

City of Beatrice, Nebraska  
Beatrice Regular City Council Meeting  
Monday, March 16, 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** – Proclaiming March 21, 2026 as “World Down Syndrome Day” – *Monte Murkle*
4. **Check Presentation from GCED to the City / Check Presentation from the City to NGage**
5. **DISCUSSIONS/REPORTS**
  - 5.a. Presentation of Auditor’s Report and the Annual Comprehensive Financial Report for the year ending September 30, 2025 – *Abby Dobson, FORVIS*
6. **CONSENT AGENDA**
  - 6.a. Approve agenda as submitted.
  - 6.b. Receive and place on file all notices pertaining to this meeting.
  - 6.c. Receive and place on file all materials having any bearing on this meeting.
  - 6.d. Approval of minutes of regular meeting on March 2, 2026, as on file in the City Clerk’s Office.
  - 6.e. Approval of Treasurer’s Report of Claims in the amount of \$1,160,525.91.
  - 6.f. Approval of BASWA Report of Claims in the amount of \$60,458.84.
  - 6.g. Approval of BPW Report of Claims in the amount of \$1,058,652.64.
  - 6.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.
  - 6.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.
  - 6.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.
  - 6.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.
  - 6.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.

- 6.m. Resolution Number 7740 reappointing Darin Baehr to the Board of Public Works.
- 6.n. Resolution Number 7741 revising the Employee Technology Usage Policy.
- 6.o. Resolution Number 7742 revising the City of Beatrice Handbook for Non-Union Employees.
- 6.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.
- 6.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.
- 6.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.
- 7. **PUBLIC HEARINGS/BIDS**
  - 7.a. Public Hearing for the purpose of considering the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.
  - 7.b. 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.
- 8. **RESOLUTIONS**
  - 8.a. 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.
  - 8.b. Resolution Number 7747 establishing various fees.
  - 8.c. Resolution Number 7748 entering into an Agreement for the Purchase and Sale of Renewable Energy Certificates between the City and ACT Commodities, Inc.
  - 8.d. 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.
  - 8.e. 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.
- 9. **ORDINANCES**

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

10. **PUBLIC FORUM**

11. **DISCUSSIONS/REPORTS**

- 11.a. City Administrator's Monthly Report.

12. **MISCELLANEOUS**

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



# PROCLAMATION

- WHEREAS,** World Down Syndrome Day is observed each year on March 21 to raise awareness, promote understanding, and advocate for the rights, inclusion, and well-being of people with Down syndrome; and
- WHEREAS,** the 2026 theme, “Together Against Loneliness,” calls upon communities, families, organizations, and individuals to recognize that loneliness is not just an emotion, but a serious challenge that can affect health, happiness, and quality of life; and
- WHEREAS,** people with Down syndrome, like all members of our community, deserve meaningful connections, opportunities to participate fully, and the assurance that they are valued, respected, and never left behind; and
- WHEREAS,** by fostering inclusive education, accessible workplaces, supportive social networks, and compassionate public spaces, we can break down barriers, build friendships, and ensure that no one faces isolation; and
- WHEREAS,** our collective action—through kindness, advocacy, and understanding—can create a society where everyone belongs, and where diversity is celebrated as a source of strength.

**NOW, THEREFORE, I, ROBERT MORGAN,** Mayor of the City of Beatrice, Nebraska, do hereby proclaim March 21, 2026, as

## WORLD DOWN SYNDROME DAY

in the City of Beatrice and encourage all citizens of Beatrice to join in the movement “Together Against Loneliness” by reaching out, connecting, and standing united for inclusion and belonging.



WITNESS MY HAND AND THE OFFICIAL SEAL of the City of Beatrice, this 16<sup>th</sup> day of March, 2026.

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Robert Morgan, Mayor



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# **Report to the Honorable Mayor and Members of the City Council**

**City of Beatrice, Nebraska**

**Results of the 2025 Financial Statement Audit, Including Required Communications**

September 30, 2025

# Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

The following matters are required communications we must make to you, including these responsibilities:

## Overview & Responsibilities

Scope of Our Audit & Inherent Limitation to *Reasonable Assurance*

Your & Our Responsibilities

Extent of Our Communication & Distribution Restriction

Group Audits

Independence Matters

Matter	Discussion
<b>Scope of Our Audit</b>	<p>This report covers audit results related to your financial statements and supplementary information:</p> <ul style="list-style-type: none"> <li>• As of and for the year ended September 30, 2025</li> <li>• Conducted in accordance with our contract dated July 2, 2025</li> </ul>
<b>Our Responsibilities</b>	<p>Forvis Mazars is responsible for forming and expressing opinions about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).</p>
<b>Audit Scope &amp; Inherent Limitations to Reasonable Assurance</b>	<p>An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and <i>Government Auditing Standards</i> issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the opinion unit being audited and did not include a detailed audit of all transactions.</p>
<b>Extent of Our Communication</b>	<p>In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.</p>
<b>Independence</b>	<p>The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.</p>
<b>Your Responsibilities</b>	<p>Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.</p>

<b>Matter</b>	<b>Discussion</b>
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**Distribution  
Restriction**

This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties:

- The Mayor
- Members of the City Council
- Others within the City

## Government Auditing Standards

Matter	Discussion
<b>Additional GAGAS Reporting</b>	<p>We also provided reports as of September 30, 2025, on the following as required by GAGAS:</p> <ul style="list-style-type: none"> <li>• Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS</li> </ul>
<b>Reporting Limitations</b>	<p>Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.</p>

## Uniform Guidance Overview & Responsibilities

Matter	Discussion
<b>Scope of Our Audit</b>	<p>We also provided reports as of September 30, 2025, on the following as required by U.S. Office of Management and Budget OMB Uniform Guidance:</p> <ul style="list-style-type: none"> <li>• Opinion on compliance for the major federal award program</li> <li>• Report on internal control over compliance</li> <li>• Schedule of Expenditures of Federal Awards</li> </ul>
<b>Audit Scope &amp; Inherent Limitations to Reasonable Assurance</b>	<p>A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.</p>

## Group Audits

### *Referred-To Auditors*

Our audit strategy included the use of the work of a referred-to auditor, resulting in a division of responsibility over the group financial statements and our report thereon

We did not audit the financial statements of the Beatrice Public Library Foundation, a discretely presented component unit.

Those statements were audited by other auditors, whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Beatrice Public Library Foundation, is based solely on the report of the other auditors. We have had communications with the other auditors during planning and throughout the audit regarding their qualifications to perform the audit, including independence, and consideration of materiality as a basis for referring to their audit report. Professional standards require that we provide you with information about our responsibilities in accordance with GAAS, as well as certain information related to the planned scope and timing of our audit.

## Other Information Accompanying the Audited Financial Statements

The audited financial statements are presented along with management's annual comprehensive financial report (ACFR). Management, or those charged with governance, is responsible for preparing the ACFR.

We were not engaged to audit the information contained in the ACFR, and as a result, our opinions do not provide assurance as to the completeness and accuracy of the information contained therein.

As part of our procedures, we read the entire report to determine if financial information discussed in sections outside the financial statements materially contradicts the audited financial statements. If we identify any such matters, we bring them to management's attention and review subsequent revisions.

## Auditor Objectives Related to Other Information

Our objectives related to the other information accompanying the audited financial statements were to:

- Consider whether a material inconsistency exists between the other information and the financial statements
- Remain alert for indications that:
  - A material inconsistency exists between the other information and the auditor's knowledge obtained in the audit, or
  - A material misstatement of fact exists or the other information is otherwise misleading
- Respond appropriately when we identify that such material inconsistencies appear to exist or when we otherwise become aware that other information appears to be materially misstated. Potential responsive actions would include requesting management to correct the identified inconsistency
- Include the appropriate communication in our auditor's report, disclosing the procedures performed on the Other Information, as well as the results obtained

## Qualitative Aspects of Significant Accounting Policies & Practices

The following matters are detailed in the following pages and included in our assessment:

**Significant Accounting  
Policies**

**Unusual Policies or  
Methods**

**Alternative Accounting  
Treatments**

**Management Judgments  
& Accounting Estimates**

**Financial Statement  
Disclosures**

**Our Judgment About the  
Quality of the City's  
Accounting Principles**

## Significant Accounting Policies

Significant accounting policies are described in Note A of the audited financial statements. The following accounting policies and practices are of significant importance to the City's financial statements.

- Fund accounting and the reconciliation of the governmental fund and government wide financial statements
- Determination of potential component units

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- Governmental Accounting Standards Board Statement No. 101, *Compensated Absences*

## Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature):

- No matters are reportable

## Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows.

- No matters are reportable

## Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Lease receivables and related deferred inflows of resources
- Accrued compensated absences
- Fair value of investments
- Allowance for uncollectible loans receivable
- Depreciable lives of capital assets
- Claims incurred but not reported
- Accrued closure and post-closure care costs
- Unbilled and accrued revenues

## Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Determination of potential component units
- Commitments and contingencies
- Tax abatements

## **Our Judgment About the Quality of the City's Accounting Principles**

During the course of the audit, we made the following observations regarding the City's application of accounting principles:

- No matters are reportable

## Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

## Proposed & Recorded Adjustments

Auditor-proposed and management-recorded entries include the following:

- Accrued interest payable and interest expenditures

## Uncorrected Misstatements

Some adjustments proposed were **not recorded** because their effect is not currently considered material. We request that all identified misstatements be corrected.

Uncorrected misstatements that were determined by management to be immaterial, both individually and in the aggregate, but more than trivial to the financial statements as a whole are included as an attachment to this communication.

While these uncorrected misstatements were deemed to be immaterial to the current-period financial statements, it is possible that the impact of these uncorrected misstatements, or matters underlying these uncorrected misstatements, could potentially cause future-period financial statements to be materially misstated.

## Other Required Communications

### Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachments)

We orally communicated to management other deficiencies in internal control identified during our audit that are not considered material weaknesses or significant deficiencies.

## Independent Auditor's Report

The Honorable Mayor and  
Members of the City Council  
City of Beatrice, Nebraska

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Beatrice, Nebraska (City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion, based on our audit and the report of the other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Beatrice, Nebraska, as of September 30, 2025, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of the Beatrice Public Library Foundation, the discretely presented component unit of the City of Beatrice, Nebraska as of September 30, 2025. Those statements were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the amounts included for the Beatrice Public Library Foundation, is based solely on the report of the other auditors.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Financial Statements" section of our report. We are required to be independent of the City of Beatrice, Nebraska, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions. The financial statements of the Beatrice Public Library Foundation were not audited in accordance with *Government Auditing Standards*.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for 12 months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison schedules be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### **Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards as required by Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the combining and individual nonmajor fund financial statements and schedules and the schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

### **Other Information**

Management is responsible for the other information included in the annual comprehensive financial report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 9, 2026, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

**Forvis Mazars, LLP**

**Lincoln, Nebraska  
March 9, 2026**

## **Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***

### **Independent Auditor's Report**

The Honorable Mayor and  
Members of the City Council  
City of Beatrice, Nebraska

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Beatrice, Nebraska (the City), as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 9, 2026. Our report includes a reference to other auditors who audited the financial statements of the Beatrice Public Library Foundation, as described in our report on the City's financial statements. The financial statements of the Beatrice Public Library Foundation were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or compliance and other matters associated with the Beatrice Public Library Foundation or that are reported on separately by those auditors who audited the financial statements of the Beatrice Public Library Foundation.

#### ***Report on Internal Control Over Financial Reporting***

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

***Report on Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

***Purpose of This Report***

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

***Forvis Mazars, LLP***

**Lincoln, Nebraska  
March 9, 2026**

## **Report on Compliance for the Major Federal Program and Report on Internal Control Over Compliance**

### **Independent Auditor's Report**

The Honorable Mayor and  
Members of the City Council  
City of Beatrice, Nebraska

#### **Report on Compliance for the Major Federal Program**

##### ***Opinion on the Major Federal Program***

We have audited the City's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on the City's major federal program for the year ended September 30, 2025. The City's major federal program is identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the City of Beatrice, Nebraska complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on its major federal program for the year ended September 30, 2025.

##### ***Basis for Opinion on the Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the City of Beatrice, Nebraska and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for the major federal program. Our audit does not provide a legal determination of City's compliance with the compliance requirements referred to above.

##### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to City's federal programs.

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the City's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### ***Report on Internal Control Over Compliance***

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

The Honorable Mayor and Members of the City Council  
City of Beatrice, Nebraska

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

**Forvis Mazars, LLP**

**Lincoln, Nebraska  
March 9, 2026**

## 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 March 16, 2026, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, and will be open to the public. An agenda for such meeting is available for public inspection at the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska, and on the City website, [www.beatrice.ne.gov](http://www.beatrice.ne.gov).

Erin Saathoff, MMC, City Clerk

March 11, 2026



**CITY OF BEATRICE, NEBRASKA**  
**MINUTES OF THE REGULAR CITY COUNCIL MEETING**  
**MARCH 2, 2026**  
**6:00 P.M.**

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The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska on the 2<sup>nd</sup> 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 February 25, 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 2026 as “Problem Gambling Awareness Month”**

Mayor Morgan presented the proclamation for “Problem Gambling Awareness Month – March 2026” to Mike Sciandra with Choices Treatment Center of Lincoln and Justin Antons, Owner of Directions Counseling, located in Beatrice, Nebraska.

**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 February 17, 2026, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$589,160.93.
- f. Approval of BASWA Report of Claims in the amount of \$20,289.14.
- g. Approval of BPW Report of Claims in the amount of \$1,591,474.29.
- h. Approval of Manager Application for David Staab, License #122385, in connection with Staab PH Units, LLC, dba Pizza Hut of Beatrice, 2400 North 6th Street, Beatrice, Nebraska.
- i. Resolution Number 7733 executing the Agreement with Iowa Western Community College, and any and all other documents necessary for the City, through its fire department, to partner with Iowa Western Community College to provide clinical and/or field educational services for student.

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

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

MOTION CARRIED.

i – Moved by McLain, seconded by Fairbanks, that Resolution Number 7733 executing the Agreement with Iowa Western Community College, and any and all other documents necessary for the City, through its fire department, to partner with Iowa Western Community College to provide clinical and/or field educational services for student, be approved, accepted, and/or ratified as presented.

Councilmember Fairbanks stated he thinks this is a great program and ask Tobias J. Tempelmeyer, City Administrator/General Manager, to explain it to the public. Tempelmeyer stated Iowa Western Community College offers an EMS program and as part of said program, students are required to obtain hands on training. This Agreement will serve as a pipeline between Iowa Western and Beatrice, to show the students and potential employees how great Beatrice is. Tempelmeyer noted there are a few students from Nebraska City that would like to come to Beatrice for training. Tempelmeyer reported the City has similar agreements with other colleges. Mayor Morgan noted his daughter graduated from this program and stated he believes offering an internship is a great benefit for the student and the City.

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

MOTION CARRIED.

#### **PUBLIC HEARINGS/BIDS**

There were no public hearings/bids.

#### **RESOLUTIONS**

**Resolution Number 7734 setting a public hearing date for the proposed annexation of 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, Parcel No. 004342100**

Mayor Morgan introduced Resolution Number 7734 setting a public hearing date for the proposed annexation of 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, Parcel No. 004342100.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7734 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this parcel was rezoned to General Industrial "GI" at the property owner's request at the last meeting. Tempelmeyer stated the City is proposing annexing the parcel and this resolution sets a public hearing, which will be held March 16, 2026, to allow the Council and public to discuss and move forward if so desired.

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 7734 – Passed and Adopted** – setting a public hearing date for the proposed annexation of 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, Parcel No. 004342100  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7735 requesting a contract extension request for the Nebraska Department of Economic Development CDBG Downtown Revitalization Project, 23-DTR-002, from the original deadline date of May 14, 2026 to May 14, 2027**

Mayor Morgan introduced Resolution Number 7735 requesting a contract extension request for the Nebraska Department of Economic Development CDBG Downtown Revitalization Project, 23-DTR-002, from the original deadline date of May 14, 2026 to May 14, 2027.

Moved by McLain, seconded by Ruh, that Resolution Number 7735 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the deadline for the Downtown Revitalization Grant is set for May 14, 2026, however, due to several applicants still having work to be completed, the City wishes to request an extension for one (1) year in order to allow the projects to be finalized. Tempelmeyer noted eight (8) projects have been awarded and only two (2) projects are completed at this time.

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 7735 – Passed and Adopted** – requesting a contract extension request for the Nebraska Department of Economic Development CDBG Downtown Revitalization Project, 23-DTR-002, from the original deadline date of May 14, 2026 to May 14, 2027  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7736 executing the Second Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., to establish a comp time – qualified and comp time – non-qualified bank**

Mayor Morgan introduced Resolution Number 7736 executing the Second Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., to establish a comp time – qualified and comp time – non-qualified bank.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7736 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this amendment stems from the One Big Beautiful Bill Act (OBBBA) regarding no tax on overtime, as defined by federal law, which is hours worked in excess of forty (40) hours per week. Tempelmeyer explained the City allows overtime to be earned in a more lenient manner. In order to be able to provide the number of overtime hours earned according to the OBBBA, Hannah Bell, Finance Director, will set up two (2) separate comp time banks, one (1) that qualifies for the no tax on overtime and the other that does not qualify.

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 7736 – Passed and Adopted** – executing the Second Amendment to the Union Contract with the International Brotherhood of Electrical Workers Local No. 1536, A.F.L.-C.I.O., to establish a comp time – qualified and comp time – non-qualified bank  
*Incorporated into the Minute Record by Reference*

**Resolution Number 7737 executing the Agreement between the City and Southeast Nebraska Development District (SEND) to retain SEND to administrate the Nebraska Game and Parks Commission National Park Service Land and Water Conservation Fund (LWCF) Stateside Assistance Program for the purpose of constructing new pickleball courts at Chautauqua Park**

Mayor Morgan introduced Resolution Number 7737 executing the Agreement between the City and Southeast Nebraska Development District (SEND) to retain SEND to administrate the Nebraska Game and Parks Commission National Park Service Land and Water Conservation Fund (LWCF) Stateside Assistance Program for the purpose of constructing new pickleball courts at Chautauqua Park.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7737 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the City was notified we will be awarded the Land and Water Conservation Fund (LWCF) grant to construct additional pickleball courts at Chautauqua Park. Tempelmeyer noted the grant agreement will likely be presented in May. This Agreement will hire SEND to administrate the grant on behalf of the City and Tempelmeyer noted SEND administrates our current LWCF grant.

Councilmember Fairbanks noted the Pickleball Association has approximately one hundred twenty (120) members and twenty (20) to thirty (30) other regular players who are not members. There are six (6) outdoor courts at Chautauqua Park and additional courts will be a great addition. Councilmember Fairbanks noted last year the Pickleball Association partnered with the City to install the seating area and the Association will be paying one hundred percent (100%) of the recent shading project. Councilmember Fairbanks noted Joni Bruhn, President of the Pickleball Association, oversees the leagues, and offers men's, women's, mixed, and youth leagues for all to participate in.

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 7737 – Passed and Adopted** – executing the Agreement between the City and Southeast Nebraska Development District (SEND) to retain SEND to administrate the Nebraska Game and Parks Commission National Park Service Land and Water Conservation Fund (LWCF) Stateside Assistance Program for the purpose of constructing new pickleball courts at Chautauqua Park  
*Incorporated into the Minute Record by Reference*

## ORDINANCES

### **Ordinance recodifying all the ordinances of the City of Beatrice, Nebraska adopting and enacting a new code for the City**

Mayor Morgan introduced an ordinance recodifying all the ordinances of the City of Beatrice, Nebraska adopting and enacting a new code for the City.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-6, 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 26-6 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-6 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this ordinance is for the recodification and reorganization of city code. Tempelmeyer, Taylor Rivera, City Attorney, Erin Saathoff, City Clerk, and CivicPlus, who the City utilizes to host its code, reviewed the code three (3) to four (4) times during the process. Tempelmeyer explained there were no substantial changes made and the most notable change was removing anything addressed by state statute. Wording was also changed to make it gender neutral. Tempelmeyer noted a recodification is suggested to occur every ten (10) to twenty (20) years and the last time the City conducted a recodification was in 1987. The new code book is a total of five hundred fifty-six (556) which was condensed from over seven hundred (700) pages. Councilmember Doyle thanked Rivera, Saathoff, and Tempelmeyer for their work on this project.

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 26-6 – Passed and Approved – recodifying all the ordinances of the City of Beatrice, Nebraska adopting and enacting a new code for the City**

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

### **Ordinance amending Sections 2-56, 3-27, 9-67, 13-69, 13-70, 13-71, 13-73, 13-74, 13-78, 13-79, 19-8, 19-13, 20-52, 26-229, and Chapter 27 and repealing Sections 2-314 and 13-45 of the Beatrice City Code**

Mayor Morgan introduced an ordinance amending Sections 2-56, 3-27, 9-67, 13-69, 13-70, 13-71, 13-73, 13-74, 13-78, 13-79, 19-8, 19-13, 20-52, 26-229, and Chapter 27 and repealing Sections 2-314 and 13-45 of the Beatrice City Code.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-7, 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 26-7 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-7 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council during the recodification process, anything after July 7, 2025 was not included in the new code book and needs to be readopted, largely so the section numbers match up. Tempelmeyer noted the changes to camping, peddler permits, and stormwater are being readopted, as well as a few minor items that were found upon final review of the code. Section 2-56 added "acting mayor" for the signing of minutes and removed "spread upon the journal" terminology. Section 3-27 added "right-of-ways" to areas billboards and similar signage are not allowed on. Section 9-67 used to refer to the "chief of the fire department", however, we use the title fire chief. The sections in Section 13 regarding peddler permits are being readopted to match the current numbering system. Section 19-8 is being readopted to match the current numbering system regarding camping and Section 19-13 removes unnecessary language relating to the public properties director publishing rules and regulations regarding the city parks. Section 20-52 previously only listed information regarding the operation and maintenance of the wastewater funds and the proposed change adds the electric and water system. Section 26-229 corrected the Department of Water, Energy, and Environment (DWEE) name. Chapter 27 regarding stormwater was readopted. Section 2-314 repealed an annual public report of outstanding claims which has not been done for over twenty (20) years and Section 13-45 regarding a peddler refusing to leave the premises upon request, as it falls under criminal trespassing.

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 26-7** – Passed and Approved – amending Sections 2-56, 3-27, 9-67, 13-69, 13-70, 13-71, 13-73, 13-74, 13-78, 13-79, 19-8, 19-13, 20-52, 26-229, and Chapter 27 and repealing Sections 2-314 and 13-45 of the Beatrice City Code

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

**Ordinance vacating All of Lots Nine (9) through Fifteen (15), Jamestowne Square, City of Beatrice, Gage County, Nebraska**

Mayor Morgan introduced an ordinance vacating All of Lots Nine (9) through Fifteen (15), Jamestowne Square, City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-8, 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 26-8 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-8 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council Christ Community Church realized over the years, the property owners along Elk Street, had been encroaching upon the Church property. In effort to clean up the property line, the Church wishes to plat their property and replat the ten (10) to fifteen (15) feet to the property owners in the event of any ownership changes in the future. Councilmember Hydo noted she believes the Church is being very kind to give the property owners the extra property and wondered how this occurred. Tempelmeyer noted over time the lot line has just been extended with mowing, gardens, etc. Mayor Morgan thanked the Church for cleaning up the property line.

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 26-8 – Passed and Approved – vacating All of Lots Nine (9) through Fifteen (15), Jamestowne Square, City of Beatrice, Gage County, Nebraska**

*The passage and adoption of said motion having been concurred in by a majority of the members elected to the City Council, said ordinance was by the Mayor declared passed and approved and the Mayor signed and approved said ordinance and the City Clerk attested the passage and approval of the same and affixed her signature and the Seal of the City thereto.*

#### **Ordinance approving Jamestowne Square First Addition plat**

Mayor Morgan introduced an ordinance approving Jamestowne Square First Addition plat.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-9, 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 26-9 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-9 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this ordinance is to replat the vacated property lines and plat the Church property, which was not previously platted. Tempelmeyer noted the Planning and Zoning Commission recommended approval of this plat.

Tempelmeyer stated the City had the Church plat in the other part of the right-of-way along 27<sup>th</sup> Street, in the event that the area along Lincoln Street develops, there will be street access available.

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 26-9** – Passed and Approved – approving Jamestowne Square First Addition plat

*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**

Larry Wolken, 1921 Irving Street, appeared before the Council regarding the \$50.00 per load cost for taking loads of limbs from cleaning up his rental properties to the Landfill, noting he should qualify for the residential rate of \$5.00 per load since the limbs are coming from his rental properties and he is not a commercial business.

**DISCUSSIONS/REPORTS**

**Gage Development Coalition Update**

Caleb Fjone, Director of Gage Development Coalition, gave an update on the Placer.ai solution Gage Development Coalition will be utilizing and a tourism app he has been working on to the Council. Fjone stated the Placer.ai solution will be helpful in collecting data analytics, enhancing economic development, and tourism. Fjone explained data is collected through the algorithm from cell phones, reporting data such as physical visits to a business, as well as the number of repeat visits. This information can also be helpful in assisting businesses by providing the time people are more likely to be in the area. Fjone reported to the Council when he presented a demonstration to the County, the information pulled from the people shopping at Indian Creek Mall, showed Texas Roadhouse would be a desired business in Beatrice, as many people will drive at least thirty (30) minutes to the restaurant.

Fjone reviewed the app he has been working on as well to be used as a tool for all of Gage County, Gage Connect. The goal is to have everyone push the app as a place to find the most current events and happenings within the County, which can also be filtered to a specific zip code and can also create an itinerary to get more outsiders to stay in the County longer.

Fjone noted the app could also be tied to business retention and expansion, as well as collecting information on public infrastructure or barriers preventing a business from opening. Councilmember Fairbanks inquired once information has been collected showing what type of business would be well suited in Beatrice, will Fjone reach out to that business and Fjone stated he will have the capability of sending them an email directly and attaching the report for their review.

Councilmember Doyle inquired what the timeframe for the app is and Fjone is hopeful the app will be ready prior to Christmas, depending upon how long the build out time will be. Councilmember Doyle

inquired how the merger of the three (3) organizations is going and what the Board has given Fjone as what direction they want him to take moving forward. Fjone noted the new Board officially takes action at the end of March and stated one (1) of the first things done will be to create a strategic plan for the next three (3) years. Councilmember McLain noted there are three (3) separate committees: Finance, Events, and Membership, reviewing each area. Mayor Morgan stated the Council would like to have Fjone come back in a couple of months after the plan has been put into place to receive an update.

### ADJOURNMENT

The next regular City Council meeting is March 16, 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 7:12 p.m.

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

MOTION CARRIED.

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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor

**City Claims approved as follows:** (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): 3 & 33 Mutual Aid Assoc, Fe, \$25.00; A T And T Mobility, Se, \$52.06; Abbott Portable Toilets, Se, \$500.00; Ace Interdiction Tactics, Fe, \$299.00; All Copy Products, Se, \$271.54; Ambetter, Re, \$551.60; American Horticulture Society, Fe, \$50.00; Autozone, Su, \$9.97; Beatrice Community Hospita, Se, \$360.00; Beatrice Iron And Metal Co, Su, \$398.12; Beatrice Ready Mixed, Su, \$1,354.25; Beatrice Sand And Gravel, Su, \$2,553.00; Biblionix, fe, \$3,795.00; Bizco Inc, Su, \$2,592.01; Black Hills Energy, Se, \$6,606.15; Bomgaars Supply Inc, Su, \$815.48; Bound Tree Medical Llc, Su, \$2,706.68; Bragg, Robert, Se, \$6,000.00; Carahsoft Technology Corporation, Se, \$2,740.08; Cary's Cleaning, Se, \$4,935.72; Caselle, Inc, Se, \$4,840.00; Charter Communications, Se, \$12.37; City Motor Supply, Su, \$1,030.98; City Service Valcon Llc, Su, \$31,546.89; City Treas. Petty Cash, Re, \$67.50; City Treasurer, Re, \$285,662.34; Civicplus Llc, Su, \$867.31; Column Software Pbc, Fe, \$225.95; Das State Acctg-Central Finance Ocio, Se, \$45.00; Dawgs Sports Specialties, Su, \$187.00; Dlt Solutions Llc, Se, \$3,086.50; Eakes, Inc, Su, \$1,063.65; Echo Group, Inc, Su, \$20.53; Endicott Clay Products Company, Su, \$3,672.00; First Wireless Inc, Se, \$1,039.53; Fletcher's Decorating Inc, Re, \$14,065.00; Gage County Court, Fe, \$306.00; Gage County Eqpt Inc, Su, \$43.68; Gage County Register Of Deeds, Fe, \$86.00; Galls Llc, Su, \$193.56; Gb Auto Service Inc, Se, Su, \$264.97; Global Payments, Fe, \$48.80; Government Finance Officers Assoc, Fe, \$1,850.00; Grainger, Su, \$3,490.00; Hamm Glass, Inc, Su, \$35.00; Hard Rock Quarries Llc. Su, \$364.50; Heartland Business Systems Llc, Se, \$441.00; Holiday Inn-Kearney, Se, \$1,214.55; Industrial Networking Solutions, Su, \$1,321.28; Inland Truck Parts And Service, Su, \$7.29; Interstate Power Systems, Inc, Se, Su, \$4,702.83; Jeo Consulting Group Inc, Se, \$5,447.50; Johnny's Welding Inc, Se, Su, \$707.21; Kiesler Police Supply, Su, \$11,849.70; Lammel Plumbing Inc, Se, Su, \$1,647.52; Lampton Welding Supply Co., Inc, Su, \$818.35; Landmark Implement Inc, Su, \$363.24; Larry's Tire And Service Inc., Se, Su, \$150.00; League Of Nebr. Municipalities, Fe, \$1,069.62; Lighthouse Uniform Co, Su, \$1,189.76; L-Tron Corporation, Su, \$888.17; Mead Lumber And Rental-Beatrice, Su, \$289.07; Merchant Mcintyre & Assoc Llc, Fe, \$8,000.00; Mes I Acquisition Inc, Su, \$181.00; Motorola Solutions, Inc, Fe, \$2,300.00; Nationwide, Fe, \$50.00; Nebraska Dept. Environment And Energy, Fe, \$40.00; Nebraska Title Company, Fe, \$931.50; Nmc, Inc, Su, \$523.80; Nutrien Ag Solutions, Su, \$2,756.25; Oakview Veterinary Clinic, Su, \$165.19; Olsson Inc, Se,

\$4,000.00; One Source Parts, Llc. Su, \$1,335.16; O'reilly Auto Parts, Su, \$303.35; Paymentech, Fe, \$861.52; Play-Pro Recreation Llc, Ex, \$87,315.58; Plymouth Electric Inc, Se, \$204.00; Priority Printing, Su, \$1,366.72; Rdo Truck Center Co, Su, \$1,064.50; Reef Tectonics, Inc., Se, Su, \$236.45; Refuse Inc, Su, \$1,255.18; Rewound Power Motors Sls And Svc Inc, Su, \$13.53; Roehr's Machinery Inc, Su, \$203.54; Rollins Inc, Se, \$162.60; Saathoff, Erin, Re, \$101.50; Sack Lumber Company, Su, \$34.54; Sapp Brothers, Su, \$5,207.91; Schuster's Outdoor And Rv Inc, Su, \$628.00; State Fire Marshal Training Division, Fe, \$100.00; State Of Nebraska, Se, \$818.33; Summit Fire Protection Co, Se, Su, \$68.00; Sun Blockers, Se, \$630.00; Sunny Smith, Se, \$810.00; Swana, Fe, \$355.00; Tempelmeyer, Tobias, Re, \$120.35; T-Mobile Usa Inc, Se, \$50.00; Tractor Supply, Su, \$95.94; Travelers, Fe, \$39,444.00; Trizetto Provider Solutions, Se, \$106.91; Truck Center Companies, Su, \$4,927.87; Tsys Merchant Solutions, Fe, \$5,803.98; U.S. Postal Service (Postage By Phone), Su, \$3,000.00; Unifirst Corporation, Se, \$87.88; Verizon Wireless, Se, \$4,081.17; Walker Uniform Rental, Se, \$112.89; Waters Edge Aquatic Design Llc, Ex, \$4,350.00; Westlake Ace Hardware, Su, \$600.44; Windstream, Se, \$710.22; Witmer Public Safety Group, Inc, Su, \$95.00; Wrightsman Plbg And Heat Inc, Su, \$434.96; Xpress Bill Pay, Fe, \$567.50

**BPW Claims approved as follows:** (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Altec Industries, Inc., Su, \$100.79; American Electric Power, Se, \$1,093,751.92; Beatrice Iron And Metal, Su, \$40.09; Beatrice Ready Mixed, Su, \$302.14; Black Hills Energy, Se, \$2,272.52; Bomgaars Supply Inc, Su, \$194.42; Border States Industries, Inc, Su, \$5,906.00; Carpenter Paper Company, Su, \$203.51; Cary D Udell, Se, \$1,313.39; Cintas Loc 749, Se, \$70.00; City Treasurer, Re, \$94.50; Column Software Pbc, Se, \$13.02; Core And Main, Su, \$633.16; Craig, Duane L, Re, \$28.00; Datashield Corporation, Se, \$54.53; Dawgs Sports Specialties, Su, \$228.00; Diamond T Truck And Trailer, Se, \$194.06; Dutton-Lainson Co, Su, \$3,251.24; Echo Group, Inc., Su, \$510.81; Fischer Estate, John E, Re, \$355.58; Government Fianace Officers Assoc, Fe, \$1,650.00; Grainger, Su, \$45.73; Husker Electric Supply, Su, \$8,767.84; Jk Energy Consulting Llc, Se, \$2,160.00; Johnny's Welding, Inc., Su, \$32.57; Lammel Plumbing, Inc., Su, Se, \$1,221.70; Lincoln Winwater Works, Su, \$8,505.96; Mead Lumber Company, Su, \$580.92; Ne Department Of Revenue, Fe, \$108,032.87; Ne Dept Water Energy And Environment, Fe, \$150.00; Nebraska Public Health Environmental Lab, Se, \$184.00; Nebraska Public Power District, Se, \$22,372.48; Nextera Energy Resources, Se, \$226,427.99; North American Electric Reliability Corp, Fe, \$3,541.67; Northern Safety Company, Su, \$357.40; Olsson, Inc., Se, \$6,039.67; O'reilly Automotive, Inc., Su, \$113.18; Pace, Elliot D, Re, \$150.00; Powertech Llc, Se, \$991.00; Priority Printing, Su, \$684.10; Quadient Leasing Usa Inc, Se, \$884.64; Roehr's Machinery, Inc., Su, \$139.45; Sack Lumber Company, Su, \$428.03; Sapp Bros. Petroleum, Inc., Su, \$5,512.12; Tractor Supply Company, Su, \$27.94; Travelers, Fe, \$11,391.00; Truck Center Companies, Se, Su, \$5,679.03; Tyndale Company, Inc., Su, \$881.39; Viking Painting Llc, Se, \$13,000.00; Western Area Power Administration, Se, \$51,497.01; Westlake Hardware, Inc., Su, \$439.40; Wrightsman Plbg, Heat And Cool, Inc., Su, \$67.52

