

City of Beatrice, Nebraska
Beatrice Regular City Council Meeting
Monday, January 5, 2026 at 6:00 PM
BPS Administration Building Board Room
320 N 5th Street
Beatrice, NE 68310



Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **MERITORIOUS SERVICE AWARD** – Jeff Creek and Charles Elliott
4. **CONSENT AGENDA**
 - 4.a. Approve agenda as submitted.
 - 4.b. Receive and place on file all notices pertaining to this meeting.
 - 4.c. Receive and place on file all materials having any bearing on this meeting.
 - 4.d. Approval of minutes of regular meeting on December 15, 2025, as on file in the City Clerk's Office.
 - 4.e. Approval of Treasurer's Report of Claims in the amount of \$2,558,562.49.
 - 4.f. Approval of BASWA Report of Claims in the amount of \$105,255.92.
 - 4.g. Approval of BPW Report of Claims in the amount of \$1,599,022.39.
 - 4.h. Approval of Pay Request #5 in the amount of \$109,864.70 to Van Kirk Brothers Contracting for the 2025 Corral Crossing Addition project.
 - 4.i. Approval of Pay Request #4 in the amount of \$46,525.65 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
 - 4.j. Approval of a new keno sales satellite application for The Manes Way, LLC, 2223 Court Street, Beatrice, Nebraska.
 - 4.k. Approval of public funding request from Rotary Club of Beatrice in the amount of \$6,000.00 for the Patriotic Beatrice 4th of July Fireworks event.
 - 4.l. Resolution Number 7692 appointing Craig Zarybnicky to the Beatrice Housing Authority Board.
 - 4.m. Resolution Number 7693 appointing Julie Feist to the Citizens Advisory Review Committee.
 - 4.n. Resolution Number 7694 executing the Donation Agreement between the City and the Beatrice Pickleball Association (Association), regarding the donation from the Association to be used for the construction of a shade structure over the seating area of the pickleball courts located at Chautauqua Park.
 - 4.o. Resolution Number 7695 executing the Donation Agreement between the City and the Beatrice Public Library Foundation, Inc. (Foundation), regarding the donation from the Foundation to be used to reimburse the City for the City's eighty percent (80%) of tuition and book costs for classes and training for Morgan Fox at Emporia State University.
 - 4.p. Resolution Number 7696 executing the Donation Agreement between the City and the Beatrice Girls Softball Association for the expansion of the concession stand at Hannibal Park.

- 4.q. Resolution Number 7697 executing the Agreement for Professional Services retaining JEO to perform MS4 Compliance Assistance Services during FY26.
5. **PUBLIC HEARINGS/BIDS**
 - 5.a. Public Hearing for the purpose of considering adoption of a Workforce Housing Tax Increment Financing Incentive Plan pursuant to Neb. Rev. Stat. § 18-2142.05.
 - 5.b. Public Hearing for the purpose of discussing the draft EPA Brownfields grant application for the clean-up and remediation of the Dempsters Site.
6. **RESOLUTIONS**
 - 6.a. Resolution Number 7698 adopting the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice.
 - 6.b. Resolution Number 7699 executing any and all documents necessary to apply for the 2026 United States Environmental Protection Agency (EPA) Brownfield Grant Program for site cleanup at the Dempster's Site.
 - 6.c. Resolution Number 7700 executing Supplement #1 of the Agreement for Professional Services dated March 3, 2025 to retain JEO to inventory additional trees for the City's tree inventory.
 - 6.d. Resolution Number 7701 executing the Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., for Wellhead Protection Area Amendment support services.
 - 6.e. Resolution Number 7702 entering into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0009-024-2025 for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport.
 - 6.f. Resolution Number 7703 dedicating All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska as a public park to be known as A.J. Stoddard Park.
 - 6.g. Resolution Number 7704 approving the Declarations of Restrictive Covenants for Corral Crossing Addition and Heritage Heights Addition, both Additions to the City of Beatrice, Gage County, Nebraska.
7. **ORDINANCES** - None
8. **PUBLIC FORUM**
9. **DISCUSSIONS/REPORTS** - None
10. **MISCELLANEOUS**
 - 10.a. The next regular City Council meeting is January 19, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.

Re: Meritorious Service Awards

Jason Moore <jmoore@beatrice.ne.gov>

Wed, Dec 24, 2025 at 9:11 AM

To: Amanda Kuhlman <akuhlman@beatrice.ne.gov>, Erin Saathoff <esaathoff@beatrice.ne.gov>

On Friday December 19th at approximately 10:00 am Charles Elliott and Jeff Creek were collecting solid waste near rural Firth when they came across an elderly woman that looked to be in her mid to late 80s on a minimum maintenance road. This woman was outside of her vehicle frantically waving her arms. Charles and Jeff stopped to find out she was shaking uncontrollably and crying because she was lost. She told them that she was trying to get to her friend's house where the two of them were to travel to see her son. After staying with her for a while to calm her down they all agreed she would follow them back to highway 41 where she would go on her way. As she was following Charles and Jeff down the gravel road she took another wrong turn. At this point, Charles and Jeff got back to her and decided that for her safety they would take her to her friend's house. She agreed to allow Jeff to drive her vehicle and Charlie followed with the sanitation truck. Her friend's house was southeast of Beatrice near Rockford. After dropping her off they returned to rural Firth to continue their route. Charles and Jeff went above and beyond to make sure that she was safe and where she needed to be.

Jason Moore
Street Superintendent
Landfill & Sanitation Superintendent
Beatrice Public Works
500 Commerce St.
Beatrice Ne. 68310
Office: (402)-228-5219
Fax: (402) 223-5181
www.beatrice.ne.gov

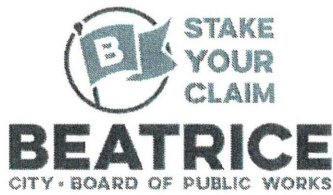


**NOTICE OF MEETING
CITY OF BEATRICE, NEBRASKA**

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

Erin Saathoff, MMC, City Clerk

December 31, 2025



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

DECEMBER 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 December, 2025, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on December 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, 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 minutes of regular meeting on December 1, 2025, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,329,786.04.
- f. Approval of BASWA Report of Claims in the amount of \$682,570.31.
- g. Approval of BPW Report of Claims in the amount of \$742,626.03.
- h. Award of bid for the Armor Coating Various Locations – 2026 project to Sta-Bilt Construction, in the amount of \$33,317.20, as recommended by the Board of Public Works.
- i. Award of bid for the Asphalt Sealing Various Locations - 2026 project to Hall Brothers, in the amount of \$29,007.24, as recommended by the Board of Public Works.
- j. Award of bid for the Stoddard Park Playground Improvements – 2025 to Play-Pro Recreation, LLC, in the amount of \$198,808.00.
- k. Approval of Amendment No. 1 for the Beatrice Municipal Airport Construct T-Hangar/Taxilines, CDS 3-31-0009-024, to reduce Design Phase Services and add Re-Bidding Phase Services.
- l. Approval of Pay Request #11 in the amount of \$229,804.20, to Genesis Contracting Group for the BASWA South MSW Landfill Site Entrance Facility project.

- m. Approval of Change Order #1 decrease in the amount of \$52,937.09 and schedule adjustment for rain days to Pruss Excavation, Co., for the BASWA South MSW Landfill Phase 1S.
- n. Refer claim of Dave Hauptman regarding damages to his personal property to City Attorney and City Insurance carrier for review and disposition.
- o. Resolution Number 7685 granting Joseph Billesbach, and his designees, permission to serve alcoholic beverages upon the City Property located at the West Scott Street Ballfields on Saturday, June 20, 2026 from 4:00 a.m. to 6:00 p.m., as part of the Solstice Gravel Grinder.
- p. Resolution Number 7686 entering into a Letter Agreement for Professional Services with Olsson, Inc., to conduct an inspection of two (2) underground potable water reservoirs owned by the City, as recommended by the Board of Public Works.
- q. Resolution Number 7687 executing an Agreement with AHRS Construction, Inc., and any and all other documents necessary, to retain AHRS Construction, Inc., for construction services to construct a new T-Hangar, upgrade Taxilanes, and reconstruct a hangar approach at the Beatrice Municipal Airport, subject to and contingent upon FAA concurrence in award for said bid and the offer of a federal grant.
- r. Resolution Number 7688 executing the Agreement between the City and Southeast Nebraska Development District (SENDD) to retain SENDD to administrate the Nebraska Department of Economic Development (NDED) Community Development Block Grant (CDBG) Program for the purpose of updating the City's Comprehensive Plan, Contract No. 25PP001.
- s. Resolution Number 7689 appointing Grant Jones to the Beatrice Board of Public Works.

Councilmember Doyle stated he was glad the City was awarded a grant for \$53,000, however, inquired what the City will receive for that dollar amount. Tobias J. Tempelmeyer, City Administrator/General Manager, stated this is to develop a new Comprehensive Plan, as the current plan was last updated in 2001. Tempelmeyer explained the dollar amount came from talking to various firms prior to submitting the grant application. Tempelmeyer noted the City may have to supplement some funding, including the \$75,000 in the budget.

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, Fairbanks, Hydo, McLain, Ruh
 Nay: None

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

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

Mayor Morgan introduced Resolution Number 7690 executing the Second Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Lincoln Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to modify the Effective

Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project.

Moved by McLain, seconded by Barnard, that Resolution Number 7690 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this amendment is for the TIF agreement for the Lincoln Elementary School, or Heritage Heights. Tempelmeyer explained generally there is an interest rate with TIF notes, due to the redeveloper having to borrow money from the bank, however, since the City is its own bank, the interest is being removed, which changed the net TIF amount. Tempelmeyer noted another change being made is to set this TIF note up similar to how Beatrice Commons recently set their project up, with one (1) TIF note and multiple phases that will pay into the one (1) TIF note. Tempelmeyer stated the other change is to change the effective date back to January 1, 2027, as no construction has been done at this time. The total TIF note will be approximately \$1.3 million.

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 7690 – Passed and Adopted – executing the Second Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Lincoln Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project
Incorporated into the Minute Record by Reference

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

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

Moved by McLain, seconded by Barnard, that Resolution Number 7691 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this amendment is similar to the Lincoln Elementary School Site redevelopment, except it is for the Paddock Lane Elementary School Site redevelopment. The total TIF note for this project will be approximately \$1.9 million.

Councilmember Fairbanks complimented Tempelmeyer and the contractor on how rapidly this area was redeveloped.

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 7691 – Passed and Adopted – executing the Second Amendment to the Redevelopment Agreement dated September 20, 2024 for the redevelopment of the Paddock Lane Elementary School Site, between the City and the Community Redevelopment Authority (CRA), to modify the Effective Date of the Redevelopment Project, to modify the amount of the Series A and Series B TIF Notes for the Project, issued on September 20, 2024, and to designate the Project as a layered TIF project
Incorporated into the Minute Record by Reference

ORDINANCES

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

Mayor Morgan introduced an ordinance amending Chapter 27 of the Beatrice City Code regarding stormwater, erosion, and sediment control.

Moved by McLain, seconded by Ruh, that said ordinance be given number 25-39, 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, Fairbanks, Hydo, McLain, Ruh
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-39 by number only the first, second, and third time.

Moved by McLain, seconded by Barnard, that Ordinance Number 25-39 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the proposed changes align the city code regarding stormwater management with the Drainage Criteria Manual previously adopted by this body.

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.

ORDINANCE NUMBER 25-39 – Passed and Approved – amending Chapter 27 of the Beatrice City Code regarding stormwater, erosion, and sediment control

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 7-13 of the Beatrice City Code regarding storm water management

Mayor Morgan introduced an ordinance amending Section 7-13 of the Beatrice City Code regarding storm water management.

Moved by McLain, seconded by Barnard, that said ordinance be given number 25-40, 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, Fairbanks, Hydo, McLain, Ruh
Nay: None

MOTION CARRIED.

Mayor Morgan read Ordinance Number 25-40 by number only the first, second, and third time.

Moved by McLain, seconded by Ruh, that Ordinance Number 25-40 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council Chapter 7 relates to building codes and the proposed change directs builders to the Drainage Criteria Manual, rather than having two (2) locations to update future changes.

Mayor Morgan noted along with these updates to match the Drainage Criteria Manual, the City also has examples of stormwater requirements with the redevelopment of Corral Crossing and Heritage Heights, as well as the installation of the sponge park at the Gage County Foundation Trail Depot, located at 6th and Perkins just north of Dempsters.

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.

ORDINANCE NUMBER 25-40 – Passed and Approved – amending Section 7-13 of the Beatrice City Code regarding storm water management

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 Manager, presented the City Administrator’s Monthly Report to the Council. Tempelmeyer noted the contractor will be making repairs on the center turn lane on the 33rd and Lincoln project over the next few weeks. Work is not to start until after 9:00 a.m. and be completed for the day by 2:00 p.m. so student drop-off and pick-up is not affected. Tempelmeyer noted

these repairs fall under the warrantee and there will be no cost to the City. Tempelmeyer reported due to additional grant funding, the City will be expanding the tree inventory of everything on the right-of-way east of Highway 77. JEO will likely begin this portion in January, documenting the GPS location, types, and species of all trees within the right-of-way. Tempelmeyer reported he recently found out Federal Highway and the Nebraska Department of Transportation (NDOT) have had discussions regarding the CAST initiative. Once the agreement has been received, it will be brought forward to this body. Tempelmeyer noted Burns & McDonnell did a great job planning and overseeing the building of the new landfill, resulting in only one (1) change order for a decrease on the \$6.2 million project.

Councilmember Fairbanks congratulated Talor Rivera, City Attorney, on obtaining a \$10,000 grant from the Royals. Councilmember Fairbanks noted the Community Development Department (CDD) did a much better job this past summer on rectifying nuisance properties, however, there are still several cases outstanding, and he inquired if these will be caught up on. Tempelmeyer noted Rivera has been working with the CDD office to assist with closing the open cases. Councilmember Fairbanks also inquired where the City is comparatively with demolitions this year from last year. Tempelmeyer noted he believes the number of demolitions is down currently, however, it is common to build up a number of houses to be demolished together.

Councilmember Doyle inquired if the Police and Fire Departments are fully staffed and Tempelmeyer stated at this time they are.

EXECUTIVE SESSION

Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 6:21 p.m., for the protection of public interest to discuss real estate.

Mayor Morgan announced that it has been Moved by McLain, seconded by Ruh, that the Beatrice City Council go into closed session at 6:21 p.m., for the protection of public interest to discuss real estate.

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

MOTION CARRIED.

Reconvened at 7:04 p.m.

ADJOURNMENT

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

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 7:04 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*): Arbor Ink, Su, \$199.96; Awe Acquisition, Inc, Se, \$9,815.00; Beatrice Area Solid Waste Agnc, Re, \$57,647.89; Beatrice Community Hospital, Se, \$433.50; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$167.28; Beatrice Lawn Care Inc, Se, \$1,031.25; Beatrice Ready Mixed, Su, \$200.63; Beatrice Senior Center, Re, \$10,000.00; Board Of Public Works, Re, \$9,079.68; Bomgaars Supply Inc, Su, \$76.46; Bound Tree Medical Llc, Su, \$4,222.19; Buchheit, Se, \$1,049.40; Building Tech Inc, Ex, \$10,000.00; Burns And Mcdonnell, Inc, Ex, \$60,917.69; Cardmember Service, Ex, Fe, Se, Su, \$13,380.27; City Motor Supply, Su, \$1,034.20; City Self Insured Health Plan, Re, \$313,600.00; City Treas. Petty Cash, Re, \$188.00; City Treasurer, Re, \$65,464.30; Civicplus Llc, Se, \$997.50; Column Software Pbc, Fe, \$223.12; Cornhusker Press, Su, \$192.50; Cornhusker State Industries, Su, \$3,107.35; Diode Communications, Se, \$524.48; Eakes, Inc, Su, \$1,151.49; Echo Group, Inc, Su, \$395.58; Evident Crime Scene Products, Su, \$72.00; Extreme Motorsports, Su, \$350.00; Fair-Play Scoreboards, Se, \$404.71; Farmers Cooperative, Su, \$6,611.78; Fastenal Company, Su, \$1,213.08; Gage County, Fe, \$3,785.10; Gage County Eqpt Inc, Su, \$2,413.86; Genesis Contracting Group Llc, Ex, \$229,804.20; Ghd Services Inc, Fe, \$6,151.29; Harris Decals Inc, Su, \$50.75; Henrichs, Julia, Re, \$350.00; Heritage Nursery, Su, \$1,031.00; Higgins, Misty, Re, \$225.09; Hometown Leasing, Se, \$791.80; Hometrends Llc, Su, \$4,466.00; Intermedia.Net Inc, Se, \$314.38; J And B Window And Graphics Inc, Se, \$104.00; Jeo Consulting Group Inc, Ex, \$22,213.30; Johnstone Supply, Ex, Su, \$18,598.93; Kiesler Police Supply, Su, \$5,438.95; Klecans Diverse Service Llc, Se, \$187.50; Lammel Plumbing Inc, Su, \$169.05; Lampton Welding Supply Co., Inc, Su, \$1,446.44; Language Line Services, Se, \$85.07; Macqueen Equipment Llc, Su, \$6,597.07; Mead Lumber And Rental-Beatrice, Su, \$613.80; Mes I Acquisition Inc, Ex, Su, \$35,825.00; Midwest Laboratories Inc, Se, \$12,836.38; Moore, Jason, Re, \$244.07; Nebraska Dept. Of Revenue, Fe, \$102.82; Nebraska Salt And Grain, Su, \$4,918.91; Nebraska State Fire Marshall, Fe, \$540.00; Nmc, Inc, Se, Su, \$4,857.35; Norris Public Power District, Se, \$4,324.17; North Central Ambulance Sales, Su, \$137.14; Oakview Veterinary Clinic, Se, Su, \$176.91; One Source Parts, Llc, Su, \$27.65; O'reilly Auto Parts, Su, \$965.94; Pinnacle Bank, Fe, \$561.40; Premier Gmc Beatrice Llc, Se, Su, \$100.24; Priority Printing, Su, \$125.83; Pruss Excavation Co, Ex, \$329,280.33; Reader's Digest, Su, \$25.80; Rescue Source, Su, \$4,620.20; Rewound Power Motors Sls And Svc Inc, Su, \$365.34; Ricoh Usa, Inc, Se, \$98.36; Roehr's Machinery Inc, Su, \$22.48; Rose Equipment Inc, Su, \$834.39; Saathoff Solutions, Se, \$3,130.00; Sack Lumber Company, Su, \$183.11; Sapp Brothers, Su, \$7,951.28; Schuster's Outdoor And Rv Inc, Su, \$270.79; Security Services, Se, \$1,217.00; Sheridan Industries, Se, \$62.00; Sherwin-Williams Co, Su, \$1,456.04; Stalker Radar, Su, \$2,471.00; Sunny Smith, Se, \$720.00; Teleflex Llc, Su, \$1,629.00; Tractor Supply, Su, \$86.43; Tredz Central Llc, Su, \$2,100.00; Truck Center Companies, Su, \$888.90; U.S. Postmaster, Fe, \$198.00; Uline, Su, \$2,751.18; Verizon Wireless, Se, \$197.51; Visa, Su, \$4,261.72; Vogts Parga Construction Llc, Ex, \$693,356.70; Walker Uniform Rental, Su, \$111.14; Westlake Ace Hardware, Su, \$303.15; Windstream, Se, \$1,123.48; Witmer Public Safety Group, Inc, Su, \$2,215.04; Ymca, Re, \$1,009.23; Zoellner Ford-Lincoln Of Beatrice, Se, Su, \$84.07

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Altec Industries, Inc., Se, Su, \$1,869.73; Apx Inc, Se, \$86.96; Baswa, Fe, \$11,182.68; Beatrice Iron And Metal, Su, \$204.80; Beatrice Ready Mixed, Su, \$1,965.79; Blackburn Manufacturing, Su, \$125.62; Blue Valley Door Co., Inc., Su, \$58.03; Bomgaars Supply Inc, Su, \$301.24; Border States Industries, Inc, Su, \$23,803.76; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$7,806.00; Bpw - Utilities, Se, \$26,251.29; Cintas Loc 749, Se, \$74.20; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$55.95; City Treasurer, Re, \$241,516.97; Column Software Pbc, Se, \$13.59; Dave Hochstetler Sr., Re, \$2,158.44; Dawgs Sports Specialties, Su, \$202.80; Dutton-Lainson Co, Su, \$322.50; Echo Group, Inc., Su, \$2,836.54; Employee Benefit Account, Re, \$106,400.00; Farmers Cooperative, Su, \$714.63; Ge Software Inc, Se, \$80.00; General Traffic Controls, Inc., Su, \$2,227.00; Grainger, Su, \$117.01; Harms Farms Trucking Inc, Se, Su, \$150.00; Hdr Engineering Inc, Se, \$27,217.44; Husker Electric Supply, Su, \$3,603.94; Hydro Optimization And Automat, Inc, Se, Su, \$634.25; Jci Industries, Inc, Su, \$2,311.25; Lammel Plumbing, Inc., Se, Su, \$33,651.85; Lampton Welding Supply, Su, \$291.70;

Landis And Gyr Technology, Inc., Se, \$4,414.70; Lincoln Winwater Works, Su, \$5,165.38; Macqueen Equipment Llc, Su, \$403.00; Mead Lumber Company, Su, \$2,446.87; Midwest Laboratories, Inc., Se, \$1,076.30; Nebraska Public Power District, Se, \$22,556.48; Norris Public Power District, Se, \$3,853.07; One Call Concepts, Inc., Se, \$115.42; O'reilly Automotive, Inc., Su, \$303.80; Pinnacle Bank, Fe, \$91.90; Powertech Llc, Se, \$723.00; Railroad Management Co. Iii, Llc, Fe, \$917.52; Rural Electric Supply Cooperative, Su, \$89,692.63; Sapp Bros. Petroleum, Inc., Su, \$4,434.93; Schoen's Roofing Llc, Se, \$4,899.95; Sunbelt Solomon Services, Llc, Su, \$843.84; Surnali Llc, Se, \$130.00; Tractor Supply Company, Su, \$49.42; Tyndale Company, Inc., Su, \$2,442.20; Us Postmaster, Su, \$3,136.28; Usa Bluebook, Su, \$500.70; Visa, Su, Se, Fe, \$4,468.06; Wesco Distributing, Inc., Su, \$14,159.69; Westlake Hardware, Inc., Su, \$600.93

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND					
1260	BLUE CROSS BLUE SHIELD	REFUND 25-2061A	Refund Call 25-2061A	12/22/2025	770.55
12604	MOLINA HEALTHCARE OF NEBRASKA	REFUND 25-1840	Refund Call #25-1840	12/09/2025	628.54
Total :					1,399.09
ADMINISTRATION					
12687	BRELAND, EMMA	RESTITUTION	Restitution f/tire	12/19/2025	297.24
2080	CITY TREASURER	W-O MOWING-DEC25	AR 1340 - write-off mowing - send to CA	12/09/2025	194.74
3013	Colleen's Catering LLC	6310A	Deposit - 2026 Employee Recognition Dinner	12/24/2025	500.00
12490	COLUMN SOFTWARE PBC	7FF24556-0589	Notice of Mtg - 12/15/25	11/21/2025	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0590	Notice of P&Z Mtg - 12/15/25	11/21/2025	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0595	Ord 25-38	11/26/2025	105.83
12490	COLUMN SOFTWARE PBC	7FF24556-0597	Notice of Public Hearing - Workforce Housing TIF Pla	12/12/2025	28.66
12490	COLUMN SOFTWARE PBC	7FF24556-0598	Ord 25-39	12/15/2025	18.12
12490	COLUMN SOFTWARE PBC	7FF24556-0599	Ord 25-40	12/15/2025	17.56
12490	COLUMN SOFTWARE PBC	7FF24556-0602	Notice of Public Hearing - Dempsters EPA Grant Appl	12/19/2025	18.12
2690	DAWGS SPORTS SPECIALTIES	11027	City logo clothing - Boller	12/12/2025	100.00
3680	GAGE COUNTY REGISTER OF DEEDS	12022025	Dor Lange Enterprises LLC	12/02/2025	16.00
3680	GAGE COUNTY REGISTER OF DEEDS	12052025	Wty Armstrong Rentals LLC	12/05/2025	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	12082025	Agmt Kinney Holdings	12/08/2025	28.00
3680	GAGE COUNTY REGISTER OF DEEDS	12182025	Wty Leseberg Properties/City of Beatrice	12/18/2025	10.00
11467	Gage County Sheriff	JUNE 2025	Execution f/CI25-157	10/01/2025	6.73
12683	LESEBERG PROPERTIES	SALE OF REAL ESTATE-	Sale of Real Estate - L1, 2, 3, 10, 11, 12, B44 Wittenb	12/18/2025	18,000.00
12683	LESEBERG PROPERTIES	SALE OF REAL ESTATE-	Buyer's expenses and credits	12/18/2025	92.75-
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2026-01	Federal Funding Opportunities - Monthly Services - J	12/15/2025	8,000.00
6600	NEBRASKA TITLE COMPANY	0333979	Owner's Policy - 1123 S 6th Street	12/12/2025	171.00
6600	NEBRASKA TITLE COMPANY	0333980	Owner's Policy - Wittenbergs Addition, Block 44, Lot 3	12/12/2025	195.50
11311	Paymentech	5707000-NOV25	Monthly CC Fees - City	11/30/2025	469.87
1088	Saathoff, Erin	REIMB MILEAGE 1211202	Reimb. Mil. - SEACA Mtg in Bellevue	12/15/2025	128.80
12116	SESAC	10874871	Music Performance License f/ Municipalities	01/01/2026	641.00
11644	Sparq Data	S-4068	Sparq Meetings Subscription - April 2026 - Septembe	12/12/2025	2,125.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	1,893.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26-crime	12/12/2025	274.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	10,827.00
12005	TriZetto Provider Solutions	4G14122500	Electronic Claims - 168 - November 2025	12/01/2025	103.82
11312	Xpress Bill Pay	INV-XPR030010	Monthly CC Fees - City	11/30/2025	256.38
Total ADMINISTRATION:					44,362.31
COMMUNITY DEVELOPMENT					
1350	BOARD OF PUBLIC WORKS	1417.40-CD-NOV25	31.69 gal Unleaded @ 2.516	12/01/2025	79.73
2690	DAWGS SPORTS SPECIALTIES	11027	City logo clothing - Podany	12/12/2025	100.00
12640	PODANY, NICHOLAS	ED ASSIST - FALL 2025	Ed. Assistance - Fall 2025	12/15/2025	661.35
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	1,449.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	5,231.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	2,308.00
Total COMMUNITY DEVELOPMENT:					9,829.08
POLICE ADMINISTRATION					
1440	BRAGG, ROBERT	913232	Animal Control Services	12/22/2025	6,000.00
7480	POLICE CHIEFS ASSOCIATION	2026 MEMBERSHIP DUE	Renew Membership - Murphy	12/24/2025	200.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	2,244.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	2,165.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total POLICE ADMINISTRATION:					10,609.00
POLICE VAC					
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	146.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	626.00
Total POLICE VAC:					772.00
POLICE COMMUNICATIONS					
12445	Centurylink Communications LLC	760645904	911 phones - Nov 16-Dec 15 2025	11/16/2025	1,126.34
12445	Centurylink Communications LLC	760645904	Mech Vesta Bundle Oct 16-Nov 15 2025 - Auburn	11/16/2025	2,253.06
11267	DAS STATE ACCTG-CENTRAL FINANC	1505165	TELETYPE- November 2025	12/10/2025	45.00
2620	FIRST WIRELESS INC.	132265	Service contract annual maintenance	12/31/2025	874.53
2620	FIRST WIRELESS INC.	132267	Tower Rental	12/31/2025	165.00
3025	Language Line Services	11777397	Interpretation access line - November 2025	11/30/2025	2.36
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	460.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	1,868.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	9,055.00
Total POLICE COMMUNICATIONS:					15,849.29
POLICE PATROL					
11879	Axon Enterprise, Inc.	INUS401089	10) Taser 10 - Year 2 Payment	12/01/2025	7,419.50
890	BEATRICE COMMUNITY HOSPITAL	9159261255	New hire exam - Stankowski	12/18/2025	272.00
1350	BOARD OF PUBLIC WORKS	1417.20-PD-NOV25	838.53 gal Unleaded @ 2.466	12/01/2025	2,067.81
1350	BOARD OF PUBLIC WORKS	1417.20-PD-NOV25	276.85 gal Unleaded @ 2.426	12/01/2025	671.64
12667	CARASOFT TECHNOLOGY CORPOR	IN2142931	Registration f/Cellebrite Certified Operator - Parde	11/25/2025	4,559.51
12566	DATASHIELD CORPORATION	0180807	Shredding Service - PD - December 2025	12/12/2025	54.53
12514	FCW, LLC	3970	2) Anderson M4 rifle mid-length	11/06/2025	1,560.00
12514	FCW, LLC	3970	2) Anderson M4 rifle rifle-length	11/06/2025	1,600.00
12514	FCW, LLC	3970	4) Holosun ARO-EVO-GR2 Green dot Sight	11/06/2025	980.00
3720	GALLS LLC	033287386	1) uniform boot	11/27/2025	188.96
3720	GALLS LLC	033287386	Shipping	11/27/2025	12.02
3720	GALLS LLC	033339067	3) armorskin base shirt, short sleeve	12/02/2025	165.33
3720	GALLS LLC	033339067	6) emblem app fee	12/02/2025	17.94
3720	GALLS LLC	033339067	6) sholder tab	12/02/2025	14.04
3720	GALLS LLC	033339067	Shipping	12/02/2025	15.16
3720	GALLS LLC	033381224	1) uniform shirt	12/05/2025	65.55
3720	GALLS LLC	033381224	2) emblem app fee	12/05/2025	5.98
3720	GALLS LLC	033381224	2) shoulder tab	12/05/2025	4.68
3720	GALLS LLC	033381224	Shipping	12/05/2025	4.76
3720	GALLS LLC	033418689	1) uniform boot	12/09/2025	184.46
3720	GALLS LLC	033418689	Shipping	12/09/2025	11.61
3720	GALLS LLC	033431331	1) armorskin base shirt, long sleeve	12/10/2025	61.47
3720	GALLS LLC	033431331	2) emblem app fee	12/10/2025	5.98
3720	GALLS LLC	033431331	2) shoulder tab	12/10/2025	4.68
3720	GALLS LLC	033431331	Shipping	12/10/2025	4.50
3720	GALLS LLC	033443979	2) armorskin base shirt, long sleeve	12/11/2025	122.94
3720	GALLS LLC	033443979	4) emblem app fee	12/11/2025	11.96
3720	GALLS LLC	033443979	4) shoulder tab	12/11/2025	9.36
3720	GALLS LLC	033443979	Shipping	12/11/2025	9.05
3720	GALLS LLC	033443992	2) uniform pant	12/11/2025	113.80
3720	GALLS LLC	033443992	Shipping	12/11/2025	7.16
3720	GALLS LLC	033457374	2) uniform pant	12/12/2025	113.80
3720	GALLS LLC	033457374	Shipping	12/12/2025	9.75
3720	GALLS LLC	033522052	1) uniform pant	12/18/2025	85.28

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3720	GALLS LLC	033522052	Shipping	12/18/2025	6.52
12221	GB Auto Service Inc	511713650	Labor - R&R 4) tire	12/11/2025	95.96
12221	GB Auto Service Inc	511713650	Labor - alignment	12/11/2025	129.99
12221	GB Auto Service Inc	511713650	Supplies - 4) tire	12/11/2025	1,079.12
12003	Oakview Veterinary Clinic	160951	2) Sensitive Stomach & Skin K-9 f/Thomas	12/09/2025	130.74
12003	Oakview Veterinary Clinic	160952	Shot f/Thomas	12/09/2025	20.00
7590	PRECISION AUTO TUNE INC.	2343	Labor - R&R hood cable f/20 Tahoe	11/06/2025	62.90
7590	PRECISION AUTO TUNE INC.	2343	Supplies - hood cable f/20 Tahoe	11/06/2025	96.99
7590	PRECISION AUTO TUNE INC.	2343	Labor - R&R windshield washer hose f/20 Tahoe	11/06/2025	83.87
7590	PRECISION AUTO TUNE INC.	2343	Supplies - windshield washer pump, 2) hose f/20 Tah	11/06/2025	111.82
7590	PRECISION AUTO TUNE INC.	2343	Labor - R&R alternator f/20 Tahoe	11/06/2025	83.87
7590	PRECISION AUTO TUNE INC.	2343	Supplies - alternator f/20 Tahoe	11/06/2025	762.67
7590	PRECISION AUTO TUNE INC.	2343	Shop supplies f/20 Tahoe	11/06/2025	60.53
7590	PRECISION AUTO TUNE INC.	2438	Labor - R&R blower motor f/16 Interceptor	12/02/2025	67.09
7590	PRECISION AUTO TUNE INC.	2438	Shop supplies f/16 Interceptor	12/02/2025	7.05
7590	PRECISION AUTO TUNE INC.	2479	Labor - LOF f/23 Interceptor	12/11/2025	12.00
7590	PRECISION AUTO TUNE INC.	2479	Supplies - 6) oil f/23 Interceptor	12/11/2025	21.54
7590	PRECISION AUTO TUNE INC.	2479	Shop supplies f/23 Interceptor	12/11/2025	5.66
7590	PRECISION AUTO TUNE INC.	2479	Labor - test battery f/23 Interceptor	12/11/2025	41.94
7590	PRECISION AUTO TUNE INC.	2487	Labor - LOF f/22 Interceptor	12/12/2025	12.00
7590	PRECISION AUTO TUNE INC.	2487	Supplies - 6) oil f/22 Interceptor	12/12/2025	21.54
7590	PRECISION AUTO TUNE INC.	2487	Shop supplies f/22 Interceptor	12/12/2025	3.52
7590	PRECISION AUTO TUNE INC.	2488	Labor - R&R spark plug f/22 Interceptor	12/12/2025	301.93
7590	PRECISION AUTO TUNE INC.	2488	Supplies - spark plug, gasket set f/22 Interceptor	12/12/2025	109.73
7590	PRECISION AUTO TUNE INC.	2488	Labor - LOF f/22 Interceptor	12/12/2025	12.00
7590	PRECISION AUTO TUNE INC.	2488	Supplies - 6) oil f/22 Interceptor	12/12/2025	29.64
7590	PRECISION AUTO TUNE INC.	2488	Labor - R&R water pump f/22 Interceptor	12/12/2025	218.06
7590	PRECISION AUTO TUNE INC.	2488	Supplies - water pump f/22 Interceptor	12/12/2025	515.47
7590	PRECISION AUTO TUNE INC.	2488	Shop supplies f/22 Interceptor	12/12/2025	60.30
12686	SANDRA SCHATZ, PhD, LLC	0001	New hire Psych Exam - Stankoski	11/04/2025	465.00
12120	The Emblem Authority	44933	50) shoulder patch	12/03/2025	416.00
1008	TRANSUNION RISK AND ALTERNATIV	41141-NOV25	Records Search - November	12/01/2025	100.00
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	16,070.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	83,868.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26 - Police	12/12/2025	51,300.00
Total POLICE PATROL:					176,818.66
FIRE ADMINISTRATION					
12095	Bomgaars Supply Inc	534637	3) 15-lb propane	12/19/2025	59.97
12566	DATASHIELD CORPORATION	0180806	Shredding Service - Fire - December 2025	12/12/2025	54.53
3150	EXTREME MOTORSPORTS	12022025	50) patch stickers	12/02/2025	100.00
12029	Lighthouse Uniform Co	A-330605	Shipping	12/19/2025	23.15
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	11,384.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	1,913.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	Shipping	12/11/2025	79.95
12465	WITMER PUBLIC SAFETY GROUP, INC	INV801999	Shipping	12/16/2025	17.69
12465	WITMER PUBLIC SAFETY GROUP, INC	INV802146	Shipping	12/17/2025	18.68
Total FIRE ADMINISTRATION:					13,650.97
FIRE SUPPRESSION					
890	BEATRICE COMMUNITY HOSPITAL	330152672900	New hire pulmonary function - Carnahan	12/23/2025	423.00
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	120.766 gal Diesel @ 2.675	12/01/2025	323.05
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	87.723 gal Unleaded @ 2.516	12/01/2025	220.71
3240	FASTENAL COMPANY	179835	2) 12-pk lithium battery	12/15/2025	82.62
12029	Lighthouse Uniform Co	A-330605	Captain Class A; chin strap, cap, sleeve braid, years	12/19/2025	56.75

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12029	Lighthouse Uniform Co	A-330605	Captain Class A; dress pant	12/19/2025	114.95
11867	MacQueen Equipment LLC	P59097	1) cairns helmet, red	12/05/2025	487.00
11867	MacQueen Equipment LLC	P59097	Shipping	12/05/2025	14.81
6430	NMC, INC	INV753697	Labor - Preventative maintenance f/generator	12/19/2025	1,910.00
12657	SUMMIT FIRE PROTECTION CO	3707690	Labor - 13) Fire Extinguisher Inspection	12/09/2025	91.00
12657	SUMMIT FIRE PROTECTION CO	3707690	Labor - 13) SCBA Inspection	12/09/2025	468.00
12657	SUMMIT FIRE PROTECTION CO	3707690	12) SCBA o-ring	12/09/2025	120.00
12657	SUMMIT FIRE PROTECTION CO	3707690	2) DOT compliance	12/09/2025	8.00
12432	The Overhead Door Co of Lincoln Inc	53317	Labor - maintenance f/door	12/15/2025	125.00
12432	The Overhead Door Co of Lincoln Inc	53317	Trip Charge	12/15/2025	90.00
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	10,821.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	104,684.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	14,657.00
12671	URGENT CARE CLINIC OF LINCOLN	424449	New Hire Physical f/Koster	11/12/2025	410.00
9730	WALKER UNIFORM RENTAL	1444592	Shop towel service	12/11/2025	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV792599	5) EMS pant	12/03/2025	375.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798070	3) EMS pant	12/11/2025	225.00
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	1) uniform jacket	12/11/2025	161.78
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	4) uniform glove	12/11/2025	119.96
12465	WITMER PUBLIC SAFETY GROUP, INC	INV801999	1) uniform shirt	12/16/2025	27.54
12465	WITMER PUBLIC SAFETY GROUP, INC	INV802146	300' tubular webbing	12/17/2025	129.99
Total FIRE SUPPRESSION:					136,172.86

