator and Investment Fiduciary adopt own procedures
- ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. The Trustee is also the Investment Fiduciary (Section 10.02):
- i. Yes
- ii. No. The Investment Fiduciary is: _____
- d. Type of indemnification for the Plan Administrator and Investment Fiduciary:
- i. None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
- ii. Standard according to Section 10.06
- iii. Provided pursuant to an outside agreement
- e. The following modifications shall be made to the duties of the applicable parties: _____

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 525 Junction Road, Ste. 5000 Madison, WI 53717; 800-596-0714.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2025.

CITY OF BEATRICE:

Signature: _____

Print Name: _____

Title/Position: _____

EFFECTIVE DATE ADDENDUM

Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not override an effective date required by the Internal Revenue Code, Treasury or other formal guidance. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Pre-Approved Plan Document.

Eff: 10/1/2025 - the mandatory and City contributions changed from: 7% to: 9%; Eff: 01/04/2022 - Change in Trustees, The Mandatory Employee Contribution was increased from 6.5% of Compensation to 7.0% of Compensation effective 10/1/2015, Normal Retirement Age is Age 60 for Employees hired prior to 1/1/1984. For employees hired on or after 1/1/1984, the Normal Retirement Age is the earlier of age 60 or 25 years of service.

SECURE/CARES/CAA ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Qualified Birth or Adoption Distributions (see Section A. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.

The following limitations and conditions apply: _____.

2. Treatment of 2020 RMDs (see Section B. below)

*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than 01/01/2020):

Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.

Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

3. 2020 RMDs as Direct Rollovers (see Section B. below)

A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

2020 RMDs.

2020 RMDs and Extended 2020 RMDs.

2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

4. Portability of Lifetime Income Options (see Section F. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan year beginning after 12/31/2019).

The following limitations and conditions apply: _____.

5. In-Service Withdrawals

The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment (e.g., age

cannot be less than 62).

- [] Effective _____ (no earlier than 01/01/2020), the Plan permits distributions to a Participant who has not separated from employment if the Participant attains: _____ (age cannot be less than 59-1/2).

STANDARD PROVISIONS:

A. Qualified Birth or Adoption Distributions

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

B. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

C. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

D. Qualified Automatic Contribution Arrangement (QACA)

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

E. Safe Harbor Notice

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

F. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or

"qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

G. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.
- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.
- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

H. Difficulty of Care Payments Included in Statutory Compensation

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

I. Long-Term, Part-Time Employees

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.

Exhibit "B"

CITY OF BEATRICE POLICE OFFICERS RETIREMENT PLAN

TRUST AGREEMENT

2025
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TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 10/01/2025, between City of Beatrice (the "Employer"), and Tobias Tempelmeyer, Hannah Bell and Erin Saathoff (collectively, the "Trustee").

WHEREAS, the Employer sponsors the City of Beatrice Police Officers Retirement Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

ARTICLE I TRUST FUND

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04 Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05 Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or

their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01 In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02 Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03 Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04 Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05 Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06 Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07 Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States.

Section 2.08 Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09 Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons.

ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01 Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto),

without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02 Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b) and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03 Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the

performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.02 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

Section 6.03 Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more investment managers ("Investment Managers") with respect to some or all of the assets of the Trust Fund. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager.

Section 6.04 Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to subsection (2), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

ARTICLE VII COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated

short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan.

ARTICLE VIII RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

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IN WITNESS WHEREOF, the parties have caused this Trust to be executed this _____ day of _____, 2025.

CITY OF BEATRICE:

Signature: _____

Print Name: _____

Title/Position: _____

TRUSTEES:

Tobias Tempelmeyer

Hannah Bell

Erin Saathoff

RESOLUTION NUMBER _____

A resolution authorizing the City of Beatrice, Nebraska to enter into a Lease Agreement and Service Agreement with Eakes Office Solutions, for the leasing and servicing of printers and other office equipment.

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

SECTION 1. That the Mayor and City Clerk be and hereby are authorized to enter into a Lease Agreement between the City of Beatrice, Nebraska and Eakes Office Solutions, for the leasing of printers and other office equipment. A copy of said Lease Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

SECTION 2. That the Mayor and City Clerk be and hereby are authorized to enter into a Service Agreement between the City of Beatrice, Nebraska and Eakes Office Solutions, for the servicing of printers and other office equipment. A copy of said Service Agreement, marked as Exhibit "B", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Lease Terms and Conditions

Lessee accepts and acknowledges receipt of the said property in good condition and promises and agrees that during the term of this lease and all renewals to keep and maintain the same in good order and repair and to bear the expense of all necessary repairs, maintenance, operation and replacement and to return said equipment (or its value) to Lessor upon termination. Lessee agrees any and all replacements, parts, additions, repairs and accessories incorporated in or affixed to said property shall become the property of the Lessor. Lessee assumes the entire risk of loss from hazard and agrees to keep the property insured at Lessee's expense to protect all interests of Lessor against such risks, including the liability of Lessor for public liability and property damage. The proceeds of such insurance, whether resulting from loss or damage, or otherwise, shall be applied toward the replacement or repair of the said property or the discharge of the obligations of Lessee hereunder at the option of Lessor. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the use, maintenance and/or delivery of the property. Lessee shall comply and conform to all laws, ordinances and regulations relating to the possession, use or maintenance of the property, and save Lessor harmless against actual or asserted violations and pay all cost and expenses of any character occasioned by and arising out of such violations. The Lessee will pay promptly when due all taxes, including but not limited to personal property taxes, and other public or private charges against or upon the property as additional rental therefore, and if paid by Lessor will reimburse Lessor therefore.

Lessee acknowledges that title to said property is vested in the Lessor and no title or right in said property shall pass to the Lessee except the rights herein expressly granted. Said property is deemed to be personal property even though the property may become attached to any real estate. Lessee shall not permit any encumbrance, lien or levy to be made on said property, and Lessee shall not use or permit said property to be used in violation of any State or Federal laws. The Lessee shall not assign this lease nor attempt to sell, mortgage, sublet or pledge the property. Customer accepts the Equipment with the Manufacturer's Warranty which applies to it at the commencement of this lease. EAKES DOES NOT MAKE ANY ADDITIONAL WARRANTY OF THE EQUIPMENT AND, WITHOUT LIMITATION, MAKES NO WARRANTY THAT THE EQUIPMENT IS SUITABLE FOR ANY PARTICULAR USE.

Time is of the essence hereof and if Lessee shall fail to pay any rental as herein provided, or if Lessee shall default in performance of or fail to observe, keep or perform any other provision of this lease required to be observed, kept or performed by Lessee, or if Lessee ceases doing business as a going concern, or if a petition is filed by or against Lessee under the Acts of Congress Relating to Bankruptcy or any amendment thereto, or if Lessee shall make an assignment for the benefit of creditors or take advantage of any law for the relief of debtors, or if a receiver or any officer of the court be appointed to have control of creditors or take advantage of any law for the relief of debtors, or if a receiver or any officer of the court be appointed to have control of the property or assets of the Lessee, or if Lessor shall deem the property in jeopardy or feel insecure, the full amount of rent then unpaid hereunder shall become due and payable forthwith and Lessor may at its option, and in addition to and without prejudice to any other remedy, without notice or demand and without legal process, take possession of such property wherever it may be located (with all additions and substitutions), whereupon all rights of Lessee to said property shall terminate absolutely. Any such repossession shall constitute a termination of this lease, and if such repossession is made and the lease is so terminated the Lessee agrees that the Lessor is entitled to damages in an amount equal to the total amount due under this lease from Lessee to Lessor minus the amount already paid by Lessee to Lessor upon this lease. Any mitigation of damages shall be computed so that Lessor receives its full net rental as herein anticipated after recouping all cost and expenses of Lessor in repossessing, re-leasing, transporting, repairing, selling, or otherwise handling said property, including attorneys expenses of Lessor in repossessing, re-leasing, transporting, repairing, selling, or otherwise handling said property, including attorneys fees.

The following options are available for this agreement: (a.) If not in default you may purchase the Equipment, "AS IS, WHERE IS" and WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE at the end of the lease term for the Purchase Option indicated in the Letter of Instruction attached to this Agreement (i.e. either a set dollar amount or the Fair Market Value of the Equipment at the lease term's conclusion) plus all applicable taxes. (b.) Unless either party provides notice at least thirty (30) days before the end of the lease term of its intention not to renew this Agreement, it will be renewed automatically on a month-to-month basis at the same price, terms and conditions and billing frequency as the original Agreement. During this renewal period, either party may terminate this Agreement upon at least thirty (30) days notice. (c.) Upon termination pursuant to b, above, and if Lessee has not purchased the Equipment, Lessee shall immediately deliver all equipment to Lessor at such location within the continental United States as Lessor shall delegate. At the time of return, the Equipment shall be in the same condition as when delivered, reasonable wear and tear excepted, together with any software.

No delay or omission to exercise any right, power or remedy accruing to Lessor upon any breach or default by Lessee under this lease shall impair any such right, power or remedy of Lessor, nor shall be construed as a waiver, of any such breach or default, or of any similar breach or default be deemed a waiver of any subsequent breach or default. All waivers under this lease must be in writing. All remedies breach or default be deemed a waiver of any subsequent breach or default. All waivers under this lease must be in writing. All remedies either under this lease or by-law afforded to Lessor shall be cumulative and not alternate.

Dishonored Item Fee. Lessee agrees to pay a fee to Lessor or Assignee of \$25.00 if Lessee's payment or preauthorized charge with which Lessee pays is later dishonored. Late Charge. If a payment is 10 days or more late, Lessee will be charged 5.000% of the regularly scheduled payment or \$5.00, whichever is greater.

The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced exclusively in accordance with the laws of the State of Nebraska and that venue for disputes shall be in the courts of Hall County, Nebraska.

Lessee and Lessor contemplate that interest payable under this Lease will be excluded from gross income for federal income tax purposes under section 103 of the Internal Revenue Code of 1986 (the "Code").

Lessee represents that it is a duly constituted political subdivision possessing the power to tax, the power of eminent domain or police power. Lessee will comply with all applicable provisions of the Code, including sections 102 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of the monthly payments under the Lease and will not use or permit the use of the equipment financed under the Lease in such a manner as to cause the Lease to be a "private activity bond" under Section 141(a) of the Code. Lessee has not and will not create or establish any sinking fund, reserve fund, or other similar fund to pay monthly payments under the lease. Lessee agrees to maintain a system with respect to the Lease, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in the Lease.

The aggregate amount of the principal component of the monthly payments is \$ 40365.94 and the principal component of the monthly payments accrue interest at a per annum rate not to exceed 6.00%.

Lessee shall have the right to terminate its obligation to make monthly payments under this Lease with respect to all, but not less than all, of the equipment financed thereunder effective on the last day of any fiscal year of Lessee during the term of the Lease if Lessee's governing body does not appropriate money sufficient to pay the monthly payments coming due for the next fiscal year. Lessee may effect such termination by giving Lessor written notice and by paying to Lessor any monthly payment and other amounts which are due and have not been paid at or before the end of its then current fiscal year. Lessee shall endeavor to give notice of such termination not less than 120 days prior to the end of the fiscal year for which appropriations were made and shall notify Lessor of any anticipated termination.

If this Lease is terminated by Lessee in accordance with the Non-Appropriation paragraph, to the extent permitted by law, Lessee will not purchase, lease, borrow, acquire, or otherwise receive the benefits of any personal property to perform the same functions as, or functions taking the place of those performed by any of the property financed hereunder for a period of 365 days after such termination; provided, however, these restrictions shall not be applicable to the extent that application of these restrictions is unlawful and would affect the validity of this lease.



110 North 35th Street
Lincoln, NE 68503
402-438-6700

Letter of Instruction

Lease Agreement

For: City of Beatrice
400 Ella Street
Beatrice, NE 68310

We are pleased to provide this letter of instruction for the lease agreement dated November 21, 2025

1. Monthly payments on this agreement will be made to Hometown Leasing. Your next regular monthly payment will be due December 21, 2025 and will be due on the same day of each following month.
2. You will receive monthly invoices directly from Hometown Leasing. If you are interested in other electronic payment options you may contact Hometown Leasing.
3. At the end of the lease you may return the equipment to Eakes Office Solutions, relieving you of any further commitment.
4. Or, if you have fulfilled all of the obligations under this lease and are not in default thereunder, at the end of the term of the lease the equipment may be purchased at \$1.00. If lessee fails to remit to lessor the purchase price within thirty (30) days after the end of the term of the lease, or within thirty (30) days after lessor notifies lessee in writing of the availability of the option to purchase, whichever is later, this option to purchase shall expire.
5. As stated in the agreement, personal property taxes and insurance coverage on the rented equipment are the responsibility of the lessee.

Your business is greatly appreciated, and we look forward to being of service.

Exhibit "B"



110 North 35th Street
Lincoln, NE 68503
402-438-6700

Service Agreement

Account# 104361

BILLING INFORMATION

City of Beatrice		
400 Ella Street		
Beatrice	NE	68310

PRODUCT LOCATION

City of Beatrice		
400 Ella Street		
Beatrice	NE	68310

Contract Date:	11/21/2025
Contract Term:	60 Months
Renewal Date:	11/21/2030
Contact Name:	Matt McConnell
Contact Phone:	402-228-5200

Prices quoted are valid for 30 days from issue date. Please verify serial numbers listed below.

See reverse side and Letter of Instruction for service level descriptions and terms and conditions.

EQUIPMENT INFORMATION

Model Number	Serial Number	Initial Meter Reading	Service Selected	Location
See Exhibit A			SS	

PAYMENT/RATE INFORMATION

	MFP Black	MFP Color		
Monthly Volume	22950	5750		
Cost Per Copy	\$0.00270	\$0.02800		

THIS IS NOT AN INVOICE.

You will be billed quarterly for copies produced on the covered equipment after the signed agreement is received by Eakes Office Solutions.

I have read and agree to all the terms and conditions contained on this Agreement, the attached Terms, Letter of Instruction, and any other attachments to same, all of which are included by reference and become part of this Agreement. I understand and agree that Customer is solely responsible for the security of the property and all data and information stored within it. Customer acknowledges to have read and agrees to all the terms and conditions and understands that this is a non-cancelable Agreement for the full term shown above. I hereby acknowledge and represent that I have lawful authority to execute this Agreement and to bind the Customer to its terms and conditions.

CUSTOMER SIGNATURE

Signature _____ Title: _____ Date: _____
(Authorized Signature)

Print Name _____ For: _____ City of Beatrice _____

Salesperson: 5174 Lindsey Kirkendall

Eakes Service & Support Agreements

SS	Comprehensive Coverage on Copiers, MFPs, and Printers.	Quarterly Per Copy Billing
MISC	Standard coverage on Typewriters, Lektrievers, Fax Machines, and Misc. Machines.	Annual Billing

Eakes, Inc. (Hereafter referred to as Eakes) will provide all labor, parts and materials necessary to maintain products covered by this Agreement in good operating condition. At the time of repair, Eakes may install engineering improvements and modifications to improve operation and reliability, and will perform preventative maintenance services such as cleaning and inspecting as appropriate. Replacement parts are included in this agreement, displaced parts will become the property of Eakes. Limited network, printing, scanning, and computer support, such as loading print drivers and the diagnostics of printing problems and scanning issues, limited only to machines under this agreement is included in this agreement. Extent and limitations of such network, printing, scanning, or computer support shall be determined exclusively by Eakes.

The word Copy refers to all output produced including copies, prints, faxes received and other output.

- Charges:** Customer must have an Eakes Charge Account in good standing. Customer will be invoiced based on service selected. Customer will pay all applicable taxes. If prepaid services are cancelled, Customer will receive a pro-rata refund only for the unused prepaid services beyond the first three (3) months. Eakes reserves the right to change the rates and/or charges set forth herein. At the end of the first year of this Agreement, and with each successive twelve-month period for the duration of the Agreement term, WE may increase the Additional Cost Per Copy charge and service and supply component of YOUR Total Monthly Payment by a maximum of 15% over the existing charge. Eakes reserves the right to charge for excessive service on a time and materials basis. During the contract period if supply yields fall below the manufacturer's stated yield, Eakes has the right to charge for excess toner/developer consumption. If after-regular-business-hours service is required on machines covered by this Agreement, and such service is available, regular after-hours service charges will apply. All supplies provided under this agreement remain the property of Eakes, Inc. until consumed. In the event of a cancellation, any supplies delivered and not billed will be invoiced. In the event YOU have machines not included in this agreement that use the same or similar consumable supplies as machines originally on or added to this agreement and consumable supplies are included in this agreement, WE reserve the right to add any and all of those machines to this agreement, with or without notification to YOU, at per click rates that are in effect at the time of the addition.
- Administrative Fees:** The \$5.00 per quarter administrative fee set forth herein is subject to change at any time. Any increase in fees may become effective only upon at least thirty (30) days prior notice from US to YOU, which the notice shall set forth the new fees and effective date thereof.
- Eligible Products:** To be eligible for this Agreement, products must be in good operating condition and at current revision levels. To bring non-eligible products up to these requirements, Eakes will charge standard rates in effect on the date of the service request. Eakes reserves the right to examine equipment prior to any renewal of this Agreement and in the event the machine(s) require overhauling or rebuilding, an estimate will be submitted for the Customer's approval before the work is started.
- Parts Replacement:** Eakes will replace without charge, parts which have been broken or worn through normal use and are necessary to machine servicing and maintenance adjustments, not including consumables unless specified above.
- Liability:** For any material breach of this Agreement by Eakes, Customer's remedy and Eakes' liability will be limited to a refund of the related support charges paid during the period of the breach, up to a maximum of twelve (12) months. Eakes will not be liable for performance delays or for nonperformance due to causes beyond reasonable control. Eakes is not liable for any damages caused by delay in furnishing services or other performance under this Agreement. THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SOLE REMEDY FOR EAKES LIABILITY OF ANY KIND, INCLUDING LIABILITY FOR NEGLIGENCE WITH RESPECT TO SERVICES FURNISHED UNDER THIS AGREEMENT AND ALL OTHER PERFORMANCE BY EAKES UNDER OR PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO THE RE-PERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY EAKES AND SHALL IN NO EVENT INCLUDE ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.
- Meter Collection:** In order to ensure accurate and timely billings, you agree to comply with any billing procedures designated by Eakes, including providing meter readings upon the request of Eakes and/or supporting Eakes efforts to install/maintain technology to gather meter readings on automated basis. If you do not provide Eakes with meter readings and/or support Eakes efforts to install/maintain technology to gather meter readings on an automated basis, as required, Eakes may estimate readings and bill you accordingly. If we are unable to gather meter readings from you after 3 consecutive billing cycles, you may be assessed a \$25 per machine fee for our personnel to collect those readings.
- Uniform Coverage:** All products that constitute minimum system configuration must be covered under the same level of service.
- Limitation of Service:** Eakes does not provide support for "Nonqualified Products". Nonqualified Products are hardware and software not supplied or approved by Eakes and products for which Customer does not allow Eakes to incorporate modifications. Customer is responsible for removing Nonqualified Products to allow Eakes to perform support services. If support services are made more difficult because of a Nonqualified Product, Eakes will charge Customer for the extra work at standard rates.
- Exclusion:** This Agreement does not cover any damage or failure caused by:
 - Use of substandard media and supplies or use of items not designated for use with products being serviced; or
 - Site conditions that do not conform to Eakes' site specifications; or
 - Fire or water damage, neglect, improper use, electrical disturbances, transportation by Customer, work or modification by people other than Eakes employees or subagreementors, or other causes beyond Eakes' control; or
 - Failure to follow manufacturer's operating instructions or recommended
- Initial Term:** This Agreement will begin on the contract date and will continue until the renewal date.
- Termination:** This Agreement will continue from year to year after the initial term, until terminated by either party's giving notice of termination in writing to the other not less than thirty (30) days prior to the anniversary date of this Agreement upon which the termination shall become effective. In addition, Eakes may cancel this Agreement at any time if Customer fails to pay any sum due under this Agreement or any other Agreement with Eakes before that payment becomes delinquent.
- Early Termination:** In the event of Agreement termination prior to the renewal date for any reason, Customer agrees to pay an early termination fee equal to the monthly volume of each type of copy (MFP Black, MFP Color, HP Black, HP Color) displayed on the face of this Agreement multiplied by its corresponding cost per copy rate for every month remaining in the Initial Term. Any partial month shall be prorated based on the number of days in the month.
- Amendment by Force Majeure:** The services in this Agreement are based on current governmental laws and regulations. In the event of any changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials, or services, the seller reserves the right to adjust pricing accordingly. Any such price adjustments will be communicated in writing and supported by relevant documentation.
- Governing Laws:** The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced exclusively in accordance with the laws of the State of Nebraska and that venue for disputes shall be in the courts of Hall County, Nebraska.
- Entire Agreement:** The terms and conditions of this Agreement constitute the entire understanding between the parties relating to the provisions of the services listed above. Customer's acceptance of this Agreement is deemed to occur upon Customer's signature of or payment under this Agreement.



110 North 35th Street
Lincoln, NE 68503
402-438-6700

Letter of Instruction

Service Agreement

For: City of Beatrice
400 Ella Street
Beatrice, NE 68310

We are pleased to provide this letter of instruction for the service agreement dated November 21, 2025. Eakes Office Solutions will provide you with service and supplies for the equipment covered by this agreement according to the terms stated on the agreement and in this letter.

1. Eakes Office Solutions will send you an e-mail quarterly to record the current meter reading for any equipment not reporting meters electronically. Please return this information to Eakes Office Solutions according to the instructions provided within three (3) days of receipt.
2. Eakes Office Solutions will bill you quarterly for all output.
3. This agreement includes all service parts, developer, and toner. All black toner is included at no additional charge. For color machines, color toner is included up to the manufacturer's stated yield, additional color toner used is billed quarterly. Black and color toner for all machines must be ordered as needed.
4. Eakes Office Solutions' online service portal, e-info, is available to you at no additional charge. You can submit meter readings, request toner and place a machine service call all from one interface. Visit www.eakes.com/einfosignup to get started.
5. When you need to order toner, please contact us at our home office in Grand Island at (800) 658-4072 option 2, or by email at toner@eakes.com. We will ship toner upon your request.
6. If, at any time, you need to request service, please contact Service Dispatch at (308) 382-9580, ext. 1 or at (800)658-4072 option 1, or go to our website at www.eakes.com.

