

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



Pledge of Allegiance

1. **PLEDGE OF ALLEGIANCE**
2. **ROLL CALL**
3. **PROCLAMATION** - "Autism Acceptance Month" – *Ted Fairbanks*
4. **DISCUSSIONS/REPORTS**
 - 4.a. Update on SCC-Beatrice – *Toni Landenberger*
 - 4.b. Presentation by Neapco – *Herb Griebe, Plant Manager - Components*
5. **CONSENT AGENDA**
 - 5.a. Approve agenda as submitted.
 - 5.b. Receive and place on file all notices pertaining to this meeting.
 - 5.c. Receive and place on file all materials having any bearing on this meeting.
 - 5.d. Approval of minutes of regular meeting on March 16, 2026, as on file in the City Clerk's Office.
 - 5.e. Approval of Treasurer's Report of Claims in the amount of \$892,976.47.
 - 5.f. Approval of BASWA Report of Claims in the amount of \$530,235.61.
 - 5.g. Approval of BPW Report of Claims in the amount of \$1,984,386.29.
 - 5.h. Approval of Pay Request #7 in the amount of \$398,693.11 to Building Crafts, Inc., for the WPC Grit Improvements project, as recommended by the Board of Public Works.
 - 5.i. Approval of Pay Request #7 in the amount of \$63,766.06 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
 - 5.j. Approval of Change Order #4 increase in the amount of \$5,933.00 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project.
 - 5.k. Refer claim of Alayna McGinty, Wyatt McGinty, and Isabelle Rios regarding damages to their personal property to the City Attorney and City Insurance carrier for review and disposition.
 - 5.l. Refer claim of Rodney Trauernicht regarding damages to his personal property to the City Attorney and City Insurance carrier for review and disposition.
 - 5.m. Refer claim of Joyce Porter regarding damages to her personal property to the City Attorney and City Insurance carrier for review and disposition.
 - 5.n. Refer claim of Tammy Vculek for an injury occurring on November 16, 2025 to the City Attorney and City's Insurance Carrier for review and disposition.
 - 5.o. Award of bid for the Hannibal Park – Field No. 8 Project – 2026 to Clausen & Sons Dirt Work, Inc., in the amount of \$115,215.00.
 - 5.p. Resolution Number 7751 granting permission to Tall Tree Tastings, LLC, to serve alcoholic beverages in the Beatrice Public Library on Tuesday, April 28, 2026, from 5:00 p.m. to 10:00 p.m., for a "Little Black Dress" event.

- 5.q. Resolution Number 7752 entering into a Wide Area Network (WAN) Leasing and Services Agreement and any and all other documents necessary, between the City and Unite Private Networks, LLC, d/b/a Segra, for Segra to lease WAN Facilities and provide WAN Services to the Beatrice Public Library.
- 5.r. Resolution Number 7753 executing the Amendment to Administrative Service Agreement with Allegiance, and any and all other documents necessary, to reflect the increase in administrative fees paid to Allegiance.
- 5.s. Resolution Number 7754 consenting to the assignment of Evalyn M. Fitzwater's, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991, right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater.
- 5.t. Resolution Number 7755 submitting Payment Request #9 to the Nebraska Department of Economic Development for the reimbursement of eligible costs for the Downtown Revitalization Project 23-DTR-002.
- 5.u. Resolution Number 7756 stopping all traffic traveling south on Crest Drive before entering the intersection of Crest Drive and Scott Street.
- 6. **PUBLIC HEARINGS/BIDS**
 - 6.a. Public Hearing for the purpose of considering the application of Ironwood Grille, LLC, dba, Ironwood Grille, LLC, 1301 Oak Street, Beatrice, Nebraska, for a new application for a Class C liquor license.
 - 6.b. Public Hearing for the purpose to consider amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses.
- 7. **RESOLUTIONS**
 - 7.a. Resolution Number 7757 executing the Professional Services Agreement between the City and JEO Consulting Group, Inc., for the Beatrice Court Street Access and Safety Transformation ("CAST") Initiative, Project DPS-34(46), CN 13608.
 - 7.b. Resolution Number 7758 approving and accepting the bid submitted by Danielle's Approach, LLC, for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport, Grant No. 3-31-0009-025/026/027, subject to and contingent upon the FAA's concurrence in award and offer of an Airport Improvement Program grant.
 - 7.c. Resolution Number 7759 executing Amendment No. 4 to the Agreement dated October 13, 2021, between the City and Alfred Benesch & Company adding supplemental construction and special material testing phase services to assist with the additional observation to take place during the construction phase of the Reconstruct Taxiway 'C' & Apron project.
- 8. **ORDINANCES**
 - 8.a. Ordinance Number 26-10, **second reading**, on the proposed annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

- 8.b. Ordinance amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses.
- 8.c. Ordinance vacating a portion of Lots One (1) and Six (6) and all of Lot Five (5), Beatrice Retirement Village Addition, City of Beatrice, Gage County, Nebraska.
- 8.d. Ordinance approving the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska.
- 8.e. Ordinance vacating all of Progress Boulevard lying in Beatrice Business Campus Subdivision, City of Beatrice, Gage County, Nebraska.
- 8.f. Ordinance conveying real estate owned by the City to Southeast Community College Area.
- 9. **RESOLUTIONS**
 - 9.a. Resolution Number 7760 entering into a Contract for Sale of Real Estate with Southeast Community College Area.
- 10. **PUBLIC FORUM**
- 11. **DISCUSSIONS/REPORTS**
 - 11.a. 2025 Beatrice Police Department Annual Report.
- 12. **EXECUTIVE SESSION - Contract Negotiations**
- 13. **MISCELLANEOUS**
 - 13.a. The next regular City Council meeting is April 20, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.



PROCLAMATION

- WHEREAS,** anyone can be affected by autism, regardless of race, religion, socioeconomic status, or geography; and children and adults with autism are our family members, friends, neighbors, coworkers, and students; and
- WHEREAS,** autism affects one (1) in thirty-one (31) people worldwide, impeding communication and social interaction; and
- WHEREAS,** each individual with autism carries a unique diagnosis across the spectrum and has distinctive skills, characteristics, and qualities; and
- WHEREAS,** the aim for Autism Acceptance Month is to provide a dedicated time to amplify autistic voices, encourage early understanding, and promote lifelong acceptance; and
- WHEREAS,** the City of Beatrice wishes to acknowledge the need to support, understand, accept, include, and empower people on the autism spectrum.

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

AUTISM ACCEPTANCE MONTH

in the City of Beatrice and encourage our citizens to learn more about the unique perspectives of individuals with autism and to support them, their families, and their health care providers.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 6th day of April, 2026.

Robert Morgan, Mayor

Herbert Griebe

Plant Manager - Components

Married (Lisa) 2 sons in their 20s living in St Louis.

Company Work History:

Neapco (Beatrice, Ne) **2023**

SKF (St Louis, MO) **2018 – 2022**

Eaton Corporation (Highland, IL) **2013 – 2018**

The HON Company (Muscatine, IA) **2008 – 2013**

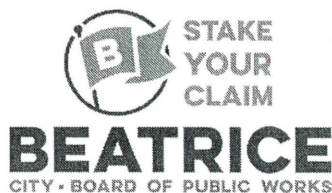
Chrysler Group & DaimlerChrysler (Center Line, MI) **1997 – 2008**

NOTICE OF MEETING

Notice is hereby given that a meeting of the Mayor and Council of the City of Beatrice, Nebraska will be held at 6:00 P.M. on April 6, 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

April 1, 2026



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

MARCH 16, 2026

6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 16th day of March, 2026, beginning at 6:00 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on March 11, 2026, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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

ROLL CALL

Attending: Mayor Morgan, Councilmembers: 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.

Proclamation – Proclaiming March 21, 2026 as “World Down Syndrome Day”

Mayor Morgan presented the proclamation for “World Down Syndrome Day – March 21, 2026” to Monte Murkle, 7001 West Aspen Road, Clatonia, Nebraska. Murkle reported people with Down Syndrome often feel isolated and inclusion starts with intention and encouraged the Council to consider where space can be made for more people with Down Syndrome, where barriers can be removed, and how can we celebrate more people with Down Syndrome.

Check Presentation from GCED to the City / Check Presentation from the City to NGage

Mayor Morgan introduced Paul Garnett representing Gage County Economic Development (“GCED”). Garnett thanked Mayor Morgan and the Council for their work with GCED. Garnett noted GCED was closed in 2010 and he was recently contacted by Pinnacle Bank regarding a GCED account that had remained open for a number of years that had a significant amount of funds. Garnett stated the funds would be split between the City and Gage County. Garnett presented a check to the City in the amount of \$15,973.11. Mayor Morgan then presented a check in the amount of \$15,973.11 to representatives of Gage Development Coalition.

DISCUSSIONS/REPORTS

Presentation of Auditor's Report and the Annual Comprehensive Financial Report for the year ending September 30, 2025 – Abby Dobson, FORVIS

Abby Dobson, FORVIS, appeared before the Council to present the Auditor's Report and Annual Comprehensive Financial Report ("ACFR") for FY25. Dobson thanked Hannah Bell, Finance Director, and her team for the work with the audit, as well as the preparation of the ACFR. Dobson gave an overview of the Audit Communication Letter to the Council. Dobson reported FORVIS has provided an unmodified, or clean, opinion of the City's finances with no exceptions. Dobson noted there were no instances of any significant deficiencies or material weaknesses with the City's financial statements or internal controls. Dobson explained FORVIS' responsibility when conducting an audit is to form and express opinions about whether the financial statements prepared by management meet the Generally Accepted Accounting Principles (GAAP). Dobson noted FORVIS does not audit every single transaction that took place for FY25. Dobson further noted FORVIS does not audit the Beatrice Public Library Foundation financial statements. Dobson noted the City is not required to complete a full ACFR, however, completion of the ACFR allows the City to apply for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting, which the City has received in the past. Dobson explained this certificate means the report contains enough information to truly be a comprehensive report.

Dobson noted there were no unusual policies or accounting methods reported, and no alternative accounting treatments reported. Dobson reported there was only one (1) audit adjustment made to the audit. Dobson explained this adjustment was for accrued interest payable and interest expenditures, where FORVIS proposed a change. Dobson stated she worked with Bell to ensure these audit adjustments were properly recorded in the financial statements.

Councilmember Hydo stated the audit process given to the public every year is an exercise in transparency. Councilmember Hydo explained all of the City's finances, including where we obtain funding and where it is spent, and is published for all residents to see. Councilmember Hydo encouraged those who are interested in this to do a deep dive into the reports. Councilmember Hydo noted approximately 68% of the City's expenditures from the General Fund are for public safety and culture and recreation, which includes parks, City buildings, and the library, accounts for another 12%, which shows approximately 80% of the City's funds are spent for the people of Beatrice. Councilmember Hydo noted there is also a Schedule of Expenditure of Federal Awards, which shows much of what the City is able to do for the community comes from grants, including federal grants. Councilmember Hydo inquired about the dollars for closure and post-closure for the City's landfill and why that dollar amount is so high. Bell explained this number is based on a number the City is given by the State every year and the number deals with the amount of space available at the current landfill and how many years we can continue to operate at the current landfill, and also the closure costs afterward.

Councilmember Doyle thanked Bell for the work she and her staff put into developing these reports. Councilmember Doyle stated he liked that FORVIS includes information such as Construction Value increases, Police Department citation numbers, and public safety/fire-rescue calls so the public can see how much these entities are used and the value added to the City. Councilmember Doyle noted in 2016 we had 153 employees, and in 2025 we had 152 employees, and gave credit to previous mayors, staff, and administration.

Councilmember Fairbanks stated he appreciated that the reports were concise and easy for him to understand. Councilmember Fairbanks inquired how the City chose Dobson and her firm to conduct our

audits. Tobias J. Tempelmeyer, City Administrator/General Manager, reported the City had used other firms in the past for the audit, however, after a while the quality of their work declined. Tempelmeyer stated the City put out an RFP for audit firms, and FORVIS, previously known as BKD, was chosen and has done a great job ever since. Councilmember Fairbanks noted the de minimis rate for the City's grants. Dobson explained most municipalities do not use this because they often have enough direct costs covered by the grant so they do not have to charge for indirect costs very often. Councilmember Fairbanks inquired if FORVIS only audits municipalities, or if they also audit private sectors. Dobson stated her firm is large enough to specialize and most of what she does is for municipalities or other governmental agencies.

Mayor Morgan thanked Bell and Dobson for all of the work done on this year's audit.

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on March 2, 2026, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,160,525.91.
- f. Approval of BASWA Report of Claims in the amount of \$60,458.84.
- g. Approval of BPW Report of Claims in the amount of \$1,058,652.64.
- h. Approval of Pay Request #6 in the amount of \$105,423.65 to Building Crafts, Inc., for the WPC Grit Improvements project, as recommended by the Board of Public Works.
- i. Approval of Pay Request #6 in the amount of \$135,452.65 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, as recommended by the Board of Public Works.
- j. Approval of Final Pay Request in the amount of \$5,900.70 to R.L. Tiemann Construction, Inc., for the 4th and 5th Street Downtown Improvement Project – 2025, as recommended by the Board of Public Works.
- k. Resolution Number 7738 executing the Master Agreement Work Order No. 8 between the City and Olsson, Inc., to update the sanitary sewer model with a new residential development, as recommended by the Board of Public Works.
- l. Resolution Number 7739 granting KWBE, and its designees, permission to serve alcoholic beverages and to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park and the Carnegie Building on Friday, June 12, 2026, from 6:00 p.m. to 10:00 p.m., as part of their annual celebration event.
- m. Resolution Number 7740 reappointing Darin Baehr to the Board of Public Works.
- n. Resolution Number 7741 revising the Employee Technology Usage Policy.
- o. Resolution Number 7742 revising the City of Beatrice Handbook for Non-Union Employees.
- p. Resolution Number 7743 executing the First Amendment to the Union Contract with the Fraternal Order of Police Lodge 84, to establish a comp time – qualified and comp time – non-qualified bank.
- q. Resolution Number 7744 executing the General Release, Request for Reconveyance, and the Deed of Reconveyance, along with all other necessary documents to release and discharge A & N Dog Boarding, LLC, and Nicholas Bell and Hannah Bell, and David F. Bell and Amy R. Bell, regarding their LB840 Loan Agreement.
- r. Resolution Number 7745 executing an Agreement with PDI Technologies, and any and all other documents necessary, to establish credit card processing for purchases made at the Beatrice Municipal Airport.

Councilmember Hydo inquired why the City was entering into the contract described in item k. Tobias J. Tempelmeyer, City Administrator/General Manager, explained the City updates this model from time to time to ensure our sanitary sewer system is adequate to serve the City. Tempelmeyer added there are a number of residential developments in the process of being constructed, such as Beatrice Commons, Heritage Heights, and Corral Crossings, and the City wants to ensure there are no issues with the model as these residential developments are constructed.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

Public Hearing for the purpose of considering the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained that this is the parcel located just west of the Industrial Park on the west side of Southwest 32nd Road, which is owned by Armstrong Rentals, LLC. Tempelmeyer noted the parcel consists of approximately 10.01 acres and the parcel was recently rezoned as General Industrial (GI). Tempelmeyer stated when the City looks to annex a property, we look at whether the parcel is contiguous to the City limits and is urban or suburban in character. Tempelmeyer stated now that the parcel has been rezoned as GI, all factors are met for annexation.

Councilmember Fairbanks stated when a property is annexed into the City limits, the City's two-mile extraterritorial jurisdiction is also pushed outward. Councilmember Fairbanks inquired if property owners ending up in the City's extraterritorial jurisdiction are notified that they are now within the jurisdiction. Tempelmeyer stated the extraterritorial jurisdiction is usually only amended after annexing a significant amount of property and not for every annexation. Tempelmeyer noted generally the property owners that end up in the extraterritorial jurisdiction are not notified as part of the annexation process.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 7:00 p.m.

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

MOTION CARRIED.

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

Mayor Morgan announced that a public hearing will now be held for the purpose of considering amending Section 505 of Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Special and Overlay Districts definitions, and adding Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts.

Tobias J. Tempelmeyer, City Administrator/General Manager, stated the proposed amendments to the Zoning Ordinance come to us for a couple of reasons. The first reason is that certain institutions within the City own large properties, such as Southeast Community College and the Beatrice Community Hospital, and from time to time they require extra buildings for storage and other incidental uses. Tempelmeyer stated under the current rules, these properties would have to be subdivided several times in order to erect the extra structures they require. Tempelmeyer stated the second reason is the City was approached by Christ Community Church, who wanted to further develop their property. Tempelmeyer explained he looked at how other communities had addressed this issue, and it was found that many communities have created Campus Overlay Districts to designate certain parcels as campuses. Tempelmeyer explained overlay districts are for charitable, education, government, religious, and medical institutions.

Tempelmeyer stated a property owner is required to have a minimum of ten (10) contiguous acres in order to apply, which places a limit on the number of institutions that can apply. Tempelmeyer explained that applicants are required to submit a Master Development Plan to show how traffic will flow through the property, how stormwater drainage will be handled, what structures are being proposed and their purpose, and to ensure all required setbacks are met. Tempelmeyer noted applicants will come before the Planning and Zoning Commission before coming to City Council for approval, and when something changes on the campus, applicants would be required to go through the same process to amend their Master Development Plan.

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

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

MOTION CARRIED.

RESOLUTIONS

Resolution Number 7746 entering into an Agency Agreement with the Department of Transportation, Division of Aeronautics, for Project No. 3-31-0009-025/026-2026 for the purpose of obtaining Federal assistance for the Airport

Mayor Morgan introduced Resolution Number 7746 entering into an Agency Agreement with the Department of Transportation, Division of Aeronautics, for Project No. 3-31-0009-025/026-2026 for the purpose of obtaining Federal assistance for the Airport.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7746 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is for the Airport's NAVAID lighting project. Tempelmeyer further explained this project is part of a grant award from the State of Nebraska and the federal government. The total project costs are estimated to be approximately \$1.3 million, with the federal government covering approximately \$1.24 million. Tempelmeyer stated the City's share is approximately \$49,000.00, and the State's share is approximately \$16,000.00. Tempelmeyer noted assuming this is approved, bids are expected to be accepted on or about March 19th, with bid approval taking place at the next meeting.

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 7746 – Passed and Adopted – entering into an Agency Agreement with the Department of Transportation, Division of Aeronautics, for Project No. 3-31-0009-025/026-2026 for the purpose of obtaining Federal assistance for the Airport.

Incorporated into the Minute Record by Reference

Resolution Number 7747 establishing various fees

Mayor Morgan introduced Resolution Number 7747 establishing various fees.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7747 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained the fee resolution is being brought forward to add the proposed Campus Overlay District application fee of \$150.00. Tempelmeyer noted other proposed changes include: adding a ramp fee for customers who park their planes on the Airport ramp; updating the Library's fax and scanning prices, as well as establishing a monthly rate for the Makerspace; backhoe and loader fees were updated; and a fee for bulk water sales was added.

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 7747 – Passed and Adopted – establishing various fees

Incorporated into the Minute Record by Reference

Resolution Number 7748 entering into an Agreement for the Purchase and Sale of Renewable Energy Certificates between the City and ACT Commodities, Inc

Mayor Morgan introduced Resolution Number 7748 entering into an Agreement for the Purchase and Sale of Renewable Energy Certificates between the City and ACT Commodities, Inc.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7748 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained Cottonwood Windfarm produces Renewable Energy Certificates (RECs) for the City which have a value in the market to various companies. Tempelmeyer stated from time to time the City looks to sell some of their RECs. Tempelmeyer noted we have a few vendors we contact to determine the pricing for the RECS we sell, and this time the City is looking to RECs through ACT Commodities, who we have used in the past.

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 7748 – Passed and Adopted – entering into an Agreement for the Purchase and Sale of Renewable Energy Certificates between the City and ACT Commodities, Inc.

Incorporated into the Minute Record by Reference

Resolution Number 7749 executing the Agreement with HDR, Inc., and any and all other documents necessary, retaining HDR, Inc., to provide project management services, including procurement of equipment, environmental permitting, and natural gas pipeline extension, for the development of a natural-gas fired electric generation facility

Mayor Morgan introduced Resolution Number 7749 executing the Agreement with HDR, Inc., and any and all other documents necessary, retaining HDR, Inc., to provide project management services, including procurement of equipment, environmental permitting, and natural gas pipeline extension, for the development of a natural-gas fired electric generation facility.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7749 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained at a previous meeting the City Council voted to move this process forward and the next step in the process is to procure equipment for the project. The proposed resolution is to retain HDR, Inc., to assist the City with procurement as well as other tasks, including assisting with the development of bid documents, preliminary engineering, air permitting, additional environmental permitting, agency interaction, connecting to natural gas pipelines, and the owner-furnished equipment design and review support. Tempelmeyer reported all of the tasks contained in the proposed contract are anticipated to be completed in approximately one (1) years' time. Tempelmeyer noted there are number of tasks highlighted in gray in the agreement and explained these tasks are not part of the current agreement, however, are the next steps to be taken once the current tasks are completed. Tempelmeyer stated the agreement is set up as a time and materials agreement, with an estimated cost of approximately \$890,000.00. Tempelmeyer stated all of the potential partners for this project understand that they will each pay proportionally the costs of this agreement as well as other previous costs the City has already incurred.

Councilmember Doyle inquired if the resolution the Council passed committing to the next steps of the project is enough to show potential partners that the City is serious about moving forward. Tempelmeyer stated all steps taken so far have been sufficient for the communities he has spoken with, and the real test will be when we bring back an interlocal agreement back to Council to enter into an entity or when significant funds will need to be expended to furnish equipment.

Councilmember Ruh inquired about a power company in the past not allowing the City to use their transmission lines for a previous power plant project, and whether we think that could be a risk for this project. Tempelmeyer stated transmission lines were not the issue in 2015, the issue was it was proposed to have a private party own the Plant with the City to purchase offtake from it, which was opposed as it was not considered to be a public power project.

Councilmember Fairbanks inquired whether any of the potential partners we have talked to have been surprised by the potential cost of the project. Tempelmeyer stated no partners have voiced any complaints as to the cost of the project.

James Nelson, 1025 North 6th Street, Beatrice, Nebraska, appeared before the Council to ask whether the proposed agreement that was given to the Council in their packets had a dollar amount for costs. Nelson stated he requested the agreement on Friday of the previous week, and the agreement he received had

no dollar amount. Tempelmeyer stated the agreement with the dollar amount was not provided to the City until Monday morning. Nelson then cited a news article regarding a proposed law that would authorize companies such as Google to build their own power plant which would eliminate the need for the City to build their own power generation plant.

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 7749 – Passed and Adopted – executing the Agreement with HDR, Inc., and any and all other documents necessary, retaining HDR, Inc., to provide project management services, including procurement of equipment, environmental permitting, and natural gas pipeline extension, for the development of a natural-gas fired electric generation facility.

Incorporated into the Minute Record by Reference

Resolution Number 7750 executing the Encroachment Agreement with Landmark Snacks, LLC, and any and all other documents necessary, to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities

Mayor Morgan introduced Resolution Number 7750 executing the Encroachment Agreement with Landmark Snacks, LLC, and any and all other documents necessary, to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7750 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this Agreement relates to the parcel being developed by Landmark Snacks in the Industrial Park. Tempelmeyer stated because Landmark Snacks is disturbing more than one (1) acre of ground for their project, they are required to have stormwater detention facilities. Tempelmeyer reported the way Landmark's engineers have designed the facilities, they will encroach onto City-owned property. Tempelmeyer noted he and James Burroughs, City Engineer, discussed this with Landmark Snacks and this encroachment agreement was proposed. Tempelmeyer reported the facilities will encroach onto the City's property by approximately three (3) feet and this agreement will allow Landmark Snacks enough room for future expansion. This arrangement will also allow the City to install a water main around their property in order to provide fire flows to the property. Tempelmeyer stated further this agreement will help with ensuring that there will not be such a drastic drop off between the properties due to the installation of these facilities. Tempelmeyer stated there is no stormwater inlet located on the road, and this arrangement allows Landmark to have the water flow south through the City's right-of-way so it can reach the drainage system to the south. Tempelmeyer explained the proposed agreement allows Landmark to build onto our property and to enter onto our property in order to construct and maintain their required stormwater drainage facilities.

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 7750 – Passed and Adopted – executing the Encroachment Agreement with Landmark Snacks, LLC, and any and all other documents necessary, to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

Incorporated into the Minute Record by Reference

ORDINANCES

Ordinance regarding the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice

Mayor Morgan introduced an ordinance regarding the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-10, the title thereof be approved, said ordinance be read by title only one (1) time tonight.

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

MOTION CARRIED.

Mayor Morgan read Ordinance Number 26-6 by title only the first time.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained for annexations, ordinances must be read at three (3) separate meetings, and the rules cannot be suspended. Tempelmeyer stated by voting to approve this ordinance tonight, the Council is not approving the annexation, however, they are approving the ordinance to be read again at the next meeting, and the process should be completed by the end of April.

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.

Mayor Morgan read Ordinance Number 26-10 by title once:

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

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

Mayor Morgan introduced an ordinance amending Section 505 of Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Special and Overlay Districts definitions, and adding

Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-11, 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 26-11 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-11 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, stated this ordinance is for the Campus Overlay District amendments discussed during the public hearing.

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 26-11 – Passed and Approved – amending Section 505 of Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Special and Overlay Districts definitions, and adding Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts.

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 reported the City's CAST Initiative, or the downtown highway reroute project, is underway. Tempelmeyer explained there are a number of black and white squares in many of the intersections throughout the downtown and these are part of the LIDAR JEO is using to map the downtown. Tempelmeyer noted some smaller poles have been attached to a few of our power poles which are traffic counters used for the surveying portion of the project. Tempelmeyer noted with any federal project, there are a number of meetings, and the kick-off meeting for the project is scheduled for this week and a red-flag meeting is scheduled for next week. Tempelmeyer explained the red-flag meeting is where JEO and the Department of Transportation will walk the project site to determine what, if any, red-flags stand out to them that could cause issues with the project.

Tempelmeyer reported the Airport taxiway project is getting closer to completion, and we are now in the punch list phase of this project. Tempelmeyer noted the City had a kick-off meeting for the hangar project and the contractor anticipates starting on the project this week. Tempelmeyer stated bids are due back Thursday for the NAVAID light project and Benesch will review the bids and make a recommendation in the next couple of weeks.

Tempelmeyer reported the City anticipates receiving our permit tomorrow for the new landfill.

Councilmember Eskra asked Tempelmeyer to explain the equalization funds they discussed last week. Tempelmeyer reported Municipal Equalization Funds are additional State tax dollars the City receives. Tempelmeyer noted all first-class cities are eligible to receive them, however, the amount received is based on a math formula. Tempelmeyer explained if a city's property tax levy is above the state average, the city receives municipal equalization funds. Tempelmeyer stated Beatrice has received up to \$1 million in the past, and the City will be receiving approximately \$800,000.00 this year and approximately \$750,000 next year. Tempelmeyer reported the State is looking to take funding from municipal equalization funds due to their budget shortfall. Tempelmeyer noted the State argues that cities will only lose around \$50,000.00, however, he thinks it will be substantially more. Tempelmeyer stated municipal equalization funds go into the General Fund, which funds police and fire, as well as recreational and cultural budget items.

ADJOURNMENT

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

Moved by McLain, seconded by Fairbanks, that the meeting be adjourned at 7:37 p.m.

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

MOTION CARRIED.

Amanda Kuhlman, Deputy City Clerk

Robert Morgan, Mayor

City Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$95.00; Alfred Benesch And Company, Ex, \$19,057.73; All Copy Products, Se, \$247.76; Awards Unlimited, Inc, Su, \$69.10; Barnes And Noble Bookstores Inc, Ex, \$134.39; Beatrice Area Solid Waste Agnc, Re, \$83,575.33; Beatrice Community Hospital, Se, \$465.00; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$170.24; Beatrice Ready Mixed, Su, \$726.25; Beatrice Sand And Gravel, Su, \$4,882.72; Bizco Inc, Su, \$840.41; Blue Valley Door Co. Inc, Se, Su, \$2,112.50; Board Of Public Works, Re, \$394,027.60; Bomgaars Supply Inc, Su, \$762.23; Bound Tree Medical Llc, Su, \$2,992.80; Cardmember Service, Ex, Fe, Se, Su, \$12,635.78; Carpenter Paper Co, Su, \$318.02; Carthel, Jason L, Se, \$178.00; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$367.51; City Motor Supply, Su, \$108.06; City Self Insured Health Plan, Re, \$313,600.00; City Treas. Petty Cash, Re, \$117.50; City Treasurer, Re, \$77,847.73; Civicplus Llc, Su, \$4,025.00; Column Software Pbc, Fe, \$446.73; Creighton University-Ems Ed, Fe, \$1,400.00; Das State Acctg-Central Finance Ocio, Se, \$659.40; Datashield Corporation, Se, \$109.06; Diode Communications, Se, \$524.48; Earl's Window Service, Se, \$94.00; Ebsco Information Services, Se, \$1,365.00; Echo Group, Inc, Su, \$63.58; Elliott Equipment Co, Su, \$4,055.05; Endicott Clay Products Company, Su, \$1,224.00; Extreme Motorsports, Su, \$85.00; Farmers Cooperative, Su, \$3,796.47; Fastenal Company, Su,

\$113.13; Gage County Eqpt Inc, Su, \$135.78; Gage County Register Of Deeds, Fe, \$160.00; Gage Development Coalition, Re, \$15,973.11; Galls Llc, Su, \$110.41; Global Payments, Fe, \$48.80; Hamm Inc, Su, \$12,630.27; Hometown Leasing, Se, \$1,802.66; Inland Truck Parts And Service, Su, \$897.15; J And A Traffic Products, Su, \$2,490.00; J And B Window And Graphics Inc, Se, \$115.00; Jason Zvolanek, Ex, \$12,200.00; Jeo Consulting Group Inc, Ex, \$18,773.75; Jeremy Seggerman, Re, \$950.61; Jobman, Russell, Re, \$255.55; John A Garcia, Su, \$164.00; Johnny's Welding Inc, Su, \$10.48; Johnson County Sheriff's Office, Fe, \$300.00; Johnstone Supply, Su, \$551.00; Jones Automotive, Inc, Se, Su, \$1,534.02; Lammel Plumbing Inc, Su, \$7.22; Lampton Welding Supply Co., Inc, Su, \$1,426.79; Landmark Implement Inc, Su, \$63.82; Language Line Services, Se, \$4.72; Larry's Tire And Service Inc, Se, \$60.00; Lincoln Journal-Star, Fe, \$192.21; Mead Lumber And Rental-Beatrice, Su, \$281.76; Michael Vanlaningham, Se, \$599.00; Midwest Laboratories Inc, Se, \$334.00; Motorola Solutions, Inc, Su, \$412.80; Nemaha County, Fe, \$84.61; Nmc, Inc, Su, \$901.89; Norris Public Power District, Se, \$5,199.88; Northeast Auto, Se, \$200.00; Oakview Veterinary Clinic, Su, \$130.74; O'reilly Auto Parts, Su, \$551.82; Outdoor Solutions, Su, \$11.96; Overdrive, Su, \$6,000.00; Paymentech, Fe, \$739.58; Plymouth Electric Inc, Se, \$206.00; Precision Auto Tune Inc, Se, Su, \$308.85; Priority Printing, Su, \$186.40; Project Lifesaver Inc, Su, \$4,499.18; R.L. Tiemann Construction, Inc, Ex, \$5,900.70; Reef Tectonics, Inc, Se, \$73.00; Rollins Inc, Se, \$225.54; Sack Lumber Company, Su, \$306.67; Sapp Brothers, Su, \$15,262.93; Schuster's Outdoor And Rv Inc, Su, \$250.72; Sheridan Industries, Se, \$72.00; Sherwin-Williams Co, Su, \$641.87; Siteone Landscape Supply, Llc, Su, \$1,049.57; Springfield Electric Supply Company Llc, Su, \$216.68; Streetscan Usa Inc, Se, \$7,800.00; Sunny Smith, Se, \$900.00; Tk Elevator Corp, Se, \$528.79; Tractor Supply, Su, \$71.77; Transunion Risk And Alternative, Se, \$100.00; Trauernicht Tree Service Llc, Se, \$5,600.00; Trizetto Provider Solutions, Se, \$101.97; Truck Center Companies, Su, \$811.35; Tsys Merchant Solutions, Fe, \$3,263.06; Twin Rivers Chryslr/Dodge Inc, Se, Su, \$177.51; U.S. Cellular, Se, \$1,250.74; Unite Private Networks Llc, Se, \$78.40; Van Kirk Sand & Gravel Inc, Ex, \$135,452.65; Vendnovation, Llc, Se, \$1,200.00; Verizon Wireless, Se, \$317.40; Visa, Su, \$2,088.19; Walker Uniform Rental, Se, \$112.89; Westlake Ace Hardware, Su, \$770.20; Whitehead Oil Company, Su, \$129.97; Windstream, Se, \$626.15; Witmer Public Safety Group, Inc, Su, \$556.18; Wrightsman Plbg And Heat Inc, Su, \$1,312.50; Xpress Bill Pay, Fe, \$557.57

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): American Public Power Association, Fe, \$9,982.00; Andrews Electric Co Inc, Se, Su, \$1,703.39; Applied Industrial Technologies, Su, \$245.78; Baswa, Fe, \$11,632.23; Beatrice Iron And Metal, Su, \$237.55; Beatrice Ready Mixed, Su, \$1,606.52; Bomgaars Supply Inc, Su, \$25.94; Border States Industries, Inc, Su, \$6,018.48; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$7,806.00; Bpw - Utilities, Re, \$31,626.26; Building Crafts Inc, Se, \$105,423.65; Carpenter Paper Company, Su, \$989.51; Cintas Loc 749, Se, \$192.21; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$35.46; City Treasurer, Re, \$241,027.14; Column Software Pbc, Se, \$13.59; Employee Benefit Account, Re, \$106,400.00; Enersys, Su, \$22,594.58; Farmers Cooperative, Su, \$418.08; Fastenal Company, Su, \$193.99; Ge Software Inc, Se, \$80.00; George Ulrick Iii, Se, Su, \$1,316.22; Hdr Engineering Inc, Se, \$10,733.42; Husker Electric Supply, Su, \$5,249.66; Iowa Pump Works, Inc, Su, \$8,339.33; Johnstone Supply, Su, \$262.07; Lammel Plumbing, Inc., Se, Su, \$1,234.45; Landis And Gyr Technology, Inc., Se, \$3,645.00; Lincoln Winwater Works, Su, \$765.40; Mead Lumber Company, Su, \$8.76; Midwest Laboratories, Inc., Se, \$1,106.30; Nebraska Public Power District, Se, \$22,350.19; Norris Public Power District, Se, \$5,267.11; Olsson, Inc., Se, \$1,437.30; One Call Concepts, Inc., Se, \$106.83; O'reilly Automotive, Inc., Su, \$57.94; Premier Gmc Beatrice Llc, Se, Su, \$1,403.98; Priority Printing, Su, \$156.44; Quadiant Leasing Usa Inc, Se, \$2,020.00; Quill Corporation, Su, \$99.71; Railroad Management Co. Iii, Llc, Fe, \$1,269.35; Sapp Bros. Petroleum, Inc., Su, \$9,541.14; Terex Usa, Llc DbA Terex Utilities, Su, \$332,185.00; Tractor Supply Company, Su, \$123.58; Tyndale Company, Inc., Su, \$155.82; Us Postmaster, Fe, Su, \$3,485.67; Visa, Se, Su, Fe, \$4,201.77; Wesco Distributing, Inc., Su, \$16,469.00; Westlake Hardware, Inc., Su, \$444.84

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND					
ADMINISTRATION					
960	BEATRICE HUMANE SOCIETY	REIMB. UT. FEB26	Reimb BPW Utilities- Feb26	03/05/2026	1,000.00
960	BEATRICE HUMANE SOCIETY	REIMB. UT. JAN26	Reimb BPW Utilities- Jan26	02/05/2026	1,000.00
1350	BOARD OF PUBLIC WORKS	86-11895	City Admin postage - Mar26	03/31/2026	298.40
1350	BOARD OF PUBLIC WORKS	86-11895	Ambulance postage - Mar26	03/31/2026	147.39
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - City Share - 68	03/02/2026	1,292.00
12490	COLUMN SOFTWARE PBC	7FF24556-0678	Notice of Public Hearing - Ironworks Grille Liquor Lice	03/04/2026	14.16
12490	COLUMN SOFTWARE PBC	7FF24556-0685	Notice of P&Z Public Hearing f/Slaughterhouses	03/12/2026	13.59
12490	COLUMN SOFTWARE PBC	7FF24556-0686	Notice of CC Public Hearing f/Slaughterhouses	03/12/2026	12.46
12490	COLUMN SOFTWARE PBC	7FF24556-0687	Notice of CC Public Hearing f/Wellhead Protection Ar	03/12/2026	13.59
12490	COLUMN SOFTWARE PBC	7FF24556-0688	CC Minutes - 3/2/26	03/13/2026	202.74
12490	COLUMN SOFTWARE PBC	7FF24556-0689	Ord 26-11	03/13/2026	21.52
12490	COLUMN SOFTWARE PBC	7FF24556-0690	Ad f/Bids - 7th St Concrete Reconst	03/23/2026	31.71
12450	FORVIS MAZARS	2838242	Final Billing 2025 Financial Statement Audit	03/23/2026	15,200.00
12450	FORVIS MAZARS	2838242	Additional Billing; GASB Stmt #101, passed adj f/accr	03/23/2026	4,907.50
3680	GAGE COUNTY REGISTER OF DEEDS	03102026	Ord Jamestowne Square First Addition	03/10/2026	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	03102026	Plat Jamestowne Square First Addition	03/10/2026	76.00
3680	GAGE COUNTY REGISTER OF DEEDS	03102026	Ord Jamestowne Square First Addition	03/10/2026	28.00
3680	GAGE COUNTY REGISTER OF DEEDS	03162026	Subper DeBoer	03/16/2026	64.00
3680	GAGE COUNTY REGISTER OF DEEDS	03182026	Notice Landmark Snacks LLC	03/18/2026	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	03242026	Dor Bell/A&N Dog Boarding LLC	03/24/2026	16.00
3680	GAGE COUNTY REGISTER OF DEEDS	03242026	Dor Bell/A&N Dog Boarding LLC	03/24/2026	16.00
3920	Government Finance Officers Assoc	00028619	Certificate of Achievement Review f/FY25	03/24/2026	590.00
12424	MERCHANT MCINTYRE & ASSOC LLC	152-2026-04	Federal Funding Opportunities - Monthly Services - J	03/15/2026	8,000.00
7380	PINNACLE BANK	FEBRUARY 2026	Internet Bank Fees	03/02/2026	234.90
1088	Saathoff, Erin	REIMB MAR26	Reimb. Mil. - NMCA Institute & Academy 2026	03/25/2026	126.15
9070	TEMPELMEYER, TOBIAS	REIMB MAR26	Reimb mileage f/NPPD meeting	03/25/2026	60.18
Total ADMINISTRATION:					33,398.29
COMMUNITY DEVELOPMENT					
1350	BOARD OF PUBLIC WORKS	1417.40-CD-FEB26	29.3 gal Unleaded @ 2.259	02/27/2026	66.19
1350	BOARD OF PUBLIC WORKS	1417.40-CD-JAN26	38.22 gal Unleaded @ 2.116	01/30/2026	80.87
1350	BOARD OF PUBLIC WORKS	86-11895	Community Development postage - Mar26	03/31/2026	158.58
Total COMMUNITY DEVELOPMENT:					305.64
POLICE ADMINISTRATION					
1440	BRAGG, ROBERT	913238	Animal Control Services	03/24/2026	6,000.00
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	spray paint, red-orange	03/31/2026	11.26
2940	Eakes, Inc.	9310717-0	6) can air	03/26/2026	44.09
Total POLICE ADMINISTRATION:					6,055.35
POLICE COMMUNICATIONS					
12445	Centurylink Communications LLC	776631481	911 phones - Feb 16-Mar 15 2026	03/16/2026	1,126.34
12445	Centurylink Communications LLC	776631481	Mech Vesta Bundle Feb 16-Mar 15 2026 - Auburn	03/16/2026	2,253.06
11267	DAS STATE ACCTG-CENTRAL FINANC	1518494	TELETYPE- March 2026	03/23/2026	614.40
2620	FIRST WIRELESS INC.	133144	Service contract annual maintenance	03/31/2026	874.53
2620	FIRST WIRELESS INC.	133146	Tower Rental	03/31/2026	165.00
11496	Tyler Technologies, Inc.	130-162897	Annual SaaS Fee - 3/1/2026 - 8/31/2026 (pro-rated)	02/26/2026	255.00
Total POLICE COMMUNICATIONS:					5,288.33
POLICE PATROL					
11938	Bizeo Inc	INV00467000	3-yr warranty f/Panasonic Toughbook w/docking stati	03/18/2026	231.77

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11938	Bizco Inc	INV00467000	3-yr warranty f/Panasonic Toughbook w/docking stati	03/18/2026	77.26
11938	Bizco Inc	INV00467069	docking station f/Panasonic Toughbook w/docking sta	03/26/2026	660.11
11938	Bizco Inc	INV00467069	docking station f/Panasonic Toughbook w/docking sta	03/26/2026	220.03
1350	BOARD OF PUBLIC WORKS	1417.20-PD-FEB26	3.41 gal Unleaded @ 2.2557	02/27/2026	7.69
1350	BOARD OF PUBLIC WORKS	1417.20-PD-FEB26	900.0 gal Unleaded @ 2.239	02/27/2026	2,015.10
1350	BOARD OF PUBLIC WORKS	1417.20-PD-FEB26	131.5 gal Unleaded @ 2.186	02/27/2026	287.46
1350	BOARD OF PUBLIC WORKS	1417.20-PD-JAN26	753.55 gal Unleaded @ 2.116	01/30/2026	1,594.51
1350	BOARD OF PUBLIC WORKS	1417.20-PD-JAN26	436.4 gal Unleaded @ 2.266	01/30/2026	988.89
1350	BOARD OF PUBLIC WORKS	86-11895	Police Dept postage - Mar26	03/31/2026	20.72
12453	BRYAN HEALTH - HEALTH INFORMATI	28395	Release of Information - Case #25-10150	02/17/2026	55.80
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	car wash tickets	03/31/2026	50.00
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	car wash tickets	03/31/2026	100.00
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	Postage	03/31/2026	20.35
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	Postage	03/31/2026	6.08
12566	DATASHIELD CORPORATION	0189103	Shredding Service - PD - March 2026	03/23/2026	54.53
3720	GALLS LLC	034180553	2) poly armorskin base shirt, short sleeve	02/23/2026	110.22
3720	GALLS LLC	034180553	4) emblem app fee	02/23/2026	11.96
3720	GALLS LLC	034180553	4) shoulder tab	02/23/2026	9.36
3720	GALLS LLC	034180553	Shipping	02/23/2026	8.43
12003	Oakview Veterinary Clinic	163719	pill pockets hickory f/Toro	03/20/2026	6.95
9760	Westlake Ace Hardware	10359717	2) key	03/16/2026	10.78
9760	Westlake Ace Hardware	10359780	1) key	03/22/2026	4.49
Total POLICE PATROL:					6,552.49
FIRE ADMINISTRATION					
6470	NEBRASKA MUNICIPAL FIRE CHIEFS	DUES-FY26	Nebraska Fire Chief Dues	03/11/2026	50.00
Total FIRE ADMINISTRATION:					50.00
FIRE SUPPRESSION					
12341	American Legion	03142026	1) 12' x 18' US Flag	03/14/2026	373.42
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB26	84.281 gal Diesel @ 2.81	02/27/2026	236.83
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB26	144.981 gal Unleaded @ 2.259	02/27/2026	327.53
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN26	153.182 gal Diesel @ 2.34	01/30/2026	358.44
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN26	86.817 gal Unleaded @ 2.116	01/30/2026	183.70
7470	PLYMOUTH ELECTRIC INC	125261	Labor - R&R smoke detector	03/12/2026	198.00
7470	PLYMOUTH ELECTRIC INC	125261	Supplies - smoke detector	03/12/2026	124.80
9730	WALKER UNIFORM RENTAL	1462048	Shop Towel Service	03/19/2026	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV856465	3) fire glove	03/16/2026	415.77
Total FIRE SUPPRESSION:					2,245.19
FIRE AMBULANCE					
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB26	142.2 gal Diesel @ 2.62	02/27/2026	372.56
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB26	118.319 gal Diesel @ 2.81	02/27/2026	332.48
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-FEB26	413.331 gal Unleaded @ 2.259	02/27/2026	933.71
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN26	83.39 gal Diesel @ 2.41	01/30/2026	200.97
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN26	366.228 gal Diesel @ 2.34	01/30/2026	856.98
1350	BOARD OF PUBLIC WORKS	1417.30-FIRE-JAN26	325.845 gal Unleaded @ 2.116	01/30/2026	689.49
1420	BOUND TREE MEDICAL LLC	86127440	4) half-arm splint, adult	03/09/2026	65.16
1420	BOUND TREE MEDICAL LLC	86127441	active shooter victim cards	03/09/2026	57.49
1420	BOUND TREE MEDICAL LLC	86138787	2) snap-lok, blue	03/18/2026	109.98
1420	BOUND TREE MEDICAL LLC	86143585	1) adrenalin	03/23/2026	694.79
1420	BOUND TREE MEDICAL LLC	86143585	1) sodium bicarbonate	03/23/2026	340.99
1420	BOUND TREE MEDICAL LLC	86143585	1) epinephrine	03/23/2026	209.99
1420	BOUND TREE MEDICAL LLC	86143585	1) cuffed endotracheal tube	03/23/2026	23.90

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1420	BOUND TREE MEDICAL LLC	86143586	1) rocuronium	03/23/2026	223.99
2040	CITY TREAS. PETTY CASH	P-CASH 04-06-2026	8) Meal - OTT	03/31/2026	60.00
3210	FARMERS COOPERATIVE	200370-MAR26	Labor - LOF f/M3	03/31/2026	25.00
3210	FARMERS COOPERATIVE	200370-MAR26	Supplies - air filter, oil filter f/M3	03/31/2026	50.61
3210	FARMERS COOPERATIVE	200370-MAR26	Supplies - 5W30 f/M3	03/31/2026	92.09
5110	LAMPTON WELDING SUPPLY Co., INC	0001158494	Cylinder rent - Fire	03/31/2026	585.17
5110	LAMPTON WELDING SUPPLY Co., INC	0020341232	Medical Oxygen	03/11/2026	193.52
Total FIRE AMBULANCE:					6,118.87
PUBLIC PROPERTIES					
12281	Ackerman Lock & Key	126796	5) key f/HP buildings	03/16/2026	64.05
980	BEATRICE IRON AND METAL CO	112749	Labor - R&R back window f/06 GMC	03/16/2026	60.00
980	BEATRICE IRON AND METAL CO	112749	Supplies - window f/06 GMC	03/16/2026	170.00
11281	Black Hills Energy	0420672199-MAR26	Gas Service - Probation - March 2026	03/13/2026	158.70
11281	Black Hills Energy	3806703634-MAR26	Gas Service - Police Dept - March 2026	03/13/2026	469.15
11281	Black Hills Energy	3806703634-MAR26	Gas Service - Fire Dept - March 2026	03/13/2026	1,059.85
11281	Black Hills Energy	4584289228-MAR26	Gas Service - 201 Cedar - March 2026	03/13/2026	76.82
1350	BOARD OF PUBLIC WORKS	PROB. UTIL. OCT-DEC25	Probation Utilities - Oct-Dec25	02/27/2026	1,157.45
12095	Bomgaars Supply Inc	564004	3) hook f/HP dugout tarp	03/25/2026	8.37
12214	Cary's Cleaning	6705	Office cleaning - March 2026 f/Library	03/25/2026	2,200.00
12214	Cary's Cleaning	6706	Office cleaning - March 2026 f/FD	03/25/2026	1,496.00
12214	Cary's Cleaning	6709	Office cleaning - March 2026 f/PD	03/25/2026	1,716.00
10370	DIODE TECHNOLOGIES LLC	15775	Labor - Install wire & reader f/Senior Center handicap	03/26/2026	270.00
1430	DOG WASTE DEPOT	808812	1-cs dog waste roll bags	03/30/2026	242.77
2940	Eakes, Inc.	9305648-0	1) trash bags	03/17/2026	39.46
2940	Eakes, Inc.	9309457-0	10) trash bags, 8) disinfectant	03/24/2026	493.24
3210	FARMERS COOPERATIVE	3010-MAR26	11.359 gal Super No Lead @ 2.51871	03/31/2026	28.61
3210	FARMERS COOPERATIVE	3010-MAR26	30.039 gal Super No Lead @ 2.51906	03/31/2026	75.67
3210	FARMERS COOPERATIVE	3010-MAR26	18.867 gal Super No Lead @ 2.81603	03/31/2026	53.13
3210	FARMERS COOPERATIVE	3010-MAR26	14.101 gal Super No Lead @ 2.81895	03/31/2026	39.75
3210	FARMERS COOPERATIVE	3010-MAR26	11.748 gal Super No Lead @ 2.81920	03/31/2026	33.12
3210	FARMERS COOPERATIVE	3010-MAR26	27.157 gal Super No Lead @ 3.01911	03/31/2026	81.99
3210	FARMERS COOPERATIVE	3010-MAR26	19.905 gal Super E89 @ 3.449	03/31/2026	68.65
3210	FARMERS COOPERATIVE	3010-MAR26	18.541 gal Super No Lead @ 3.01602	03/31/2026	55.92
3210	FARMERS COOPERATIVE	3010-MAR26	30.303 gal Super E89 @ 3.449	03/31/2026	104.52
3210	FARMERS COOPERATIVE	3010-MAR26	14.438 gal Super E89 @ 3.549	03/31/2026	51.40
3210	FARMERS COOPERATIVE	3010-MAR26	11.58 gal Super E89 @ 3.549	03/31/2026	41.10
3960	GRAINGER	9858684062	2) float valve f/Aud & Library cooling tower	03/27/2026	270.92
12467	Justin Wollenburg	03162026	Labor - R&R track lighting f/Library	03/16/2026	505.36
12467	Justin Wollenburg	03162026	Supplies - electrical supplies f/Library track lighting	03/16/2026	26.87
5100	LAMMEL PLUMBING INC	86858	Labor - R&R outside faucet f/Fire Dept (warranty)	03/12/2026	147.00
5100	LAMMEL PLUMBING INC	86858	Shop supplies	03/12/2026	19.00
5100	LAMMEL PLUMBING INC	87057	ball valve f/Library boiler	03/13/2026	26.12
5110	LAMPTON WELDING SUPPLY Co., INC	0001158494	Cylinder rent - Pub. Prop.	03/31/2026	35.16
5110	LAMPTON WELDING SUPPLY Co., INC	0020343947	Medical Oxygen	03/18/2026	476.64
5690	MEAD LUMBER AND RENTAL-BEATRI	13255406	lumber f/bench repair	03/20/2026	24.91
11729	Nutrien Ag Solutions	902765460	80) fertilizer f/ballfields, parks, buildings	03/19/2026	1,600.00
11729	Nutrien Ag Solutions	902776036	100) pre-emergent f/landscapes, parks, Library	03/21/2026	285.00
7060	O'REILLY AUTO PARTS	0749-139474	1) engine additive, 1) PB'laster	03/17/2026	22.98
7640	PRIORITY PRINTING	125300	28) QR sign f/Campgrounds	03/13/2026	420.00
7640	PRIORITY PRINTING	125319	2) "map" sign f/Bike Trail Head	03/20/2026	299.46
7640	PRIORITY PRINTING	125323	2) "rule" sign f/HP Tennis Court	03/27/2026	63.20
11346	R.L. Tiemann Construction, Inc	1572	61.72 tn) chat rock f/HP, Scott St, Sertoma Cabin	03/23/2026	2,331.09
1073	Rewound Power Motors Sls and Svc Inc	S20694	6) edger blade	03/25/2026	215.88
1073	Rewound Power Motors Sls and Svc Inc	S20723	4) Tritan Pillow block asy f/Library cooling tower	03/31/2026	199.72
1073	Rewound Power Motors Sls and Svc Inc	S20723	2) jaw coupling f/Library cooling tower	03/31/2026	164.82

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
1073	Rewound Power Motors Sls and Svc Inc	S20723	coupling insert, plate, fittings f/Library cooling tower	03/31/2026	170.84
1073	Rewound Power Motors Sls and Svc Inc	S20723	12) precision shafting bar f/Library cooling tower	03/31/2026	340.00
1073	Rewound Power Motors Sls and Svc Inc	S20723	shop supplies	03/31/2026	32.50
1073	Rewound Power Motors Sls and Svc Inc	S20723	Labor - machine keyways in shaft f/Library cooling to	03/31/2026	236.25
8150	SACK LUMBER COMPANY	2603-152773	turbine vent f/PD	03/03/2026	98.69
8150	SACK LUMBER COMPANY	2603-152997	foam board f/HP	03/04/2026	60.48
8150	SACK LUMBER COMPANY	2603-155711	2) bit, bulk fasteners f/QR sign	03/16/2026	14.77
8150	SACK LUMBER COMPANY	2603-155975	bulk fasteners f/QR sign	03/17/2026	6.99
8150	SACK LUMBER COMPANY	2603-156379	4) treated lumber f/trail bridge railings	03/18/2026	47.96
8150	SACK LUMBER COMPANY	2603-157448	bulk fasteners, paint f/bench & table	03/23/2026	62.98
8150	SACK LUMBER COMPANY	2603-159204	200) cable ties f/Pickleball courts	03/30/2026	31.94
8370	SCHUSTER'S OUTDOOR AND RV INC.	32414	1-gal hydraulic oil	03/25/2026	56.99
12650	SETH RAY	1779	Spray trees	03/25/2026	250.00
8510	SHERWIN-WILLIAMS CO.	2-8412-FY26	Paint f/tables	03/24/2026	19.16
3058	SiteOne Landscape Supply, LLC	163582753-001	2) 2.5 gal pre-emergent f/buildings	03/20/2026	456.06
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011774050.001	2) bulb f/Library	03/12/2026	65.14
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011801387.001	light fixture f/Senior Center	03/23/2026	172.07
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011801387.002	misc cable f/electrical work	03/23/2026	224.45
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011801387.003	strap f/Senior Center electric repairs	03/24/2026	6.58
12521	SUNNY SMITH	MAR9 2026 - MAR27 2026	Office cleaning f/Aud offices	03/27/2026	675.00
12521	SUNNY SMITH	MAR9 2026 - MAR27 2026	Office cleaning f/BPW offices	03/27/2026	675.00
9320	UHL'S SPORTING GOODS	0011025	2) basketball net f/Aud	01/03/2026	30.00
9760	Westlake Ace Hardware	10359508	bulk fasteners	02/26/2026	4.49
9760	Westlake Ace Hardware	10359589	pipe, elbow, coupling f/Library boiler	03/05/2026	114.42
9760	Westlake Ace Hardware	10359591	credit - return pipe f/Library boiler	03/05/2026	49.49-
9760	Westlake Ace Hardware	10359591	pipe, nipple, coupling f/Library boiler	03/05/2026	50.90
9760	Westlake Ace Hardware	10359684	packing tape	03/12/2026	8.09
9760	Westlake Ace Hardware	10359719	2) paper towels, swiffer, padlock	03/17/2026	46.26
9760	Westlake Ace Hardware	10359799	caulking f/Aud	03/24/2026	14.38
9760	Westlake Ace Hardware	10359814	7) hook rope f/HP dugout	03/25/2026	15.05
9760	Westlake Ace Hardware	10359822	2) scour pad, 2) paper towel, 2) cleaner	03/25/2026	50.19
9760	Westlake Ace Hardware	10359822	1-cs) 2-cycle engine oil	03/25/2026	26.09
9760	Westlake Ace Hardware	10359865	hose f/HP plumbing	03/31/2026	8.99
Total PUBLIC PROPERTIES:					21,473.07
LIBRARY					
11527	Beatrice Daily Sun	103-00006151-FY26	Renew subscription	03/24/2026	732.00
11255	Reef Tectonics, Inc.	44091	Regular Aquarium Maintenance	03/21/2026	73.00
3017	Rivistas Subscription Services	22458	7) Periodical subscriptions	03/11/2026	468.34
9540	Vanover, Michele	REIMB MAR26	Reimb. Mileage - Genealogy Conf in Columbus	03/18/2026	175.45
Total LIBRARY:					1,448.79
Total GENERAL FUND:					82,936.02
STREET FUND					
STREET FUND					
870	Beatrice Ready Mixed	1B 53141	3)1/2x6 exp joint @6.50	03/13/2026	19.50
870	Beatrice Ready Mixed	1B 53141	6)1x6 Exp Joint @14.40	03/13/2026	86.40
870	Beatrice Ready Mixed	1B 53141	3)18x3.5 Bel Redwood Float @12.75	03/13/2026	38.25
870	Beatrice Ready Mixed	1B 53156	2c) 1/2x6 Exp Joint@6.50	03/16/2026	13.00
870	Beatrice Ready Mixed	1B 53156	1)18x3.5 Bev Redwood Float@12.75	03/16/2026	12.75
870	Beatrice Ready Mixed	1B 53197	2)#3 Fiberglass Rebar 20'@5.70	03/19/2026	11.40
870	Beatrice Ready Mixed	1B 53197	2)Tie Wire twister @7.00	03/19/2026	14.00
870	Beatrice Ready Mixed	1B 53212	4)#3 Fiberglass Rebar 20'@5.70	03/20/2026	22.80
870	Beatrice Ready Mixed	B1 750719	4.75cy)47B1S383500HW@192.50(\$ 10/court)	03/10/2026	914.38

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
870	Beatrice Ready Mixed	B1 750719	4.75yd)NCA 10oz-1%@7.50	03/10/2026	35.63
870	Beatrice Ready Mixed	B1 750719	Winter service	03/10/2026	16.63
870	Beatrice Ready Mixed	B1 750731	9.50cy)47B1S383500HW@192.50(S10/Court)	03/11/2026	1,828.75
870	Beatrice Ready Mixed	B1 750731	9.50)NCA 10oz-1%@7.50	03/11/2026	71.25
870	Beatrice Ready Mixed	B1 750827	10.50cy)47B1S383500Hw @192.50 (S 10/Court)	03/12/2026	2,021.25
870	Beatrice Ready Mixed	B1 750827	10.50yd)NCA 10oz@7.50	03/12/2026	78.75
870	Beatrice Ready Mixed	B1 750827	winter service	03/12/2026	36.75
870	Beatrice Ready Mixed	B1 750859	10.50cy)L10AE3500@188.50)S10/Court)	03/13/2026	1,979.25
870	Beatrice Ready Mixed	B1 750859	10.50yd)NCA 10oz-1%@7.50	03/13/2026	78.75
870	Beatrice Ready Mixed	B1 750963	.50CY)47B1S383500HW@192.50 (for MARS)	03/17/2026	96.25
870	Beatrice Ready Mixed	B1 751116	1cy)47BS383500HW@192.50	03/19/2026	192.50
870	Beatrice Ready Mixed	B1 751116	1yd)NCA 10oz@7.50	03/19/2026	7.50
870	Beatrice Ready Mixed	B1 751238	5cy)NDOT EZ-Fill 10"@138.00(green/taft)	03/20/2026	690.00
1350	BOARD OF PUBLIC WORKS	1131.01-APR26	Share Building repair fund	04/01/2026	250.00
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-FEB26	901.4 gal Diesel @ 2.81	02/27/2026	2,532.93
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-FEB26	59.56 gal Diesel @ 2.75	02/27/2026	163.79
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-FEB26	143.93 gal Unleaded @ 2.186	02/27/2026	314.63
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-JAN26	716.61 gal Diesel @ 2.41	01/30/2026	1,727.03
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-JAN26	1,000.0 gal Diesel @ 2.66	01/30/2026	2,660.00
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-JAN26	230.92 gal Diesel @ 2.62	01/30/2026	605.01
1350	BOARD OF PUBLIC WORKS	1146.40-STFUEL-JAN26	200.59 gal Unleaded @ 2.266	01/30/2026	454.53
1350	BOARD OF PUBLIC WORKS	1456.00-APR26	Engineering Services Street	04/01/2026	5,612.00
12095	Bomgaars Supply Inc	560719	2)Adapter Male @6.29	03/16/2026	12.58
12095	Bomgaars Supply Inc	560719	1)Nipple, Poly @7.79	03/16/2026	7.79
12095	Bomgaars Supply Inc	563924	4)K31 Tall Fescue 50#@64.99	03/25/2026	259.96
12714	Bowman Consulting Group Ltd	549624	2025-2026 Annual Bridge Inspection	02/28/2026	517.50
2060	CITY SELF INSURED HEALTH PLAN	APR26-STREET	Street Dept Health Insurance Funding	04/01/2026	25,200.00
2080	CITY TREASURER	ATTY-APR26	Attorney Services-Street	04/01/2026	827.00
2080	CITY TREASURER	GM-APR26	general Manager Stry-Street	04/01/2026	1,776.00
2080	CITY TREASURER	ST IT-APR26	IT Fund Monthly Obligation-Street	04/01/2026	7,192.00
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - Street Share -	03/02/2026	323.00
2800	Diamond T Truck and Trailer	260287	2) Insul MUF Inlet Pipe@28.21	03/09/2026	56.42
3210	FARMERS COOPERATIVE	2265-MAR26	20)Cenex Blue Gard #2 Tubi@5.08/ea	03/31/2026	101.60
3210	FARMERS COOPERATIVE	2265-MAR26	21.9460 gal Super E 89	03/31/2026	71.65
3210	FARMERS COOPERATIVE	2265-MAR26	2)25-8R12/10 Airloc @139.99	03/31/2026	279.98
3210	FARMERS COOPERATIVE	2265-MAR26	Tire Tax	03/31/2026	2.00
3210	FARMERS COOPERATIVE	2265-MAR26	Tire Disposal	03/31/2026	10.50
3210	FARMERS COOPERATIVE	2265-MAR26	22.4860 gal Super E89	03/31/2026	73.42
3210	FARMERS COOPERATIVE	2265-MAR26	95.03)United fleet 15w40@14.71	03/31/2026	1,397.89
3210	FARMERS COOPERATIVE	2265-MAR26	80)ExtremeTO4 10W-bulk@14.19	03/31/2026	1,135.77
3210	FARMERS COOPERATIVE	2265-MAR26	226.26)DEF@2.09	03/31/2026	472.88
12550	HAMM INC	692086	15.24 cy) armor coat gravel@67.30	03/09/2026	1,025.65
12550	HAMM INC	692086	15.24cy)Freight	03/09/2026	689.91
12591	Interstate Power Systems, Inc	R023066526 01	Labor-Ck AC and verify possible leak under cab	04/01/2026	225.00
12591	Interstate Power Systems, Inc	R023066537 01	Labor-Transmission Service	03/31/2026	562.50
12591	Interstate Power Systems, Inc	R023066537 01	5)TranSynd 3x1 gal ea@45.66	03/31/2026	228.30
12591	Interstate Power Systems, Inc	R023066537 01	1)Kit-Filter 4" sump @130.57	03/31/2026	130.57
4670	JEO CONSULTING GROUP INC	172705	33rd & Lincoln Construction Engineering & Inspection	03/27/2026	95.00
4670	JEO CONSULTING GROUP INC	172705	33rd & Lincoln Construction Engineering & Inspection	03/27/2026	361.63
4670	JEO CONSULTING GROUP INC	172705	33rd & Lincoln Construction Engineering & Inspection	03/27/2026	103.75
4670	JEO CONSULTING GROUP INC	172708	Construction Administration & Staking f/Heritage Heig	03/27/2026	1,920.00
4670	JEO CONSULTING GROUP INC	172708	Construction Observation & Material Testing f/Heritag	03/27/2026	7,670.00
4670	JEO CONSULTING GROUP INC	172745	Construction Administration & Staking f/Corral Crossi	03/29/2026	161.25
4670	JEO CONSULTING GROUP INC	172745	Construction Observation & Material Testing f/Corral	03/29/2026	65.00
4770	JOHNNY'S WELDING INC.	194659	Labor-Repair driveshaft	03/05/2026	480.00
4770	JOHNNY'S WELDING INC.	194659	3)Metric Joints @165.38	03/05/2026	496.14
4770	JOHNNY'S WELDING INC.	194659	1)Carrier Bearing@104.19	03/05/2026	104.19

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4770	JOHNNY'S WELDING INC.	194659	1)Metric Slip Stub@587.62	03/05/2026	587.62
4770	JOHNNY'S WELDING INC.	194659	1)Metric slip shaft@597.25	03/05/2026	597.25
5110	LAMPTON WELDING SUPPLY Co., INC	0001158494	Cylinder rent - Street	03/31/2026	23.43
5390	LOGAN CONTRACTORS SUPPLY	G80645	1)Front wheel,poly@175.00	03/23/2026	175.00
5390	LOGAN CONTRACTORS SUPPLY	G80645	Freight	03/23/2026	30.00
11867	MacQueen Equipment LLC	W04690	Labor-Main Boom Pivot Repair	03/27/2026	16,221.43
11867	MacQueen Equipment LLC	W04690	Parts	03/27/2026	1,961.12
11867	MacQueen Equipment LLC	W04690	shop Supplies	03/27/2026	300.00
5690	MEAD LUMBER AND RENTAL-BEATRI	13248867	1)4PC 1-7/8 nut driver set	03/18/2026	15.99
5690	MEAD LUMBER AND RENTAL-BEATRI	13248867	2)GS Pond & Stone Foam@13.99	03/18/2026	27.98
5690	MEAD LUMBER AND RENTAL-BEATRI	13248867	1)12"x10' Galv Flashing@18.61	03/18/2026	18.61
5690	MEAD LUMBER AND RENTAL-BEATRI	13248867	1)Neoprene Washer Screws 12-14x1"@42.99	03/18/2026	42.99
7060	O'REILLY AUTO PARTS	0749-138693	1)Hi-Pwr Belt @9.35	03/13/2026	9.35
7060	O'REILLY AUTO PARTS	0749-139158	1)12.5ozCarbcl@3.29	03/16/2026	39.48
7060	O'REILLY AUTO PARTS	0749-139158	1)5qtMotorOil @24.99	03/16/2026	24.99
7060	O'REILLY AUTO PARTS	0749-139158	1)Oil Filter @11.80	03/16/2026	11.80
7060	O'REILLY AUTO PARTS	0749-139158	12)Rust Pentrnt@7.99	03/16/2026	95.88
7060	O'REILLY AUTO PARTS	0749-139158	12)14ozBrakenCln@3.49	03/16/2026	41.88
7060	O'REILLY AUTO PARTS	0749-139209	1)Oil Filter @11.88	03/16/2026	11.88
7060	O'REILLY AUTO PARTS	0749-139992	1)Oil Filter@15.02	03/19/2026	15.02
7060	O'REILLY AUTO PARTS	0749-139992	1)Oil Filter@7.93	03/19/2026	7.93
7060	O'REILLY AUTO PARTS	0749-139992	1)Oil Filter @7.93	03/19/2026	7.93
7060	O'REILLY AUTO PARTS	0749-139992	1)5qtMotor Oil/split@36.95	03/19/2026	18.48
7060	O'REILLY AUTO PARTS	0749-139992	1)5qtMotor Oil/split@36.95	03/19/2026	18.47
7060	O'REILLY AUTO PARTS	0749-140847	1)Knob@4.98	03/23/2026	4.98
7060	O'REILLY AUTO PARTS	OPCM-9939646A	dup pymt	02/12/2026	55.92-
12243	Premier Mower & PowerSports LLC	294609	1)653136-Blade @31.93	03/19/2026	31.93
12243	Premier Mower & PowerSports LLC	294609	2)653161-Blade @32.22	03/19/2026	64.44
7640	PRIORITY PRINTING	125318	4950)2026 Clean City Insert@.14478	03/20/2026	716.66
8370	SCHUSTER'S OUTDOOR AND RV INC.	32396	2)Spk, Blade Notched 24.5@39.94	03/19/2026	79.88
8370	SCHUSTER'S OUTDOOR AND RV INC.	32396	3)Spk Blade High Lift Notched 22.75@37.98	03/19/2026	113.94
8370	SCHUSTER'S OUTDOOR AND RV INC.	32401	1)ASM-Cutter HSG w/Bearings032043303@131.05	03/20/2026	131.05
8370	SCHUSTER'S OUTDOOR AND RV INC.	32401	1)ASM-Spindle and Seal @73.33	03/20/2026	73.33
8370	SCHUSTER'S OUTDOOR AND RV INC.	32401	2)Spk, Blade Notched 24.5@39.94	03/20/2026	79.88
8370	SCHUSTER'S OUTDOOR AND RV INC.	32401	1)Spk,Blade Extreme2-24.50@34.99	03/20/2026	34.99
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011765345.001	1)M18 RedLithium Forge XC8.0 Battery @222.65	03/11/2026	223.65
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011765345.002	1)M18 Fuel 4ft Pencil Vibrator Kit@599.40	03/25/2026	599.40
9260	TRACTOR SUPPLY	762259	16)Trv Extreme Duty Grease 14oz@5.99	03/31/2026	95.84
12636	VAN KIRK SAND & GRAVEL INC	PMT 7 - HH	2025 Heritage Heights Development - Grading, Road	04/06/2026	63,766.06
9760	Westlake Ace Hardware	10359794	2)Tolit Blw Clnr @4.13	03/24/2026	8.26
9760	Westlake Ace Hardware	10359794	1)Clorox Wipes @7.19	03/24/2026	7.19
9760	Westlake Ace Hardware	10359794	1)Cloxr Cleanup @6.29	03/24/2026	6.29

Total STREET FUND: 162,908.85

Total STREET FUND: 162,908.85

KENO/LOTTERY FUND

KENO FUND

6520	NEBR DEPT OF REVENUE	LICENSE 2026	BIENNIAL KENO LICENSE FEE - 2026	03/24/2026	100.00
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Total KENO FUND: 100.00

Total KENO/LOTTERY FUND: 100.00

CDBG Fund

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
CDBG-GRANTS					
11746	Southeast Nebr Development District	23DTR002GA-21	Gen. Admin. Exp. f/Grant #23-DTR-002	10/01/2025	1,295.00
11746	Southeast Nebr Development District	23DTR002GA-22	Gen. Admin. Exp. f/Grant #23-DTR-002	10/31/2025	1,155.00
11746	Southeast Nebr Development District	B23DTR002CM-13	Construction Management f/Grant #23-DTR-002	10/31/2025	770.00
11746	Southeast Nebr Development District	B23DTR002CM-14	Construction Management f/Grant #23-DTR-002	11/30/2025	315.00
11746	Southeast Nebr Development District	B23DTR002GA-23	Gen. Admin. Exp. f/Grant #23-DTR-002	11/30/2025	105.00
11746	Southeast Nebr Development District	B23DTR002GA-24	Gen. Admin. Exp. f/Grant #23-DTR-002	12/31/2025	282.18
11746	Southeast Nebr Development District	B24PWI002GA-11	Gen. Admin. Exp. f/Grant #24-PWI-002	10/31/2025	525.00
11746	Southeast Nebr Development District	B24PWI002GA-12	Gen. Admin. Exp. f/Grant #24-PWI-002	11/30/2025	1,715.00
11746	Southeast Nebr Development District	B24PWI002GA-13	Gen. Admin. Exp. f/Grant #24-PWI-002	12/31/2025	1,645.00
11746	Southeast Nebr Development District	B25PP001GA-1	Gen. Admin. Exp. f/Grant #25-PP-001	12/31/2025	420.00
Total CDBG-GRANTS:					8,227.18
Total CDBG Fund:					8,227.18
AIRPORT FUND					
AIRPORT-GENERAL					
11281	Black Hills Energy	2208569044-MAR26	Airport Gas Service	03/10/2026	307.44
1350	BOARD OF PUBLIC WORKS	1417.50-AIRPORT-JAN26	66.22 gal Diesel @ 2.34	01/30/2026	154.96
2100	CITY SERVICE VALCON LLC.	0917654	8,005 gal Jet A fuel @ 4.174792	03/18/2026	33,419.21
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - Airport Share -	03/02/2026	114.00
5690	MEAD LUMBER AND RENTAL-BEATRI	13247053	1) key	03/18/2026	1.33
5690	MEAD LUMBER AND RENTAL-BEATRI	13280422	pvc f/maintenance hangar	03/26/2026	41.36
5690	MEAD LUMBER AND RENTAL-BEATRI	13280422	mini hacksaw	03/26/2026	6.52
5690	MEAD LUMBER AND RENTAL-BEATRI	13280987	pvc f/maintenance hangar	03/26/2026	1.91
7470	PLYMOUTH ELECTRIC INC	125248	Labor - kill switch hook up f/south fuel pump	03/10/2026	855.00
7470	PLYMOUTH ELECTRIC INC	125248	Supplies - kill switch hook up f/south fuel pump	03/10/2026	75.92
6170	STATE OF NEBRASKA	1515697	Monthly AWOS/VOR	03/01/2026	818.33
9850	UNIFIRST CORPORATION	1910111324	Laundry mats, shop towel	03/09/2026	87.88
9760	Westlake Ace Hardware	10359843	pvc socket, adapter f/hangar plumbing repairs	03/27/2026	2.85
Total AIRPORT-GENERAL:					35,886.71
Total AIRPORT FUND:					35,886.71
BEATRICE AREA SOLID WASTE AGNC					
BASWA					
980	BEATRICE IRON AND METAL CO	112961	12) antifreeze	03/25/2026	191.28
980	BEATRICE IRON AND METAL CO	112961	12) multi-purpose lubricant	03/25/2026	69.72
980	BEATRICE IRON AND METAL CO	112965	1) fuel/water separator filter, 1) fuel filter f/road grader	03/25/2026	38.21
12095	Bomgaars Supply Inc	559663	2) grease gun, 2) coupling	03/12/2026	25.56
12095	Bomgaars Supply Inc	564604	20) key	03/27/2026	79.80
12095	Bomgaars Supply Inc	564604	pipe bushing, pipe nipple, ball valve, coupling	03/27/2026	30.96
1390	BOND OWNER	BASWA MAR26	BASWA Bond Interest due 3/15/2026	03/12/2026	299,528.13
1390	BOND OWNER	BASWA MAR26	BASWA Bond Principal due 3/15/2026	03/12/2026	205,000.00
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - BASWA Share	03/02/2026	38.00
3210	FARMERS COOPERATIVE	3010-MAR26	Labor - 1) tire repair	03/31/2026	65.00
3210	FARMERS COOPERATIVE	3010-MAR26	Supplies - 2) tire	03/31/2026	656.00
3210	FARMERS COOPERATIVE	3010-MAR26	Supplies - 8) wheel rim bolt	03/31/2026	8.00
3210	FARMERS COOPERATIVE	3010-MAR26	Supplies - 2) tire	03/31/2026	355.00
3210	FARMERS COOPERATIVE	3010-MAR26	39.439 gal Super E89 @ 3.449	03/31/2026	136.03
3210	FARMERS COOPERATIVE	3010-MAR26	94.802 gal Premium @ 3.749	03/31/2026	355.41
3210	FARMERS COOPERATIVE	3010-MAR26	24.938 gal Super E89 @ 3.449	03/31/2026	86.01
12450	FORVIS MAZARS	2751149-B	2nd Billing 2025 Financial Statement Audit	12/22/2025	120.00
12450	FORVIS MAZARS	2751149-B	Finance charge	12/22/2025	2.00
12450	FORVIS MAZARS	2838242	Additional Billing; GASB Stmt #101, passed adj f/accr	03/23/2026	755.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4490	INLAND TRUCK PARTS AND SERVICE	IN-1949139	Flywheel	02/17/2026	480.05
4490	INLAND TRUCK PARTS AND SERVICE	IN-1969246	3/4" pilot alignment tool	03/27/2026	26.07
4770	JOHNNY'S WELDING INC.	194692	Labor - straighten aluminum box, tail gate	03/11/2026	3,800.00
4770	JOHNNY'S WELDING INC.	194692	Supplies - aluminum, bulk fasteners	03/11/2026	220.00
5160	LARRY'S TIRE AND SERVICE INC.	987747	Labor - 1) tire repair f/gator	03/27/2026	30.00
11808	LSC Environmental Products, LLC	INV0008016	rubber idler gear f/pump	03/23/2026	386.56
11808	LSC Environmental Products, LLC	INV0008016	rubber drive gear f/pump	03/23/2026	450.86
11808	LSC Environmental Products, LLC	INV0008016	10) pump housing gasket	03/23/2026	44.00
11808	LSC Environmental Products, LLC	INV0008016	Shipping	03/23/2026	93.59
7060	O'REILLY AUTO PARTS	0749-139661	spring assortment	03/18/2026	6.59
7060	O'REILLY AUTO PARTS	0749-139885	oil filter f/wheel loader	03/19/2026	16.69
7060	O'REILLY AUTO PARTS	0749-141094	1) air filter f/wheel loader	03/24/2026	82.40
7060	O'REILLY AUTO PARTS	0749-141099	1) oil filter f/road grader	03/24/2026	54.92
7060	O'REILLY AUTO PARTS	0749-141249	15') fuel hose f/road grader	03/24/2026	77.40
7060	O'REILLY AUTO PARTS	0749-141249	12) brake cleaner	03/24/2026	41.88
7060	O'REILLY AUTO PARTS	0749-141927	2) fuel filter f/compost screener	03/27/2026	7.88
7060	O'REILLY AUTO PARTS	0749-141927	1) fuel pump f/compost screener	03/27/2026	42.02
7060	O'REILLY AUTO PARTS	0749-141927	10') fuel hose f/compost screener	03/27/2026	17.90
8260	SAPP BROTHERS	IN4973996	334.0 gal ULSD #2 Dyed Winter Diesel @ 3.239993	03/05/2026	1,082.15
8260	SAPP BROTHERS	IN4986038	65.6 gal DEF @ 2.104646	03/20/2026	138.06
8260	SAPP BROTHERS	IN4986038	55.0 gal windshield washer fluid	03/20/2026	151.25
8260	SAPP BROTHERS	IN4986038	1) 55-gal DEF drum empty	03/20/2026	47.50
8260	SAPP BROTHERS	IN4986038	1-cs) precision XL grease	03/20/2026	141.75
8260	SAPP BROTHERS	IN4991099	1) drum pump, plastic	03/27/2026	46.21
8260	SAPP BROTHERS	IN4992489	1,807.0 gal #2 Dyed Summer Diesel @ 2.708004	03/30/2026	4,893.36
8260	SAPP BROTHERS	IN4992489	1,300.0 gal #2 Dyed Summer Diesel @ 2.708001	03/30/2026	3,520.40
1052	Travelers	3744C0129-MAR26	Prop Ins add. f/New Landfill	03/12/2026	6,631.00
9730	WALKER UNIFORM RENTAL	1460797	Uniform Service	03/12/2026	42.22
9730	WALKER UNIFORM RENTAL	1462051	Uniform Service	03/19/2026	80.57
9730	WALKER UNIFORM RENTAL	1463263	Uniform Service	03/26/2026	42.22
Total BASWA:					530,235.61
Total BEATRICE AREA SOLID WASTE AGNC:					530,235.61
CAPITAL IMP FUND					
CAPITAL IMPROVEMENTS-GENERAL					
12531	JASON ZVOLANEK	244-FINAL	Hannibal Park Concession Remodel	01/19/2026	2,500.00
11746	Southeast Nebr Development District	B25LWCF1125GA	Administrate LWCF Grant f/Chautauqua Park Pickleball	03/16/2026	5,000.00
Total CAPITAL IMPROVEMENTS-GENERAL:					7,500.00
Total CAPITAL IMP FUND:					7,500.00
ECONOMIC DEVELOPMENT FUND					
1390	BOND OWNER	ED MAR26	ED Bond Interest due 3/15/2026	03/12/2026	19,365.00
1390	BOND OWNER	ED MAR26	ED Bond Principal Due 3/15/2026	03/12/2026	210,000.00
Total :					229,365.00
Total ECONOMIC DEVELOPMENT FUND:					229,365.00
COMMUNITY REDEVELOP AUTHORITY					
8420	SECURITY FIRST BANK	GOOSSEN-TIF-MAR26	TIF Financing-Covered Bridge (Goossen)	03/19/2026	27,502.81