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>GENERAL FUND</b>					
1350	BOARD OF PUBLIC WORKS	EPA GRIT DRAWDOWN #	EPA Grit Drawdown #1	03/05/2026	385,739.78
Total :					385,739.78
<b>ADMINISTRATION</b>					
960	BEATRICE HUMANE SOCIETY	MARCH 2026	Monthly Contractual Service Fee	03/01/2026	5,000.00
1350	BOARD OF PUBLIC WORKS	86-11870	City Admin postage - Feb26	02/27/2026	276.35
1350	BOARD OF PUBLIC WORKS	86-11870	Ambulance postage - Feb26	02/27/2026	144.40
9650	CARDMEMBER SERVICE	0909-FY26	parking f/League Conf	02/23/2026	12.00
9650	CARDMEMBER SERVICE	4967-FY26	Link Shortener/Tracker f/Community Relations	02/22/2026	120.00
9650	CARDMEMBER SERVICE	5660-FY26	desserts f/employee recognition dinner	02/20/2026	73.11
9650	CARDMEMBER SERVICE	7180	parking f/League Conf	02/24/2026	6.00
9650	CARDMEMBER SERVICE	7295	Beatrice Daily Sun monthly subscription	02/24/2026	38.99
9650	CARDMEMBER SERVICE	8327	SHRM Membership f/Saathoff	02/28/2026	299.00
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Admin Health Insurance Funding	03/01/2026	25,200.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	10,810.00
12310	CivicPlus LLC	361748	Recodification of City Code w/10 printed copies & onli	01/31/2026	4,025.00
12490	COLUMN SOFTWARE PBC	7FF24556-0661	Notice of P&Z Mtg - 3/16/26	02/17/2026	9.06
12490	COLUMN SOFTWARE PBC	7FF24556-0662	Notice of Mtg - 3/16/26	02/17/2026	9.63
12490	COLUMN SOFTWARE PBC	7FF24556-0666	Notice of CC Public Hearing f/Annex Armstong Prope	02/19/2026	7.93
12490	COLUMN SOFTWARE PBC	7FF24556-0667	Notice of P&Z Public Hearing f/Annex Armstong Prop	02/19/2026	8.49
12490	COLUMN SOFTWARE PBC	7FF24556-0668	Notice of P&Z Public Hearing f/Campus Overlay Distri	02/23/2026	12.46
12490	COLUMN SOFTWARE PBC	7FF24556-0669	Notice of P&Z Public Hearing f/Campus Overlay Distri	02/23/2026	11.33
12490	COLUMN SOFTWARE PBC	7FF24556-0672	CC Minutes - 2/17/26	02/27/2026	206.13
12490	COLUMN SOFTWARE PBC	7FF24556-0673	Ord 26-9	02/27/2026	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0674	Ord 26-7	02/27/2026	32.28
12490	COLUMN SOFTWARE PBC	7FF24556-0675	Ord 26-8	02/27/2026	18.69
12490	COLUMN SOFTWARE PBC	7FF24556-0676	Ord 26-6	02/27/2026	20.39
12490	COLUMN SOFTWARE PBC	7FF24556-0677	Ad f/Bids - Hannibal Park Field 8	03/02/2026	29.45
3680	GAGE COUNTY REGISTER OF DEEDS	02202026	Agmt City of Beatrice/VanWinkle	02/20/2026	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	02242026	Dot Fletcher	02/24/2026	22.00
3680	GAGE COUNTY REGISTER OF DEEDS	02252026	Ord City of Beatrice	02/25/2026	34.00
3680	GAGE COUNTY REGISTER OF DEEDS	02272026	Wty Landmark Snacks LLC	02/27/2026	10.00
3680	GAGE COUNTY REGISTER OF DEEDS	02272026	Wty RWR LLC	02/27/2026	16.00
11311	Paymentech	5707000-FEB28	Monthly CC Fees - City	02/28/2026	369.79
12005	TriZetto Provider Solutions	4G14032600	Electronic Claims - 165 - February 2026	03/01/2026	101.97
11312	Xpress Bill Pay	INV-XPR033042	Monthly CC Fees - City	02/28/2026	278.79
Total ADMINISTRATION:					47,245.63
<b>COMMUNITY DEVELOPMENT</b>					
1350	BOARD OF PUBLIC WORKS	86-11870	Community Development postage - Feb26	02/27/2026	59.44
9650	CARDMEMBER SERVICE	6194-FY26	IFGC study guide	02/13/2026	87.50
9650	CARDMEMBER SERVICE	6601-FY26	concrete manual	02/10/2026	106.50
9650	CARDMEMBER SERVICE	6791-FY26	Registration f/Continuing Education	02/04/2026	810.00
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Insp. Health Insurance Funding	03/01/2026	8,400.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	258.00
3680	GAGE COUNTY REGISTER OF DEEDS	03022026	Ease RWR LLC	03/02/2026	16.00
3680	GAGE COUNTY REGISTER OF DEEDS	03022026	Subper Dekoning/Steelman	03/02/2026	40.00
Total COMMUNITY DEVELOPMENT:					9,777.44
<b>POLICE ADMINISTRATION</b>					
9650	CARDMEMBER SERVICE	0083-FY26	notepads	02/03/2026	26.90
9650	CARDMEMBER SERVICE	4955	Typewriter	02/03/2026	302.90

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9650	CARDMEMBER SERVICE	6160-FY26	3) filter f/refridgerator	02/25/2026	38.67
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	PD Health Insurance Funding	03/01/2026	6,300.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	168.00
Total POLICE ADMINISTRATION:					6,836.47
<b>POLICE VAC</b>					
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	VAC Health Insurance Funding	03/01/2026	2,800.00
Total POLICE VAC:					2,800.00
<b>POLICE COMMUNICATIONS</b>					
9650	CARDMEMBER SERVICE	8332-FY26	2) headset	02/16/2026	167.95
12445	Centurylink Communications LLC	772645130	911 phones - Feb 16-Mar 15 2026	02/16/2026	1,126.34
12445	Centurylink Communications LLC	772645130	Mech Vesta Bundle Jan 16-Feb 15 2026 - Auburn	02/16/2026	2,253.06
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Comm. Health Insurance Funding	03/01/2026	28,000.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	267.00
11267	DAS STATE ACCTG-CENTRAL FINANC	1514596	TELETYPE- February 2026	02/23/2026	614.40
11267	DAS STATE ACCTG-CENTRAL FINANC	1516510	TELETYPE- February 2026	03/11/2026	45.00
4730	Jobman, Russell	REIMB. FEB26	Reimb 2 meals and mileage - Training in Kearney	03/02/2026	255.55
3025	Language Line Services	11850738	Interpretation access line - February 2026	02/28/2026	4.72
11289	MOTOROLA SOLUTIONS, INC	1411235298	1-license) LPR yearly fee	02/18/2026	412.80
1062	Nemaha County	CITY SHARE INS FY26	City share - Miller Monroe Farrell Ins.	02/19/2026	84.61
Total POLICE COMMUNICATIONS:					33,231.43
<b>POLICE PATROL</b>					
11930	A T and T Mobility	606225	Record Request f/Subpeona	02/09/2026	95.00
11938	Bizco Inc	INV00466914	screen support	02/28/2026	48.97
1350	BOARD OF PUBLIC WORKS	86-11870	Police Dept postage - Feb26	02/27/2026	30.18
9650	CARDMEMBER SERVICE	0017-FY26	undercover wire minutes	02/07/2026	33.29
9650	CARDMEMBER SERVICE	0674-FY26	hard drives f/homicide court case	02/02/2026	173.64
9650	CARDMEMBER SERVICE	0908-FY26	credit - return daisy wheel f/typewriter	02/27/2026	89.15-
9650	CARDMEMBER SERVICE	2407	500) gun application	02/06/2026	113.64
9650	CARDMEMBER SERVICE	2407	500) gun certificate	02/06/2026	76.68
9650	CARDMEMBER SERVICE	2407	shipping/cc charge	02/06/2026	26.21
9650	CARDMEMBER SERVICE	3819-FY26	credit - return 3) filter f/refridgerator	02/27/2026	23.17-
9650	CARDMEMBER SERVICE	5803	medical pouch	02/18/2026	9.18
9650	CARDMEMBER SERVICE	5879	2) tactical pouch	02/12/2026	28.99
9650	CARDMEMBER SERVICE	6666-FY26	Halo Care Collar monthly subscription	02/11/2026	9.99
9650	CARDMEMBER SERVICE	7909 3732	targets f/range supplies	02/23/2026	1,513.98
9650	CARDMEMBER SERVICE	7909 3732	Shipping	02/23/2026	292.63
9650	CARDMEMBER SERVICE	7928	daisy wheel f/typewriter	02/18/2026	98.89
9650	CARDMEMBER SERVICE	8637	5) uniform pant, 2) uniform shirt	02/05/2026	412.14
9650	CARDMEMBER SERVICE	8637	3) camera mount	02/05/2026	96.42
9650	CARDMEMBER SERVICE	9576	3) filter f/refridgerator	03/01/2026	32.01
9650	CARDMEMBER SERVICE	9648	5) training gun	02/18/2026	324.00
9650	CARDMEMBER SERVICE	9648	1) training baton	02/18/2026	165.00
9650	CARDMEMBER SERVICE	9648	shipping	02/18/2026	22.95
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	PD Health Insurance Funding	03/01/2026	63,700.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	992.00
12566	DATASHIELD CORPORATION	0186296	Shredding Service - PD - February 2026	02/23/2026	54.53
3720	GALLS LLC	034153607	gloves	02/20/2026	46.98
3720	GALLS LLC	034153607	Shipping	02/20/2026	3.02
3720	GALLS LLC	034330820	1) uniform cap	03/07/2026	56.70
3720	GALLS LLC	034330820	Shipping	03/07/2026	3.71
12709	JOHNSON COUNTY SHERIFF'S OFFIC	00120	Registration f/Basic Special Weapons & Tactics Cour	03/05/2026	300.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4780	JONES AUTOMOTIVE, INC	2-64761	Labor - install 2) camera - vigilant LPR system	02/16/2026	675.00
4780	JONES AUTOMOTIVE, INC	2-64761	Misc supplies	02/16/2026	30.00
4780	JONES AUTOMOTIVE, INC	2-64761	Supplies - waterproof fitting	02/16/2026	62.01
4780	JONES AUTOMOTIVE, INC	2-64762	Labor - install 2) camera - vigilant LPR system	02/16/2026	675.00
4780	JONES AUTOMOTIVE, INC	2-64762	Misc supplies	02/16/2026	30.00
4780	JONES AUTOMOTIVE, INC	2-64762	Supplies - waterproof fitting	02/16/2026	62.01
6800	NORTHEAST AUTO	10837	TOW - Case #26-1867	03/05/2026	200.00
12003	Oakview Veterinary Clinic	162911	2) Sensitive Stomach & Skin K-9 f/Thomas	02/19/2026	130.74
7060	O'REILLY AUTO PARTS	0749-134514	battery, 2) wiper blade	02/24/2026	264.97
7060	O'REILLY AUTO PARTS	0749-134519	1) wiper fluid	02/24/2026	6.49
7590	PRECISION AUTO TUNE INC.	2695	Labor - LOF f/17 Interceptor	02/06/2026	12.00
7590	PRECISION AUTO TUNE INC.	2695	Supplies - 6) oil f/17 Interceptor	02/06/2026	21.54
7590	PRECISION AUTO TUNE INC.	2695	Labor - clean throttle body f/17 Interceptor	02/06/2026	88.90
7590	PRECISION AUTO TUNE INC.	2695	Shop supplies f/17 Interceptor	02/06/2026	9.19
7590	PRECISION AUTO TUNE INC.	2744	Labor - LOF f/22 Interceptor	02/18/2026	12.00
7590	PRECISION AUTO TUNE INC.	2744	Supplies - 6) oil f/22 Interceptor	02/18/2026	21.54
7590	PRECISION AUTO TUNE INC.	2744	Shop supplies f/22 Interceptor	02/18/2026	2.51
7590	PRECISION AUTO TUNE INC.	2755	Labor - LOF f/16 Tahoe	02/20/2026	12.00
7590	PRECISION AUTO TUNE INC.	2755	Supplies - 6) oil f/16 Tahoe	02/20/2026	21.54
7590	PRECISION AUTO TUNE INC.	2755	Labor - R&R sway bar bushing kit f/16 Tahoe	02/20/2026	44.45
7590	PRECISION AUTO TUNE INC.	2755	Supplies - sway bar bushing kit f/16 Tahoe	02/20/2026	12.61
7590	PRECISION AUTO TUNE INC.	2755	Shop supplies f/16 Tahoe	02/20/2026	6.80
7590	PRECISION AUTO TUNE INC.	2813	Labor - LOF f/20 Tahoe	03/06/2026	12.00
7590	PRECISION AUTO TUNE INC.	2813	Supplies - 8) oil f/20 Tahoe	03/06/2026	28.72
7590	PRECISION AUTO TUNE INC.	2813	Shop supplies f/20 Tahoe	03/06/2026	3.05
12706	PROJECT LIFESAVER INC	Q260007697	10) Transmitter 1-yr kit	03/02/2026	3,990.00
12706	PROJECT LIFESAVER INC	Q260007697	3) 4-pk color case	03/02/2026	135.00
12706	PROJECT LIFESAVER INC	Q260007697	45) o-ring f/case	03/02/2026	11.25
12706	PROJECT LIFESAVER INC	Q260007697	16) 6-pk band	03/02/2026	192.00
12706	PROJECT LIFESAVER INC	Q260007697	5) o-ring lubricant kit	03/02/2026	18.75
12706	PROJECT LIFESAVER INC	Q260007697	2) transmitter battery tester	03/02/2026	86.00
12706	PROJECT LIFESAVER INC	Q260007697	25) battery	03/02/2026	28.75
12706	PROJECT LIFESAVER INC	Q260007697	Shipping/Handling	03/02/2026	37.43
1008	TRANSUNION RISK AND ALTERNATIV	41141-FEB26	Records Search - February	03/01/2026	100.00
<b>Total POLICE PATROL:</b>					<b>75,692.66</b>
<b>FIRE ADMINISTRATION</b>					
9650	CARDMEMBER SERVICE	0125-FY26	keyboard mat	03/01/2026	18.99
9650	CARDMEMBER SERVICE	0757	Registration f/MVD Conf - Daake	02/17/2026	455.35
9650	CARDMEMBER SERVICE	1826	log book	02/11/2026	23.10
9650	CARDMEMBER SERVICE	7610	parking f/Municipal Chief Meeting - Daake	02/24/2026	7.50
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	FD Ad Health Insurance Funding	03/01/2026	5,600.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	1,383.00
2530	CREIGHTON UNIVERSITY-EMS ED	2026022721	Critical Care Paramedic Tuition - Kieper	02/27/2026	1,400.00
12566	DATASHIELD CORPORATION	0186295	Shredding Service - Fire - February 2026	02/23/2026	54.53
12465	WITMER PUBLIC SAFETY GROUP, INC	INV841704	Shipping	02/19/2026	24.03
<b>Total FIRE ADMINISTRATION:</b>					<b>8,966.50</b>
<b>FIRE SUPPRESSION</b>					
11790	Awards Unlimited, Inc	328491	2) PAT tag f/Neeman	02/25/2026	15.94
11790	Awards Unlimited, Inc	328491	2) PAT tag f/Hanson	02/25/2026	15.94
11790	Awards Unlimited, Inc	328491	2) PAT tag f/Koster	02/25/2026	15.94
11790	Awards Unlimited, Inc	328491	2) white tag engraving f/Daake	02/25/2026	15.94
11790	Awards Unlimited, Inc	328491	Shipping	02/25/2026	5.34
12095	Bomgaars Supply Inc	555325	humidifier	02/27/2026	14.99

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9650	CARDMEMBER SERVICE	0620	pine-sol, tissues, towels, paper towel holder, spray bo	02/11/2026	118.87
9650	CARDMEMBER SERVICE	1451	chalkboard	02/16/2026	94.99
9650	CARDMEMBER SERVICE	2178	2) toilet bowl cleaner	03/01/2026	4.12
9650	CARDMEMBER SERVICE	2265	glow plug, grill brush, grease cup liners	03/01/2026	48.37
9650	CARDMEMBER SERVICE	3836	dishwasher pods, felt-tip pens, 3) shower curtain	02/25/2026	84.88
9650	CARDMEMBER SERVICE	4404-FY26	blue shop towels	02/11/2026	18.98
9650	CARDMEMBER SERVICE	5184-FY26	paper towels	02/11/2026	43.81
9650	CARDMEMBER SERVICE	5488	mini cordless vacuum	02/12/2026	69.99
9650	CARDMEMBER SERVICE	8527	white board, velcro	02/12/2026	49.79
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	FD Health Insurance Funding	03/01/2026	47,040.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	200.00
9730	WALKER UNIFORM RENTAL	1459579	Shop Towel Service	03/05/2026	26.70
12465	WITMER PUBLIC SAFETY GROUP, INC	INV841704	1) pull-on Fire boots	02/19/2026	532.15
Total FIRE SUPPRESSION:					48,416.74
<b>FIRE AMBULANCE</b>					
890	BEATRICE COMMUNITY HOSPITAL	714	Laundry Service - February 2026	03/03/2026	465.00
1420	BOUND TREE MEDICAL LLC	86109920	2) nasal cannula, adult	02/23/2026	119.00
1420	BOUND TREE MEDICAL LLC	86109920	5) O2 pulse oximeter	02/23/2026	459.95
1420	BOUND TREE MEDICAL LLC	86109920	3) exam glove, lg	02/23/2026	548.70
1420	BOUND TREE MEDICAL LLC	86109920	3) IV start kit	02/23/2026	448.50
1420	BOUND TREE MEDICAL LLC	86109920	2) IV admin kit	02/23/2026	269.00
1420	BOUND TREE MEDICAL LLC	86113388	1) sensor	02/25/2026	245.99
1420	BOUND TREE MEDICAL LLC	86113388	1) i-Gel size 1.5	02/25/2026	209.90
1420	BOUND TREE MEDICAL LLC	86113388	1) i-Gel size 2.0	02/25/2026	209.90
1420	BOUND TREE MEDICAL LLC	86113388	2) oxygen regulator	02/25/2026	161.98
1420	BOUND TREE MEDICAL LLC	86113388	2) snap-lok, red	02/25/2026	109.98
1420	BOUND TREE MEDICAL LLC	86113388	1) i-Gel size 2.5	02/25/2026	209.90
9650	CARDMEMBER SERVICE	2275	Paramedic Recertification App fee f/Leseberg	02/07/2026	32.00
9650	CARDMEMBER SERVICE	6446	Paramedic Recertification Application Fee	02/12/2026	32.00
12541	CARTHEL, JASON L	02102026	1-hr Administration, mileage	02/10/2026	178.00
2010	CITY MOTOR SUPPLY	915784	4) 2.5 gal DEF	03/10/2026	69.08
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	EMS Health Insurance Funding	03/01/2026	20,160.00
2040	CITY TREAS. PETTY CASH	P-CASH 03-16-2026	9) Meal - OTT	03/12/2026	67.50
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	250.00
2080	CITY TREASURER	W-O AMBUL-MAR26	W-O Ambulance bad debt - send to CA	03/10/2026	29,245.73
3210	FARMERS COOPERATIVE	200370-FEB26	Labor - LOF f/M2	02/28/2026	25.00
3210	FARMERS COOPERATIVE	200370-FEB26	Supplies - oil filter, air filter f/M2	02/28/2026	110.74
3210	FARMERS COOPERATIVE	200370-FEB26	Supplies - 14) oil f/M2	02/28/2026	143.45
8450	JEREMY SEGGERMAN	ED. ASSISTANCE - SPRIN	Educational Assistance - Spring 2026 Semester	03/13/2026	950.61
5110	LAMPTON WELDING SUPPLY Co., INC	0001155614	Cylinder rent - Fire	02/28/2026	529.46
5110	LAMPTON WELDING SUPPLY Co., INC	0020334055	Medical Oxygen	02/25/2026	524.05
5110	LAMPTON WELDING SUPPLY Co., INC	0020338370	Medical Oxygen	03/04/2026	189.71
12085	VendNovation, LLC	2026-000698	Annual software f/ medical vending machine - 4/26 -	03/04/2026	1,200.00
12358	Whitehead Oil Company	INV-46973	1) 5-gal Premium wash f/medic units	03/04/2026	129.97
Total FIRE AMBULANCE:					57,295.10
<b>PUBLIC PROPERTIES</b>					
840	BEATRICE AREA SOLID WASTE AGNC	236-FEB26	Pub prop - tipping fee	02/28/2026	8.96
9650	CARDMEMBER SERVICE	0491-FY26	door closer f/Library	02/18/2026	902.60
2010	CITY MOTOR SUPPLY	915446	2) coolant	03/02/2026	38.98
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Pub Prop Health Insurance Fund	03/01/2026	11,200.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	425.00
12230	Earl's Window Service	02262026	Clean windows - February 26 f/Fire Station	02/26/2026	94.00
4700	ECHO GROUP, INC	S011630088.001	cover, switch f/HP outdoor batting cages	02/11/2026	43.18

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
4700	ECHO GROUP, INC	S011630088.002	box f/HP outdoor batting cages	02/25/2026	20.40
3210	FARMERS COOPERATIVE	3010-FEB26	18.106 gal Super No Lead @ 2.39589	02/28/2026	43.38
3210	FARMERS COOPERATIVE	3010-FEB26	6.715 gal Premium @ 3.129	02/28/2026	21.01
3210	FARMERS COOPERATIVE	3010-FEB26	19.608 gal Super No Lead @ 2.39902	02/28/2026	47.04
3210	FARMERS COOPERATIVE	3010-FEB26	13.516 gal Super No Lead @ 2.3757	02/28/2026	32.11
3210	FARMERS COOPERATIVE	3010-FEB26	26.927 gal Super No Lead @ 2.37902	02/28/2026	64.06
3210	FARMERS COOPERATIVE	3010-FEB26	8.157 gal Premium @ 3.109	02/28/2026	25.36
3210	FARMERS COOPERATIVE	3010-FEB26	15.37 gal Super E89 @ 2.809	02/28/2026	43.17
3210	FARMERS COOPERATIVE	3010-FEB26	12.075 gal Super No Lead @ 2.3793	02/28/2026	28.73
3210	FARMERS COOPERATIVE	3010-FEB26	18.352 gal Super No Lead @ 2.37903	02/28/2026	43.66
3210	FARMERS COOPERATIVE	3010-FEB26	10.356 gal Premium @ 3.249	02/28/2026	33.65
3240	FASTENAL COMPANY	180728	bulk bolts f/bolt bin	03/10/2026	113.13
2960	J AND B WINDOW AND GRAPHICS INC	02272026	Clean windows f/PD	02/27/2026	55.00
2960	J AND B WINDOW AND GRAPHICS INC	02272026	Clean windows f/BPW building	02/27/2026	60.00
11503	Johnstone Supply	2369825	pressure relief valve f/Library boiler	02/27/2026	551.00
5100	LAMMEL PLUMBING INC	86868	plumbing supplies f/toilet	02/27/2026	7.22
5110	LAMPTON WELDING SUPPLY Co., INC	0001155614	Cylinder rent - Pub. Prop.	02/28/2026	31.74
5160	LARRY'S TIRE AND SERVICE INC.	916859	Labor - 1) tire repair f/skidloader	02/26/2026	60.00
11621	Outdoor Solutions	0025414668-001	2) fabric staples	03/05/2026	11.96
7640	PRIORITY PRINTING	125295	500) camping envelope f/Chautauqua	03/07/2026	93.20
7640	PRIORITY PRINTING	125295	500) camping envelope f/Riverside	03/07/2026	93.20
8150	SACK LUMBER COMPANY	2603-152634	6) 100-pkg cable ties f/HP sign, Pickleball screens	03/03/2026	84.73
8150	SACK LUMBER COMPANY	2603-153976	6) treated lumber f/picnic table	03/09/2026	221.94
8370	SCHUSTER'S OUTDOOR AND RV INC.	32360	3) wheel & tire asy f/Exmark 96	03/09/2026	228.88
8370	SCHUSTER'S OUTDOOR AND RV INC.	32369	3) dust caps f/Exmark 96	03/11/2026	21.84
1050	SHERIDAN INDUSTRIES	15591	Clean @ Indoor Hitting Facility - February 2026	03/01/2026	72.00
8510	SHERWIN-WILLIAMS CO.	2-8412	Paint f/Aud basement	03/04/2026	300.93
8510	SHERWIN-WILLIAMS CO.	5440-1	Paint f/HP Concession	03/09/2026	340.94
3058	SiteOne Landscape Supply, LLC	162422965-001	1) homeplate mat f/HP Indoor	02/26/2026	425.68
3058	SiteOne Landscape Supply, LLC	163057555-001	8) 50-lb grass seed f/Playground, Pickleball Courts, T	03/05/2026	623.89
12701	SPRINGFIELD ELECTRIC SUPPLY CO	S011750345.001	2) wall switch f/FD	03/05/2026	216.68
12521	SUNNY SMITH	FEB23 2026 - MAR6 2026	Office cleaning f/Aud offices	03/06/2026	450.00
12521	SUNNY SMITH	FEB23 2026 - MAR6 2026	Office cleaning f/BPW offices	03/06/2026	450.00
12092	TK Elevator Corp.	3009270088	Elevator inspections - Library, Police Dept, Carnegie	02/01/2026	528.79
9270	TRAUERNICHT TREE SERVICE LLC	5995	Trim trees f/Veteran's Park	02/24/2026	600.00
9310	TWIN RIVERS CHRYSLR/DODGE INC	87413	Labor - LOF f/19 2500	03/09/2026	43.00
9310	TWIN RIVERS CHRYSLR/DODGE INC	87413	Supplies - filter, cleaner f/19 2500	03/09/2026	16.85
9310	TWIN RIVERS CHRYSLR/DODGE INC	87413	Supplies - 7) oil f/19 2500	03/09/2026	104.51
9310	TWIN RIVERS CHRYSLR/DODGE INC	87413	shop supplies	03/09/2026	13.15
9760	Westlake Ace Hardware	10359200	cabinet knob f/Library	01/30/2026	4.49
9760	Westlake Ace Hardware	10359488	electrical supplies f/outdoor hitting cage outlets	02/25/2026	13.01
9760	Westlake Ace Hardware	10359502	4) cable ties f/HP sign	02/26/2026	46.76
9760	Westlake Ace Hardware	10359523	step ladder	02/27/2026	116.99
9760	Westlake Ace Hardware	10359524	box cover, bulk fasteners f/Chautauqua Park bathroo	02/27/2026	8.30
9760	Westlake Ace Hardware	10359552	door stop, bulk fasteners f/Library	03/02/2026	9.31
9760	Westlake Ace Hardware	10359553	bush cutter	03/02/2026	87.99
9760	Westlake Ace Hardware	10359553	steel drill bit set	03/02/2026	26.99
9760	Westlake Ace Hardware	10359587	paint supplies f/Aud	03/05/2026	38.03
9760	Westlake Ace Hardware	10359604	2) paper towels	03/06/2026	20.18
9760	Westlake Ace Hardware	10359629	4) roller f/painting	03/09/2026	21.56
9760	Westlake Ace Hardware	10359675	gorilla glue	03/11/2026	7.73
Total PUBLIC PROPERTIES:					19,336.89
<b>PP-WATER PARK</b>					
3150	EXTREME MOTORSPORTS	02252026	measurement banner	02/25/2026	85.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total PP-WATER PARK:					85.00
<b>LIBRARY</b>					
780	BARNES AND NOBLE BOOKSTORES I	8045	6) Titles	02/28/2026	134.39
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Lightning Rod	03/02/2026	15.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hunger Games	03/02/2026	9.18
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hold Tight	03/02/2026	14.62
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Patriot and the Loyalist	03/02/2026	16.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	The Nanny, Complete DVD Series	03/02/2026	30.59
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Dr. Doolittle, DVD	03/02/2026	10.79
9660	CARDMEMBER SERVICE	FEBRUARY 2026	100) labels	03/02/2026	9.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	12) 3-ring binders	03/02/2026	47.32
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Gate of the Fere! Gods	03/02/2026	22.54
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Five Love Languages: How To Express...	03/02/2026	18.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Her Cold Justice	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Quicksilver	03/02/2026	18.93
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Carl's Doomsday Scenario	03/02/2026	18.06
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Core of an Onion	03/02/2026	13.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Things we Leave Unfinished	03/02/2026	23.09
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Stolen in Death	03/02/2026	20.58
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Make it Out Alive	03/02/2026	25.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Brimstone	03/02/2026	15.80
9660	CARDMEMBER SERVICE	FEBRUARY 2026	It's Not Her	03/02/2026	20.58
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Twelve Months	03/02/2026	24.50
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Anatomy of an Alibi	03/02/2026	20.98
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Dungeon Crawler Carl	03/02/2026	23.29
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Boys in the Light	03/02/2026	27.26
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Dungeon Anarchist's Cookbook	03/02/2026	20.45
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Gold Zero	03/02/2026	19.50
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Fisherman	03/02/2026	15.19
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Of Course it's Good	03/02/2026	18.89
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Warriors Graystripe's Adventure	03/02/2026	11.74
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Harry Potter and the Sorcerer's Stone	03/02/2026	14.95
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hungry Goat	03/02/2026	17.60
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Plants vs. Zombies: Snow Thanks	03/02/2026	10.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	If You were a Penguin	03/02/2026	15.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Your Personal Penguin	03/02/2026	7.43
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Plants vs. Zombies: Boom Boom Mushroom	03/02/2026	4.39
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Stalactite and Stalagmite	03/02/2026	19.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Shipping	03/02/2026	4.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Antihero	03/02/2026	20.58
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Stage Set for Villians	03/02/2026	15.35
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Box Full of Darkness	03/02/2026	21.22
9660	CARDMEMBER SERVICE	FEBRUARY 2026	When we Left Cuba	03/02/2026	8.69
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hadacol Boogie	03/02/2026	25.38
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Black Ice	03/02/2026	19.97
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Whiteout	03/02/2026	16.38
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Jigsaw	03/02/2026	20.58
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Wolf Hour	03/02/2026	25.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	One Police Plaza	03/02/2026	25.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hard Line	03/02/2026	21.27
9660	CARDMEMBER SERVICE	FEBRUARY 2026	New Year Dragon Dilemma	03/02/2026	5.60
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Percy Jackson and the Olympians	03/02/2026	23.72
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Castle Crime	03/02/2026	6.51
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Detective Camp	03/02/2026	5.85
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Trials of Apollo	03/02/2026	24.37

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Operation Orca	03/02/2026	6.20
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Heroes of Olympus	03/02/2026	33.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Hocus Pocus and the All New Sequel	03/02/2026	8.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Secret Admirer	03/02/2026	7.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	White House white-out	03/02/2026	6.50
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Mayflower Treasure Hunt	03/02/2026	6.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Sleepy Hollow Sleepover	03/02/2026	6.40
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Colossal Fossil	03/02/2026	7.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Throne of Fire	03/02/2026	9.68
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Devil's Bible	03/02/2026	20.58
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Miracles Amoung Us	03/02/2026	20.92
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Cross and Sampson	03/02/2026	19.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	When I Kill You	03/02/2026	27.03
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Free Falling	03/02/2026	15.83
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Little Crush	03/02/2026	22.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Little Secret	03/02/2026	20.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Crown of War and Shadow	03/02/2026	23.09
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Little Broken	03/02/2026	22.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Death of a Groom	03/02/2026	26.32
9660	CARDMEMBER SERVICE	FEBRUARY 2026	This is Not About Us	03/02/2026	27.03
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Astral Library	03/02/2026	22.38
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Rage and The Republic	03/02/2026	26.49
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Operation Bounce House	03/02/2026	28.42
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Last Kings of Hollywood	03/02/2026	23.95
9660	CARDMEMBER SERVICE	FEBRUARY 2026	How to a Guy in Ten Dates	03/02/2026	16.78
9660	CARDMEMBER SERVICE	FEBRUARY 2026	He Falls First	03/02/2026	13.49
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Never After	03/02/2026	58.55
9660	CARDMEMBER SERVICE	FEBRUARY 2026	These is My Words	03/02/2026	8.86
9660	CARDMEMBER SERVICE	FEBRUARY 2026	American Struggle	03/02/2026	35.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Bugatti Veynon	03/02/2026	29.95
9660	CARDMEMBER SERVICE	FEBRUARY 2026	The Real Yellow Pages - formerly Vivial monthly fee	03/02/2026	60.70
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Shipping	03/02/2026	4.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Poisoned King	03/02/2026	10.43
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Henry is an Artist	03/02/2026	13.34
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Undead fox of Deadwood Forest	03/02/2026	16.77
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Let's Bulls	03/02/2026	8.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Our Lake	03/02/2026	18.63
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Wishtree	03/02/2026	9.65
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Teache of Nomad Land	03/02/2026	17.70
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Who Ate Steve?	03/02/2026	17.06
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Vanishings	03/02/2026	5.61
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Nine Moons of Han Yu and Lull	03/02/2026	15.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	What Can You do With a Toolbox?	03/02/2026	12.71
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Batman	03/02/2026	12.93
9660	CARDMEMBER SERVICE	FEBRUARY 2026	microwave	03/02/2026	72.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Sea of Lemon Trees	03/02/2026	17.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Sundust	03/02/2026	13.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Credit - return Black Ice	03/02/2026	20.99-
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Braided Roots	03/02/2026	13.60
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Petal to the Metal	03/02/2026	8.24
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Dumpster Dive and Dine	03/02/2026	7.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Timepocalypse	03/02/2026	12.11
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Pir-rat on Seventh Street	03/02/2026	7.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Fierce Aunties!	03/02/2026	12.60
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Little Libraries, Big Heroes	03/02/2026	14.39
9660	CARDMEMBER SERVICE	FEBRUARY 2026	In the Pet House	03/02/2026	6.70
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Time to Roll	03/02/2026	10.49

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Ratnip Collection	03/02/2026	22.30
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Rolling On	03/02/2026	8.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Whose Tools?	03/02/2026	10.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	My First Day	03/02/2026	11.48
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Shipping	03/02/2026	3.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, matte lilac purple	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, basic black	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	2) filament, basic cyan	03/02/2026	25.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, basic purple	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	2) filament, basic red	03/02/2026	25.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	2) filament, basic green	03/02/2026	25.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, basic orange	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, basic yellow	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	1) filament, basic sunflower yellow	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	3) filament, basic white	03/02/2026	38.98
9660	CARDMEMBER SERVICE	FEBRUARY 2026	2) 50-pk heat transfer paper	03/02/2026	121.98
9660	CARDMEMBER SERVICE	FEBRUARY 2026	hazard warning stripe tape	03/02/2026	8.28
9660	CARDMEMBER SERVICE	FEBRUARY 2026	USB printer cable	03/02/2026	9.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	heat transfer papers	03/02/2026	63.67
9660	CARDMEMBER SERVICE	FEBRUARY 2026	This Skirt Won't Work!	03/02/2026	16.69
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Women in Sports	03/02/2026	9.52
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Mikaela Shiffrin	03/02/2026	15.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Lion on the Inside	03/02/2026	17.74
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Ping-Pong Shabbat	03/02/2026	13.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Girl call Genghis Khan	03/02/2026	1.71
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Swimming Toward is a Dream	03/02/2026	17.70
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Girls with Guts!	03/02/2026	10.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Courage in Her Cleats	03/02/2026	17.16
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Shipping	03/02/2026	3.98
9660	CARDMEMBER SERVICE	FEBRUARY 2026	tapered cork stoppers	03/02/2026	9.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	4) 3-hole punch magazine holder	03/02/2026	51.96
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Crossroads	03/02/2026	21.95
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Second Chance Bus Stop	03/02/2026	12.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Banned Books of Berlin	03/02/2026	15.41
9660	CARDMEMBER SERVICE	FEBRUARY 2026	So Happy Together	03/02/2026	19.61
9660	CARDMEMBER SERVICE	FEBRUARY 2026	More Than Enough	03/02/2026	26.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Tory's Daughter	03/02/2026	15.99
9660	CARDMEMBER SERVICE	FEBRUARY 2026	We The Women	03/02/2026	35.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Trust No One	03/02/2026	25.60
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Registration f/Training - Vanover	03/02/2026	60.00
9660	CARDMEMBER SERVICE	FEBRUARY 2026	Amazon Prime yearly subscription	03/02/2026	139.00
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Lib Health Insurance Funding	03/01/2026	8,400.00
2080	CITY TREASURER	MAR26-IT GENERAL	IT Services	03/01/2026	579.00
2980	EBSCO INFORMATION SERVICES	91011041883	Library Aware Online Database	03/04/2026	1,365.00
7120	OVERDRIVE	CD0141926071944	Deposit on account f/ content credit	03/03/2026	5,000.00
7120	OVERDRIVE	CD0141926071944	Deposit on account f/ content credit	03/03/2026	1,000.00
11255	Reef Tectonics, Inc.	43953	Regular Aquarium Maintenance	02/21/2026	73.00
12137	Unite Private Networks LLC	SI-26-011719	E-Rate FRN 2599014260 (monthly rate) - March	03/01/2026	313.60
12137	Unite Private Networks LLC	SI-26-011719	Education Wide Area Network Monthly fee w/ E-Rate	03/01/2026	365.00
12137	Unite Private Networks LLC	SI-26-011719	Federal Regulatory Recovery	03/01/2026	1.52
12137	Unite Private Networks LLC	SI-26-011719	NE Universal Service	03/01/2026	25.48
Total LIBRARY:					19,576.97
Total GENERAL FUND:					715,000.61