Your business is greatly appreciated, and we look forward to being of service.

EXHIBIT "A"

Eakes, Inc.
 110 North 35th Street
 Lincoln, NE 68503

Dated: November 21, 2025

Exhibit forming part of the Agreement between Eakes Inc., Lincoln, Nebraska (Lessor)
 and City of Beatrice, Beatrice, NE (Lessee)

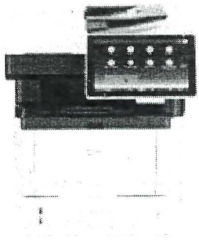
Salesperson: 5174 Lindsey Kirkendall

Make & Model	Description	Serial	Initial Meter Reading	Location
Sharp BP-70C31	31 PPM Digital Color MFP-Copy, Print & Scan			Airport
Sharp BP-FN11	50-sheet Staple Inner Finisher			
Sharp BP-DE14	Stand/3 x 550-sheet Paper Drawers			
Sharp MX-PN14B	3-Hole Punch Unit (requires BP-FN11)			
Sharp BP-70C31	31 PPM Digital Color MFP-Copy, Print & Scan			Community Development
Sharp MX-PN14B	3-Hole Punch Unit (requires BP-FN11)			
Sharp BP-FN11	50-sheet Staple Inner Finisher			
Sharp BP-DE14	Stand/3 x 550-sheet Paper Drawers			
Sharp BP-70C31	31 PPM Digital Color MFP-Copy, Print & Scan			Police Dept
Sharp BP-DE14	Stand/3 x 550-sheet Paper Drawers			
Sharp BP-TU10	Center Exit Tray (required if no finisher installed)			
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Info Technology
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Landfill Scalehouse
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Landfill Supervisor
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Dispatch
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Police Experiene Rm
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Electric
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Street
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			Water
Ricoh IM C320F	32 PPM Digital Color MFP-Copy, Print, Scan & Fax			WPC
*Ricoh P 311	34 PPM B&W printer			Admin Erin S.
*Ricoh P 311	34 PPM B&W printer			BPW Drive Through
*Ricoh P 311	34 PPM B&W printer			BPW Front Counter
*Ricoh P 311	34 PPM B&W printer			Finance Kris Anello
*Ricoh P 311	34 PPM B&W printer			Finance Hannah Bell
*Ricoh P 311	34 PPM B&W printer			Admin Tobias T.
*Ricoh P 311	34 PPM B&W printer			Fire Dept App Bay
*Ricoh P 311	34 PPM B&W printer			Fire Dept Emily F.
*Ricoh P 311	34 PPM B&W printer			MARS
*Ricoh P 311	34 PPM B&W printer			Police Bat Cave
*Ricoh P 311	34 PPM B&W printer			Public Properties
*Ricoh P 311	34 PPM B&W printer			Electric Locates
*Ricoh P 311	34 PPM B&W printer			Electric Jean V.

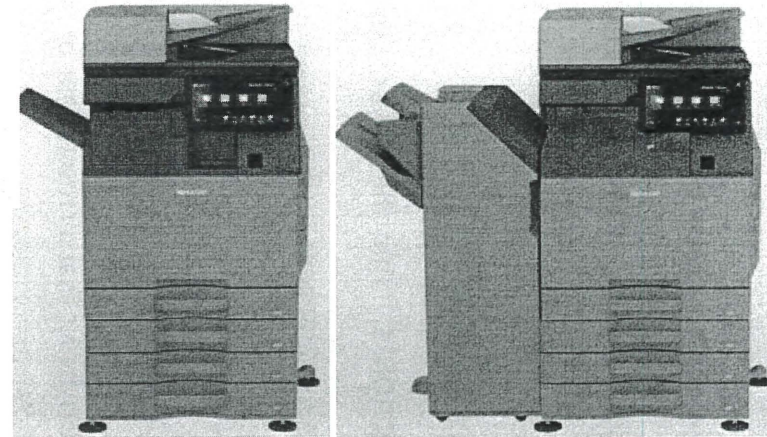
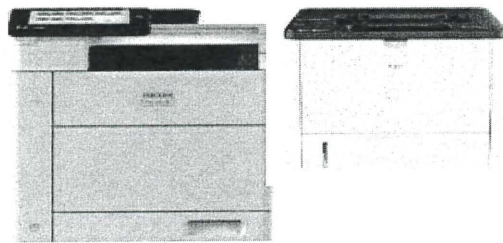
* Existing customer equipment for Service Agreement only.

Device	Color/BW	Type	Lease (Monthly)	Purchase
Floor Options				
Sharp BP-70C31 Color Device (31ppm)	Color	MFP	\$113.06	
Sharp BP-70C45 Color Device (45ppm)	Color	MFP	\$143.05	
Sharp BP-70M31 Black/White Device (31ppm)	B/W	MFP	\$88.02	
Sharp BP-70M45 Black/White Device (45ppm)	B/W	MFP	\$106.05	
<i>Internal Finisher/Stapler (500 Sheets)</i>			\$17.10	
<i>External Finisher/Stapler (1000 Sheets)</i>			\$41.94	
<i>3 Hole Punch</i>			\$8.25	
<i>Faxing Kit Option</i>			\$9.50	
Desktop Options				
Ricoh IM430FSE Black/White MFP Device (43ppm)	B/W	MFP	\$46.24	
<i>Optional 2nd Paper Tray 500 sheets</i>			\$8.17	
Ricoh IMC320F Color MFP Device (32ppm):	Color	MFP	\$41.71	
<i>Optional 2nd Paper Tray 500 sheets</i>			\$6.19	
Ricoh P311 Black/White Printer (34 ppm)	B/W	Print Only	\$6.02	\$313.18
<i>Optional 2nd Paper Tray 250 sheets</i>			\$4.30	\$223.53

Ricoh IM430FSE Black/White MFP



Ricoh IMC320F Color | Ricoh P311 Black/White Printer.



RESOLUTION NUMBER _____

A resolution authorizing the City of Beatrice, Nebraska to enter into an Agreement with Premier Cloud, Inc., for software services related to the City's email system.

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

SECTION 1. That the Mayor, City Clerk, and City Administrator, be and hereby are authorized to enter into an Agreement between the City of Beatrice, Nebraska and Premier Cloud, Inc., for software services related to the City's email system. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"



PREMIER CLOUD

Premier Cloud Inc.
Victoria, BC, V8T 5C3,
Canada

Order Form for: City of Beatrice
Offer Valid Through: Oct 9th, 2025
Proposed by: Mark Fenner
Email: mark.fenner@premiercloud.com

ORDER FORM: City of Beatrice

Customer Information:

Legal Company Name: City of Beatrice

Primary Domain: beatrice.ne.gov

Corporate Address:
400 Ella Street Beatrice, NE 68310

Billing Phone: +1-402-441-7892

Customer Contact Details:

Main Contact Name: Matt McConnell

AP Contact Name:

Main Contact Title:

AP Contact Phone:

Main Contact Phone:

AP Contact Email:

Main Contact Email:
mmcconnell@beatrice.ne.gov

Terms and Conditions

This Order Form (the "**Order Form**") and the corresponding Master Services Agreement (the "**Agreement**") between Premier Cloud Inc. ("Premier Cloud") and City of Beatrice ("Customer") will govern Customer's access to and use of the Services. Undefined capitalized terms used in this Order Form will have the meanings set forth in the Agreement. If there are any conflicts between the two documents, the Agreement will prevail.

Under the terms of the Agreement accessible at <https://premiercloud.com/master-services-agreement.pdf> of which this Order Form is a part, Customer agrees to purchase, and Premier Cloud agrees to provide the following products and/or services to Customer in the indicated quantity and at the indicated pricing.

As an authorized reseller of Google LLC, Premier Cloud will provide Customer with access to the Google Workspace services set forth in the Order Form. The Google Terms of Service (the "Vendor's TOS") must be entered into directly between Google and Customer. The Google TOS are accessible at https://workspace.google.com/terms/premier_terms.html. Customer understands and

agrees that Customer will be required to accept the Google TOS before accessing or using the Services. Premier Cloud will have no liability for the performance of the Services, other than as set forth in the Agreement.

Contract Details:

Product/Service: Google Workspace Business Plus + Starter **Currency:** USD

Contract Start Date: 2025-10-09

Payment Method: Check

Contract End Date: 2028-10-09

Payment Terms: Net30

Billing Frequency: Annually

Special Conditions: Contract start date will be adjusted to date of signing

Services	Monthly List Price	Discount %	Effective Price	Quantity	Line Total
Google Workspace Business Plus	\$264.00	20.00 %	\$211.20	70.00	\$14,784.00
Google Workspace Business Starter	\$84.00	10.00 %	\$75.60	60.00	\$4,536.00
Sub Total					\$19,320.00
Savings/Discounts:					\$4,200.00
Total:					\$19,320.00

Discount Limitation

Any discount provided by Premier Cloud under this Order Form applies exclusively to usage of eligible Google Cloud Platform (GCP) core services. Discounts do not apply to purchases through the Google Cloud Marketplace, Google Maps Platform services, or any other products where Premier Cloud does not receive partner margin. If no partner margin is available, no discount will be applied.

Invoices, Payment, and Taxes:

Premier Cloud will invoice Customer for all amounts specified in each executed Order Form. These invoices will adhere to the billing schedule outlined in the respective Order Form. Customer is required to make payments according to the terms set out in the Order Form.

Customer is responsible for applicable taxes associated with Customer's purchase and receipt of the Services. If Premier Cloud is obligated to collect or pay taxes, the taxes will be invoiced to Customer, unless Customer provides Premier Cloud with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to Premier Cloud, Customer will increase the payment to Premier Cloud so that the amount received by Premier Cloud is the same as it would have been if no taxes were withheld.

If a Purchase Order (PO) is required for the purchase or payment of the Services on this Order Form, Please complete below

PO Number: _____

PO Amount: _____

Authorization and Acceptance:

BY SIGNING THIS ORDER FORM, CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDER FORM AND THE CORRESPONDING MASTER SERVICES AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY THEIR TERMS.

The Parties indicate their acceptance of the terms outlined herein by execution of this Order Form by their duly authorized representatives on the dates below.

Premier Cloud Inc.	City of Beatrice
Name: Mark Fenner	Name: Tobias Tempelmeyer
Title: Client Success Manager	Title: City Administrator
Date:	Date:
Signature:	Signature:

Confidential and Proprietary. © 2024 Premier Cloud Inc. All rights reserved.

RESOLUTION NUMBER _____

A resolution authorizing the City of Beatrice, Nebraska to enter into an Agreement with Global Payments Direct, Inc., for credit card processing services for payments made at the City landfill.

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

SECTION 1. That the Mayor and Finance Director be and hereby are authorized to enter into an Agreement between the City of Beatrice, Nebraska and Global Payments Direct, Inc., for credit card processing services for payments made at the City landfill. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



Exhibit "A"

Merchant Application

Business Information			
Merchant's DBA Name/Outlet Name: Beatrice Area Solid Waste Agency		Merchant's Legal Name: Beatrice Area Solid Waste Agency	
Physical Street Address (No P.O. Box): 3246 West Locust Road		Legal Address: 400 Ella Street	
City, State, Zip: Beatrice, NE 68310		City, State, Zip: Beatrice, NE 68310	
DBA Phone: (402) 223-2267	Fax:	Corp. Phone: (402) 228-5200	Fax:
Contact Name at this Address: Hannah Bell		Contact Name at this Address: Hannah Bell	
E-Mail: hbell@beatrice.ne.gov		E-Mail: hbell@beatrice.ne.gov	
Customer Service Phone # (Required for MOTO and Internet merchants only): (402) 223-2267			
Website Address (Required for Internet merchants): www.beatrice.ne.gov			

Merchant Profile													
Ticker Symbol:		Market Type:											
Type of Ownership:	<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Professional Assoc. <input type="checkbox"/> Tax Exempt Org (501C: <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 10) <input checked="" type="checkbox"/> Government/Municipality	<input checked="" type="checkbox"/> Retail <input type="checkbox"/> Supermarket <input type="checkbox"/> Restaurant <input type="checkbox"/> Emerging Market <input type="checkbox"/> Lodging <input type="checkbox"/> Public Sector <input type="checkbox"/> MO/TO <input type="checkbox"/> Auto Rental <input type="checkbox"/> P-Card <input type="checkbox"/> Cash Advance <input type="checkbox"/> E-Commerce <input type="checkbox"/> Other	Sales Profile (Must equal 100%) <table border="1"> <tr> <td>Card Swiped</td> <td>60%</td> </tr> <tr> <td>Manual Keyed with Imprint</td> <td>0%</td> </tr> <tr> <td>Mail Order/Telephone</td> <td>40%</td> </tr> <tr> <td>Internet</td> <td>0%</td> </tr> <tr> <td>Total</td> <td>100%</td> </tr> </table>	Card Swiped	60%	Manual Keyed with Imprint	0%	Mail Order/Telephone	40%	Internet	0%	Total	100%
Card Swiped	60%												
Manual Keyed with Imprint	0%												
Mail Order/Telephone	40%												
Internet	0%												
Total	100%												
Type of Goods or Services Sold: Landfill	SIC Code: 4900												
Years in Business Under Current Ownership: 45	Federal Tax ID #: 470779780												
Do you currently accept AMEX/Visa/MasterCard/Discover? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No													

Does merchant accept transactions before the customer receives product or service? Yes No If yes:
 How long does customer wait before product is received? day(s) % of sales in this category
 % cost that is prepayment?

Does merchant offer warranties, dues, subscriptions, memberships or other extended services? Yes No If yes:
 Duration of extended service or benefit (in weeks):

Annual Amex/Visa/MC/Discover Sales: \$150,000.00 Average Ticket: \$50.00 Total Amex/Visa/MC/Discover Sales (multiple locations only):

Member Bank (Acquirer) Information

Wells Fargo Bank, P.O. Box 6079 – Concord, CA 94524 – (844) 284-6834

Important Member Bank (Acquirer) Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Card Organization Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

The responsibilities listed above do not supersede terms of the Card Services Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Visa member (acquirer) is the ultimate authority should the Merchant have any problems.

Merchant Resources

You may download "Visa Regulations" from Visa at:
<https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>
 You may download "MasterCard Rules" from MasterCard at:
<http://www.mastercard.us/en-us/about-mastercard/what-we-do/rules.html>
 You may download additional Merchant information from Discover at:
<http://www.discovernetwork.com/merchants/index.html>
 You may download "American Express Merchant Operating Guide" at:
<https://www.americanexpress.com/merchanttopguide>

Merchant's Signature:	Name (printed):	Title:	Date
	Hannah Bell	Finance Director	

For questions regarding Card Services, contact: Customer Service within 60 days of the date of the statement and/or notice. Global Payments Direct Inc. – 3550 Lenox Road NE, Suite 3000, Atlanta, GA 30326 or call: 1-800-367-2638.
 Note: Billing disputes must be forwarded, in writing, to Customer Service within 60 days of the date of the statement and/or notice.

Plan Type	New	Existing	Existing Merchant #	Discount Rate	Per Item	Per Auth
<input checked="" type="checkbox"/> VISA Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> VISA Check	<input checked="" type="checkbox"/>	N/A	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> MasterCard Credit	<input checked="" type="checkbox"/>	N/A	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> Debit MasterCard	<input checked="" type="checkbox"/>	N/A	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> Discover Credit	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> Discover Check	<input checked="" type="checkbox"/>	<input type="checkbox"/>		0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> PayPal Credit (card present)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	N/A	0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> Diners Club, China Union Pay, JCB	<input type="checkbox"/>	<input type="checkbox"/>		2.8500%	\$0.1500	
<input checked="" type="checkbox"/> Debit (other than Visa or MC)	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.2900	
<input checked="" type="checkbox"/> EBT	<input checked="" type="checkbox"/>	<input type="checkbox"/>			\$0.3500	
<input checked="" type="checkbox"/> American Express	<input type="checkbox"/>	<input type="checkbox"/>		0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> American Express Prepaid	<input type="checkbox"/>	<input type="checkbox"/>		0.7500%	\$0.1500	\$0.0000
<input checked="" type="checkbox"/> POS Vendor Feet						

Merchant FNS# _____

Cash Benefits: YES NO

Daily Discount: YES NO

Surcharges: (Non-Qualified surcharges are marked "NQ" and are per-occurrence)

Surcharges:

Tiered

Rewards Discount
Mid-Qualified Discount
Non-Qualified Discount

Enhanced Billback

Enhanced Billback

Interchange Plus

A list of additional fees/rates can be found on pages 2 and 4 of this Card Services Agreement contract under the headings "Other Fees" and "Association Fees and Assessments."

The foregoing discount rate, per item and authorization fees are based upon Merchant's complying with all processing requirements as established by the applicable governing authority of the payment type which qualifies Merchant for the most favorable interchange rates available for such payment type. Transactions that do not qualify for the most favorable interchange rates will be subject to the surcharges up to 3.00% in addition to the rate quoted. See "Other Fees" section of this Card Services Agreement and Section 34 of the Card Services Terms and Conditions for more information regarding non-qualifying surcharges. Discount rates and other percentage fees are calculated by multiplying the rates or fees and the Merchant's applicable transaction volume. Per item and per authorization fees are calculated per transaction or authorization, as applicable. See Section 13 of the Card Services Terms and Conditions for information regarding the early termination fee. In addition to the per item fee, all Debit Transactions include fees assessed by the applicable network organization.

Other Fees (Per occurrence fees marked with a *)

Non-Refundable Application Fee *	Virtual Site Survey Fee *	\$15.00 Chargeback Fee *
\$0.00 Membership Fee	\$2.50 Retrieval Fee *	Monthly Debit Card Membership Fee
\$5.60 Monthly Regulatory Compliance Fee	\$25.00 Minimum Monthly Discount	Global Transport VT (Recurring Billing)
Annual Association Technology Fee	\$0.05 Voice AVS Fee *	Setup Fee *
Global Access @dVantage Monthly Fee	PCI ASSURE Monthly Fee	Global Transport VT (Recurring Billing)
\$0.60 Voice Authorization Fee *	\$94.95 PCI ASSURE Non-Compliance	Monthly Fee
\$0.20 Batch/ACH Fee *	Fee (monthly)	Global Transport VT (Recurring Billing)
\$15.00 Non-Sufficient Fund *	Data Monitoring Fee *	Transaction Fee *
\$10.00 Account Maintenance Fee	Other: _____	\$0.00 Customer Engagement Suite (Monthly)
Gateway Monthly Fee	Gateway Setup Fee	POS Vendor Fee† (Monthly)

†Third party fee for Merchant's POS/business management software (Global Direct bills this fee as agent of the software provider.) Questions about this fee should be addressed to the software provider directly.

Association Fees and Assessments (Per occurrence fees marked with a *)

0.1400% GP Fee - DISC Assessments *	\$0.0300 GP Fee - MC Acct Status Inquiry *
0.5000% GP Fee - DISC Intl Processing *	\$0.0550 GP Fee - MC Data Integrity *
0.8000% GP Fee - DISC Intl Service *	\$0.0000 GP Fee - MC CVC2 *
\$0.0500 GP Fee - DISC Program Integrity Fee *	0.1400% GP Fee - MC Assessments *
0.1000% GP Fee - PayPal Assessment *	0.1500% GP Fee - MC Assessments Lg Tkt *
\$0.0250 GP Fee - PayPal Participation *	0.0200% GP Fee - MC Acceptance & Licensing *
0.1400% GP Fee - VISA Assessments-Credit *	0.6000% GP Fee - MC Cross Bdr Domestic *
0.1300% GP Fee - VISA Assessments-Debit *	1.0000% GP Fee - MC Cross Bdr Foreign *
1.0000% GP Fee - VISA Intl Svc Assessment-Purchase *	0.8500% GP Fee - MC Acq Program Support *
1.4000% GP Fee - VISA Intl Svc Assessment *	0.0200% GP Fee - MC Digital Enablement *
0.4500% GP Fee - VISA Intl Acquiring *	\$1.2500 GP Fee - MC Monthly Fee
\$0.1000 GP Fee - VISA Trans Integrity *	0.2500% GP Fee - MC Integrity - Final Auth (Max) *
\$0.0195 GP Fee - VISA APF - Credit *	\$0.0400 GP Fee - MC Integrity - Final Auth (Min) per Auth PI *
\$0.0155 GP Fee - VISA APF - Debit *	\$0.0450 GP Fee - MC Integrity - Pre Auth/Undefined per Auth PI *
\$0.0395 GP Fee - VISA APF Intl - Credit *	1.0000% GP Fee - AMEX Inbound *
\$0.0355 GP Fee - VISA APF Intl - Debit *	0.1650% GP Fee - AMEX Network *
\$0.0000 GP Fee - VISA AVS Only *	0.3000% GP Fee - AMEX CNP *
\$0.0900 GP Fee - VISA Misuse of Auth *	GP Fee - AMEX Access *
\$0.0350 GP Fee - VISA Account Verification Fee Credit *	0.0000% GP Fee - Settlement Funding Fee *
\$0.0300 GP Fee - VISA Account Verification Fee Debit *	\$0.0000 GP Fee - Settlement Funding Fee PI
\$0.0700 GP Fee - VISA Account Verification Fee Intl *	0.0000% GP Fee - Risk Assessment Fee
\$0.0018 GP Fee - VISA Kilobyte Fee	\$0.0000 GP Fee - Risk Assessment Fee PI

Personal Guaranty

I/We hereby irrevocably guarantee to Global Direct and Member, their successors and assigns, the full, prompt, and complete performance of Merchant and all of Merchant's obligations under the Card Services Agreement, including but not limited to all monetary obligations arising out of Merchant's performance or non-performance under the Card Services Agreement, whether arising before or after termination of the Card Services Agreement. This guaranty shall not be discharged or otherwise affected by any waiver, indulgence, compromise, settlement, extension of credit, or variation of terms of the Card Services Agreement made by or agreed to by Global Direct, Member, and/or Merchant. I/We hereby waive any notice of acceptance of this guaranty, notice of nonpayment or nonperformance of any provision of the Card Services Agreement by Merchant, and all other notices or demands regarding the Card Services Agreement. I/We agree to promptly provide to Global Direct and Member any information requested by any of them from time to time concerning my/our financial condition(s), business history, business relationships, and employment information. I/We agree that Global Direct and Global Direct (on behalf of Member) may order a consumer credit report on me, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account. I/We have read, understand, and agree to be bound by the Card Services Terms & Conditions provided to Merchant and those terms and conditions contained in this Merchant Application.