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total :					27,502.81
Total COMMUNITY REDEVELOP AUTHORITY:					27,502.81
INFO TECH SERV FUND					
11930	A T and T Mobility	287301368820X03112026	Cell service f/ Chief's Phone - Fire	03/03/2026	52.06
12056	ALL COPY PRODUCTS	41494262	Copier Rental - Billing	03/14/2026	533.10
11714	Caselle, Inc.	INV-17039	Cloud Hosting - Apr 2026	03/03/2026	903.00
11714	Caselle, Inc.	INV-17039	Maintenance & Support - Apr 2026	03/03/2026	3,937.00
1034	CHARTER COMMUNICATIONS	1290027030-MAR26	Cable charges/City - March 2026	03/09/2026	12.29
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - IT Share - 7	03/02/2026	133.00
12675	INTERMEDIA.NET INC	2603051313	Phone Service	03/01/2026	149.65
12675	INTERMEDIA.NET INC	2603051313	Phone Service	03/01/2026	89.79
12675	INTERMEDIA.NET INC	2603051313	Phone Service	03/01/2026	59.86
9610	VERIZON WIRELESS	6138018743	ICAC Phone & Data	03/08/2026	91.01
9610	VERIZON WIRELESS	6138276261	Fire AVL Card	03/10/2026	40.01
9610	VERIZON WIRELESS	6138276261	Fire AVL Card	03/10/2026	40.01
9610	VERIZON WIRELESS	6138276261	Police AVL Cards	03/10/2026	620.42
9610	VERIZON WIRELESS	6138276261	3) MARS tablet	03/10/2026	120.03
9610	VERIZON WIRELESS	6138276261	1) IT tablet	03/10/2026	40.01
9610	VERIZON WIRELESS	6138276261	2) Street tablet	03/10/2026	80.02
9610	VERIZON WIRELESS	6138276261	2) Fire tablet	03/10/2026	80.02
9610	VERIZON WIRELESS	6138385522	Machine 2 Machine activity - BPW	03/12/2026	154.12
9610	VERIZON WIRELESS	6138515977	Community Development-lpad services (2)	03/13/2026	80.02
9610	VERIZON WIRELESS	6139067703	Undercover Phones & data	03/20/2026	119.89
9920	WINDSTREAM	090051577-MAR26	Water Park Phone Service	03/12/2026	123.68
9920	WINDSTREAM	090063150-MAR26	Crime Stoppers phone service	03/12/2026	88.48
9920	WINDSTREAM	092071685-MAR26	Fire Alarm Phone Lines	03/23/2026	161.37
9920	WINDSTREAM	092151344-MAR26	Library Phone Service	03/25/2026	99.41
9920	WINDSTREAM	092221690-MAR26	backup Dispatch phone line	03/18/2026	94.25
9920	WINDSTREAM	092226581-MAR26	Airport phone service	03/25/2026	86.43
9920	WINDSTREAM	092227280-MAR26	911 Telephone Service	03/10/2026	154.15
9920	WINDSTREAM	092229158-MAR26	dispatch fax line	03/23/2026	82.98
Total :					8,226.06
Total INFO TECH SERV FUND:					8,226.06
SANITATION FUND					
980	BEATRICE IRON AND METAL CO	112869	5) cutoff wheel	03/20/2026	17.55
11281	Black Hills Energy	3806703634-MAR26	Gas Service - MARS - March 2026	03/13/2026	1,312.33
1350	BOARD OF PUBLIC WORKS	86-11895	MARS postage - Mar26	03/31/2026	791.35
1390	BOND OWNER	SANITATION MAR26	Sanitaion Bond Interest due 3/15/2026	03/12/2026	9,951.25
1390	BOND OWNER	SANITATION MAR26	Sanitation Bond Principal due 3/15/2026	03/12/2026	270,000.00
3013	Colleen's Catering LLC	6310A-FINAL	FY26 Employee Recognition Dinner - MARS Share -	03/02/2026	551.00
12643	Environmental Maintenance Services LL	15525	Labor - transmission leak	02/27/2026	440.00
12643	Environmental Maintenance Services LL	15526	Labor - PTO in-operable	02/27/2026	565.00
12643	Environmental Maintenance Services LL	15553	Labor - R&R air ride seat	03/24/2026	250.00
12643	Environmental Maintenance Services LL	15554	Labor - Stop engine light on	03/24/2026	750.00
3210	FARMERS COOPERATIVE	44577-MAR26	31.182 gal Super E89 @ 3.249	03/31/2026	101.31
3210	FARMERS COOPERATIVE	44577-MAR26	Labor - 1) tire repair	03/31/2026	65.00
3210	FARMERS COOPERATIVE	44577-MAR26	90.01 gal transdraulic @ 14.10	03/31/2026	1,269.14
3210	FARMERS COOPERATIVE	44577-MAR26	80.02 gal 15W40 @ 14.71	03/31/2026	1,177.09
3210	FARMERS COOPERATIVE	44577-MAR26	180.16 gal DEF @ 2.09	03/31/2026	376.53

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
3210	FARMERS COOPERATIVE	44577-MAR26	Labor - 4) tire swap	03/31/2026	268.00
3210	FARMERS COOPERATIVE	44577-MAR26	18.555 gal Super E89 @ 3.449	03/31/2026	64.00
3210	FARMERS COOPERATIVE	44577-MAR26	7.9 lb Propane @ 3.00	03/31/2026	28.70
3210	FARMERS COOPERATIVE	44577-MAR26	Labor - 1) tire repair	03/31/2026	65.00
3210	FARMERS COOPERATIVE	44577-MAR26	Labor - 1) tire repair	03/31/2026	65.00
12591	Interstate Power Systems, Inc	C023010108.01	fuel cap	03/30/2026	115.97
12591	Interstate Power Systems, Inc	R023066362.01	Labor - diag blower motor inop	03/27/2026	140.00
12591	Interstate Power Systems, Inc	R023066362.01	Labor - R&R blower motor, resistor	03/27/2026	636.00
12591	Interstate Power Systems, Inc	R023066362.01	Labor - R&R controller	03/27/2026	1,230.00
12591	Interstate Power Systems, Inc	R023066362.01	Supplies - hvac control module	03/27/2026	1,304.47
12591	Interstate Power Systems, Inc	R023066362.01	Supplies - blower motor	03/27/2026	173.94
12591	Interstate Power Systems, Inc	R023066362.01	Supplies - fuel cap	03/27/2026	136.29
12591	Interstate Power Systems, Inc	R023066362.01	Misc Charges	03/27/2026	50.00
12591	Interstate Power Systems, Inc	R023066362.01	Labor - discount f/travel	03/27/2026	450.00-
12591	Interstate Power Systems, Inc	R023066363.01	Labor - diag blower motor inop	03/21/2026	337.50
12591	Interstate Power Systems, Inc	R023066363.01	Labor - R&R blower motor asy	03/21/2026	450.00
12591	Interstate Power Systems, Inc	R023066363.01	Supplies - blower motor	03/21/2026	313.62
12591	Interstate Power Systems, Inc	R023066363.01	Misc Charges	03/21/2026	35.00
4770	JOHNNY'S WELDING INC.	197947	45) 1/2" hose	02/16/2026	27.00
4770	JOHNNY'S WELDING INC.	197947	2) hose fitting	02/16/2026	52.28
4770	JOHNNY'S WELDING INC.	197947	Labor to make hose	02/16/2026	8.00
12300	Klecans Diverse Service LLC	542	Labor - R&R balancer	02/06/2026	200.00
12300	Klecans Diverse Service LLC	542	Labor - Repair hydraulic leak	02/06/2026	540.00
12300	Klecans Diverse Service LLC	542	Labor - repair lights	02/06/2026	200.00
12300	Klecans Diverse Service LLC	542	Labor - R&R side steer axle hub oiler	02/06/2026	100.00
12300	Klecans Diverse Service LLC	542	Labor - R&R door hinges	02/06/2026	100.00
7060	O'REILLY AUTO PARTS	0749-133703	rocker switch	02/20/2026	20.05
7060	O'REILLY AUTO PARTS	0749-140845	20) multipurpose grease	03/23/2026	133.80
7060	O'REILLY AUTO PARTS	PCM51655A-01282026	dup pymt	02/04/2026	16.98-
7060	O'REILLY AUTO PARTS	PCM51655A-01282026	dup pymt	02/04/2026	27.82-
7640	PRIORITY PRINTING	125323	80) decal f/roll-off	03/27/2026	692.00
12460	Refuse Inc.	2433	6) 2-yd rear load dumpster, brown	02/18/2026	4,590.00
12460	Refuse Inc.	2433	1) 8-yd rear load container, green	02/18/2026	2,875.00
12460	Refuse Inc.	2433	Delivery fee	02/18/2026	50.00
12460	Refuse Inc.	2452	6) 2-yd rear-load dumpster	03/16/2026	4,590.00
12460	Refuse Inc.	2452	2) 4-yd rear-load dumpster	03/16/2026	2,780.00
12460	Refuse Inc.	2452	Delivery fee	03/16/2026	50.00
12460	Refuse Inc.	2459	2) 2-yd rear load dumpster, brown	03/23/2026	1,555.00
12393	Rollins Inc	293805382	Pest Control Standard f/MARS - March 2026	03/05/2026	87.60
8260	SAPP BROTHERS	IN4977524	1,158.6 gal ULSD #2 Clear Winter Diesel @ 4.00599	03/10/2026	4,641.35
8260	SAPP BROTHERS	IN4981620	625.0 gal #2 Clear Winter Diesel @ 3.027982	03/16/2026	1,892.50
8260	SAPP BROTHERS	IN4987953	1,074.0 gal #2 Clear Winter Diesel @ 3.028009	03/24/2026	3,252.07
8260	SAPP BROTHERS	IN4992486	970.0 gal #2 Clear Summer Diesel @ 3.027997	03/30/2026	2,937.16
11678	Truck Center Companies	RA108050604.01	Labor - R&R VGT actuator	03/17/2026	540.00
11678	Truck Center Companies	RA108050604.01	Labor - diag	03/17/2026	450.00
11678	Truck Center Companies	RA108050604.01	Supplies - VGT actuator	03/17/2026	1,870.01
11678	Truck Center Companies	RA108050604.01	Labor - R&R hose asy; PTO to transmission	03/17/2026	270.00
11678	Truck Center Companies	RA108050604.01	Labor - diag	03/17/2026	90.00
11678	Truck Center Companies	RA108050604.01	Supplies - hose asy	03/17/2026	53.96
11678	Truck Center Companies	RA108050604.01	Shop supplies	03/17/2026	202.50
11678	Truck Center Companies	RA108050862.01	Labor - express assessment f/CEL	03/27/2026	1,350.00
11678	Truck Center Companies	RA108050862.01	Supplies - ring, connector, brake cleaner	03/27/2026	69.46
11678	Truck Center Companies	RA108050862.01	Labor - diag radiator leak	03/27/2026	180.00
11678	Truck Center Companies	RA108050862.01	Labor - R&R radiator drain	03/27/2026	450.00
11678	Truck Center Companies	RA108050862.01	Supplies - radiator drain	03/27/2026	168.61
11678	Truck Center Companies	RA108050862.01	Labor - R&R fuel filters	03/27/2026	180.00
11678	Truck Center Companies	RA108050862.01	Supplies - fuel filters	03/27/2026	137.25

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11678	Truck Center Companies	RA108050862.01	Shop supplies	03/27/2026	324.00
Total :					330,245.84
Total SANITATION FUND:					330,245.84
COMBINED CASH FUND					
12713	KEN CHELOHA	AR 6240	AR 6240 - MARS credit balance	03/12/2026	78.00
Total :					78.00
Total COMBINED CASH FUND:					78.00
Grand Totals:					1,423,212.08

Dated: _____

Mayor: _____

City Council: _____

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Altec Industries, Inc.				
51900065	12/18/2025	1)Placard;English;Information, Altec Large Kiss @16.55	ELECTRIC FUND	16.55
51900065	12/18/2025	1)Placard;English;Information, Altec Log@10.04	ELECTRIC FUND	10.04
51900065	12/18/2025	1)Placard;English;Safety,Danger @12.59	ELECTRIC FUND	12.59
51900065	12/18/2025	1)Placard;English;Safety,Entanglement Hazard@4.10	ELECTRIC FUND	4.10
51900065	12/18/2025	1)Cover,Platform Control @10.53	ELECTRIC FUND	10.53
51900065	12/18/2025	1)Placard;English;Capacity @1.95	ELECTRIC FUND	1.95
51900065	12/18/2025	1)Placard;English;Safety,Crushing Hazard@6.32	ELECTRIC FUND	6.32
51900065	12/18/2025	3)Cover Control Handle@4.64	ELECTRIC FUND	13.92
51900065	12/18/2025	1)Boot, Tool Valve @40.16	ELECTRIC FUND	40.16
51900065	12/18/2025	1)Cover,JIB Assembly,Streetside@1023.75	ELECTRIC FUND	1,023.75
51900065	12/18/2025	1)Cover,3-handle Valve @19.90	ELECTRIC FUND	19.90
51900065	12/18/2025	1)Placard;English;Information platform Capac@5.25	ELECTRIC FUND	5.25
51900065	12/18/2025	1)Placard;English;Safety,Crushing Hazard@.87@7.73	ELECTRIC FUND	.87
51900065	12/18/2025	1)Cover JIB Assembly Street side @1074.11	ELECTRIC FUND	1,074.11
51900065	12/18/2025	1)Cover, Two man platform plastic@200.72	ELECTRIC FUND	200.72
51900065	12/18/2025	1)Cover,2-man side mount platform@832.92	ELECTRIC FUND	832.92
51900065	12/18/2025	1)Placard;English;Safety,Danger Lifting Energizxe@4.16	ELECTRIC FUND	4.16
51900065	12/18/2025	Freight	ELECTRIC FUND	673.16
51900065	12/18/2025	Svc charg/shop supplies	ELECTRIC FUND	42.00
51900065	12/18/2025	Sales Tax	ELECTRIC FUND	299.48
51900065	12/18/2025	Inspection	ELECTRIC FUND	740.00
51900065	12/18/2025	Dielectric Test	ELECTRIC FUND	250.00
51900065	12/18/2025	Labor-Svc;travel	ELECTRIC FUND	516.00
Total Altec Industries, Inc.:				5,798.48
American Electric Power				
175-21610123	03/11/2026	SPP Charges for February 2026 15,344 MWH @ 38.95	ELECTRIC FUND	597,648.81
175-21610123	03/11/2026	Radiant Tech Admin Fee f/ Feb 2026 5,289.899 MWH @ 0.85	ELECTRIC FUND	4,496.41
175-21610123	03/11/2026	Congestion/lmbalance credit/chg for Feb 2026	ELECTRIC FUND	34,388.55-
175-21610123	03/11/2026	SPP Initial Charges for Feb 2026	ELECTRIC FUND	152,087.90
175-21610123	03/11/2026	SPP charges for prior months	ELECTRIC FUND	2,184.65
175-21610123	03/11/2026	SPP settlement - Final	ELECTRIC FUND	4,133.98-
Total American Electric Power:				717,895.24
APX Inc				
26800	04/01/2026	Transfer Fee: Cotonwood Wind4 3/2026	ELECTRIC FUND	65.83
26800	04/01/2026	Transfer Fee: Cotonwood Wind4 2/2026	ELECTRIC FUND	37.33
Total APX Inc:				103.16
Beatrice Iron and Metal				
112753	03/16/2026	1)Windshield@120.00(cust#1072)	ELECTRIC FUND	120.00
112753	03/16/2026	1)Moulding @29.83(cust#1072)	ELECTRIC FUND	29.83
112753	03/16/2026	1)Urthane@30.00(cust#1072)	ELECTRIC FUND	30.00
112753	03/16/2026	Labor-repl windshield broke by power line (cust#1072)	ELECTRIC FUND	55.00
112753	03/16/2026	Sales tax	ELECTRIC FUND	13.49
112790	03/17/2026	17)ft Iron 2x2x11Ga Sq Tube@5.18(cust#1072)	ELECTRIC FUND	88.06
112790	03/17/2026	Sales Tax	ELECTRIC FUND	6.60
113017	03/26/2026	1)Filter @33.02(cust#1072)	ELECTRIC FUND	33.02
113017	03/26/2026	Sales tax	ELECTRIC FUND	2.48
Total Beatrice Iron and Metal:				378.48

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Beatrice Ready Mixed				
1B 53239	03/24/2026	500)2" Plstc PC Hi Chr @.21	WATER FUND	105.00
1B 53239	03/24/2026	Sales Tax	WATER FUND	7.88
1B 53322	03/27/2026	7.24tn)3/4" Clean Rock @40.00	WATER FUND	289.60
1B 53322	03/27/2026	Sales Tax	WATER FUND	21.72
1B 53380	03/31/2026	6.93tn)3/4" Clean Rock @40.00	WATER FUND	277.20
1B 53380	03/31/2026	Sales Tax	WATER FUND	20.79
B1 751239	03/20/2026	2cy)SGAE3500@188.00	WATER FUND	376.00
B1 751239	03/20/2026	Sales Tax	WATER FUND	28.20
B1 751732	03/26/2026	9cy)Sand Fill & Water @63.00(7/Jackson)	WATER FUND	567.00
B1 751732	03/26/2026	Sales Tax	WATER FUND	42.53
B1 751733	03/26/2026	.50cy)SGAE3500@188.	WATER FUND	94.00
B1 751733	03/26/2026	Sales Tax	WATER FUND	7.05
B1 751938	03/27/2026	27cy)Sand Fill & Water @63.00	WATER FUND	1,701.00
B1 751938	03/27/2026	Sales Tax	WATER FUND	93.56
B1 751958	03/30/2026	1cy)L10AE3500@188.50	WATER FUND	188.50
B1 751958	03/30/2026	Sales Tax	WATER FUND	14.14
Total Beatrice Ready Mixed:				3,834.17
Black Hills Energy				
0660445975-MAR26	03/13/2026	Gas Bill/ 820 Herbert LS #5/MAR26	WPC	67.02
2096271272-MAR26	03/13/2026	Gas Bill/ 300 Irving LS #6/FEB26	WPC	74.13
4320807688-MAR26	03/13/2026	Gas Bill/321 Grant Street -MAR26	WATER FUND	103.56
7743125526-MAR26	03/13/2026	Gas Bill/1300 Beaver -Mar26	WPC	977.27
7743125526-MAR26	03/13/2026	Gas Bill/1300 Beaver/Dewatering Bldg-Mar26	WPC	423.75
7743125526-MAR26	03/13/2026	Gas Bill/1831 1/2 Carlye Street/LS#4/Mar26	WPC	55.83
9197736828-MAR26	03/13/2026	Gas Bill/312 Grant Street -MAR26	WATER FUND	110.19
Total Black Hills Energy:				1,811.75
Blackburn Manufacturing				
IN0027103	03/23/2026	State Sales/Use	ELECTRIC FUND	20.66-
IN0027103	03/23/2026	City Sales/Use	ELECTRIC FUND	7.51-
IN0027103	03/23/2026	3000)Printed 4x5 Vinyl Flags 18"-Red@.0951	ELECTRIC FUND	285.30
IN0027103	03/23/2026	FREIGHT	ELECTRIC FUND	90.36
IN0027103	03/23/2026	Use Tax	ELECTRIC FUND	28.17
IN0027485	03/26/2026	4000)Printed 4x5 Vinyl Flags-Blue@.0951	WATER FUND	380.40
IN0027485	03/26/2026	FREIGHT	WATER FUND	120.48
IN0027485	03/26/2026	Sales Tax	WATER FUND	37.57
Total Blackburn Manufacturing:				914.11
Bomgaars Supply Inc				
559522	03/12/2026	1)Pipe Wrench@47.99	WATER FUND	47.99
559522	03/12/2026	1)Wrench @31.19	WATER FUND	31.19
559522	03/12/2026	Sales Tax	WATER FUND	5.94
560810	03/16/2026	1)Boot@99.99	WPC	99.99
560810	03/16/2026	1)Hi-Vis T-shirt @21.99	WPC	21.99
560810	03/16/2026	1)Sweatshirt@64.99	WPC	64.99
560999	03/17/2026	8)Hose Clamp @2.79	WATER FUND	22.32
560999	03/17/2026	Sales Tax	WATER FUND	1.67
563351	03/23/2026	1)Rainsuit@39.99	WATER FUND	39.99
563351	03/23/2026	1)Boot@149.99	WATER FUND	149.99
563351	03/23/2026	Sales Tax	WATER FUND	14.25
563719	03/24/2026	1)Jacket M Rain Hi Vis @59.99	WPC	59.99
564661	03/27/2026	1)Chain High Test @30.19	ELECTRIC FUND	30.19

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
564661	03/27/2026	6)Clevis Grab Hook@3.49	ELECTRIC FUND	20.94
564661	03/27/2026	Sales Tax	ELECTRIC FUND	3.83
566077	03/31/2026	2)Shelf Bracket @7.99	WATER FUND	15.98
566077	03/31/2026	1)Door Stop @9.99	WATER FUND	9.99
566077	03/31/2026	1)Switch Wall Plate @.79	WATER FUND	.79
566077	03/31/2026	1)Trash Bag@16.99	WATER FUND	16.99
566077	03/31/2026	Sales Tax	WATER FUND	3.28
Total Bomgaars Supply Inc:				662.29
Border States Industries, Inc				
932085269	03/10/2026	Crimp Tool Repair	ELECTRIC FUND	885.00
932085269	03/10/2026	Sales Tax	ELECTRIC FUND	66.38
932116074	03/16/2026	3)4" 90 DEG. 36" FIBER. ELBOW CFBG 40CHW922D	ELECTRIC FUND	471.69
932116084	03/16/2026	50)DEADEND CLAMP 1/0-4/0 STR AL MPS-ASO-570-1-N (3-4 WEEKS)	ELECTRIC FUND	1,322.25
932170965	03/25/2026	1)MAADAM A-20M 3/4 TON ROPE PULLER 20 FT	ELECTRIC FUND	165.00
932194275	03/30/2026	200)SQUEEZON 1/0ACSR 4SOL WR189	ELECTRIC FUND	172.00
932194275	03/30/2026	168)INSULATOR SPOOL HEND-HPI-53-2 3 IN SPOOL	ELECTRIC FUND	269.09
932194275	03/30/2026	44)INSULATOR CHN-C9091032P POLYMER SPOOL	ELECTRIC FUND	145.21
932194275	03/30/2026	100)CLAMP GROUND ROD GG 5/8 BUR-GRC58	ELECTRIC FUND	252.63
932194275	03/30/2026	60)CLEVIS DEAD END CHN-0337	ELECTRIC FUND	941.70
932194275	03/30/2026	48)CUTOOUT 100 AMP S & C CPR-S4B1P1A	ELECTRIC FUND	5,052.16
Total Border States Industries, Inc:				9,743.11
BPW - Bldg Repair				
1131.01-APR26	04/01/2026	Electric Building Repair Fund	ELECTRIC FUND	1,250.00
1131.01-APR26	04/01/2026	Water Building Repair Fund	WATER FUND	850.00
Total BPW - Bldg Repair:				2,100.00
BPW - Bond Reserve				
APR2026	04/01/2026	Water D311674 - SFR Land	WATER FUND	3,611.00
APR2026	04/01/2026	Water D311685 - SRF Projects	WATER FUND	20,770.00
APR2026-SERIES	04/01/2026	Electric Series 2025 Bonds	ELECTRIC FUND	16,476.00
APR2026-SERIES	04/01/2026	Water Series 2025 Bonds	WATER FUND	8,007.00
APR2026-SERIES	04/01/2026	WPC Series 2025 Bonds	WPC	1,000.00
Total BPW - Bond Reserve:				49,864.00
BPW - Engineering Charges				
1456.00-APR26	04/01/2026	Water Engineering Charges	WATER FUND	3,903.00
1456.00-APR26	04/01/2026	WPC Engineering Charges	WPC	3,903.00
Total BPW - Engineering Charges:				7,806.00
Building Crafts Inc				
021-01277-PMT 7	03/25/2026	WPC Grit Improvements Project No. 021-01277	WPC	398,693.11
Total Building Crafts Inc:				398,693.11
Burroughs, Debbie				
MILEAGE JAN-MAR26	03/31/2026	Mileage Reimbursement	ELECTRIC FUND	17.40
Total Burroughs, Debbie:				17.40

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Carpenter Paper Company				
420836	03/19/2026	2cs)Bath Tissue @ 96.9938	ELECTRIC FUND	193.99
420836	03/19/2026	Sales Tax	ELECTRIC FUND	14.55
Total Carpenter Paper Company:				208.54
Cary D Udell				
6707	03/25/2026	Service Center Cleaning for Mar 2026	ELECTRIC FUND	945.00
6707	03/25/2026	Sales Tax	ELECTRIC FUND	70.88
6708	03/25/2026	Office.Cleaning WPC for Mar26	WPC	450.00
Total Cary D Udell:				1,465.88
CINTAS LOC 749				
4262976749	03/17/2026	Uniform Cleaning/Rental WPC	WPC	35.00
4263718715	03/24/2026	Uniform Cleaning/Rental WPC	WPC	35.00
4264419344	03/31/2026	Uniform Cleaning/Rental WPC	WPC	35.00
Total CINTAS LOC 749:				105.00
City Economic Development Fund				
ED-APR26	04/01/2026	Economic Development Support-APR26	ELECTRIC FUND	25,000.00
Total City Economic Development Fund:				25,000.00
City Motor Supply				
915960	03/18/2026	1)Industri@14.32	WPC	14.32
916004	03/19/2026	1)U-Nut@8.44	WPC	8.44
916053	03/23/2026	1)SIM GRN@9.99	WPC	9.99
916053	03/23/2026	1)Towels@3.99	WPC	3.99
916053	03/23/2026	1)Electronic Cleaner@9.99	WPC	9.99
916152	03/26/2026	2)Lube Filter @10.21	WPC	20.42
916152	03/26/2026	12)HD Mult@6.49	WPC	77.88
916152	03/26/2026	1)HDFleet10w30@16.99	WPC	16.99
916152	03/26/2026	1)Filter @17.63	WPC	17.63
916152	03/26/2026	2)NapaOil Filter @8.51	WPC	17.02
916171	03/27/2026	1)NAPA Gold Engine Air Filter@10.58(for compressor)	WPC	10.58
916185	03/27/2026	1)Oil Filter @6.82	WPC	6.82
Total City Motor Supply:				214.07
City Treasurer				
AR6543-MAR26	03/16/2026	MARS AR payment - Pinnacle Bank	ELECTRIC FUND	138.00
ATTY-APR26	01/04/2026	Attorney Salary -APR26	ELECTRIC FUND	4,257.00
ATTY-APR26	01/04/2026	Attorney Salary -APR26	WATER FUND	2,554.00
ATTY-APR26	01/04/2026	Attorney Salary -APR26	WPC	1,703.00
CR-APR26	04/01/2026	Community Relations Coord(50% of Amanda)-APR26	ELECTRIC FUND	2,747.00
CR-APR26	04/01/2026	Community Relations Coord(50% of Amanda)-APR26	WATER FUND	1,648.20
CR-APR26	04/01/2026	Community Relations Coord(50% of Amanda)-APR26	WPC	1,098.80
FINANCE-HR-APR26	04/01/2026	Finance/HR Salary-APR26	ELECTRIC FUND	8,424.00
FINANCE-HR-APR26	04/01/2026	Finance/HR Salary-APR26	WATER FUND	5,054.40
FINANCE-HR-APR26	04/01/2026	Finance/HR Salary-APR26	WPC	3,369.60
GM-APR26	04/01/2026	General Manager Salary -APR26	ELECTRIC FUND	10,933.00
GM-APR26	04/01/2026	General Manager Salary -APR26	WATER FUND	6,559.80
GM-APR26	04/01/2026	General Manager Salary -APR26	WPC	4,373.20
IT-APR26	04/01/2026	IT Monthly Contibution -APR26	ELECTRIC FUND	40,030.00
IT-APR26	04/01/2026	IT Monthly Contibution -APR26	WATER FUND	13,614.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
IT-APR26	04/01/2026	IT Monthly Contibution -APR26	WPC	9,432.00
Total City Treasurer:				115,936.00
Collection Associates LLC				
186-FEB26	02/27/2026	Collections/Feb 2026	ELECTRIC FUND	303.48
Total Collection Associates LLC:				303.48
Colleen's Catering				
6310A	12/24/2025	Meals- Employee Recognition Dinner/BPW board	ELECTRIC FUND	76.00
6310A	12/24/2025	Meals- Employee Recognition Dinner/electric	ELECTRIC FUND	171.00
6310A	12/24/2025	2ND 1/2 Room fee	ELECTRIC FUND	500.00
6310A	12/24/2025	Meals- Employee Recognition Dinner/billing	ELECTRIC FUND	171.00
6310A	12/24/2025	Sales Tax	ELECTRIC FUND	260.78
6310A	12/24/2025	Meals- Employee Recognition Dinner/engineering	ELECTRIC FUND	114.00
6310A	12/24/2025	Meals- Employee Recognition Dinner/water	WATER FUND	266.00
6310A	12/24/2025	Meals- Employee Recognition Dinner/wpc	WPC	228.00
Total Colleen's Catering:				1,786.78
Column Software PBC				
7FF24556-0663	02/17/2026	Notice of Meeting 4/1/26	ELECTRIC FUND	13.02
Total Column Software PBC:				13.02
DataShield Corporation				
0189101	03/23/2026	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	49.50
0189101	03/23/2026	Onsite Certified Destruction Weight Per Order	ELECTRIC FUND	13.50
0189101	03/23/2026	Fuel Surcharge	ELECTRIC FUND	5.03
Total DataShield Corporation:				68.03
Eakes Office Solutions				
9308381-0	03/26/2026	3)Paper Bright white 36x300@89.79	ELECTRIC FUND	269.37
9308381-0	03/26/2026	Sales Tax	ELECTRIC FUND	20.20
Total Eakes Office Solutions:				289.57
Employee Benefit Account				
HEALTH INS-APR26	04/01/2026	Engineering Health Ins	ELECTRIC FUND	8,400.00
HEALTH INS-APR26	04/01/2026	Electric Health Ins	ELECTRIC FUND	36,400.00
HEALTH INS-APR26	04/01/2026	Billing & Service-elec	ELECTRIC FUND	5,600.00
HEALTH INS-APR26	04/01/2026	Jean & Zab-elec	ELECTRIC FUND	2,800.00
HEALTH INS-APR26	04/01/2026	Water Health Ins	WATER FUND	28,000.00
HEALTH INS-APR26	04/01/2026	Billing & Service-wtr	WATER FUND	3,360.00
HEALTH INS-APR26	04/01/2026	Jean & Zab-wtr	WATER FUND	1,680.00
HEALTH INS-APR26	04/01/2026	WPC Health Ins	WPC	16,800.00
HEALTH INS-APR26	04/01/2026	Billing & Service-wpc	WPC	2,240.00
HEALTH INS-APR26	04/01/2026	Jean & Zab - wpc	WPC	1,120.00
Total Employee Benefit Account:				106,400.00
Energys				
SLS/96121980	03/24/2026	ATEV1130012FMT1SSXXXXXX1 12 AMP FILTERED 130VDC CHARGER,	ELECTRIC FUND	4,130.75
SLS/96121980	03/24/2026	ATEV1048012FMT1SSXXXXXX1 12 AMP FILTERED CHARGE,48VDC 24	ELECTRIC FUND	3,378.15
SLS/96121980	03/24/2026	Use Tax	ELECTRIC FUND	563.17

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
SLS/96121980	03/24/2026	State Sales/Use	ELECTRIC FUND	412.99-
SLS/96121980	03/24/2026	City Sales/Use	ELECTRIC FUND	150.18-
Total Enersys:				7,508.90
Farmers Cooperative				
2266-MAR26	03/31/2026	1)11R22.5 B Stone@850	WATER FUND	850.00
2266-MAR26	03/31/2026	Tire Disposal	WATER FUND	7.00
2266-MAR26	03/31/2026	Sales Tax	WATER FUND	64.28
2266-MAR26	03/31/2026	Tire Repair	WATER FUND	25.00
2266-MAR26	03/31/2026	Tire Repair	WATER FUND	25.00
2266-MAR26	03/31/2026	Tire Tax	WATER FUND	1.00
2267-MAR26	03/31/2026	33.2640 gal Super No Lead	WPC	93.77
2267-MAR26	03/31/2026	3.6750 gal Super No Lead Gas	WPC	10.36
2267-MAR26	03/31/2026	25.3570 gal Super No Lead	WPC	76.55
2267-MAR26	03/31/2026	22.82 gal Super No Lead	WPC	68.89
2267-MAR26	03/31/2026	44.4920 gal Super No Lead	WPC	134.32
2267-MAR26	03/31/2026	10)Spectra Red Max #2 Tub@5.71	WPC	57.10
Total Farmers Cooperative:				1,413.27
FORVIS LLP				
2838242	03/23/2026	Additional Services	ELECTRIC FUND	943.75
2838242	03/23/2026	Additional Services	WATER FUND	566.25
2838242	03/23/2026	Additional Services	WPC	377.50
Total FORVIS LLP:				1,887.50
GE Software Inc				
227440	03/31/2026	Fuel Site Modeul Monthly Service-Mar26	ELECTRIC FUND	86.00
227440	03/31/2026	State Sales/Use	ELECTRIC FUND	4.40-
227440	03/31/2026	City Sales/Use	ELECTRIC FUND	1.60-
Total GE Software Inc:				80.00
Husker Electric Supply				
81473	03/27/2026	9)ITI MODEL JAK-0C, CURRENT TRANSFORMER, 200:5,0.3 B0.5 RF 4.0	ELECTRIC FUND	2,745.00
81473	03/27/2026	Freight	ELECTRIC FUND	189.95
81473	03/27/2026	Sales Tax	ELECTRIC FUND	220.12
81662	03/31/2026	45)GROUND ROD 5/8 X 8 FT	ELECTRIC FUND	865.43
81663	03/31/2026	800)WIRE COPPER #4 BARE SD (5 X 200 FT. REELS)	ELECTRIC FUND	865.16
81663	03/31/2026	2000)WIRE COPPER #8 SD BARE (4 X 500 FT. REELS)	ELECTRIC FUND	795.50
Total Husker Electric Supply:				5,681.16
Hydro Optimization and Automat, Inc				
13435	03/26/2026	3)Service Remotely@175.00	WATER FUND	525.00
13435	03/26/2026	Sales Tax	WATER FUND	28.88
Total Hydro Optimization and Automat, Inc:				553.88
JK Energy Consulting LLC				
2621	03/17/2026	2026 Mileage Reimbursement	ELECTRIC FUND	255.93
2621	03/17/2026	Meal Ticket	ELECTRIC FUND	11.81
2621	03/17/2026	Feb26-Updated financial assesment based on final report from HDR	ELECTRIC FUND	4,320.00
2622	03/17/2026	Feb26-Prepared January meter readings and invoice	ELECTRIC FUND	240.00

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total JK Energy Consulting LLC:				4,827.74
Keep Beatrice Beautiful Inc				
MEMERSHIP 2026	03/30/2026	Membership-Community Improvement Partner	ELECTRIC FUND	150.00
Total Keep Beatrice Beautiful Inc:				150.00
Ken's Pest Control				
1771	03/16/2026	Pest Control Service Center Mar/26	ELECTRIC FUND	80.63
Total Ken's Pest Control:				80.63
Lammel Plumbing, Inc.				
86982	03/30/2026	Cabled to clean out for 418 Wiebe (in 428 Wiebe yard)	WPC	429.00
Total Lammel Plumbing, Inc.:				429.00
Lampton Welding Supply				
0020344655	03/19/2026	1cy)K Oxygen@24.59	WPC	24.59
0020344655	03/19/2026	Hazmat	WPC	7.70
Total Lampton Welding Supply:				32.29
Lincoln Winwater Works				
118397 01	03/16/2026	4)6" Emergency Clamp - 12.5" Length CL1 6X12 6.84-7.24 FC CLAMP	WATER FUND	602.00
118397 01	03/16/2026	2)6" EMERGENCY CLAMP - 15" LENGTH CL1 6X15 6.84-7.24 FC CLAMP	WATER FUND	356.90
118397 01	03/16/2026	24)6" MJ Bolt Pack with Gasket MGP6 6 MJ GSKT/T-BOLT PK	WATER FUND	748.20
118397 01	03/16/2026	24)8" BOLT PACKS MGP8 8 MJ GSKT/T-BOLT PK	WATER FUND	851.40
118957 01	03/23/2026	4)100lb Drum Chlorine-5gal bucket @550.00	WATER FUND	2,200.00
118957 01	03/23/2026	Sales Tax	WATER FUND	165.00
119129 03	04/01/2026	1)5-1/4 12 Hyd Ext (12" Extensions for Kennedy)@475.00	WATER FUND	475.00
Total Lincoln Winwater Works:				5,398.50
Mead Lumber Company				
13251363	03/19/2026	1)1x2-12" Stake 25/bdl@14.45	WATER FUND	14.45
13251363	03/19/2026	8)2x4-8 SPF Appearance Grad#2@4.40	WATER FUND	35.20
13251363	03/19/2026	Sales Tax	WATER FUND	3.72
13252857	03/19/2026	UPS Shipping-Badger Meter Repair	WATER FUND	16.82
13265857	03/23/2026	2)Quick Change 7/16" LGE Thread Arbor@26.39	ELECTRIC FUND	52.78
13265857	03/23/2026	1)3pk 10TPI Bank Saw Blade @23.03	ELECTRIC FUND	23.03
13265857	03/23/2026	Sales Tax	ELECTRIC FUND	5.69
13285775	03/27/2026	2)T30 2" Torx Power Bit @4.12	ELECTRIC FUND	8.24
13285775	03/27/2026	1)PP Box Struct Lag 5/16x2-1/2@23.03	ELECTRIC FUND	23.03
13285775	03/27/2026	Sales Tax	ELECTRIC FUND	2.35
13299734	03/31/2026	6)2x4-8 SPF Grade #2@4.54	ELECTRIC FUND	27.24
13299734	03/31/2026	Sales Tax	ELECTRIC FUND	2.04
Total Mead Lumber Company:				214.59
Municipal Supply, Inc. of Omaha				
0969862-IN	03/19/2026	50)PLASTIC LID FOR METER PIT IRON FRAME WA3LPR STYLE	WATER FUND	2,247.29
Total Municipal Supply, Inc. of Omaha:				2,247.29

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
NE Department of Revenue				
393274-FEB26	02/28/2026	Use Tax - AP - State	ELECTRIC FUND	205.13
393274-FEB26	02/28/2026	Sales Tax - Util - State	ELECTRIC FUND	83,731.99
393274-FEB26	02/28/2026	Use Tax - AP - City	ELECTRIC FUND	74.60
393274-FEB26	02/28/2026	Sales Tax - Util - City	ELECTRIC FUND	29,170.91
393274-FEB26	02/28/2026	Sales Tax - Coll Fee Credit	ELECTRIC FUND	75.00-
393274-FEB26	02/28/2026	Use Tax - AP - State	WATER FUND	138.59
393274-FEB26	02/28/2026	Use Tax - AP - City	WATER FUND	58.10-
Total NE Department of Revenue:				113,188.12
NE DEPT WATER ENERGY AND ENVIRONMENT				
2025 CHEM FEED FINAL	03/25/2026	2025 Chemical Ceed Improv Review Fee Final - JEO No. 251912.00	WATER FUND	156.89
Total NE DEPT WATER ENERGY AND ENVIRONMENT:				156.89
Nebraska Public Health Environmental Lab				
601366	03/17/2026	2)Coliform by Colilert Quantitray@17.00Quantitray (S Res)	WATER FUND	34.00
601366	03/17/2026	2)Coliform by Colilert Quantitray@17.00	WATER FUND	34.00
601366	03/17/2026	Routine Sampling	WATER FUND	218.80
Total Nebraska Public Health Environmental Lab:				286.80
NEXTERA ENERGY RESOURCES				
1010851	03/03/2026	SPP System Capacity - February 2026	ELECTRIC FUND	127,022.00
11960	03/09/2026	Cottonwood Wind/Energy Charge - February 2026	ELECTRIC FUND	91,097.32
Total NEXTERA ENERGY RESOURCES:				218,119.32
Olsson, Inc.				
000000571194	03/23/2026	Inspection of 2 underground water reservoirs @ 4th & Grant	WATER FUND	4,462.32
569954	02/25/2026	Professional Services 2023 023-03816-Water Distribution modeling	WATER FUND	1,330.00
570467	02/27/2026	WPC Grit Improvement Project	WPC	32,148.75
573113	03/31/2026	2025 Air Emissions Inventory Report (resolution 7718)	WPC	482.40
Total Olsson, Inc.:				38,423.47
One Call Concepts, Inc.				
6030131	03/31/2026	Street-locate fees	ELECTRIC FUND	47.59
6030131	03/31/2026	Elec-locate fees	ELECTRIC FUND	47.61
6030131	03/31/2026	Water-locate fees	WATER FUND	47.61
6030131	03/31/2026	WPC-locate fees	WPC	47.61
Total One Call Concepts, Inc.:				190.42
O'Reilly Automotive, Inc.				
0749-139419	03/17/2026	1)Floor Mats @29.99	WATER FUND	29.99
0749-139419	03/17/2026	Sales Tax	WATER FUND	2.25
0749-139427	03/17/2026	1)Cleaner@34.72	ELECTRIC FUND	34.72
0749-139427	03/17/2026	1)Scraper@13.99	ELECTRIC FUND	13.99
0749-139427	03/17/2026	Sales Tax	ELECTRIC FUND	3.65
0749-139452	03/17/2026	1)Activator@74.85	ELECTRIC FUND	74.85
0749-139452	03/17/2026	1)Battery@32.14	ELECTRIC FUND	32.14
0749-139452	03/17/2026	Core Charge	ELECTRIC FUND	22.00
0749-139452	03/17/2026	Sales Tax	ELECTRIC FUND	9.67
0749-139465	03/17/2026	Core Return (invoice 749-139452)	ELECTRIC FUND	22.00-
0749-139465	03/17/2026	Sales Tax	ELECTRIC FUND	1.65-

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
0749-139468	03/17/2026	1)HD Air Filtr@39.44	ELECTRIC FUND	39.44
0749-139468	03/17/2026	1)Fuel Filter@99.79	ELECTRIC FUND	99.79
0749-139468	03/17/2026	1)OIL FILTER @25.62	ELECTRIC FUND	25.62
0749-139468	03/17/2026	Sales Tax	ELECTRIC FUND	12.36
0749-142496	03/30/2026	1)RCVR Bushing @27.99	ELECTRIC FUND	27.99
0749-142496	03/30/2026	Sales Tax	ELECTRIC FUND	2.10
0749-142920	03/31/2026	2)Wiper Blade@27.46	ELECTRIC FUND	54.92
0749-142920	03/31/2026	Sales Tax	ELECTRIC FUND	4.12
OSOO133715	01/15/2026	Over Payment	WATER FUND	.09-
Total O'Reilly Automotive, Inc.:				465.86
Philippi Electric Inc				
6866	03/13/2026	Rem/Install new Meter	ELECTRIC FUND	870.24
6907	03/27/2026	Repair Meter Trouble 430 E Hickory	ELECTRIC FUND	715.60
Total Philippi Electric Inc:				1,585.84
Pinnacle Bank				
FEB26	03/02/2026	Internet Banking Fees Feb 2026	ELECTRIC FUND	41.40
Total Pinnacle Bank:				41.40
Polydyne, Inc.				
2009908	03/11/2026	4)Clarifloc 450lb Drum @ 1.73/lb	WPC	3,114.00
Total Polydyne, Inc.:				3,114.00
Roehr's Machinery, Inc.				
IV93017	03/31/2026	1)Hyd Fitting@18.58	WATER FUND	18.58
IV93017	03/31/2026	1)8G-10MFFOR @19.12	WATER FUND	19.12
IV93017	03/31/2026	4)ft 1/2" Hyd Hose @8.28	WATER FUND	33.12
IV93017	03/31/2026	Sales tax	WATER FUND	5.31
Total Roehr's Machinery, Inc.:				76.13
Sack Lumber Company				
2603-157431	03/23/2026	2)12"white bracket @13.99	WATER FUND	27.98
2603-157431	03/23/2026	Sales Tax	WATER FUND	2.10
Total Sack Lumber Company:				30.08
Sapp Bros. Petroleum, Inc.				
IN4988920	03/25/2026	1000)DIESEL #2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL F	ELECTRIC FUND	2,708.00
IN4988920	03/25/2026	1499.40)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2026	ELECTRIC FUND	3,920.93
Total Sapp Bros. Petroleum, Inc.:				6,628.93
Schusters Outdoor & RV, Inc.				
32427	03/26/2026	1)FILTER, AIR @27.41	WPC	27.41
32427	03/26/2026	1)FILTER, AIR,SAFETY@37.04	WPC	37.04
32427	03/26/2026	2)FILTER-HYDRO@57.99	WPC	115.98
32427	03/26/2026	1)OIL-HYD GALLON@56.99	WPC	56.99
32427	03/26/2026	1)SWITCH, PTO 10A@54.98	WPC	54.98
32427	03/26/2026	1)ELEMENT, AIR PRIMARY@22.95	WPC	22.95
32427	03/26/2026	1)ELEMENT, AIR FILTER @24.95	WPC	24.95
32441	03/30/2026	1)Breather@24.99	WPC	24.99

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
32441	03/30/2026	1)Pulley-Idler@158.49	WPC	158.49
Total Schusters Outdoor & RV, Inc.:				523.78
Springfield Electric Supply Company LLC				
S011603750.002	01/26/2026	1)Ber/QMK Stat 120V-277V SPST 22A@35.99	WATER FUND	35.99
S011603750.002	01/26/2026	Sales Tax	WATER FUND	2.70
S011643182.001	02/19/2026	4)LEDrv180UNV1250DIMAUX12P6NFC/75855@97.73-returned (S011621	ELECTRIC FUND	390.92-
S011643182.001	02/19/2026	Sales Tax	ELECTRIC FUND	29.32-
S011651661.001	02/26/2026	10)Supter PVC Coupling2"@1.159	ELECTRIC FUND	11.60
S011651661.001	02/26/2026	Sales Tax	ELECTRIC FUND	.87
S011651661.002	02/26/2026	10)Supter PVC Coupling2"@1.159	ELECTRIC FUND	11.60
S011651661.002	02/26/2026	Sales Tax	ELECTRIC FUND	.87
S011778801.001	03/13/2026	1)Duct Seal In1lb Package@12.25	ELECTRIC FUND	12.25
S011778801.001	03/13/2026	Sales Tax	ELECTRIC FUND	.92
S011780140.001	03/16/2026	2)Berk M601W SP Line Volt Therm @35.98 (thermostats water shop)	WATER FUND	71.96
S011780140.001	03/16/2026	Sales Tax	WATER FUND	5.40
S011819814.001	03/27/2026	1bx)2-1/2" Pipe Strap, Two Hole@2.53	ELECTRIC FUND	63.46
S011819814.001	03/27/2026	60)2-1/2" x 10ft pvc sch 40 conduit@2.1453	ELECTRIC FUND	128.72
S011819814.001	03/27/2026	30)2-1/2" x10ft pvc sch 80 conduit @3.32	ELECTRIC FUND	99.60
S011819814.001	03/27/2026	Sales Tax	ELECTRIC FUND	21.88
S011821055.001	03/27/2026	1)2-1/2PVC Coupling @2.04	ELECTRIC FUND	2.04
S011821055.001	03/27/2026	Sales Tax	ELECTRIC FUND	.15
S011824114.001	03/30/2026	1)Brid 1253 1" Service Entrance Cap @7.20	ELECTRIC FUND	7.20
S011824114.001	03/30/2026	Sales Tax	ELECTRIC FUND	.54
S011825331.001	03/30/2026	4)Siem ECQF3 Filler Plate @2.66	ELECTRIC FUND	10.64
S011825331.001	03/30/2026	Sales Tax	ELECTRIC FUND	.80
S011825559.001	03/30/2026	1)Siem ECQF3 Filler Plate @2.66	ELECTRIC FUND	2.66
S011825559.001	03/30/2026	Sales Tax	ELECTRIC FUND	.20
S011828815.001	03/31/2026	50)lpex 1" PVC Coupling @.47880	ELECTRIC FUND	23.94
S011828815.001	03/31/2026	13)lpex 1" 90D Std Elbow@2.6335	ELECTRIC FUND	34.24
S011828815.001	03/31/2026	800)1"x 10ft PVC Sch 40 Conduit@.65720	ELECTRIC FUND	525.76
S011828815.001	03/31/2026	Sales Tax	ELECTRIC FUND	43.80
Total Springfield Electric Supply Company LLC:				699.55
Sunbelt Solomon Services, LLC				
418963	03/18/2026	VOLTAGE REGULATOR REPAIR AS PER VALUATION REPORT IC# 1251	ELECTRIC FUND	8,689.00
418963	03/18/2026	Sales Tax	ELECTRIC FUND	651.68
418964	03/18/2026	VOLTAGE REGULATOR REPAIR AS PER VALUATION REPORT IC# 1251	ELECTRIC FUND	9,964.00
418964	03/18/2026	Sales Tax	ELECTRIC FUND	747.30
419034	03/18/2026	INSTALLING TWO CT'S ON RECLOSER	ELECTRIC FUND	2,621.20
419034	03/18/2026	Sales Tax	ELECTRIC FUND	196.59
419227	03/25/2026	1)VOLTAGE REGULATOR REPAIR AS PER VALUATION REPORT IC# 12	ELECTRIC FUND	10,469.43
Total Sunbelt Solomon Services, LLC:				33,339.20
The Green Tree LLC				
11687	03/30/2026	Tree Trimming 120 hrs/wk of 3/23/26	ELECTRIC FUND	27,000.00
Total The Green Tree LLC:				27,000.00
Total Tool Supply, Inc.				
.07563811	03/12/2026	1)M18 Fuel 7/16in Hex Impact Wrench Kit one-key@659.00	ELECTRIC FUND	659.00
07563811	03/12/2026	Sales Tax	ELECTRIC FUND	47.78

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
Total Tool Supply, Inc.:				706.78
Tractor Supply Company				
477464	03/19/2026	3)FG-FRG CV SLP HK@19.99	ELECTRIC FUND	59.97
477464	03/19/2026	1)FG-GR70 CVSLP HK @28.99	ELECTRIC FUND	28.99
477464	03/19/2026	10)Wire Rope SS 1/4@4.99	ELECTRIC FUND	49.90
477464	03/19/2026	Sales Tax	ELECTRIC FUND	10.41
478204	03/26/2026	2)2.5gal Vegetation killer@129.99	WPC	259.98
478584	03/30/2026	1)Farmworks In/Out Insect Concentrate @59.99	WPC	59.99
478584	03/30/2026	1)Sprayer 2gal 2pk @49.99	WPC	49.99
478584	03/30/2026	1)Hi Vis Meshback cap yellow @9.99	WPC	9.99
760997	03/17/2026	1)Valspar Woven Roller@12.99	ELECTRIC FUND	12.99
760997	03/17/2026	1)Paint Brush 4pk@14.99	ELECTRIC FUND	14.99
760997	03/17/2026	Sales Tax	ELECTRIC FUND	2.09
761669	03/25/2026	1.85)G8 Bulk @7.29	WATER FUND	13.49
761669	03/25/2026	Sales Tax	WATER FUND	1.01
761771	03/26/2026	1)JS 25ft Recoil Hose @14.99	ELECTRIC FUND	14.99
761771	03/26/2026	Sales Tax	ELECTRIC FUND	1.12
Total Tractor Supply Company:				589.90
Trauernicht Tree Service				
TREE-3-19-26	03/19/2026	Remove Trees 1515 N 15th	ELECTRIC FUND	2,500.00
Total Trauernicht Tree Service:				2,500.00
Tyndale Company, Inc.				
4347106	03/13/2026	1)Drifire Lightweight SS tshirt@68.00/Freitag	ELECTRIC FUND	68.00
4347106	03/13/2026	2)Ariat M4 Relax Lowrise Bootcut Jean @132.00/Freitag	ELECTRIC FUND	264.00
4347106	03/13/2026	Embroidery	ELECTRIC FUND	3.00
4347106	03/13/2026	shipping	ELECTRIC FUND	14.95
4347106	03/13/2026	sales tax	ELECTRIC FUND	26.25
4360208	03/25/2026	1)Wrangler 20xboot Cut jean @81.00/Freitag	ELECTRIC FUND	81.00
4360208	03/25/2026	shipping	ELECTRIC FUND	9.95
4360208	03/25/2026	sales tax	ELECTRIC FUND	6.83
4363130	03/27/2026	4)Drifire Lightweight SS Tshirt @68.00/Freitag	ELECTRIC FUND	272.00
4363130	03/27/2026	Embroidery	ELECTRIC FUND	12.00
4363130	03/27/2026	shipping	ELECTRIC FUND	14.95
4363130	03/27/2026	sales tax	ELECTRIC FUND	22.42
4364409	03/28/2026	1)carhartt FR Canvas Org Loose Pant@105.00/Bletscher	ELECTRIC FUND	105.00
4364409	03/28/2026	shipping	ELECTRIC FUND	12.95
4364409	03/28/2026	sales tax	ELECTRIC FUND	8.85
Total Tyndale Company, Inc.:				922.15
Uline				
205301896	03/11/2026	State Sales/Use	ELECTRIC FUND	2.55-
205301896	03/11/2026	City Sales/Use	ELECTRIC FUND	.92-
205301896	03/11/2026	3)Maskout Paint-tab@9.95	ELECTRIC FUND	29.85
205301896	03/11/2026	Shipping	ELECTRIC FUND	16.43
205301896	03/11/2026	Use Tax	ELECTRIC FUND	3.47
Total Uline:				46.28
USA Bluebook				
INV00996293	03/19/2026	1)Mill Discharge Hose 2.5"x25'@75.49	WPC	75.49

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
INV00996293	03/19/2026	Shipping	WPC	22.26
Total USA Bluebook:				97.75
Ward Laboratories				
1520961	03/25/2026	14)Water Samples Nitrate-Batch	WATER FUND	115.50
Total Ward Laboratories:				115.50
Wesco Distributing, Inc.				
955211	03/27/2026	100)100WTC-0118 4/0 WRAPLOCK	ELECTRIC FUND	1,032.00
955211	03/27/2026	100)LUG, TRANSFORMER GROUND MPS BVC-207	ELECTRIC FUND	658.98
955211	03/27/2026	200)BOLT MACH GALV 5/8 X 12 MPS J8812	ELECTRIC FUND	440.75
955211	03/27/2026	100)BOLT MACH GALV 5/8 X 14 MPS J8814	ELECTRIC FUND	254.78
955211	03/27/2026	100)BOLT MACH GALV 5/8 X 16 MPS J8816	ELECTRIC FUND	513.85
955211	03/27/2026	50)NUT, EYE 5/8 INCH HPS 6502	ELECTRIC FUND	206.40
955211	03/27/2026	30)PINS POLE TOP MPS J740Z	ELECTRIC FUND	467.62
955211	03/27/2026	200)PIN CROSS ARM MPS J203Z	ELECTRIC FUND	1,283.55
955212	03/27/2026	5)7 FT EXT. FOR HELIX MPS D-6625-U EXTBAR D6	ELECTRIC FUND	645.00
955212	03/27/2026	20)TRIPLE EYE END FOR HELIX MPS D6606-US GUY ATTACH	ELECTRIC FUND	1,118.00
955212	03/27/2026	40)ARRESTOR LIGHTNING UG/OH 10 KV MPS ZHP010-0C00100	ELECTRIC FUND	2,343.50
959796	03/31/2026	30)TRANS. LUG 4-HOLE CMC NSSM350-41 BOXED	ELECTRIC FUND	314.44
Total Wesco Distributing, Inc.:				9,278.87
Western Area Power Administration				
BFPB000850226	03/11/2026	Power Bill/Feb 2026	ELECTRIC FUND	43,083.14
Total Western Area Power Administration:				43,083.14
Westlake Hardware, Inc.				
10359686	03/12/2026	1)Chisel Cold 3pc kit@17.99	WATER FUND	17.99
10359686	03/12/2026	1)Chisel Cold 4-7/8x1@6.29	WATER FUND	6.29
10359686	03/12/2026	1)Chisel Cold 5-5/8x3@7.19	WATER FUND	7.19
10359686	03/12/2026	Sales Tax	WATER FUND	2.36
10359690	03/12/2026	1)Nipple Galv 3/4x10@5.39	WATER FUND	5.39
10359690	03/12/2026	Sales Tax	WATER FUND	.40
10359697	03/13/2026	1)Ace Shvl Rndpt@24.29	WATER FUND	26.11
10359697	03/13/2026	1)Pipe PVC Sch40 2x10@19.79	WATER FUND	21.28
10359708	03/16/2026	1)Kilz orginal primer @32.39	ELECTRIC FUND	32.39
10359708	03/16/2026	Sales Tax	ELECTRIC FUND	2.43
10359712	03/16/2026	1)Tube Clean Brsh@13.49	WATER FUND	13.49
10359712	03/16/2026	Sales Tax	WATER FUND	1.01
10359722	03/17/2026	1)Pipe Vent Dryer@6.83	ELECTRIC FUND	6.83
10359722	03/17/2026	1)Dryer Vent Duct @16.19	ELECTRIC FUND	16.19
10359722	03/17/2026	1)Blk/Gld Drill Bit@14.39	ELECTRIC FUND	14.39
10359722	03/17/2026	2)Tube Strap@.89	ELECTRIC FUND	1.78
10359722	03/17/2026	1)Hole Saw Bulk @42.29	ELECTRIC FUND	42.29
10359722	03/17/2026	1)Repl Wash Hose@19.79	ELECTRIC FUND	19.79
10359722	03/17/2026	1)Caulk Lexel Clear@12.59	ELECTRIC FUND	12.59
10359722	03/17/2026	Sales Tax	ELECTRIC FUND	8.54
10359726	03/17/2026	1)Nipple Galv 3/4@2.69	WATER FUND	2.69
10359726	03/17/2026	1)Caps Glv@4.13	WATER FUND	4.13
10359726	03/17/2026	1)Elbw 45D Galv 3/4@4.49	WATER FUND	4.49
10359726	03/17/2026	1)Nipple Galv 3/4@2.33	WATER FUND	2.33
10359726	03/17/2026	2)Nipple Galv 3/4@1.79	WATER FUND	3.58
10359726	03/17/2026	1)90 dg elbow@4.13	WATER FUND	4.13

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10359726	03/17/2026	Sales Tax	WATER FUND	1.60
10359727	03/17/2026	1)Food SAFE Lid 5gal@6.29	WPC	6.29
10359727	03/17/2026	1)Food SAFE Bckt @8.09	WPC	8.09
10359741	03/18/2026	4)Clorox@5.94	WATER FUND	23.76
10359741	03/18/2026	1)Dck & Blich Spry Pmp @33.29	WATER FUND	33.29
10359741	03/18/2026	Sales Tax	WATER FUND	4.28
10359745	03/18/2026	1)Rake Bow Fiber 16T @21.99	WATER FUND	21.99
10359745	03/18/2026	Sales Tax	WATER FUND	1.65
10359748	03/18/2026	12)Keykrafter #95 Brass @4.49	WATER FUND	53.88
10359748	03/18/2026	Sales Tax	WATER FUND	4.04
10359760	03/20/2026	1)Gorilla Wood Glue 40@4.49	WATER FUND	4.49
10359760	03/20/2026	Sales Tax	WATER FUND	.34
10359787	03/23/2026	1)Hole Saw Carbide@28.79	ELECTRIC FUND	28.79
10359787	03/23/2026	1)Hole Saw Bulk @23.39	ELECTRIC FUND	23.39
10359787	03/23/2026	Sales Tax	ELECTRIC FUND	3.91
10359793	03/24/2026	2)CM Wrench Set @44.99	WPC	89.98
10359793	03/24/2026	1)Gorilla Superglue@8.09	WPC	8.09
10359793	03/24/2026	Instant Savings	WPC	1.00-
10359805	03/24/2026	4)Fine Point Marker @1.79	ELECTRIC FUND	7.16
10359805	03/24/2026	Sales Tax	ELECTRIC FUND	.54
10359809	03/25/2026	1)DW Mtl Cut Wheel @16.19	WATER FUND	16.19
10359809	03/25/2026	1)Mtl Cut whl@6.29	WATER FUND	6.29
10359809	03/25/2026	1)Flp Disc 40g@14.39	WATER FUND	14.39
10359809	03/25/2026	Sales Tax	WATER FUND	2.77
10359820	03/25/2026	5)Gorilla Caulk wht@11.69	WPC	58.45
10359829	03/26/2026	1)cd 1" Slit key rin@2.15	WATER FUND	2.15
10359829	03/26/2026	6)Keykrafter #68 brass @4.49	WATER FUND	26.94
10359829	03/26/2026	Sales Tax	WATER FUND	2.18
10359846	03/27/2026	2)ACE Leaf Rake @11.99	ELECTRIC FUND	23.98
10359846	03/27/2026	Sales Tax	ELECTRIC FUND	1.80
10359864	03/31/2026	1)Ace Better Brsh Ang@9.99	WATER FUND	9.99
10359864	03/31/2026	Sales Tax	WATER FUND	.75
Total Westlake Hardware, Inc.:				770.52
Wrightsmen Plbg, Heat and Cool, Inc.				
108284	03/18/2026	28)1/2" Cipper Pipe@4.80	ELECTRIC FUND	134.40
108284	03/18/2026	1)3/4" Sweat Valve@29.32	ELECTRIC FUND	29.32
108284	03/18/2026	2)3/4" male x 1/2" Female Sweat @9.14	ELECTRIC FUND	18.28
108284	03/18/2026	1)1" Sweat Valve@44.48	ELECTRIC FUND	44.48
108284	03/18/2026	1)1" male x 3/4" Female Sweat @23.50	ELECTRIC FUND	23.50
108284	03/18/2026	1)1/2" Street 90* Sweat @2.63	ELECTRIC FUND	2.63
108284	03/18/2026	5)1/2" 90* Sweat@1.75	ELECTRIC FUND	8.75
108284	03/18/2026	1)1/2" 45* Sweat @2.25	ELECTRIC FUND	2.25
108284	03/18/2026	2)1/2" Sweat Dog Ear@19.41	ELECTRIC FUND	38.82
108284	03/18/2026	2)1/2" Boiler Drain@15.87	ELECTRIC FUND	31.74
108284	03/18/2026	1)1/2" Sweat Coupler@1.31	ELECTRIC FUND	1.31
108284	03/18/2026	5)1/2" Talon@.33	ELECTRIC FUND	1.65
108284	03/18/2026	3)1-1/2" 4-Hook@1.95	ELECTRIC FUND	5.85
108284	03/18/2026	3)2" 4-Hooks@2.04	ELECTRIC FUND	6.12
108284	03/18/2026	10)2" DWV Pipe@2.00	ELECTRIC FUND	20.00
108284	03/18/2026	10)1-1/2" DWV Pipe@1.52	ELECTRIC FUND	15.20
108284	03/18/2026	1)4x2" WYE @17.24	ELECTRIC FUND	17.24
108284	03/18/2026	1)4" Fernco@12.58	ELECTRIC FUND	12.58
108284	03/18/2026	1)2" DWV 45*@3.14	ELECTRIC FUND	3.14
108284	03/18/2026	1)2" DWV ST 45*@3.20	ELECTRIC FUND	3.20
108284	03/18/2026	1)2" DWV 90*@5.56	ELECTRIC FUND	5.56

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
108284	03/18/2026	1)2" DWV Glue Trap @9.04	ELECTRIC FUND	9.04
108284	03/18/2026	1)2x1-1/2 x 2" DWV TEE@9.10	ELECTRIC FUND	9.10
108284	03/18/2026	1)1-1/2" DWV TEE @3.94	ELECTRIC FUND	3.94
108284	03/18/2026	3)1-1/2" DWV 90*@2.32	ELECTRIC FUND	6.96
108284	03/18/2026	Sales Tax	ELECTRIC FUND	34.13
Total Wrightsman Plbg, Heat and Cool, Inc.:				489.19
Grand Totals:				1,984,386.29

Dated: _____

Mayor: _____

City Council: _____



AGENDA ITEM

Subject: Pay Request #7 for the WPC Grit Improvement project,
as recommended by the Board of Public Works

For Agenda of: April 6, 2026

Exhibit(s):

Date Submitted: April 1, 2026

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on March 11, 2026, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #7 in the amount of \$398,693.11 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.

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

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

MOTION CARRIED.

CERTIFICATE OF PAYMENT NO. 7



Date of Issuance: March 25, 2026

Project: WPC Grit Improvements, Beatrice, Nebraska

Project No. 021-01277

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

DETAILED ESTIMATE

Description	Unit Prices	Extension
See Attached.		

PLEASE REMIT PAYMENT TO: Building Crafts, Inc.

Value of Work Completed: \$1,613,181.24

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

Value of completed work and materials stored..... \$1,613,181.24
 Less retained percentage (10%) \$ 161,318.12
 Net amount due including this estimate..... \$1,451,863.12
 Less: Estimates previously approved:

- No. 1 \$ 279,946.65
- No. 2 \$ 202,228.08
- No. 3 \$ 170,056.20
- No. 4 \$ 147,785.83
- No. 5 \$ 147,729.60
- No. 6 \$ 105,423.65

Total Previous Estimates \$ 1,053,170.01

NET AMOUNT DUE THIS ESTIMATE \$ 398,693.11

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

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

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

OLSSON
 By: Martin J. Rink

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: CITY OF BEATRICE	PROJECT: WPC GRIT IMPROVEMENTS	APPLICATION NO: 7
		PERIOD TO: February 28, 2026
FROM CONTRACTOR: BUILDING CRAFTS INC.	OWNER PROJECT OLSSON PROJECT #021-01277 BCI PROJECT # 2150	ENGINEER: OLSSON
		CONTRACT DATE: May 19, 2025

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	4,559,000.00
2. NET CHANGE BY CHANGE ORDERS.....	\$	(145,000.00)
3. CONTRACT SUM TO DATE (Line 1+/- 2).....	\$	4,414,000.00
4. TOTAL COMPLETED & STORED TO DATE.....	\$	1,613,181.24
5. RETAINAGE: 10%	\$	161,318.12
6. TOTAL EARNED LESS RETAINAGE.....	\$	1,451,863.12
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$	1,053,170.01
8. CURRENT PAYMENT DUE.....	\$	398,693.11
9. BALANCE TO FINISH, INCLUDING RETAINAGE.....	\$	2,962,136.88

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor in accordance with the terms and conditions of purchase orders and subcontract agreements for work for which previous Certificates for Payment were issued and payments received from the Owner and title to all materials and equipment incorporated in said work or otherwise listed in or covered by this application for progress payment will pass to the Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances except such as covered by a bond acceptable to the Owner, and that current payment shown herein is now due.

Building Crafts, Inc.

By: _____ Date: _____
Satya Malempati, Project Manager

ENGINEER'S APPROVAL FOR PAYMENT

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

OLSSON

By: _____ Date: _____

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

Approved By: _____

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

PROJECT: WPC GRIT IMPROVEMENTS, BEATRICE, NE		OWNER: CITY OF BEATRICE				APPLICATION NUMBER: 7		3/16/2026		
CONTRACTOR: BUILDING CRAFTS, INC.		OLSSON PROJECT: #021-01277				APPLICATION DATE:				
Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	\$ 46,081.00	Percenty Stored & Complete	Balance to Finish
WPC GRIT IMPROVEMENTS										
1		DIVISION 1 - General Conditions								
	1.a	Mobilization	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00	\$ 50,000.00	100%	\$ -
	1.b	Demobilization	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 50,000.00
	1.c	Management, Permits, and Utilities	\$ 279,600.00	\$ -	\$ 121,700.00	\$ 17,200.00	\$ 138,900.00	\$ 138,900.00	50%	\$ 140,700.00
	1.d	Submittals	\$ 50,000.00	\$ -	\$ 40,000.00	\$ 2,000.00	\$ 42,000.00	\$ 42,000.00	84%	\$ 8,000.00
	1.e	Allowance 1	\$ 24,067.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 24,067.00
	1.f	Allowance 2	\$ 248,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 248,800.00
	1.g	Bond, Insurance, & Misc	\$ 83,973.64	\$ -	\$ 50,234.00	\$ 5,000.00	\$ 55,234.00	\$ 55,234.00	66%	\$ 28,739.64
	1.h	Equipment Rental, Clean up, and Project Safety	\$ 150,000.00	\$ -	\$ 84,050.00	\$ 14,500.00	\$ 98,550.00	\$ 98,550.00	66%	\$ 51,450.00
2		DIVISION 2 - Demolition								
	2.a	Misc. Demolition	\$ 167,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 167,000.00
3		DIVISION 3 - Concrete								
	3.a	Reinforcement Bar	\$ 141,400.00	\$ 6,082.00	\$ 114,308.44	\$ 5,000.00	\$ 119,308.44	\$ 125,390.44	89%	\$ 16,009.56
	3.b	Concrete Curing	\$ 8,396.55	\$ 795.60	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,795.60	21%	\$ 6,600.95
	3.c	Bottom Slab Footings	\$ 23,000.00	\$ 390.00	\$ 20,400.00	\$ -	\$ 20,400.00	\$ 20,790.00	90%	\$ 2,210.00
	3.d	Strip Footings	\$ 26,941.36	\$ -	\$ 23,932.75	\$ -	\$ 23,932.75	\$ 23,932.75	89%	\$ 3,008.61
	3.e	Tall Walls First Lift	\$ 185,639.44	\$ -	\$ 153,138.98	\$ 8,500.00	\$ 161,638.98	\$ 161,638.98	87%	\$ 24,000.46
	3.f	Short Walls & Trough	\$ 13,748.19	\$ -	\$ 5,000.00	\$ -	\$ 5,000.00	\$ 5,000.00	36%	\$ 8,748.19
	3.g	Stab on Grade	\$ 14,403.05	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,403.05
	3.h	Columns	\$ 3,548.63	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,548.63
	3.i	Large & Small Structural Slab on Trough	\$ 8,900.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,900.00
	3.j	Grout Small and Large areas	\$ 60,616.64	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 60,616.64
	3.k	Equipment Pads, Pipe Supports, and Misc Concrete	\$ 13,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 13,800.00
	3.l	Precast Embeds	\$ 8,744.00	\$ -	\$ 7,900.00	\$ -	\$ 7,900.00	\$ 7,900.00	90%	\$ 844.00
	3.m	Precast Structural Concrete and Grouting	\$ 281,540.00	\$ -	\$ 14,500.00	\$ 225,000.00	\$ 239,500.00	\$ 239,500.00	85%	\$ 42,040.00
	3.n									
4		DIVISION 5 - Metals								
	4.a	Misc Metals - Materials	\$ 163,080.00	\$ 7,706.00	\$ -	\$ -	\$ -	\$ 7,706.00	5%	\$ 155,374.00
	4.b	Misc Metals - Labor	\$ 40,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,600.00
5		DIVISION 7 - Waterproofing, Roofing, and Insulation								
	5.a	Waterproofing & Misc	\$ 14,856.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 14,856.00
	5.b	EPDM Roofing and Thermal Insulation	\$ 58,308.50	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,308.50
	5.c	Joint Sealants	\$ 7,526.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 7,526.00
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -
6		DIVISION 8 - Openings								
	6.a	Overhead Door	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,800.00
	6.b	Aluminum Doors and Windows	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,700.00
7		DIVISION 9 - Painting and Coatings								
	1.7a	Paintings	\$ 58,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,250.00
8		DIVISION 10 - Specialities								
	8.a	Signage and Fire Extinguishers	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
9		DIVISION 14 - Conveying Equipment								
	9.a	Traveling Bridge Crane	\$ 21,387.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,387.00
10		DIVISION 22 - Plumbing								
	10.a	Plumbing Hangers, Supports, and Identification	\$ 27,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,700.00
	10.b	Plumbing Piping NPW, Drains, and Specialities	\$ 41,000.00	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	18%	\$ 33,500.00
	10.c									
11		DIVISION 23 - HVAC								
	11.a	Ductwork & Accessories	\$ 16,540.00	\$ 2,974.40	\$ -	\$ -	\$ -	\$ 2,974.40	18%	\$ 13,565.60

Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	\$ 46,081.00	Percenty Stored & Complete	Balance to Finish
	11.b	Testing and Balancing HVAC	\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 2,500.00
	11.c	Unit Heaters and Louvers	\$ 8,100.00	\$ 6,483.10	\$ -	\$ -	\$ -	\$ 6,483.10	80%	\$ 1,616.90
12		DIVISION 26 - Electrical								
	12.a	Power Cables, Conductors, Raceways, and Grounding - Materials	\$ 110,300.00	\$ 14,167.54	\$ 19,200.00	\$ 7,500.00	\$ 26,700.00	\$ 40,867.54	37%	\$ 69,432.46
	12.b	Power Cables, Conductors, Raceways, and Grounding - Labor	\$ 44,700.00	\$ -	\$ 25,000.00	\$ -	\$ 25,000.00	\$ 25,000.00	56%	\$ 19,700.00
	12.c	Transformer, Panelboards, Switches, and other Misc - Materials	\$ 90,345.00	\$ 39,726.00	\$ 5,801.54	\$ -	\$ 5,801.54	\$ 45,527.54	50%	\$ 44,817.46
	12.d	Transformer, Panelboards, Switches, and other Misc - Labor	\$ 40,600.00	\$ -	\$ 15,256.57	\$ 6,750.00	\$ 22,006.57	\$ 22,006.57	54%	\$ 18,593.43
	12.e	Fiber, Communications, Control System Equipment Panels and Racks - Materials	\$ 77,705.00	\$ 24,270.88	\$ -	\$ -	\$ -	\$ 24,270.88	31%	\$ 53,434.12
	12.f	Fiber, Communications, Control System Equipment Panels and Racks - Labor	\$ 44,130.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,130.00
13		DIVISION 31 - Earthwork								
	13.a	Excavation, Backfill, Compaction, and Grading - Materials	\$ 78,000.00	\$ 370.00	\$ 7,327.86	\$ -	\$ 7,327.86	\$ 7,697.86	10%	\$ 70,302.14
	13.b	Excavation, Backfill, Compaction, and Grading - Labor	\$ 149,000.00	\$ -	\$ 35,000.00	\$ 5,800.00	\$ 40,800.00	\$ 40,800.00	27%	\$ 108,200.00
14		DIVISION 32 - Site Work								
	14.a	Paving & Side Walks	\$ 134,031.14	\$ -	\$ -	\$ 14,200.00	\$ 14,200.00	\$ 14,200.00	11%	\$ 119,831.14
	14.b	Chain-link Fence	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,300.00
	14.c	Turf and Grasses	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,500.00
15		DIVISION 40 - Process								
	15.a	Underground Piping - Materials	\$ 179,273.50	\$ 98,205.60	\$ 26,286.14	\$ -	\$ 26,286.14	\$ 124,491.74	69%	\$ 54,781.76
	15.b	Underground Piping Installation - Labor	\$ 365,400.87	\$ -	\$ 130,043.88	\$ -	\$ 130,043.88	\$ 130,043.88	36%	\$ 235,356.99
	15.c	Bypass Pumping	\$ 96,008.00	\$ -	\$ 21,300.00	\$ -	\$ 21,300.00	\$ 21,300.00	22%	\$ 74,708.00
	15.d	Interior Piping, Valves, and Labeling - Materials	\$ 100,500.00	\$ 46,880.96	\$ 1,385.00	\$ -	\$ 1,385.00	\$ 48,265.96	48%	\$ 52,234.04
	15.e	Interior Piping, Valves, and Labeling - Labor	\$ 80,004.72	\$ -	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,000.00	2%	\$ 78,004.72
	15.f	Hangers and Pipe Supports - Materials	\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 12,000.00
	15.g	Hangers and Pipe Supports - Labor	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 8,000.00
	15.h	Slide Gates - Materials	\$ 65,426.00	\$ 50,500.00	\$ -	\$ -	\$ -	\$ 50,500.00	77%	\$ 14,926.00
	15.i	Slide Gates - Labor	\$ 21,283.41	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,283.41
16		DIVISION 43 & 46 - Process Equipmentt								
	16.a	Centrifugal Pumps - Materials	\$ 65,126.36	\$ 20,914.00	\$ -	\$ -	\$ -	\$ 20,914.00	32%	\$ 44,212.36
	16.b	Centrifugal Pumps - Labor	\$ 23,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 23,000.00
	16.c	Vortex Grit Equipment Installation & Startup	\$ 32,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,400.00
	16.d	Grit Washing Equipment - Materials	\$ 222,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 222,800.00
	16.f	Grit Washing Equipment - Labor	\$ 27,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 27,500.00
	16.g									
TOTALS			\$ 4,559,000.00	\$ 319,466.08	\$ 974,765.16	\$ 318,950.00	\$ 1,293,715.16	\$ 1,613,181.24	35%	\$ 2,945,818.76
Additional Work										
1		Change Order 1	\$ (145,000.00)	\$ -	\$ -	\$ -	\$ (145,000.00)	\$ (145,000.00)	100%	\$ -
Total Sum to Date			\$ 4,414,000.00	\$ 319,466.08	\$ 974,765.16	\$ 318,950.00	\$ 1,148,715.16	\$ 1,468,181.24	33%	\$ 2,945,818.76

Stored Material Summary

Contractor's Application

A		B	C	D		E		F		G
Invoice No.		Shop Drawing Transmittal No.	Materials Description	Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)	Materials Remaining in Storage (\$) (E - F)
112481 01	33 14 16		Underground Piping	8/11/2025	\$ 83,478.97	\$ -	\$ 83,478.97	9/30/2025	\$ 21,399.91	\$ 62,079.06
112481 02	33 14 16		Underground Piping	8/20/2025	\$ 29,211.84	\$ -	\$ 29,211.84		\$ -	\$ 29,211.84
112481 03	33 14 16		Underground Piping	9/10/2025	\$ 798.99	\$ -	\$ 798.99	9/30/2025	\$ 798.99	\$ -
114342 01	33 14 16		Underground Piping	9/10/2025	\$ 454.51	\$ -	\$ 454.51	9/30/2025	\$ 454.51	\$ -
114630 01	33 14 16		Underground Piping	9/18/2025	\$ 248.59	\$ -	\$ 248.59	9/30/2025	\$ 248.59	\$ -
S0111147504.001	26 00 00		Electrical Conduits and Accessories	7/1/2025	\$ 12,895.00	\$ -	\$ 12,895.00	10/20/2025	\$ 4,035.00	\$ 8,860.00
124588	26 00 00		Electrical Gear and Fixtures	9/19/2025	\$ 14,920.35	\$ -	\$ 14,920.35		\$ -	\$ 14,920.35
6807-01	03 00 00		Reinforcement Bar	9/29/2025	\$ 16,040.00	\$ -	\$ 16,040.00	11/18/2025	\$ 16,040.00	\$ -
50033288268	03 00 00		Wall Ties	9/9/2025	\$ 1,567.75	\$ -	\$ 1,567.75		\$ 1,567.75	\$ -
50033314603	03 00 00		Wall Ties	9/10/2025	\$ 1,777.69	\$ -	\$ 1,777.69		\$ 1,400.69	\$ 377.00
50033541845	03 00 00		Waterstop	9/24/2025	\$ 1,224.00	\$ -	\$ 1,224.00		\$ 1,224.00	\$ -
91971	31 00 00		Pipe Bedding	9/3/2025	\$ 2,801.03	\$ -	\$ 2,801.03	9/30/2025	\$ 2,801.03	\$ -
91832	31 00 00		Pipe Bedding	8/27/2025	\$ 2,765.63	\$ -	\$ 2,765.63	9/30/2025	\$ 2,765.63	\$ -
1B 51623	33 14 16		Foundation Rock for Pipe Bedding	9/23/2025	\$ 770.00	\$ -	\$ 770.00	9/30/2025	\$ 400.00	\$ 370.00
740343	31 23 23.23		Flowable Fill	9/23/2025	\$ 172.50	\$ -	\$ 172.50	9/30/2025	\$ 172.50	\$ -
739845	31 23 23.23		Flowable Fill	9/17/2025	\$ 345.00	\$ -	\$ 345.00	9/30/2025	\$ 345.00	\$ -
112481 04	33 14 16		Underground Piping	9/22/2025	\$ 6,914.70	\$ -	\$ 6,914.70		\$ -	\$ 6,914.70
B1 741400	03 00 00		Pipe Encasement in Footings	10/2/2025	\$ 1,911.00	\$ -	\$ 1,911.00	10/2/2025	\$ 1,911.00	\$ -
115048	33 14 16		Gate Valve Accessories	10/3/2025	\$ 656.95	\$ -	\$ 656.95	10/8/2025	\$ 656.95	\$ -
250403AP4-1	33 14 19		Gate Valve & Check Valve	10/6/2025	\$ 5,522.99	\$ -	\$ 5,522.99	10/8/2025	\$ 2,727.19	\$ 2,795.80
93006	33 14 16		Foundation Rock for Pipe Bedding	10/8/2025	\$ 843.70	\$ -	\$ 843.70	10/8/2025	\$ 843.70	\$ -
50033781505	03 00 00		Slab Bolsters	10/10/2025	\$ 990.00	\$ -	\$ 990.00	10/22/2025	\$ 600.00	\$ 390.00
50033802875	03 00 00		Dobies	10/13/2025	\$ 109.50	\$ -	\$ 109.50	10/21/2025	\$ 109.50	\$ -
124718	26 00 00		PVC Conduits and Panel Boards	10/20/2025	\$ 5,929.30	\$ -	\$ 5,929.30	10/20/2025	\$ 965.00	\$ 4,964.30
B1 743117	03 00 00		Concrete	10/23/2025	\$ 8,432.75	\$ -	\$ 8,432.75	10/23/2025	\$ 8,432.75	\$ -
250403AP4-2	40 05 65.23		Swing Check Valve	10/30/2025	\$ 725.41	\$ -	\$ 725.41		\$ -	\$ 725.41
6807.2	03 20 00		Reinforcement Bar	10/30/2025	\$ 18,315.00	\$ -	\$ 18,315.00	1/27/2026	\$ 18,315.00	\$ -
B1 743997	03 00 00		Concrete For Footings	11/4/2025	\$ 8,717.00	\$ -	\$ 8,717.00	11/4/2025	\$ 8,717.00	\$ -
B1 744942	03 00 00		Concrete for Wall1	11/13/2025	\$ 1,231.75	\$ -	\$ 1,231.75	11/13/2025	\$ 1,231.75	\$ -
B1 745461	03 00 00		Concrete for Wall2	11/19/2025	\$ 1,184.38	\$ -	\$ 1,184.38	11/19/2025	\$ 1,184.38	\$ -
B1 745917	03 00 00		Concrete for Wall3	11/24/2025	\$ 4,074.25	\$ -	\$ 4,074.25	11/24/2025	\$ 4,074.25	\$ -
32321	05 00 00		Door Jamb and Grating Embeds	11/19/2025	\$ 7,706.00	\$ -	\$ 7,706.00		\$ -	\$ 7,706.00
50034350586	03 00 00		Concrete Cure	11/18/2025	\$ 895.60	\$ -	\$ 895.60	11/18/2025	\$ 100.00	\$ 795.60
48482	23 00 00		EF-1 Fan	12/1/2025	\$ 1,925.30	\$ -	\$ 1,925.30		\$ -	\$ 1,925.30
48418	23 00 00		Electrical Unit Heaters	12/1/2025	\$ 4,557.80	\$ -	\$ 4,557.80		\$ -	\$ 4,557.80
48646	23 00 00		Louver and Damper	12/1/2025	\$ 2,974.40	\$ -	\$ 2,974.40		\$ -	\$ 2,974.40

WPC GRIT IMPROVEMENTS

Schedule of Values
Page 5 of 5

Building Crafts, Inc.
3/16/2026

B1 746405	03 00 00	Concrete	12/8/2025	\$ 1,179.00	\$ -	\$ 1,179.00	12/8/2025	\$ 1,179.00	\$ -
B1 747324	03 00 00	Concrete	12/22/2025	\$ 4,126.50	\$ -	\$ 4,126.50	12/22/2025	\$ 4,126.50	\$ -
124938	26 00 00	Gear and other accessories	12/17/2025	\$ 13,910.43	\$ -	\$ 13,910.43	12/17/2025	\$ 1,301.54	\$ 12,608.89
47244B44510	43 00 00	Grundfos ERW Pump	11/1/2025	\$ 20,914.00	\$ -	\$ 20,914.00		\$ -	\$ 20,914.00
6807-04	03 20 00	Reinforcement Bar	12/26/2025	\$ 2,300.00	\$ -	\$ 2,300.00	1/27/2026	\$ 2,300.00	\$ -
104756	40 05 00	Flexible Expansion Joint	1/23/2026	\$ 333.29	\$ -	\$ 333.29		\$ -	\$ 333.29
117125 01	40 05 00	Wall Collar Pipe in the Splitter Box	1/8/2026	\$ 1,385.00	\$ -	\$ 1,385.00	1/15/2026	\$ 1,385.00	\$ -
13333	03 00 00	Concrete	1/12/2026	\$ 3,119.10	\$ -	\$ 3,119.10		\$ 3,119.10	\$ -
14827	40 05 00	Stainless Steel Piping	2/10/2026	\$ -	\$ 18,800.00	\$ 18,800.00		\$ -	\$ 18,800.00
13360	26 00 00	Electrical Controls Equipment/HOA	2/10/2026	\$ -	\$ 36,810.88	\$ 36,810.88		\$ -	\$ 36,810.88
6807-05	03 20 00	Reinforcement Bar	1/29/2026	\$ -	\$ 5,705.00	\$ 5,705.00		\$ -	\$ 5,705.00
250403AP4-3	40 05 00	Plug Valves	2/27/2026	\$ -	\$ 24,226.46	\$ 24,226.46		\$ -	\$ 24,226.46
23736	40 05 00	Slide Gates	2/24/2026	\$ -	\$ 50,500.00	\$ 50,500.00		\$ -	\$ 50,500.00
				\$ -	\$ -	\$ -		\$ -	\$ -
		Totals		\$ 300,356.95	\$ 136,042.34	\$ 436,399.29		\$ 116,933.21	\$ 319,466.08



CONTRACT INVOICE

Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

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

Job: 3542 WPC GRIT IMPROVEMENTS
 S 13TH & BEAVER AVE
 BEATRICE NE 68310

Page 1	
Account Number	13333
Invoice Date	02/23/26
Invoice Amount	207,026.00
Invoice Number	EI 6397
Amount Paid	

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

Invoice Terms: Net 30

354225CON

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

Invoice No.: EI 6397		Invoice Date: 02/23/26		PO No.:		Order:		Ship#:	
Line	Item Description	Quantity	Unit Price	Misc.	Extension				
1	354225CON WPC GRIT IMPROVEMENTS				207,026.00				
					Sub Total		207,026.00		
					Sales Tax		0.00		
					Total Amount		207,026.00		

Account: 13333 BUILDING CRAFTS INC
 Job: 3542 WPC GRIT IMPROVEMENTS
 Tax Code: CINT Nebraska Tax Exempt

Returns: No returns w/o invoice. No returns on unusable material, seconds, architectural, decorative, all special order materials, and fractional units. All returnable materials subject to 50% restocking charge. No returns accepted after 30 days from date of purchase.