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>STREET FUND</b>					
<b>STREET FUND</b>					
870	Beatrice Ready Mixed	B1 750230	3.50cy)47B1S383500HW@192.50	03/04/2026	673.75
870	Beatrice Ready Mixed	B1 750230	3.50yd)NCA 20oz@15.00	03/04/2026	52.50
1350	BOARD OF PUBLIC WORKS	1131.01-MAR26	Share building repair fund	03/01/2026	250.00
1350	BOARD OF PUBLIC WORKS	1456.00-MAR26	Engineering Services-Street	03/01/2026	5,612.00
12095	Bomgaars Supply Inc	557530	84)Spring Water@3.99	03/06/2026	335.16
12095	Bomgaars Supply Inc	559068	1)Battery@269.99	03/10/2026	269.99
2060	CITY SELF INSURED HEALTH PLAN	MAR26-STREET	Street Dept Health Insurance Funding	03/01/2026	25,200.00
2080	CITY TREASURER	ATTY-MAR26	Attorney Services-Street	03/01/2026	827.00
2080	CITY TREASURER	GM-MAR26	general Manager Stry-Street	03/01/2026	1,776.00
2080	CITY TREASURER	ST IT-MAR26	IT Fund Monthly Obligation-Street	03/01/2026	7,192.00
3210	FARMERS COOPERATIVE	2265-FEB26	Service CALL	02/28/2026	75.00
3210	FARMERS COOPERATIVE	2265-FEB26	Flat Repair	02/28/2026	153.75
3210	FARMERS COOPERATIVE	2265-FEB26	1)Oring@15.00	02/28/2026	15.00
3210	FARMERS COOPERATIVE	2265-FEB26	Shop Supplies	02/28/2026	5.00
3210	FARMERS COOPERATIVE	2265-FEB26	1)11R22.5 Samson @260.00	02/28/2026	260.00
3210	FARMERS COOPERATIVE	2265-FEB26	Tire Disposal	02/28/2026	7.00
3210	FARMERS COOPERATIVE	2265-FEB26	Tire Tax	02/28/2026	1.00
3210	FARMERS COOPERATIVE	2265-FEB26	15.87 gal Dyed Diesel	02/28/2026	45.01
12550	HAMM INC	691608	139.87cy) Armor Coat Gravel@67.30	03/03/2026	9,413.26
12550	HAMM INC	691608	139.87 cy)Freight	03/03/2026	3,217.01
11646	J and A Traffic Products	41644	25)2"X2"X12' 12ga Telespar Post @60.00	03/04/2026	1,500.00
11646	J and A Traffic Products	41644	20)2 1/4" x 2 1/4"x36" 12ga Omni Anchor @49.50/e	03/04/2026	990.00
4670	JEO CONSULTING GROUP INC	171373	Task #1 - Prepare 2025 Annual Report - MS4 Compli	02/06/2026	2,340.00
4670	JEO CONSULTING GROUP INC	171373	Task #2 - Update 2026 Stormwater Management - M	02/06/2026	682.50
4670	JEO CONSULTING GROUP INC	172015	Construction Administration & Staking f/Heritage Heig	02/27/2026	838.75
4670	JEO CONSULTING GROUP INC	172015	Construction Observation & Material Testing f/Heritag	02/27/2026	4,447.50
4670	JEO CONSULTING GROUP INC	172016	Construction Administration & Staking f/Corral Crossi	02/27/2026	236.25
4670	JEO CONSULTING GROUP INC	172016	Construction Observation & Material Testing f/Corral	02/27/2026	130.00
4670	JEO CONSULTING GROUP INC	172130	Task #1 - Prepare 2025 Annual Report - MS4 Compli	03/05/2026	28.75
4670	JEO CONSULTING GROUP INC	172130	Task #2 - Update 2026 Stormwater Management - M	03/05/2026	390.00
4770	JOHNNY'S WELDING INC.	194557	4)Feet 2" Channel Iron @2.62	02/18/2026	10.48
5110	LAMPTON WELDING SUPPLY Co., INC	0001155614	Cylinder rent - Street	02/28/2026	21.18
5690	MEAD LUMBER AND RENTAL-BEATRI	13180443	1)4" Diamond Max Cup Wheel Double Row@48.02	02/26/2026	48.02
5690	MEAD LUMBER AND RENTAL-BEATRI	13217729	2) 1x2-24" stake 25/bdl @19.35	03/09/2026	38.70
5690	MEAD LUMBER AND RENTAL-BEATRI	13221651	4)5/16"x12"-16" LP Archform Concrete Edge@25.47	03/10/2026	101.88
5690	MEAD LUMBER AND RENTAL-BEATRI	13225607	2) 1x2-24" stake 25/bdl @19.35	03/11/2026	38.70
7060	O'REILLY AUTO PARTS	0749-136858	1)Light @11.99	03/06/2026	11.99
7060	O'REILLY AUTO PARTS	0749-136858	2)6pk Paper @7.99	03/06/2026	15.98
11346	R.L. Tiemann Construction, Inc	PMT #2-FINAL	Change order - increase as-built quantities f/Downtow	03/04/2026	5,900.70
12393	Rollins Inc	292232488	Pest Control Standard f/Street -Feb26	02/12/2026	75.27
12393	Rollins Inc	293805381	Pest Control Standard f/Street -Mar26	03/05/2026	75.27
12660	STREETSCAN USA INC	INV-00000743	Software License-Asset Management	01/14/2026	6,900.00
12660	STREETSCAN USA INC	INV-00000743	Data Management & Support Asset Management	01/14/2026	900.00
9260	TRACTOR SUPPLY	760100	1)XL HWH Self Dri 1/4x1 @9.79	03/06/2026	9.79
9260	TRACTOR SUPPLY	760100	1)XL-HWH Self Dri 14x1 1/2@11.99	03/06/2026	11.99
9260	TRACTOR SUPPLY	760112	1)Turbo Nozzle @49.99	03/06/2026	49.99
12636	VAN KIRK SAND & GRAVEL INC	PMT 6 - HH	2025 Heritage Heights Development - Grading, Road	03/02/2026	135,452.65
11418	VISA	20081-S-FEB26	wet/dry vacuum	03/02/2026	59.99
11418	VISA	20081-S-FEB26	20V high-capacity battery	03/02/2026	129.99
11418	VISA	20081-S-FEB26	2) tire	03/02/2026	69.98
11418	VISA	20081-S-FEB26	wobble socket extension set	03/02/2026	16.99
11418	VISA	20081-S-FEB26	click torque wrench	03/02/2026	149.99
Total STREET FUND:					217,053.71

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
Total STREET FUND:					217,053.71
<b>AIRPORT FUND</b>					
<b>AIRPORT-GENERAL</b>					
9650	CARDMEMBER SERVICE	1090	direcTV monthly subscription	02/10/2026	49.99
9650	CARDMEMBER SERVICE	4301-FY26	4) low-profile rubber wheel chocks	02/18/2026	99.80
9650	CARDMEMBER SERVICE	4301-FY26	6) rubber wheel chocks	02/18/2026	299.70
9650	CARDMEMBER SERVICE	4301-FY26	shipping	02/18/2026	26.97
9650	CARDMEMBER SERVICE	5321	red EXIT sign f/admin building	02/15/2026	52.99
9650	CARDMEMBER SERVICE	5510-FY26	2) 100-pk T post clip	02/13/2026	19.98
9650	CARDMEMBER SERVICE	8000	2) wheel chock	02/19/2026	79.98
9650	CARDMEMBER SERVICE	8095-FY26	cup holder f/snowplow	02/05/2026	39.94
9650	CARDMEMBER SERVICE	9023	membership f/Sam's club	02/14/2026	53.63
9650	CARDMEMBER SERVICE	9660-FY26	urinal mat	02/28/2026	34.98
2060	CITY SELF INSURED HEALTH PLAN	AIRPORT-MAR26	Airport Health Insurance Funding	03/01/2026	8,400.00
2080	CITY TREASURER	MAR26-IT AIRPORT	IT Services	03/01/2026	242.00
12490	COLUMN SOFTWARE PBC	7FF24556-0671	Ad f/Bids - NAVAIDS	02/24/2026	60.50
9760	Westlake Ace Hardware	10359605	step ladder	03/06/2026	134.99
9760	Westlake Ace Hardware	10359676	liquid plumber, gasket kit f/toilet	03/11/2026	26.08
10030	WRIGHTSMAN PLBG AND HEAT INC	108127	Labor - scissor lift	02/24/2026	200.00
10030	WRIGHTSMAN PLBG AND HEAT INC	108127	Labor - HVAC service call	02/24/2026	262.50
10030	WRIGHTSMAN PLBG AND HEAT INC	108127	Labor - R&R backflow f/Hangar-no heat	02/24/2026	850.00
Total AIRPORT-GENERAL:					10,934.03
<b>AIRPORT-CAPITAL IMPROVEMENTS</b>					
1080	ALFRED BENESCH AND COMPANY	12E-PROJ24	Bidding Phase f/T-Hangar, upgrade Taxilanes & recon	03/11/2026	1,231.92
1080	ALFRED BENESCH AND COMPANY	12E-PROJ24	Construction Phase f/T-Hangar, upgrade Taxilanes &	03/11/2026	3,690.86
1080	ALFRED BENESCH AND COMPANY	34E-PROJ21	Reconstruct Taxiway C & Apron	03/06/2026	10,509.62
1080	ALFRED BENESCH AND COMPANY	5E-NAVAID	Design f/Grant No: 3-31-0009-025, Navaid Upgrades	03/11/2026	3,625.33
Total AIRPORT-CAPITAL IMPROVEMENTS:					19,057.73
Total AIRPORT FUND:					29,991.76
<b>BEATRICE AREA SOLID WASTE AGNC</b>					
<b>BASWA</b>					
980	BEATRICE IRON AND METAL CO	111860	filter f/Mack	02/04/2026	32.37
980	BEATRICE IRON AND METAL CO	112638	40' angle iron	03/10/2026	89.20
980	BEATRICE IRON AND METAL CO	112639	battery f/UTV	03/10/2026	48.67
3049	Beatrice Sand and Gravel	S1 213178	58.99 tn) 1 1/2" screen rock	02/28/2026	1,492.46
3049	Beatrice Sand and Gravel	S1 213332	16.8 tn) 2" - 3" screen rock	03/09/2026	425.04
3049	Beatrice Sand and Gravel	S1 213332	17.27 tn) 1" screen rock	03/09/2026	454.20
3049	Beatrice Sand and Gravel	S1 213332	99.25 tn) 1 1/2" screen rock	03/09/2026	2,511.02
1270	BLUE VALLEY DOOR CO. INC	47279	Labor - service call f/1-16-26	02/24/2026	875.00
1270	BLUE VALLEY DOOR CO. INC	47279	Labor - service call f/2-23-26	02/24/2026	572.50
1270	BLUE VALLEY DOOR CO. INC	47279	Supplies - 2) photo eye, 1) clutch shaft kit	02/24/2026	665.00
1350	BOARD OF PUBLIC WORKS	#1456.00-MAR26	Engineering Services	03/01/2026	1,104.00
1350	BOARD OF PUBLIC WORKS	40154911-MAR26	Security Lights f/Compost	03/05/2026	13.89
12095	Bomgaars Supply Inc	557043	pipe nipple, bushing, coupling, adapter	03/04/2026	37.12
1700	CARPENTER PAPER CO.	420334	3-cs) wiper wrypall wipes	03/05/2026	318.02
2060	CITY SELF INSURED HEALTH PLAN	BASWA-MAR26	BASWA Health Insurance Funding	03/01/2026	14,000.00
2040	CITY TREAS. PETTY CASH	COMPOST - FY26	BASWA Compost Startup Cash - FY26 Season	03/02/2026	50.00
2080	CITY TREASURER	MAR26-IT BASWA	IT Services	03/01/2026	1,913.00
2080	CITY TREASURER	MARCH 2026	Legal Services	03/01/2026	460.00
2080	CITY TREASURER	MARCH 2026	Accounting Services	03/01/2026	3,201.00
2080	CITY TREASURER	MARCH 2026	Landfill Manager Salary	03/01/2026	1,594.00

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2080	CITY TREASURER	MARCH 2026	Lease Payment	03/01/2026	4,000.00
2080	CITY TREASURER	MARCH 2026	Management Contract	03/01/2026	2,577.00
12656	ENDICOTT CLAY PRODUCTS COMPA	389283	72.0 yd) crushed brick	03/05/2026	1,224.00
3210	FARMERS COOPERATIVE	3010-FEB26	23.987 gal Premium @ 3.129	02/28/2026	75.06
3210	FARMERS COOPERATIVE	3010-FEB26	13.645 gal Super No Lead @ 2.39868	02/28/2026	32.73
3210	FARMERS COOPERATIVE	3010-FEB26	30.329 gal Premium @ 3.109	02/28/2026	94.29
3210	FARMERS COOPERATIVE	3010-FEB26	38.094 gal Super E89 @ 2.809	02/28/2026	107.01
3210	FARMERS COOPERATIVE	3010-FEB26	30.413 gal Super E89 @ 2.949	02/28/2026	89.69
3210	FARMERS COOPERATIVE	3010-FEB26	Labor - 1) tire repair	02/28/2026	30.00
3210	FARMERS COOPERATIVE	3010-FEB26	Labor - 1) tire swap	02/28/2026	10.00
3630	GAGE COUNTY EQPT INC.	I713372	oil filter, fuel filter f/skidloader	03/09/2026	135.78
12688	Global Payments	6921-FEB26	Monthly credit card fees	02/28/2026	48.80
4490	INLAND TRUCK PARTS AND SERVICE	IN-1949029	1) 14" single disc	02/17/2026	475.42
4490	INLAND TRUCK PARTS AND SERVICE	IN-1949029	clutch brake, pilot bearing, shift lever, oil seal kit, nut,	02/17/2026	153.09
4490	INLAND TRUCK PARTS AND SERVICE	IN-1949029	1) 5-gal synthetic trans fluid	02/17/2026	268.64
3880	JOHN A GARCIA	708018	1) jumper hose, 1) hand gun	02/26/2026	164.00
3052	Landmark Implement Inc	12054798	2) fuel filter, 1) oil filter f/4430	03/09/2026	63.82
5690	MEAD LUMBER AND RENTAL-BEATRI	13176792	push tee fitting	02/25/2026	17.27
5690	MEAD LUMBER AND RENTAL-BEATRI	13176897	4) assorted numbers f/gas wells	02/25/2026	14.16
5690	MEAD LUMBER AND RENTAL-BEATRI	13180072	3-pk saw blade	02/26/2026	23.03
11737	Michael VanLaningham	1-26	Labor - Scale Extension f/new Landfill	03/01/2026	599.00
5810	MIDWEST LABORATORIES INC	1276244	Soil sampling f/ Compost site	03/03/2026	334.00
6430	NMC, INC	CUI1573119	2) fuel element, 1) lube element	01/23/2026	373.98
6430	NMC, INC	CUI1588413	2) lube filter, 4) fuel element, 2) element asy, 1) eleme	03/04/2026	527.91
6820	NORRIS PUBLIC POWER DISTRICT	304097500-FEB26	Energy Charge f/LF	03/05/2026	3,441.62
6820	NORRIS PUBLIC POWER DISTRICT	304098500-FEB26	Electric charge f/Compost Site	03/05/2026	532.35
6820	NORRIS PUBLIC POWER DISTRICT	312515400-FEB26	Electric charge f/W Locust Rd Lift Station	03/05/2026	115.91
6820	NORRIS PUBLIC POWER DISTRICT	312515800-FEB26	Electric charge f/W Locust Rd Leachate Pond	03/05/2026	35.00
6820	NORRIS PUBLIC POWER DISTRICT	312516000-FEB26	Electric charge f/W Locust Admin/Equipment Building	03/05/2026	1,075.00
7060	O'REILLY AUTO PARTS	0749-136545	oil dye	03/05/2026	37.01
7060	O'REILLY AUTO PARTS	0749-136783	1) oil filter	03/06/2026	12.78
7060	O'REILLY AUTO PARTS	0749-136783	1) mystery oil	03/06/2026	29.99
7060	O'REILLY AUTO PARTS	0749-137784	oil filter	03/10/2026	44.63
7470	PLYMOUTH ELECTRIC INC	125240	Labor - check exhaust fans (working properly)	03/05/2026	206.00
12393	Rollins Inc	293805383	Pest Control Standard - March 2026	03/05/2026	75.00
8260	SAPP BROTHERS	IN4973997	1,774.6 gal ULSD #2 Dyed Winter Diesel @ 3.24	03/05/2026	5,749.70
8260	SAPP BROTHERS	IN4974018	1) 120-gal oil tank	03/06/2026	1,550.00
8260	SAPP BROTHERS	IN4975945	1) 120-gal oil tank	03/04/2026	1,692.00
11450	TSYS Merchant Solutions	11573762-FEB26	monthly credit card fees	02/28/2026	3,263.06
11418	VISA	20081-B-FEB26	2) hammer, wire stripper, rechargeable light	03/02/2026	111.96
11418	VISA	20081-B-FEB26	folding platform truck, vise, floor jack	03/02/2026	399.97
11418	VISA	20081-B-FEB26	metric deep socket set, standard deep socket set	03/02/2026	49.98
11418	VISA	20081-B-FEB26	pick-up magnet, cable ties	03/02/2026	57.14
11418	VISA	20081-B-FEB26	2) rodend w/stud f/dumptruck	03/02/2026	28.94
11418	VISA	20081-B-FEB26	mini fridge	03/02/2026	134.86
11418	VISA	20081-B-FEB26	2) tire f/UTV	03/02/2026	197.58
11418	VISA	20081-B-FEB26	24) padlock f/wells	03/02/2026	63.99
9730	WALKER UNIFORM RENTAL	1458326	Uniform Service	02/26/2026	43.97
9730	WALKER UNIFORM RENTAL	1459582	Uniform Service	03/05/2026	42.22
9760	Westlake Ace Hardware	10359489	tordon RTU f/trees	02/25/2026	26.99
9760	Westlake Ace Hardware	10359489	pipe, tube, adapter, ball valve, thread seal tape, elbo	02/25/2026	129.83
9760	Westlake Ace Hardware	10359489	pvc ratchet pipe cutter	02/25/2026	16.19
Total BASWA:					60,458.84
Total BEATRICE AREA SOLID WASTE AGNC:					60,458.84

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
<b>CAPITAL IMP FUND</b>					
<b>CAPITAL IMPROVEMENTS-GENERAL</b>					
12531	JASON ZVOLANEK	244-B	Hannibal Park Concession Remodel	01/19/2026	12,200.00
4670	JEO CONSULTING GROUP INC	172129	Tree Inventory	03/05/2026	9,680.00
9270	TRAUERNICHT TREE SERVICE LLC	02272026	19) Tree Removal f/HP	02/27/2026	5,000.00
Total CAPITAL IMPROVEMENTS-GENERAL:					26,880.00
Total CAPITAL IMP FUND:					26,880.00
<b>ECONOMIC DEVELOPMENT FUND</b>					
12710	Gage Development Coalition	GCED FUNDS	Disburse Remaining GCED Funds	03/06/2026	15,973.11
Total :					15,973.11
Total ECONOMIC DEVELOPMENT FUND:					15,973.11
<b>INFO TECH SERV FUND</b>					
12056	ALL COPY PRODUCTS	41471200	Copier Rental	03/11/2026	182.11
12056	ALL COPY PRODUCTS	41471200	Copy usage - 2/5 - 3/4	03/11/2026	65.65
11938	Bizco Inc	INV00466930	2) apple iPad	02/28/2026	791.44
9650	CARDMEMBER SERVICE	0220	3) Microsoft - Feb26	02/03/2026	26.61
9650	CARDMEMBER SERVICE	1060-FY26	100) UniFi Hosting	02/16/2026	29.00
9650	CARDMEMBER SERVICE	2083	fiber module	02/20/2026	40.65
9650	CARDMEMBER SERVICE	2213	Linode - Feb26	03/01/2026	60.00
9650	CARDMEMBER SERVICE	3648-FY26	1) smf module, 2) single-mode fiber module	02/28/2026	281.37
9650	CARDMEMBER SERVICE	4201-FY26	optical transceiver	02/27/2026	81.99
9650	CARDMEMBER SERVICE	4671-FY26	Flight f/Training - Saathoff, Tracy	02/11/2026	528.80
9650	CARDMEMBER SERVICE	5057-FY26	10) ethernet patch cable	02/09/2026	175.89
9650	CARDMEMBER SERVICE	6444	cable f/Cisco	02/18/2026	70.16
9650	CARDMEMBER SERVICE	6748 FY26	1) Cove Data Protection - Feb26	02/16/2026	11.00
9650	CARDMEMBER SERVICE	6928	cable f/Cisco, fiber patch cable	02/19/2026	78.43
9650	CARDMEMBER SERVICE	7065-FY26	2) keyboard & mouse combo	02/07/2026	72.89
9650	CARDMEMBER SERVICE	7538	1) iPad case	02/25/2026	22.97
9650	CARDMEMBER SERVICE	9088	1) Microsoft 365 - Feb26	02/18/2026	38.70
1034	CHARTER COMMUNICATIONS	156544301030726	Cable charges/500 N Commerce - Mar26	03/07/2026	60.02
1034	CHARTER COMMUNICATIONS	176176901030726	Internet f/AMI & Sub 8 - Mar26	03/07/2026	139.98
1034	CHARTER COMMUNICATIONS	176178901022126	Cable services/Police - Jan 26	02/21/2026	37.53
1034	CHARTER COMMUNICATIONS	176179201030726	Internet f/AMI & Sub 5 - Mar26	03/07/2026	129.98
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Library	03/01/2026	33.20
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Fire	03/01/2026	83.67
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Fire	03/01/2026	35.86
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Police	03/01/2026	46.48
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Hannibal Park	03/01/2026	6.64
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Auditorium	03/01/2026	59.77
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/City Hall	03/01/2026	26.56
12067	Diode Communications	(SEC)000-0123-MAR26	Rhombus f/Police	03/01/2026	49.74
12067	Diode Communications	(SEC)000-0123-MAR26	Rhombus f/Hannibal	03/01/2026	49.74
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Senior Center	03/01/2026	13.28
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Service Center	03/01/2026	66.41
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Electric	03/01/2026	46.49
12067	Diode Communications	(SEC)000-0123-MAR26	OpenPath f/Aud IT	03/01/2026	6.64
4300	HOMETOWN LEASING	518017323226	51801732 Lease f/multiple - Mar26	03/03/2026	1,802.66
2076	U.S. Cellular	0794276310	Electric - Cell Phone Charges	03/06/2026	243.24
2076	U.S. Cellular	0794276310	Electric - Tablet Data Charges	03/06/2026	143.60

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
2076	U.S. Cellular	0794276310	Water - Cell Phone Charges	03/06/2026	199.43
2076	U.S. Cellular	0794276310	Water - Tablet Data Charges	03/06/2026	286.30
2076	U.S. Cellular	0794276310	WPC - Cell Phone Charges	03/06/2026	51.78
2076	U.S. Cellular	0794276310	Street - Cell Phone Charges	03/06/2026	35.67
2076	U.S. Cellular	0794276310	MARS - Cell Phone Charges	03/06/2026	127.12
2076	U.S. Cellular	0794276310	MARS - Tablet Data Charges	03/06/2026	163.60
9610	VERIZON WIRELESS	6136504328	Cell Phone Service - Fire	02/20/2026	40.01
9610	VERIZON WIRELESS	6136504328	Cell Phone Service - Fire	02/20/2026	40.01
9610	VERIZON WIRELESS	6136504328	Cell Phone Service - Fire	02/20/2026	117.49
9610	VERIZON WIRELESS	6136537602	Undercover Phones & data	02/20/2026	119.89
9920	WINDSTREAM	092151344-FEB26	Library Phone Service	02/24/2026	99.22
9920	WINDSTREAM	092226581-FEB26	Airport Phone Service	02/24/2026	86.43
9920	WINDSTREAM	092256506-MAR26	Utility Billing fax service	03/02/2026	70.68
9920	WINDSTREAM	092256507-MAR26	WPC phone service	03/02/2026	65.01
9920	WINDSTREAM	092256543-MAR26	4) lines	03/04/2026	304.81

Total : 7,446.60

Total INFO TECH SERV FUND: 7,446.60

**SANITATION FUND**

840	BEATRICE AREA SOLID WASTE AGNC	480-FEB26	Tonnage Fees - February 2026	02/28/2026	83,566.37
1350	BOARD OF PUBLIC WORKS	86-11870	MARS postage - Feb26	02/27/2026	797.56
12095	Bomgaars Supply Inc	556636	3) push broom	03/03/2026	104.97
2060	CITY SELF INSURED HEALTH PLAN	MARCH 2026	Sanitation Health Insurance	03/01/2026	39,200.00
2080	CITY TREASURER	MAR26-IT SANITATION	IT Services	03/01/2026	2,071.00
2080	CITY TREASURER	SANITATION-MAR26	Accounting Services	03/01/2026	7,417.00
12082	Elliott Equipment Co.	191992	1) 96" x 30" tough mesh	02/27/2026	691.35
12082	Elliott Equipment Co.	191992	3) 1/2" cross bar	02/27/2026	751.38
12082	Elliott Equipment Co.	191992	2) pivot asy	02/27/2026	1,593.30
12082	Elliott Equipment Co.	191992	2) pivot tube	02/27/2026	942.08
12082	Elliott Equipment Co.	191992	2) tie-down bracket	02/27/2026	76.94
3210	FARMERS COOPERATIVE	44577-FEB26	23.262 gal Super No Lead @ 2.559	02/28/2026	59.53
3210	FARMERS COOPERATIVE	44577-FEB26	250.02 gal DEF @ 1.99	02/28/2026	497.54
3210	FARMERS COOPERATIVE	44577-FEB26	Supplies - 1) tire	02/28/2026	726.00
3210	FARMERS COOPERATIVE	44577-FEB26	Supplies - 1) tire	02/28/2026	733.00
3210	FARMERS COOPERATIVE	44577-FEB26	39.5 lbs Propane @ 3.00	02/28/2026	118.50
5110	LAMPTON WELDING SUPPLY Co., INC	0020334750	1) mil adapter nozzle	02/26/2026	27.48
5110	LAMPTON WELDING SUPPLY Co., INC	0020341320	12') cable, 3) nozzle	03/11/2026	63.17
5110	LAMPTON WELDING SUPPLY Co., INC	0020341320	Labor f/hose	03/11/2026	40.00
5330	LINCOLN JOURNAL-STAR	118-60004161-FEB26	Yard Waste Notice 2026	03/01/2026	192.21
7060	O'REILLY AUTO PARTS	0749-131479	2) oil filter	02/10/2026	127.98
11311	Paymentech	5707000-FEB28	Monthly CC Fees - Sanitation	02/28/2026	369.79
8260	SAPP BROTHERS	IN4959297	1,139.6 gal ULSD #2 Clear Winter Diesel @ 2.82600	02/16/2026	3,220.51
8260	SAPP BROTHERS	IN4970926	928.4 gal ULSD #2 Clear Winter Diesel @ 3.285991	03/02/2026	3,050.72
11678	Truck Center Companies	XA108210093.02	2) air panal ventilation	03/03/2026	26.70
11678	Truck Center Companies	XA108210146.01	fuel water seperator cartridge	02/26/2026	21.91
11678	Truck Center Companies	XA108210296.01	bulk filters	02/27/2026	367.07
11678	Truck Center Companies	XA108210340.01	credit - return 5) bulk filters	02/26/2026	296.90
11678	Truck Center Companies	XA108210437.01	2) water outlet tube	03/03/2026	182.94
11678	Truck Center Companies	XA108210619.01	air intake connection	03/03/2026	448.18
11678	Truck Center Companies	XA108210949.01	lube filter	03/05/2026	13.37
11678	Truck Center Companies	XA108210950.01	fuel filter element	03/05/2026	48.08
11418	VISA	20081-M-FEB26	1) hi-vis safety jacket	03/02/2026	56.09
11418	VISA	20081-M-FEB26	3) padlocks	03/02/2026	98.97
11418	VISA	20081-M-FEB26	4) hi-vis sweats hirt	03/02/2026	159.96

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount
11418	VISA	20081-M-FEB26	6) hi-vis t-shirt	03/02/2026	85.98
11418	VISA	20081-M-FEB26	3) cold weather ski mask	03/02/2026	65.97
11418	VISA	20081-M-FEB26	14) gloves	03/02/2026	149.86
9760	Westlake Ace Hardware	10359612	Tank lever, flush valve repair kit	03/06/2026	22.48
9760	Westlake Ace Hardware	10359651	bulk fasteners	03/10/2026	12.30
11312	Xpress Bill Pay	INV-XPR033042	Monthly CC Fees - Sanitation	02/28/2026	278.78
Total :					148,180.12
Total SANITATION FUND:					148,180.12
Grand Totals :					1,220,984.75

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

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

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

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Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>American Public Power Association</b>				
000221249	12/31/2025	APPA Member Dues	ELECTRIC FUND	9,982.00
Total American Public Power Association:				9,982.00
<b>Andrews Electric Co Inc</b>				
64171	12/02/2025	Labor- Water Tower Mixer	WATER FUND	1,520.00
64171	12/02/2025	4)Tan Wire Nuts	WATER FUND	1.60
64171	12/02/2025	Mileage x 2	WATER FUND	169.00
64171	12/02/2025	Sales Tax	WATER FUND	12.79
Total Andrews Electric Co Inc:				1,703.39
<b>Applied Industrial Technologies</b>				
7033632192	12/23/2025	1)Kresto Kwik wipes bucket@45.43	WPC	45.43
7033632192	12/23/2025	10)Z12 I/O AS Lens, Cir Templs @2.530	WPC	25.30
7033632192	12/23/2025	shipping	WPC	51.78
7033634652	12/24/2025	1Bx)Mega Bullet Ear Plugs Uncorded@21.85	WPC	21.85
7033634652	12/24/2025	shipping	WPC	39.30
7033799270	01/23/2026	1Bx)Mega Bullet Ear Plugs Uncorded@21.85	WPC	21.85
7033799270	01/23/2026	shipping	WPC	40.27
Total Applied Industrial Technologies:				245.78
<b>BASWA</b>				
222-FEB26	02/28/2026	#16184-Vac Truck -5ydx12	ELECTRIC FUND	60.00
226-FEB26	02/28/2026	#16154-Vac Truck -1ydx12	WPC	12.00
226-FEB26	02/28/2026	#16180-Vac Truck -1ydx12	WPC	12.00
226-FEB26	02/28/2026	#16181-Vac Truck-5ydx12	WPC	60.00
226-FEB26	02/28/2026	#22419-Grit/Rags-1.15tx2.34	WPC	2.69
226-FEB26	02/28/2026	#22801-Grit/Rags-1.23tx2.34	WPC	2.88
SLUDGE-FEB26	03/04/2026	SLUDGE-FEB26	WPC	11,482.66
Total BASWA:				11,632.23
<b>Beatrice Iron and Metal</b>				
112570	03/16/2026	5)GRS Fitting @1.71(cust#1070)	WATER FUND	8.55
112570	03/16/2026	Sales Tax	WATER FUND	.64
112663	03/11/2026	12)OIL MOTOR 10W30/10W40(cust#1072)	ELECTRIC FUND	67.73
112663	03/11/2026	1)Full-Flow Lube Spin(cust #1072)	ELECTRIC FUND	7.51
112667	03/11/2026	20)Short Ends@1.29(cust#1070)	WATER FUND	25.80
112667	03/11/2026	50ft)1" Sq Tube @2.02(cust#1070)	WATER FUND	101.00
112667	03/11/2026	4ft)2 1/2"x11ga Sq tube @3.91(cut#1070)	WATER FUND	15.64
112667	03/11/2026	Sales Tax	WATER FUND	10.68
Total Beatrice Iron and Metal:				237.55
<b>Beatrice Ready Mixed</b>				
1B 53057	03/04/2026	1)BF Pro350 Clear Guard 5ga @165.79	WATER FUND	165.79
1B 53057	03/04/2026	1)Shark Grip 1lb@27.27	WATER FUND	27.27
1B 53057	03/04/2026	Sales Tax	WATER FUND	14.48
1B 53076	03/06/2026	32.05TN)Screenings@27.50	WATER FUND	881.38
1B 53076	03/06/2026	Sales Tax	WATER FUND	66.10
B1 749858	02/26/2026	6cy)Sand Fill & Water @63.00	WATER FUND	378.00
B1 749858	02/26/2026	Winter Service	WATER FUND	42.00
B1 749858	02/26/2026	Sales Tax	WATER FUND	31.50