Signature of Guarantor (please sign below)

Name (printed):

X _____, an individual

Signature of Guarantor (please sign below)

Name (printed):

X _____, an individual

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents

Owner/Officer Information

Complete Owner/Officer Information must be present for all Equity Owners with 25% or greater equity in the business and for any person(s) with authority or control. An owner or person with control listed, must be the one to accept the agreement at the end of this application.

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Hannah Bell	Finance Director	0%	05/28/1991	999-99-9999	(402) 228-5200
Home Address:			City:	State:	Zip Code:
102 Regency Dr			Beatrice	NE	68310
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name:	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Tobias Tempelmeyer	Owner	0%	05/20/1978	999-99-9999	(402) 228-5200
Home Address:			City:	State:	Zip Code:
400 Ella Street			Beatrice	NE	68310
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
					Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Name	Title:	Equity Owned:	Date of Birth (mm/dd/yyyy):	Social Security #:	Home Phone #:
Home Address:			City:	State:	Zip Code:
					Years There:
Former Address (if less than 1 year at current address):			City:	State:	Zip Code:
					Years There:

Is any owner, officer, director, employee, or agent a current or former official in the executive, legislative, administrative, military, or judicial branch of any government (elected or not); a senior official of a major political party; an executive of a government-owned commercial enterprise; a family member of any of the foregoing officials; or a close personal or professional associate of any of the foregoing officials? Yes No If "yes," please attach details.

Bank Information (Attach Voided Check or Bank Letter):

	Routing Number:	DDA/Checking Account#:	Deposit	Discount	Chargebacks	Equipment	Supplies	Misc. Fees
Bank 1	104900200	294022	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bank 2			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 3			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bank 4			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Merchant Site Survey Report (To be Completed by Sales Representative)

Merchant Location: Retail Location with Store Front Office Building Residence Other: _____
 Surrounding Area: Commercial Industrial Residential
 Does the amount of inventory and merchandise on shelves and floor appear consistent with the type of business? Yes No
 If no, explain: _____
 Does the Merchant use a Fulfillment House? Yes No If yes, was the Fulfillment House inspected? Yes No
 The Merchant: Owns Leases the business premises
 Further comments by inspector (must complete): _____
 I hereby verify that this application has been fully completed by merchant applicant and that I have physically inspected the business premises of the merchant at this address and the information stated above is true and correct to the best of my knowledge and belief.
 Verified and inspected by (print name): _____
 Representative Name: _____ Representative Signature: X _____ Date: _____

Sales Rep Name:	Sales Rep Code:	Sales Phone Number:	Sales Email Address:
-----------------	-----------------	---------------------	----------------------

Amex annual volume < \$1,000,000 YES NO

Amex Acceptance YES NO

Amex Marketing YES NO

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity, which agrees to be bound by the American Express® Merchant Operating Guide ("Agreement") - https://cm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf, and that all information provided herein is true, complete, and accurate. I authorize Global Direct and American Express Travel Related Services Company, Inc. ("American Express") and American Express's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies from time to time, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct Global Direct and American Express and American Express's agents and Affiliates to inform me directly, or inform the entity above, about the contents of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize American Express to use the reports on me from consumer reporting agencies for marketing and administrative purposes. I am able to read and understand the English language. Please read the American Express Privacy Statement at <https://www.americanexpress.com/privacy> to learn more about how American Express protects your privacy and how American Express uses your information. I understand that I may opt out of marketing communications by visiting this website or contacting American Express at 1-(800)-528-5200. I understand that upon American Express's approval of the application, the entity will be provided with the Agreement and materials welcoming it to American Express's Card acceptance program.

Merchant's Signature X	Name (printed): Hannah Bell	Title: Finance Director	Date: _____
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Hardware			
Quantity	Hardware Device	Rental/Purchase	Unit Price
1	PIN Pad - VeriFone - P400	New Equipment	\$349.00

Special Instructions:

Rate Table: Y (IC+)

Global Terminal Type: ZQ2

Cardholder Data Storage Compliance & Service Provider

PCI DSS and Card Network rules prohibit storage of sensitive authentication data after the transaction has been authorized (even if encrypted). If you or your POS system store, process, or transmit full cardholder's data, then you (merchant) must validate PCI DSS compliance. If you (merchant) utilize a payment application the POS software must be PA DSS (Payment Application Data Security Standards) validated where applicable. If you use a payment gateway, they must be PCI DSS Compliant.

As required under the Payment Card Industry Data Security Standard (PCI DSS), I do hereby declare and confirm the following:

Questions:

Merchant will maintain full PCI DSS compliance at all times and will notify Global Payments when it changes its point of sale software, system, application or vendor	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	<input type="checkbox"/> N/A
Do your transactions process through any other Third Parties (i.e. web hosting companies, gateways, corporate office)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
Merchant utilizes the services of a PCI SSC Qualified Integrator Reseller (QIR) when POS payment applications are utilized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A
The signing merchant listed below has experienced an account data compromise.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
The signing merchant listed below is storing Sensitive Authentication Data* (even if encrypted) after the transaction has been authorized.	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A (I have never accepted payment cards)
Merchant utilizes an EMV enabled terminal	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> N/A

*Sensitive Authentication Data is security related information (Card Verification Values, complete Magnetic Stripe Data, PINs, and PIN blocks) that is used to authenticate cardholders.

Please note that if you have indicated that your organization has experienced an account data compromise in the past, a PCI DSS Level 1 Compliance Assessment may be required upon Global's request. A compromise of cardholder data from your location(s) may result in the issuance of fines and/or penalties by the card brand, for which you will be responsible under your Merchant Agreement, notwithstanding this Compliance Statement.

It is imperative that you notify Global Payments immediately should the information on this Compliance Statement change.

Acceptance of Merchant Application and Terms & Conditions / Merchant Authorization

Your Card Services Agreement is between Global Payments Direct, Inc. ('Global Direct'), the Merchant named above and the Member named below ('Member'). Member is a member of Visa, USA, Inc. ('Visa') and MasterCard International, Inc. ('MasterCard'); Global Direct is a registered independent sales organization of Visa, a member service provider of MasterCard and a registered acquirer for Discover Financial Services, LLC. ('Discover') and a registered Program Participant of American Express Travel Related Services Company, Inc. ('American Express'). A copy of the Card Services Terms and Conditions for Government Entities, revision number Government Entities 04-21-GPI-WVF-MUA, has been provided to you. Please sign below to signify that you have received a copy of the Card Services Terms & Conditions and that you agree to all terms and conditions contained therein. If this Merchant Application is accepted for card services, Merchant agrees to comply with the Merchant Application and the Card Services Terms & Conditions as may be modified or amended in the future. If you disagree with any Card Services Terms & Conditions, do not accept service.

IF MERCHANT SUBMITS A TRANSACTION TO GLOBAL DIRECT HEREUNDER, MERCHANT WILL BE DEEMED TO HAVE ACCEPTED THE CARD SERVICES TERMS & CONDITIONS.

By your signature below on behalf of Merchant, you certify that all information provided in this Merchant Application is true and accurate and you authorize Global Direct, and Global Direct on Member's behalf, to initiate debit entries to Merchant's checking account(s) in accordance with the Card Services Terms and Conditions. In addition by your signature below on behalf of Merchant you authorize Global Direct to order a consumer credit report on you, Merchant and each of Merchant's officers, partners, and/or owners, as well as subsequent consumer credit reports, which may be required or used in conjunction with the maintenance, updating, renewal or extension of the services provided hereunder, or in conjunction with reviewing, taking collection action on, or other legitimate purposes associated with the Merchant account.

Merchant's Signature - Owner/Officer Name 1:	Name (printed): Hannah Bell	Title: Finance Director	Date:
Merchant's Signature - Owner/Officer Name 2:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 3:	Name (printed):	Title:	Date:
Merchant's Signature - Owner/Officer Name 4:	Name (printed):	Title:	Date:
Signing for Global Payments Direct, Inc.:	Name (printed):	Title:	Date:
Signing for Member:	Name (printed):	Name of Member (printed):	Date:

Merchant's Electronic Signature Details:

Logged In User:
IP Address:
Date and Time:



CARD SERVICES TERMS & CONDITIONS FOR GOVERNMENT ENTITIES

PLEASE READ SECTION 17 ("DISPUTE RESOLUTION") CAREFULLY AS IT RELATES TO ARBITRATION AND CLASS ACTIONS

1. GENERAL.

- 1.1. The "**Card Services Agreement**" consists of these Card Services Terms & Conditions and the Merchant Application and is made by and among Merchant (or "**you**"), Global Payments Direct, Inc. ("**Global Direct**"), and Member (as defined below). The provisions in the Card Services Agreement are applicable to Merchant and, by submitting Transactions hereunder, Merchant agrees to be subject to the same. The member bank identified in the Merchant Application ("**Member**") is a member of Visa USA, Inc. ("**Visa**") and Mastercard International, Inc. ("**Mastercard**"). Global Direct is a registered independent sales organization of Visa, a member service provider of Mastercard, a registered Program Participant of American Express Travel Related Services Company, Inc. ("**American Express**"), and a registered acquirer for Discover Financial Services LLC ("**Discover**"). Any references to the Debit Sponsor shall refer to the debit sponsor identified below.
- 1.2. Merchant and Global Direct agree that the rights and obligations contained in these Card Services Terms and Conditions do not apply to the Member with respect to American Express, Discover and PayPal transactions and Switched Transactions (as defined below). To the extent Merchant accepts Discover cards, the provisions in this Agreement with respect to Discover apply if Merchant does not have a separate agreement with Discover. In such case, Merchant will also be enabled to accept JCB, China UnionPay, Diner's Club and, for card present transactions, PayPal cards under the Discover network and such transactions will be processed at the same fee rate as Merchant's Discover transactions are processed. To the extent Merchant accepts Discover cards and has a separate agreement with Discover, Discover and PayPal card transactions shall be processed as Switched Transactions (as defined below). To the extent Merchant accepts American Express cards, the provisions in this Agreement with respect to American Express apply if Merchant does not have a separate agreement with American Express.
- 1.3. Under the terms of the Card Services Agreement, Merchant will be furnished with the services and products, including any software, described herein and in the Merchant Application and selected by Merchant therein (collectively and individually, as applicable, the "**Services**"). Merchant agrees to be bound by the Card Services Agreement, including the terms of the Merchant Application and these Card Services Terms & Conditions as may be modified or amended in the future pursuant to its and/or their terms. ***Upon the earlier of a Merchant's submission of a transaction to Global Direct or signing the Merchant Application, Merchant shall be deemed to have accepted the Card Services Agreement, including the Terms and Conditions herein.***
- 1.4. Except as expressly stated in the first three paragraphs of section 13, all terms and conditions of this Card Services Agreement shall survive termination to the extent necessary to protect Global Direct and Member's rights herein.

2. SERVICE DESCRIPTIONS.

- 2.1. **Credit Card Processing Services:** Global Direct's credit card processing services consist of authorization and electronic draft capture of credit card transactions; outclearing of such transactions to the appropriate card associations and/or issuers (e.g., Visa, Mastercard, American Express, Diners, Discover); settlement; certain dispute resolution with cardholders' banks; and transaction-related reporting, statements and products. From time to time under this Card Services Agreement, upon Merchant's request, Global Direct may facilitate the transmission of certain payment card transactions ("**Switched Transactions**") to the respective card issuers, including but not limited to American Express®, Diners Club® and various fleet, private label and commercial cards. Switched Transactions require Global Direct's prior written approval and are subject to applicable pricing; Global Direct does not purchase the indebtedness associated with Switched Transactions.
- 2.2. **EBT Transaction Processing Services:** Global Direct offers electronic interfaces to Electronic Benefits Transfer ("**EBT**") networks for the processing of cash payments or credits to or for the benefit of benefit recipients ("**Recipients**"). Global Direct will provide settlement and switching services for various Point of Sale transactions initiated through Merchant for the authorization of the issuance of the United States Department of Agriculture, Food and Nutrition Services ("**FNS**") food stamp benefits ("**FS Benefits**") and/or government delivered cash assistance benefits ("**Cash Benefits**," with FS Benefits, "**Benefits**") to Recipients through the use of a state-issued card ("**EBT Card**").
- 2.3. Provisions regarding debit card services are set forth in section 31 below.
- 2.4. Provisions regarding Decline Minimizer Services are set forth in section 33 below.
- 2.5. Provisions regarding CallPop OpenEdge Services are set forth in section 34 below.



MEMORANDUM

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

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

Re: Partnership Overview and Federal Funding Targets

Date: October 1, 2025

The team at Merchant McIntyre appreciates and values the continued opportunity to serve the City of Beatrice. Since October 2023, Merchant McIntyre Associates (MM) has supported the City of Beatrice in identifying and pursuing federal grant opportunities. This includes providing comprehensive assistance across all stages of the federal grant process, from strategic planning and partnership development to grant writing, budget development, and post-award compliance considerations. Additionally, MM remains engaged in direct advocacy with Beatrice's Congressional delegation and federal agencies to strengthen the City's position on congressional appropriations.

Beatrice's partnership with Merchant McIntyre has resulted in three grant wins totaling \$21,655,917 in federal funding, with an additional \$11,042,332 in pending applications. Your investment has yielded a **return-on-investment (ROI) of 112:1**. This level of success during our partnership is a testament to the City's approach to strategic project development and planning, in addition to the expertise of Beatrice officials and staff.

This memo summarizes our partnership to date while outlining the federal funding opportunities we recommend for the remainder of 2025 and into 2026. We appreciate and value the City's investment in us and this partnership. We are proud of our accomplishments thus far, but are eager to build on the successes we have achieved together.

FEDERAL GRANT WINS

- **Department of Transportation (DOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant (now the BUILD program)**
 - **\$21,389,417.28** to reroute Highway 136 south of downtown Beatrice and redevelop Court Street as a pedestrian-focused corridor. This project will address safety, mobility,

community connectivity, and quality of life challenges in downtown Beatrice while driving business and economic development in the corridor.

- **DOT Safe Streets and Roads for All (SS4A) Planning and Demonstration Grant**
 - **\$106,400** to update the City’s ADA Accessibility Plan.
- **Federal Emergency Management Agency (FEMA) Assistance to Firefighters (AFG) Grant**
 - **\$160,100** for the Beatrice Fire and Rescue Department to replace outdated hoses and nozzles.

PENDING APPLICATIONS

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

UPCOMING RECOMMENDED SUBMISSIONS

- **FY27 Congressionally Directed Spending**
 - As MM continues to track the realities surrounding earmarks in the upcoming appropriations cycle, MM recommends beginning project and application development in late 2025 in anticipation of a spring deadline for FY27 projects.
- **Environmental Protection Agency (EPA) Brownfields Cleanup Grants**

- Anticipated Due Date: November 2025
- MM has been working with the City, Nebraska Department of Water, Energy, and Environment (NDEE), and Kansas State Brownfields Technical Assistance representatives to resubmit a Brownfields proposal for cleanup activities at the former Dempster Industries site.
- Award Ceiling: \$4,000,000

- **Department of Justice (DOJ) Body-Worn Camera Grant (BWC)**
 - Due Date: November 3rd, 2025
 - The Body-worn Camera (BWC) Grant is a competitive grant program intended to provide funding to law enforcement and state correctional agencies seeking to purchase or lease body-worn cameras in order to establish or expand comprehensive body-worn camera initiatives.
 - Award Ceiling: \$2,000,000

- **DOT Infrastructure for Rebuilding America (INFRA)**
 - Next program is expected in FY26
 - The Infrastructure for Rebuilding America (INFRA) competitive grant program supports advancing nationally significant multimodal freight and highway projects to improve the safety, efficiency, and reliability of the movement of freight and people.
 - No award ceiling.

CONCLUSION

All of us at Merchant McIntyre appreciate the opportunity to serve as the City’s “boots on the ground” in Washington, DC. Our successes thus far are a direct result of the commitment and expertise of your leadership team and staff, and give us confidence as we move forward with additional grant applications this year and into 2026.

Thank you for our continued partnership and the opportunity to discuss our critical work together.

###

Federal
Funding
Updates



October 6, 2025

Presented By:

Brent Merchant, Principal and Co-Founder

Charlie Pistner, Director of Government Relations

Mary Ellen Golcheski, Government Relations Associate



- Full-service, Washington, DC-based government relations firm specializing in federal grants forecasting, grant writing, and federal advocacy.
- Focused on delivering transformative results for non-profit clients in the higher education, health care, and local government sectors.
- Core team of experts with decades of experience in the Congressional and Executive branches, non-profit sector, private industry, and more.
- MM and the City of Beatrice's partnership commenced in October 2023 and have since put forth multiple award-worthy proposals and within our first year of partnership achieved an ROI of 112:1.





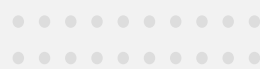
Wins to Date

- **\$21,389,417.28** (U.S. Department of Transportation's FY24 Rebuilding American Infrastructure with Sustainability and Equity "RAISE")
- **\$106,400.00** (U.S. Department of Transportation's FY24 Safe Streets and Roads for All Grant Supplemental and Demonstration)
- **\$160,100.00** (Federal Emergency Management Agency's FY24 Assistance to Firefighters Grants Program)



Pending Applications

- **\$500,000** (U.S. Department of Transportation, FY25 Rural Tribal Assistance Pilot Grant Program)
- **\$10,400,000** (U.S. Department of Transportation, FY25 Safe Streets and Roads for All Grant Program-Implementation)
- **\$99,000** (National Endowment for the Arts, FY25 Grants for Arts projects)
- **\$43,332** (U.S. Department of Agriculture, FY25 Rural Business Development Grant Program)
- **\$782,000** (FY26 U.S. Senate Commerce, Justice, Sciences, and Related Agencies)



Federal Funding Realities

Agency	Grant Program	Expected Timeline	Funding Details	Program Description
Active Funding Opportunities				
U.S. Congress	FY27 Community Project Funding // Congressionally Directed Spending ("earmark")	Project development to begin in Fall 2025; submission in Spring 2026 (deadlines vary)	Recommended Request Ceiling: \$3,500,000	CPF/CDS funding can support the costs of a wide variety of activities. Surface transportation, economic/community development, infrastructure, water/wastewater, equipment, construction/facility improvements are all eligible expenses for earmark funding. MM will begin working now to explore eligible earmark projects available through the NE delegation for the FY27 appropriations cycle to ensure submission of an award-worthy application next spring.
Department of Justice (DOJ), Bureau of Justice Assistance	Body-Worn Camera Grant (BWC) (annual program)	Due: November 3rd, 2025	Award Ceiling: \$1,000,000 - \$2,000,000 depending on program track (\$2,000 per BWC)	The purpose of the Body-worn Camera Grant is a competitive grant program intended to provide funding to law enforcement and state correctional agencies seeking to purchase or lease body-worn cameras (BWCs) in order to establish or expand comprehensive body-worn camera programs.
Department of Justice (DOJ), Bureau of Justice Assistance	Community-Based Violence Intervention and Prevention Initiative (CVIPI)	Due: November 3rd, 2025	Award Ceiling: \$2,000,000	This funding opportunity supports law enforcement efforts to reduce violent crime and improve police-community relations through a range of cross-sector enforcement, prevention, and intervention strategies that leverage active collaboration with communities through sustained partnerships and engagement.
Department of Justice (DOJ), Bureau of Justice Assistance	Students, Teachers, and Officers Preventing (STOP) School Violence Program	Due: November 3rd, 2025	Award Range: \$1,000,000 - \$2,000,000	This program is designed to prevent and reduce school violence by implementing training, developing school threat assessment teams and/or intervention teams to identify violence risks, introducing technologies like anonymous reporting tools, or applying other school safety strategies that assist in preventing violence. The goal is to equip K-12 students, teachers, and staff with tools to recognize, respond to, and prevent acts of violence.
U.S. Economic Development Administration (EDA)	Public Works and Economic Adjustment Assistance Program (PWEAA)	Rolling deadline	No award ceiling; EDA typically funds projects in the range of \$600,000 - \$5,000,000 with <u>no cost considerations</u>	EDA grants are designed to support the economic development activities most useful to a community based on its needs and circumstances, including infrastructure associated with new capital construction. EDA funds community or regionally generated ideas and assists communities to advance to the next level of economic development.
Nebraska Department of Water, Energy, and Environment (NDEE)	NDEE Environmental Cleanup Grant	Rolling deadline (New Program)	Award Range: \$10,000 - \$100,000	The NDEE Environmental Cleanup Grant helps defray costs associated with contaminated soil excavation or treatment. The grant is issued as a reimbursement, with the grant amount being based on available funding at the time of the request.
Transportation				
Department of Transportation (DOT)	Infrastructure for Rebuilding America (INFRA) (annual program)	Next program anticipated in FY26	No award ceiling Award Floor: \$5,000,000	The Infrastructure for Rebuilding America (INFRA) competitive grant program supports advancing nationally significant multimodal freight and highway projects to improve the safety, efficiency, and reliability of the movement of freight and people.
Department of Transportation (DOT)	Safe Streets and Roads for All Grant (SS4A)	Next Round Expected in Spring 2026	Est. Award Range: \$2,500,000- \$25,000,000 for Implementation Grants	SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.
Environment				
United States Environmental Protection Agency (EPA)	Brownfields Cleanup Grants	Expected Post Date: September 2025 Expected Due Date: November 2025	Award Ceiling: \$4,000,000	Brownfields Cleanup Grants provide funding to carry out cleanup activities at Brownfield sites owned by the applicant.
Department of Transportation (DOT)	National Culvert Removal, Replacement and Restoration Grant Program	Next program anticipated in FY26	No award ceiling	This program awards grants to eligible applicants for projects for the replacement, removal, and repair of culverts or weirs that would meaningfully improve or restore fish passage for anadromous fish.
United States Environmental Protection Agency (EPA)	Midsize and Large Drinking Water System Infrastructure Resilience and Sustainability Program	Est. Release: TBD (pending final appropriations bill)	Award Range: \$1,000,000 - \$2,300,000	This grant program assists medium and large size public water systems with protecting drinking water sources from natural hazards, extreme weather events, and cybersecurity threats. Eligible applicants for this grant program include public water systems that serve a population of 10,000 people or more.
Law Enforcement				
Department of Justice (DOJ), Bureau of Justice Assistance	School Violence Prevention Program (SVPP) (annual program)	Est. Release: Spring/Summer 2026	Est. Award Ceiling: \$500,000 <u>Match</u> : 25% of project costs	SVPP provides funding to States, units of local government, or Indian tribes to improve security at schools and on school grounds in the jurisdiction of the grantees through evidence-based school safety programs and technology.
Community Based Grants				



Active Opportunities

U.S. Department of Justice (DOJ) Body-Worn Camera Grant (BWC)

Award Ceiling: \$2M

Deadline: Due in Grants.gov on October 27, 2025 and the full proposal deadline is November 2, 2025.