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



Concrete Industries, Inc.
 6300 Cornhusker Hwy, Lincoln, NE 68529-0529
 Phone: (402) 434-1800 Fax: (402) 434-1899
 www.ConcreteIndustries.com

Invoice - Customer Copy



2301 Hickory Street
Omaha, NE 68108 USA

Invoice

Invoice: 6807-05 01/29/26
Salesperson: Noor Al Nuaimi
Customer: 30077
Job: 6807
Customer Job: 2150-P01
Purchase Order: 2150-P01
Shipping Method: DWS
FOB: JOBSITE
Terms: Net 30

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

Jeff Soe
(712) 623-4032

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

Casey
308-379-3423

Original Job Value	43,300.00	
Change Orders Total (Approved)	0.00	
Revised Job Value	43,300.00	
Previously Invoiced	37,595.00	
This Invoice		5,705.00

This Billing covers the following Shipping Tickets:

ST-2513 01/22/26
ST-2554 01/26/26
ST-2567 01/27/26

Subtotal	\$5,705.00
Freight	0.00
Sales Tax	0.00
Payment/Credit Amount	0.00
Balance Due	\$5,705.00



Golden Harvest
Water Control Products

INVOICE

Invoice No.	Date
023736	2/24/2026
Refer to Invoice Number When Remitting	

Sold To
Building Crafts Inc.
2 Rosewood Drive
Wilders, KY 41076

Ship To
Building Crafts Inc
WPC Grit Improvements
1300 Beaver Ave.
Beatrice, NE 68310-5307
USA

ATTN: Kaitlin Brann

ATTN: Casey Sikes

Sales Order	Cust No	Customer PO	Order Date	Tax	Mark Shipment	Terms
0011083-0000	000233	2150-P05	4/10/2025	E	Casey Sikes	NET 30
Ship Date			Shipped Via		FOB Point	
2/24/2026					DEST-ALLOWED	

Item	T	Quantity			Part Number/Revision	Description	Unit Price \$	Amount \$
		Order	BO	Ship				
001	S	1		1	2504002-01	A/P Contact: Melissa Lewis mlewis@buildingcrafts.com 712-623-4032 GH-44 Slide Gate (SS) Cust Part 400-SG-001 LOCATION: Grit Channel Size: 15 x 48 Seating Head: 4.0' Unseating Head: 1.0'	7,575.0000	7,575.00
002	S	1		1	2504002-02	GH-44 Slide Gate (SS) Cust Part 400-SG-002 LOCATION: Grit Diverson Size: 16 x 45 Seating Head: 4.0' Unseating Head: 4.0'	8,585.0000	8,585.00
003	S	1		1	2504002-03	GH-46 Slide Gate (SS) Cust Part 400-SG-003 LOCATION: Grit Splitter Box Size: 24 x 24 Seating Head: 11.0' Unseating Head: 11.0'	12,120.0000	12,120.00
004	S	2		2	2504002-04	GH-66 Weir Gate (SS) Cust Part 400-WG-001, 002 LOCATION: PC1, PC2 Size: 48 x 48 Seating Head: 4.0' Unseating Head: 4.0'	11,110.0000	22,220.00
Total \$								50,500.00

Passage of Title:
For Sales Transactions: Notwithstanding whether GOLDEN HARVEST, INC. or alternatively Customer, arranges or pays for shipping, title shall pass to Customer (or third party stipulated by Customer) upon receipt of goods and final acceptance by Customer at point of destination designated above. Any loss or damage prior thereto will be Seller's risk.
Please remit payment to: Golden Harvest, Inc: PO Box 287 Burlington, WA 98233 -- (360)-757-4334
Note: Buyer Responsible for All Applicable Sales and/or Use Taxes



PIPING SERVICE, INC.

FABRICATORS /INSTALLERS
100 COUNTY ROAD KK
KAUKAUNA, WI 54130
PHONE: 920-734-1666 FAX: 920-766-0116

INVOICE NUMBER: 14827
INVOICE DATE: 02/10/2026

JOB NUMBER: 25-647

CUSTOMER NO.:

CUSTOMER P.O.: BUILDING
2150-P11

TERM: NET 30

BILL
TO

Building Crafts, Inc.
Attn: Accounts Payable
2 Rosewood Drive
Wilder, KY 41076
accounts payable@buildingcrafts

DESCRIPTION	QUANTITY	PRICE	AMOUNT
-------------	----------	-------	--------

PO# 2150-P11
CHANGE ORDER #1
WPC GRIT IMPROVEMENTS
BEATRICE, NE
STAINLESS STEEL PIPE FABRICATION
BILLING #1

ORIGINAL SS PIPE FAB CONTRACT	1.00	18,800.00	18,800.00
CHANGE ORDER #1	1.00	595.00	595.00

SHIPPED ON 02-06-2026 VIA LTL FREIGHT
DOHRN TRANSFER PRO# 89661311
DELIVERED ON 02-09-2026

NET INVOICE: \$19,395.00

SALES TAX:

INVOICE TOTAL: \$19,395.00

PAST DUE INVOICES WILL BE SUBJECT TO A 1.5% SERVICE CHARGE PER MONTH

INVOICE# 250403AP4-3

Remit To:

INNOVATIVE ENGINEERED EQUIPMENT

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

Purchase Order Number	
2150-P04	
Date	Page
2/27/2026	1 of 1

Sold To:

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

Ship To:

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

Project Name:	Due Date	Ship Via:
Beatrice NE - WPC Grit Improvements	3/29/26	BEST WAY - PPA

Item	Qty	Size		Unit	Ext
1	2	8"	Val-Matic Cam-Centric® Plug Valve Model 5608F/5B16XD.3XP - AIS/BABA Compliant, AWWA C517, NSF 372 Certified Lead-Free, ANSI Class 125, Flanged, With 11ft 10 inch CL to CL Carbon Steel Extended Neck Bonnet With Plant Service Worm Gear Actuated w/ Handwheel, 175 PSI Direct & Reverse, Cast Iron Body, Nickel Seat, Fully Encapsulated Buna-N Plug, Vee Type Packing, Stainless Steel Bearings & Bolts, 2-Part Liquid NSF Epoxy Coated Interior & Exterior, Approx. 560 LBS. 5608F-CB6P-1B16-XD120 Tags: 400-PV-102, 400-PV-103	\$9,952.63	\$19,905.26

2	1	4"	Val-Matic Cam-Centric® Plug Valve Model 5604F/5A08XD.3XP - AIS/BABA Compliant, AWWA C517, NSF 372 Certified Lead-Free, ANSI Class 125, Flanged w/ Handwheel, Worm Gear Actuated, 175 PSI Direct & Reverse, Cast Iron Body, Nickel Seat, Fully Encapsulated Buna-N Plug, Vee Type Packing, Stainless Steel Bearings & Bolts, Epoxy Coated In & Out, Approx. 104 LBS. 5604F-CB6P-1A08-1-XD Tags: 400-PV-101	\$2,671.20	\$2,671.20
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FREIGHT: BTS/OGRE Pro# OGRE4453889, shipped 2/20/2026 \$1,650.00

TOTAL = \$24,226.46

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

Purchase Order Terms:

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

Hydro Optimization & Automation Solutions, Inc.

2601 West L Street, Ste 1
Lincoln, NE 68522

Invoice

*Beatrice
WPC*

Date	Invoice #
2/10/2026	13360

082800

Bill To
Plymouth Electric 211 East Main Plymouth, NE 68424

Ship To
Plymouth Electric 211 East Main Plymouth, NE 68424

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
WPC Grit Improvements	Due on receipt		2/10/2026			Beatrice WW - WPC Grit Impr...
Quantity	Item Code	Description			Price Each	Amount
1	Project Billing	Beatrice WW - WPC Grit Improvements Equipment Delivered/Installed 2/3/26: (4) APC Smart UPS X 1500VA Rackmount (4) TRNH013 Managed Fiber Aggregation Switch (16) 75322 SPF's (12) 317011 Blanking Pass Throughs (1) VFD (4) Battery Pack SMX48RMB2U (8) Fiber Patch Panel (14) 75326 SPF's Sales Tax			31,289.25	31,289.25
					5.50%	0.00
					Subtotal	\$31,289.25
Thank you for your business! A 1.5% monthly service charge will be charged on past due invoices.					Total	\$31,289.25

2-11-26
 Date: 2-11-26
 By: Subcontracting
 For: 029384
 Invoice # 082800
 Requested by: Beatrice WPC



JEO Consulting Group Inc.

Detailed Payment

240608.01 - Heritage Heights Housing Development



Description Construct Heritage Heights Housing Development in Beatrice Nebraska.

Payment Number 7

Pay Period 02/22/2026 to 03/14/2026

Approval Date 04/06/2026

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 \$1,312,518.44

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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	1.000	1.000	1.000	\$0.00	\$39,750.00
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	6,497.500	6,497.500	6,497.500	\$0.00	\$14,944.25
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	42.000	0.000	42.000	42.000	\$157.50	\$157.50
Remove Fence										
0160	15	EA	\$605.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Tree										
0720	9000-41	CY	\$11.090	33,386.000	0.000	33,386.000	33,386.000	33,386.000	\$0.00	\$370,250.74
Earthwork Measured in Embankment - Beatrice Borrow										
Section Totals:									\$157.50	\$499,785.64
Section: 2 - GROUP B - ROADWAY										
0170	16	LS	\$15,150.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$15,150.00
Mobilization										
0180	17	LS	\$4,275.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$4,275.00
Bonding and Insurance										
0190	18	LS	\$1,800.000	1.000	0.000	0.750	0.750	0.750	\$0.00	\$1,350.00
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	99.000	54.000	153.000	153.000	\$1,386.00	\$2,142.00
Remove Pavement										
0220	21	SY	\$16.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove driveway										

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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
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	558.000	3,043.440	3,601.440	3,601.440	\$1,562.40	\$10,084.03
Subgrade Preparation										
0260	25	SY	\$65.500	3,507.000	451.110	3,043.440	3,494.550	3,494.550	\$29,547.71	\$228,893.03
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
0730	9000-47	LS	-\$11,000.000	1.000	0.000	1.000	1.000	1.000	\$0.00	-\$11,000.00
Contract Reduction										
Section Totals:									\$32,496.11	\$250,894.06
Section: 3 - GROUP C - STORM SEWER										
0340	33	LS	\$19,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$19,450.00
Mobilization										
0350	34	LS	\$1,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,750.00
Bonding and Insurance										
0360	35	LF	\$54.000	209.000	0.000	209.000	209.000	209.000	\$0.00	\$11,286.00
18" RCP, Class III										
0370	36	LF	\$70.000	345.000	0.000	345.000	345.000	345.000	\$0.00	\$24,150.00
24" RCP, Class III										
0380	37	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0390	38	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										
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										

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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	LF	\$14.000	12.000	12.000	0.000	12.000	12.000	\$168.00	\$168.00
Remove CMP Storm Sewer Pipe										
0440	43	EA	\$115.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer FES										
0450	44	EA	\$275.000	2.000	1.000	0.000	1.000	1.000	\$275.00	\$275.00
Remove Storm Sewer Structure (< 6' deep)										
0460	45	EA	\$27,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$27,250.00
Hydrodynamic Separator										
0470	46	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
72" Dia. Storm Sewer Manhole										
0710	6.5.010	EA	\$5,785.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,785.00
60" Dia. Storm Sewer Manhole										
Section Totals:									\$443.00	\$125,281.50
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	0.000	729.000	729.000	729.000	\$0.00	\$34,992.00
8" PVC Sanitary Sewer Main, SDR 35										
0510	50	LF	\$40.000	587.000	0.000	587.000	587.000	587.000	\$0.00	\$23,480.00
4" PVC Sanitary Sewer Service, SDR 26										

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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
0520	51	VF	\$724.000	40.000	0.000	40.000	40.000	40.000	\$0.00	\$28,960.00
48" Dia. Concrete Manhole										
0530	52	EA	\$282.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$3,384.00
8" x 4" Wye, PVC										
0540	53	EA	\$90.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Cap, PVC										
0550	54	EA	\$695.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$695.00
Connect to Existing Sanitary Sewer Main										
0560	55	LF	\$12.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sanitary Sewer Pipe										
Section Totals:									\$0.00	\$101,686.00
Section: 5 - GROUP E - ROADWAY										
0570	56	LS	\$5,580.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,580.00
Mobilization										
0580	57	LS	\$2,110.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$2,110.00
Bonding and Insurance										
0590	58	LS	\$1,800.000	1.000	0.000	0.750	0.750	0.750	\$0.00	\$1,350.00
Temporary Traffic Control Measures										
0600	59	SY	\$2.800	2,169.000	395.670	1,588.890	1,984.560	1,984.560	\$1,107.88	\$5,556.77
Subgrade Preparation										
0610	60	SY	\$65.500	2,169.000	502.560	1,588.890	2,091.450	2,091.450	\$32,917.68	\$136,989.98
7" Concrete Pavement										

-59-

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	SF	\$88.000	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0630	62	EA	\$580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0640	63	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
Section Totals:									\$34,025.56	\$151,586.75
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	9.000	9.000	9.000	\$0.00	\$6,516.00
48" Dia. Concrete Manhole										
0700	69	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
Section Totals:									\$0.00	\$40,389.00
Section: Section ID - Section Description										

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
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:									\$67,122.17	\$1,169,622.95

Time Charges

Time Limit	Original Deadline	Authorized Deadline	Charges This Period	Damages This Period	Days Completed To Date	Days Remaining To Date	Damages To Date
Final Completion	11/30/2025	04/30/2026	N/A	\$0.00	N/A	47.0 Days	\$0.00
Substantial Completion	10/31/2025	04/01/2026	N/A	\$0.00	N/A	18.0 Days	\$0.00
Total Damages:							\$0.00

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Summary

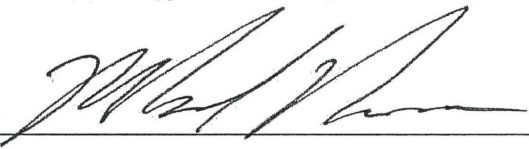
Current Approved Work:	\$67,122.17	Approved Work To Date:	\$1,169,622.95
Current Stockpile Advancement:	\$0.00	Stockpile Advancement To Date:	\$0.00
Current Stockpile Recovery:	\$0.00	Stockpile Recovery To Date:	\$0.00
Current Retainage:	\$3,356.11	Retainage To Date:	\$58,481.15
Current Retainage Released:	\$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:	\$63,766.06	Payments To Date:	\$1,111,141.80
Previous Payment:	\$135,452.65	Previous Payments To Date:	\$1,047,375.74

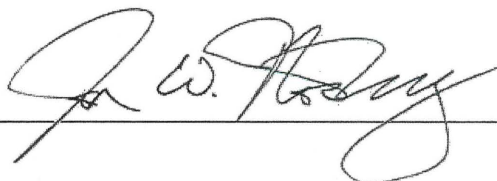
-62-

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 3-23-2026

Engineer  Date 3/25/2026

Owner _____ Date _____

-63-



JEO Consulting Group Inc.

Change Order Details

240608.01 - Heritage Heights Housing Development



-64-

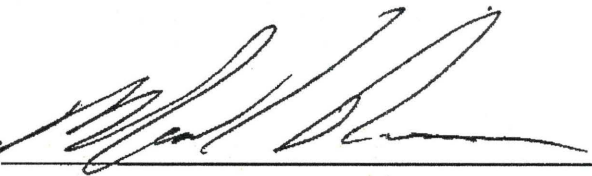
Description	Construct Heritage Heights Housing Development in Beatrice Nebraska.
Prime Contractor	Van Kirk Brothers Contracting 1200 W Ash Street Sutton, NE 68979
Change Order	4
Status	Pending
Date Created	03/25/2026
Type	Additional Work Requested by Owner
Summary	Sidewalk Trench Drain
Change Order Description	EverGrate Sidewalk Trench Drain, Pipe, and Concrete Curb Wall
Awarded Project Amount	\$1,324,909.05
Authorized Project Amount	\$1,312,518.44
Change Order Amount	\$5,933.00
Revised Project Amount	\$1,318,451.44


New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 2 - GROUP B - ROADWAY					
0740	9000-49	LS	1.000	\$5,933.000	\$5,933.00
EverGrate Sidewalk Drain, Pipe, and Concrete Curb Wall					
Reason: Help with storm water drainage on south side of subdivision					
1 item					Total: \$5,933.00

-65-

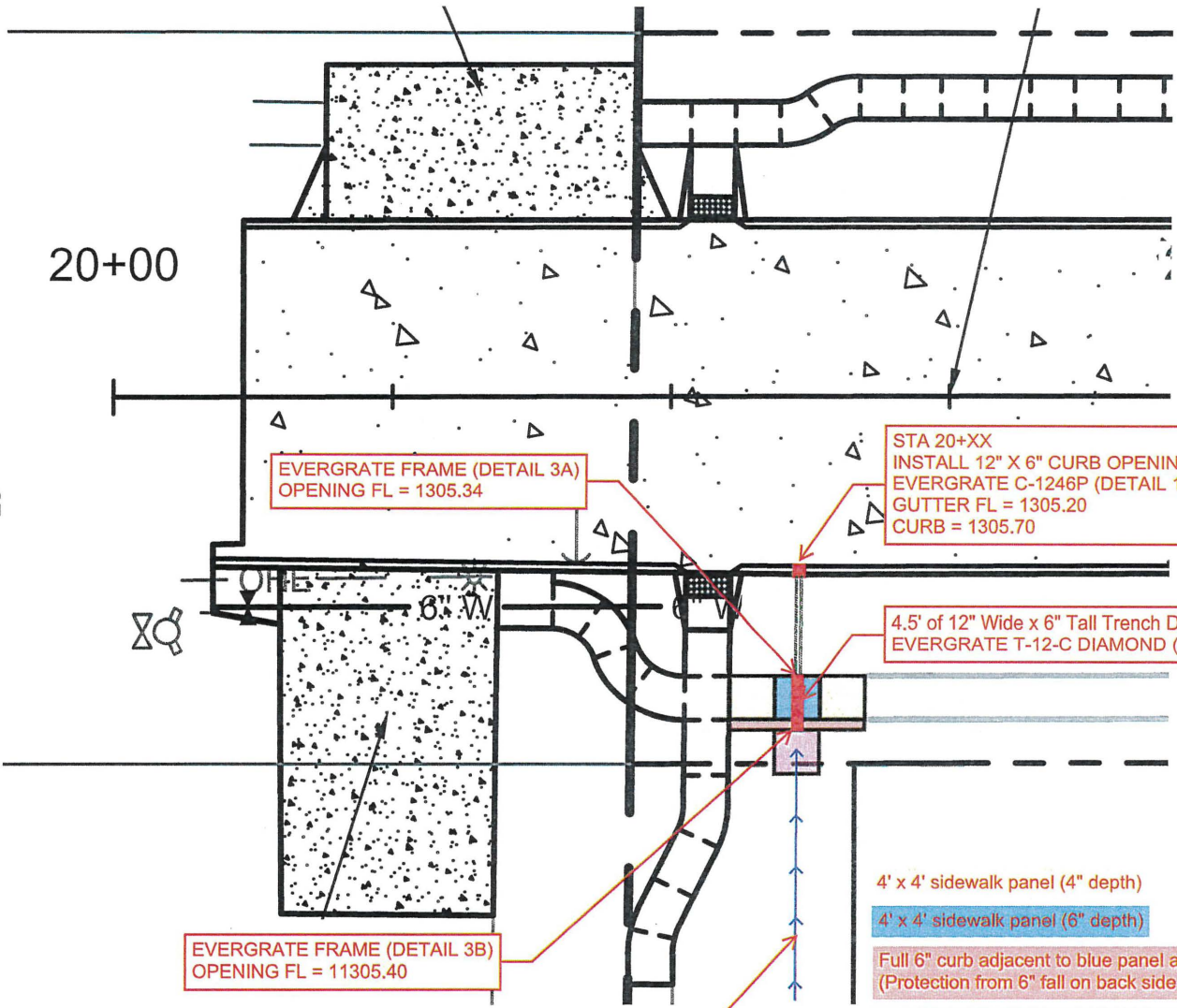
When authorized, the contractor agrees to perform the work outlined above in accordance with provisions of the contract documents

Contractor  Date 4-2-2026

Engineer  Date 4/2/2026

Owner _____ Date _____

-99-



EVERGRATE FRAME (DETAIL 3B)
OPENING FL = 11305.40

SWALE FLOWLINE

STA 20+XX
INSTALL 12" X 6" CURB OPENING
EVERGRATE C-1246P (DETAIL 1)
GUTTER FL = 1305.20
CURB = 1305.70

4.5' of 12" Wide x 6" Tall Trench Drain @1.5%
EVERGRATE T-12-C DIAMOND (DETAIL 2)

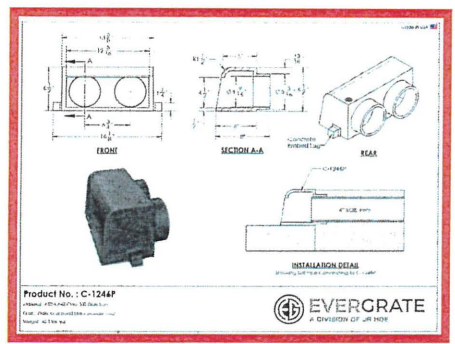
4' x 4' sidewalk panel (4" depth)
4' x 4' sidewalk panel (6" depth)

Full 6" curb adjacent to blue panel and taper down to 0" at north and south limits of yellow panels
(Protection from 6" fall on back side of walk)

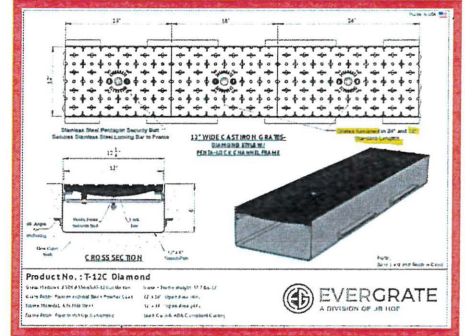
4' x 4' pavement at swale elevation (1305.40) to protect trench opening (4" depth)

18 LF (9&9) of twin 4" HDPE pipe at 1.5% slope

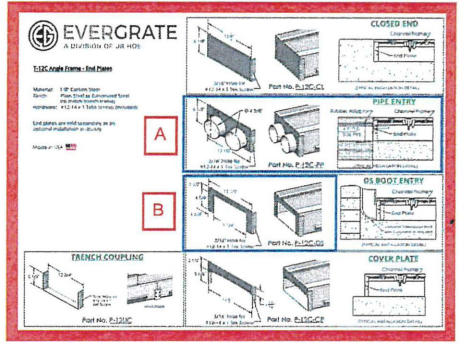
1

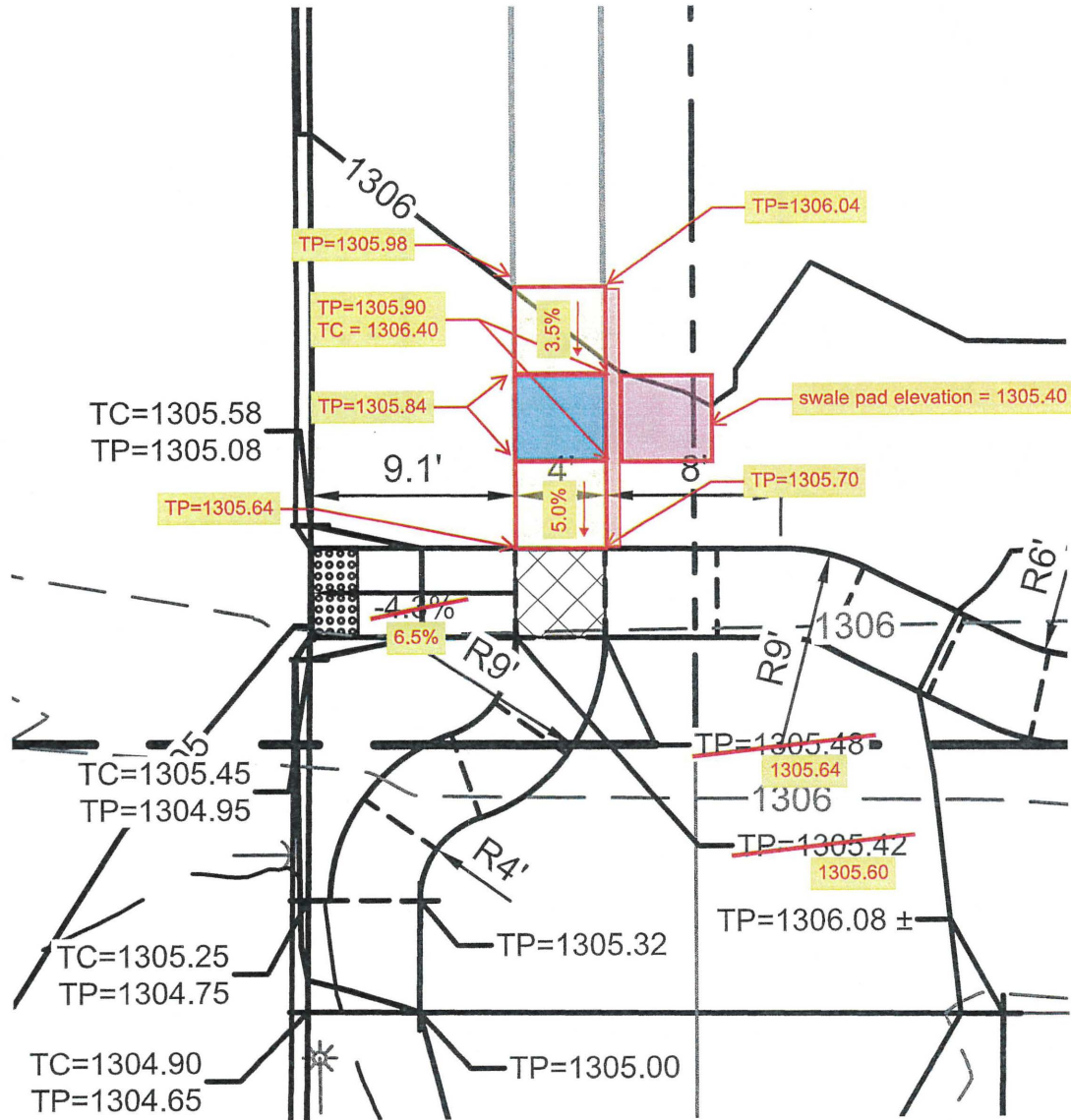


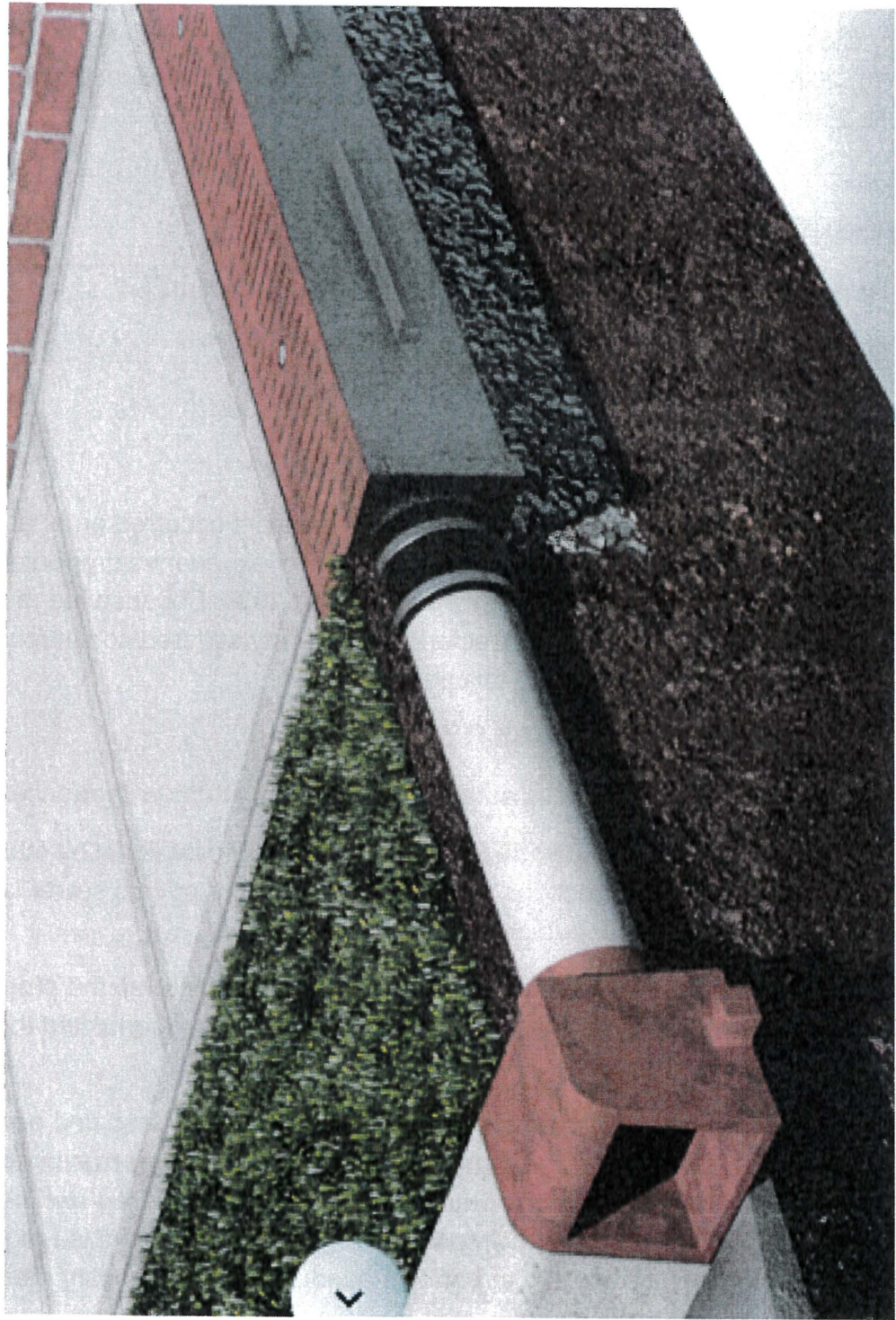
2



3







FORMAL NOTICE OF TORT CLAIM

PURSUANT TO NEB. REV. STAT. § 13-905 AND § 16-726

TO: City Clerk, City of Beatrice, 400 Ella Street, Beatrice, NE 68310 **DATE OF FILING:** March 16, 2026 (Electronic Notice served March 14, 2026) **RE:** Sewer Backup Damage at 339 N. 25th St., Beatrice, NE 68310

1. CLAIMANTS & INTERESTED PARTIES

- **Homeowners:** Alayna McGinty, Wyatt McGinty, Isabelle Rios
- **Occupants:** Micheal McGinty, Misty McGinty

1st 402-239-1850 Mike

2. INCIDENT OVERVIEW

2nd 402-806-9534 ALAYNA

- **Location:** 339 N. 25th St., Beatrice, NE 68310
- **Dates of Occurrence:** The initial catastrophic event occurred on or about **December 15, 2025**. Following this, the property experienced repeated sewer backups of raw sewage through **December 17, 2025**. Because the municipal failure was not immediately corrected, the property suffered continuous exposure to hazardous materials during this period.

3. EVIDENCE OF MUNICIPAL LIABILITY

The liability of the City of Beatrice is established by a documented sequence of events:

- **Verification of Private Infrastructure:** A licensed professional plumber performed multiple inspections and confirmed that our private sewer lateral was entirely clear and unobstructed to the municipal main.
- **Failure of Municipal System:** Despite a clear private lateral, the property flooded repeatedly. Both the claimants and their plumber contacted the City to report the main-line failure.
- **City Intervention & Conclusive Remedy:** City crews arrived and performed high-pressure "jetting" on the municipal sewer main. **During this process, City employees confirmed to our plumber that they discovered and cleared a massive clog within the municipal main.** An obstruction of this magnitude indicates a failure by the City to perform adequate and necessary maintenance on the sewer main line.
- **Resolution:** Immediately after the City performed this maintenance and cleared the obstruction, the backups ceased. This confirms the blockage was located within the City's infrastructure.

4. STATUS OF DAMAGES & PRELIMINARY CLAIM

The property is currently in a severely compromised and hazardous state. Due to the volume of raw sewage (Category 3 Biohazard), damages include pervasive contamination, structural drying requirements, and ongoing environmental risks.

- **Preliminary Claim Amount:** Based on preliminary assessments from professional restoration services, the estimated cost exceeds **\$20,000.00**.
- **Notice Only:** This amount is provided for notice purposes only; a final, itemized Proof of Loss and contractor estimates will be submitted as restoration is finalized.

5. REQUEST FOR ACTION

The claimants request that the City promptly forward this matter to its liability insurance carrier. Please provide the carrier name, contact information, and a claim number to the claimants at your earliest convenience.

VERIFICATION BY CLAIMANT

I, Alayna McGinty, hereby verify that the facts stated in this Notice of Claim are true and accurate to the best of my knowledge and belief.

Signature of Claimant: Alayna McGinty **Date:** March 16, 2026

OFFICIAL RECEIPT (For City Clerk Use Only)

Received by the City of Beatrice on this 16th day of March, 2026.

Name & Title: Taylor Rivera, City Attorney

Signature: [Signature]

WPC
Sewer Stoppage Report

Date 12/16/25
Call Received 10:45 AM/PM
Arrival Time 11:10 AM/PM
Departure Time 12:05 PM AM/PM
Weather Conditions Wet Dry
Address 339 N 25TH ST

Responded by:
Josh C
Dean H

Map pages #780 #756

Call Origin:

City Hall
WPC
Service Building
Mobile
Dispatcher
Main Plugged Yes No
Occupant Notified Yes No

Cause of Blockage

Gravel
Grease
Rags
Cave-In
Roots
Sand
Broken Pipe
Other (Specify)

Mark's Plumbing was hired by the occupant and was onsite

Manhole Jetted from AE9-6 > AE9-14 Between Elk and Grant St / 24th and 25th St
Feet Jetted 800'
Approximate ft to blockage 725'

Remarks The city sewer main was backed up in the manhole (AE9-14) located in NW corner of the yard
The line was jetted from manhole (AE9-6) going north. The jet crew hit a blockage at 725' busting through it.
Let the sewer main drain for est 15 minutes and pulled out rags and some roots. Dean spoke with
the occupant and informed them the city main was open and running normal.

Line was last cleaned on 8/12/2024



011400000

011405000

N 25th ST

VCP 8

GRANT ST

AE9-14

VCP 8

HOMEOWNER TAP

339 N 25TH

BLOCKAGE

013131000

-73-

VCP 8

AE9-10

VCP 8

013103000

N 25th ST

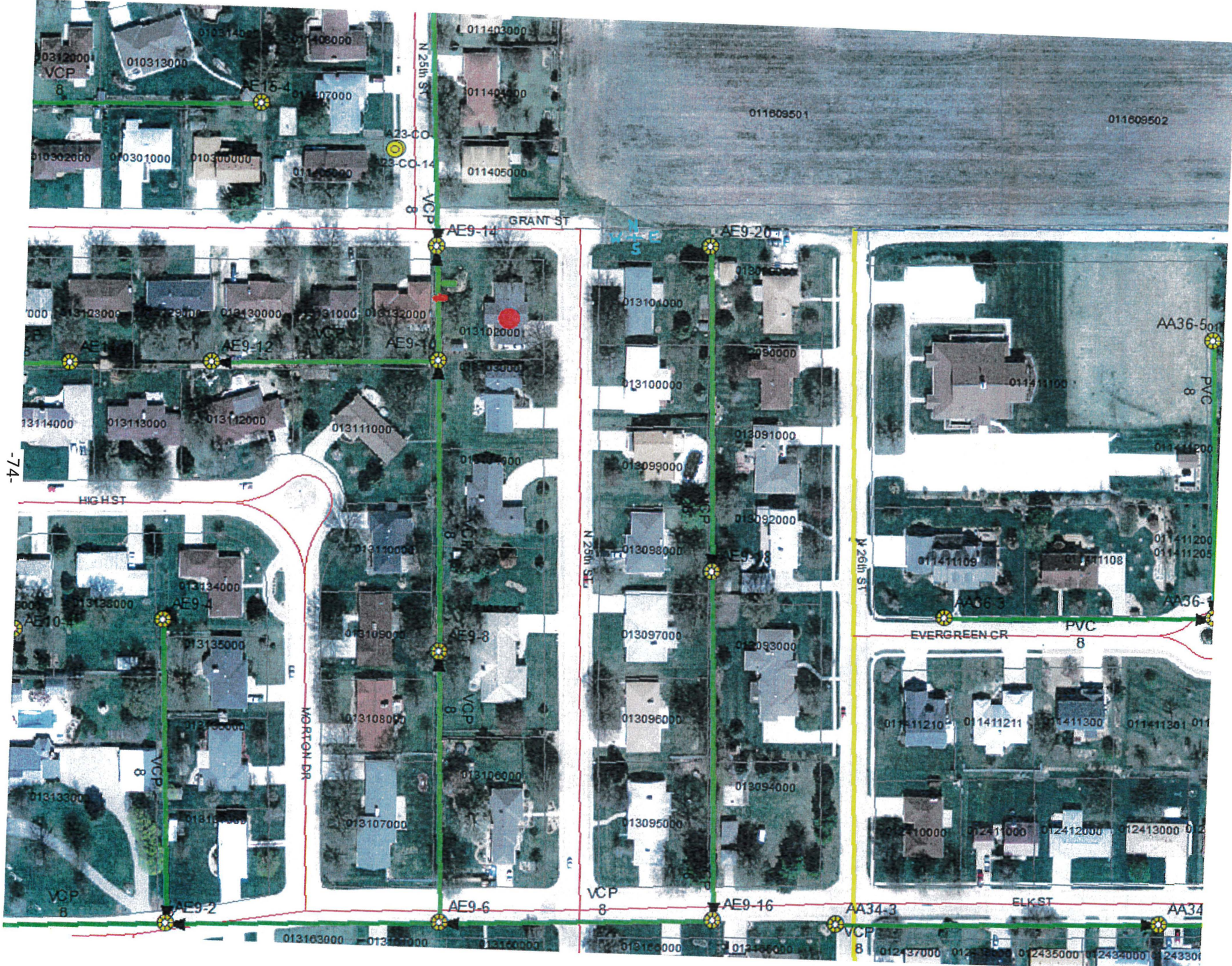
013101000

013100000

013099000

013104000

N 25th St



-74-

Jim's Carpet
 308 Court St
 Beatrice, NE 68310
<https://www.jimscarpet.com/>
jimscarpet@windstream.net
Phone: (402) 228-3684

Quote Number

2744

Water Damage quote

Type: Material and Labor

Date: 03/25/2026

Expires on: 05/24/2026

Customer Information

Customer Name: Rodney Trauernicht
Address: 14964 U.S. 77, Pickrell, NE 68422-8067
Email: smalltownruralgirl@gmail.com
Cell Phone: (402) 239-0286

Service Site Details

Address Title: 16th Ave Duplex 110&112
Address: 110 North 16th Avenue, Beatrice, NE 68310
Contact Name: Rodney Trauernicht
Email: smalltownruralgirl@gmail.com
Cell Phone: (402) 239-0286

1010 + 1012 N 16th

Item	Description/Area	Quantity	Unit Price	Amount
#110 1 bed				
Find Your Comfort Ta li	Style: Find Your Comfort Ta li / Color: Bocce Ball Gam	174 SqFt	\$1.69	\$294.06
Vessel Medium 7/16 - Pad Cushion - 6Ft 00In	Style: Vessel Medium 7/16 - Pad Cushion - 6Ft 00In / Color: 716 / Description: 7/16" 8lb Gray Pad	174 SqFt	\$0.52	\$90.48
Arch Concrete 5/8" Nail 200'	Style: Arch Concrete 5/8" Nail 200' / Color: Tackstrip / Description: 4842-CONCR2"	0.35 Carton	\$96.71	\$33.85
Cm501 Z-Bar Metal	Style: Cm501 Z-Bar Metal / Color: Metal / Description: ZBar Metal	16 Foot	\$1.98	\$31.68
Carpet Install	Carpet Install	174 SqFt	\$0.88	\$153.12
On Concrete Install	On Concrete upcharge	174 SqFt	\$0.11	\$19.14
Tear out stretch carpet	Tear out stretch carpet	174 SqFt	\$0.30	\$52.20
#112 1 bed				
Find Your Comfort Ta li	Style: Find Your Comfort Ta li / Color: Bocce Ball Gam	204 SqFt	\$1.69	\$344.76
Vessel Medium 7/16 - Pad Cushion - 6Ft 00In	Style: Vessel Medium 7/16 - Pad Cushion - 6Ft 00In / Color: 716 / Description: 7/16" 8lb Gray Pad	204 SqFt	\$0.52	\$106.08
Arch Concrete 5/8" Nail 200'	Style: Arch Concrete 5/8" Nail 200' / Color: Tackstrip / Description: 4842-CONCR2"	0.35 Carton	\$96.71	\$33.85
Cm501 Z-Bar Metal	Style: Cm501 Z-Bar Metal / Color: Metal / Description: ZBar Metal	16 Foot	\$1.98	\$31.68
Carpet Install	Carpet Install	204 SqFt	\$0.88	\$179.52
On Concrete Install	On Concrete upcharge	204 SqFt	\$0.11	\$22.44
Tear out stretch carpet	Tear out stretch carpet	204 SqFt	\$0.30	\$61.20
#110 Kit/din/hall/laundry/bath				

Pantheon Hd Plus	Style: Pantheon Hd Plus / Color: Argento	359.29 SqFt	\$3.99	\$1,433.57
6 Mil Black Poly	Style: 6 Mil Black Poly / Color: 100 Sf Roll / Description: Shaw Plastic	4 Piece	\$22.00	\$88.00
LVP Install	LVP Install	341 SqFt	\$2.25	\$767.25
Nc 886 Skim & Repair 10 Lb	Style: Nc 886 Skim & Repair 10 Lb / Color: Prep	1 Piece	\$18.56	\$18.56
Tear out LVP or Laminate	Tear out LVP/Laminate	137 SqFt	\$1.00	\$137.00
Tear out stretch carpet & tackstrip	Tear out stretch carpet & tackstrip	99 SqFt	\$0.40	\$39.60
Tear out glue down carpet	Tear out glue down carpet	26 SqFt	\$0.40	\$10.40
Tear out sheet vinyl	Tear out sheet vinyl	47 SqFt	\$1.00	\$47.00
R & R Trim	Remove & Reinstall Base Trim (estimated qty)	105 LF	\$2.00	\$210.00
Floor prep	Floor prep	1 SqFt	\$50.00	\$50.00

Additional prep or concrete grinding may be needed. It appears the moisture has caused a large ridge in the concrete down center of kitchen.

#112 Kit/din/hall/laundry/bath

Pantheon Hd Plus	Style: Pantheon Hd Plus / Color: Argento	359.29 SqFt	\$3.99	\$1,433.57
6 Mil Black Poly	Style: 6 Mil Black Poly / Color: 100 Sf Roll / Description: Shaw Plastic	4 Piece	\$22.00	\$88.00
Nc 886 Skim & Repair 10 Lb	Style: Nc 886 Skim & Repair 10 Lb / Color: Prep	1 Piece	\$18.56	\$18.56
LVP Install	LVP Install	341 SqFt	\$2.25	\$767.25
Tear out LVP or Laminate	Tear out LVP/Laminate	137 SqFt	\$1.00	\$137.00
Tear out stretch carpet & tackstrip	Tear out stretch carpet & tackstrip	99 SqFt	\$0.40	\$39.60
Tear out sheet vinyl	Tear out sheet vinyl	73 SqFt	\$1.00	\$73.00
R & R Trim	Remove & Reinstall Base Trim (estimated qty)	105 LF	\$2.00	\$210.00
Floor prep	Floor prep	1 SqFt	\$50.00	\$50.00
			Total	\$7,072.42
			Sales Tax	\$303.51
			Grand Total	\$7,375.93



St. Jude Children's
Research Hospital

Finding cures. Saving children.
ALSAC - DANNY THOMAS, FOUNDER

stjude.org/wemissyou

Sunday, March 15

Joyce Porter fell in the early morning. Friend missed her at walking time. She came to house + couldn't reach Joyce by phone or knocking. She called 911, Police + firemen came + had to break door in order to get to Joyce.



4L1

Steffen Carpentry and Construction

Invoice

Joe Steffen
 1915 Washington
 Beatrice, NE 68310
 402-228-3542

Date	Invoice #
3/26/2026	2198

Bill To
Joyce Porter 1919 Washington St. Beatrice, NE 68310

P.O. No.	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
1	Sack 157645 2/4x6/8 1-3/8 Hollow core Birch slab door	165.55	165.55
1	Stain, polycrylic, brush, sandpaper	23.00	23.00
1	labor to prep. and finish door, remove old door and dispose, install new slab door	540.00	540.00
		Total	\$728.55

JOYCE E PORTER
DOUGLAS E PORTER
1919 WASHINGTON
BEATRICE, NE 683102650

27-1/1040

9376

DATE 3/30/26



PAY TO THE ORDER OF Steffen Carpentry \$ 728.⁵⁵/₁₀₀
Seven hundred twenty-eight + ⁵⁵/₁₀₀ DOLLARS

Heat Reactive Ink

fnbo

MEMO garage door

Cody Jarwell

⑆ 104000016⑆ 807422810⑆ 9376

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

ItemNum=030322224705

RtNum=>092901683<-TrID=2
BranchName=FIRST INTERSTATE BANKBr=4439
TranDt=03/30/26
ItemNum=030322224705

AT _____ NAME OF FINANCIAL INSTITUTION _____ DATE _____
DON'T WRITE STAMPS OR LOGS HERE. ALL RIGHTS RESERVED FOR FINANCIAL INSTITUTION USE.

CHECK HERE FOR MOBILE OR REMOTE DEPOSIT ONLY

ENDORSE HERE
To deposit only
Cody Jarwell

SOUTHEAST COMMUNICATIONS

Call For Service Detail Report - CFS 624

Address	1919 WASHINGTON ST, Beatrice				
Common Name					
Custom Layer		Census Tract			
Beat	East	Quadrant	14	District	
Caller Name	Quackenbush, Peggy	Caller Phone	(402) 223-0037	Call Taker	system
Create Date	3/15/2026 9:34:13 AM	Clear Date	3/15/2026 10:25:43 AM	Nature Of Call	

Call Details

Call Type	Status	Priority	Dispatcher	Created Date
Welfare Check	Complaint	2	naumann	3/15/2026 9:34:13 AM
Rescue	In Progress	1	naumann	3/15/2026 9:34:13 AM

Call Narrative

*** 3/15/2026 ***

Time	Description	User	Unit #	Machine
10:19:05 AM	Joyce Porter was expected to meet RP at Indian Creek Mall this morning and didn't show. I arrived on location and met RP, who advised she had attempted doorbell and knocking on all exterior doors. All doors were locked and blinds were closed. While knocking on exterior doors and windows, I was able to hear faint cries for help from within the southeast corner of the residence. I kicked in a side entry door to the garage and made entry into the home, locating Joyce on the floor of her bedroom. Joyce stated that she had fallen at approximately 0200hrs and hadn't been able to get up or call for help. Joyce's brother Vince Dezort was contacted and apprised of the situation, he stated he'd be en route from Crab Orchard. RP stated she would remain on scene with Joyce until Vince arrived	Byrne,Kelly	524	PDLAPTOP29
10:18:35 AM	per 514 added an alert that neighbors to west of this house do have a key to the residence	Calver,Amanda		COBW1076
10:15:06 AM	no transport	Calver,Amanda		COBW1076
9:46:51 AM	Calls for help heard 524 making entry.	Naumann,Fred		COBW1075
9:44:30 AM	Johnson County can pass on a contact number for a steve farwell who may be related.	Naumann,Fred		COBW1075
9:40:57 AM	RP says she has a brother in Crab Orchard Vince Dezort and sister is Kodi Farwell (husband is Russ) in Dubois.	Naumann,Fred		COBW1075
9:38:00 AM	Neighbors are not at home.	Naumann,Fred		COBW1075
9:37:35 AM	Has problems with her neck.	Naumann,Fred		COBW1075
9:37:11 AM	RP says she is on a muscle relaxer.	Naumann,Fred		COBW1075
9:36:49 AM	unknown if vehicle is in the garage.	Naumann,Fred		COBW1075
9:36:23 AM	RP says she was suppose to meet at the mall in Beatrice.	Naumann,Fred		COBW1075
9:35:05 AM	Reports Joyce Porter is not answering her door.	Naumann,Fred		COBW1075



BEATRICE

CITY • BOARD OF PUBLIC WORKS

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

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

NOTICE OF DAMAGE TO PROPERTY OR INJURY OF A NON-CITY EMPLOYEE

Date: _____ Time: _____ AM / PM

Location of Accident: Storm Sewer - N of Arby's

Person(s) Involved: - per Dave 11/20/25

Person(s) Address: _____

Brief Description: with friend went to Harbor Freight - was closed - went to Hardware Store - started walking along hwy - fell in manhole, just North of Arby's - couple helped her out

Property Involved: _____ (car, pole, tree, etc.)

If any injury, what was the person(s) doing? _____

Name of injured person(s): Tammy Vculek Fairbury NE

Name of Property Owner: 402 433 5717

Injured/Property Owner's Address: _____

Parent(s)/Guardian, if a minor: _____

Parent(s)/Guardian Phone Number: _____

Describe Injury or Damaged Property: _____

North of Arby's next to Hwy

fell in manhole N of Arby's Tammy Vculek fairbury

type? _____
PM By Whom: _____
Address: _____
Address: _____
Address: _____

City Pers
ernal use only - not to be given ou
in to the City Clerk's Office Immed

My Name is Tammy Vellek and I
I am from Fairbury, ABOUT 8:30
PM NOV 16th I WAS WITH A FRIEND
WE CAME OVER TO Beatrice to go to
HABOR FRIEGHT. MY FRIEND LEFT
AND WENT DOWN TO THE PARTS STORE
WHEN I GOT OUTSIDE HE WASNT
BACK YET. SO I THOUGHT I WOULD
START WALKING AND HEAD TOWARDS
THE PARTS STORE. AS I WALKED
TOWARDS HWY 77 WALKED NEXT
TO THE HWY I FOUND MYSELF
HOLDING MYSELF UP IN A MAN-
HOLE. AS I WOULD REACH UP TO
GRAB THE LID, IT WOULD KEEP
FLIPPING OVER ON ME AND MY
FEET NEVER DID TOUCH THE
BOTTOM. IT WAS DARK AND VERY
SCARY. I KEEP HOLDING MYSELF
UP WITH MY ARMS. AS I WAS
FEELING MYSELF GIVING UP, A
OLDER COUPLE MAN & WOMAN STOP
AND HELPED ME OUT OF THE
MAN HOLE. THEY STOPPED
BECAUSE THEY SEEN I FALL INTO
IT. I DONT KNOW WHO THEY
WAS. I'm just glad they HELPED.

I RECEIVED SCRAPHES AND BRUISING
ON MY LEGS AND ARMS. THAT NIGHT
I WAS VERY SORE, I COULDN'T LIFT
MY ARM THE NEXT DAY, I ENDED
UP GOING TO THE EMERGENCY ROOM IN
FAIRBURY. SEEN THE DOCTORS AND
PUT ME ON SOME PAIN MEDICINE AND
MUSCLE RELAXERS. THEY WANT ME
DO SOME PHYSICAL THERAPY AND
THEY EXRAYED AND NO BROKEN
BONES THANK GOD. ALSO I STILL
NEED TO GET MRI, THINKING
MY ROTTOR CUP IN MY RIGHT
SHOULDER MAY BE TORN. I HAVE
NOT RECEIVED ANY MED BILLS
AS OF YET WHEN I DO I'll BRING
THEM OVER TO THE GAGE CITY
OFFICES. I DID CALL THAT WEEK
TO HAVE THEM GO CHECK OUT
THAT MAN HOLE SO, NOBODY ELSE
WOULD FALL INTO IT. THIS HAPPEN
ON OR AROUND NOV. 16 2026
FROM 8 PM - 8:30 PM (402-433-5717)

April 2nd 2026

TAMMY WALKER
819 VINE STREET
FAIRBURY NE 68352



BEATRICE
CITY • BOARD OF PUBLIC WORKS

CITY HALL

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

ENGINEERING & COMMUNITY DEVELOPMENT

205 North 4th Street | Beatrice, NE 68310
Phone: 402.228.5250 Fax: 402.228.5252

March 26, 2026

City of Beatrice
Attn: Mr. Bob Morgan, Mayor
400 Ella Street
Beatrice, Nebraska 68310

RE: Recommendation for Award of Contract
Hannibal Park Field No. 8 Project – 2026
Project No. 026-012

Dear Mayor & City Council:

Bids were received on Thursday, March 26, 2026, at 10:00 a.m., for the above-referenced project. This letter is prepared to summarize the bids received and provide our recommendations for making an award on the project. Bid tabulation has been prepared for the project and is attached for your reference.

A total of two (2) bids were opened for the project, and the apparent low was submitted by Clausen & Sons Dirt Work Inc., located in Beatrice, Nebraska, for all Bid Sections totaling \$115,215.00.

Since this Contractor has been deemed a responsive and responsible bidder, it is my recommendation that an award should be made to Clausen & Sons Dirt Work Inc., with an estimated cost of \$115,215.00.

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

Sincerely,

James A. Burroughs, P.E.
City Engineer

Encl: Bid Tabulation

Hannibal Park Field 4A
 Date: March 26, 2026
 RE: Cost Estimate

Item No.	Bid Description	Unit	Bid Quantity	Engineers Cost Estimate		Clausen & Sons Dirt Work		DL Lottman Excavating	
				Costs/Unit	Item Costs	Costs/Unit	Item Costs	Costs/Unit	Item Costs
1	Mobilization/Demobilization	LS	1.0	\$5,000.00	\$5,000.00	\$5,600.000	\$5,600.00	\$4,500.00	\$4,500.00
2	Traffic/Pedestrian Control	LS	1.0	\$2,500.00	\$2,500.00	\$4,092.000	\$4,092.00	\$500.00	\$500.00
3	Construction Staking	LS	1.0	\$5,000.00	\$5,000.00	\$5,675.000	\$5,675.00	\$3,000.00	\$3,000.00
4	Remove Stormwater Pipe (up to 30-inch diameter)	LF	50.0	\$20.00	\$1,000.00	\$9.660	\$483.00	\$30.00	\$1,500.00
5	Earthwork Measured in Embankment (Established Quantity)	CY	2,607.9	\$30.00	\$78,237.00	\$7.532	\$19,642.70	\$13.00	\$33,902.70
6	In Field/Pitching Area Subgrade Preparation	SY	1,480.9	\$3.00	\$4,442.70	\$6.697	\$9,917.59	\$3.00	\$4,442.70
7	In-Field/Pitching Area Aggregate - Ag Lime Base Coarse (3-inch thick)	TON	162.9	\$75.00	\$12,217.50	\$55.948	\$9,113.93	\$42.35	\$6,898.82
8	In-Field/Pitching Aggregate - RBDA Surface Coarse (4-inch thick) - Installation Only, Owner to Provide	TON	123.4	\$50.00	\$6,170.00	\$39.732	\$4,902.93	\$30.00	\$3,702.00
9	6" Concrete Pavement (47B-3500)	SY	236.7	\$80.00	\$18,936.00	\$79.890	\$18,909.96	\$79.00	\$18,699.30
10	4" Concrete Sidewalk (47B-3500)	SY	488.5	\$75.00	\$36,637.50	\$53.613	\$26,189.95	\$38.28	\$18,699.78
11	Concrete Steel Reinforced Pitching Area Curbing (8-inch X 18-inch)	LF	140.0	\$55.00	\$7,700.00	\$57.278	\$8,018.92	\$133.57	\$18,699.80
12	Aggregate Driveway - Crushed Rock Surface Coarse (3-inch thick)	TON	43.0	\$100.00	\$4,300.00	\$48.837	\$2,099.99	\$50.00	\$2,150.00
13	Silt Fence, Low Porosity	LF	120.0	\$5.00	\$600.00	\$4.733	\$567.96	\$3.00	\$360.00
Subtotal				\$182,740.70	\$182,740.70	Subtotal	\$115,213.93	Subtotal	\$117,055.10

RESOLUTION NUMBER ____

WHEREAS, the Beatrice City Code requires any person desiring to dispense, consume, or use alcoholic liquors in the Beatrice Public Library to first obtain permission from the Mayor and City Council; and

WHEREAS, Tall Tree Tastings, LLC, has requested permission from the Mayor and City Council to serve alcoholic beverages in the Beatrice Public Library on Tuesday, April 28, 2026, from 5:00 p.m. to 10:00 p.m., for a “Little Black Dress” event; and

WHEREAS, the Mayor and City Council of Beatrice, Nebraska, have reviewed said request and desire to grant Tall Tree Tastings, LLC, permission to serve alcoholic beverages in the Beatrice Public Library on Tuesday, April 28, 2026, from 5:00 p.m. to 10:00 p.m., for a “Little Black Dress” event.

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

SECTION 1. That the Mayor and City Council of Beatrice, Nebraska hereby grants permission to Tall Tree Tastings, LLC, to serve alcoholic beverages in the Beatrice Public Library on Tuesday, April 28, 2026, from 5:00 p.m. to 10:00 p.m., for a “Little Black Dress” event.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Dear Members of the City Council,

I am writing on behalf of the Beatrice Public Library to respectfully request permission to serve alcohol at an upcoming program we are planning for our community.

The event, titled History of the Little Black Dress, is a “black dress” themed evening designed to provide an engaging and elevated cultural experience for attendees. The program will feature Sue McLain, from Yesterdays’ Lady, along with light refreshments.

We would like to offer wine service during the event to enhance the atmosphere and align with the formal nature of the evening. Alcohol service would be limited, responsibly managed, and in full compliance with all local regulations. We will ensure that:

All alcohol is served by trained and responsible staff or licensed vendors

Proper ID verification procedures are followed

Consumption is monitored to promote a safe and respectful environment

The event remains focused on its cultural and community-centered purpose

Our goal is to provide a unique and memorable experience while maintaining the highest standards of safety and professionalism.

We appreciate your consideration of this request and are happy to provide any additional information you may need. Thank you for your continued support of community programming.

Sincerely,

Joanne Neemann
Beatrice Public Library Director

History of the Little Black Dress *Celebrating 100 years of the LBD!*



Step back in time...
see, feel and hear the history
with Yesterday's Lady,
Sue McLain

Tuesday, April 28, 2026

6:00 pm

Beatrice Public Library



The perfect occasion for your most elegant black dress

Martini & hors d'oeuvres provided

Tall Tree Tasting providing wine for purchase



SDL – LOCAL RECOMMENDATION

NEBRASKA LIQUOR CONTROL COMMISSION
301 CENTENNIAL MALL SOUTH
PO BOX 95046
LINCOLN, NE 68509-5046
PHONE: (402) 471-2571
FAX: (402) 471-2814
EMAIL: lcc.sdl.licensing@nebraska.gov
WEBSITE: www.lcc.nebraska.gov

122009 License # Tall Tree Tastings, LLC Licensee Name/Non-Profit Organization

Event location name: Beatrice Public Library

Event address/location: 100 N. 16th ST Beatrice, NE 68310

Event Type: Little Black Dress Program

Event date(s): Tues 4-28

Event start time(s): 5pm

Event end time(s): 10pm

Indoor area to be licensed in length & width: 36' x 50'

Outdoor area to be licensed in length & width: — X — (Must submit a diagram)

Estimated number of attendees: 20

Alternate dates/times: —

Alternate location name/location: —

Type of alcohol to be served: Beer Wine Distilled Spirits

Event contact name: Denise L Pahl Event contact phone number: 402-239-7743

Event contact Email: denpahl@gmail.com

*Signature Authorized Representative: Denise L Pahl

Local Governing Body completes below:

The local governing body for the City of _____ **OR** _____
County of _____ approves the issuance of a Special Designated License as
requested above.

Local Governing Body Authorized Signature

Date

RESOLUTION NUMBER _____

A resolution authorizing the City of Beatrice, Nebraska to enter into a Wide Area Network (“WAN”) Leasing and Services Agreement with Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library.

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 IT Director be and hereby are authorized to enter into a WAN Leasing and Services Agreement and any and all other documents necessary between the City of Beatrice, Nebraska and Unite Private Networks, LLC d/b/a Segra, whereby Segra will lease WAN Facilities and provide WAN Services to the Beatrice Public Library. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit 'A'

Wide Area Network Leasing and Services Agreement

between

Unite Private Networks, LLC d/b/a Segra
120 W 12th Street, Floor 11
Kansas City, MO 64105

and

Beatrice Public Library
100 N 16th Street
Beatrice, NE 68310

Segra ID: S0026078

Dated _____

Wide Area Network Leasing and Services Agreement

This Wide Area Network Leasing and Services Agreement is entered into by and between the Beatrice Public Library (the "Library") and Unite Private Networks, LLC d/b/a Segra ("Segra"). The Library and Segra may each hereinafter be referred to individually as a "Party" and together as the "Parties."

Recitals

A. Segra is in the business of leasing Wide Area Network facilities ("WAN Facilities") and providing telecommunications and Internet access services ("WAN Services") to school districts and other customers.

B. Following a competitive bidding process, the Library selected Segra as the most cost-effective provider of leased WAN Facilities and WAN Services to the Library.

C. The Library has received all approvals required by it to enter into this Agreement, under which Segra will lease WAN Facilities and provide WAN Services to the Library.

D. The Parties previously entered into that certain Wide Area Network Leasing and Services Agreement dated February 17, 2021 (the "2021 Agreement"). The 2021 Agreement is scheduled to expire on June 30, 2026, and this Agreement shall take its place effective July 1, 2026 without any lapse in the lease of the WAN Facilities and WAN Services in connection therewith.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Segra agree as follows:

1. WAN Facilities and WAN Services. Segra agrees to lease WAN Facilities and provide WAN Services to the Library in accordance with the terms of this Agreement, as more fully described in Schedule A attached hereto. This Agreement shall operate as a lease under applicable law. Nothing in this Agreement shall be construed to result in the transfer of title to or creation of a security interest in any part of the WAN Facilities. For clarity, Segra owns the WAN Facilities and will continue to own the WAN Facilities following the expiration or termination of this Agreement. The Library disclaims any interest it may claim in Segra's facilities, materials, equipment, fiber optic cable, and other property installed on the real property of the Library. The Library shall keep the WAN Facilities free from all liens. The Library's use of the WAN Facilities and WAN Services shall be limited to the Library. The Library may not assign, lease, or allow any other party the right to use the WAN Facilities or WAN Services without Segra's prior written consent. Any other use shall constitute an event of default under Paragraph 11(a).

2. Agreement Term. This Agreement will have a term of three (3) years, commencing on July 1, 2026. This Agreement may be extended further upon mutual agreement of Segra and the Library.

3. E-Rate Program. Upon request, Segra will work with the Library to participate in the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program") in an effort to maximize discounts available to the Library with respect to the WAN Facilities and WAN Services. However, the Library's participation in the E-Rate Program is not a condition to either Party's obligations under this Agreement.

4. Changes. Any changes to the WAN Facilities, the WAN Services, including additional services provided by Segra, will be set forth in a Statement of Understanding signed by the Library and Segra.

5. Additional Sites and Upgrades. This Agreement contemplates the possibility of additional services and service upgrades during the course of this Agreement. If the Library elects to add or upgrade services under this Agreement, the changes will be noted in a Statement of Understanding. All additional services and upgrades will have a term that is coterminous with this Agreement. The Parties agree that additional circuits and/or upgrades will be billed as a one-time cost for equipment installation and construction costs plus a monthly recurring charge that is commensurate with the Monthly Fees noted in Schedule C.

6. Delivery and Installation. Segra will deliver, install, configure, and maintain the WAN Facilities, and the Parties agree to coordinate and cooperate to schedule and facilitate all delivery, installation, configuration, and maintenance activities. Without limiting the generality of the foregoing, the Parties agree as follows:

(a) Staging, Storage, and Access. During the installation of the WAN Facilities, the Library agrees to provide Segra (i) suitable staging and storage areas at Library facilities for relevant equipment, materials, and components and (ii) access to Library facilities as may be necessary to efficiently complete the installation, as reasonably determined by Segra, provided that Segra must schedule such access with the Library in advance. Library personnel may accompany Segra personnel during installation work at any Library facility.

(b) Substitute Materials. In the event that any materials or components of or relating to the WAN Facilities are not available for timely delivery and installation, Segra may substitute materials or components of equivalent or superior functionality and performance.

(c) Site Preparation. Prior to the installation of WAN Facilities, the Library will clean and otherwise prepare all installation sites and will continue to maintain those sites (but not, for clarity, the WAN Facilities) following such installation.

(d) Debris Removal. Segra will remove from installation sites all debris resulting from the installation of WAN Facilities, including moving such debris to trash receptacles maintained by the Library. The Library will be responsible for trash removal from such receptacles.

(e) Landscaping. Segra will restore all landscaping disturbed by Segra's installation, maintenance, or removal activities. The Library will be responsible for all landscape watering, including at restored landscaping sites.

(f) Non-WAN Facilities. The Library is responsible for the installation, configuration, and maintenance of all facilities and components that are not WAN Facilities. At the Library's request, Segra may install, configure, and maintain such facilities and components, subject to Segra's standard charges, terms, and conditions.

(g) Special Needs. If additional labor or materials are needed to install or maintain the WAN Facilities due to unusual site requirements or other special needs or characteristics of the Library or its facilities, as reasonably determined by Segra and agreed to by the Library, the Library will reimburse Segra for any corresponding extra costs incurred by Segra to address those requirements, needs, or characteristics.

(h) Planning. Segra and the Library will meet prior to the installation of the WAN Facilities to formulate and finalize the installation methodology and configuration design for the WAN Facilities.

(i) Deviations. If, prior to or during the installation process, Segra, in its reasonable judgment, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Library for its approval, which the Library may not unreasonably withhold or delay; provided, however, that Segra reserves the right to make, without such approval, changes to fiber routing, conversions from underground to overhead or overhead to underground configuration to avoid obstructions, and other immaterial modifications.

(j) Timeline. Segra and the Library agree to the installation and configuration timeline set forth in Schedule B. The Library agrees to all reasonable extensions of the installation timeline necessitated by actions or inactions of the Library or otherwise resulting from circumstances beyond Segra's control.

(k) Maintenance. Segra is responsible for maintaining the WAN Facilities. The Library agrees to provide Segra with access to its facilities as may be necessary to perform maintenance, as reasonably determined by Segra, provided that, when practicable, such access must be scheduled with the Library in advance. Library personnel may accompany Segra personnel during any maintenance work at any Library facility.

(l) Service Commencement Letter. Upon completion of the installation, the Library will receive a Service Commencement Letter from Segra that states the WAN Services have been tested and are operational. The Service Commencement Letter will mark the beginning of the term noted in Section 2 above and confirm that all Segra testing has been completed satisfactorily.

(m) Assigned Library Personnel. The Library agrees to provide an individual to escort Segra personnel or subcontractors while on Library property in order for Segra to perform the installation required for the WAN Services provided under this Agreement.

7. Fees and Payment. The Library will pay for the leased WAN Facilities and the WAN Services in the amounts set forth on Schedule C attached hereto and in accordance with the following:

(a) Partial Fees. In the event any fees are payable on a monthly basis (or otherwise on a regular schedule), the fee for any partial month (or other relevant period) will be pro-rated accordingly.

(b) Due Dates and Late Payment Charges. All fees will be paid no later than thirty (30) days following the payment date specified on Schedule C or following the receipt of an invoice from Segra. If any payment obligation of the Library is more than thirty (30) days past due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at a rate equal to one and one half percent (1.5%) per month. The Library understands that the Term of this Agreement is firm and the Library's obligation to make payments shall not be impacted by the Library's actual usage of the WAN Services.

(c) Changes in WAN Facilities and WAN Services. If, pursuant to Section 4 above, the WAN Facilities or WAN Services are changed or upgraded, the Parties will agree on an appropriate adjustment or supplement to the fees set forth on Schedule C.

(d) Taxes and Additional Charges. All applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory fees, or similar liabilities charged to or against Segra or the Library because of the services furnished by Segra shall be assessed to and paid by the Library. The Library shall be required to provide documentation evidencing its exemption from any such taxes or fees.

(e) Billing Method. Until the Library receives its Funding Commitment Decision Letter ("FCDL") from USAC, Segra will invoice under the Billed Entity Applicant Reimbursement Method ("BEAR Method"), which is the total amount before applying the Library's USAC discount. Upon the Library's notification to Segra of an affirmative FCDL, the Library may request that Segra provide its billing method option letter to allow the Library to choose its preferred method of billing. Segra will invoice the Library using the BEAR Method until the Library fulfills all Segra requirements to elect another USAC-approved payment method.

8. Library Agreements and Acknowledgements. The Library agrees as follows:

(a) Adequacy of WAN Services. The Library acknowledges that the WAN Facilities and WAN Services described in Schedule A meet the Library's requirements.

(b) Security. The Library is responsible for providing commercially reasonable security at or on Library facilities or properties where WAN Facilities are installed.

(c) Compliance with Law. Segra and the Library agree that the WAN Services and WAN Facilities shall not be used in a manner that could be construed as a violation of this Agreement, laws, regulations, orders, or rules of any governmental authority having jurisdiction.

(d) Library Personnel. The Library will ensure that its personnel, contractors, and users are educated and trained in the proper use and operation of the WAN Facilities for the WAN Services.

(e) Space and Power. The Library will provide all necessary space and power required for the installation and operation of the WAN Facilities at each Library location.

(f) Authority; Non-Violation. The Library represents and warrants that the execution, delivery, and performance of this Agreement does not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of the Library or any agreement or instrument to which the Library is a party or by which the Library is bound.

(g) Insurance. The Library will procure and maintain insurance policies covering all loss and damage to the WAN Facilities located at facilities under the Library's control, including without limitation all materials and components located at Library facilities prior to, during, or after the installation process. The Library will cause such insurance policies to (i) name Segra as an additional insured, (ii) be endorsed to require at least thirty (30) days' written notice to Segra prior to the effective date of any termination of coverage, and (iii) provide that the insurer(s) will have no rights of recovery against Segra in the event of any payment of any loss or damage. Upon request by Segra, the Library will provide proof of insurance meeting the requirements of this Section 8(g).

(h) Intrastate Traffic. The Library certifies that for the duration of this Agreement, including renewals, the average interstate traffic (including Internet and international traffic) will constitute ten percent (10%) or less of the total traffic on the WAN Facilities provided by Segra. The Library is responsible for notifying Segra if the Library's average usage exceeds this 10% threshold.

9. Segra Warranties and Disclaimers. Subject to Section 17(i) below, Segra agrees as follows:

(a) Compliance with Law. Segra represents and warrants that it will comply with all applicable laws.

(b) Authority; Non-Violation. Segra represents and warrants that (i) this Agreement has been duly authorized, executed, and delivered by Segra, and (ii) the execution, delivery, and performance of this Agreement do not and will not conflict with, breach, or otherwise violate any of the organizational or governing documents of Segra or any agreement or instrument to which Segra is a party or by which Segra is bound.

(c) Non-WAN Facilities and Services. Segra makes no representation or warranty whatsoever regarding services, facilities, or components that are not provided by Segra under this Agreement.

(d) Disclaimer. Segra MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, REGARDING THE WAN FACILITIES OR WAN SERVICES AND SPECIFICALLY DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE ENFORCEMENT OF ANY MANUFACTURER'S WARRANTIES AND GUARANTEES. No defect, unfitness, or other condition of WAN Facilities or WAN Services shall relieve the Library of the obligation to perform any obligations under this Agreement.

10. Alterations and Attachments. The Library may not make any alterations or attachments to the WAN Facilities without Segra's prior written consent. Segra shall have no maintenance or other obligations whatsoever with respect to any alterations or attachments the Library makes to the WAN Facilities. If Segra provides any maintenance or other services in respect of any such alterations or attachments, Segra will provide such services subject to its standard charges, terms, and conditions. Segra is not responsible for any malfunction or performance issues related to the WAN Facilities or WAN Services, or any inability of Segra to satisfy its obligations under this Agreement, caused by, or resulting from, any action or inaction by the Library. The Library is solely responsible for, and agrees to indemnify Segra against, all claims and damages caused by, or resulting directly or indirectly from, any alteration or attachment made to the WAN Facilities by the Library.

11. Termination. Either Party may terminate this Agreement for cause by giving written notice to the other party, and this Agreement will be terminated immediately upon such notice, as follows:

(a) By Segra. Segra may terminate this Agreement for cause in the event of (i) the Library's failure or refusal to make any payment due to Segra hereunder within ten (10) days after the Library receives written notice from Segra of such failure or refusal, or (ii) the Library's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period not to exceed thirty (30) days, or (iii) illegal, unethical, or other acts of the Library tantamount to misconduct.

(b) By the Library. The Library may terminate this Agreement for cause in the event of (i) Segra's continuing failure or refusal to perform any material obligation under this Agreement, subject to a reasonable cure period, or (ii) Segra's violation of applicable laws or regulations related to its performance under this Agreement, subject to a reasonable cure period; or (iii) illegal conduct by Segra.

For clarity, upon the termination of this Agreement under Section 11(a), Segra will be entitled to recover all fees that would have been payable to Segra under this Agreement for its full term. The Parties agree that such fees are to be construed as liquidated damages and not a penalty.