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Total Beatrice Ready Mixed:</b>				<b>1,606.52</b>
<b>Bomgaars Supply Inc</b>				
556984	03/04/2026	2)Coupler Internal @3.99	ELECTRIC FUND	7.98
556984	03/04/2026	Sales Tax	ELECTRIC FUND	.60
558681	03/09/2026	2)Fasteners @1.89	WATER FUND	3.78
558681	03/09/2026	Sales Tax	WATER FUND	.28
558755	03/09/2026	2)Fasteners @1.39	WATER FUND	2.78
558755	03/09/2026	1)Bursh @9.59	WATER FUND	9.59
558755	03/09/2026	Sales Tax	WATER FUND	.93
<b>Total Bomgaars Supply Inc:</b>				<b>25.94</b>
<b>Border States Industries, Inc</b>				
932039214	03/02/2026	6)ANCHOR ROD PISA 3/4 X 7' CHN - E1020052	ELECTRIC FUND	254.20
932039227	03/02/2026	12)MADI-MPFR-6 FLDG RULER W/MRKGS (2-3 WEEKS)	ELECTRIC FUND	183.95
932039227	03/02/2026	5)MADI-FBSK-3B FIX BLD SKIN KNIFE BLNT BLADE (2-3 WEEKS)	ELECTRIC FUND	102.18
932039227	03/02/2026	5)BWS-5 5 IN 1 WRENCH (2-3 WEEKS)	ELECTRIC FUND	442.64
932039227	03/02/2026	2)MADI-PKS-1 PCKT KNIFE SHARPNER (2-3 WEEKS)	ELECTRIC FUND	22.60
932039227	03/02/2026	2)MADI-BB-2 KNIFE SKINNING BRUSH BLD LINEM (2-3 WEEKS)	ELECTRIC FUND	57.49
932039227	03/02/2026	4)1S-BL-1 BUCKET LANTERN 125 IN (2-4 WEEKS)	ELECTRIC FUND	1,134.43
932039242	03/02/2026	100)LED PHOTO EYE SUNR- TRS-2 CTRL PHTL (NO TAX ON STREET	ELECTRIC FUND	3,000.00
932039254	03/02/2026	59)CONDUIT L 2"PVC-40 36" 90 DEG. EPVC-ELB-BL-2IN-90DEG-36RAD	ELECTRIC FUND	730.86
932039254	03/02/2026	70)COUPLING PVC-40 2-INCH EPVC-CPLG-LONG	ELECTRIC FUND	90.13
<b>Total Border States Industries, Inc:</b>				<b>6,018.48</b>
<b>BPW - Bldg Repair</b>				
1131.01-MAR26	03/01/2026	Electric Building Repair Fund	ELECTRIC FUND	1,250.00
1131.01-MAR26	03/01/2026	Water Building Repair Fund	WATER FUND	850.00
<b>Total BPW - Bldg Repair:</b>				<b>2,100.00</b>
<b>BPW - Bond Reserve</b>				
MAR2026	03/01/2026	Water D311674 - SFR Land	WATER FUND	3,611.00
MAR2026	03/01/2026	Water D311685 - SRF Projects	WATER FUND	20,770.00
MAR2026-SERIES	03/01/2026	Electric Series 2025 Bonds	ELECTRIC FUND	16,476.00
MAR2026-SERIES	03/01/2026	Water Series 2025 Bonds	WATER FUND	8,007.00
MAR2026-SERIES	03/01/2026	WPC Series 2025 Bonds	WPC	1,000.00
<b>Total BPW - Bond Reserve:</b>				<b>49,864.00</b>
<b>BPW - Engineering Charges</b>				
1456.00-MAR26	03/01/2026	Water Engineering Charges	WATER FUND	3,903.00
1456.00-MAR26	03/01/2026	WPC Engineering Charges	WPC	3,903.00
<b>Total BPW - Engineering Charges:</b>				<b>7,806.00</b>
<b>BPW - Utilities</b>				
12058900-FEB26	03/05/2026	Utilities/Electric/Sub 1	ELECTRIC FUND	514.59
15051800-FEB26	03/05/2026	Utilities/WPC/Lift Station 424 Irving	WPC	271.71
21104000-FEB26	03/05/2026	Utilities/Water/19th & Hoyt	WATER FUND	69.46
21104500-FEB26	03/05/2026	Utilities/electric/Sub 3	ELECTRIC FUND	103.09
21176000-FEB26	03/05/2026	Utilities/WPC/Lift Station 1831 1/2 Carlyle	WPC	77.16
23001000-FEB26	03/05/2026	Utilities/WPC/Lift Station 204 S 1st	WPC	600.98
24107600-FEB26	03/05/2026	Utilities/WPC/Lift Station 2118 Market	WPC	38.40

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
31004001-FEB26	03/05/2026	Utilities/electric/Sub 5	ELECTRIC FUND	176.55
31013810-FEB26	03/05/2026	Utilities/Electric/Switch station #1	ELECTRIC FUND	11.51
32011800-FEB26	03/05/2026	Utilities/WPC/Lift Station 910 w Court	WPC	36.45
35041000-FEB26	03/05/2026	Utilities/WPC/Lift Station 624 Pleasant	WPC	39.67
37009500-FEB26	03/05/2026	Utilities/WPC/Lift Station 800 Herbert	WPC	313.11
37039110-FEB26	03/05/2026	Utilities/electric/Sub 2	ELECTRIC FUND	29.87
38146000-FEB26	03/05/2026	Utilities/Water/mulberry & west	WATER FUND	99.51
39079000-FEB26	03/05/2026	Utilities/Wpc/Disposal Plant	WPC	12,307.84
39079100-FEB26	03/05/2026	Utilities/Wpc/Disposal Plant	WPC	554.64
39093000-FEB26	03/05/2026	Utilities/WPC/Lift Station 1618 Country Club In	WPC	74.74
40013000-FEB26	03/05/2026	Utilities/Water Reed & W Scott	WATER FUND	331.06
40013500-FEB26	03/05/2026	Utilities/Electric/Sub 6	ELECTRIC FUND	181.91
4002110-FEB26	03/05/2026	Utilities/Electric/1st & Ella Security Light	ELECTRIC FUND	11.51
40031000-FEB26	03/05/2026	Utilities/Water/Hoyt Rd & Blueridge	WATER FUND	21.10
40033500-FEB26	03/05/2026	Utilities/Electric/Sub 9	ELECTRIC FUND	201.30
40057600-FEB26	03/05/2026	Utilities/Water/500 N Commerce	WATER FUND	1,609.20
40057700-FEB26	03/05/2026	Utilities/electric/500 N Commerce	ELECTRIC FUND	2,297.89
40086010-FEB26	03/05/2026	Utilities/Electric/Sub 7	ELECTRIC FUND	14.65
40116000-FEB26	03/05/2026	Utilities/electric/sub 4	ELECTRIC FUND	112.62
40137200-FEB26	03/05/2026	Utilities/Electric/Sub 10	ELECTRIC FUND	105.56
40260000-FEB26	03/05/2026	Utilities/Water/North Reservoir	WATER FUND	3,896.51
40260500-FEB26	03/05/2026	Utilities/Water/South Reservoir	WATER FUND	2,492.99
40261000-FEB26	03/05/2026	Utilities/Water/Wells Hoag	WATER FUND	4,339.36
45016000-FEB26	03/05/2026	Utilities/Water RR3	WATER FUND	21.47
5013000-FEB26	03/05/2026	Utilities/Electric/400 Ella	ELECTRIC FUND	669.85
Total BPW - Utilities:				31,626.26
<b>Building Crafts Inc</b>				
021-01277-PMT6	02/23/2026	WPC Grit Improvements Project No. 021-01277	WPC	105,423.65
Total Building Crafts Inc:				105,423.65
<b>Carpenter Paper Company</b>				
420335	03/05/2026	4)Wiper Wypall L40 Q-Fold White@106.9960	WATER FUND	427.98
420335	03/05/2026	Sales Tax	WATER FUND	32.10
420336	03/05/2026	4)Wiper Wypall L40 Q-Fold White@106.9960	ELECTRIC FUND	427.98
420336	03/05/2026	Sales Tax	ELECTRIC FUND	32.10
420577	03/12/2026	2cs)Towel Roll Kitcen 9x11@32.25	ELECTRIC FUND	64.51
420577	03/12/2026	Sales Tax	ELECTRIC FUND	4.84
Total Carpenter Paper Company:				989.51
<b>CINTAS LOC 749</b>				
4259132876	02/10/2026	Uniform Cleaning/Rental WPC	WPC	122.21
4261405769	03/03/2026	Uniform Cleaning/Rental WPC	WPC	35.00
4262157446	03/10/2026	Uniform Cleaning/Rental WPC	WPC	35.00
Total CINTAS LOC 749:				192.21
<b>City Economic Development Fund</b>				
ED-MAR26	03/01/2026	Economic Development Support-MAR26	ELECTRIC FUND	25,000.00
Total City Economic Development Fund:				25,000.00
<b>City Motor Supply</b>				
915748	03/09/2026	1)Oil Filter @32.99	ELECTRIC FUND	32.99

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
915748	03/09/2026	Sales Tax	ELECTRIC FUND	2.47
Total City Motor Supply:				35.46
<b>City Treasurer</b>				
AR7196-MAR26	03/03/2026	MARS AR payment -Rahorst, Casey	ELECTRIC FUND	31.50
ATTY-MAR26	03/01/2026	Attorney Salary -Mar26	ELECTRIC FUND	4,257.00
ATTY-MAR26	03/01/2026	Attorney Salary -Mar26	WATER FUND	2,554.00
ATTY-MAR26	03/01/2026	Attorney Salary -Mar26	WPC	1,703.00
CR-MAR26	03/01/2026	Community Relations Coord(50% of Amanda)-MAR26	ELECTRIC FUND	2,747.00
CR-MAR26	03/01/2026	Community Relations Coord(50% of Amanda)-MAR26	WATER FUND	1,648.20
CR-MAR26	03/01/2026	Community Relations Coord(50% of Amanda)-MAR26	WPC	1,098.80
FINANCE-HR-MARS26	03/01/2026	Finance/HR Salary-MAR26	ELECTRIC FUND	8,424.00
FINANCE-HR-MARS26	03/01/2026	Finance/HR Salary-MAR26	WATER FUND	5,054.40
FINANCE-HR-MARS26	03/01/2026	Finance/HR Salary-MAR26	WPC	3,369.60
GARBAGE-FEB26	03/11/2026	Garbage-FEB26	ELECTRIC FUND	122,843.68
GM-MAR26	03/01/2026	General Manager Salary -MAR26	ELECTRIC FUND	10,933.00
GM-MAR26	03/01/2026	General Manager Salary -MAR26	WATER FUND	6,559.80
GM-MAR26	03/01/2026	General Manager Salary -MAR26	WPC	4,373.20
IT-MAR26	03/01/2026	IT Monthly Contibution -MAR26	ELECTRIC FUND	40,030.00
IT-MAR26	03/01/2026	IT Monthly Contibution -MAR26	WATER FUND	13,614.00
IT-MAR26	03/01/2026	IT Monthly Contibution -MAR26	WPC	9,432.00
PLUS-FEB26	03/06/2026	Beatrice Plus-FEB26	ELECTRIC FUND	2,353.96
Total City Treasurer:				241,027.14
<b>Column Software PBC</b>				
7FF24556-0660	02/17/2026	Notice of Meeting 3/11/26	WATER FUND	13.59
Total Column Software PBC:				13.59
<b>Employee Benefit Account</b>				
HEALTH INS-MAR26	03/01/2026	Engineering Health Ins	ELECTRIC FUND	8,400.00
HEALTH INS-MAR26	03/01/2026	Electric Health Ins	ELECTRIC FUND	36,400.00
HEALTH INS-MAR26	03/01/2026	Billing & Service-elec	ELECTRIC FUND	5,600.00
HEALTH INS-MAR26	03/01/2026	Jean & Zab-elec	ELECTRIC FUND	2,800.00
HEALTH INS-MAR26	03/01/2026	Water Health Ins	WATER FUND	28,000.00
HEALTH INS-MAR26	03/01/2026	Billing & Service-wtr	WATER FUND	3,360.00
HEALTH INS-MAR26	03/01/2026	Jean & Zab-wtr	WATER FUND	1,680.00
HEALTH INS-MAR26	03/01/2026	WPC Health Ins	WPC	16,800.00
HEALTH INS-MAR26	03/01/2026	Billing & Service-wpc	WPC	2,240.00
HEALTH INS-MAR26	03/01/2026	Jean & Zab - wpc	WPC	1,120.00
Total Employee Benefit Account:				106,400.00
<b>Enersys</b>				
90273632	02/17/2026	8)3CC-05M 100 AMP-HR FLOODED LEAD CALCIUM BATTERY, 3 CELL J	ELECTRIC FUND	4,536.00
90273632	02/17/2026	FREIGHT - PREPAY & ADD FOB ORIGIN	ELECTRIC FUND	207.16
90273632	02/17/2026	Sales Tax	ELECTRIC FUND	355.74
90275149	02/26/2026	8)3CC-05M 100 AMP-HR FLOODED LEAD CALCIUM BATTERY, 3 CELL J	ELECTRIC FUND	4,536.00
90275149	02/26/2026	FREIGHT PREPAY & ADD FOB ORIGIN	ELECTRIC FUND	190.97
90275149	02/26/2026	Sales Tax	ELECTRIC FUND	354.52
90275150	02/26/2026	20)3CC-05M 100 AMP-HR FLOODED LEAD CALCIUM BATTERY, 3 CELL	ELECTRIC FUND	11,340.00
90275150	02/26/2026	FREIGHT - PRE-PAY & ADD FOB ORIGIN	ELECTRIC FUND	208.08
90275150	02/26/2026	Sales Tax	ELECTRIC FUND	866.11

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Total Enersys:</b>				<b>22,594.58</b>
<b>Farmers Cooperative</b>				
2267-FEB26	02/28/2026	23.6960 Premium gal Unlead	WPC	74.14
2267-FEB26	02/28/2026	21.3260 gal Super No lead	WPC	51.16
2267-FEB26	02/28/2026	8.99 Super No Lead	WPC	21.41
2267-FEB26	02/28/2026	3.2130 Super No lead	WPC	7.61
2267-FEB26	02/28/2026	44.9070 gal Super No Lead	WPC	106.83
2267-FEB26	02/28/2026	14.7010 gal Super No lead	WPC	34.97
2267-FEB26	02/28/2026	20.3210 Super No Lead	WPC	48.34
2267-FEB26	02/28/2026	12.1140 gal Super No lead	WPC	28.82
2267-FEB26	02/28/2026	17.7850 Super No lead	WPC	44.80
<b>Total Farmers Cooperative:</b>				<b>418.08</b>
<b>Fastenal Company</b>				
180735	03/11/2026	100)S/S PPH MS 10-32x1 @.1046	ELECTRIC FUND	10.46
180735	03/11/2026	20)2-1/2to 16"S63-4@8.50	ELECTRIC FUND	170.00
180735	03/11/2026	Sales Tax	ELECTRIC FUND	13.53
<b>Total Fastenal Company:</b>				<b>193.99</b>
<b>GE Software Inc</b>				
226976	02/28/2026	Fuel Site Modeul Monthly Service-Feb26	ELECTRIC FUND	86.00
226976	02/28/2026	State Sales/Use	ELECTRIC FUND	4.40-
226976	02/28/2026	City Sales/Use	ELECTRIC FUND	1.60-
<b>Total GE Software Inc:</b>				<b>80.00</b>
<b>George Ulrick III</b>				
3245	02/27/2026	1)New Tire@146.47	ELECTRIC FUND	146.47
3245	02/27/2026	Freight	ELECTRIC FUND	30.00
3245	02/27/2026	1)Shoulder Ring @52.34	ELECTRIC FUND	52.34
3245	02/27/2026	1)Seal Kit @46.30	ELECTRIC FUND	46.30
3245	02/27/2026	1)Nut @14.28	ELECTRIC FUND	14.28
3245	02/27/2026	Sales Tax Parts	ELECTRIC FUND	21.70
3245	02/27/2026	Labor Relace left rear tire	ELECTRIC FUND	220.00
3245	02/27/2026	Labor -Reseal Steer Cylinder	ELECTRIC FUND	660.00
3245	02/27/2026	Labor -Remove Shrink Wrap from Drive Shaft	ELECTRIC FUND	55.00
3245	02/27/2026	Sales Tax Labor	ELECTRIC FUND	70.13
<b>Total George Ulrick III:</b>				<b>1,316.22</b>
<b>HDR Engineering Inc</b>				
1200805821	03/03/2026	1/25/26-2/21/26)Evaluate generation equip/develop comprehensive strateg	ELECTRIC FUND	10,733.42
<b>Total HDR Engineering Inc:</b>				<b>10,733.42</b>
<b>Husker Electric Supply</b>				
80727	03/10/2026	3,000)CABLE 12/2 TYPE UF 600 VOLT WG (2 WEEKS)	ELECTRIC FUND	2,038.20
80732	03/10/2026	60)COUPLING PVC-40 2-INCH LLC35 IPEX	ELECTRIC FUND	321.86
80810	03/12/2026	2,800)CONDUIT PLASTIC 2" PV40 20 FT. LENGTHS	ELECTRIC FUND	2,889.60
<b>Total Husker Electric Supply:</b>				<b>5,249.66</b>

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>Iowa Pump Works, Inc</b>				
INV030126	02/26/2026	Replacement Piranha Pump for Lift Station #9 (per quote #QtE010802)	WPC	8,086.00
INV030126	02/26/2026	Shipping	WPC	253.33
Total Iowa Pump Works, Inc:				8,339.33
<b>Johnstone Supply</b>				
2370028	03/04/2026	1)RSD-12x12 Power Open/Spring Closed@230.85	WATER FUND	230.85
2370028	03/04/2026	Frighth	WATER FUND	31.22
2370028	03/04/2026	Use Tax	WATER FUND	19.66
2370028	03/04/2026	State Sales/Use	WATER FUND	14.42-
2370028	03/04/2026	City Sales/Use	WATER FUND	5.24-
Total Johnstone Supply:				262.07
<b>Lammel Plumbing, Inc.</b>				
86778	02/26/2026	For Weibe & Bismark Forced Main Repair Lift Station #3	WPC	1,234.45
Total Lammel Plumbing, Inc.:				1,234.45
<b>Landis and Gyr Technology, Inc.</b>				
90426793	03/04/2026	SaaS Monthly flat Fee/Feb2026	ELECTRIC FUND	3,645.00
Total Landis and Gyr Technology, Inc.:				3,645.00
<b>Lincoln Winwater Works</b>				
118315 01	03/05/2026	1)366 TRIPLE BAND SERVICE SADDLE 19.25 - 20 O.D. X 3/4 NPT (10-1	WATER FUND	765.40
Total Lincoln Winwater Works:				765.40
<b>Mead Lumber Company</b>				
13180130	02/26/2026	1)Foam Mini Paint roller@8.15	WATER FUND	8.15
13180130	02/26/2026	Sales Tax	WATER FUND	.61
Total Mead Lumber Company:				8.76
<b>Midwest Laboratories, Inc.</b>				
1276243	03/03/2026	Weekly Wastewater Samples/Feb26	WPC	1,106.30
Total Midwest Laboratories, Inc.:				1,106.30
<b>Nebraska Public Power District</b>				
47336	03/04/2026	Power Bill/Transmission-feb26	ELECTRIC FUND	22,166.19
9000062259	02/28/2026	2) MTR Translation & Rpt Mtr Srv--Comb Rpt	ELECTRIC FUND	184.00
Total Nebraska Public Power District:				22,350.19
<b>Norris Public Power District</b>				
311885100-FEB26	03/05/2026	Power Bill/City Wells/Feb2026	WATER FUND	5,267.11
Total Norris Public Power District:				5,267.11
<b>Olsson, Inc.</b>				
569628	02/24/2026	2025 Air Emissions Inventory Report (resolution 7718)	WPC	1,437.30
Total Olsson, Inc.:				1,437.30

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
<b>One Call Concepts, Inc.</b>				
6020131	02/28/2026	Street-locate fees	ELECTRIC FUND	26.70
6020131	02/28/2026	Elec-locate fees	ELECTRIC FUND	26.71
6020131	02/28/2026	Water-locate fees	WATER FUND	26.71
6020131	02/28/2026	WPC-locate fees	WPC	26.71
Total One Call Concepts, Inc.:				106.83
<b>O'Reilly Automotive, Inc.</b>				
0749-137483	03/09/2026	1)Optimum Gray @16.99	WATER FUND	18.26
0749-137483	03/09/2026	1)60ozahndclnr @13.99	WATER FUND	15.04
0749-138080	03/11/2026	Sales Tax	ELECTRIC FUND	1.72
0749-138080	03/11/2026	1)Oil Filter@7.93	WATER FUND	7.93
0749-138080	03/11/2026	1)20ozTruck Trt@14.99	WATER FUND	14.99
Total O'Reilly Automotive, Inc.:				57.94
<b>Premier GMC Beatrice LLC</b>				
6032370-1	03/09/2026	1)N-Coolant@30.30	ELECTRIC FUND	30.30
6032370-1	03/09/2026	1)Stat HSG Asy@118.63	ELECTRIC FUND	118.63
6032370-1	03/09/2026	4)SL-N-Sensor@96.20	ELECTRIC FUND	384.80
6032370-1	03/09/2026	Shop Supplies	ELECTRIC FUND	50.00
6032370-1	03/09/2026	Sales Tax	ELECTRIC FUND	43.78
6032370-1	03/09/2026	Labor-C/S SES Light on	ELECTRIC FUND	370.99
6032370-1	03/09/2026	Labor-SI-N Sensor	ELECTRIC FUND	405.48
Total Premier GMC Beatrice LLC:				1,403.98
<b>Priority Printing</b>				
125273	02/20/2026	500) 2 Part Backflow Device@.29106	WATER FUND	145.53
125273	02/20/2026	Sales Tax	WATER FUND	10.91
Total Priority Printing:				156.44
<b>Quadient Leasing USA Inc</b>				
31270251-FEB26	03/03/2026	Postage /split	ELECTRIC FUND	1,010.00
31270251-FEB26	03/03/2026	Postage /split	WATER FUND	606.00
31270251-FEB26	03/03/2026	Postage /split	WPC	404.00
Total Quadient Leasing USA Inc:				2,020.00
<b>Quill Corporation</b>				
48005240	03/03/2026	Street Office Supplies	ELECTRIC FUND	33.23
48005240	03/03/2026	Electric Office Supplies	ELECTRIC FUND	33.24
48005240	03/03/2026	Water Office Supplies	WATER FUND	33.24
Total Quill Corporation:				99.71
<b>Railroad Management Co. III, LLC</b>				
544116	02/23/2026	License Fee 303020/10" Sewer Pipe Encroachment 6/8/26-6/7/27	WPC	1,269.35
Total Railroad Management Co. III, LLC:				1,269.35
<b>Sapp Bros. Petroleum, Inc.</b>				
IN4968458	02/26/2026	1100)UNLEADED GASOLINE@2.397	ELECTRIC FUND	2,636.70
IN4968458	02/26/2026	610)DIESEL 50/50 blend@2.623	ELECTRIC FUND	1,600.04
IN4977521A	03/10/2026	800)DIESEL #2 DYED WITH ADDITIVE PACKAGE, CONTRACT FUEL FO	ELECTRIC FUND	2,166.40

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
IN4977521A	03/10/2026	1200)UNLEADED GASOLINE E-10 CONTRACT FUEL FOR 2026	ELECTRIC FUND	3,138.00
Total Sapp Bros. Petroleum, Inc.:				9,541.14
<b>Terex USA, LLC dba Terex Utilities</b>				
7633165	02/27/2026	NEW TEREX HI-RANGER TL48 ARTICULATING/TELESCOPING AERIAL	ELECTRIC FUND	313,937.00
7633165	02/27/2026	Surcharge Tariff	ELECTRIC FUND	5,065.00
7633165	02/27/2026	Change Order-ChassisMV	ELECTRIC FUND	4,382.00
7633165	02/27/2026	Change Order-InstallMV	ELECTRIC FUND	8,801.00
Total Terex USA, LLC dba Terex Utilities:				332,185.00
<b>Tractor Supply Company</b>				
476532	03/10/2026	1)DW 128pc Mech tool set@104.99	WATER FUND	104.99
476532	03/10/2026	Sales Tax	WATER FUND	7.87
760429	03/09/2026	2)Glue Rat/Mouse Trays@4.99	ELECTRIC FUND	9.98
760429	03/09/2026	Sales Tax	ELECTRIC FUND	.74
Total Tractor Supply Company:				123.58
<b>Tyndale Company, Inc.</b>				
4332279	03/03/2026	1)Ariat M4 Relax Lowrise Bootcut jean@132.00/Stephens	ELECTRIC FUND	132.00
4332279	03/03/2026	shipping	ELECTRIC FUND	12.95
4332279	03/03/2026	sales tax	ELECTRIC FUND	10.87
Total Tyndale Company, Inc.:				155.82
<b>US Postmaster</b>				
030626	03/06/2026	cycle billing postage	ELECTRIC FUND	1,557.84
030626	03/06/2026	cycle billing postage	WATER FUND	934.70
030626	03/06/2026	cycle billing postage	WPC	623.13
218-2026	01/20/2026	First Class Presort Permit 218	ELECTRIC FUND	185.00
218-2026	01/20/2026	First Class Presort Permit 218	WATER FUND	111.00
218-2026	01/20/2026	First Class Presort Permit 218	WPC	74.00
Total US Postmaster:				3,485.67
<b>Visa</b>				
20081-FEB26	03/02/2026	RS Group-Switch	ELECTRIC FUND	27.20
20081-FEB26	03/02/2026	Fleet Farm-Gas	ELECTRIC FUND	46.00
20081-FEB26	03/02/2026	Long Pine -Meals	ELECTRIC FUND	44.99
20081-FEB26	03/02/2026	Phillips 66-gas	ELECTRIC FUND	40.00
20081-FEB26	03/02/2026	McDonalds-Meals	ELECTRIC FUND	18.48
20081-FEB26	03/02/2026	Hampton Inn-Jim/Forest-truck walk thru	ELECTRIC FUND	174.84
20081-FEB26	03/02/2026	Cenex-gas	ELECTRIC FUND	22.50
20081-FEB26	03/02/2026	Walmart-Supplies	ELECTRIC FUND	65.15
20081-FEB26	03/02/2026	Walmart-Employee dinner desserts	ELECTRIC FUND	89.88
20081-FEB26	03/02/2026	Remarkable-Monthly Subscription digital notepad	ELECTRIC FUND	3.21
20081-FEB26	03/02/2026	Menards-Garage Floor epoxy Return	WATER FUND	191.98-
20081-FEB26	03/02/2026	Buy Door Hardware-Exit Device	WATER FUND	252.50
20081-FEB26	03/02/2026	Zoro-Eyewash station	WATER FUND	53.63
20081-FEB26	03/02/2026	Zoro-Spill Kit,AlphaTec Bib Apron	WATER FUND	108.80
20081-FEB26	03/02/2026	Zoro-Facial Protection Face Shield	WATER FUND	15.25
20081-FEB26	03/02/2026	Menards-10)Crft Base E1E-314 Whtpol	WATER FUND	149.05
20081-FEB26	03/02/2026	Supply House-6"PVC Termination Vent	WATER FUND	47.32
20081-FEB26	03/02/2026	Amazon-Gian 1/2" NPT Thermal Relief Vavle	WATER FUND	14.39
20081-FEB26	03/02/2026	Zoro-7)6ft Wrap	WATER FUND	136.73

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
20081-FEB26	03/02/2026	Zoro-Screw Extactor	WATER FUND	29.97
20081-FEB26	03/02/2026	Zoro-No1-9 Carbon Steel Spiral Flute	WATER FUND	55.29
20081-FEB26	03/02/2026	Home Depot-Anvil	WATER FUND	18.00
20081-FEB26	03/02/2026	Home Depot-Bon Tool 19in	WATER FUND	23.03
20081-FEB26	03/02/2026	Zoro-Manhole Cover Hook	WATER FUND	318.55
20081-FEB26	03/02/2026	Int's Code Council-Leadership/Mierau	WATER FUND	750.00
20081-FEB26	03/02/2026	Amazon-EasyHeat 30' Roof Deicing Cable	WATER FUND	137.56
20081-FEB26	03/02/2026	Amazon-saw blades	WATER FUND	79.57
20081-FEB26	03/02/2026	Zoro-Hydrogen Peroxide, First Aid kit	WATER FUND	133.70
20081-FEB26	03/02/2026	Amazon-safety vests	WATER FUND	23.63
20081-FEB26	03/02/2026	Amazon-Hoodie	WATER FUND	41.03
20081-FEB26	03/02/2026	Amazon-safety Vest	WATER FUND	23.92
20081-FEB26	03/02/2026	Zoro-Tissue	WATER FUND	11.46
20081-FEB26	03/02/2026	USPS-Shipping	WATER FUND	16.00
20081-FEB26	03/02/2026	Ebay-ABS Pumps(LS#1)	WPC	132.23
20081-FEB26	03/02/2026	NEBWEA-wastewater operator training-Heideman	WPC	450.00
20081-FEB26	03/02/2026	Amazon-Prime shipping	WPC	16.11
20081-FEB26	03/02/2026	Amazon-Digital Clamp Meter	WPC	106.43
20081-FEB26	03/02/2026	Walmart-Plant Supplies	WPC	157.59
20081-FEB26	03/02/2026	Expedia-Holiday Exp-Heideman training	WPC	503.37
20081-FEB26	03/02/2026	Ebay-Sprague Capacitor(LS#1)	WPC	11.80
20081-FEB26	03/02/2026	Amazon-Prime shipping	WPC	2.14
20081-FEB26	03/02/2026	Amazon-safety Clothing-Jacket	WPC	42.45
Total Visa:				4,201.77
<b>Wesco Distributing, Inc.</b>				
923055	03/06/2026	6)SINGLE PHASE JUNCTION ENCLOSURE NORDIC ND-2202248-MG-1	ELECTRIC FUND	6,966.00
923055	03/06/2026	4)ENCLOSURE 3 PH. SWITCHING NORDIC ND-350	ELECTRIC FUND	9,503.00
Total Wesco Distributing, Inc.:				16,469.00
<b>Westlake Hardware, Inc.</b>				
10359463	02/23/2026	1)Hammr Drl Bt@6.83	WPC	6.83
10359463	02/23/2026	1)3/4 RGD 1H Strap @1.79	WPC	1.79
10359463	02/23/2026	3)Bulk Fasteners @2.33	WPC	6.99
10359463	02/23/2026	1)Tube Copper@13.49	WPC	13.49
10359463	02/23/2026	1)Couple Red PVC@14.39	WPC	14.39
10359463	02/23/2026	2)Thread Seal Tpe@1.43	WPC	2.86
10359463	02/23/2026	1)Adapter 3/4@4.49	WPC	4.49
10359463	02/23/2026	2)Elbow 90@2.15	WPC	4.30
10359463	02/23/2026	1)Adapter Sch40@1.25	WPC	1.25
10359463	02/23/2026	1)Elbow 90 pvc40@4.13	WPC	4.13
10359463	02/23/2026	1)Bushing 40ovc@5.93	WPC	5.93
10359463	02/23/2026	1)Cement/Primer @12.59	WPC	12.59
10359503	02/26/2026	1)Sprypnt gray prim@7.19	WATER FUND	7.19
10359503	02/26/2026	Sales Tax	WATER FUND	.54
10359504	02/26/2026	1)Plstc Bucket @4.49	WATER FUND	4.49
10359504	02/26/2026	1)Cln&Rinse Buckt@21.59	WATER FUND	21.59
10359504	02/26/2026	1)Clean Clth Microf@21.59	WATER FUND	21.59
10359504	02/26/2026	Lbman Gator Mop@19.79	WATER FUND	19.79
10359504	02/26/2026	1)HP Good Roller @7.19	WATER FUND	7.19
10359504	02/26/2026	2)Paint Tray Lnr@1.79	WATER FUND	3.58
10359504	02/26/2026	1)Water Seal Roller @13.49	WATER FUND	13.49
10359504	02/26/2026	Sales Tax	WATER FUND	6.88
10359514	02/26/2026	3)Mtl Grind Whl @5.39	WATER FUND	16.17
10359514	02/26/2026	Sales Tax	WATER FUND	1.21

Invoice Number	Invoice Date	Description	Segment Fund	Net Invoice Amount
10359546	03/02/2026	1)Handle Tapr@10.79	WATER FUND	10.79
10359546	03/02/2026	1)Fir Squg Replac Blade@26.99	WATER FUND	26.99
10359546	03/02/2026	Sales Tax	WATER FUND	2.83
10359584	03/05/2026	1)Drain Boilr Brass @10.79	WATER FUND	10.79
10359584	03/05/2026	1)Conn Wire 18-8 Red @2.51	WATER FUND	2.51
10359584	03/05/2026	Sales Tax	WATER FUND	1.00
10359637	03/09/2026	1)Packout CP Orginizer@35.99	ELECTRIC FUND	35.99
10359637	03/09/2026	1)Packout Tool Box @71.97	ELECTRIC FUND	71.97
10359637	03/09/2026	Sales Tax	ELECTRIC FUND	8.10
10359640	03/09/2026	1)Thread Tape 1429x1/2@6.29	WATER FUND	6.29
10359640	03/09/2026	1)Pipe Joint compound@13.49	WATER FUND	13.49
10359640	03/09/2026	Sales Tax	WATER FUND	1.48
10359652	03/10/2026	1)Kilz orginal primer @32.39	ELECTRIC FUND	32.39
10359652	03/10/2026	1)Ace Best W9 Trayset@13.99	ELECTRIC FUND	13.99
10359652	03/10/2026	Sales Tax	ELECTRIC FUND	3.48
Total Westlake Hardware, Inc.:				<u>444.84</u>
Grand Totals:				<u><u>1,058,652.64</u></u>

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

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

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

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## AGENDA ITEM

**Subject:** Pay Request #6 to Building Crafts for the WPC Grit Improvement Project; Pay Request #6 to Van Kirk Brothers for the Heritage Heights Addition Project; Final Pay Request to R.L. Tiemann for the 4<sup>th</sup> & 5<sup>th</sup> Street Downtown Improvement project, as recommended by the Board of Public Works

**For Agenda of:** March 16, 2026

**Exhibit(s):**

**Date Submitted:** March 12, 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 January 28, 2026, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #6 in the amount of \$105,423.65 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
- f. Recommend approval of Pay Request #6 in the amount of \$135,452.65 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, to the Mayor and City Council.
- g. Recommend 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, 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: Hartley, Moran, Zarybnicky  
Nay: None

MOTION CARRIED.