Activity: This funding supports the purchase or lease of BWCs in order to establish or expand comprehensive body-worn camera initiatives.

U.S. Department of Justice (DOJ) Community Based Violence Intervention and Prevention Initiative

Award ceiling: \$2M

Deadline: Due in Grants.gov on October 27, 2025 and the full proposal deadline is November 2, 2025.

Activity: This funding supports law enforcement efforts to reduce violent crime and improve police-community relations.

U.S. Environmental Protection Agency (EPA) Brownfields Cleanup Grants

Award Ceiling: >\$4,000,000

Deadline: Est. Due Date of November 2025

Alignment: The Brownfields Cleanup Grant will fund the remediation and site preparation necessary to transform the former Dempster Industries property into a revitalized community park.



Earmark Funding

FY27 Community Project Funding (House) and Congressionally Directed Spending (Senate)

- Award: between \$250,000 and \$3 million
- Deadline: varies by office; anticipated Spring 2026 deadlines
- Senator Fischer recently selected the City's FY26 request for the Southeast Communications 911 Center Equipment Upgrades Project at \$782,000.
- Rep. Smith (NE-03) participates in "Earmarks" and previously selected the City's project (FY25). MM recommends continued engagement with Rep. Smith and his office as a future Congressional Champion.

Thank you for your partnership!

Questions?



Agency	Grant Program	Expected Timeline	Funding Details	Program Description	Beatrice Next Steps	MM Next Steps
Active Funding Opportunities						
U.S. Congress	FY27 Community Project Funding // Congressionally Directed Spending ("earmark")	Project development to begin in Fall 2025; submission in Spring 2026 (deadlines vary)	Recommended Request Ceiling: \$3,500,000	CPF/CDS funding can support the costs of a wide variety of activities. Surface transportation, economic/community development, infrastructure, water/wastewater, equipment, construction/facility improvements are all eligible expenses for earmark funding. MM will begin working now to explore eligible earmark projects available through the NE delegation for the FY27 appropriations cycle to ensure submission of an award-worthy application next spring.	Discuss project options/ideas	Continue engagement with the Nebraska congressional delegation
Department of Justice (DOJ), Bureau of Justice Assistance	Body-Worn Camera Grant (BWC) (annual program)	Due: November 3rd, 2025	Award Ceiling: \$1,000,000 - \$2,000,000 depending on program track (\$2,000 per BWC)	The purpose of the Body-worn Camera Grant is a competitive grant program intended to provide funding to law enforcement and state correctional agencies seeking to purchase or lease body-worn cameras (BWCs) in order to establish or expand comprehensive body-worn camera initiatives.	Determine if this opportunity merits further consideration.	
Department of Justice (DOJ), Bureau of Justice Assistance	Community-Based Violence Intervention and Prevention Initiative (CVIPI)	Due: November 3rd, 2025	Award Ceiling: \$2,000,000	This funding opportunity supports law enforcement efforts to reduce violent crime and improve police-community relations through a range of cross-sector enforcement, prevention, and intervention strategies that leverage active collaboration with communities through sustained partnerships and engagement.	Determine if this opportunity merits further consideration.	
Department of Justice (DOJ), Bureau of Justice Assistance	Students, Teachers, and Officers Preventing (STOP) School Violence Program	Due: November 3rd, 2025	Award Range: \$1,000,000 - \$2,000,000	This program is designed to prevent and reduce school violence by implementing training, developing school threat assessment teams and/or intervention teams to identify violence risks, introducing technologies like anonymous reporting tools, or applying other school safety strategies that assist in preventing violence. The goal is to equip K-12 students, teachers, and staff with tools to recognize, respond to, and prevent acts of violence.	Determine if this opportunity merits further consideration.	
U.S. Economic Development Administration (EDA)	Public Works and Economic Adjustment Assistance Program (PWEAA)	Rolling deadline	No award ceiling; EDA typically funds projects in the range of \$600,000 - \$5,000,000 with <u>match considerations</u>	EDA grants are designed to support the economic development activities most useful to a community based on its needs and circumstances, including infrastructure associated with new capital construction. EDA funds community or regionally generated ideas and assists communities to advance to the next level of economic development.	Determine if this opportunity merits further consideration.	
Nebraska Department of Water, Energy, and Environment (NDEE)	NDEE Environmental Cleanup Grant	Rolling deadline (New Program)	Award Range: \$10,000 - \$100,000	The NDEE Environmental Cleanup Grant helps defray costs associated with contaminated soil excavation or treatment. The grant is issued as a reimbursement, with the grant amount being based on available funding at the time of the request.	Determine Dempter Site parcels and costs to be included with this application	MM will support Beatrice's application development for this opportunity
Transportation						
Department of Transportation (DOT)	Infrastructure for Rebuilding America (INFRA) (annual program)	Next program anticipated in FY26	No award ceiling Award Floor: \$5,000,000	The Infrastructure for Rebuilding America (INFRA) competitive grant program supports advancing nationally significant multimodal freight and highway projects to improve the safety, efficiency, and reliability of the movement of freight and people.	Determine if this opportunity merits further consideration.	
Department of Transportation (DOT)	Safe Streets and Roads for All Grant (SS4A)	Next Round Expected in Spring 2026	Est. Award Range: \$2,500,000-\$25,000,000 for Implementation Grants	SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries.	Pending the outcome of the current SS4A application determine if Beatrice will pursue this opportunity again	MM will assist in the draw down of SS4A funds
Environment						
United States Environmental Protection Agency (EPA)	Brownfields Cleanup Grants	Expected Post Date: September 2025 Expected Due Date: November 2025	Award Ceiling: \$4,000,000	Brownfields Cleanup Grants provide funding to carry out cleanup activities at Brownfield sites owned by the applicant.	Determine scope of site cleanup and associated costs for resubmit of the Brownfields application	MM and Beatrice have engaged with NDEE and KSU Tab to resubmit an application for the Dempter Site.
Department of Transportation (DOT)	National Culvert Removal, Replacement and Restoration Grant Program	Next program anticipated in FY26	No award ceiling	This program awards grants to eligible applicants for projects for the replacement, removal, and repair of culverts or weirs that would meaningfully improve or restore fish passage for anadromous fish.	Determine if this opportunity merits further consideration.	Track DOT agency forecast to inform expected release for this program
United States Environmental Protection Agency (EPA)	Midsized and Large Drinking Water System Infrastructure Resilience and Sustainability Program	Est. Release: TBD (pending final appropriations bill)	Award Range: \$1,000,000 - \$2,300,000	This grant program assists medium and large size public water systems with protecting drinking water sources from natural hazards, extreme weather events, and cybersecurity threats. Eligible applicants for this grant program include public water systems that serve a population of 10,000 people or more.	Determine if Beatrice has an appropriate project for this program.	Track FY26 appropriations language as it relates to funding for this program.
Law Enforcement						
Department of Justice (DOJ), Bureau of Justice Assistance	School Violence Prevention Program (SVPP) (annual program)	Est. Release: Spring/Summer 2026	Est. Award Ceiling: \$500,000 <u>Match</u> : 25% of project costs	SVPP provides funding to States, units of local government, or Indian tribes to improve security at schools and on school grounds in the jurisdiction of the grantee through evidence-based school safety programs and technology.	Determine if this opportunity merits further consideration.	
Community Based Grants						
United States Department of Agriculture (USDA)	USDA Regional Food System Partnership (RFSP)	Est. Release: Spring 2026 (annual program)	Est. Award Range: \$100,000 - \$1,000,000	The purpose of this program is to support partnerships that connect public and private resources to plan and develop local or regional food systems. The RFSP focuses on building and strengthening the visibility and resilience of the local or regional food economy.	Determine if this opportunity merits further consideration.	
Health Resources and Services Administration (HRSA)	Improving Maternal Health Programs	Next program anticipated in FY26	TBD (varies by program track)	HRSA improves the well-being of mothers and pregnant women before, during, and after pregnancy through quality programs and the development of a skilled workforce. Our work responds to the President's Executive Order, Establish the President's Make America Health Again Commission, and under the direction of the HHS Secretary. Our work aims to understand the root causes that stand in the way of good health and then to provide the right services at the right time that promote and support better health.	Determine if this opportunity merits further consideration.	Track HRSA agency forecast to inform expected release for this program
Public Safety						
Federal Emergency Management Agency (FEMA)	Assistance to Firefighters Grants (AFG) (annual program)	Est. Release: November/December 2025	Award Ceiling: \$1,000,000 - \$2,000,000 depending on population of primary first due response area. <u>Match</u> : 5%, 10%, or 15% match required depending on population of service area.	The Assistance to Firefighters Grants (AFG) program is designed to enhance the health and safety of public and firefighting personnel and to provide support for emergency responders regarding fire, medical, and all hazard events. Funds may be used for operations and safety activities such as: training, equipment, personal protective equipment (PPE), wellness and fitness programs, modifications to facilities, additional; vehicle acquisition and joint/regional interoperability projects.	Determine if this opportunity merits further consideration.	
Federal Emergency Management Agency (FEMA)	Staffing for Adequate Fire and Emergency Response (SAFER)	Est. Release: Winter/Spring 2026 Est. Due: Summer 2026	No specific award ceiling; <u>Match</u> : 25% match in Y1 and Y2, 65% match in Y3.	The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA.	Determine if this opportunity merits further consideration.	



BEATRICE
STAKE YOUR CLAIM

Federal Funding Submissions
October 2025



Agency	Grant Program	Requested Amount	Project Description	Status
U.S. Department of Transportation (DOT)	Rebuilding American infrastructure with Sustainability and Equity (RAISE)	\$21,389,417	The City will implement the Court Street Access and Safety Transformation (CAST) Initiative to address safety, mobility, community connectivity, and quality of life challenges in downtown Beatrice while driving business and economic development in the corridor. The CAST Initiative which proposes the rerouting of Highway 136 one block South to Market Street and reestablishing downtown Beatrice as a pedestrian corridor.	Awarded
U.S. Department of Transportation (DOT)	Safe Streets and Roads for All Grant (SS4A)- Supplemental and Demonstration Track	\$106,400	Beatrice will utilize SS4A funding to update their ADA Accessibility Plan.	Awarded
Federal Emergency Management Agency (FEMA)	Assistance to Firefighters Grant Program (AFG)	\$160,100	Funding from AFG will support the upgrade and purchase of new hoses and nozzles for the Beatrice Fire and Rescue Department.	Awarded
National Endowment for the Arts (NEA)	Grants for Arts - Our Town	\$99,000	Beatrice requests funding to support the installation of new cultural welcome signs across the City.	Pending
Department of Transportation (DOT)	Safe Streets and Roads for All Grant (SS4A)	\$10,400,000	Beatrice seeks funding to improve the safety measures along the Lincoln Street Corridor throughout their downtown business district.	Pending
Department of Transportation (DOT)	Rural Tribal Assistance Pilot Grant Program	\$500,000	The City requests RTAP funding to conduct preliminary design, engineering studies, and technical components for constructing a new trail that would connect the hospital to the downtown corridor.	Pending
U.S. Department of Agriculture (USDA)	Rural Business Development Grant (RBDG)	\$43,332	Beatrice seeks RBDG funding to create a strategic downtown business development plan to work in conjunction with their recent FY24 DOT RAISE grant of reconstructing and revitalizing their downtown corridor.	Pending
U.S. Congress	FY25 Congressionally Directed Spending/ Community Project Funding	\$782,000	The City requests CDS funding for upgrades for the emergency communications equipment at the Southeast Communications 911 Center.	Both Sen. Fischer and Rep. Smith selected the project, and the project advanced to be included in the final Senate Commerce, Justice, and Sciences Bill, however, as a result of the Continuing Resolution, no congressional earmarks were funded in FY25.
U.S. Congress	FY26 Congressionally Directed Spending/ Community Project Funding	\$782,000	The City's resubmission of the previous fiscal year's CDS requests included the same funding for upgrades to the emergency communications equipment at the Southeast Communications 911 Center.	Sen. Fischer selected the project, and the project has been included in the FY26 Commerce, Justice, and Sciences Bill. The funding is currently pending upon the passage of appropriations.

Americans with Disabilities Act Review of Public Facilities



City of Beatrice

10/6/2025

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Overview

The intent of the Americans with Disabilities Act (ADA) is to provide persons with disabilities with accommodations and access equal to, or similar to that available to any other persons. It should be kept in mind the ADA is a civil rights law; it is not a building code. It will not be enforced as a building code. It will be enforced as other civil rights laws are enforced. The State of Nebraska follows the ADA guidelines for public and commercial buildings and facilities set forth in Appendix A to Chapter 1 of Title 28 of the Code of Federal Regulations (CFR) Part 36. These guidelines specifically address the architectural and communication barriers that are structural in nature and must be modified so that the existing facility is more usable for people with disabilities.

The Americans with Disabilities Act defines an individual with a disability as a person who has a physical or mental impairment that substantially limits one or more major life activities such as: sight, hearing, speaking, walking, breathing, performing manual tasks, learning, caring for oneself, or working.

The ADA is divided into five Titles, each addressing a different component of this wide-ranging legislation.

Title I: Employment

Title II: State and Local Government

Title III: Public Accommodations and Commercial Facilities

Title IV: Telecommunications

Title V: Miscellaneous provisions

Title I of the ADA prevents the discrimination of qualified disabled persons in hiring and employment matters. Private businesses with 15 or more employees are required to provide reasonable accommodations (e.g., changes to the work environment) to enable a person to perform their job.

Title II of the ADA regulates facilities for state and local government agencies and requires that all newly constructed buildings and additions be fully compliant. For existing facilities, state and local governments are required to make the programs within the buildings accessible, which may or may not require architectural modifications. Any alterations made to a building to address program accessibility must comply with ADA guidelines unless “technically infeasible” [ADA Section 4.1.6(d)].

Places of public accommodation and commercial facilities are not subject to the same requirements. Both places of public accommodation and commercial facilities (which may include many facilities that are not places of public accommodation) are, however, subject to Title III requirements for existing facilities, new construction, and alterations. In addition to these requirements, places of public accommodation must be operated in accordance with the full range of Title III requirements, such as nondiscriminatory eligibility criteria; reasonable modifications and

policies, practices and procedures; provisions of auxiliary aids and removal of barriers in existing facilities. Building owners are allowed to determine how their facilities will achieve ADA compliance and which modifications might be required. When local building codes require greater access than ADA does, the stricter code will govern. It should be noted that while the ADA mandates equal opportunities to publicly owned facilities it does not guarantee that an individual with a disability will achieve an identical result, or level of achievement in this regard, as persons without disabilities. However, individuals with disabilities must be integrated to the maximum extent appropriate, the City must maintain in working order equipment and features of the facilities which may be required to provide ready access or barrier removals to individuals with disabilities. Isolated or temporary interruptions in access due to maintenance and repair of accessible features are not prohibited, however, where at all possible, alternative access should be provided in these instances. In providing an accessible route, the route must remain accessible and not blocked by obstacles such as furniture, filing cabinets, or ornamental plants. Although it is recognized that mechanical and equipment failures (such as elevators or automatic doors) will occur from time to time, the obligation to ensure that facilities are readily accessible and usable by individuals with disabilities would be violated if repairs are not made promptly, or if improper or inadequate maintenance causes repeated and persistent failures.

It is recognized that the City must permit the use of a service animal by an individual with a disability. Service animals include any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. The tasks typically performed by service animals include guiding people with impaired vision, alerting individuals with impaired hearing to the presence of intruders or sounds providing minimal protection or rescue work, pulling a wheelchair or retrieving dropped items. The care or supervision of a service animal is the responsibility of his or her owner not the facility owner. The City will not require an individual with a disability to post a deposit as a condition to permit a service animal to accompany its owner throughout its facility.

The City of Beatrice will in all likelihood provide auxiliary aids and services which may be necessary to ensure equal access to all facilities. This obligation will, however, extend only to individuals with disabilities who have physical or mental impairments such as vision, hearing, or speech impairments which substantially limit the ability to communicate. In order to provide equal access, the City may be required to make available auxiliary aids in services where necessary to ensure communication. This may include interpreters, note takers, computer aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids (where required), closed captioned decoders, open and closed captioning, telecommunications for deaf persons, video text displays and exchange of written notes. For persons with visual impairments this may include qualified readers, taped text, audio recordings, Braille materials, large print materials, and assistance in locating services. Examples of equipment which may be necessary for individuals with speech impairments include Telecommunications Devices for the Deaf (TDD's), computer terminals, speech synthesizers and communication boards.

The City will remove architectural barriers and communication barriers that are structural in nature in existing facilities. Architectural barriers are physical elements of a facility that impede access by people with disabilities. These barriers include more than obvious impediments, such as steps and curbs that prevent access by people who use wheelchairs. In some of our facilities, telephones, drinking fountains, mirrors, paper towel dispensers must be relocated to a height that makes them accessible to people using wheelchairs. Conventional doorknobs and operating controls which impede access by persons having limited manual dexterity must be replaced with those which are operable by such persons.

With respect to those barriers which are viewed as readily achievable to remove, there is no definitive answer to this question because determination as to which barriers can be removed without much difficulty or expense must be made on a case by case basis. However, the regulations contain a list of 16 examples of modifications that may be readily available.

- 1) Installing ramps
- 2) Making curb cuts and ramps in sidewalks and building entrances
- 3) Repositioning shelves
- 4) Rearranging tables, chairs, vending machines, display racks and other furniture
- 5) Repositioning telephones
- 6) Adding raised markings on elevator control buttons
- 7) Installing flashing alarm lights
- 8) Widening doors
- 9) Installing offset hinges to widen doorways
- 10) Installing accessible door hardware
- 11) Installing grab bars in toilet stalls
- 12) Rearranging toilet partitions to increase maneuvering space
- 13) Insulating lavatory pipes under sinks to prevent burns
- 14) Installing a raised toilet seat
- 15) Repositioning the paper towel dispenser in a bathroom
- 16) Creating designated accessible parking spaces

This list is intended to be illustrative. Whether or not any of these measures is readily achievable is to be determined on a case-by-case basis in light of the particular circumstances presented and the factors discussed in the survey. Deep pile carpeting on floors and unpaved exterior ground surfaces has been found at some facilities as a barrier for access by people who use wheelchairs and others who may use other mobility aids such as crutches.

The communications barriers which must be addressed in the City's facilities that are structural in nature are barriers that are an integral part of the physical structure of a facility. Examples include conventional signage which generally is inaccessible to people who have vision impairments and audible alarm systems which are inaccessible to people with hearing impairments. Structural and communication barriers may also include the use of physical partitions that hamper the passage of

sound waves between employees or between employees and the service users, and the absence of sound buffers in noisy areas which will reduce the extraneous noise that interferes with communication with people who have limited hearing. It is understood that the broad term "facility" includes all or any part of a building structure, equipment, vehicle, site (including roads, walks, passageways and parking lots) or other real or personal property. Both permanent and temporary facilities are subject to the barrier removal requirements.

It should be noted that many facilities are not open to the public, and those facilities, therefore, are not included in this plan. That is not to say that at some future date employee accommodations may require alterations to these facilities. The City fully intends to undertake those employee accommodations as required under the law. It is also understood there are other related or non-related requirements in conjunction with the provision of services and programs. This plan does not include any references to such services or programs. It is intended to address facilities only. As regards any new facilities, the City of Beatrice intends to fully comply with all the requirements of the Americans with Disabilities Act.

Any new construction or alterations to existing facilities should follow the most up to date rules and guidelines laid forth in the Americans with Disabilities Act. While not yet formally adopted at the time of this report, the Public Right-Of-Way Accessibility Guidelines (PROWAG) have been published by the U.S. Access Board under the ADA regulations. The guidelines specifically address access to sidewalks and streets, crosswalks, curb ramps, pedestrian signals, on-street parking, and other components of public-right-of-way. All State and Federal regulations should be verified before design and construction. For current State regulations, see the Nebraska Department of Transportation Roadway Design Manual (<https://dot.nebraska.gov/business-center/design-consultant/rd-manuals/>).