FIRE AMBULANCE

1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	317.674 gal Diesel @ 2.675	12/01/2025	849.77
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	44.36 gal Diesel @ 2.75	12/01/2025	121.99
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	91.727 gal Unleaded @ 2.516	12/01/2025	230.79
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-NOV25	372.47 gal Unleaded @ 2.466	12/01/2025	918.51
1420	BOUND TREE MEDICAL LLC	86019851	1) IV catheter, 18ga	12/08/2025	598.00
1420	BOUND TREE MEDICAL LLC	86019851	1) IV catheter, 20ga	12/08/2025	532.00
1420	BOUND TREE MEDICAL LLC	86019851	1) IV catheter, 24ga	12/08/2025	149.50
1420	BOUND TREE MEDICAL LLC	86019851	6) sodium chloride	12/08/2025	288.00
1420	BOUND TREE MEDICAL LLC	86019851	6) bandage	12/08/2025	16.74
1420	BOUND TREE MEDICAL LLC	86019851	2) glove, lg	12/08/2025	345.80
1420	BOUND TREE MEDICAL LLC	86019851	2) glove, xlg	12/08/2025	231.80
1420	BOUND TREE MEDICAL LLC	86019851	2) glove, med	12/08/2025	325.80
1420	BOUND TREE MEDICAL LLC	86019851	6) gauze	12/08/2025	255.54
1420	BOUND TREE MEDICAL LLC	86019851	3) IV start kit	12/08/2025	448.50
1420	BOUND TREE MEDICAL LLC	86019851	3) IV extension	12/08/2025	208.50
1420	BOUND TREE MEDICAL LLC	86019851	3) normal saline	12/08/2025	372.60
1420	BOUND TREE MEDICAL LLC	86026198	2) replacement battery f/S-Scort	12/12/2025	213.98
1420	BOUND TREE MEDICAL LLC	86026198	1) snap-lok w/tamper evident seal, red	12/12/2025	54.99
1420	BOUND TREE MEDICAL LLC	86026198	2) infusion pump cradle	12/12/2025	431.98
1420	BOUND TREE MEDICAL LLC	86026198	1) replacement battery f/IV pump	12/12/2025	189.99
1420	BOUND TREE MEDICAL LLC	86029565	2) epinephrine	12/16/2025	381.98
1420	BOUND TREE MEDICAL LLC	86029565	1) sodium bicarbonate	12/16/2025	309.99
1420	BOUND TREE MEDICAL LLC	86029565	1) adenosine	12/16/2025	42.79
1420	BOUND TREE MEDICAL LLC	86029565	1) norepinephrine	12/16/2025	140.99
1420	BOUND TREE MEDICAL LLC	86029565	20) sodium chloride	12/16/2025	101.80
1420	BOUND TREE MEDICAL LLC	86031225	2) fentanyl	12/17/2025	139.96
1420	BOUND TREE MEDICAL LLC	86031225	1) morphine	12/17/2025	121.99
1420	BOUND TREE MEDICAL LLC	86031225	misc	12/17/2025	11.95
8450	JEREMY SEGGERMAN	ED. ASSISTANCE - FALL 2	Educational Assistance - Fall 2025 Semester	12/24/2025	908.51
5110	LAMPTON WELDING SUPPLY Co., INC	0020306286	Medical Oxygen	12/18/2025	457.84
7060	O'REILLY AUTO PARTS	0749-118616	2) valve ext f/M3	12/08/2025	203.92
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	13,774.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	45,094.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	8,733.00
12412	Twin Rivers Ford Inc	12982	Labor - R&R transmission fluid f/M2	11/18/2025	472.50
12412	Twin Rivers Ford Inc	12982	Supplies - transmission filter f/M2	11/18/2025	118.18
12412	Twin Rivers Ford Inc	12982	Supplies - oil f/M2	11/18/2025	72.40
12412	Twin Rivers Ford Inc	12982	Labor - R&R fuel filters, wiring connector f/M2	11/18/2025	151.20
12412	Twin Rivers Ford Inc	12982	Supplies - fuel filter, fuel sensor f/M2	11/18/2025	243.35
12412	Twin Rivers Ford Inc	12982	Supplies - wiring connector f/M2	11/18/2025	70.91
12412	Twin Rivers Ford Inc	12982	Shop Supplies	11/18/2025	27.00
12412	Twin Rivers Ford Inc	12995	Labor - R&R transmission fluid f/M3	11/18/2025	253.50
12412	Twin Rivers Ford Inc	12995	Supplies - transmission filter f/M3	11/18/2025	81.45
12412	Twin Rivers Ford Inc	12995	Supplies - oil f/M3	11/18/2025	80.01
12412	Twin Rivers Ford Inc	12995	Shop Supplies	11/18/2025	27.00
Total FIRE AMBULANCE:					78,805.00
PUBLIC PROPERTIES					
920	BEATRICE FIRE PROTECTION LLC	4975	Labor - Fire Extinguisher Inspection f/aud, pd, lib, city	12/08/2025	267.75
920	BEATRICE FIRE PROTECTION LLC	4975	Supplies - Fire Extinguisher Inspection f/aud, pd, lib,	12/08/2025	1,166.62
980	BEATRICE IRON AND METAL CO	111168	2) seafoam, 6) flap disc	12/30/2025	79.48
870	Beatrice Ready Mixed	1B 52640	4.42 tn) clean rock f/dog run driveway	12/17/2025	172.38
11281	Black Hills Energy	0420672199-DEC25	Gas Service - Probation - December 2025	12/12/2025	306.58
11281	Black Hills Energy	3806703634-DEC25	Gas Service - Police Dept - December 2025	12/12/2025	249.85
11281	Black Hills Energy	3806703634-DEC25	Gas Service - Fire Dept - December 2025	12/12/2025	946.94
11281	Black Hills Energy	4584289228-DEC25	Gas Service - 201 Cedar - December 2025	12/12/2025	628.98
12214	Cary's Cleaning	6612	Office cleaning - December 2025 f/Library	12/26/2025	2,200.00
12214	Cary's Cleaning	6613	Office cleaning - December 2025 f/FD	12/26/2025	1,496.00
12214	Cary's Cleaning	6616	Office cleaning - December 2025 f/PD	12/26/2025	1,716.00
2010	CITY MOTOR SUPPLY	913957	2) gear oil	12/10/2025	10.78
2010	CITY MOTOR SUPPLY	914062	8) air filter	12/16/2025	199.20
2010	CITY MOTOR SUPPLY	914097	3) bulb f/trailer	12/18/2025	17.81
12535	CODY CREEK	1632	Labor - garage door repairs f/Parks Shop	12/09/2025	328.00
2940	Eakes, Inc.	9257089-0	4) mop head	12/22/2025	44.08
12230	Earl's Window Service	12202025	Clean windows - December 25 f/Fire Station	12/20/2025	94.00
4700	ECHO GROUP, INC	S011546409.001	1) ballast, 26) bulb f/Library	12/12/2025	316.61
4700	ECHO GROUP, INC	S011546460.001	capacitor f/Aud heat pump	12/12/2025	15.15
4700	ECHO GROUP, INC	S011548224.001	exhaust fan f/PD bathroom	12/15/2025	99.09
4700	ECHO GROUP, INC	S011553831.001	volt meter	12/17/2025	149.00
3150	EXTREME MOTORSPORTS	12042025	3) 18x24 "short term" signs f/Campground	12/04/2025	510.00
3116	Hamm Glass, Inc.	6062	Labor - 7 hrs) Aud window repairs	12/23/2025	455.00
3116	Hamm Glass, Inc.	6062	Supplies - 14) caulking f/Aud window repairs	12/23/2025	260.40
3116	Hamm Glass, Inc.	6062	Labor - service call f/Aud window repairs	12/23/2025	65.00
11503	Johnstone Supply	2363251	2) 3-way ball valve	12/19/2025	217.29
11503	Johnstone Supply	2363520	temperature sensor f/Aud	12/17/2025	46.75
12467	Justin Wollenburg	12112025	Labor - install wiring, switches f/Aud gym panel	12/11/2025	508.04
12467	Justin Wollenburg	12112025	Supplies - wiring, switches f/Aud gym panel	12/11/2025	143.31
5160	LARRY'S TIRE AND SERVICE INC.	017714	Labor - 1) tire install f/trailer	12/12/2025	20.00
5160	LARRY'S TIRE AND SERVICE INC.	017714	Supplies - 1) tire f/trailer	12/12/2025	96.00
5160	LARRY'S TIRE AND SERVICE INC.	017731	7) tire disposal f/tires dumped on trail (Beatrice to Cor	12/29/2025	56.00
5690	MEAD LUMBER AND RENTAL-BEATRI	12960575	2) paint tray	12/18/2025	13.42
5870	MIDWEST TURF AND IRRIGATION	3958510-00	4) Skid shoe - front left f/snowblower	12/10/2025	232.16
5870	MIDWEST TURF AND IRRIGATION	3958510-00	4) Skid shoe - front right f/snowblower	12/10/2025	232.16
5870	MIDWEST TURF AND IRRIGATION	3958510-00	Shipping	12/10/2025	31.00
1073	Rewound Power Motors Sls and Svc Inc	S20402	capacitor f/Aud heat pump	12/09/2025	13.07
8150	SACK LUMBER COMPANY	2512-135542	1) 2x4 ceiling tile panel f/Aud	12/10/2025	92.99
8370	SCHUSTER'S OUTDOOR AND RV INC.	32239	heavy-duty air cleaner asy f/Exmark 96	12/09/2025	161.98
8370	SCHUSTER'S OUTDOOR AND RV INC.	32242	bulk nut, screw, washer f/Exmark 96	12/15/2025	64.32

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
8370	SCHUSTER'S OUTDOOR AND RV INC.	32245	bulk nut, screw, washer f/Exmark 96	12/18/2025	13.91
8370	SCHUSTER'S OUTDOOR AND RV INC.	32246	5) 1-gal transmission fluid	12/22/2025	259.95
12650	SETH RAY	1715	Labor - Pest Control spray f/Aud	11/18/2025	80.00
8510	SHERWIN-WILLIAMS CO.	3823-0	Paint f/PD restroom ceiling	12/18/2025	110.83
12521	SUNNY SMITH	DEC8 2025 - DEC26 2025	Office cleaning f/Aud offices	12/26/2025	630.00
12521	SUNNY SMITH	DEC8 2025 - DEC26 2025	Office cleaning f/BPW offices	12/26/2025	630.00
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	101,518.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	12,772.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	5,626.00
9760	Westlake Ace Hardware	10358587	200) clip f/Senior Center Christmas lights	12/09/2025	34.98
9760	Westlake Ace Hardware	10358597	4) paper towel, 4) toilet bowl cleaner, mouse traps	12/10/2025	62.03
9760	Westlake Ace Hardware	10358647	100) clip f/Senior Center Christmas lights	12/15/2025	17.49
9760	Westlake Ace Hardware	10358676	painters tape, roller f/PD restroom drywall repair	12/16/2025	21.39
9760	Westlake Ace Hardware	10358738	5) toilet bowl cleaner, glass cloth	12/22/2025	26.58
9760	Westlake Ace Hardware	10358767	wood glue	12/24/2025	7.19
9760	Westlake Ace Hardware	10358803	cleaning cloth, paper towels, tile cleaner, scourpad, m	12/29/2025	89.57
Total PUBLIC PROPERTIES:					135,623.11
PP-WATER PARK					
890	BEATRICE COMMUNITY HOSPITAL	9158910550	Office visit f/injury - Bauman - PT Employee	12/23/2025	178.00
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	5,682.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	3,065.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	1,024.00
Total PP-WATER PARK:					9,949.00
LIBRARY					
2940	Eakes, Inc.	9256544-0	6) wipes	12/18/2025	61.52
2940	Eakes, Inc.	9256544-0	3) disinfectant spray	12/18/2025	27.48
1028	Neemann, Joanne	REIMB OCT 2025	Reimb mileage	12/24/2025	123.62
1028	Neemann, Joanne	REIMB OCT 2025	Reimb 3) meal	12/24/2025	42.97
7440	PITNEY BOWES	1028596584	2) Red Ink cartridges	12/08/2025	182.58
11255	Reef Tectonics, Inc.	43477	Regular Aquarium Maintenance	11/29/2025	73.00
11255	Reef Tectonics, Inc.	43477	Gin Penguin cart size C	11/29/2025	13.49
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	21,088.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	698.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	3,048.00
Total LIBRARY:					25,358.66
Total GENERAL FUND:					659,199.03
STREET FUND					
STREET FUND					
870	Beatrice Ready Mixed	B1 746673	9cy)NDOT ez-Fill 10" @138.00	12/10/2025	1,242.00
870	Beatrice Ready Mixed	B1 746673	9)Winter Service	12/10/2025	63.00
1270	BLUE VALLEY DOOR CO. INC	46650	SERVICE CALL (1st s bay on e side)	12/17/2025	210.00
1270	BLUE VALLEY DOOR CO. INC	46650	9931 Receiver @75.00	12/17/2025	75.00
1270	BLUE VALLEY DOOR CO. INC	46680	SERVICE CALL(Photo eye out of line)	12/19/2025	157.00
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-NOV25	855.64 gal Diesel @ 2.75	12/01/2025	2,353.01
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-NOV25	166.25 gal Diesel @ 3.06	12/01/2025	508.73
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-NOV25	222.23 gal Unleaded @ 2.426	12/01/2025	539.12
12591	Interstate Power Systems, Inc	R023065012 01	Labor- service on Engine	12/19/2025	1,290.50
12591	Interstate Power Systems, Inc	R023065012 01	Parts-Fuel injuction pump,Battery,Alternator, filters	12/19/2025	4,057.10
12591	Interstate Power Systems, Inc	R023065012 01	Misc Charges	12/19/2025	123.90
4670	JEO CONSULTING GROUP INC	170400	Task #2 - Post-Construction Stormwater Management	12/22/2025	3,487.50

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4770	JOHNNY'S WELDING INC.	190516	Labor to reseal front cylinder on snow blade	12/03/2025	250.00
4770	JOHNNY'S WELDING INC.	190516	1)Seal Kit @124.20	12/03/2025	124.20
4770	JOHNNY'S WELDING INC.	190541	6)FF Coupler Set @94.85	12/15/2025	569.10
4770	JOHNNY'S WELDING INC.	190548	1)FF Coupler@92.45	12/15/2025	92.45
4770	JOHNNY'S WELDING INC.	190548	1)6MJ-6FJX Fitting Adapter@3.14	12/15/2025	3.14
4770	JOHNNY'S WELDING INC.	190548	60)Inches of 3/8" Hose 800 PSI@.57	12/15/2025	34.20
4770	JOHNNY'S WELDING INC.	190548	1)6G-6MJ Hose Fitting @8.91	12/15/2025	8.91
4770	JOHNNY'S WELDING INC.	190548	1)6G-8MPX Hose Fitting @15.32	12/15/2025	15.32
4770	JOHNNY'S WELDING INC.	190548	Labor to make hose	12/15/2025	8.00
3052	Landmark Implement Inc	12026006	1)Male Quick Couler@99.99	12/12/2025	99.99
3052	Landmark Implement Inc	12026632	1)Male Quick Couler@113.63	12/15/2025	113.63
3052	Landmark Implement Inc	12028564	1)Gasket @9.13	12/18/2025	9.13
3052	Landmark Implement Inc	12028564	1)Reman W/Pump @317.21	12/18/2025	317.21
3052	Landmark Implement Inc	12028564	1)Core for water pump reman	12/18/2025	50.00-
11867	MacQueen Equipment LLC	P16775	1)RLR-UHMW Elec Sp @205.29	12/16/2025	205.29
11867	MacQueen Equipment LLC	P16775	1)Washer -UHMW Fla @13.71	12/16/2025	13.71
11867	MacQueen Equipment LLC	P16775	1)PL End Retainer @41.53	12/16/2025	41.53
11867	MacQueen Equipment LLC	P16775	2)HSFHCS 31-18x@4.03	12/16/2025	8.06
11867	MacQueen Equipment LLC	P16775	ship & Hndling	12/16/2025	12.49
11867	MacQueen Equipment LLC	P16775	ship & Hndling	12/16/2025	35.70
6980	OLSSON INC	563347	Design Services f/Ella St; 3rd to 2nd	12/18/2025	4,264.00
7060	O'REILLY AUTO PARTS	0749-121741	1)Warn LED Lit@68.11	12/23/2025	68.11
7060	O'REILLY AUTO PARTS	0749-122662	6)BUTT SPLICE@9.49	12/29/2025	56.94
7060	O'REILLY AUTO PARTS	0749-122662	1)WIRE MF CONN@7.99	12/29/2025	7.99
8000	ROEHR'S MACHINERY INC.	IV92169	1)Fitting Hydro@4.69	12/15/2025	4.69
2066	Rose Equipment Inc	25134	1)Fan Blade @180.60	12/22/2025	180.60
2066	Rose Equipment Inc	25134	1)Belt @30.22	12/22/2025	30.22
2066	Rose Equipment Inc	25134	Freight	12/22/2025	26.41
12464	TMK Enterprises	92001	Remove Snow on Meadow 12/2/25	12/03/2025	175.00
12464	TMK Enterprises	92001	Remove snow s 25th, Quail Rdge cir-Covered Bridge	12/03/2025	175.00
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	21,238.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	43,316.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	11,772.00
12636	VAN KIRK SAND & GRAVEL INC	PMT 4 - HH	2025 Heritage Heights Development - Grading, Road	12/16/2025	46,525.65
12636	VAN KIRK SAND & GRAVEL INC	PMT 5 - CC	2025 Corral Crossing Development - Grading, Roadw	12/17/2025	109,864.70
Total STREET FUND:					253,724.23
Total STREET FUND:					253,724.23
CDBG Fund					
CDBG-GRANTS					
2080	CITY TREASURER	TR STREET M&O FED SH	TR f/ Street to cover Fed share CDBG Mill and Overl	12/23/2025	208,371.00
Total CDBG-GRANTS:					208,371.00
Total CDBG Fund:					208,371.00
AIRPORT FUND					
AIRPORT-GENERAL					
11281	Black Hills Energy	2208569044-DEC25	Airport Gas Service	12/09/2025	143.98
1350	BOARD OF PUBLIC WORKS	1417.50-AIRPORT-NOV25	96.72 gal Diesel @ 2.675	12/01/2025	258.73
3150	EXTREME MOTORSPORTS	12042025-AIRPORT	truck decals	12/04/2025	60.00
11508	Jon's Outdoor Service	7135	Winterizer/Fertilizer	12/18/2025	67.00
5100	LAMMEL PLUMBING INC	83573	Labor - R&R back flow f/Admin Building & SRE Shop	12/22/2025	370.00
5100	LAMMEL PLUMBING INC	83573	Supplies - 2) back flow f/Admin Building & SRE Shop	12/22/2025	1,265.70
5100	LAMMEL PLUMBING INC	83573	Misc supplies/shop supplies	12/22/2025	67.30

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3027	Nebraska Assoc. of Airport Officials	2026 DUES	N.A.A.O. Dues	12/01/2025	250.00
6170	STATE OF NEBRASKA	1504422	MONTHLY AWOS/VOR	12/01/2025	818.33
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	27,822.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	5,700.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	5,845.00
9850	UNIFIRST CORPORATION	1910104437	Launder mats, shop towel	12/15/2025	81.83
9760	Westlake Ace Hardware	10358607	door stop	12/10/2025	4.31
9760	Westlake Ace Hardware	10358634	heavy duty extension cord	12/12/2025	89.99
9760	Westlake Ace Hardware	10358669	ballast	12/16/2025	34.19
9760	Westlake Ace Hardware	10358687	sparkplug	12/17/2025	5.93
9760	Westlake Ace Hardware	10358724	credit - return) door stop	12/19/2025	4.31-
Total AIRPORT-GENERAL:					42,879.98
AIRPORT-CAPITAL IMPROVEMENTS					
1080	ALFRED BENESCH AND COMPANY	1E-NAVAID	Design f/Grant No: 3-31-0009-025, Navaid Upgrades	11/02/2025	20,950.31
1080	ALFRED BENESCH AND COMPANY	2E-NAVAID	Design f/Grant No: 3-31-0009-025, Navaid Upgrades	11/30/2025	31,107.38
1080	ALFRED BENESCH AND COMPANY	33E-PROJ21	Reconstruct Taxiway C & Apron	12/15/2025	27,484.99
Total AIRPORT-CAPITAL IMPROVEMENTS:					79,542.68
Total AIRPORT FUND:					122,422.66
BEATRICE AREA SOLID WASTE AGNC					
BASWA					
980	BEATRICE IRON AND METAL CO	110984	brake rotor, brake pad f/Ford	12/18/2025	251.50
1270	BLUE VALLEY DOOR CO. INC	46534	12) garage door opener	12/09/2025	540.00
12095	Bomgaars Supply Inc	531129	2) drill bit	12/10/2025	19.98
3119	Burns and McDonnell, Inc.	179739-8	Engineering Services f/Development of 1st Phase BA	12/29/2025	39,590.45
3119	Burns and McDonnell, Inc.	180403-7	Air Emissions Reporting	12/29/2025	5,200.00
3119	Burns and McDonnell, Inc.	180403-7	Groundwater Monitoring - Existing MSW Landfill	12/29/2025	4,011.93
3119	Burns and McDonnell, Inc.	180403-7	Miscellaneous Solid Waste Services	12/29/2025	826.82
12689	BUSBOOM TRUCK REPAIR AND SALE	6093	water pump f/dump truck	12/17/2025	388.76
12689	BUSBOOM TRUCK REPAIR AND SALE	6093	support fan, fan asy f/dump truck	12/17/2025	998.65
2010	CITY MOTOR SUPPLY	914168	jump pack	12/22/2025	369.99
2010	CITY MOTOR SUPPLY	914168	mud flap f/dump truck	12/22/2025	34.99
12688	Global Payments	6921-NOV25	Monthly credit card fees	11/30/2025	48.80
12419	HEARTLAND BUSINESS SYSTEMS LL	848884-H	Networking Equipment f/ New Landfill	12/16/2025	2,856.00
12591	Interstate Power Systems, Inc	R023065309.01	Labor - R&R radiator f/Ford	12/24/2025	900.00
12591	Interstate Power Systems, Inc	R023065309.01	Supplies - radiator f/Ford	12/24/2025	432.43
12591	Interstate Power Systems, Inc	R023065309.01	Misc Charges	12/24/2025	40.00
12591	Interstate Power Systems, Inc	R023065372.01	Labor f/963	12/23/2025	2,025.00
12591	Interstate Power Systems, Inc	R023065372.01	Misc Charges	12/23/2025	50.00
12591	Interstate Power Systems, Inc	R023065414.01	credit - Labor f/963	12/23/2025	2,025.00-
12591	Interstate Power Systems, Inc	R023065414.01	credit - Misc charges f/963	12/23/2025	50.00-
12591	Interstate Power Systems, Inc	R023065415.01	Labor - diag no start f/963 - fuel tank needs flushed	12/23/2025	1,012.50
12591	Interstate Power Systems, Inc	R023065415.01	Misc Charges	12/23/2025	50.00
12591	Interstate Power Systems, Inc	R023065415.02	credit - Labor f/963	12/23/2025	94.00-
12549	MES I ACQUISITION INC	IN2397444	Rent - Landtec GEM2000	12/09/2025	181.00
6430	NMC, INC	CU11558176	1) hydraulic oil drum	12/09/2025	1,224.99
7060	O'REILLY AUTO PARTS	0749-118765	1) oil filter f/963	12/08/2025	16.72
7060	O'REILLY AUTO PARTS	0749-121528	alternator f/dump truck	12/22/2025	159.61
1052	Travelers	3744C0129-2026-B	Prop/Auto/Eq Insurance 2025/26	12/12/2025	15,837.00
1052	Travelers	3744C0129-2026-B	Workers Comp Ins 2025/2026	12/12/2025	13,165.00
1052	Travelers	3744C0129-2026-B	Liability Insurance 2025/26	12/12/2025	15,391.00
11450	TSYS Merchant Solutions	11573762-NOV25	monthly credit card fees	11/30/2025	1,717.36
9730	WALKER UNIFORM RENTAL	1444595	Uniform Service	12/11/2025	42.22

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9730	WALKER UNIFORM RENTAL	1445865	Uniform Service	12/18/2025	42.22
Total BASWA:					105,255.92
Total BEATRICE AREA SOLID WASTE AGNC:					105,255.92
G.O. DEBT SERVICE FUND					
1390	BOND OWNER	AIRPORT BOND 121525	Airport Bond Interest Due 12/15/25	12/15/2025	17,491.25
1390	BOND OWNER	FIRE BOND 121525	Fire Station 2019 Bond Interest due 12/15/2025	12/15/2025	38,141.25
1390	BOND OWNER	FIRE BOND 121525	Fire Station 2021 Bond Interest due 12/15/2025	12/15/2025	6,326.25
1390	BOND OWNER	FIRE BOND 121525	Fire Station 2019 Bond Redemption 12/15/2025	12/15/2025	710,000.00
1390	BOND OWNER	FIRE BOND 121525	Fire Station 2021 Bond Redemption 12/15/2025	12/15/2025	300,000.00
Total :					1,071,958.75
Total G.O. DEBT SERVICE FUND:					1,071,958.75
CAPITAL IMP FUND					
CAPITAL IMPROVEMENTS-GENERAL					
12390	Creative Sites LLC	10172	Astro Park Playground - Ecoturf rubber surfacing	12/17/2025	62,700.00
12390	Creative Sites LLC	10172	Additional - Astro Park Playground - Ecoturf rubber su	12/17/2025	5,562.48
12639	WATERS EDGE AQUATIC DESIGN LLC	11341	Develop Aquatic Park Master Plan	12/12/2025	6,900.00
Total CAPITAL IMPROVEMENTS-GENERAL:					75,162.48
CAPITAL IMPROVEMENTS-PSDS					
2620	FIRST WIRELESS INC.	132387	2) Motorola 2-way radio	12/21/2025	3,477.90
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	2) streamlight flashlights	12/11/2025	295.98
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	3) hose strap	12/11/2025	275.97
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	3) hydrant tool bag	12/11/2025	164.97
12465	WITMER PUBLIC SAFETY GROUP, INC	INV798385	2) turnout gear bag	12/11/2025	206.78
12465	WITMER PUBLIC SAFETY GROUP, INC	INV802162	1) air mask bag	12/17/2025	23.39
Total CAPITAL IMPROVEMENTS-PSDS:					4,444.99
Total CAPITAL IMP FUND:					79,607.47
INFO TECH SERV FUND					
11930	A T and T Mobility	287301368820X12112025	Cell service f/ Chief's Phone - Fire	12/03/2025	52.07
12056	ALL COPY PRODUCTS	40548576	Copier Rental	11/10/2025	389.54
12056	ALL COPY PRODUCTS	40548576	Copy usage - 10/5 - 11/4	11/10/2025	200.88
12056	ALL COPY PRODUCTS	40785269	Copier Rental	12/11/2025	389.54
12056	ALL COPY PRODUCTS	40785269	Copy usage - 11/5 - 12/4	12/11/2025	160.49
12056	ALL COPY PRODUCTS	40800100	Copier Rental - Billing	12/15/2025	485.93
12056	ALL COPY PRODUCTS	571266568	Copier Rental - Zab Office	12/17/2025	196.92
12667	CARASOFT TECHNOLOGY CORPOR	IN2160229	Automatic Vehicle Location & Telematics f/Fire Dept fl	12/18/2025	15,225.62
11714	Caselle, Inc.	INV-13728	Cloud Hosting - Jan 2026	12/04/2025	903.00
11714	Caselle, Inc.	INV-13728	Maintenance & Support - Jan 2026	12/04/2025	3,937.00
1034	CHARTER COMMUNICATIONS	1290027030-DEC25	Cable charges/City - December 2025	12/09/2025	12.37
1034	CHARTER COMMUNICATIONS	156544301120725	Cable charges/500 N Commerce - Dec25	12/07/2025	56.87
1034	CHARTER COMMUNICATIONS	17617510111425	Business Internet f/400 Ella - Nov25	11/14/2025	215.00
1034	CHARTER COMMUNICATIONS	176175101120125	Business Internet f/400 Ella - Dec25	12/01/2025	179.17
1034	CHARTER COMMUNICATIONS	176176901120725	Internet f/AMI & Sub 8 - Dec25	12/07/2025	139.98
1034	CHARTER COMMUNICATIONS	176178901112125	Cable services/Police - Nov25	11/21/2025	33.48
1034	CHARTER COMMUNICATIONS	176179201120725	Internet f/AMI & Sub 5 - Dec25	12/07/2025	129.98

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2940	Eakes, Inc.	INV719012	Contract Billing 9/23/2025 - 12/22/2025 - Library; bac	12/23/2025	39.96
12419	HEARTLAND BUSINESS SYSTEMS LL	849553-H	35) Microsoft Apps - Dec2025	12/18/2025	441.00
4300	HOMETOWN LEASING	0051798789-NOV25	Staff Copier - pymt #38	11/01/2025	344.91
4420	RICOH USA INC	109642594	Copier Agreement	11/21/2025	179.75
4420	RICOH USA INC	109642594	Copier Agreement	11/21/2025	59.91
12690	SAND, TYLER	ED. ASSISTANCE - FALL 2	Education Assistance - Fall 2025 Semester	12/24/2025	1,744.90
2076	U.S. Cellular	0773952224	Electric - Cell Phone Charges	12/06/2025	255.98
2076	U.S. Cellular	0773952224	Electric - Tablet Data Charges	12/06/2025	143.60
2076	U.S. Cellular	0773952224	Water - Cell Phone Charges	12/06/2025	143.51
2076	U.S. Cellular	0773952224	Water - Tablet Data Charges	12/06/2025	286.30
2076	U.S. Cellular	0773952224	WPC - Cell Phone Charges	12/06/2025	52.83
2076	U.S. Cellular	0773952224	Street - Cell Phone Charges	12/06/2025	36.72
2076	U.S. Cellular	0773952224	MARS - Cell Phone Charges	12/06/2025	136.53
2076	U.S. Cellular	0773952224	MARS - Tablet Data Charges	12/06/2025	163.60
9610	VERIZON WIRELESS	6129006868	Undercover Phones & data	11/20/2025	119.89
9610	VERIZON WIRELESS	6130486642	ICAC Phone & Data	12/08/2025	91.02
9610	VERIZON WIRELESS	6130743315	Fire AVL Card	12/10/2025	40.01
9610	VERIZON WIRELESS	6130743315	Fire AVL Card	12/10/2025	40.01
9610	VERIZON WIRELESS	6130743315	Police AVL Cards	12/10/2025	560.28
9610	VERIZON WIRELESS	6130743315	3) MARS tablet	12/10/2025	120.03
9610	VERIZON WIRELESS	6130850170	Machine 2 Machine activity - BPW	12/12/2025	154.14
9610	VERIZON WIRELESS	6130979829	Community Development-lpad services (2)	12/13/2025	80.02
9610	VERIZON WIRELESS	6131524934	Undercover Phones & data	12/20/2025	119.95
9920	WINDSTREAM	090051577-DEC25	Water Park phone service	12/12/2025	125.55
9920	WINDSTREAM	090063150-DEC25	Crime Stoppers phone service	12/12/2025	89.81
9920	WINDSTREAM	092071685-DEC25	Fire Alarm Phone Lines	12/22/2025	161.57
9920	WINDSTREAM	092221690-DEC25	backup Dispatch phone line	12/18/2025	93.21
9920	WINDSTREAM	092227280-DEC25	911 Telephone Service	12/10/2025	155.89
9920	WINDSTREAM	092229158-DEC25	dispatch fax line	12/22/2025	83.53
Total :					28,413.91
Total INFO TECH SERV FUND:					28,413.91
SANITATION FUND					
12691	RUSK, GEANIE	REFUND	Refund - Special Pickup	12/23/2025	22.00
Total :					22.00
980	BEATRICE IRON AND METAL CO	111103	Wrench	12/24/2025	26.58
11281	Black Hills Energy	3806703634-DEC25	Gas Service - MARS - December 2025	12/12/2025	597.38
1270	BLUE VALLEY DOOR CO. INC	46542	Labor - R&R garage door lift master	11/28/2025	520.00
1270	BLUE VALLEY DOOR CO. INC	46542	Supplies - garage door lift master	11/28/2025	1,566.00
12095	Bomgaars Supply Inc	537338	bulk bolts	12/24/2025	32.23
2800	Diamond T Truck and Trailer	251922	6) brake kit	12/11/2025	423.18
2800	Diamond T Truck and Trailer	251922	1) long-stroke piggyback	12/11/2025	88.70
2800	Diamond T Truck and Trailer	251922	1) spring brake complete	12/11/2025	77.23
2800	Diamond T Truck and Trailer	251922	1) piggyback standard	12/11/2025	69.84
12103	Firstar Fiber Inc	0016429-IN	November 2025 Recycling Tipping Fee	11/30/2025	2,715.22
12099	George Ulrick III Forklift Service	3186	Labor - adjust alternator belt f/Doosan	12/17/2025	27.50
12099	George Ulrick III Forklift Service	3186	Labor - R&R fuel pump f/Doosan	12/17/2025	302.50
12099	George Ulrick III Forklift Service	3186	Supplies - fuel pump f/Doosan	12/17/2025	117.16
12300	Klecans Diverse Service LLC	752	Labor - communication error	12/09/2025	1,850.00
12300	Klecans Diverse Service LLC	753	Labor - R&R connector f/headlight	12/09/2025	250.00
12300	Klecans Diverse Service LLC	759	Labor - R&R brake chamber	12/11/2025	250.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
12300	Klecans Diverse Service LLC	761	Labor - R&R brake shoes, drums	12/14/2025	1,000.00
12300	Klecans Diverse Service LLC	764	Labor - R&R coolant hose, clamps	12/16/2025	287.50
7060	O'REILLY AUTO PARTS	0749-112426	2) hydraulic hose, 2) crmpip	11/07/2025	40.04
7060	O'REILLY AUTO PARTS	0749-113575	starter	11/12/2025	507.24
7060	O'REILLY AUTO PARTS	0749-113575	core charge f/starter	11/12/2025	80.00
7060	O'REILLY AUTO PARTS	0749-115907	64-oz diesel treatment	11/24/2025	25.98
7060	O'REILLY AUTO PARTS	0749-115907	24) 1-gal antifreeze	11/24/2025	263.76
7060	O'REILLY AUTO PARTS	0749-119566	mini bulb, bulb grease	12/12/2025	9.70
11311	Paymentech	5707000-NOV25	Monthly CC Fees - Sanitation	11/30/2025	469.87
12460	Refuse Inc.	2382	6) 2-yd rear load dumpster, brown	12/16/2025	4,640.00
12393	Rollins Inc	289084968	Pest Control Standard f/MARS - December 2025	12/17/2025	75.00
8260	SAPP BROTHERS	IN4873783	330.0 gal ULSD #2 Clear Winter Diesel @ 3.095976	11/10/2025	1,021.68
8260	SAPP BROTHERS	IN4896954	875.0 gal ULSD #2 Clear Winter Diesel @ 2.685994	12/08/2025	2,350.25
8260	SAPP BROTHERS	IN4899700	31.68 lb Propane @ 2.930611	12/05/2025	92.84
8260	SAPP BROTHERS	IN4905557	1,100.0 gal ULSD #2 Clear Winter Diesel @ 2.52600	12/19/2025	2,778.60
8260	SAPP BROTHERS	IN4911338	1,100.0 gal ULSD #2 Clear Winter Diesel @ 2.58600	12/23/2025	2,844.60
1052	Travelers	3744C0129-2026	Prop/Auto/Eq Insurance 2025/26	12/12/2025	23,699.00
1052	Travelers	3744C0129-2026	Workers Comp Ins 2025/2026	12/12/2025	68,517.00
1052	Travelers	3744C0129-2026	Liability Insurance 2025/26	12/12/2025	16,501.00
11678	Truck Center Companies	XA108202187.01	2) brake chamber	12/11/2025	223.70
11678	Truck Center Companies	XA108202187.01	2) spring brake chamber	12/11/2025	188.22
9760	Westlake Ace Hardware	10358652	2) pipe, 4) coupling, cable tie	12/15/2025	57.56
11312	Xpress Bill Pay	INV-XPR030010	Monthly CC Fees - Sanitation	11/30/2025	256.38
Total :					134,843.44
Total SANITATION FUND:					134,865.44
Grand Totals:					2,663,818.41