CERTIFICATE OF PAYMENT NO. 6



Date of Issuance: February 23, 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: \$1,170,188.90

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..... \$1,170,188.90  
 Less retained percentage (10%) ..... \$ 117,018.89  
 Net amount due including this estimate..... \$1,053,170.01  
 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

Total Previous Estimates \$ 947,746.36

**NET AMOUNT DUE THIS ESTIMATE \$ 105,423.65**

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: 6
		PERIOD TO: January 31, 2026
FROM CONTRACTOR: BUILDING CRAFTS INC.	OWNER PROJECT OLSSON PROJECT #021-01277	ENGINEER: OLSSON
	BCI PROJECT # 2150	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 .....	\$	1,170,188.90
5. RETAINAGE: 10% .....	\$	117,018.89
6. TOTAL EARNED LESS RETAINAGE .....	\$	1,053,170.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT .....	\$	947,746.36
8. CURRENT PAYMENT DUE .....	\$	105,423.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE .....	\$	3,360,829.99

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: 6						
CONTRACTOR: BUILDING CRAFTS, INC.		OLSSON PROJECT: #021-01277		APPLICATION DATE: 2/2/2026						
Package Item	Item #	Item Description	Scheduled Value	Total Stored Matreial	Work Completed Previously	Work Completed This Period	Work Completed To Date	Total Combined	Percenty Stored & Complete	Balance to Finish
<b>WPC GRIT IMPROVEMENTS</b>										
<b>1</b>		<b>DIVISION 1 - General Conditions</b>								
	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	\$ -	\$ 104,500.00	\$ 17,200.00	\$ 121,700.00	\$ 121,700.00	44%	\$ 157,900.00
	1.d	Submittals	\$ 50,000.00	\$ -	\$ 38,000.00	\$ 2,000.00	\$ 40,000.00	\$ 40,000.00	80%	\$ 10,000.00
	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	\$ -	\$ 50,234.00	\$ 50,234.00	60%	\$ 33,739.64
	1.h	Equipment Rental, Clean up, and Project Safety	\$ 150,000.00	\$ -	\$ 79,050.00	\$ 5,000.00	\$ 84,050.00	\$ 84,050.00	56%	\$ 65,950.00
<b>2</b>		<b>DIVISION 2 - Demolition</b>								
	2.a	Misc. Demolition	\$ 167,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 167,000.00
<b>3</b>		<b>DIVISION 3 - Concrete</b>								
	3.a	Reinforcement Bar	\$ 141,400.00	\$ 5,377.00	\$ 100,808.44	\$ 13,500.00	\$ 114,308.44	\$ 119,685.44	85%	\$ 21,714.56
	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	\$ -	\$ 120,019.88	\$ 33,119.10	\$ 153,138.98	\$ 153,138.98	82%	\$ 32,500.46
	3.f	Short Walls & Trough	\$ 13,748.19	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	36%	\$ 8,748.19
	3.g	Slab 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	\$ -	\$ 1,500.00	\$ 6,400.00	\$ 7,900.00	\$ 7,900.00	90%	\$ 844.00
	3.m	Precast Structural Concrete and Grouting	\$ 281,540.00	\$ -	\$ -	\$ 14,500.00	\$ 14,500.00	\$ 14,500.00	5%	\$ 267,040.00
	3.n									
<b>4</b>		<b>DIVISION 5 - Metals</b>								
	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
<b>5</b>		<b>DIVISION 7 - Waterproofing, Roofing, and Insulation</b>								
	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!	\$ -
<b>6</b>		<b>DIVISION 8 - Openings</b>								
	6.a	Overhead Door	\$ 37,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 37,800.00
	6.b	Aluminum Doors and Windows	\$ 32,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 32,700.00
<b>7</b>		<b>DIVISION 9 - Painting and Coatings</b>								
	1.7a	Paintings	\$ 58,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 58,250.00
<b>8</b>		<b>DIVISION 10 - Specialities</b>								
	8.a	Signage and Fire Extinguishers	\$ 9,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 9,200.00
<b>9</b>		<b>DIVISION 14 - Conveying Equipment</b>								
	9.a	Traveling Bridge Crane	\$ 21,387.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,387.00
<b>10</b>		<b>DIVISION 22 - Plumbing</b>								
	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	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 41,000.00
	10.c									
<b>11</b>		<b>DIVISION 23 - HVAC</b>								
	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	Total Combined	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
<b>12</b>		<b>DIVISION 26 - Electrical</b>								
	12.a	Power Cables, Conductors, Raceways, and Grounding - Materials	\$ 110,300.00	\$ 21,167.54	\$ 12,500.00	\$ 6,700.00	\$ 19,200.00	\$ 40,367.54	37%	\$ 69,932.46
	12.b	Power Cables, Conductors, Raceways, and Grounding - Labor	\$ 44,700.00	\$ -	\$ 23,000.00	\$ 2,000.00	\$ 25,000.00	\$ 25,000.00	56%	\$ 19,700.00
	12.c	Transformer, Panelboards, Switches, and other Misc - Materials	\$ 90,345.00	\$ 27,186.00	\$ 1,301.54	\$ 4,500.00	\$ 5,801.54	\$ 32,987.54	37%	\$ 57,357.46
	12.d	Transformer, Panelboards, Switches, and other Misc - Labor	\$ 40,600.00	\$ -	\$ 6,756.57	\$ 8,500.00	\$ 15,256.57	\$ 15,256.57	38%	\$ 25,343.43
	12.e	Fiber, Communications, Control System Equipment Panels and Racks - Materials	\$ 77,705.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 77,705.00
	12.f	Fiber, Communications, Control System Equipment Panels and Racks - Labor	\$ 44,130.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 44,130.00
<b>13</b>		<b>DIVISION 31 - Earthwork</b>								
	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	\$ -	\$ 35,000.00	\$ 35,000.00	23%	\$ 114,000.00
<b>14</b>		<b>DIVISION 32 - Site Work</b>								
	14.a	Paving & Side Walks	\$ 134,031.14	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 134,031.14
	14.b	Chain-link Fence	\$ 40,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 40,300.00
	14.c	Turf and Grasses	\$ 17,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 17,500.00
<b>15</b>		<b>DIVISION 40 - Process</b>								
	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	\$ 3,854.50	\$ -	\$ 1,385.00	\$ 1,385.00	\$ 5,239.50	5%	\$ 95,260.50
	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	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,426.00
	15.i	Slide Gates - Labor	\$ 21,283.41	\$ -	\$ -	\$ -	\$ -	\$ -	0%	\$ 21,283.41
<b>16</b>		<b>DIVISION 43 &amp; 46 - Process Equipmentt</b>								
	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									
<b>TOTALS</b>			\$ 4,559,000.00	\$ 195,423.74	\$ 852,961.06	\$ 121,804.10	\$ 974,765.16	\$ 1,170,188.90	26%	\$ 3,388,811.10
<b>Additional Work</b>										
1		Change Order 1	\$ (145,000.00)	\$ -	\$ -	\$ -	\$ (145,000.00)	\$ (145,000.00)	100%	\$ -
<b>Total Sum to Date</b>			\$ 4,414,000.00	\$ 195,423.74	\$ 852,961.06	\$ 121,804.10	\$ 829,765.16	\$ 1,025,188.90	23%	\$ 3,388,811.10

# Stored Material Summary

# Contractor's Application

For (contract): WPC GRIT IMPROVEMENTS			Owner's Proj. No.:				Application Number: <b>6</b>			
Contractor: Building Crafts Inc			Engineer's Proj. No.: 021-01277				Application Date: <b>1/21/2026</b>			
A	B	C	D		E		F		G	
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$) (E - F)	
			Date (Mo./Year)	Amount (\$)	Amount (\$)	Subtotal, \$ (D+E)	Date (Mo./Year)	Amount (\$)		
112481 01	33 14 16	Underground Piping	8/1/2025	\$ 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	\$ 19,895.00	\$ -	\$ 19,895.00	10/20/2025	\$ 4,035.00	\$ 15,860.00	
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		\$ 700.69	\$ 1,077.00	
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	\$ 16,315.00	\$ 2,000.00	
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	





LINCOLN WINWATER WORKS CO.  
515 NW 27TH ST, STE 2  
LINCOLN NE 68528-1001

# INVOICE

Page	CUSTOMER NUMBER	INVOICE NUMBER
1 of 1	00783-001134	117125 01
DB	INVOICE DATE	INVOICE TOTAL
6	01/08/2026	\$1,385.00

**BILL TO :**

BUILDING CRAFTS INC  
PO BOX 96  
RED OAK, IA 51566-0096

To Reorder Contact Us At  
Phone No: (402) 438-2988  
Fax No: (402) 438-2992

**SHIP TO:**

BEATRICE WPC GRIT IMPROVE  
1300 BEAVER AVE  
308-920-0634  
BEATRICE NE 683105307

6362

PURCHASE ORDER NUMBER	SALESPERSON	TYPE SHIPMENT	SHIP VIA	PAYMENT TERMS	SHIP DATE
2150-P06	038-ANDREW AILES	STOCK		1% 10TH, NET 30TH	01/08/2026
PLACED BY			JOB NAME		
SATYA			WALL SPOOL		

UNITS ORDERED	U/M	ITEM DESCRIPTION	UNITS SHIPPED	B/C	PRICE	DISC/RSTK	EXTENDED	TAX
1	EA	8"X3'-01" FXWCXF DIP DOM CL/PR (COLLAR 13.625" FF)	1		\$1,385.0000		\$1,385.00	N

TAX AREA ID: 280670040  
FEDERAL TAX ID NUMBER: 261074970  
TERMS AND CONDITIONS: You agree that the sale of these products/services is subject to all of our standard terms and conditions of sale located at our website: [www.winsupplyinc.com/s/terms-conditions-sale](http://www.winsupplyinc.com/s/terms-conditions-sale)

**PAY FULL INVOICE AMOUNT BY 02/25/2026**  
**IF PAID BY 02/10/26 YOU MAY DEDUCT \$13.85**

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. For inquiries please call (402) 438-2988.

	Net Sales	\$1,385.00
	Freight	\$0.00
State Tax %0.00	State Tax	\$0.00
Local Tax %0.00	Local Tax	\$0.00
	Invoice Total	\$1,385.00



# INVOICE

**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

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

Job: 0 1220 BEAVER AVENUE

Page 1

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

Account Number	13333
Invoice Date	01/12/26
Invoice Amount	3,119.10
Invoice Number	B1 748149
Amount Paid	

Invoice Terms: Net 30

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

Line	Item Description	Quantity	Unit Price	Misc.	Extension
1	L40 AE 5000 (1S38) CONC	9.00 CY	322.50	0.00	2,902.50
2	GLEN (BCC) ADMIX	4.00 GA	38.40	0.00	153.60
3	WINTER SERVICE CHARGE	9.00 EA	7.00	0.00	63.00
	TKTS: 7209072				

Account: 13333 BUILDING CRAFTS INC  
 Job: 1220 BEAVER  
 Tax Code: BRNTE Nebraska Tax Exempt

Sub Total	3,119.10
Sales Tax	0.00
Total Amount	3,119.10

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.



**Beatrice Ready Mixed**  
 400 Scott Street, Beatrice, NE 68310  
 Phone: (402) 223-4289 Fax: (402) 228-2692

Invoice - Customer Copy

# BCI New

## Invoice Approval Page

Vendor: BEAREA - Beatrice Ready Mixed

InvoiceNo: B1 748149

Invoice Date: 01-12-2026 06:23:17 AM

Amount: 3119.1

Comment: 2150-P10

**RECEIVED**  
01-19-2026 05:01:08 PM

VICKI SELLERS

**ENTERED**  
01-20-2026 06:48:36 AM

VICKI SELLERS

**APPROVED**  
01-21-2026 11:37:15 AM

SATYA MALEMPATI

**REVIEWED**  
01-21-2026 01:26:12 PM

NATALIE STIRRAT

**POSTED**  
01-21-2026 01:26:33 PM

NATALIE STIRRAT



## AGENDA ITEM

**Subject:** Pay Request #6 to Building Crafts for the WPC Grit Improvement Project; Pay Request #6 to Van Kirk Brothers for the Heritage Heights Addition Project; Final Pay Request to R.L. Tiemann for the 4<sup>th</sup> & 5<sup>th</sup> Street Downtown Improvement project, as recommended by the Board of Public Works

**For Agenda of:** March 16, 2026

**Exhibit(s):**

**Date Submitted:** March 12, 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 January 28, 2026, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #6 in the amount of \$105,423.65 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
- f. Recommend approval of Pay Request #6 in the amount of \$135,452.65 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, to the Mayor and City Council.
- g. Recommend 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, 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: Hartley, Moran, Zarybnicky  
Nay: None

MOTION CARRIED.



# JEO Consulting Group Inc.

## Detailed Payment

240608.01 - Heritage Heights Housing Development



**BEATRICE**  
NEBRASKA

**Description** Construct Heritage Heights Housing Development in Beatrice Nebraska.

**Payment Number** 6

**Pay Period** 01/11/2026 to 02/21/2026

**Approval Date** 03/16/2026

**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

Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
<b>Section: 1 - GROUP A - GRADING AND EROSION CONTROL</b>										
0020	1	LS	\$39,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$39,750.00
Mobilization										

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	1,497.500	5,000.000	6,497.500	6,497.500	\$3,444.25	\$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										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0140	13	LF	\$8.000	500.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Existing Gas Line										
0150	14	LF	\$3.750	19.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Fence										
0160	15	EA	\$605.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Tree										
0720	9000-41	CY	\$11.090	33,386.000	0.000	33,386.000	33,386.000	33,386.000	\$0.00	\$370,250.74
Earthwork Measured in Embankment - Beatrice Borrow										
<b>Section Totals:</b>									\$3,444.25	\$499,628.14
<b>Section: 2 - GROUP B - ROADWAY</b>										
0170	16	LS	\$15,150.000	1.000	0.500	0.500	1.000	1.000	\$7,575.00	\$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	0.500	0.250	0.750	0.750	\$900.00	\$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	0.000	54.000	54.000	54.000	\$0.00	\$756.00
Remove Pavement										
0220	21	SY	\$16.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove driveway										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

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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	666.780	2,376.660	3,043.440	3,043.440	\$1,866.98	\$8,521.63
Subgrade Preparation										
0260	25	SY	\$65.500	3,507.000	666.780	2,376.660	3,043.440	3,043.440	\$43,674.09	\$199,345.32
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										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0730	9000-47	LS	-\$11,000.000	1.000	1.000	0.000	1.000	1.000	-\$11,000.00	-\$11,000.00
Contract Reduction										
<b>Section Totals:</b>									\$43,016.07	\$218,397.95
<b>Section: 3 - GROUP C - STORM SEWER</b>										
0340	33	LS	\$19,450.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$19,450.00
Mobilization										
0350	34	LS	\$1,750.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,750.00
Bonding and Insurance										
0360	35	LF	\$54.000	209.000	0.000	209.000	209.000	209.000	\$0.00	\$11,286.00
18" RCP, Class III										
0370	36	LF	\$70.000	345.000	0.000	345.000	345.000	345.000	\$0.00	\$24,150.00
24" RCP, Class III										
0380	37	EA	\$994.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$994.00
18" RCP Flared End Section										
0390	38	EA	\$1,228.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$1,228.00
24" RCP Flared End Section										
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										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0430	42	LF	\$14.000	12.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer Pipe										
0440	43	EA	\$115.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove CMP Storm Sewer FES										
0450	44	EA	\$275.000	2.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Storm Sewer Structure (< 6' deep)										
0460	45	EA	\$27,250.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$27,250.00
Hydrodynamic Separator										
0470	46	EA	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
72" Dia. Storm Sewer Manhole										
0710	6.5.010	EA	\$5,785.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,785.00
60" Dia. Storm Sewer Manhole										
<b>Section Totals:</b>									\$0.00	\$124,838.50
<b>Section: 4 - GROUP D – SANITARY SEWER</b>										
0480	47	LS	\$8,900.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$8,900.00
Mobilization										
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										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0520	51	VF	\$724.000	40.000	10.240	29.760	40.000	40.000	\$7,413.76	\$28,960.00
48" Dia. Concrete Manhole										
0530	52	EA	\$282.000	12.000	0.000	12.000	12.000	12.000	\$0.00	\$3,384.00
8" x 4" Wye, PVC										
0540	53	EA	\$90.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
8" Cap, PVC										
0550	54	EA	\$695.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$695.00
Connect to Existing Sanitary Sewer Main										
0560	55	LF	\$12.000	30.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Remove Sanitary Sewer Pipe										
<b>Section Totals:</b>									\$7,413.76	\$101,686.00
<b>Section: 5 - GROUP E - ROADWAY</b>										
0570	56	LS	\$5,580.000	1.000	0.500	0.500	1.000	1.000	\$2,790.00	\$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	0.500	0.250	0.750	0.750	\$900.00	\$1,350.00
Temporary Traffic Control Measures										
0600	59	SY	\$2.800	2,169.000	1,244.450	344.440	1,588.890	1,588.890	\$3,484.46	\$4,448.89
Subgrade Preparation										
0610	60	SY	\$65.500	2,169.000	1,244.450	344.440	1,588.890	1,588.890	\$81,511.48	\$104,072.30
7" Concrete Pavement										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0620	61	SF	\$88.000	16.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Detectable Warning Panels										
0630	62	EA	\$580.000	1.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Install Stop Sign with Street Sign and Post										
0640	63	EA	\$435.000	3.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Salvage End of Road Marker										
<b>Section Totals:</b>									\$88,685.94	\$117,561.19
<b>Section: 6 - GROUP F – SANITARY SEWER</b>										
0650	64	LS	\$5,320.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$5,320.00
Mobilization										
0660	65	LS	\$505.000	1.000	0.000	1.000	1.000	1.000	\$0.00	\$505.00
Bonding and Insurance										
0670	66	LF	\$48.000	304.000	0.000	304.000	304.000	304.000	\$0.00	\$14,592.00
8" PVC Sanitary Sewer Main, SDR 35										
0680	67	LF	\$40.000	280.000	0.000	280.000	280.000	280.000	\$0.00	\$11,200.00
4" PVC Sanitary Sewer Service, SDR 26										
0690	68	VF	\$724.000	9.000	0.030	8.970	9.000	9.000	\$21.72	\$6,516.00
48" Dia. Concrete Manhole										
0700	69	EA	\$282.000	8.000	0.000	8.000	8.000	8.000	\$0.00	\$2,256.00
8" x 4" Wye, PVC										
<b>Section Totals:</b>									\$21.72	\$40,389.00
<b>Section: Section ID - Section Description</b>										

Detailed Payment:

240608.01 - Heritage Heights Housing Development

03/01/2026

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Line Number	Item ID	Unit	Unit Price	Authorized Quantity	Current Paid Quantity	Previous Paid Quantity	Total Quantity Paid To Date	Total Quantity Placed To Date	Current Payment Amount	Total Amount Paid To Date
0010	Item No.	Unit	\$0.000	0.000	0.000	0.000	0.000	0.000	\$0.00	\$0.00
Item										
<b>Section Totals:</b>									\$0.00	\$0.00
<b>Total Payments:</b>									\$142,581.74	\$1,102,500.78

### 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	68.0 Days	\$0.00
Substantial Completion	10/31/2025	04/01/2026	N/A	\$0.00	N/A	39.0 Days	\$0.00
<b>Total Damages:</b>							\$0.00

## Summary

<b>Current Approved Work:</b>	\$142,581.74	<b>Approved Work To Date:</b>	\$1,102,500.78
<b>Current Stockpile Advancement:</b>	\$0.00	<b>Stockpile Advancement To Date:</b>	\$0.00
<b>Current Stockpile Recovery:</b>	\$0.00	<b>Stockpile Recovery To Date:</b>	\$0.00
<b>Current Retainage:</b>	\$7,129.09	<b>Retainage To Date:</b>	\$55,125.04
<b>Current Retainage Released:</b>	\$0.00	<b>Retainage Released To Date:</b>	\$0.00
<b>Current Liquidated Damages:</b>	\$0.00	<b>Liquidated Damages To Date:</b>	\$0.00
<b>Current Adjustment:</b>	\$0.00	<b>Adjustments To Date:</b>	\$0.00
<b>Current Payment:</b>	\$135,452.65	<b>Payments To Date:</b>	\$1,047,375.74
<b>Previous Payment:</b>	\$171,721.11	<b>Previous Payments To Date:</b>	\$911,923.09

**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** 3-2-2026

**Engineer**  **Date** 3/2/2026

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



## AGENDA ITEM

**Subject:** Pay Request #6 to Building Crafts for the WPC Grit Improvement Project; Pay Request #6 to Van Kirk Brothers for the Heritage Heights Addition Project; Final Pay Request to R.L. Tiemann for the 4<sup>th</sup> & 5<sup>th</sup> Street Downtown Improvement project, as recommended by the Board of Public Works

**For Agenda of:** March 16, 2026

**Exhibit(s):**

**Date Submitted:** March 12, 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 January 28, 2026, as on file in the City Clerk's Office.
- e. Recommend approval of Pay Request #6 in the amount of \$105,423.65 to Building Crafts, Inc., for the WPC Grit Improvements project, to the Mayor and City Council.
- f. Recommend approval of Pay Request #6 in the amount of \$135,452.65 to Van Kirk Brothers Contracting for the 2025 Heritage Heights Addition project, to the Mayor and City Council.
- g. Recommend 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, 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: Hartley, Moran, Zarybnicky  
Nay: None

MOTION CARRIED.



## Application and Certificate for Payment

<b>TO OWNER:</b> (Name and address)	<b>PROJECT:</b>	<b>APPLICATION NUMBER:</b> No. 2 - Final	<b>OWNER</b> <input type="checkbox"/>
City of Beatrice 400 Ella Street Beatrice, Neb. 68310	4 <sup>th</sup> and 5 <sup>th</sup> Street Downtown Improvements Beatrice Neb. 2025	<b>PERIOD TO:</b>	<b>ARCHITECT</b> <input type="checkbox"/>
<b>FROM CONTRACTOR:</b> (Name and address)	<b>VIA ARCHITECT:</b>	<b>CONTRACT FOR:</b>	<b>CONTRACTOR</b> <input type="checkbox"/>
R. L. Tiemann Construction 2401 Centennial Drive Beatrice, Neb. 68310	City of Beatrice City Engineer	<b>CONTRACT DATE:</b>	<b>FIELD</b> <input type="checkbox"/>
		<b>PROJECT NUMBER:</b> 025-016	<b>OTHER</b> <input type="checkbox"/>

### CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM.....\$ 98,921.68
2. Net change by Change Orders.....\$ 19,092.31
3. CONTRACT SUM TO DATE (Line 1+2).....\$ 118,013.99
4. TOTAL COMPLETED & STORED TO DATE.....\$ 118,013.99
5. RETAINAGE:
  - a. 0 % of Completed Work \$ 0.00
  - b. \_\_\_\_\_ % of Completed Work \$ \_\_\_\_\_

Total Retainage.....\$ 0.00
6. TOTAL EARNED LESS RETAINAGE.....\$ 118,013.99  
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$ 112,113.29  
(Line 6 from prior Certificate)
8. CURRENT PAYMEN DUE.....\$ 5,900.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE  
(Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	
Total changes approved in previous months by Owner	\$ 0.00
Total approved this Month	\$ 19,092.31
<b>TOTALS</b>	<b>\$ 19,092.31</b>
NET CHANGES by Change Order	\$ 19,092.31

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

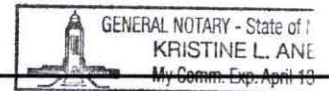
CONTRACTOR:  
By: [Signature] Date: 3/10/26

State of: Nebraska

County of: Gage

Subscribed and sworn to before me this 10<sup>th</sup> day of March

Notary Public: Kristine L. Anello  
My Commission expires: 4/13/26



### ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED.....\$ 5,900.70

(Attached explanation if amount if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:  
By: [Signature] Date: 3-4-26

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.

**4th and 5th Downtown Improvements**

**Date: March 4, 2026**

**RE: Cost Estimate**

<b>Project Totals</b>	<b>Engineers Cost Estimate</b>	<b>RL Tiemann Construction</b>	<b>As-builts</b>	<b>Difference</b>
Bid Section 1	\$48,111.58	\$39,483.85	\$43,685.75	\$4,201.90
Bid Section 2	\$84,501.95	\$59,437.83	\$74,328.24	\$14,890.41
<b>Total</b>	<b>\$132,613.53</b>	<b>\$98,921.68</b>	<b>\$118,013.99</b>	<b>\$19,092.31</b>

4th and 5th Downtown Improvements  
 Date: March 4, 2026  
 RE: Cost Estimate

4th Street

Item No.	Bid Description	Unit	Bid Quantity	RL Tiemann Construction		Unit	Bid Quantity	As-builts	
				Costs/Unit	Item Costs			Costs/Unit	Item Costs
1	Mobilization/Demobilization	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
2	Traffic/Pedestrian Control	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
3	Construction Staking	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
4	Remove Concrete Sidewalk (4-inch thick)	S.Y.	172.8	\$10.00	\$1,728.00	S.Y.	234.0	\$10.00	\$2,339.60
6	Excavate and Haul Unsuitable Material (18-inches)	C.Y.	35.83	\$25.00	\$895.75	C.Y.	35.83	\$25.00	\$895.75
7	Excavate and Haul Unsuitable Material (36-inches)	C.Y.	33.00	\$25.00	\$825.00	C.Y.	33.00	\$25.00	\$825.00
9	Embankment - Planter & Landscape Area Top Soil (established quantity)	C.Y.	68.83	\$50.00	\$3,441.50	C.Y.	68.83	\$50.00	\$3,441.50
11	4" Concrete Sidewalk, Class L10-3500	S.Y.	188.98	\$70.00	\$13,228.60	S.Y.	240.27	\$70.00	\$16,818.90
13	6-inch Thick Concrete Steel Reinforced Wall (12-inch high)	LF	140.0	\$40.00	\$5,600.00	LF	140.0	\$40.00	\$5,600.00
15	Root Barrier (36-inch)	LF	173.0	\$15.00	\$2,595.00	LF	173.0	\$15.00	\$2,595.00
16	Seeding	ACRE	0.02	\$50,000.00	\$1,000.00	ACRE	0.02	\$50,000.00	\$1,000.00
17	Much	C.Y.	5.34	\$500.00	\$2,670.00	C.Y.	5.34	\$500.00	\$2,670.00
				<b>Subtotal</b>	<b>\$39,483.85</b>				
								<b>Subtotal</b>	<b>\$43,685.75</b>
								<b>Quantity Adjustment</b>	<b>\$4,201.90</b>

4th and 5th Downtown Improvements  
 Date: March 4, 2026  
 RE: Cost Estimate

5th Street

Item No.	Bid Description	Unit	Bid Quantity	RL Tiemann Construction		Unit	As-builts		
				Costs/Unit	Item Costs		Bid Quantity	Costs/Unit	Item Costs
1	Mobilization/Demobilization	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
2	Traffic/Pedestrian Control	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
3	Construction Staking	LS	1.0	\$2,500.00	\$2,500.00	LS	1.0	\$2,500.00	\$2,500.00
4	Remove Concrete Sidewalk (4-inch thick)	S.Y.	166.0	\$10.00	\$1,660.00	S.Y.	217.5	\$10.00	\$2,174.50
5	Remove Asphalt/Concrete/Brick Pavement (6 to 10-inch thick)	S.Y.	216.7	\$12.00	\$2,600.40	S.Y.	227.6	\$12.00	\$2,731.56
8	Excavate and Haul Unsuitable Material (42-inches)	C.Y.	28.23	\$25.00	\$705.75	C.Y.	119.70	\$25.00	\$2,992.50
9	Embankment - Planter & Landscape Area Top Soil (established quantity)	C.Y.	13.2	\$50.00	\$660.00	C.Y.	52.4	\$50.00	\$2,620.00
10	Remove 8-inch X 36-inch Concrete Planter Wall	LF	160.0	\$50.00	\$8,000.00	LF	281.1	\$50.00	\$14,054.00
11	4" Concrete Sidewalk, Class L10-3500	S.Y.	115.32	\$70.00	\$8,072.40	S.Y.	139.04	\$70.00	\$9,732.80
12	8" Concrete Pavement w/ Integral Curb, Class 47B-3500	S.Y.	259.31	\$88.00	\$22,819.28	S.Y.	287.76	\$88.00	\$25,322.88
14	6-inch Thick Concrete Steel Reinforced Wall (16-inch high)	LF	160.0	\$45.00	\$7,200.00	LF	160.0	\$45.00	\$7,200.00
17	Much	C.Y.	4.40	\$50.00	\$220.00	C.Y.	0.00	\$50.00	\$0.00
				<b>Subtotal</b>	<b>\$59,437.83</b>				
						<b>Subtotal</b>		<b>\$74,328.24</b>	
						<b>Quantity Adjustment</b>		<b>\$14,890.41</b>	



**AGENDA ITEM**

**Subject:** Resolution executing the Master Agreement Work Order No. 8 with Olsson to update the sanitary sewer Model, as recommended by the Board of Public Works

**For Agenda of:** March 16, 2026

**Exhibit(s):**

**Date Submitted:** March 12, 2026

**Recommend a resolution executing the Master Agreement Work Order No. 8 between the City and Olsson, Inc., to update the sanitary sewer model and develop a technical memorandum with the findings of the model performance, to the Mayor and City Council**

James Burroughs, City Engineer, explained to the Board this is to update the City's sanitary sewer model, as well as add the upcoming Beatrice Commons project to ensure the system can handle the additional load. Burroughs noted the majority of the cost is to update the model, which reports the capacity of the system. Boardmember Moran inquired if the Corral Crossing and Heritage Heights systems will be included as well and what the effect will be going from elementary schools to residential homes. Burroughs noted those redevelopments can also be added to the model and the change will likely be a wash when you consider the amount of students, teachers, etc., with showers, laundry, etc. of residential homes. The total cost of the Agreement is \$18,300. Burroughs noted if there are indicates the current system will not support the new development, Administration will look at making capital project improvements, such as upsizing of the sanitary sewer pipe.

Moved by Hartley, seconded by Zarybnicky, that the Mayor and City Council execute the Master Agreement Work Order No. 8 between the City and Olsson, Inc., to update the sanitary sewer model and develop a technical memorandum with the findings of the model performance.

Roll Call: Yea: Hartley, Moran, Zarybnicky

Nay: None

MOTION CARRIED.

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

A resolution authorizing the Mayor and City Clerk to enter into a Master Agreement Work Order No. 8 with Olsson, Inc., to update the City of Beatrice's sanitary sewer model and develop a technical memorandum with the findings of the model performance.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Master Agreement Work Order No. 8 with Olsson, Inc., to update the City of Beatrice's sanitary sewer model and develop a technical memorandum with the findings of the model performance. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

## MASTER AGREEMENT WORK ORDER NO. 8

This exhibit dated March 4, 2026 is hereby attached to and made a part of the Master Agreement for Professional Services dated April 28, 2023 between City of Beatrice ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### PROJECT DESCRIPTION AND LOCATION

Project will be located at: Beatrice, Nebraska

Project Description: Update the sanitary sewer model with a new residential development and write a technical memorandum with the findings of the model performance.

### SCOPE OF SERVICES

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

#### 100 PROJECT MANAGEMENT

- Project ongoing project management services throughout the duration of the project. This includes managing and monitoring scope, schedule, and budget to ensure successful delivery of all project objectives. Olsson will process invoices, coordinate project activities, and maintain documentation to support effective project execution.
- Conduct a project initiation meeting with stakeholders to review project site, identify specific goals, and establish channels of communication. Olsson will prepare and distribute meeting agendas and minutes of the meeting.
- Schedule and facilitate up to two (2) virtual progress meetings with project stakeholders to review status, address any issues, and ensure alignment with project goals and timelines. Olsson will prepare and distribute meeting agendas and minutes for each progress meeting.
- Assumption: progress meetings are assumed to be up to 60 minutes each; additional time or additional meetings beyond two (2) are Optional Additional Services.

## **200SEWER MODEL UPDATE**

### **200001 - Upgrade/Verify Model to InfoWorks ICM**

- Upgrade model from InfoSewer to InfoWorks ICM
- Verify transferred model still performs as anticipated under existing conditions and consistent with the original InfoSewer model results.

### **200002 - Data Collection**

- Request and review data from Olsson development team regarding designed sewer system.
- Verify data is sufficient for model development.

### **200003 - Update Sewer Model**

- Update sanitary sewer model with proposed residential development using planning level flow assumptions consistent with available standards and guidance.

### **200004 - Run Existing System Flows**

- Run existing system flows with new development flows to evaluate system hydraulic performance under future conditions.

### **200005 - Technical Memorandum**

- Write technical memorandum with findings and recommendations including documentation of assumptions, model limitations, and summary of results.

## **ASSUMPTIONS**

- Model verification will consist of a comparative review of key system responses and will not constitute model calibration.
- No additional flow monitoring or field data collection will be performed.
- Proposed development flow generation rates, peaking factors, and loading assumptions will be based on planning-level criteria unless otherwise directed by the Client.
- Model results are intended for planning and design support purposes only.

## **CLIENT RESPONSIBILITIES**

- Provide available GIS data, record drawings, and system information necessary to support model transfer.

- Review and approve modeling assumptions and proposed development flow criteria.
- Provide timely review comments and written authorization for any scope changes or additional analyses.

## **EXCLUSIONS**

- Calibration of model with new flow monitoring data.
- Adding other development since the last sewer model update. If new significant developments have occurred upstream of this analysis point, it is recommended to add this service as an additional task.
- Field verification of sewer system assets, sizes, slopes, or connectivity.
- Condition assessment, capacity certification, or regulatory compliance determination.
- Design of sewer improvements or preparation of construction documents.
- Cost estimating or phasing analysis.
- Evaluation of future development scenarios beyond those explicitly described in this scope.
- Updates to the model resulting from future changes to the proposed development layout after modeling has commenced.

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

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

## **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date:                    March 11, 2026  
Anticipated Completion Date:            April 17, 2026

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

**COMPENSATION**

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.20, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date. Compensation shall be \$18,300.00 as summarized in the attached fee schedule.

**TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be James Burroughs.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

**OLSSON, INC.**

By Chris Dougherty

By Shayne Hulse

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

**CITY OF BEATRICE**

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

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

Attachments

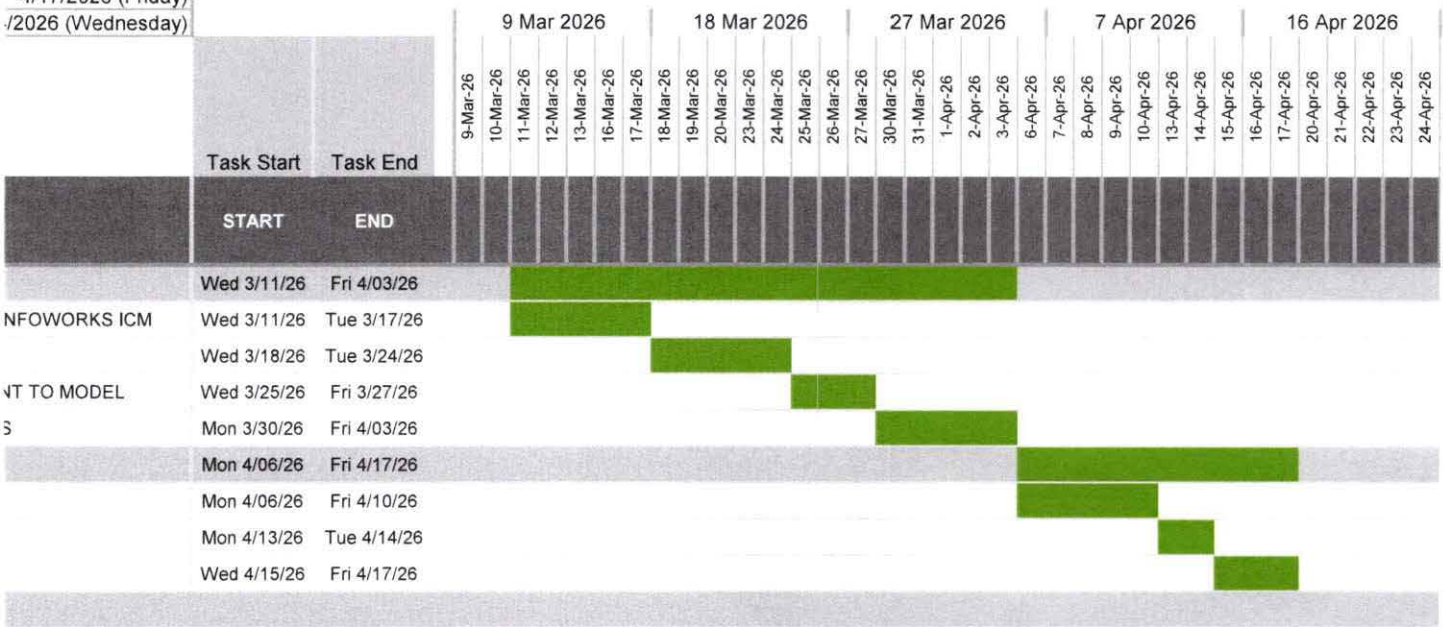
Fee Schedule

Project Schedule

F:\2023\03501-04000\023-03816\20-Management\Contracts\Work Order 8 - Sanitary Sewer Model for Commons Development\26-03-02\_Master Agreement Work Order 8\_SanSewer Model for Commons Devlp.docx

**Project Name:** Sewer Model Update  
**Project #:** 023-03816  
**Client:** City of Beatrice  
**Location:** Beatrice, NE  
**Date:** 3/4/2026

/2026 (Wednesday)  
 4/17/2026 (Friday)  
 /2026 (Wednesday)



# Engineering Fee Calc Sheet

Date: 3/2/2026

Job: Beatrice Sewer Model Update

**TOTALS**

Phase/ Task	Description of Work	Total Man-Days	Total Fee
<b>100</b>	<b>Project Management</b>	-	-
100001	General Project Management	0.75	\$ 1,470.00
100002	Project Kickoff Meeting	0.75	\$ 1,144.00
100003	Progress Meetings (2x)	0.75	\$ 1,212.00
		-	\$ -
<b>200</b>	<b>Sewer Model Update</b>	-	\$ -
200001	Upgrade/Verify Model to InfoWorks ICM	2.00	\$ 2,688.00
200002	Data Collection	1.25	\$ 1,816.00
200003	Add Proposed Development to Model	1.50	\$ 1,660.00
200004	Run Existing System Flows	3.25	\$ 3,792.00
200005	Technical Memo	4.00	\$ 3,952.00
200006	QA/QC	0.25	\$ 472.00
		-	\$ -
		-	\$ -
		-	\$ -
		-	\$ -
		-	\$ -
<b>GRAND TOTAL</b>		<b>14.50</b>	<b>\$ 18,300</b>

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

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

**WHEREAS**, the Beatrice City Code requires any person desiring to sell or offer for sale or peddle goods, wares, or merchandise upon the public street, public parking lots, or public property to first obtain permission from the Mayor and City Council; and

**WHEREAS**, KWBE has requested permission from the Mayor and City Council to serve alcoholic beverages in Charles Park on Friday, June 12, 2026, from 6:00 p.m. to 10:00 p.m., as part of their annual celebration event; and

**WHEREAS**, KWBE has requested permission from the Mayor and City Council to sell or offer for sale or peddle goods, wares, or merchandise upon the City Property located in Charles Park on Friday, June 12, 2026, from 6:00 p.m. to 10:00 p.m., as part of their annual celebration 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 KWBE, and their 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.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

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Amanda Kuhlman, Deputy City Clerk

---

Robert Morgan, Mayor

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**Fwd: KWBE Party**

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**Tobias Tempelmeyer** <ttempelmeyer@beatrice.ne.gov>  
To: Erin Saathoff <esaathoff@beatrice.ne.gov>

Tue, Mar 3, 2026 at 3:15 PM

CC 3/16 - for approval

Tobias J. Tempelmeyer  
City Administrator / General Manager  
City of Beatrice / Beatrice Board of Public Works  
400 Ella Street  
Beatrice, NE 68310  
Office - (402) 228-5200  
Fax - (402) 228-2312  
[www.beatrice.ne.gov](http://www.beatrice.ne.gov)



----- Forwarded message -----

From: **Brad Achtemeier** <brad@newschannelnebraska.com>  
Date: Tue, Mar 3, 2026 at 1:32 PM  
Subject: KWBE Party  
To: Tobias Tempelmeyer <ttempelmeyer@beatrice.ne.gov>

Hi, Tobias.