Safe Harbor. *If a public entity has constructed or altered required elements of a path of travel in accordance with the specifications in either the 1991 Standards or the Uniform Federal Accessibility Standards before March 15, 2012, the public entity is not required to retrofit such elements to reflect incremental changes in the 2010 Standards solely because of an alteration to a primary function area served by that path of travel.*

ATTACHMENT 3

Notice of Public Hearing

NOTICE OF PUBLIC HEARING OF THE PROPOSED ISSUANCE OF REVENUE BONDS BY THE CITY OF BEATRICE, NEBRASKA

NOTICE IS HEREBY GIVEN that a public hearing will be conducted concerning the proposed issuance by the City of Beatrice, Nebraska (the “**Issuer**”) of its Student Housing Revenue Bonds (The 50/50 Project), Series 2025 in one or more series and/or subseries in an aggregate principal amount not to exceed \$38,000,000 (the “**Bonds**”) as part of a plan of finance. This notice is given pursuant to Sections 13-1101 et seq, Reissue Revised Statutes of Nebraska, as amended, and Section 147(f)(2) of the Internal Revenue Code of 1986, as amended (the “**Code**”), and is intended to provide a reasonable opportunity to be heard for the residents of Beatrice, Nebraska and Lancaster County, Nebraska of the proposed issuance of the Bonds by the Issuer and the related plan of finance for the hereinafter-described Project. The hearing is a joint public hearing conducted on behalf of the Issuer and an appropriate governmental unit described in Section 147(f)(2)(A)(ii) of the Code having jurisdiction over the area in which the Project is located (a “**Host Jurisdiction**”). The Bonds are to be issued as “qualified 501(c)(3) bonds” (as defined in Section 145 of the Code).

The proceeds of the Bonds are to be loaned to AF-18R-Lincoln, LLC, a Nebraska limited liability company (the “**Borrower**”), which is a wholly owned subsidiary and whose sole member is P3 Foundation Inc., a North Carolina nonprofit corporation and an organization exempt from federal income tax under Section 501(c) of the Code, for the purposes of (i) refinancing indebtedness related to the acquisition, construction and equipping of the “50/50 Apartments”, an approximately 124 unit/475 bed student housing facility located on land owned by the University of Nebraska-Lincoln (the “**University**”) at 1801 R Street Lincoln, NE 68508; and (ii) financing certain costs of issuance and capitalized interest, and (iii) funding a debt service reserve fund and other reserve funds, as necessary (collectively the “**Project**”). The Project is owned and operated by the Borrower.

Following such public hearing, the Issuer will consider for adoption a resolution granting approval to such proposed issuance of the Bonds to finance the Project. Such issuance is subject to further approval by a Host Jurisdiction as provided in Section 147(f)(2). The Bonds will be limited obligations of the Issuer, and the principal and interest thereon will be payable solely from the revenues derived from one or more loan agreements between the Issuer and the Borrower. The Bonds shall not constitute or give rise to a pecuniary liability of the Issuer, the University, the State of Nebraska or any political subdivision thereof, nor shall the Bonds become a charge against their general credit or taxing powers.

All interested parties are invited to present comments at the public hearing regarding the issuance of the Bonds to be held on Monday, October 6, 2025 at 6:00 p.m., Central time, in the Beatrice Public Schools (BPS) Administration Building Board Room, 320 N 5th Street, Beatrice, NE 68310.

September 29, 2025

THE CITY OF BEATRICE, NEBRASKA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BEATRICE, NEBRASKA AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF STUDENT HOUSING REVENUE BONDS (THE 50/50 PROJECT), SERIES 2025, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000 (THE "BONDS") FOR THE PURPOSES OF (1) REFINANCING CERTAIN OUTSTANDING INDEBTEDNESS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN STUDENT HOUSING FACILITIES OWNED AND OPERATED BY A NONPROFIT, TAX-EXEMPT BORROWER, (2) FUNDING NECESSARY RESERVES AND (3) PAYING CERTAIN EXPENSES OF THE BONDS, THE PRINCIPAL OF WHICH AND THE INTEREST THEREON SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED TO THE PAYMENT THEREOF; MAKING FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT, THE BORROWER AND THE BONDS; AUTHORIZING THE SALE OF THE BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN BOND DOCUMENTS AND OTHER RELATED DOCUMENTS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; DETERMINING THAT SAID BONDS SHALL NOT BE A LIABILITY OF THE ISSUER NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS; GRANTING PUBLIC APPROVAL WITHIN THE MEANING OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES OF THE BORROWER FROM THE PROCEEDS OF THE BONDS; INCORPORATING WITHIN THIS BOND ORDINANCE THE PROVISIONS OF CHAPTER 13, ARTICLE 11, OF THE NEBRASKA REISSUE REVISED STATUTES, AS AMENDED; PROVIDING THAT THE INVALIDITY OF ANY PART OF THIS BOND ORDINANCE SHALL NOT AFFECT THE REMAINDER; AND OTHER RELATED MATTERS.

WHEREAS, the City of Beatrice, Nebraska (the "Issuer"), a municipal corporation and a city of the first class duly organized and validly existing under the laws of the State of Nebraska (the "State"), is authorized and empowered by the provisions of the Chapter 13, Article 11, of the Nebraska Reissue Revised Statutes, as amended (the "Act"), to finance or refinance projects, as that term is defined in the Act, including, among other things, any land, building, or equipment or other improvement, and all real and personal properties deemed necessary in connection therewith, which shall be suitable for use as a nonprofit enterprise or the refinancing of outstanding debt of a nonprofit enterprise incurred to finance such land, building, equipment, improvement, or other properties, except that a project under this subdivision shall not include any portion of such land,

building, equipment, improvement, or other properties or the refinancing thereof to the extent used for sectarian instruction or study or devotional activities or religious worship, and to issue its revenue bonds for the purpose of financing and/or refinancing the cost of acquisition, construction or purchase of any such projects; and

WHEREAS, P3 Foundation Inc, a North Carolina nonprofit corporation and a tax-exempt organization (including any affiliates thereof, the “**Borrower**”), has requested that the Mayor and City Council of the Issuer (the “**City Council**”) authorize the Issuer to issue one or more series of its revenue bonds, in the aggregate principal amount not to exceed \$38,000,000, for the purposes of refinancing certain indebtedness related to the acquisition, construction and equipping of a student housing facility located at the campus of the University of Nebraska-Lincoln (the “**University**”) in Lincoln, Nebraska (the “**Project**”), funding certain necessary reserves and paying certain costs of issuing such bonds; and

WHEREAS, under the Act, the Issuer may undertake projects located within the State and located within, without, partially within, or partially without the Issuer; *provided*, that for any project located without the Issuer, the Issuer finds that a reasonable relationship exists between the Issuer and the project, borrower, or other party or parties to the financing agreement, as applicable; and

WHEREAS, pursuant to a Notice of Public Hearing, duly published (a) on the Issuer’s primary website address of [https:// https://www.beatrice.ne.gov](https://www.beatrice.ne.gov) and (b) in the *Lincoln Journal-Star*, being a newspaper of general circulation within both the Issuer and Lancaster County, Nebraska, each on September 29, 2025 and each in compliance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), the City Council conducted a joint public hearing on this date on behalf of the Issuer and an appropriate governmental unit described in Section 147(f)(2)(A)(ii) of the Code having jurisdiction over the area in which the Project is located, at which all interested parties were given an opportunity to express their views orally or in writing for or against the proposed issuance of the bonds described herein pursuant to a plan of financing to finance and refinance the Project; and

WHEREAS, the Issuer has determined to proceed with the issuance and sale of one or more series of its Student Housing Revenue Bonds (The 50/50 Project), Series 2025, in the aggregate principal amount not to exceed \$38,000,000 (the “**Bonds**”), for the purposes described herein, all in accordance with authorization under the Act, and to lend the proceeds from the sale of the Bonds to the Borrower on the terms and conditions set forth in the hereinafter-described Loan Agreement; and

WHEREAS, there have been prepared in connection with the issuance and sale of the Bonds the following documents (the “**Bond Documents**”) which have been presented to the City Council on this date:

1. a proposed Trust Indenture (the “**Indenture**”), by and between the Issuer and UMB Bank, National Association, as Trustee (the “**Trustee**”), pursuant to which the Bonds will be issued and secured;

2. a proposed Loan Agreement (the “**Loan Agreement**”), by and between the Issuer and the Borrower, pursuant to which the Issuer will loan to the Borrower the proceeds of the Bonds in exchange for the Borrower’s obligation to make loan repayments in amounts and at times sufficient to repay the Bonds;

3. a proposed Tax Compliance Agreement (the “**Tax Agreement**”), by and between the Issuer and the Borrower, addressing federal income tax law requirements applicable to the Bonds;

4. a proposed Bond Purchase Contract (the “**Purchase Contract**”), to be dated as of the date the terms of sale of the Bonds are confirmed, among the Issuer, the Borrower and Ramirez & Co., Inc. (the “**Underwriter**”), whereby the Issuer agrees to sell the Bonds to the Underwriter and the Underwriters agrees to purchase the Bonds from the Issuer; and

5. a proposed form of a Preliminary Official Statement (the “**Preliminary Official Statement**”), which the Underwriter plans to use in connection with the initial offering of the Bonds for sale; and

WHEREAS, the principal of, premium, if any, and the interest on the Bonds are to be payable solely from the loan payments from the Borrower under the Loan Agreement and from the other funds and collateral pledged therefor; the Bonds do not give rise to a pecuniary liability of the Issuer; and the Bonds are neither general obligations of the Issuer nor secured by a pledge of or charge against the general credit or the taxing powers of the Issuer; and

WHEREAS, to secure its obligations to the Issuer under the Loan Agreement, the Borrower will grant, pledge and assign to the Trustee:

1. pursuant to a Leasehold Deed of Trust, Fixture Filing, and Assignment of Rents and Subleases (the “**Leasehold Deed of Trust**”), by the Borrower in favor of the deed of trust trustee named therein for the benefit of the Trustee, a first lien and security title in and to the Borrower’s interest in the Project, including all leases, rents, issues, profits, revenues, income, receipts, money, royalties, rights, and benefits of and derived therefrom; and

2. pursuant to a Pledge and Security Agreement (the “**Security Agreement**”), between the Borrower and the Trustee, a first priority security interest in its interests in the accounts, documents, chattel paper, instruments, and general intangibles arising in any manner from the Borrower’s ownership or operation of the Project; and

WHEREAS, it necessary that the City Council declare the Issuer’s official intent, solely for purposes of Treasury Regulations, Section 1.150-2, promulgated under the Code, to reimburse certain capital expenditures of the Borrower from the proceeds of the Bonds; and

WHEREAS, it is necessary that the Issuer adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein; and

WHEREAS, all conditions, acts and things required by law to exist or to be done precedent to the issuance by the Issuer of the Bonds pursuant to the Act do exist and have been done as required by law.

BE IT RESOLVED BY MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA AS FOLLOWS:

ARTICLE I

LEGAL AUTHORIZATION; FINDINGS

Section 1.01. Legal Authorization. The Issuer is a municipal corporation and a city of the first class duly organized and existing as a county under the Constitution and laws of the State of and is authorized under the under the Act to issue and sell its revenue bonds in the form of one or more debt instruments such as the Bonds for the purpose, in the manner and upon the terms and conditions set forth in the Act, in this Bond Ordinance and in the Indenture.

Section 1.02. Findings. The City Council has heretofore found and determined, and does hereby find and determine, based on representations of the Borrower, as follows:

(a) The Borrower is a North Carolina nonprofit corporation and is an organization described in Section 501(c)(3) of the Code.

(b) The loan of the proceeds of the Bonds by the Issuer to the Borrower pursuant to the terms of the Loan Agreement to refinance the costs of the Projects, to fund necessary reserves and to pay certain costs of issuing the Bonds is in furtherance of the purpose set forth in the Act.

(c) The Project is an eligible “project” and is suitable for use as a “nonprofit enterprise”, each as defined in the Act. The indebtedness of the Borrower to be refinanced with the proceeds of the Bonds was incurred to finance the Project.

(d) No portion of the Project is used for sectarian instruction or study or devotional activities or religious worship.

(e) Because (i) the Project provides housing for students attending the University, (ii) 1,325 students from Beatrice, Nebraska and surrounding Gage County, Nebraska have enrolled at the University over the past 20 years, and (iii) 137 students from Beatrice, Nebraska and surrounding Gage County, Nebraska are currently enrolled at the University for the Fall 2025 semester, a reasonable relationship exists between the Issuer and the Project.

(f) The Issuer has been advised by the Borrower that the estimated cost of refinancing the Project, including, but not limited to, refunding outstanding indebtedness related thereto, net original issue discount, necessary reserves and Bond issuance costs, is not less than \$38,000,000.

(g) The proceeds of the sale of each series of Bonds are to be loaned to the Borrower pursuant to the Loan Agreement. The amount necessary to pay the principal of, premium, if any, and interest on the Bonds, in the aggregate principal amount not to exceed \$38,000,000, is the same as the loan payments required to be paid by the Borrower under the Loan Agreement.

(h) The Loan Agreement provides that the Borrower shall maintain the Project and carry all proper insurance with respect thereto and shall pay taxes, if any, with respect to the Project.

(i) The Borrower has agreed to fund a Debt Service Reserve Fund to secure one or more series of Bonds by the deposit of cash, letter of credit or other acceptable collateral in an amount as may be required by the Underwriter, subject to the limitations set forth in the Code.

(j) As additional collateral and security for the Bonds, the Borrower has agreed to grant the liens and the security interests pursuant to the Leasehold Deed of Trust and the Security Agreement as set forth in the recitals hereto.

(k) The principal of, premium, if any, and the interest on the Bonds are to be payable solely from the loan payments from the Borrower under the Loan Agreement and the other funds and collateral pledged therefor.

(l) The Bonds will not constitute an indebtedness or obligation as to which the faith and credit of the Issuer, the State, or any other political subdivision of the State are pledged, but are limited obligations of the Issuer, which will be obligated to pay the principal of, premium, if any, or interest on the Bonds only from payments made to the Issuer under the Loan Agreement and other amounts an collateral pledged therefor. The Bonds shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or its taxing power.

(m) Each of the Bond Documents referred to in the recitals to this Bond Ordinance, which are before each of this City Council, is in appropriate form and is an appropriate instrument for the purposes intended and said instruments are in substantially the same form on the date hereof.

ARTICLE II

AUTHORIZATION, ISSUANCE AND APPROVAL OF THE BONDS

Section 2.01. Issuance of Bonds. In order to provide funds to refinance the Project, including, but not limited to, refunding outstanding indebtedness related thereto, net original issue discount, necessary reserves and Bond issuance costs, the Issuer hereby authorizes the issuance of its Student Housing Revenues Bonds (The 50/50 Project) Series 2025 in the aggregate principal amount not to exceed \$38,000,000, with such other designations as may be appropriate. The Bonds will be issuable in one or more series, in fully registered form, without coupons, and in the denomination or denominations set forth in the Indenture. The Bonds shall be in such series, bear such dates and interest rates, mature and be payable at such place and in such form, carry such

registration privileges, be subject to redemption, be executed, be in such form and contain such terms, covenants and conditions, all as set forth in the Indenture, and subject to the parameters set forth in this Bond Ordinance.

Upon issuance, the Bonds will constitute a special limited obligation of the Issuer payable solely from and to the extent of the sources set forth in the Indenture or the Loan Agreement, as applicable, and other moneys or collateral pledged thereto. No provision of this Bond Ordinance or of the Bond Documents, or any other instrument, shall be construed as creating a general obligation of the Issuer, or as incurring or creating a charge upon the general credit or taxing power of the Issuer.

Section 2.02. Sale of the Bonds. The Bonds are hereby authorized to be sold to the Underwriter at the price and on the terms and conditions set forth in the Purchase Contract and subject to the parameters of this Bond Ordinance. Any Authorized Officer (as defined below) is hereby authorized to execute and deliver the Purchase Contract in substantially the form on file with the Issuer, for and on behalf of the Issuer, the execution thereof to constitute conclusive evidence of such Authorized Officer's and the Issuer's approval of any and all changes, modifications, additions and deletions from the form thereof as before the City Council. Such Authorized Officer is authorized to take all action necessary or reasonably required by the Purchase Contract to carry out, give effect to and consummate the transactions as contemplated thereby.

Section 2.03. Public Hearing. At the joint public hearing conducted on the date hereof by the Issuer regarding the proposal of the Issuer to issue the Bonds for the purpose described herein, all interested parties who desired to do so were given the opportunity to express their views orally and in writing for or against the proposed Bonds and the Project. Having considered all oral and written statements which were made or filed for or against the proposed Bonds and the Project, the Mayor and the City Council hereby determine that the proposed issuance by the Issuer of the Bonds and the Project, for the purposes set forth in the Notice of Public Hearing and described in the recitals hereto, is hereby approved in accordance with the public approval requirements of Section 147(f) of the Code.

Issuance of the Bonds is conditioned on the prior approval by an appropriate governmental unit described in Section 147(f)(2)(A)(ii) of the Code having jurisdiction over the area in which the Project is located.

ARTICLE III

AUTHORIZATION TO EXECUTE DOCUMENTS

Section 3.01. Approval and Authorization of Documents. The Indenture, the Loan Agreement, the Tax Agreement and the Purchase Contract, in the forms and content presented to the City Council on this date, be and the same are in all respects hereby approved, authorized and confirmed. The Mayor, the City Administrator or the City Clerk of the Issuer (each, including any person authorized to act on his or her behalf, an "**Authorized Officer**") are each authorized and directed to execute and deliver, for and on behalf of the Issuer, the Indenture, the Loan Agreement, the Tax Agreement and the Purchase Contract in substantially the forms and contents as presented to the City Council on this date, subject to the approval of the City Attorney of the Issuer, but with

such changes, modifications, additions and deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their and the Issuer's approval of any and all changes, modifications, additions and deletions from the forms thereof as before the City Council. From and after the execution and delivery of such documents by an Authorized Officer on behalf of the Issuer, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed. The designated Authorized Officers are hereby authorized and directed to execute by facsimile or manual signature, attested by the facsimile or manual signature of its City Clerk, and either is authorized and directed to deliver the Bonds to the Trustee for authentication and delivery to the Underwriter thereof upon payment of the purchase price therefor.

Section 3.02. Approval and Authorization of Official Statement. The Issuer hereby consents to the lawful use and distribution of the Preliminary Official Statement, in substantially the form on file with the Issuer, with such changes, insertions and omissions therein as may be required in connection with the offering and sale of the Bonds. Each Authorized Officer is hereby authorized to certify on behalf of the Issuer and for and in the name of the Issuer that the Issuer Portion (defined below) of the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("**Rule 15c2-12**") (except for the omission of certain information as permitted by Rule 15c2-12).

Except for information contained under the captions "THE ISSUER" and "LITIGATION – The Issuer" (or such similar captions) as such captions relate solely to the Issuer in the Preliminary Official Statement and the Official Statement (together, the "**Issuer Portion**"), the Issuer has not and will not confirm, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the Preliminary Official Statement and the Official Statement or any amendment or supplement thereto, or in any reports, financial information, offering or disclosure documents or other information relating to the Project, the Borrower or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Borrower or the Project or otherwise contained in the Preliminary Official Statement and the Official Statement.

The Issuer hereby consents to the lawful use and distribution of copies of said Official Statement, in preliminary and final form, to purchasers of the Bonds.

Section 3.03. Authority to Execute and Deliver Additional Documents. The Authorized Officers and other appropriate Issuer officials are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any and all additional certificates and documents which may be required under or contemplated by the terms of the Bonds Documents and this Bond Ordinance, including Internal Revenue Service Form 8038, and to take other action as may be required or appropriate for the performance of the duties imposed thereby or carry out the purposes and intent of this Bond Ordinance.

ARTICLE IV

SUPPLEMENTAL RESOLUTIONS

The Issuer may, subject to the terms and conditions of the Indenture, pass and execute resolutions supplemental to this Bond Ordinance which shall not be inconsistent with the terms and provisions hereof.

ARTICLE V

MISCELLANEOUS

Section 5.01. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Ordinance or the Bonds is intended or shall be construed to give to any person, other than the Issuer, the Borrower or the Trustee, any legal or equitable right, remedy or claim under or with respect to this Bond Ordinance or any covenants, conditions and provisions herein contained. This Bond Ordinance and all of the covenants, conditions and provisions hereof are intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower and the Trustee as herein provided.

Section 5.02. Severability. If any provision of this Bond Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 5.03. Immunity of Officers. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Issuer contained in this Bond Ordinance, the Bonds, the Bond Documents or any other document executed in connection therewith against any officer of the Issuer or employee, as such, in his or her individual capacity, past, present or future, of the Issuer, either directly or through the Issuer, whether by virtue of any constitutional provision, statute or rule or law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Bond Ordinance, the Bonds, the Bond Documents and all other documents referred to herein are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer of the Issuer, employee as such, past, present or future, of the Issuer, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer, the Trustee, or the bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Bond Ordinance and the execution of the Bonds, the Bond Documents or any other documents referred to herein and as a condition of, and as a part of the consideration for, the adoption of this Bond Ordinance and the execution of the Bonds, the Bond Documents or any other documents referred to herein, expressly waived and released. The immunity of officers of the Issuer and employees of the Issuer under the provisions contained in this Section 5.03 shall survive the termination of this Bond Ordinance.

Section 5.04. No Pecuniary Interest. Except as otherwise disclosed to the City Council prior to the adoption of this Bond Ordinance, no member or employee of the Issuer has any interest, direct or indirect, in the transactions contemplated by the Issuer herein.

Section 5.05. Designation of Trustee. The Issuer approves the appointment of UMB Bank, National Association, as Trustee for the Bonds.