By executing the Agreement, the Library warrants that the Library has funds appropriated and available to pay all amounts due hereunder through the end of the Library's current fiscal period. The Library further agrees to request all appropriations and funding necessary to pay for the WAN Services for each subsequent fiscal period through the end of the Agreement Term. In the event the Library is unable to obtain the necessary appropriations or funding for the WAN Services provided under this Agreement, the Library may terminate the WAN Services without liability for termination charges upon the following conditions: (i) the Library has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite the Library's best efforts, funds have not been appropriated and are otherwise unavailable to pay for the WAN Services; and (iii) the Library has negotiated in good faith with Segra to develop revised terms, an alternative payment schedule, or a new agreement to accommodate the Library's budget. The Library must provide Segra no less than thirty (30) days' written notice of its intent to terminate the WAN Services. Termination of the WAN Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If the Library terminates the WAN Services for failure to appropriate funds under the terms of this provision, the Library agrees to pay all amounts due for the WAN Services incurred through date of termination, reimburse Segra for all unrecovered costs incurred to provision the WAN Services, and not to contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

12. Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, Segra may remove any WAN Facilities and the Library agrees to cooperate in any such removal by Segra.

13. Confidential Information. Each Party acknowledges (a) that it will have access to confidential information of the other Party, (b) that such information constitutes valuable, special, and unique property of the other Party, and (c) that no right or license is granted to such Party with respect to such information, except as specifically set forth in this Agreement. Each Party agrees that it will not at any time, in any manner whatsoever, whether directly or indirectly, disclose to any person or entity, or use, any confidential information of the other Party, except as required by law or as necessary for the performance or enforcement of this Agreement. For purposes of this Agreement, the term "confidential information" means all non-public and proprietary information that is disclosed or made available, including, without limitation, the terms of this Agreement and any non-public information concerning a Party's business, operations, plans, processes, products (including related manuals and support materials), systems, marketing information, diagnostics, specifications, know-how, personnel, patrons, students, or data of any kind. Each Party will ensure that its employees and other representatives comply with the confidentiality obligations under this Agreement. Each Party agrees that it will not copy the confidential information of the other Party other than as necessary to perform under this Agreement. Upon request, or upon the termination or expiration of this Agreement, each Party agrees to return or destroy any confidential information of the other Party in its possession. The Parties acknowledge that remedies at law may be inadequate to protect against any actual or threatened breach of the confidentiality obligations under this Agreement, and, without prejudice to any other rights and remedies otherwise available, agree to the granting of injunctive relief without proof of actual damages. The Parties agree that this Section 13 will survive the termination or expiration of this Agreement.

14. Independent Contractor Status. Nothing contained herein may be construed as making the Parties partners or joint venturers or creating a principal and agent relationship. Neither Party has any authority to create any obligation or responsibility on behalf of, or in the name of, the other Party.

15. Notices. Any notice, demand, waiver, or consent under this Agreement must be in writing and delivered by electronic mail or by prepaid registered or certified mail (with return receipt requested), or by a national overnight courier service, addressed as follows:

If to Segra: Unite Private Networks, LLC d/b/a Segra
 Attn: Legal Department
 120 W 12th Street, Floor 11
 Kansas City, MO 64105
 SegraLegal@SegraFiber.com

If to the Library: Beatrice Public Library
 100 N 16th Street
 Beatrice, NE 68310

Copy to: _____

All such notices, demands, waivers, and consents will be effective upon receipt or refusal of delivery, whichever occurs first. Either party may change its address or contact information for purposes of this Section 15 by giving notice to the other party in accordance with this Section 15.

16. Force Majeure. Neither Party will be liable for the failure to fulfill its obligations under this Agreement to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; damage to fiber or facilities caused by a third party; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Furthermore, neither Party will be liable for delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items needed for the installation or operation of the WAN Facilities.

17. Miscellaneous.

(a) Waivers. Any failure or delay by either Party in exercising any right or remedy under this Agreement will not constitute a waiver of that right or remedy. Any waiver by either Party of any right or remedy under this Agreement must be in writing and signed by the Party waiving the right or remedy.

(b) Governing Law. The laws of Nebraska govern this Agreement, without regard to conflicts of law principles. The Parties agree that any action related to this Agreement shall be brought under the jurisdiction and venue of the state of Nebraska regardless of the appropriateness of any other jurisdiction.

(c) Entire Agreement. This Agreement, including the schedules attached hereto, constitutes the entire contract between the parties with respect to the subject matter hereof, and supersedes any and all other prior agreements or understandings, written or oral, including any and all documents exchanged between the parties in any competitive bidding process for the WAN Facilities and the WAN Services (or similar facilities and services).

(d) Amendments. Any amendment to this Agreement must be in writing and signed by both Parties.

(e) Assignment. Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably delayed or withheld. Notwithstanding the preceding sentence, Segra may, without the Library's consent, (i) assign its rights and obligations under this Agreement to an affiliate, (ii) assign its right to receive payments under this Agreement to any creditor, and (iii) assign its rights and obligations under this Agreement to an entity acquiring all or substantially all of Segra's assets. Any purported assignment prohibited by this provision will be null and void.

(f) Successors and Assigns. This Agreement is binding upon and inures to the benefit of the successors and permitted assigns of the Parties.

(g) Headings. The headings contained in this Agreement are for convenience of reference only and may not be utilized in construing or interpreting this Agreement.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but which together will constitute but one and the same instrument.

(i) Limitations on Damages. Segra will not be liable to the Library for any indirect or consequential damages, including but not limited to lost profits or business

revenue, lost business, failure to realize expected savings, lost or damaged data, other commercial or economic loss of any kind, whether or not such damages are foreseeable.

(j) Construction. This Agreement is to be construed as the joint and equal work product of the Parties and may not be interpreted more or less favorably in respect of either Party on account of its preparation or drafting.

(k) Delivery by Email Transmission. This Agreement may be delivered by electronic transmission of signed signature pages.

(l) Severability. In the event that any term or provision of this Agreement is held invalid or unenforceable by any court having jurisdiction over this Agreement, (i) the portion(s) of the Agreement ruled invalid or unenforceable and all related provisions shall be addressed by the Parties via an amendment that shall substitute valid and enforceable provisions; and (ii) it will not affect the validity or enforceability of the remaining terms and provisions of this Agreement not otherwise addressed within the amendment.

(m) Waiver of Jury Trial. Each Party waives trial by jury with respect to any dispute regarding or arising under this Agreement.

(n) Time Limit for Legal Actions. All legal action, regardless of its form, relating to or arising under this Agreement must be commenced within the requisite period of time required for such action under applicable statute(s) of limitation.

(o) Dispute Resolution. Each Party agrees to work in good faith with the other party in an effort to resolve the disputed matter prior to pursuing formal legal remedies.

[Signature Page Follows]

Confidential

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of each Party as of the day and year first above written.

Unite Private Networks, LLC d/b/a Segra

Name: _____

Title: _____

Date: _____

Beatrice Public Library

Name: _____

Title: _____

Date: _____

Schedule A – WAN Facilities and WAN Services

WAN Facilities:

Digital transmission service provided by single mode fiber optic links to all schools as noted in the WAN Services section below. All facilities will have one (1) Gigabit/second of transport, as noted in the WAN Services section below.

WAN Services:

One (1) Gigabit Ethernet bandwidth capacity over single-mode fiber optic cable to the following Library locations:

Circuit 1 - E-Line - E-Rate ()			
<u>Location A</u>		<u>Location Z</u>	
Site Name	ESU #5	Site Name	Beatrice Public Library
Address	900 W Court St Beatrice, NE 68310	Address	100 N 16th St Beatrice, NE 68310

Schedule B – Installation Timeline

This Agreement shall commence on July 1, 2026.

Schedule C – Fees and Payment Schedule

Non-Recurring Fees

1. None.

Recurring Fees

1. **Monthly Fees.** Monthly lease payments of \$345.00 for a period of thirty-six (36) months beginning on July 1, 2026.
2. **Annual Fees.** None.

Other Fees

In accordance with Section 7(d), all applicable taxes and fees including, but not limited to, federal, state, local use, excise, gross receipts, sales or privilege taxes, occupation taxes, duties, regulatory

Confidential

fees or similar liabilities shall be paid by the Library in addition to the regular charges under this Agreement unless the Library provides sufficient evidence of its exempt status.

Additional Sites and/or Upgrades

If the Library elects to add or upgrade services in accordance with Section 5, the Parties agree that these changes will be billed to the Library as a non-recurring cost to cover incremental equipment and construction costs plus a recurring charge that is commensurate with the fees in this Schedule C, which will be codified in a Statement of Understanding to be signed by the Parties.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice has a self-funded employee health plan for which it retained Allegiance Benefit Plan Management, Inc., (“Allegiance”) to provide certain administrative services to the plan pursuant to the Administrative Services Agreement dated May 15, 2023 (the “Agreement”); and

WHEREAS, the City of Beatrice and Allegiance desire to amend the Agreement to reflect the increase in administrative fees paid by the City to Allegiance pursuant to said Agreement.

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

SECTION 1. That the Mayor, City Administrator, and City Clerk are hereby authorized to execute the Amendment to Administrative Service Agreement with Allegiance, and any and all other documents necessary to effectuate said Amendment. A copy of said Amendment marked as “Exhibit A”, is attached hereto, incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

**AMENDMENT to ADMINISTRATIVE SERVICES AGREEMENT
and APPENDIX A
to the ADMINISTRATIVE SERVICES AGREEMENT
Between
CITY OF BEATRICE/BOARD OF PUBLIC WORKS and ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.**

Effective January 1, 2026, the Plan Sponsor, **CITY OF BEATRICE/BOARD OF PUBLIC WORKS**, and the TPA, **ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.**, hereby agree that the Administrative Services Agreement and Appendix A to the Administrative Services Agreement ("Agreement") between the parties for the period January 1, 2025 through December 31, 2026, are hereby amended and made a part of that Agreement as set out below:

Administrative Services Agreement: Article III: The TPA's Responsibilities:

Relacing section 3.13 with the language below:

3.13 Provide all reports available through Cedar Gate Technologies (Deerwalk) reporting.

Replacing the 2nd paragraph of section 3.16 with the language below:

Specific to these services, the Plan Sponsor adopts for the Plan all screening criteria used by TPA and its affiliated companies including, but not limited to:

- Most recent edition of the Milliman USA Optimal Recovery Guidelines for medical/surgical, behavioral health, and post-acute care admission reviews, and all Addenda
- American Society of Addiction Medicine (ASAM), 4th Edition, Patient Placement Criteria-2R or its most current version.

Administrative Services Agreement: Appendix A: Fee Schedule and Financial Arrangement:

Replacing Appendix A with the following Appendix A:

**I
Fee Schedule**

The Plan Sponsor and the TPA hereby agree to the compensation schedules set forth below as being the sole compensation to the TPA for the performance of its obligations under this Agreement. Monthly fees are based upon Plan Participant enrollment as of the beginning of each month.

- A. Administration fee of \$28.90 per Plan Participant per month, which fee shall include services for production and maintenance of Plan Documents/Summary Plan Description, plan building, amendment production, plan document compliance, applicable state and federal regulatory compliance and production and mailing via bulk mail to the Plan Sponsor of health plan identification cards, and all of the following services that are checked:
- Medical Claims
 - Rx Coordination
 - Case Management Fee
 - Cedar Gate Technologies (Deerwalk)
 - Consolidated Billing
 - COBRA services provided by Allegiance COBRA Services, Inc., pursuant to the COBRA Administrative Services Agreement attached hereto. (In addition to this fee, the TPA will also retain two (2) percent of all COBRA premiums as fees for COBRA services.)
 - pre-certification, continued stay review, concurrent utilization review, or coordination of large case management referrals.
 - PBM management fee for regular eligibility maintenance, file maintenance, ID card production, reporting customer service assistance and other services performed by the TPA in connection with the PBM agreement for and on behalf of the participating Plan. Any administrative fees charged by the Pharmacy Benefit Management (PBM) company that is utilized by the Plan pursuant to written agreement with the Plan, the PBM and the TPA, will be paid by Plan Sponsor

Plan materials will be delivered to the Plan Sponsor. An additional postage and handling fee will be paid to the TPA for mailing materials to individual Plan Participants.

B. Allegiance Care Management Medical Review fees:

Doctors: \$275.00/hour
Nurses: \$100.00/hour

C. Hourly fee of \$175.00 for Ad-Hoc Reporting (customized reports, changes to standard reports, correspondence, documents or other materials).

D. Hourly fee of \$175.00 for welfare plan consulting. Such services must be agreed to in advance by the Plan Sponsor.

E. Hourly fee of \$175.00 for audit assistance services as described in Article III of this Agreement. This Hourly fee of \$175.00 also applies to audit assistance services and any other services provided by the TPA after termination of this Agreement and in the absence of a separate Run Out Services Agreement or for services not fully described in a separate Run Out Services Agreement. Services must be agreed to in advance by the parties.

F. Hourly fee of \$175.00 for non-standard stop loss services during the term of this Agreement. Hourly fee of \$175.00 for any stop loss reimbursement services provided by the TPA after termination of this Agreement in the absence of a separate Run Out Services Agreement or for services not fully described in a separate Run Out Agreement. Services must be agreed to in advance by the parties.

G. Hourly fee of \$175.00 for special programming requests or research including production of any special claims history reports. Such services must be agreed to in advance by the Plan Sponsor.

H. Special Reports requested by the Plan Sponsor and produced by the TPA upon prior agreement as to report(s) and fee(s).

I. Final fee of \$500.00 for providing eligibility/enrollment files in electronic format acceptable to TPA without special programming to the Plan Sponsor (if requested in writing).

J. Final fee of \$1,500.00 for providing Claims history file in electronic format acceptable to TPA without special programming to the Plan Sponsor (if requested in writing).

K. A fee equal to the actual costs for printing a Summary Plan Description Booklet, together with costs of shipping for each booklet.

L. Check customization, customized printed material, special statistical reports other than those enumerated in this contract, special medical underwriting, calculation of or completion of any documentation necessary for new taxes assessed against the Plan, or other services mutually agreed upon will be billed separately at the rate of \$175.00 per hour for such services. Such services must be agreed to in advance by the Plan Sponsor.

M. A fee of \$175.00 per hour for time expended producing and providing information to agents, consultants or brokers for whom the Plan Sponsor requests Plan information be provided, together with any postage, shipping and copying costs. Paper copies will be billed at fifteen (\$0.15) cents per copy and electronic copies shall be billed at \$500.00 per disk in DBC or ASCII format only.

N. The amount charged for PPO access fees and all other cost containment fees for any Preferred Provider Organization, claim negotiation company or cost containment vendor shall be equal to the amount charged by the PPO or Claims Negotiation Company. The Plan Sponsor will receive a report that outlines the total billed charges, the total discounts obtained, the net claims cost and the total claim savings to the Plan. The TPA may be paid a fee or a percentage of net savings payable to TPA, its parent or its affiliates, realized as a result of any negotiation or reduction in the amount of claims paid or any recovered funds obtained by TPA through employment of cost containment companies or outsourced claims editing service for unbundling and other erroneous or unacceptable medical billing practices. Specific fees at the inception of this contract for which a per Participant per month rate is charged are:

\$ 7.09 per Plan Participant per month for Cigna OAP

O. Any mandatory fees charged by Network or Preferred Provider organizations based upon pay for performance criteria required of network providers, which fees will be paid upon receipt of billing statement from the Network or Preferred Provider organization.

P. Funds held in accounts by TPA, until paid out for benefits, may accrue interest. The interest accrued will be retained by TPA as reasonable compensation and fees for fees assessed on the accounts, for paper, printing and postage, record keeping and account reconciliation, bank service fees, trust tax return preparation; and SSAE-18 and related trust activities audit fees.

Q. Pursuant to Section 2.7 of the Agreement, TPA has secured services of Cigna Health and Life Insurance Company (CHLIC) in order to assist TPA with TPA's performance of various services. CHLIC is not a party to the Agreement or this Amendment. CHLIC may directly or indirectly contract with pharmaceutical manufacturers, or other third parties, for payments, including rebates, service fees, and other remuneration, on CHLIC's own behalf and for its own benefit, as part of its global business efforts. CHLIC negotiates, contracts, and receives such payments not as part of CHLIC's compensation for any services it provides to the Employer or the Plan. Accordingly, CHLIC retains all right, title and interest to any and all such rebates, services fees, or other remuneration that CHLIC receives pursuant to its contracts with pharmaceutical manufacturers; neither Employer, its Members, nor the Plan retains any beneficial or property interest in any such contract remuneration, which shall be considered part of the general assets of CHLIC, and are not assets of any other party, including without limitation the Plan.

TPA will provide payments to Plan that shall be calculated based on the rebates from pharmaceutical manufacturers that CHLIC receives, pursuant to its contracts with pharmaceutical manufacturers, for certain drugs billed through the medical benefits, with respect to the Plan. TPA will provide programming, filing, reporting, accounting, processing, and maintenance services in order to process and account for such payments with respect to the Plan's utilization. TPA shall remit payments to the Plan that are calculated based on 75% of rebates that CHLIC receives from pharmaceutical manufacturers, pursuant to CHLIC's contracts with the manufacturers, for certain drugs billed through medical benefits for the Plan. TPA will be compensated for the services identified in this Agreement in an amount based on 25% of the aforementioned rebates that CHLIC receives. TPA shall remit the payments to Plan on a quarterly basis.

CHLIC retains all right, title and interest in its proprietary contracts, and to any and all such rebates or other remuneration received from pharmaceutical manufacturers or other third parties. CHLIC is not and shall not be deemed to be a party to this Agreement for any purpose.

Payments under this section are not guaranteed.

R. **Regulatory Compliance Fees (subject to change with additional CAA requirements/regulations or other federal regulatory requirements):**

Transparency machine readable file maintenance fee of \$100.00 per month.

QPA/Mediation fees of 13% of savings, and as applicable federal mediator's fee set by law.

ID Card reprint: Pass through of Allegiance's costs.

Continuity of Care fee of \$12.00 per COC letter sent and up to \$275.00 per case for case review.

NQTL analysis:

- A fee of \$450.00 per hour for preparation of an NQTL analysis report by the TPA.
- A fee of \$450.00 per hour for time expended producing and providing information available to the TPA for the Plan Sponsor or its agent, consultant or broker to prepare an NQTL analysis report.
- The TPA assumes none of the Plan's responsibility or liability for preparing an NQTL analysis report or for assisting the Plan with preparing or providing the information related to an NQTL analysis.

A pass through fee to TPA's provider search and cost transparency tool vendor for maintenance of all shoppable procedures files website as required by the Consolidated Appropriations Act, 2021 (CAA) of \$1.00 per Plan Participant per month.

S. **Zelis:** A pass through of fees to Zelis based on Allegiance's contract with Zelis for services related to claims editing and payment integrity.

T. As applicable, fee of \$3,000.00 per year or \$350.00 per file per data feed to any external vendor with the exception of approved Pharmacy Benefit Managers (PBMs), Stop-Loss Carriers, and Eligibility/HRIS vendors.

As applicable, fee of \$1,800.00 per year per eligibility feed using Allegiance's standard 834 format to any external vendor with the exception of approved Pharmacy Benefit Managers (PBMs), Stop-Loss Carriers, and Eligibility/HRIS vendors.

U. TPA will issue Massachusetts Form 1099 HC to Covered Persons over 18 years of age residing in the state of Massachusetts for a fee of \$3.50 per form.

V. Gag Clause Prohibition Attestation

Plan delegates TPA to act as its authorized representative to file the gag clause prohibition attestation as required by the Consolidated Appropriations Act, 2021 (CAA) for only: (1) Cigna network contracts; (2) Montana Allegiance Direct network contracts; (3) this Agreement; and (4) (if applicable) any pharmacy arrangements where Allegiance holds the contract or maintains the contract for the Plan.

The Plan shall attest or delegate another entity to attest on the Plan's behalf annually on or before December 31st as required by the CAA for the contracts not specifically identified in the above paragraph.

II

Funding and Fee Payment Terms

Allegiance Benefit Plan Management, Inc., will establish and maintain a zero balance Claims Payment Account for payment and reimbursement of Covered Services.

TPA will notify Plan Sponsor or its designee on a weekly basis of amount required to be deposited to the Claims Payment Account to pay claims after they have been processed for payment. Notification of the amount required to be deposited will take place as follows:

On Monday of each week (Tuesday, if Monday coincides with a recognized Federal holiday), an electronic notification will be provided to Plan Sponsor that the weekly report of claims processed for payment is available on TPA's secured website.

Upon approval from Plan Sponsor, TPA will effect an electronic withdrawal of funds from an account designated by Plan Sponsor on a Debit Authorization form.

TPA will generate a monthly bill for fees. Payment of monthly billing will be as follows:

On or about the 15th of each month, TPA will provide an electronic notification to Plan Sponsor that the monthly bill is available on TPA's secured website.

Plan Sponsor will remit payment by wire transfer for the monthly bill by the 10th day of the month following the date billing notification is received.

III

Stop Loss Arrangement

The Plan Sponsor agrees to do the following:

Purchase and maintain Stop Loss insurance and provide a copy of the Stop Loss contract to the TPA prior to the effective date of this Agreement.

Excess loss insurance will be purchased with Employer contributions or funds and NOT with Employee contributions or Plan Assets.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on their behalf by their duly authorized representatives' signatures, effective as of the date first written above.

CITY OF BEATRICE/BOARD OF PUBLIC WORKS

400 Ella Street
Beatrice, NE 68310

ALLEGIANCE BENEFIT PLAN MANAGEMENT, INC.

2806 S. Garfield St.
Missoula, MT 59801

By: Tobias Templemeyer City Administrator
(Name/Title)

By: Stephen A. Tahta
President & CEO

By: _____
(Signature)

By: _____
(Signature)

Date: _____

Date: _____

RESOLUTION NUMBER _____

WHEREAS, Evalyn M. Fitzwater, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991 (“Evalyn”), owns Quonset No. 6, which is located upon property leased from the City of Beatrice, Nebraska (the “Lease”); and

WHEREAS, Evalyn desires to assign all of her right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater (the “Assignment”); and

WHEREAS, the Assignment transfers only Evalyn’s ownership interest in Quonset No. 6, and does not transfer any of her leasehold interest in the Lease; and

WHEREAS, the Mayor and City Council for the City of Beatrice, Nebraska desire to consent to the transfer of Evalyn’s ownership interest in Quonset No. 6.

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

SECTION 1. That the Mayor and City Council for the City of Beatrice, Nebraska hereby consent to the assignment of Evalyn M. Fitzwater’s, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991 right, title, and interest in and to Quonset No. 6 to Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater. A copy of said Assignment, marked as Exhibit “A”, is attached hereto and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

ASSIGNMENT OF IMPROVEMENT ON LEASED LAND

THIS ASSIGNMENT OF IMPROVEMENT ("Assignment") is made and entered into effective as of the ___ day of _____, 2025, by and between Evalyn M. Fitzwater, Trustee of the Evalyn M. Fitzwater Living Trust u/a dated December 5, 1991 ("Assignor"), and Scott W. Fitzwater, Pamela S. Johansen, and Todd B. Fitzwater (collectively, "Assignees").

1. **Assignment of Improvement Only.** Assignor hereby assigns, transfers, and conveys to Assignees all of Assignor's right, title, and interest in and to the following improvement located on the real property described in Exhibit A (the "Premises"): A quonset hut, together with all components, fixtures, and appurtenances owned by Assignor (the "Improvement").

2. **No Assignment of Lease.** This Assignment transfers only the Improvement. Nothing in this Assignment shall be construed as an assignment, transfer, delegation, or conveyance of Assignor's leasehold interest, any rights under the lease pertaining to the Premises ("Lease"), or any obligations owed by Assignor to the landlord under the Lease. Assignor remains the tenant under the Lease, and Assignees acquire no leasehold or tenancy rights by virtue of this Assignment.

3. **Access Rights.** Assignor grants Assignees the temporary and non-exclusive right to enter upon the Premises at reasonable times for the limited purpose of inspecting, maintaining, repairing, or removing the Improvement. This right is personal to the Assignees and does not create any real property interest or tenancy.

4. **Responsibilities of Assignees.** Assignees shall be responsible for any removal of the Improvement (if removed), repairing any damage to the Premises caused by such removal, and complying with any applicable requirements of the Lease concerning restoration of the Premises.

5. **"As-Is" Transfer.** The Improvement is transferred in its existing "AS-IS, WHERE-IS" condition, with no representations or warranties of any kind, express or implied, except as expressly contained in this Assignment.

6. **Indemnification.** Assignees agree to indemnify and hold Assignor harmless from any claims, liabilities, damages, or costs arising out of Assignees' ownership, use, maintenance, or removal of the Improvement.

7. **Further Assurances.** The parties agree to sign and deliver such additional documents as may reasonably be required to accomplish the purposes of this Assignment.

8. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.


ASSIGNOR:

Evalyn M. Fitzwater, Trustee
of the Evalyn M. Fitzwater Living Trust
u/a dated December 5, 1991


Evalyn M. Fitzwater, Trustee

ASSIGNEES:


Scott W. Fitzwater


Pamela S. Johnson Johnson


Todd B. Fitzwater

Title	Assignment of Improvement.pdf
File name	Assignment%20of%20Improvement.pdf
Document ID	a8976e759db4851c1c630d48278f67ceae11c8a4
Audit trail date format	MM / DD / YYYY
Status	● Signed

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- 
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IP: 108.243.126.254
- 
 SIGNED

03 / 27 / 2026
00:51:19 UTC

Signed by Todd Fitzwater (tbfitzwater@prodigy.net)
IP: 108.243.126.254
- 
 COMPLETED

03 / 27 / 2026
00:51:19 UTC

The document has been completed.

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska, is an eligible unit of a general local government authorized to file an application under the Housing and Community Development Act of 1974 as amended for Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Beatrice was awarded a Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) Community Development Block Grant (“CDBG”) from the Nebraska Department of Economic Development (“NDED”) for a Downtown Revitalization Project (“23-DTR-002”); and

WHEREAS, the Mayor and City Council for the City of Beatrice, Nebraska desire to submit Payment Request #9 to the Nebraska Department of Economic Development for the reimbursement of eligible costs under said grant program.

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

SECTION 1. That the Mayor and City Administrator are authorized and directed to proceed with the formulation of any and all applications, contracts, documents or other memoranda between the City of Beatrice, Nebraska and the Nebraska Department of Economic Development submit Payment Request #9 to the Nebraska Department of Economic Development for the reimbursement of eligible costs under said grant program.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



4/1/2026

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

RE: City of Beatrice Grant #23-DTR-002 Drawdown #9

Dear Mr. Tempelmeyer:

Enclosed is Drawdown #9 for the Downtown Revitalization project. After you have reviewed the materials, please have Mayor Robert Morgan and yourself sign the Drawdown (DD) as noted and mail the original DD form back to SENDD for processing. Please sign all documents in **"BLUE INK"** and place in File #4.

After the drawdown documents are submitted and approved by the Department of Economic Development (DED), the City can expect an automatic transfer from the DED within at least 10-30 business days that will be deposited into the designated Community Development Block Grant (CDBG) account. Once received, please write the following check(s):

Drawdown #9: The following #14E Commercial Rehabilitation bill has not yet been paid:			
Activity Code	Total	CDBG	Match
#21A: General Administration	\$0.00	\$0.00	\$0.00
#14E: Commercial Rehabilitation Blackburn Tech. - 115 N. 5th St.	\$11,091.42	\$6,654.85	\$4,436.57
#14E: Construction Management	\$0.00	\$0.00	\$0.00
Totals:	\$11,091.42	\$6,654.85	\$4,436.57

SENDD is an Equal Opportunity Employer

7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org



According to the above figures, the City should make the following payments:

Activity Code: #14E Commercial Rehabilitation

Amount: \$6,654.85

To: Blackburn Technologies, LLC

Mailing Address: 115 N. 5th Street, Beatrice NE 68310

NOTES:

1. Upon completed processing at NDED/State, the CDBG funds will be electronically deposited in the identified City's account. **Please disperse NDED funds within five days;** otherwise, it may result in a finding during monitoring.
2. If you make a payment with local funds before the CDBG funds are electronically deposited in your City account, that will be "reimbursement" and those funds are no longer considered "federal" and may be transferred to local accounts as you wish.
3. Please remember to keep copies of the checks made as payment for CDBG activities and keep copies of the bank statements showing deposits of CDBG funds and clearance of checks distributed. **Once funds have cleared your bank account, please send all source documentation, including a copy of the canceled check, the corresponding bank statement, and a copy of this cover letter to your grant administrator.**

Please feel free to give me a call at (402) 475-2560 if you have any questions.

Sincerely,

James Owens

James Owens

Sr. Community Development Specialist

SENDD is an Equal Opportunity Employer



7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org





Request for Funds (Drawdown/Payment Request)
Community Development Block Grant Program
 Nebraska Department of Economic Development

Name of Subrecipient (Local Unit of Government) City of Beatrice			Mailing Address 400 Ella Street		City Beatrice	State NE	ZIP 68310
CDBG Agreement Number 23-DTR-002	Federal Identification Number 47-6006092	DUNS Number	UEI Number SDA1U4LQJ5E9	SAM Expiration Date 12/12/2026	Number sequence order of funds 9	Final Drawdown	DED Program Representative Gina Doose

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	\$ 203,792.22
2. Add: Program Income Received to Date (exclude RLF)	
3. Subtotal	\$ 203,792.22
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$ 203,792.22
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	

Part II – CASH REQUIREMENTS (Identify all activities listed in the CDBG Agreement, even if funds are not being requested.)

Activity/Budget Category	#21A General Administration	#14E Construction Management	#14E Commercial Rehabilitation				TOTAL
1. Total Cash Requirements To Date	\$ 22,162.82	\$ 5,915.00	\$ 250,431.02				\$ 278,508.84
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)			\$ 68,061.77				\$ 68,061.77
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$ 22,162.82	\$ 5,915.00	\$ 175,714.40				\$ 203,792.22
4. Total Current Cash Requirements			\$ 6,654.85				\$ 6,654.85
5. Less: Unpaid Previous Request.							
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							
7. Net Amount of Federal Funds Requested							\$ 6,654.85

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award, I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). I also certify that the amount of the request for federal funds is not in excess of current needs.

Signature of Authorized Official (Mayor/Board Chairman)	Typed Name of Authorized Official Robert Morgan, Mayor	Date
Signature of Authorized Official (Clerk/Treasurer)	Typed Name of Authorized Official Tobias Tempelmeyer, City Administrator	Date
Person Preparing Request for CDBG Funds Form Name: James Owens	Organization: Southeast Nebraska Development District	Telephone Number: 402-475-2560
		Email: aallen@sended.org

PLEASE REFER TO INSTRUCTIONS FOR ADDITIONAL GUIDANCE. **INCOMPLETE OR INCORRECT FORMS WILL NOT BE PROCESSED**

***To update calculations, either tab two (2) fields or click on a different field with your mouse.

City of Beatrice Downtown Revitalization Contract Obligation Spreadsheet

Recipient City of Beatrice		Elected Official Robert Morgan		Clerk/City Admin. Tobias Tempelmeyer		SENDD Admin James Owens		Approval	
CDBG Grant # 23-DTR-002		DED Program Rep. Gina Doose		Clerk/Admin Email ttempelmeyer@beatrice.ne.gov		SENDD Admin Email lowens@sendd.org			
Mailing Address	400 Ella St	SOURCES		21A General Admin.	14E Const. Mgmt	14E Commercial Rehab		TOTAL	
Fed. ID #	47-6006092	CDBG	\$ 25,000.00	\$ 10,000.00	\$	400,000.00	\$	435,000.00	
DUNS		OTHER (Business)	\$ -	\$ -	\$	100,000.00	\$	100,000.00	
UEI	SDA1U4LQJ5E9		\$ -	\$ -	\$		\$	-	
Release of Funds	5/21/2024								
Program Income	No	TOTAL	\$ 25,000.00	\$ 10,000.00	\$	500,000.00	\$	535,000.00	
Sam.gov Expiry	12/12/2026	% CDBG	100.00%	100.0000%		80.0%			
Amendment #	n/a	% Other Business				20.0%			
Contract End Date	5/14/2026	HCF	0.00%	0.0000%		0.0%			
USDA/Other Reporting		LB840	0.00%	0.0000%		0.0%			
		1.Total Cash Requirements to Date	\$ 22,162.82	\$ 5,915.00	\$	250,431.02	\$	278,508.84	Current Fund Request 9
		2.Local Funds Disbursed	\$ -	\$ -	\$	68,061.77	\$	68,061.77	7. Net Fund Request \$ 6,654.85
		3.Federal Funds Disbursed	\$ 22,162.82	\$ 5,915.00	\$	175,714.40	\$	203,792.22	Fed Funds Disbursed \$ 203,792.22
		4.Total Cash Required to Date	\$ -	\$ -	\$	6,654.85	\$	6,654.85	Local Funds Disbursed \$ 68,061.77
		5. Total Funds Remaining	\$ 2,837.18	\$ 4,085.00	\$	249,568.98	\$	256,491.16	Funds Remaining \$ 256,491.16
Previous Fund Requests	Submit Date	Net Amount of Fed. Fund Request	21A General Admin. CDBG	14E Const. Mgmt CDBG	14E Commercial Rehabilitation			Disbursement Date	
					INVOICE TOTAL	CDBG	LOCAL		
1		\$ 7,729.50	\$ 7,729.50	\$ -	\$ -	\$ -	\$ -	-	
2		\$ 10,548.32	\$ 8,133.32	\$ 2,415.00	\$ -	\$ -	\$ -	-	
3		\$ 35,625.00	\$ -	\$ -	\$ 47,500.00	\$ 35,625.00	\$ -	11,875.00	
4		\$ 24,794.89	\$ 3,010.00	\$ 2,310.00	\$ 25,966.53	\$ 19,474.89	\$ -	6,491.64	
5		\$ 17,098.11	\$ -	\$ -	\$ 25,966.53	\$ 17,098.11	\$ -	8,868.42	
6		\$ 20,732.40	\$ 3,290.00	\$ 1,190.00	\$ 26,056.54	\$ 19,542.40	\$ -	6,514.14	
7		\$ 14,065.00	\$ -	\$ -	\$ 18,850.00	\$ 14,065.00	\$ -	4,785.00	
8		\$ 69,909.00	\$ -	\$ -	\$ 95,000.00	\$ 69,909.00	\$ -	25,091.00	
9		\$ 6,654.85	\$ -	\$ -	\$ 11,091.42	\$ 6,654.85	\$ -	4,436.57	
Fund Request Details									
Drawdown 9									
Business	Contractor	Invoice Date	Invoice #	CDBG 21A Gen. Admin	CDBG 14E Const Mgmt.	Invoice Total	CDBG 14E	Match 14E	Check #
Blackburn Tech.	Harlow Homes	11/3/2025	250079-2	\$ -	\$ -	10,991.42	\$ 6,594.85	\$	4,396.57
Blackburn Tech.	Martin Electric	12/8/2025	1179	\$	\$	100.00	\$ 60.00	\$	40.00
Totals				\$	\$	\$ 11,091.42	\$ 6,654.85	\$	4,436.57

Blackburn Technologies - 115 N. 5th Street					
Sam.gov Expiration	3/16/2027	CDBG Subaward	\$ 33,880.00	Notice to Proceed	4/14/2025
UEI	KXCYSAD6RPK5	Match	\$ 22,586.67	Notice of Completion	
Contractors	Total	CDBG	Match	DD#	Notes
Nebraska Sign	\$ 10,991.42	\$ 6,594.85	\$ 4,396.57	9	Installation of Sign
Martin Electric	\$ 100.00	\$ 60.00	\$ 40.00	9	Electrical work to installed sign
Total Drawdowns	\$ 11,091.42	\$ 6,654.85	\$ 4,436.57		
Adjustment					
Adjusted Total	\$ 11,091.42	\$ 6,654.85	\$ 4,436.57		
Remaining	\$ 45,375.25	\$ 27,225.15	\$ 18,150.10		



1140 North 21st Street FAX (402) 476-3461
 Lincoln, Nebraska 68503 Ph. (402) 476-6563
 www.nebraskasign.com

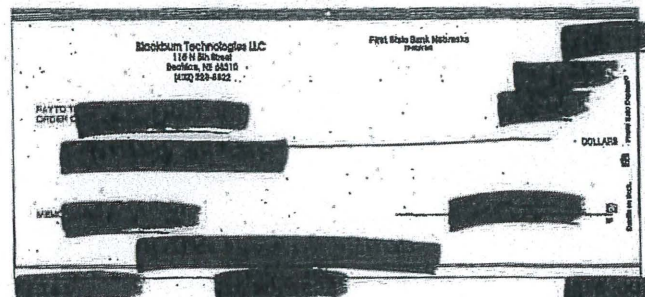
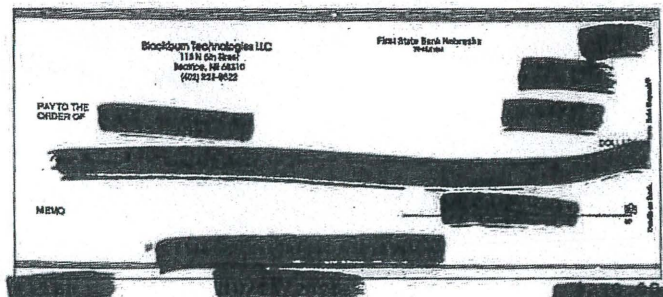
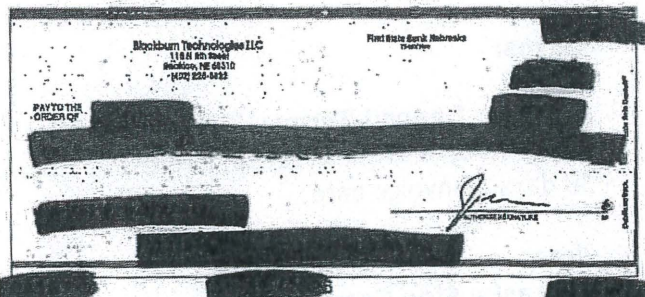
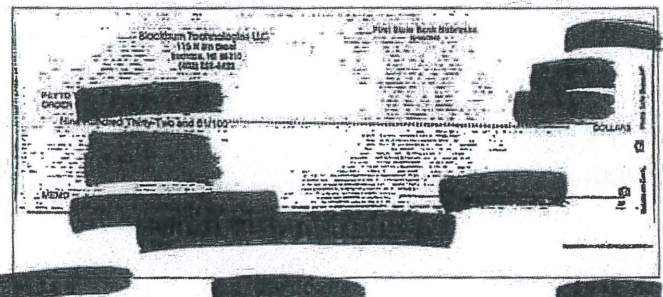
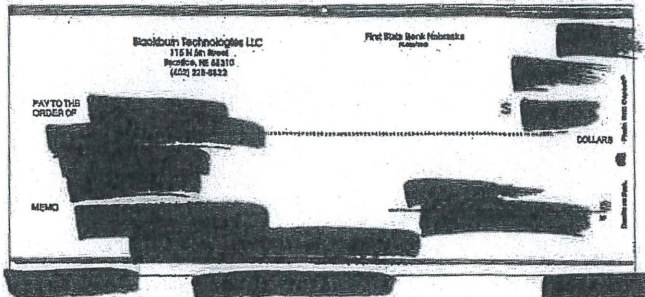
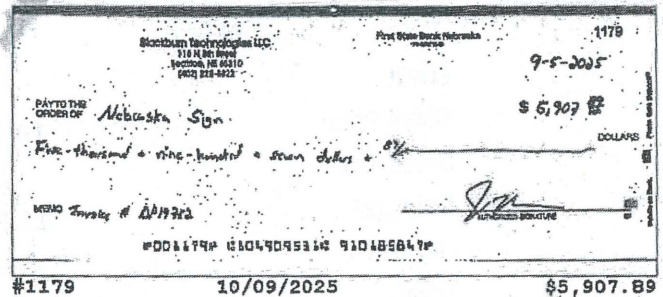
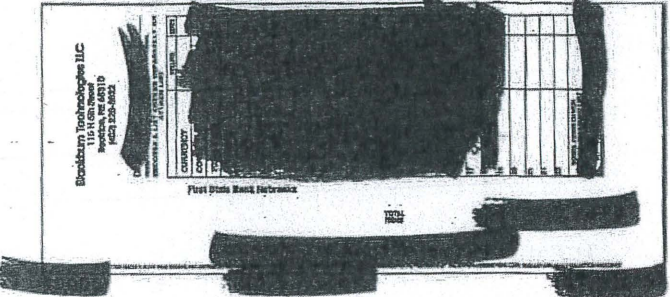
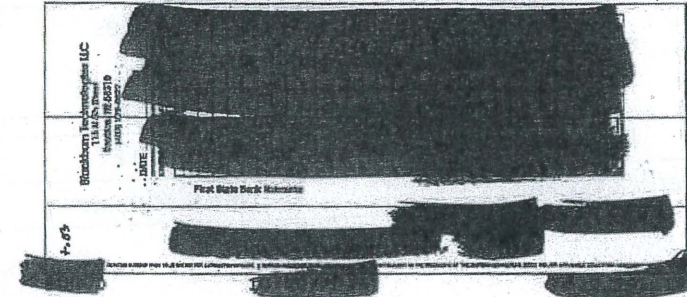
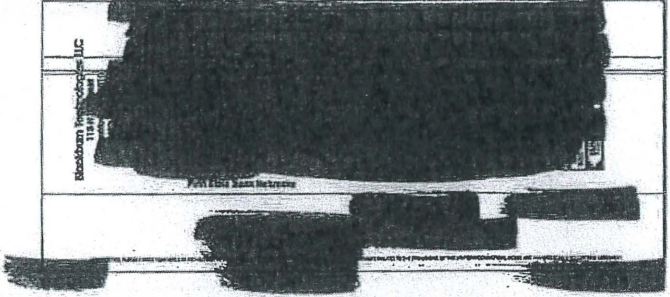
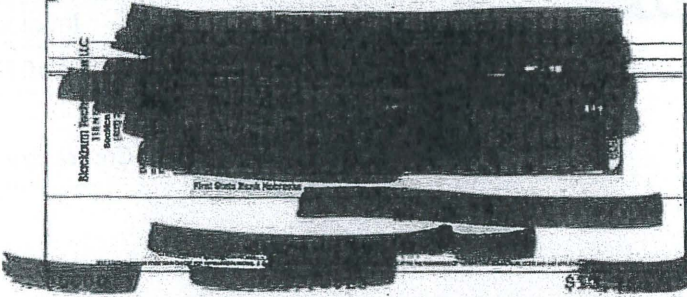
DEPOSIT INVOICE
Invoice #: DP19762

Inv Date: 10/28/24
 Customer #: CRM007824
 Page: 4 of 4

SOLD TO: Blackburn Technologies 115 N. 5th Beatrice NE 68310	JOB LOCATION: Blackburn Technologies 115 N. 5th Beatrice NE 68310 REQUESTED BY: Joe Blackburn
--	--

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Joe Blackburn		Darrick Wyllie	10/11/24	50.0% Due Upon Receipt	01/10/25

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>* QUOTE #12105 Illuminated Wall sign East elevation Fabricate and install an illuminated wall sign on the East elevation of the building above awning which will be removed. Sign band area is -2' 3/4" T by -16' 1/2" Front lit illuminated cabinet for logo on the left. Front lit Channel letters for Copy. Cabinet and letters mounted to backer panel. Remove and disposal of existing awning. Refer to drawing #RS12105 ***PRIMARY POWER TO LOCATION PROVIDED BY OTHERS AND IS NOT INCLUDED IN THIS PRICING PROPOSAL</p>	\$10,991.42	\$10,991.42
		SUB TOTAL	\$10,991.42
	* INDICATES TAXABLE ITEM	ESTIMATED SALES TAXES	\$824.36
		TOTAL PROPOSAL AMOUNT	\$11,815.78
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		
			<p>PAID CK NO 1179 DATE 9-5-2025</p>
		PLEASE PAY THIS DEPOSIT AMOUNT:	\$5,907.89





Invoice

Date	Invoice #
11/03/2025	250079-2

Nebraska Sign Company
 1140 N 21st St
 Lincoln, NE 68503
 402-476-6563

Contractor #

Bill To
Blackburn Technologies 115 N 5th Street Beatrice, NE 68310

Job site
Blackburn Technologies 115 N 5th Street Beatrice, NE 68310

P.O. Number	Rep	Ordered By
	Darrick Wyllie	Joe Blackburn

Item	Amount
1: Fabricate and install the following:	10,991.42

A: One (1) set front-lit channel letters on aluminum background

Item	Price
Sales Price	10,991.42
Sales Tax	824.36
Subtotal	11,815.78
Deposit	-5,907.89
Total	5,907.89
Total Amount Due	5,907.89

Terms:

Advance Deposit Terms: Due Upon Receipt.

Final Invoice Terms: Net 30. Interest of 1.5% per month will be charged on all accounts not paid in full within 30 days of invoice date.

Please remit payments to:
Nebraska Sign Company

Grant Share: \$6,594.85

Local Share: \$4,396.57

PAID
 CHECK NO. 1228 DATE 2-2-2006

Blackburn Technologies LLC

- 115 N 5th Street
Beatrice, NE 68310
(402) 228-8822

First State Bank Nebraska
76-953/1049

1228

2-3-2026

\$ 5,907.⁸⁹/₁₀₀

PAY TO THE
ORDER OF

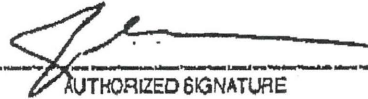
Nebraska Sign

DOLLARS

five-thousand, nine-hundred & seven dollars & ⁸⁹/₁₀₀

MEMO

Inu # 250079-2


AUTHORIZED SIGNATURE

⑈001228⑈ ⑆104909531⑆ 910185847⑈

ENCLOSURE

PAY TO THE ORDER OF
UNION BANK
& TRUST COMPANY
LINCOLN, NEBRASKA 68501

FOR DEPOSIT ONLY
NEBRASKA NEON SIGN CO.

MEMO BOOK 3265793351LE 95777E 95777E

0920815955
2026-02-10

-TranDt=02/09/26-Inst=UNION BANK AND TRUST COMPANY
-RtNum=>104910795<-ItemNum=000451417461

-TranDt=02/09/26-Inst=UNION BANK AND TRUST COMPANY
-RtNum=>104910795<-ItemNum=000451417461

PDF

Print



Martin Electric

Eric Martin
 6426 W State Hwy 4
 Beatrice, Ne
 68310
 (402) 520-0357
 martin-electric@hotmail.com

INVOICE
 INV1179

DATE
 12/08/2025

DUE
 On Receipt

BALANCE DUE
 USD \$100.00

BILL TO

JOE BLACKBURN

☐ 402-239-5984

DESCRIPTION	RATE	QTY	AMOUNT
HOOK UP NEW SIGN	\$100.00	1	\$100.00
TOTAL			\$100.00

Payment Info

BY CHECK
 Martin Electric

OTHER
 Venmo @martin-electric

BALANCE DUE
USD \$100.00

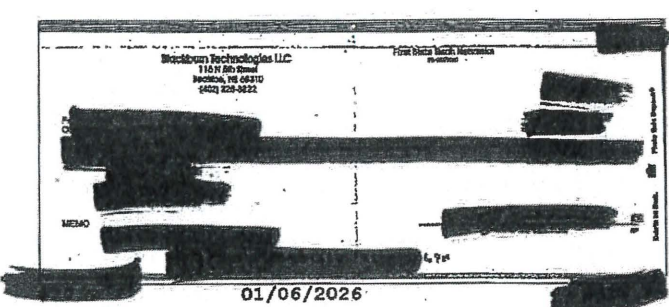
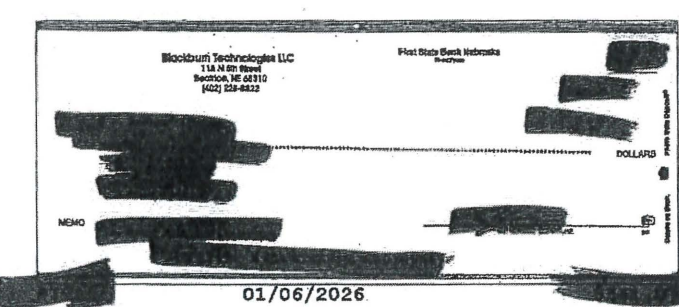
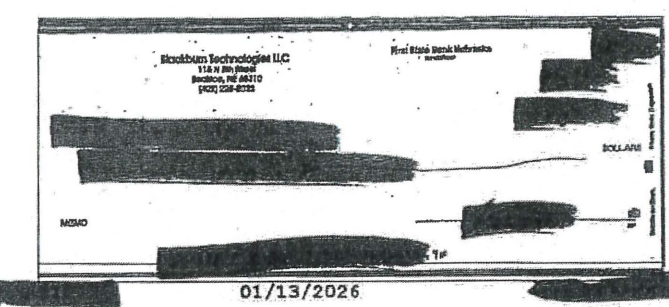
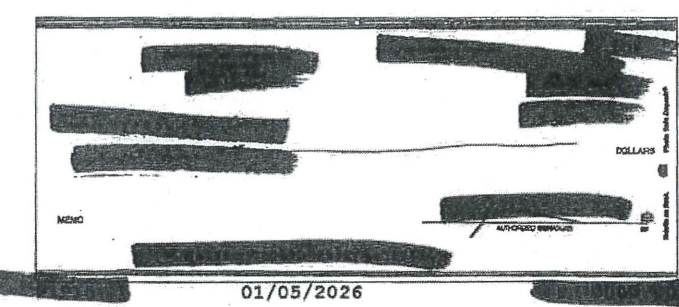
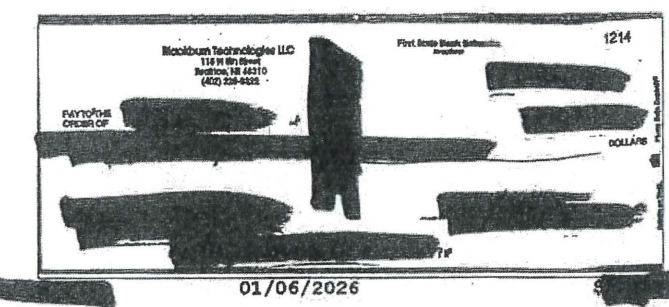
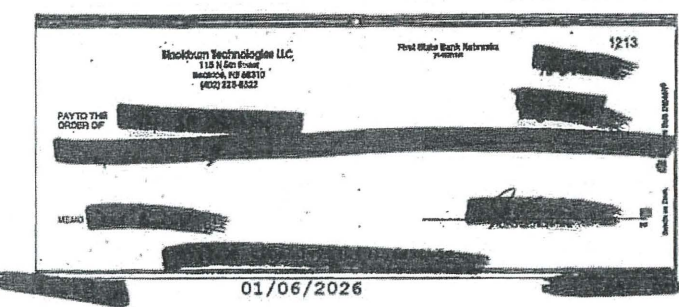
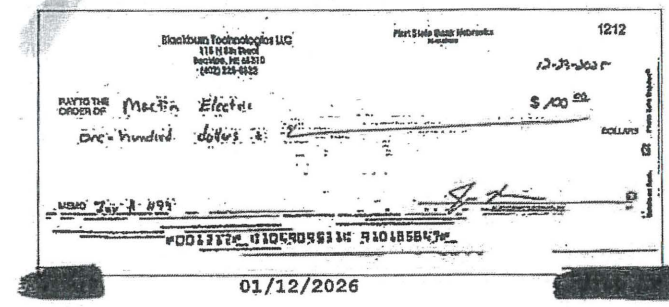
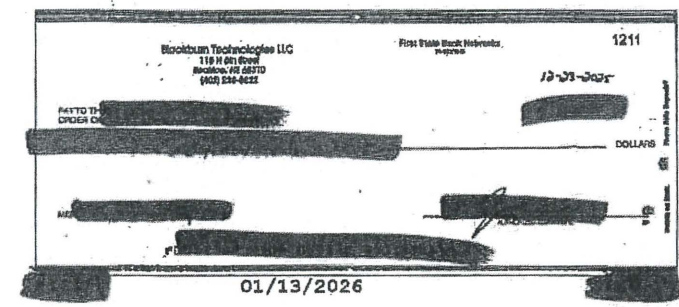
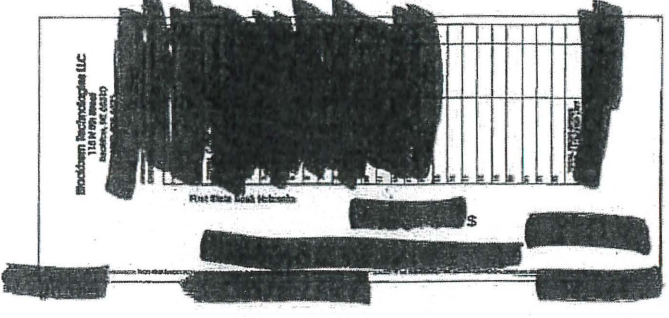
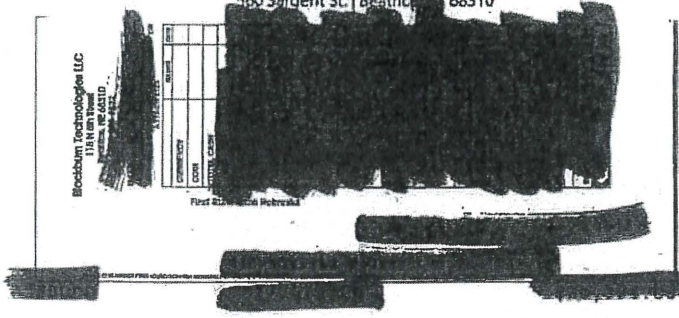
*Paid
 Check #
 1212*

Payment due in 14 days. Payment not received in 30 days will get a 10% penalty fee

Grant Share: \$60.00

Local Share: \$40.00





RESOLUTION NUMBER _____

WHEREAS, the Mayor and City Council of the City of Beatrice are authorized by ordinance to regulate traffic within the City of Beatrice, Nebraska by resolution; and

WHEREAS, it is for the best interests of the City of Beatrice, Nebraska that all traffic traveling south on Crest Drive shall stop before entering the intersection of Crest Drive and Scott Street.

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

SECTION 1. That all traffic traveling south on Crest Drive shall stop before entering the intersection of Crest Drive and Scott Street.

SECTION 2. That the Board of Public Works of the City of Beatrice is hereby authorized and directed to erect the necessary signs as required by this resolution.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

NOTICE OF HEARING

Notice is hereby given that Ironwood Grille, LLC, dba, Ironwood Grille, LLC, 1301 Oak Street, Beatrice, Nebraska, has submitted a new application for a Class C liquor license.

Public Hearing on said application will be held in the Board Room located in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on Monday, April 6, 2026, at 6:00 p.m. Any person or persons desiring to submit evidence, under oath, either orally or by affidavit, bearing upon the propriety of the issuance of such a license to the above applicant may appear at the hearing on the time and place above specified.

Erin Saathoff, MMC, City Clerk

March 27, 2026



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 153636

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2026-02-25

SECONDARY LICENSE(S)

None selected

LICENSEE LEGAL NAME

Ironwood Grille LLC

LICENSEE TYPE

Partnership

DOING BUSINESS AS

Ironwood Grille LLC

CORPORATE NUMBER

INCORPORATION DATE

2026-02-17

CORRESPONDENCE ADDRESS

14594 S. 25th Rd
Pickrell, NE. 68422

MAILING ADDRESS

14594 S. 25th Rd
Pickrell, NE. 68422

PHYSICAL ADDRESS

1301 Oak St
Beatrice, NE 68310

CONTACT NAME

Wendy Jurgens

PREFERRED CONTACT METHOD

Phone

CONTACT PHONE

(402) 806-0013

ALTERNATE PHONE

FAX

EMAIL

wendykjurgens@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Wendy Jurgens	President		50
Colby Jurgens	Member		50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 125828 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2025 - Oct 31, 2026)
Beatrice Country Club (Beatrice Country Club Inc)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Restaurant with Bar

PREMISES NAME

Ironwood Grille LLC

OPERATOR

Wendy Jurgens

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2026-02-22

PHYSICAL ADDRESS

1301 Oak St.
Beatrice, NE. 68310

MAILING ADDRESS

CONTACT NAME

Wendy Jurgens

PREFERRED CONTACT METHOD

Phone

CONTACT PHONE

(402) 806-0013

ALTERNATE PHONE

FAX

EMAIL

wendykjurgens@gmail.com

PREMISES MANAGER

Wendy Jurgens

PREMISES MANAGER EMAIL

wendykjurgens@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

*The Commission must be notified of any arrests and/or convictions that may occur after the date of this application.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L157, W102

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

L30, W27

4. Will a basement be used for alcoholic storage or sale?
No
5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.
1
6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?
No
7. Is premises to be licensed within 300 feet of a college campus or university?
No
8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.
Yes
(document uploaded)
9. What date do you intend to open for business?
March 9, 2026
10. What are the anticipated hours of operation?
11AM-11PM Monday through Friday
11. Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?
No
12. Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?
No
13. Is anyone listed on this application a law enforcement officer?
No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First State Bank Nebraska- Colby and Wendy Jurgens

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

No

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

NA

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Is the lease or deed for the premises listed under the applicant's name (LLC, Corporation, or Individual)? If the property is owned personally but the application is under an LLC or Corporation, a lease agreement must be made between the owner and the entity applying for the license.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Wendy Jurgens

25 What is the manager's address?

14594 S. 25th Rd., Pickrell, NE 68422

26 What is the manager's phone number?

4028060013

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Gage

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

wendykjurgens@gmail.com

29 Is the manager married?

Yes

Colby Jurgens-He is on the application already
colby_jurgens@outlook.com

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Alcohol Inventory	Alcohol Inventory page 1.pdf	2nd Sheet of Alcohol inventory
Alcohol Inventory	Alcohol Inventory page 2.pdf	1st Sheet of Alcohol inventory
Business Plan	Business plan.docx	Business plan
Lease / Deed / Purchase Agreement	Lease Agreement.pdf	Lease agreement
Premises Description & Diagram	Diagram.jpg	Diagram of building
Premises Description & Diagram	Arial view.jpg	Arial view of golf course
Additional Document	Colby Passport.jpg	Colby Jurgens passport
Additional Document	Wendy Passport.jpg	Wendy Jurgens passport
Temporary Operating Permit (TOP)	Application for Temporary Operating Permit Ironwood Grille.pdf	Temp operating application
Privacy Act Statement	Colby Fingerprint.pdf	Colby Jurgens Privacy Act Statement
Privacy Act Statement	Wendy Fingerprint.pdf	Wendy Jurgens Privacy Act Statement

APPLICANT

Wendy Jurgens

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Additional Information Requested

File Number: 153636

<p>LICENSE TYPE</p> <p>Class C Beer, Wine, Spirits On and Off Sale</p>	<p>ADDITIONAL INFORMATION DATE RECEIVED</p> <p>2026-02-25</p>
<p>SECONDARY LICENSE(S)</p> <p>None selected</p>	
<p>LICENSEE LEGAL NAME</p> <p>Ironwood Grille LLC</p>	<p>LICENSEE TYPE</p> <p>Partnership</p>
<p>DOING BUSINESS AS</p> <p>Ironwood Grille LLC</p>	<p>CORPORATE NUMBER</p>
<p>INCORPORATION DATE</p> <p>2026-02-17</p>	
<p>CORRESPONDENCE ADDRESS</p> <p>14594 S. 25th Rd Pickrell, NE. 68422</p>	
<p>MAILING ADDRESS</p> <p>14594 S. 25th Rd Pickrell, NE. 68422</p>	
<p>PHYSICAL ADDRESS</p> <p>1301 Oak St Beatrice, NE 68310</p>	
<p>CONTACT NAME</p> <p>Wendy Jurgens</p>	<p>PREFERRED CONTACT METHOD</p> <p>Phone</p>

CONTACT PHONE
(402) 806-0013

ALTERNATE PHONE

FAX

EMAIL

wendykjurgens@gmail.com

CORPORATE STRUCTURE

NAME	POSITION/TITLE	PARENT COMPANY	% INTEREST
Wendy Jurgens	President		50
Colby Jurgens	Member		50

ADDITIONAL INFORMATION

Temporary Operating Permit

LICENSE

License 125828 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2025 - Oct 31, 2026)
Beatrice Country Club (Beatrice Country Club Inc)

ADDITIONAL INFORMATION REQUESTED

Please do not reply to this email. Please submit the following information through your Actions Required Dashboard in the customer portal:

1. What will your premises name be (what will be on your signs)? The application includes the LLC portion at the end.
2. Please provide a clearer darker copy of exhibit A from the lease. The current copy is not legible.
3. On the Application for Temporary Operating Permit, the name of the current licensee must be Beatrice Country Club Inc. Please add Inc to the name. This is not needed for the line labeled Name of Business currently licensed.
4. On the Application for Temporary Operating Permit, the name of the applicant must be Ironwood Grille LLC. Please add LLC to the name.
5. Please be sure to fill out the Individual History Request that was emailed separately on 2/25/2026.

Please let me know if you have any questions.

Victoria Trevino - 402-471-4893

ADDITIONAL INFORMATION PROVIDED

1. The Sign on the building premises will be Ironwood Grille. Our LLC is under Ironwood Grille LLC
2. I attached the actual PDF of exhibit A instead of Scanned copy. Hopefully this is clearer this is what is on lease.
3. Changed all this on permit and sent photo of that page.
4. Changed all this on permit and sent photo of that page.
5. I filled out the individual history and sent that already.

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Exhibit A.pdf	The Exhibit A
Temporary Operating Permit (TOP)	Temporary Permit Application.jpg	Temporary Permit
Lease / Deed / Purchase Agreement	Exhibit A.pdf	The Exhibit A
Temporary Operating Permit (TOP)	Temporary Permit Application.jpg	Temporary Permit

APPLICANT

Wendy Jurgens

1. Executive Summary

Ironwood Grille & Social will operate as the full-service restaurant and banquet facility at Beatrice Country Club. The concept blends elevated casual dining with a welcoming social atmosphere, serving:

- Club members
- Golf guests
- Private event clients
- Community diners

The restaurant will focus on:

- Premium steaks & comfort cuisine
- Craft cocktails & curated beer selection
- Event hosting (weddings, corporate events, tournaments, member gatherings)
- Strong member engagement model (\$40 monthly member spend initiative)

Ownership: Wendy & Colby

Location: Beatrice, Nebraska

Facility: Existing clubhouse restaurant + banquet/event space

Target Opening: Golf Season Launch

2. Concept Overview

Positioning

Ironwood Grille will be positioned as:

- The social hub of the club
- A destination for high-quality dining in Beatrice
- A go-to event venue for Southeast Nebraska

Brand Identity

- Modern, sleek, warm atmosphere
- Golf-inspired sophistication

- Elevated comfort food
 - Community-focused hospitality
-

3. Market Analysis

Primary Market

- 240+ country club members
- Golfers (seasonal + tournaments)
- Local residents (Beatrice population ~12,000+)
- Corporate & community events

Opportunity

There is a gap for:

- Consistent, quality dining inside the club
- Professional event coordination
- Upscale yet approachable atmosphere
- Strong food and beverage management

Competitive Advantage

- Built-in member base
 - Captive golf traffic
 - On-site event space
-

4. Services & Revenue Streams

1. Restaurant Dining

- Dinner-focused model
- Limited lunch (based on demand)
- Seasonal patio dining
- Weekly specials

2. Bar & Beverage

- Full liquor license
- Golf course beer sales
- Specialty cocktails
- Wine program

3. Banquets & Events

- Weddings
 - Receptions
 - Corporate meetings
 - Member events
 - Golf tournaments
 - Holiday parties
-

5. Menu Strategy

Core Offerings

- Ribeye, filet, sirloin
- Steak bites appetizer
- Beer cheese pasta (signature)
- Elevated bar food
- Seasonal features

Cost Control Focus

- 28–32% food cost target
 - 20–25% liquor cost target
 - Controlled SKU inventory
 - Twice-weekly food delivery
-

6. Marketing Strategy

Member-Focused

- Monthly feature nights
- Loyalty incentives
- Tournament partnerships

Community-Focused

- Facebook marketing
- Event promotions
- Catering outreach
- Local partnerships

Brand Presence

- Modern logo & cohesive branding
 - Professional photography
 - Social media engagement
 - Event showcases
-

7. Operations Plan

Lease Terms (Proposed Framework)

- \$1,500/month (Year 1)
- Re-evaluate after Year 1
- Golf Club covers:
 - Structural maintenance
 - Repairs affixed to building
 - Pool fill utilities
 - 10% property tax (pro shop share)
 - 10% utilities (pro shop share)

- Buyout/guarantee clause if building sold

Staffing Plan

- General Manager (Owner-Operated)
- Kitchen Manager / Lead Cook
- 2–3 Line Cooks
- Bartenders
- Servers
- Event staff (as needed)

Hours

- Dinner-focused (Wed–Sat initially)
- Expanded during peak golf season
- Event-driven flexibility

8. Financial Plan

Startup Costs (Estimated)

Category	Estimated Cost
Initial Food Inventory	\$12,000–\$18,000
Initial Beer & Liquor	\$8,000–\$15,000
Smallwares/Equipment	\$10,000–\$20,000
POS System	\$5,000
Working Capital	\$25,000–\$40,000
Total Estimate	\$60,000–\$98,000

Revenue Projections (Year 1 Estimate)

Member Spend

240 members × \$40/month = \$9,600/month
Annual: \$115,200

Restaurant Revenue (Conservative)

50-seat dining room
Average check: \$35
3.5 turns per weeknight avg + weekend boost
Estimated Monthly Revenue: \$40,000–\$55,000

Event Revenue

2–4 events/month
Average event revenue: \$4,000–\$8,000
Estimated Monthly Event Revenue: \$8,000–\$20,000

Total Projected Monthly Revenue:

\$60,000–\$85,000.

Estimated Monthly Expenses:

- Food & Beverage (30%)
- Labor (30–35%)
- Lease (\$1,500)
- Utilities
- Insurance
- Marketing
- Miscellaneous

Projected Net Margin Target: **10–15% by Year 2**

9. Growth Strategy

Year 1:

- Establish consistency

- Build event reputation
- Tight cost control

Year 2:

- Expand event bookings
 - Increase community traffic
 - Refine high-margin menu items
 - Explore off-site catering
-

10. Risk Assessment

Primary Risks

- Seasonal golf fluctuations
- Labor shortages
- Board decision delays
- Member participation variability

Mitigation Strategy

- Diversify event bookings
 - Tight inventory control
 - Strong contract clauses
 - Community marketing beyond membership
-

11. Vision Statement

Ironwood Grille & Social will become:

- The heartbeat of Beatrice Country Club
- A premier event destination in Southeast Nebraska
- A profitable, well-run hospitality operation
- A long-term community asset



CITY HALL

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

ENGINEERING & COMMUNITY DEVELOPMENT

205 North 4th Street | Beatrice, NE 68310
Phone: 402.228.5250 Fax: 402.228.5252

Planning and Zoning Report for Liquor License Application

March 6, 2026

Within the Corporate Limits of the Municipality: Yes (X) No ()

Establishment: Ironwood Grille

Applicant: Ironwood Grille, LLC.

Address: 1301 Oak Street, Beatrice, Nebraska

Legal Description: SEC 10-3-6 COM NW COR BLK 9 OXMEAD PARK TH W TO 13TH ST TH S ALONG 13TH ST TO S LINE OF N 1/2 OF THE SEC TH E TO PT 33' S OF SW COR BLK 10 OXMEAD PARK & PT SE 143.70 AC

Requested License or Action: Class C; beer, wine, distilled spirits, on and off sale. cocktails to go, no drive through.

Annexation Date: N/A

Ordinance Number: N/A

Existing Zoning: Agricultural (AG)

Existing Land Use: Agricultural (AG)

Adjacent Zoning and Land Use:

North: Residential: R-1, R-4

East: Residential; R-1, R-3

West: Residential: Zoned R-2, Driving Range, AG

South: Rural Residential, AG

General Neighborhood/Area Land Uses: Single Family Residences, Townhomes, Agricultural

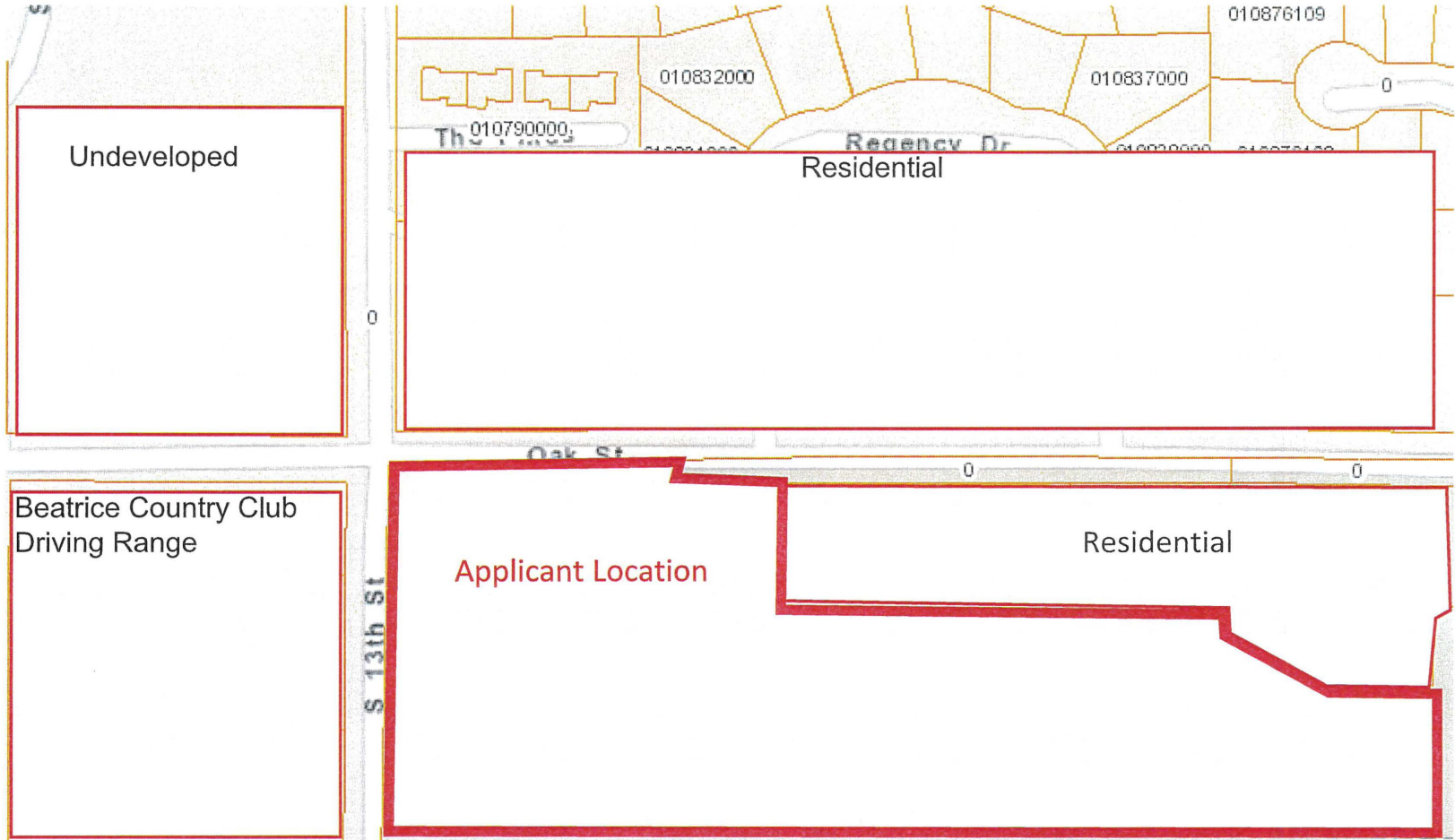
Analysis of Neighborhood Effects: No foreseeable negative effects. Currently a liquor license in place with the current operator.

Additional Comments: This location has had like tenants occupy the building in previous years.

Prepared by:

Chet McGrury

Community Development Director





CITY HALL

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

BEATRICE POLICE DEPARTMENT

201 North 5th Street | Beatrice, NE 68310
Phone 402.223.4080 Fax: 402.228.3765

March 5th, 2026

Mayor Robert Morgan
Beatrice City Council
400 Ella Street
Beatrice, NE 68310

Dear Mayor and City Council:

In reference to the temporary operating permit and the permanent Class C Liquor License application submitted by Ironwood Grille LLC dba Ironwood Grille at 1301 Oak Street in Beatrice, NE, the background investigations into the owners/managers have been completed. Please be advised that the background investigations into owners Wendy and Colby Jurgens have shown nothing which would prohibit the issuance of the temporary operating permit, nor the permanent Class C liquor license.

Sincerely,

A handwritten signature in black ink, appearing to read 'Erin Byrne', with a long horizontal flourish extending to the right.

Sgt. Erin Byrne #322
Beatrice Police Department

NOTICE OF HEARING

The Mayor and Council of the City of Beatrice, Nebraska, will hold a public hearing at 6:00 p.m. on Monday, April 6, 2026, in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, to consider amending Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, relating to Agricultural Use Types; Table 4-2 of Article II of the Zoning Ordinance of the City of Beatrice, relating to Permitted Uses by Zoning Districts; and Section 602 of Article VI of the Zoning Ordinance of the City of Beatrice, relating to Supplemental Use Regulations: Agricultural Uses.

Erin Saathoff, MMC, City Clerk

Publish: March 27, 2026

ORDINANCE NUMBER 26-_____

An ordinance to amend Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Agricultural Use Types; Table 4-2 of Article IV of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to permitted uses by zoning district; and Section 602 of Article VI of the Zoning Ordinance, Ordinance Number 94-13, relating to Supplemental Use Regulations: Agricultural Uses; to repeal all other conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Section 303 of Article III of the Beatrice Zoning Code be and is hereby amended to read as follows:

“303 Agricultural Use Types

Agricultural use types include the on-site production of plant and animal products by agricultural methods.

A. Horticulture

The growing of horticultural and floracultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

B. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

C. Type I Animal Production

The raising of animals or production of animal products such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source. Type I Animal Production shall also include confined feeding or holding facilities consisting of less than or equal to 20 feeder or fat cattle, less than or equal to 20 beef cows, less than or equal to 20 dairy cattle, less than or equal to 50 swine, less than or equal to 200

sheep, less than or equal to 300 turkeys, or less than or equal to 1,000 chickens, ducks, or geese.

D. Type II Animal Production

The confined feeding or holding of between 21 and 150 feeder or fat cattle, between 21 and 100 beef cows, between 21 and 100 dairy cattle, between 51 and 500 swine, between 201 and 2,000 sheep, between 301 and 3,000 turkeys, or between 1,001 and 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

E. Type III Animal Production

The confined feeding or holding of more than 150 feeder or fat cattle, more than 100 beef cows, more than 100 dairy cattle, more than 500 swine, more than 2,000 sheep, more than 3,000 turkeys, or more than 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

F. Livestock Sales

The use of a site for the receipt, temporary feeding and accommodation, and sale of livestock and poultry. Typical uses include stockyards and livestock sales pavilions.

G. Slaughterhouse

A place where cattle, sheep, hogs, poultry or other animals are killed or butchered for market or for sale.”

SECTION 2. That Table 4-2 of Article IV of the Beatrice Zoning Code be and hereby is amended to read as follows:

“TABLE 4–2: PERMITTED USES BY ZONING DISTRICTS

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
AGRICULTURAL USES (1)															
Horticulture	P	P													P
Crop Production	P	P	S	S	S	S									P
Animal Production (I)	(2)														
Animal Production (II)	(3)														
Animal Production (III)	(4)														
Livestock Sales														S	
Slaughterhouse	S													S	

RESIDENTIAL USES										
Single-Family Detached	P	P	P	P	P	P	P	P	P	
Single-Family Attached			P	P	P	P	P	P		
Duplex					P	P	P	P		
Townhouse					S	P	P	S	S	
Multiple-Family						P	P	S	S	S
Downtown Residential										S
Group Residential						P	P	S	S	S
Mobile Home Park						S	S			
Mobile Home Residential	P	P	P	P	P	P	P	P		

Note (1): Colleges, Universities, and Trade Schools shall be permitted to undertake any Agricultural Uses except for Animal Production (III) or Livestock Sales regardless of which zoning district the College, University, or Trade School is located in.

Note (2): Permitted by Special Use Permit in AG Districts more than 200 feet from the City Limits but within the first mile of the extra-territorial jurisdiction; permitted by right in AG Districts in the second mile of the extra-territorial jurisdiction.

Note (3): Permitted by Right in AG Districts within the second mile of the extra-territorial jurisdiction.

Note (4): Not permitted within the extra-territorial jurisdiction.

Note (5): *Mobile Food Vending is allowed in any zoning district when a Mobile Food Vendor has the permission of a political subdivision to engage in Mobile Food Vending on that political subdivision's property.

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
CIVIC USES															
Administration	S	S			S	S	P	P	P	P	P		P	P	
Cemetery	P	S													
Clubs	S	S				S	P	S	P	P	P	S			
College/University	S	S				P	P	P	P	P	P				
Convalescent Services	S	S			S	S	P	P							
Cultural Services	S		S	S	S	S	P	P	P	P	P				
Day Care I	P	P	P	P	P	P	P	P	P	P	P				
Day Care II	P	P	S	S	S	S	P	P	P	P	P				
Day Care Center	S	S	S	S	S	S	P	P	P	P	P		S		
Detention Facility	S									S	S				
Elderly Care Facility						S	P	P							

Elderly Housing Facility						P	P	P							
Emergency Residential	P	P	P	P	P	P	P	P			P				
Group Care Facility	S					S	P	P		P	P				
Group Home	P	P	P	P	P	P	P	P		P	P	P			
Guidance Services					S	S	P	P	P	P	P				
Hospital					S	S	S	S	S	S					
Maintenance Facilities	S	S								S	S	P	P	P	S
Non-Commercial Shelters										S	S			S	
Park and Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Postal Facilities							S	P	S	P	P		P	P	
Primary Education	P	S	S	S	P	P	P	P	P	P	P				
Public Assembly	P	S				S	S	P		P	P				
Religious Assembly	P	S	S	S	P	P	P	P	P	P	P	S			
Safety Services	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Secondary Education	P	S	S	S	S	S	S	P	P	P	P				
Utilities	S	S	S	S	S	S	S	S	S	P	P	P	P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
OFFICE USES															
General Offices						S	P	P	P	P	P				
Medical Offices							S	P	S	P	P				
Financial Services							S	P	S	P	P				
COMMERCIAL USES															
Agricultural Sales/Services	P								P	P	P	P	P	P	
Automotive Rental/Sales									S	P	P	S	P	P	
Auto Services									S	P	P	P	P	P	
Body Repair										S	P		P	P	
Equipment Rental/Sales										S	P	S	P	P	
Equipment Repair										S	P		P	P	
Vehicle Storage										S	S		P	P	S
Bed and Breakfast	P	S	S	S	S	S	P	P	P	P	P				

Building Maintenance								S	P	P	P	P	P	
Business Support Services						S	P	P	P	P		P	P	S
Business/Trade School							S		P	P			S	
Campground	P	S									P			
Cocktail Lounge							S	S	P	P	S			
Commercial Recreation	S	S				S		S	P	P		S		
Communications Services						S	S	P	P	P		P	P	
Construction Sales/Service									P	P		P	P	
Consumer Services						S	S	P	P	P	P	P	P	S
Convenience Storage	S							S	S	S	S	P	P	
Food Sales (Limited)				S	P			P	P	P				
Food Sales (General)								S	P	P	S			
Funeral Services						P	P	P	P	P	S			
General Retail Services						S	S	P	P	P				
Kennels	S								S					
Laundry Services								S	P	P		P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
COMMERCIAL USES															
Liquor Sales								S	S	P	P	S			
Lodging							S	S	S	P	P	P			
Personal Services							P	P	P	P	P	P	P	P	
Pet Sales	P								P	P	P				
Research Services									P	P	P		P	P	S
Restaurants (Drive-In)									P	P	S	P	S	S	
Restaurants (General); Mobile Food Trucks; Mobile Food Vending Units*									P	P	P	P	S	S	
Stables	S	S													

Surplus Sales										P	P				
Veterinary Services	S								S	S	S	S	S	S	
PARKING USES															
Parking Facility	P	P	P	P	P	P	P	P	P	P	P		P	P	
Parking Structure										S	P		S	S	
INDUSTRIAL USES															
Custom Manufacturing	P									S	P		P	P	
Light Industry											P		P	P	
General Industry													S	P	
Heavy Industry														S	
Recycling Collection									S	P			P	P	
Recycling Processing													S	P	S
Resource Extraction	S													S	S
Salvage Services	S													S	
Warehousing										S	S		P	P	
Construction Yards													S	P	
Hatchery	P												S	P	
Brewery/Distillery										S	P		P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
TRANSPORTATION USES															
Aviation Facilities	S												S	S	
Railroad Facilities	S										S		P	P	P
Transportation Terminal	S									S	S		P	P	
Truck Terminal											S	S	S	P	
MISCELLANEOUS USES															

Broadcasting Tower	S	S			S	S	S	S	S	S		S	S	S	
Construction Batch Plant	P												S	P	
WECS	S	S	S	S	S	S	S	S	S	S		S	S	P	
Landfill (Non-Putrescible)	S	S												S	
Landfill (Putrescible)	S														

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

(Ord. No. 94-69, Sec. 3, 4-3-95; Ord. No. 95-29, Sec. 1, 8-21-95; Ord. No. 96-28, Sec. 1, 5-20-96; Ord. No. 96-38, Sec. 1, 7-15-96; Ord. No. 96-39, Sec. 1, 8-5-96; Ord. No. 00-41, Sec. 2, 11-6-00; Ord. No. 11-014, Table 4-2; Ord. No. 12-18, Sec. 2, 4-2-12; Ord. No. 14-021, Table 4-2, 9-2-14; Ord. No. 16-010, Table 4-2, 3-7-16; Ord. No. 16-011, Table 4-2, 3-7-16; Ord. No. 16-025, Table 4-2, 6-6-16; Ord. No. 16-052, Table 4-2, 9-19-16; Ord. No. 16-054, Table 4-2, 10-17-16; Ord. No. 17-015, Table 4-2, 8-21-17; Ord. No. 18-012, 6-18-18; Ord. No. 18-017, Table 4-2, 7-16-18; Ord. No. 19-047, Table 4-2, 10-7-19, Ord. No. 24-34 Table 4-2)”

SECTION 3. That Section 602 of Article VI of the Beatrice Zoning Code be and hereby is amended to read as follows:

“602 Supplemental Use Regulations: Agricultural Uses

A. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

1. Garden Centers

- (a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.
- (b) Garden centers must conform to all site development regulations for the zoning district.
- (c) Any garden center adjacent to a residential district must maintain a 30-foot landscaped bufferyard, consistent with the standards established in Article Eight.