It appears that we are making our Party Palozza an annual event. I have appreciated the city's willingness to allow us this event at Charles Park. Here is my request to have the event at Charles park on 6/12/26.

I've contacted Mark Pethoud and he was confirming but believe we are good for 6/12/26.

Here are the details:

- June 12th, 2026
- 6p to 10 pm
- Live music from the band Happy Endings
- Drinks – American Legion – Beer, Wine, Mixers, Water – these are charged not free. They will be taking care of the license.
- We will charge a \$2 entrance fee which proceeds go to the American Legion.
- We will be giving away a cash prize to someone in attendance
- Fencing will be provided by MainStreet
- We will hire 1 security officer one to check IDs
- We will put up a tent over the band however, this will be on the school parking lot.
- Based on last year we anticipate 500 to 750 in attendance.

Please let me know if there is anything additional I can provide.

Sincerely,

## Brad Achtemeier

Senior Vice President - Flood Communications

KUTT-FM; KWBE-AM/FM; KGMT-AM; KBIE-FM; KNCY-AM/FM

[brad@floodcomm.com](mailto:brad@floodcomm.com) Best Number: 402-239-2793

Beatrice: 402-228-5923 Nebraska City : 402-873-3348 Gordon : (308) 282-2500



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

**WHEREAS**, Darin Baehr’s term on the Beatrice Board of Public Works will expire April 1, 2026; and

**WHEREAS**, the Mayor and City Council desire to re-appoint Darin Baehr to the Beatrice Board of Public Works.

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

**SECTION 1.** That Darin Baehr be and hereby is re-appointed to the Beatrice Board of Public Works for a term expiring April 1, 2031.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

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

**WHEREAS**, on or about May 20, 2024, the Mayor and City Council of the City of Beatrice adopted the “Employee Technology Usage Policy” to define the acceptable use of Technology at the City of Beatrice and to ensure the City complies with all legally mandated requirements; and

**WHEREAS**, the Mayor and City Council of the City of Beatrice desire to update the “Employee Technology Usage Policy”.

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

**SECTION 1.** That the “Employee Technology Usage Policy”, marked as Exhibit “A”, attached hereto and incorporated herein by this reference, be and hereby is adopted.

**SECTION 2.** That Resolution Number 7310 and any and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND APPROVED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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



# BEATRICE

CITY • BOARD OF PUBLIC WORKS

## EMPLOYEE TECHNOLOGY USAGE POLICY

### PURPOSE

The intent of the Employee Technology Usage Policy is to define the acceptable use of Technology at the City of Beatrice (City) and to ensure the City complies with all legally mandated requirements. It outlines the responsibilities of those who work for and on behalf of the City in contributing to the maintenance and protection of its information resources in a secure, stable, and cost-effective manner. This policy is consistent with the intent and requirements of the City’s work policies and rules.

### POLICY SCOPE

The Employee Technology Usage Policy defines the oversight, use and protection of the City’s computing equipment, network, voice, electronic communications, and data repositories. This includes the acquisition, access and use of all software, hardware, and shared resources, whether connected to the network, configured off the network, or while in transit (mobile).

It applies to all those who work on behalf of the City, including but not limited to, employees, contractors, consultants, , supplementals, interns, volunteers and other workers including all personnel affiliated with third parties. This policy also applies to all equipment that is owned or leased by the City regardless of project and program funding sources.

### ACQUISITION OF TECHNOLOGY RESOURCES

The Information Technology (IT) Department must evaluate and approve all software, hardware, removable devices, and related maintenance and support contracts, whether the selected products or solution will be on the network or off; used by one or many people; and for all program and project funding sources. In addition, acquisition of Technology resources should conform to existing purchasing policies and procedures as defined by the IT Department. Most City-owned Technology has a pre-determined lifecycle replacement period and must be surrendered for replacement on a 1:1 basis or retired, according to that schedule. Such Technology may not be redeployed or otherwise put back into use without approval from the IT Department.

### ACCESS TO THE CITY’S TECHNOLOGY RESOURCES

- The IT Department must approve the setting up of new user accounts.
- Users are responsible to establish and maintain passwords consistent with the City’s standards.
- User accounts and ALL passwords may not be shared with anyone other than the named owner and City IT employees. Examples include co-workers, subordinates, business associates, household members, etc.

- The individual logged onto the City network must be present while the logon credentials are being used to access Network resources, or must ensure that the account is locked or logged off and not being used by others when not present.
- IT Department must approve connection of ANY devices using the City's internal network.
- Information Technology must approve installation of all software, freeware and software that is obtained for evaluation purposes.
- Any software or files downloaded via the Internet into the City's network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses and/or copyrights.
- Direct secure (peer-to-peer) connections are provided only in unique circumstances, requiring prior approval from the IT Department.
- Information Technology must be consulted during the infancy stages of major projects pertaining to or including IT equipment and/or software.
- Connection or installation of personally owned hardware or software within the City-provided infrastructure (i.e. network, Internet, fax lines, telephone lines, and printers) is not allowed.
- All activity resulting from device, network or software application access is the responsibility of the person assigned the user account.

## REMOTE ACCESS TO CITY SYSTEMS

Remote access to certain City systems, applications, and data is maintained for selected employees. City remote access systems require a high level of application and user maintenance as well as monitoring. In addition, they significantly increase the security risks associated with outside access to applications and data. Remote access systems are therefore restricted only to those City employees who show a demonstrated necessity to access data or applications while away from City facilities and ONLY for City business. Remote access will not be granted for convenience. Users who do not regularly utilize remote access systems may be removed as Remote Access Users. Use of remote access for other than official business will result in immediate removal as a remote user and, if appropriate, disciplinary action.

### a. Authorization Required

Prior to use by any City employee, the appropriate City employee must submit a written request to the IT Department identifying the user and stating what business necessity exists requiring the potential user to utilize remote access. Permission will be based on demonstrated need and subject to the criteria listed below.

## INTERNET USAGE

- Use of the Internet should be consistent with City policies and work rules. Incidental personal use of City resources is allowed as defined in the paragraph Incidental Personal Use. Visiting, referencing, downloading and/or storing materials that are inappropriate in a work environment is prohibited unless such activity is specifically related to your employment with the City. Examples include but are not limited to data from sexually explicit sites, and those associated with violence, hate crimes or illegal activities.
- Content and images posted on the City's website, file transfer protocols (FTP), Cloud, or Social Media sites should be consistent with the City's policies and practices and should conform to professional standards in tone and format.

- Monitoring and Reporting of Internet Use - It is the responsibility of Department Heads to monitor and audit Internet web use within their department. Because there is the potential for employee abuse of the system, the City may monitor and record user access to Internet sites. No user should have the expectation of privacy as to his/her Internet usage.
- All information that is posted, copied or shared, either on the City's servers and desktops or on the City's website or Social Media sites, must be done so in accordance with the laws that govern copyrighted materials including, but not limited to, photographs, magazines, books, copyrighted music, the installation of any copyrighted software for which the City or end user does not have an active license, or the installation of "pirated" software.
- Web usage that significantly impacts network bandwidth may be restricted. Individuals should utilize only the City's tools and recommended best practices to manage their connections when viewing, downloading, sharing and printing information to ensure that these shared resources are not negatively impacted.

## **MOBILE DEVICES**

All mobile devices, whether City-owned or personal, that have access to systems and applications are governed by this policy. Applications, including cloud storage software used by staff on their own personal devices may also be subject to this policy. The following general procedures and protocols apply to the use of mobile devices:

- All City-owned mobile computing devices must be protected with a password required at the time the device is powered on.
- Personal mobile computing devices that require network connectivity must conform to City standards for use and configuration.
- Mobile Device Management (MDM) will be used to enforce common security standards and configurations on City-owned devices.
- City-owned mobile devices will have location services enabled at all times.
- Unattended mobile computing devices shall be physically secured .
- Lost and stolen devices will be locked and location services will be used to locate the device. If the device cannot be located, it will be wiped of all information.

Information Technology shall implement procedures and measures to strictly limit access to sensitive data moving to and from mobile computing devices since these devices generally pose a higher risk for incidents than non-portable devices.

## **CELL PHONE USE**

Please refer to the City's Cell Phone Policy for guidelines.

## **E-MAIL COMMUNICATIONS**

- The electronic mail system is intended for business purposes. Electronic mail communications constitute public records and the City has the right to access or monitor messages for work- related purposes, security, or to respond to public record requests. All messages should be composed with the expectation that they are public. Refrain from using your City email address for anything other than official business.
- Users shall have no expectation of privacy in email messages, whether they are business related or an allowed personal use as provided herein. Use of electronic mail shall be considered consent to City

Officials, managers, and other employees to inspect, use, or disclose any electronic mail or other electronic communications and/or data.

- Use of Non-City Email Accounts - Non-City email accounts (like MSN, Yahoo!, Gmail, Hotmail, etc.) may not be used to conduct City business. Likewise, a non-City email account may not be forwarded to a City email account.
- Transmission of Confidential Information - Confidential material must be encrypted before transmission.
- E-mail communications will conform to the same professional standards as with written and verbal business correspondence. A professional tone should prevail and content will be consistent with and representative of the City's policies and practices.
- Use of personal email (like MSN, Yahoo!, Gmail, Hotmail, etc.) is prohibited on City-owned Technology.

## **INTELLECTUAL PROPERTY, PRIVACY AND MONITORING**

There is no right to privacy in the course of using the City's Technology resources, whether conducting City business or for incidental personal use. The City owns all data stored on its network and peripheral devices and reserves the right to inspect and monitor any and all such use at any time (examples include e-mail, voicemail, Internet usage, computers, laptops, cell phones, etc.). The City may conduct requested audits in order to ensure compliance with its policies and requirements, to respond to public disclosure requests, investigate suspicious activities or security threats, or to fulfill legally mandated requirements (i.e. software license rules, Payment Card Industry (PCI) regulations, and the Health Insurance Portability and Accountability Act (HIPAA) requirements), Criminal Justice Information Services (CJIS).

## **INCIDENTAL PERSONAL USE**

The City's Technology resources using an Internet web browser are City property and intended for use to conduct City business by its authorized employees, contractors, consultants, , supplementals, interns, volunteers and other workers including all personnel affiliated with third parties; hereafter referred to as the user. Limited personal use is permitted as long as it does not result in a cost to the City, does not interfere with the responsibilities and fulfillment of job duties, is brief in duration and frequency, does not distract from the conduct of City business and does not compromise the security or integrity of City information or software. As noted previously, there is no right to privacy in the course of using the City's Technology resources, whether for City business or incidental personal use.

### **a. Permissible Use**

Personal use of City-owned devices while on duty shall be kept to a minimum. Downloading personal email to the City's system or attaching a personal email box is prohibited.

### **b. Prohibited Uses**

A prohibited use is any use related to the conduct of an outside business; a use for the purposes of supporting, promoting, or soliciting for any non-City sponsored outside organization or group; soliciting funds for any purpose; or religious activity, campaign or political use; commercial use; posting to or buying from online auction or sales sites; use to conduct illegal activities; any entertainment uses; and/or uses which result in the City being placed on electronic mailing lists related to prohibited uses. . The IT Director and City Administrator have the authority to make an exception on a case-by-case basis.

## SECURITY, STORAGE, AND PROTECTION

Effective security requires the participation and support of every user in the organization. The City employs enterprise tools to manage, monitor and protect the organization from internal and external security threats and data loss. In addition to these measures, it is the responsibility of individuals to remain vigilant in their awareness and protection of the City's resources, including equipment and data they have access to and while in their possession. Specific due diligence requirements are outlined below:

- City devices and computer equipment must be logged out or "locked" when unattended. This also includes a screen lock on City-owned mobile devices.
- All users must log off of their pc and leave it powered on at the end of their shift to enable off- shift maintenance and security updates.
- Intruding or attempting to intrude into any gap in the system or network security is prohibited. Sharing of information with others that facilitates their unauthorized access to the City's data, network or devices, or their exploitation of a security gap is also prohibited.
- It is the responsibility of each individual to prevent unauthorized and indiscriminate access to "personal information" (see Definitions) that could pose the threat of identity theft, thus risking a person's privacy, financial security and other interests.
- As noted above, user accounts and passwords may not be shared. The individual logged onto the City network must be present while logon credentials are being used to access Network resources
- In general it is not permissible to download "personal information" to any removable/portable device, including laptop computers, unless access to that information is within the scope of your job, your manager has approved the copy of information to a portable device and the data or device is encrypted. Please see the City's Personal Information Security policy for further information.
- Transmitting confidential data in part or full via e-mail or other unencrypted medium is prohibited.
- Leaving personal, sensitive or confidential information exposed to view while unattended, either on paper or on screen, is prohibited.
- Whenever possible, laptop and desktop hard drives and removable devices should only contain copies of source files, not the original file.
- Individuals must report to the City any equipment, software or data that is lost, damaged or stolen at their first available opportunity. Reports will be made to a supervisor, manager, or director. Unrecoverable equipment may incur additional replacement costs.
- Lost equipment, especially that containing sensitive or confidential information as defined here, including building access cards, must be reported immediately to the I.T. Staff.
- Stolen computers, laptops, thumb drives, smart phones, etc. must be reported immediately to the Police Department at 402-228-4080 **AND** to the IT Department.
- Storage of any copyrighted material on a network server or local hard drive including, but not limited to, photographs from magazines, books or other copyrighted sources, copyrighted music, the installation of any copyrighted software for which the City or end user does not have an active license, or the installation of "pirated" software is strictly prohibited.

## **ACCESS TO SENSITIVE CARDHOLDER DATA**

- Do not store cardholder data (e.g., full PAN, CVV, magnetic stripe data) unless explicitly authorized.
- Never write down, email, text, or instant-message cardholder data.
- Only use approved systems and applications to process payments.
- Access to payment systems is limited to authorized users with a business need.
- Use only City-approved devices and software for payment-related activities.
- Never respond to requests for cardholder data via email or phone unless verified.
- Avoid using public or unsecured Wi-Fi when handling sensitive data.
- Violations may result in disciplinary action, up to and including termination, and possible legal consequences.

## **REPORTING AND ADMINISTRATION**

Anyone who observes or suspects a violation of these policies and requirements, or a potential gap in security or protection of the City's assets or data, should immediately report these to their Department Head. Violations may result in disciplinary actions up to and including termination of employment. Requests for exceptions to any of the Technology Usage Policy definitions must be submitted in writing from Department Heads to the IT Director. Exceptions require the approval of both the requesting department's director and the IT Director. Approvals must be documented in writing and limited in duration to provide for periodic re-evaluation.

**EMPLOYEE TECHNOLOGY USAGE POLICY  
ACKNOWLEDGEMENT FORM**

I have received a copy of the *Employee Technology Usage Policy* and have read and understand my responsibilities as a user of the City's Technology resources.

I understand this policy is subject to change without notice and agree to abide by it and all subsequent changes.

I also understand that violation of the policy may result in disciplinary action, including termination.

I also understand that this document will be kept in my personnel file.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## **PURPOSE**

The intent of the Employee Technology Usage Policy is to define the acceptable use of Technology at the City of Beatrice (City) and to ensure the City complies with all legally mandated requirements. It outlines the responsibilities of those who work for and on behalf of the City in contributing to the maintenance and protection of its information resources in a secure, stable, and cost-effective manner. This policy is consistent with the intent and requirements of the City's work policies and rules.

## **POLICY SCOPE**

The Employee Technology Usage Policy defines the oversight, use and protection of the City's computing equipment, network, voice, electronic communications, and data repositories. This includes the acquisition, access and use of all software, hardware, and shared resources, whether connected to the network, configured off the network, or while in transit (mobile).

It applies to all those who work on behalf of the City, including but not limited to, employees, contractors, consultants, , supplementals, interns, volunteers and other workers including all personnel affiliated with third parties. This policy also applies to all equipment that is owned or leased by the City regardless of project and program funding sources.

## **ACQUISITION OF TECHNOLOGY RESOURCES**

The Information Technology (IT) Department must evaluate and approve all software, hardware, removable devices, and related maintenance and support contracts, whether the selected products or solution will be on the network or off; used by one or many people; and for all program and project funding sources. In addition, acquisition of Technology resources should conform to existing purchasing policies and procedures as defined by the IT Department. Most City-owned Technology has a pre-determined lifecycle replacement period and must be surrendered for replacement on a 1:1 basis or retired, according to that schedule. Such Technology may not be redeployed or otherwise put back into use without approval from the IT Department.

## **ACCESS TO THE CITY'S TECHNOLOGY RESOURCES**

- The IT Department must approve the setting up of new user accounts.
- Users are responsible to establish and maintain passwords consistent with the City's standards.
- User accounts and ALL passwords may not be shared with anyone other than the named owner and City IT employees. Examples include co-workers, subordinates, business associates, household members, etc.

- The individual logged onto the City network must be present while the logon credentials are being used to access Network resources, or must ensure that the account is locked or logged off and not being used by others when not present.
- IT Department must approve connection of ANY devices using the City's internal network.
- Information Technology must approve installation of all software, freeware and software that is obtained for evaluation purposes.
- Any software or files downloaded via the Internet into the City's network become the property of the City. Any such files or software may be used only in ways that are consistent with their licenses and/or copyrights.
- Direct secure (peer-to-peer) connections are provided only in unique circumstances, requiring prior approval from the IT Department.
- Information Technology must be consulted during the *infancy* stages of major projects pertaining to or including IT equipment and/or software.
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- All activity resulting from device, network or software application access is the responsibility of the person assigned the user account.

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- All information that is posted, copied or shared, either on the City's servers and desktops or on the City's website or Social Media sites, must be done so in accordance with the laws that govern copyrighted materials including, but not limited to, photographs, magazines, books, copyrighted music, the installation of any copyrighted software for which the City or end user does not have an active license, or the installation of "pirated" software.
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## **INCIDENTAL PERSONAL USE**

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### **a. Permissible Use**

Personal use of City-owned devices while on duty shall be kept to a minimum. Downloading personal email to the City's system or attaching a personal email box is prohibited.

### **b. Prohibited Uses**

A prohibited use is any use related to the conduct of an outside business; a use for the purposes of supporting, promoting, or soliciting for any non-City sponsored outside organization or group; soliciting funds for any purpose; or religious activity, campaign or political use; commercial use; posting to or buying from online auction or sales sites; use to conduct illegal activities; any entertainment uses; and/or uses which result in the City being placed on electronic mailing lists related to prohibited uses. . The IT Director and City Administrator have the authority to make an exception on a case-by-case basis.

## SECURITY, STORAGE, AND PROTECTION

Effective security requires the participation and support of every user in the organization. The City employs enterprise tools to manage, monitor and protect the organization from internal and external security threats and data loss. In addition to these measures, it is the responsibility of individuals to remain vigilant in their awareness and protection of the City's resources, including equipment and data they have access to and while in their possession. Specific due diligence requirements are outlined below:

- City devices and computer equipment must be logged out or "locked" when unattended. This also includes a screen lock on City-owned mobile devices.
- All users must log off of their pc and leave it powered on at the end of their shift to enable off- shift maintenance and security updates.
- Intruding or attempting to intrude into any gap in the system or network security is prohibited. Sharing of information with others that facilitates their unauthorized access to the City's data, network or devices, or their exploitation of a security gap is also prohibited.
- It is the responsibility of each individual to prevent unauthorized and indiscriminate access to "personal information" (see Definitions) that could pose the threat of identity theft, thus risking a person's privacy, financial security and other interests.
- As noted above, user accounts and passwords may not be shared. The individual logged onto the City network must be present while logon credentials are being used to access Network resources
- In general it is not permissible to download "personal information" to any removable/portable device, including laptop computers, unless access to that information is within the scope of your job, your manager has approved the copy of information to a portable device and the data or device is encrypted. Please see the City's Personal Information Security policy for further information.
- Transmitting confidential data in part or full via e-mail or other unencrypted medium is prohibited.
- Leaving personal, sensitive or confidential information exposed to view while unattended, either on paper or on screen, is prohibited.
- Whenever possible, laptop and desktop hard drives and removable devices should only contain copies of source files, not the original file.
- Individuals must report to the City any equipment, software or data that is lost, damaged or stolen at their first available opportunity. Reports will be made to a supervisor, manager, or director. Unrecoverable equipment may incur additional replacement costs.
- Lost equipment, especially that containing sensitive or confidential information as defined here, including building access cards, must be reported immediately to the I.T. Staff.
- Stolen computers, laptops, thumb drives, smart phones, etc. must be reported immediately to the Police Department at 402-228-4080 **AND** to the IT Department.
- Storage of any copyrighted material on a network server or local hard drive including, but not limited to, photographs from magazines, books or other copyrighted sources, copyrighted music, the installation of any copyrighted software for which the City or end user does not have an active license, or the installation of "pirated" software is strictly prohibited.

## ACCESS TO SENSITIVE CARDHOLDER DATA

- Do not store cardholder data (e.g., full PAN, CVV, magnetic stripe data) unless explicitly authorized.
- Never write down, email, text, or instant-message cardholder data.
- Only use approved systems and applications to process payments.
- Access to payment systems is limited to authorized users with a business need.
- Use only City-approved devices and software for payment-related activities.
- Never respond to requests for cardholder data via email or phone unless verified.
- Avoid using public or unsecured Wi-Fi when handling sensitive data.
- Violations may result in disciplinary action, up to and including termination, and possible legal consequences.

## REPORTING AND ADMINISTRATION

Anyone who observes or suspects a violation of these policies and requirements, or a potential gap in security or protection of the City's assets or data, should immediately report these to their Department Head. Violations may result in disciplinary actions up to and including termination of employment. Requests for exceptions to any of the Technology Usage Policy definitions must be submitted in writing from Department Heads to the IT Director. Exceptions require the approval of both the requesting department's director and the IT Director. Approvals must be documented in writing and limited in duration to provide for periodic re-evaluation.

**EMPLOYEE TECHNOLOGY USAGE POLICY  
ACKNOWLEDGEMENT FORM**

I have received a copy of the *Employee Technology Usage Policy* and have read and understand my responsibilities as a user of the City's Technology resources.

I understand this policy is subject to change without notice and agree to abide by it and all subsequent changes.

I also understand that violation of the policy may result in disciplinary action, including termination.

I also understand that this document will be kept in my personnel file.

\_\_\_\_\_  
Employee Name (Print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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

**WHEREAS**, on or about May 6, 2024, the Mayor and City Council for the City of Beatrice, Nebraska adopted the Handbook for Non-Union Employees; and

**WHEREAS**, the Mayor and City Council desire to amend the Handbook for Non-Union Employees to establish a comp time – qualified and comp time – non-qualified bank and clean up other provisions.

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

**SECTION 1.** That the “City of Beatrice Handbook for Non-Union Employees”, marked as Exhibit “A”, attached hereto and incorporated herein by this reference, be and hereby is adopted.

**SECTION 2.** That Resolution Number 7289, and all other resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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



**STAKE  
YOUR  
CLAIM**

**BEATRICE**  
CITY • BOARD OF PUBLIC WORKS

# **Handbook for Non-Union Employees**

Adopted March 16, 2026  
Resolution Number \_\_\_\_

# NOTICE

This Handbook for Non-Union Employees only applies to employees of the City of Beatrice or Beatrice Board of Public Works who are not subject to any of the various union negotiated employment contracts.

If you are an employee subject to collective bargaining rights and represented under one of the following union agreements:

International Brotherhood of Electrical Workers Local No. 1536 A.F.L. C.I.O;  
Firefighters Union Local No. 1098; or Fraternal Order of Police Lodge 84,

then please refer to the rules set forth in such union agreements and to the policies adopted and approved by the City Council for the City of Beatrice.

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## **CHAPTER ONE**

### **Personnel Management**

#### **1.01 WELCOME**

Welcome to the City of Beatrice (“City”)! We want to thank you for joining our team. We believe that each employee contributes directly to the growth and success of our organization. We hope that the employment relationship that we share is a long and mutually rewarding one. The purpose of this handbook is to acquaint you with policies set forth by the City. This Handbook for Non-Union Employees states the intent of the Mayor, City Council, and the Board of Directors of the Board of Public Works in providing for the employment conditions and benefits for employees. You should familiarize yourself with the contents of this Handbook for Non-Union Employees, as you are responsible for abiding by the rules that are outlined within.

For convenience, in this handbook, we will refer to your employer as the City of Beatrice, City, we, our, or us. If you have questions regarding the material presented here, please feel free to ask your Superintendent, Department Head, or contact the City Administrator/General Manager.

Again, best wishes for success in your new position with the City!

#### **1.02 LEGAL EFFECT**

The policies in this manual are subject to change. Any changes in this manual shall apply to existing as well as future employees. If and when provisions are formally changed, there will be notification and appropriate replacement documentation will be provided. No statement or promise made by a Superintendent, Department Head, or City Administrator/ General Manager may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

The employment relationship between you and the City is at-will, meaning that the employment relationship may be terminated, at any time, by the City or you for any reason or for no reason, with or without notice. Your employment with the City does not create a contractual relationship.

*The City Handbook for Non-Union Employees is not a contract, expressed or implied.*

#### **1.03 EQUAL EMPLOYMENT OPPORTUNITY**

The City affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, mental or physical disability, marital status, or national origin. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Employees are encouraged to bring equal employment opportunity concerns to the attention of their Superintendent, Department Head, the City Administrator/General Manager, or the City Attorney.

#### **1.04 SCOPE**

The City is made up of several different departments. Any employee not subject to collective bargaining rights and represented under the International Brotherhood of Electrical Workers Local No. 1536 A.F.L. – C.I.O; Firefighters Union Local No. 1098; or Fraternal Order of Police Lodge 84, are subject to this handbook.

The following are exempted from this handbook:

The Mayor, City Council, and the Board of Directors of the Board of Public Works, members of appointive boards, commissions, committees, and independent contractors.

Temporary employees, interns, and citizen volunteers are not eligible for benefits under this Handbook for Non-Union Employees; however, they shall follow the policies set forth as they represent the City. These rules and regulations apply to all employees of the City except where, Civil Service Rules, state statutes, federal laws, or other City policies supersede this handbook.

#### **1.05 CHANGES IN NAME, ADDRESS, AND DEPENDENTS**

Employees shall report to the City Clerk or his/her designee any change of name, change in marital status, or any change in dependents. Also to be reported are any changes in address, telephone number, or information which will affect the personnel record of the employee. This information is required for insurance and tax purposes. The obligation to update the above-mentioned information shall continue after the employment relation has ended for purposes of notice, benefits, and other information.

#### **1.06 NEPOTISM**

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public, as well as internal employees when it comes to the relationships of its employees. Accordingly, all City employees must abide by the "Nepotism Policy" as adopted by the City Council.

#### **1.07 DRESS CODE**

Clothing on the job must be in good taste, clean, neat, and reflect the requirements of the working conditions. A neat, well-groomed appearance is important to assure professionalism and competence in the workplace. First and foremost, common sense and safety must apply. Employees who are required to work in the outside elements should dress appropriately for their own protection. However, the clothing should be clean and well maintained. If an employee wears a uniform, the uniform should be worn properly and kept well maintained. The uniform identifies them as a City employee and proper care of the uniform reflects favorably on them, and the City. Uniforms should never be worn after hours in public where alcohol is served.

## **OFFICE/CLERICAL/RECEPTION:**

*Examples of appropriate dress for male employees include:*

- Suits, sport coats, dress or casual slacks, dress shirts, polos, ties, and sweaters.
- Footwear should be in good repair.
- Hair should be clean and well kept. Facial hair should be neatly trimmed.
- Proper personal hygiene, such as bathing, brushing teeth, and using a deodorant or an antiperspirant, shall be followed.
- Hats shall not be worn by office/clerical/reception employees.

*Examples of appropriate dress for female employees include:*

- Dresses, skirts, casual or dress slacks, sweaters, blouses, polos, and jackets.
- Dresses, skirts, dressy or business Capri's and full skirts may not be more than two inches above the knee.
- Casual or dress shoes should be kept clean and well maintained.
- Footwear should be in good repair.
- Hair should be clean and well kept.
- Proper personal hygiene, such as bathing, brushing teeth, and using a deodorant or an antiperspirant, shall be followed.

*Examples of Inappropriate Dress include:*

- Jerseys, shorts, sweat suits, mini-skirts, halter styled tops or dresses, tube tops, exceptionally tight, low-cut, or revealing.
- Accessories and cosmetics should be worn conservatively.

Exceptions - Fieldwork

- Employees who are required to work out-of-doors during the winter months should wear appropriate footwear, including boots, and/or overshoes.

## **SUPERINTENDENTS/DEPARTMENT HEADS:**

A number of Superintendents and Department Heads also work in the field and are exposed to the elements. Superintendents and Department Heads may abide by the same dress code requirements as applied to their department employees in the field. Superintendents and Department Heads should remember to dress appropriately for meetings, City Council/BPW Board Meetings, conferences, and other meetings outside the field.

## **Casual Day Wear:**

The City Administrator/ General Manager may designate a day that employees can dress in casual attire.

*Examples of Acceptable Casual Attire include:*

- Jeans and capris (denim or other colored) that are clean, not tight or loose, not-faded, stained, torn, or ripped.
- Holiday/Seasonal sweatshirts/shirts or team wear sweatshirts/shirts.

Department Heads, Superintendents, or City Administrator/General Manager are responsible for ensuring that staff meets the dress code as stipulated. Staff wearing inappropriate clothing will be required to leave work and change into appropriate attire without compensation.

### **1.08 CONFLICTS OF INTEREST**

No employee shall engage in any activity or enterprise which conflicts with his/her duties as a City employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities shall be considered as conflicts of interest with City employment:

- (a) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies;
- (b) Any employment, activity, or enterprise which involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for performance of an act which the employee would be required or expected to render in the regular course of City employment or as a part of his/her duties as a City employee;
- (c) Any employment, activity, or enterprise which involves the performance of an act in other than his/her capacity as a City employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
- (d) Any employment, activity, or enterprise which involves so much of the employee's time that it impairs attendance or efficiency in the performance of duties as a City employee.

### **1.09 CONTRACTS FOR GOODS OR SERVICES BETWEEN EMPLOYEES AND THE CITY**

Pursuant to Nebraska Revised Statute §49-14,102, no City employee, a member of that individual's immediate family, or business with which the individual is associated, shall enter into a contract valued at two thousand dollars (\$2,000.00) or more, in any one (1) year, with the City unless the contract is awarded through an open and public process.

Any such employee who represents the City or the other contracting party subject to the statutory restriction stated above should report such a conflict to the City Administrator/ General Manager prior to any award of contract, execution of services, or delivery of goods.

Immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

### **1.10 OUTSIDE EMPLOYMENT**

Employees may hold other employment outside of their City employment as long as it does not interfere with the duties of the City job, their normal working hours, the employee's efficiency is

not hampered, and does not conflict with the interests of the City. No duties of the outside employment shall be carried on while the employee is on duty as a City employee.

### **1.11 ACCEPTANCE OF GIFTS AND FAVORS**

No employee of the City shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee be influenced thereby.

### **1.12 DISCLOSURE OF CONFIDENTIAL INFORMATION**

No employee of the City, without the approval of his/her Department Head, Superintendent, or the City Administrator/General Manager, shall disclose confidential information concerning the property, governance, or affairs of the City, nor under any circumstances, use such information to advance the financial or other private interest of himself/herself or others.

### **1.13 CONDUCT**

Employees of the City shall:

- (a) Treat his/her Department Head, Superintendent, or the City Administrator/General Manager with appropriate respect for the positions they hold, and carry out all orders to the best of their ability without delay or argument;
- (b) Treat the public appropriately and conduct themselves in a professional manner so as to be a credit to the City, both on and off duty;
- (c) Be just and honorable in all their relations with each other. They shall not make false reports or gossip concerning, or to the discredit or injury of, another City employee, concerning City matters; nor shall they act in a manner directed toward creating a disturbance or dissension within City departments;
- (d) Not consume alcoholic beverages while on duty, or have in his/her possession any illegal drugs; or
- (e) Not engage in any form of illegal gambling on City property.

## **CHAPTER TWO**

### **Employee Status, Evaluations, and Personnel Records**

#### **2.01 EMPLOYMENT CATEGORIES**

Each employee is employed in a classification that is considered either "exempt" or "non-exempt". Non-exempt employees are entitled to overtime pay under the Fair Labor Standards Act for hours worked over forty (40) in the same workweek. Exempt employees are not entitled

to such overtime pay. In addition to these distinctions, each employee will also fall into one of the following employment categories:

**TEMPORARY/SEASONAL** employees are those who are hired as interim replacements or seasonal help to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits, such as worker's compensation and social security, they are not eligible for any other benefit programs offered by the City.

**REGULAR PART-TIME** employees are those that work less than forty (40) hours per week and are not seasonal/temporary or in their introductory period. Employees that work thirty (30) hours per week or more are eligible for health insurance benefits. Employees that work less than thirty (30) hours per week will not be eligible to take part in the City's health plan.

**REGULAR FULL-TIME** employees are those who are not in a temporary, probationary, or part-time status and who are regularly scheduled to work a full-time schedule with the City. These employees are eligible for the City's benefits program.