Dated: _____

Mayor: _____

City Council: _____

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
American Electric Power				
175-21595479	12/11/2025	SPP Charges for November 2025 15,199 MWH @ 38.95	ELECTRIC FUND	592,001.05
175-21595479	12/11/2025	Radiant Tech Admin Fee f/ Nov 2025 5,983 MWH @ 0.85	ELECTRIC FUND	5,085.55
175-21595479	12/11/2025	Congestion/Imbalance credit/chg for Nov 2025	ELECTRIC FUND	49,972.59
175-21595479	12/11/2025	SPP Initial Charges for Nov 2025	ELECTRIC FUND	85,038.81
175-21595479	12/11/2025	SPP charges for prior months	ELECTRIC FUND	6,916.77-
175-21595479	12/11/2025	SPP settlement - Final	ELECTRIC FUND	2,106.72-
Total American Electric Power:				723,074.51
Beatrice Ready Mixed				
B1 747483	12/23/2025	9cy)Sand Fill 2 Water @63.00	WATER FUND	567.00
B1 747483	12/23/2025	Winter Service	WATER FUND	63.00
B1 747483	12/23/2025	Sales Tax	WATER FUND	47.26
Total Beatrice Ready Mixed:				677.26
Black Hills Energy				
0660445975-DEC25	12/12/2025	Gas Bill/ 820 Herbert LS #5/DEC25	WPC	65.71
2096271272-DEC25	12/12/2025	Gas Bill/ 300 Irving LS #6/DEC25	WPC	56.23
4320807688-DEC25	12/18/2025	Gas Bill/321 Grant Street -DEC25	WATER FUND	56.23
7743125526-DEC25	12/12/2025	Gas Bill/1300 Beaver -DEC25	WPC	863.39
7743125526-DEC25	12/12/2025	Gas Bill/1300 Beaver/Dewatering Bldg-DEC25	WPC	312.24
7743125526-DEC25	12/12/2025	Gas Bill/1831 1/2 Carlyle Street/LS#4/DEC25	WPC	52.30
9197736828-DEC28	12/12/2025	Gas Bill/312 Grant Street -DEC25	WATER FUND	85.05
Total Black Hills Energy:				1,491.15
Blue Valley Door Co., Inc.				
46499	12/05/2025	12)LiftMaster Open-Close-Stop(SC gate controls)@45.00	ELECTRIC FUND	540.00
46499	12/05/2025	Sales Tax 5.5	ELECTRIC FUND	29.70
Total Blue Valley Door Co., Inc.:				569.70
Bomgaars Supply Inc				
531434	12/11/2025	Grease Gun @39.99	WATER FUND	39.99
531434	12/11/2025	Sales Tax	WATER FUND	3.00
531497	12/11/2025	2)Pipe Thread Compoud@4.99	WATER FUND	9.98
531497	12/11/2025	Sales Tax	WATER FUND	.75
533168	12/15/2025	Battery @199.99	WPC	199.99
533168	12/15/2025	1)Spray Paint @6.99	WPC	6.99
533857	12/17/2025	1)Set, Mechanics @149.99	WPC	149.99
538585	12/29/2025	1)Pliers @5.99	ELECTRIC FUND	5.99
538585	12/29/2025	1)Pliers @27.99	ELECTRIC FUND	27.99
538585	12/29/2025	1)Folding Knife @15.99	ELECTRIC FUND	15.99
538585	12/29/2025	1)Tape Measure @19.99	ELECTRIC FUND	19.99
538585	12/29/2025	1)Hose Nozzle @9.99	ELECTRIC FUND	9.99
538585	12/29/2025	1)Hose Nozzle@8.99	ELECTRIC FUND	8.99
538585	12/29/2025	1)Hose Washers @1.49	ELECTRIC FUND	1.49
538585	12/29/2025	1)Tool Box @10.99	ELECTRIC FUND	10.99
538585	12/29/2025	Sales Tax	ELECTRIC FUND	7.61
Total Bomgaars Supply Inc:				519.72
Border States Industries, Inc				
931681029	12/19/2025	101)AMI PIT MOUNT MODULE HUTL-W2529-64170 SER5 W/2FT W/2#NI	WATER FUND	18,457.75
931681041	12/19/2025	101)AMI PIT MOUNT MODULE HUTL-W2529-64170 SER5 W/2FT SERIE	WATER FUND	18,457.75

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
931693903	12/22/2025	12)GATE DISCONNECT 300 AMP CHN - T710133T (4-6 WEEKS)	ELECTRIC FUND	995.49
931693903	12/22/2025	24)EVED - EN95 1.5 D INDUST BATTERY	ELECTRIC FUND	32.00
931693911	12/22/2025	2)4" 90 DEG. 36" FIBER. ELBOW CFBG 40CHW922D	ELECTRIC FUND	314.46
Total Border States Industries, Inc:				38,257.45
Cary D Udell				
6614	12/26/2025	Service Center Cleaning for Dec 2025	ELECTRIC FUND	945.00
6614	12/26/2025	Sales Tax	ELECTRIC FUND	70.88
6615	12/26/2025	Office Cleaning WPC for DEc25	WPC	450.00
Total Cary D Udell:				1,465.88
Chaffin, Charles				
25071805	12/16/2025	Refund Credit Final Bill 1800 Scot #42	ELECTRIC FUND	45.00
Total Chaffin, Charles:				45.00
CHUBB				
6724849-2026	12/22/2025	Inland Marine Policyf/ Pivots on Farm Ground	WATER FUND	2,118.00
Total CHUBB:				2,118.00
CINTAS LOC 749				
4253203478	12/16/2025	Uniform Cleaning/Rental WPC	WPC	37.10
4254081902	12/23/2025	Uniform Cleaning/Rental WPC	WPC	37.10
Total CINTAS LOC 749:				74.20
City Motor Supply				
913985	12/12/2025	1)Hex HP P @.74	WPC	.74
913985	12/12/2025	1)SQ HD PI@.75	WPC	.75
913985	12/12/2025	1)SW HD PI @1.28	WPC	1.28
913995	12/12/2025	3)SW HD PI @1.28	WPC	3.84
914034	12/15/2025	1)Light @8.41	WPC	8.41
Total City Motor Supply:				15.02
City Treasurer				
AR80031-DEC25	12/01/2025	UTV registration renewal-Baete	ELECTRIC FUND	25.00
Total City Treasurer:				25.00
Collection Associates LLC				
186-NOV25	12/01/2025	Collections/Dec 2025	ELECTRIC FUND	631.28
Total Collection Associates LLC:				631.28
Column Software PBC				
7FF24556-0591	11/21/2025	Notice of Meeting 12/31/25	ELECTRIC FUND	13.02
Total Column Software PBC:				13.02
DataShield Corporation				
0180805	12/12/2025	Fuel Surcharge	ELECTRIC FUND	5.03
0180805	12/12/2025	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total DataShield Corporation:				54.53
Eakes Office Solutions				
9255816-0	12/18/2025	State Sales/Use	ELECTRIC FUND	7.97-
9255816-0	12/18/2025	City Sales/Use	ELECTRIC FUND	2.90-
9255816-0	12/18/2025	10)Paper@14.49	ELECTRIC FUND	144.90
9255816-0	12/18/2025	Use Tax	ELECTRIC FUND	10.87
Total Eakes Office Solutions:				144.90
Extreme Motorsports				
DECALSWTR	12/02/2025	2sets) Truck Decals	WATER FUND	120.00
DECALSWTR	12/02/2025	1 set)Dump truck decals	WATER FUND	60.00
DECALSWTR	12/02/2025	8)9x9 B glag decals	WATER FUND	40.00
DECALSWTR	12/02/2025	8)9x9 US flag decals	WATER FUND	40.00
DECALSWTR	12/02/2025	Sales Tax	WATER FUND	19.50
Total Extreme Motorsports:				279.50
Fastenal Company				
179881	12/18/2025	1)1)T190-AG Jobber 3/16@3.03	ELECTRIC FUND	3.03
179881	12/18/2025	1)T190-AG Jobber 5/32@2.44	ELECTRIC FUND	2.44
179881	12/18/2025	1)T190-AG Jobber 9/64@2.27	ELECTRIC FUND	2.27
179881	12/18/2025	1)t190-AG Jobber 5/64@1.74	ELECTRIC FUND	1.74
179881	12/18/2025	1)T190-AG Jobber 7/64 @2.15	ELECTRIC FUND	2.15
179881	12/18/2025	1)1T190-AG Jobber 7/64 @1.88	ELECTRIC FUND	1.88
179881	12/18/2025	1)T190-AG Jobber 3/32@1.77	ELECTRIC FUND	1.77
179881	12/18/2025	1)T190-AG Jobber 15/64@3.65	ELECTRIC FUND	3.65
179881	12/18/2025	Sales Tax	ELECTRIC FUND	1.42
179882	12/18/2025	18)#10x1 Fender S/S @.15	ELECTRIC FUND	2.70
179882	12/18/2025	100)10-32x3/4S/S PPHMS @.1322	ELECTRIC FUND	13.22
179882	12/18/2025	100)1/4 S/S 1"ODFendWsh@.1389	ELECTRIC FUND	13.89
179882	12/18/2025	Sales Tax	ELECTRIC FUND	2.24
Total Fastenal Company:				52.40
Gordon,Yvonne				
4082404	12/16/2025	Refund Credit Final Bill-2200 Ella #2	ELECTRIC FUND	93.77
Total Gordon,Yvonne:				93.77
JK Energy Consulting LLC				
2567	12/18/2025	3)Potential Generation Add study	ELECTRIC FUND	450.00
2568	12/18/2025	1hr) Value Hash monthly invoice-Nov25	ELECTRIC FUND	150.00
Total JK Energy Consulting LLC:				600.00
Johnstone Supply				
2363479	12/19/2025	1)B93-142 SGK01B Grill@54.60	WATER FUND	54.60
2363479	12/19/2025	1)WS900QW Wall Sleeve @160.68	WATER FUND	160.68
2363479	12/19/2025	1)DHP153Jk0BA PTHP Heat Pum@994.74	WATER FUND	994.74
2363479	12/19/2025	Sales Tax	WATER FUND	90.75
Total Johnstone Supply:				1,300.77

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Ken's Pest Control				
1734	12/30/2025	Pest Control Service Center/ DEC25	ELECTRIC FUND	80.63
Total Ken's Pest Control:				80.63
Lampton Welding Supply				
0020308775	12/29/2025	50)Cable 4/0 Sequentially Mark @7.922/ft	WATER FUND	396.10
0020308775	12/29/2025	Sales Tax	WATER FUND	29.71
0020308776	12/29/2025	100ft)Cable 4/0 SwquentiallyMark @7.92/ft	WATER FUND	792.20
0020308776	12/29/2025	Sales Tax	WATER FUND	59.42
Total Lampton Welding Supply:				1,277.43
Layne Christensen Company				
3110671	12/18/2025	Well 7 Pump Pull and Rehabilitation	WATER FUND	33,010.00
3110672	12/18/2025	Well 7 Vertical Turbine Pump repairs	WATER FUND	3,300.00
Total Layne Christensen Company:				36,310.00
Lincoln Winwater Works				
110714 03	12/11/2025	TAPPING SLEEVE 12 IN X 6-ret sent wrong size	WATER FUND	625.00-
110714 03	12/11/2025	Sales Tax	WATER FUND	46.88-
116216 03	12/18/2025	25)Meter Yoke 1 Inch 731-412QZQQ44 VXV METER SETTER SPBV X EL	WATER FUND	8,196.88
116999 01	12/16/2025	1)501 720X720X5 6 ROMAC CPLG 501-7.20X5	WATER FUND	236.81
117106 01	12/18/2025	3000ft)12gax500' SOL HS-CCS PE30 Blue @.16	WATER FUND	480.00
117106 01	12/18/2025	Sales Tax	WATER FUND	36.00
Total Lincoln Winwater Works:				8,277.81
MacQueen Equipment LLC				
P16735	12/11/2025	2)WH Classic Kit@185.00	WPC	370.00
Total MacQueen Equipment LLC:				370.00
Mead Lumber Company				
12953986	12/16/2025	1)16' Truss Package@1450	WATER FUND	1,450.00
12953986	12/16/2025	deliver	WATER FUND	10.00
12953986	12/16/2025	Sales Tax	WATER FUND	109.50
12955177	12/17/2025	1)PP Box Structural Lag	WATER FUND	34.55
12955177	12/17/2025	2)T30 2" Torx Power Bit@4.12	WATER FUND	8.24
12955177	12/17/2025	1)16D VC Sinker Nail 5#@18.23	WATER FUND	18.23
12955177	12/17/2025	1)1" Plastic Cap Nails 2M Box @23.99	WATER FUND	23.99
12955177	12/17/2025	1)Nail 3" 131 Clip HD Brt Smooth 2.5M@71.95	WATER FUND	71.95
12955177	12/17/2025	1)2-3/8x113 CHD Brt RS Strip @81.55	WATER FUND	81.55
12955177	12/17/2025	12)2x4-16 SPF #2@8.81	WATER FUND	105.72
12955177	12/17/2025	Sales Tax	WATER FUND	25.81
12959703	12/18/2025	2)2x4-20 SPF Appearance grade 2@11.86	WATER FUND	23.72
12959703	12/18/2025	4)2x4-12 SPF #2@4.87	WATER FUND	19.48
12959703	12/18/2025	Sales Tax	WATER FUND	3.24
12962144	12/18/2025	15)4x8-7/16" OSB Sheating @11.70	WATER FUND	175.50
12962144	12/18/2025	60)7/16" Plywood clip @.20	WATER FUND	12.00
12962144	12/18/2025	deliver	WATER FUND	10.00
12962144	12/18/2025	Sales Tax	WATER FUND	14.81
12966074	12/19/2025	6)4x8-7/16 OSB Sheating @11.70	WATER FUND	70.20
12966074	12/19/2025	Sales Tax	WATER FUND	5.26
12972170	12/22/2025	1)Ice& Water Shield @78.39	WATER FUND	78.39
12972170	12/22/2025	1)Techno Felt SB 25 48x250@78.35	WATER FUND	78.35

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
12972170	12/22/2025	Sales Tax	WATER FUND	11.75
12978239	12/23/2025	1)15x3 Struc TX Lag Scrw@37.43	ELECTRIC FUND	37.43
12978239	12/23/2025	Sales Tax	ELECTRIC FUND	2.81
12978303	12/23/2025	1)Exterior Single Prehung@825.00	WATER FUND	825.00
12978303	12/23/2025	2)2-3/4"x15"Tyvek Flexwrap ex flash tape @30.99	WATER FUND	61.98
12978303	12/23/2025	1)12" Beddar Wood shims@7.67	WATER FUND	7.67
12978303	12/23/2025	Sales Tax	WATER FUND	67.10
Total Mead Lumber Company:				3,444.23
Metering and Technology Solutions				
INV9392	12/01/2025	shipping	WATER FUND	20.66
INV9392	12/01/2025	8)GA6RUBBER 6" DROP IN THICK ROUND RUBBER GASKET	WATER FUND	36.55
INV9477	12/16/2025	2)M20006HRLMTRMNTSSGR 6" M-2000 MAG METER AS PER #EST480	WATER FUND	8,707.50
INV9477	12/16/2025	Shipping	WATER FUND	367.40
Total Metering and Technology Solutions:				9,132.11
NE Department of Revenue				
393274-NOV25	11/30/2025	Use Tax - AP - State	ELECTRIC FUND	38.78
393274-NOV25	11/30/2025	Sales Tax - AR - State	ELECTRIC FUND	.25
393274-NOV25	11/30/2025	Sales Tax - Util - State	ELECTRIC FUND	65,717.25
393274-NOV25	11/30/2025	Use Tax - AP - City	ELECTRIC FUND	14.11
393274-NOV25	11/30/2025	Sales Tax - AR - City	ELECTRIC FUND	.09
393274-NOV25	11/30/2025	Sales Tax - Util - City	ELECTRIC FUND	23,035.99
393274-NOV25	11/30/2025	Use Tax - AP - County	ELECTRIC FUND	.00
393274-NOV25	11/30/2025	Sales Tax - AR - County	ELECTRIC FUND	.00
393274-NOV25	11/30/2025	Sales Tax - Util - County	ELECTRIC FUND	.00
393274-NOV25	11/30/2025	Sales Tax - Coll Fee Credit	ELECTRIC FUND	150.00-
393274-NOV25	11/30/2025	Use Tax - AP - State	WATER FUND	14.60
393274-NOV25	11/30/2025	Sales Tax - AR - State	WATER FUND	32.39
393274-NOV25	11/30/2025	Use Tax - AP - City	WATER FUND	5.31
393274-NOV25	11/30/2025	Sales Tax - AR - City	WATER FUND	11.78
393274-NOV25	11/30/2025	Use Tax - AP - County	WATER FUND	.00
393274-NOV25	11/30/2025	Sales Tax - AR - County	WATER FUND	.00
Total NE Department of Revenue:				88,720.55
Nebraska Health and Human Services				
REFUNDS DEC25	12/16/2025	Refund - Account closed-Barnes, Tina 1301 Court st(ID 10116541)	ELECTRIC FUND	380.00
REFUNDS DEC25	12/16/2025	Refund - Account closed-Blake,Joanna 307 Cheyenne (ID 84836789)	ELECTRIC FUND	550.00
REFUNDS DEC25	12/16/2025	Refund - Account closed-Valentine, Elsa 113 Regency Dr (ID 36442652)	ELECTRIC FUND	700.00
REFUNDS DEC25	12/16/2025	Refund - Account closed-Spangler,Jessica 240 S 16th st	ELECTRIC FUND	259.00
Total Nebraska Health and Human Services:				1,889.00
Nebraska Public Health Environmental Lab				
598350	12/16/2025	2)Coliform by Colilert Quantitray@17.00	WATER FUND	34.00
598350	12/16/2025	10)Coliform by Colilert @ 15.00/ea	WATER FUND	150.00
598350	12/16/2025	4)Nitrate, EPA 353.2@16.00	WATER FUND	64.00
Total Nebraska Public Health Environmental Lab:				248.00
NEXTERA ENERGY RESOURCES				
10686	12/09/2025	Cottonwood Wind/Energy Charge - November 2025	ELECTRIC FUND	59,174.63
990266	12/02/2025	SPP System Capacity - November 2025	ELECTRIC FUND	127,022.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total NEXTERA ENERGY RESOURCES:				186,196.63
Olsson, Inc.				
561613	12/11/2025	Professional Services 2023 023-03816-S 11th st watr model run and memo	WATER FUND	1,551.00
563501	10/19/2025	WPC Grit Improvement Project	WPC	26,272.75
563503	12/19/2025	Lift Station #6 Rehabilitation Design	WPC	1,207.75
Total Olsson, Inc.:				29,031.50
O'Reilly Automotive, Inc.				
0749-119652	12/12/2025	City Sales/Use	WATER FUND	.24-
0749-119652	12/12/2025	State Sales/Use	WATER FUND	.66-
0749-119652	12/12/2025	1)Ergzr@11.99	WATER FUND	11.99
0749-119652	12/12/2025	Use Tax	WATER FUND	.90
0749-122229	12/26/2025	2)Hose clamp@2.22	WATER FUND	4.44
0749-122229	12/26/2025	3)1GalAntifrex@17.99	WATER FUND	53.97
0749-122229	12/26/2025	Sales Tax	WATER FUND	4.38
Total O'Reilly Automotive, Inc.:				74.78
Philippi Electric Inc				
6738	12/12/2025	Panel change out well 6	WATER FUND	982.27
Total Philippi Electric Inc:				982.27
PowerTech LLC				
89257359	12/19/2025	Service/Consumable Fee	WPC	50.00
89257359	12/19/2025	16 light PCB Assembly Board	WPC	588.62
89257359	12/19/2025	Tech Labor-Aux fault light	WPC	140.00
Total PowerTech LLC:				778.62
Quadient Leasing USA Inc				
31270251-NOV25	12/03/2025	Postage /split	ELECTRIC FUND	2,018.96
31270251-NOV25	12/03/2025	Postage /split	WATER FUND	1,211.37
31270251-NOV25	12/03/2025	Postage /split	WPC	807.58
Total Quadient Leasing USA Inc:				4,037.91
Roehr's Machinery, Inc.				
IV92155	12/19/2025	State Sales/Use	WATER FUND	11.53-
IV92155	12/19/2025	City Sales/Use	WATER FUND	4.19-
IV92155	12/19/2025	1)Battery@209.56	WATER FUND	209.56
IV92155	12/19/2025	Use Tax	WATER FUND	15.72
Total Roehr's Machinery, Inc.:				209.56
Sapp Bros. Petroleum, Inc.				
IN4906644	12/18/2025	1118)UNLEADED GASOLINE @2.066	ELECTRIC FUND	2,309.79
IN4906644	12/18/2025	875.6)DIESEL 50/50 blend@2.34	ELECTRIC FUND	2,048.90
Total Sapp Bros. Petroleum, Inc.:				4,358.69
Slim's Body Shop				
6667	12/10/2025	1)Running Board@595.00	WATER FUND	595.00
6667	12/10/2025	1)Rt Rear Door @1142.28	WATER FUND	1,142.28

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
6667	12/10/2025	1)Decal@68.02	WATER FUND	68.02
6667	12/10/2025	environmental charges	WATER FUND	5.00
6667	12/10/2025	Car Cover	WATER FUND	5.00
6667	12/10/2025	Paint & Material	WATER FUND	680.40
6667	12/10/2025	Sales Tax parts	WATER FUND	280.95
6667	12/10/2025	1)Box Side @1250.33	WATER FUND	1,250.33
6667	12/10/2025	Body Labor	WATER FUND	1,852.50
6667	12/10/2025	Refinish Labor	WATER FUND	945.00
6667	12/10/2025	Sales Tax Refinish Labor	WATER FUND	70.88
Total Slim's Body Shop:				6,895.36
The Cincinnati Insurance Company				
1000605050-FY26LC	12/10/2025	Late Charge	ELECTRIC FUND	25.00
Total The Cincinnati Insurance Company:				25.00
Tractor Supply Company				
467506	12/12/2025	1)Tool Box Magnetix @11.99	WPC	11.99
467506	12/12/2025	1)25pc 115MM Metal Cut off wheel set@7.99	WPC	7.99
467506	12/12/2025	1)Crescent 2pc 7in & 10in locking pliers @24.99	WPC	24.99
467506	12/12/2025	2)Safety Cone with Reflective stripe@27.99	WPC	55.98
469666	12/29/2025	1)Rst Metal Utility Heater@24.99	ELECTRIC FUND	24.99
469666	12/29/2025	Sales Tax	ELECTRIC FUND	1.87
754290	12/16/2025	1)Majic Catalyst Hardener@22.99	ELECTRIC FUND	22.99
754290	12/16/2025	Sales Tax	ELECTRIC FUND	1.72
Total Tractor Supply Company:				152.52
Travelers				
2744C0129-2026	12/12/2025	Property/Auto/Equip Ins premiums 2025/26	ELECTRIC FUND	81,564.00
2744C0129-2026	12/12/2025	Property/Auto/Equip Ins premiums 2025/26	ELECTRIC FUND	1,544.00
2744C0129-2026	12/12/2025	Liability Insurance Premiums 2025/26	ELECTRIC FUND	39,730.00
2744C0129-2026	12/12/2025	Business Crime Ins Prem	ELECTRIC FUND	275.00
2744C0129-2026	12/12/2025	Workers Comp Ins Premiums 2025/26	ELECTRIC FUND	26,456.00
2744C0129-2026	12/12/2025	Workers Comp Ins Premiums 2025/26	ELECTRIC FUND	1,636.00
2744C0129-2026	12/12/2025	Property/Auto/Equip Ins premiums 2025/26	WATER FUND	59,609.00
2744C0129-2026	12/12/2025	Liability Insurance Premiums 2025/26	WATER FUND	24,297.00
2744C0129-2026	12/12/2025	Workers Comp Ins Premiums 2025/26	WATER FUND	57,258.00
2744C0129-2026	12/12/2025	Property/Auto/Equip Ins premiums 2025/26	WPC	62,527.00
2744C0129-2026	12/12/2025	Liability Insurance Premiums 2025/26	WPC	15,098.00
2744C0129-2026	12/12/2025	Workers Comp Ins Premiums 2025/26	WPC	11,648.00
Total Travelers :				381,642.00
Trojan Technologies Corp				
200 50008752	12/05/2025	UV System Upgrade - per Quote QM0003848	WPC	8,768.00
Total Trojan Technologies Corp:				8,768.00
Tyndale Company, Inc.				
4206944	12/12/2025	1)Dragonwear Livewire bottoms@141.00/buss	ELECTRIC FUND	141.00
4206944	12/12/2025	2)Dragonwear Liwire Bottoms@141.00/Schaaf	ELECTRIC FUND	282.00
4206944	12/12/2025	1)Drifire Lightweight SS tshirt@66.00/Stephens	ELECTRIC FUND	66.00
4206944	12/12/2025	Embroidery	ELECTRIC FUND	3.00
4206944	12/12/2025	shipping	ELECTRIC FUND	37.85
4206944	12/12/2025	sales tax	ELECTRIC FUND	39.75

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
4211798	12/16/2025	1)Tyndale Core Hooded Sweatshirt@185.00/Buss	ELECTRIC FUND	185.00
4211798	12/16/2025	Embroidery	ELECTRIC FUND	3.00
4211798	12/16/2025	shipping	ELECTRIC FUND	12.95
4211798	12/16/2025	sales tax	ELECTRIC FUND	15.07
4219493	12/23/2025	2)Wrangler FR Demim Carpenter@79.00/Bletscher	ELECTRIC FUND	158.00
4219493	12/23/2025	shipping	ELECTRIC FUND	12.95
4219493	12/23/2025	sales tax	ELECTRIC FUND	12.82
Total Tyndale Company, Inc.:				969.39
Wesco Distributing, Inc.				
804648	12/19/2025	2808)CABLE 4/0 15KV 220 MIL JACKET EPR OKON 162-23-3081 4/0 ST	ELECTRIC FUND	14,881.70
Total Wesco Distributing, Inc.:				14,881.70
Western Area Power Administration				
BFPB000851125	12/11/2025	Power Bill/Nov2025	ELECTRIC FUND	37,858.68
Total Western Area Power Administration:				37,858.68
Westlake Hardware, Inc.				
10358612	12/11/2025	1)Frm Nail Angl stp@62.99	WATER FUND	62.99
10358612	12/11/2025	Sales Tax	WATER FUND	4.72
10358629	12/12/2025	2)Duct Tape @11.69	WPC	23.38
10358629	12/12/2025	1)Gorilla Silver tape @11.69	WPC	11.69
10358629	12/12/2025	2)elec Tape 3/4@4.49	WPC	8.98
10358631	12/12/2025	1)Nozzle Twist 4Bras @8.99(well5)	WATER FUND	8.99
10358631	12/12/2025	1)Nipple sch80@1.43	WATER FUND	1.43
10358631	12/12/2025	1)Nipple Sch80@1.61	WATER FUND	1.61
10358631	12/12/2025	Sales Tax	WATER FUND	.90
10358648	12/15/2025	6)Clorox @7.19	WATER FUND	43.14
10358648	12/15/2025	Sales Tax	WATER FUND	3.24
10358667	12/16/2025	12)Vinyl Tubing pvc@.89	WATER FUND	10.68
10358667	12/16/2025	4)Clorox@7.19	WATER FUND	28.76
10358667	12/16/2025	1)Umbrella Mal@10.79	WATER FUND	10.79
10358667	12/16/2025	1)Dck & Blch Spray @33.29	WATER FUND	33.29
10358667	12/16/2025	Sales Tax	WATER FUND	6.26
10358678	12/17/2025	3)Dropcloth9x12@8.63	WATER FUND	25.89
10358678	12/17/2025	3)Dawn Ultra Dish @4.49	WATER FUND	13.47
10358678	12/17/2025	Sales Tax	WATER FUND	2.95
10358679	12/17/2025	1)18-8 Splt Lockwash@15.29	WPC	15.29
10358679	12/17/2025	1)18-8Flat Wash @16.19	WPC	16.19
10358679	12/17/2025	25)Bulk Fasteners@1.16	WPC	29.00
10358679	12/17/2025	25)Bulk Fasteners @1.34	WPC	33.50
10358701	12/18/2025	1)Tool Asstd Rd @4.99	WPC	4.99
10358701	12/18/2025	1)Flex Cmb Wrench @80.99	WPC	80.99
10358701	12/18/2025	1)Tool asstd Blue @10.79	WPC	10.79
10358701	12/18/2025	1)XL-HWH Self Drill @7.19	WPC	7.19
10358701	12/18/2025	1)ACE RS Spry Pnt@6.29	WPC	6.29
10358745	12/23/2025	1)Cord Outdr 15' green @6.99	ELECTRIC FUND	6.99
10358745	12/23/2025	Sales Tax	ELECTRIC FUND	.52
10358759	12/23/2025	1)FG Wel RG-NKL@2.96	WPC	2.96
10358759	12/23/2025	1)FG Quik LK @5.39	WPC	5.39
10358759	12/23/2025	1)FG Frg Clev Grab @8.63	WPC	8.63
10358759	12/23/2025	1)FG Dbl Clev LK@8.36	WPC	8.36
10358759	12/23/2025	1)FG Quick LK@10.79	WPC	10.79
10358759	12/23/2025	1)FG-E/B Hitch RG @5.66	WPC	5.66

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10358759	12/23/2025	1)FG Anch Schkl W/Pin @7.46	WPC	7.46
10358759	12/23/2025	8)Bulk Fasteners @.76	WPC	6.08
10358759	12/23/2025	1)Bulk Fasteners @.49	WPC	.49
10358790	12/29/2025	1)Dehumidifier 35pt @260.99 (S Resv)	WATER FUND	260.99
10358790	12/29/2025	Sales Tax	WATER FUND	19.57
10358791	12/29/2025	1)Hose Flexogen 5/8x2@20.69	WATER FUND	20.69
10358791	12/29/2025	Sales Tax	WATER FUND	1.55
10358792	12/29/2025	1)Scrw Lag 5 1/6x2 1/2@15.29	ELECTRIC FUND	15.29
10358792	12/29/2025	1)Thread Rod Stl 1/4x1 @2.33	ELECTRIC FUND	2.33
10358792	12/29/2025	Sales Tax	ELECTRIC FUND	1.32
10358793	12/29/2025	1)Extn Cord 16/3@13.49	WATER FUND	13.49
10358793	12/29/2025	Sales Tax	WATER FUND	1.01
Total Westlake Hardware, Inc.:				906.96
Grand Totals:				1,599,022.39

Dated: _____

Mayor: _____

City Council: _____



JEO Consulting Group Inc.

Detailed Payment

240608.02 - Corral Crossing Housing Development

Description Construct Corral Crossing Housing Development in Beatrice Nebraska.

Payment Number 5

Pay Period 11/09/2025 to 12/15/2025

Approval Date 01/05/2026

Prime Contractor Van Kirk Brothers Contracting
1200 W Ash Street
Sutton, NE 68979

Payment Status Pending

Awarded Project Amount \$979,364.75

Authorized Amount \$987,430.07

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - GROUP A - GRADING AND EROSION CONTROL										
0020	1	LS	\$13,000.000	1.000	0.500	0.500	1.000	1.000	\$6,500.00	\$13,000.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2	LS	\$1,540.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,540.00
Bonding and Insurance										
0040	3	EA	\$5,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,800.00
Construction Entrance										
0050	4	CY	\$4.300	6,473.000	0.000	6,473.000	6,473.000	6,473.000	\$0.00	\$27,833.90
Site Grading										
0060	5	CY	\$6.250	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Excavation, Established Quantity										
0070	6	CY	\$4.200	6,600.000	0.000	3,300.000	3,300.000	3,300.000	\$0.00	\$13,860.00
Stripping and Topsoiling										
0080	7	LF	\$5.500	31.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Silt Fence, High Porosity										
0090	8	LF	\$3.500	1,506.000	0.000	1,429.000	1,429.000	1,429.000	\$0.00	\$5,001.50
Silt Fence, Low Porosity										
0100	9	EA	\$220.000	10.000	0.000	2.000	2.000	2.000	\$0.00	\$440.00
Curb Inlet Protection										
0110	10	ACRE	\$2,200.000	8.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding, Fertilizer and Mulch										
0120	11	SY	\$1.450	1,130.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										
0130	12	TONS	\$138.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$1,104.00
Rock Riprap, NDOR Type B										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	13	EA	\$100.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove and Relocate Sign										
0150	14	EA	\$532.000	0.000	0.000	1.000	1.000	1.000	\$0.00	\$532.00
Remove Tree										
0860	9000-40	CY	\$12.850	738.000	0.000	738.000	738.000	738.000	\$0.00	\$9,483.30
Earthwork Measured in Embankment - Contractor Borrow										
0870	9000-41	CY	\$11.090	2,898.000	0.000	2,898.000	2,898.000	2,898.000	\$0.00	\$32,138.82
Earthwork Measured in Embankment - Beatrice Borrow										
Section Totals:									\$6,500.00	\$110,733.52
Section: 2 - GROUP B - ROADWAY										
0160	15	LS	\$8,300.000	1.000	0.250	0.750	1.000	1.000	\$2,075.00	\$8,300.00
Mobilization										
0170	16	LS	\$3,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$3,450.00
Bonding and Insurance										
0180	17	LS	\$1,800.000	1.000	0.500	0.500	1.000	1.000	\$900.00	\$1,800.00
Temporary Traffic Control Measures										
0190	18	SF	\$1.400	35.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sidewalk										
0200	19	SY	\$14.000	367.000	0.000	72.200	72.200	72.200	\$0.00	\$1,010.80
Remove Pavement										
0210	20	SY	\$2.800	3,128.000	0.000	3,128.000	3,128.000	3,128.000	\$0.00	\$8,758.40
Subgrade Preparation										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0220	21	SY	\$62.600	3,128.000	0.000	3,128.000	3,128.000	3,128.000	\$0.00	\$195,812.80
7" Concrete Pavement										
0230	22	SF	\$6.100	9,395.000	2,996.000	4,862.000	7,858.000	7,858.000	\$18,275.60	\$47,933.80
4" Concrete Sidewalk										
0240	23	SF	\$88.000	112.000	48.000	16.000	64.000	64.000	\$4,224.00	\$5,632.00
Detectable Warning Panels										
0250	24	LF	\$31.050	139.000	0.000	54.900	54.900	54.900	\$0.00	\$1,704.65
Concrete Curb and Gutter (24"-36" wide)										
0260	25	EA	\$450.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0270	26	EA	\$311.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Valve Box to Grade										
0280	27	EA	\$400.000	6.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install End of Road Marker										
0290	28	LF	\$26.000	64.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Header										
Section Totals:									\$25,474.60	\$274,402.45
Section: 3 - GROUP C - STORM SEWER										
0300	29	LS	\$19,000.000	1.000	0.250	0.750	1.000	1.000	\$4,750.00	\$19,000.00
Mobilization										
0310	30	LS	\$1,955.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,955.00
Bonding and Insurance										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0320	31	LF	\$55.250	359.000	0.000	359.000	359.000	359.000	\$0.00	\$19,834.75
18" RCP, Class III										
0330	32	LF	\$75.750	85.000	0.000	85.000	85.000	85.000	\$0.00	\$6,438.75
24" RCP, Class III										
0340	33	LF	\$88.000	82.000	0.000	82.000	82.000	82.000	\$0.00	\$7,216.00
24" Round Equivalent (RE) RCP, Class III										
0350	34	LF	\$93.500	77.000	0.000	77.000	77.000	77.000	\$0.00	\$7,199.50
30" RCP, Class III										
0360	35	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0370	36	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										
0380	37	EA	\$1,285.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,285.00
30" RCP Flared End Section										
0390	38	EA	\$6,075.000	9.000	4.500	4.500	9.000	9.000	\$27,337.50	\$54,675.00
Curb Inlet (y=10')										
0400	39	EA	\$5,198.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,198.00
48" Dia. Storm Sewer Manhole										
0410	40	EA	\$375.000	2.000	1.000	0.000	1.000	1.000	\$375.00	\$375.00
Remove Storm Sewer Structure (< 6' deep)										
0420	41	EA	\$735.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$735.00
Connect to Existing Storm Sewer Structure										

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0430	42	EA	\$29,934.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$29,934.00
Hydrodynamic Separator										
0440	43	EA	\$6,025.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,025.00
72" Dia. Storm Sewer Manhole										
Section Totals:									\$32,462.50	\$162,093.00
Section: 4 - GROUP D – SANITARY SEWER										
0450	44	LS	\$4,950.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,950.00
Mobilization										
0460	45	LS	\$540.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$540.00
Bonding and Insurance										
0470	46	LF	\$49.500	321.000	0.000	321.000	321.000	321.000	\$0.00	\$15,889.50
8" PVC Sanitary Sewer Main, SDR 35										
0480	47	LF	\$40.000	264.000	0.000	264.000	264.000	264.000	\$0.00	\$10,560.00
4" PVC Sanitary Sewer Service, SDR 26										
0490	48	VF	\$882.000	5.000	0.000	5.000	5.000	5.000	\$0.00	\$4,410.00
48" Dia. Concrete Manhole										
0500	49	EA	\$430.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$5,160.00
10" x 4" Wye, PVC										
0510	50	LF	\$16.500	40.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove 10" Sanitary Sewer Main										
0520	51	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section Totals:									\$0.00	\$42,232.50
Section: 5 - GROUP E - ROADWAY										
0530	52	LS	\$2,475.000	1.000	0.500	0.500	1.000	1.000	\$1,237.50	\$2,475.00
Mobilization										
0540	53	LS	\$900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$900.00
Bonding and Insurance										
0550	54	LS	\$1,800.000	1.000	0.500	0.500	1.000	1.000	\$900.00	\$1,800.00
Temporary Traffic Control Measures										
0560	55	SY	\$2.800	1,002.000	0.000	1,002.000	1,002.000	1,002.000	\$0.00	\$2,805.60
Subgrade Preparation										
0570	56	SY	\$62.600	1,002.000	0.000	1,002.000	1,002.000	1,002.000	\$0.00	\$62,725.20
7" Concrete Pavement										
0580	57	EA	\$100.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
0590	58	EA	\$450.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
Section Totals:									\$2,137.50	\$70,705.80
Section: 6 - GROUP F - SANITARY SEWER										
0600	59	LS	\$4,950.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,950.00
Mobilization										
0610	60	LS	\$580.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$580.00
Bonding and Insurance										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0620	61	LF	\$49.500	124.000	0.000	124.000	124.000	124.000	\$0.00	\$6,138.00
8" PVC Sanitary Sewer Main, SDR 35										
0630	62	LF	\$40.000	309.000	0.000	309.000	309.000	309.000	\$0.00	\$12,360.00
4" PVC Sanitary Sewer Service, SDR 26										
0640	63	VF	\$887.000	21.000	0.000	21.000	21.000	21.000	\$0.00	\$18,627.00
48" Dia. Concrete Manhole										
0650	64	EA	\$430.000	4.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
10" x 4" Wye, PVC										
0660	65	EA	\$282.000	4.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
0670	66	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										
Section Totals:									\$0.00	\$45,634.00
Section: 7 - GROUP G - ROADWAY										
0680	67	LS	\$2,475.000	1.000	0.500	0.500	1.000	1.000	\$1,237.50	\$2,475.00
Mobilization										
0690	68	LS	\$2,100.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,100.00
Bonding and Insurance										
0700	69	LS	\$1,800.000	1.000	0.500	0.500	1.000	1.000	\$900.00	\$1,800.00
Temporary Traffic Control Measures										
0710	70	SY	\$2.800	2,195.000	519.880	1,529.720	2,049.600	2,049.600	\$1,455.66	\$5,738.88
Subgrade Preparation										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0720	71	SY	\$62.600	2,195.000	519.880	1,529.720	2,049.600	2,049.600	\$32,544.49	\$128,304.96
7" Concrete Pavement										
0730	72	SF	\$6.100	1,456.000	1,428.000	0.000	1,428.000	1,428.000	\$8,710.80	\$8,710.80
4" Concrete Sidewalk										
0740	73	LF	\$31.000	22.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Curb and Gutter (24"-36" wide)										
0750	74	SF	\$88.000	48.000	48.000	0.000	48.000	48.000	\$4,224.00	\$4,224.00
Detectable Warning Panels										
0760	75	EA	\$580.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0770	76	EA	\$310.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Adjust Valve Box to Grade										
0780	77	EA	\$100.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
Section Totals:									\$49,072.45	\$153,353.64
Section: 8 - GROUP H – SANITARY SEWER										
0790	78	LS	\$5,775.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,775.00
Mobilization										
0800	79	LS	\$660.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$660.00
Bonding and Insurance										
0810	80	LF	\$49.500	285.000	0.000	285.000	285.000	285.000	\$0.00	\$14,107.50
8" PVC Sanitary Sewer Main, SDR 35										

Detailed Payment:

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0820	81	LF	\$40.000	330.000	0.000	330.000	330.000	330.000	\$0.00	\$13,200.00
4" PVC Sanitary Sewer Service, SDR 26										
0830	82	VF	\$887.000	18.000	0.000	18.000	18.000	18.000	\$0.00	\$15,966.00
48" Dia. Concrete Manhole										
0840	83	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
0850	84	EA	\$723.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$723.00
Connect to Existing Sanitary Sewer Main										
Section Totals:									\$0.00	\$52,687.50
Section: Section ID - Section Description										
0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										
Section Totals:									\$0.00	\$0.00
Total Payments:									\$115,647.05	\$911,842.41

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Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	11/30/2025	12/31/2025	N/A	\$0.00	N/A	16.0 Days	\$0.00
Substantial Completion	10/31/2025	11/30/2025	N/A	\$0.00	N/A	0.0 Days	\$0.00
Total Damages:							\$0.00


Summary

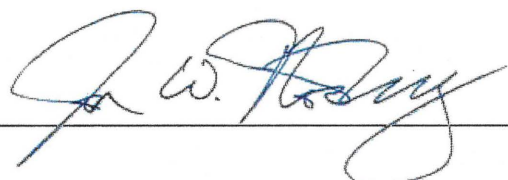
Current Approved Work:	\$115,647.05	Approved Work To Date:	\$911,842.41
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$5,782.35	Retainage To Date:	\$45,592.12
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$109,864.70	Payments To Date:	\$866,250.29
Previous Payment:	\$277,195.84	Previous Payments To Date:	\$756,385.59

Contractor's Certification

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

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

Contractor  **Date** 12-16-2025

Engineer  **Date** 12/17/2025

Owner _____ **Date** _____

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JEO Consulting Group Inc.

