

**City of Beatrice, Nebraska  
Regular BPW Board Meeting  
Wednesday, July 1, 2026 at 12:00 PM  
City Hall Conference Room  
400 Ella Street  
Beatrice, NE 68310**



Pledge of Allegiance

1. **ROLL CALL**
2. **CONSENT AGENDA**
  - 2.a. Approve agenda as submitted.
  - 2.b. Receive and place on file all notices pertaining to this meeting.
  - 2.c. Receive and place on file all materials having any bearing on this meeting.
  - 2.d. Approval of minutes of regular BPW Board meeting on June 10, 2026, as on file in the City Clerk's Office.
3. **PUBLIC HEARINGS/BIDS** - None
4. **RESOLUTIONS**
  - 4.a. Recommend a resolution executing the Utility Infrastructure & Ownership Maintenance Agreement with Beatrice Country Club, Inc., to the Mayor and City Council.
5. **ORDINANCES** - None
6. **DISCUSSIONS/REPORTS**
  - 6.a. Update on Current Projects.
7. **MISCELLANEOUS**
  - 7.a. The next regular BPW Board meeting is July 15, 2026 at 12:00 p.m. in the City Hall Conference Room.

## NOTICE OF MEETING

Notice is hereby given that a meeting of the Board of Public Works of the City of Beatrice, Nebraska will be held on July 1, 2026, at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska, and the meeting will be open to the attendance of the public. An agenda for such meeting is available for public inspection at the office of the Board of Public Works. Individuals with disabilities may request auxiliary aids and services necessary for participation by contacting the Board of Public Works at 402-228-5211 by June 29, 2026.

Tobias J. Tempelmeyer, City Administrator/General Manager

June 26, 2026

## MINUTES OF THE REGULAR BOARD OF PUBLIC WORKS MEETING

A regular meeting of the Beatrice Board of Public Works was held on the 10<sup>th</sup> day of June, 2026, at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

### ROLL CALL

Attending: Boardmembers: Baehr, Hartley, Jones, Trauernicht, Zarybnicky

Absent: None

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

### CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting.
- d. Approval of minutes of regular meeting on May 27, 2026, as on file in the City Clerk's Office.

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, Trauernicht, Zarybnicky

Nay: None

MOTION CARRIED.

### PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

### RESOLUTIONS

#### **Recommend a resolution executing the Utility Infrastructure & Ownership Maintenance Agreement with Southeast Community College Area, to the Mayor and City Council**

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board while reviewing utilities due to addition of the new Ag Building at Southeast Community College (SCC), it was found there was no delineation of ownership regarding utilities. This agreement lays out where ownership starts and stops, as well as defining who is responsible for the maintenance of the infrastructure.

Moved by Jones, seconded by Trauernicht, that the Mayor and City Council execute the Utility Infrastructure & Ownership Maintenance Agreement with Southeast Community College Area.

Roll Call: Yea: Baehr, Hartley, Jones, Trauernicht, Zarybnicky

Nay: None

MOTION CARRIED.

**Recommend a resolution executing the Deliverable Capacity Transaction Agreement with the City of Superior, Nebraska, to provide the City of Beatrice deliverable capacity for the Winter 2026-2027 season, to the Mayor and City Council**

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Board due to the increase in winter capacity by Southwest Power Pool's (SPP), the City needs to purchase additional capacity for this winter. This agreement is for the City of Superior to provide Beatrice with the additional capacity. Tempelmeyer stated the price per megawatt has doubled since the City entered into the contract with NextEra. Boardmember Hartley asked for clarification that the additional capacity is required even if it is not used and Tempelmeyer stated that was correct. Boardmember Zarybnicky inquired how many other companies have additional capacity. Tempelmeyer stated he was unsure, however, John Krajewski of JK Energy, knew Superior had additional capacity and Beatrice needed additional capacity, and assisted with the agreement.