2. Roadside Stands

- (a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

- (b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.
- (c) A roadside stand may operate for a maximum of one hundred eighty (180) calendar days in any one (1) year.

B. Type I Animal Production

1. Location

- (a) Any new Type I Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type I animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type I animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.
- (b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway

ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

C. Type II Animal Production

1. Location

(a) Any new Type II Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type II animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type II animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

(b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

(a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two (2) miles from a residential zoning district.

(b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

(a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.

- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

D. Type III Animal Production

1. Location

- (a) As of the date of enactment of Ordinance Number 07-20, no new Type III animal production use may be established within the city limits or within the extra-territorial jurisdiction of the City of Beatrice. Any Type III animal production use existing within the second mile of extra-territorial jurisdiction of the City of Beatrice pursuant to a Special Use Permit prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

- (b) No Type III animal production use shall be located within 500 feet of property lines of the parcel on which it is located. A Type III animal production use that has been continuously in existence since the date of the adoption of this Ordinance and that is located within 500 feet of the property lines of the parcel on which it is located may perform additions, alterations, or enlargements of otherwise allowed by these regulations within the setback area so long as such additions, alterations, or enlargements do not increase the degree of nonconformity as to this setback requirement.

- (c) No Type III animal production use shall be located within 1,000 feet of an existing residential structure other than that of the owner or operator of the Type III animal production use.

2. Operation

- (a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent

control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.
- (c) Water shall not be discharged or directed from the Type III animal production site onto neighboring properties, except in the event of a storm with a four percent (4%) probability of occurrence within a 24-hour period, corresponding to a rainfall event with a probable recurrence of one in twenty-five years.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

5. General Standards and Application Requirements

- (a) Removal or disposal of livestock wastes, drainage, pollution control, and other aspects of Type III animal production operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for feedlots.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Type III animal production use shall include: certifications of plan review and approval by the Nebraska Department of Environmental Quality; a site plan showing the location and maximum area of the confinement area; and a detailed description of operations, including maximum number and type of livestock to be confined, livestock waste removal or disposal plans, drainage plans, and pollution control measures.

E. Slaughterhouse

1. Location

- (a) Slaughterhouse use shall be permitted by Special Use Permit in AG and GI Districts. All killing and butchering must take place indoors.
- (b) No confinement area for the holding of livestock or poultry shall be located within 100 feet of the property lines of the parcel on which it is located; or within 750 feet of an existing residential structure other than that of the

owner or operator of the facility.

2. Operation

- (a)** Animal and butchering waste shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant. All animal and butchering waste shall be subject to all applicable nuisance codes of the City of Beatrice, and removal and disposal thereof shall be done in a manner such that no such waste shall become a nuisance.
- (b)** No livestock or poultry shall remain in the confinement area for more than three (3) calendar days.
- (c)** Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure and butchering waste, or by other accepted insect and rodent control measures.
- (d)** No confinement area for the holding of livestock or poultry shall contain more than five (5) animals for more than eight (8) consecutive hours at one time.

3. Drainage

- (a)** All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b)** Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock or butchering waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. General Standards and Application Requirements

- (a)** Removal or disposal of livestock and butchering wastes, drainage, pollution control, and other aspects of Slaughterhouse operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for slaughterhouses.
- (b)** In addition to other requirements, all applications for Special Use Permits for the establishment of a Slaughterhouse use shall include: a traffic plan, livestock and butchering waste removal or disposal plans, drainage plans, and pollution control measures.”

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

SECTION 5. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

* Redline *



**STAKE
YOUR
CLAIM**

BEATRICE

CITY • BOARD OF PUBLIC WORKS

ZONING ORDINANCE

ARTICLE THREE USE TYPES

LAST UPDATED – ~~DECEMBER 2, 2024~~ APRIL 6, 2026

**ARTICLE THREE –
USE TYPES**

301 Purpose

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

302 Interpretations

A. Classification of Uses

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Building Official of the City of Beatrice shall have the authority to interpret the provisions of this Ordinance as to appropriate type. An interpretation by the Building Official may be appealed to the Board of Adjustment in accordance with the provisions of Article Thirteen. In making such interpretations, the Building Official and the Board of Adjustment shall consider the operational and physical characteristics of the use in question and shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to being exclusive lists, unless otherwise indicated.

B. Records

The Building Official shall make all such interpretations as to appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

303 Agricultural Use Types

Agricultural use types include the on-site production of plant and animal products by agricultural methods.

A. Horticulture

The growing of horticultural and floracultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

B. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

C. Type I Animal Production

The raising of animals or production of animal products such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source. Type I Animal Production shall also include confined feeding or holding facilities consisting of less than or equal to 20 feeder or fat

cattle, less than or equal to 20 beef cows, less than or equal to 20 dairy cattle, less than or equal to 50 swine, less than or equal to 200 sheep, less than or equal to 300 turkeys, or less than or equal to 1,000 chickens, ducks, or geese.

D. Type II Animal Production

The confined feeding or holding of between 21 and 150 feeder or fat cattle, between 21 and 100 beef cows, between 21 and 100 dairy cattle, between 51 and 500 swine, between 201 and 2,000 sheep, between 301 and 3,000 turkeys, or between 1,001 and 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

E. Type III Animal Production

The confined feeding or holding of more than 150 feeder or fat cattle, more than 100 beef cows, more than 100 dairy cattle, more than 500 swine, more than 2,000 sheep, more than 3,000 turkeys, or more than 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

F. Livestock Sales

The use of a site for the receipt, temporary feeding and accommodation, and sale of livestock and poultry. Typical uses include stockyards and livestock sales pavilions.

G. Slaughterhouse

A place where cattle, sheep, hogs, poultry or other animals are killed or butchered for market or for sale.

304 Residential Use Types

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

A. Single-Family Residential

The use of a site for one dwelling unit, occupied by one family, excluding a mobile home unit.

1. Single-Family Residential (Detached): A single-family residential use in which one dwelling unit is located on one lot, with no physical or structural connection to any other dwelling unit.
2. Single-Family Residential (Attached): A single-family residential use in which one dwelling unit is located on one lot and is attached by a common vertical wall to only one other adjacent dwelling unit, located on an adjacent, legally described lot.

B. Duplex Residential

The use of a site for two dwelling units, each occupied by one family within a single building on a single, legally-described lot, excluding a mobile home unit.

C. Townhouse Residential

The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.

D. Multiple-Family Residential

The use of a site for three or more dwelling units within one building.

E. Downtown Residential

The use of the upper levels above street level of a building within the Central Business District of the City of Beatrice for single- or multiple-family residential uses.

F. Group Residential

The use of a site for a residence by more than three unrelated persons, not defined as a family, on a weekly or longer basis.

G. Mobile Home Residential

A residential use in which one mobile home is located on one lot, with no physical or structural connection to any other dwelling unit or mobile home.

H. Mobile Home Park

Use of a site under single ownership for one or more mobile home units. In general, the land on which mobile homes are placed in a Mobile Home Park is leased from the owner of the facility.

(Ord. No. 94-69 Sec. 2, 4-3-95)

305 Civic Use Types

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses which are strongly vested with public or social importance.

A. Administration

Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

B. Cemetery

Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoria, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

C. Clubs

Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.

D. College and University Facilities

An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization. Typical uses include universities, colleges, and community colleges.

E. Convalescent Services

A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.

F. Cultural Services

A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

G. Day Care

1. Day Care I: A facility, or use of a dwelling unit or portion thereof, for part-time care with a maximum capacity of eight (8) individuals, with one provider. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.
2. Day Care II: A facility, or use of a dwelling unit or portion thereof, for part-time care with a maximum capacity of twelve (12) individuals, with two providers. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.

(Ord. No. 16-010, Sec. 1, 3-7-2016)

H. Day Care Center

A facility, or use of a dwelling unit or portion thereof, for part-time care of at least thirteen (13) individuals. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities and non-commercial shelters. (Ord. No. 16-010, Sec. 2, 3-7-2016)

I. Detention Facilities

A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from a surrounding community.

J. Elderly Care Facility

A facility that provides twenty-four (24) hour nonmedical care to ambulatory or nonambulatory persons in need of personal assistance, supervision or assistance essential for maintaining the activities of daily living. The facility may include congregate dining, transportation, recreation activities, housekeeping, financial services, beauty and barber services, and other support services appropriate for the residents.

K. Elderly Housing Facility

A multiple-family housing facility maintained for the occupancy of the elderly in which not more than (10) percent of the occupants are under sixty-two (62) years of age. The housing facility may include congregate transportation, recreation activities, beauty and barber services, financial services and other support services appropriate for the residents.

L. Emergency Residential Services

A facility or use of a dwelling to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

M. Group Care Facility

A facility licensed or approved by the State of Nebraska or other appropriate agency, which provides for the care and short or long term overnight occupancy of more than three unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Such facilities shall exclude those uses defined as group homes. Group Care Facilities include facilities which provide for the:

1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability.
2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder; or of mental retardation if such facility has an overnight occupancy of more than eight persons.
3. Rehabilitation from the effects of drug or alcohol abuse.
4. Supervision while under a program alternative to imprisonment, including but not limited to pre-release, work-release, and probationary programs.

N. Group Home

A facility licensed by the State of Nebraska in which at least four but no more than eight persons, not including resident managers or house parents, who are unrelated by blood, marriage, or adoption reside while receiving therapy, training, or counseling for the purpose of adaptation to living with or rehabilitation from cerebral palsy, autism, or mental retardation.

O. Guidance Services

A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.

P. Hospital

A facility providing medical, psychiatric, or surgical service for sick or injured persons primarily on an in-patient basis including emergency treatment, diagnostic services, training, administration and services to patients, employees, or visitors. For purposes of the Zoning Ordinance, a "hospital" facility includes accessory structures used for hospital storage or hospital building maintenance services. (Ord. No. 24-13, Sec. 1, 4-1-24)

Q. Maintenance Facilities

A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services, contracting, or industrial activities.

R. Non-commercial Shelters

Facilities which are operated by non-profit organizations and which provide emergency or temporary services and accommodations for people who lack access to permanent housing. Non-commercial shelters may provide accommodations on a daytime only or overnight basis. Typical uses include urban missions and shelters for homeless people.

S. Park and Recreation Services

Publicly-owned and operated parks, playgrounds, recreation facilities, and open spaces.

T. Postal Facilities

Postal services, including post offices, bulk mail processing or sorting centers operated by the United States Postal Service.

U. Primary Educational Facilities

A public, private, or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Nebraska.

V. Public Assembly

Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.

W. Religious Assembly

A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto but excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and associated parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Nebraska shall constitute prima facie evidence of religious assembly use.

X. Safety Services

Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.

Y. Secondary Educational Facilities

A public, private, or parochial school offering instruction at the middle level or high school level in the branches of learning and study required to be taught in the public schools of the State of Nebraska.

Z. Utilities

Any above- or underground structures or facilities, other than lines, poles, and other incidental facilities, used for the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals. (Ord. No. 00-41, Sec. 1, 11-6-00)

306 Office Use Types

Office use types include uses providing for administration, professional services, and similar activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

A. General Offices

Use of a site for business, professional or administrative offices, excluding medical offices, banks, and financial offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or professional offices.

B. Medical Offices

Use of a site for facilities which provide diagnostic care; and medical, psychiatric, or surgical services for sick or injured persons exclusively on an out-patient basis, but which does not provide prolonged, in-house medical or surgical care. Typical uses include medical offices operated by doctors, dentists, or similar practitioners licensed for practice in the State of Nebraska; public and private health clinics; and satellite emergency care facilities.

C. Financial Services

Provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, savings banks, and loan companies.

307 Commercial Use Types

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

A. Agricultural Sales and Service

Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, pesticides and similar goods or those establishments or places of businesses that provide agriculturally-related services. Typical uses include nurseries, hay, feed and grain stores, tree services, and lawn and grounds maintenance services, which may include but is not limited to: rock lawn and rockscaping services, sodding services, horticultural and lawn spraying services, mowing services, seeding and fertilizing, aeration services, brush removal services, and weed removal services. (Ord. No. 24-33, 12-2-24)

B. Automotive and Equipment Services

Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

1. **Automotive Rental and Sales:** Sale or rental of automobiles, light trucks and utility vehicles, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
2. **Auto Services:** Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, light trucks and utility vehicles, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services. Uses may also include the retail sale of non-automotive goods.
3. **Body Repair:** Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.

4. **Equipment Rental and Sales:** Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
 5. **Equipment Repair Services:** Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
 6. **Vehicle Storage:** Long-term storage of operating or non-operating vehicles, including private parking towaways or impound yards but excluding dismantling or salvage.
- C. Bed and Breakfast**
Conversion of a structure or group of structures for lodging use, including Airbnb, providing no more than ten (10) units and requiring the collection of lodging occupation tax. (Ord. No. 18-017, 7-16-18)
- D. Building Maintenance Services**
Establishments primarily engaged in the provision of maintenance and custodial services to businesses and individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.
- E. Business Support Services**
Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.
- F. Business or Trade Schools**
A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- G. Campground**
Facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents.
- H. Cocktail Lounge**
A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.
- I. Commercial Recreation**
Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants or spectators.

Typical uses include driving ranges, theaters, private dance halls, or private skating facilities.

J. Communications Services

Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excludes those classified as Utilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, and film or sound recording facilities.

K. Construction Sales and Services

Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, or materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales, or tool and equipment rental or sales.

L. Consumer Services

Establishments which provide services, primarily to individuals and households, but excluding Automotive Use Types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, and musical instrument repair shops.

M. Convenience Storage

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

N. Food Sales

Establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

1. Limited Food Sales: Establishments occupying facilities of 10,000 square feet or less; and characterized by sales of specialty foods or a limited variety of general items. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
2. General Food Sales: Establishments selling a wide variety of commodities, using facilities larger than 10,000 square feet. Typical uses include supermarkets.

O. Funeral Services

Establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

P. General Retail Services

Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and

handcrafted items; apparel, jewelry, fabrics and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

Q. Kennels

Boarding and care services for dogs, cats and similar small animals or any premises on which six (6) or more dogs over four months of age are kept and maintained. Typical uses include boarding kennels, pet motels, or dog training centers. (Ord. No. 19-015; 5-6-19)

R. Laundry Services

Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plans, diaper services, or linen supply services.

S. Liquor Sales

Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.

T. Lodging

Lodging services involving the provision of room and/or board. Typical uses include hotels and motels.

U. Personal Services

Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; or dry cleaning stations serving individuals and households, driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

V. Pet Sales

Retail sales, incidental pet health services, and grooming and boarding of dogs, cats, birds, fish, and similar domesticated animals customarily used as household pets. Typical uses include pet stores, dog bathing and clipping salons, and pet grooming shops. (Ord. No. 24-33, 12-2-24)

W. Research Services

Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

X. Restaurants

A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 per cent of the establishment's gross income.

1. Restaurant (Drive-in or Fast Food): An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele. Typical uses include cafes, coffee shops, and restaurants.
3. Mobile Food Truck – A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food or beverages with or without a charge which is designed for immediate consumption. Mobile Food Trucks may connect to City power utilities if the conditions set forth by the City and Board of Public Works are satisfied.
4. Mobile Food Vending Units – Any non-motorized vehicle, trailer, stand, cart, or other device designed to be portable and not permanently attached to the ground from which food is served or offered for sale, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food or beverages with or without a charge which is designed for immediate consumption. Mobile Food Vending Units may connect to City power utilities if the conditions set forth by the City and Board of Public Works are satisfied. Food vending machines which are designed to be unstaffed and exchange food items for money are not considered Mobile Food Vending Units.
(Ord. 22-7, Sec. 1, 3-7-2022)

Y. Stables

Boarding, breeding or raising of horses not owned by the occupants of the premises or riding of horses by other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables or public stables.

Z. Surplus Sales

Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets and factory outlets or discount businesses with outdoor display.

AA. Veterinary Services

Veterinary services, animal clinics, hospitals for animals, and incidental retail sales. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries, and veterinary hospitals.
(Ord. No. 24-33, 12-2-24)

308 Parking Use Types

A. Parking Facility

The use of a site for parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking lot.

B. Parking Structure

The use of a site for a building which provides for parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking lot. (Ord. No. 12-018, Sec. 1, 4-2-12)

309 Industrial Use Types

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

A. Custom Manufacturing

Establishments primarily engaged in the on-site assembly or production of goods by hand manufacturing, within enclosed structures, involving:

1. The use of hand tools, or
2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
3. A single kiln not exceeding 8 KW.

This category also includes the incidental direct sale to consumers of goods produced on site or otherwise permitted within the zoning district. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or un-enclosed outdoor storage. Typical uses include but are not limited to small scale assembly, ceramic studios, custom jewelry manufacturing, and candle making shops.

(Ord. No. 16-025, Sec. 1, 6-6-2016)

B. Light Industry

Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or un-enclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops and publishing houses.

C. General Industry

Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or pollution effects across property lines.

D. Heavy Industry

Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials.

- E. Recycling Collection**
Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to, glass, plastic, paper, cardboard, aluminum, or tin.
- F. Recycling Processing**
Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to, glass, plastic, paper, cardboard, aluminum, or tin.
- G. Resource Extraction**
A use involving on-site extraction of surface or subsurface mineral products or natural resources, excluding the grading and removal of dirt. Typical uses are quarries, borrow pits, sand and gravel operations, mining.
- H. Salvage Services**
Places of business primarily engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junk yards, or paper salvage yards.
- I. Warehousing**
Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, and open storage.
- I. Construction Yards**
Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites. Typical uses are building contractor's yards.
- K. Hatchery**
Establishment engaged in the process of incubation and hatching of poultry eggs. These establishments are characterized by having no major external environmental effects including noise, odor, vibration, or pollutants. Live poultry does not remain on site for extensive periods of time. (Ord. No. 16-011, Sec. 1, 3-7-2016)
- L. Brewery/Distillery**
Establishment engaged in the process of producing beer or distilled liquor. Shall include uses such as craft brewery, brewpub, microbrewery, beer manufacturers, microdistillery, and distilled liquor manufacturers as all such uses are defined in the Nebraska Liquor Control Act. (Ord. No. 16-025, Sec. 2, 6-6-2016)

310 Transportation Use Types

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

- A. Aviation Facilities**
Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

B. Railroad Facilities

Railroad yards, equipment servicing facilities, and terminal facilities.

C. Transportation Terminal

A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, and public transit facilities.

D. Truck Terminal

A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.

311 Miscellaneous Use Types

A. Broadcasting Tower

A structure for the transmission or broadcasting of radio, television, radar, or microwaves, ordinarily exceeding the maximum height permitted in its zoning district. Radio towers not exceeding fifty feet in height are excluded from this definition.

B. Construction Batch Plant

A temporary demountable facility used for the manufacturing of concrete, asphalt, or other paving materials intended for specific construction projects.

C. Wind Energy Conservation System (WECS)

Any device which converts wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

D. Landfill (Non-putrescible Solid Waste Disposal)

The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials and ceramic tile.

E. Landfill (Putrescible and Non-putrescible Solid Waste Disposal)

The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency. Typical disposal material would include non-putrescible wastes and vegetation, tree parts, agricultural wastes (garbage) and manure. All such landfills must be owned by a public agency or entity.

TABLE 4-2: PERMITTED USES BY ZONING DISTRICTS

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
AGRICULTURAL USES (1)															
Horticulture	P	P													P
Crop Production	P	P	S	S	S	S									P
Animal Production (I)	(2)														
Animal Production (II)	(3)														
Animal Production (III)	(4)														
Livestock Sales														S	
<u>Slaughterhouse</u>	<u>S</u>													<u>S</u>	
RESIDENTIAL USES															
Single-Family Detached	P	P	P	P	P	P	P	P							
Single-Family Attached			P	P	P	P	P	P							
Duplex					P	P	P	P							
Townhouse					S	P	P	S	S						
Multiple-Family						P	P	S	S		S				
Downtown Residential											S				
Group Residential						P	P	S	S		S				
Mobile Home Park						S	S								
Mobile Home Residential	P	P	P	P	P	P	P	P							

Note (1): Colleges, Universities, and Trade Schools shall be permitted to undertake any Agricultural Uses except for Animal Production (III) or Livestock Sales regardless of which zoning district the College, University, or Trade School is located in.

Note (2): Permitted by Special Use Permit in AG Districts more than 200 feet from the City Limits but within the first mile of the extra-territorial jurisdiction; permitted by right in AG Districts in the second mile of the extra-territorial jurisdiction.

Note (3): Permitted by Right in AG Districts within the second mile of the extra-territorial jurisdiction.

Note (4): Not permitted within the extra-territorial jurisdiction.

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

Redline



BEATRICE
CITY • BOARD OF PUBLIC WORKS

ZONING ORDINANCE

ARTICLE SIX
SUPPLEMENTAL USE REGULATIONS

LAST UPDATED – ~~AUGUST~~ APRIL 6, 2022

ARTICLE SIX –
SUPPLEMENTAL USE REGULATIONS

601 Purpose

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

602 Supplemental Use Regulations: Agricultural Uses

A. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

1. Garden Centers

- (a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.
- (b) Garden centers must conform to all site development regulations for the zoning district.
- (c) Any garden center adjacent to a residential district must maintain a 30-foot landscaped bufferyard, consistent with the standards established in Article Eight.

2. Roadside Stands

- (a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.
- (b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.
- (c) A roadside stand may operate for a maximum of one hundred eighty (180) calendar days in any one (1) year.

B. Type I Animal Production

1. Location

- (a) Any new Type I Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type I animal production

use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type I animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

- (b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

C. Type II Animal Production

1. Location

- (a) Any new Type II Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type II animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type II animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all

applicable use regulations. Any nonconforming use shall run with the land.

~~(a)~~(b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

(a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two (2) miles from a residential zoning district.

(b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

(a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.

(b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

D. Type III Animal Production

1. Location

(a) As of the date of enactment of Ordinance Number 07-20, no new Type III animal production use may be established within the city limits or within the extra-territorial jurisdiction of the City of Beatrice. Any Type III animal production use existing within the second mile of extra-territorial jurisdiction of the City of Beatrice pursuant to a Special Use Permit prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

(b) No Type III animal production use shall be located within 500 feet of property lines of the parcel on which it is located. A Type III animal production use that has been continuously in existence since the date of the adoption of this Ordinance and that is located within 500 feet of the property lines of the parcel on which it is located may perform additions, alterations, or enlargements of otherwise allowed by these regulations within the setback area so long as such additions, alterations, or enlargements do not increase the degree of nonconformity as to this setback requirement.

- (c) No Type III animal production use shall be located within 1,000 feet of an existing residential structure other than that of the owner or operator of the Type III animal production use.

2. Operation

- (a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.
- (c) Water shall not be discharged or directed from the Type III animal production site onto neighboring properties, except in the event of a storm with a [four percent \(4%\)](#) probability of occurrence within a 24-hour period, corresponding to a rainfall event with a probable recurrence of one in twenty-five years.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

5. General Standards and Application Requirements

- (a) Removal or disposal of livestock wastes, drainage, pollution control, and other aspects of Type III animal production operation shall comply with the regulations and standards of the Nebraska Department ~~of Environmental Quality~~ [Water, Energy, and Environment](#) for feedlots.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Type III animal production use shall include: certifications of plan review and approval by the Nebraska Department of Environmental Quality; a site plan showing the location and maximum area of the confinement area; and a detailed description of operations, including maximum number and type of livestock to be confined, livestock waste removal or disposal plans, drainage plans, and pollution control measures.

E. Slaughterhouse

1. Location

- (a) Slaughterhouse use shall be permitted by Special Use Permit in AG and GI Districts. All killing and butchering must take place indoors.
- (b) No confinement area for the holding of livestock or poultry shall be located within 100 feet of the property lines of the parcel on which it is located; or within 750 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Animal and butchering wastes shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant. All animal and butchering wastes shall be subject to all applicable nuisance codes of the City of Beatrice, and removal and disposal thereof shall be done in a manner such that no such waste shall become a nuisance.
- (b) No livestock or poultry shall remain in the confinement area for more than three (3) calendar days.
- (c) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure and butchering wastes; or by other accepted insect and rodent control measures.
- (d) No confinement area for the holding of livestock or poultry shall contain more than five (5) animals for more than eight (8) consecutive hours at one time.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock or butchering waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. General Standards and Application Requirements

- (a) Removal or disposal of livestock and butchering wastes, drainage, pollution control, and other aspects of Slaughterhouse operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for slaughterhouses.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Slaughterhouse use shall include: a traffic plan, livestock and butchering waste removal or disposal plans, drainage plans, and pollution control measures.

603 Supplemental Use Regulations: Residential Uses

A. All Residential Uses

No new residential use, other than the residence of the owner, operator, or employee of a Type III animal production facility, shall be constructed within 1,000 feet of an existing Type III animal production facility.

B. Single-Family Attached

Where permitted, the minimum side yard opposite the common wall shall be equal to twice the normal required side yard.

C. Townhouse Residential

Where permitted, townhouse residential is subject to the following regulations:

1. The site area per unit shall be the larger of the requirements set forth in Table 4-3 or 2,500 square feet in all districts where permitted.
2. The minimum width for any townhouse lot sold individually shall be 25 feet.
3. Coverage percentages are computed for the site of the entire townhouse common development.

D. Residential Uses in the CBD District

Residential uses are permitted in the CBD District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special use permit by the Planning and Zoning Commission.

E. Mobile Home Residential

Where permitted, mobile home residential is subject to the following regulations:

1. Each mobile home shall have:
 - (a) A floor area of at least 900 square feet;
 - (b) A minimum exterior width of 18 feet;
 - (c) A pitched roof with a minimum vertical rise of 2.5 inches for each 12 inches of horizontal run;
 - (d) A nonreflective exterior siding material of a color, material and scale comparable with those existing in residential site-built, single-family construction in the city;
 - (e) A nonreflective roof material which is or simulates asphalt or wood shingles, tile, or rock;
 - (f) Permanent connections to permanently located utilities complying with the International Plumbing Code adopted by Section 7-90 of the Beatrice City Code and the National Electrical Code as adopted by Nebraska Revised Statutes; and
 - (g) A label certifying that the mobile home was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et. seq. promulgated by the U.S. Department of Housing and Urban Development or a seal in accordance with the Nebraska Uniform Standards for Modular Housing Units Act.
2. Each mobile home shall have wheels, axles, transporting lights and removable towing apparatus removed.
3. Each mobile home shall be securely and permanently attached to a permanent foundation complying with the International Building Code adopted by Section 7-20 of the Beatrice City

Code.

4. The exterior siding of each mobile home shall extend to the ground and shall be supported to withstand wind loads as set forth in the Uniform Building Code adopted by Section 7-16 of the Beatrice City Code, or the foundations shall form a complete enclosure under the exterior walls. The space beneath the mobile home shall be properly ventilated.
5. Each mobile home shall be considered to be a single family detached structure for the purposes of determining applicable site development regulations.

(Ord. No. 16-24, Sec. 1, 6-6-16)

F. Mobile Home Parks

Mobile Home Parks may be allowed in the R-4 and RC Zoning Districts, subject to approval of a Special Use Permit and compliance with the following regulations:

1. Certification

A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be required of all Mobile Home Parks.

2. Minimum Area

The contiguous area of a Mobile Home Park shall be no less than five acres.

3. Density Requirements

(a) The minimum gross site area per dwelling unit shall be 7,000 square feet.

(b) The minimum size of an individual mobile home space shall be 5,000 square feet.

(c) Each mobile home space shall be at least 50 feet wide and clearly defined.

4. Site Development Standards

(a) Setbacks: Each Mobile Home Park shall have a minimum perimeter setback of 25 feet from adjacent properties of public rights-of-way. No space for a dwelling unit or any other structure shall be permitted in the required setback.

(b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped.

(c) Impervious Coverage: Impervious coverage for a Mobile Home Park shall not exceed 50 percent of the total site area.

(d) Open Space: Each Mobile Home Park shall provide a minimum of 400 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians.

(e) Separation Between Mobile Home Units: The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or

accessory structure shall be 20 feet.

- (f) Separation and Setbacks for Accessory Buildings: An accessory building on a mobile home space shall maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

5. Street Access and Circulation Requirements

- (a) Access to Public Street: Each Mobile Home Park must abut and have access to a dedicated public street with a right of way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
- (b) Vehicular Circulation: The Mobile Home Park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length.
- (c) Separation between Units and Circulation Areas: The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
- (d) Sidewalks: Each Mobile Home Park shall provide a sidewalk system to connect each mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.
- (e) Street and Sidewalk Standards: All internal streets and sidewalks shall be surfaced with concrete to city standards. Electric street lighting is required along all internal streets.
- (f) Parking Requirements: Each Mobile Home Park must provide at least two off-street parking stalls for each mobile home space.

6. Storm Shelters

Storm shelters shall be provided for all Mobile Home Parks and Mobile Home Subdivisions in conformance with the following requirements:

- (a) Shelters shall be located no more than 600 feet from any mobile home or other dwelling unit and/or occupied area served and on the same property.
- (b) Shelters shall provide 16.5 square feet of floor area per unit.
- (c) A sidewalk system shall be installed which connects all mobile homes or other dwelling units to the storm shelter.
- (d) Shelters shall be designed to withstand a wind speed of 200 miles per hour and in accordance with the technical guidelines recommended by the U.S. Federal Emergency Management Agency.

7. Utilities

All Mobile Home Parks shall provide individual units and common facilities with an adequate, piped supply of hot and cold water for both drinking and domestic purposes; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each mobile home space. Fire hydrants shall be provided as required by the City of Beatrice's Subdivision Regulations. All utility systems and connections shall comply with the Uniform Standard Code for Mobile Home Parks as adopted by Neb.Rev.Stat. 71-4634 et al.

8. Occupancy

No mobile home park shall be occupied or otherwise used until the Building Official has found the same to be in compliance with the Special Use Permit approved by the Planning and Zoning Commission, been licensed pursuant to the Nebraska Uniform Standard Code for Mobile Home Parks, and meets the standards of all other applicable laws, regulations, and requirements.

9. Completion Schedule

Construction must begin on any approved Mobile Home Park within one year of the date of approval by the Planning and Zoning Commission. Such construction shall be completed within two years of approval, unless otherwise extended by the Commission.

(Ord. No. 16-24, Sec. 1, 6-6-16)

G. Mobile Homes: Prohibition of Non-Residential Uses

1. Except as specifically provided herein, no mobile home unit may be used in any zoning district for a non-residential purpose, other than home occupations as permitted by Section 608. (Ord. No. 94-69, Sec. 4, 4-3-95; Ord. No. 98-43, Sec. 2, 8-3-98)

604 Supplemental Use Regulations: Civic Uses

A. Clubs

Clubs located adjacent to residential uses shall maintain a bufferyard of not less than fifteen feet along the common boundary with such residential use.

B. Group Care Facilities and Group Homes

Each group care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental subdivision.

605 Supplemental Use Regulations: Commercial Uses

A. Auto Repair, Equipment Repair, and Body Repair

1. All repair activities must take place within a completely enclosed building.
2. Any spray painting must take place within structures designed for that purpose and approved by the Beatrice Fire Department.

B. Auto Washing Facilities

1. Each automatic or conveyor operated auto washing facility shall provide stacking capacity for four automobiles per washing lane on the approach side of the washing structure and stacking space for two automobiles on the exit side.

2. Each self-service auto washing facility shall provide stacking space for two automobiles per bay on the approach side and one space per bay on the exit side of the building.
3. Stacking spaces may not be located within a required front yard.

C. Automobile and Equipment Rental and Sales

1. All outdoor display areas for rental and sales facilities shall be paved with asphalt or concrete.
2. Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 20% of the gross floor area of the building. All repair activities must take place within a completely enclosed building.

D. Campgrounds

1. Minimum Size: Each campground established after the effective date of this Ordinance shall have a minimum size of one acre.
2. Minimum Area per Campsite: Each individual campsite shall contain at least 1,000 square feet. The campsite shall be so designed that the required 1,000 square feet can be enclosed within a rectangle of which one side shall not exceed three times any other side.
3. Setbacks: All campgrounds shall maintain a 50-foot setback from all property lines.
4. Access:
 - (a) The access to public roads and highways shall be paved or surfaced in a similar manner to the adjacent public roads, and shall be approved by the city.
 - (b) Access roads shall be provided to each campsite and all access roads shall have a minimum unobstructed width of fourteen feet for all one-way roads, and twenty feet for all two-way roads.
5. Utilities: Each campground must maintain water supply, sewage disposal, and washing and toilet facilities in compliance with all City ordinances.
6. The layout of campgrounds shall minimize the destruction or alteration of natural vegetation or topography.
7. No campground may be occupied by the same person or persons for more than thirty days in any one calendar year.
8. No mobile home shall be located in a campground.
9. All special use permits issued under this section are temporary and valid only during the period that the campground and associated facilities comply with the provisions of this title and all other applicable ordinances and regulations.
10. All campground operators shall keep accurate records as to the length of time a person stays in the campground and shall make such records available to any city official upon request.

E. Convenience Storage

Convenience storage facilities shall be subject to the following requirements:

1. Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
2. All driveways within the facility that provide access to the doors of units available for rent shall provide a paved surface with a minimum width of 25 feet.
3. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

(Ord. No. 19-029, 8-5-19)

F. Kennels

1. When permitted in an AG Agricultural District located more than one mile from the city limits of the City of Beatrice, kennels shall be subject to the following additional requirements:
 - (a) Unless the establishment and runs are completely enclosed in a building, the lot upon which dogs are harbored or kept shall have a minimum area of 1,000 square feet for each dog over the age of one year maintained on the property. The number of dogs maintained on any such lot shall not exceed 50.
2. When permitted in an AG Agricultural District located one mile or less from the city limits of the City of Beatrice, kennels shall be subject to the following additional requirements:
 - (a) Any building, runs, fences, or other structure relating to the facility shall be set back at least 25 feet from any property line.
 - (b) Unless the establishment and runs are completely enclosed in a building, the lot upon which dogs are harbored or kept shall have a minimum area of 1,500 square feet for each dog over the age of one year maintained on the property. The number of dogs maintained on any such lot shall not exceed 50.
3. When permitted in the GC District, kennels shall be subject to the following additional requirements:
 - (a) The establishment and runs shall be within a completely enclosed building.
 - (b) The sound emitted through the walls or roofs of any building harboring animals shall not exceed 45 dbA.
 - (c) Any building, fences, or other structures relating to the facility shall be set back at least 25 feet from any property line.

606 Supplemental Use Regulations: Industrial Uses

A. Recycling Collection

When permitted, Recycling Collection shall be subject to the following additional requirements:

1. All business and processes of the facility shall be carried out within a completely enclosed structure, unless otherwise provided in this section.

2. The total building area of a Recycling Collection facility shall be between 500 square feet and 10,000 square feet, provided that it does not use external storage within an outside enclosed trailer. If recyclable materials are stored within such a trailer, the total building area shall be between 500 square feet and 2,500 square feet.
3. Any building shall be located a minimum of 150 feet from the boundary of any residential zoning district.
4. All materials must be stored within a completely enclosed structure. Recyclable materials may be stored within an outside enclosed trailer under the following conditions:
 - (a) The trailer shall be operable.
 - (b) The trailer must be set back at least 40 feet from a common lot line with any residential zoning district.
 - (c) The opening of the trailer must not face any residential zoning district.
 - (d) Trailer storage shall be limited to one vehicle with a maximum area of 320 square feet.
5. No storage of recyclable materials in excess of one month is allowed.
6. No power equipment may be used except for the purpose of loading recyclable materials.
7. The facility shall be maintained in compliance with all applicable health and fire codes.

B. Recycling Processing

When permitted, Recycling Processing shall be subject to the following additional requirements:

1. The total building area of a recycling processing facility shall be at least 500 square feet.
2. Any building or outside storage area shall be located a minimum of 300 feet from the boundary of any residential zoning district.
3. Outdoor storage is permitted for Recycling Processing facilities, subject to the following conditions:
 - (a) All such storage shall be screened in accordance with the provisions of Article Eight.
 - (b) Outdoor storage of recyclable materials must be located at least 300 feet from any property line adjacent to the rights-of-way of US Highways 77 or 136; or Nebraska Highway 4, unless such storage is completely obstructed from view of these highways by topography or land forms.
 - (c) Outdoor storage shall not be located in a required front yard setback.
4. All materials must be stored within a completely enclosed structure. Recyclable materials may be stored within an outside enclosed trailer under the following conditions:
 - (a) The trailer is operable.

(b) The trailer must be set back at least 40 feet from a common lot line with any residential zoning district.

(c) The opening of the trailer must not face any residential zoning district.

5. The facility shall be maintained in compliance with all applicable health and fire codes.

C. Resource Extraction

Resource extraction, where permitted, is subject to the following additional requirements:

1. Erosion Control: A resource extraction use may not increase the amount of storm run-off onto adjacent properties. Erosion control facilities, including retention and sediment basins, are required of each facility if necessary to meet this standard.
2. Surface Drainage: The surface of the use may not result in the collection or ponding of water, unless specifically permitted by the City Council.
3. Storage of Topsoil: Topsoil shall be collected and stored for redistribution following the end of the operation.
4. Elimination of Hazards: Excavation shall not result in a hazard to any person or property.
The following measures are required:
 - (a) Restoration of slopes to a gradient not exceeding 33% as soon as possible.
 - (b) Installation of perimeter safety screening.
 - (c) Installation of visual screening adjacent to any property within a residential district.
5. Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion.

D. Salvage Services

1. Minimum Size: The minimum size of any salvage services facility shall be four (4) acres.
2. Screening: The perimeter of each facility shall be fully enclosed by opaque, free-standing fencing or screen walls. Minimum height of this enclosure shall be eight (8) feet. Any such enclosure shall be constructed behind any required landscaped bufferyards.
3. Before establishing a Salvage Services use on a parcel of real property whose nearest property line is within one thousand (1,000) feet of the nearest property line of a residential zoning district,
 - (a) Notice must be provided via first class mail to each owner of property in a residential district whose nearest property line is within one thousand (1,000) feet of the nearest property line of the proposed location of the Salvage Services use; and

- (b) The City Council shall hold a public hearing regarding the location of the proposed Salvage Services use. At such hearing, any and all interested parties must be given the opportunity to be heard; and
 - (c) The City Council shall approve the location of the Salvage Services use by a majority vote.
4. The City Council's approval of a Salvage Services use is revocable based on the existence or reoccurrence of zoning violations, nuisance conditions, or violations of applicable local, state, or federal rules, regulations, or laws.
 5. No Salvage Services use may be established within 500 feet of any right of way line of Nebraska Highway 4 or U.S. Highways 136 or 77.

(Ord. No. 19-025, 7-15-19)

607 Supplemental Use Regulations: Miscellaneous Uses

A. Landfills

1. Public Ownership: Any landfill involving the disposal of putrescible or septic materials shall be owned and operated by a public agency. Such public agency may contract operations out to a private contractor.
2. Compliance with Codes: Each landfill must comply with all relevant city, county, State, or Federal codes and statutes.
3. Prevention of Hazards: No facility shall present a hazard to surrounding residents or properties.
4. Drainage and Water Supply: No landfill may modify or prevent the flow of major natural drainage ways within the jurisdiction of the City of Beatrice. Landfills shall not produce a measurable increase in pollution in any public water-based recreational facility or in any waterway or well that is a part of a public or private water supply.
5. Minimum Separation from Residential Uses: No non-putrescible landfill may be established within 500 feet of a developed residential or public use. No landfill involving the disposal of putrescible or septic wastes shall be established within one-fourth mile of any residential, public, or commercial zoning district; or any State or Federal Highway.
6. Restoration of Site: The site of any landfill must be restored, stabilized, planted, and seeded within twelve months after the end of the operation. Dissipation of waste products must be accomplished in a manner approved by the State of Nebraska's Department of Environmental Quality.
7. Toxic Waste: The disposal of hazardous, toxic, or radioactive wastes as defined by the Federal Environmental Protection Agency shall be prohibited within the City of Beatrice and its extra-territorial jurisdiction.

608 Supplemental Use Regulations: Accessory Uses

A. Home Occupations

Home occupations are permitted as an accessory use in residential units subject to the following conditions:

1. External Effects: No noise, odors, bright lights, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right of way.
2. Employees: A home occupation may employ a maximum of two individuals other than the residents of the dwelling unit.
3. Service Traffic: Deliveries or service by commercial vehicles or trucks over ten tons is prohibited.
4. The home occupation shall be carried on entirely within the principal dwelling unit. Operation of a home occupation shall not be carried on within a detached accessory building without approval of a Special Use permit as set forth in Section 1303.
5. Welding, vehicle body repair, mechanical repair, or rebuilding or dismantling of vehicles are not permitted as home occupations.

B. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot:

1. Private garages and parking for the residential use.
2. Recreational activities and uses by residents, excluding the housing of horses.
3. Home occupations, subject to Section 608(a) of these regulations.
4. Residential convenience services for multiple-family uses or mobile home parks for use by residents only.
5. Crafts and garage sales, provided that such sales on any single property occur no more than once every 60 days; and have a maximum duration of 3 days.

C. Detached Accessory Buildings: Residential Uses

Detached accessory buildings located in the R-1, R-2, R-3, or R-4 Districts shall comply with the following requirements:

1. Detached accessory buildings shall not exceed a maximum size of 1200 square feet unless a Special Use Permit to allow a maximum size of 1800 square feet is approved as set forth in Section 1303. The square footage set forth in this subsection shall include the square footage for all detached accessory buildings located on the site.
2. A maximum of two detached accessory buildings shall be located on a site.
3. Detached accessory buildings shall not exceed a maximum of 18 feet in height, measured to the ridge of the roof, unless a 'Special Use Permit' to allow a maximum height of 22 feet to the ridge of the roof is approved as set forth in Section 1303.
4. For purposes of Section 608(c), an accessory building shall be considered to be detached unless it is constructed as an integral part of the principal dwelling unit and is connected to the principal dwelling unit by a common vertical wall. Detached accessory buildings for multiple-

family dwellings shall not be subject to the requirements of subsection 608(c)(1). Gazebos and any detached accessory building that is smaller than 20 square feet shall not be subject to the requirements of Section 608(c).

5. For purposes of Section 608(c), an accessory building shall only be constructed on property which contains an existing principal dwelling unit. The removal or demolition of a principal dwelling unit shall require the removal of all accessory buildings located on the site.

Detached accessory buildings located in the RC, LC, GC, or CBD Districts shall comply with the following requirements:

6. Detached accessory buildings, upon sites which contain buildings used as dwelling units, shall not exceed a maximum size of 1200 square feet unless a Special Use Permit to allow a maximum size of 1800 square feet is approved as set forth in Section 1303. The square footage set forth in this subsection shall include the square footage for all detached accessory buildings located on the site.
7. A maximum of two detached accessory buildings shall be located on a site which contain a building used as a dwelling.
8. Detached accessory buildings, upon sites which contain buildings used as dwellings, shall not exceed 22 feet in height, measured at the ridge of the roof.
9. For purposes of Section 608(c), an accessory building shall be considered to be detached unless it is constructed as an integral part of the principal dwelling unit and is connected to the principal dwelling unit by a common vertical wall. Detached accessory buildings for multiple-family dwellings shall not be subject to the requirements of subsection 608(c)(6). Gazebos and any detached accessory building that is smaller than 20 square feet shall not be subject to the requirements of Section 608(c).
10. For purposes of Section 608(c), an accessory building shall only be constructed on property which contains an existing principal dwelling unit or a principal commercial, industrial, or office building which is open to the public for a minimum of twenty (20) hours per week. The removal or demolition of any dwelling unit, or commercial, industrial, or office building shall require the removal of all accessory buildings located on the site.

D. Permitted Accessory Uses: Other Use Types

Other use types may include the following accessory uses, activities, and structures on the same lot:

1. Parking for the principal use.
2. Manufacturing or fabrication of products made for sale in a principal commercial use, provided that such manufacturing is totally contained within the structure housing the principal use.
3. Services operated for the sole benefit of employees of the principal use.

E. Permitted Accessory Uses: Agricultural Use Types

1. Garden centers and roadside stands.

2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

(Ord. No. 96-3, Sec. 1, 2-5-96; Ord. No. 96-32, Sec. 1, 8-5-96, Ord. No. 98-2, 2-2-98, Ord. No. 05-37, 12-19-05; Ord. No. 08-21, Sec. 4, 8-4-08; Ord. No. 13-036, 8-19-13)

609 Supplemental Use Regulations: Outdoor Storage

Outdoor storage is prohibited in all zoning districts except the GI General Industrial zoning district, except as provided in this section.

A. Agricultural Use Types

Outdoor storage is permitted only where incidental to agricultural uses.

B. Civic Use Types

Outdoor storage is permitted only where incidental to Maintenance Facilities.

C. Commercial Use Types

1. Outdoor storage is permitted only where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; and Surplus Sales.
2. Outdoor storage is permitted only where incidental to Body Repair, provided that such storage is completely screened at property lines. No single item shall remain unrepaired on the site for longer than 60 days.

D. Industrial and Miscellaneous Use Types

1. Light Industry within the CBD Central Business District zoning district shall not include outdoor storage.
2. Outdoor storage is permitted only where it is incidental to Light Industry outside of the CBD Central Business District; General Industry; Heavy Industry; Recycling Processing; Resource Extraction; Salvage Services; Warehousing; and Construction Yards. Any such outdoor storage is subject to screening requirements set forth in Article Eight.
3. Outdoor storage is permitted where incidental to landfills.

610 Supplemental Use Regulations: Temporary Uses

A. Purpose

These provisions are intended to permit occasional, temporary uses and activities, when consistent with the objectives of the Zoning Ordinance and compatible with surrounding uses.

They are further intended to prevent temporary uses from assuming the character of permanent uses.

B. Temporary Use Types

The following temporary uses are permitted, subject to the regulations contained within these sections:

1. Model homes or apartments, if contained within the development to which they pertain.

2. Public assemblies and exhibits.
3. Commercial circuses, carnivals, fairs, festivals, or other transient events, provided that events are located on property owned by the sponsoring non-profit organization, or are located within a CBD or more intensive zoning district.
4. Outdoor art shows and exhibits.
5. Christmas tree or other holiday-related merchandise sales lots, provided that such facilities are not located in a residential zoning district.
6. Construction site offices, if located on the construction site itself.
7. Outdoor special sales, provided that such sales operate no more than three days in the same week and five days in the same month; and are located in commercial or industrial zoning districts.
8. Construction Batch Plants, provided that:
 - (a) No plant may be located within 500 feet of a developed residential use, park, or school.
 - (b) The Construction Batch Plant shall operate during daylight hours only. The Planning and Zoning Commission may, at its discretion, grant a conditional extension to these hours.
 - (c) The duration of the plant's operation does not exceed 180 days in one calendar year.

C. Required Conditions of All Temporary Uses

1. Each site shall be left free of debris, litter, or other evidence of the use upon its completion or removal.
2. The Building Official may establish other conditions which he/she deems necessary to ensure compatibility with surrounding land uses.

D. Permit Application and Issuance

1. An application to conduct a temporary use shall be made to the Building Official and shall include at a minimum a description of the proposed use; a diagram of its location; information regarding hours and duration of operation; and other information necessary to evaluate the application.
2. The Building Official may authorize a temporary use only if he/she determines that:
 - (a) The use will not impair the normal operation of a present or future permanent use on the site.
 - (b) The use will be compatible with surrounding uses and will not adversely affect the public health, safety, and welfare.
3. The duration of the permit shall be explicitly stated on the permit.

4. Decisions of the Building Official may be appealed to the Board of Adjustment.
(Ord. No. 97-28, Sec. 1, 4-21-97)

RESOLUTION NUMBER ____

WHEREAS, the City of Beatrice is developing a transportation project for which it intends to obtain Federal funds; and

WHEREAS, the City of Beatrice as a sub-recipient of Federal-Aid funding is charged with the responsibility of expending said funds in accordance with Federal, State, and local laws, rules, regulations, policies, and guidelines applicable to the funding of the Federal-aid project; and

WHEREAS, the City of Beatrice and JEO Consulting Group, Inc., wish to enter into a Professional Services Agreement to provide Preliminary Engineering Services for the Federal-aid project.

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

SECTION 1. That the Mayor is hereby authorized to execute the Preliminary Engineering Services Agreement between the City of Beatrice and JEO Consulting Group, Inc., for:

NDOT Project Number: DPS-34(46)

NDOT Control Number: 13608

NDOT Project Description: Beatrice Court Street Access and Safety Transformation
("CAST") Initiative

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 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Agreement No.	BK2608
NTP Date	2/23/2026
Agreement Amount	CPFF \$1,121,352.84

PROFESSIONAL SERVICES AGREEMENT
LPA PROJECTS
PRELIMINARY ENGINEERING SERVICES

CITY OF BEATRICE
JEO CONSULTING GROUP, INC.
PROJECT NO. DPS-34(46)
CONTROL NO. 13608
BEATRICE COURT STREET ACCESS & SAFETY
TRANSFORMATION (CAST) INITIATIVE

THIS AGREEMENT is between the City of Beatrice ("LPA") and JEO Consulting Group, Inc. ("Consultant"), collectively referred to as the "Parties".

WITNESSETH

WHEREAS, "State" means the Nebraska Department of Transportation in Lincoln, Nebraska, its Director, or authorized representative. The State will act as an agent of LPA and will represent the interests of the United States Department of Transportation in the development and construction of such LPA's project when State is managing the project on behalf of the LPA, and

WHEREAS, "LPA" for this Agreement means City of Beatrice who has jurisdictional responsibility over the transportation facility that will be the subject of this Agreement with Consultant. In this Agreement, LPA may also be used to refer to all Local Public Agencies, collectively. Local Public Agencies include, but are not necessarily limited to; Nebraska Cities, Villages, Counties, Political Subdivisions, Native American Tribes, and other entities or organizations found to be eligible sub recipients of federal funds for transportation projects, and

WHEREAS, State is authorized by state law to assist Nebraska Local Public Agencies, hereinafter referred to as LPA or LPAs, with obtaining and expending federal funds for local transportation projects, and

WHEREAS, State is presently assisting LPAs in the development of Federal-aid LPA transportation projects for local streets, roads and facilities, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. DPS-34(46) and formally authorizes the signing of this Agreement by the Mayor, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "F" and incorporated herein by this reference, and

WHEREAS, LPA used a qualification-based selection process to select Consultant to provide Preliminary Engineering services, hereinafter referred to as "Services", and

WHEREAS, Consultant is qualified to do business in Nebraska and has met all requirements of the Nebraska Board of Engineers and Architects to provide consultant engineering services in the State of Nebraska, and

WHEREAS, LPA and Consultant wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, Consultant is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement, and agrees to comply with all applicable federal-aid transportation project

PROFESSIONAL SERVICES AGREEMENT

related program requirements, so that Consultant's costs under this Agreement will be eligible for federal reimbursement, and

WHEREAS, LPA and Consultant intend that these Services be completed in accordance with the terms and conditions of the Nebraska LPA Guidelines Manual for Federal-Aid Projects; hereinafter referred to as "LPA Manual". The LPA Manual is a document approved by the Federal Highway Administration (FHWA) that sets out the requirements for local federal-aid projects to be eligible for federal reimbursement; the LPA Manual can be found in its entirety at the following web address: <http://dot.nebraska.gov/media/6319/lpa-guidelines.pdf>, and

WHEREAS, Consultant should request from LPA or State the contact information for Consultant's primary point of contact for this project, and

WHEREAS, the Parties understand that this Agreement will be posted to a publicly accessible database of State agreements pursuant to the requirements Neb. Rev. Stat. § 84-602.04.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties hereto agree as follows:

SECTION 1. CONTACT INFORMATION

Contact information, for the convenience of the Parties, is as follows:

1.1 Consultant Project Manager

Firm Name	JEO Consulting Group, Inc.
Contractor/Vendor Number	6084
Address	1937 N Chestnut St., Wahoo, NE 68066
Project Manager's Name	Jon Olsen
Project Manager's Phone	402-525-4586

1.2 Subconsultant Project Manager

Firm Name	Thiele Geotech, Inc.
Contractor/Vendor Number	6623
Address	13478 Chandler Road, Omaha, NE 68138
Project Manager's Name	Heath Cutler
Project Manager's Phone	402-556-2171

1.3 Subconsultant Project Manager

Firm Name	Morrisey Engineering
Contractor/Vendor Number	6687
Address	4940 North 118 th St, Omaha, NE 68164
Project Manager's Name	Toby Samuelson
Project Manager's Phone	402-991-3194

1.4 State Project Coordinator

Name	Jenna Habegger
Phone Number	402-479-3607

1.5 LPA RC

Name	Tobias Tempelmeyer
Phone Number	402-228-5200

1.6 State Agreements Specialist

Name	Lucinda Dowding
Phone Number	402-479-3127

SECTION 2. *This section has intentionally been left blank.*

SECTION 3. *This section has intentionally been left blank.*

SECTION 4. NOTICE TO PROCEED AND COMPLETION SCHEDULE

- 4.1 State, on behalf of LPA, issued Consultant a written Notice to Proceed on February 23, 2026. Invoiced charges for services performed by Consultant on the project prior to the date specified in the written Notice to Proceed will not be eligible for reimbursement.
- 4.2 In the event that prior to the Effective Date of this Agreement, Consultant is issued a Notice to Proceed and Consultant began work, Consultant will be paid for such work in accordance with this Agreement and the Parties are bound by this Agreement as if the work had been completed after the Effective Date of the Agreement.
- 4.3 Consultant shall complete the Services according to the schedule in attached Exhibit "A" and shall complete all Services required under this Agreement in a satisfactory manner by August 31, 2028. Costs incurred by Consultant after the completion date, are not eligible for reimbursement unless Consultant has received a written extension of time from LPA or State, on LPA's behalf. Extensions of the time to complete the Services must not be construed as an extension to the duration of the agreement.
- 4.4 The completion date will not be extended because of any avoidable delay attributed to Consultant, but delays not attributable to Consultant, such as delays attributable to LPA or State, may, upon request, constitute a basis for an extension of time.

SECTION 5. DURATION OF THE AGREEMENT (Matches Project Lifespan)

- 5.1 Effective Date – This Agreement is effective when executed by the Parties.
- 5.2 Expiration Date -- This Agreement expires when State has (a) completed the project final audit and cost settlement or (b) waived the requirement of a financial audit.
- 5.3 Duration of the Agreement – The Agreement duration is from the Effective Date to the Expiration Date. The Agreement duration is "specified" under Neb. Rev. Stat. § 73-506 to the period of time necessary for a Consultant to complete the applicable phase or phases of the development of this particular federal, state or locally funded construction project, including when applicable, the time during construction of the project.
- 5.4 Identifying Date – This Agreement may be identified by the date LPA signed the agreement.
- 5.5 Termination or Suspension – LPA, or State on LPA's behalf, reserves the right to terminate or suspend this Agreement at any time for any of the reasons provided herein.

SECTION 6. SCOPE OF SERVICES

- 6.1 LPA and Consultant understand that the Services provided by Consultant must be completed in accordance with all federal-aid reimbursement requirements and conditions. Consultant shall provide Preliminary Engineering services for project DPS-34(46), Beatrice, in Gage County, Nebraska. The Scope of Services ("Services") is outlined in Exhibit "A", attached and incorporated herein by this reference.
- 6.2 Exhibit "A" is the result of the following process:
 - 6.2.1 Consultant was provided with a document describing the detailed proposed Scope of Services for this project
 - 6.2.2 Consultant made necessary and appropriate proposed additions, deletions, and revisions to the detailed Scope of Services document
 - 6.2.3 Consultant participated in a review of the proposed Scope of Services, and the proposed revisions, and negotiated the final detailed Scope of Services and Fee

PROFESSIONAL SERVICES AGREEMENT

Proposal document, as shown in Exhibit "A" and Exhibit "B", attached and incorporated herein by this reference.

- 6.3 LPA, or State on LPA's behalf, reserves the unconditional right to add to, subtract from, or alter the Scope of Services at any time and such action on its part will in no event be deemed a breach of this Agreement. The addition, subtraction, or alteration will become effective seven (7) days after mailing written notice of such addition, subtraction, or alteration.
- 6.4 Any change in the Services will follow the process specified in the *Out-of-Scope Services* section in Exhibit "C", attached and incorporated herein by this reference.

SECTION 7. STAFFING PLAN (PE)

- 7.1 Consultant has provided LPA and State with a Staffing Plan or Staffing Plans, described in Exhibit "B". The Staffing Plan identifies the employees of Consultant, and when applicable subconsultants, who are anticipated to provide Services under this Agreement. Consultant understands that LPA and State are relying on key personnel from the Staffing Plan to be primarily responsible for completing the Services under this Agreement. LPA and State consider the Principals, senior level staff, Project Managers, Team Leaders or other similar classifications, to be the key personnel for the Services provided. Consultant and, when applicable subconsultants, may make occasional temporary changes to the key personnel. However, any permanent change to Consultant's or subconsultant's key personnel will require prior written approval from LPA, or State on LPA's behalf.
- 7.2 Personnel who are added to the Staffing Plan as replacements must be persons of comparable training and experience. Personnel added to the Staffing Plan as new personnel and not replacements must be qualified to perform the intended services. Failure on the part of Consultant or subconsultant to provide acceptable replacement personnel or qualified new personnel to keep the Services on schedule will be cause for termination of this Agreement, with settlement to be made as set out on Exhibit "C".

SECTION 8. *This section has intentionally been left blank.*

SECTION 9. NEW EMPLOYEE WORK ELIGIBILITY STATUS

- 9.1 Consultant agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. Consultant agrees to contractually require any subconsultants to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
- 9.2 The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby attests to the truth of the following certifications, and agrees as follows:

PROFESSIONAL SERVICES AGREEMENT

Neb. Rev. Stat. § 4-114. I certify compliance with the provisions of Section 4-114 and, hereby certify that this Consultant shall register with and use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. I agree to require all subconsultants, by contractual agreement, to require the same registration and verification process.

- 9.3 If Consultant is an individual or sole proprietorship, the following applies:
- a. Consultant must complete the United States Citizenship Attestation form and attach it to this Agreement. This form is available on the Department of Transportation's website at <http://dot.nebraska.gov/media/2802/ndot289.pdf>.
 - b. If Consultant indicates on such Attestation form that he or she is a qualified alien, Consultant agrees to provide the US Citizenship and Immigration Services documentation required to verify Consultant lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
 - c. Consultant understands and agrees that lawful presence in the United States is required and Consultant may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

SECTION 10. FEES AND PAYMENTS

- 10.1 Consultant's fee proposal is attached as Exhibit "B" and incorporated herein by this reference.
- 10.2 The maximum compensation amounts and general provisions concerning payment under this Agreement are attached as Exhibit "C".

SECTION 11. CONSULTANT'S PERFORMANCE (LPA PE)

11.1 Standard of Performance

Consultant shall complete the Services under this Agreement exercising the degree of skill, care, and diligence consistent with the applicable professional standards recognized by such profession and observed by national firms performing services of the type provided for in this Agreement. Consultant shall complete the Services exercising good and sound professional judgment and practices. Consultant's Services shall conform to applicable licensing requirements, industry standards, statutes, laws, acts, ordinances, and rules and regulations.

11.2 Quality of Service

Consultant agrees to perform all Services hereunder using qualified personnel consistent with good professional practice in the state of the art involved, and that performance of its personnel will reflect their best professional knowledge, skill, and judgment. Consultant agrees to permit LPA, or State on LPA's behalf, access at all times to the work product for purposes of reviewing same and determining that the Services are being performed in accordance with the terms of this Agreement.

11.3 Performance Evaluation

11.3.1 LPA, or State on LPA's behalf, retains the discretion to conduct an evaluation of Consultant's performance at any time. Consultant's performance may be subject to an evaluation in the following performance categories: (1) Communication, Cooperation, and Project Management; (2) Schedule; (3) Scope and Budget; and (4) Quality and Technical Performance. Consultant understands that if LPA, or

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State on LPA's behalf, determines that Consultant's performance is not meeting, has not met, or is at risk of not meeting the Standard of Performance set out herein, LPA, or State on LPA's behalf, may conduct a Consultant Performance Evaluation based on the applicable foregoing performance categories. If LPA, or State on LPA's behalf, chooses to conduct a Consultant Performance Evaluation, LPA, or State on LPA's behalf, will notify Consultant of the evaluation including necessary instructions and procedures for complying with the evaluation.

11.3.2 Consultant shall, to the fullest extent reasonable, implement and make modifications and changes in response to the evaluation, correct deficiencies, implement improvements, and improve performance to comply with the terms of this Agreement in response to the Performance Evaluation. LPA's or State's remedies for substandard performance will apply even in the absence of a Consultant Performance Evaluation.

11.4 LPA's or State's Remedies for Substandard Performance

Upon notice of substandard performance of Services revealed during or after the construction of the project, Consultant shall re-perform the Services at no cost to LPA or State. Further, Consultant shall reimburse LPA or State for any costs incurred by LPA or State for necessary remedial work. Consultant shall respond to LPA's or State's notice of any errors, omissions, or negligence within twenty-four (24) hours and give immediate attention to necessary corrections to minimize any delays to the project. This may involve visits by Consultant to the project site, if directed by LPA or State. If Consultant discovers errors, omissions, or negligence in its Services, Consultant shall notify LPA and State of the errors within three (3) business days. Failure of Consultant to notify LPA and State constitutes a breach of this Agreement.

If Consultant fails to re-perform the Services, or if LPA or State determines that Consultant will be unable to correct substandard Services before the time specified for completion in this Agreement, LPA or State may correct such unsatisfactory Services (or by the use of third parties) and charge Consultant for the costs incurred.

If LPA or State requires Consultant to remedy any deficiencies in the Services, Consultant shall make such corrections at no additional cost to LPA or State. Any increase or decrease in the scope of the Services or any modification of the specifications will be made only by written agreement signed by the Parties. Consultant shall bear legal liability for all damages incurred by LPA or State caused by Consultant's errors, omissions, or negligent acts without liability or expense to LPA or State. The rights and remedies of LPA or State provided herein are in addition to any other remedies provided by law.

SECTION 12. CONSULTANT'S ACCOUNTABILITY FOR ITS SERVICES (LPA)

12.1 Consultant agrees that LPA and State will rely on the professional training, experience, performance and ability of Consultant. Consultant agrees that examination by LPA, State, or Federal Highway Administration of the United States Department of Transportation (FHWA), approval, acceptance, use of, or acquiescence in Consultant's Services, will not be considered a full and comprehensive examination and will not be considered approval of Consultant's Services that would relieve Consultant from liability or expense connected with Consultant's sole responsibility for the propriety and integrity

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of Consultant's Services pursuant to this Agreement. Consultant agrees that LPA's or State's declining to approve Consultant's services will not be deemed an acceptance of defective services or relieve Consultant of its obligations and liabilities with respect to such services.

- 12.2 Consultant agrees that acceptance or approval of any of the services of Consultant by LPA or State or of payment, partial or final, will not constitute a waiver of any rights of LPA or State to recover from Consultant damages caused by Consultant due to error, omission, or negligence of Consultant in its services.

SECTION 13. DISPUTES

Any dispute concerning a question of fact in connection with the work will be addressed in accordance with LPA Manual Section 4.4.3.5 DISPUTE RESOLUTION.

SECTION 14. SUSPENSION OR TERMINATION (PE 2-25-16)

14.1 Suspension or Termination

LPA or State, on LPA's behalf, has the absolute right to suspend the work or terminate this Agreement at any time and for any reason and such action on its part will in no event be deemed a breach of this Agreement. Without limiting the rights set out in this section, the following is a non-exclusive list of the examples of the circumstances under which LPA or State may suspend or terminate this Agreement:

- a. A loss, elimination, decrease, or re-allocation of funds that make it difficult, unlikely or impossible to have sufficient funding for the Services or the project
- b. The Services or the project are abandoned for any reason
- c. Funding priorities have changed
- d. LPA's or State's interests are best protected by suspension or termination of this Agreement
- e. Consultant fails to meet the schedule, milestones, or deadlines established in this Agreement or agreed to in writing by the Parties
- f. Consultant fails to provide acceptable replacement personnel or qualified new personnel
- g. Consultant has not made sufficient progress to assure that the Services are completed in a timely manner
- h. Consultant fails to meet the standard of care applicable to the Services
- i. Consultant fails to meet the performance requirements of this Agreement
- j. Consultant's breach of a provision of this Agreement or failure to meet a condition of this Agreement
- k. Consultant's unlawful, dishonest, or fraudulent conduct in Consultant's professional capacity
- l. Consultant fails to complete the project design in a form that is ready for letting a contract for construction according to the approved contract documents, including, but not limited to, project plans and specifications

14.2 *This section has intentionally been left blank.*

14.3 Suspension

- a. Suspension for Convenience. If LPA or State, on LPA's behalf, suspends the work for convenience, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. Such

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notice will provide the reason(s) for such suspension. Consultant will not be compensated for any Services completed or costs incurred after the date of suspension. Consultant shall provide LPA and State a detailed summary of the current status of the Services completed and an invoice of all costs incurred up to and including the date of suspension.

- b. Suspension for Cause. If LPA or State, on LPA's behalf, suspends the work for cause or for issues related to performance, responsiveness or quality that must be corrected by Consultant, Consultant will be given notice of the date of suspension, which date will be no fewer than three (3) business days after notice is given. The notice of suspension will provide Consultant with the reason(s) for the suspension, a timeframe for Consultant to correct the deficiencies, and when applicable, and a description of the actions that must be taken for LPA or State to rescind the suspension. Consultant's right to incur any additional costs will be suspended at the end of the day of suspension and will continue until all remedial action is completed to the satisfaction of LPA and State. Failure to correct the deficiencies identified in a suspension will be grounds for termination of this Agreement.

14.4 Termination

If LPA or State, on LPA's behalf, terminates this Agreement, Consultant will be given notice of the date of termination, which will be no fewer than three (3) business days after notice is given. The notice of termination will provide Consultant with a description of the reason(s) for the termination. The notice must specify when the Agreement will be terminated along with the requirements for completion of the work under the Agreement. Consultant's right to incur any additional costs will cease at the end of the day of termination or as otherwise provided.

14.5 Compensation upon suspension or termination

If LPA or State, on LPA's behalf, suspends the work or terminates the Agreement, Consultant must be compensated in accordance with the provisions set out in Exhibit "C", provided however, that in the case of suspension or termination for cause or for Consultant's breach of this Agreement, LPA or State, on LPA's behalf, will have the power to suspend payments, pending Consultant's compliance with the provisions of this Agreement. In the event of termination of this Agreement for cause, LPA or State, on LPA's behalf, may make the compensation adjustments set out in Exhibit "C".

SECTION 15. OWNERSHIP OF DOCUMENTS

- 15.1 All surveys, maps, studies, reports, computations, charts, plans, specifications, electronic data, shop drawings, diaries, field books, and other project documents prepared or obtained under the terms of this Agreement are the property of LPA. Consultant shall deliver these documents to LPA at the conclusion of the project for inclusion in LPA's federal-aid file without restriction or limitation as to further use.
- 15.2 LPA acknowledges that such data may not be appropriate for use on an extension of the Services covered by this Agreement or on other projects. Any use of the data for any purpose other than that for which it was intended without the opportunity for Consultant to review the data and modify it if necessary for the intended purpose will be at LPA's sole risk and without legal exposure or liability to Consultant.

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- 15.3 Further, Consultant shall keep time sheets and payroll documents in Consultant's files for at least three years from the completion of final cost settlement by FHWA and project closeout by State.

SECTION 16. CONFLICT OF INTEREST LAWS

Consultant shall review the Conflict of Interest provisions of 23 CFR 1.33 and 49 CFR 18.36(b)(3) and agrees to comply with all the Conflict of Interest provisions in order for LPA's project to remain fully eligible for federal funding. By signing this Agreement, Consultant certifies that Consultant is not aware of any financial or other interest Consultant has that would violate the terms of these federal provisions.

SECTION 17. USE AND/OR RELEASE OF PRIVILEGED OR CONFIDENTIAL INFORMATION

- 17.1 Certain information provided by LPA or State to Consultant is confidential information contained within privileged documents protected by 23 U.S.C. §407. "Confidential information" means any information that is protected from disclosure pursuant to state and federal law and includes, but is not limited to, accident summary information, certain accident reports, diagnostic evaluations, bridge inspection reports, and any other documentation or information that corresponds with said evaluations or reports, and any other information protected by 23 U.S.C. §407. "Privileged document" means any document pertaining to any file or project maintained by LPA or State that is privileged and protected from disclosure, pursuant to appropriate state and federal law, including any document containing attorney-client communications between an LPA or State employee and Legal Counsel. This confidential and privileged information is vital and essential to Consultant in order that Consultant adequately design the project at hand on behalf of LPA or State.
- 17.2 Consultant agrees it will only use any information or documentation that is considered to be privileged or confidential for the purposes of executing the services by which it has agreed to render for LPA or State for the project at hand only. Consultant agrees not to reveal, disseminate, or provide copies of any document that is confidential and privileged to any individual or entity. LPA or State agrees that any information or documentation that is considered to be privileged or confidential that is provided to Consultant will be marked with the following information (Approved 11/4/11):
- "CONFIDENTIAL INFORMATION: Federal Law, 23 U.S.C §407, prohibits the production of this document or its contents in discovery or its use in evidence in a State or Federal Court. The State of Nebraska [or LPA] has not waived any privilege it may assert as provided by that law through the dissemination of this document and has not authorized further distribution of this document or its contents to anyone other than the original recipient."*
- 17.3 Consultant agrees to obtain the written approval of LPA and State prior to the dissemination of any privileged or confidential information or documentation if it is unclear to Consultant whether such information or documentation is in fact privileged or confidential.
- 17.4 Consultant and LPA or State agree that any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant will create liability on the part of Consultant to LPA or State for any damages that may occur as a result of the unauthorized dissemination. Consultant agrees to hold harmless,

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indemnify, and release LPA or State from any liability that may ensue on the part of LPA or State for any unauthorized dissemination of any privileged or confidential information or documentation on the part of Consultant.

SECTION 18. FORBIDDING USE OF OUTSIDE AGENTS (Standard provision)

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, LPA or State has the right to annul this Agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

SECTION 19. GENERAL COMPLIANCE WITH LAWS

Consultant agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If Consultant is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

SECTION 20. RESPONSIBILITY FOR CLAIMS AND LIABILITY INSURANCE (3-2-21)

- 20.1 Consultant agrees to hold harmless LPA and State from all claims and liability due to the error, omission, or negligence of Consultant or those of Consultant's agents or employees in the performance of work under this Agreement. It is expected that in carrying out the work under this Agreement, Consultant will make various decisions and judgments and Consultant will determine what actions are required by Consultant and by others to properly complete the work. Nothing in this Agreement shall be interpreted to relieve Consultant from any liability it would otherwise have to LPA or State in carrying out the work under this Agreement.
- 20.2 For the duration of this Agreement, Consultant shall carry insurance as outlined in Exhibit "D", attached and incorporated herein by this reference. For any work to be performed by a subconsultant/subcontractor or other person/entity, at any tier, for Consultant, Consultant shall require that such subconsultant/subcontractor or other person/entity meet the insurance requirements outlined in Exhibit "D".

SECTION 21. COORDINATING PROFESSIONAL AND PROFESSIONAL REGISTRATION

(2-1-18)

21.1 Coordinating Professional:

To the extent of any design work applicable to the Services under this Agreement, the following Coordinating Professional language applies:

If LPA's project involves more than one licensed professional engineer, LPA shall designate a Coordinating Professional (defined in Neb. Rev. Stat. § 81-3408) for this project as required by Neb. Rev. Stat. § 81-3437.02 of the Nebraska Engineers and Architects Regulation Act (Neb. Rev. Stat § 81-3104 et seq.). The Coordinating Professional will apply his or her seal and signature and the date to the cover sheet of all documents and denote the seal as that of the Coordinating Professional. The Coordinating Professional will verify that all design disciplines involved in the project are

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working in coordination with one another, and that any changes made to the design are approved by the corresponding discipline. Consultant agrees to cooperate with the designated Coordinating Professional to meet the requirements of state law. Consultant further agrees to contractually require its subconsultants to cooperate with the designated Coordinating Professional.

If Consultant's engineer has been identified as the Coordinating Professional for this project, and, for whatever reason, the designated Coordinating Professional is no longer assigned to the project, Consultant shall provide LPA written notice of the name of the replacement within 10 business days.

21.2 Professional Registration:

To the extent the work requires engineering services, Consultant will affix and sign the seal of a registered professional engineer or architect licensed to practice in the State of Nebraska, on all applicable documents, plans, specifications, and reports prepared under this Agreement as required by the Nebraska Engineers and Architects Regulations Act.

SECTION 22. SUCCESSORS AND ASSIGNS

This Agreement is binding on successors and assigns of either party.

SECTION 23. DRUG-FREE WORKPLACE POLICY

Consultant shall have, and comply with, an acceptable and current drug-free workplace policy on file with State. Consultant's employees shall not use illegal drugs or consume alcohol during work hours and while performing Services for State under this Agreement.

SECTION 24. FAIR EMPLOYMENT PRACTICES ACT

Consultant agrees to abide by the Nebraska Fair Employment Practices Act, as provided by Neb. Rev. Stat. §§ 48-1101 through 48-1126.

SECTION 25. DISABILITIES ACT

Consultant agrees to comply with the Americans with Disabilities Act of 1990 (P.L. 101-366), as implemented by 28 CFR 35.

SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES

- 26.1 Consultant shall ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to compete for and participate in the performance of subagreements financed in whole or in part with federal funds under this Agreement.
- 26.2 Consultant shall not discriminate on the basis of race, color, sex, age, disability, or national origin in the award and performance of FHWA-assisted contracts. Failure of Consultant to carry out the requirements set forth above will constitute a breach of this Agreement and, after the notification of the FHWA, may result in termination of this Agreement by LPA or State or such remedy as LPA or State deem appropriate.

SECTION 27. TITLE VI NONDISCRIMINATION CLAUSES (2023 NDOT Title VI Implementation Plan)

27.1 Appendix A - During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

27.1.1 Compliance with Regulations

The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

27.1.2 Nondiscrimination

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR 21.

27.1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

27.1.4 Information and Reports

The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

27.1.5 Sanctions for Noncompliance

In the event of contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

27.1.5.1 withholding payments to the contractor under the contract until the contractor complies; and/or

27.1.5.2 cancelling, terminating, or suspending a contract, in whole or in part.

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27.1.6 Incorporation of Provisions

The contractor will include the provisions of paragraphs 27.1.1 through 27.1.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

27.2 Appendix E – During the performance of this contract, the Contractor, Consultant, or when applicable LPA, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- 27.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 27.2.2 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 27.2.3 Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 27.2.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 27.2.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 27.2.6 Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 27.2.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- 27.2.8 Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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- 27.2.9 The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 27.2.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 27.2.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 27.2.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SECTION 28. SUBLETTING, ASSIGNMENT, OR TRANSFER

- 28.1 The Subconsultant will provide additional Preliminary Engineering services.
- 28.2 Any other subletting, assignment, or transfer of any professional services to be performed by Consultant is hereby prohibited unless prior written consent of State, on LPA's behalf, is obtained.
- 28.3 At LPA's or State's discretion, Consultant may enter into an agreement with any subconsultants/subcontractors (including allowing subconsultants/subcontractors at lower tiers) for work covered under this Agreement. All subconsultant/subcontractor agreements, at any tier, for work covered under this Agreement must contain identical or substantially similar provisions to those in this agreement. No right-of-action against LPA or State will accrue to any subconsultant/subcontractor by reason of this Agreement.
- 28.4 As outlined in SECTION 26. DISADVANTAGED BUSINESS ENTERPRISES, Consultant shall take all necessary and reasonable steps to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subagreements. Any written request to sublet any other services must include documentation of efforts to employ a disadvantaged business enterprise.

SECTION 29. CONSULTANT CERTIFICATIONS

The undersigned duly authorized representative of Consultant, by signing this Agreement, hereby swears, under the penalty of law, to the best of my knowledge and belief, the truth of the following certifications, and agrees as follows:

- 29.1 Neb. Rev. Stat. § 81-1715(1). I certify compliance with the provisions of Section 81-1715 and, to the extent that this Agreement is a lump sum, actual cost-plus-fixed-fee, or specific rates of compensation type professional services agreement, I hereby certify that wage rates and other factual unit costs supporting the fees in this Agreement are accurate, complete, and current as of the date of this Agreement. I agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums

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by which State determines the contract price had been increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

29.2 Neb. Rev. Stat. §§ 81-1717 and 1718. I hereby certify compliance with the provisions of Sections 81-1717 and 1718 and, except as noted below, neither I nor any person associated with the firm in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- a. Has employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement, or
- b. Has agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement, or
- c. Has paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with procuring or carrying out this Agreement, except as here expressly stated (if any).

29.3 Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions. Section 29.3a below contains 10 instructions that consultant agrees to follow in making the certifications contained in 29.3b.

a. Instructions for Certification

1. By signing this Agreement, Consultant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this project. Consultant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with State's determination whether to enter into this Agreement. However, failure of Consultant to furnish a certification or an explanation will disqualify Consultant from participation in this Agreement.
3. The certification in this clause is a material representation of fact upon which reliance was placed when State determined to enter into this Agreement. If it is later determined that Consultant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, State may terminate this Agreement for cause or default.
4. Consultant shall provide immediate written notice to State if at any time Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 – Debarment and suspension. Exec. Order No. 12,549, 51 Fed. Reg. 6370 (1986).
6. Consultant agrees that should the proposed covered transaction be entered into, it will not knowingly enter into any lower tier covered transaction with a person

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who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by State before entering into this Agreement.

7. Consultant further agrees to include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by State without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 8. Consultant in a covered transaction may rely upon a certification of a prospective Subconsultant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A Consultant may decide the method and frequency by which it determines the eligibility of its principals.
 9. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 10. Except for transactions authorized under paragraph a.6. of these instructions, if Consultant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, State may terminate this Agreement for cause or default.
- b. Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions
1. By signing this Agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b) above; and
 - d) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

PROFESSIONAL SERVICES AGREEMENT

2. Where Consultant is unable to certify to any of the statements in this certification, such Consultant shall attach an explanation to this Agreement. I acknowledge that this certification is to be furnished to State and the FHWA in connection with this Agreement involving participation of federal-aid highway funds and is subject to applicable, state and federal laws, both criminal and civil.