**VARIABLE** employees shall be considered as variable hour employees if, based on the facts and circumstances at the employee's start date, the City cannot determine whether the employee is reasonably expected to be employed on average at least thirty (30) hours of service per week during the initial measurement period because the employee's hours are variable or otherwise uncertain. Factors to consider in determining whether it can be determined that the employee is reasonably expected to be (or reasonably expected not to be) employed on average at least thirty (30) hours of service per week during the initial measurement period include, but are not limited to, whether the employee is replacing an employee who was a full-time employee or a variable hour employee, the extent to which the hours of service of employees in the same or comparable positions have actually varied above and below an average of thirty (30) hours of service per week during recent measurement periods, and whether the job was advertised, or otherwise communicated to the new employee or otherwise documented (for example, through a contract or job description) as requiring hours of service that would average at least thirty (30) hours of service per week, less than thirty (30) hours of service per week, or may vary above and below an average of thirty (30) hours of service per week. These factors are only relevant for a particular new employee if the employer has no reason to anticipate that the facts and circumstances related to that new employee will be different. In all cases, no single factor is determinative. For purposes of determining whether an employee is a variable hour employee, the applicable large employer member may not take into account the likelihood that the employee may terminate employment with the applicable large employer (including any member of the applicable large employer) before the end of the initial measurement period.

## **2.02 PERFORMANCE EVALUATION**

On at least an annual basis, employees shall receive a performance evaluation in writing conducted by his/her Department Head, Superintendent, or the City Administrator/General

Manager. Performance evaluations are intended to provide employees feedback, and give direction in an effort to help them improve in their ability to perform their job duties.

### **2.03 PERSONNEL RECORDS**

All employees may review their personnel record during normal business hours at City Hall by appointment. Record reviews must be accomplished under the supervision of the City Administrator/General Manager or his/her designee. No information may be added to or removed from the file without authorization from the City Administrator/General Manager. In the event such employee disagrees with anything inside their personnel record, employee may submit a rebuttal in writing to be placed in his/her personnel record.

## **CHAPTER THREE**

### **Salaries, Pay Days, Pay Computation, and Deductions**

#### **3.01 SALARIES**

All employees shall have their wages and/or salaries set by ordinance approved by the City Council annually.

All employees shall be paid on a bi-weekly basis, thereby constituting twenty-six (26) pay periods each year.

All employees may be eligible for performance-based salary increases. Performance based salary increases are recommended by an employee's Superintendent, Department Head, or the City Administrator/General Manager and approved by the Mayor. The Mayor and City Administrator/General Manager may alter an employee's wages during the course of the year for such increases as, including but not limited to, completion of probation, job reclassification, performance evaluations, certifications, or trainings.

#### **3.02 PAY COMPUTATION**

Persons employed on an hourly rate of pay shall be paid for the number of hours worked at the rate of pay assigned. Bi-weekly gross pay of an employee employed on an annual salary shall be computed by dividing the annual salary by twenty-six (26) pay periods. Net pay shall be computed by subtracting applicable deductions from the gross pay.

#### **3.03 AUTHORIZED DEDUCTIONS**

The following deductions shall be made from the employee's pay as required by law or because the employee authorizes such a deduction:

- (a) Federal Withholding Tax;
- (b) Social Security (FICA);
- (c) State Withholding Tax;
- (d) Pension Contributions;
- (e) Long Term Disability Insurance;

- (f) Flex Spending Accounts;
- (g) Wage garnishments; and
- (h) Dental, Vision, and Medical Insurance Premiums.

Contributions to charitable and civic organizations may be accomplished at the request of the employee.

### **3.04 DIRECT DEPOSIT**

It is mandatory for all employees to have your net pay deposited directly to an account at the participating financial institution of your choice. Employees may deposit funds in separate accounts by dollar amount or by percentage.

### **3.05 EMPLOYEE INDEBTEDNESS**

The final paycheck due any employee who shall be indebted to the City and shall not be issued until the extent of such indebtedness to the City has been determined and resolved.

### **3.06 FLEXIBLE SPENDING ACCOUNTS (FSA)**

Flexible Spending Accounts (“FSAs”) let you pay for certain health (“Health FSA”) and dependent care expenses (“Dependent Care FSA”) with pre-tax dollars. Employees may contribute to one (1) or both of the City’s FSA accounts with pretax dollars and then receive reimbursement for qualifying expenses for them and their family. Pretax dollars are not subject to state or federal income taxes, or FICA taxes. This benefit saves the employee money by reducing their taxable income and increasing the employee’s spendable income.

Your opportunity to enroll is within the first thirty (30) calendar days of your employment with the City or during the annual enrollment and change period. You must re-enroll every year in health and/or dependent care flexible spending. Changes can only be made during the enrollment and change period or at the time of a qualified life event. Contact the City Clerk if you have further questions.

## **CHAPTER FOUR Benefits**

None of the benefit policies set forth in this Chapter shall apply to any part-time, temporary, seasonal, or variable employees.

### **4.01 GROUP HEALTH, DENTAL INSURANCE, AND LONG-TERM DISABILITY**

- (a) Group health insurance shall be offered to full-time employees and their dependents; and such group health insurance shall be equivalent to the group health insurance provided to such employees subject to a union contract.

- (b) Term life insurance shall be provided for full-time employees in the benefit amount of one (1) times the employee's annual salary. Such life insurance shall not be provided for dependents.
- (c) Any employee seeking to extend health insurance benefits beyond their termination from employment, for any reason, must provide written notification to the City within sixty (60) calendar days of the date of termination. Such extended coverage will be terminated if the required monthly premiums for coverage as determined by the City are not remitted to the City on or before the first day of each month, when the employee dies, when the terminated employee reaches the age of 65, or when the retired employee becomes eligible for Medicare, whichever event occurs sooner, unless otherwise required by Federal law; and coverage will not be reinstated.
- (e) Health insurance coverage for dependents of retired employees shall terminate at the same time as Health Insurance coverage for the retired employee terminates and the dependents will not be offered further COBRA coverage.
- (f) City agrees to make available to the employee and his or her family Group Dental and Vision Coverage, at the expense of the employee, at the group rate through payroll deductions. The administration costs of the plan will be paid by the City.

#### **4.02 LONG-TERM DISABILITY INSURANCE**

All full-time employees shall have long-term disability insurance. All employees shall pay the premium for said long-term disability insurance. The City shall withhold the insurance premium for the long-term disability insurance from each employee's paycheck.

If an employee is receiving long term disability and they wish to receive the difference between their normal net wage after taxes and their long-term disability payment, then the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.

#### **4.03 RETIREMENT PLAN**

All full-time employees not eligible to participate in either the Firefighters or Police Officers retirement plan shall be covered by a Defined Contribution retirement plan.

- (a) Employees covered by the Defined Contribution Retirement Plan
  - (i) Employee contributions shall be six percent (6%) of each employee's gross pay for a regular work week of forty (40) hours; provided, however, the employee shall have the option to contribute a maximum as described by Federal Law of the above-described gross pay. The City's contribution shall be six percent (6%) of each employee's gross pay for a regular work week of forty (40) hours.

Employee contributions shall be withheld from the employee's check bi-weekly.

- (ii) Upon an employee beginning to participate in the retirement plan offered by the City, the employee's contributions shall be vested with the employee immediately and the employer's contributions to the plan shall be vested with the employee at a rate of twenty-five percent (25%) each year.

Employees must remain in the plan as long as they are employed by the City.

- (iii) The employee must be eighteen (18) years of age and have six (6) months of continuous service before he or she is eligible for participation in this plan. Participation is mandatory when the employee becomes eligible.
- (b) For Employees covered by the Police Retirement Plan, the employee and City shall be governed by the provisions of State law and amendments thereto for such retirement plan.
- (c) For Employees covered by the Fire Retirement Plan, the employee and City shall be governed by the provisions of State law and amendments thereto for such retirement plan.
- (d) This plan is in addition to social security or any other plan the employee may have.
- (e) The Employees may contribute additional funds, up to the maximum allowed by federal law, into a 457 plan.

#### **4.04 EDUCATION PLAN**

The City shall follow the "City Education Policy" as adopted and amended from time to time by the City Council. Please refer any questions regarding the "City Education Policy" to the City Clerk or the City Administrator/General Manager.

#### **4.05 REIMBURSEMENT FOR REQUIRED EMPLOYMENT LICENSING/TRAINING**

Any employee who is required by the City to obtain and maintain a Commercial Driver's License ("CDL"), professional license, certification, or other required training of any type as required in the performance of the employee's duties shall be reimbursed for such costs. In the case of a CDL required for the operation of certain City-owned vehicles, such employees shall be reimbursed for the difference between the license fee cost for such CDL paid by such employee and the license fee amount charged by the State of Nebraska for a Class O operator's license.

#### **4.06 HOLIDAYS AND PERSONAL LEAVE**

- (a) The following holidays are observed by the City employees:

New Year's Day	Labor Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Two days Personal leave	Christmas Day

Employees, except Fire Captains, shall receive regular pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday, and whenever any of the holidays listed above fall on a Sunday the succeeding Monday shall be observed as the holiday.

Fire Captains shall receive an additional eight (8) hours pay at one and one half (1.5) times the employee's regular rate of pay for each of the holidays listed above.

- (b) Eligibility requirements. Employees shall be eligible for pay for any holiday falling within a pay period for which they receive compensation unless the employee is no longer employed for any reason prior to the holiday.
- (c) Holiday work. If an employee, except Fire Captains, works on any of the holidays listed above, he/she shall be granted an additional one and one-half (1.5) times his/her regular rate of pay, except for salaried employees. Salaried employees shall receive their base pay only.

If a Fire Captain works on any of the holidays listed above, he/she shall be paid at their regular rate.

(d) Personal leave.

- (i) Each employee, except Fire Captains, shall receive sixteen (16) hours of personal leave each year upon request for said leave from the employee's Superintendent, Department Head, or the City Administrator/General Manager. The time for scheduling said personal leave will be within the discretion of the Superintendent, Department Head, or the City Administrator/General Manager, but will, so far as possible, be granted at the time desired by the employee.

Fire Captains shall receive twenty-four (24) hours of personal leave each year upon request for said leave from the Fire Chief. The scheduling of said personal leave will be within the discretion of the Fire Chief, but will, so far as possible, be granted at the time desired by the employee.

- (ii) Personal leave shall be administered on a calendar year basis (January 1<sup>st</sup> to December 31<sup>st</sup>). Any employee starting after July 1<sup>st</sup> shall only receive half (1/2) of the personal leave they would normally receive for a year. Any unused personal leave shall not be carried over between calendar years and any unused personal leave shall be lost.

#### **4.07 VACATIONS**

- (a) Eligibility and allowances. All employees, except Fire Captains, shall earn vacation commencing at his/her original date of employment at the rate of:

One (1) through Five (5) years	80 hrs. per year
Six (6) through Ten (10) years	120 hrs. per year
Eleven (11) years and thereafter	160 hrs. per year

An employee may carry up to two hundred forty (240) hours of vacation time. Employees shall not exceed two hundred forty (240) hours of accrued vacation time on December 31<sup>st</sup> of any year. If an employee exceeds two hundred forty (240) hours of accrued vacation time on December 31<sup>st</sup> of any year, then the City shall buy back the unused accrued vacation time in excess of two hundred forty (240) hours at the employee's current rate of pay. An employee may sell their vacation time back to the City at the employee's current rate of pay at any time. An employee may not sell more than eighty (80) hours of vacation time in a year.

Fire Captains shall earn vacation commencing at his/her original date of employment at the rate of:

One (1) through Five (5) years	144 hrs. per year
Six (6) through Ten (10) years	192 hrs. per year
Eleven (11) years and thereafter	264 hrs. per year

Fire Captains may carry over the amount of vacation earned in the preceding year. Fire Captains shall not exceed the amount of accrued vacation time earned that year on December 31<sup>st</sup> of any year. If an employee exceeds said amount of accrued vacation time on December 31<sup>st</sup> of any year, then the City shall buy back the unused accrued vacation time in excess said amount at the employee's current rate of pay. An employee may sell their vacation time back to the City at the employee's current rate of pay at any time. An employee may not sell more than eighty (80) hours of vacation time in a year.

- (c) An employee shall accrue a prorated portion of their vacation hours per pay period and such employee shall be entitled to take such accumulated vacation subject to provisions herein.
- (d) Vacation time shall be approved by the employee's Department head, Superintendent, or the City Administrator/General Manager. Vacations will, so far as possible, be granted at a time desired by the employee, but the final right to allotment is reserved by the City to ensure continuity of services.
- (e) Vacation pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect on the date immediately preceding the employee's vacation period.
- (f) Upon separation from the City for any reason, an employee shall have an amount of pay equivalent to his/her vacation hours earned but not taken, added to his/her final pay.

**4.08 SICK LEAVE**

- (a) Allowance. Employees, except Fire Captains, incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.

- (i) Eligibility. Employees shall start to earn sick leave from their date of hire and shall be eligible to use sick leave after thirty (30) calendar days of service with the City Employees shall earn sick leave at the rate of eight (8) hours for each month worked.
- (ii) Accumulation. Employees shall accumulate sick leave as long as they are in the service of the employer and may accrue up to one thousand forty (1,040) hours.
- (iii) Unused Sick Leave. Two (2) weeks written notice of voluntary resignation from employment is required to be transmitted to the City Administrator/General Manager in order to be eligible to receive a payout for unused sick leave. If appropriate notice is not received in accordance with this section, the employee forfeits his/her unused sick leave. Two (2) weeks written notice shall not be required of employees leaving employment involuntarily. Employees providing appropriate notice as outlined above shall be compensated for one-half (1/2) of any accumulated unused sick leave hours when they are permanently separated from employment for any reason; provided, that employees shall be compensated for seventy-five percent (75%) of any accumulated unused sick leave hours when they are permanently separated from employment as a result of retirement on or after reaching the age of fifty-five (55) or death. In event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

Any employee with more than one thousand forty (1,040) hours of accumulated unused sick leave as of the first (1<sup>st</sup>) day of January of each year shall receive payment in amount equal to fifty percent (50%) of the value of employees' accumulated unused sick leave in excess of one thousand forty (1,040) hours. Value of employee's accumulated unused sick leave shall be the employee's rate of compensation times the number of accumulated sick leave hours in excess of one thousand forty (1,040) hours times fifty percent (50%).

- (b) Fire Captains incurring any sickness or disability, which renders such employee unable to perform the duties of his/ her employment, shall receive sick leave with pay.
  - (i) Eligibility. Fire Captains shall start to earn sick leave from their date of hire and shall be eligible to use sick leave after thirty (30) calendar days of service with the employer. Fire Captains shall earn sick leave at the rate of sixteen (16) hours per calendar month.
  - (ii) Accumulation. Fire Captains shall accumulate sick leave as long as they are in the service of the employer and may accrue up to one thousand four hundred sixty (1,460) hours.
  - (iii) Unused Sick Leave. Two (2) weeks written notice of voluntary resignation from employment is required to be transmitted to the City Administrator/General Manager in order to be eligible to receive a payout for unused sick leave. If appropriate notice is not received in accordance with this section, the Fire Captain forfeits his/her unused sick leave. Two (2) weeks written notice shall not be required of employees leaving employment involuntarily. Fire Captains providing appropriate notice as outlined above shall be compensated for one-half (1/2) of any accumulated unused sick leave hours, up to a maximum of five hundred forty (540) hours, when they are permanently

separated from employment for any reason; provided, that Fire Captains shall be compensated for seventy-five percent (75%) of any accumulated unused sick leave hours, up to a maximum of seven hundred eighty (780) hours when they are permanently separated from employment as a result of 1) retirement on or after reaching the age of 55, or 2) retirement on or after reaching the age of 50 and having 20 years of service with the City, or 3) death. In the event of death, payment is to be made to the estate of the Fire Captain. The amount of payment for all unused sick leave is to be calculated at the Fire Captain's rate of pay in effect on the pay day immediately preceding the Fire Captain's separation.

Any Fire Captain with more than one thousand four hundred sixty (1,460) hours of accumulated unused sick leave as of the first (1<sup>st</sup>) day of January of each year shall receive payment in amount equal to 25% of the value of the Fire Captain's accumulated unused sick leave in excess of one thousand four hundred sixty (1,460) hours. The value of a Fire Captain's accumulated unused sick leave shall be the Fire Captain's rate of compensation times the number of accumulated sick leave hours in excess of one thousand four hundred sixty (1,460) hours times 25%. No Fire Captain shall receive payment for more than forty-eight (48) hours of unused sick leave in a year.

- (c) An employee may be required by the Department Head, Superintendent, or City Administrator/General Manager to submit a medical certification for any absence for which sick leave is taken. Failure to fulfill this requirement may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay, or during a period if such leave is of one (1) month or more.
- (d) Release to return to work from a medical doctor is required after three (3) work days consecutive absence. Release may be required by the employee's Department Head, Superintendent, or the City Administrator/General Manager for any individual employee if an abuse of sick time is alleged.
- (e) The sick leave benefit is authorized only for illness, injury, or necessary appointments with doctors or dentists. If at all possible, the employee should notify his/her Department Head, Superintendent, or the City Administrator/ General Manager before work time of their inability to come to work for any of the above reasons.
- (f) Family Sickness and Disability. Employees may use their accumulated sick leave to attend to the sickness or disability in the employee's immediate family, defined as the employee's spouse, sons, daughters, mother, father, mother-in-law, or father-in-law, step-child, and person or persons the employee is guardian over, who are under the age of eighteen (18), and currently live in the employee's house. If an employee misses three (3) consecutive work days due to the sickness or disability in the employee's immediate family, then the Department Head or City Administrator/General Manager may require a note from the employee's immediate family member's attending physician stating the illness or disability and expected duration.

(g) Abuse of the sick leave benefit will not be tolerated and will be considered a reason for dismissal.

#### 4.09 LEAVES OF ABSENCE WITH AND WITHOUT PAY

(a) In the event of a death in the family, an employee, except Fire Captain, may be granted time off with pay at the discretion of his/her Department Head, Superintendent, or City Administrator/General Manager in accordance with the following schedule of maximum allowable times:

Employee's spouse or child	40 hours
Employee's mother or father	24 hours
Employee's mother-in-law or father-in-law	24 hours
Employee's brother or sister	16 hours
Employee's brother-in-law or sister-in-law	16 hours
Employee's grandparent	16 hours
Employee's grandchild	24 hours
Employee's daughter-in-law or son-in-law	16 hours

In the case of other relatives or friends, an employee may be granted up to four (4) hours to attend a funeral in the City and up to eight (8) hours to attend a funeral outside the City. If the above is not sufficient, then vacation time or leave without pay must be taken. One (1) day maximum may be granted in cases in which the employee is a pallbearer.

(b) In the event of a death in the family, a Fire Captain may be granted time off with pay at the discretion of the Fire Chief in accordance with the Firefighters Union Contract.

In the case of other relatives or friends, a Fire Captain may be granted time to attend the funeral up to a maximum of twelve (12) hours. If the above schedule is not sufficient, then vacation time or leave without pay must be taken. One (1) day maximum (24 hrs.) may be granted in cases in which a Fire Captain is a pallbearer.

(c) Military Service. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corp Reserve, Air Force Reserve, Coast Guard Reserve, shall be entitled to special leave in each calendar year. Employees who are normally scheduled to work more than one hundred fifty-nine (159) hours in a three (3) week period shall be entitled to one hundred sixty-eight (168) hours of military leave and employees who are normally scheduled to work less than one hundred fifty-nine (159) hours in a three (3) week period shall be entitled to one hundred twenty (120) hours of military leave.

An employee on such leave shall be entitled to full salary for such hours or any portion thereof. Such employees are entitled to additional military leave according to state law. During such leave of absence, the City shall not pay the health insurance premiums of the employee and the employee shall not be entitled to any of the benefits set forth in this Chapter.

- (d) Jury service. When an employee is called for jury service, he/she shall advise his/her Department Head, Superintendent, or City Administrator/General Manager upon receipt of such call, and, if taken from his/her work for such service, shall be paid by the City the difference between the jury service pay and his/her regular hourly rate, not to exceed eight (8) hours for each regular work day while serving. This also covers employees called and who report but do not actually serve. Salaried employees will be paid their normal salaries during jury duty less any jury service pay received by the salaried employee.
- (e) When an employee is subpoenaed as a witness, the employee shall immediately advise his/her Department Head, Superintendent, or City Administrator/General Manager of the service of such subpoena and the date and time such employee is required to appear in court. Such employee shall be granted sufficient leave of absence to enable him/her to make timely appearance in obedience to such subpoena and to return to his/her work after his/her release from further attendance in court. If the employee is a witness as a result of his/her employment with the City, such employee shall be paid by the City the difference between the witness fee and mileage paid at his/her regular rate for each hour in attendance in court, not to exceed eight (8) hours for each day while in attendance. If the employee is a witness for a case unrelated to his/her employment with the City, the employee may elect to utilize vacation hours to make up the difference between the witness fee and his/her normal hourly pay. Salaried employees will be paid their normal salaries during court attendance and travel time less any witness fee received by the salaried employee.
- (f) Each employee shall receive no pay from the City for jury service or for attendance as a witness for days or hours which such employee is not scheduled for work.
- (g) Employees may be granted administrative leave to attend official functions of professional organizations at the discretion of Department Head, Superintendent, or the City Administrator/General Manager's discretion. Administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or work-week. Employees who are granted time off at the discretion of their Department Head, Superintendent, or the City Administrator/General Manager due to inclement weather as outlined in the "Inclement Weather Policy" or other emergency shall be included in this section.
- (h) All employees shall be covered by the City of Beatrice "Return to Work Policy for Work Related Injuries" and "Return to Work Policy for Non-Work Related Injuries", adopted by resolution of the City Council. Employees, except Fire Captains, who are injured or become ill as a result of the performance of their duties and are unable to perform their job duties shall be granted injury leave not to exceed three (3) of the employee's normal working shifts for any particular job-related illness or injury and the employee shall not be required to use sick leave for such injury leave. The City may require medical documentation substantiating the job-related illness or injury and the employee's inability to perform the essential functions of his/her job. Upon receipt of a release from the employee's attending physician, the Department Head, Superintendent, or City Administrator/General Manager may require the employee to report for work on light duty.

- (i) All Fire Captains shall be covered by the City of Beatrice "Return to Work Policy for Work Related Injuries" and "Return to Work Policy for Non-Work Related Injuries", adopted by resolution of the City Council. Fire Captains who are injured or become ill as a result of the performance of their duties and are unable to perform their job duties shall be granted time off with pay for the first one hundred twenty (120) hours that he or she is absent from work and shall be required to use accumulated sick leave hours only for the portion of the time which is compensated by the City as described below during which he or she is absent from work in excess of one hundred twenty (120) hours for each such accident or other cause. The City shall deduct from the wages paid to the employee the amount the employee is entitled to receive pursuant to the Nebraska Workers' Compensation Act. The City may require medical documentation substantiating the job-related illness or injury and the employee's inability to perform the essential functions of his/her job. Upon receipt of a release from the employee's attending physician, the Department Head, Superintendent, or City Administrator/General Manager may require the employee to report for work on light duty.
- (j) If an employee is receiving workers compensation and they wish to receive the difference between their normal net wage after taxes and their workers compensation payment, then the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.
- (k) Employees will be covered by any "Family Medical Leave Act Policy", adopted by resolution approved by the City Council.
- (l) Leave of Absence. Any employee who has maintained employment for a period of six (6) months may request in writing to the City Administrator/General Manager a leave of absence up to ninety (90) calendar days. Before any employee may request a leave of absence the employee must have exhausted all of their accumulated sick leave, personal leave, comp time-qualified and comp time – non-qualified, vacation time, and any applicable Family Medical Leave Act time. Any employee requesting a leave of absence must state the reason they are requesting a leave of absence in writing. While an employee is on leave of absence they shall not receive or accrue any compensation time, vacation time, sick time, personal leave, and the City shall not pay the employee, City shall not pay for the employee's health insurance, and the employee shall not receive any other benefits set forth in this Chapter.

An employee shall not be granted more than ninety (90) calendar days of a leave of absence during a rolling calendar year.

#### **4.10 OVERTIME**

- (a) All non-salaried employees, except Fire Captains, shall be paid overtime at the rate of one and one half (1.5) times their regular hourly rate for all hours worked in excess of their regularly scheduled shift time, provided this is in excess of a forty (40) hour work week. The hours during the work week for which the employee was paid for vacation taken, leaves of absence, and sick leave taken shall not be considered as hours actually worked by the employee.

For all employees, compensatory time rather than overtime compensation may be given for all hours actually worked in excess of forty (40) hours in work week established for the employee.

Whether compensatory time is given in lieu of overtime payment shall be at the discretion of the Department Head; but compensatory time shall not be given unless first requested by the employee. Such compensatory time shall be at a rate of one and one half (1.5) hours of compensatory time for each hour of overtime worked.

No employee shall ever have more than one hundred and twenty (120) hours of comp time-qualified and comp time – non-qualified on the books. The one hundred and twenty (120) hours of comp time may be split between comp time-qualified and comp time – non-qualified but shall not exceed one hundred and twenty (120) hours. No employee shall use more than one hundred and twenty (120) hours of comp time in a year (January 1<sup>st</sup> to December 31<sup>st</sup>). An employee may be able to use more than one hundred and twenty (120) hours of comp time in a year if the additional comp time is used pursuant to the Return-to-Work Policy. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified.

- (b) Fire Captains working “Kelly Days” will be paid for one hundred and six (106) hours of regular time and (6) hours of overtime for each pay period in which the Fire Captain works all scheduled shift hours, or uses any combination of vacation leave, holiday pay, personal leave, administrative leave, or comp time. Should the employee use sick leave, injury leave, funeral leave, military leave, or a leave of absence, such hours shall be reduced from the six (6) hour overtime calculation.

Examples:

1. Fire Captain works no additional overtime hours, takes 24 hours vacation, and uses 48 hours of sick leave. Fire Captain will be paid 112 regular hours of compensation and no overtime.
2. Fire Captain works 24 hours overtime, takes 24 hours vacation, and uses 3 hours of sick leave. Fire Captain will be paid 109 hours of regular time and 27 hours of overtime.
3. Fire Captain works 24 hours overtime, takes 8 hours of holiday pay, and 8 hours of personal leave. Fire Captain will be paid 106 hours of regular time and 30 hours of overtime.
4. Fire Captain works no overtime, and uses 8 hours of comp time. Fire Captain will be paid 106 hours of regular time and 6 hours of overtime.

The City shall maintain a list of hours worked by each Fire Captain. Upon the termination of “Kelly Days” or upon a Fire Captain’s permanent separation from employment, the City shall verify the actual hours worked by the Fire Captain are equal to the hours the Fire Captain was paid. The City shall make adjustments for Fire Captains who were overcompensated or undercompensated after the date of termination of “Kelly Days” or upon the Fire Captain’s permanent separation from employment.

## CHAPTER FIVE Operations

### 5.01 SAFETY

It is the goal of the City to provide a safe and healthful workplace for all employees. The City's policy is aimed at minimizing exposure to health or safety risks of employees and visitors at the City facilities. In order to accomplish this, each employee is expected to obey safety rules and to exercise caution in all work activities. Superintendents and Department Heads shall train their personnel to work safely. Each employee shall know what to do in case of fire or other disaster as well as the location and use of first aid supplies. Safety precautions include the observance of traffic regulations when driving or operating City vehicles and equipment.

Employees must immediately report any unsafe condition to their Department Head, Superintendent, or City Administrator/General Manager. Employees that violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their Department Head, Superintendent, or City Administrator/General Manager. Such reports are necessary to comply with laws and initiate worker's compensation benefits. Each employee will be given a copy of the "City Safety Manual". It is the intent of the City that this manual be read and reviewed for the safety of all employees.

### 5.02 CARE AND USE OF CITY PROPERTY AND EQUIPMENT

Property and equipment that is provided by the City to carry out the duties of day-to-day business is to be used in the way that it is intended. Any employee found to be responsible for damage, unauthorized use, or loss of property through negligence, carelessness, or abuse shall be subject to disciplinary action. No equipment, materials, or supplies shall be removed from their locations without the approval of the Department Head, Superintendent, or City Administrator/General Manager.

### 5.03 USE OF CITY OWNED VEHICLES

Department Heads, Superintendents, and other employees as designated by the City Administrator/General Manager may be allowed to use City owned vehicles as transportation to and from their home to their place of work in addition to use during normal duty hours. Such vehicles shall be used in accordance with the "Use of City-Owned or Leased Vehicles Policy" and shall not be used other than for official City business. These vehicles shall be kept clean and driven in a manner so as to conform with existing traffic regulations and to not bring discredit upon the City. Any employee who will have opportunity to drive a City owned vehicle must inform the City Administrator/General Manager of any change in their license status immediately.

#### **5.04 USE OF SEAT BELTS**

When traveling in a City owned vehicle or traveling in a personal vehicle while on City business, each employee shall wear safety belts and shoulder belts, if so equipped, to provide for the safety of the employee. Such requirement is established by law and the "City Safety Manual". Any employee found in violation of this policy shall be subject to disciplinary action.

#### **5.05 REPORTING OF ACCIDENTS AND INJURIES**

Employees shall report all on-the-job accidents and injuries to their Department Head, Superintendent, and the City Administrator/General Manager as soon as possible after the accident. Injuries of a minor "first aid" nature may be treated at the job site or department office. If the injury requires medical attention, the employee may consult his/her family doctor, as desired. Ambulance services shall be used to transport employees to a hospital if the accident or injury results in incapacitation of the employee. Within twenty-four (24) hours of the incident, the affected employee or his/her Department Head or Superintendent shall file an accident-injury report with the City Administrator/General Manager or his/her designee for insurance purposes.

Employees who have an accident with a City owned vehicle shall:

1. Contact local law enforcement to conduct an accident or related report;
2. Contact their Department Head, Superintendent, or the City Administrator/General Manager;
3. Refrain from any comments regarding who is at fault. Refer such questions to our insurance carrier; and
4. If the City employee is injured due to the accident, a First Report of Alleged Occupational Injury or Illness report shall be completed and provided to the City Administrator/General Manager or his/her designee within twenty-four (24) hours. This shall be done regardless of how minor the accident may be.

An employee may be required by his/her Department Head, Superintendent, or the City Administrator/General Manager to submit to a drug/alcohol test as soon as he/she is able to leave the scene of the accident.

### **CHAPTER SIX**

#### **Employee Technology Usage Policy**

#### **6.01 GENERAL**

Employees of the City shall comply with the "Employee Technology Usage Policy" as adopted by the City Council.

**CHAPTER SEVEN**  
**Conferences, Travel, and Expenses**

**7.01 CONFERENCES - CONVENTIONS, TRAINING, AND MEETINGS**

The City encourages the development of job skills by allowing participation in available training programs whenever possible and economically feasible.

All City employees must abide by the "Training Policy" as adopted and amended from time to time by the City Council for any requests to participate in, or be reimbursed for, any training or continuing education conferences, seminars, or meetings. Please refer to the "Training Policy" for the forms that must be submitted for any such requests.

Please refer any questions regarding the "Training Policy" to the City Clerk or the City Administrator/General Manager.

**7.02 TRAVEL AND OFFICIAL EXPENSE**

The City will reimburse for expenses that are necessarily incurred in the development and operation of our business. To be reimbursable, the expenses should have prior approval, be reasonable, supported by receipts, and the expense form must be properly completed and submitted within seven (7) calendar days after returning.

All expenses reimbursed are assumed to qualify for tax purposes as legitimate business expenses. A description is required by the Internal Revenue Service on all charges that include expenses other than those of the employee. The description of the business purpose should be recorded on the "Travel Expense Authorization & Reimbursement Request" form, including, as appropriate, seminar name or reason for trip, city, date of departure, date of return, and the sponsoring affiliate. Please refer to the "Training Policy" for a more detailed guideline.

**CHAPTER EIGHT**  
**Drug-Free Workplace Policy**

**8.01 TOBACCO USAGE**

Tobacco use is prohibited by all persons in accordance with the "Tobacco Use Policy" as adopted by the City Council.

**8.02 DRUG-FREE WORKPLACE**

The City is committed to providing a safe work environment and prohibits the distribution, manufacture, possession, sale, use, transfer, transport, or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace, on City premises, or in City vehicles. Accordingly, all City employees must abide by the "Drug-Free Workplace Policy" as adopted by the City Council.

**CHAPTER NINE**  
**Sexual and Other Unlawful Harassment Policy**

**9.01 OVERVIEW**

The City is committed to providing a safe and comfortable work environment that is free from all forms of discrimination. Accordingly, all City employees must abide by the "Sexual and Other Unlawful Harassment Policy" as adopted by the City Council.

**CHAPTER TEN**  
**Employee Discipline**

**10.01 CORRECTIVE AND DISCIPLINARY ACTIONS**

- (a) The employment relationship between you and the City is at-will, meaning that the employment relationship may be terminated, at any time, by the City or you for any reason or for no reason, with or without notice. The following section sets forth general guidelines regarding unacceptable conduct in the workplace. However, your employment with the City does not create a contractual relationship, and the City may terminate your employment regardless of whether you have engaged in unacceptable conduct as set forth below.
- (b) Employees are expected to act in a mature and professional manner while performing services for the City. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:
- (1) Failure to observe safety rules and regulations.
  - (2) Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
  - (3) Solicitation, or distribution or display of, unauthorized literature while on City time.
  - (4) Operating a personal business while on City time.
  - (5) Intimidation or coercion.
  - (6) Abuse or waste of City equipment, tools, or material.
  - (7) Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
  - (8) Horseplay, loafing, or sleeping on the job. Employees working twenty-four (24) hour shifts may sleep as permitted by the Department Head.
  - (9) Unauthorized posting, removing, or altering of bulletin board notices.
  - (10) Violation of City or BPW written or verbal policies or procedures.
  - (11) Unauthorized use or release of confidential, sensitive, or privileged information.
  - (12) Intentional unavailability for or refusal to work over-time or respond to emergency call out.
  - (13) Abuse of medical leave or other paid leaves.
  - (14) Conduct unbecoming for a City employee.
  - (15) Insubordination.

- (16) Theft of public or private property, or property belonging to the City.
- (17) Misappropriation of property belonging to the City.
- (18) Unlawful harassment.
- (19) Consumption or possession of alcohol or non-prescribed drugs on City time or property.
- (20) Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- (21) Gambling or fighting on City time or property.
- (22) Conviction of a felony.
- (23) Demeaning, disruptive, or uncooperative conduct in the workplace.
- (24) Intentional or negligent damage or destruction of private or public property.
- (25) Fraud, falsification, or deceit in the conduct of City business.
- (26) Incompetence or unsatisfactory performance.
- (27) Unauthorized possession or use of firearms or hazardous materials on City time or property.
- (28) Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- (29) Acts or threats of physical violence directed towards City officials or employees, or any other third party during work hours, duties, or functions.

## **CHAPTER ELEVEN**

### **General Policies**

#### **11.01 POLITICAL ACTIVITY**

City employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. While on duty as a City employee, no employee may solicit or receive political contributions for himself/herself or for the benefit of other candidates or issues in any election. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. City employees may not be a candidate or be elected to the office of Mayor or City Council while employed. Employee shall resign from employment with the City before filing for election to the offices of Mayor or City Council.

#### **11.02 WORKERS' COMPENSATION**

The City will comply fully with the Workers' Compensation Program that has been established under State statute. All employees shall be covered by the City of Beatrice "*Return to Work Policy for Work Related Injuries*", adopted by resolution approved by the City Council. When accidents occur at work, they must be reported immediately to the Department Head or Superintendent and the appropriate paperwork filled out at that time and sent to the City Administrator/BPW General Manager or his/her designee. A Department Head must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury. The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation. Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's FMLA entitlement.

### **11.03 EMPLOYEE'S FAMILY VISITATION POLICY**

Employees are not permitted to watch their children or other children during work hours. Visitations by children must be approved by the employee's Department Head, Superintendent, or City Administrator/BPW General Manager. **The City of Beatrice is not responsible for any accidents or injuries that take place in or on any City property.**

### **11.04 DRIVING RECORD REVIEW POLICY**

In order to minimize potential losses resulting from motor vehicle accidents involving a City-owned vehicle driven by a City employee, the City of Beatrice will review driving records in accordance with the "Driving Record Review Policy" as adopted by the Beatrice City Council.