Section 5.06. Reimbursement of Expenditures Prior to the Issuance of the Bonds. The Issuer hereby authorizes the use of such portion, if any, of the proceeds made available upon issuance of the Bonds to be used for the purpose of reimbursing the Borrower for certain expenditures incurred prior to the issuance of the Bonds. This Section 5.06 constitutes a declaration of official intent and is intended to qualify as a reimbursement declaration and resolution in accordance with Regulation Section 1.150-2 issued pursuant to the Code, permitting proceeds of the Bonds to be used to reimburse the Borrower for expenditures incurred prior to the issuance of the Bonds.

Section 5.07. Post-Issuance Compliance Procedures. In connection with the issuance of the Bonds, the City Council hereby approves and adopts the post-issuance compliance policies and procedures substantially in the form attached hereto as Exhibit A and made a part hereof (the “**Post-Issuance Compliance Policies and Procedures**”) as may be supplemented from time to time as provided in the Post-Issuance Compliance Policies and Procedures. The City Council hereby authorizes and directs the officers and staff members of the Issuer listed in the Post-Issuance Policies and Procedures (each, an “**Authorized Issuer Representative**”) to take such actions as any such Authorized Issuer Representative, after appropriate consultation with Bond Counsel to the Issuer, deems necessary, appropriate or desirable to finalize the Post-Issuance Compliance Policies and Procedures and to effect the implementation thereof.

Section 5.08. Incorporation of the Act. This Bond Ordinance does hereby incorporate by reference, as though fully set out herein, the provisions of the Act.

Section 5.09. Repeal of Inconsistent Resolution. Any resolution of the Issuer, and any part of any resolution, inconsistent with this Bond Ordinance is hereby repealed to the extent of such inconsistency.

Section 5.10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law..

PASSED AND APPROVED this 6th day of October, 2025

ATTEST:

Mayor

City Clerk

**EXHIBIT A
TO
BOND ORDINANCE NO. _____**

**WRITTEN POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES IN
CONNECTION WITH CONDUIT BONDS**

I. Purpose

A. In General. The Internal Revenue Service (the “IRS”) has strongly recommended that issuers and conduit borrowers of municipal bonds assist with the efforts to administer the income tax laws by adopting written policies and procedures that are intended to assure that appropriate compliance measures are implemented by such issuers after their bonds have been issued. This document constitutes and is intended to memorialize formally the written post-issuance compliance policies and procedures (the “Issuer’s PICPP”) that the City of Beatrice, Nebraska (the “Issuer”) has previously adopted or followed, or is now adopting, in connection with one or borrowings of proceeds of Tax-Exempt Bonds (as defined herein) issued by the Issuer for the benefit of conduit borrowers.

B. Definitions.

1. “*Authorized Representative*” means the Post-Issuance Compliance Officer of the Issuer designated in II below and any officer or staff of the Issuer designated by the Post-Issuance Compliance Officer to perform any of the functions described in this Issuer’s PICPP.
2. “*Bad Use*” means expenditure on projects to be used by other than a qualified governmental or qualified conduit borrower user, a loan to a non-qualified person or use of a bond-financed facility by a non-qualified person. As indicated herein, such use may arise pursuant to a management agreement, research agreement, naming rights agreement or any similar agreement relating to a bond-financed facility.
3. “*Bad Payments*” means any payments derived from Bad Use of bond financed property.
4. “*Bond Counsel*” means any nationally recognized bond counsel engaged at the Conduit Borrower’s expense by or on behalf of the Issuer or the Conduit Borrower to review or opine on matters covered by this Issuer’s PICPP.
5. “*Conduit Borrower*” means each entity who is a borrower or beneficiary of proceeds of any of the Issuer’s Tax-Exempt Bonds.
6. “*Code*” means the Internal Revenue Code of 1986, as amended.
7. “*Governing Body*” means the Mayor and City Council of the Issuer.
8. “*Regulations*” means the Income Tax Regulations promulgated pursuant to the Code.
9. “*Tax Closing Documentation*” means any and all covenants, certificates, instructions and information reporting documentation contained in the closing transcript or record of proceedings for any series of Tax-Exempt Bonds, whether executed in connection with the issuance of any such series of obligations or executed post-closing.

10. “*Tax-Exempt Bonds*” means the one or more series of governmental purpose bonds or other form of tax-exempt obligations that the Issuer has previously issued or may in the future issue for the benefit of conduit borrowers, the interest on which is excludable from gross income of the owners thereof pursuant to Sections 103 and 141-150 of the Code and Regulations.

C. Incorporation of Tax Closing Documentation. This Issuer’s PICPP shall be deemed to include and hereby incorporates all Tax Closing Documentation for each issue of the Issuer’s Tax-Exempt Bonds issued for the benefit of conduit borrowers.

II. Overall Responsibility for Post-Issuance Compliance

A. Assignment of Issuer’s Responsibility to Conduit Borrowers. Oversight responsibility for post-issuance compliance is assigned to the City Administrator of the Issuer. Such officer is hereby designated the Issuer’s Post-Issuance Compliance Officer (the “Issuer’s PICO”). Certain specific compliance responsibilities may be assigned by the Issuer’s PICO to a designated Authorized Representative of the Issuer as deemed necessary by the Issuer’s PICO.

B. Delegation to Conduit Borrowers. The Issuer’s PICO will establish to his or her satisfaction that pursuant to the Tax Closing Documentation for each issue, each Conduit Borrower of proceeds of an issue of Tax-Exempt Bonds will be delegated primary post-issuance compliance responsibilities and that any Issuer expenses relating to the performance post-issuance compliance responsibilities will be paid by the conduit borrower.

C. Consultation with Issuer or Outside Professionals. The Issuer’s PICO and any Authorized Representative may consult with any Bond Counsel or other municipal finance advisors or professionals that they deem appropriate to meet the requirements of this Issuer’s PICPP.

D. IRS Correspondence and Audits. The Issuer’s PICO will consult with the Issuer, Bond Counsel and the conduit borrower immediately upon receipt of any correspondence from, or opening of an examination of any type, with respect to the bonds by the IRS.

E. Periodic Review Requirements. The Issuer’s PICO will review the implementation of this Issuer’s PICPP with the Governing Body at least annually during the term of any Tax-Exempt Bonds.

F. Training Requirements. The Issuer’s PICO will develop a training program that is designed to inform any successor Issuer’s PICO of the requirements of this Issuer’s PICPP and periodically to train all Authorized Representatives of their duties under this Issuer’s PICPP. Such a training program may developed with internal materials or those supplied by Issuer and Bond Counsel and shall include a review of the Code and the IRS’s web site set up for the tax exempt bond community (<http://www.irs.gov/taxexemptbond/index.html?navmenu=menu1>).

G. Revision of Issuer’s PICPP. The Issuer’s PICO will periodically seek the advice of Issuer and Bond Counsel or other municipal finance advisors or professionals that he or she deems appropriate to revise the terms of this Issuer’s PICPP. Such revisions shall be annually approved or ratified by the Governing Body.

THE CITY OF BEATRICE, NEBRASKA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BEATRICE, NEBRASKA AUTHORIZING THE ISSUANCE OF ONE OR MORE SERIES OF STUDENT HOUSING REVENUE BONDS (THE 50/50 PROJECT), SERIES 2025, IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$38,000,000 (THE "BONDS") FOR THE PURPOSES OF (1) REFINANCING CERTAIN OUTSTANDING INDEBTEDNESS RELATED TO THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF CERTAIN STUDENT HOUSING FACILITIES OWNED AND OPERATED BY A NONPROFIT, TAX-EXEMPT BORROWER, (2) FUNDING NECESSARY RESERVES AND (3) PAYING CERTAIN EXPENSES OF THE BONDS, THE PRINCIPAL OF WHICH AND THE INTEREST THEREON SHALL BE PAYABLE SOLELY FROM THE REVENUES PLEDGED TO THE PAYMENT THEREOF; MAKING FINDINGS AND DETERMINATIONS WITH RESPECT TO THE PROJECT, THE BORROWER AND THE BONDS; AUTHORIZING THE SALE OF THE BONDS; APPROVING AND AUTHORIZING THE EXECUTION OF CERTAIN BOND DOCUMENTS AND OTHER RELATED DOCUMENTS; APPROVING AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND A FINAL OFFICIAL STATEMENT WITH RESPECT TO THE BONDS; DETERMINING THAT SAID BONDS SHALL NOT BE A LIABILITY OF THE ISSUER NOR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS; GRANTING PUBLIC APPROVAL WITHIN THE MEANING OF SECTION 147(F) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED; DECLARING THE CITY'S OFFICIAL INTENT TO REIMBURSE CERTAIN CAPITAL EXPENDITURES OF THE BORROWER FROM THE PROCEEDS OF THE BONDS; INCORPORATING WITHIN THIS BOND ORDINANCE THE PROVISIONS OF CHAPTER 13, ARTICLE 11, OF THE NEBRASKA REISSUE REVISED STATUTES, AS AMENDED; PROVIDING THAT THE INVALIDITY OF ANY PART OF THIS BOND ORDINANCE SHALL NOT AFFECT THE REMAINDER; AND OTHER RELATED MATTERS.

WHEREAS, the City of Beatrice, Nebraska (the "Issuer"), a municipal corporation and a city of the first class duly organized and validly existing under the laws of the State of Nebraska (the "State"), is authorized and empowered by the provisions of the Chapter 13, Article 11, of the Nebraska Reissue Revised Statutes, as amended (the "Act"), to finance or refinance projects, as that term is defined in the Act, including, among other things, any land, building, or equipment or other improvement, and all real and personal properties deemed necessary in connection therewith, which shall be suitable for use as a nonprofit enterprise or the refinancing of outstanding debt of a nonprofit enterprise incurred to finance such land, building, equipment, improvement, or other properties, except that a project under this subdivision shall not include any portion of such land,

building, equipment, improvement, or other properties or the refinancing thereof to the extent used for sectarian instruction or study or devotional activities or religious worship, and to issue its revenue bonds for the purpose of financing and/or refinancing the cost of acquisition, construction or purchase of any such projects; and

WHEREAS, P3 Foundation Inc, a North Carolina nonprofit corporation and a tax-exempt organization (including any affiliates thereof, the “**Borrower**”), has requested that the Mayor and City Council of the Issuer (the “**City Council**”) authorize the Issuer to issue one or more series of its revenue bonds, in the aggregate principal amount not to exceed \$38,000,000, for the purposes of refinancing certain indebtedness related to the acquisition, construction and equipping of a student housing facility located at the campus of the University of Nebraska-Lincoln (the “**University**”) in Lincoln, Nebraska (the “**Project**”), funding certain necessary reserves and paying certain costs of issuing such bonds; and

WHEREAS, under the Act, the Issuer may undertake projects located within the State and located within, without, partially within, or partially without the Issuer; *provided*, that for any project located without the Issuer, the Issuer finds that a reasonable relationship exists between the Issuer and the project, borrower, or other party or parties to the financing agreement, as applicable; and

WHEREAS, pursuant to a Notice of Public Hearing, duly published (a) on the Issuer’s primary website address of [https:// https://www.beatrice.ne.gov](https://www.beatrice.ne.gov) and (b) in the *Lincoln Journal-Star*, being a newspaper of general circulation within both the Issuer and Lancaster County, Nebraska, each on September 29, 2025 and each in compliance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the “**Code**”), the City Council conducted a joint public hearing on this date on behalf of the Issuer and an appropriate governmental unit described in Section 147(f)(2)(A)(ii) of the Code having jurisdiction over the area in which the Project is located, at which all interested parties were given an opportunity to express their views orally or in writing for or against the proposed issuance of the bonds described herein pursuant to a plan of financing to finance and refinance the Project; and

WHEREAS, the Issuer has determined to proceed with the issuance and sale of one or more series of its Student Housing Revenue Bonds (The 50/50 Project), Series 2025, in the aggregate principal amount not to exceed \$38,000,000 (the “**Bonds**”), for the purposes described herein, all in accordance with authorization under the Act, and to lend the proceeds from the sale of the Bonds to the Borrower on the terms and conditions set forth in the hereinafter-described Loan Agreement; and

WHEREAS, there have been prepared in connection with the issuance and sale of the Bonds the following documents (the “**Bond Documents**”) which have been presented to the City Council on this date:

1. a proposed Trust Indenture (the “**Indenture**”), by and between the Issuer and UMB Bank, National Association, as Trustee (the “**Trustee**”), pursuant to which the Bonds will be issued and secured;

2. a proposed Loan Agreement (the “**Loan Agreement**”), by and between the Issuer and the Borrower, pursuant to which the Issuer will loan to the Borrower the proceeds of the Bonds in exchange for the Borrower’s obligation to make loan repayments in amounts and at times sufficient to repay the Bonds;

3. a proposed Tax Compliance Agreement (the “**Tax Agreement**”), by and between the Issuer and the Borrower, addressing federal income tax law requirements applicable to the Bonds;

4. a proposed Bond Purchase Contract (the “**Purchase Contract**”), to be dated as of the date the terms of sale of the Bonds are confirmed, among the Issuer, the Borrower and Ramirez & Co., Inc. (the “**Underwriter**”), whereby the Issuer agrees to sell the Bonds to the Underwriter and the Underwriters agrees to purchase the Bonds from the Issuer; and

5. a proposed form of a Preliminary Official Statement (the “**Preliminary Official Statement**”), which the Underwriter plans to use in connection with the initial offering of the Bonds for sale; and

WHEREAS, the principal of, premium, if any, and the interest on the Bonds are to be payable solely from the loan payments from the Borrower under the Loan Agreement and from the other funds and collateral pledged therefor; the Bonds do not give rise to a pecuniary liability of the Issuer; and the Bonds are neither general obligations of the Issuer nor secured by a pledge of or charge against the general credit or the taxing powers of the Issuer; and

WHEREAS, to secure its obligations to the Issuer under the Loan Agreement, the Borrower will grant, pledge and assign to the Trustee:

1. pursuant to a Leasehold Deed of Trust, Fixture Filing, and Assignment of Rents and Subleases (the “**Leasehold Deed of Trust**”), by the Borrower in favor of the deed of trust trustee named therein for the benefit of the Trustee, a first lien and security title in and to the Borrower’s interest in the Project, including all leases, rents, issues, profits, revenues, income, receipts, money, royalties, rights, and benefits of and derived therefrom; and

2. pursuant to a Pledge and Security Agreement (the “**Security Agreement**”), between the Borrower and the Trustee, a first priority security interest in its interests in the accounts, documents, chattel paper, instruments, and general intangibles arising in any manner from the Borrower’s ownership or operation of the Project; and

WHEREAS, it necessary that the City Council declare the Issuer’s official intent, solely for purposes of Treasury Regulations, Section 1.150-2, promulgated under the Code, to reimburse certain capital expenditures of the Borrower from the proceeds of the Bonds; and

WHEREAS, it is necessary that the Issuer adopt policies and procedures to satisfy all applicable requirements of federal income tax law in order to preserve, post-issuance, the tax-exempt status of the bonds described herein; and

WHEREAS, all conditions, acts and things required by law to exist or to be done precedent to the issuance by the Issuer of the Bonds pursuant to the Act do exist and have been done as required by law.

BE IT RESOLVED BY MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA AS FOLLOWS:

ARTICLE I

LEGAL AUTHORIZATION; FINDINGS

Section 1.01. Legal Authorization. The Issuer is a municipal corporation and a city of the first class duly organized and existing as a county under the Constitution and laws of the State of and is authorized under the under the Act to issue and sell its revenue bonds in the form of one or more debt instruments such as the Bonds for the purpose, in the manner and upon the terms and conditions set forth in the Act, in this Bond Ordinance and in the Indenture.

Section 1.02. Findings. The City Council has heretofore found and determined, and does hereby find and determine, based on representations of the Borrower, as follows:

(a) The Borrower is a North Carolina nonprofit corporation and is an organization described in Section 501(c)(3) of the Code.

(b) The loan of the proceeds of the Bonds by the Issuer to the Borrower pursuant to the terms of the Loan Agreement to refinance the costs of the Projects, to fund necessary reserves and to pay certain costs of issuing the Bonds is in furtherance of the purpose set forth in the Act.

(c) The Project is an eligible “project” and is suitable for use as a “nonprofit enterprise”, each as defined in the Act. The indebtedness of the Borrower to be refinanced with the proceeds of the Bonds was incurred to finance the Project.

(d) No portion of the Project is used for sectarian instruction or study or devotional activities or religious worship.

(e) Because (i) the Project provides housing for students attending the University, (ii) 1,325 students from Beatrice, Nebraska and surrounding Gage County, Nebraska have enrolled at the University over the past 20 years, and (iii) 137 students from Beatrice, Nebraska and surrounding Gage County, Nebraska are currently enrolled at the University for the Fall 2025 semester, a reasonable relationship exists between the Issuer and the Project.

(f) The Issuer has been advised by the Borrower that the estimated cost of refinancing the Project, including, but not limited to, refunding outstanding indebtedness related thereto, net original issue discount, necessary reserves and Bond issuance costs, is not less than \$38,000,000.

(g) The proceeds of the sale of each series of Bonds are to be loaned to the Borrower pursuant to the Loan Agreement. The amount necessary to pay the principal of, premium, if any, and interest on the Bonds, in the aggregate principal amount not to exceed \$38,000,000, is the same as the loan payments required to be paid by the Borrower under the Loan Agreement.

(h) The Loan Agreement provides that the Borrower shall maintain the Project and carry all proper insurance with respect thereto and shall pay taxes, if any, with respect to the Project.

(i) The Borrower has agreed to fund a Debt Service Reserve Fund to secure one or more series of Bonds by the deposit of cash, letter of credit or other acceptable collateral in an amount as may be required by the Underwriter, subject to the limitations set forth in the Code.

(j) As additional collateral and security for the Bonds, the Borrower has agreed to grant the liens and the security interests pursuant to the Leasehold Deed of Trust and the Security Agreement as set forth in the recitals hereto.

(k) The principal of, premium, if any, and the interest on the Bonds are to be payable solely from the loan payments from the Borrower under the Loan Agreement and the other funds and collateral pledged therefor.

(l) The Bonds will not constitute an indebtedness or obligation as to which the faith and credit of the Issuer, the State, or any other political subdivision of the State are pledged, but are limited obligations of the Issuer, which will be obligated to pay the principal of, premium, if any, or interest on the Bonds only from payments made to the Issuer under the Loan Agreement and other amounts an collateral pledged therefor. The Bonds shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or its taxing power.

(m) Each of the Bond Documents referred to in the recitals to this Bond Ordinance, which are before each of this City Council, is in appropriate form and is an appropriate instrument for the purposes intended and said instruments are in substantially the same form on the date hereof.

ARTICLE II

AUTHORIZATION, ISSUANCE AND APPROVAL OF THE BONDS

Section 2.01. Issuance of Bonds. In order to provide funds to refinance the Project, including, but not limited to, refunding outstanding indebtedness related thereto, net original issue discount, necessary reserves and Bond issuance costs, the Issuer hereby authorizes the issuance of its Student Housing Revenues Bonds (The 50/50 Project) Series 2025 in the aggregate principal amount not to exceed \$38,000,000, with such other designations as may be appropriate. The Bonds will be issuable in one or more series, in fully registered form, without coupons, and in the denomination or denominations set forth in the Indenture. The Bonds shall be in such series, bear such dates and interest rates, mature and be payable at such place and in such form, carry such

registration privileges, be subject to redemption, be executed, be in such form and contain such terms, covenants and conditions, all as set forth in the Indenture, and subject to the parameters set forth in this Bond Ordinance.

Upon issuance, the Bonds will constitute a special limited obligation of the Issuer payable solely from and to the extent of the sources set forth in the Indenture or the Loan Agreement, as applicable, and other moneys or collateral pledged thereto. No provision of this Bond Ordinance or of the Bond Documents, or any other instrument, shall be construed as creating a general obligation of the Issuer, or as incurring or creating a charge upon the general credit or taxing power of the Issuer.

Section 2.02. Sale of the Bonds. The Bonds are hereby authorized to be sold to the Underwriter at the price and on the terms and conditions set forth in the Purchase Contract and subject to the parameters of this Bond Ordinance. Any Authorized Officer (as defined below) is hereby authorized to execute and deliver the Purchase Contract in substantially the form on file with the Issuer, for and on behalf of the Issuer, the execution thereof to constitute conclusive evidence of such Authorized Officer's and the Issuer's approval of any and all changes, modifications, additions and deletions from the form thereof as before the City Council. Such Authorized Officer is authorized to take all action necessary or reasonably required by the Purchase Contract to carry out, give effect to and consummate the transactions as contemplated thereby.

Section 2.03. Public Hearing. At the joint public hearing conducted on the date hereof by the Issuer regarding the proposal of the Issuer to issue the Bonds for the purpose described herein, all interested parties who desired to do so were given the opportunity to express their views orally and in writing for or against the proposed Bonds and the Project. Having considered all oral and written statements which were made or filed for or against the proposed Bonds and the Project, the Mayor and the City Council hereby determine that the proposed issuance by the Issuer of the Bonds and the Project, for the purposes set forth in the Notice of Public Hearing and described in the recitals hereto, is hereby approved in accordance with the public approval requirements of Section 147(f) of the Code.

Issuance of the Bonds is conditioned on the prior approval by an appropriate governmental unit described in Section 147(f)(2)(A)(ii) of the Code having jurisdiction over the area in which the Project is located.