SECTION 30. LPA CERTIFICATION

- 30.1 By signing this Agreement, I do hereby certify that, to the best of my knowledge, Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:
 - a. employ or retain, or agree to employ or retain, any firm or person, or
 - b. pay or agree to pay to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.
- 30.2 I acknowledge that this certification is to be furnished to the FHWA, upon their request, in connection with this Agreement involving participation of Federal-Aid highway funds and is subject to applicable state and federal laws, both criminal and civil.

SECTION 31. SEVERABILITY

The invalidity or unenforceability of any such clause, provision, section, or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part.

SECTION 32. COMPLETENESS

This Agreement is the complete and exclusive statement of the arrangement between the parties, and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter thereof. It may be amended from time to time in writing by the mutual consent of the Parties hereto.

SECTION 33. FEDERAL AID REQUIRED CLAUSES

The contract clauses set out on Exhibit "E", to the extent applicable, are attached and incorporated herein by this reference. Consultant shall attach and incorporate Exhibit "E" in any subconsultant agreements for work under this agreement.

PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the Parties hereby execute this Agreement pursuant to lawful authority as of the date signed by each party. Further, the Parties, by signing this Agreement, attest and affirm the truth of each and every certification and representation set out herein.

EXECUTED by Consultant this 19th day of March, 2026.

JEO CONSULTING GROUP, INC.
Jeff Henson

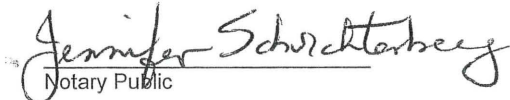


President

STATE OF NEBRASKA)
)ss.
SAUNDERS COUNTY)

SUBSCRIBED AND SWORN to before me this 19th day of March, 2026.





Notary Public

EXECUTED by the City of Beatrice this _____ day of _____, 20____.

CITY OF BEATRICE
Stan Wirth

Mayor

Subscribed and sworn to before me this _____ day of _____, 20____.

Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility
Jodi Gibson

Local Assistance Division Manager

RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice, Nebraska (“City”) has been awarded grant funds (“Grant No. 3-31-0009-025/026/027”) for the purchase and installation of new navigational assistance equipment at the Beatrice Municipal Airport (the “Project”); and

WHEREAS, the City retained Alfred Benesch & Company (“Benesch”) to make a recommendation on the award of bids for the work to be done for the Project; and

WHEREAS, on March 19, 2026, the City received three (3) bids for the work to be performed for said project; and

WHEREAS, Benesch has recommended that the City accept the bid submitted by Danielle’s Approach, LLC; and

WHEREAS, the Mayor and City Council desire to accept the bid submitted Danielle’s Approach, LLC for the Project, subject to and contingent upon the Federal Aviation Administration’s (“FAA’s”) concurrence in award and offer of an Airport Improvement Program grant.

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

SECTION 1. That the Mayor and City Council hereby approve and accept the bid submitted by Danielle’s Approach, LLC for the Project, subject to and contingent upon the FAA’s concurrence in award and offer of an Airport Improvement Program grant. A copy of the proposed project, marked as Exhibit “A”, is attached hereto and incorporated herein by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"



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

March 23, 2026

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

REFERENCE: Beatrice Municipal Airport (BIE), Beatrice, NE
Install RWY 18/36 and 14/32 (P4L & P2L); Install RWY 18 REIL
(GRANT NO.: 3-31-0009-025/026/027)
Letter of Recommendation for Award of Bid

Dear Mr. Tempelmeyer / Mr. Schmitt:

On Thursday, March 19, 2026, bids for the above referenced project were received, opened, and read aloud. Three (3) bids were received for the work. The bids have been checked, and the bid tabulation is attached.

The bid consisted of Base Bid – Runway 18/36 & Runway 14/32 PAPIs (Items 1 thru 29) and Add Alternate – Runway 18 REIL (Items ADD1-1 thru ADD1-11). Summarized directly below are the contractor’s total bid amounts.

Bidder

Danielle’s Approach, LLC (herein after called Danielle’s)
311 W Norfolk Ave., Suite 200, Norfolk, NE 68701

Base Bid – Runway 18/36 & Runway 14/32 PAPIs (Items 1 - 29):	\$607,270.05
Add Alternate – Runway 18 REIL (Items ADD1-1 - ADD1-11):	\$92,412.15
Total Base Bid:	\$607,270.05
Total Base Bid + Add Alternate:	\$699,682.20

Third Generation Electric (herein after called TGE)
8620 S 33rd Ave, Tulsa, OK 74132

Base Bid – Runway 18/36 & Runway 14/32 PAPIs (Items 1 - 29):	\$660,332.00
Add Alternate – Runway 18 REIL (Items ADD1-1 - ADD1-11):	\$91,314.00
Total Base Bid:	\$660,332.00
Total Base Bid + Add Alternate:	\$751,646.00

KOBO Utility Construction Corp. (herein after called KOBO)
4 Victory Drive, Sandwich, MA 02563

Base Bid – Runway 18/36 & Runway 14/32 PAPIs (Items 1 - 29):	\$838,427.00
Add Alternate – Runway 18 REIL (Items ADD1-1 - ADD1-11):	\$108,349.50
Total Base Bid:	\$838,427.00
Total Base Bid + Add Alternate:	\$946,776.50

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

Base Bid – Runway 18/36 & Runway 14/32 PAPIs (Items 1 - 29):	\$738,987.00
Add Alternate – Runway 18 REIL (Items ADD1-1 - ADD1-11):	\$143,734.00
Total Base Bid:	\$738,987.00
Total Base Bid + Add Alternate:	\$882,721.00

The detailed Engineer's Estimate is also included in the bid tabulation attached.

The following paragraphs discuss in detail how the bidders filled out the various required pages of the proposal form:

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

Danielle's proposal did not have any errors in their extension prices, although there were minor errors in the Base Bid (+\$0.10) and Base Bid + Add Alternate (+\$0.10) summations. **Danielle's** overall bid total (Base Bid + Add Alt.) was below the Engineer's Estimate by \$183,038.80.

TEG's proposal did not have any errors in their extension prices or totals. **TEG's** overall bid total (Base Bid + Add Alt.) was below the Engineer's Estimate by \$131,075.00.

KOBO's proposal did not have any errors in their extension prices or totals. **KOBO's** overall bid total (Base Bid + Add Alt.) was above the Engineer's Estimate by \$64,055.50.

Page P.6 (Addendum Acknowledgement)

There were no addendums issued during the bidding phase of this project. As a result, no bidders were required to provide an Addendum Acknowledgement.

Page P.9 (Additional Insurance Charge)

Bidders are required to note if there is an additional insurance charge for naming the City of Beatrice and the Engineer (Benesch) as additional insured on the contractor insurance policy for the project. **Danielle's**, **TEG**, and **KOBO** all indicated that there would be no additional insurance charge applied to this project.

Pages P.11 thru P.14 (DBE Utilization Statement & DBE Letter of Intent)

Danielle's, **TEG**, and **KOBO** provided DBE utilization amounts of \$0 and contract percentages of 0.0%.

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

Page P.17 (Bidder's List Collection Form)

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

Pages P-19 thru P-32 (Buy American)

As required by the contract documents, **Danielle's, TEG, and KOBO** submitted a "Certification of Compliance with FAA Buy American Preference – Construction Projects" forms. **Danielle's, TEG and KOBO** signed the FAA Construction Projects Buy American Preference certifications. **Danielle's, TEG and KOBO** checked the box certifying that they will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA for "Construction Projects" forms.

Page P.33 (Certificate of Bidder Regarding Tax Delinquency And Felony Convictions)

Danielle's, TEG, and KOBO successfully filled out and signed the Tax Delinquency and Felony Convictions certification form. **Danielle's, TEG, and KOBO** stated that their firm does not have any Tax Delinquency or Felony Convictions.

Pages P.35 thru P.38 (Bidder Signature Pages)

Danielle's, TEG, and KOBO submitted a properly signed proposal. **Danielle's, TEG, and KOBO** signed under the "Corporation" section of the signature pages.

Miscellaneous Other Requirements

Mobilization Limit

As required by the contract documents under specification Item C-105 "Mobilization", mobilization costs are limited to 10% of the bid cost. **Danielle's, TEG, and KOBO** were all below the 10% mobilization threshold of their bid costs (Base Bid + Add Alt.).

Bid Guarantee

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

Danielle's, TEG, and KOBO all successfully submitted a 5% bid guaranty to the City of Beatrice, Nebraska with their bid proposal.

Pre-Qualification

The contract documents did not have a Nebraska Department of Transportation (NDOT) pre-qualification requirement, but did require that the contractors submitting bids must be qualified to do the work. Benesch has worked with **Danielle's** on past projects and it's in Benesch's opinion that all are qualified to complete the work. Benesch has not worked with **TEG or KOBO** on past airport projects.

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

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

Benesch Recommendation

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


In review of the submitted proposals, **Benesch recommends that the City of Beatrice considers Danielle’s bid proposal** for the Install RWY 18/36 and 14/32 PAPIs (P4L & P2L); Install RWY 18 REIL project. **Danielle’s** was the lowest responsive and responsible bidder for the combined total of Base Bid and Add Alternate bid sections. **Danielle’s** has provided all necessary documentation required in the bid proposal packet. Finally, **Danielle’s** total price is approximately 20.7% less than the Engineer’s estimate.


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

- Bid Tabulation Sheet with Engineer’s Estimate (2 Pages)
- **Danielle’s Approach, LLC’s** complete bid proposal information (Includes Bid Bond) (50 Pages)
- Final Plan Holders List (1 Page)

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

Sincerely,
Alfred Benesch & Company


Prepared By: Alex Bernhardson, P.E.


Approved By: Andrew Beil, P.E.

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

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

**Install RWY 18/36 and 14/32 PAPIs (P4L & P2L); Install RWY 18 REIL
(GRANT NO.: 3-31-0009-025/026/027)**

BID TABULATION



BID TABULATION

Beatrice Municipal Airport (BIE)

Beatrice, Nebraska

AIP 3-31-0009-025/026/027

Install RWY 18/36 and 14/32 PAPIs (P4L & P2L); Install RWY 18 REIL

Bid Opening March 19, 2026

Bid Security (5% Min.)

DBE % (Goal 0.00%)

Acknowledged Addenda (0 Issued)

Engineer's Estimate	Danielle's Approach, LLC 311 W Norfolk Ave., Suite 200 Norfolk, NE 68701	Third Generation Electric 8620 S 33rd W Ave Tulsa, OK 74132	KOBO Utility Construction Corp. 4 Victory Drive Sandwich, MA 02563
	Yes	Yes	Yes
	0.00%	0.00%	0.00%
	N/A	N/A	N/A

ITEM NO.	FAA SPEC ITEM NO.	DESCRIPTION	APROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
BASE BID - RUNWAY 18/36 & RUNWAY 14/32 PAPIs												
1	B-101-4.1	Airport Safety Measures	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 21,576.00	\$ 21,576.00	\$ 32,000.00	\$ 32,000.00	\$ 29,500.00	\$ 29,500.00
2	B-102-4.1	Construction Staking	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 10,153.00	\$ 10,153.00	\$ 4,250.00	\$ 4,250.00	\$ 25,400.00	\$ 25,400.00
3	B-103-4.1	L-880(L) PAPI Primary Input Power Board	1	EA.	\$ 1,000.00	\$ 1,000.00	\$ 431.00	\$ 431.00	\$ 170.00	\$ 170.00	\$ 155.00	\$ 155.00
4	B-103-4.2	L-880(L) PAPI Secondary Input Power Board	2	EA.	\$ 1,000.00	\$ 2,000.00	\$ 432.00	\$ 864.00	\$ 130.00	\$ 260.00	\$ 130.00	\$ 260.00
5	B-103-4.3	L-880(L) PAPI Control Board Replacement Kit	2	EA.	\$ 2,500.00	\$ 5,000.00	\$ 985.00	\$ 1,970.00	\$ 3,084.00	\$ 6,168.00	\$ 2,230.00	\$ 4,460.00
6	B-103-4.4	L-880(L) PAPI Front Heated Glass Replacement Kit	2	EA.	\$ 750.00	\$ 1,500.00	\$ 820.00	\$ 1,640.00	\$ 330.00	\$ 660.00	\$ 265.00	\$ 530.00
7	B-103-4.5	L-881(L) PAPI Primary Input Power Board	1	EA.	\$ 400.00	\$ 400.00	\$ 433.00	\$ 433.00	\$ 170.00	\$ 170.00	\$ 145.00	\$ 145.00
8	B-103-4.6	L-881(L) PAPI Secondary Input Power Board	1	EA.	\$ 400.00	\$ 400.00	\$ 435.00	\$ 435.00	\$ 130.00	\$ 130.00	\$ 135.00	\$ 135.00
9	B-103-4.7	L-881(L) PAPI Control Board Replacement Kit	1	EA.	\$ 2,500.00	\$ 2,500.00	\$ 985.00	\$ 985.00	\$ 3,084.00	\$ 3,084.00	\$ 2,400.00	\$ 2,400.00
10	B-103-4.8	L-881(L) PAPI Front Heated Glass Replacement Kit	2	EA.	\$ 750.00	\$ 1,500.00	\$ 820.00	\$ 1,640.00	\$ 330.00	\$ 660.00	\$ 275.00	\$ 550.00
11	B-103-4.9	PAPI Inclinator Assembly	1	EA.	\$ 250.00	\$ 250.00	\$ 150.00	\$ 150.00	\$ 195.00	\$ 195.00	\$ 165.00	\$ 165.00
12	B-104-5.1	Removal Of Existing Runway 36 PAPI System	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 9,360.00	\$ 9,360.00	\$ 4,800.00	\$ 4,800.00	\$ 7,500.00	\$ 7,500.00
13	C-105-7.1	Site Preparation and Mobilization (N.T.E. 10%)	1	L.S.	\$ 50,000.00	\$ 50,000.00	\$ 61,646.00	\$ 61,646.00	\$ 67,000.00	\$ 67,000.00	\$ 82,400.00	\$ 82,400.00
14	P-610-6.1	Concrete, Electrical Base	18	EA.	\$ 1,500.00	\$ 27,000.00	\$ 1,500.00	\$ 27,000.00	\$ 1,900.00	\$ 34,200.00	\$ 1,000.00	\$ 18,000.00
15	L-108-5.1	No. 4 AWG, 600V, L-824, Type C Cable, Installed In Conduit	12,580	L.F.	\$ 7.00	\$ 88,060.00	\$ 5.35	\$ 67,303.00	\$ 4.75	\$ 59,755.00	\$ 4.75	\$ 59,755.00
16	L-108-5.2	No. 10 AWG, 600V, L-824, Type C Cable, Installed In Conduit	9,804	L.F.	\$ 6.00	\$ 58,824.00	\$ 2.30	\$ 22,549.20	\$ 2.50	\$ 24,510.00	\$ 3.00	\$ 29,412.00
17	L-108-5.3	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	7,057	L.F.	\$ 4.00	\$ 28,228.00	\$ 2.55	\$ 17,995.35	\$ 3.00	\$ 21,171.00	\$ 4.00	\$ 28,228.00
18	L-108-5.4	No. 6 AWG, Solid, Bare Counterpoise Wire	6,650	L.F.	\$ 8.00	\$ 53,200.00	\$ 2.75	\$ 18,287.50	\$ 3.90	\$ 25,935.00	\$ 4.00	\$ 26,600.00
19	L-109-7.1	Electrical Vault Work	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 16,960.00	\$ 16,960.00	\$ 12,668.00	\$ 12,668.00	\$ 61,400.00	\$ 61,400.00
20	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2 Inch Sch. 40 PVC	4,820	L.F.	\$ 15.00	\$ 72,300.00	\$ 9.50	\$ 45,790.00	\$ 14.00	\$ 67,480.00	\$ 21.00	\$ 101,220.00
21	L-110-5.2	Non-Encased Electrical Conduit, 2-Way 2 Inch Sch. 40 PVC	411	L.F.	\$ 25.00	\$ 10,275.00	\$ 11.00	\$ 4,521.00	\$ 16.00	\$ 6,576.00	\$ 23.00	\$ 9,453.00
22	L-110-5.3	Pushed Or Directional Bored Conduit, 1-Way 2" HDPE SDR11 Conduit	1,275	L.F.	\$ 30.00	\$ 38,250.00	\$ 45.00	\$ 57,375.00	\$ 42.00	\$ 53,550.00	\$ 55.00	\$ 70,125.00
23	L-110-5.4	Pushed Or Directional Bored Conduit, 2-Way 2" HDPE SDR11 Conduit	144	L.F.	\$ 50.00	\$ 7,200.00	\$ 50.00	\$ 7,200.00	\$ 48.00	\$ 6,912.00	\$ 61.00	\$ 8,784.00
24	L-115-5.1	Electrical Handhole, L-867 Size B	15	EA.	\$ 1,000.00	\$ 15,000.00	\$ 1,600.00	\$ 24,000.00	\$ 390.00	\$ 5,850.00	\$ 1,950.00	\$ 29,250.00
25	L-115-5.2	Electrical Handhole, L-867 Size D	3	EA.	\$ 1,200.00	\$ 3,600.00	\$ 2,100.00	\$ 6,300.00	\$ 568.00	\$ 1,704.00	\$ 2,200.00	\$ 6,600.00
26	L-125-5.1	L-880(L) Runway 18 PAPI (Complete)	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 53,653.00	\$ 53,653.00	\$ 68,494.00	\$ 68,494.00	\$ 69,500.00	\$ 69,500.00
27	L-125-5.2	L-880(L) Runway 36 PAPI (Complete)	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 53,653.00	\$ 53,653.00	\$ 68,494.00	\$ 68,494.00	\$ 69,500.00	\$ 69,500.00
28	L-125-5.3	L-881(L) Runway 14 PAPI (Complete)	1	L.S.	\$ 37,500.00	\$ 37,500.00	\$ 36,700.00	\$ 36,700.00	\$ 41,743.00	\$ 41,743.00	\$ 48,500.00	\$ 48,500.00
29	L-125-5.4	L-881(L) Runway 32 PAPI (Complete)	1	L.S.	\$ 37,500.00	\$ 37,500.00	\$ 36,700.00	\$ 36,700.00	\$ 41,743.00	\$ 41,743.00	\$ 48,500.00	\$ 48,500.00
TOTAL BASE BID - RUNWAY 18/36 & RUNWAY 14/32 PAPIs (Items 1 thru 29):						\$ 738,987.00		\$ 607,270.05		\$ 660,332.00		\$ 838,427.00

-233-

Beatrice Municipal Airport (BIE)
 Beatrice, Nebraska
 AIP 3-31-0009-025/026/027
 Install RWY 18/36 and 14/32 PAPIs (P4L & P2L); Install RWY 18 REIL
 Bid Opening March 19, 2026

Engineer's Estimate	Danielle's Approach, LLC 311 W Norfolk Ave., Suite 200 Norfolk, NE 68701	Third Generation Electric 8620 S 33rd W Ave Tulsa, OK 74132	KOBO Utility Construction Corp. 4 Victory Drive Sandwich, MA 02563
	Yes	Yes	Yes
	0.00%	0.00%	0.00%
	N/A	N/A	N/A

Bid Security (5% Min.)
 DBE % (Goal 0.00%)
 Acknowledged Addenda (0 Issued)

ITEM NO.	FAA SPEC ITEM NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
ADD ALTERNATE - RUNWAY 18 REIL												
ADD1-1	B-103-4.10	L-849(L) Driver	1	EA.	\$ 750.00	\$ 750.00	\$ 160.00	\$ 160.00	\$ 236.00	\$ 236.00	\$ 210.00	\$ 210.00
ADD1-2	B-103-4.11	L-849(L) Engine Replacement Kit	1	EA.	\$ 1,000.00	\$ 1,000.00	\$ 1,429.00	\$ 1,429.00	\$ 506.00	\$ 506.00	\$ 400.00	\$ 400.00
ADD1-3	B-103-4.12	L-849(L) Head Assembly	1	EA.	\$ 1,000.00	\$ 1,000.00	\$ 1,186.00	\$ 1,186.00	\$ 958.00	\$ 958.00	\$ 775.00	\$ 775.00
ADD1-4	P-610-6.1	Concrete, Electrical Base	2	EA	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,900.00	\$ 3,800.00	\$ 1,000.00	\$ 2,000.00
ADD1-5	L-108-5.2	No. 10 AWG, 600V, L-824, Type C Cable, Installed In Conduit	10,060	L.F.	\$ 6.00	\$ 60,360.00	\$ 2.00	\$ 20,120.00	\$ 2.50	\$ 25,150.00	\$ 3.00	\$ 30,180.00
ADD1-6	L-108-5.3	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	1,153	L.F.	\$ 4.00	\$ 4,612.00	\$ 2.55	\$ 2,940.15	\$ 3.00	\$ 3,459.00	\$ 4.50	\$ 5,188.50
ADD1-7	L-108-5.4	No. 6 AWG, Solid, Bare Counterpoise Wire	1,124	L.F.	\$ 8.00	\$ 8,992.00	\$ 2.75	\$ 3,091.00	\$ 4.00	\$ 4,496.00	\$ 4.00	\$ 4,496.00
ADD1-8	L-110-5.1	Non-Encased Electrical Conduit, 1-Way 2 Inch Sch. 40 PVC	780	L.F.	\$ 15.00	\$ 11,700.00	\$ 9.50	\$ 7,410.00	\$ 14.00	\$ 10,920.00	\$ 21.00	\$ 16,380.00
ADD1-9	L-110-5.3	Pushed Or Directional Bored Conduit, 1-Way 2" HDPE SDR11 Conduit	344	L.F.	\$ 30.00	\$ 10,320.00	\$ 45.00	\$ 15,480.00	\$ 48.00	\$ 16,512.00	\$ 55.00	\$ 18,920.00
ADD1-10	L-115-5.1	Electrical Handhole, L-867 Size B	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,600.00	\$ 3,200.00	\$ 390.00	\$ 780.00	\$ 1,950.00	\$ 3,900.00
ADD1-11	L-125-5.5	L-849(L) Runway 18 REIL (Complete)	1	L.S.	\$ 40,000.00	\$ 40,000.00	\$ 34,396.00	\$ 34,396.00	\$ 24,497.00	\$ 24,497.00	\$ 25,900.00	\$ 25,900.00
TOTAL ADD ALTERNATE - RUNWAY 18 REIL (Items ADD1-1 thru ADD1-11):						\$ 143,734.00		\$ 92,412.15		\$ 91,314.00		\$ 108,349.50
TOTAL BASE BID + ADD ALTERNATE (Items 1 thru 29 + ADD1-1 thru ADD1-11):						\$ 882,721.00		\$ 699,682.20		\$ 751,646.00		\$ 946,776.50

 Extension Or Summation Error On Bid Document Corrected.


 ALFRED BENESCH & COMPANY
 200 S 21ST STREET, SUITE 300
 LINCOLN, NEBRASKA 68510

-234-

RESOLUTION NUMBER _____

WHEREAS, on or about October 13, 2021, the Beatrice Airport Authority, now the City of Beatrice, Nebraska (“City”) entered into an Agreement for Professional Services with Alfred Benesch & Company (“Benesch”) for geotechnical investigation services (the “Agreement”) for the Reconstruct Taxiway “C” & Apron Project (the “Project”); and

WHEREAS, on or about March 9, 2022, the Beatrice Airport Authority, now City, entered into Amendment No. 1 with Benesch to add additional services; and

WHEREAS, on or about March 18, 2024, the City entered into Amendment No. 2 to add additional services; and

WHEREAS, on or about May 19, 2025, the City entered into Amendment No. 3 to add supplemental construction phase services; and

WHEREAS, the City of Beatrice and Benesch desire to amend the Agreement in order to add supplemental construction and special (material testing) phase services for assisting with additional observation and testing that were required during the construction phase of the Project.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute Amendment No. 4 to the Agreement dated October 13, 2021, between the City of Beatrice, Nebraska, and Alfred Benesch & Company, in order to add supplemental construction and special (material testing) phase services for assisting with additional observation and testing that were required during the construction phase of the Project. 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 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor



March 31, 2026

City of Beatrice
400 Ella Street
Beatrice, NE, 68310

Reference: Beatrice Municipal Airport (BIE), Beatrice, NE
Reconstruct Taxiway 'C' & Apron
AIP 3-31-0009-021
Consultant Agreement – Amendment No. 4
Add Supplemental CONSTRUCTION Phase Services, Supplemental SPECIAL (MATERIAL TESTING) Phase Services

Dear City of Beatrice:

On October 13, 2021, Alfred Benesch & Company (Benesch) entered into the [original AIP-021 contract agreement](#) with the Beatrice Airport Authority (now City of Beatrice, NE) to provide technical and professional services for the *Reconstruct Taxiway 'C' & Apron* project. The original agreement scope of work included **PRELIMINARY** and **SPECIAL (GEOTECHNICAL INVESTIGATION)** phase services.

Following the preliminary design phase of the project, Alfred Benesch & Company (Benesch) entered into [Amendment No. 01](#) with the Beatrice Airport Authority (now City of Beatrice, NE) on March 9, 2022, to add **DESIGN, BIDDING, CONSTRUCTION, CLOSEOUT, and SPECIAL (MATERIAL TESTING)** services. The **DESIGN** work took the findings of the preliminary design and analysis to formalize the design concept into final PS&E (plans/specifications/engineer's report) deliverables.

Then following the design phase of the project, Alfred Benesch & Company (Benesch) entered into [Amendment No. 02](#) with the City of Beatrice, NE, on March 18, 2024, to supplement the existing **DESIGN** services and to reduce **SPECIAL (GEOTECHNICAL INVESTIGATION)** phase services due to actual project geotechnical investigation underruns. The supplemental **DESIGN** work updated and re-issued the original Issued-For-Bid documents to accommodate the Sponsor name change (Beatrice Airport Authority to City of Beatrice).

Then on May 19, 2025, Alfred Benesch & Company (Benesch) entered into [Amendment No. 03](#) with the City of Beatrice, NE, to supplement the scope of work by adding supplemental **CONSTRUCTION** phase services for assisting with the additional anticipated observation (IFB contract calendar days vs. Amendment No. 01 assumptions) to take place during the 2025 construction season. Additionally, the amendment revised the **SPECIAL (MATERIAL TESTING)** rates from the originally anticipated 2023 construction year to the 2025 construction year.

Now, in this [Amendment No. 04](#), it is known that the City desires to supplement the scope of work by adding supplemental **CONSTRUCTION** and **SPECIAL (MATERIAL TESTING)** phase services for assisting with the additional observation and testing that were actually required during the construction phase of the project. It should be noted that additional construction observation needs are based on the contractor requiring 278 calendar days (approx. 40 weeks) to complete the work versus the allotted 182 calendar day allowance (96 calendar day overage). Benesch's construction observation contract (thru Amendment No. 03) included 26 weeks of construction phase services. Additionally, based on actual contractor work operations, extra special (material testing) phases services were required to be completed by Benesch to comply with the Quality Acceptance testing requirements included in the construction contract documents.

It is noted that liquidated damages (L.D.'s) are currently being assessed to the contractor for exceeding contract calendar day allowances associated with this Amendment No. 4. The L.D.'s currently being processed as part of the final contractor Change Order No. 3 total \$154,750.

This amendment adds the following modifications:

Modification No. 1: In SECTION 1: GENERAL,

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

Summary of Exhibit Attachments:

- **Exhibit A:** Preliminary Phase Fees (Original Contract)
- **Exhibit B:** Design Phase Fees (Amendment No. 01, Amendment No. 02)
- **Exhibit C:** Bidding Phase Fees (Amendment No. 01)
- **Exhibit D:** Construction Phase Fees (Amendment No. 01, Amendment No. 03, **Amendment No. 04**)
- **Exhibit D-1:** Closeout Phase Fees (Amendment No. 01)
- **Exhibit E:** Special Services Fees (Geotech Investigation) (Original Contract, Amendment No. 02)
- **Exhibit E-1:** Special Services (Material Testing) Phase Fees (Amendment No. 01, Amendment No. 03, **Amendment No. 04**)
- **Exhibit F:** Summary of Engineering Fees (Original Contract, Amendment No. 01, Amendment No. 02, Amendment No. 03, **Amendment No. 04**)
- **Exhibit G:** Summary of Overhead Rate (Original Contract)
- **Exhibit H:** Project Schedule (Original Contract, Amendment No. 01, Amendment No. 02)
- **Exhibit I:** Project Sketch (Original Contract, Amendment No. 01)
- **Exhibit J:** Federal Provisions (Original Contract, Amendment No. 02)
- **Exhibit K:** Material Testing Unit Rates (Amendment No. 01, Amendment No. 03)
- **Exhibit L:** Insurance Certificate (COI) (Original Contract)
- **Exhibit M:** *NOT USED (A-GIS "As-Built" Updates – Scope Items) (Original Contract)*
- **Exhibit N:** Contract Standard Terms & Conditions (Original Contract)

Modification No. 2: In SECTION 5: CONSTRUCTION PHASE, *Supplement the following scope items in the contract agreement with the following:*

- 5-1 **Project Management:** Amendment No. 04 provides consultation and advice to the Sponsor during construction for approximately **three (3) additional months** (40 actual weeks vs. 26 contracted weeks).
- 5-2 **Weekly Reports:** Amendment No. 04 **adds fourteen (14) additional weekly reports** for a revised actual total of 40 Weekly Reports.
- 5-3 **C.O.P.:** *No Supplement.*
- 5-4 **Pre-Construction Conference:** *No Supplement.*
- 5-5 **Notice To Proceed (NTP):** *No Supplement.*
- 5-6 **NPDES/SWPPP:** *No Supplement.*
- 5-7 **Change Orders/ICAs:** *No Supplement.*
- 5-8 **On-Site Observation:** Amendment No. 04 adds supplemental on-site construction observation based on the additional 96 calendar days expended (total 278 calendar days expended).
 - +96 Calendar Day Allowance At 4.0 Working Days Per Week (Mon.-Sat.) = **54 Working Days**.
 - **Man 1 (Resident Observer, E.I.):**
 - 54 Working Days x Avg. 7 Hours/Day (Mon.-Sat.) = 378 Hours. *Note that Amendment No. 4 reduces the average hours per day for the additional added days to a 7-hour limit.*
 - TOTAL HOURS: **378 Hours**
 - **Vehicle Expenses:** Actual vehicle expenses underran for the project, so a credit is reflected in the attached construction fee spreadsheet.

- 5-9 **Weekly Meetings:** Amendment No. 04 adds nine (9) additional meetings for a revised actual total of 17 Meetings.
- 5-10 **Pre-Pave Meetings:** *No Supplement.*
- 5-11 **Shop Drawing Review:** *No Supplement.*
- 5-12 **Buy American Review:** *No Supplement.*
- 5-13 **Contractor Progress Estimates:** Amendment No. 04 adds 4 Progress Estimates for a revised actual total of 12 Progress Estimates.
- 5-14 **Labor Interviews:** *No Supplement.*
- 5-15 **Payroll Record(s) Review:** Amendment No. 04 adds 96 Calendar Days (or 14 Weeks) of reviewing contractor payroll records.
- 5-16 **Field Survey (Construction):** *No Supplement.*
- 5-17 **Final Inspection:** *No Supplement.*
- 5-18 **Quarterly Performance Reports:** Amendment No. 04 adds preparation and submittal of one (1) additional "Quarterly Performance Report" for the project.

Modification No. 3: In SECTION 6: SPECIAL SERVICES,

At the end of the Construction Phase (Materials Testing) Special Services section, ADD the following list of additional testing completed based on actual contractor work operations in the field:

- P-501: 5 additional concrete pours (5 trips for pours, 5 trips to transport beams the day following each pour)

Modification No. 4: In SECTION 7: FEES AND CHARGES, Section 5: Construction Phase, *delete the paragraphs in their entirety and replace with the following:*

Payment for the items included in Section 5 **Construction Phase** shall be made based on direct salary, overhead costs and reimbursable expenses incurred plus a **fixed payment of \$32,176.40 (Amend. No. 01: \$19,049.43 + Amend. No. 03: \$6,511.51 + Amend. No. 04: \$6,615.46)** and subcontract costs. The schedule of charges and reimbursable expenses are shown in *Exhibit D (Amendment No. 01)*, *Exhibit D (Amendment No. 03)* and *Exhibit D (Amendment No. 04)* attached and made a part hereto. Labor and general administration overhead percentage shall be supported by a statement of overhead expenses certified by the consultant's auditor or a governmental auditor.

The total charges for Section 5 will not be greater than the "Not-to-Exceed" (NTE) **amount of \$299,001.00 (Amend. No. 01: \$181,129.00 + Amend. No. 03: \$61,333.00 + Amend. No. 04: \$56,539.00)**, if 1) the construction work is completed within the construction contract aggregate time allowance; and 2) the scope of work as set forth in Section 1 & 5 is not exceeded. If either of these two events do not occur, the "Not-to-Exceed" amount may be increased by a supplemental agreement to this contract. No payment above the Not-to-Exceed limit shall be made without prior approval of an amendment supported by proper justification.

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

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

Modification No. 5: In SECTION 7: FEES AND CHARGES, *Section 6: Special Services Phase*, delete the paragraphs in their entirety and replace with the following:

Construction Phase (Materials Testing) Special Services: The anticipated services are estimated to be \$71,883.00 as shown on *Exhibit E-1 (Amendment No. 1: \$52,683.00 + Amendment No. 03: \$13,200.00 + Amendment No. 04: \$6,000.00)*. The estimated fee amount may be increased beyond that anticipated in *Exhibit E-1 (Amendment No. 01 + Amendment No. 03 + Amendment No. 04)* if additional services are necessary beyond the scopes of work as set forth in Section 1 & 6. The Consultant must notify the Sponsor, NDOT, and FAA in writing that the testing fees are close to the limit and the project cannot be completed within the estimated fee amount. The notification shall include justification for the overrun referencing applicable tests required by the specifications and a revised *Exhibit E-1* depicting the new schedule of charges. The new schedule of charges will contain the same unit charges (rate/hour, rate/test, etc.), as provided in *Exhibit K (Amendment No. 03)* of this contract. No payment above the estimated amount shall be made without prior approval from FAA and supported by proper justification.

Payment shall be due monthly for incurred charges and expenses based on detailed invoices.

Modification No. 6: Add the attached pages: *Exhibit D (Amendment No. 04) – CONSTRUCTION PHASE FEES*, Pages 1 of 3, 2 of 3, and 3 of 3.

Modification No. 7: Supplement the existing *Exhibit E-1 (Amendment No. 03)* with the attached *Exhibit E-1 (Amendment No. 04) – SPECIAL (MATERIAL TESTING) PHASE FEES*, Page 1 of 1.

Modification No. 8: Delete existing *Exhibit F* and replace with attached *Exhibit F (Amendment No. 04) – SUMMARY OF ENGINEERING FEES*, Page 1 of 1.

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

Sincerely,
ALFRED BENESCH & COMPANY

Andrew Beil, P.E., Vice President

Accepted By:
City of Beatrice, Beatrice, NE

By: _____

Date: _____

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT D

CONSTRUCTION PHASE FEES

(AMENDMENT NO. 04)



FEE ESTIMATE
BEATRICE MUNICIPAL AIRPORT (BIE)
RECONSTRUCT TAXIWAY 'C' AND APRON
AIP 3-31-0009-021

CONSTRUCTION PHASE

I. Direct Salary Costs			
<u>Title</u>	<u>Hours</u>	<u>*Rate/Hour</u>	<u>Cost</u>
Intern (Aviation)	16	\$23.00	\$368.00
Party Chief	0	\$38.00	\$0.00
Senior Tech/RLS	0	\$51.50	\$0.00
Design Eng. I (Aviation)	0	\$35.00	\$0.00
Design Eng. I (Aviation)	398	\$35.00	\$13,930.00
Design Eng. II (Aviation)	0	\$39.50	\$0.00
Project Eng. II (Const.)	59	\$49.50	\$2,920.50
---	0	\$0.00	\$0.00
Project Manager I (Aviation)	10	\$53.00	\$530.00
Technical Manager I (Electrical)	0	\$66.00	\$0.00
Project Manager II (Aviation)	0	\$67.00	\$0.00
Senior Project Manager (Aviation)	30	\$83.00	\$2,490.00
TOTAL HOURS:		513	
<i>*Reflects 2025 Rates</i>		Total Direct Salary Costs	\$20,238.50
II. Direct Salary Costs			
IIA. Labor (Administrative Overhead)			
Overhead	161.50% Of Item I		\$32,685.18
IIIB. Fixed Fee (Labor)			
On Direct Salary Costs & Overhead	12.50% Of Item I & IIA		\$6,615.46
IIC. Total Mark-up			
			\$39,300.64
Total Fee For Labor (Sum of I & IIC)			\$59,539.14
III. Direct Non-Salary Expenses			
IIIA. Non - Salary Expenses			
			(\$3,000.00)
IIIB. Not Used			
			\$0.00
Total Fee For Expenses (Sum of IIIA & IIIB)			(\$3,000.00)
IV. Subconsultant Fee			
Subconsultants			\$0.00
V. Total Fees (Sum of II, III, IV)			\$56,539.14
Cost Plus To Max (Hourly Time And Materials) -Call It			\$56,539

(D) CONST-Summ. (4)

Project: RECONSTRUCT TAXIWAY 'C' AND APRON
 Element: CONSTRUCTION

Category/Employee	2025 Rate	P.M.	Weekly Reports (+14 Total)	C.O.P.	Pre-Con/ Minutes	NTP/ Substant. Completion	NPDES/ SWPPP	C.O./ I.C.A.	On-Site Observ.	Meetings/ Minutes (+9 Total)	Pre-Pave Meeting (Concrete)	Shop DWGs	B.A. Reviews	Progress Estimates (+4 Total)	Labor Interviews	Total Hours Per Employee	\$ Labor Cost TOTAL
		5-1	5-2	5-3	5-4	5-5	5-6	5-7	5-8	5-9	5-10	5-11	5-12	5-13	5-14		
ESTIMATED HOURS																	
Intern (Aviation)	\$23.00																
Party Chief	\$38.00																
Senior Tech/RLS	\$51.50																
Design Eng. I (Aviation)	\$35.00																
Design Eng. I (Aviation)	\$35.00		15						378						5		398
Design Eng. II (Aviation)	\$39.50																
Project Eng. II (Const.)	\$49.50		30							18					3		51

Project Manager I (Aviation)	\$53.00	10														10	\$530.00
Technical Manager I (Electrical)	\$66.00																
Project Manager II (Aviation)	\$67.00																
Senior Project Manager (Aviation)	\$83.00	30														30	\$2,490.00
Tot. Man Hours Per Element		40	45						378	18					8	489	
\$ Labor Cost		\$3,020	\$2,010						\$13,230	\$891					\$324		\$19,474.50
Overhead Rate	161.50%																\$31,451.32
Fixed Fee (Labor)	12.5%																\$6,365.73
Fee for Employees		\$8,884	\$5,913						\$38,921	\$2,621					\$952		\$57,291.54
ESTIMATED EXPENSES																	
	Unit Rate															Total Units	\$ Expense Cost TOTAL
Vehicle Half Day	\$32.50																
Vehicle Full Day	\$65.00																

Mailing Costs (UPS/Fed-Ex)	\$40.00																
Mailing Costs (\$10/Unit)	\$10.00																
Meals (per Day)	\$40.00																
State Fire Marshal Review Fee	\$300.00																
Print Costs (A&D Supply)																	
Vehicle Charges (Credit)																	
Expense Costs																	
Fixed Fee Expenses - None																	
Total Expense Fee																	
Subconsult (---)																	
Subconsult (---)																	
Total Subconsultant Fee																	
TOTAL FEE		\$8,884	\$5,913						\$35,921	\$2,621					\$952		\$54,291.54
																CALL IT:	\$54,291.00

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EXHIBIT D (Amendment No. 04)
PAGE 3 OF 3

Project: RECONSTRUCT TAXIWAY 'C' AND APRON
Element: CONSTRUCTION

Category/Employee	2025 Rate	Payroll Review (+14 Weeks)	Field Survey (Control & Grade Checks)	Final Inspection/Punchlist	O.P.R (+1)											Total Hours Per Employee	\$ Labor Cost TOTAL
		5-15	5-16	5-17	5-18	ESTIMATED HOURS											
Intern (Aviation)	\$23.00	16														16	\$368.00
Party Chief	\$38.00																
Senior Tech/RLS	\$51.50																
Design Eng. I (Aviation)	\$35.00																
Design Eng. I (Aviation)	\$35.00																
Design Eng. II (Aviation)	\$39.50																
Project Eng. II (Const.)	\$49.50	7			1											8	\$396.00

Project Manager I (Aviation)	\$53.00																
Technical Manager I (Electrical)	\$66.00																
Project Manager II (Aviation)	\$67.00																
Senior Project Manager (Aviation)	\$83.00																
Tot. Man Hours Per Element		23			1											24	
\$ Labor Cost		\$715			\$50												\$764.00
Overhead Rate	161.50%																\$1,233.86
Fixed Fee (Labor)	12.5%																\$249.73
Fee for Employees		\$2,102			\$146												\$2,247.59
ESTIMATED EXPENSES																	
	Unit Rate															Total Units	\$ Expense Cost TOTAL
Vehicle Half Day	\$32.50																
Vehicle Full Day	\$65.00																

Mailing Costs (UPS/Fed-Ex)	\$40.00																
Mailing Costs (\$10/Unit)	\$10.00																
Meals (per Day)	\$40.00																
State Fire Marshal Review Fee	\$300.00																
Print Costs (A&D Supply)																	
Vehicle Charges (Credit)																	
Expense Costs																	
Fixed Fee Expenses - None																	
Total Expense Fee																	
Subconsult (---)																	
Subconsult (---)																	
Total Subconsultant Fee																	
TOTAL FEE		\$2,102			\$146												\$2,247.59
																CALL IT:	\$2,247.00

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT E-1

SPECIAL SERVICES (MATERIAL TESTING) PHASE FEES

(AMENDMENT NO. 04)



BIE Apron and TW C - Construction Material Testing (w/2025 Rates)

Item No.	Description	Units	Unit Price	Amount
I.	P-152 Subgrade Preparation			
	<i>No P-152 Supplement Per Amend. No. 04</i>			
			Red = Updated Unit Price Per Executed Amend. No. 03	
II.	P-209 Crushed Aggregate Base Course or P-219 Recycled Concrete Aggregate			
	<i>No P-209 Supplement Per Amend. No. 04</i>			
III.	P-501 PCC Pavement (5 Additional P-501 Pours: 16 In Contract, 21 Actual Pours)			
	(Five (5) Additional 4-hour trips For PCC Pavement - One Set Of 3 Beams/Trip)			
	(Five (5) Additional 2-hour trips For Concrete Specimen (Beam) Pick-up And Delivery To Lab)			
	1. Personnel - [includes air content, slump, temperature, unit weight and fabricating 3 beams per set]			
	a. Field/Lab Technician III	30.0 hr.	\$ 110.00 /hr.	\$ 3,300.00
	b. Field/Lab Technician Manager	0.0 hr.	\$ 124.00 /hr.	\$ -
	2. Flexural Strength of Concrete Beam with mold	15	\$ 94.00 ea.	\$ 1,410.00
	3. Handling For Reserve Beams (None Assumed)	0	\$ 94.00 ea.	\$ -
	4. Measure Length Of Core	5	\$ 40.00 ea.	\$ 200.00
	5. Vehicle			
	a. Daily Rate (to nearest 1/4 of day)	3.75 dy.	\$ 65.00 /day	\$ 243.75
	Coordination and Report Preparation			
	1. Personnel			
	a. Project Manager II	1.5 hr.	\$ 225.00 /hr.	\$ 337.50
	b. Field/Lab Technician Manager	4.5 hr.	\$ 124.00 /hr.	\$ 558.00
IV.	P-610 Structural Concrete (6 Additional P-610 Pours Completed: 20 In Contract, 26 Actual Pours)			
	<i>No P-610 Supplement Per Amend. No. 04 (Completed By Const. Observer On-Site)</i>			
V.	D-701 Pipe For Storm Drainage And Culverts			
	<i>No D-701 Supplement Per Amend. No. 04</i>			
VI.	D-751 Manholes, Catch Basins, Inlets and Inspection Holes			
	<i>No D-751 Supplement Per Amend. No. 04</i>			
			Estimated Supplemental Total:	\$ 6,049
			Call It:	\$ 6,000

BEATRICE MUNICIPAL AIRPORT (BIE)
BEATRICE, NE

RECONSTRUCT TAXIWAY 'C' AND APRON

EXHIBIT F

SUMMARY OF ENGINEERING FEES

(AMENDMENT NO. 04)



EXHIBIT F (Amendment No. 04)

PAGE 1 OF 1

**BEATRICE MUNICIPAL AIRPORT (BIE)
RECONSTRUCT TAXIWAY 'C' AND APRON
AIP 3-31-0009-021**

SUMMARY OF ENGINEERING FEES

DESCRIPTION	ORIGINAL CONTRACT FEES (Prelim, Geotech)	AMENDMENT No. 01 (Design, Bid, Const., Closeout, Testing)	AMENDMENT No. 02 (Supplemental Design)	AMENDMENT No. 03 (Supplemental Const., Testing Rate Updates)	AMENDMENT No. 04 (Supplemental Const. & Testing)	TOTAL REVISED FEES
Exhibit A						
Prelim Design	\$33,974	\$0	\$0	\$0	\$0	\$33,974
Exhibit B						
Design	\$0	\$172,069	\$8,266	\$0	\$0	\$180,335
Exhibit C						
Bidding	\$0	\$8,288	\$0	\$0	\$0	\$8,288
EXHIBIT D						
D: Construction	\$0	\$181,129	\$0	\$61,333	\$56,539	\$299,001
D-1: Closeout	\$0	\$14,011	\$0	\$0	\$0	\$14,011
EXHIBIT E						
E: Geotechnical Investigation	\$31,809	\$0	(\$3,800)	\$0	\$0	\$28,009
E-1: Material Testing	\$0	\$52,683	\$0	\$13,200	\$6,000	\$71,883
GRAND TOTAL	\$65,783	\$428,180	\$4,466	\$74,533	\$62,539	\$635,501

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(F) ALL SUMM.

ORDINANCE NUMBER 26-10

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

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

SECTION 1. It is hereby found and determined by the Mayor and City Council of the City of Beatrice, Nebraska, that:

- a. The tract of land and streets and highways located in Gage County, Nebraska, as hereinafter more particularly described, are urban and suburban in character and not agricultural and rural in character, and that the subject property is contiguous and adjacent to the corporate limits of said City;
- b. Police, Fire, snow removal, City water, sanitary sewer, and electric services are available as provided by law; and
- c. There is a unity of interest in the use of such parcel of land and streets, and highways with the use of lots, lands, streets and highways in the City and the community convenience and welfare and interest of said City will be enhanced through incorporating such parcel of land and streets and highways within the corporate limits of said City.

SECTION 2. That the boundaries of the City of Beatrice, Nebraska, be and hereby are extended to include within the corporate limits of said City the contiguous and adjacent parcel of land and streets and highways located in Gage County, Nebraska, more completely described as follows:

A tract of land located on a part of the Northeast Quarter of Section 29, Township 4 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the North line of the Northeast Quarter of said Section 29 having an assumed reference bearing of S 89°30'06" W.

Beginning at the Northeast Corner of said Section 29, thence westerly S 89°30'06" W, on the North line of the Northeast Quarter of said Section 29, 519.10 feet; thence southwesterly S 40°00'32" W, 131.10 feet; thence southwesterly S 35°04'57" W, 225.85 feet; thence easterly S 89°18'55" E, 204.56 feet, thence

southerly S 10°36'35" E, 274.39 feet; thence southeasterly S 24°33'38" E, 50.41 feet; thence southeasterly S 38°45'34" E, 63.38 feet; thence southeasterly S 47°31'17" E, 374.74 feet; thence southeasterly S 52°50'22" E, 173.09 feet, to a point of intersection on the East line of the Northeast Quarter of said Section 29; thence northerly N 00°04'35" E, on the East line of the Northeast Quarter of said Section 29, 1,012.37 feet, to the Northeast Corner of said Section 29, said Corner also being the True Point of Beginning.

SECTION 3. That both the Beatrice City Council and Planning and Zoning Commission have given notice and held public hearings regarding the inclusion of the addition within the corporate limits of Beatrice, Nebraska.

SECTION 4. That said parcel of land and streets and highways are hereby annexed to the City of Beatrice, Gage County, Nebraska.

SECTION 5. That upon the taking effect of this ordinance, the police, fire, and snow removal service of such City shall be furnished to the parcels of land and streets and highways herein annexed; and water service, sanitary sewer, and electric services are available as provided by law.

SECTION 6. That a certified copy of this ordinance together with a plat of such parcels of land be filed of record in the office of the Register of Deeds and County Assessor of Gage County, Nebraska.

SECTION 7. That if any subsection, sentence, clause or phrase of this Ordinance or the annexation of any tract of land, street, or highway by this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance since it is the express intent of the Mayor and City Council to enact each section, subsection, phrase, or clause separately.

SECTION 8. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 9. That this ordinance shall be in full force and effect from and after its passage, approval and publication in electronic form as provided by law.

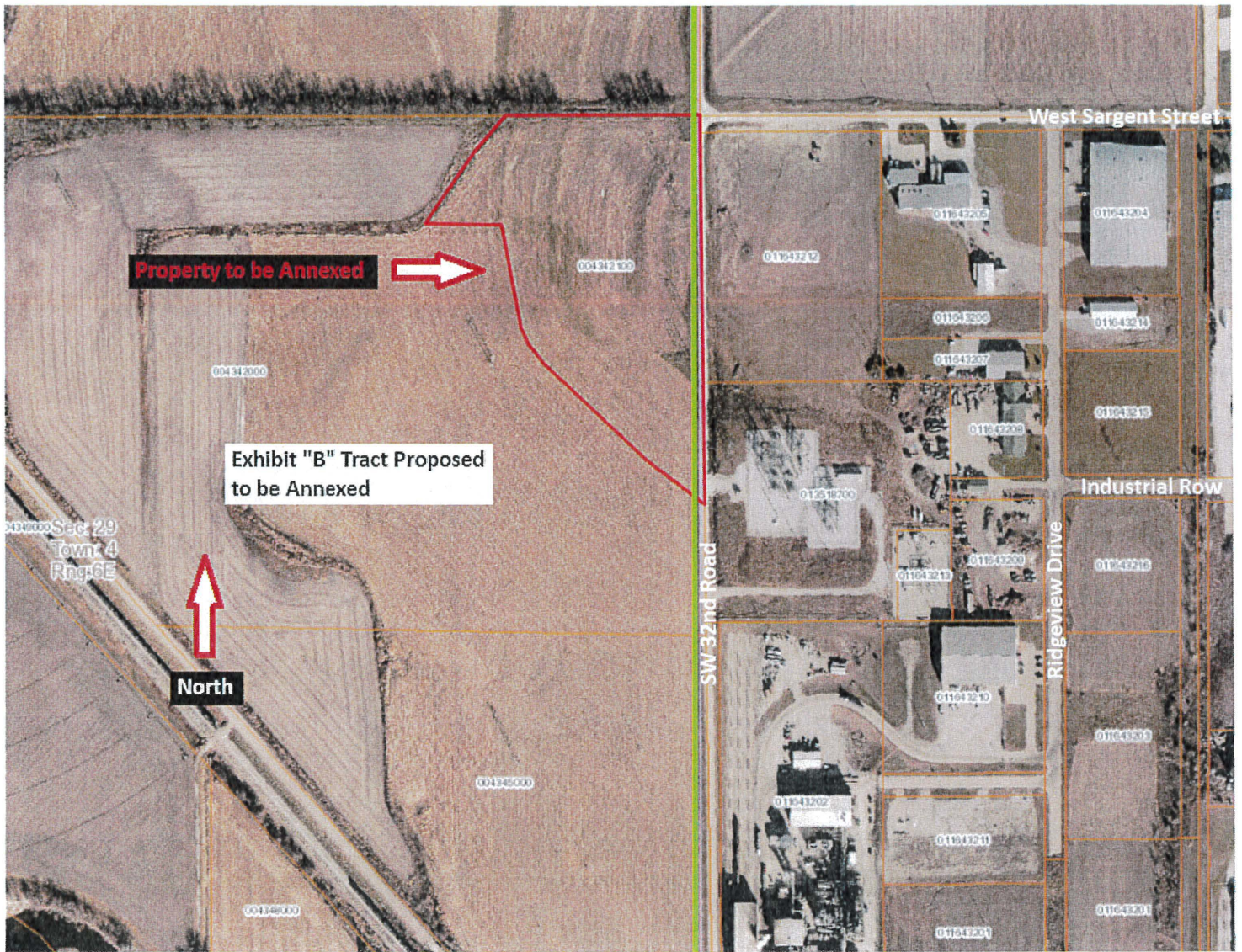
PASSED AND APPROVED this 20th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor





ORDINANCE NUMBER 26-_____

An ordinance to amend Section 303 of Article III of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Agricultural Use Types; Table 4-2 of Article IV of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to permitted uses by zoning district; and Section 602 of Article VI of the Zoning Ordinance, Ordinance Number 94-13, relating to Supplemental Use Regulations: Agricultural Uses; to repeal all other conflicting ordinances or parts of ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That Section 303 of Article III of the Beatrice Zoning Code be and is hereby amended to read as follows:

“303 Agricultural Use Types

Agricultural use types include the on-site production of plant and animal products by agricultural methods.

A. Horticulture

The growing of horticultural and floracultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

B. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

C. Type I Animal Production

The raising of animals or production of animal products such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source. Type I Animal Production shall also include confined feeding or holding facilities consisting of less than or equal to 20 feeder or fat cattle, less than or equal to 20 beef cows, less than or equal to 20 dairy cattle, less than or equal to 50 swine, less than or equal to 200

sheep, less than or equal to 300 turkeys, or less than or equal to 1,000 chickens, ducks, or geese.

D. Type II Animal Production

The confined feeding or holding of between 21 and 150 feeder or fat cattle, between 21 and 100 beef cows, between 21 and 100 dairy cattle, between 51 and 500 swine, between 201 and 2,000 sheep, between 301 and 3,000 turkeys, or between 1,001 and 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

E. Type III Animal Production

The confined feeding or holding of more than 150 feeder or fat cattle, more than 100 beef cows, more than 100 dairy cattle, more than 500 swine, more than 2,000 sheep, more than 3,000 turkeys, or more than 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

F. Livestock Sales

The use of a site for the receipt, temporary feeding and accommodation, and sale of livestock and poultry. Typical uses include stockyards and livestock sales pavilions.

G. Slaughterhouse

A place where cattle, sheep, hogs, poultry or other animals are killed or butchered for market or for sale.”

SECTION 2. That Table 4-2 of Article IV of the Beatrice Zoning Code be and hereby is amended to read as follows:

“TABLE 4–2: PERMITTED USES BY ZONING DISTRICTS

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
AGRICULTURAL USES (1)															
Horticulture	P	P													P
Crop Production	P	P	S	S	S	S									P
Animal Production (I)	(2)														
Animal Production (II)	(3)														
Animal Production (III)	(4)														
Livestock Sales														S	
Slaughterhouse	S													S	

RESIDENTIAL USES										
Single-Family Detached	P	P	P	P	P	P	P	P	P	
Single-Family Attached			P	P	P	P	P	P		
Duplex					P	P	P	P		
Townhouse					S	P	P	S	S	
Multiple-Family						P	P	S	S	S
Downtown Residential										S
Group Residential						P	P	S	S	S
Mobile Home Park						S	S			
Mobile Home Residential	P	P	P	P	P	P	P	P		

Note (1): Colleges, Universities, and Trade Schools shall be permitted to undertake any Agricultural Uses except for Animal Production (III) or Livestock Sales regardless of which zoning district the College, University, or Trade School is located in.

Note (2): Permitted by Special Use Permit in AG Districts more than 200 feet from the City Limits but within the first mile of the extra-territorial jurisdiction; permitted by right in AG Districts in the second mile of the extra-territorial jurisdiction.

Note (3): Permitted by Right in AG Districts within the second mile of the extra-territorial jurisdiction.

Note (4): Not permitted within the extra-territorial jurisdiction.

Note (5): *Mobile Food Vending is allowed in any zoning district when a Mobile Food Vendor has the permission of a political subdivision to engage in Mobile Food Vending on that political subdivision's property.

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
CIVIC USES															
Administration	S	S			S	S	P	P	P	P	P		P	P	
Cemetery	P	S													
Clubs	S	S				S	P	S	P	P	P	S			
College/University	S	S				P	P	P	P	P	P				
Convalescent Services	S	S			S	S	P	P							
Cultural Services	S		S	S	S	S	P	P	P	P	P				
Day Care I	P	P	P	P	P	P	P	P	P	P	P				
Day Care II	P	P	S	S	S	S	P	P	P	P	P				
Day Care Center	S	S	S	S	S	S	P	P	P	P	P		S		
Detention Facility	S									S	S				
Elderly Care Facility						S	P	P							

Elderly Housing Facility						P	P	P							
Emergency Residential	P	P	P	P	P	P	P	P			P				
Group Care Facility	S					S	P	P		P	P				
Group Home	P	P	P	P	P	P	P	P		P	P	P			
Guidance Services					S	S	P	P	P	P	P				
Hospital					S	S	S	S	S	S					
Maintenance Facilities	S	S								S	S	P	P	P	S
Non-Commercial Shelters										S	S			S	
Park and Recreation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Postal Facilities							S	P	S	P	P		P	P	
Primary Education	P	S	S	S	P	P	P	P	P	P	P				
Public Assembly	P	S				S	S	P		P	P				
Religious Assembly	P	S	S	S	P	P	P	P	P	P	P	S			
Safety Services	S	S	S	S	S	P	P	P	P	P	P	P	P	P	
Secondary Education	P	S	S	S	S	S	S	P	P	P	P				
Utilities	S	S	S	S	S	S	S	S	S	P	P	P	P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
OFFICE USES															
General Offices						S	P	P	P	P	P				
Medical Offices							S	P	S	P	P				
Financial Services							S	P	S	P	P				
COMMERCIAL USES															
Agricultural Sales/Services	P								P	P	P	P	P	P	
Automotive Rental/Sales									S	P	P	S	P	P	
Auto Services									S	P	P	P	P	P	
Body Repair										S	P		P	P	
Equipment Rental/Sales										S	P	S	P	P	
Equipment Repair										S	P		P	P	
Vehicle Storage										S	S		P	P	S
Bed and Breakfast	P	S	S	S	S	S	P	P	P	P	P				

Building Maintenance								S	P	P	P	P	P	
Business Support Services						S	P	P	P	P		P	P	S
Business/Trade School							S		P	P			S	
Campground	P	S									P			
Cocktail Lounge							S	S	P	P	S			
Commercial Recreation	S	S				S		S	P	P		S		
Communications Services						S	S	P	P	P		P	P	
Construction Sales/Service									P	P		P	P	
Consumer Services						S	S	P	P	P	P	P	P	S
Convenience Storage	S							S	S	S	S	P	P	
Food Sales (Limited)				S	P			P	P	P				
Food Sales (General)								S	P	P	S			
Funeral Services						P	P	P	P	P	S			
General Retail Services						S	S	P	P	P				
Kennels	S								S					
Laundry Services								S	P	P		P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
COMMERCIAL USES															
Liquor Sales								S	S	P	P	S			
Lodging							S	S	S	P	P	P			
Personal Services							P	P	P	P	P	P	P	P	
Pet Sales	P								P	P	P				
Research Services									P	P	P		P	P	S
Restaurants (Drive-In)									P	P	S	P	S	S	
Restaurants (General); Mobile Food Trucks; Mobile Food Vending Units*									P	P	P	P	S	S	
Stables	S	S													

Surplus Sales										P	P				
Veterinary Services	S								S	S	S	S	S	S	
PARKING USES															
Parking Facility	P	P	P	P	P	P	P	P	P	P	P		P	P	
Parking Structure										S	P		S	S	
INDUSTRIAL USES															
Custom Manufacturing	P									S	P		P	P	
Light Industry											P		P	P	
General Industry													S	P	
Heavy Industry														S	
Recycling Collection									S	P			P	P	
Recycling Processing													S	P	S
Resource Extraction	S													S	S
Salvage Services	S													S	
Warehousing										S	S		P	P	
Construction Yards													S	P	
Hatchery	P												S	P	
Brewery/Distillery										S	P		P	P	

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
TRANSPORTATION USES															
Aviation Facilities	S												S	S	
Railroad Facilities	S										S		P	P	P
Transportation Terminal	S									S	S		P	P	
Truck Terminal											S	S	S	P	
MISCELLANEOUS USES															

Broadcasting Tower	S	S			S	S	S	S	S	S		S	S	S	
Construction Batch Plant	P												S	P	
WECS	S	S	S	S	S	S	S	S	S	S		S	S	P	
Landfill (Non-Putrescible)	S	S												S	
Landfill (Putrescible)	S														

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

(Ord. No. 94-69, Sec. 3, 4-3-95; Ord. No. 95-29, Sec. 1, 8-21-95; Ord. No. 96-28, Sec. 1, 5-20-96; Ord. No. 96-38, Sec. 1, 7-15-96; Ord. No. 96-39, Sec. 1, 8-5-96; Ord. No. 00-41, Sec. 2, 11-6-00; Ord. No. 11-014, Table 4-2; Ord. No. 12-18, Sec. 2, 4-2-12; Ord. No. 14-021, Table 4-2, 9-2-14; Ord. No. 16-010, Table 4-2, 3-7-16; Ord. No. 16-011, Table 4-2, 3-7-16; Ord. No. 16-025, Table 4-2, 6-6-16; Ord. No. 16-052, Table 4-2, 9-19-16; Ord. No. 16-054, Table 4-2, 10-17-16; Ord. No. 17-015, Table 4-2, 8-21-17; Ord. No. 18-012, 6-18-18; Ord. No. 18-017, Table 4-2, 7-16-18; Ord. No. 19-047, Table 4-2, 10-7-19, Ord. No. 24-34 Table 4-2)”

SECTION 3. That Section 602 of Article VI of the Beatrice Zoning Code be and hereby is amended to read as follows:

“602 Supplemental Use Regulations: Agricultural Uses

A. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

1. Garden Centers

- (a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.
- (b) Garden centers must conform to all site development regulations for the zoning district.
- (c) Any garden center adjacent to a residential district must maintain a 30-foot landscaped bufferyard, consistent with the standards established in Article Eight.

2. Roadside Stands

- (a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.

- (b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.
- (c) A roadside stand may operate for a maximum of one hundred eighty (180) calendar days in any one (1) year.

B. Type I Animal Production

1. Location

- (a) Any new Type I Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type I animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type I animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.
- (b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway

ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

C. Type II Animal Production

1. Location

(a) Any new Type II Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type II animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type II animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

(b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

(a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two (2) miles from a residential zoning district.

(b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

(a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.

- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

D. Type III Animal Production

1. Location

- (a) As of the date of enactment of Ordinance Number 07-20, no new Type III animal production use may be established within the city limits or within the extra-territorial jurisdiction of the City of Beatrice. Any Type III animal production use existing within the second mile of extra-territorial jurisdiction of the City of Beatrice pursuant to a Special Use Permit prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

- (b) No Type III animal production use shall be located within 500 feet of property lines of the parcel on which it is located. A Type III animal production use that has been continuously in existence since the date of the adoption of this Ordinance and that is located within 500 feet of the property lines of the parcel on which it is located may perform additions, alterations, or enlargements of otherwise allowed by these regulations within the setback area so long as such additions, alterations, or enlargements do not increase the degree of nonconformity as to this setback requirement.

- (c) No Type III animal production use shall be located within 1,000 feet of an existing residential structure other than that of the owner or operator of the Type III animal production use.

2. Operation

- (a) Livestock waste within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent

control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.
- (c) Water shall not be discharged or directed from the Type III animal production site onto neighboring properties, except in the event of a storm with a four percent (4%) probability of occurrence within a 24-hour period, corresponding to a rainfall event with a probable recurrence of one in twenty-five years.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

5. General Standards and Application Requirements

- (a) Removal or disposal of livestock wastes, drainage, pollution control, and other aspects of Type III animal production operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for feedlots.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Type III animal production use shall include: certifications of plan review and approval by the Nebraska Department of Environmental Quality; a site plan showing the location and maximum area of the confinement area; and a detailed description of operations, including maximum number and type of livestock to be confined, livestock waste removal or disposal plans, drainage plans, and pollution control measures.

E. Slaughterhouse

1. Location

- (a) Slaughterhouse use shall be permitted by Special Use Permit in AG and GI Districts. All killing and butchering must take place indoors.
- (b) No confinement area for the holding of livestock or poultry shall be located within 100 feet of the property lines of the parcel on which it is located; or within 750 feet of an existing residential structure other than that of the

owner or operator of the facility.

2. Operation

- (a)** Animal and butchering waste shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant. All animal and butchering waste shall be subject to all applicable nuisance codes of the City of Beatrice, and removal and disposal thereof shall be done in a manner such that no such waste shall become a nuisance.
- (b)** No livestock or poultry shall remain in the confinement area for more than three (3) calendar days.
- (c)** Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure and butchering waste, or by other accepted insect and rodent control measures.
- (d)** No confinement area for the holding of livestock or poultry shall contain more than five (5) animals for more than eight (8) consecutive hours at one time.

3. Drainage

- (a)** All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b)** Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock or butchering waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. General Standards and Application Requirements

- (a)** Removal or disposal of livestock and butchering wastes, drainage, pollution control, and other aspects of Slaughterhouse operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for slaughterhouses.
- (b)** In addition to other requirements, all applications for Special Use Permits for the establishment of a Slaughterhouse use shall include: a traffic plan, livestock and butchering waste removal or disposal plans, drainage plans, and pollution control measures.”

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

SECTION 5. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

* Redline *



**STAKE
YOUR
CLAIM**

BEATRICE

CITY • BOARD OF PUBLIC WORKS

ZONING ORDINANCE

ARTICLE THREE USE TYPES

**ARTICLE THREE –
USE TYPES**

301 Purpose

Article Three shall be known as the Use Types. The purpose of the Use Types is to establish a classification system for land uses and a consistent set of terms defining uses permitted or conditionally permitted within various zoning districts. The Use Types section also provides a procedure for determining the applicable use type of any activity not clearly within any defined use type.

302 Interpretations

A. Classification of Uses

In the event of any question as to the appropriate use types of any existing or proposed use or activity, the Building Official of the City of Beatrice shall have the authority to interpret the provisions of this Ordinance as to appropriate type. An interpretation by the Building Official may be appealed to the Board of Adjustment in accordance with the provisions of Article Thirteen. In making such interpretations, the Building Official and the Board of Adjustment shall consider the operational and physical characteristics of the use in question and shall consider such characteristics or specific requirements of the use in common with those included as examples of use types. Those examples, when included in use type descriptions, are intended to be illustrative, as opposed to being exclusive lists, unless otherwise indicated.

B. Records

The Building Official shall make all such interpretations as to appropriate use types in writing. The record of the determination shall contain a report explaining the reasons for the determination.

303 Agricultural Use Types

Agricultural use types include the on-site production of plant and animal products by agricultural methods.

A. Horticulture

The growing of horticultural and floracultural specialties, such as flowers, shrubs, or trees intended for ornamental or landscaping purposes. This definition may include accessory retail sales under certain conditions. Typical uses include wholesale plant nurseries and greenhouses.

B. Crop Production

The raising and harvesting of tree crops, row crops, or field crops on an agricultural or commercial basis. This definition may include accessory retail sales under certain conditions.

C. Type I Animal Production

The raising of animals or production of animal products such as eggs or dairy products on an agricultural or commercial basis on a site which is also used for crop production or where grazing of natural vegetation is the major feed source. Type I Animal Production shall also include confined feeding or holding facilities consisting of less than or equal to 20 feeder or fat

cattle, less than or equal to 20 beef cows, less than or equal to 20 dairy cattle, less than or equal to 50 swine, less than or equal to 200 sheep, less than or equal to 300 turkeys, or less than or equal to 1,000 chickens, ducks, or geese.

D. Type II Animal Production

The confined feeding or holding of between 21 and 150 feeder or fat cattle, between 21 and 100 beef cows, between 21 and 100 dairy cattle, between 51 and 500 swine, between 201 and 2,000 sheep, between 301 and 3,000 turkeys, or between 1,001 and 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

E. Type III Animal Production

The confined feeding or holding of more than 150 feeder or fat cattle, more than 100 beef cows, more than 100 dairy cattle, more than 500 swine, more than 2,000 sheep, more than 3,000 turkeys, or more than 10,000 chickens, ducks, or geese in buildings, lots, pens, pools, or ponds, which are normally not used for crop production or where grazing of natural vegetation is not the major feed source.

F. Livestock Sales

The use of a site for the receipt, temporary feeding and accommodation, and sale of livestock and poultry. Typical uses include stockyards and livestock sales pavilions.

G. Slaughterhouse

A place where cattle, sheep, hogs, poultry or other animals are killed or butchered for market or for sale.

304 Residential Use Types

Residential use types include uses providing wholly or primarily non-transient living accommodations. They exclude institutional living arrangements providing 24-hour skilled nursing or medical care, forced residence, or therapeutic settings.

A. Single-Family Residential

The use of a site for one dwelling unit, occupied by one family, excluding a mobile home unit.

1. Single-Family Residential (Detached): A single-family residential use in which one dwelling unit is located on one lot, with no physical or structural connection to any other dwelling unit.
2. Single-Family Residential (Attached): A single-family residential use in which one dwelling unit is located on one lot and is attached by a common vertical wall to only one other adjacent dwelling unit, located on an adjacent, legally described lot.

B. Duplex Residential

The use of a site for two dwelling units, each occupied by one family within a single building on a single, legally-described lot, excluding a mobile home unit.

C. Townhouse Residential

The use of a site for three or more attached dwelling units, each occupied by one family and separated by vertical side walls extending from foundation through roof without openings. Each townhouse unit must have at least two exposed exterior walls.

D. Multiple-Family Residential

The use of a site for three or more dwelling units within one building.

E. Downtown Residential

The use of the upper levels above street level of a building within the Central Business District of the City of Beatrice for single- or multiple-family residential uses.

F. Group Residential

The use of a site for a residence by more than three unrelated persons, not defined as a family, on a weekly or longer basis.

G. Mobile Home Residential

A residential use in which one mobile home is located on one lot, with no physical or structural connection to any other dwelling unit or mobile home.

H. Mobile Home Park

Use of a site under single ownership for one or more mobile home units. In general, the land on which mobile homes are placed in a Mobile Home Park is leased from the owner of the facility.

(Ord. No. 94-69 Sec. 2, 4-3-95)

305 Civic Use Types

Civic use types include the performance of utility, educational, recreational, cultural, medical, protective, governmental, and other uses which are strongly vested with public or social importance.

A. Administration

Governmental offices providing administrative, clerical or public contact services that deal directly with the citizen, together with incidental storage and maintenance of necessary vehicles. Typical uses include federal, state, county, and city offices.

B. Cemetery

Land used or intended to be used for the burial of the dead and dedicated for cemetery purposes, including columbariums, crematoria, mausoleums and mortuaries when operated in conjunction with and within the boundary of such cemetery.

C. Clubs

Uses providing meeting, recreational, or social facilities for a private, non-profit or non-commercial association, primarily for use by members and guests.

D. College and University Facilities

An educational institution of higher learning which offers a course of study designed to culminate in the issuance of a degree certified by a generally recognized accrediting organization. Typical uses include universities, colleges, and community colleges.

E. Convalescent Services

A use providing bed care and in-patient services for persons requiring regular medical attention but excluding a facility providing surgical or emergency medical services and excluding a facility providing care for alcoholism, drug addiction, mental disease, or communicable disease.

F. Cultural Services

A library, museum, or similar registered non-profit organizational use displaying, preserving and exhibiting objects of community and cultural interest in one or more of the arts and sciences.

G. Day Care

1. Day Care I: A facility, or use of a dwelling unit or portion thereof, for part-time care with a maximum capacity of eight (8) individuals, with one provider. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.
2. Day Care II: A facility, or use of a dwelling unit or portion thereof, for part-time care with a maximum capacity of twelve (12) individuals, with two providers. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities.

(Ord. No. 16-010, Sec. 1, 3-7-2016)

H. Day Care Center

A facility, or use of a dwelling unit or portion thereof, for part-time care of at least thirteen (13) individuals. This term includes nursery schools, preschools, day care centers for children or adults, and similar uses but excludes public and private primary and secondary educational facilities and non-commercial shelters. (Ord. No. 16-010, Sec. 2, 3-7-2016)

I. Detention Facilities

A publicly operated or contracted use providing housing and care for individuals legally confined, designed to isolate those individuals from a surrounding community.

J. Elderly Care Facility

A facility that provides twenty-four (24) hour nonmedical care to ambulatory or nonambulatory persons in need of personal assistance, supervision or assistance essential for maintaining the activities of daily living. The facility may include congregate dining, transportation, recreation activities, housekeeping, financial services, beauty and barber services, and other support services appropriate for the residents.

K. Elderly Housing Facility

A multiple-family housing facility maintained for the occupancy of the elderly in which not more than (10) percent of the occupants are under sixty-two (62) years of age. The housing facility may include congregate transportation, recreation activities, beauty and barber services, financial services and other support services appropriate for the residents.

L. Emergency Residential Services

A facility or use of a dwelling to provide a protective sanctuary for victims of crime or abuse, including emergency housing during crisis intervention for victims of rape, abuse, or physical beatings.

M. Group Care Facility

A facility licensed or approved by the State of Nebraska or other appropriate agency, which provides for the care and short or long term overnight occupancy of more than three unrelated persons who require and receive therapy or counseling on site as part of an organized and therapeutic ongoing program for any of the purposes listed below. Such facilities shall exclude those uses defined as group homes. Group Care Facilities include facilities which provide for the:

1. Adaptation to living with, or rehabilitation from, the handicaps of physical disability.
2. Adaptation to living with, or rehabilitation from, the handicaps of emotional or mental disorder; or of mental retardation if such facility has an overnight occupancy of more than eight persons.
3. Rehabilitation from the effects of drug or alcohol abuse.
4. Supervision while under a program alternative to imprisonment, including but not limited to pre-release, work-release, and probationary programs.

N. Group Home

A facility licensed by the State of Nebraska in which at least four but no more than eight persons, not including resident managers or house parents, who are unrelated by blood, marriage, or adoption reside while receiving therapy, training, or counseling for the purpose of adaptation to living with or rehabilitation from cerebral palsy, autism, or mental retardation.

O. Guidance Services

A use providing counseling, guidance, recuperative, or similar services to persons requiring rehabilitation assistance as a result of mental illness, alcoholism, detention, drug addiction, or similar condition on a daytime care basis.

P. Hospital

A facility providing medical, psychiatric, or surgical service for sick or injured persons primarily on an in-patient basis including emergency treatment, diagnostic services, training, administration and services to patients, employees, or visitors. For purposes of the Zoning Ordinance, a "hospital" facility includes accessory structures used for hospital storage or hospital building maintenance services. (Ord. No. 24-13, Sec. 1, 4-1-24)

Q. Maintenance Facilities

A public facility supporting maintenance, repair, vehicular or equipment servicing, material storage, and similar activities including street or sewer yards, equipment service centers, and similar uses having characteristics of commercial services, contracting, or industrial activities.

R. Non-commercial Shelters

Facilities which are operated by non-profit organizations and which provide emergency or temporary services and accommodations for people who lack access to permanent housing. Non-commercial shelters may provide accommodations on a daytime only or overnight basis. Typical uses include urban missions and shelters for homeless people.

S. Park and Recreation Services

Publicly-owned and operated parks, playgrounds, recreation facilities, and open spaces.

T. Postal Facilities

Postal services, including post offices, bulk mail processing or sorting centers operated by the United States Postal Service.

U. Primary Educational Facilities

A public, private, or parochial school offering instruction at the elementary school level in the branches of learning and study required to be taught in the public schools of the State of Nebraska.

V. Public Assembly

Facilities owned and operated by a public agency or a charitable non-profit organization accommodating major public assembly for recreation, sports, amusement, or entertainment purposes. Typical uses include civic or community auditoriums, sports stadiums, convention facilities, fairgrounds, incidental sales, and exhibition facilities.

W. Religious Assembly

A use located in a permanent building and providing regular organized religious worship and religious education incidental thereto but excluding private primary or private secondary educational facilities, community recreational facilities, day-care facilities, and associated parking facilities. A property tax exemption obtained pursuant to Property Tax Code of the State of Nebraska shall constitute prima facie evidence of religious assembly use.

X. Safety Services

Facilities for conduct of public safety and emergency services including police and fire protection services and emergency medical and ambulance services.

Y. Secondary Educational Facilities

A public, private, or parochial school offering instruction at the middle level or high school level in the branches of learning and study required to be taught in the public schools of the State of Nebraska.

Z. Utilities

Any above- or underground structures or facilities, other than lines, poles, and other incidental facilities, used for the production, generation, transmission, delivery, collection, or storage of water, sewage, electricity, delivery, collection, or storage of water, sewage, electricity, gas, oil, or electronic signals. (Ord. No. 00-41, Sec. 1, 11-6-00)

306 Office Use Types

Office use types include uses providing for administration, professional services, and similar activities. These uses often invite public clientele but are more limited in external effects than commercial uses.

A. General Offices

Use of a site for business, professional or administrative offices, excluding medical offices, banks, and financial offices. Typical uses include real estate, insurance, management, travel, or other business offices; organization and association offices; or professional offices.

B. Medical Offices

Use of a site for facilities which provide diagnostic care; and medical, psychiatric, or surgical services for sick or injured persons exclusively on an out-patient basis, but which does not provide prolonged, in-house medical or surgical care. Typical uses include medical offices operated by doctors, dentists, or similar practitioners licensed for practice in the State of Nebraska; public and private health clinics; and satellite emergency care facilities.

C. Financial Services

Provision of financial and banking services to consumers or clients. Walk-in and drive-in services to consumers are provided on site. Typical uses include banks, savings and loan associations, savings banks, and loan companies.

307 Commercial Use Types

Commercial uses include the sale, rental, service, and distribution of goods; and the provision of services other than those classified under other use types.

A. Agricultural Sales and Service

Establishments or places of business engaged in sale from the premises of feed, grain, fertilizers, pesticides and similar goods or those establishments or places of businesses that provide agriculturally-related services. Typical uses include nurseries, hay, feed and grain stores, tree services, and lawn and grounds maintenance services, which may include but is not limited to: rock lawn and rockscaping services, sodding services, horticultural and lawn spraying services, mowing services, seeding and fertilizing, aeration services, brush removal services, and weed removal services. (Ord. No. 24-33, 12-2-24)

B. Automotive and Equipment Services

Establishments or places of business primarily engaged in sale and/or service of automobiles, trucks, or heavy equipment. The following are considered automotive and equipment use types:

1. **Automotive Rental and Sales:** Sale or rental of automobiles, light trucks and utility vehicles, motorcycles, motor homes, recreational vehicles or boats, including incidental storage, maintenance, and servicing. Typical uses include new and used car dealerships; motorcycle dealerships; and boat, trailer, and recreational vehicle dealerships.
2. **Auto Services:** Provision of fuel, lubricants, parts and accessories, and incidental services to motor vehicles; and washing and cleaning and/or repair of automobiles, light trucks and utility vehicles, motorcycles, motor homes, recreational vehicles, or boats, including the sale, installation, and servicing of equipment and parts. Typical uses include service stations, car washes, muffler shops, auto repair garages, tire sales and installation, wheel and brake shops, and similar repair and service activities but exclude dismantling, salvage, or body and fender repair services. Uses may also include the retail sale of non-automotive goods.
3. **Body Repair:** Repair, painting, or refinishing of the body, fender, or frame of automobiles, trucks, motorcycles, motor homes, recreational vehicles, boats, tractors, construction equipment, agricultural implements, and similar vehicles or equipment. Typical uses include body and fender shops, painting shops, and other similar repair or refinishing garages.