Detailed Payment

240608.01 - Heritage Heights Housing Development

Description Construct Heritage Heights Housing Development in Beatrice Nebraska.

Payment Number 4

Pay Period 11/09/2025 to 12/15/2025

Approval Date 01/05/2026

Prime Contractor Van Kirk Brothers Contracting
1200 W Ash Street
Sutton, NE 68979

Payment Status Pending

Awarded Project Amount \$1,324,909.05

Authorized Amount \$1,323,518.44

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section: 1 - GROUP A - GRADING AND EROSION CONTROL										
0020	1	LS	\$39,750.000	1.000	0.000	0.500	0.500	0.500	\$0.00	\$19,875.00
Mobilization										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0030	2	LS	\$6,725.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$6,725.00
Bonding and Insurance										
0040	3	EA	\$5,800.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,800.00
Construction Entrance										
0050	4	CY	\$4.750	1,740.000	0.000	1,740.000	1,740.000	1,740.000	\$0.00	\$8,265.00
Site Grading										
0060	5	CY	\$12.850	3,729.000	0.000	3,729.000	3,729.000	3,729.000	\$0.00	\$47,917.65
Earthwork Measured in Embankment (Established Quantity)										
0070	6	CY	\$2.300	12,995.000	0.000	5,000.000	5,000.000	5,000.000	\$0.00	\$11,500.00
Stripping and Topsoiling										
0080	7	LF	\$3.500	1,786.000	0.000	1,219.000	1,219.000	1,219.000	\$0.00	\$4,266.50
Silt Fence, Low Porosity										
0090	8	LF	\$5.500	30.000	0.000	30.000	30.000	30.000	\$0.00	\$165.00
Silt Fence, High Porosity										
0100	9	EA	\$220.000	8.000	0.000	2.000	2.000	2.000	\$0.00	\$440.00
Curb Inlet Protection										
0110	10	SY	\$1.450	2,011.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Erosion Control Mat										
0120	11	ACRE	\$2,200.000	7.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Seeding, Fertilizer and Mulch										
0130	12	TONS	\$138.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$1,104.00
Rock Riprap, NDOR Type B										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	13	LF	\$8.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Existing Gas Line										
0150	14	LF	\$3.750	19.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Fence										
0160	15	EA	\$605.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Tree										
0720	9000-41	CY	\$11.090	33,386.000	0.000	33,386.000	33,386.000	33,386.000	\$0.00	\$370,250.74
Earthwork Measured in Embankment - Beatrice Borrow										
Section Totals:									\$0.00	\$476,308.89
Section: 2 - GROUP B - ROADWAY										
0170	16	LS	\$15,150.000	1.000	0.500	0.000	0.500	0.500	\$7,575.00	\$7,575.00
Mobilization										
0180	17	LS	\$4,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,275.00
Bonding and Insurance										
0190	18	LS	\$1,800.000	1.000	0.250	0.000	0.250	0.250	\$450.00	\$450.00
Temporary Traffic Control Measures										
0200	19	SF	\$1.400	150.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sidewalk										
0210	20	SY	\$14.000	277.000	0.000	54.000	54.000	54.000	\$0.00	\$756.00
Remove Pavement										
0220	21	SY	\$16.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove driveway										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0230	22	LF	\$14.500	131.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Curb and Gutter										
0240	23	EA	\$54.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Detectable Warning Panels										
0250	24	SY	\$2.800	3,620.000	189.330	54.000	243.330	243.330	\$530.12	\$681.32
Subgrade Preparation										
0260	25	SY	\$65.500	3,507.000	189.330	54.000	243.330	243.330	\$12,401.12	\$15,938.12
7" Concrete Pavement										
0270	26	SY	\$58.500	113.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
6" Concrete Driveway										
0280	27	SF	\$6.100	6,980.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
4" Concrete Sidewalk										
0290	28	LF	\$18.650	131.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Curb and Gutter (24"-36" wide)										
0300	29	SF	\$88.000	104.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0310	30	EA	\$580.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0320	31	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install End of Road Marker										
0330	32	LF	\$26.000	32.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Concrete Header										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section Totals:									\$20,956.24	\$29,675.44
Section: 3 - GROUP C - STORM SEWER										
0340	33	LS	\$19,450.000	1.000	0.250	0.750	1.000	1.000	\$4,862.50	\$19,450.00
Mobilization										
0350	34	LS	\$1,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,750.00
Bonding and Insurance										
0360	35	LF	\$54.000	209.000	0.000	209.000	209.000	209.000	\$0.00	\$11,286.00
18" RCP, Class III										
0370	36	LF	\$70.000	345.000	0.000	345.000	345.000	345.000	\$0.00	\$24,150.00
24" RCP, Class III										
0380	37	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0390	38	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										
0400	39	EA	\$6,115.000	8.000	0.000	4.500	4.500	4.500	\$0.00	\$27,517.50
Curb Inlet (y=10')										
0410	40	EA	\$4,693.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,693.00
48" Dia. Storm Sewer Manhole										
0420	41	EA	\$735.000	2.000	0.000	1.000	1.000	1.000	\$0.00	\$735.00
Connect to Existing Storm Sewer Pipe										
0430	42	LF	\$14.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer Pipe										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0440	43	EA	\$115.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer FES										
0450	44	EA	\$275.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Storm Sewer Structure (< 6' deep)										
0460	45	EA	\$27,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$27,250.00
Hydrodynamic Separator										
0470	46	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
72" Dia. Storm Sewer Manhole										
0710	6.5.010	EA	\$5,785.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,785.00
60" Dia. Storm Sewer Manhole										
Section Totals:									\$4,862.50	\$124,838.50
Section: 4 - GROUP D – SANITARY SEWER										
0480	47	LS	\$8,900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$8,900.00
Mobilization										
0490	48	LS	\$1,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,275.00
Bonding and Insurance										
0500	49	LF	\$48.000	729.000	241.000	488.000	729.000	729.000	\$11,568.00	\$34,992.00
8" PVC Sanitary Sewer Main, SDR 35										
0510	50	LF	\$40.000	587.000	0.000	587.000	587.000	587.000	\$0.00	\$23,480.00
4" PVC Sanitary Sewer Service, SDR 26										
0520	51	VF	\$724.000	40.000	0.000	29.760	29.760	29.760	\$0.00	\$21,546.24
48" Dia. Concrete Manhole										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0530	52	EA	\$282.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$3,384.00
8" x 4" Wye, PVC										
0540	53	EA	\$90.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Cap, PVC										
0550	54	EA	\$695.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$695.00
Connect to Existing Sanitary Sewer Main										
0560	55	LF	\$12.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sanitary Sewer Pipe										

Section Totals: \$11,568.00 \$94,272.24

Section: 5 - GROUP E - ROADWAY

0570	56	LS	\$5,580.000	1.000	0.500	0.000	0.500	0.500	\$2,790.00	\$2,790.00
Mobilization										
0580	57	LS	\$2,110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,110.00
Bonding and Insurance										
0590	58	LS	\$1,800.000	1.000	0.250	0.000	0.250	0.250	\$450.00	\$450.00
Temporary Traffic Control Measures										
0600	59	SY	\$2.800	2,169.000	122.220	0.000	122.220	122.220	\$342.22	\$342.22
Subgrade Preparation										
0610	60	SY	\$65.500	2,169.000	122.220	0.000	122.220	122.220	\$8,005.41	\$8,005.41
7" Concrete Pavement										
0620	61	SF	\$88.000	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0630	62	EA	\$580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0640	63	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
Section Totals:									\$11,587.63	\$13,697.63
Section: 6 - GROUP F – SANITARY SEWER										
0650	64	LS	\$5,320.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,320.00
Mobilization										
0660	65	LS	\$505.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$505.00
Bonding and Insurance										
0670	66	LF	\$48.000	304.000	0.000	304.000	304.000	304.000	\$0.00	\$14,592.00
8" PVC Sanitary Sewer Main, SDR 35										
0680	67	LF	\$40.000	280.000	0.000	280.000	280.000	280.000	\$0.00	\$11,200.00
4" PVC Sanitary Sewer Service, SDR 26										
0690	68	VF	\$724.000	9.000	0.000	8.970	8.970	8.970	\$0.00	\$6,494.28
48" Dia. Concrete Manhole										
0700	69	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
Section Totals:									\$0.00	\$40,367.28
Section: Section ID - Section Description										
0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
Section Totals:									\$0.00	\$0.00
Total Payments:									\$48,974.37	\$779,159.98

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	11/30/2025	11/30/2025	N/A	\$0.00	N/A	-15.0 Days	\$0.00
Substantial Completion	10/31/2025	10/31/2025	N/A	\$0.00	N/A	-45.0 Days	\$0.00
Total Damages:							\$0.00

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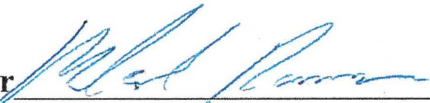
Summary

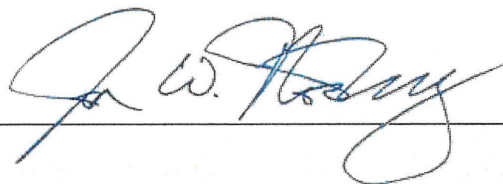
Current Approved Work:	\$48,974.37	Approved Work To Date:	\$779,159.98
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$2,448.72	Retainage To Date:	\$38,958.00
Current Retainage Released:	\$0.00	Retainage Released To Date:	\$0.00
Current Liquidated Damages:	\$0.00	Liquidated Damages To Date:	\$0.00
Current Adjustment:	\$0.00	Adjustments To Date:	\$0.00
Current Payment:	\$46,525.65	Payments To Date:	\$740,201.98
Previous Payment:	\$154,591.68	Previous Payments To Date:	\$693,676.33

Contractor's Certification

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

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

Contractor  **Date** 12-16-2025

Engineer  **Date** 12/17/2025

Owner _____ **Date** _____

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• No license fee required.
• Incomplete schedules will be returned.

1 Nebraska ID Number of County, City, or Village
393 142 / 251720

3 Location Type
 Keno Satellite
 Keno Independent Game

2 County, City, or Village Name on Form 50G
Beatrice / Gage

4 Will digital-on-premises tickets be sold at this location?
 YES NO

Sales Outlet Location Information (Attach additional sheet if necessary)

5 Nebraska ID Number
15914038

6 Federal ID or Social Security Number
39-317790

7 Type of Application:
 New Renewal Report Changes Cancel

Business Name and Location Address		Business Name and Mailing Address		
Name	The Manes Way LLC	Business Name		
Trade Name of Business (if Different Than Above)	Manes Lane's	Street or Other Mailing Address		
Street Address	2223 Court St	City	State	Zip Code
City	Beatrice NE	Nebraska Liquor License Number		

8 Type of Ownership

Sole Proprietorship Domestic Corporation Limited Liability Company Nonprofit Corporation or Organization
 Partnership Foreign Corporation Domesticated Corporation Other _____

Your Social Security number and date of birth are required under the [Nebraska County and City Lottery Act](#) and will be used to request criminal history information from law enforcement agencies to determine if the legal requirements for a lottery sales outlet location's license are met.

9 List the Social Security number, full name, home address, date of birth, type of involvement, and percentage of ownership for each of the following persons involved with the applicant.

a. If a sole proprietorship, list the individual owner.
b. If a partnership, list each partner and spouse.
c. If a corporation, list each officer and spouse and each person holding 10% or more of the debt or equity of the applicant corporation. If any person holding 10% or more of the debt or equity of the applicant corporation is a partnership, limited liability company, or corporation, list each partner of such partnership, each member of such limited liability company, or each officer of such corporation and every person holding 10% or more of the debt or equity of any such partnership, limited liability company or corporation.
d. If a limited liability company, list each member and spouse.
e. If a nonprofit organization or nonprofit corporation, list each officer and the individual designated as manager.
(Attach additional sheet if necessary)

Social Security Number	Name, Address, City, State, Zip Code (See instructions)	Date of Birth	Type of Involvement and Percentage of Ownership
507-11-9013	Michelle Manes 313 W Belvedere Ave Beatrice NE 68310	4-30-68	100%

10 Does any person other than those listed in line 9 above have any ownership interest in the license applicant? (See instructions)
 Yes No

If Yes, in the case of an individual, identify the Social Security number, full name, home address, date of birth, type of ownership interest of each such individual. In the case of a business, identify the federal employer ID number, business name, address, and type of ownership interest of each such business. (Attach additional sheet if necessary)

11a Has anyone listed in line 9 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony or misdemeanor at any time involving any gambling activity, fraud, theft, willful failure to make required payments or reports, or filing false reports with a governmental agency at any level? This includes shoplifting or issuing bad checks.
 Yes No If Yes, see instructions.

11b Has anyone listed in line 9 ever been convicted of, forfeited bond upon a charge of, or pled guilty or nolo contendere to any felony other than that described in line 10a within 10 years preceding the date of this application?
 Yes No If Yes, see instructions.

13 Do any of the individuals listed in line 9 above have a financial interest, directly or indirectly, in any company licensed as a manufacturer or distributor pursuant to the [Nebraska Bingo Act](#) or the [Nebraska Pickle Card Lottery Act](#) or in any company licensed as a manufacturer-distributor pursuant to the [Nebraska County and City Lottery Act](#)?
 Yes No If Yes, attach a detailed explanation of such interests.

14 Does any member of the governing board or any governing official of the county, city, or village named in this application have any financial interest, directly or indirectly, in the business named in this application?
 Yes No If Yes, attach a detailed explanation of such interests.

15 Do any of the individuals listed in line 9 above currently hold or have they previously held any other licenses issued under the [Nebraska Bingo Act](#), the [Nebraska Pickle Card Lottery Act](#), the [Nebraska Lottery and Raffle Act](#), or the [Nebraska County and City Lottery Act](#)?
 Yes No If Yes, indicate the types of licenses, and their current status (active, suspended, cancelled, revoked, or expired).

Under penalties of law, I declare that I have examined this application, and to the best of my knowledge and belief, it is correct. I will comply with the provisions of the [Nebraska County and City Lottery Act](#) and the regulations adopted under such Act.

sign here Michelle Manes Title Owner Date 12/11/25 Daytime Phone Number 402-520-2293

Signature of Sales Outlet Location Owner, Member, Partner, Officer, or Person Authorized by Attached Power of Attorney

Name of Person to Contact Regarding This Application:
Name Michelle Manes Title Owner Daytime Phone Number 402-520-2293

Authorization - Signature of Governing Official
Attach documentation indicating approval of location by governing board of the county, city, or village and a copy of the site agreement.

sign here _____ Title _____ Date _____ Daytime Phone Number _____

I declare that I have examined this application, and authorize the applicant to conduct a lottery on behalf of the county, city, or village named in this application.

Retain a copy for your records.

This Satellite Lease and Operating Agreement is between EHPV Lottery Services LLC dba Big Red Keno, 11248 John Galt Boulevard, Omaha, NE 68137 and the undersigned "Satellite". In this Agreement: (i) "we", "us" and "our" means and refers to EHPV Lottery Services LLC; (ii) "you" and "your" means and refers to the undersigned Satellite and any successor-in-interest to the business of the undersigned Satellite; (iii) "Premises" means the location specified below and any new location to which your business is moved or expanded; (iv) "Game" means the legal gambling activities contemplated by this Agreement; (v) "Equipment" means any computer(s), input terminal(s), display device(s), communication device(s), and other equipment that we place at the Premises; (vi) "Supplies" means ticket stock, bet slips and other items of personal property necessary to play the Game; (vii) "Handle" means the amount wagered on the Game at the Premises; (viii) "Game Rules" means rules as stated in the current paybook and rules we develop or implement from time to time for conduct of the Game, all of which are made a part of this Agreement; (ix) "Game Funds" means all proceeds of wagers, whether or not accepted in violation of this Agreement and any other funds we provide; (x) "Scheduled Expiration Date" means the last day that this Agreement may be effective, taking into account all possible Renewal Terms; (xi) "Community" means the City of Beatrice and any political subdivisions with which it has an interlocal agreement under the Nebraska County and City Lottery Act as their interests may appear.

1. Lease. You hereby lease to us space within the Premises specified below. That space will be as mutually agreed and will in any event be sufficient to allow play of the Game and placement of the Equipment in a manner that is convenient for your customers. You agree that we may enter the Premises at any time during your normal business hours for purposes of inspecting or repairing the Equipment, viewing the manner in which the Game is offered, reviewing Game records, conducting Game audits, or exercising our rights under Section 7.

2. Compliance with Law. You agree to: (a) obtain and maintain in effect during the term of this Agreement all necessary and applicable licenses, permits, and approvals (including, but not limited to, a federal wagering stamp, a sales outlet location license, and any necessary licenses for your staff); and (b) comply with all "Regulatory Requirements" which include, but are not limited to, all applicable laws, regulations, ordinances, resolutions, rules and rulings promulgated by any federal, state or local government or any court, agency, instrumentality or official, and specifically including, but not limited to, the lottery operator agreement or similar agreement between us and the Community, and related rules, agreements, memoranda of understanding, resolutions and actions, and the Nebraska County and City Lottery Act and regulations promulgated pursuant thereto, all as now existing or hereafter amended, adopted or replaced, and whether applicable to conducting the Game at the Premises, the operation of your business or otherwise.

3. Rent. We will pay you rent equal to 4.5% of the first \$15,000 of Handle per week, 6.5% of any amount over \$15,000 of Handle per week. We will pay rent at least twice each month on settlement dates we choose. If we pay rent based on a period shorter or longer than one week, we may prorate or multiply the \$15,000 threshold to fit that period. We may withhold or offset rent against any amounts you owe us or our affiliates under this Agreement or otherwise. If there is a change in Regulatory Requirements or other change in circumstances that we consider to be adverse, we may decrease the amount of rent due hereunder upon 45 days' prior written notice to you.

4. Staffing. You agree to supervise and be responsible for the staffing necessary at the Premises for customers to play the Game, and to require your staff to comply with all Game Rules and Regulatory Requirements. Staff members who have not been trained or approved by us or who have not been appropriately licensed are not permitted to have any duties with respect to the Game.

5. Your Obligations. You agree to comply with and perform all of your obligations under the Game Rules and this Agreement. You agree to: (a) maintain (or reimburse us for) electrical power and communications services designated by us; (b) operate your business and the Premises in a clean, safe, orderly, lawful and respectable manner and condition, with no adverse changes as compared to when you became a sales outlet location for the Game; (c) maintain current, complete and accurate records pertaining to your business and transactions related to the Game and give us and relevant government officials access thereto promptly on request; (d) maintain commercially reasonable public liability insurance naming us as an additional insured and provide us with certificates evidencing the same on request; (e) pay all applicable taxes pertaining to conduct of the Game at the Premises (including, but not limited to, federal, state and local excise and occupational taxes); (f) use your best efforts to detect and prevent cheating with respect to the Game and tampering with the Equipment and Supplies and immediately report the same or your reasonable suspicions related thereto to us; and (g) maintain the confidentiality of all materials and information that we provide to you and return the same to us upon termination of this Agreement. You represent and agree that you have and will maintain all third party approvals necessary for you to perform under this Agreement. You are to meet all of your obligations under this Agreement at your expense, except as expressly provided in this Agreement.

6. Our Obligations. So long as you comply with this Agreement, we agree that you may be a sales outlet location for the Game. We will, at our own expense: (a) maintain any necessary central computer for the Game; (b) provide you with Equipment and Supplies and such construction as we determine to be necessary for the installation of the Game at the Premises; (c) repair (and, if necessary, replace) defective Equipment and insure (or self-insure) the same; (d) train your staff in the operation of the Equipment; and (e) market the Game as we deem appropriate (e.g., through on-Premises signs). We do not guarantee that operation of the Game or the Equipment will be uninterrupted or error-free. We will not be considered in default if our performance is prevented due to a cause beyond our control, including, but not limited to, computer and communications failures.

7. Equipment. All Equipment remains our property, is not considered fixtures and must be returned to us immediately upon any termination or discontinuation pursuant to Sections 14 or 15. We may add to, remove, or alter all or any of the Equipment at any time. You agree to use due care to safeguard the Equipment and agree to notify us immediately if any of it is lost, stolen, damaged, or destroyed or appears to be malfunctioning. You agree to reimburse us for any losses sustained as a result of your failure to comply with the foregoing or the negligence or intentional misconduct of you or your staff or customers.

8. Marketing and Protection of Marks. You agree to prominently display the promotional and informational material we provide regarding the Game. You acknowledge that the name "Big Red Keno", the "Big Red" ball, and any other names, marks, slogans and similar materials that we may publish or distribute (the "Marks") are our property, whether or not registered, and you agree not to take any action to impair our ownership or the value thereof, or to bring the same into disrepute. You agree to obtain our prior written approval before you advertise or promote the Game or use the Marks.

9. Conduct of the Game. You agree to make the Game available to your customers during your normal business hours. You agree to use reasonable efforts to ensure that persons playing the Game on the Premises are limited to customers physically present on the Premises. Except in the case of tickets written for 21 or more consecutive games, you should require customers to redeem all winning tickets immediately after the last game to which they relate and before the calling of the next game. You should redeem all winning tickets in the presence of all customers having purchased tickets at the Premises for the games to which such tickets relate, and you should not permit customers to purchase tickets, leave the Premises and return later for redemption. In the case of tickets written for 21 or more consecutive games, you may permit delayed redemption in accordance with the Game Rules.

10. Game Funds. You will require all wagers on the Game to be paid in valid U.S. currency (or by any means allowed under law) at the time they are made. All Game Funds are our sole and exclusive property. If you cash checks for customers, you will do so separately and at your own risk and will not accept checks in our name. You agree to: (a) hold Game Funds in trust for us; (b) keep Game Funds separate from your funds while in your possession; and (c) prevent any of your creditors or other third parties from seizing or otherwise enforcing any lien, claim or other interest in Game Funds. All Game Funds, less prizes paid by you in accordance with the Game Rules, will be deposited no later than noon of the first banking day after receipt into a separate bank account that we have approved. If the bank account is other than our account, we may transfer the balance of that account to our account as often as daily and you agree to sign a funds transfer agreement to permit the same. We are entitled to immediate payment of any deposit of Game Funds not made when due or for any non-cash wager proceeds that you accept. Interest will accrue thereon at the lesser of 24% per annum or the highest lawful rate until paid.

11. Term. This Agreement is effective through the end of the current term of the lottery operator agreement between us and the Community and is thereafter automatically renewed for up to three additional consecutive renewal terms of five years each (each a "Renewal Term") unless we have given you written notice of non-renewal of this Agreement any time before the commencement of the next Renewal Term. Sections 5(c), 5(e), 5(g), 12, 13, and 16 will survive any termination of this Agreement.

SUBJECT TO TERMS ON REVERSE

12. Expanded Gambling. If additional gambling activities are legalized in the future and you wish to offer those activities at the Premises, we agree to use our best efforts to make those activities available to you on mutually agreed terms. If we are unable to do so for any reason within six months after your written request for such legal gambling activities, you may discontinue your obligation to staff the Game in accordance with Section 14. In return for the foregoing and our other obligations herein, and in view of our significant capital investment in reliance hereon, you agree not to permit anyone other than us to offer, supply or install gambling activities (other than paper pickle cards as allowed by the Nebraska Pickle Card Lottery Act on the date this Agreement is signed by us) at the Premises under any circumstances before the Scheduled Expiration Date of this Agreement.

13. Indemnity. You will indemnify, defend and hold us, the Community, and our and their respective employees, agents and affiliates, harmless from and against any and all losses, costs, claims, expenses (including reasonable attorneys' fees) and damages arising out of or related to in whole or in part: (a) your breach of this Agreement; or (b) any actual or alleged acts or omissions by you, your staff, or your customers; or (c) any actual or alleged conduct of your business or the condition of the Premises or any adjoining areas (including parking areas). We will not, however, be entitled to such indemnity if the proven sole proximate cause of damages was our own negligence or willful misconduct.

14. Your Right to Terminate or Discontinue. You may terminate this Agreement early if we materially default hereunder, and fail to cure our default within 30 days after receipt of written notice from you, specifying our default to be corrected. You may discontinue your responsibility to staff the Game: (a) if we propose a rent reduction pursuant to Section 3 and you give us written notice that you reject the same within 15 days after your receipt thereof; (b) if you determine, reasonably and in good faith, that continued staffing would be unprofitable; or (c) if we are unable to provide you, under Section 12, with additional gambling activities that you desire. Discontinuation of staffing does not terminate this Agreement. We may, but are not required to, staff the Game at the Premises if you discontinue staffing. In such event, we may deduct the cost thereof from the rent due. If you discontinue staffing, any recommencement thereof by you is subject to approval by us and applicable government authorities. Your right to terminate this Agreement or discontinue staffing under this Section is your exclusive remedy for our breach of this Agreement, and is in lieu of any other rights and remedies which you may have at law or equity.

15. Our Right to Terminate or Discontinue. We may terminate this Agreement early or discontinue our responsibilities under Section 6 without causing a termination hereof if: (a) you or your staff fail to comply with Section 2 or Section 10 in any respect, or your license to act as a sales outlet location is denied or revoked; (b) you otherwise materially default hereunder, and fail to cure the same within 30 days after receipt of written notice from us; (c) you discontinue staffing for any reason; (d) a material adverse change occurs in your business, financial or other condition, in our good faith determination; (e) there is a change in ownership of your business or you transfer your interest in, or discontinue business at, the Premises; (f) you have less than \$700 in Handle per week on average during any calendar quarter; or (g) we determine in good faith that a change in Regulatory Requirements will make continuation of our responsibilities hereunder impractical, impossible, or unprofitable.

16. Our Remedies. If we terminate this Agreement early or exercise our right to discontinue our obligations in accordance with Section 15, we will be entitled to recover our damages, in addition to our other rights and remedies at law and in equity. Our damages are deemed to be no less than the product of: (i) the number of weeks remaining until the Scheduled Expiration Date; multiplied by (ii) eight percent (8%) of your average Handle per week (averaged for the period beginning 36 months and ending 12 months before the event giving rise to such termination or discontinuance; if the Game at the Premises continued for less than 15 months, we will use the average for the first half of such period). We are not, however, entitled to damages if our termination or discontinuance was based solely on: (A) Section 15(f); or (B) Section 15(c) or 15(e) provided that you otherwise continue to comply with the terms of this Agreement until the Scheduled Expiration Date (including, but not limited to, your obligation not to permit additional gambling activities under Section 12, even in circumstances where we are unable to provide you with the additional gambling activities that you desire). You further agree that we are entitled to specific performance and/or injunctive relief to enforce the terms hereof, including, but not limited to, injunctive relief against third parties with respect to violations pertaining to Section 12. As security for your performance of Section 12 and payment of our damages, you hereby grant us a security interest in and assign to us any rents or other payments due under any lease or other agreement and any other revenues to which you may be entitled with respect to other gambling activities on the Premises and you also hereby grant us a power of attorney to sign and file on your behalf any financing statement or other document related to such security interest.

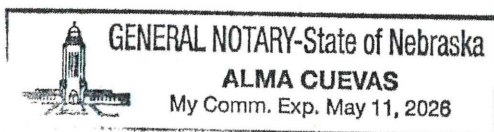
17. Miscellaneous. This Agreement: (a) is a continuation of any prior existing lease we may have with regard to the Premises; (b) supersedes the terms of any and all such leases and is the exclusive statement of the agreement of the parties with respect to the subject matter hereof; (c) may not be amended except in writing executed by the parties; and (d) is interpreted and enforced in accordance with the laws of Nebraska. This Agreement binds the undersigned Satellite, the individual signing this Agreement, the Premises, any successor-in-interest to the business of the undersigned Satellite, and any new location to which your business is moved or expanded, through the Scheduled Expiration Date, unless terminated earlier as provided herein, and the provisions of this Agreement which survive termination continue to bind such persons and locations after termination. If any provision of this Agreement is unenforceable, the remaining provisions remain in effect. No waiver hereunder (whether by course of conduct or otherwise) is effective unless in writing and no waiver is considered a waiver of any other or further default. Our nonenforcement or waiver of any provision under any similar agreement(s) is not deemed a waiver of any provision under this Agreement. The parties intend their relationship under this Agreement to be that of independent contractors and not employees, agents, joint venturers, or partners; neither party has the power or authority to bind the other. Notices hereunder are given in writing by personal delivery or certified mail, addressed to the parties at the addresses set forth herein and are deemed given upon receipt.

Satellite Name: <u>The Manes Way LLC</u> <u>dba: Manes Lanes</u> Premises Address: <u>2223 Court St</u> <u>Beatrice NE 68310</u> <small>(Premises legal description will be attached as Attachment A)</small>	I have read and understand this Agreement (Front and Back) and am signing on behalf of myself and the Satellite named herein. By: <u>Michelle Manes</u> Print Name: <u>Michelle Manes</u> Title: <u>owner</u>
---	--

State of Nebraska, Co. of <u>Wage</u> ss: This instrument was acknowledged before me on <u>12/11/25</u> by <u>Michelle Manes</u> the <u>Owner</u> of <u>The Manes Way LLC dba: Manes Lanes</u> a <u>Nebraska LLC</u> on behalf of the <u>LLC</u> <u>Alma Cuevas</u> Notary	Accepted: EHPV Lottery Services LLC By: <u>Robert Reck</u> Officer of EHPV Lottery Services LLC Print Name: <u>Robert Reck</u> Dated: <u>12-11-25</u>
---	---

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SUBJECT TO TERMS ON REVERSE





CITY OF BEATRICE, NEBRASKA
PUBLIC FUNDING REQUEST
APPLICATION

Date Submitted: 12/12/25 Requesting Funding for (select one): [X] EVENT or [] ITEM

Name of organization/person making the request: Rotary Club of Beatrice

EVENTS

(requests for ITEMS skip to ITEMS section)

Formal name of event: Patriotic Beatrice - 4th of July Fireworks

Date of event: 7/3/26

Is this a new event, annual event, or regularly scheduled event: Annual but special because of 250 Birthday

Detailed description of the event: Fireworks show @ high school, kids bike parade, pet parade, Food served by the American Legion, Live music (planned need to finalize). Goal to make the show comparable to Seward's show.

Detail any In Kind Services requested from the City of Beatrice:

ITEMS

(Items requested to be funded shall be owned by the City)

Item requested:

Date item needed by:

Detailed description of the item and its purpose (include location, usage, and other details):

Detail any In Kind Services requested from the City of Beatrice:

FUNDING/COSTS

(The City will only fund up to 25% of the total cost of any event or item)

Table with 2 columns: Description and Amount. Rows include: Funds requested from City of Beatrice: \$6,000; Funds from other sources (not the City): \$18,000; TOTAL: \$24,000.

APPLICATION PROCESS

Applications must be received by the first business day of January, April, July, and October. The City Administrator shall determine if the application meets the guidelines within ten (10) business days following receipt by the City Clerk. Should the City Administrator need further information and/or documentation from the Applicant, the deadline for determination, set forth above, shall be extended an additional five (5) business days following the date of receipt of the additional information and/or documentation requested. Applications that are determined to satisfy the guidelines shall be submitted to the Beatrice City Council for consideration.

LIMITATIONS ON EVENT FUNDING

The City shall not fund any event in which: (1) both the spectators and participants must pay an entrance fee; (2) the spectating portion of the event occurs outside the City limits; or (3) where the total funding by sources other than the City of Beatrice, exceeds the actual costs of the event.

REIMBURSEMENT FOR APPROVED EVENTS/ITEMS

Events/items approved for funding shall be paid for upon presentation of receipt or invoice for the costs of the event or item to the City Clerk who shall check for conformity with the original funding request approved by the City Council before releasing funds. Funds shall be distributed in the amount of the receipt or invoice, and only up to the amount approved by the City Council.

The City Administrator may require additional information regarding the funding request.

FOR OFFICE USE ONLY


Estimated funding source:

_____ **Keno Funds:** community betterment purposes as defined in Neb.Rev.Stat. § 9-604. Community betterment purposes means:

- (a) benefiting persons by enhancing their opportunity for educational advancement, by relieving or protecting them from disease, suffering, or distress, by contributing to their physical well-being, by assisting them in establishing themselves in life as worthy and useful citizens, by providing them with opportunities to contribute to the betterment of the community, or by increasing their comprehension of and devotion to the principles upon which this nation was founded;
- (b) initiating, performing, or fostering worthy public works or enabling or furthering the erection or maintenance of public structures; or
- (c) lessening the burdens borne by government or voluntarily supporting, augmenting, or supplementing services which government would normally render to the people.
- (d) Community betterment purposes shall not include any activity consisting of an attempt to influence legislation or participate in any political campaign on behalf of any elected official or person who is or has been a candidate for public office.