Moved by Hartley, seconded by Trauernicht, that the Mayor and City Council execute the Deliverable Capacity Transaction Agreement with the City of Superior, Nebraska, to provide the City of Beatrice deliverable capacity for the Winter 2026-2027 season.

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

MOTION CARRIED.

**ORDINANCES**

There were no ordinances.

**PUBLIC FORUM**

No one appeared at public forum.

**DISCUSSIONS/REPORTS**

**Go Green | Save Green Energy Rebates & Incentives Program Review**

Tobias J. Tempelmeyer, City Administrator/General Manager, gave an overview of the **Go Green | Save Green** rebate and incentive program, which was created upon the City leaving Nebraska Public Power District (NPPD), who had a similar program. Erin Saathoff, City Clerk, reported the current balance remaining for electric rebates was approximately \$3,490.31. Tempelmeyer stated Administration will continue to monitor the balance, and will bring back for consideration to increase the funds, should we receive applications that would exceed the balance.

**General Manager's Monthly Report**

Jason Moore, Street Superintendent, reported to the Board the Street Department spent several days cleaning up the Police Department's firing range, as well as installing a roadway and parking lot. The contractor is onsite to complete the 2026 armor coating projects. The Street Department will be replacing fifteen (15) stormsewer inlets along the highway. Moore stated he and James Burroughs, City Engineer, met with the Nebraska Department of Transportation (NDOT) regarding the upcoming mill and overlay project on Highway 136, which is anticipated to occur in September. NDOT crews will be replacing the

concrete ADA ramps this summer in preparation of that project. Moore reported NDOT is doing another project west of Beatrice along Highway 136 and will extend it into the city limits from Progress Boulevard to West Scott Street.

Pat Feist, Electric Superintendent, reported crews have completed the blind alley rebuild on Jefferson Street, from 19<sup>th</sup> to 22<sup>nd</sup> Street. Work continues on the distribution line between 6<sup>th</sup> and 7<sup>th</sup> Streets, Summit to Monroe, to convert to 12.5kV. Crews are also rebuilding a line on Hill Street to Bismark Street. Crews have begun installing decorative streetlights on Ella Street, between 2<sup>nd</sup> and 3<sup>rd</sup> Street. Feist noted they continue to work through utility easement issues with the developer for the Beatrice Commons development.

James Burroughs, City Engineer, stated the concrete has all been poured for the Ella Street, 2<sup>nd</sup> to 3<sup>rd</sup>, project. Burroughs noted the street will remain closed until signs and street striping has occurred. The 7<sup>th</sup> Street, Arthur to Monroe, concrete reconstruction has begun. Burroughs reported Johnson Services will be completing additional manhole rehabilitation and sanitary sewer lining. The Engineering Department has been surveying for upcoming FY27 street and water projects.

Rob Mierau, Water Superintendent, reported to the Board the 7<sup>th</sup> Street, Grant to Garfield, watermain replacement is moving forward. Mierau anticipates the eastbound lane at 7<sup>th</sup> and Lincoln will be reopened by the end of this week, however, the Department will likely close Washington Street, from 7<sup>th</sup> to 8<sup>th</sup> Street, during the next phase of construction on the project. Installation of water infrastructure at the Beatrice Commons redevelopment has been pushed back to the end of June due to weather. Mierau reported Wayne Rickers retired last Friday, after forty-two (42) years.

Hannah Bell, Finance Director, reviewed April financials with the Board. Bell stated to help with the Water Department's operating cash, the overhead crossing and infrastructure fund will be used to offset costs of the watermain infrastructure for Corral Crossing and Heritage Heights, until the lots are sold to recover costs. Bell noted the WPC Department is still waiting for approximately \$800,000 of grant funding to be received for the grit project. The drawdown was submitted three (3) months ago.

Tobias J. Tempelmeyer, City Administrator/General Manager, noted budget meetings will be held over the next few weeks to review FY27, the second year of the biennial budget.

#### **ADJOURNMENT**

The next regular BPW Board Meeting will be July 1, 2026 at 12:00 p.m. in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska.