ARTICLE III

AUTHORIZATION TO EXECUTE DOCUMENTS

Section 3.01. Approval and Authorization of Documents. The Indenture, the Loan Agreement, the Tax Agreement and the Purchase Contract, in the forms and content presented to the City Council on this date, be and the same are in all respects hereby approved, authorized and confirmed. The Mayor, the City Administrator or the City Clerk of the Issuer (each, including any person authorized to act on his or her behalf, an "**Authorized Officer**") are each authorized and directed to execute and deliver, for and on behalf of the Issuer, the Indenture, the Loan Agreement, the Tax Agreement and the Purchase Contract in substantially the forms and contents as presented to the City Council on this date, subject to the approval of the City Attorney of the Issuer, but with

such changes, modifications, additions and deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their and the Issuer's approval of any and all changes, modifications, additions and deletions from the forms thereof as before the City Council. From and after the execution and delivery of such documents by an Authorized Officer on behalf of the Issuer, the officers, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such documents as executed. The designated Authorized Officers are hereby authorized and directed to execute by facsimile or manual signature, attested by the facsimile or manual signature of its City Clerk, and either is authorized and directed to deliver the Bonds to the Trustee for authentication and delivery to the Underwriter thereof upon payment of the purchase price therefor.

Section 3.02. Approval and Authorization of Official Statement. The Issuer hereby consents to the lawful use and distribution of the Preliminary Official Statement, in substantially the form on file with the Issuer, with such changes, insertions and omissions therein as may be required in connection with the offering and sale of the Bonds. Each Authorized Officer is hereby authorized to certify on behalf of the Issuer and for and in the name of the Issuer that the Issuer Portion (defined below) of the Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("**Rule 15c2-12**") (except for the omission of certain information as permitted by Rule 15c2-12).

Except for information contained under the captions "THE ISSUER" and "LITIGATION – The Issuer" (or such similar captions) as such captions relate solely to the Issuer in the Preliminary Official Statement and the Official Statement (together, the "**Issuer Portion**"), the Issuer has not and will not confirm, and assumes no responsibility for, the accuracy, sufficiency or fairness of any statements in the Preliminary Official Statement and the Official Statement or any amendment or supplement thereto, or in any reports, financial information, offering or disclosure documents or other information relating to the Project, the Borrower or the history, businesses, properties, organization, management, financial condition, market area or any other matter relating to the Borrower or the Project or otherwise contained in the Preliminary Official Statement and the Official Statement.

The Issuer hereby consents to the lawful use and distribution of copies of said Official Statement, in preliminary and final form, to purchasers of the Bonds.

Section 3.03. Authority to Execute and Deliver Additional Documents. The Authorized Officers and other appropriate Issuer officials are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any and all additional certificates and documents which may be required under or contemplated by the terms of the Bonds Documents and this Bond Ordinance, including Internal Revenue Service Form 8038, and to take other action as may be required or appropriate for the performance of the duties imposed thereby or carry out the purposes and intent of this Bond Ordinance.

ARTICLE IV

SUPPLEMENTAL RESOLUTIONS

The Issuer may, subject to the terms and conditions of the Indenture, pass and execute resolutions supplemental to this Bond Ordinance which shall not be inconsistent with the terms and provisions hereof.

ARTICLE V

MISCELLANEOUS

Section 5.01. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Bond Ordinance or the Bonds is intended or shall be construed to give to any person, other than the Issuer, the Borrower or the Trustee, any legal or equitable right, remedy or claim under or with respect to this Bond Ordinance or any covenants, conditions and provisions herein contained. This Bond Ordinance and all of the covenants, conditions and provisions hereof are intended to be and being for the sole and exclusive benefit of the Issuer, the Borrower and the Trustee as herein provided.

Section 5.02. Severability. If any provision of this Bond Ordinance shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 5.03. Immunity of Officers. No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the Issuer contained in this Bond Ordinance, the Bonds, the Bond Documents or any other document executed in connection therewith against any officer of the Issuer or employee, as such, in his or her individual capacity, past, present or future, of the Issuer, either directly or through the Issuer, whether by virtue of any constitutional provision, statute or rule or law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Bond Ordinance, the Bonds, the Bond Documents and all other documents referred to herein are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any officer of the Issuer, employee as such, past, present or future, of the Issuer, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer, the Trustee, or the bondholder or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the adoption of this Bond Ordinance and the execution of the Bonds, the Bond Documents or any other documents referred to herein and as a condition of, and as a part of the consideration for, the adoption of this Bond Ordinance and the execution of the Bonds, the Bond Documents or any other documents referred to herein, expressly waived and released. The immunity of officers of the Issuer and employees of the Issuer under the provisions contained in this Section 5.03 shall survive the termination of this Bond Ordinance.

Section 5.04. No Pecuniary Interest. Except as otherwise disclosed to the City Council prior to the adoption of this Bond Ordinance, no member or employee of the Issuer has any interest, direct or indirect, in the transactions contemplated by the Issuer herein.

Section 5.05. Designation of Trustee. The Issuer approves the appointment of UMB Bank, National Association, as Trustee for the Bonds.

Section 5.06. Reimbursement of Expenditures Prior to the Issuance of the Bonds. The Issuer hereby authorizes the use of such portion, if any, of the proceeds made available upon issuance of the Bonds to be used for the purpose of reimbursing the Borrower for certain expenditures incurred prior to the issuance of the Bonds. This Section 5.06 constitutes a declaration of official intent and is intended to qualify as a reimbursement declaration and resolution in accordance with Regulation Section 1.150-2 issued pursuant to the Code, permitting proceeds of the Bonds to be used to reimburse the Borrower for expenditures incurred prior to the issuance of the Bonds.

Section 5.07. Post-Issuance Compliance Procedures. In connection with the issuance of the Bonds, the City Council hereby approves and adopts the post-issuance compliance policies and procedures substantially in the form attached hereto as Exhibit A and made a part hereof (the “**Post-Issuance Compliance Policies and Procedures**”) as may be supplemented from time to time as provided in the Post-Issuance Compliance Policies and Procedures. The City Council hereby authorizes and directs the officers and staff members of the Issuer listed in the Post-Issuance Policies and Procedures (each, an “**Authorized Issuer Representative**”) to take such actions as any such Authorized Issuer Representative, after appropriate consultation with Bond Counsel to the Issuer, deems necessary, appropriate or desirable to finalize the Post-Issuance Compliance Policies and Procedures and to effect the implementation thereof.

Section 5.08. Incorporation of the Act. This Bond Ordinance does hereby incorporate by reference, as though fully set out herein, the provisions of the Act.

Section 5.09. Repeal of Inconsistent Resolution. Any resolution of the Issuer, and any part of any resolution, inconsistent with this Bond Ordinance is hereby repealed to the extent of such inconsistency.

Section 5.10. Effective Date. This Ordinance shall take effect and be in full force from and after its passage and publication in pamphlet form as provided by law..

PASSED AND APPROVED this 6th day of October, 2025

ATTEST:

Mayor

City Clerk

**EXHIBIT A
TO
BOND ORDINANCE NO. _____**

**WRITTEN POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES IN
CONNECTION WITH CONDUIT BONDS**

I. Purpose

A. In General. The Internal Revenue Service (the "IRS") has strongly recommended that issuers and conduit borrowers of municipal bonds assist with the efforts to administer the income tax laws by adopting written policies and procedures that are intended to assure that appropriate compliance measures are implemented by such issuers after their bonds have been issued. This document constitutes and is intended to memorialize formally the written post-issuance compliance policies and procedures (the "Issuer's PICPP") that the City of Beatrice, Nebraska (the "Issuer") has previously adopted or followed, or is now adopting, in connection with one or borrowings of proceeds of Tax-Exempt Bonds (as defined herein) issued by the Issuer for the benefit of conduit borrowers.

B. Definitions.

1. "*Authorized Representative*" means the Post-Issuance Compliance Officer of the Issuer designated in II below and any officer or staff of the Issuer designated by the Post-Issuance Compliance Officer to perform any of the functions described in this Issuer's PICPP.
2. "*Bad Use*" means expenditure on projects to be used by other than a qualified governmental or qualified conduit borrower user, a loan to a non-qualified person or use of a bond-financed facility by a non-qualified person. As indicated herein, such use may arise pursuant to a management agreement, research agreement, naming rights agreement or any similar agreement relating to a bond-financed facility.
3. "*Bad Payments*" means any payments derived from Bad Use of bond financed property.
4. "*Bond Counsel*" means any nationally recognized bond counsel engaged at the Conduit Borrower's expense by or on behalf of the Issuer or the Conduit Borrower to review or opine on matters covered by this Issuer's PICPP.
5. "*Conduit Borrower*" means each entity who is a borrower or beneficiary of proceeds of any of the Issuer's Tax-Exempt Bonds.
6. "*Code*" means the Internal Revenue Code of 1986, as amended.
7. "*Governing Body*" means the Mayor and City Council of the Issuer.
8. "*Regulations*" means the Income Tax Regulations promulgated pursuant to the Code.
9. "*Tax Closing Documentation*" means any and all covenants, certificates, instructions and information reporting documentation contained in the closing transcript or record of proceedings for any series of Tax-Exempt Bonds, whether executed in connection with the issuance of any such series of obligations or executed post-closing.

10. “*Tax-Exempt Bonds*” means the one or more series of governmental purpose bonds or other form of tax-exempt obligations that the Issuer has previously issued or may in the future issue for the benefit of conduit borrowers, the interest on which is excludable from gross income of the owners thereof pursuant to Sections 103 and 141-150 of the Code and Regulations.

C. Incorporation of Tax Closing Documentation. This Issuer’s PICPP shall be deemed to include and hereby incorporates all Tax Closing Documentation for each issue of the Issuer’s Tax-Exempt Bonds issued for the benefit of conduit borrowers.

II. Overall Responsibility for Post-Issuance Compliance

A. Assignment of Issuer’s Responsibility to Conduit Borrowers. Oversight responsibility for post-issuance compliance is assigned to the City Administrator of the Issuer. Such officer is hereby designated the Issuer’s Post-Issuance Compliance Officer (the “Issuer’s PICO”). Certain specific compliance responsibilities may be assigned by the Issuer’s PICO to a designated Authorized Representative of the Issuer as deemed necessary by the Issuer’s PICO.

B. Delegation to Conduit Borrowers. The Issuer’s PICO will establish to his or her satisfaction that pursuant to the Tax Closing Documentation for each issue, each Conduit Borrower of proceeds of an issue of Tax-Exempt Bonds will be delegated primary post-issuance compliance responsibilities and that any Issuer expenses relating to the performance post-issuance compliance responsibilities will be paid by the conduit borrower.

C. Consultation with Issuer or Outside Professionals. The Issuer’s PICO and any Authorized Representative may consult with any Bond Counsel or other municipal finance advisors or professionals that they deem appropriate to meet the requirements of this Issuer’s PICPP.

D. IRS Correspondence and Audits. The Issuer’s PICO will consult with the Issuer, Bond Counsel and the conduit borrower immediately upon receipt of any correspondence from, or opening of an examination of any type, with respect to the bonds by the IRS.

E. Periodic Review Requirements. The Issuer’s PICO will review the implementation of this Issuer’s PICPP with the Governing Body at least annually during the term of any Tax-Exempt Bonds.

F. Training Requirements. The Issuer’s PICO will develop a training program that is designed to inform any successor Issuer’s PICO of the requirements of this Issuer’s PICPP and periodically to train all Authorized Representatives of their duties under this Issuer’s PICPP. Such a training program may developed with internal materials or those supplied by Issuer and Bond Counsel and shall include a review of the Code and the IRS’s web site set up for the tax exempt bond community (<http://www.irs.gov/taxexemptbond/index.html?navmenu=menu1>).

G. Revision of Issuer’s PICPP. The Issuer’s PICO will periodically seek the advice of Issuer and Bond Counsel or other municipal finance advisors or professionals that he or she deems appropriate to revise the terms of this Issuer’s PICPP. Such revisions shall be annually approved or ratified by the Governing Body.

NOTICE OF HEARING

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on Monday, October 6, 2025 in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the acquisition of real property from Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, legally described as follows: The North 173 feet of Lots One (1), Two (2), Three (3), and Fourt (4), Wagner's First Addition to the City of Beatrice, Gage County, Nebraska, Parcel ID No: 014745100.

Erin Saathoff, MMC, City Clerk

September 26, 2025

RESOLUTION NUMBER _____

WHEREAS, Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, own certain real property legally described as:

The North 173 feet of Lots One (1), Two (2), Three (3), and Four (4), Wagner's First Addition to the City of Beatrice, Gage County, Nebraska; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are authorized to sign the Contract for Sale of Real Estate and any and all necessary documents to acquire of the above-described real estate from Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, in exchange for Fifteen Thousand Dollars (\$15,000.00). A copy of said Contract for Sale of Real Estate is attached hereto as Exhibit "A" and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract for Sale of Real Estate or the Contract for Sale of Real Estate shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, hereinafter collectively referred to as "Seller", and the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Buyer";

WITNESSETH:

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

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

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

The North 173 feet of Lots One (1), Two (2), Three (3), and Four (4), Wagner's First Addition to the City of Beatrice, Gage County, Nebraska (the "Property").

2. PURCHASE PRICE: The purchase price shall be Fifteen Thousand Dollars (\$15,000.00) being due and payable from Buyer to Seller on the date of closing.

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

4. CROPS: Seller shall be entitled to all crops located on the Property until the date of closing set forth in Section 15 of this Agreement. Seller shall be entitled to all Farm Service Agency (FSA) and government payments for the 2025 crop year. After closing, Buyer shall be entitled to all remaining crops located on the Property.

5. FARM/HAY LEASE: Prior to the date of closing, Seller shall disclose any and all effective farm, hay, or other crop leases Seller affecting the Property, including the names, rights, and contact information of all tenants or parties in possession. Prior to, or on the date of closing, Seller shall assign any and all effective farm, hay, or other crop leases pertaining to the Property to Buyer.

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

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

8. MARKETABLE TITLE: Buyer or Seller may require a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in owner, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the other party at or prior to closing. The cost of said Title Insurance shall be split evenly between Seller and Buyer. Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record.

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

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

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

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

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

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

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

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

(c) to deliver the Deed to the Buyers at time of closing, and if so instructed, file all

documents with the Office of the Register of Deeds.

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

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

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

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

The duties of the Escrow Agent shall be confined to the items specifically provided herein. Should the Escrow Agent become aware of conflicting demands or claims with respect to the Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected thereby, the Escrow Agent shall have the right to discontinue any further acts, until such conflict is resolved, and shall further have the right to commence or defend any action or proceedings for the determination of such conflict.

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

16. CLOSING: The parties shall close this transaction at such time and date as they mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the office of the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 a.m. on or before November 7, 2025. At the time of closing, Seller shall deliver to the Escrow Agent the Deed of Conveyance, Real Estate Transfer Statements and check for the payment of the documentary stamp tax, in exchange of the payment of the purchase price set forth in Paragraph 2, hereof, due from Buyer to Seller at that time.

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

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

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

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

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

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

Gary and Sharon Rupprecht, PO Box 3, Odell, NE 68415.

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

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

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

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


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

Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust, dated July 23, 2008



Gary D. Rupprecht, Trustee/Grantor

Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008



Sharon K. Rupprecht, Trustee/Grantor

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation, Seller

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 8th day of September, 2025, by Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, to be his voluntary act and deed on behalf of said Trust.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

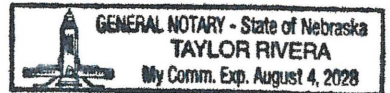


The foregoing Contract for Sale of Real Estate was acknowledged before me this 8th day of September, 2025, by Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust dated July 23, 2008, to be her voluntary act and deed on behalf of said Trust.



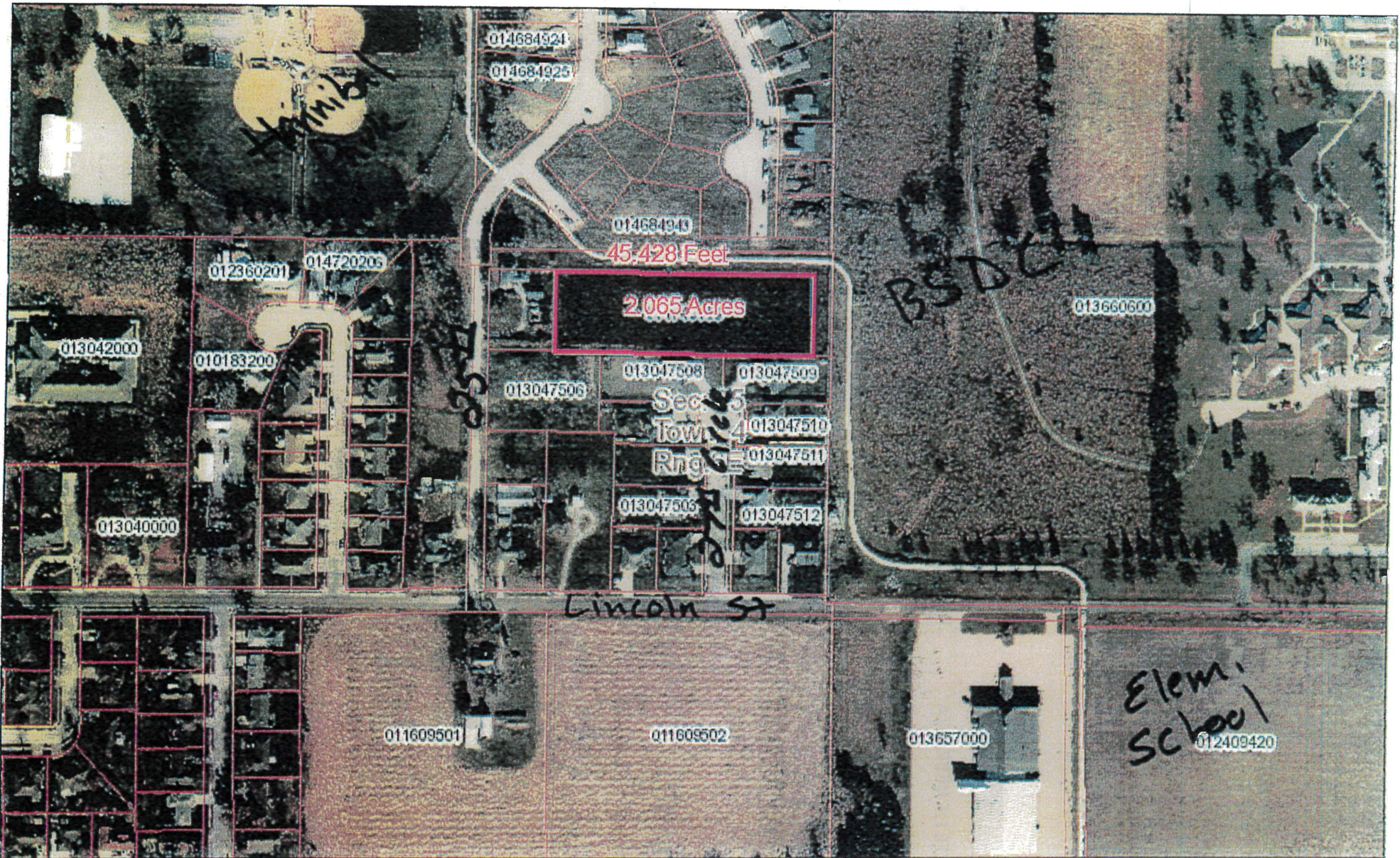
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)



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

Notary Public



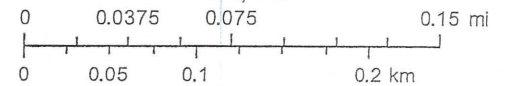
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August 14, 2025
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DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

1:4,452

- Parcels
- Sections



RESOLUTION NUMBER _____

WHEREAS, Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, own certain real property legally described as:

The North 173 feet of Lots One (1), Two (2), Three (3), and Four (4), Wagner's First Addition to the City of Beatrice, Gage County, Nebraska; and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to acquire said property; and

WHEREAS, the Mayor and City Council of the City of Beatrice have held a public hearing pursuant to Neb. Rev. Stat. §18-1755.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are authorized to sign the Contract for Sale of Real Estate and any and all necessary documents to acquire of the above-described real estate from Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, in exchange for Fifteen Thousand Dollars (\$15,000.00). A copy of said Contract for Sale of Real Estate is attached hereto as Exhibit "A" and incorporated by reference. City's receipt of said real estate shall be contingent upon satisfactory completion of the terms set forth in the Contract for Sale of Real Estate or the Contract for Sale of Real Estate shall be null and void.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2025, by and between Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, and Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008, hereinafter collectively referred to as "Seller", and the City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Buyer";

WITNESSETH:

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

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

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

The North 173 feet of Lots One (1), Two (2), Three (3), and Four (4), Wagner's First Addition to the City of Beatrice, Gage County, Nebraska (the "Property").

2. PURCHASE PRICE: The purchase price shall be Fifteen Thousand Dollars (\$15,000.00) being due and payable from Buyer to Seller on the date of closing.

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

4. CROPS: Seller shall be entitled to all crops located on the Property until the date of closing set forth in Section 15 of this Agreement. Seller shall be entitled to all Farm Service Agency (FSA) and government payments for the 2025 crop year. After closing, Buyer shall be entitled to all remaining crops located on the Property.

5. FARM/HAY LEASE: Prior to the date of closing, Seller shall disclose any and all effective farm, hay, or other crop leases Seller affecting the Property, including the names, rights, and contact information of all tenants or parties in possession. Prior to, or on the date of closing, Seller shall assign any and all effective farm, hay, or other crop leases pertaining to the Property to Buyer.

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

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

8. MARKETABLE TITLE: Buyer or Seller may require a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska. This Title Insurance commitment shall reflect insurable title in owner, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the other party at or prior to closing. The cost of said Title Insurance shall be split evenly between Seller and Buyer. Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record.

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

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

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

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

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

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

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

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

(c) to deliver the Deed to the Buyers at time of closing, and if so instructed, file all

documents with the Office of the Register of Deeds.

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

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

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

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

The duties of the Escrow Agent shall be confined to the items specifically provided herein. Should the Escrow Agent become aware of conflicting demands or claims with respect to the Escrow or the rights of any of the parties hereto, or any money or property deposited herein or affected thereby, the Escrow Agent shall have the right to discontinue any further acts, until such conflict is resolved, and shall further have the right to commence or defend any action or proceedings for the determination of such conflict.