4. **Equipment Rental and Sales:** Sale or rental of trucks, tractors, construction equipment, agricultural implements, mobile homes, and similar heavy equipment, including incidental storage, maintenance, and servicing. Typical uses include truck dealerships, construction equipment dealerships, and mobile home sales establishments.
 5. **Equipment Repair Services:** Repair of trucks, tractors, construction equipment, agricultural implements, and similar heavy equipment. Typical uses include truck repair garages, tractor and farm implement repair services, and machine shops, but exclude dismantling, salvage, or body and fender repair services.
 6. **Vehicle Storage:** Long-term storage of operating or non-operating vehicles, including private parking towaways or impound yards but excluding dismantling or salvage.
- C. Bed and Breakfast**
Conversion of a structure or group of structures for lodging use, including Airbnb, providing no more than ten (10) units and requiring the collection of lodging occupation tax. (Ord. No. 18-017, 7-16-18)
- D. Building Maintenance Services**
Establishments primarily engaged in the provision of maintenance and custodial services to businesses and individuals. Typical uses include janitorial, landscape maintenance, or window cleaning services.
- E. Business Support Services**
Establishments or places of business primarily engaged in the sale, rental or repair of equipment, supplies and materials or the provision of services used by office, professional and service establishments to the firms themselves but excluding automotive, construction and farm equipment; or engaged in the provision of maintenance or custodial services to businesses. Typical uses include office equipment and supply firms, small business machine repair shops or hotel equipment and supply firms, janitorial services, photography studios, and convenience printing and copying.
- F. Business or Trade Schools**
A use providing education or training in business, commerce, language, or other similar activity or occupational pursuit, and not otherwise defined as a home occupation, college or university, or public or private educational facility.
- G. Campground**
Facilities providing camping or parking areas and incidental services for travelers in recreational vehicles or tents.
- H. Cocktail Lounge**
A use engaged in the preparation and retail sale of alcoholic beverages for consumption on the premises, including taverns, bars, cocktail lounges, and similar uses other than a restaurant as that term is defined in this section.
- I. Commercial Recreation**
Private businesses or organizations, which may or may not be commercial in nature, primarily engaged in the provision of sports, entertainment, or recreation for participants or spectators.

Typical uses include driving ranges, theaters, private dance halls, or private skating facilities.

J. Communications Services

Establishments primarily engaged in the provision of broadcasting and other information relay services accomplished through the use of electronic and telephonic mechanisms but excludes those classified as Utilities. Typical uses include television studios, telecommunication service centers, telegraph service offices, and film or sound recording facilities.

K. Construction Sales and Services

Establishments or places of business primarily engaged in the retail or wholesale sale, from the premises, or materials used in the construction of buildings or other structures other than retail sale of paint, fixtures and hardware. This use type excludes those uses classified under Automotive and Equipment Services. Typical uses include building materials sales, or tool and equipment rental or sales.

L. Consumer Services

Establishments which provide services, primarily to individuals and households, but excluding Automotive Use Types. Typical uses include automated banking machines, appliance repair shops, watch or jewelry repair shops, and musical instrument repair shops.

M. Convenience Storage

Storage services primarily for personal effects and household goods within enclosed storage areas having individual access but excluding use of such areas as workshops, hobby shops, manufacturing, or commercial activity. Typical uses include mini-warehousing.

N. Food Sales

Establishments or places of business primarily engaged in the retail sale of food or household products for home consumption. Typical uses include groceries, delicatessens, meat markets, retail bakeries, and candy shops.

1. Limited Food Sales: Establishments occupying facilities of 10,000 square feet or less; and characterized by sales of specialty foods or a limited variety of general items. Typical uses include delicatessens, meat markets, retail bakeries, candy shops, and small grocery stores.
2. General Food Sales: Establishments selling a wide variety of commodities, using facilities larger than 10,000 square feet. Typical uses include supermarkets.

O. Funeral Services

Establishments engaged in undertaking services such as preparing the human dead for burial, and arranging and managing funerals. Typical uses include funeral homes or mortuaries.

P. General Retail Services

Sale or rental with incidental service of commonly-used goods and merchandise for personal or household use but excludes those classified more specifically by these use type classifications. Typical uses include department stores, apparel stores, furniture stores, or establishments providing the following products or services:

Household cleaning and maintenance products; drugs, cards, stationery, notions, books, tobacco products, cosmetics, and specialty items; flowers, plants, hobby materials, toys, and

handcrafted items; apparel, jewelry, fabrics and like items; cameras, photography services, household electronic equipment, records, sporting equipment, kitchen utensils, home furnishing and appliances, art supplies and framing, arts and antiques, paint and wallpaper, hardware, carpeting and floor covering; interior decorating services; office supplies; mail order or catalog sales; bicycles; and automotive parts and accessories (excluding service and installation).

Q. Kennels

Boarding and care services for dogs, cats and similar small animals or any premises on which six (6) or more dogs over four months of age are kept and maintained. Typical uses include boarding kennels, pet motels, or dog training centers. (Ord. No. 19-015; 5-6-19)

R. Laundry Services

Establishments primarily engaged in the provision of laundering, cleaning or dyeing services other than those classified as Personal Services. Typical uses include bulk laundry and cleaning plans, diaper services, or linen supply services.

S. Liquor Sales

Establishments or places of business engaged in retail sale for off-premise consumption of alcoholic beverages. Typical uses include liquor stores, bottle shops, or any licensed sales of liquor, beer or wine for off-site consumption.

T. Lodging

Lodging services involving the provision of room and/or board. Typical uses include hotels and motels.

U. Personal Services

Establishments or places of business primarily engaged in the provision of services of a personal nature. Typical uses include beauty and barber shops; seamstress, tailor, or shoe repair shops; photography studios; or dry cleaning stations serving individuals and households, driving schools, health or physical fitness studios, reducing salons, dance studios, handicraft and hobby instruction.

V. Pet Sales

Retail sales, incidental pet health services, and grooming and boarding of dogs, cats, birds, fish, and similar domesticated animals customarily used as household pets. Typical uses include pet stores, dog bathing and clipping salons, and pet grooming shops. (Ord. No. 24-33, 12-2-24)

W. Research Services

Establishments primarily engaged in research of an industrial or scientific nature. Typical uses include electronics research laboratories, space research and development firms, testing laboratories, or pharmaceutical research labs.

X. Restaurants

A use engaged in the preparation and retail sale of food and beverages, including the sale of alcoholic beverages when conducted as a secondary feature of the use, producing less than 50 per cent of the establishment's gross income.

1. Restaurant (Drive-in or Fast Food): An establishment which principally supplies food and beverages in disposable containers and is characterized by high automobile accessibility and on-site accommodations, self-service, and short stays by customers.
2. Restaurant (General): An establishment characterized by table service to customers and/or accommodation to walk-in clientele. Typical uses include cafes, coffee shops, and restaurants.
3. Mobile Food Truck – A licensed and operable vehicle or concession trailer, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food or beverages with or without a charge which is designed for immediate consumption. Mobile Food Trucks may connect to City power utilities if the conditions set forth by the City and Board of Public Works are satisfied.
4. Mobile Food Vending Units – Any non-motorized vehicle, trailer, stand, cart, or other device designed to be portable and not permanently attached to the ground from which food is served or offered for sale, which is enclosed and self-contained, independent with respect to water, sewer, and power utilities, that contains equipment for the preparation and sale or service of food or beverages with or without a charge which is designed for immediate consumption. Mobile Food Vending Units may connect to City power utilities if the conditions set forth by the City and Board of Public Works are satisfied. Food vending machines which are designed to be unstaffed and exchange food items for money are not considered Mobile Food Vending Units.
(Ord. 22-7, Sec. 1, 3-7-2022)

Y. Stables

Boarding, breeding or raising of horses not owned by the occupants of the premises or riding of horses by other than the occupants of the premises or their non-paying guests. Typical uses include boarding stables or public stables.

Z. Surplus Sales

Businesses engaged in the sale of used or new items, involving regular, periodic outdoor display of merchandise for sale. Typical uses include flea markets and factory outlets or discount businesses with outdoor display.

AA. Veterinary Services

Veterinary services, animal clinics, hospitals for animals, and incidental retail sales. Typical uses include pet clinics, dog and cat hospitals, pet cemeteries, and veterinary hospitals.
(Ord. No. 24-33, 12-2-24)

308 Parking Use Types

A. Parking Facility

The use of a site for parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking lot.

B. Parking Structure

The use of a site for a building which provides for parking of motor vehicles on a temporary basis within a privately or publicly owned off-street parking lot. (Ord. No. 12-018, Sec. 1, 4-2-12)

309 Industrial Use Types

Industrial use types include the on-site extraction or production of goods by non-agricultural methods, and the storage and distribution of products.

A. Custom Manufacturing

Establishments primarily engaged in the on-site assembly or production of goods by hand manufacturing, within enclosed structures, involving:

1. The use of hand tools, or
2. The use of domestic mechanical equipment not exceeding 2 horsepower, or
3. A single kiln not exceeding 8 KW.

This category also includes the incidental direct sale to consumers of goods produced on site or otherwise permitted within the zoning district. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or un-enclosed outdoor storage. Typical uses include but are not limited to small scale assembly, ceramic studios, custom jewelry manufacturing, and candle making shops.

(Ord. No. 16-025, Sec. 1, 6-6-2016)

B. Light Industry

Establishments engaged in the manufacture or processing of finished products from previously prepared materials, including processing, fabrication, assembly, treatment, and packaging of such products, and incidental storage, sales, and distribution. These establishments are characterized by having no major external environmental effects across property lines and include no unscreened or un-enclosed outdoor storage. Typical uses include commercial bakeries, dressed beef processing plants, soft drink bottling, apparel assembly from fabrics, electronics, manufacturing, print shops and publishing houses.

C. General Industry

Enterprises engaged in the processing, manufacturing, compounding, assembly, packaging, treatment or fabrication of materials and products from prepared materials or from raw materials without noticeable noise, odor, vibration, or pollution effects across property lines.

D. Heavy Industry

Enterprises involved in the basic processing and manufacturing of products, predominately from raw materials, with noticeable noise, odor, vibration, or pollution effects across property lines; or a use or process engaged in the storage of or processes involving potentially or actually hazardous, explosive, flammable, radioactive, or other commonly recognized hazardous materials.

- E. Recycling Collection**
Any site which is used in whole or part for the receiving or collection of any post-consumer, non-durable goods including, but not limited to, glass, plastic, paper, cardboard, aluminum, or tin.
- F. Recycling Processing**
Any site which is used for the processing of any post-consumer, non-durable goods including, but not limited to, glass, plastic, paper, cardboard, aluminum, or tin.
- G. Resource Extraction**
A use involving on-site extraction of surface or subsurface mineral products or natural resources, excluding the grading and removal of dirt. Typical uses are quarries, borrow pits, sand and gravel operations, mining.
- H. Salvage Services**
Places of business primarily engaged in the storage, sale, dismantling or other processing of used or waste materials which are not intended for reuse in their original forms. Typical uses include automotive wrecking yards, junk yards, or paper salvage yards.
- I. Warehousing**
Uses including open air storage, distribution, and handling of goods and materials. Typical uses include monument yards, grain elevators, and open storage.
- I. Construction Yards**
Establishments housing facilities of businesses primarily engaged in construction activities, including incidental storage of materials and equipment on lots other than construction sites. Typical uses are building contractor's yards.
- K. Hatchery**
Establishment engaged in the process of incubation and hatching of poultry eggs. These establishments are characterized by having no major external environmental effects including noise, odor, vibration, or pollutants. Live poultry does not remain on site for extensive periods of time. (Ord. No. 16-011, Sec. 1, 3-7-2016)
- L. Brewery/Distillery**
Establishment engaged in the process of producing beer or distilled liquor. Shall include uses such as craft brewery, brewpub, microbrewery, beer manufacturers, microdistillery, and distilled liquor manufacturers as all such uses are defined in the Nebraska Liquor Control Act. (Ord. No. 16-025, Sec. 2, 6-6-2016)

310 Transportation Use Types

Transportation use types include the use of land for the purpose of providing facilities supporting the movement of passengers and freight from one point to another.

- A. Aviation Facilities**
Landing fields, aircraft parking and service facilities, and related facilities for operation, service, fueling, repair, storage, charter, sales, and rental of aircraft, and including activities directly associated with the operation and maintenance of airport facilities and the provision of safety and security.

B. Railroad Facilities

Railroad yards, equipment servicing facilities, and terminal facilities.

C. Transportation Terminal

A facility for loading, unloading, and interchange of passengers, baggage, and incidental freight or package express, including bus terminals, railroad stations, and public transit facilities.

D. Truck Terminal

A facility for the receipt, transfer, short term storage, and dispatching of goods transported by truck.

311 Miscellaneous Use Types

A. Broadcasting Tower

A structure for the transmission or broadcasting of radio, television, radar, or microwaves, ordinarily exceeding the maximum height permitted in its zoning district. Radio towers not exceeding fifty feet in height are excluded from this definition.

B. Construction Batch Plant

A temporary demountable facility used for the manufacturing of concrete, asphalt, or other paving materials intended for specific construction projects.

C. Wind Energy Conservation System (WECS)

Any device which converts wind energy to a form of usable energy, including wind charges, windmills, or wind turbines.

D. Landfill (Non-putrescible Solid Waste Disposal)

The use of a site as a depository for solid wastes that do not readily undergo chemical or biological breakdown under conditions normally associated with land disposal operations. Typical disposal material would include ashes, concrete, paving wastes, rock, brick, lumber, roofing materials and ceramic tile.

E. Landfill (Putrescible and Non-putrescible Solid Waste Disposal)

The use of a site as a depository for any solid waste except hazardous and toxic waste as defined by the Federal Environmental Protection Agency. Typical disposal material would include non-putrescible wastes and vegetation, tree parts, agricultural wastes (garbage) and manure. All such landfills must be owned by a public agency or entity.

TABLE 4-2: PERMITTED USES BY ZONING DISTRICTS

USE TYPES	AG	RR	R-1	R-2	R-3	R-4	RC	O	LC	GC	CBD	CS	LI	GI	FW
AGRICULTURAL USES (1)															
Horticulture	P	P													P
Crop Production	P	P	S	S	S	S									P
Animal Production (I)	(2)														
Animal Production (II)	(3)														
Animal Production (III)	(4)														
Livestock Sales														S	
<u>Slaughterhouse</u>	<u>S</u>													<u>S</u>	
RESIDENTIAL USES															
Single-Family Detached	P	P	P	P	P	P	P	P							
Single-Family Attached			P	P	P	P	P	P							
Duplex					P	P	P	P							
Townhouse					S	P	P	S	S						
Multiple-Family						P	P	S	S		S				
Downtown Residential											S				
Group Residential						P	P	S	S		S				
Mobile Home Park						S	S								
Mobile Home Residential	P	P	P	P	P	P	P	P							

Note (1): Colleges, Universities, and Trade Schools shall be permitted to undertake any Agricultural Uses except for Animal Production (III) or Livestock Sales regardless of which zoning district the College, University, or Trade School is located in.

Note (2): Permitted by Special Use Permit in AG Districts more than 200 feet from the City Limits but within the first mile of the extra-territorial jurisdiction; permitted by right in AG Districts in the second mile of the extra-territorial jurisdiction.

Note (3): Permitted by Right in AG Districts within the second mile of the extra-territorial jurisdiction.

Note (4): Not permitted within the extra-territorial jurisdiction.

P = Permitted Uses by Right S = Uses Permitted by Special Use Permit Blank = Uses Not Permitted

Redline



BEATRICE
CITY • BOARD OF PUBLIC WORKS

ZONING ORDINANCE

ARTICLE SIX
SUPPLEMENTAL USE REGULATIONS

LAST UPDATED – ~~AUGUST~~ APRIL 6, 2022

ARTICLE SIX –
SUPPLEMENTAL USE REGULATIONS

601 Purpose

The Supplemental Use Regulations set forth additional standards for certain uses located within the various zoning districts. These regulations recognize that certain use types have characteristics that require additional controls in order to protect public health, safety, and welfare. These regulations complement the use regulations contained in Article Four of this Ordinance.

Nothing in these provisions shall relieve any property owner or user from satisfying any condition or requirement associated with a previous approval, special permit, variance, development permit, or other permit issued under any local, State, or Federal ordinance or statute.

602 Supplemental Use Regulations: Agricultural Uses

A. Horticulture and Crop Production: Retail Sales

Retail operation of garden centers or roadside stands associated with a primary agricultural use may be permitted in the AG District, subject to the following requirements:

1. Garden Centers

- (a) A garden center is a building or premises used for the retail sale of plant materials or items useful in the growing or display of lawns, gardens, and plants.
- (b) Garden centers must conform to all site development regulations for the zoning district.
- (c) Any garden center adjacent to a residential district must maintain a 30-foot landscaped bufferyard, consistent with the standards established in Article Eight.

2. Roadside Stands

- (a) A roadside stand is a facility used on a temporary or seasonal basis for the retail sale of produce grown largely on adjacent or surrounding agricultural lands.
- (b) A roadside stand may be located within a required front yard but no closer than 40 feet to the edge of a traveled roadway.
- (c) A roadside stand may operate for a maximum of one hundred eighty (180) calendar days in any one (1) year.

B. Type I Animal Production

1. Location

- (a) Any new Type I Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type I animal production

use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type I animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

- (b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

C. Type II Animal Production

1. Location

- (a) Any new Type II Animal Production use established after the enactment of Ordinance Number 07-20 shall be permitted by Special Use Permit in AG Districts more than 200 feet from the city limits but within the first mile of the extra-territorial jurisdiction and by right in all AG Districts located within the second mile of extra-territorial jurisdiction of the City of Beatrice. As of the date of enactment of Ordinance Number 07-20, no new Type II animal production use may be established within the city limits or within 200 feet of the city limits of the City of Beatrice. Any Type II animal production use existing within the first or second mile of extra-territorial jurisdiction of the City of Beatrice prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all

applicable use regulations. Any nonconforming use shall run with the land.

~~(a)~~(b) No confinement area for the feeding or holding of livestock or poultry shall be located within 500 feet of the property lines of the parcel on which it is located; or within 1,000 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

(a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two (2) miles from a residential zoning district.

(b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

(a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.

(b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

D. Type III Animal Production

1. Location

(a) As of the date of enactment of Ordinance Number 07-20, no new Type III animal production use may be established within the city limits or within the extra-territorial jurisdiction of the City of Beatrice. Any Type III animal production use existing within the second mile of extra-territorial jurisdiction of the City of Beatrice pursuant to a Special Use Permit prior to the enactment of Ordinance Number 07-20 shall be considered a nonconforming use and may continue but shall not be enlarged. Any nonconforming use that remains unused for a continuous period of one year shall be deemed an abandonment of the nonconforming use and any subsequent use must conform to all applicable use regulations. Any nonconforming use shall run with the land.

(b) No Type III animal production use shall be located within 500 feet of property lines of the parcel on which it is located. A Type III animal production use that has been continuously in existence since the date of the adoption of this Ordinance and that is located within 500 feet of the property lines of the parcel on which it is located may perform additions, alterations, or enlargements of otherwise allowed by these regulations within the setback area so long as such additions, alterations, or enlargements do not increase the degree of nonconformity as to this setback requirement.

- (c) No Type III animal production use shall be located within 1,000 feet of an existing residential structure other than that of the owner or operator of the Type III animal production use.

2. Operation

- (a) Livestock wastes within a confinement area shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant located at least two miles from a residential zoning district.
- (b) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure; or by other accepted insect and rodent control measures.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to insure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock waste is carried into any roadway ditch, drainage area, or other low-lying area.
- (c) Water shall not be discharged or directed from the Type III animal production site onto neighboring properties, except in the event of a storm with a four percent (4%) probability of occurrence within a 24-hour period, corresponding to a rainfall event with a probable recurrence of one in twenty-five years.

4. Pollution Control

A confined area shall not produce a measurable increase in pollution in any public water-based recreational facility, in any public water supply, or in any waterway that is part of a public or private water supply.

5. General Standards and Application Requirements

- (a) Removal or disposal of livestock wastes, drainage, pollution control, and other aspects of Type III animal production operation shall comply with the regulations and standards of the Nebraska Department ~~of Environmental Quality~~ Water, Energy, and Environment for feedlots.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Type III animal production use shall include: certifications of plan review and approval by the Nebraska Department of Environmental Quality; a site plan showing the location and maximum area of the confinement area; and a detailed description of operations, including maximum number and type of livestock to be confined, livestock waste removal or disposal plans, drainage plans, and pollution control measures.

E. Slaughterhouse

1. Location

- (a) Slaughterhouse use shall be permitted by Special Use Permit in AG and GI Districts. All killing and butchering must take place indoors.
- (b) No confinement area for the holding of livestock or poultry shall be located within 100 feet of the property lines of the parcel on which it is located; or within 750 feet of an existing residential structure other than that of the owner or operator of the facility.

2. Operation

- (a) Animal and butchering wastes shall be removed or disposed of by spraying or spreading on land promptly followed by discing or plowing; grinding or dehydrating in properly designed dehydrators; or stockpiling in a compost plant. All animal and butchering wastes shall be subject to all applicable nuisance codes of the City of Beatrice, and removal and disposal thereof shall be done in a manner such that no such waste shall become a nuisance.
- (b) No livestock or poultry shall remain in the confinement area for more than three (3) calendar days.
- (c) Insect and rodent control measures must be instituted for confined areas by removal or disposal of manure and butchering wastes; or by other accepted insect and rodent control measures.
- (d) No confinement area for the holding of livestock or poultry shall contain more than five (5) animals for more than eight (8) consecutive hours at one time.

3. Drainage

- (a) All ground surfaces within confinement areas shall be graded and compacted to ensure proper drainage.
- (b) Surface runoff from confinement areas shall be controlled so that no appreciable amount of soil and livestock or butchering waste is carried into any roadway ditch, drainage area, or other low-lying area.

4. General Standards and Application Requirements

- (a) Removal or disposal of livestock and butchering wastes, drainage, pollution control, and other aspects of Slaughterhouse operation shall comply with the regulations and standards of the Nebraska Department Water, Energy, and Environment for slaughterhouses.
- (b) In addition to other requirements, all applications for Special Use Permits for the establishment of a Slaughterhouse use shall include: a traffic plan, livestock and butchering waste removal or disposal plans, drainage plans, and pollution control measures.

603 Supplemental Use Regulations: Residential Uses

A. All Residential Uses

No new residential use, other than the residence of the owner, operator, or employee of a Type III animal production facility, shall be constructed within 1,000 feet of an existing Type III animal production facility.

B. Single-Family Attached

Where permitted, the minimum side yard opposite the common wall shall be equal to twice the normal required side yard.

C. Townhouse Residential

Where permitted, townhouse residential is subject to the following regulations:

1. The site area per unit shall be the larger of the requirements set forth in Table 4-3 or 2,500 square feet in all districts where permitted.
2. The minimum width for any townhouse lot sold individually shall be 25 feet.
3. Coverage percentages are computed for the site of the entire townhouse common development.

D. Residential Uses in the CBD District

Residential uses are permitted in the CBD District only on levels above street level except that a unit specifically designed for occupancy by disabled residents may be developed at street level, subject to approval of a special use permit by the Planning and Zoning Commission.

E. Mobile Home Residential

Where permitted, mobile home residential is subject to the following regulations:

1. Each mobile home shall have:
 - (a) A floor area of at least 900 square feet;
 - (b) A minimum exterior width of 18 feet;
 - (c) A pitched roof with a minimum vertical rise of 2.5 inches for each 12 inches of horizontal run;
 - (d) A nonreflective exterior siding material of a color, material and scale comparable with those existing in residential site-built, single-family construction in the city;
 - (e) A nonreflective roof material which is or simulates asphalt or wood shingles, tile, or rock;
 - (f) Permanent connections to permanently located utilities complying with the International Plumbing Code adopted by Section 7-90 of the Beatrice City Code and the National Electrical Code as adopted by Nebraska Revised Statutes; and
 - (g) A label certifying that the mobile home was built in compliance with National Manufactured Home Construction and Safety Standards, 24 C.F.R. 3280, et. seq. promulgated by the U.S. Department of Housing and Urban Development or a seal in accordance with the Nebraska Uniform Standards for Modular Housing Units Act.
2. Each mobile home shall have wheels, axles, transporting lights and removable towing apparatus removed.
3. Each mobile home shall be securely and permanently attached to a permanent foundation complying with the International Building Code adopted by Section 7-20 of the Beatrice City

Code.

4. The exterior siding of each mobile home shall extend to the ground and shall be supported to withstand wind loads as set forth in the Uniform Building Code adopted by Section 7-16 of the Beatrice City Code, or the foundations shall form a complete enclosure under the exterior walls. The space beneath the mobile home shall be properly ventilated.
5. Each mobile home shall be considered to be a single family detached structure for the purposes of determining applicable site development regulations.

(Ord. No. 16-24, Sec. 1, 6-6-16)

F. Mobile Home Parks

Mobile Home Parks may be allowed in the R-4 and RC Zoning Districts, subject to approval of a Special Use Permit and compliance with the following regulations:

1. Certification

A certification of compliance with all ordinances and regulations regarding mobile home licensing, zoning, health, plumbing, electrical, building, fire protection and any other applicable requirements shall be required of all Mobile Home Parks.

2. Minimum Area

The contiguous area of a Mobile Home Park shall be no less than five acres.

3. Density Requirements

(a) The minimum gross site area per dwelling unit shall be 7,000 square feet.

(b) The minimum size of an individual mobile home space shall be 5,000 square feet.

(c) Each mobile home space shall be at least 50 feet wide and clearly defined.

4. Site Development Standards

(a) Setbacks: Each Mobile Home Park shall have a minimum perimeter setback of 25 feet from adjacent properties of public rights-of-way. No space for a dwelling unit or any other structure shall be permitted in the required setback.

(b) Setback Landscaping: All area contained within the required setbacks except sidewalks and private drives shall be landscaped.

(c) Impervious Coverage: Impervious coverage for a Mobile Home Park shall not exceed 50 percent of the total site area.

(d) Open Space: Each Mobile Home Park shall provide a minimum of 400 square feet of open recreational space per unit. Such space shall be provided at a central location accessible from all parts of the park by pedestrians.

(e) Separation Between Mobile Home Units: The minimum separation between a mobile home unit and attached accessory structure and any other mobile home units and/or

accessory structure shall be 20 feet.

- (f) Separation and Setbacks for Accessory Buildings: An accessory building on a mobile home space shall maintain a minimum rear and side yard setback of five feet. A minimum distance of ten feet shall be provided between any mobile home and an unattached accessory building.

5. Street Access and Circulation Requirements

- (a) Access to Public Street: Each Mobile Home Park must abut and have access to a dedicated public street with a right of way of at least 60 feet. Direct access to a mobile home space from a public street is prohibited.
- (b) Vehicular Circulation: The Mobile Home Park must provide interior vehicular circulation on a private internal street system. Minimum interior street width shall be 27 feet. The street system shall be continuous and connected with other internal and public streets; or shall have a cul-de-sac with a minimum diameter of 90 feet. No such cul-de-sacs may exceed 300 feet in length.
- (c) Separation between Units and Circulation Areas: The minimum distance between a mobile home unit and any attached accessory structure and the pavement of an internal street or parking area shall be ten feet.
- (d) Sidewalks: Each Mobile Home Park shall provide a sidewalk system to connect each mobile home space to common buildings or community facilities constructed for the use of its residents; and to the fronting public right of way. Sidewalk width shall be at least four feet.
- (e) Street and Sidewalk Standards: All internal streets and sidewalks shall be surfaced with concrete to city standards. Electric street lighting is required along all internal streets.
- (f) Parking Requirements: Each Mobile Home Park must provide at least two off-street parking stalls for each mobile home space.

6. Storm Shelters

Storm shelters shall be provided for all Mobile Home Parks and Mobile Home Subdivisions in conformance with the following requirements:

- (a) Shelters shall be located no more than 600 feet from any mobile home or other dwelling unit and/or occupied area served and on the same property.
- (b) Shelters shall provide 16.5 square feet of floor area per unit.
- (c) A sidewalk system shall be installed which connects all mobile homes or other dwelling units to the storm shelter.
- (d) Shelters shall be designed to withstand a wind speed of 200 miles per hour and in accordance with the technical guidelines recommended by the U.S. Federal Emergency Management Agency.

7. Utilities

All Mobile Home Parks shall provide individual units and common facilities with an adequate, piped supply of hot and cold water for both drinking and domestic purposes; and standard electrical service, providing at least one 120-volt and one 240-volt electrical service outlet to each mobile home space. Fire hydrants shall be provided as required by the City of Beatrice's Subdivision Regulations. All utility systems and connections shall comply with the Uniform Standard Code for Mobile Home Parks as adopted by Neb.Rev.Stat. 71-4634 et al.

8. Occupancy

No mobile home park shall be occupied or otherwise used until the Building Official has found the same to be in compliance with the Special Use Permit approved by the Planning and Zoning Commission, been licensed pursuant to the Nebraska Uniform Standard Code for Mobile Home Parks, and meets the standards of all other applicable laws, regulations, and requirements.

9. Completion Schedule

Construction must begin on any approved Mobile Home Park within one year of the date of approval by the Planning and Zoning Commission. Such construction shall be completed within two years of approval, unless otherwise extended by the Commission.

(Ord. No. 16-24, Sec. 1, 6-6-16)

G. Mobile Homes: Prohibition of Non-Residential Uses

1. Except as specifically provided herein, no mobile home unit may be used in any zoning district for a non-residential purpose, other than home occupations as permitted by Section 608. (Ord. No. 94-69, Sec. 4, 4-3-95; Ord. No. 98-43, Sec. 2, 8-3-98)

604 Supplemental Use Regulations: Civic Uses

A. Clubs

Clubs located adjacent to residential uses shall maintain a bufferyard of not less than fifteen feet along the common boundary with such residential use.

B. Group Care Facilities and Group Homes

Each group care facility or group home must be validly licensed by either the State of Nebraska or the appropriate governmental subdivision.

605 Supplemental Use Regulations: Commercial Uses

A. Auto Repair, Equipment Repair, and Body Repair

1. All repair activities must take place within a completely enclosed building.
2. Any spray painting must take place within structures designed for that purpose and approved by the Beatrice Fire Department.

B. Auto Washing Facilities

1. Each automatic or conveyor operated auto washing facility shall provide stacking capacity for four automobiles per washing lane on the approach side of the washing structure and stacking space for two automobiles on the exit side.

2. Each self-service auto washing facility shall provide stacking space for two automobiles per bay on the approach side and one space per bay on the exit side of the building.
3. Stacking spaces may not be located within a required front yard.

C. Automobile and Equipment Rental and Sales

1. All outdoor display areas for rental and sales facilities shall be paved with asphalt or concrete.
2. Body repair services are permitted as an accessory use to automobile rental and sales facilities, provided that such repair services shall not exceed 20% of the gross floor area of the building. All repair activities must take place within a completely enclosed building.

D. Campgrounds

1. Minimum Size: Each campground established after the effective date of this Ordinance shall have a minimum size of one acre.
2. Minimum Area per Campsite: Each individual campsite shall contain at least 1,000 square feet. The campsite shall be so designed that the required 1,000 square feet can be enclosed within a rectangle of which one side shall not exceed three times any other side.
3. Setbacks: All campgrounds shall maintain a 50-foot setback from all property lines.
4. Access:
 - (a) The access to public roads and highways shall be paved or surfaced in a similar manner to the adjacent public roads, and shall be approved by the city.
 - (b) Access roads shall be provided to each campsite and all access roads shall have a minimum unobstructed width of fourteen feet for all one-way roads, and twenty feet for all two-way roads.
5. Utilities: Each campground must maintain water supply, sewage disposal, and washing and toilet facilities in compliance with all City ordinances.
6. The layout of campgrounds shall minimize the destruction or alteration of natural vegetation or topography.
7. No campground may be occupied by the same person or persons for more than thirty days in any one calendar year.
8. No mobile home shall be located in a campground.
9. All special use permits issued under this section are temporary and valid only during the period that the campground and associated facilities comply with the provisions of this title and all other applicable ordinances and regulations.
10. All campground operators shall keep accurate records as to the length of time a person stays in the campground and shall make such records available to any city official upon request.

E. Convenience Storage

Convenience storage facilities shall be subject to the following requirements:

1. Activities within the facility shall be limited to the rental of storage cubicles and the administration and maintenance of the facility.
2. All driveways within the facility that provide access to the doors of units available for rent shall provide a paved surface with a minimum width of 25 feet.
3. All storage must be within enclosed buildings and shall not include the storage of hazardous materials.

(Ord. No. 19-029, 8-5-19)

F. Kennels

1. When permitted in an AG Agricultural District located more than one mile from the city limits of the City of Beatrice, kennels shall be subject to the following additional requirements:
 - (a) Unless the establishment and runs are completely enclosed in a building, the lot upon which dogs are harbored or kept shall have a minimum area of 1,000 square feet for each dog over the age of one year maintained on the property. The number of dogs maintained on any such lot shall not exceed 50.
2. When permitted in an AG Agricultural District located one mile or less from the city limits of the City of Beatrice, kennels shall be subject to the following additional requirements:
 - (a) Any building, runs, fences, or other structure relating to the facility shall be set back at least 25 feet from any property line.
 - (b) Unless the establishment and runs are completely enclosed in a building, the lot upon which dogs are harbored or kept shall have a minimum area of 1,500 square feet for each dog over the age of one year maintained on the property. The number of dogs maintained on any such lot shall not exceed 50.
3. When permitted in the GC District, kennels shall be subject to the following additional requirements:
 - (a) The establishment and runs shall be within a completely enclosed building.
 - (b) The sound emitted through the walls or roofs of any building harboring animals shall not exceed 45 dbA.
 - (c) Any building, fences, or other structures relating to the facility shall be set back at least 25 feet from any property line.

606 Supplemental Use Regulations: Industrial Uses

A. Recycling Collection

When permitted, Recycling Collection shall be subject to the following additional requirements:

1. All business and processes of the facility shall be carried out within a completely enclosed structure, unless otherwise provided in this section.

2. The total building area of a Recycling Collection facility shall be between 500 square feet and 10,000 square feet, provided that it does not use external storage within an outside enclosed trailer. If recyclable materials are stored within such a trailer, the total building area shall be between 500 square feet and 2,500 square feet.
3. Any building shall be located a minimum of 150 feet from the boundary of any residential zoning district.
4. All materials must be stored within a completely enclosed structure. Recyclable materials may be stored within an outside enclosed trailer under the following conditions:
 - (a) The trailer shall be operable.
 - (b) The trailer must be set back at least 40 feet from a common lot line with any residential zoning district.
 - (c) The opening of the trailer must not face any residential zoning district.
 - (d) Trailer storage shall be limited to one vehicle with a maximum area of 320 square feet.
5. No storage of recyclable materials in excess of one month is allowed.
6. No power equipment may be used except for the purpose of loading recyclable materials.
7. The facility shall be maintained in compliance with all applicable health and fire codes.

B. Recycling Processing

When permitted, Recycling Processing shall be subject to the following additional requirements:

1. The total building area of a recycling processing facility shall be at least 500 square feet.
2. Any building or outside storage area shall be located a minimum of 300 feet from the boundary of any residential zoning district.
3. Outdoor storage is permitted for Recycling Processing facilities, subject to the following conditions:
 - (a) All such storage shall be screened in accordance with the provisions of Article Eight.
 - (b) Outdoor storage of recyclable materials must be located at least 300 feet from any property line adjacent to the rights-of-way of US Highways 77 or 136; or Nebraska Highway 4, unless such storage is completely obstructed from view of these highways by topography or land forms.
 - (c) Outdoor storage shall not be located in a required front yard setback.
4. All materials must be stored within a completely enclosed structure. Recyclable materials may be stored within an outside enclosed trailer under the following conditions:
 - (a) The trailer is operable.

(b) The trailer must be set back at least 40 feet from a common lot line with any residential zoning district.

(c) The opening of the trailer must not face any residential zoning district.

5. The facility shall be maintained in compliance with all applicable health and fire codes.

C. Resource Extraction

Resource extraction, where permitted, is subject to the following additional requirements:

1. Erosion Control: A resource extraction use may not increase the amount of storm run-off onto adjacent properties. Erosion control facilities, including retention and sediment basins, are required of each facility if necessary to meet this standard.
2. Surface Drainage: The surface of the use may not result in the collection or ponding of water, unless specifically permitted by the City Council.
3. Storage of Topsoil: Topsoil shall be collected and stored for redistribution following the end of the operation.
4. Elimination of Hazards: Excavation shall not result in a hazard to any person or property.
The following measures are required:
 - (a) Restoration of slopes to a gradient not exceeding 33% as soon as possible.
 - (b) Installation of perimeter safety screening.
 - (c) Installation of visual screening adjacent to any property within a residential district.
5. Restoration of Landscape: The topography and soil of the resource extraction site shall be restored and stabilized within nine months of completion of the operation. The site shall be seeded, planted, and contoured in a way that prevents erosion.

D. Salvage Services

1. Minimum Size: The minimum size of any salvage services facility shall be four (4) acres.
2. Screening: The perimeter of each facility shall be fully enclosed by opaque, free-standing fencing or screen walls. Minimum height of this enclosure shall be eight (8) feet. Any such enclosure shall be constructed behind any required landscaped bufferyards.
3. Before establishing a Salvage Services use on a parcel of real property whose nearest property line is within one thousand (1,000) feet of the nearest property line of a residential zoning district,
 - (a) Notice must be provided via first class mail to each owner of property in a residential district whose nearest property line is within one thousand (1,000) feet of the nearest property line of the proposed location of the Salvage Services use; and

- (b) The City Council shall hold a public hearing regarding the location of the proposed Salvage Services use. At such hearing, any and all interested parties must be given the opportunity to be heard; and
 - (c) The City Council shall approve the location of the Salvage Services use by a majority vote.
4. The City Council's approval of a Salvage Services use is revocable based on the existence or reoccurrence of zoning violations, nuisance conditions, or violations of applicable local, state, or federal rules, regulations, or laws.
 5. No Salvage Services use may be established within 500 feet of any right of way line of Nebraska Highway 4 or U.S. Highways 136 or 77.

(Ord. No. 19-025, 7-15-19)

607 Supplemental Use Regulations: Miscellaneous Uses

A. Landfills

1. Public Ownership: Any landfill involving the disposal of putrescible or septic materials shall be owned and operated by a public agency. Such public agency may contract operations out to a private contractor.
2. Compliance with Codes: Each landfill must comply with all relevant city, county, State, or Federal codes and statutes.
3. Prevention of Hazards: No facility shall present a hazard to surrounding residents or properties.
4. Drainage and Water Supply: No landfill may modify or prevent the flow of major natural drainage ways within the jurisdiction of the City of Beatrice. Landfills shall not produce a measurable increase in pollution in any public water-based recreational facility or in any waterway or well that is a part of a public or private water supply.
5. Minimum Separation from Residential Uses: No non-putrescible landfill may be established within 500 feet of a developed residential or public use. No landfill involving the disposal of putrescible or septic wastes shall be established within one-fourth mile of any residential, public, or commercial zoning district; or any State or Federal Highway.
6. Restoration of Site: The site of any landfill must be restored, stabilized, planted, and seeded within twelve months after the end of the operation. Dissipation of waste products must be accomplished in a manner approved by the State of Nebraska's Department of Environmental Quality.
7. Toxic Waste: The disposal of hazardous, toxic, or radioactive wastes as defined by the Federal Environmental Protection Agency shall be prohibited within the City of Beatrice and its extra-territorial jurisdiction.

608 Supplemental Use Regulations: Accessory Uses

A. Home Occupations

Home occupations are permitted as an accessory use in residential units subject to the following conditions:

1. External Effects: No noise, odors, bright lights, storage or other external effects attributable to the home occupation shall be noticeable from any adjacent property or public right of way.
2. Employees: A home occupation may employ a maximum of two individuals other than the residents of the dwelling unit.
3. Service Traffic: Deliveries or service by commercial vehicles or trucks over ten tons is prohibited.
4. The home occupation shall be carried on entirely within the principal dwelling unit. Operation of a home occupation shall not be carried on within a detached accessory building without approval of a Special Use permit as set forth in Section 1303.
5. Welding, vehicle body repair, mechanical repair, or rebuilding or dismantling of vehicles are not permitted as home occupations.

B. Permitted Accessory Uses: Residential Uses

Residential uses may include the following accessory uses, activities, and structures on the same lot:

1. Private garages and parking for the residential use.
2. Recreational activities and uses by residents, excluding the housing of horses.
3. Home occupations, subject to Section 608(a) of these regulations.
4. Residential convenience services for multiple-family uses or mobile home parks for use by residents only.
5. Crafts and garage sales, provided that such sales on any single property occur no more than once every 60 days; and have a maximum duration of 3 days.

C. Detached Accessory Buildings: Residential Uses

Detached accessory buildings located in the R-1, R-2, R-3, or R-4 Districts shall comply with the following requirements:

1. Detached accessory buildings shall not exceed a maximum size of 1200 square feet unless a Special Use Permit to allow a maximum size of 1800 square feet is approved as set forth in Section 1303. The square footage set forth in this subsection shall include the square footage for all detached accessory buildings located on the site.
2. A maximum of two detached accessory buildings shall be located on a site.
3. Detached accessory buildings shall not exceed a maximum of 18 feet in height, measured to the ridge of the roof, unless a 'Special Use Permit' to allow a maximum height of 22 feet to the ridge of the roof is approved as set forth in Section 1303.
4. For purposes of Section 608(c), an accessory building shall be considered to be detached unless it is constructed as an integral part of the principal dwelling unit and is connected to the principal dwelling unit by a common vertical wall. Detached accessory buildings for multiple-

family dwellings shall not be subject to the requirements of subsection 608(c)(1). Gazebos and any detached accessory building that is smaller than 20 square feet shall not be subject to the requirements of Section 608(c).

5. For purposes of Section 608(c), an accessory building shall only be constructed on property which contains an existing principal dwelling unit. The removal or demolition of a principal dwelling unit shall require the removal of all accessory buildings located on the site.

Detached accessory buildings located in the RC, LC, GC, or CBD Districts shall comply with the following requirements:

6. Detached accessory buildings, upon sites which contain buildings used as dwelling units, shall not exceed a maximum size of 1200 square feet unless a Special Use Permit to allow a maximum size of 1800 square feet is approved as set forth in Section 1303. The square footage set forth in this subsection shall include the square footage for all detached accessory buildings located on the site.
7. A maximum of two detached accessory buildings shall be located on a site which contain a building used as a dwelling.
8. Detached accessory buildings, upon sites which contain buildings used as dwellings, shall not exceed 22 feet in height, measured at the ridge of the roof.
9. For purposes of Section 608(c), an accessory building shall be considered to be detached unless it is constructed as an integral part of the principal dwelling unit and is connected to the principal dwelling unit by a common vertical wall. Detached accessory buildings for multiple-family dwellings shall not be subject to the requirements of subsection 608(c)(6). Gazebos and any detached accessory building that is smaller than 20 square feet shall not be subject to the requirements of Section 608(c).
10. For purposes of Section 608(c), an accessory building shall only be constructed on property which contains an existing principal dwelling unit or a principal commercial, industrial, or office building which is open to the public for a minimum of twenty (20) hours per week. The removal or demolition of any dwelling unit, or commercial, industrial, or office building shall require the removal of all accessory buildings located on the site.

D. Permitted Accessory Uses: Other Use Types

Other use types may include the following accessory uses, activities, and structures on the same lot:

1. Parking for the principal use.
2. Manufacturing or fabrication of products made for sale in a principal commercial use, provided that such manufacturing is totally contained within the structure housing the principal use.
3. Services operated for the sole benefit of employees of the principal use.

E. Permitted Accessory Uses: Agricultural Use Types

1. Garden centers and roadside stands.

2. Other uses and activities necessarily and customarily associated with the purpose and functions of agricultural uses.

(Ord. No. 96-3, Sec. 1, 2-5-96; Ord. No. 96-32, Sec. 1, 8-5-96, Ord. No. 98-2, 2-2-98, Ord. No. 05-37, 12-19-05; Ord. No. 08-21, Sec. 4, 8-4-08; Ord. No. 13-036, 8-19-13)

609 Supplemental Use Regulations: Outdoor Storage

Outdoor storage is prohibited in all zoning districts except the GI General Industrial zoning district, except as provided in this section.

A. Agricultural Use Types

Outdoor storage is permitted only where incidental to agricultural uses.

B. Civic Use Types

Outdoor storage is permitted only where incidental to Maintenance Facilities.

C. Commercial Use Types

1. Outdoor storage is permitted only where incidental to Agricultural Sales and Service; Auto Rentals and Sales; Construction Sales; Equipment Sales and Service; and Surplus Sales.
2. Outdoor storage is permitted only where incidental to Body Repair, provided that such storage is completely screened at property lines. No single item shall remain unrepaired on the site for longer than 60 days.

D. Industrial and Miscellaneous Use Types

1. Light Industry within the CBD Central Business District zoning district shall not include outdoor storage.
2. Outdoor storage is permitted only where it is incidental to Light Industry outside of the CBD Central Business District; General Industry; Heavy Industry; Recycling Processing; Resource Extraction; Salvage Services; Warehousing; and Construction Yards. Any such outdoor storage is subject to screening requirements set forth in Article Eight.
3. Outdoor storage is permitted where incidental to landfills.

610 Supplemental Use Regulations: Temporary Uses

A. Purpose

These provisions are intended to permit occasional, temporary uses and activities, when consistent with the objectives of the Zoning Ordinance and compatible with surrounding uses.

They are further intended to prevent temporary uses from assuming the character of permanent uses.

B. Temporary Use Types

The following temporary uses are permitted, subject to the regulations contained within these sections:

1. Model homes or apartments, if contained within the development to which they pertain.

2. Public assemblies and exhibits.
3. Commercial circuses, carnivals, fairs, festivals, or other transient events, provided that events are located on property owned by the sponsoring non-profit organization, or are located within a CBD or more intensive zoning district.
4. Outdoor art shows and exhibits.
5. Christmas tree or other holiday-related merchandise sales lots, provided that such facilities are not located in a residential zoning district.
6. Construction site offices, if located on the construction site itself.
7. Outdoor special sales, provided that such sales operate no more than three days in the same week and five days in the same month; and are located in commercial or industrial zoning districts.
8. Construction Batch Plants, provided that:
 - (a) No plant may be located within 500 feet of a developed residential use, park, or school.
 - (b) The Construction Batch Plant shall operate during daylight hours only. The Planning and Zoning Commission may, at its discretion, grant a conditional extension to these hours.
 - (c) The duration of the plant's operation does not exceed 180 days in one calendar year.

C. Required Conditions of All Temporary Uses

1. Each site shall be left free of debris, litter, or other evidence of the use upon its completion or removal.
2. The Building Official may establish other conditions which he/she deems necessary to ensure compatibility with surrounding land uses.

D. Permit Application and Issuance

1. An application to conduct a temporary use shall be made to the Building Official and shall include at a minimum a description of the proposed use; a diagram of its location; information regarding hours and duration of operation; and other information necessary to evaluate the application.
2. The Building Official may authorize a temporary use only if he/she determines that:
 - (a) The use will not impair the normal operation of a present or future permanent use on the site.
 - (b) The use will be compatible with surrounding uses and will not adversely affect the public health, safety, and welfare.
3. The duration of the permit shall be explicitly stated on the permit.

4. Decisions of the Building Official may be appealed to the Board of Adjustment.
(Ord. No. 97-28, Sec. 1, 4-21-97)

ORDINANCE NUMBER 26-___

An ordinance to vacate the following described real property:

Parcel 1: A tract of land composed of a portion of Lots One (1) and Six (6), combined, Beatrice Retirement Village Addition (Formerly known as Lot Six (6), Beatrice Retirement Village Addition), located in the Northwest Quarter of Section 2, Township 3 north, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

Commencing at the Southwest corner of said Lot Six (6), said point being on the East right-of-way line of South 19th Street, thence easterly on the South line of said Lot Six (6), on an assumed bearing of S88°56'57"E, a distance of 74.52' the true point of beginning, thence N01°03'03"E, a distance of 100.00' to a point, thence S88°56'57"E on a line 100' North of and parallel to the South line of said Lot Six (6), a distance of 660.77' to a point, thence S01°03'03"W, a distance of 100.00' to a point on the South line of said Lot Six (6), thence N88°56'57"W on the South line of said Lot Six (6), a distance of 660.77' to the point of beginning, said tract containing an area of 1.52 acres, more or less; and

Parcel 2: All of Lot Five (5), Beatrice Retirement Village Addition, located in the Northwest Quarter of Section 2, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

and to provide for publication in electronic form and an effective date of this ordinance.

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

SECTION 1. That the following described property, to wit:

Parcel 1: A tract of land composed of a portion of Lots One (1) and Six (6), combined, Beatrice Retirement Village Addition (Formerly known as Lot Six (6), Beatrice Retirement Village Addition), located in the Northwest Quarter of Section 2, Township 3 north, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

Commencing at the Southwest corner of said Lot Six (6), said point being on the East right-of-way line of South 19th Street, thence easterly on the South line of said Lot Six (6), on an assumed bearing of S88°56'57"E, a distance of 74.52' the true point of beginning, thence N01°03'03"E, a distance of 100.00' to a point, thence S88°56'57"E on a line 100' North of and parallel to the South line of said Lot Six (6), a distance of 660.77' to a point, thence S01°03'03"W, a distance of 100.00' to a point on the South line of said Lot Six (6), thence N88°56'57"W on the South line of said Lot Six (6), a distance of 660.77' to the point of beginning, said tract containing an area of 1.52 acres, more or less; and

Parcel 2: All of Lot Five (5), Beatrice Retirement Village Addition, located in the Northwest Quarter of Section 2, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

be and hereby is vacated.

SECTION 2. That the cost of the vacation of the above-described property, including the recording and publication of this ordinance provided therefore, shall be the cost of the applicants for said vacation.

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

SECTION 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

ORDINANCE NUMBER 26-_____

An ordinance approving the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska, as approved by the owner thereof, certified by the surveyor of said addition, approved by the City Engineer, and approved by the Planning and Zoning Commission of the City of Beatrice, Nebraska; repealing conflicting ordinances; and providing for publication in electronic form and an effective date of this ordinance.

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

SECTION 1. That the plat of Beatrice Commons Addition to the City of Beatrice, Gage County, Nebraska, as approved by the owner thereof, Evangelical Lutheran Good Samaritan Society, Inc., a North Dakota nonprofit corporation, certified by Andrew L. Broeker, Surveyor, PLS No. 641, approved by James Burroughs, City Engineer, and approved by the Planning and Zoning Commission of the City of Beatrice, Nebraska on April 6, 2026, be and the same is hereby approved.

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

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

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

COMMUNITY DEVELOPMENT

208 North 41st Street, Lincoln, NE 68510
Phone: 402-204-7431 Fax: 402-204-7262
community@cityofbeatrice.org



REVIEW NUMBER: 20260013

SUBDIVISION PRELIMINARY PLAT APPLICATION

APPLICANT(S) INFORMATION

OWNER(S) INFORMATION (if not Applicant)

Name(s): Excel Development Group, Sam Tewes, President Name(s): Same as Applicant
Address: 8551 Lexington Avenue, Address: _____
Lincoln, NE 68505
Phone: 402-434-3344 Phone: _____
Email: Sam@exceldg.com Email: _____

PROPOSED PROJECT DETAILS

(Attach location map of proposed subdivision to existing and proposed streets, public facilities, lots)

Present Zone: R4 Proposed Zone: R4 Lot(s): _____ Block: _____ Addition: _____
Legal Description: See Attached legal description

Description of Proposed Changes: _____

List Exhibits or Plans Submitted: Cover Sheet, Existing Drainage Plan, Proposed Drainage Plan, Grading Plan, and Street Profiles

APPLICANT(S) SIGNATURE

I hereby certify that I have read and examined this application and affirm the above information, as well as any attached information, as true and correct. I also agree to comply with all applicable ordinances or laws of the City of Beatrice, Nebraska. I further certify that I am authorized to sign this Subdivision Final Plat Application.

Signature: [Handwritten Signature] Date: 1/14/26
Signature: _____ Date: _____

OFFICE USE ONLY

Application Fee: \$150.00 Received By: C. Griffin Date: 1/15/26
Comments: _____
City Engineer: _____ Date: _____
Com Dev Director: _____ Date: _____

RECOMMENDATIONS

PLANNING & ZONING COMMISSION RECOMMENDATION to the City Council this _____ day of _____, 20____. Approved Denied
Planning and Zoning Chairman: _____ Date: _____
CITY COUNCIL RECOMMENDATION this _____ day of _____, 20____. Approved Denied
Mayor: _____ Date: _____
City Clerk: _____ Date: _____

BEATRICE COMMONS ADDITION

LEGAL DESCRIPTION

PARCEL 1
A TRACT OF LAND COMPOSED OF A PORTION OF LOTS 1 AND 6, COMBINED, BEATRICE RETIREMENT VILLAGE ADDITION, (FORMERLY KNOWN AS LOT 6, BEATRICE RETIREMENT VILLAGE ADDITION), LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF BEATRICE, GAGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH 19TH STREET; THENCE, EASTERLY, ON THE SOUTH LINE OF SAID LOT 6, ON AN ASSUMED BEARING OF S88°56'57"E, A DISTANCE OF 74.52' THE TRUE POINT OF BEGINNING; THENCE N01°03'03"E, A DISTANCE OF 100.00' TO A POINT; THENCE S88°56'57"E, ON A LINE 100' NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 660.77' TO A POINT; THENCE S01°03'03"W, A DISTANCE OF 100.00' TO A POINT ON THE SOUTH LINE OF SAID LOT 6; THENCE N88°56'57"W, ON THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 660.77' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 66,076.74 SQUARE FEET OR 1.52 ACRES, MORE OR LESS.

TOGETHER WITH
PARCEL 2
A TRACT OF LAND COMPOSED OF LOT 5, BEATRICE RETIREMENT VILLAGE ADDITION, LOCATED IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 6 EAST OF THE 6TH P.M., CITY OF BEATRICE, GAGE COUNTY, NEBRASKA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

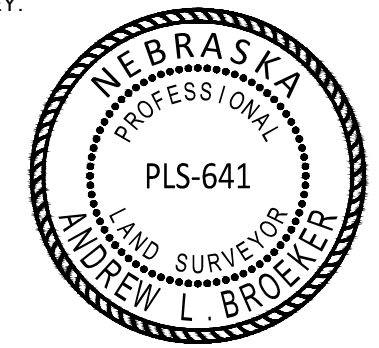
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH 19TH STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE, EASTERLY, ON A NORTH LINE OF SAID LOT 5, ON AN ASSUMED BEARING OF S88°56'44"E, A DISTANCE OF 713.72' TO A NORTHWEST CORNER OF SAID LOT 5; THENCE S01°04'44"W, ON AN EAST LINE OF SAID LOT 5, SAID LINE BEING A WEST LINE OF LOT 4, BEATRICE RETIREMENT VILLAGE ADDITION, A DISTANCE OF 381.12' TO A NORTHEAST CORNER OF SAID LOT 5; THENCE S89°00'00"E, ON A NORTH LINE OF SAID LOT 5, SAID LINE BEING A SOUTH LINE OF SAID LOT 4, A DISTANCE OF 228.82' TO A NORTHWEST CORNER OF SAID LOT 5; THENCE S01°03'03"W, ON AN EAST LINE OF SAID LOT 5, SAID LINE BEING AN EAST LINE OF LOT 3, BEATRICE RETIREMENT VILLAGE CENTER ADDITION, A DISTANCE OF 160.89' TO A SOUTHWEST CORNER OF SAID LOT 5; THENCE N89°47'25"W, ON THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 925.19' TO THE SOUTHWEST CORNER OF SAID LOT 5; THENCE N00°43'44"W, ON THE WEST LINE OF SAID LOT 5, SAID LINE BEING THE EAST RIGHT OF WAY LINE OF SAID SOUTH 19TH STREET, A DISTANCE OF 555.70' TO THE POINT OF BEGINNING, SAID TRACT CONTAINS A CALCULATED AREA OF 425,158.92 SQUARE FEET OR 9.76 ACRES, MORE OR LESS.

SAID TRACT CONTAINS A COMBINED TOTAL CALCULATED AREA OF 491,235.66 SQUARE FEET OR 11.28 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, ANDREW L. BROEKER, A NEBRASKA PROFESSIONAL LAND SURVEYOR NO. 641, DULY LICENSED UNDER THE LAND SURVEYOR'S REGULATION ACT, DO HEREBY STATE THAT I HAVE PERFORMED A SURVEY OF THE LAND DEPICTED ON THE ACCOMPANYING PLAT, THAT SAID PLAT IS A TRUE DELINEATION OF SAID SURVEY PERFORMED PERSONALLY OR UNDER MY DIRECT SUPERVISION; THAT SAID SURVEY WAS MADE WITH REFERENCE TO KNOWN AND RECORDED MONUMENTS MARKED AS SHOWN, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS TRUE, CORRECT AND IN ACCORDANCE WITH THE LAND SURVEYOR'S REGULATION ACT IN EFFECT AT THE TIME OF THIS SURVEY.

DATED THIS ____ DAY OF _____, 202__



ANDREW L. BROEKER, PLS NO. 641

OWNERS CERTIFICATE

WE, THE UNDERSIGNED, THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, A NORTH DAKOTA NON-PROFIT CORPORATION BEING THE OWNER OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY CERTIFY THAT WE HAVE LAID OUT, PLATTED, AND SUBDIVIDED, OF SAID REAL ESTATE IN ACCORDANCE WITH THIS BEATRICE COMMONS ADDITION, AN ADDITION TO THE CITY OF BEATRICE, NEBRASKA. CLEAR TITLE TO THE LAND CONTAINED IN THE PLAT IS GUARANTEED. ANY ENCUMBRANCES OR SPECIAL ASSESSMENTS ARE EXPLAINED AS FOLLOWS: THERE ARE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED EASEMENT, RESERVED FOR THE USE OF PUBLIC UTILITIES AND SUBJECT TO THE PARAMOUNT RIGHT OF UTILITY OR CITY TO INSTALL, REPAIR, REPLACE AND MAINTAIN ITS INSTALLATIONS.

THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, A NORTH DAKOTA NON-PROFIT CORPORATION

BY: _____
NAME: _____
TITLE: _____

ACKNOWLEDGMENT OF NOTARY

STATE OF _____)
COUNTY OF _____)

ON THIS ____ DAY OF _____, 202__, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY CAME _____ (NAME), TO ME PERSONALLY KNOWN TO BE THE IDENTICAL PERSON WHOSE NAME IS AFFIXED TO THE FOREGOING INSTRUMENT AS _____ (TITLE), OF THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY, A NORTH DAKOTA NON-PROFIT CORPORATION, AND HE/SHE ACKNOWLEDGED THE SAME TO BE HIS/HER VOLUNTARY ACT AND DEED AND THE VOLUNTARY ACT AND DEED OF SAID CORPORATION.

NOTARY PUBLIC

APPROVAL OF THE CITY COUNCIL OF BEATRICE, NEBRASKA

THIS FINAL PLAT OF BEATRICE COMMONS ADDITION WAS APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF BEATRICE, GAGE COUNTY, NEBRASKA THIS ____ DAY OF _____, 202__.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

APPROVAL OF THE CITY PLANNING COMMISSION

THIS FINAL PLAT OF BEATRICE COMMONS ADDITION, CITY OF BEATRICE, GAGE COUNTY, NEBRASKA, WAS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF BEATRICE, GAGE COUNTY, NEBRASKA THIS ____ DAY OF _____, 202__.

BY: _____
CHAIR PERSON

ATTEST: _____
SECRETARY



REGISTER OF DEEDS CERTIFICATE

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE REGISTER OF DEEDS OFFICE.

DATE: _____, 202__, TIME: _____, IN DRAWER NO. _____

AS INSTRUMENT NO. _____

REGISTER OF DEEDS _____ FEE _____

ACCEPTANCE BY THE BEATRICE CITY ENGINEER

THIS PLAT OF BEATRICE COMMONS ADDITION WAS REVIEWED AND APPROVED BY THE BEATRICE CITY ENGINEER ON THIS ____ DATE OF _____, 202__.

BEATRICE CITY ENGINEER _____

REVIEWED BY THE GAGE COUNTY SURVEYOR

THIS PLAT OF BEATRICE COMMONS ADDITION WAS REVIEWED AND APPROVED BY THE GAGE COUNTY SURVEYOR ON THIS ____ DAY OF _____, 202__.

GAGE COUNTY SURVEYOR _____

COUNTY TREASURER CERTIFICATION

THIS IS TO CERTIFY THAT I FIND NO REGULAR OR SPECIAL TAXES DUE OR DELINQUENT AGAINST THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED IN THIS PLAT AS SHOWN BY THE RECORDS OF THIS OFFICE ON THIS ____ DAY OF _____, 202__.

COUNTY TREASURER _____

CURRENT ZONING: R-4
PROPOSED ZONING: R-4

VACATION: LOT 5 AND A PORTION OF LOT 6, BEATRICE RETIREMENT VILLAGE ADDITION

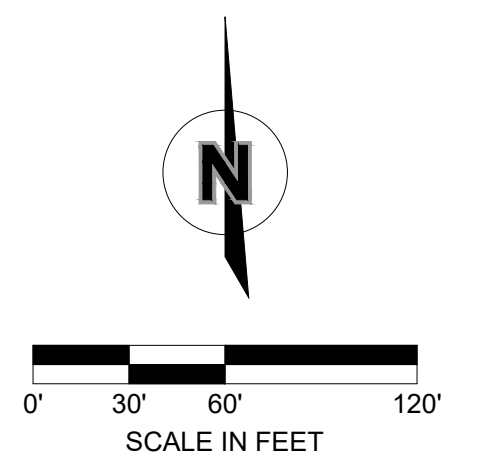
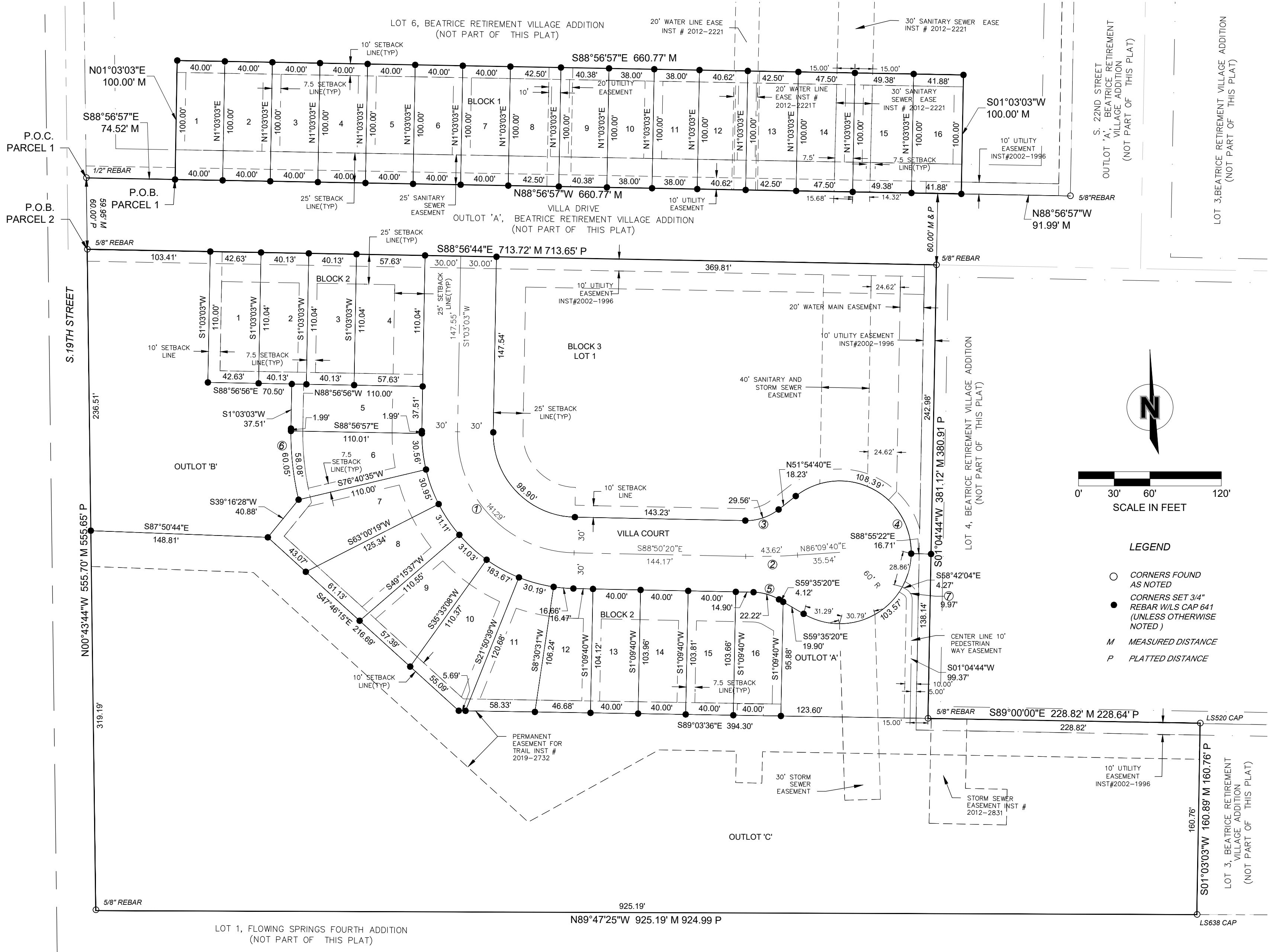
CURVE DATA

①R=100.00' Δ=089°53'23" L=156.89' CB=543°53'39"E CH=141.29'	②R=500.00' Δ=005°00'00" L=43.63' CB=N88°39'40"E CH=43.62'	③R=44.00' Δ=039°15'00" L=30.14' CB=N71°32'10"E CH=29.56'
④R=60.00' Δ=248°30'00" L=260.23' CB=N03°50'20"W CH=99.19'	⑤R=44.00' Δ=029°15'00" L=30.14' CB=N74°12'50"W CH=22.22'	⑥R=240.00' Δ=014°22'28" L=60.21' CB=S06°08'11"E CH=60.05'
⑦R=10.00' Δ=059°47'17" L=10.43' CB=S28°49'36"E CH=9.97'		

LOT AREA TABLE

BLOCK 1				BLOCK 2			
NUMBER	AREA IN SF	AREA IN AC.		NUMBER	AREA IN SF	AREA IN AC.	
LOT 1	4,000.00	0.09 AC.		LOT 1	4,689.72	0.11 AC.	
LOT 2	4,000.00	0.09 AC.		LOT 2	4,415.49	0.10 AC.	
LOT 3	4,000.00	0.09 AC.		LOT 3	4,415.39	0.10 AC.	
LOT 4	4,000.00	0.09 AC.		LOT 4	6,340.92	0.15 AC.	
LOT 5	4,000.00	0.09 AC.		LOT 5	4,344.96	0.10 AC.	
LOT 6	4,000.00	0.09 AC.		LOT 6	4,886.79	0.11 AC.	
LOT 7	4,000.00	0.09 AC.		LOT 7	6,104.94	0.14 AC.	
LOT 8	4,250.00	0.10 AC.		LOT 8	5,269.83	0.12 AC.	
LOT 9	4,038.34	0.09 AC.		LOT 9	4,829.27	0.11 AC.	
LOT 10	3,800.00	0.09 AC.		LOT 10	5,221.37	0.12 AC.	
LOT 11	3,800.00	0.09 AC.		LOT 11	4,862.91	0.11 AC.	
LOT 12	4,061.66	0.09 AC.		LOT 12	4,169.13	0.10 AC.	
LOT 13	4,250.00	0.10 AC.		LOT 13	4,161.65	0.10 AC.	
LOT 14	4,750.00	0.11 AC.		LOT 14	4,155.48	0.10 AC.	
LOT 15	4,938.37	0.11 AC.		LOT 15	4,149.31	0.10 AC.	
LOT 16	4,188.37	0.10 AC.		LOT 16	4,080.21	0.09 AC.	

OUTLOTS				BLOCK 3			
NUMBER	AREA IN SF	AREA IN AC.		NUMBER	AREA IN SF	AREA IN AC.	
OUTLOT A	77,080.34	1.77 AC.		LOT 1	77,080.34	1.77 AC.	
OUTLOT B	32,728.98	0.75 AC.					
OUTLOT C	187,726.40	4.31 AC.					



- LEGEND
- CORNERS FOUND AS NOTED
 - CORNERS SET 3/4" (UNLESS OTHERWISE NOTED)
 - M MEASURED DISTANCE
 - P PLATTED DISTANCE

F:\2025\01001-01500\025-01084\40-Design\Survey\SRVY\Sheets\sv_PPLAT_02501084.dwg
DATE: Apr 03, 2026 10:00am USER: abroeker

601 P Street, Suite 200
P.O. Box 84608
Lincoln, NE 68508

olsson.com
TEL 402.474.6311
FAX 402.474.5063

BY	DESCRIPTION	DATE	REV. NO.

REVISIONS

2025

FINAL PLAT

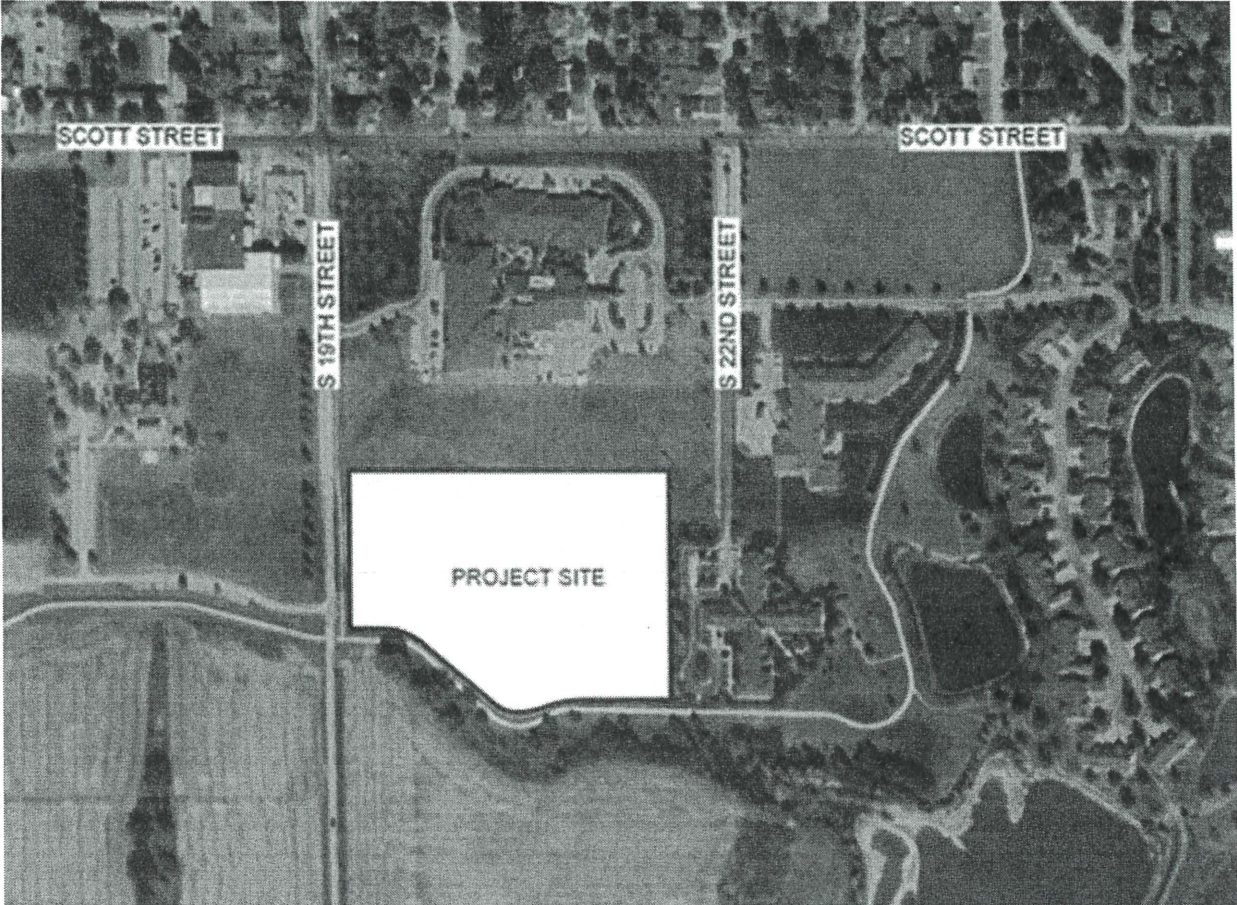
BEATRICE COMMONS ADDITION

BEATRICE, NEBRASKA

drawn by: _____ ALB
designed by: _____ SO
project no.: _____ 025-01084
date: _____ 3-13-2026

SHEET 1

EXHIBIT "B"
Site Plan



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: April 2, 2026

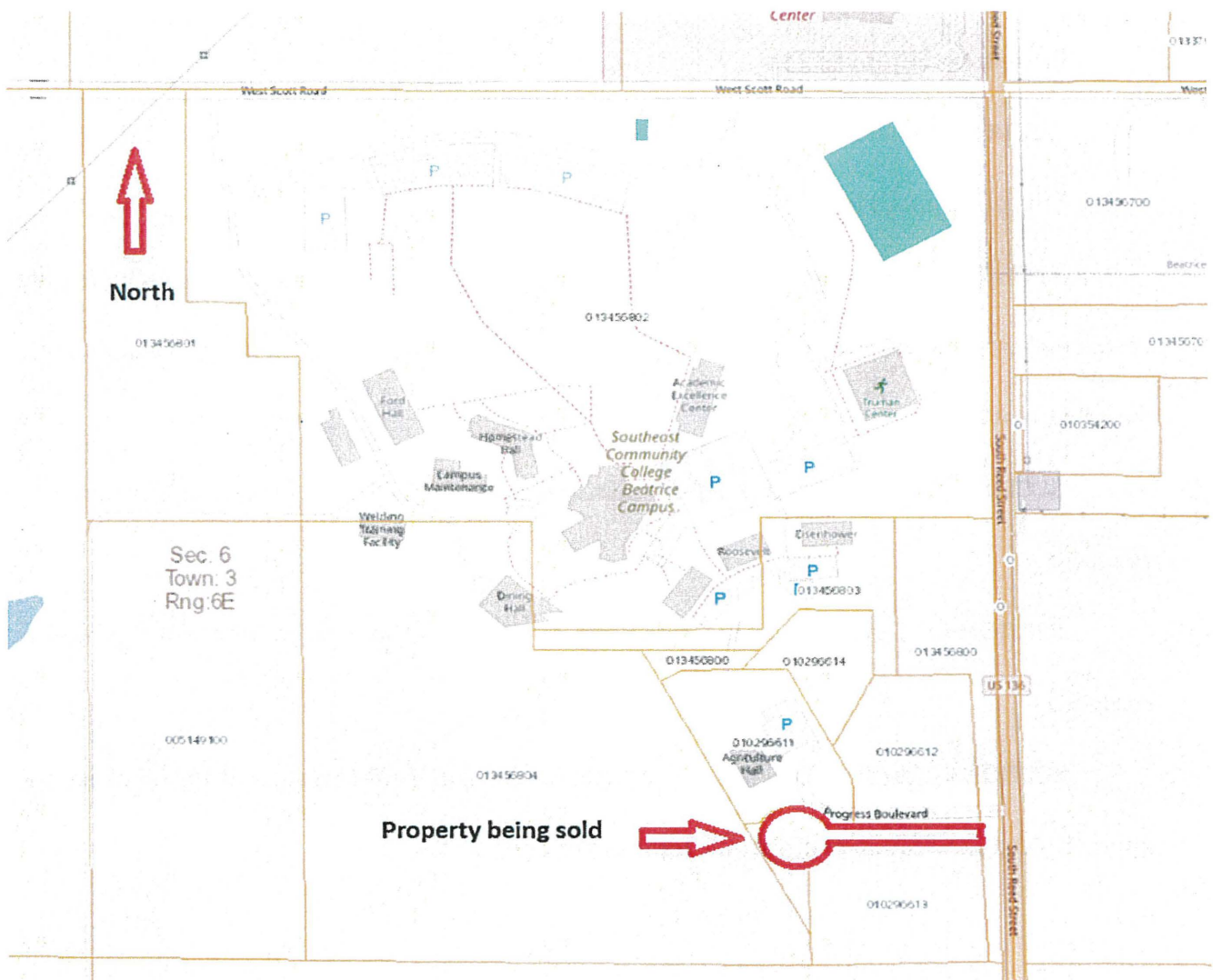
FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: April 6, 2026

SUBJECT: Sale of Real Estate – SCC

EXHIBIT(S): Contract

Southeast Community College has requested that Progress Boulevard be vacated and sold to SCC. The total purchase price will be One Dollar (\$1.00).



ORDINANCE NUMBER 26-___

An ordinance to vacate the following described real property:

All of Progress Boulevard lying in Beatrice Business Campus Subdivision, a subdivision of part of the Northeast Quarter (NE ¼) of Section 6, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

and to provide for publication in electronic form and an effective date of this ordinance.

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

SECTION 1. That the following described property, to wit:

All of Progress Boulevard lying in Beatrice Business Campus Subdivision, a subdivision of part of the Northeast Quarter (NE ¼) of Section 6, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

be and hereby is vacated.

SECTION 2. That title to such vacated roadways and alleys shall be reserved and retained by the City, pursuant to Nebraska Revised Statute Section 16-611(1).

SECTION 3. That the cost of the vacation of the above-described property, including the recording and publication of this ordinance provided therefore, shall be the cost of the applicants for said vacation.

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

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

SECTION 6. That this ordinance shall be in full force and effect from and after its passage, approval, and publication in electronic form as provided by law.

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: April 2, 2026

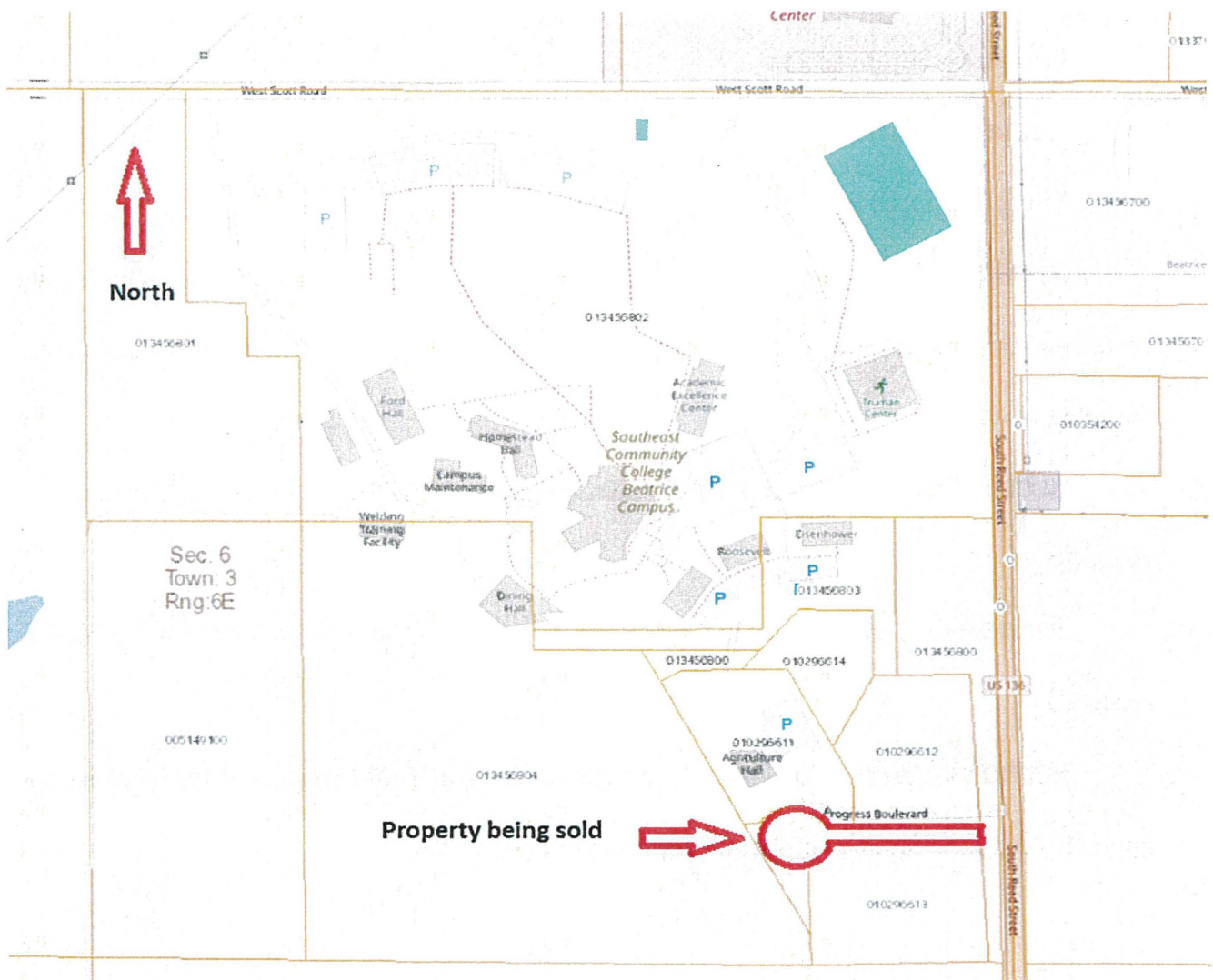
FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: April 6, 2026

SUBJECT: Sale of Real Estate – SCC

EXHIBIT(S): Contract

Southeast Community College has requested that Progress Boulevard be vacated and sold to SCC. The total purchase price will be One Dollar (\$1.00).