_____ **Lodging Tax:** to promote the public health, safety, morals, security, prosperity, contentment, and the general welfare of all inhabitants of the City of Beatrice.

Estimated cost of City's In Kind Services: \$ varies

Reviewed by:  Date: 12-17-25

CITY COUNCIL RECOMMENDATION this _____ day of _____, 20____. Approved Denied

RESOLUTION NUMBER ____

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has requested to add an additional member to the Beatrice Housing Authority Board; and

WHEREAS, the Mayor and City Council desire to appoint Craig Zarybnicky to the Beatrice Housing Authority Board.

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

SECTION 1. That Craig Zarybnicky be and hereby is appointed to the Beatrice Housing Authority Board for a term to expire March 1, 2031.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

(no subject)

Beatrice Housing Agency <bha@beatrice.ne.gov>
To: Erin Saathoff <esaathoff@beatrice.ne.gov>

Mon, Dec 15, 2025 at 1:52 PM

Yes, that is correct. HUD would like me to have one more. I think I might be having one go off,, just a rumor

Thanks

Lynn

On Mon, Dec 15, 2025 at 12:00 PM Erin Saathoff <esaathoff@beatrice.ne.gov> wrote:
So you should have 6 total board members & the resident advisor?

On Mon, Dec 15, 2025 at 11:55 AM Beatrice Housing Agency <bha@beatrice.ne.gov> wrote:
He is not replacing anyone . Just need another board member

THanks

Lynn

On Mon, Dec 15, 2025 at 11:49 AM Erin Saathoff <esaathoff@beatrice.ne.gov> wrote:
Who is he replacing? I have the following:

Vickie Hunnicutt	Resident Advisor		3/1/2027
Larry Ramsey			3/1/2026
Cheryl Wirth			3/1/2027
Tammy Brown			3/1/2028
Sherrie Beekman			3/1/2029
Karla Hopkins			3/1/2030

On Mon, Dec 15, 2025 at 8:26 AM Beatrice Housing Agency <bha@beatrice.ne.gov> wrote:
Craig Zarbinecky has agreed to serve on the Beatrice Housing Board. Would you please add him to the agenda of the next meeting. This is the only information I have for him. He would just be a new board member
craig@homesteadland.com PH: 402-520-0650..... C

Thank you

Lynn Remmers

ATTENTION ELECTED OFFICIALS: A "Reply to All" on this e-mail could lead to violations of the Nebraska Open Meetings Act. Please reply only to the sender.

CONFIDENTIAL NOTICE: The information contained in this electronic mail transmission (including any accompanying attachments) is intended solely for its authorized recipient(s), and may be confidential and/or legally privileged. If you are not an intended recipient, or responsible for delivering some or all of this transmission to an intended recipient, you have received this transmission in error and are hereby notified that you are strictly prohibited from reading, copying, printing, distributing or disclosing any of the information contained in it. If you have received this in error, please reply immediately to the sender and delete the original and all copies of this transmission (including attachments) without reading or saving in any manner. Thank you.

--

RESOLUTION NUMBER ____

WHEREAS, Trevor Chadwick has resigned from his position on the City of Beatrice Citizens Advisory Review Committee; and

WHEREAS, the City of Beatrice has a need to fill a position on the Citizens Advisory Review Committee; and

WHEREAS, the Mayor and City Council desire to appoint Julie Feist to the Citizens Advisory Review Committee.

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

SECTION 1. That Julie Feist be and hereby is appointed to the Citizens Advisory Review Committee for a term ending October 1, 2030.

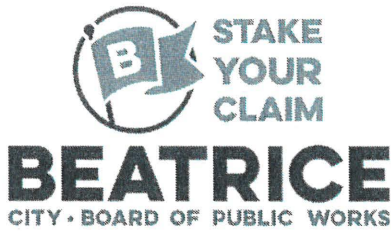
SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 30, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager
SUBJECT: Pickleball Association Donation Agreement **EXHIBIT(S):**

The Pickleball Association wants to install a shade structure over the new seating area. The bid for the shade structure and installation is \$42,406. The Pickleball Association has raised \$30,000 for this project. The proposed donation agreement requires the Pickleball Association to pay the City \$30,000 today and pay the remaining \$12,406 balance by December 31, 2028.

RESOLUTION NUMBER _____

WHEREAS, the Beatrice Pickleball Association has pledged to donate funds to be used for the construction of a shade structure over the seating area of the pickleball courts located at Chautauqua Park in Beatrice, Nebraska.

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 Donation Agreement between the City of Beatrice, Nebraska and the Beatrice Pickleball Association, regarding the donation from Beatrice Pickleball Association to be used for the construction of a shade structure over the seating area of the pickleball courts located at Chautauqua Park in Beatrice, Nebraska. A copy of the Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this ___ day of _____, 2026, by and between the CITY OF BEATRICE, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", and the BEATRICE PICKLEBALL ASSOCIATION, hereinafter referred to as "BPA".

WITNESSETH:

WHEREAS, the BPA has pledged to donate Forty-Two Thousand Four Hundred Six Dollars (\$42,406.00) for use in the construction of shade structures over the seating area of the pickleball courts located at Chautauqua Park in Beatrice, Nebraska; and

WHEREAS, the City shall own the above-mentioned shading structures and shall be responsible for the construction, maintenance, and operation thereof; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City and BPA agree as follows:

1. Donation. The BPA pledges to donate Thirty Thousand Dollars (\$30,000.00) to the City of Beatrice for the construction of shade structures over the seating area of the pickleball courts located at Chautauqua Park in Beatrice at the time of signing this Agreement. BPA's initial Thirty Thousand Dollar (\$30,000.00) payment shall include the Twenty-Five Thousand Dollars (\$25,000.00) of grant funding the City received from the Margaret and Martha Thomas Foundation that the City is already in receipt of. BPA further pledges to donate the remaining Twelve Thousand Four Hundred Six Dollars (\$12,406.00) by no later than December 31, 2028.

2. Construction and Maintenance. The City shall be responsible for the construction, maintenance, and general operations of the shade structures at its sole cost and expense. The City agrees that the entirety of the donation from BPA shall be allocated to the construction, maintenance and operation of the shade structures.

IN WITNESS WHEREOF, the City and BPA have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

Attest:

THE CITY OF BEATRICE, NEBRASKA
a Municipal Corporation

Erin Saathoff, CMC, City Clerk

Robert Morgan, Mayor

Witness:

BEATRICE PICKLEBALL ASSOCIATION

Dawn Long
Secretary

By *Joni Bruhn*
President



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 23, 2025

FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager

SUBJECT: Library Foundation Donation Agreement **EXHIBIT(S):**

An employee at the library, Morgan Fox, wants to pursue her Master's in Library Science. The City has a Continuing Education Policy where the City will reimburse the employee eighty percent (80%) of the costs for tuition and books. If the employee leaves when in the first two (2) years then the employee must repay a portion of the costs paid by the City.

The Library Foundation has agreed to cover the City's reimbursement for Morgan's education. The Donation Agreement between the City and the Library Foundation states that the Foundation will donate to the City, the City's share of Morgan's education costs. Also, if Morgan were to leave employment and have to repay the City for any portion of her education reimbursement then the City agrees to repay those funds to the Foundation.

RESOLUTION NUMBER _____

WHEREAS, Morgan Fox (“Employee”), a current employee of the City of Beatrice, Nebraska (“City”), has applied to and been accepted into an educational program at Emporia State University; and

WHEREAS, pursuant to the Educational Assistance Agreement between the City and Employee, the City has agreed to reimburse Employee eighty percent (80%) of tuition and book costs for classes and training pursuant to the City’s Continuing Education Policy, subject to certain conditions; and

WHEREAS, the Beatrice Public Library Foundation, Inc., a Nebraska nonprofit corporation, has pledged to donate to City an amount equal to the City’s eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University.

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 Donation Agreement between the City of Beatrice, Nebraska and the Beatrice Public Library Foundation, Inc., regarding the donation from Beatrice Public Library Foundation, Inc., to be used to reimburse the City for the City’s eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University. A copy of the Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this ___ day of _____, 2026, by and between the CITY OF BEATRICE, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", and the BEATRICE PUBLIC LIBRARY FOUNDATION, INC., a Nebraska Nonprofit Corporation, hereinafter referred to as "Foundation".

WITNESSETH:

WHEREAS, Morgan Fox ("Employee"), a current employee of the City, has applied to and been accepted into an educational program at Emporia State University; and

WHEREAS, pursuant to the Educational Assistance Agreement between the City and Employee, the City has agreed to reimburse Employee eighty percent (80%) of tuition and book costs for classes and training pursuant to the City's Continuing Education Policy, subject to certain conditions; and

WHEREAS, the Foundation has pledged to donate to City an amount equal to the City's eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City and Foundation agree as follows:

1. **Donation.** The Foundation pledges to donate to City an amount equal to the City's eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University. The price of tuition and required books is unknown at this time but will be reimbursed at a rate of eighty percent (80%) upon documented receipt being provided to the Foundation by the City and successful completion of the course.

2. **Remittance to Foundation.** Pursuant to the Educational Assistance Agreement between the City and Employee, if Employee voluntarily resigns her employment with the City, or if the City terminates her employment, within two (2) years following completion of the course(s), Employee shall immediately repay, without demand, an amount equal to twenty-five percent (25%) of the educational assistance provided for each six-month period of the two-year obligation that remains unfulfilled, together with accrued interest at the rate of two percent (2%) per annum (the "Tuition Repayment Obligation").

If the Tuition Repayment Obligation becomes due under the Educational Assistance Agreement, the City shall remit to the Foundation all amounts recovered from Employee pursuant to that obligation.

IN WITNESS WHEREOF, the City and Foundation have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

Attest:

THE CITY OF BEATRICE, NEBRASKA
a Municipal Corporation

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Witness:

BEATRICE PUBLIC LIBRARY FOUNDATION, INC.,
a Nebraska Nonprofit Corporation

X Janet A. Byars
Secretary

X By [Signature]
President

RESOLUTION NUMBER _____

WHEREAS, the Beatrice Girls Softball Association has pledged to donate funds to be used for the expansion of the concession stand located at Hannibal Park in Beatrice, Nebraska.

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 Donation Agreement between the City of Beatrice, Nebraska and the Beatrice Girls Softball Association, regarding the donation from Beatrice Girls Softball Association for the expansion of the concession stand located at Hannibal Park in Beatrice, Nebraska. A copy of the Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this ___ day of _____, 202___, by and between the CITY OF BEATRICE, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", and the BEATRICE GIRLS SOFTBALL ASSOCIATION, hereinafter referred to as "BGSA".

WITNESSETH:

WHEREAS, the BGSA has pledged to donate Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00) over a period of one (1) year for use in the expansion of the concession stand located at Hannibal Park in Beatrice, Nebraska; and

WHEREAS, the City owns the above-mentioned concession stand and is responsible for the construction and maintenance thereof; and

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City and BGSA agree as follows:

1. Donation. The BGSA pledges to donate a total of Twenty-Nine Thousand Seven Hundred Dollars (\$29,700.00) to the City over a period of one (1) year for use in the expansion of the concession stand located at Hannibal Park in Beatrice, Nebraska. The BGSA shall pay the City Fifteen Thousand Dollars (\$15,000.00) upon the execution of this Agreement. BGSA agrees to donate the remaining Fourteen Thousand Seven Hundred Dollars (\$14,700.00) to the City by no later than December 31, 2026.

2. Construction and Maintenance. The City shall be responsible for the construction and maintenance of said concession stand at its sole cost and expense. The City agrees that the entirety of the donation from BGSA shall be allocated to the expansion of said concession stand.

IN WITNESS WHEREOF, the City and BGSA have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

Attest:

THE CITY OF BEATRICE, NEBRASKA
a Municipal Corporation

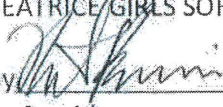
Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Witness:

BEATRICE GIRLS SOFTBALL ASSOCIATION

Secretary

By  _____
President

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) is required by the Nebraska Department of Water, Energy, and Environment (“DWE”) to comply with a Municipal Separate Storm Sewer System (“MS4”) Permit; and

WHEREAS, the City requires MS4 Compliance Assistance Services; and

WHEREAS, JEO Consulting Group, Inc., (“JEO”) provides such services; and

WHEREAS, the City desires to retain JEO to perform MS4 Compliance Assistance Services during FY26.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Agreement for Professional Services retaining JEO to perform MS4 Compliance Assistance Services during FY26. 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 herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of December 15, 2025 between City of Beatrice, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Beatrice MS4 Support 2026 ("Project").

JEO Project Number: R252123.00

Owner and Engineer further agree as follows:

ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 Owner Responsibilities

- A. Owner responsibilities are outlined in Section 3 of Exhibit B below.

ARTICLE 3 - COMPENSATION

3.01 Compensation

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$28,000.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services- separate document

Exhibit B – General Conditions

4.02 Total Agreement

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Beatrice, NE

Engineer: JEO Consulting Group, Inc.

By: _____



By: Terrence Lage

Title: _____

Title: Assistant Stormwater Program Manager

Date Signed: _____

Date Signed: 12/15/2025

Address for giving notices:

Address for giving notices:

City of Beatrice

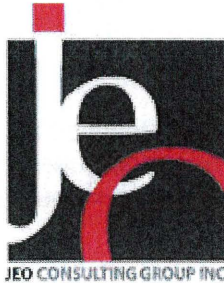
JEO Consulting Group, Inc.

400 Ella Street

1937 North Chestnut Street

Beatrice, NE 68310

Wahoo, NE 68066



**Exhibit A
SCOPE OF SERVICES**

Beatrice MS4 Support 2026
City of Beatrice, NE
JEO Project No. R252123.00
 Revision 04 | 12.15.2025

RE: Beatrice MS4 Support 2026

PROJECT DESCRIPTION:

The City of Beatrice ("City") is required by the Nebraska Department Water, Energy, & Environment (DWEE) and the Environmental Protection Agency (EPA) to comply with a Municipal Separate Storm Sewer System (MS4) permit. JEO has developed a scope of services to assist the City with updating its Stormwater Management Plan (SWMP), compiling the 2025 Annual Report, and furthering the development of the post-construction administrative, implementation and reporting program. JEO will work with the City to complete the following tasks:

Project Tasks

Task 1 | Prepare 2025 MS4 Annual Report

JEO will work with City staff to collect the 2025 stormwater management program implementation information to produce the 2025 MS4 Annual Report. This will include the following task activities:

- JEO will collect and organize information gathered from City staff related to each of the six (6) SWMP Minimum Control Measures' goals and incorporate results into the City's 2025 Annual Report.
- JEO will incorporate information into the Annual Report template and create a draft Annual Report for the City to review and provide feedback.
- JEO will hold a draft Annual Report review call with City staff to outline the 2025 SWMP program Annual Report information collected and incorporated into the draft report.
- JEO will revise the draft report per feedback from the City during the review call.
- JEO will provide a final review report to the City for final approval of the Annual Report results.
- JEO will create a final 2025 Annual Report and submit the 2025 Annual Report to DWEE on behalf of the City on or before April 1, 2026.

Task 1 Deliverables

City of Beatrice – 2025 MS4 Program Annual Report delivered by email in Word and PDF format.

Task 2 | Update the 2026 Stormwater Management Plan

In conjunction with the 2025 MS4 Program Annual Report activities, JEO will work with the City to update the Stormwater Management Plan with 2026 goals and objectives. This task includes:

- JEO will assist City staff with determining goals for each of the six (6) Minimum Control

Measures based on the Minimum Extent Practicable (MEP).

- JEO will work with the City staff with means and measures that can be implemented in 2026.
- JEO will update the 2025 report to incorporate 2026 stormwater management program activities.
- JEO will work with City staff to develop appropriate and implementable 2026 program commitments based on the City’s maximum extent practical (MEP) program expectations.
- JEO will, as appropriate, update and revise the 2025 Stormwater Management Plan.
- JEO will prepare a revised draft for the City to review and provide comments.
- JEO will incorporate City comments and prepare a final 2026 Stormwater Management Plan.

Task 2 Deliverable

City of Beatrice 2026 Stormwater Management Plan delivered by email in Word format.

Task 3 | Stand-alone Post-Construction Stormwater (PCSW) Management Manual

JEO will work with City staff to implement necessary documents, processes, and standard operating procedure manuals for management of the City’s PCSW program. JEO will assist the City with developing the following program materials:

- Development of a post-construction stormwater management application document checklist.
- Implementation of City PCSW processes.
- Development of ordinance language.

Task 3 Assumptions

- Up to three (3) project meetings may be scheduled and held virtually through Microsoft Teams.
- JEO will rely on City staff to identify and prioritize the program tasks to be completed with the available budget.

Task 3 Deliverables

City of Beatrice –Post-construction Program Guidance Manual delivered by email in Word and PDF version.

Project Schedule based on Notice to Proceed start date of January 15, 2026 or earlier:

Task Number	Activity	Start Date (or earlier) – End date
1	Documenting 2025 annual report activities	January 15 – February 13 2026
1	City review of draft report	February 20 – February 27, 2026
2	JEO revises 2025 Stormwater Management Plan with 2026 city goal and objectives	February 20 – March 9, 2026
1	JEO revises revised 2025 Annual Report after city review	February 27 – March 2, 2026

2	JEO/City 2026 SWMP draft review call with city	March 11, 2026
1	JEO/City final comments and review call	March 18, 2026
1 & 2	JEO revises Annual Report and 2026 Stormwater Management Plan documents	March 11 – March 24, 2026
1 & 2	JEO provides final 2025 Annual Report and 2026 Stormwater Management Plan to City	March 24, 2026
1	City to prepare the submittal letter and forward the 2025 Annual Report to DWEE	March 24 - April 1, 2026
3	JEO drafts stand-alone Post-Construction Stormwater Management Program (PCSMP) manual	March 18 – April 3, 2026
3	JEO/City PCSMP draft review call	April 3, 2026
3	JEO composes revised PCSMP manual in response to city comment.	April 3 – 10, 2026
3	JEO submits final draft of PCSMP manual to city for final review and comment.	April 13, 2026
3	City review and comment of final draft	April 13 – April 20, 2026
3	JEO revises final draft of PCSMP manual	April 20 – April 27, 2026
3	JEO/City final draft review call	May 1, 2026
3	JEO revises final draft and submits final deliverable to City	May 8, 2026
3	City reviews final PCSMP draft	

Project Communication and Meetings

- All project communications and meetings will be through email, phone, or virtual meetings.

Exclusions:

- Design of post-construction stormwater facilities
- Cost estimates of post-construction stormwater facilities
- Any permit fees
- Special meetings and meetings not outlined in the Scope of Services
- Environmental services not outlined in the Scope of Services
- Training not outlined in the Scope of Services
- SWPPP review and inspection services
- Development of Regional Detention program
- Development of financing strategies
- Other services not outlined in this Scope of Services

Budget

Services listed in the time and materials-based scope outlined above are estimated to be:

- Task 1 - \$10,000.00
- Task 2 - \$8,000.00

- Task 3 - \$10,000.00
- Total Cost, not-to-exceed: **\$ 28,000.00**

If the scope of services presented in this letter proposal are agreeable with your understanding of this project, please let me know and an agreement will be prepared. If you have any questions concerning this proposal, or if you need anything further, please call me at (402) 440-2585.

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. OWNER RESPONSIBILITIES: The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

9. SUBCONSULTANTS: JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. INDEMNIFICATION: To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

11. INSURANCE: JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
 - i. Each Accident: \$500,000
 - ii. Disease, Policy Limit: \$500,000
 - iii. Disease, Each Employee: \$500,000
- c. General Liability
 - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - ii. General Aggregate: \$2,000,000
- d. Auto Liability
 - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
 - i. Each Occurrence: \$1,000,000
 - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

12. TERMINATION: This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

13. GOVERNING LAW: This agreement is to be governed by the law of the state in which the project is located.

14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

16. SEVERABILITY: Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. NON-DISCRIMINATION CLAUSE: Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

18. E-VERIFY: JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 30, 2025

FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager

SUBJECT: Workforce Housing Plan **EXHIBIT(S):**

Nebraska Statute requires a City to adopt an incentive plan prior to approving a redevelopment project expressly for workforce housing. The incentive plan states that the City has a current housing study, that we have incentives such as LB840, TIF, and state programs available for workforce housing, that workforce housing must be located in areas zoned residential and have been designated as blighted and substandard, that we have a need for workforce housing, and no redevelopment project will receive workforce housing TIF if it will result in the unjust enrichment of any individual or company. We have prepared an incentive plan for the City Council to consider in preparation of a redevelopment project expressly for workforce housing, should one develop.

PUBLIC HEARING NOTICE
WORKFORCE HOUSING TAX INCREMENT FINANCING INCENTIVE PLAN

The Mayor and City Council of the City of Beatrice will hold a public hearing on January 5, 2026, at 6:00 p.m. in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, for the purpose of considering adoption of a Workforce Housing Tax Increment Financing Incentive Plan pursuant to Neb. Rev. Stat. § 18-2142.05. At the hearing all interested parties shall be afforded an opportunity to express their views regarding the proposed Incentive Plan. The Incentive Plan is available for public inspection in the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska or online at www.beatrice.ne.gov.

Erin Saathoff, MMC, City Clerk

December 19 and 26, 2025

RESOLUTION NUMBER _____

WHEREAS, Neb. Rev. Stat. § 18-2142.05 requires that for redevelopment projects that expressly carry out the construction of workforce housing, the governing body of a political subdivision must prepare and adopt an incentive plan for construction of housing in the municipality targeted to house existing or new workers; and

WHEREAS, Neb. Rev. Stat. § 18-2142.05 also requires that prior to the adoption of such incentive plan, a public hearing on such plan must be held pursuant to Neb. Rev. Stat. § 18-2115.01; and

WHEREAS, on January 5, 2026, the City held a public hearing on the adoption of the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice; and

WHEREAS, that said public hearing complies with the conditions set forth in Neb. Rev. Stat. § 18-2115.01; and

WHEREAS, the City of Beatrice, Nebraska desires to adopt the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice.

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

SECTION 1. The Mayor and City Council for the City of Beatrice, Nebraska find that the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice is necessary to prevent the spread of blight and substandard conditions within the City of Beatrice, that such plan promotes additional safe and suitable housing for individuals and families employed in the City of Beatrice, and that such plan will not result in the unjust enrichment of any individual or company.

SECTION 2. That the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice is hereby adopted. A copy of said Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice, marked as "Exhibit A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

WORKFORCE HOUSING TAX INCREMENT FINANCING INCENTIVE PLAN FOR THE CITY OF BEATRICE, NEBRASKA PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW

I. Introduction

Pursuant to Section 18-2103 of the Nebraska Community Development Law, Sections 18-2101 et seq., of the Nebraska Revised Statutes (the "Act"), tax increment financing ("TIF") may be applied towards the costs to carry out the construction of "Workforce Housing". Pursuant to Section 18-2142.05 of the Act, prior to utilizing TIF for Workforce Housing, the City must: (1) conduct a housing study within the last sixty (60) months; (2) prepare an incentive plan for construction of housing in the municipality targeted to house existing or new workers; (3) hold a public hearing on such incentive plan; and (4) after the public hearing, find that such incentive plan is necessary to prevent the spread of blight and substandard conditions within the municipality, will promote additional safe and suitable housing for individuals and families employed in the municipality, and will not result in the unjust enrichment of any individual or company.

The City of Beatrice, Nebraska (the "City"), has received a housing study conducted by Hanna:Keelan Associates, dated February 2020, which is incorporated herein by this reference (the "Housing Study"). The Housing Study noted that the City of Beatrice should target an estimated one hundred seventy-eight (178) housing units by 2025, ninety-four (94) of which should be owner-occupied units and eighty-four (84) of which should be rental units. The Housing Study also noted that for families age eighteen (18) to fifty-four (54) years of age, a total of sixty-two (62) owner-occupied units and a total of forty-six (46) rental housing units should be constructed, with thirty-two (32) owner-occupied units and thirty-eight (38) rental units should be constructed for retirees, seniors, and elderly populations.

This Workforce Housing Tax Increment Financing Incentive Plan (this "Plan") has been prepared pursuant to the Act in accordance with the foregoing requirements. Accordingly, upon the adoption of this Plan following a duly-noticed public hearing, the City shall be authorized to utilize TIF for the purpose of Workforce Housing in the manner prescribed herein and under the Act. This Plan may be modified or amended by the City, from time to time, in accordance with the Act. To the extent any portion of this Plan conflicts with the Act, the Act shall control with respect to such conflicting portion(s).

II. Workforce Housing

For purposes of the Act and this Plan, "Workforce Housing" means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;

- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars (\$275,000) to construct or rental housing units that cost not more than two hundred thousand dollars (\$200,000) per unit to construct, as updated annually by the Department of Economic Development;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing.

Any redevelopment project in the City that: (1) is eligible for TIF under the Act; and (2) satisfies one or more of the above criteria, as applicable, shall be eligible for Workforce Housing TIF. Notwithstanding the foregoing, the City shall have complete discretion with respect to the application and approval of Workforce Housing TIF to/for a redevelopment project.

III. Incentives for the Development of Workforce Housing

(a) LB840 Economic Development Loans

This program is a local option municipal economic development program that allows Nebraska cities to use local tax revenue to fund economic development initiatives.

(b) Tax Increment Financing (“TIF”)

TIF is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of a City or village. The property taxes generated from the increased valuation of the development are then captured for a period of up to fifteen (15) years to finance the eligible public improvements.

(c) Nebraska Affordable Housing Trust Fund (“NAHTF”)

This program is a state-administered program designed to support the development, rehabilitation, and preservation of affordable housing for low- and moderate-income residents across Nebraska.

(d) Rural Workforce Housing Fund (“RWHF”)

This program is a state initiative designed to increase affordable workforce housing in rural communities. It provides grants to help finance housing development, rehabilitation, and infrastructure improvements in non-metropolitan areas, ensuring that rural workers have access to quality housing near employment opportunities.

(e) Tax-Exempt Municipal Bonds

These are bonds issued by state and local governments to finance public projects such as schools, roads, utilities, and affordable housing. The key advantage is that the interest income is exempt from federal income tax, and sometimes state and local taxes, making them attractive to investors.

(f) Low-Income Housing Tax Credit (“LIHTC”)

This program is a federal incentive designed to encourage private investment in affordable rental housing for low-income households. Established in 1986, LIHTC is administered by the Internal Revenue Service (“IRS”) and allocated to states through housing finance agencies.

(g) Discounted Real Estate Purchase Prices

Where the City owns real estate that is suitable for redevelopment for Workforce Housing, the City can sell parcels at a below-market rates to encourage such developments.

(h) Discounted Utilities

The City can discount new utilities and utility extensions for Workforce Housing developments to encourage such developments.

IV. Eligible Areas

For a project to be eligible for Workforce Housing TIF, it must be located within an area that has been, or will be, zoned for residential use(s), and has been designated by the City as a blighted and substandard community redevelopment area, in accordance with the Act.

V. Necessity of Plan and Workforce Housing TIF

Pursuant to the Act, this Plan, along with the utilization of Workforce Housing TIF, is necessary to prevent the spread of blight and substandard conditions. This criterion is met with respect to the City as its needs fall within the prescriptions of Workforce Housing.

The demand for workforce housing has far outpaced the supply. As a result, the current housing stock is not sufficient to support the City’s current workforce, much less the anticipated growth in population and job opportunities within the City. These shortfalls have led to a stagnant housing market – i.e., residents hanging onto what they have due to the lack of supply, which, in turn, only compounds the lack of housing supply. Additionally, a portion of the City’s workforce has been, and will continue to be, relegated to living in satellite communities due to a lack of housing options within the jurisdictional limits of the City, leaving potential tax revenues, growth potential and other economic benefits on the table. Unfortunately, due to current economic conditions and other factors such as high interest rates, material costs, and labor rates, private developers are not stepping up to fill the gaps in the housing market due to the disproportionately low return on investment on development of Workforce Housing.

The implementation of Workforce Housing TIF will address these issues by allowing developers to utilize TIF for the cost to construct the public improvements – thereby offsetting the high costs of construction and allowing the units to be sold at a price point that meets the criteria of Workforce Housing. Accordingly, this Plan will promote additional safe, sanitary, and dignified housing for individuals and families living in the City. Without such additional housing

in the City, it will be unable to support its current trajectory of economic and population growth. This will likely lead to the spread and/or increase in blighted and substandard conditions throughout the City and a less economically viable and stable community as a whole. Workforce Housing TIF is a necessary tool to assist in preventing these undesirable outcomes.

VI. Additional Criteria; Priority

Pursuant to the Act, no redevelopment project shall receive Workforce Housing TIF if it will result in the unjust enrichment of any individual or company. To ensure the same, the City and/or Agency shall take the necessary measures, in their reasonable discretion, to confirm that Workforce Housing TIF is needed to carry out the proposed project.

Irrespective of the finding that a potential project meets the criteria for Workforce Housing TIF eligibility, the City Council and Agency shall have broad discretion in relation to the application, approval and administration of the same; based upon the demonstrated and perceived needs of the City in relation to a particular type of Workforce Housing and/or a specific (geographical) area of need within the City. For example, the City Council and/or Agency may, in its discretion, prioritize high-density residential projects (over single-family residential) in approving (or rejecting) Workforce Housing if such housing is of greater priority and/or need within the City at a given time, and vice versa. Moreover, if it is determined Workforce Housing is most needed in a specific area(s) of the City, such area(s) may receive priority with respect to approval of Workforce Housing TIF.

VII. Workforce Housing TIF Projects; Administration

As provided above, the City and/or Agency shall have full discretion and authority in determining whether a redevelopment project should receive Workforce Housing TIF, based upon the Act, this Plan, the Housing Study, current market and economic conditions, the evolving needs of the City, and other relevant factors. For a redevelopment project to utilize Workforce Housing TIF, the same must be explicitly authorized and implemented via a redevelopment plan approved by the City Council of the City (subsequent to the adoption of this Plan), in accordance with the procedures set forth in the Act.

All redevelopment contracts entered into between the Agency and a redeveloper providing TIF benefits for Workforce Housing will be assessed and negotiated on a case by case basis, with TIF benefits to be determined by the Agency in amounts required to accomplish the goal of incentivizing the development of safe and decent Workforce Housing in the City, while not resulting in the unjust enrichment of the developer, in accordance with the Act and this Plan.

In each redevelopment contract for a Workforce Housing TIF project, a developer's entitlement to Workforce Housing TIF shall be conditioned upon the project's compliance with the Workforce Housing criteria set forth under this Plan and the Act. If some, but not all, of the improvements constructed as part of a redevelopment project meet the eligibility criteria for the

use and application of Workforce Housing TIF, the City and/or Agency may, in its discretion, authorize the use of Workforce Housing TIF for the eligible portion.

PUBLIC NOTICE
DISCUSSION ON BROWNFIELD GRANT APPLICATION
DEMPSTERS

The Mayor and City Council of the City of Beatrice will hold a public meeting on January 5, 2026, at 6:00 p.m. in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, for the purpose of discussing the draft EPA Brownfields grant application for the clean-up and remediation of the Dempsters Site. At the meeting all interested parties shall be afforded an opportunity to express their views regarding the proposed draft application. Public comments will also be accepted on the City's website. The Brownfield draft application and draft Analysis of Brownfield Cleanup Alternatives (ABCA) are available for public inspection in the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska or online at www.beatrice.ne.gov.

Erin Saathoff, MMC, City Clerk

December 26, 2025

RESOLUTION NUMBER _____

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

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

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

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Analysis of Brownfields Cleanup Alternatives (ABCA) – Preliminary Evaluation
Dempster Industries – Gage County Parcel 014509000
Beatrice, NE

Prepared for the City of Beatrice

I. **Introduction and Background**

a) **Site Location**

The former Dempster Industries manufacturing facility is located at 711 South 6th Street in Beatrice, Nebraska. Dempster Industries is comprised of five parcels. The parcel subject to this ABCA is the Eastern Section of Gage County Parcel 014509000. This parcel contains the bulk of the manufacturing buildings and lies adjacent to Highway 77/South 6th Street, which is the main thoroughfare through the City of Beatrice and is one of the first parcels seen when entering the City of Beatrice from the south.

b) **Forecasted Climate Conditions**

The Site is located in the EPA’s climate designation of the Great Plains. The Great Plains extend the entire north-south length of the United States from Canada across to Mexico. The region includes a wide range of ecosystems, seasonal temperatures, and precipitation averages. The Central Great Plains are experiencing rising temperatures, leading to more frequent and intense heatwaves. This can have implications for water resources, energy demands, and overall ecosystem health.

According to the National Oceanic and Atmospheric Administration National Centers for Environmental Information, extreme precipitation events are projected to increase in the State of Nebraska, leading to increased runoff and flooding.

According to Federal Emergency Management Agency Flood Zone Map 31067C0313C, portions of the Site are located within Zone AE of the Big Blue River, which is in the Regulatory Floodway of the Special Flood Hazard Areas. Extreme weather events and increased flooding would have the most significant impact to the Site.

According to the City of Beatrice zoning regulations, the Site is located in Zones GI/FF, which are defined as the General Industrial District and Floodway Fringe District. Park and recreation use within Zones GI/FF are permitted uses by right.

c) **Previous Site Use(s) and Any Previous Cleanup/Remediation**

Mr. Charles Dempster founded the Dempster Mill Manufacturing Company (Dempster) in 1878. Dempster operated for over 100 years and was one of the longest running wind-powered water pump manufacturers in the country. Dempster was responsible for introducing alternative energies in the form of wind power for sustainable agriculture. During

World War II, Dempster significantly contributed to the war effort by producing over 1.5 million 90-millimeter shells, while also continuing to manufacture farm equipment to support the domestic food supply.

The Dempster family owned the company until it was purchased by Warren Buffet in 1961. A group of investors purchased the company from Mr. Buffet in 1963 and changed the name to Dempster Industries, Incorporated. The company was purchased by a private individual in 1985 and by Mr. Wallace Davis in 2008 who changed the name to Dempster Industries, Inc.; Dempster Industries, Inc. went bankrupt shortly after. The property was abandoned, leaving behind a massive eyesore and source of significant environmental contamination. The industrial facility included a foundry, blacksmith shop, machine shop, and metal galvanizing shop that are the source of much of the contamination on and off site. The City of Beatrice took ownership of the property to begin visioning, cleanup, and redevelopment measures.

In March 2021 a fire was intentionally set by trespassers within a trailer outside a loading dock. The fire spread to one of the main manufacturing buildings and caused considerable damage. As a result of the fire, the main building had become structurally unsound. The City of Beatrice removed asbestos-containing materials from the building and deconstructed the building due to safety concerns.

d) Site Assessment Findings

September 2017 – Phase I Environmental Site Assessment

In 2017 the City of Beatrice reached out the Nebraska Department of Water, Energy, and Environment (DWEE) Section 128(a) Brownfields Program for assistance with environmental assessment work. A qualified environmental professional (QEP) under contract with DWEE completed an ASTM E1527-13 complaint Phase I Environmental Site Assessment (ESA) dated September 11, 2017. The Phase I ESA identified several Recognized Environmental Conditions (RECs) at Dempster Industries, including:

- Staining observed on the concrete floor below a hydraulic test bench, an equipment area, and a forge shop.
- Four diesel above ground storage tanks.
- A hazardous material storage area and an oil storage area.
- Two 55-gallon drums, labeled as semi-synthetic coolant, with rusty, expanded bottoms.
- Observed releases from a 5-gallon bucket and two steel drums.
- Several floor drains and two sumps that connect to a storm sewer in a basement that discharges to a drainage way on the adjacent southwest property.
- Two concrete containment pits. An oily sludge was observed in one pit and an unknown liquid was observed in the other.
- The historical use of the property as an industrial facility since 1898.
- The Site is listed in the State Hazardous Waste Site and Superfund Enterprise Management System Archive databases for a dump site to the southwest.
- An upgradient leaking underground storage tank site.

Numerous Phase II ESAs were completed to identify and characterize the contaminants present in soil, soil gas, groundwater, and building materials. **For the purposes of this ABCA, only contaminants identified on the parcel subject to this grant proposal will be discussed.**

January 2018 – Phase II Environmental Site Assessment

In January 2018 DWEE tasked the same QEP to complete an ASTM E1903-11 compliant Phase II ESA to assess any releases to the environment in relation to the RECs identified in the Phase I ESA. As part of the Phase II ESA, five groundwater samples and 14 discrete soil samples were collected. The soil samples were analyzed for Resource Conservation and Recovery Act (RCRA) metals, polycyclic aromatic hydrocarbons (PAHs), total extractable hydrocarbons (TEHs), and volatile organic compounds (VOCs). All 14 soil samples had arsenic concentrations exceeding the DWEE residential Voluntary Cleanup Program (VCP) Remediation Goal (RG) for direct contact. Of those 14 samples, the concentration in seven samples exceeded the average natural background concentration for Gage County, Nebraska; and the concentration in one sample exceeded the industrial VCP RG for direct contact by four orders of magnitude. Five sample locations contained several PAHs within various depths at concentrations exceeding both residential and industrial VCP RGs. One soil sample contained TEHs as diesel fuel and waste oil exceeding the Risk Based Screening Levels for surface soil. One groundwater sample contained naphthalene, and another contained lead above DWEE VCP RGs for direct contact.

June 2018 – Supplemental Phase II Environmental Site Assessment and Asbestos-Containing Materials (ACM) Survey

In June 2018 DWEE tasked the QEP to complete a supplemental ASTM E1903-11 compliant Phase II ESA to delineate the contamination discovered on site, as well as an ACM Survey. The Phase II ESA consisted of five-point composite samples from two locations that were analyzed for RCRA metals; five groundwater sampling locations, including one off-site in the upgradient direction that were analyzed for PAHs, TEHs, and VOCs; 20 discrete soil sampling locations that were analyzed for RCRA metals, PAHs, TEHs, and VOCs; and 11 exterior soil gas samples analyzed for the full suite of VOCs.