Moved by Hartley, seconded by Zarybnicky, that the meeting be adjourned at 12:32 p.m.

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

MOTION CARRIED.

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

**WHEREAS**, the City of Beatrice, Nebraska (“City”) owns and operates a Wastewater Treatment Facility (“WWTF”) located east of Chautauqua Park in Beatrice, Nebraska; and

**WHEREAS**, Beatrice County Club, Inc., a Nebraska nonprofit corporation, (“Country Club”) owns and operates a golf course located at 1301 Oak Street, Beatrice, Nebraska (the “Golf Course”); and

**WHEREAS**, for years the City has provided effluent water from the WWTF to the Golf Course; and

**WHEREAS**, the Country Club and the City of Beatrice, Nebraska desire to enter into a Utility Infrastructure & Ownership Maintenance Agreement to clearly delineate where the boundary of ownership and maintenance responsibilities of various utilities exist between the parties.

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 of the City of Beatrice, Nebraska are hereby authorized to execute the Utility Infrastructure & Ownership Maintenance Agreement with Beatrice Country Club, Inc., to clearly delineate where the boundary of ownership and maintenance responsibilities of various utilities exist between the parties. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 6<sup>th</sup> day of July, 2026.

Attest:

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

**UTILITY INFRASTRUCTURE OWNERSHIP & MAINTENANCE AGREEMENT**

This Agreement, dated the \_\_\_ day of \_\_\_\_\_, 2026, is entered into by and between Beatrice Country Club, Inc., a Nebraska nonprofit corporation (the "Country Club"), and the City of Beatrice, Nebraska, a municipal corporation ("City").

**WHEREAS**, the City owns and operates a Wastewater Treatment Facility ("WWTF") located east of Chautauqua Park in Beatrice, NE; and

**WHEREAS**, the Country Club owns and operates a golf course located at 1301 Oak Street, Beatrice, NE 68310 (the "Golf Course"); and

**WHEREAS**, for years the City has provided effluent water from the WWTF to the Golf Course; and

**WHEREAS**, the parties desire to memorialize their agreement and clearly delineate where the boundary of ownership and maintenance responsibility of various utilities exist between the parties.

**NOW, THEREFORE**, it is mutually understood and agreed as follows:

**1. Ownership.** The parties agree that the effluent water infrastructure including the Pump, Watertronics Control unit (Model CST-40-480-3), Pump Motor (Model # FL84), 6 inch pump suction piping and all associated valves and fittings that connect to the City's Effluent Control Building (Building #600), and 6 inch discharge force main piping and all associated valves and fittings that deliver effluent water to the Golf Course shall be designated as the Country Club's effluent water infrastructure. The Country Club shall be responsible for maintenance of the Country Club's effluent water infrastructure. The parties agree that the Effluent Control Building (Building #600) and the Lab Sampler located therein, shall be designated at the City's effluent water infrastructure. The City shall be responsible for maintenance of the City's effluent water infrastructure.

**2. Permission for Effluent Water Infrastructure on City Property.** The parties understand and agree that the City hereby grants the Country Club revocable, non-exclusive permission to maintain its existing effluent water infrastructure on City-owned property. This permission may be revoked by the City at any time and for any reason, in the City's sole and absolute discretion. The parties further acknowledge and agree that this permission does not constitute an easement, nor does it create or imply any easement rights whatsoever in favor of the Country Club on any City-owned property.

**3. Maintenance Responsibility.** The Country Club acknowledges that it bears sole responsibility for the routine maintenance, repair, inspection, rehabilitation, and replacement of the Country Club's effluent water infrastructure identified herein. The Country Club shall maintain such infrastructure in a safe, functional, and code-compliant condition in accordance with applicable federal, state, and local regulations. The City acknowledges that it bears sole

responsibility for the routine maintenance, repair, inspection, rehabilitation, and replacement of City-owned effluent water infrastructure identified herein. The City shall maintain such infrastructure in a safe, functional, and code-compliant condition in accordance with applicable federal, state, and local regulations.