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

16. CLOSING: The parties shall close this transaction at such time and date as they mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the office of the City Attorney, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 a.m. on or before November 7, 2025. At the time of closing, Seller shall deliver to the Escrow Agent the Deed of Conveyance, Real Estate Transfer Statements and check for the payment of the documentary stamp tax, in exchange of the payment of the purchase price set forth in Paragraph 2, hereof, due from Buyer to Seller at that time.

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

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

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

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

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

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

Gary and Sharon Rupprecht, PO Box 3, Odell, NE 68415.

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

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

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

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


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

Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust, dated July 23, 2008



Gary D. Rupprecht, Trustee/Grantor

Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust, dated July 23, 2008



Sharon K. Rupprecht, Trustee/Grantor

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation, Seller

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

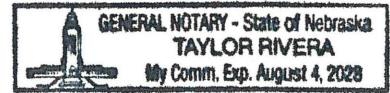
STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 8th day of September, 2025, by Gary D. Rupprecht, Trustee of the Gary D. Rupprecht Revocable Trust dated July 23, 2008, to be his voluntary act and deed on behalf of said Trust.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

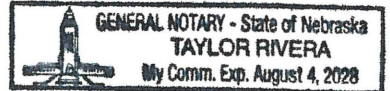


The foregoing Contract for Sale of Real Estate was acknowledged before me this 8th day of September, 2025, by Sharon K. Rupprecht, Trustee of the Sharon K. Rupprecht Revocable Trust dated July 23, 2008, to be her voluntary act and deed on behalf of said Trust.



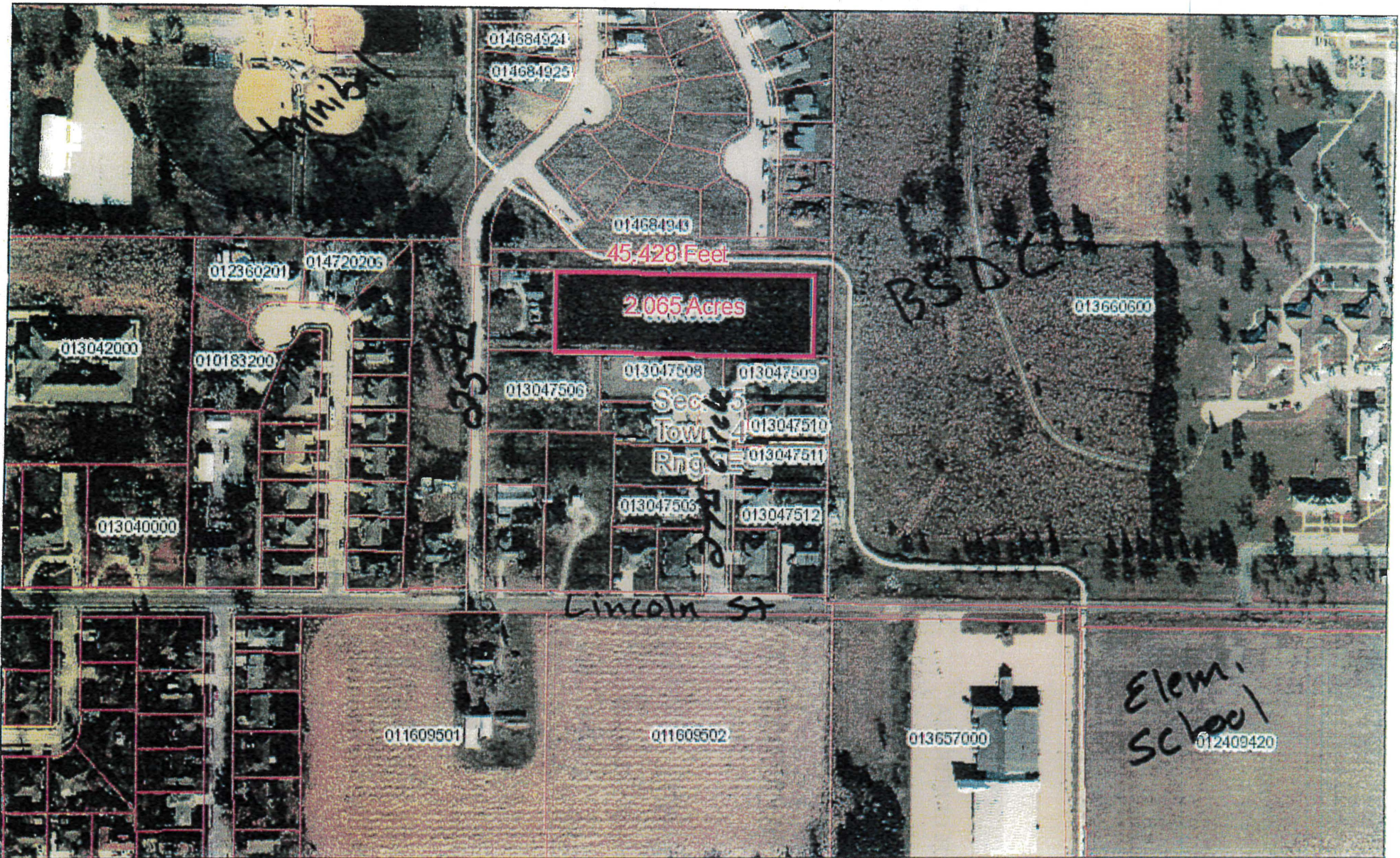
Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)



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

Notary Public

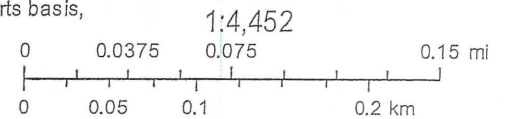


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August 14, 2025
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DISCLAIMER: This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections



RESOLUTION NUMBER _____

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

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

WHEREAS, on March 27, 2025, four (4) bids were received for the Project; and

WHEREAS, Benesch recommended awarding the bid received from Vogts Parga Construction, LLC (“Vogts”) for construction services for the Project; and

WHEREAS, Vogts’ bid was good for ninety (90) days; and

WHEREAS, on or about April 7, 2025, the City accepted Vogts’ bid via Resolution Number 7531, contingent upon a number of factors; and

WHEREAS, due to the expiration of said ninety (90) day holding period, Vogts’ requested a \$277,184.25 cost increase for labor and construction materials for the project;

WHEREAS, the City finds Vogts’ request for a cost increase of \$277,184.25 for this project is not justifiable; and

WHEREAS, the City desires to rebid for construction services for the Project.

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 hereby find Vogts' requested \$277,184.25 cost increase for labor and construction materials for this project is not justifiable.

SECTION 2. That the City reject Vogts' bid.

SECTION 3. That the Mayor and City Clerk are hereby authorized and directed to take all actions necessary to request new bids for the construction services for the Project.

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

RESOLUTION PASSED AND ADOPTED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

ORDINANCE NUMBER 25-___

An ordinance to vacate the following described real property:

Lots Eight (8) and Nine (9), Block Two (2) Nicholas LePoidevin's First Subdivision to the City of Beatrice, Gage County, Nebraska,

and to provide for publication in electronic form and an effective date of this ordinance.

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

SECTION 1. That the following described property, to wit:

Lots Eight (8) and Nine (9), Block Two (2) Nicholas LePoidevin's First Subdivision to the City of Beatrice, Gage County, Nebraska,

be and hereby is vacated.

SECTION 2. That the cost of the vacation of the above-described property, including the recording and publication of this ordinance provided therefore, shall be the cost of the applicants for said vacation.

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

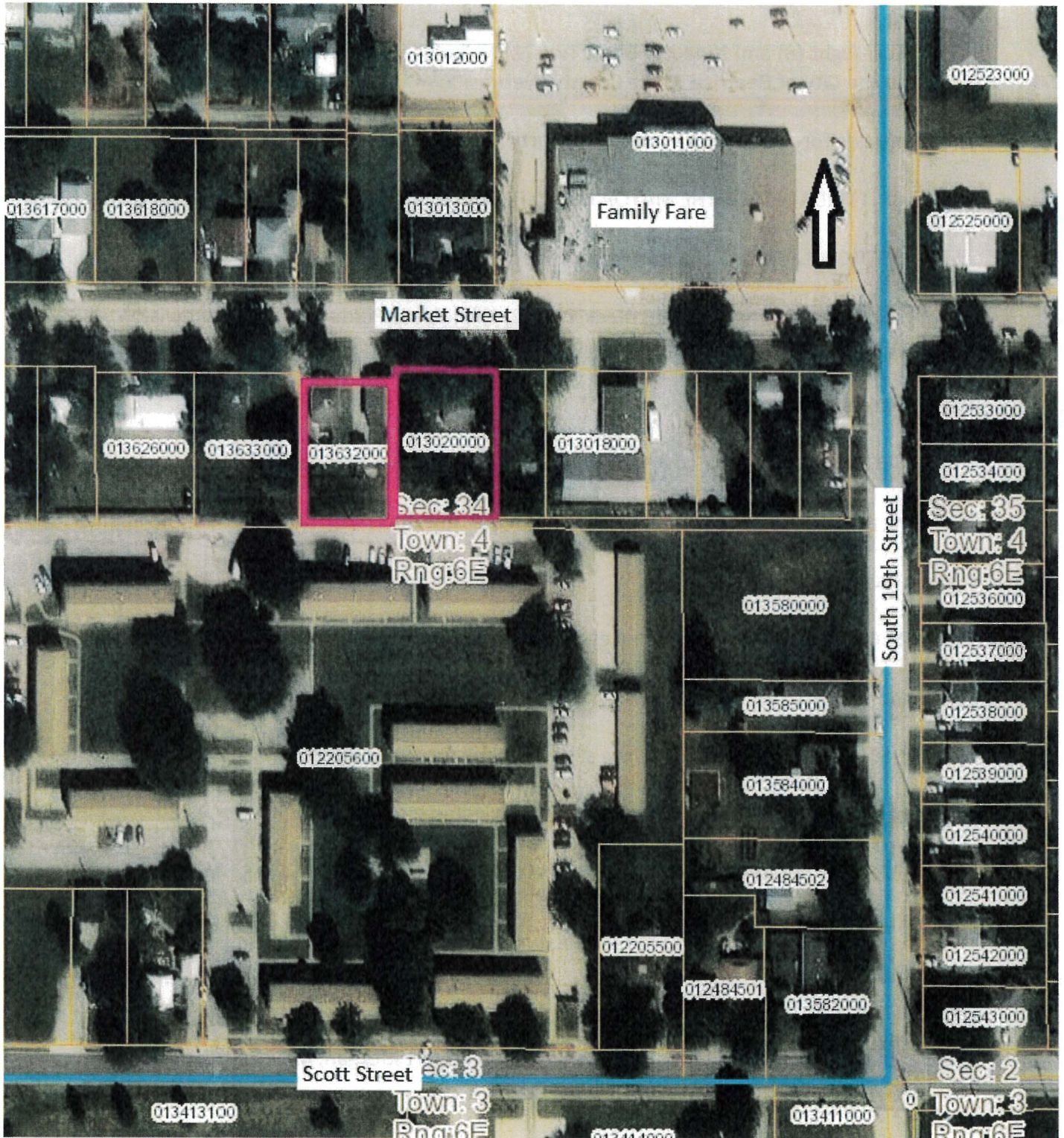
SECTION 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 6th day of October, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



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Attest:

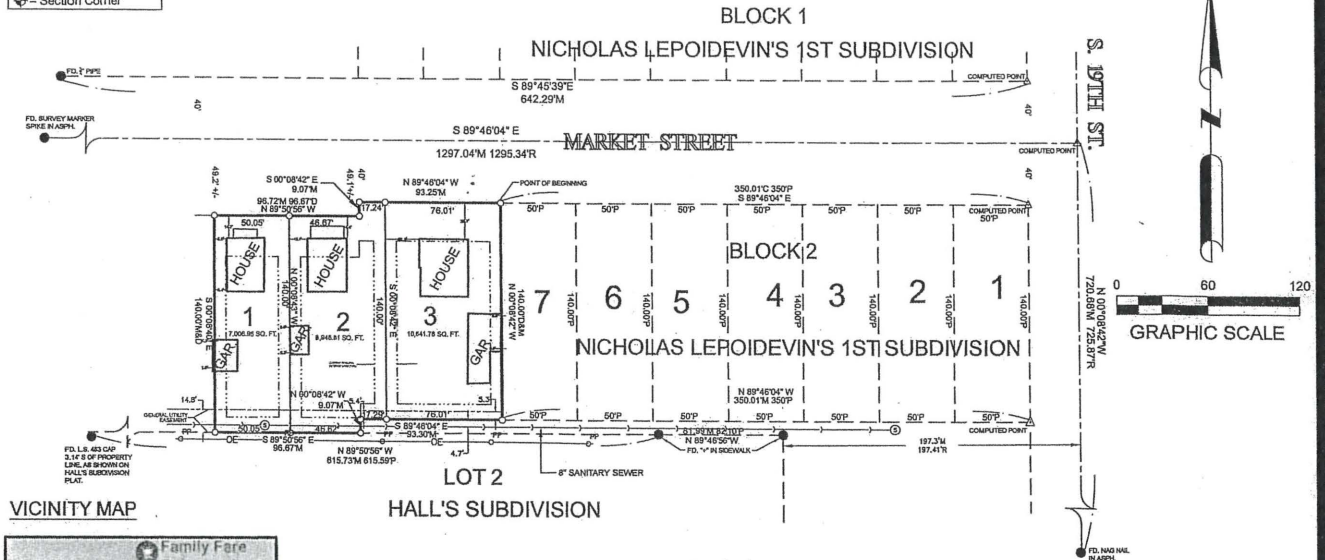
Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

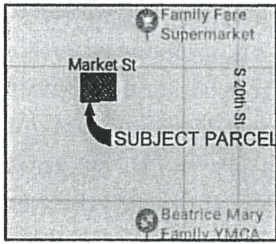
HENHOUSE ADDITION

FINAL PLAT

LEGEND	
M	= Measured
D	= Deeded
R	= Recorded
P	= Platted
⊙	= 5/8" Rebar
⊙	= Set 5/8" Rebar & Cap
⊕	= Section Corner



VICINITY MAP



ZONING
CURRENT ZONING IS R-4
NO CHANGE OF ZONING IS REQUESTED AT THIS TIME.

BUILDING SETBACKS
FRONT = 25'
SIDE = 7.5'
REAR = 10'

DEDICATION

THE FOREGOING PLAT, KNOWN AS HENHOUSE ADDITION, AS DESCRIBED IN THE SURVEYOR'S CERTIFICATE IS MADE WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED, SOLE OWNERS, AND THE EASEMENTS SHOWN THEREON ARE HEREBY GRANTED IN PERPETUITY TO THE CITY OF BEATRICE, ITS SUCCESSORS AND ASSIGNS, TO ALLOW ENTRY FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, REPAIR, OPERATION AND MAINTENANCE OF WIRES, CABLES, CONDUITS, PIPES, POLES, TOWERS, PIPES, AND EQUIPMENT FOR THE DISTRIBUTION OF ELECTRICITY AND GAS; TELEPHONE AND CABLE TELEVISION; WASTEWATER COLLECTORS; STORM DRAINS; WATER MAINS AND ALL APPURTENANCES THERETO, OVER, UPON, OR UNDER THE EASEMENTS AS SHOWN ON THE FOREGOING PLAT.

THE CONSTRUCTION OR LOCATION OF ANY BUILDING OR STRUCTURE, EXCLUDING FENCES, OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON SHALL BE PROHIBITED.

THE CITY OF BEATRICE, NEBRASKA, ITS SUCCESSORS AND ASSIGNS ARE HEREBY HELD HARMLESS FOR THE COST OF REPLACEMENT OR DAMAGE TO ANY IMPROVEMENT OR VEGETATION OVER, UPON, OR UNDER ANY EASEMENT SHOWN THEREON.

THE CONSTRUCTION OR LOCATION OF ANY FENCE OR OTHER IMPROVEMENT WHICH OBSTRUCTS DRAINAGE SHALL BE PROHIBITED OVER, UPON, OR UNDER ANY DRAINAGE EASEMENT SHOWN THEREON SHALL NOT BE PERMITTED.

IN REFERENCE TO THE EXISTING GARAGE EASEMENT ON LOT 1, THE OWNERS ARE AWARE OF THE EXISTING ENCROACHMENT, ONTO THE NEIGHBORING PROPERTY, IN THE EVENT OF THE CONSTRUCTION, RECONSTRUCTION, OR REPLACEMENT OF SAID GARAGE, IT SHALL BE BUILT TO MEET CURRENT ZONING AND SETBACK REGULATIONS AT THE TIME OF REPLACEMENT.

IN REFERENCE TO THE GARAGES ON LOTS 2 AND 3, THESE STRUCTURES ARE NOT IN COMPLIANCE WITH CURRENT ZONING AND SET BACK RULES: SHOULD THE GARAGES EVER NEED TO BE REBUILT, THEY SHALL COMPLY WITH SET BACK RULES AT THE TIME OF CONSTRUCTION, AND CANNOT BE REBUILT IN THE CURRENT LOCATIONS.

LOTS 8 AND 9, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION ARE HEREBY VACATED.

THE GENERAL UTILITY EASEMENT AS SHOWN IS HEREBY DEDICATED TO THE CITY OF BEATRICE.

WITNESS MY HAND:

BY: ERIC WENDELIN
MANAGING MEMBER
HENHOUSE CAPITAL LLC.

THE FOREGOING PLAT TO BE KNOWN AS HENHOUSE ADDITION, A SUBDIVISION OF LOTS 8 AND 9, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION, ALONG WITH A PORTION OF THE SE ¼, ALL LOCATED IN THE SOUTHEAST ¼ OF SECTION 34 T4N R9E OF THE SIXTH P.M., CITY OF BEATRICE, GAGE COUNTY, NEBRASKA.

COMMENCING AT THE NORTHWEST CORNER OF LOT 7, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION, AND THE POINT OF BEGINNING; THENCE NORTH 89°46'04" WEST, ON THE SOUTH LINE OF THE 40' RIGHT OF WAY OF MARKET STREET, A DISTANCE OF 93.25 FEET; THENCE SOUTH 00°08'42" EAST, A DISTANCE OF 8.07 FEET; THENCE NORTH 89°50'38" WEST, A DISTANCE OF 98.72 FEET; THENCE SOUTH 00°08'40" EAST, A DISTANCE OF 140.00 FEET, TO A POINT ON THE NORTH LINE OF LOT 2, HALL'S SUBDIVISION; THENCE SOUTH 89°50'38" EAST, ON THE NORTH LINE OF LOT 2, HALL'S SUBDIVISION, A DISTANCE OF 98.87 FEET; THENCE NORTH 00°08'42" WEST, A DISTANCE ON THE EXTENDED WEST LINE OF LOT 9, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION, A DISTANCE OF 8.07 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 9, BLOCK 2; THENCE SOUTH 89°46'04" EAST, ON THE SOUTH LINE OF LOTS 8 AND 9, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION, A DISTANCE OF 93.20 FEET, TO THE SOUTHWEST CORNER OF LOT 7, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION. THENCE NORTH 00°08'42" WEST, ON THE WEST LINE OF LOT 7, BLOCK 2, NICHOLAS LEPOIDEVIN'S 1ST SUBDIVISION, A DISTANCE OF 140.00 FEET, TO THE POINT OF BEGINNING, AND CONTAINING A CALCULATED AREA OF 29,395.96 SQUARE FEET, OR 0.811 ACRES MORE OR LESS.

PERMANENT MONUMENTS HAVE BEEN PLACED AT EACH OF THE FINAL PLAT CORNERS, THE PERIPHERY OF THE SUBDIVISION, AND ON THE CENTERLINE AT EACH STREET INTERSECTION, AND AT THE POINT OF TANGENCY AND CURVATURE AND THAT 5/8" X 24" CAPPED REBARS HAVE BEEN PLACED AT EACH LOT CORNER, AND BLOCK CORNER UNLESS OTHERWISE SHOWN.

ALL DIMENSIONS ARE CHORD MEASUREMENTS UNLESS OTHERWISE SHOWN, AND ARE IN FEET AND DECIMALS OF A FOOT.

Derek A. Beenblossom
DEREK A. BEENBLOSSOM LS 570

SEPTEMBER 22, 2025
DATE



PLANNING COMMISSION APPROVAL

BY ORDER OF THE PLANNING COMMISSION THE FOREGOING PLAT OF HENHOUSE ADDITION IS HEREBY APPROVED THIS _____ DAY OF _____, 2025

CHAIRPERSON _____

CITY COUNCIL APPROVAL

BY ORDER OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF BEATRICE, THE FOREGOING PLAT OF HENHOUSE ADDITION IS HEREBY APPROVED THIS _____ DAY OF _____, 2025

MAYOR _____

CITY CLERK _____

REGISTER OF DEEDS

THE FOREGOING PLAT WAS FILED FOR RECORD AND ENTERED IN NUMERICAL INDEX ON THE _____ DAY OF _____, 2025 AT _____ O'CLOCK _____ M, AND RECORDED AS INSTRUMENT NO. _____

REGISTER OF DEEDS _____

DEPUTY _____

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
COUNTY OF _____) ss.

ON THIS _____ DAY OF _____, 20____, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME, ERIC WENDELIN, MANAGING MEMBER OF HENHOUSE CAPITAL LLC, (A NEBRASKA LIMITED LIABILITY COMPANY) TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT, AND HEREBY ACKNOWLEDGED THE SAME TO BE HIS VOLUNTARY ACT AND DEED.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES THE _____ DAY OF _____, 20____

CITY ENGINEER APPROVAL

I, JAMES BURROUGHS, CITY ENGINEER, HEREBY APPROVE THIS PLAT.

DATE _____

JAMES BURROUGHS
CITY ENGINEER