Both composite samples had arsenic concentrations exceeding both the residential VCP RG and the average natural background concentration for Gage County. One composite sample contained lead at a concentration exceeding the residential VCP RG, and the other composite sample had lead at a concentration exceeding the industrial VCP RG. One of the groundwater samples had several PAHs and VOCs exceeding their respective direct contact VCP RGs and/or residential vapor intrusion from groundwater VCP RGs. Contaminants in groundwater were detected down to a depth of at least 21 feet below ground surface (bgs). Ten of the discrete soil samples contained arsenic at concentrations exceeding both the residential VCP RG and the average natural background concentration for Gage County. Additionally, the concentration of arsenic in three of the samples exceeded the industrial VCP RG. Lead concentrations exceeded the residential VCP RG at three of the soil sample locations and the industrial VCP RG in two of the sample locations. Contamination was detected down to a depth of at least five feet bgs. Several PAHs were detected in eight of the discrete soil samples

exceeding the residential VCP RGs for direct contact. Contamination was detected down to a depth of at least ten feet bgs. Naphthalene was detected in two of the soil gas samples, and benzene was detected in one soil gas sample at concentrations exceeding their respective residential VCP RGs.

The ACM Survey identified numerous building materials testing positive for asbestos.

February 2021 – Phase I Environmental Site Assessment

In 2021 the City of Beatrice requested a new Phase I ESA to satisfy environmental due diligence requirements prior to purchasing the site. The Phase I ESA identified the following RECs:

- Historical data sources show that the site has been occupied by an industrial facility since at least 1889. The facility included a foundry, blacksmith shop, machine shop, and metal galvanizing shop. Oil, gasoline, and coal storage is documented at the site.
- Soil and groundwater contamination above applicable regulatory screening levels was identified at the site and southwest adjoining property during a Phase II investigation in 2018.
- Based on the consistent presence of free phase petroleum product, unknown extent of contamination, and the upgradient proximity to the site, there is a potential for groundwater and/or soil gas contamination associated with the Rhen Marshall Inc. facility to migrate onto the site.

Recognized Environmental Conditions Specific to the parcel subject to this ABCA

- A hydraulic test bench was observed near the current assembly area on the main floor of Building 5. Evidence of a release was observed on the concrete floor below the equipment.
- A compressor machine was observed in Building 6. Evidence of a release was observed on the concrete floor below the machine.
- Four diesel aboveground storage tanks (ASTs) were observed. Three ASTs are in Building 4 contained in a concrete room. Two ASTs have a capacity of 10,000 gallons, and the third AST has a capacity of 500 gallons. The fourth AST is in the basement of Building 6. This AST has a capacity of 1,000 gallons. The contents and quantity are unknown, but a strong odor was present. The AST was located behind a concrete wall and has a concrete floor above it. The AST can only be viewed through two small openings. The area below the AST could not be observed.
- There are two main drum storage areas on the site: a hazardous material storage area in Building 3 and the attached shed storage area in Building 4.
- Several floor drains were observed throughout the site. The drains are piped through the building and are connected to the storm sewer in the basement of Building 6. The storm sewer discharges to a drainage way southwest of the site. One sump was

observed in Building 5. Staining was observed on the floor in the area around the floor drains.

- Fifteen pad-mounted transformers were observed during the site reconnaissance. Eight transformers and one capacitor are in Building 4, and seven transformers are in Building 6. These transformers are known to contain polychlorinated biphenyl (PCB) oil. Transformers were knocked over and stripped of copper by vandals, releasing the liquid material they contained. Staining and strong odor was observed in Buildings 4, 6, and in the basement of Buildings 6 and 7 where the oil leaked through the floor and flowed down to the wall.
- Soil staining was observed below the former equipment location in Building 1 and in Building 2.
- Standing liquid/water was observed in the main AST containment room in Building 4, and free product was observed floating in a trough below hydraulic fluid barrels in Building 4. A sheen was observed at both locations.
- Three concrete containment pits were observed on the site. An oily sludge was observed in the containment pit in Building 2 and unknown liquid filled the containment pits in Building 6, indicating a release occurred.

DWEE reported the transformer release to the U. S. Environmental Protection Agency (EPA) Toxic Substances Control Act (TSCA) program. Due to the release or threat of release of PCBs at the site, the TSCA program submitted a memorandum referral to the Superfund & Emergency Management Division (SEMD), which was accepted and signed on June 29, 2021. EPA SEMD issued an Action Memorandum on August 18, 2021, amended on October 19, 2021, to address the PCB waste identified at the site.

June 2021 – Supplemental Phase II Environmental Site Assessment

Due to the release of PCB fluid from the vandalized transformers, the City of Beatrice postponed the purchase of the site and requested a Supplemental Phase II ESA from DWEE. DWEE tasked the QEP to complete an ASTM E1903-19 compliant Phase II ESA to collect soil and wipe samples to analyze for PCBs. The Phase II activities consisted of two discrete soil samples and six wipe samples. PCBs were detected in both soil samples at concentrations of 65,000 micrograms per kilogram ($\mu\text{g}/\text{kg}$) and 34,500 $\mu\text{g}/\text{kg}$. PCBs were detected in all six wipe samples at concentrations ranging from 54 to 484,100 $\mu\text{g}/\text{kg}$.

November 2021 – EPA Removal Action #1

On November 1, 2021, two EPA On-Scene Coordinators (OSC), three Emergency and Rapid Response Services (ERRS) contractors, and one Superfund Technical Assessment and Response Team (START) contractor mobilized to the site. PCB-contaminated dielectric fluids were pumped and/or drained from all transformers, capacitors, and associated components. PCB fluids were bulked in 55-gallon steel drums; emptied transformers were palletized and

wrapped; ceramic-top capacitors were consolidated in drums; and all other PCB-contaminated solid waste was packaged in lined and palletized cubic-yard boxes. All wastes were staged inside a locked conex for secure storage pending disposal. Dielectric fluid on flooring inside the two transformer rooms was collected with granular oil sorbent material and bulked for disposal. The flooring was cleaned to the extent practicable, although TSCA confirmation sampling was not conducted.

Further site reconnaissance was conducted during the course of the response action, and other potential Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) hazardous substances that may represent a substantial threat of release to the environment were observed. Additional site investigation/removal site evaluation activities were proposed to further assess site conditions and determine whether additional response actions are warranted.

April 2022 – EPA Removal Site Evaluation

In April 2022 EPA conducted a removal site evaluation to inventory containers and sample pits and free materials at the site. The EPA identified approximately 500 small containers (8 ounces to less than five gallons in size), 70 5-gallon containers, 25 drums less than 55 gallons, 20 55-gallon drums, and a partially full 10-cubic-yard vat. The small containers were grouped into suspected waste streams based on labels, if available. All other containers were sampled, field screened, and categorized into like-waste streams for representative sampling. Field screening of containers identified the following waste streams: basic liquids, basic solids, flammable liquids, flammable solids, neutral liquids, neutral solids, organic halides, organic liquids, and organic solids. Bench-scale compatibility tests were conducted prior to waste profile sampling. Field screening of containers identified characteristically corrosive liquids and CERCLA-listed hazardous substances including ammonium hydroxide, tetrachloroethene, phosphoric acid, and sulfuric acid. Laboratory results confirmed that CERCLA hazardous substances and RCRA hazardous waste for tetrachloroethylene, a D039-listed waste are present at the Site. Analysis of a sample collected from the 10-cubic-yard vat indicated the presence of the CERCLA-listed hazardous substances cyanide compounds, o-cresol, m-cresol, and p-cresol.

All of the abandoned containers and the hazardous substances within were stabilized, segregated, and secured during the removal site evaluation. Containers between 30 and 55 gallons were overpacked into 85-gallon steel overpacks, and smaller containers were placed within individual spill containment areas inside. A locked 6-foot chain-link fence was constructed around the spill containment area.

Additional liquid and solid phase samples were collected from three pits and two piles of free materials (piles on unknown solids) observed inside the building. Analytical results from those samples did not indicate the presence of any CERCLA hazardous substances or RCRA hazardous waste that warrant removal. Additional assessment samples of groundwater, surface soil, surface water, and sediment were collected at locations surrounding the site to determine if off-site migrations of contaminants had occurred. Analytical results yielded no significant concentrations of contaminants attributable to the Dempster Industries site in off-

site environmental media.

Two 10,000-gallon ASTs reside inside the building. Analytical samples collected from the tanks yielded chemical constituents native to diesel fuel. The facility has been abandoned since 2018 and has been reported to be in steady decline since the 1970s and is subject to frequent vandalism. Although the ASTs are inside the building, no temperature or weather controls are in place to prevent further deterioration of the tanks and associated piping. Average temperatures in Beatrice range from as low as 18° F in January to as high as 89° F in July. The freeze and thaw of water that has intruded into the sump pit will continue to cause significant deterioration of the piping connected to the tanks. The EPA OSCs assessed the buildings, ASTs, and site drainage and determined a substantial threat for discharge of diesel fuel exists to nearby navigable waters. The site is located approximately 1,000 feet north of the Big Blue River, a major tributary to the Turtle Creek Reservoir and the Kansas River. The EPA opened an Oil Spill Liability Trust Fund project on May 25, 2022, for \$50,000 to initiate actions at the site.

October 2022 through September 2023 – EPA Removal Action #2

On October 18, 2022, one OSC, one START contractor, and five ERRS contractors mobilized to the site to begin removal operations including receipt of overpack drums and heavy equipment.

On October 19, 2022, ERRS personnel overpacked seven 55-gallon drums that remained on the second floor of the facility. Once overpacked, the drums were then brought to ground level through a 2nd story bay door using a telehandler. ERRS personnel then overpacked the remaining containers less than 55 gallons in volume. During operations, START personnel documented container packaging and ensured that like wastes were packaged together. All overpacked wastes were then placed inside containment and secured behind a locked chain-link fence. In addition, ERRS personnel began preparations for work to clean out the 10-yard vat.

On October 20, 2022, ERRS crews began removal of 19 55-gallon drums inside of the 10-yard vat. Each drum was overpacked in a lined 85-gallon overpack. Approximately 250 gallons of creosote tar remained in the bottom of the 10-yard vat that had leaked from the drums. That material was scraped from the vat and placed in 85-gallon overpacks. Diesel and gasoline were used as a solvent during operations to clean the vat and keep the bucket of the mini excavator from becoming heavily contaminated with the tar.

On October 21, 2022, ERRS crews staged all overpacked wastes inside the containment area and behind the locked chain-link fence. All equipment and personnel demobilized.

On May 23rd and 24th, 2023, the nonhazardous containers of waste were loaded onto a truck for transportation to an offsite approved disposal facility. The remaining small containers were inventoried for appropriate lab packaging and profiling in accordance with disposal facility policy.

On June 5th, 2023, the proposed disposal facility received regional offsite policy clearance to receive the shipment of remaining containers.

During the week of September 11, 2023, the prime and subcontractor personnel met at the site to complete loading of the hazardous materials for transport and disposal. The remaining solid wastes from the storage and packaging were loaded into a roll-off for local landfill disposal. The hazardous materials were transported to a storage facility prior to secondary shipping to the final disposal at a Heritage Environmental operated incinerator in Michigan.

August 2025 – Phase I Environmental Site Assessment with Soil Sampling

The City of Beatrice reached out to DWEE in 2025 to request a Phase I ESA for Gage County Parcel ID 014665000. This parcel is one of five comprising Dempster Industries, and the final parcel that was not yet owned by the City of Beatrice. Due to the recent arson in a building that contained ACM, DWEE offered to contemporaneously collect surficial soil samples at locations near the main industrial building where the fire occurred. The soil sampling consisted of 20 ten-point composite samples collected from the top 1-inch of soil. All soil samples tested negative for asbestos fibers.

e) Project Goal

The City of Beatrice aims to transform the remediated land into a vibrant community asset—a multi-purpose park that will enhance quality of life, promote health and wellness, and align with the broader revitalization plans for the city. The proposed park will include a fitness course, canoe dock, soccer fields, lighted baseball fields, and solar-powered benches and picnic tables, creating a dynamic hub for recreation and community gatherings.

II. Applicable Regulations and Cleanup Standards

a) Cleanup Oversight Responsibility

The DWEE will be the entity overseeing the cleanup of arsenic, lead, and PAHs in soil, while all PCB remediation will adhere to the self-implementing procedures and notification requirements outlined in 40 CFR 761.61. The city plans to enroll the property into the DWEE VCP for environmental guidance and oversight throughout the remediation process. Cleanup standards will be compared to the residential/recreational DWEE VCP RGs for direct contact in soil. In addition, all documents prepared for this site are submitted to the DWEE under Facility ID 23051 and made available to the public via DWEE's online public database.

b) Cleanup Standards for Major Contaminants

Residual contamination requires remediation or mitigation for protection from direct contact with arsenic, lead, PAHs, and PCBs in soil. The city will use the residential/recreational DWEE VCP RGs for the cleanup standards for lead, PAHs, and PCBs, and the natural background concentration for Gage County for arsenic.

Although the ESAs completed for the site identified contaminated groundwater and soil gas, these RECs do not pose an imminent threat to human health and the environment based on the following information:

Groundwater

The Site has been classified as a Remedial Action Class-3 (RAC-3) by DWEE. The RAC-3 category includes sites where groundwater has little or no potential to be used as a public or private drinking water supply and is justified based on a combination of factors, including: the water is of such poor quality that it is unfit for human consumption; there is insufficient yield; the groundwater has been rendered unsuitable for drinking and uneconomical to treat; and/or the groundwater is in areas of concentrated industrial development and is likely to be contaminated.

In 1994, the city of Beatrice adopted changes to its municipal codes prohibiting private domestic wells in the city. All registered wells within 2,000 feet of the site are for groundwater monitoring purposes or heat pump use only. The city wellhead protection area is about four miles northwest of the city. The closest domestic wells present at the time the city adopted changes to the municipal code are about 2,000 feet southwest of the Site, across the Big Blue River.

Based on the aforementioned information, the exposure pathway for contaminated groundwater is incomplete; therefore, no contaminated groundwater will be addressed with this cleanup funding. Remedial activities will include an Environmental Covenant to prohibit the use of underlying groundwater.

Soil Gas

Future use of the site is green space/recreational use with no development of enclosed structures. The exposure pathway for vapor intrusion is incomplete; therefore, no soil gas contamination will be addressed with this cleanup funding. Remedial activities will include an Environmental Covenant to restrict the use to green space/recreational use only with no enclosed structures.

c) Laws and Regulations Applicable to the Cleanup

At a minimum, the regulations or codes that may apply to the cleanup activities include the following:

- Resource Conservation and Recovery Act
- Toxic Substances Control Act
- 40 CFR 761
- Department of Transportation, Hazardous Materials Regulations
- Occupational Safety and Health Act, Hazardous Waste Operations and Emergency Response Standard and applicable Safety and Health Regulations for Construction.
- Remedial Action Plan Monitoring Act, Nebraska Revised Statute 81-15, 181-188
- DWEE Title 128 – Nebraska Hazardous Waste Regulations
- DWEE Title 132 – Integrated Solid Waste Management
- DWEE Title 178 – Environmental Health
- City of Beatrice, Nebraska Code of Ordinances, Chapter 22 – Solid Waste
- City of Beatrice, Nebraska Code of Ordinances Article Four – Zoning District

Regulations

- City of Beatrice, Nebraska Zoning Ordinance, Article Five – Special and Overlay Districts

The DWEE has also issued a policy directive entitled Investigation-Derived Waste and Remediation Waste Consideration (Revised January 2025). This policy applies to the “active management” of waste materials generated during an environmental investigation or remediation project and specifies stringent waste management requirements.

All waste material that will be transported or discharged off the site must be conducted in compliance with regulations listed above.

In addition, all appropriate permits (e.g., 811, soil transport/disposal manifests) will be obtained prior to work commencing.

III. Evaluation of Cleanup Alternatives

Alternatives will focus on soil remediation and include capital costs related to soil excavation and disposal.

a) Cleanup Alternatives Considered

Three different alternatives were considered to address contaminated soil at the site, including:

- **Alternative #1** – No Action
- **Alternative #2** – Excavation and disposal of contaminated soil exceeding proposed cleanup standards to a depth of **two feet below ground surface (bgs)**; placement of a visual demarcation layer at the base of excavation; confirmation sampling of excavated side walls for verification of contamination removal; backfilling the excavation with 20 inches of clay-rich backfill and four inches of topsoil; and implementation of an Environmental Covenant (EC). The EC will impose the following Activity and Use Limitations (AULs).
 - Prevent groundwater use.
 - Maintain the protective soil cap.
 - Restrict land use to parks, greenspace, and recreational use.
 - Adhere to a DWEE-approved Materials Management Plan (MMP) for any necessary subsurface work required below the demarcation barrier. The MMP will be used to guide proper waste handling, characterization and disposal; repairs to the demarcation layer and clay/soil cap; and to inspect and repair any damage to the cap following flooding events.
- **Alternative #3** – Excavation and disposal of contaminated soil exceeding proposed cleanup standards down to a depth of **15 feet bgs***; confirmation sampling of excavated side walls of the excavation in areas where the vertical extent is not

defined; backfilling the excavated areas with clay rich backfill and four inches of topsoil; and implementation of an Environmental Covenant. The covenant will impose the following AULs:

- Prevent groundwater use.

**DWEE considers excavation of contaminated soils to a depth of 15 feet suitable for unrestricted use. Excavations required for utility installations generally do not occur below this depth; therefore, exposure to any residual contamination below 15 feet is not likely.*

b) Evaluation of Cleanup Alternatives

Effectiveness – Including Climate Considerations

- **Alternative #1** – This alternative is not effective in controlling or preventing the exposure of receptors to contamination at the site, particularly in light of the site’s location in a flood plain. Frequent flooding and extreme weather events may cause contaminated surface soils to be carried offsite as the water recedes.
- **Alternative #2** – This alternative is an effective way to prevent receptors from coming into contact with contaminated soils if the soil cap and demarcation barrier are properly maintained. Long-term effectiveness would be achieved through implementation of the Environmental Covenant and the Materials Management Plan. This alternative is also effective for the proposed reuse plan. Based on the location within the 100-year flood plain, additional engineered measures may be required to maintain the integrity of the cap.
- **Alternative #3** – This is an effective way to prevent receptors from coming into contact with contaminated soils. Based on the location of the site within the 100-year flood plain, this alternative is more effective than Alternative #2. The additional excavation and backfill would make ongoing cap maintenance unnecessary.

General Climate Consideration Notes:

Park design planning will consider best management practices regarding green infrastructure in parks and other engineering controls to limit the amount of flood water pooling at the Site.

Implementability

- **Alternative #1** – This alternative is easily implemented because no actions will be completed.
- **Alternative #2** – This alternative is relatively easy to implement, as an excavation depth

of two feet is easily managed. The ongoing monitoring and maintenance of the cap that will be outlined in the Materials Management Plan will require periodic coordination and reporting to the DWEE to effectively control the site and future development. The time required to complete the monitoring, maintenance, and reporting would not be particularly time-consuming. Most maintenance activities would occur following a 100-year flood event.

- **Alternative #3** – This alternative will be more difficult to implement than Alternative #2 due to the substantial amount of excavation that will be required to achieve unrestricted use. This alternative also needs to consider potential landfill volume limitations.

Cost

- **Alternative #1** – There will be no cost under this alternative.
- **Alternative #2** – The estimated cost to complete Alternative #2 is approximately \$3,926,662.75.
- **Alternative #3** – For the purposes of this ABCA, Alternative #3 was liberally estimated to assume that excavation of 15 feet bgs will be required for the entire site. (Contamination may not extend to this depth across the Site, which would significantly decrease the total project cost.) Estimated cost to complete this alternative is \$18,924,630.75.

c) **Recommended Cleanup Alternative**

The recommended cleanup alternative is **Alternative #2**. No action associated with Alternative #1 cannot be recommended because it does not address the site risks. The substantial amount of excavation, analytical, waste hauling, and backfill costs associated with Alternative #3 makes this alternative financially unfeasible. Additionally, Alternative #3 needs to consider potential landfill volume limitations. Alternative #2 prevents exposure to residual contamination and allows for the productive reuse of the property at a fraction of the cost.

Green and Sustainable Remediation Measures for Selected Alternative:

The city plans to ask bidding cleanup contractors to propose green remediation techniques, such as those outlined in *ASTM E2893 – Standard Guide for Greener Cleanups* in their response to the Request for Proposals for the cleanup contract. The city will also be soliciting feedback from community members during the scheduled Public Meeting regarding preferred greener cleanup practices.

Dempsters Cost Estimate – Two-foot Excavation and Back Fill Costs

Item	Unit	Quantity	Unit Rate	Total Cost
Site Mobilization	LS	1	\$125,000	\$125,000
DWEE Voluntary Cleanup Program Oversight Costs	LS	1	\$25,000	\$25,000
Traffic Control for Construction	LS	1	\$25,000	\$25,000
Environmental Oversight	LS	1	\$150,000	\$150,000
Hazardous and Toxic Waste Excavation, Hauling and Disposal	TON	300	\$303	\$90,895
Special Waste Excavation, Hauling, and Disposal	TON	23,000	\$43	\$989,000
Building Demo Bid	LS	1	\$1,000,000	\$1,000,000
Landfill Fees	LS	1	\$150,000	\$150,000
Environmental Cap - Clay (Fill)	CY	17,100	\$24	\$416,377
Environmental Cap - Topsoil (Fill)	CY	3,400	\$31	\$104,294
Visual Barrier	AC	6.4	\$7,000	\$44,800
SWPPP Controls	LS	1	\$20,000	\$20,000
Waste Characterization and Decontamination Sampling	LS	1	\$350,000	\$350,000

Total				\$ 3,490,366.00
Contingency 12.5%				\$ 436,295.75
Grand Total				<u>\$ 3,926,661.75</u>

Dempsters Cost Estimate – Fifteen-foot Excavation and Back Fill Costs

Item	Unit	Quantity	Unit Rate	Total Cost
Site Mobilization	LS	1	\$206,150	\$206,150
DWEE Voluntary Cleanup Program Oversight Costs	LS	1	\$25,000	\$25,000
Traffic Control for Construction	LS	1	\$25,000	\$25,000
Environmental Investigation and Oversight	LS	1	\$250,000	\$250,000
Hazardous and Toxic Waste Excavation, Hauling and Disposal	TON	2,250	\$303	\$681,750
Special Waste Excavation, Hauling, and Disposal	TON	172,500	\$43	\$7,417,500
Building Demo Bid	LS	1	\$1,000,000	\$1,000,000
Landfill Fees	LS	1	\$1,125,000	\$1,125,000
Environmental Cap - Clay (Fill)	CY	165,300	\$24	\$3,967,200
Environmental Cap - Topsoil (Fill)	CY	3,400	\$31	\$104,294
SWPPP Controls	LS	1	\$20,000	\$20,000
Waste Characterization and Decontamination Sampling	LS	1	\$2,000,000	\$2,000,000

Total \$ 16,821,894.00

Contingency 12.5% \$ 2,102,736.75

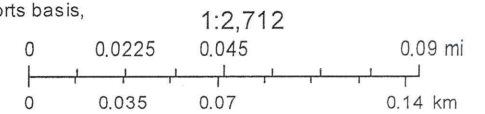
Grand Total \$ 18,924,630.75

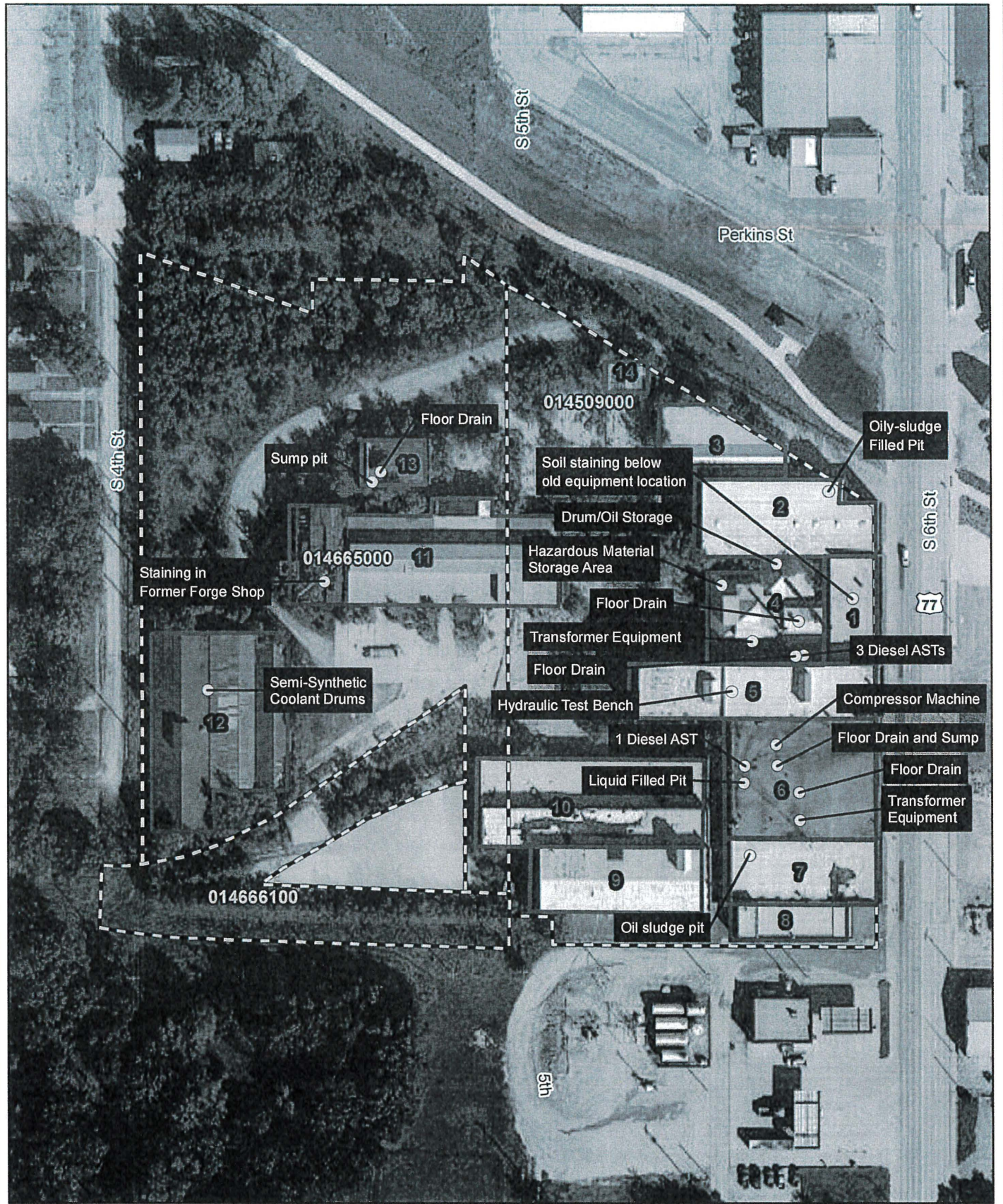


September 18, 2025 19:29 PM **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

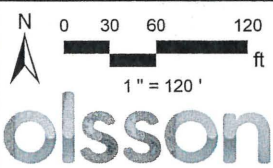
- Parcels
- Sections

Project Area





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- Recognized Environmental Condition
- Property
- Area purchased previously and not included in this Phase I ESA.
- Building w/ ID Number (Determined by Order of Site Recon Visit)

Dempster Industries
 Beatrice, Nebraska
 Olsson Project No. 021-01831
**Building Identification and
 REC Location Map**
 Figure 3



12/29/2022



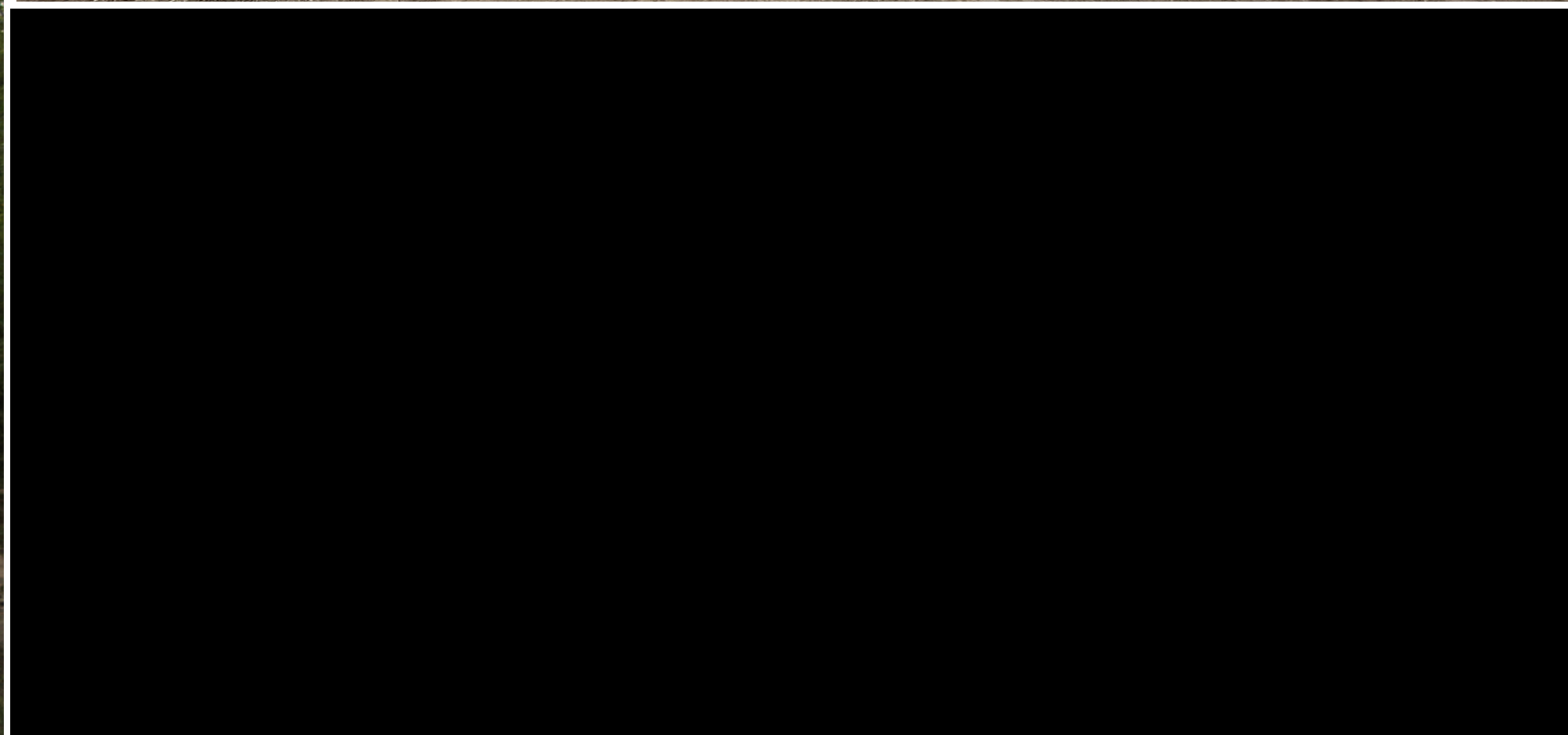
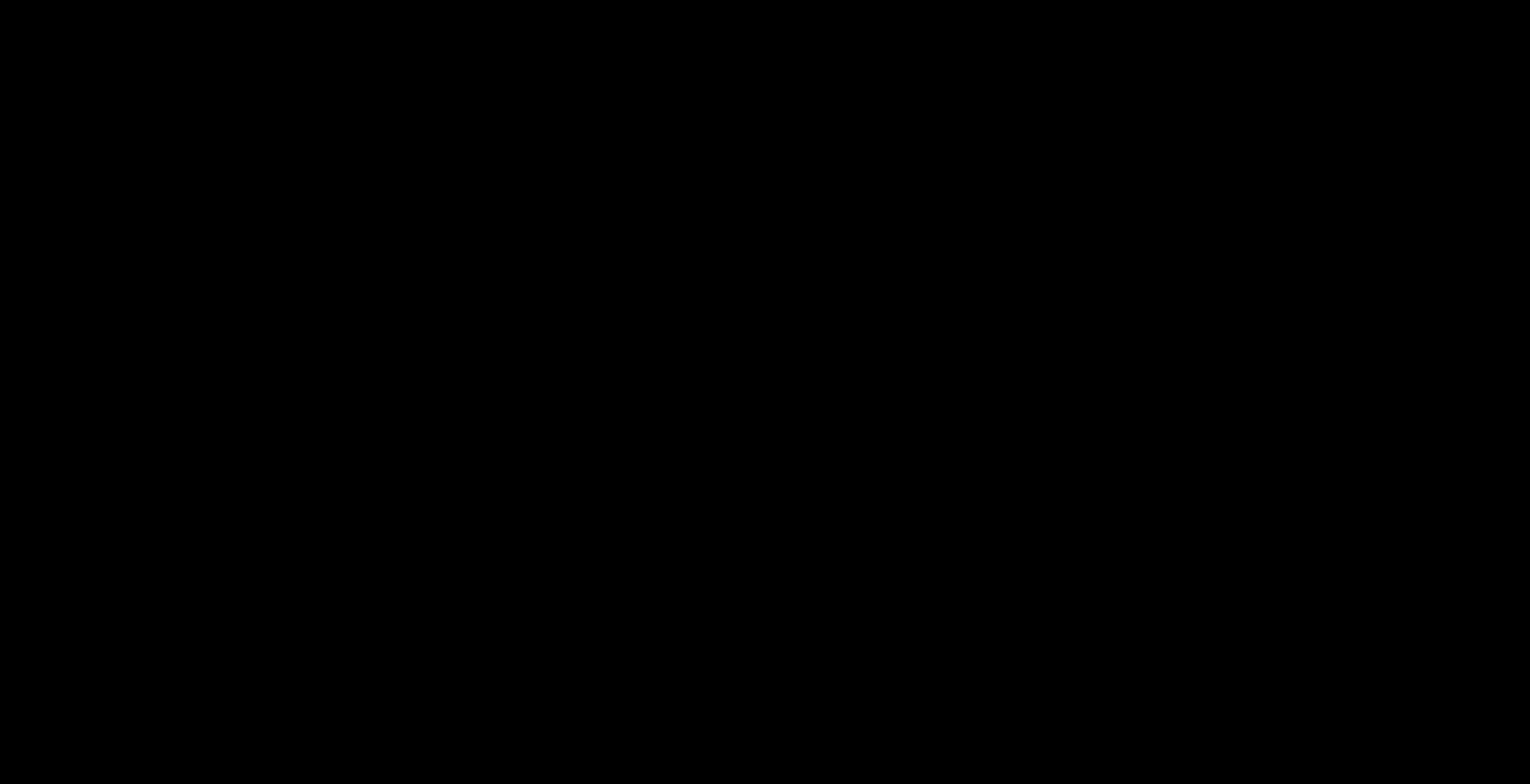
12/29/2022



1/2/2026









9/2/2021



1/2/2026



9/25/2024



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 30, 2025

FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager

SUBJECT: Workforce Housing Plan **EXHIBIT(S):**

Nebraska Statute requires a City to adopt an incentive plan prior to approving a redevelopment project expressly for workforce housing. The incentive plan states that the City has a current housing study, that we have incentives such as LB840, TIF, and state programs available for workforce housing, that workforce housing must be located in areas zoned residential and have been designated as blighted and substandard, that we have a need for workforce housing, and no redevelopment project will receive workforce housing TIF if it will result in the unjust enrichment of any individual or company. We have prepared an incentive plan for the City Council to consider in preparation of a redevelopment project expressly for workforce housing, should one develop.

RESOLUTION NUMBER _____

WHEREAS, Neb. Rev. Stat. § 18-2142.05 requires that for redevelopment projects that expressly carry out the construction of workforce housing, the governing body of a political subdivision must prepare and adopt an incentive plan for construction of housing in the municipality targeted to house existing or new workers; and

WHEREAS, Neb. Rev. Stat. § 18-2142.05 also requires that prior to the adoption of such incentive plan, a public hearing on such plan must be held pursuant to Neb. Rev. Stat. § 18-2115.01; and

WHEREAS, on January 5, 2026, the City held a public hearing on the adoption of the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice; and

WHEREAS, that said public hearing complies with the conditions set forth in Neb. Rev. Stat. § 18-2115.01; and

WHEREAS, the City of Beatrice, Nebraska desires to adopt the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice.

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

SECTION 1. The Mayor and City Council for the City of Beatrice, Nebraska find that the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice is necessary to prevent the spread of blight and substandard conditions within the City of Beatrice, that such plan promotes additional safe and suitable housing for individuals and families employed in the City of Beatrice, and that such plan will not result in the unjust enrichment of any individual or company.