**4. Costs and Expenses.** Each party hereto shall be solely responsible for all costs associated with the maintenance, repair, or replacement of its own respective utility infrastructure, as described in this Agreement. Notwithstanding the foregoing, if damage to one party's utility infrastructure is caused by the negligence or willful misconduct of the other party, its agents, employees, or contractors, the negligent or willful party shall be responsible for the costs of repairing or replacing the damaged infrastructure.

**5. Liability for Damage to City-Owned Property.** The Country Club shall be solely responsible and liable for any damage to City-owned property that is caused by the failure, malfunction, leakage, or other event related to the Country Club's effluent water infrastructure. In the event of such damage, the Country Club shall promptly reimburse the City for all costs and expenses reasonably incurred by the City to repair, replace, or restore the damaged City-owned property, including but not limited to labor, materials, equipment, engineering, and permitting costs. This obligation shall survive the termination or expiration of this Agreement.

**6. City's Right to Withhold Effluent Water Supply.** The City shall have the absolute right, in its sole and unfettered discretion, to withhold, suspend, or discontinue the supply of effluent water to the Country Club at any time and for any reason whatsoever. The City shall provide the Country Club with reasonable advance notice, when possible, of any changes to the operations or permitting at the City's wastewater treatment facility that may impact the effluent water provided to the Country Club. Without limiting the generality of the foregoing, the City may withhold effluent water due to:

- (a) changes in permitting requirements or regulatory obligations;
- (b) the City's need to use the effluent water for the operation, maintenance, or expansion of the water treatment plant; or
- (c) any emergency, including but not limited to equipment failure, system repairs, public health or safety concerns, or environmental protection needs.

The Country Club acknowledges and agrees that the City shall have no liability to the Country Club for any loss, damage, or inconvenience resulting from the City's decision to withhold effluent water under this Section.

**7. Indemnification.** Each party hereby agrees to indemnify, defend, and hold harmless the other party, its officers, employees, agents, contractors, subcontractors, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent or willful acts or omissions of the other party, its officers, employees, agents, or contractors, subcontractors,

and representatives in connection with the performance of this Agreement or the ownership, maintenance, or operation of its respective utility infrastructure described herein. This indemnification obligation shall survive the termination or expiration of this Agreement.

**8. Notices.** Notices to City shall be given to Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

Notice to Buyer shall be sent to Country Club, c/o Aaron Nielsen, PO Box 655, Beatrice, NE 68310.

**9. Updates and Amendments.** This Agreement shall remain in effect unless and until formally amended in writing by both parties. Should either party's utility infrastructure boundaries change due to construction, renovation, or other activities, the parties agree to coordinate with the other party accordingly and retain documentation of such changes in its facilities records.

**10. Assignability.** The rights and obligations set forth in this Agreement may not be assigned by either party without the prior written consent of the other party.

**11. Duly Authorized.** The Country Club is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nebraska. The Country Club has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to grant the rights and permissions provided herein. The execution, deliver, and performance of this Agreement by the Country Club has been duly authorized by all necessary corporate action.

**12. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Memorandum of Understanding.

*[Signatures on the following page.]*

Aaron Nielsen, on behalf of Beatrice Country Club, Inc., a Nebraska nonprofit corporation

Aaron Nielsen  
Aaron Nielsen, President

Attest:

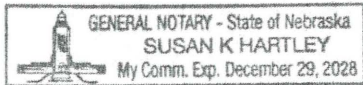
CITY OF BEATRICE, NEBRASKA  
A Nebraska Municipal Corporation

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

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

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF GAGE            )

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2026, by Aaron Nielsen, President and authorized signatory Beatrice Country Club, Inc., a Nebraska nonprofit corporation, as his voluntary act and deed on behalf of Southeast Community Country Club Area.



Susan K. Hartley  
Notary Public

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF GAGE            )

The foregoing instrument 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