ORDINANCE NUMBER 26-___

An ordinance to convey real estate owned by the City of Beatrice, Nebraska; to provide for the terms of the sale thereof; to repeal conflicting ordinances; and to provide for publication in electronic form and for an effective date of this ordinance.

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

SECTION 1. That the real estate, more completely described as follows:

All of vacated Progress Boulevard lying in Beatrice Business Campus Subdivision, a subdivision of part of the Northeast Quarter (NE ¼) of Section 6, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

is hereby ordered conveyed to Southeast Community College Area, a Nebraska community College and political subdivision, herein "Purchaser," and the Mayor and City Clerk are hereby authorized and directed to execute a Deed to said Purchaser after passage, approval, and publication of this ordinance for three (3) consecutive weeks in a legal newspaper published in or of general circulation in such city immediately after the passage and publication of such ordinance, and deliver said deed to the Purchaser upon the passage of thirty-one (31) calendar days from the date of the passage and approval of this ordinance.

SECTION 2. That said property is hereby sold to said Purchaser in consideration of One Dollar (\$1.00) and the City will receive cash or cashier's check for said real estate prior to the delivery of the Deed to Purchaser. The cost of title insurance shall be evenly split between the City and Southeast Community College Area.

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

SECTION 4. That this ordinance shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED AND APPROVED this 6th day of April, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: April 2, 2026

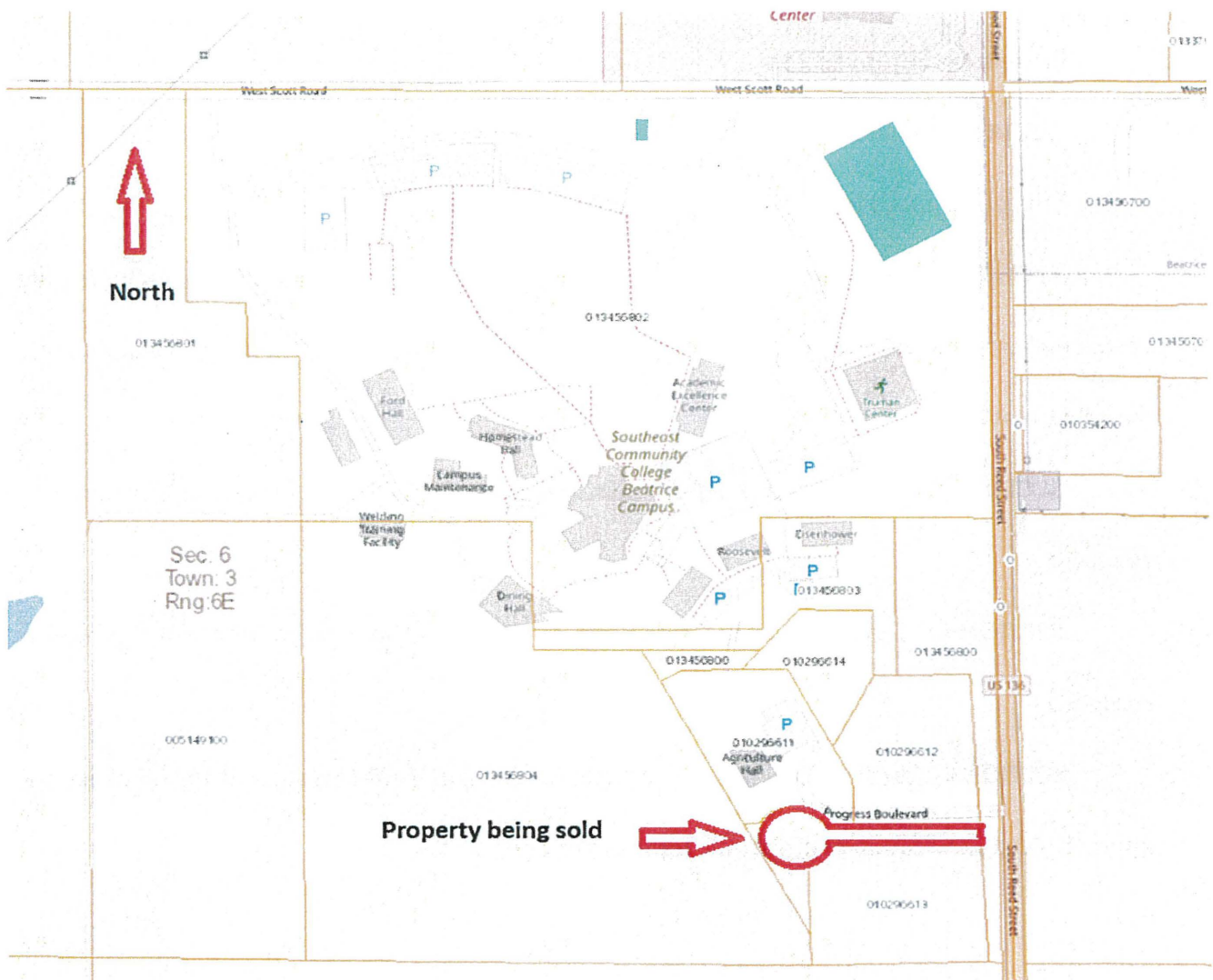
FROM: Taylor Rivera
City Attorney

FOR AGENDA OF: April 6, 2026

SUBJECT: Sale of Real Estate – SCC

EXHIBIT(S): Contract

Southeast Community College has requested that Progress Boulevard be vacated and sold to SCC. The total purchase price will be One Dollar (\$1.00).



RESOLUTION NUMBER _____

WHEREAS, the City of Beatrice has received an offer to buy certain real estate in said City from Southeast Community College Area, a Nebraska community College and political subdivision (“Purchaser”); and

WHEREAS, as consideration for the sale of said real estate, Purchaser has agreed to pay the City of Beatrice the amount of One Dollar (\$1.00); and

WHEREAS, the Mayor and City Council of the City of Beatrice desire to enter into a Contract for Sale of Real Estate with Purchaser.

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

SECTION 1. That the Mayor, City Clerk, and City Attorney be and are hereby authorized to sign a Contract for Sale of Real Estate and all necessary documents to transfer the following described real estate, pursuant to the terms, conditions, and contingencies contained in the Contract for Sale of Real Estate, to Southeast Community College Area:

All of vacated Progress Boulevard lying in Beatrice Business Campus Subdivision, a subdivision of part of the Northeast Quarter (NE ¼) of Section 6, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska.

A copy of said Contract for Sale of Real Estate, marked as Exhibit “A”, is attached hereto and incorporated herein by this reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Robert Morgan, Mayor

Exhibit "A"

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT AND AGREEMENT, made and entered into this ____ day of _____, 2026, by and between City of Beatrice, Nebraska, a Nebraska Municipal Corporation, hereinafter referred to as "Seller", and Southeast Community College Area, a Nebraska community college and political subdivision, hereinafter referred to as "Buyer";

WITNESSETH:

WHEREAS, Seller is the owner of the real estate hereinafter described, which real estate Buyer desires to purchase, and the parties have reached an agreement with respect to the terms and conditions of the sale of said real estate and desire to reduce the same to writing,

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **LEGAL DESCRIPTION:** Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, all under the terms and conditions hereinafter set forth, all right, title and interest in and to the real estate described as follows, to-wit:

All of vacated Progress Boulevard lying in Beatrice Business Campus Subdivision, a subdivision of part of the Northeast Quarter (NE ¼) of Section 6, Township 3 North, Range 6 East of the 6th P.M., City of Beatrice, Gage County, Nebraska,

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

2. **PURCHASE PRICE:** The purchase price shall be One Dollar (\$1.00) payable as follows:

\$1.00 shall be due unto the Seller on the date of closing, in the form of a Cashier's Check or Cash.

3. **IMPROVEMENTS:** This tract contains a paved road that shall be considered part of the real estate and shall be sold to the Buyer.

4. **RISK OF LOSS:** Seller shall bear all risks including but not limited to liability on said property until the time of closing.

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

6. **POSSESSION:** Buyer shall be entitled to full possession at the time of Closing.

7. **MARKETABLE TITLE:** Seller shall provide Buyer with a Warranty Deed subject only to easements and restrictions of record. Seller shall furnish unto Buyer a commitment for Title Insurance, with a Title Insurance Company authorized to do business in the State of Nebraska.

This Title Insurance commitment shall reflect insurable title in Seller, subject only to easements and restrictions of record. Any defects found in said commitment shall be removed by the Seller at or prior to closing. Seller and Buyer shall evenly split the cost of title insurance.

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

9. ESCROW: The Seller will, on the execution of this agreement, execute a Warranty Deed, conveying said real estate to Buyer.

10. ESCROW AGENT: Seller and Buyer hereby appoint Taylor Rivera as Escrow Agent pursuant to the terms of this agreement, to do the following:

(a) to receive and execute a copy of this agreement, the deed from the Seller to the Buyer, and evidence of title (title insurance commitment), all releases of liens or other instruments to be filed.

(b) to prepare closing statements which the parties hereto agree to sign as part of their obligation herein.

(c) to deliver the deed to the Buyer at time of closing, and if so instructed, file all documents with the Office of the Register of Deeds.

(d) to receive all payments from Buyer to Seller under this agreement, and receive any funds required with the obligation of Seller herein.

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

(f) to collect a closing fee of \$0.00, which shall be paid by Buyer.

(g) to remit unto Seller all sums to Seller, after deducting any sums required to be paid as set forth herein.

11. CLOSING: The parties shall close this transaction at such time and date as they shall mutually agree, and in the absence of prior mutual agreement, this transaction shall close at the City Offices, 400 Ella Street, Beatrice, Nebraska 68310 at 10:00 o'clock a.m., on or before May 8, 2026. At the time of closing, Seller shall deliver to Buyer the Warranty Deed and Real Estate Transfer Statement in exchange for the payment of the balance of the purchase price due from Buyer to Seller in the form of a Cashier's Check or Cash.

12. WAIVER: A waiver by the Seller of any default or breach hereunder shall not be construed as a continuing waiver of such default or breach, nor as a waiver of remission, express or implied, or of any other subsequent default or breach.

13. DEFAULT: Time is of the essence in performance of this agreement. It is understood and agreed by the parties hereto that in the event Buyer shall fail to complete the payment of the purchase price as hereinabove set forth or fail to keep any of the other requirements to be kept by Buyer, then Seller may declare default.

14. NOTICES: Notices to Seller shall be given to Seller, c/o Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to Southeast Community College Area, c/o Paul Illich, 301 South 68th Street, Lincoln, NE 68510.

15. ASSIGNABILITY: This Contract may not be assigned by the Buyer. Buyer may not sell the real estate without the consent of Seller until all terms of this Agreement are satisfied.

16. REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA): Seller and Buyer hereby agree to make all disclosures and to sign all documents necessary to allow full compliance with the provisions of the Real Estate Settlement Procedures Act of 1974, as amended, to furnish Federal Identification Numbers and/or Social Security Numbers as required, for the proper reporting to the Internal Revenue Service, if required.

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

18. MISCELLANEOUS: The headings of the paragraphs of this agreement are inserted for convenience only and shall not constitute a part hereof. Wherever applicable the singular shall include the plural and the masculine the feminine.

19. INTEREST: It is agreed that from the date of this Agreement until date of closing that no interest shall be due from Buyer to Seller.

20. WARRANTIES AND REPRESENTATIONS: Buyer purchases the premises "as is", based upon the Buyer's own inspection of the premises, and no warranties, express or implied have been given by Seller as to the condition of the same, the same being expressly denied.

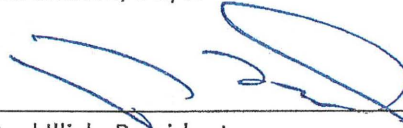
21. SURVIVAL OF CONTRACT: Upon the delivery of the deed all warranties and representations, if any, shall merge and the acceptance thereof shall be full and complete satisfaction of all obligations of the Seller.

22. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

23. ENTIRE AGREEMENT: It is agreed between the parties hereto that there are no other agreements or understandings between them relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements, oral or written between the parties and is intended as a complete and exclusive statement of the Agreement between the parties. Neither this Agreement, nor its execution, have been induced by any reliance, representation, stipulation, warranty, agreement or understanding of any kind other than those herein expressed. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Contract For Sale of Real Estate.

Paul Illich, on behalf of Southeast
Community College Area, a Nebraska
Community college and political
subdivision, Buyer



Paul Illich, President

Attest:

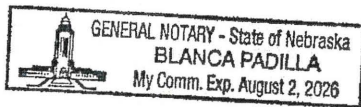
CITY OF BEATRICE, NEBRASKA
A Nebraska Municipal Corporation, Seller

Erin Saathoff, City Clerk

Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF ~~GAGE~~ Lancaster)

The foregoing Contract for Sale of Real Estate was acknowledged before me this 2nd day of April, 2026, by Paul Illich, President and authorized signatory Southeast Community College Area, as his voluntary act and deed on behalf of Southeast Community College Area.



Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing Contract for Sale of Real Estate was acknowledged before me this _____ day of _____, 2026, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

Notary Public



Beatrice Police Department

2025 ANNUAL REPORT



STAKE
YOUR
CLAIM

BEATRICE
CITY • BOARD OF PUBLIC WORKS

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Beatrice Police Department Mission Statement

“The Beatrice Police Department will provide service and protection to its citizens through a professional and caring staff of sworn and non-sworn personnel.

A strong patrol presence, supported by various other divisions within the department will be the basis for our crime prevention efforts. Members of the department will work to maintain the standard of living that citizens of Beatrice have come to enjoy.”

A Word from Chief Murphy



Dear Mayor Morgan, Members of the Beatrice City Council
and Citizens of Beatrice,

This year marked continued commitment by the Beatrice Police Department to public safety, community trust, and professional excellence. Our officers and civilian staff worked diligently to reduce crime, take drugs off the street and strengthen partnerships throughout the community. This report highlights our accomplishments, challenges, and priorities for the year ahead.

As for staffing, we did have one officer leave us for a law enforcement job with the federal government. Congratulations to him and to us for training him to be a good enough officer to take the job. We replaced this officer with a young officer that we feel is going to be just as good, if not better. By the work he is doing already, I have no doubts. The hiring of this officer keeps our road patrol staffing at full status.

As for the communications center, our Director, Carla Zarybnicky retired in September, leaving our center without the proper guidance it deserves. A long-time Communications Officer, Russ Jobman, stepped into the position of Lead Dispatcher and we are off and running like never before. Russ has done a great job getting things back on track and is making improvements to the functioning, policies and training of the center. Morale of the center is at a high I have not seen for quite some time.

Inside this report you will find a large amount of information about the Beatrice Police Department, as well as the communications center which is also known as Southeast Communications 911 Center. The information will consist of a lot of numbers showing our progress throughout the year. But, as I have mentioned in the past, numbers do not mean a lot if the employees and the community are not happy with how things are going. What does mean a lot is how the community and the department communicates and works together as one.

Towards the beginning of each year, we sit down and make goals for the department. Some goals are met and some are not. But this is not something that defines our progress. It does give us something to work towards and maybe to look forward to, but if some goals are not met, it's not the end of the world. It just means we may need to redefine these goals and work harder to accomplish them. We do this as a team, and we will continue to work as a team and a family.

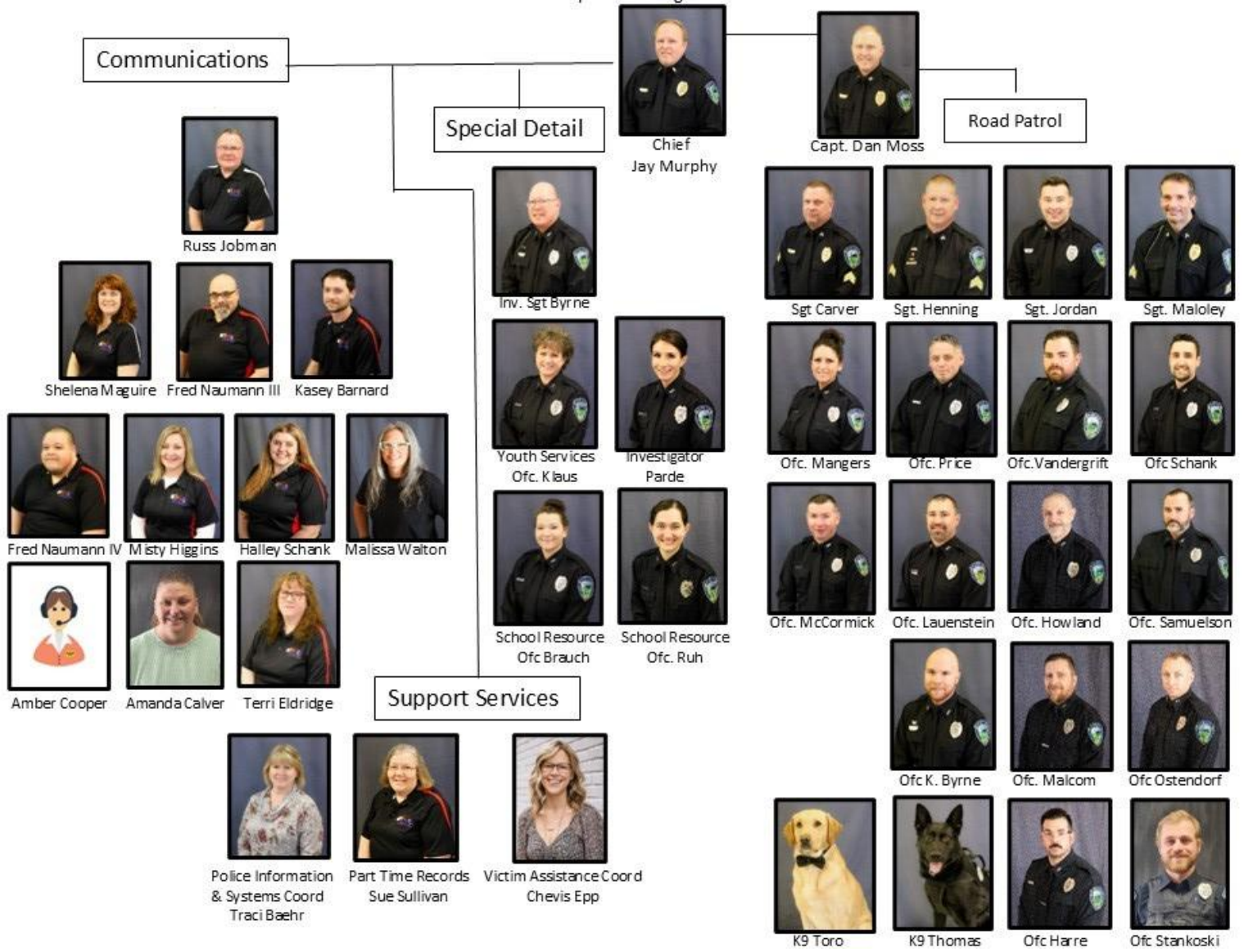
Looking forward to 2026!

Sincerely,

Jay Murphy

Jay Murphy
Chief of Police
City of Beatrice

Beatrice Police Department Organizational Chart 2025



Changes in Staff and Recognitions 2025

Promotions

- Russell Jobman – Lead Dispatcher

New Hires

- Justyce Stankoski - Officer
- Amanda Calver - Dispatcher

Internal Transfers

- None

Resignations

- Zac Smith - Officer
- Carla Zarybnicky – Communications Director
- Aaron Benson - Dispatcher

Retirements

- None

Department Accomplishments

- K-9 Shift Implemented
- Purchased Stationary License Plate Readers
- Backup 911 Center Functioning
- Upgraded Digital Forensic Equipment

Budget & Finances

The City of Beatrice and the Beatrice Police Department operate on a biennial budget, running from Oct 1st through Sept 30th. The Police Department Actual Budget Expenditures ending Sept 30, 2025 was \$5,287,211.

Animal Control	\$60,000
Police Administration	\$386,281
Police Patrol	\$3,319,934
Southeast 911 Communications	\$1,425,260
Victim Assistance Program	\$95,736

Grants

The Police Department applies for Grants each year to help offset costs. In 2025 we received grant money to help purchase stationary LPR cameras (License Plate Reader). These cameras can be placed throughout the city to capture license plate information that can be accessed by our agency and surrounding agencies. We also received a grant to replace computer and camera equipment in one of our patrol cars.

Records

The Beatrice Police Department uses the New World System's Public Safety software. Our records management system is integrated with the CAD (Computer Aided Dispatch) and Mobile software which is used by Communications and Patrol. This allows a Call for Service, persons, or crimes to be easily tracked and searched for reference. This system also has the capability to create reports, charts, and maps of crimes, accidents, types of incidents, etc. This tool is very useful to Patrol to be proactive to help prevent crime. The Gage County Sheriff's Office utilizes our computer system as well. This allows agencies to share information.

Police Information &
Systems Coordinator
Traci Baehr
2005



Part Time
Records Clerk
Sue Sullivan
2021

Communications



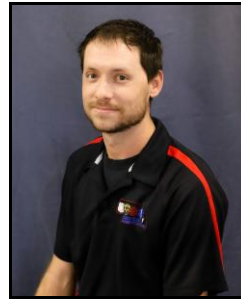
Lead Dispatcher
Russell Jobman 2003



Shelena Maguire
2001



Fred Naumann III
2011



Kasey Barnard
2013



Fred Naumann IV
2015



Misty Higgins
2017



Terry Eldridge
2021



Halley Schank
2021



Malissa Walton
2022



Amber Cooper
2022



Amanda Calver
2025

"Between the thin red line and the thin blue line lies the thinnest gold line. This gold line represents those who are rarely seen but mostly heard... The calm voice in the dark night. Dispatchers: The golden glue that holds it all together".

Southeast 911 Communications Center

The Southeast Nebraska 911 Communications Center dispatches for 20 agencies in Gage County. This staff of 11 telecommunicators, averaging over 10 years of experience, fields over 100,000 calls per year between emergency and administrative calls. The willingness of this staff to answer the call and send help on someone's worst day cannot be overlooked.

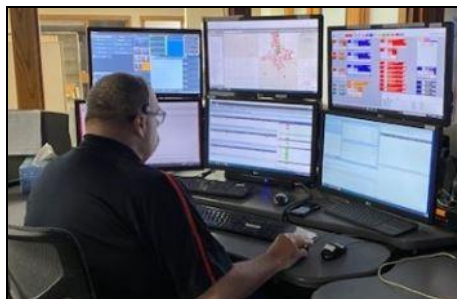
2025 can best be described as a year of transition for the Southeast Nebraska 911 Communications Center. In the first quarter of 2025, due to circumstances beyond the Communications Center's control, the agreement between the City of Beatrice and the City of Crete, representing police, fire & rescue, was terminated. We were honored to have had the opportunity to earn the trust and respect of the respective agencies, and appreciate the relationships that were developed and continue to this day.

The Communications Center however, does continue to progress and move forward with our goals intact. The Communications Center has rolled out the Everbridge Emergency notification system in conjunction and partnership with Nuckolls, Thayer, Fillmore, Jefferson, and Saline County, along with the Beatrice City Offices/Board of Public Works. This system gives users the ability to provide emergency and non-emergency messaging to first responders and/or the public. This enhanced system provides notification via an app, text, email, cell phone, or landline. As part of a cooperative effort with other counties, other agencies have the ability to send emergency messages if the affected area is unable. Also, the emergency notification does not stop at the county line, which previously was an issue.

Through cooperation with the City of Lincoln 911 center, we have added to our communications ability by adding additional frequencies in Lancaster County providing better coverage for Hallam Fire/Rescue, Firth Fire/Rescue, and Cortland Fire/QRT's.

The Communications Center has completely revamped the training program for new hires to assure a comprehensive and complete training in line and accordance with State of Nebraska Standards. A second CTO (certified training officer) has also completed training and is properly certified to train new telecommunicators.

In an effort to streamline and help the City operate more efficiently, the Communications Center has taken over as the after-hours answering service for BPW customers reporting outages or other issues. Methods and procedures were developed in order to accomplish this without impeding the primary Telecommunicator responsibility of public safety.



2025 SE911 Calls for Service

This list is a total for Southeast 911 Communications; including the Beatrice Police Department, Gage County Sheriff's Office, Wymore Police Department, Beatrice Fire & Rescue, Crete Police Department, Crete Fire & Rescue, Nebraska Game & Parks, Board of Public Works, Animal Control & all Gage County Rural Fire/Rescue Agencies.

CALL TYPE	2022	2023	2024	2025	CALL TYPE	2022	2023	2024	2025
New Call-not assigned	71	81	33	17	Disorderly Conduct	9	11	17	3
911 Hang Up	961	1,710	1,070	666	Disturbance	534	488	422	232
Abandoned Vehicle	26	45	64	31	Domestic	60	91	75	68
Accident/Fatality	5	3	2	5	Door Checks	330	284	158	48
Accident/H&R	129	168	149	94	Drone Deployment			1	11
Accident/Injuries	139	158	100	91	Drowning				
Accident/No Injuries	669	673	625	492	Drug Information	113	92	98	89
Adult Abuse	232	371	369	262	Drug Violation	87	68	55	52
Alarm	68	65	42	45	DUS	141	132	75	65
ALS	16	19	20	31	DWI - DUI	185	126	102	79
Animal Bite	83	72	84	58	Embezzlement				2
Animal Complaint	643	668	619	412	Emergency Protective Custody	27	18	27	14
Animal Cruelty	106	123	106	88	Escort	107	86	205	130
Animal on Roadway	296	296	236	164	Fail to Appear				
Arson	2	2	4	1	False Reporting	5	5	3	
Assault	140	137	146	95	Field Interview	12	5	2	6
Assist Citizen	287	328	338	290	Fire	257	173	183	143
Assist Other Agency	843	785	705	472	Fire Alarm	139	112	139	146
Attempted Suicide		5		3	Fireworks Complaint	52	71	47	65
Background Check		13	23	10	Forgery	5	3	2	
Bar Check	90	151	304	139	Found Animal	220	176	201	142
Barking Dog	75	66	74	60	Found Bike	37	22	15	9
BCH Security	366	365	365	365	Found Property	188	174	174	110
Bicycle Theft	19	9	10	6	Fraud	131	109	108	82
Bomb Threat		1			Gage Co. Warrant	330	313	285	352
BPW	85	116	100	97	Gambling Violation		1		1
Burglar Alarm	242	211	229	199	Game Violation	3	7	7	4
Burglary	71	60	41	38	Gas Drive Off	50	30	19	5
Child Abuse	439	454	420	312	General Information	572	523	476	314
Child Custody	42	31	30	34	Harassment	157	194	222	153
Child Neglect	25	41	49	48	Harassment - Text	12	21	19	15
Civil	385	355	384	300	Health Hazard	84	93	107	81
Civil Process	829	787	591	327	Hitch Hiker	7	10	8	10
Civil Standby	124	103	116	69	Homicide			1	
Community Oriented Policing & Problem Solving			248	269	ICAC	13	26	20	7
Complaint Against Officer	17	15	12	7	Identity Theft	38	36	20	20
Compliance Check	3	1	19	1	Indecent Exposure	4	2	7	4
Crimestoppers	7	20	5	11	Injury	3	2	4	
Death	120	127	123	104	Jail Incident	32	19	18	7

Stats are for All Agencies that SE911 Dispatches For*

CALL TYPE	2022	2023	2024	2025	CALL TYPE	2022	2023	2024	2025
Junked Motor Vehicle	4		3	4	Rescue	1,863	1,680	1,897	1,682
Juvenile	463	491	490	377	Richardson Co. Warrant	344	300	154	
K9 Public Relations	2	4		1	Road Closed	8	3	9	25
K9 Training	37	85	32	20	Robbery	2	1	1	
Lift Assist	203	220	202	119	Runaway	67	83	65	43
Liquor Laws Violation	6	11	3		Scam	129	136	143	173
Livestock Complaint	3	1	14	11	Search Warrant	9	12	14	1
Lost Animal	160	112	94	70	Sex Off Reg Viol	16	25	13	24
Lost Property	100	110	79	88	Sex Offender Compliance Check	27	59	103	61
Medical Alarm	130	119	176	138	Sexual Assault	64	64	42	24
Mental Health	163	153	174	208	Shoplifting	50	133	134	31
MIP	15	21	18	20	Solicitor	4	2	5	2
Missing Person	20	32	37	14	Special Detail	21	17	38	17
Motor Vehicle Theft	39	39	35	15	Suicide	1	1	2	4
Motorist Assist	615	626	520	334	Suspicious	898	968	841	604
Mutual Aid	35	57	39	21	SWAT	1			
Noise	263	269	240	177	Test Call	45	77	64	56
Nuisance	90	16	17	1	Theft	391	301	325	191
Out Of Unit	1,001	867	792	494	Threats	202	222	219	161
Open Container	1			1	Title Inspection	372	380	195	27
Open Door	64	72	51	32	Tobacco/Vape			1	10
Ordinance Violation	162	143	138	90	Traffic Hazard	325	368	375	293
Overdose		7	11	12	Transfer	1,010	980	972	769
Parking /2 HR	11	20	20	11	Transport	212	200	115	15
Parking/24 HR	94	206	170	75	Trash	60	57	36	33
Parking/Other	512	575	471	232	Trespassing	117	123	110	123
Pivot	10	8	8	2	Truancy	8	9	24	42
Poss. of Stolen Property				1	Traffic Stop	9,580	10,211	7,363	4,385
Probation Violation		2	3		Unknown	3	2	1	2
Procuring		1	1	4	Vacation Watch	44	38	32	14
Property Damage	48	84	89	66	Vandalism	228	202	169	65
Protection Order Viol.	82	63	48	36	Vehicle Complaint	1,021	1,037	966	686
Prowler	3	3	2	1	Warrant	217	198	145	121
Public Service	338	408	332	381	Watch	52	50	54	39
Pursuit	18	20	14	7	Weapons Law Violation	20	12	8	6
Remove Party	145	194	185	159	Weather	23	19	29	20
Repo	47	52	50	43	Welfare Check	930	847	823	586

	2022	2023	2024	2025
Total Calls Per Year	34,847	36,066	31,222	21,782
**Emergency Duplicated or Cancelled Calls	3,870	3,940	3,373	3,024
Total including Cancelled Calls	32,279	38,717	34,595	24,806

Calls for Service by Agency 2025

A total is not given because several agencies can respond to the case CFS; for example, there is always a fire unit, a rescue unit, an extrication unit and a law enforcement officer sent to an injury accident, therefore this would generate four different calls for service for one actual call.

	2021	2022	2023	2024	2025
Beatrice Police Department	10,108	11,500	11,765	11,577	12,245
Board of Public Works	96	87	116	116	123
Gage County Sheriff's Office	5,422	6,806	6,491	6,593	5,911
Wymore Police Department	1,077	669	340	228	1
Beatrice Fire & Rescue & Rural Fire	3,227	3,295	3,036	3,207	3,140
Adams Fire	26	48	82	89	71
Adams Rescue	88	120	144	123	128
Barneston Fire	7	26	61	67	65
Blue Springs Fire	35	51	71	94	88
Clatonia Fire	14	31	80	70	69
Clatonia Rescue	80	92	117	107	124
Cortland Fire	38	55	99	93	88
Cortland QRT's	99	104	122	117	163
Crete Police Department	6,134	5,629	6,286	6,356	1,073
Crete Fire and Rescue	900	942	904	845	227
Dewitt Fire/Rescue	1	3	3	2	5
Diller Fire/Rescue	1	2	0	3	3
Filley Fire	20	36	66	72	62
Firth Fire & QRT	15	14	17	14	14
Hallam Fire & Rescue	12	17	16	20	22
Odell Fire	21	46	73	67	73
Odell QRT's	19	32	24	19	25
Pickrell Fire/QRT's	26	40	107	108	100
Plymouth Fire	0	0	0	2	0
Richardson County Sheriff's Office	3,141	7,208	8,356	3,499	0
Wymore Fire & Rescue	282	317	351	284	275

Patrol



Captain Dan Moss
2009



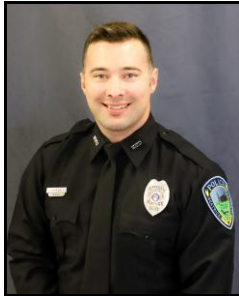
Sgt Wes Henning
1997



Sgt Brian Carver
2000



Sgt Shane Maloley
2009



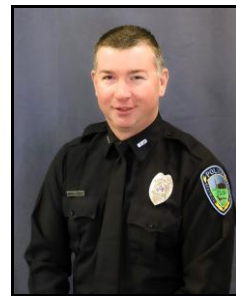
Sgt Ethan Jordan
2018



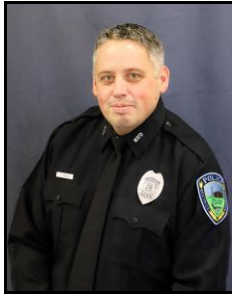
Ofc Zac Lauenstein
2002



Ofc Kristine Mangers
2006



Ofc Joseph McCormick
2007



Ofc Timothy Price
2014



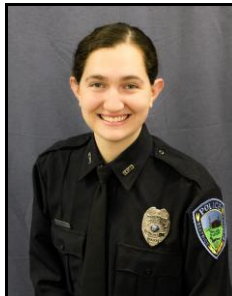
Ofc Kelly Byrne
2018



Ofc Courtney Brauch
2021



Ofc Benjamin Schank
2021



Ofc Brittney Ruh
2022



Ofc Brandon Samuelson
2023



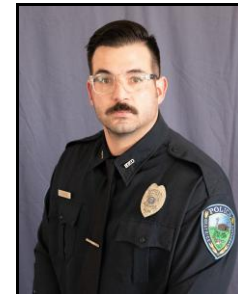
Ofc Christien Vandergriff
2023



Ofc Clayton Malcom
2024



Ofc Brandon Howland
2024



Ofc Matthew Harre
2024



Ofc Trent Ostendorf
2024



Ofc Justyce Stankoski
2025

Patrol

2025 saw a continued full staffing level. One new Officer, who was already NE Certified, was hired late in the year to replace an officer who left to pursue a position in Law Enforcement on the Federal level.

In 2025, patrol officers handled 9,563 calls for service. Traffic enforcement in one of the main functions for patrol officers. In 2025 officers conducted 3,315 vehicle stops, up from 2,215 in 2024. These stops resulted in 65 driving under the influence arrests and 63 driving under suspension/revocation arrests. Officers also responded to 359 vehicle crashes to include one fatality accident. Fatality accident investigations are initially handled by BPD officers, but a more comprehensive report is completed by a Traffic Crash Reconstructionist from the Nebraska State Patrol.

The second main function of patrol officers is to handle self-initiated and citizen-initiated calls for service. There are 130 different call types, with Disturbance, Suspicious, Vehicle complaint and Welfare check making up 1,750 of the remaining 6,250 calls for service handled. Officers did 198 mental health assessments in 2025 as compared to 88 in 2024, and placed 19 people in Emergency Protective Custody, compared to 10 in 2024. 12 people were placed in Civil Protective Custody due their level of intoxication.

During the year, all vehicles except one SRO vehicle, were updated with new Motorola in car camera systems and laptop computers to replace the older Data 911 systems. The new systems have three distinct camera angles and are able to record in car audio. Ten new Axon Taser10 electronic control devices were purchased and issued to officers. A cloud-based Motorola digital evidence library is the new storage platform for all digital evidence Officers collect for their criminal cases.

Sgt Maloley received both the Nebraska and the National American Legion Law Enforcement Officer of the Year award. He was honored at the American Legion National Convention in Florida in August. We are very proud of Sgt Maloley and all of our officers.



Dan Moss

Operations Captain

Beatrice Police Department Vehicle Information 2025

#	Model	Year	Mileage	Used for	Assigned to	Fuel
1	Explorer	2021	50,793	Patrol		Gas
2	Explorer	2016	85,612	K9	Lauenstein	Gas
3	Tahoe	2020	111,111	Sergeant	Day	Gas
4	Explorer	2021	88,408	Patrol		Gas
5	Taurus	2018	98,211	SRO		Gas
6	Explorer	2017	103,218	SRO		Gas
7	Explorer	2022	62,779	Patrol		Gas
8	Explorer	2022	63,589	Patrol		Gas
9	Tahoe	2016	126,712	K9	Price	Gas
10	Blue Bird	1995	6,242	Command Center		Diesel
11	Explorer	2013	131,511	Captain	Moss	Gas
12	Explorer	2021	20,803	Investigations	E. Byrne	Gas
13	Tahoe	2011	138,527	Patrol/Black		Gas
15	Dodge Ram	2021	23,558	Investigations	Murphy	Gas
16	Tahoe	2024	12,980	Sergeant		Gas
20	Oshkosh M-ATV	2010	4,080	SWAT		Diesel
25	Lacrosse	2006	98,254	Investigations	Klaus	Gas
27	Cruze	2018	4,933	Victim Assistance	Epp	Gas
29	Explorer	2023	32,097	Patrol		Gas

The Beatrice Police Department has received a grant to put 2 license plate reader cameras on three patrol units. Patrol units 2, 9 and 29 are all being equipped with the license plate readers. This allows the camera in the vehicle to not only record, but also to read license plates and alert the Officer if it is stolen, the person is missing, Amber Alerts or if there is any other alert on the vehicle. Through grants, the BPD has also equipped 10 patrol units to have cameras, computers and docking stations. The BPD has been awarded another grant to replace the computer in car 5. The new cameras allow all recordings to be automatically downloaded to the cloud for storage.



Training Summary 2025

All sworn officers are required to complete a minimum of thirty-two (32) hours of continuing education annually, as mandated by the Nebraska State Legislature. Required training encompasses, but is not limited to, de-escalation techniques, mental health response, substance abuse recognition, anti-bias and implicit bias instruction, firearms qualification, and other training as prescribed by law.

The Department conducts regularly scheduled in-service training on the second Monday of each month. Training topics are identified based on statutory requirements, POST mandates, accreditation standards, and departmental needs. Instruction is delivered by sworn personnel who have completed recognized train-the-trainer or instructor-level certification in applicable subject areas. The use of certified internal instructors ensures standardized delivery of training, supports compliance with accreditation requirements, and promotes cost-effective use of departmental resources.

During calendar year 2025, sworn personnel completed a total of one thousand eight hundred sixty-four (1,864) hours of continuing law enforcement education. This training met and, in many cases, exceeded the minimum thirty-two (32) hours of annual continuing education required per officer under POST standards, statutory mandates, and departmental policy.

Some of the more notable training programs hosted or attended by sworn personnel during calendar year 2025 included, but were not limited to, the following:

- DNA Collection and Bloodstain Pattern Analysis
- Ambush Awareness
- De-escalation: Principles and Practice
- Interview and Interrogation
- Stop the Bleed
- Basic Tactical Medical Instructor
- K-9 Recertification
- Basic SWAT
- Terry Stops and Pat-Downs
- Digital Currency Tracing Techniques
- Miranda and Beyond
- Drones Across Law Enforcement: Surveillance, Intelligence, Security, and High-Risk Operations

Calls Responded to 2025

Following are types of calls that the Beatrice Police Department responded to.

CFS/Incident Type	2021	2022	2023	2024	2025
911 Hang Up	234	379	814	473	419
Accidents	403	368	403	362	359
Animal Complaints all types	738	775	707	737	706
Arson	0	1	1	2	1
Burglary	27	35	23	21	22
Child Abuse/Neglect/Custody	268	276	292	258	273
Civil Types	311	301	301	334	264
Complaint Against Officer	7	8	10	8	5
Death	81	75	74	71	73
Disturbance, Domestic or Assaults	506	527	588	430	303
Drug Complaint or Info	81	105	78	95	102
DWI - DUI	69	84	64	52	65
Fraud or Scam	143	157	144	125	158
Harassment or Threats	285	264	305	306	247
Homicide	0	0	0	1	0
ICAC	9	5	18	13	5
Juvenile	290	286	324	321	323
Liquor Law Violations	25	13	26	14	19
Missing Person	11	9	19	18	10
Motor Vehicle Theft	26	27	18	19	10
Parking Complaints	240	266	285	255	268
Pursuit	5	10	7	9	4
Rescue	103	99	121	202	177
Robbery	0	2	1	0	0
Runaway	65	33	46	29	36
Sexual Assault	30	34	41	20	23
Suicide	2	1	1	1	2
Suspicious	454	463	516	441	439
Theft or Shoplifting	208	195	181	197	153
Traffic Stops or DUS	1,788	2,452	1,866	2,279	3,250
Vandalism/Property Damage	121	125	135	121	92
Vehicle Complaints	418	348	417	390	405
Welfare or Mental Health	733	760	837	630	595
All Other Types of Calls	2,428	3,019	3,102	3,343	3,437
	10,109	11,502	11,765	11,577	12,245

Mental Health Assessments made by Officers

A Call for Service may require the officer to make mental health assessments at that time.

	2021	2022	2023	2024	2025
Mental Health Assessments made by an Officer	130	120	125	88	198

Ticket Statistics for 2025

Parking/Animal/City Ordinance Charges

Description	Warnings or ER's	Citations
Parking Violation	32	68
Dog at Large	1	32
Rabies Vaccine		1
Discharge Firearm in City Limits		1
Disturbing the Peace		5
Littering		3
Shoplifting		17
Soliciting without a License		1
Trash Placed in Other's Containers		2
Unnecessary Noise		2
Totals	33	132

Traffic Citation Charges

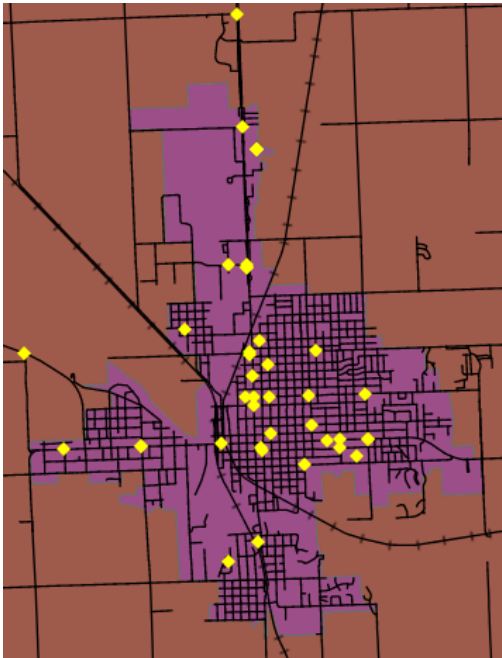
Description	Written Warning or ER's	Citations
Drag Racing		5
Driving Under Suspension or Revocation		97
Exhibition of Acceleration	4	5
Failure to yield ROW to vehicle or Sign	12	24
Fictitious Plates	1	15
Leaving Scene of Accident		12
Lights required on Vehicle or Violation	352	24
Motor Vehicle Restraint – Adult & Child	5	12
Negligent Driving	3	18
No License Plates or manner of display	35	2
One Way Violation	3	4
Operators must have valid license	17	115
Other Traffic Violations	81	77
Proof of Insurance or Ownership	61	102
Reckless Driving		20
Registration Required	53	329
School Bus Arm Violation		2
Speeding	143	112
Stop Sign or Traffic Signal Violation	36	51
Tint Violation	16	3
Totals	822	1029

***Traffic Contacts resulting in only a Verbal Warning = 819**

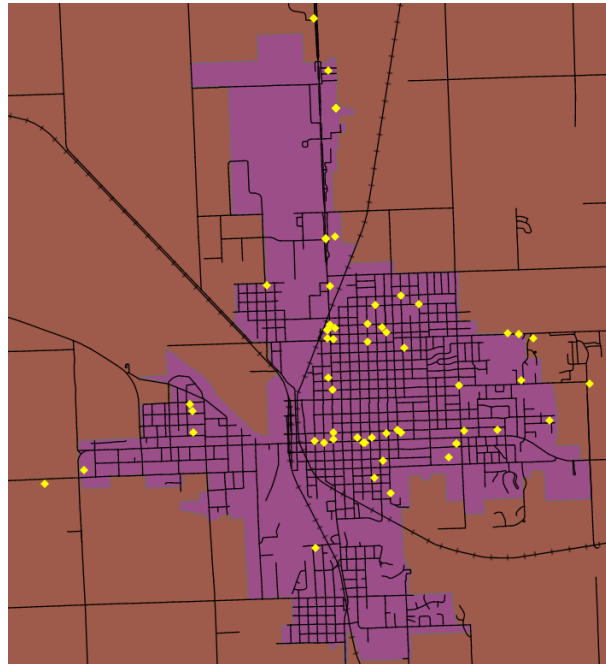
Accident Tallies for 2025

Types of Accidents

Officer Responded but no formal report taken	69
Property Damage	261
Hit and Run	70
Injury	32
Fatality	1
Total	433



Injury or Fatality Accidents



Hit and Run Accidents

Arrest Charges

(Traffic Offenses not included)

Type of Charges	2021	2022	2023	2024	2025
Assault 1 st /2 nd /3 rd	36	30	37	49	35
Assault on an Officer	3	6	1	3	8
Strangulation	7	6	4	5	1
Domestic Assault (Aggravated or Simple)	40	35	35	27	26
Protection Order Violations	11	13	15	10	17
Sexual Assaults 1st/ 2nd/ 3rd & child	0	1	6	6	1
Terroristic Threats/ Threats	11	9	10	21	18
Murder in the 1st or 2 nd Degree	0	0	0	1	0
Kidnapping	0	0	0	2	0
Child Abuse/Neglect	14	19	28	21	26
Child Abuse Resulting in Death	0	0	0	2	0
Drug Violations	105	137	85	84	143
Burglary	4	6	5	3	4
Theft	16	19	17	33	19
Robbery	0	1	0	0	1
Motor Vehicle Theft/Unauth Use	1	1	2	3	5
Criminal Mischief	20	16	21	30	25
Weapons Violations	15	31	12	17	17
Disorderly Conduct	8	9	9	6	7
Minor In Possession	50	51	37	65	55
DWI	59	73	48	47	60
Other Alcohol offenses	14	26	14	33	52
Resisting Arrest	5	12	6	8	12
Flight to Avoid Arrest	1	4	3	5	2
Warrant Arrest	81	67	73	72	114
Other Offenses	163	81	112	87	127
Total Arrests or Citation Charges	664	653	580	640	775

*Arrestees can be charged with multiple charges on one arrest. Out of these 775 Arrest charges, 344 individuals were taken into custody at the Gage County Jail and 241 people were cited and released at the scene.

Juvenile Arrests and Citations

(under the age of 18) (these numbers are also included in the arrest charges on page 17)

	2021	2022	2023	2024	2025
Possession of Marijuana less than 1 oz	5	5	9	4	0
Possession Marijuana more than 1 oz	0	0	1	0	0
Possession of Drug Paraphernalia	2	3	1	2	1
Other Drug/Narcotics Violations	2	0		0	0
Manufacture Drugs/Intent to Distribute	0	0	1	0	0
.02 Violation	0	0	0	0	0
Minor In Possession	16	9	11	14	5
Procure Alcohol for Minor	1	0	0	0	0
Open Container	0	0	0	0	0
Driving While intoxicated	0	1	1	0	1
Use of Tobacco by a Minor	2	17	16	9	10
Runaway	27	17	28	11	15
Motor vehicle Theft	0	0	2	1	2
Burglary/Thefts/Shoplifting	11	9	14	12	4
Criminal Mischief	6	6	10	8	9
Sexual Assault	0	1	5	2	0
Assaults or Threats	20	16	28	26	20
Assault on an Officer	1	1	0	2	2
Weapons Violations	2	5	3	1	0
Other Offenses	25	24	35	26	30
Juvenile Contacts(warnings)	1	11	8	2	25
Total	121	125	173	120	124

Narcotics Investigation Division

On May 28, 2024, the BPD Narcotics Investigation Division was officially reactivated. The division is comprised of six road patrol officers operating under the supervision of Sergeant Maloley, with Officer Kelly Byrne and Officer Benjamin Schank assigned to dedicated narcotics investigations. Interdiction efforts are carried out by Officer Tim Price, Officer Brandon Samuelson, Officer Zac Lauenstein and Officer Brandon Howland (#306).

Through proactive enforcement, targeted investigations, interdiction operations, and inter-agency cooperation, the diligent actions of these officers throughout 2025 directly resulted in significant drug enforcement outcomes detailed below. These efforts reflect a sustained commitment to disrupting illegal drug activity and enhancing public safety within the jurisdiction.

Enforcement Activity Overview

- Possession of Controlled Substances (PCS) arrests: 15
- Possession With Intent to Distribute (PWID) arrests: 5
- Felon in possession of a stolen firearm arrest: 1
- Possession of a stolen vehicle arrest: 1
- Total arrests documented in case activity: 14
- Arrest warrants executed: 4
- Search warrants executed: 4
- Controlled buys conducted: 5

Seizures and Property of the Narcotics Division

- Methamphetamine: Approximately 502 grams seized, with an estimated street value of \$50,200.
- Cocaine: Approximately 61.06 grams seized, with an estimated street value of \$6,100.
- Marijuana: Approximately 311.5 grams seized, with an estimated street value of \$3260.
- One stolen firearm recovered during enforcement operations.
- One stolen vehicle recovered during enforcement operations.
- One passenger vehicle seized as part of a narcotics investigation.

Operational Highlights of the Narcotics Division

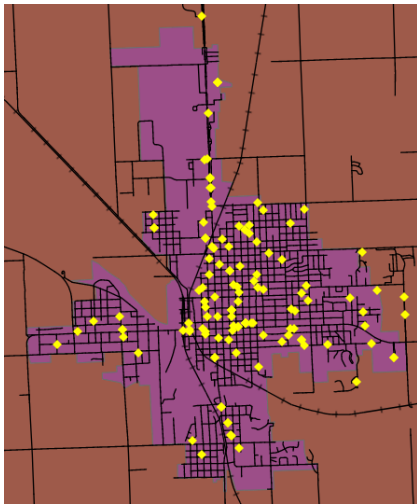
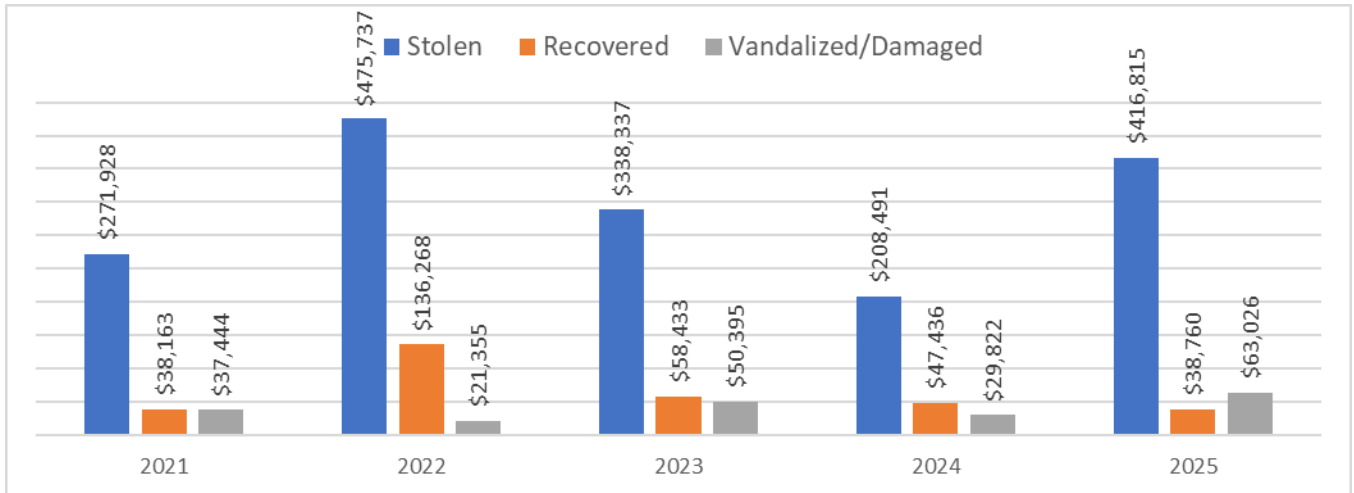
- Multiple arrests resulted from traffic stop investigations, including instances involving controlled substances and drug paraphernalia.
- Controlled purchases were successfully conducted, leading to warrant arrests and the seizure of illegal narcotics.
- Search warrants executed resulting in multiple arrests and recovery of controlled substances.
- Several investigations involved drug residue or positive tests without measurable quantities, contributing to intelligence gathering and follow-up enforcement.
- Assistance provided to partner agencies, resulting in additional arrests and narcotics seizures.

Overall, enforcement efforts demonstrated a sustained commitment to narcotics interdiction through proactive policing, investigative operations, and inter-agency cooperation. These actions contributed to the disruption of illegal drug distribution and enhanced public safety within the jurisdiction.

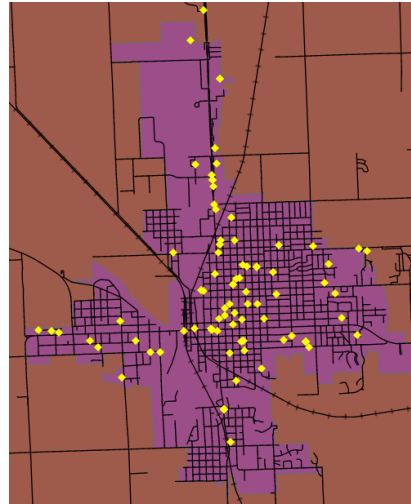
Breakdown of Drug Arrests for Entire Agency

	2021	2022	2023	2024	2025
Poss. Marijuana less than 1 oz	17	27	22	19	17
Possession of Marijuana > 1 oz	4	3	1	1	4
Possession of Drug Paraphernalia	27	37	23	20	50
Possession of Controlled Substance	37	55	31	29	56
DUI - Drugs	1	3	3	3	2
Drug/Narcotics & Other Violations	8	3	7	6	2
Manufacture Drugs Intent to Distribute	2	5	0	0	5
Possess with Intent to Deliver	9	4	3	6	7
Totals	105	137	90	84	143

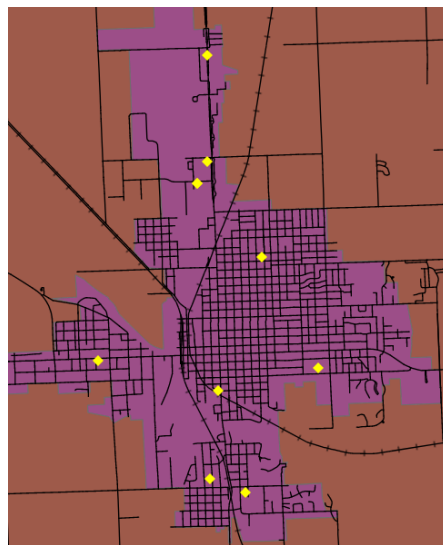
Property Crime Stats



Thefts



Vandalisms



Motor Vehicle Thefts

Criminal Investigations Unit 2025



Investigative Sergeant
Erin Byrne
1996



Investigator
Natasha Parde
2015



Juvenile Services Ofc.
Jennifer Klaus
1994

The Criminal Investigations Unit is responsible for the investigation of cases involving a special subject matter and cases that are more complicated and often of a more time-consuming nature. The Criminal Investigations Unit is assigned a case when the nature of the crime involves serious criminal activity, such as suspected homicides, suicides, felony thefts, forgeries, felonious assaults, fraud, narcotics, adult abuse, child abuse, or when the criminal activity appears to be part of a pattern of crimes.

The Criminal Investigations Unit is commanded by Erin Byrne, Investigative Sergeant. The Investigations unit is staffed with two investigators. The investigators are Juvenile Services Investigator Jennifer Klaus and general Criminal Investigator Natasha Parde. There also two School Resource Officers that are under the supervision of the Criminal Investigations Unit, those officers being Beatrice High School SRO Brittney Ruh and Beatrice Middle School SRO Courtney Brauch.

During 2025, the Investigations Unit was directly assigned to numerous calls for service, along with continuing to aid county and state prosecutors throughout the entire year by performing ongoing investigation into two Gage County death cases from late 2024. One case resulted in a prison conviction in late 2025, and the other is going to trial in February of 2026. In addition, the Investigations Unit assisted road patrol on many cases as well as numerous outside agencies with investigations of crimes in their jurisdictions which had ties to Beatrice.

The Investigations Unit continues to work with other agencies as a member of the Internet Crimes against Children (ICAC) Task Force. These cases involve crimes such as possession of child pornography, online enticement of a child, and any other cyber-crime involving a child. There were 5 ICAC cases in 2025. The Investigations Unit sometimes is requested to install covert surveillance cameras in Beatrice businesses and home residences in order to solve theft or other crime related issues.

The Investigations unit also assisted in the searches of cell phones and computers for various Beatrice Police Department cases as well as some outside surrounding agency cases. These searches are now being done with a new software/hardware program called Cellebrite Inseyets, purchased new in the summer of 2025. The cost for this new software/hardware are being shared annually between the Beatrice Police Department and the Gage County Attorney's Office. Total number of cell phone searches in 2025 totaled 11 due to not obtaining the new system until almost fall of 2025. These searches can take multiple hours per search given the ever-increasing storage capabilities of newer cell phones. Cell phone searches are completed to obtain information, photos, and videos on various types of cases in which a cell phone or tablet may have been somehow involved.

Aside from criminal investigations, the Investigations Unit conducts background investigations for new department personnel, backgrounds for handgun permit applications, vendor background

investigations, and background investigations for liquor license applications within the City of Beatrice. The Investigations Unit also serves as liaison officers to Crime Stoppers of Gage County. This assignment requires the investigators to attend meetings of the Crime Stoppers Board and to assist with recommendations of rewards to callers who provide information leading to arrests.

Felony Crimes Reported in Beatrice	Offenses Reported	Arrests Made or Warrant Issued
Sexual Assault	3	2
Child Abuse	15	9
Aggravated Assault/Terroristic Threats	20	14
Domestic Assault	7	6
Felony Drug Offenses	64	64
Burglary	13	4
Robbery	1	1
Theft/Forgery/Identity Theft	37	3
Weapons Law Violations	15	12
Vandalism/Criminal Mischief	8	3
Other Felony Offenses	64	29
	252	146

CRIME SCENE TEAM The Beatrice Police Department Crime Scene Team, led by Sgt. Erin Byrne, consists of sworn officers and civilians of the Beatrice Police Department. The team is activated to investigate large or complicated crime scenes. The duties of the team include; collecting and preserving evidence, such as fingerprints, shoeprints, tool impressions, DNA, photographs, diagrams, video recording and all physical evidence at the scene. Members of the team have specialized training in all areas of crime scene investigations. The team has training at least once a year to stay up on the knowledge and skills needed for this unit. It should be noted that the team was significantly depleted due to employee turnover and additional work needs to be done in order to obtain and train new members.

JUVENILE SERVICES In 2025, the Beatrice Police Department received 273 Child Abuse/Neglect/Custody and Adult Abuse/Neglect calls, along with 595 Welfare Check/Mental Health reports. Many of the Welfare Checks involve juveniles. These Abuse/Neglect reports are received from the Department of Health and Human Services Child or Adult Abuse Hotline, school personnel, and other concerned parties that contact the police directly or in situational responses. A majority of these calls are handled directly by, or with the assistance of, the Juvenile Services Investigator or other members of the Investigations Unit.

Of the 273 Child Abuse/Neglect and Adult Abuse/Neglect reports received, several resulted in arrests or citations. Abuse cases are sometimes difficult and time consuming. In the majority of these cases, the situation or actions do not rise to criminal levels but do require intervention, or at least support services through DHHS to protect the abused/neglected and to meet the identified needs.

Juvenile victims of sexual assault, serious physical abuse, witnesses to a violent crime, or other situations are required by State statute to be taken to the BraveBe/Child Advocacy Center in Lincoln as part of the investigation and require officer presence. Each of these interviews can take up to four hours or longer. In 2025, numerous juveniles were interviewed at the BraveBe/Child Advocacy Center on behalf of the Beatrice Police Department. The Juvenile Services Investigator or other investigators generally attend the CAC interviews. The Juvenile Services Investigator is also the liaison officer for the monthly multi-disciplinary investigative and treatment team meetings as required by State Statute (1184 meetings).

Special Services



K9 Unit 2025

The Beatrice Police Department's two K9 Units assist officers with Beatrice Police, Gage County Sheriff's Office, Nebraska State Patrol, and surrounding county law enforcement agencies. Sgt. Maloley began supervising the K9 Unit in 2025. Officer Zac Lauenstein maintains responsibility for facilitating K9 operations, ensures K9 training standards are met, and ensures these valuable assets are effective and efficient in their time of need.

K9 Toro has been working with Officer Lauenstein since 2021. Officer Lauenstein, returned to road patrol in 2025, and K9 Toro are a Certified Narcotics Detection Team in the State of Nebraska. Toro, a yellow British Labrador, not only serves as a narcotics detection dog, but also serves as a community-based service dog, utilized for educational functions, public service events and events with local youth. Officer Lauenstein and K9 Toro worked a day shift road patrol in 2025, but are available for callouts 24/7. Toro had 11 deployments in 2025 and 16 training sessions, and was part of a total of 40 calls for service.

K9 Thomas has been working with Officer Price since 2023, and beginning in 2025 the Beatrice Police Department made a K9 shift that is separate from all other shifts. The days and hours of this shift ensure that a K9 is available for all shifts of the department throughout the week, trying to maximize availability during peak times. Officer Price and K9 Thomas are a Certified Narcotics Detection Team in the State of Nebraska. K9 Thomas, a black Dutch Shepard, had 35 deployments and 19 training sessions in 2024, and was part of 79 calls for service.

The Beatrice Police Department started a partnership with Nestle Purina of Crete Nebraska. Nestle Purina donates top quality dog food to our K9 program when needed.

If you have any questions regarding the Beatrice Police K9 Unit, please feel free to contact the new K9 Supervisor, Sgt. Shane Maloley at 402-223-4080.

If you would like to make a donation to the Beatrice Police Department K9 Unit, please send donations to:

Beatrice Police Department
Attn: Beatrice Police Department K9 Fund
201 N 5th St Beatrice, NE 68310



School Resource Officer Program (SRO)

The School Resource Officer (SRO) program is a key component of maintaining safe, supportive, and positive learning environments within Beatrice Public Schools. SROs engage daily with students, staff, and families to identify and address safety concerns, encourage positive decision-making, and foster trust and mentorship throughout the school community.

In 2025, Officer Courtney Brauch served as the School Resource Officer at Beatrice Middle School, and Officer Ruh served at Beatrice High School. Both officers worked closely with school staff to proactively address behavioral concerns, support safety planning, and provide guidance and mentorship to students. Their ongoing engagement strengthened the partnership between the Beatrice Police Department and the schools.

Both Officers Brauch and Ruh attended the National Association of School Resource Officers (NASRO) training in 2025, gaining advanced knowledge and skills to further enhance their effectiveness in supporting students, staff, and families.

The SRO program emphasizes prevention, education, and relationship-building rather than enforcement alone. Officers focus on guiding students toward responsible choices, resolving conflicts, and offering mentorship. Enforcement is used when necessary to ensure safety and maintain order, but the primary goal remains early intervention and fostering a positive school culture.

At Beatrice Middle School, officers responded to 57 juvenile-related incidents, including 6 assaults, 2 ICAC-related cases, 6 mental health calls, 2 thefts, 1 child neglect, 14 child abuse cases, 12 welfare checks, and 35 truancy calls. They conducted 6 traffic stops, 4 vehicle complaints, 27 public service calls, 22 ordinance violations, and 4 drug-related incidents.

At Beatrice High School, officers responded to 50 juvenile-related incidents, including 10 assaults, 3 harassment reports, 2 sexual assault investigations, 15 mental health calls, 17 welfare checks, 4 thefts, 8 child abuse cases, 3 drug violations, and 2 truancy calls. Traffic enforcement included 4 traffic stops and 2 vehicle complaints. Officers also assisted with 40 public service calls. There were no ICAC or ordinance violation cases reported at the high school.

The presence of Officers Brauch and Ruh continues to enhance communication, trust, and safety within the schools. Their proactive engagement, mentorship, and professional development support the department's mission to provide a safe and positive environment for all students.

Drone Program

The Beatrice Police Department currently operates one DJI drone. Due to the capabilities of this aircraft, it is limited to daytime operations only. In 2026, the department will add a Skydio X10 drone, which will provide enhanced capabilities and allow for both daytime and nighttime operations.

The department maintains four certified drone pilots:

Sgt. Brian Carver	Officer Kris Mangers
Officer Christien Vandergrift	Officer Brandon Howland

In 2025, the drone was deployed a total of 11 times. Notable deployments included:

- Assisting with a possible drowning investigation in the river
- Documenting Dempster's fire and landfill progress
- Searching for lost children or adults (four deployments)
- Providing intelligence and observation during a SWAT search warrant

Gage County Victim Assistance Program

About the Program

Established in 1995, the Gage County Victim Assistance Program has been dedicated to supporting crime victims throughout Gage County. The program operates through the federal Victims of Crime Act (VOCA) grant funding, as well as in-kind and cash contributions from the City of Beatrice and Gage County.

Our Mission

The Gage County Victim Assistance Program is a free public service that provides information, practical assistance, and crisis intervention to victims of crime. Victims not only experience physical harm but also endure emotional and financial hardships, including lost wages, medical expenses, and property damage. Many victims struggle with anger, guilt, confusion, and frustration with the complexities of the criminal justice system.

Our mission is to ensure that victims' rights are upheld while offering guidance, support, and advocacy throughout the legal process. We provide case updates, assistance with compensation applications, and emotional support, always treating victims with dignity, compassion, and empowerment. The criminal justice system is designed to bring justice and relief, but its process is often lengthy and complex. Our office is committed to helping victims navigate each step, ensuring they receive the information, resources, and support they need.

Services Provided

The Victim Assistance Coordinator is responsible for direct victim services, advocacy, and administrative oversight. Daily responsibilities include:

- Making initial contact with victims and providing case updates
- Assisting with State Crime Victims' Compensation applications
- Helping victims complete their Victim Impact Statements (VIS)
- Acting as a liaison between victims and prosecutors
- Attending pre-trial meetings and providing court/law enforcement accompaniment
- Connecting victims with community resources and services
- Assisting with protection orders and follow-up contacts
- Addressing questions and concerns about the criminal justice process

Additionally, the Victim Assistance Coordinator manages collaborations with partner agencies, grant writing, and all required financial and statistical reporting for VOCA funding.

With the loss of the Assistant Victim Advocate position due to funding reductions, the program continues to adapt to ensure that victims in Gage County receive the highest level of support possible.

Chevis Epp has served as the Victim Assistance Coordinator for Gage County since April 2021, stepping into the role following the retirement of the previous coordinator after two decades of service. With over 15 years of experience in victim advocacy, she has dedicated her career to supporting survivors of domestic violence, sexual assault, human trafficking, child welfare, and juvenile justice matters. Her work is grounded in a strong background in diversity and equity efforts, child abuse prevention, and mental health support as a certified Mental Health First Aid trainer. Chevis holds a Bachelor's degree in Criminal Justice, with a minor in Psychology and an emphasis in Counseling.



Chevis Epp
2021

The Gage County Victim Assistance Program has experienced significant instability in funding over the past several grant cycles due to statewide reductions in Victims of Crime Act (VOCA) funding. On November 30, 2023, the program lost one full-time victim advocate position as a direct result of these cuts, reducing staffing capacity and placing increased responsibility on the remaining advocate to meet the growing needs of victims in Gage County.

Historically, the program has relied on VOCA funding since its inception in 1995 to provide critical services to victims of crime. In the current grant cycle, Nebraska experienced a 40 percent reduction in VOCA funding during year one, followed by a 60 percent reduction in year two. While the Gage County Victim Assistance Program was initially able to receive its fully awarded amount during this period, the long-term sustainability of funding continued to decline statewide.

As a result of these ongoing reductions, the VOCA grant application process for Fiscal Year 2025 was paused, and the Nebraska Crime Commission issued a Year 3 extension to the existing two-year grant cycle. Despite this extension, the program's VOCA award was reduced from \$86,000 to \$60,200 due to statewide funding cuts. This reduction placed the remaining full-time Victim Assistance Coordinator at risk of being reduced to part-time or potentially eliminated in order to remain within the awarded amount.

Fortunately, the City of Beatrice was able to work collaboratively with the Gage County Board of Supervisors, who have a longstanding history of supporting the program through matching funds, to secure gap funding. This support has allowed the Victim Assistance Coordinator position to remain full-time for an additional year, ensuring continuity of services until the VOCA grant application process reopens in 2026 for new funding requests.

Despite this temporary stabilization, the program continues to operate with reduced staffing. The loss of a full-time advocate has significantly impacted service capacity, and the demand for victim services continues to exceed available resources.

Gage County Victim Assistance Program: Services & Community Partnerships

24/7 Availability & Law Enforcement Collaboration

The Gage County Victim Assistance Program is available 24/7 to support crime victims and assist law enforcement when called upon by the shift supervisor. The program works closely with the Beatrice Police Department, Gage County Sheriff's Department, Wymore Police Department, Nebraska State Patrol, and the Gage County Attorney's Office to ensure victims receive timely and effective assistance.

Comprehensive Victim Services

The program provides a wide range of services to all crime victims in Gage County, including but not limited to:

- **Crisis Intervention** – Immediate emotional support for victims in crisis
- **Personal Advocacy** – Assistance with navigating victim rights and available resources
- **Criminal Justice Advocacy** – Guidance and support throughout the legal process
- **Protection Order Assistance** – Help with filing and understanding protection orders
- **Property Release** – Coordination with law enforcement for property retrieval
- **Restitution Assistance** – Helping victims seek financial reimbursement
- **911 Cellular Phones** – Providing emergency phones for victims in need
- **Safety Planning** – Developing personalized plans to enhance victim safety
- **Transportation Assistance** – Helping victims access services and court proceedings
- **Parole Information** – Updates on offender release and parole hearings
- **Victim Impact Statement Assistance** – Helping victims express how the crime has affected them

- **Court Proceedings Support** – Accompaniment and guidance for victims in court
 - **General Information & Assistance** – Providing answers and referrals for victim-related concerns
 - **Nebraska Crime Victim’s Reparations Program** – Assisting with financial compensation applications
 - **Nebraska Victims of Crime Alert Portal Registration** – Enrolling victims for case status notifications
- **Community Involvement & Partnerships**
The Victim Assistance Coordinator actively collaborates with multiple organizations to enhance victim services and promote community safety. These partnerships ensure a comprehensive, multidisciplinary response to crime and victimization in Gage County.
 - **Gage County Child Abuse and Neglect Treatment Team**
The Gage County Child Abuse and Neglect Treatment Team is dedicated to a collaborative, multidisciplinary approach to assisting children who have experienced abuse or neglect, are at risk, or are displaying delinquent behavior. This team works to fill service gaps for children whose needs are not met within the current system, even in cases where the Juvenile Court is not involved.
 - **Gage County Crime Stoppers**
Gage County Crime Stoppers is a nonprofit organization led by a volunteer citizen board. This initiative brings together law enforcement, media, and the community to combat crime. Crime Stoppers provides a secure, **anonymous** way for individuals to report crime-related information to law enforcement. Tipsters may receive a reward of up to \$1,000 for valuable information leading to an arrest.
 - **Southeastern Nebraska Human Trafficking Task Force**
Established in 2015, the Nebraska Human Trafficking Task Force (NHTTF) coordinates the state’s efforts to combat human trafficking. This initiative brings together law enforcement, prosecutors, service providers, advocates, and community partners to implement a unified, strategic response to trafficking in Nebraska.
 - **Nebraska Partnership Against the Trafficking of Humans (NE PATH)**
NE PATH connects organizations and individuals engaged in the fight against human trafficking. This network strengthens Nebraska’s anti-trafficking efforts by fostering collaboration, promoting trauma-informed practices, and ensuring a survivor-centered approach.
 - **Community Justice Committee – Gage County MAPS**
The Community Justice Committee operates within the **Multiple Agencies Partnering for Success (MAPS) Coalition**, a network of over 50 individuals, agencies, and organizations committed to improving the quality of life for individuals, families, and communities in Gage County. Through collaboration, the coalition addresses critical social issues and enhances community resources.

Victim Assistance Program Statistics 2025

*Not an all-inclusive list of services provided

TYPE OF SERVICE	# OF TIMES PROVIDED	
	2025	2024
Emotional Support & Safety Services	1,921	1,742
Personal Advocacy & Accompaniment	252	446
Information about the Criminal Justice Process & Referral	4,346	3,711
Law Enforcement Interview/Accompaniment	191	190
Criminal & Civil Justice System Advocacy	4,139	4,033
Compensation Assistance	16	20
Transportation	8	7
Protection Order Assistance	376	432
Total # of Services Provided	10,658	9,932
Total # of Victims Served	1,128	1,258

Types of Victimization & Number of Crime Victims Who Received Services

*An individual MAY be counted in more than one victimization type

Types of Victimization	2025	2024	2023	2022	2021	2020
Adult Physical Assault	224	77	99	94	94	193
Adult Sexual Assault	72	21	34	34	44	53
Adults Sexual Abused as Children	0	2	2	2	1	24
Arson	0	0	4	4	3	1
Bullying (verbal, cyber or physical)	30	20	12	10	27	24
Burglary	86	47	92	101	68	39
Child Physical Abuse/Neglect	189	209	182	167	144	420
Child Pornography	5	2	0	0	0	0
Child Sexual Abuse/Assault	86	160	68	101	161	209
Domestic and/or Family Violence	1115	787	838	793	749	808
DUI/DWI Incidents	15	9	21	26	10	14
Elder Abuse/Neglect	11	9	4	4	5	0
Hate Crimes	0	0	0	0	0	0
Human Trafficking Labor/Sex	0	1	0	0	1	1
Identity Theft/Fraud/Financial Crime	91	231	157	157	57	11
Kidnapping (custodial/non-custodial)	0	0	1	1	0	0
Mass Violence	0	0	0	0	0	0
Other Vehicular Victimization (hit & run etc.)	35	34	93	94	49	33
Robbery	0	2	0	2	8	20
Stalking/Harassment	419	224	256	256	354	355
Survivors of Homicide Victims	31	50	44	44	40	5
Teen Dating Victimization	0	3	18	18	0	0
Terrorism (domestic/international)	0	0	0	0	0	1
Other (PO violations, criminal mischief etc.)	283	142	198	196	131	232
Total	2,692	2,030	2,123	2,104	1,946	2,443

Source: U.S. Dept. of Justice, Office of Justice Programs- Performance Measurement Platform Compiled by: Chevis Epp

Speaker Service and Community Policing

- **Speaker Service**

The Beatrice Police Department organized a Police Speaker's program in 2008 as part of our community awareness effort. The focus of the program is to help educate the public about various law enforcement related topics. The topics include personal safety, crime prevention and criminal activities, and range from 20 to 60 minutes in length. Sworn personnel along with the Victim Assistance Coordinator and Communications personnel prepare the presentations based on their area of expertise.

Beatrice Public Schools, various church groups, service clubs, businesses and other community groups and classes requesting the service. The most requested topics are fraud, K-9 presentations and computer scams. Officers also spent time informing people about the Police Department and Officer Duties. Numerous Groups continue to tour the Beatrice Police Department including Boy Scout and Girl Scout troops, along with school classes.

- **Holiday Events**

Officers participated in the Downtown Night of the Great Pumpkin fun night and the Trick or Treat event, speaking to Children and family members at this event. Officers also participated in the Downtown Lighted Parade during the Christmas Holiday.

- **Special Olympics**

In 2025, officers remained actively engaged with the Beatrice Special Olympics community, participating in a variety of events that bring joy, confidence, and a sense of accomplishment to the athletes. Officers took part in the 10th annual basketball scrimmage against Beatrice Special Olympics athletes, helping create a fun and competitive environment where athletes could showcase their skills. They assisted the Special Olympics football team with practice leading up to Nationals in Nashville, where the team earned a gold medal, providing hands-on support that contributed to the athletes' preparation and success.

Officers also played a key role in organizing and participating in the Law Enforcement Torch Run, which raises awareness and funds for Special Olympics programs. Additionally, they assisted with refereeing the Beatrice Special Olympics Flag Football scrimmage and organized a Tip-A-Cop event, with proceeds benefiting the local Special Olympics. Events like these hold tremendous meaning for Special Olympics athletes, offering them opportunities for inclusion, celebration of their abilities, and positive interactions with law enforcement. The involvement of officers helps create lasting memories for the athletes while fostering community support, encouragement, and a sense of pride.

Through these activities, the department exemplifies its commitment to community engagement and dedication to supporting athletes with disabilities, further reinforcing the values of teamwork, respect, and service that are central to both the police department and Special Olympics programs.

- **Free Ride Home Program**

The Beatrice Police Department has partnered with Yellow Cab and Gage County MAPS since 2019 allowing officers, bars and restaurants in Beatrice to give vouchers for a free ride home to impaired drivers. A total of 650 vouchers were given out in 2025.

- **National Night Out**

The 2025 National Night Out in Beatrice was a highly successful community event that showcased the strong partnerships between residents, businesses, and law enforcement. With 34 booths filled by local businesses, police informational displays, community organizations, a dunk tank, and

Happy D Clown, attendees enjoyed a wide variety of activities and opportunities to connect with officers and community members.

The event drew a tremendous turnout, reflecting the community's dedication to building positive relationships and promoting neighborhood safety. It provided a fun, engaging environment where families could interact with law enforcement in a relaxed setting, learn about public safety resources, and celebrate the spirit of collaboration. National Night Out continues to be a vital occasion for fostering trust, strengthening communication, and encouraging a united effort to maintain a safe and supportive community in Beatrice.

- **Mini Mart**

The Mini Mart has been an integral part in supporting local students and families, with the School Resource Officer (SRO) playing an active role in providing food from local monetary donations and resources. Through this program, which is supported by the school, the SROs work closely with the Mini Mart to ensure students have access to meals throughout the school year. This program is highly utilized and appreciated by the school community.

- **Stuff the Cruiser**

The 2025 Stuff the Cruiser event brought together local organizations, volunteers, donors, and businesses to support children, teenagers, and families in the Beatrice community. Through strong collaboration and generosity, the event provided meaningful assistance during the holiday season while ensuring resources remained within the local economy. A total of 65 volunteers representing nine community organizations participated in the effort, helping serve 405 children, including 55 teenagers who often face gaps in holiday assistance programs. In addition to toy donations, \$2,950 was raised through community contributions. These funds were intentionally used to purchase age-appropriate gifts for teens and essential hygiene and toiletry items for families in need, addressing both holiday joy and everyday necessities.

All monetary donations from the 2025 Stuff the Cruiser event were reinvested entirely in local businesses and boutiques, creating a direct economic benefit for the Beatrice area while meeting community needs. This approach ensured that generosity not only supported children and families but also strengthened local commerce. Volunteers and support came from the Beatrice Police Department, Beatrice YMCA, CASA, Better Living, BVBH, Sheepgate, PALS, HFA & PHS, and Beatrice Preschool. The 2025 Stuff the Cruiser event demonstrated that when community partners work together with a shared commitment, the impact extends beyond a single season—creating lasting benefits for individuals, families, and the local community as a whole.

- **Lunch with a Cop**

In 2025 our Lunch with a Cop program continued to focus on lunch dates at the schools with students. Students at Beatrice Middle School were recognized and rewarded after participating in Attendance Challenges. Officers enjoyed lunch at Beatrice Middle School as well as the Elementary school. Group lunches continue to be a great way to spend time with our community youth.