SECTION 2. That the Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice is hereby adopted. A copy of said Workforce Housing Tax Increment Financing Incentive Plan for the City of Beatrice, marked as "Exhibit A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

WORKFORCE HOUSING TAX INCREMENT FINANCING INCENTIVE PLAN FOR THE CITY OF BEATRICE, NEBRASKA PURSUANT TO THE NEBRASKA COMMUNITY DEVELOPMENT LAW

I. Introduction

Pursuant to Section 18-2103 of the Nebraska Community Development Law, Sections 18-2101 et seq., of the Nebraska Revised Statutes (the "Act"), tax increment financing ("TIF") may be applied towards the costs to carry out the construction of "Workforce Housing". Pursuant to Section 18-2142.05 of the Act, prior to utilizing TIF for Workforce Housing, the City must: (1) conduct a housing study within the last sixty (60) months; (2) prepare an incentive plan for construction of housing in the municipality targeted to house existing or new workers; (3) hold a public hearing on such incentive plan; and (4) after the public hearing, find that such incentive plan is necessary to prevent the spread of blight and substandard conditions within the municipality, will promote additional safe and suitable housing for individuals and families employed in the municipality, and will not result in the unjust enrichment of any individual or company.

The City of Beatrice, Nebraska (the "City"), has received a housing study conducted by Hanna:Keelan Associates, dated February 2020, which is incorporated herein by this reference (the "Housing Study"). The Housing Study noted that the City of Beatrice should target an estimated one hundred seventy-eight (178) housing units by 2025, ninety-four (94) of which should be owner-occupied units and eighty-four (84) of which should be rental units. The Housing Study also noted that for families age eighteen (18) to fifty-four (54) years of age, a total of sixty-two (62) owner-occupied units and a total of forty-six (46) rental housing units should be constructed, with thirty-two (32) owner-occupied units and thirty-eight (38) rental units should be constructed for retirees, seniors, and elderly populations.

This Workforce Housing Tax Increment Financing Incentive Plan (this "Plan") has been prepared pursuant to the Act in accordance with the foregoing requirements. Accordingly, upon the adoption of this Plan following a duly-noticed public hearing, the City shall be authorized to utilize TIF for the purpose of Workforce Housing in the manner prescribed herein and under the Act. This Plan may be modified or amended by the City, from time to time, in accordance with the Act. To the extent any portion of this Plan conflicts with the Act, the Act shall control with respect to such conflicting portion(s).

II. Workforce Housing

For purposes of the Act and this Plan, "Workforce Housing" means:

- (a) Housing that meets the needs of today's working families;
- (b) Housing that is attractive to new residents considering relocation to a rural community;

- (c) Owner-occupied housing units that cost not more than two hundred seventy-five thousand dollars (\$275,000) to construct or rental housing units that cost not more than two hundred thousand dollars (\$200,000) per unit to construct, as updated annually by the Department of Economic Development;
- (d) Owner-occupied and rental housing units for which the cost to substantially rehabilitate exceeds fifty percent of a unit's assessed value; and
- (e) Upper-story housing.

Any redevelopment project in the City that: (1) is eligible for TIF under the Act; and (2) satisfies one or more of the above criteria, as applicable, shall be eligible for Workforce Housing TIF. Notwithstanding the foregoing, the City shall have complete discretion with respect to the application and approval of Workforce Housing TIF to/for a redevelopment project.

III. Incentives for the Development of Workforce Housing

(a) LB840 Economic Development Loans

This program is a local option municipal economic development program that allows Nebraska cities to use local tax revenue to fund economic development initiatives.

(b) Tax Increment Financing (“TIF”)

TIF is a tool to assist in financing redevelopment projects in designated blighted and substandard areas of a City or village. The property taxes generated from the increased valuation of the development are then captured for a period of up to fifteen (15) years to finance the eligible public improvements.

(c) Nebraska Affordable Housing Trust Fund (“NAHTF”)

This program is a state-administered program designed to support the development, rehabilitation, and preservation of affordable housing for low- and moderate-income residents across Nebraska.

(d) Rural Workforce Housing Fund (“RWHF”)

This program is a state initiative designed to increase affordable workforce housing in rural communities. It provides grants to help finance housing development, rehabilitation, and infrastructure improvements in non-metropolitan areas, ensuring that rural workers have access to quality housing near employment opportunities.

(e) Tax-Exempt Municipal Bonds

These are bonds issued by state and local governments to finance public projects such as schools, roads, utilities, and affordable housing. The key advantage is that the interest income is exempt from federal income tax, and sometimes state and local taxes, making them attractive to investors.

(f) Low-Income Housing Tax Credit (“LIHTC”)

This program is a federal incentive designed to encourage private investment in affordable rental housing for low-income households. Established in 1986, LIHTC is administered by the Internal Revenue Service (“IRS”) and allocated to states through housing finance agencies.

(g) Discounted Real Estate Purchase Prices

Where the City owns real estate that is suitable for redevelopment for Workforce Housing, the City can sell parcels at a below-market rates to encourage such developments.

(h) Discounted Utilities

The City can discount new utilities and utility extensions for Workforce Housing developments to encourage such developments.

IV. Eligible Areas

For a project to be eligible for Workforce Housing TIF, it must be located within an area that has been, or will be, zoned for residential use(s), and has been designated by the City as a blighted and substandard community redevelopment area, in accordance with the Act.

V. Necessity of Plan and Workforce Housing TIF

Pursuant to the Act, this Plan, along with the utilization of Workforce Housing TIF, is necessary to prevent the spread of blight and substandard conditions. This criterion is met with respect to the City as its needs fall within the prescriptions of Workforce Housing.

The demand for workforce housing has far outpaced the supply. As a result, the current housing stock is not sufficient to support the City’s current workforce, much less the anticipated growth in population and job opportunities within the City. These shortfalls have led to a stagnant housing market – i.e., residents hanging onto what they have due to the lack of supply, which, in turn, only compounds the lack of housing supply. Additionally, a portion of the City’s workforce has been, and will continue to be, relegated to living in satellite communities due to a lack of housing options within the jurisdictional limits of the City, leaving potential tax revenues, growth potential and other economic benefits on the table. Unfortunately, due to current economic conditions and other factors such as high interest rates, material costs, and labor rates, private developers are not stepping up to fill the gaps in the housing market due to the disproportionately low return on investment on development of Workforce Housing.

The implementation of Workforce Housing TIF will address these issues by allowing developers to utilize TIF for the cost to construct the public improvements – thereby offsetting the high costs of construction and allowing the units to be sold at a price point that meets the criteria of Workforce Housing. Accordingly, this Plan will promote additional safe, sanitary, and dignified housing for individuals and families living in the City. Without such additional housing

in the City, it will be unable to support its current trajectory of economic and population growth. This will likely lead to the spread and/or increase in blighted and substandard conditions throughout the City and a less economically viable and stable community as a whole. Workforce Housing TIF is a necessary tool to assist in preventing these undesirable outcomes.

VI. Additional Criteria; Priority

Pursuant to the Act, no redevelopment project shall receive Workforce Housing TIF if it will result in the unjust enrichment of any individual or company. To ensure the same, the City and/or Agency shall take the necessary measures, in their reasonable discretion, to confirm that Workforce Housing TIF is needed to carry out the proposed project.

Irrespective of the finding that a potential project meets the criteria for Workforce Housing TIF eligibility, the City Council and Agency shall have broad discretion in relation to the application, approval and administration of the same; based upon the demonstrated and perceived needs of the City in relation to a particular type of Workforce Housing and/or a specific (geographical) area of need within the City. For example, the City Council and/or Agency may, in its discretion, prioritize high-density residential projects (over single-family residential) in approving (or rejecting) Workforce Housing if such housing is of greater priority and/or need within the City at a given time, and vice versa. Moreover, if it is determined Workforce Housing is most needed in a specific area(s) of the City, such area(s) may receive priority with respect to approval of Workforce Housing TIF.

VII. Workforce Housing TIF Projects; Administration

As provided above, the City and/or Agency shall have full discretion and authority in determining whether a redevelopment project should receive Workforce Housing TIF, based upon the Act, this Plan, the Housing Study, current market and economic conditions, the evolving needs of the City, and other relevant factors. For a redevelopment project to utilize Workforce Housing TIF, the same must be explicitly authorized and implemented via a redevelopment plan approved by the City Council of the City (subsequent to the adoption of this Plan), in accordance with the procedures set forth in the Act.

All redevelopment contracts entered into between the Agency and a redeveloper providing TIF benefits for Workforce Housing will be assessed and negotiated on a case by case basis, with TIF benefits to be determined by the Agency in amounts required to accomplish the goal of incentivizing the development of safe and decent Workforce Housing in the City, while not resulting in the unjust enrichment of the developer, in accordance with the Act and this Plan.

In each redevelopment contract for a Workforce Housing TIF project, a developer's entitlement to Workforce Housing TIF shall be conditioned upon the project's compliance with the Workforce Housing criteria set forth under this Plan and the Act. If some, but not all, of the improvements constructed as part of a redevelopment project meet the eligibility criteria for the

use and application of Workforce Housing TIF, the City and/or Agency may, in its discretion, authorize the use of Workforce Housing TIF for the eligible portion.

RESOLUTION NUMBER _____

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

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

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

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Analysis of Brownfields Cleanup Alternatives (ABCA) – Preliminary Evaluation
Dempster Industries – Gage County Parcel 014509000
Beatrice, NE

Prepared for the City of Beatrice

I. **Introduction and Background**

a) **Site Location**

The former Dempster Industries manufacturing facility is located at 711 South 6th Street in Beatrice, Nebraska. Dempster Industries is comprised of five parcels. The parcel subject to this ABCA is the Eastern Section of Gage County Parcel 014509000. This parcel contains the bulk of the manufacturing buildings and lies adjacent to Highway 77/South 6th Street, which is the main thoroughfare through the City of Beatrice and is one of the first parcels seen when entering the City of Beatrice from the south.

b) **Forecasted Climate Conditions**

The Site is located in the EPA’s climate designation of the Great Plains. The Great Plains extend the entire north-south length of the United States from Canada across to Mexico. The region includes a wide range of ecosystems, seasonal temperatures, and precipitation averages. The Central Great Plains are experiencing rising temperatures, leading to more frequent and intense heatwaves. This can have implications for water resources, energy demands, and overall ecosystem health.

According to the National Oceanic and Atmospheric Administration National Centers for Environmental Information, extreme precipitation events are projected to increase in the State of Nebraska, leading to increased runoff and flooding.

According to Federal Emergency Management Agency Flood Zone Map 31067C0313C, portions of the Site are located within Zone AE of the Big Blue River, which is in the Regulatory Floodway of the Special Flood Hazard Areas. Extreme weather events and increased flooding would have the most significant impact to the Site.

According to the City of Beatrice zoning regulations, the Site is located in Zones GI/FF, which are defined as the General Industrial District and Floodway Fringe District. Park and recreation use within Zones GI/FF are permitted uses by right.

c) **Previous Site Use(s) and Any Previous Cleanup/Remediation**

Mr. Charles Dempster founded the Dempster Mill Manufacturing Company (Dempster) in 1878. Dempster operated for over 100 years and was one of the longest running wind-powered water pump manufacturers in the country. Dempster was responsible for introducing alternative energies in the form of wind power for sustainable agriculture. During

World War II, Dempster significantly contributed to the war effort by producing over 1.5 million 90-millimeter shells, while also continuing to manufacture farm equipment to support the domestic food supply.

The Dempster family owned the company until it was purchased by Warren Buffet in 1961. A group of investors purchased the company from Mr. Buffet in 1963 and changed the name to Dempster Industries, Incorporated. The company was purchased by a private individual in 1985 and by Mr. Wallace Davis in 2008 who changed the name to Dempster Industries, Inc.; Dempster Industries, Inc. went bankrupt shortly after. The property was abandoned, leaving behind a massive eyesore and source of significant environmental contamination. The industrial facility included a foundry, blacksmith shop, machine shop, and metal galvanizing shop that are the source of much of the contamination on and off site. The City of Beatrice took ownership of the property to begin visioning, cleanup, and redevelopment measures.

In March 2021 a fire was intentionally set by trespassers within a trailer outside a loading dock. The fire spread to one of the main manufacturing buildings and caused considerable damage. As a result of the fire, the main building had become structurally unsound. The City of Beatrice removed asbestos-containing materials from the building and deconstructed the building due to safety concerns.

d) Site Assessment Findings

September 2017 – Phase I Environmental Site Assessment

In 2017 the City of Beatrice reached out the Nebraska Department of Water, Energy, and Environment (DWEE) Section 128(a) Brownfields Program for assistance with environmental assessment work. A qualified environmental professional (QEP) under contract with DWEE completed an ASTM E1527-13 complaint Phase I Environmental Site Assessment (ESA) dated September 11, 2017. The Phase I ESA identified several Recognized Environmental Conditions (RECs) at Dempster Industries, including:

- Staining observed on the concrete floor below a hydraulic test bench, an equipment area, and a forge shop.
- Four diesel above ground storage tanks.
- A hazardous material storage area and an oil storage area.
- Two 55-gallon drums, labeled as semi-synthetic coolant, with rusty, expanded bottoms.
- Observed releases from a 5-gallon bucket and two steel drums.
- Several floor drains and two sumps that connect to a storm sewer in a basement that discharges to a drainage way on the adjacent southwest property.
- Two concrete containment pits. An oily sludge was observed in one pit and an unknown liquid was observed in the other.
- The historical use of the property as an industrial facility since 1898.
- The Site is listed in the State Hazardous Waste Site and Superfund Enterprise Management System Archive databases for a dump site to the southwest.
- An upgradient leaking underground storage tank site.

Numerous Phase II ESAs were completed to identify and characterize the contaminants present in soil, soil gas, groundwater, and building materials. **For the purposes of this ABCA, only contaminants identified on the parcel subject to this grant proposal will be discussed.**

January 2018 – Phase II Environmental Site Assessment

In January 2018 DWEE tasked the same QEP to complete an ASTM E1903-11 compliant Phase II ESA to assess any releases to the environment in relation to the RECs identified in the Phase I ESA. As part of the Phase II ESA, five groundwater samples and 14 discrete soil samples were collected. The soil samples were analyzed for Resource Conservation and Recovery Act (RCRA) metals, polycyclic aromatic hydrocarbons (PAHs), total extractable hydrocarbons (TEHs), and volatile organic compounds (VOCs). All 14 soil samples had arsenic concentrations exceeding the DWEE residential Voluntary Cleanup Program (VCP) Remediation Goal (RG) for direct contact. Of those 14 samples, the concentration in seven samples exceeded the average natural background concentration for Gage County, Nebraska; and the concentration in one sample exceeded the industrial VCP RG for direct contact by four orders of magnitude. Five sample locations contained several PAHs within various depths at concentrations exceeding both residential and industrial VCP RGs. One soil sample contained TEHs as diesel fuel and waste oil exceeding the Risk Based Screening Levels for surface soil. One groundwater sample contained naphthalene, and another contained lead above DWEE VCP RGs for direct contact.

June 2018 – Supplemental Phase II Environmental Site Assessment and Asbestos-Containing Materials (ACM) Survey

In June 2018 DWEE tasked the QEP to complete a supplemental ASTM E1903-11 compliant Phase II ESA to delineate the contamination discovered on site, as well as an ACM Survey. The Phase II ESA consisted of five-point composite samples from two locations that were analyzed for RCRA metals; five groundwater sampling locations, including one off-site in the upgradient direction that were analyzed for PAHs, TEHs, and VOCs; 20 discrete soil sampling locations that were analyzed for RCRA metals, PAHs, TEHs, and VOCs; and 11 exterior soil gas samples analyzed for the full suite of VOCs.

Both composite samples had arsenic concentrations exceeding both the residential VCP RG and the average natural background concentration for Gage County. One composite sample contained lead at a concentration exceeding the residential VCP RG, and the other composite sample had lead at a concentration exceeding the industrial VCP RG. One of the groundwater samples had several PAHs and VOCs exceeding their respective direct contact VCP RGs and/or residential vapor intrusion from groundwater VCP RGs. Contaminants in groundwater were detected down to a depth of at least 21 feet below ground surface (bgs). Ten of the discrete soil samples contained arsenic at concentrations exceeding both the residential VCP RG and the average natural background concentration for Gage County. Additionally, the concentration of arsenic in three of the samples exceeded the industrial VCP RG. Lead concentrations exceeded the residential VCP RG at three of the soil sample locations and the industrial VCP RG in two of the sample locations. Contamination was detected down to a depth of at least five feet bgs. Several PAHs were detected in eight of the discrete soil samples

exceeding the residential VCP RGs for direct contact. Contamination was detected down to a depth of at least ten feet bgs. Naphthalene was detected in two of the soil gas samples, and benzene was detected in one soil gas sample at concentrations exceeding their respective residential VCP RGs.

The ACM Survey identified numerous building materials testing positive for asbestos.

February 2021 – Phase I Environmental Site Assessment

In 2021 the City of Beatrice requested a new Phase I ESA to satisfy environmental due diligence requirements prior to purchasing the site. The Phase I ESA identified the following RECs:

- Historical data sources show that the site has been occupied by an industrial facility since at least 1889. The facility included a foundry, blacksmith shop, machine shop, and metal galvanizing shop. Oil, gasoline, and coal storage is documented at the site.
- Soil and groundwater contamination above applicable regulatory screening levels was identified at the site and southwest adjoining property during a Phase II investigation in 2018.
- Based on the consistent presence of free phase petroleum product, unknown extent of contamination, and the upgradient proximity to the site, there is a potential for groundwater and/or soil gas contamination associated with the Rhen Marshall Inc. facility to migrate onto the site.

Recognized Environmental Conditions Specific to the parcel subject to this ABCA

- A hydraulic test bench was observed near the current assembly area on the main floor of Building 5. Evidence of a release was observed on the concrete floor below the equipment.
- A compressor machine was observed in Building 6. Evidence of a release was observed on the concrete floor below the machine.
- Four diesel aboveground storage tanks (ASTs) were observed. Three ASTs are in Building 4 contained in a concrete room. Two ASTs have a capacity of 10,000 gallons, and the third AST has a capacity of 500 gallons. The fourth AST is in the basement of Building 6. This AST has a capacity of 1,000 gallons. The contents and quantity are unknown, but a strong odor was present. The AST was located behind a concrete wall and has a concrete floor above it. The AST can only be viewed through two small openings. The area below the AST could not be observed.
- There are two main drum storage areas on the site: a hazardous material storage area in Building 3 and the attached shed storage area in Building 4.
- Several floor drains were observed throughout the site. The drains are piped through the building and are connected to the storm sewer in the basement of Building 6. The storm sewer discharges to a drainage way southwest of the site. One sump was

observed in Building 5. Staining was observed on the floor in the area around the floor drains.

- Fifteen pad-mounted transformers were observed during the site reconnaissance. Eight transformers and one capacitor are in Building 4, and seven transformers are in Building 6. These transformers are known to contain polychlorinated biphenyl (PCB) oil. Transformers were knocked over and stripped of copper by vandals, releasing the liquid material they contained. Staining and strong odor was observed in Buildings 4, 6, and in the basement of Buildings 6 and 7 where the oil leaked through the floor and flowed down to the wall.
- Soil staining was observed below the former equipment location in Building 1 and in Building 2.
- Standing liquid/water was observed in the main AST containment room in Building 4, and free product was observed floating in a trough below hydraulic fluid barrels in Building 4. A sheen was observed at both locations.
- Three concrete containment pits were observed on the site. An oily sludge was observed in the containment pit in Building 2 and unknown liquid filled the containment pits in Building 6, indicating a release occurred.

DWEE reported the transformer release to the U. S. Environmental Protection Agency (EPA) Toxic Substances Control Act (TSCA) program. Due to the release or threat of release of PCBs at the site, the TSCA program submitted a memorandum referral to the Superfund & Emergency Management Division (SEMD), which was accepted and signed on June 29, 2021. EPA SEMD issued an Action Memorandum on August 18, 2021, amended on October 19, 2021, to address the PCB waste identified at the site.

June 2021 – Supplemental Phase II Environmental Site Assessment

Due to the release of PCB fluid from the vandalized transformers, the City of Beatrice postponed the purchase of the site and requested a Supplemental Phase II ESA from DWEE. DWEE tasked the QEP to complete an ASTM E1903-19 compliant Phase II ESA to collect soil and wipe samples to analyze for PCBs. The Phase II activities consisted of two discrete soil samples and six wipe samples. PCBs were detected in both soil samples at concentrations of 65,000 micrograms per kilogram ($\mu\text{g}/\text{kg}$) and 34,500 $\mu\text{g}/\text{kg}$. PCBs were detected in all six wipe samples at concentrations ranging from 54 to 484,100 $\mu\text{g}/\text{kg}$.

November 2021 – EPA Removal Action #1

On November 1, 2021, two EPA On-Scene Coordinators (OSC), three Emergency and Rapid Response Services (ERRS) contractors, and one Superfund Technical Assessment and Response Team (START) contractor mobilized to the site. PCB-contaminated dielectric fluids were pumped and/or drained from all transformers, capacitors, and associated components. PCB fluids were bulked in 55-gallon steel drums; emptied transformers were palletized and

wrapped; ceramic-top capacitors were consolidated in drums; and all other PCB-contaminated solid waste was packaged in lined and palletized cubic-yard boxes. All wastes were staged inside a locked conex for secure storage pending disposal. Dielectric fluid on flooring inside the two transformer rooms was collected with granular oil sorbent material and bulked for disposal. The flooring was cleaned to the extent practicable, although TSCA confirmation sampling was not conducted.

Further site reconnaissance was conducted during the course of the response action, and other potential Comprehensive Environmental Response Compensation, and Liability Act (CERCLA) hazardous substances that may represent a substantial threat of release to the environment were observed. Additional site investigation/removal site evaluation activities were proposed to further assess site conditions and determine whether additional response actions are warranted.

April 2022 – EPA Removal Site Evaluation

In April 2022 EPA conducted a removal site evaluation to inventory containers and sample pits and free materials at the site. The EPA identified approximately 500 small containers (8 ounces to less than five gallons in size), 70 5-gallon containers, 25 drums less than 55 gallons, 20 55-gallon drums, and a partially full 10-cubic-yard vat. The small containers were grouped into suspected waste streams based on labels, if available. All other containers were sampled, field screened, and categorized into like-waste streams for representative sampling. Field screening of containers identified the following waste streams: basic liquids, basic solids, flammable liquids, flammable solids, neutral liquids, neutral solids, organic halides, organic liquids, and organic solids. Bench-scale compatibility tests were conducted prior to waste profile sampling. Field screening of containers identified characteristically corrosive liquids and CERCLA-listed hazardous substances including ammonium hydroxide, tetrachloroethene, phosphoric acid, and sulfuric acid. Laboratory results confirmed that CERCLA hazardous substances and RCRA hazardous waste for tetrachloroethylene, a D039-listed waste are present at the Site. Analysis of a sample collected from the 10-cubic-yard vat indicated the presence of the CERCLA-listed hazardous substances cyanide compounds, o-cresol, m-cresol, and p-cresol.

All of the abandoned containers and the hazardous substances within were stabilized, segregated, and secured during the removal site evaluation. Containers between 30 and 55 gallons were overpacked into 85-gallon steel overpacks, and smaller containers were placed within individual spill containment areas inside. A locked 6-foot chain-link fence was constructed around the spill containment area.

Additional liquid and solid phase samples were collected from three pits and two piles of free materials (piles on unknown solids) observed inside the building. Analytical results from those samples did not indicate the presence of any CERCLA hazardous substances or RCRA hazardous waste that warrant removal. Additional assessment samples of groundwater, surface soil, surface water, and sediment were collected at locations surrounding the site to determine if off-site migrations of contaminants had occurred. Analytical results yielded no significant concentrations of contaminants attributable to the Dempster Industries site in off-

site environmental media.

Two 10,000-gallon ASTs reside inside the building. Analytical samples collected from the tanks yielded chemical constituents native to diesel fuel. The facility has been abandoned since 2018 and has been reported to be in steady decline since the 1970s and is subject to frequent vandalism. Although the ASTs are inside the building, no temperature or weather controls are in place to prevent further deterioration of the tanks and associated piping. Average temperatures in Beatrice range from as low as 18° F in January to as high as 89° F in July. The freeze and thaw of water that has intruded into the sump pit will continue to cause significant deterioration of the piping connected to the tanks. The EPA OSCs assessed the buildings, ASTs, and site drainage and determined a substantial threat for discharge of diesel fuel exists to nearby navigable waters. The site is located approximately 1,000 feet north of the Big Blue River, a major tributary to the Turtle Creek Reservoir and the Kansas River. The EPA opened an Oil Spill Liability Trust Fund project on May 25, 2022, for \$50,000 to initiate actions at the site.

October 2022 through September 2023 – EPA Removal Action #2

On October 18, 2022, one OSC, one START contractor, and five ERRS contractors mobilized to the site to begin removal operations including receipt of overpack drums and heavy equipment.

On October 19, 2022, ERRS personnel overpacked seven 55-gallon drums that remained on the second floor of the facility. Once overpacked, the drums were then brought to ground level through a 2nd story bay door using a telehandler. ERRS personnel then overpacked the remaining containers less than 55 gallons in volume. During operations, START personnel documented container packaging and ensured that like wastes were packaged together. All overpacked wastes were then placed inside containment and secured behind a locked chain-link fence. In addition, ERRS personnel began preparations for work to clean out the 10-yard vat.

On October 20, 2022, ERRS crews began removal of 19 55-gallon drums inside of the 10-yard vat. Each drum was overpacked in a lined 85-gallon overpack. Approximately 250 gallons of creosote tar remained in the bottom of the 10-yard vat that had leaked from the drums. That material was scraped from the vat and placed in 85-gallon overpacks. Diesel and gasoline were used as a solvent during operations to clean the vat and keep the bucket of the mini excavator from becoming heavily contaminated with the tar.

On October 21, 2022, ERRS crews staged all overpacked wastes inside the containment area and behind the locked chain-link fence. All equipment and personnel demobilized.

On May 23rd and 24th, 2023, the nonhazardous containers of waste were loaded onto a truck for transportation to an offsite approved disposal facility. The remaining small containers were inventoried for appropriate lab packaging and profiling in accordance with disposal facility policy.

On June 5th, 2023, the proposed disposal facility received regional offsite policy clearance to receive the shipment of remaining containers.

During the week of September 11, 2023, the prime and subcontractor personnel met at the site to complete loading of the hazardous materials for transport and disposal. The remaining solid wastes from the storage and packaging were loaded into a roll-off for local landfill disposal. The hazardous materials were transported to a storage facility prior to secondary shipping to the final disposal at a Heritage Environmental operated incinerator in Michigan.

August 2025 – Phase I Environmental Site Assessment with Soil Sampling

The City of Beatrice reached out to DWEE in 2025 to request a Phase I ESA for Gage County Parcel ID 014665000. This parcel is one of five comprising Dempster Industries, and the final parcel that was not yet owned by the City of Beatrice. Due to the recent arson in a building that contained ACM, DWEE offered to contemporaneously collect surficial soil samples at locations near the main industrial building where the fire occurred. The soil sampling consisted of 20 ten-point composite samples collected from the top 1-inch of soil. All soil samples tested negative for asbestos fibers.

e) Project Goal

The City of Beatrice aims to transform the remediated land into a vibrant community asset—a multi-purpose park that will enhance quality of life, promote health and wellness, and align with the broader revitalization plans for the city. The proposed park will include a fitness course, canoe dock, soccer fields, lighted baseball fields, and solar-powered benches and picnic tables, creating a dynamic hub for recreation and community gatherings.

II. Applicable Regulations and Cleanup Standards

a) Cleanup Oversight Responsibility

The DWEE will be the entity overseeing the cleanup of arsenic, lead, and PAHs in soil, while all PCB remediation will adhere to the self-implementing procedures and notification requirements outlined in 40 CFR 761.61. The city plans to enroll the property into the DWEE VCP for environmental guidance and oversight throughout the remediation process. Cleanup standards will be compared to the residential/recreational DWEE VCP RGs for direct contact in soil. In addition, all documents prepared for this site are submitted to the DWEE under Facility ID 23051 and made available to the public via DWEE's online public database.

b) Cleanup Standards for Major Contaminants

Residual contamination requires remediation or mitigation for protection from direct contact with arsenic, lead, PAHs, and PCBs in soil. The city will use the residential/recreational DWEE VCP RGs for the cleanup standards for lead, PAHs, and PCBs, and the natural background concentration for Gage County for arsenic.

Although the ESAs completed for the site identified contaminated groundwater and soil gas, these RECs do not pose an imminent threat to human health and the environment based on the following information:

Groundwater

The Site has been classified as a Remedial Action Class-3 (RAC-3) by DWEE. The RAC-3 category includes sites where groundwater has little or no potential to be used as a public or private drinking water supply and is justified based on a combination of factors, including: the water is of such poor quality that it is unfit for human consumption; there is insufficient yield; the groundwater has been rendered unsuitable for drinking and uneconomical to treat; and/or the groundwater is in areas of concentrated industrial development and is likely to be contaminated.

In 1994, the city of Beatrice adopted changes to its municipal codes prohibiting private domestic wells in the city. All registered wells within 2,000 feet of the site are for groundwater monitoring purposes or heat pump use only. The city wellhead protection area is about four miles northwest of the city. The closest domestic wells present at the time the city adopted changes to the municipal code are about 2,000 feet southwest of the Site, across the Big Blue River.

Based on the aforementioned information, the exposure pathway for contaminated groundwater is incomplete; therefore, no contaminated groundwater will be addressed with this cleanup funding. Remedial activities will include an Environmental Covenant to prohibit the use of underlying groundwater.

Soil Gas

Future use of the site is green space/recreational use with no development of enclosed structures. The exposure pathway for vapor intrusion is incomplete; therefore, no soil gas contamination will be addressed with this cleanup funding. Remedial activities will include an Environmental Covenant to restrict the use to green space/recreational use only with no enclosed structures.

c) Laws and Regulations Applicable to the Cleanup

At a minimum, the regulations or codes that may apply to the cleanup activities include the following:

- Resource Conservation and Recovery Act
- Toxic Substances Control Act
- 40 CFR 761
- Department of Transportation, Hazardous Materials Regulations
- Occupational Safety and Health Act, Hazardous Waste Operations and Emergency Response Standard and applicable Safety and Health Regulations for Construction.
- Remedial Action Plan Monitoring Act, Nebraska Revised Statute 81-15, 181-188
- DWEE Title 128 – Nebraska Hazardous Waste Regulations
- DWEE Title 132 – Integrated Solid Waste Management
- DWEE Title 178 – Environmental Health
- City of Beatrice, Nebraska Code of Ordinances, Chapter 22 – Solid Waste
- City of Beatrice, Nebraska Code of Ordinances Article Four – Zoning District

Regulations

- City of Beatrice, Nebraska Zoning Ordinance, Article Five – Special and Overlay Districts

The DWEE has also issued a policy directive entitled Investigation-Derived Waste and Remediation Waste Consideration (Revised January 2025). This policy applies to the “active management” of waste materials generated during an environmental investigation or remediation project and specifies stringent waste management requirements.

All waste material that will be transported or discharged off the site must be conducted in compliance with regulations listed above.

In addition, all appropriate permits (e.g., 811, soil transport/disposal manifests) will be obtained prior to work commencing.

III. Evaluation of Cleanup Alternatives

Alternatives will focus on soil remediation and include capital costs related to soil excavation and disposal.

a) Cleanup Alternatives Considered

Three different alternatives were considered to address contaminated soil at the site, including:

- **Alternative #1** – No Action
- **Alternative #2** – Excavation and disposal of contaminated soil exceeding proposed cleanup standards to a depth of **two feet below ground surface (bgs)**; placement of a visual demarcation layer at the base of excavation; confirmation sampling of excavated side walls for verification of contamination removal; backfilling the excavation with 20 inches of clay-rich backfill and four inches of topsoil; and implementation of an Environmental Covenant (EC). The EC will impose the following Activity and Use Limitations (AULs).
 - Prevent groundwater use.
 - Maintain the protective soil cap.
 - Restrict land use to parks, greenspace, and recreational use.
 - Adhere to a DWEE-approved Materials Management Plan (MMP) for any necessary subsurface work required below the demarcation barrier. The MMP will be used to guide proper waste handling, characterization and disposal; repairs to the demarcation layer and clay/soil cap; and to inspect and repair any damage to the cap following flooding events.
- **Alternative #3** – Excavation and disposal of contaminated soil exceeding proposed cleanup standards down to a depth of **15 feet bgs***; confirmation sampling of excavated side walls of the excavation in areas where the vertical extent is not

defined; backfilling the excavated areas with clay rich backfill and four inches of topsoil; and implementation of an Environmental Covenant. The covenant will impose the following AULs:

- Prevent groundwater use.

**DWEE considers excavation of contaminated soils to a depth of 15 feet suitable for unrestricted use. Excavations required for utility installations generally do not occur below this depth; therefore, exposure to any residual contamination below 15 feet is not likely.*

b) Evaluation of Cleanup Alternatives

Effectiveness – Including Climate Considerations

- **Alternative #1** – This alternative is not effective in controlling or preventing the exposure of receptors to contamination at the site, particularly in light of the site’s location in a flood plain. Frequent flooding and extreme weather events may cause contaminated surface soils to be carried offsite as the water recedes.
- **Alternative #2** – This alternative is an effective way to prevent receptors from coming into contact with contaminated soils if the soil cap and demarcation barrier are properly maintained. Long-term effectiveness would be achieved through implementation of the Environmental Covenant and the Materials Management Plan. This alternative is also effective for the proposed reuse plan. Based on the location within the 100-year flood plain, additional engineered measures may be required to maintain the integrity of the cap.
- **Alternative #3** – This is an effective way to prevent receptors from coming into contact with contaminated soils. Based on the location of the site within the 100-year flood plain, this alternative is more effective than Alternative #2. The additional excavation and backfill would make ongoing cap maintenance unnecessary.

General Climate Consideration Notes:

Park design planning will consider best management practices regarding green infrastructure in parks and other engineering controls to limit the amount of flood water pooling at the Site.

Implementability

- **Alternative #1** – This alternative is easily implemented because no actions will be completed.
- **Alternative #2** – This alternative is relatively easy to implement, as an excavation depth

of two feet is easily managed. The ongoing monitoring and maintenance of the cap that will be outlined in the Materials Management Plan will require periodic coordination and reporting to the DWEE to effectively control the site and future development. The time required to complete the monitoring, maintenance, and reporting would not be particularly time-consuming. Most maintenance activities would occur following a 100-year flood event.

- **Alternative #3** – This alternative will be more difficult to implement than Alternative #2 due to the substantial amount of excavation that will be required to achieve unrestricted use. This alternative also needs to consider potential landfill volume limitations.

Cost

- **Alternative #1** – There will be no cost under this alternative.
- **Alternative #2** – The estimated cost to complete Alternative #2 is approximately \$3,926,662.75.
- **Alternative #3** – For the purposes of this ABCA, Alternative #3 was liberally estimated to assume that excavation of 15 feet bgs will be required for the entire site. (Contamination may not extend to this depth across the Site, which would significantly decrease the total project cost.) Estimated cost to complete this alternative is \$18,924,630.75.

c) **Recommended Cleanup Alternative**

The recommended cleanup alternative is **Alternative #2**. No action associated with Alternative #1 cannot be recommended because it does not address the site risks. The substantial amount of excavation, analytical, waste hauling, and backfill costs associated with Alternative #3 makes this alternative financially unfeasible. Additionally, Alternative #3 needs to consider potential landfill volume limitations. Alternative #2 prevents exposure to residual contamination and allows for the productive reuse of the property at a fraction of the cost.

Green and Sustainable Remediation Measures for Selected Alternative:

The city plans to ask bidding cleanup contractors to propose green remediation techniques, such as those outlined in *ASTM E2893 – Standard Guide for Greener Cleanups* in their response to the Request for Proposals for the cleanup contract. The city will also be soliciting feedback from community members during the scheduled Public Meeting regarding preferred greener cleanup practices.

Dempsters Cost Estimate – Two-foot Excavation and Back Fill Costs

Item	Unit	Quantity	Unit Rate	Total Cost
Site Mobilization	LS	1	\$125,000	\$125,000
DWEE Voluntary Cleanup Program Oversight Costs	LS	1	\$25,000	\$25,000
Traffic Control for Construction	LS	1	\$25,000	\$25,000
Environmental Oversight	LS	1	\$150,000	\$150,000
Hazardous and Toxic Waste Excavation, Hauling and Disposal	TON	300	\$303	\$90,895
Special Waste Excavation, Hauling, and Disposal	TON	23,000	\$43	\$989,000
Building Demo Bid	LS	1	\$1,000,000	\$1,000,000
Landfill Fees	LS	1	\$150,000	\$150,000
Environmental Cap - Clay (Fill)	CY	17,100	\$24	\$416,377
Environmental Cap - Topsoil (Fill)	CY	3,400	\$31	\$104,294
Visual Barrier	AC	6.4	\$7,000	\$44,800
SWPPP Controls	LS	1	\$20,000	\$20,000
Waste Characterization and Decontamination Sampling	LS	1	\$350,000	\$350,000

Total				\$ 3,490,366.00
Contingency 12.5%				\$ 436,295.75
Grand Total				<u>\$ 3,926,661.75</u>

Dempsters Cost Estimate – Fifteen-foot Excavation and Back Fill Costs

Item	Unit	Quantity	Unit Rate	Total Cost
Site Mobilization	LS	1	\$206,150	\$206,150
DWEE Voluntary Cleanup Program Oversight Costs	LS	1	\$25,000	\$25,000
Traffic Control for Construction	LS	1	\$25,000	\$25,000
Environmental Investigation and Oversight	LS	1	\$250,000	\$250,000
Hazardous and Toxic Waste Excavation, Hauling and Disposal	TON	2,250	\$303	\$681,750
Special Waste Excavation, Hauling, and Disposal	TON	172,500	\$43	\$7,417,500
Building Demo Bid	LS	1	\$1,000,000	\$1,000,000
Landfill Fees	LS	1	\$1,125,000	\$1,125,000
Environmental Cap - Clay (Fill)	CY	165,300	\$24	\$3,967,200
Environmental Cap - Topsoil (Fill)	CY	3,400	\$31	\$104,294
SWPPP Controls	LS	1	\$20,000	\$20,000
Waste Characterization and Decontamination Sampling	LS	1	\$2,000,000	\$2,000,000

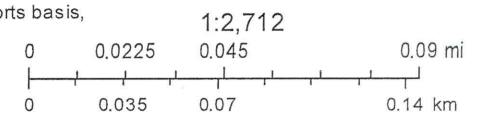
Total	\$	16,821,894.00
Contingency 12.5%	\$	2,102,736.75
Grand Total	<u>\$</u>	<u>18,924,630.75</u>



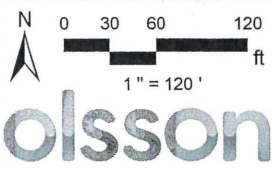
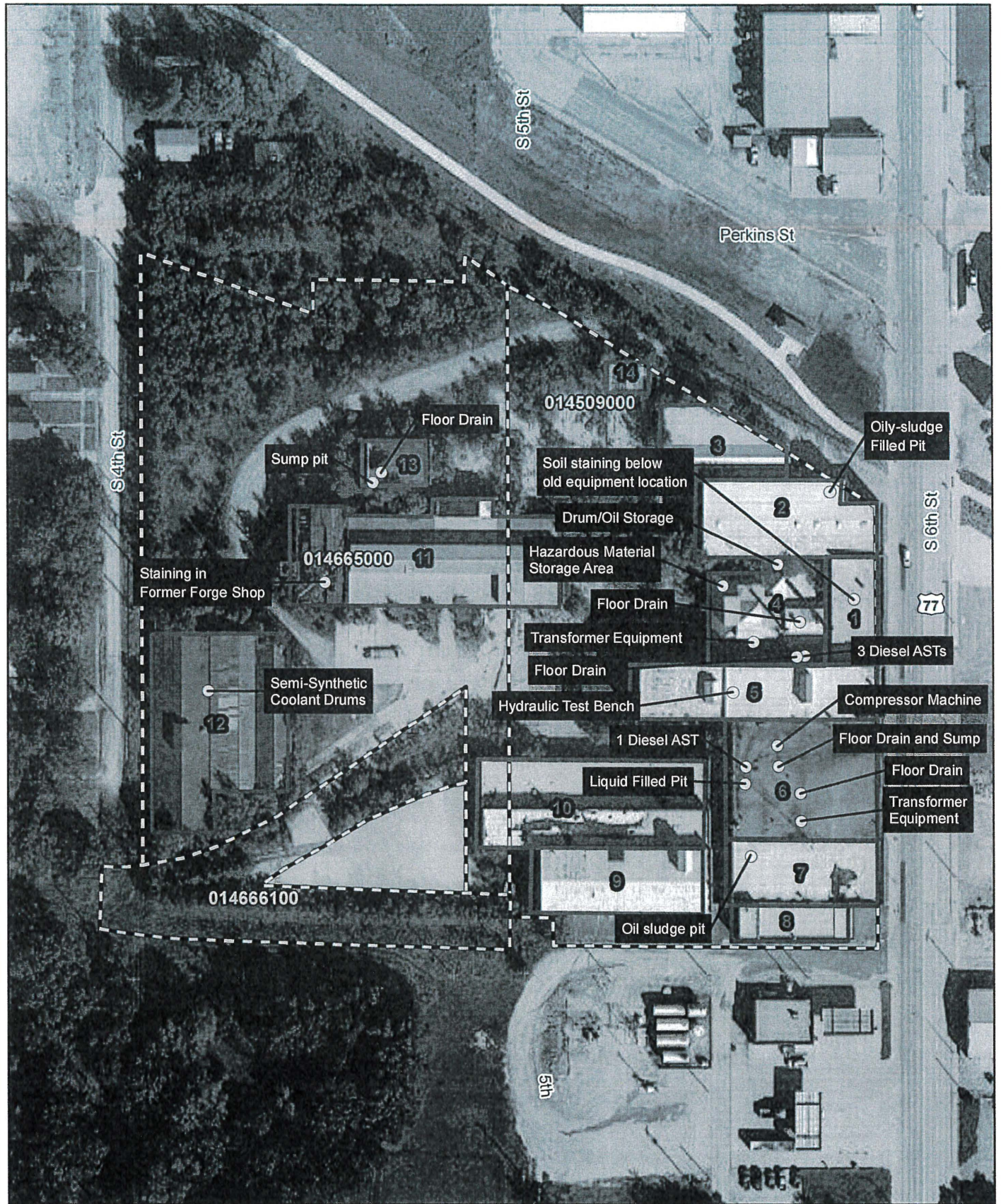
September 18, 2025 19:29 PM **DISCLAIMER:** This map is not intended for conveyances, nor is it a legal survey. The information is presented on a best-efforts basis, and should not be relied upon for making financial, survey, legal or other commitments.

- Parcels
- Sections

Project Area



F:\2021\01501-02000\021-0183\140-Design\GIS\20-01-11_CMRM_ESA Figures.mxd PUBLISHED BY: rdoty DATE: February 16, 2021



- Recognized Environmental Condition
- Property
- Area purchased previously and not included in this Phase I ESA.
- Building w/ ID Number (Determined by Order of Site Recon Visit)

Dempster Industries
 Beatrice, Nebraska
 Olsson Project No. 021-01831
**Building Identification and
 REC Location Map**
 Figure 3

RESOLUTION NUMBER _____

WHEREAS, the University of Nebraska-Lincoln has awarded the City of Beatrice, Nebraska (“City”) funding from the Inflation Reduction Act (“IRA”) Forestry Grant program for the purpose of removing and planting trees throughout the City and for the development of a tree inventory for the City of Beatrice; and

WHEREAS, on or about March 3, 2025, the City Retained JEO Consulting Group, Inc. (“JEO”) to develop the City’s tree inventory (the “Agreement”); and

WHEREAS, the City and JEO desire to execute Supplement #1 to the agreement to retain JEO to inventory additional trees for the City’s tree inventory.

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 are hereby authorized to execute Supplement #1 of the Agreement for Professional Services dated March 3, 2025 to retain JEO to inventory additional trees for the City’s tree inventory. A copy of said Supplement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

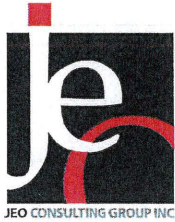
SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



Supplement #1

City of Beatrice Tree Inventory
City of Beatrice, NE
JEO Project # 242242.00

December 12th, 2025

REFERENCE: Supplemental Agreement and Scope of Services between Owner and Consultant for professional services dated February 9, 2025. Except as noted below, all other terms and conditions remain unchanged.

SUPPLEMENT #1 BACKGROUND:

JEO Consulting Group, Inc. (JEO) is providing this fee estimate for additional tree inventory for the City of Beatrice Tree Inventory project. It is JEO's understanding that the proposed project will require additional site visits to assess tree conditions and data collection.

TASK DESCRIPTION:

The consultant shall perform the following tasks for this project:

- **Additional Tree Inventory Phase**
JEO will communicate and coordinate with the City of Beatrice for additional tree inventory east of 6th Street/HWY 77 (see Figure 1). JEO will collect inventory data on trees within the City right-of-way to provide accurate and detailed information.
- **Data Confirmation and Accuracy**
After data collection has been completed, JEO will review the data to confirm accuracy when compared to current aerial imagery. Once data accuracy has been confirmed, the inventory data will be entered into Tree Plotter software.
- **Urban Forest Management Plan**
JEO will use Tree Plotter to analyze selected features of the inventory data and provide the City with the final geodatabase that includes the fields of the data collection. JEO will also provide the City with an Urban Forestry Management Plan for the inventoried areas, including maps of the inventoried trees by GPS location.

PROJECT SCHEDULE

- Additional Tree Inventory Phase – January 5th – March 27th, 2026
- Data Confirmation and Accuracy – March 30th – April 10th, 2026
- Urban Forest Management Plan – March 30th – April 17th, 2026

ADDITIONAL PROJECT FEE

JEO will provide the services described herein for a fixed fee amount of \$28,250. Additional services as requested by the City can be provided based upon JEO's current hourly rate schedule.



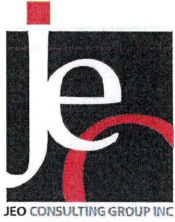
Supplement #1

City of Beatrice Tree Inventory
City of Beatrice, NE
JEO Project # 242242.00

December 12th, 2025

SERVICES NOT INCLUDED WITH THIS PHASE: (If necessary, a fee for these services can be negotiated as part of the next phase.)

- Obtaining right-of-entry to private properties.
- Tree removal or implementing other maintenance items.
- Other biological surveys or compliance with other agency requests.
- Environmental permitting.
- Additional revisions and resubmittals beyond those mentioned above.



Supplement #1

City of Beatrice Tree Inventory
City of Beatrice, NE
JEO Project # 242242.00

December 12th, 2025

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the original Agreement.

Owner:

Engineer: JEO Consulting Group, Inc.

Zach Cunningham

By: Tobias Tempelmeyer

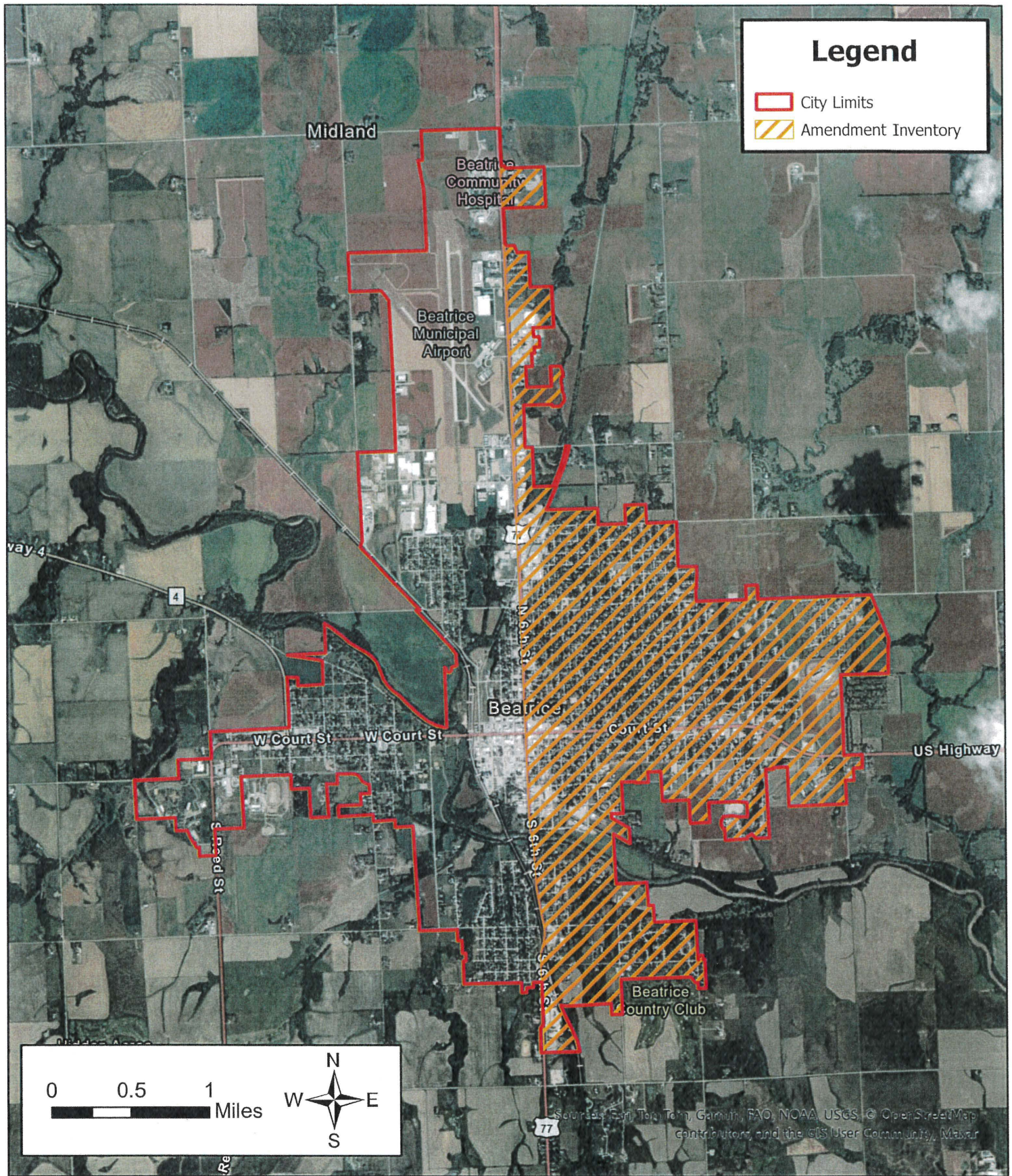
By: Zach Cunningham

Title: City Administrator/General Manager

Title: Environmental Department Manager

Date Signed: _____

Date Signed: 12/12/25



Created By: S. Anderson
 Date: 9/2025
 Software: ArcGIS Pro 3.5.0
 File: Beatrice Tree Inv.aprx

Beatrice Tree Inventory

Amendment Inventory Map Beatrice, NE

This map was prepared using information from record drawings supplied by JEO and/or other applicable city, county, federal, or public or private entities. JEO does not guarantee the accuracy of this map or the information used to prepare this map. This is not a scaled plot.



JEO CONSULTING GROUP INC



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 30, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager
SUBJECT: Wellhead Protection Area Amendment **EXHIBIT(S):**

The City of Beatrice has two wellfields northwest of Beatrice. Due to some recent upgrades in our infrastructure from the wellfields to Beatrice, the City no longer pumps water to Beatrice from the water wells located along the railroad. Since these wells now only serve industrial customers and are not used for drinking water for the City of Beatrice, we want to explore the possibility of amending our Wellhead Protection Area to eliminate the area west of the Big Blue River. As part of this process, we want to hire Olsson's to study this proposal and ensure that the elimination of the western portion of our Wellhead Protection Area does not impact the quality of the City's drinking water supply. The cost of the proposed study is \$4,000.

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., for Wellhead Protection Area Amendment support services.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Letter Agreement for Professional Services with Olsson, Inc., to retain Olsson, Inc., for Wellhead Protection Area Amendment support services. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2025.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 17, 2025

City of Beatrice
Attn: Tobias Tempelmeyer
400 Ella Street
Beatrice, NE 68310

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Wellhead Protection Area Support (the "Project")
Near Beatrice, Nebraska

Dear Mr. Tempelmeyer:

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

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

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

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

SCHEDULE FOR OLSSON'S SERVICES

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

Anticipated Start Date: January 6, 2026

Anticipated Completion Date: January 26, 2026 (Initial NDWEE Submittal)
April 30, 2026 (Final Memo Submittal)

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

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual time of personnel performing such services in accordance with the Labor Billing Rate Schedule(s), and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$4,000.00.

TERMS AND CONDITIONS OF SERVICE

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

Client's designated Project Representative shall be _____.

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

OLSSON, INC.

By Mallory Morton
Mallory Morton, Group Leader

By Ben Day
Ben Day, Senior Project Manager

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

CITY OF BEATRICE

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

- Scope of Services
- Standard Labor Rate Schedule
- Reimbursable Expense Schedule
- General Provisions

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 17, 2025 between City of Beatrice (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: Near Beatrice, Nebraska

Project Description: Wellhead Protection (WHP) Area Support

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

Phase 100 – Wellhead Protection Area Analysis

Task 101 – Wellhead Protection Area Analysis

Initial coordination with the Nebraska Department of Water, Energy, and Environment (NDWEE) has been completed to determine the process for amending the City of Beatrice’s existing WHP area. According to NDWEE, an amendment of the WHP area “must follow the same process as approval for a new plan or area.” A memo describing the removal of the southwestern portion of the WHP area will be prepared and submitted to NDWEE. The memo will include a description of the City’s two wellfields and their current uses. A discussion of the time of travel pathways around the original wellfield and how that does or does not relate to the City’s current drinking water supply will be included.

Assumptions:

- Assumes one round of comments from NDWEE. Olsson anticipates up to three hours to address and resolve comments.

Exclusions:

- Does not include meetings (virtual or in-person) with NDWEE or the Client.
- Does not include adjustments to the current model. New model runs may be completed to show time of travel pathways around the original wellfield.

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

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



2026 Olsson Billing Rate Schedule

<u>Description</u>	<u>Range</u>
Principal	\$156.00 - \$486.00
Project Manager	\$136.00 - \$294.00
Project Professional	\$101.00 - \$258.00
Assistant Professional	\$76.00 - \$187.00
Designer	\$109.00 - \$238.00
CAD Operator	\$66.00 - \$232.00
Survey	\$61.00 - \$230.00 *
Construction Services	\$56.00 - \$305.00 *
Administrative/Clerical	\$51.00 - \$266.00

Note:

1. Special Services not included in above categories will be provided on a Special Labor Rate Schedule
2. Rates subject to change based upon updates to Billing Rates for upcoming year.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.70/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Automobile (Olsson EV)	\$85.00/day
Other Travel or Lodging Cost	Actual Cost**
Meals	Actual Cost**
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

**Rates consistent with the U.S. General Services Administration (GSA) Per Diem for Reimbursable Lodging, Meals and Incidental Costs (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 17, 2025 between City of Beatrice ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

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

SECTION 1—OLSSON'S SCOPE OF SERVICES

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

SECTION 2—ADDITIONAL SERVICES

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

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

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

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

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

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

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

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

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

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

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

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

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

2.2.12 Preparation of operating and maintenance manuals.

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

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

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

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

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

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

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

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

SECTION 3—CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.8 Client shall bear sole responsibility for:

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

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

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

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

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

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

SECTION 4—MEANING OF TERMS

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

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

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

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

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

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

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

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

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

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

SECTION 5—TERMINATION

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

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

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

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

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

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

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

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

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

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

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

6.2 Arbitration or Litigation

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

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

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

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

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

6.3 Certification of Merit

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

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

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

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

7.2 Electronic Files

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

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

7.3 Opinion of Probable Cost

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

7.4 Prevailing Wages

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

7.5 Samples

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

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

7.6 Standard of Care

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

7.7 Force Majeure

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

7.8 Equal Employment Opportunity

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

7.9 Confidentiality

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.11 Controlling Law and Venue

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

7.12 Subconsultants

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

7.13 Assignment

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

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

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

7.14 Indemnity

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

7.15 Limitation on Damages

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

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

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

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

7.16 Entire Agreement/Severability

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



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 30, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager
SUBJECT: State Grant for Airport Hangar Project **EXHIBIT(S):**

The City of Beatrice received funds from Senator Fischer for the construction of a new hangar at the airport. The Nebraska Department of Transportation, Aeronautics Division has offered the City some financial assistance on this project up to \$66,200.

Senator Fischer allocated \$2,850,000 to the City for improvements at the airport. These funds are allocated on a 90/10 split similar to other FAA grants.

We are using Fischer's money for the hangar which had a bid of \$2,260,852 and to updated the PAPI lighting for \$766,000. Between these two projects the City's share is around \$302,685. This grant from the Nebraska Department of Transportation, Aeronautics Division reduces the City's share in these projects.

RESOLUTION NUMBER _____

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF BEATRICE, NEBRASKA, SPONSOR OF THE BEATRICE MUNICIPAL AIRPORT, HELD ON JANUARY 5, 2026.

The following resolution was introduced by Mayor Robert Morgan read in full, moved by _____, seconded by _____ and considered:

RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. 3-31-0009-024-2025, TO BE SUBMITTED TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF THE BEATRICE MUNICIPAL AIRPORT.

Be it resolved by the Mayor and members of the City Council of Beatrice, Nebraska, that:

1. The City of Beatrice shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0009-024-2025 for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of the City of Beatrice is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of Beatrice, and the City Clerk is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, _____ voted yea, and _____ voted nay, and the resolution therefore was declared passed and approved on January 5, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "0"

STATE GRANT AGREEMENT

PROJECT NO. 3-31-0009-024 (B03)

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of Beatrice, Nebraska, hereinafter referred to as the "Sponsor."

RECITALS

The Sponsor has title to or control of the Beatrice Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development:

Construct 10-Place T-Hangar and Taxilanes

A summary of eligible project costs is attached to this Agreement for reference as Exhibit A.

AGREEMENT

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This Agreement is a Federal Match State Grant of a federally funded project.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **two percent (2%) of the actual federally eligible costs incurred** to complete this development under FAA grant 3-31-0009-024-2025; up to **a maximum of \$66,200** in State funds. "Eligible Costs" are defined by the FAA in the grant identified above.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

CONDITIONS

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program (current version on date of allocation: August 9, 2024, is attached hereto and made a part hereof by reference) and all applicable laws and regulations.
2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.
3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.
4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.
5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:
 - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:
 - a. Use the airport to provide aeronautical services to the public; nor
 - b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.
8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.
9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.
10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development on the airport conforms to this plan.
11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all of the covenants made herein.
12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.

13. If this airport ceases to be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this 22nd day of December 2025.

Witness

Director

Executed by the City of Beatrice this _____ day of _____, 2026.

City Clerk

Mayor

EXHIBIT A

Beatrice Municipal Airport (BIE)
Beatrice, Nebraska
AIP Project No. 3-31-0009-024 (B03)
Construct T-Hangar and Taxilanes

AIP-024
COST SUMMARY: (November 2025)

Construction (AHR Construction)

Bid Sections 1 through 6	2,260,852.00
Additional Insured	<u>(1,000.00)</u>
Subtotal	\$2,259,852.00

Engineering (Benesch)

Design	\$191,014.00
Design (amend 1)	(\$14,400.00)
Design: Geotechnical Services	\$24,462.00
Bidding	\$10,998.00
Re-Bidding (amend 1)	\$14,400.00
Construction	\$203,932.00
Construction: Material Testing	\$59,881.00
Close Out	<u>\$13,890.00</u>
Subtotal	\$504,177.00

Independent Fee Estimate (Airport IFE)

IFE	\$2,650.00
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Audit \$10,000.00

Force Account \$13,551.64

Contingencies \$510,000.00

Admin/Audit/Pub/Etc.

NDOT	\$8,621.48
History Nebraska	\$947.88
Legal/Publication	<u>\$200.00</u>
Subtotal	\$9,769.36

TOTALS \$3,310,000.00

SUMMARY OF FUNDS: (November 2025)

Local	\$583,800.00
State	\$66,200.00
Federal (AIP-024)	\$2,637,000.00
Federal (AIP-024 amendment)	\$23,000.00
Federal (IIJA)	<u>\$0.00</u>
Total	\$3,310,000.00

Exhibit A

RESOLUTION NUMBER _____

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

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska.

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

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

All of Lots Twenty-Three (23) and Twenty-Four (24), South Beatrice, an Addition to the City of Beatrice, Gage County, Nebraska.

is hereby designated as a public park and shall be known as A.J. Stoddard Park.

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

RESOLUTION PASSED AND ADOPTED this 5th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

RESOLUTION NUMBER _____

A resolution approving the Declarations of Restrictive Covenants for Corral Crossing Addition and Heritage Heights Addition, both Additions to the City of Beatrice, Gage County, Nebraska.

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

SECTION 1. That the placement of restrictive covenants for Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska, is hereby approved.

SECTION 2. That the Mayor, City Administrator, and City Attorney be authorized and directed to execute and record any and all documents necessary, including but not limited to a Declaration of Restrictive Covenants, to place restrictive covenants upon Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska. A copy of said Declaration of Restrictive Covenants for Corral Crossing Addition, an Addition to the City of Beatrice, Gage County Nebraska is attached hereto, marked as Exhibit "A", and incorporated herein by reference.

SECTION 3. That the placement of restrictive covenants for Heritage Heights Addition, an Addition to the City of Beatrice, Gage County Nebraska, is hereby approved.

SECTION 4. That the Mayor, City Administrator, and City Attorney be authorized and directed to execute and record any and all documents necessary, including but not limited to a Declaration of Restrictive Covenants, to place restrictive covenants upon Heritage Heights Addition, an Addition to the City of Beatrice, Gage County Nebraska. A copy of said Declaration of Restrictive Covenants for Heritage Heights Addition, an Addition to the City of Beatrice, Gage

County Nebraska is attached hereto, marked as Exhibit "B", and incorporated herein by reference.

SECTION 5. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 6th day of January, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Space Above Reserved for Recording Information

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

DECLARATION OF RESTRICTIVE COVENANTS

The City of Beatrice, Nebraska, a municipal corporation ("City"), as owner of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants on the ____ day of January, 2026.

Recitals

WHEREAS, City is the owner of the following real estate, legally described as follows:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), Block Two (2), all in Corral Crossing Addition, an Addition to the City of Beatrice, Gage County, Nebraska (the "Property")

Each lot is referred to herein as a "Lot" and all of the lots are collectively referred to herein as the "Property".

WHEREAS, City intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as Lot Owners.

NOW THEREFORE, these Covenants are established upon the Property as follows:

1. **Use.** No Lot shall be used for any purpose other than for residential purposes.
2. **General Standards for Dwelling Structures:**
 - a. **Single-Family Dwelling Units:** The following general standards of development shall apply to Single-Family Dwelling Units:
 - i. **Minimum Floor Area:** The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft.
 - ii. **Development Requirements:** Each Lot Owner purchasing or otherwise conveyed a Lot by the City shall complete the construction of one (1) house per Lot purchased or otherwise conveyed in accordance with these Covenants.
 - iii. **Basement:** Each dwelling unit shall have a basement with at least one (1) egress window.

iv. **Exterior Finish:**

1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
3. **Front of Dwelling:** A minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
4. **Attached Garage:** All dwellings shall have at least a full size, two-stall attached garage.
5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.

b. **Multi-Family Dwelling Units:** The following general standards of development shall apply to Multi-Family Dwelling Units:

- i. **Minimum Area:** The minimum area for any multi-family housing development, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft. per living unit.

ii. **Exterior Finish:**

1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
3. **Front of Dwelling:** Each dwelling unit shall have a minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
4. **Attached Garage:** Each dwelling unit shall have at least a full size, two-stall attached garage per living unit.
5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.

3. **General Standards for Improvements and Structures Other Than Dwellings:**

- a. **Landscaping:** All front, side, and rear yard areas shall be sodded or seeded upon completion of any building constructed upon any Lot. Storm water swales shall not be disturbed or filled.
- b. **Driveways and Sidewalks:** All driveways and sidewalks must be completed prior to occupancy of the dwelling unit(s). All driveways and sidewalks shall be constructed

with materials authorized by the Beatrice City Code and Beatrice Zoning Ordinance. All driveways shall connect from the primary garage structures to the adjacent public street.

4. **Restriction as to Character of Structure Used as Dwelling:** No trailer, basement, tent, shack, shed, garage, barn, or other outbuilding erected on a Lot on the Property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any Lot.
5. **Pre-Fabricated Structures:** Pre-fabricated or manufactured homes that do not require a building permit to construct, such as mobile homes, trailers, and double-wide mobile homes shall not be permitted on any Lot.
6. **City Requirements:** All buildings to be constructed on the Property shall be constructed in conformity with the requirements of the applicable zoning codes, building codes, and stormwater codes of the City of Beatrice, Nebraska.
7. **Construction of Improvements:** All residence construction shall commence no later than ninety (90) calendar days of the closing of the purchase of a Lot. Commencement shall mean the owner was issued a building permit from the City to build a residential unit on said Lot. All residence construction shall be substantially completed within eighteen (18) months after commencement of such construction or improvements.
8. **Failure to Build; Failure to Complete:** In the event residence construction is not commenced or completed as set forth in Section 7 of these Covenants, the City shall have the right to re-purchase the Lot. The City shall serve the owner with written notice of such intent and thereafter the owner shall have sixty (60) calendar days to transfer the property to the City. The price for such re-purchase of the Lot shall be the sum of the original purchase price of the lot, plus all special assessments which may have been paid by buyer or levied against the Lot after the date of purchase, minus the sum of any unpaid real estate taxes, proration of the current years' real estate taxes to date of closing, title insurance policy premium, and any liens and encumbrances on the property of a definite and ascertainable amount. Conveyance shall be by warranty deed.
9. **General Maintenance Obligations:** Each Lot owner shall be responsible for keeping their Lot mowed and in presentable condition. Each Lot owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Each Lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
10. **Construction Debris:** All excess earth, stumps, slashings, and construction debris must be removed from a Lot within six (6) months from the beginning of construction on said lot; under no circumstances shall any such debris be placed or dumped upon any other Lot.
11. **Nuisances:** No Lot Owner shall cause or maintain, nor permit to be caused or maintained any nuisance, as defined by the Beatrice City Code, upon any Lot at any time.
12. **Term; Binding on all Owners.** All of the of the covenants, restrictions, conditions, and reservations contained herein shall continue and remain in full force and effect at all times as against every person or entity who owns a Lot, regardless of how title is acquired, for a period of not less than twenty (20) years subsequent to the date of recording of these Covenants with the Gage County Register of Deeds. These covenants shall run with the land and shall be binding upon all Lot owners, and shall be enforceable by the City.

13. **Tax Increment Financing ("TIF"):** All Lots within the Property are subject to that certain Redevelopment Agreement between the City of Beatrice and the Community Redevelopment Authority, dated September 20, 2024, providing for the use of Tax Increment Financing ("TIF"). For so long as the Redevelopment Agreement remains in effect, each purchaser, owner, and successor in interest to any Lot shall comply with all obligations, conditions, and requirements set forth therein.
14. **Amendment; Termination; Modification.** These Covenants may be terminated, amended, or modified, in whole or in part, in writing, at any time, only by the City.
15. **Enforcement:** The enforcement of these Covenants may be by proceedings at law or in equity brought by the City against any person or entity violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.
16. **Waiver:** No delay or omission of the part of the City in exercising any rights, power, or remedy herein provided, in the event of any breach of the Covenants set forth herein, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the City of any breach of these Covenants, or for imposing restrictions herein which may be unenforceable.
17. **Severability:** In any one or more of the foregoing provisions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the remaining provisions not declared to be void or unenforceable, but all remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public

Exhibit "B"

Space Above Reserved for Recording Information

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

DECLARATION OF RESTRICTIVE COVENANTS

The City of Beatrice, Nebraska, a municipal corporation ("City"), as owner of the real estate being subjected to these Restrictive Covenants ("Covenants") executes these Covenants on the ____ day of January, 2026.

Recitals

WHEREAS, City is the owner of the following real estate, legally described as follows:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Two (2) all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska (the "Property")

Each lot is referred to herein as a "Lot" and all of the lots are collectively referred to herein as the "Property".

WHEREAS, City intends to sell the Lots to titleholders who shall be subject to these Covenants and shall be referred to as Lot Owners.

NOW THEREFORE, these Covenants are established upon the Property as follows:

1. **Use.** No Lot shall be used for any purpose other than for residential purposes. Single-Family Lots shall be used only for single-family detached dwellings.
 - a. **Single-Family Lots:** For purposes of these Covenants, "Single-Family Lots" shall mean the following Lots:

All of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), and Twelve (12), Block One (1); and all of Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Two (2) all Heritage Heights Addition, an Addition to the City of Beatrice, Gage County, Nebraska.
2. **General Standards for Dwelling Structures:**
 - a. **Single-Family Lots:** The following general standards of development shall apply to the Single-Family Lots:
 - i. **Minimum Floor Area:** The minimum floor area for any dwelling, exclusive of basements, garages, porches, patios, decks, or enclosed decks, shall be 1,250 sq. ft.

- ii. **Development Requirements:** Each Lot Owner purchasing or otherwise conveyed a Lot by the City shall complete the construction of one (1) house per Lot purchased or otherwise conveyed in accordance with these Covenants.
 - iii. **Basement:** Each dwelling unit shall have a basement with at least one (1) egress window.
 - iv. **Exterior Finish:**
 - 1. **Exterior Materials:** All exterior materials shall be muted earth tone in color.
 - 2. **Roofing Materials:** All dwellings shall have a non-reflective roof material that is comprised of or simulates asphalt or wood shingles.
 - 3. **Front of Dwelling:** A minimum of twenty-five percent (25%) brick, stone, or stucco is required on the exterior front of each dwelling.
 - 4. **Attached Garage:** All dwellings shall have at least a full size, two-stall attached garage.
 - 5. **Accessory Structures:** Any and all accessory structures constructed on a Lot shall have a minimum of twenty-five percent (25%) brick, stone, or stucco siding on the exterior front of each accessory structure that is of like or complimentary character and color as the dwelling located on the same Lot, unless the accessory structure is less than 250 sq. ft.
3. **General Standards for Improvements and Structures Other Than Dwellings:**
- a. **Landscaping:** All front, side, and rear yard areas shall be sodded or seeded upon completion of any building constructed upon any Lot. Storm water swales shall not be disturbed or filled.
 - b. **Driveways and Sidewalks:** All driveways and sidewalks must be completed prior to occupancy of the dwelling unit(s). All driveways and sidewalks shall be constructed with materials authorized by the Beatrice City Code and Beatrice Zoning Ordinance. All driveways shall connect from the primary garage structures to the adjacent public street.
4. **Restriction as to Character of Structure Used as Dwelling:** No trailer, basement, tent, shack, shed, garage, barn, or other outbuilding erected on a Lot on the Property shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence on any Lot.
5. **Pre-Fabricated Structures:** Pre-fabricated or manufactured homes that do not require a building permit to construct, such as mobile homes, trailers, and double-wide mobile homes shall not be permitted on any Lot.
6. **City Requirements:** All buildings to be constructed on the Property shall be constructed in conformity with the requirements of the applicable zoning codes, building codes, and stormwater codes of the City of Beatrice, Nebraska.
7. **Construction of Improvements:** All residence construction shall commence no later than ninety (90) calendar days of the closing of the purchase of a Lot. Commencement shall mean

the owner was issued a building permit from the City to build a residential unit on said Lot. All residence construction shall be substantially completed within eighteen (18) months after commencement of such construction or improvements.

8. **Failure to Build; Failure to Complete:** In the event residence construction is not commenced or completed as set forth in Section 7 of these Covenants, the City shall have the right to re-purchase the Lot. The City shall serve the owner with written notice of such intent and thereafter the owner shall have sixty (60) calendar days to transfer the property to the City. The price for such re-purchase of the Lot shall be the sum of the original purchase price of the lot, plus all special assessments which may have been paid by buyer or levied against the Lot after the date of purchase, minus the sum of any unpaid real estate taxes, proration of the current years' real estate taxes to date of closing, title insurance policy premium, and any liens and encumbrances on the property of a definite and ascertainable amount. Conveyance shall be by warranty deed.
9. **General Maintenance Obligations:** Each Lot owner shall be responsible for keeping their Lot mowed and in presentable condition. Each Lot owner shall be responsible for the proper storage and disposal of all construction debris and materials associated with the construction of any improvements upon their Lot. Each Lot owner shall be responsible for the enforcement and monitoring of these obligations for all contractors and suppliers performing work upon their Lot.
10. **Construction Debris:** All excess earth, stumps, slashings, and construction debris must be removed from a Lot within six (6) months from the beginning of construction on said lot; under no circumstances shall any such debris be placed or dumped upon any other Lot.
11. **Nuisances:** No Lot Owner shall cause or maintain, nor permit to be caused or maintained any nuisance, as defined by the Beatrice City Code, upon any Lot at any time.
12. **Term; Binding on all Owners.** All of the of the covenants, restrictions, conditions, and reservations contained herein shall continue and remain in full force and effect at all times as against every person or entity who owns a Lot, regardless of how title is acquired, for a period of not less than twenty (20) years subsequent to the date of recording of these Covenants with the Gage County Register of Deeds. These covenants shall run with the land and shall be binding upon all Lot owners, and shall be enforceable by the City.
13. **Tax Increment Financing ("TIF"):** All Lots within the Property are subject to that certain Redevelopment Agreement between the City of Beatrice and the Community Redevelopment Authority, dated September 20, 2024, providing for the use of Tax Increment Financing ("TIF"). For so long as the Redevelopment Agreement remains in effect, each purchaser, owner, and successor in interest to any Lot shall comply with all obligations, conditions, and requirements set forth therein.
14. **Amendment; Termination; Modification.** These Covenants may be terminated, amended, or modified, in whole or in part, in writing, at any time, only by the City.
15. **Enforcement:** The enforcement of these Covenants may be by proceedings at law or in equity brought by the City against any person or entity violating or attempting to violate any provision hereof. The proceedings may be to restrain the violation of or compel specific performance with the Covenants, or to recover damages.
16. **Waiver:** No delay or omission of the part of the City in exercising any rights, power, or remedy herein provided, in the event of any breach of the Covenants set forth herein, shall be construed as a waiver thereof or acquiescence therein; and no right of action shall accrue nor

shall any action be brought or maintained by anyone whatsoever against the City of any breach of these Covenants, or for imposing restrictions herein which may be unenforceable.

17. **Severability:** In any one or more of the foregoing provisions is declared for any reason, by a court of competent jurisdiction, to be null and void, the judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the remaining provisions not declared to be void or unenforceable, but all remaining provisions not expressly held to be void or unenforceable shall continue unimpaired and in full force and effect.

CITY OF BEATRICE, NEBRASKA,
a Municipal Corporation

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Robert Morgan, Mayor of the City of Beatrice, Nebraska, a Municipal Corporation, on behalf of the corporation.

Notary Public