### **11.05 SOCIAL MEDIA POLICY**

Employees must remain cognizant of the fact that their social media posts may reflect upon the City. Accordingly, all employees shall abide by the guidelines set forth in the "Social Media Policy" as adopted by the City Council.

### **11.06 FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Family and Medical Leave Act of 1993 ("FMLA") provides certain employees with up to twelve (12) weeks of unpaid, job-protected leave per year. Please refer to the City's "FMLA Policy" for requirements and application.

## **CHAPTER TWELVE**

### **Savings Clause**

#### **12.01 SAVINGS CLAUSE**

If any provision of this policy handbook is declared, by proper legislative or judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this policy handbook shall remain in full force and effect for the duration of this policy handbook.

**HANDBOOK FOR NON-UNION EMPLOYEES RECEIPT**

I have received a copy or acknowledge that the City's Handbook for Non-Union Employees is available electronically and have either read it or had it read to me carefully. I understand all of its rules, polices, terms and conditions, and agree to abide by them realizing that failure to do so may result in disciplinary action and/or termination. I understand that the information contained in it represents management guidelines only, which may be modified from time to time. This Handbook is not a contract. I understand that neither the Handbook's policies nor any other representations made by a management representative or other City Official, at the time of hire or during employment, are to be interpreted as a contract between the City and any of its employees. I also understand that this Handbook supersedes all previous written and unwritten policies, including any previous Handbook. I further understand that my employment is at will, that I am free to resign at any time, and that the City may terminate the employment relationship whenever it determines that it is in its best interest to do so, and may do so with or without notice or cause. I further understand that my employment relationship can only be changed by a written agreement signed by the City Administrator/ General Manager. I understand that these policies, procedures, and statements may be changed at any time, with or without notice.

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Witness Name (printed)

\* Redline \*



# Handbook for Non-Union Employees

Adopted ~~May 6, 2024~~ March 16, 2026  
Resolution Number ~~7289~~ \_\_\_\_\_

# NOTICE

This Handbook for Non-Union Employees only applies to employees of the City of Beatrice or Beatrice Board of Public Works who are not subject to any of the various union negotiated employment contracts.

If you are an employee subject to collective bargaining rights and represented under one of the following union agreements:

International Brotherhood of Electrical Workers Local No. 1536 A.F.L. C.I.O;  
Firefighters Union Local No. 1098; or Fraternal Order of Police Lodge 84,

then please refer to the rules set forth in such union agreements and to the policies adopted and approved by the City Council for the City of Beatrice.

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**CHAPTER ONE**  
**Personnel Management**

**1.01 WELCOME**

Welcome to the City of Beatrice ("City")! We want to thank you for joining our team. We believe that each employee contributes directly to the growth and success of our organization. We hope that the employment relationship that we share is a long and mutually rewarding one. The purpose of this handbook is to acquaint you with policies set forth by the City. This Handbook for Non-Union Employees states the intent of the Mayor, City Council, and the Board of Directors of the Board of Public Works in providing for the employment conditions and benefits for employees. You should familiarize yourself with the contents of this Handbook for Non-Union Employees, as you are responsible for abiding by the rules that are outlined within.

For convenience, in this handbook, we will refer to your employer as the City of Beatrice, City, we, our, or us. If you have questions regarding the material presented here, please feel free to ask your Superintendent, Department Head, or contact the City Administrator/General Manager.

Again, best wishes for success in your new position with the City!

**1.02 LEGAL EFFECT**

The policies in this manual are subject to change. Any changes in this manual shall apply to existing as well as future employees. If and when provisions are formally changed, there will be notification and appropriate replacement documentation will be provided. No statement or promise made by a Superintendent, Department Head, or City Administrator/ General Manager may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

The employment relationship between you and the City is at-will, meaning that the employment relationship may be terminated, at any time, by the City or you for any reason or for no reason, with or without notice. Your employment with the City does not create a contractual relationship.

*The City Handbook for Non-Union Employees is not a contract, expressed or implied.*

**1.03 EQUAL EMPLOYMENT OPPORTUNITY**

The City affirms its commitment to providing a work environment that does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, mental or physical disability, marital status, or national origin. The City will operate in full compliance with applicable federal, state, and local laws prohibiting discrimination in employment. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment. Employees are encouraged to bring equal employment opportunity concerns to the attention of their Superintendent, Department Head, the City Administrator/General Manager, or the City Attorney.

#### 1.04 SCOPE

The City is made up of several different departments. Any employee not subject to collective bargaining rights and represented under the International Brotherhood of Electrical Workers Local No. 1536 A.F.L. – C.I.O; Firefighters Union Local No. 1098; or Fraternal Order of Police Lodge 84, are subject to this handbook.

The following are exempted from this handbook:

The Mayor, City Council, and the Board of Directors of the Board of Public Works, members of appointive boards, commissions, committees, and independent contractors.

Temporary employees, interns, and citizen volunteers are not eligible for benefits under this Handbook for Non-Union Employees; however, they shall follow the policies set forth as they represent the City. These rules and regulations apply to all employees of the City except where, Civil Service Rules, state statutes, federal laws, or other City policies supersede this handbook.

#### 1.05 CHANGES IN NAME, ADDRESS, AND DEPENDENTS

Employees shall report to the City Clerk or his/her designee any change of name, change in marital status, or any change in dependents. Also to be reported are any changes in address, telephone number, or information which will affect the personnel record of the employee. This information is required for insurance and tax purposes. The obligation to update the above-mentioned information shall continue after the employment relation has ended for purposes of notice, benefits, and other information.

#### 1.06 NEPOTISM

Public trust, safety, and City morale require that the City maintain a policy that ensures a sense of fairness to the general public, as well as internal employees when it comes to the relationships of its employees. Accordingly, all City employees must abide by the "Nepotism Policy" as adopted by the City Council.

#### 1.07 DRESS CODE

Clothing on the job must be in good taste, clean, neat, and reflect the requirements of the working conditions. A neat, well-groomed appearance is important to assure professionalism and competence in the workplace. First and foremost, common sense and safety must apply. Employees who are required to work in the outside elements should dress appropriately for their own protection. However, the clothing should be clean and well maintained. If an employee wears a uniform, the uniform should be worn properly and kept well maintained. The uniform identifies them as a City employee and proper care of the uniform reflects favorably on them, and the City. Uniforms should never be worn after hours in public where alcohol is served.

**OFFICE/CLERICAL/RECEPTION:**

*Examples of appropriate dress for male employees include:*

- Suits, sport coats, dress or casual slacks, dress shirts, polos, ties, and sweaters.
- Footwear should be in good repair.
- Hair should be clean and well kept. Facial hair should be neatly trimmed.
- Proper personal hygiene, such as bathing, brushing teeth, and using a deodorant or an antiperspirant, shall be followed.
- Hats shall not be worn by office/clerical/reception employees.

*Examples of appropriate dress for female employees include:*

- Dresses, skirts, casual or dress slacks, sweaters, blouses, polos, and jackets.
- Dresses, skirts, dressy or business Capri's and full skirts may not be more than two inches above the knee.
- Casual or dress shoes should be kept clean and well maintained.
- Footwear should be in good repair.
- Hair should be clean and well kept.
- Proper personal hygiene, such as bathing, brushing teeth, and using a deodorant or an antiperspirant, shall be followed.

*Examples of Inappropriate Dress include:*

- Jerseys, shorts, sweat suits, mini-skirts, halter styled tops or dresses, tube tops, exceptionally tight, low-cut, or revealing.
- Accessories and cosmetics should be worn conservatively.

Exceptions - Fieldwork

- Employees who are required to work out-of-doors during the winter months should wear appropriate footwear, including boots, and/or overshoes.

**SUPERINTENDENTS/DEPARTMENT HEADS:**

A number of Superintendents and Department Heads also work in the field and are exposed to the elements. Superintendents and Department Heads may abide by the same dress code requirements as applied to their department employees in the field. Superintendents and Department Heads should remember to dress appropriately for meetings, City Council/BPW Board Meetings, conferences, and other meetings outside the field.

**Casual Day Wear:**

The City Administrator/ General Manager may designate a day that employees can dress in casual attire.

*Examples of Acceptable Casual Attire include:*

- Jeans and capris (denim or other colored) that are clean, not tight or loose, not-faded, stained, torn, or ripped.
- Holiday/Seasonal sweatshirts/shirts or team wear sweatshirts/shirts.

Department Heads, Superintendents, or City Administrator/General Manager are responsible for ensuring that staff meets the dress code as stipulated. Staff wearing inappropriate clothing will be required to leave work and change into appropriate attire without compensation.

#### 1.08 CONFLICTS OF INTEREST

No employee shall engage in any activity or enterprise which conflicts with his/her duties as a City employee or with the duties, functions, and responsibilities of the department in which he/she is employed. The following activities shall be considered as conflicts of interest with City employment:

- (a) Any employment, activity, or enterprise which involves the use, for private gain, of the City's time, facilities, equipment, or supplies;
- (b) Any employment, activity, or enterprise which involves the receipt or acceptance by the employee of any money or other consideration from anyone other than the City for performance of an act which the employee would be required or expected to render in the regular course of City employment or as a part of his/her duties as a City employee;
- (c) Any employment, activity, or enterprise which involves the performance of an act in other than his/her capacity as a City employee which may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by such employee or the department by which he/she is employed; or
- (d) Any employment, activity, or enterprise which involves so much of the employee's time that it impairs attendance or efficiency in the performance of duties as a City employee.

#### 1.09 CONTRACTS FOR GOODS OR SERVICES BETWEEN EMPLOYEES AND THE CITY

Pursuant to Nebraska Revised Statute §49-14,102, no City employee, a member of that individual's immediate family, or business with which the individual is associated, shall enter into a contract valued at two thousand dollars (\$2,000.00) or more, in any one (1) year, with the City unless the contract is awarded through an open and public process.

Any such employee who represents the City or the other contracting party subject to the statutory restriction stated above should report such a conflict to the City Administrator/ General Manager prior to any award of contract, execution of services, or delivery of goods.

Immediate family shall mean a child residing in an individual's household, a spouse of an individual, or an individual claimed by that individual or that individual's spouse as a dependent for federal income tax purposes.

#### 1.10 OUTSIDE EMPLOYMENT

Employees may hold other employment outside of their City employment ~~with prior approval from his/her Department Head, Superintendent, or the City Administrator/General Manager~~, as long as it does not interfere with the duties of the City job, their normal working hours, the

employee's efficiency is not hampered, and does not conflict with the interests of the City. ~~Approval by the Department Head, Superintendent, or the City Administrator/General Manager shall be based on the nature of the outside employment, hours involved and any other appropriate information. This shall be done prior to acceptance of the outside employment. In any situation wherein extra duty will be necessary in an employee's normal City work, such extra duty shall be in a preference to his/her outside employment.~~ No duties of the outside employment shall be carried on while the employee is on duty as a City employee.

#### 1.11 ACCEPTANCE OF GIFTS AND FAVORS

No employee of the City shall solicit or accept anything of value, including a gift, loan, contribution, reward, or promise of future employment based on an agreement that the vote, official action, or judgment of the employee be influenced thereby.

#### 1.12 DISCLOSURE OF CONFIDENTIAL INFORMATION

No employee of the City, without the approval of his/her Department Head, Superintendent, or the City Administrator/General Manager, shall disclose confidential information concerning the property, governance, or affairs of the City, nor under any circumstances, use such information to advance the financial or other private interest of himself/herself or others.

#### 1.13 CONDUCT

Employees of the City shall:

- (a) Treat his/her Department Head, Superintendent, or the City Administrator/General Manager with appropriate respect for the positions they hold, and carry out all orders to the best of their ability without delay or argument;
- (b) Treat the public appropriately and conduct themselves in a professional manner so as to be a credit to the City, both on and off duty;
- (c) Be just and honorable in all their relations with each other. They shall not make false reports or gossip concerning, or to the discredit or injury of, another City employee, concerning City matters; nor shall they act in a manner directed toward creating a disturbance or dissension within City departments;
- (d) Not consume alcoholic beverages while on duty, or have in his/her possession any illegal drugs; or
- (e) Not engage in any form of illegal gambling on City property.

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**CHAPTER TWO**  
**Employee Status, Evaluations, and Personnel Records**

**2.01 EMPLOYMENT CATEGORIES**

Each employee is employed in a classification that is considered either "exempt" or "non-exempt". Non-exempt employees are entitled to overtime pay under the Fair Labor Standards Act for hours worked over forty (40) in the same workweek. Exempt employees are not entitled to such overtime pay. In addition to these distinctions, each employee will also fall into one of the following employment categories:

**TEMPORARY/SEASONAL** employees are those who are hired as interim replacements or seasonal help to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this category are of a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. While temporary employees receive all legally mandated benefits, such as worker's compensation and social security, they are not eligible for any other benefit programs offered by the City.

**REGULAR PART-TIME** employees are those that work less than forty (40) hours per week and are not seasonal/temporary or in their introductory period. Employees that work thirty (30) hours per week or more are eligible for health insurance benefits. Employees that work less than thirty (30) hours per week will not be eligible to take part in the City's health plan.

**REGULAR FULL-TIME** employees are those who are not in a temporary, probationary, or part-time status and who are regularly scheduled to work a full-time schedule with the City. These employees are eligible for the City's benefits program.

**VARIABLE** employees shall be considered as variable hour employees if, based on the facts and circumstances at the employee's start date, the City cannot determine whether the employee is reasonably expected to be employed on average at least thirty (30) hours of service per week during the initial measurement period because the employee's hours are variable or otherwise uncertain. Factors to consider in determining whether it can be determined that the employee is reasonably expected to be (or reasonably expected not to be) employed on average at least thirty (30) hours of service per week during the initial measurement period include, but are not limited to, whether the employee is replacing an employee who was a full-time employee or a variable hour employee, the extent to which the hours of service of employees in the same or comparable positions have actually varied above and below an average of thirty (30) hours of service per week during recent measurement periods, and whether the job was advertised, or otherwise communicated to the new employee or otherwise documented (for example, through a contract or job description) as requiring hours of service that would average at least thirty (30) hours of service per week, less than thirty (30) hours of service per week, or may vary above and below an average of thirty (30) hours of service per week. These factors are only relevant for a particular new employee if the employer has no reason to anticipate that the facts and circumstances related to that new employee will be different. In all cases, no single factor is determinative. For

purposes of determining whether an employee is a variable hour employee, the applicable large employer member may not take into account the likelihood that the employee may terminate employment with the applicable large employer (including any member of the applicable large employer) before the end of the initial measurement period.

## 2.02 PERFORMANCE EVALUATION

On at least an annual basis, employees shall receive a performance evaluation in writing conducted by his/her Department Head, Superintendent, or the City Administrator/General Manager. Performance evaluations are intended to ~~hold employees accountable~~, provide ~~employees~~ feedback, and give direction in an effort to help them improve in their ability to perform their job duties.

## 2.03 PERSONNEL RECORDS

All employees may review their personnel record during normal business hours at City Hall by appointment. Record reviews must be accomplished under the supervision of the City Administrator/General Manager or his/her designee. No information may be added to or removed from the file without authorization from the City Administrator/General Manager. In the event such employee disagrees with anything inside their personnel record, employee may submit a rebuttal in writing to be placed in his/her personnel record.

### CHAPTER THREE Salaries, Pay Days, Pay Computation, and Deductions

#### 3.01 SALARIES

All employees shall have their wages and/or salaries set by ordinance approved by the City Council annually.

All employees shall be paid on a bi-weekly basis, thereby constituting twenty-six (26) pay periods each year.

All employees may be eligible for performance-based salary increases. Performance based salary increases are recommended by an employee's Superintendent, Department Head, or the City Administrator/General Manager and approved by the Mayor. The Mayor and City Administrator/General Manager may alter an employee's wages during the course of the year for such increases as, including but not limited to, completion of probation, job reclassification, performance evaluations, certifications, or trainings.

#### 3.02 PAY COMPUTATION

Persons employed on an hourly rate of pay shall be paid for the number of hours worked at the rate of pay assigned. Bi-weekly gross pay of an employee employed on an annual salary shall be computed by dividing the annual salary by twenty-six (26) pay periods. Net pay shall be computed by subtracting applicable deductions from the gross pay.

### 3.03 AUTHORIZED DEDUCTIONS

The following deductions shall be made from the employee's pay as required by law or because the employee authorizes such a deduction:

- (a) Federal Withholding Tax;
- (b) Social Security (FICA);
- (c) State Withholding Tax;
- (d) Pension Contributions;
- (e) Long Term Disability Insurance;
- (f) Flex Spending Accounts;
- (g) Wage garnishments; and
- (h) Dental, Vision, and Medical Insurance Premiums.

Contributions to charitable and civic organizations may be accomplished at the request of the employee.

### 3.04 DIRECT DEPOSIT

It is mandatory for all employees to have your net pay deposited directly to an account at the participating financial institution of your choice. Employees may deposit funds in separate accounts by dollar amount or by percentage.

### 3.05 EMPLOYEE INDEBTEDNESS

The final paycheck due any employee who shall be indebted to the City and shall not be issued until the extent of such indebtedness to the City has been determined and resolved.

### 3.06 FLEXIBLE SPENDING ACCOUNTS (FSA)

Flexible Spending Accounts ("FSAs") let you pay for certain health ("Health FSA") and dependent care expenses ("Dependent Care FSA") with pre-tax dollars. Employees may contribute to one (1) or both of the City's FSA accounts with pretax dollars and then receive reimbursement for qualifying expenses for them and their family. Pretax dollars are not subject to state or federal income taxes, or FICA taxes. This benefit saves the employee money by reducing their taxable income and increasing the employee's spendable income.

Your opportunity to enroll is within the first thirty (30) calendar days of your employment with the City or during the annual enrollment and change period. You must re-enroll every year in health and/or dependent care flexible spending. Changes can only be made during the enrollment and change period or at the time of a qualified life event. Contact the City Clerk if you have further questions.

CHAPTER FOUR  
Benefits

None of the benefit policies set forth in this Chapter shall apply to any part-time, temporary, seasonal, or variable employees.

4.01 GROUP HEALTH, DENTAL INSURANCE, AND ~~LONG-TERM~~LONG-TERM DISABILITY

- (a) Group health insurance shall be offered to full-time employees and their dependents; and such group health insurance shall be equivalent to the group health insurance provided to such employees subject to a union contract.
- (b) Term life insurance shall be provided for full-time employees in the benefit amount of one (1) times the employee's annual salary. Such life insurance shall not be provided for dependents.
- (c) ~~If an employee, except Fire Captains, retires at the age of 62, 63 or 64, the retired employee and his or her dependents are eligible to continue coverage under the group health insurance plan described in Section (a) above until the retired employee either reaches the age of 65, becomes eligible for benefits under Title XVIII of the Social Security Act, or dies, whichever occurs sooner. The retired employee shall pay the cost of the premium for such coverage at the rate paid by the City for coverage for each full-time employee and their dependents. Eligibility for coverage will cease if the retired employee fails to make timely payment of any premium paid under this section.~~

~~Any Fire Captain who retires between the ages of 55 and 64, who is not covered by Medicare, and who has worked full time for the City for a continuous period of 15 years is eligible for continued coverage under the City's group health insurance plan, at the expense of the retired Fire Captain. The coverage will consist of coverage which, as of the time the coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees who are currently employed by the City.~~

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Any employee seeking to extend health insurance benefits beyond their termination from employment, for any reason, ~~retirement~~ must provide written notification to the City within sixty (60) calendar days of the date of ~~retirement~~termination. Such extended coverage will be terminated if the required monthly premiums for coverage as determined by the City are not remitted to the City on or before the first day of each month, when the employee dies, when the ~~retired~~terminated employee reaches the age of 65, or when the retired employee becomes eligible for Medicare, whichever event occurs sooner, unless otherwise required by Federal law; and coverage will not be reinstated.

Commented [TT1]: Do we get rid of an employee having access to our health insurance after retirement and just follow COBRA?

Commented [C1R2]: I didn't know there was a difference. I agree that this should just follow COBRA.

Commented [ES1R3]: Agree, it should just follow COBRA.

- (e) Health insurance coverage for dependents of retired employees shall terminate at the same time as Health Insurance coverage for the retired employee terminates and the dependents will not be offered further COBRA coverage.

- (f) City agrees to make available to the employee and his or her family Group Dental and Vision Coverage, at the expense of the employee, at the group rate through payroll deductions. The administration costs of the plan will be paid by the City.

#### 4.02 LONG-TERM DISABILITY INSURANCE

All full-time employees shall have long-term disability insurance. All employees shall pay the premium for said long-term disability insurance. The City shall withhold the insurance premium for the long-term disability insurance from each employee's paycheck.

If an employee is receiving long term disability and they wish to receive the difference between their normal net wage after taxes and their long-term disability payment, then the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.

#### 4.03 RETIREMENT PLAN

All full-time employees not eligible to participate in either the Firefighters or Police Officers retirement plan shall be covered by a Defined Contribution retirement plan.

- (a) Employees covered by the Defined Contribution Retirement Plan

- (i) Employee contributions shall be six percent (6%) of each employee's gross pay for a regular work week of forty (40) hours; provided, however, the employee shall have the option to contribute a maximum as described by Federal Law of the above-described gross pay. The City's contribution shall be six percent (6%) of each employee's gross pay for a regular work week of forty (40) hours.

Employee contributions shall be withheld from the employee's check bi-weekly.

- (ii) Upon an employee beginning to participate in the retirement plan offered by the City, the employee's contributions shall be vested with the employee immediately and the employer's contributions to the plan shall be vested with the employee at a rate of twenty-five percent (25%) each year.

Employees must remain in the plan as long as they are employed by the City.

- (iii) The employee must be eighteen (18) years of age and have six (6) months of continuous service before he or she is eligible for participation in this plan. Participation is mandatory when the employee becomes eligible.

- (b) For Employees covered by the Police Retirement Plan, the employee and City shall be governed by the provisions of State law and amendments thereto for such retirement plan.

- (c) For Employees covered by the Fire Retirement Plan, the employee and City shall be governed by the provisions of State law and amendments thereto for such retirement plan.

- (d) This plan is in addition to social security or any other plan the employee may have.
- (e) The Employees may contribute additional funds, up to the maximum allowed by federal law, into a 457 plan.

**4.04 EDUCATION PLAN**

The City shall follow the "City Education Policy" as adopted and amended from time to time by the City Council. Please refer any questions regarding the "City Education Policy" to the City Clerk or the City Administrator/General Manager.

**4.05 REIMBURSEMENT FOR REQUIRED EMPLOYMENT LICENSING/TRAINING**

Any employee who is required by the City to obtain and maintain a Commercial Driver’s License (“CDL”), professional license, certification, or other required training of any type as required in the performance of the employee’s duties shall be reimbursed for such costs. In the case of a CDL required for the operation of certain City-owned vehicles, such employees shall be reimbursed for the difference between the license fee cost for such CDL paid by such employee and the license fee amount charged by the State of Nebraska for a Class O operator’s license.

**4.06 HOLIDAYS AND PERSONAL LEAVE**

- (a) The following holidays are observed by the City employees:

New Year’s Day	Labor Day
President’s Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
Two days Personal leave	Christmas Day

Employees, except Fire Captains, shall receive regular pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above fall on a Saturday, the preceding Friday shall be observed as the holiday, and whenever any of the holidays listed above fall on a Sunday the succeeding Monday shall be observed as the holiday.

Fire Captains shall receive an additional eight (8) hours pay at one and one half (1.5) times the employee’s regular rate of pay for each of the holidays listed above.

- (b) Eligibility requirements. Employees shall be eligible for pay for any holiday falling within a pay period for which they receive compensation unless the employee is no longer employed for any reason prior to the holiday.
- (c) Holiday work. If an employee, except Fire Captains, works on any of the holidays listed above, he/she shall be granted an additional one and one-half (1.5) times his/her regular rate of pay, except for salaried employees. Salaried employees shall receive their base pay only.

If a Fire Captain works on any of the holidays listed above, he/she shall be paid at their regular rate.

(d) Personal leave.

(i) Each employee, except Fire Captains, shall receive sixteen (16) hours of personal leave each year upon request for said leave from the employee's Superintendent, Department Head, or the City Administrator/General Manager. The time for scheduling said personal leave will be within the discretion of the Superintendent, Department Head, or the City Administrator/General Manager, but will, so far as possible, be granted at the time desired by the employee.

Fire Captains shall receive twenty-four (24) hours of personal leave each year upon request for said leave from the Fire Chief. The scheduling of said personal leave will be within the discretion of the Fire Chief, but will, so far as possible, be granted at the time desired by the employee.

(ii) Personal leave shall be administered on a calendar year basis (January 1<sup>st</sup> to December 31<sup>st</sup>). Any employee starting after July 1<sup>st</sup> shall only receive half (1/2) of the personal leave they would normally receive for a year. Any unused personal leave shall not be carried over between calendar years and any unused personal leave shall be lost.

**4.07 VACATIONS**

(a) Eligibility and allowances. All employees, except Fire Captains, shall earn vacation commencing at his/her original date of employment at the rate of:

One (1) through Five (5) years	80 hrs. per year
Six (6) through Ten (10) years	120 hrs. per year
Eleven (11) years and thereafter	160 hrs. per year

An employee may carry up to two hundred forty (240) hours of vacation time. Employees shall not exceed two hundred forty (240) hours of accrued vacation time on December 31<sup>st</sup> of any year. If an employee exceeds two hundred forty (240) hours of accrued vacation time on December 31<sup>st</sup> of any year, then the City shall buy back the unused accrued vacation time in excess of two hundred forty (240) hours at the employee's current rate of pay. An employee may sell their vacation time back to the City at the employee's current rate of pay at any time. An employee may not sell more than eighty (80) hours of vacation time in a year.

Fire Captains shall earn vacation commencing at his/her original date of employment at the rate of:

One (1) through Five (5) years	144 hrs. per year
Six (6) through Ten (10) years	192 hrs. per year
Eleven (11) years and thereafter	264 hrs. per year

Fire Captains may carry over the amount of vacation earned in the preceding year. Fire Captains shall not exceed the amount of accrued vacation time earned that year on December 31<sup>st</sup> of any year. If an employee exceeds said amount of accrued vacation time on December 31<sup>st</sup> of any year, then the City shall buy back the unused accrued vacation time in excess said amount at the employee's current rate of pay. An employee may sell their vacation time back to the City at the employee's current rate of pay at any time. An employee may not sell more than eighty (80) hours of vacation time in a year.

- (c) An employee shall accrue a prorated portion of their vacation hours per pay period and such employee shall be entitled to take such accumulated vacation subject to provisions herein.
- (d) Vacation time shall be approved by the employee's Department head, Superintendent, or the City Administrator/General Manager. Vacations will, so far as possible, be granted at a time desired by the employee, but the final right to allotment is reserved by the City to ensure continuity of services.
- (e) Vacation pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect on the date immediately preceding the employee's vacation period.
- (f) Upon separation from the City for any reason, an employee shall have an amount of pay equivalent to his/her vacation hours earned but not taken, added to his/her final pay.

#### 4.08 SICK LEAVE

- (a) Allowance. Employees, except Fire Captains, incurring any sickness or disability which renders such employee unable to perform the duties of his/her employment, shall receive sick leave with pay.
  - (i) Eligibility. Employees shall start to earn sick leave from their date of hire and shall be eligible to use sick leave after thirty (30) calendar days of service with the City Employees shall earn sick leave at the rate of eight (8) hours for each month worked.
  - (ii) Accumulation. Employees shall accumulate sick leave as long as they are in the service of the employer and may accrue up to one thousand forty (1,040) hours.
  - (iii) Unused Sick Leave. Two (2) weeks written notice of voluntary resignation from employment is required to be transmitted to the City Administrator/General Manager in order to be eligible to receive a payout for unused sick leave. If appropriate notice is not received in accordance with this section, the employee forfeits his/her unused sick leave. Two (2) weeks written notice shall not be required of employees leaving employment involuntarily. Employees providing appropriate notice as outlined above shall be compensated for one-half (1/2) of any accumulated unused sick leave hours when they are permanently separated from employment for any reason; provided, that employees shall be compensated for seventy-five percent (75%) of any accumulated unused sick leave hours when they are permanently separated from employment as a result of retirement on or after reaching the age of fifty-five (55) or death. In event of death,

payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's separation.

Any employee with more than one thousand forty (1,040) hours of accumulated unused sick leave as of the first (1<sup>st</sup>) day of January of each year shall receive payment in amount equal to fifty percent (50%) of the value of employees' accumulated unused sick leave in excess of one thousand forty (1,040) hours. Value of employee's accumulated unused sick leave shall be the employee's rate of compensation times the number of accumulated sick leave hours in excess of one thousand forty (1,040) hours times fifty percent (50%).

(b) Fire Captains incurring any sickness or disability, which renders such employee unable to perform the duties of his/ her employment, shall receive sick leave with pay.

(i) Eligibility. Fire Captains shall start to earn sick leave from their date of hire and shall be eligible to use sick leave after thirty (30) calendar days of service with the employer. Fire Captains shall earn sick leave at the rate of sixteen (16) hours per calendar month.

(ii) Accumulation. Fire Captains shall accumulate sick leave as long as they are in the service of the employer and may accrue up to one thousand four hundred sixty (1,460) hours.

(iii) Unused Sick Leave. Two (2) weeks written notice of voluntary resignation from employment is required to be transmitted to the City Administrator/General Manager in order to be eligible to receive a payout for unused sick leave. If appropriate notice is not received in accordance with this section, the Fire Captain forfeits his/her unused sick leave. Two (2) weeks written notice shall not be required of employees leaving employment involuntarily. Fire Captains providing appropriate notice as outlined above shall be compensated for one-half (1/2) of any accumulated unused sick leave hours, up to a maximum of five hundred forty (540) hours, when they are permanently separated from employment for any reason; provided, that Fire Captains shall be compensated for seventy-five percent (75%) of any accumulated unused sick leave hours, up to a maximum of seven hundred eighty (780) hours when they are permanently separated from employment as a result of 1) retirement on or after reaching the age of 55, or 2) retirement on or after reaching the age of 50 and having 20 years of service with the City, or 3) death. In the event of death, payment is to be made to the estate of the Fire Captain. The amount of payment for all unused sick leave is to be calculated at the Fire Captain's rate of pay in effect on the pay day immediately preceding the Fire Captain's separation.

Any Fire Captain with more than one thousand four hundred sixty (1,460) hours of accumulated unused sick leave as of the first (1<sup>st</sup>) day of January of each year shall receive payment in amount equal to 25% of the value of the Fire Captain's accumulated unused sick leave in excess of one thousand four hundred sixty (1,460) hours. The value of a Fire Captain's accumulated unused sick leave shall be the Fire Captain's rate of compensation times the number of accumulated sick leave hours in excess of one

thousand four hundred sixty (1,460) hours times 25%. No Fire Captain shall receive payment for more than forty-eight (48) hours of unused sick leave in a year.

- (c) An employee may be required by the Department Head, Superintendent, or City Administrator/General Manager to submit a medical certification for any absence for which sick leave is taken. Failure to fulfill this requirement may result in denial of sick leave. No refund of vacation time shall be allowed due to illness incurred while on vacation leave. Sick leave shall not accrue during any period of leave of absence without pay, or during a period if such leave is of one (1) month or more.
- (d) Release to return to work from a medical doctor is required after three (3) work days consecutive absence. Release may be required by the employee's Department Head, Superintendent, or the City Administrator/General Manager for any individual employee if an abuse of sick time is alleged.
- (e) The sick leave benefit is authorized only for illness, injury, or necessary appointments with doctors or dentists. If at all possible, the employee should notify his/her Department Head, Superintendent, or the City Administrator/ General Manager before work time of their inability to come to work for any of the above reasons.
- (f) Family Sickness and Disability. Employees may use their accumulated sick leave to attend ~~Due to~~ the sickness or disability in the employee's immediate family, defined as the employee's spouse, sons, daughters, mother, father, mother-in-law, or father-in-law, step-child, and person or persons the employee is guardian over, who are under the age of eighteen (18), and currently live in the employee's house, ~~an employee may use up to ten (10) days of accumulated sick leave per year.~~ If an employee misses three (3) consecutive work days due to the sickness or disability in the employee's immediate family, then the Department Head or City Administrator/General Manager may require a note from the employee's immediate family member's attending physician stating the illness or disability and expected duration.
- (g) Abuse of the sick leave benefit will not be tolerated and will be considered a reason for dismissal.

**Commented [TT2]:** Do we cut this???

**Commented [C2R2]:** Maybe we keep the language on who the leave can be used on but get rid of the number of days and just say "An employee may use sick leave due to..."

**Commented [ES2R3]:** I agree with Hannah to include who it can be used for, although it is basically anyone. We don't track the number of sick days used annually so I would cut that.

#### 4.09 LEAVES OF ABSENCE WITH AND WITHOUT PAY

- (a) In the event of a death in the family, an employee, except Fire Captain, may be granted time off with pay at the discretion of his/her Department Head, Superintendent, or City Administrator/General Manager in accordance with the following schedule of maximum allowable times:

Employee's spouse or child	40 hours
Employee's mother or father	24 hours
Employee's mother-in-law or father-in-law	24 hours
Employee's brother or sister	16 hours
Employee's brother-in-law or sister-in-law	16 hours
Employee's grandparent	16 hours
Employee's grandchild	24 hours

Employee's daughter-in-law or son-in-law

16 hours

In the case of other relatives or friends, an employee may be granted up to four (4) hours to attend a funeral in the City and up to eight (8) hours to attend a funeral outside the City. If the above is not sufficient, then vacation time or leave without pay must be taken. One (1) day maximum may be granted in cases in which the employee is a pallbearer.

- (b) In the event of a death in the family, a Fire Captain may be granted time off with pay at the discretion of the Fire Chief in accordance with the Firefighters Union Contract.

In the case of other relatives or friends, a Fire Captain may be granted time to attend the funeral up to a maximum of twelve (12) hours. If the above schedule is not sufficient, then vacation time or leave without pay must be taken. One (1) day maximum (24 hrs.) may be granted in cases in which a Fire Captain is a pallbearer.

- (c) Military Service. All employees who shall be members of the National Guard, Army Reserve, Naval Reserve, Marine Corp Reserve, Air Force Reserve, Coast Guard Reserve, shall be entitled to special leave in each calendar year. Employees who are normally scheduled to work more than one hundred fifty-nine (159) hours in a three (3) week period shall be entitled to one hundred sixty-eight (168) hours of military leave and employees who are normally scheduled to work less than one hundred fifty-nine (159) hours in a three (3) week period shall be entitled to one hundred twenty (120) hours of military leave.

An employee on such leave shall be entitled to full salary for such hours or any portion thereof. Such employees are entitled to additional military leave according to state law. During such leave of absence, the City shall not pay the health insurance premiums of the employee and the employee shall not be entitled to any of the benefits set forth in this Chapter.

- (d) Jury service. When an employee is called for jury service, he/she shall advise his/her Department Head, Superintendent, or City Administrator/General Manager upon receipt of such call, and, if taken from his/her work for such service, shall be paid by the City the difference between the jury service pay and his/her regular hourly rate, not to exceed eight (8) hours for each regular work day while serving. This also covers employees called and who report but do not actually serve. Salaried employees will be paid their normal salaries during jury duty less any jury service pay received by the salaried employee.

- ~~(e)~~ When an employee is subpoenaed as a witness, the employee shall immediately advise his/her Department Head, Superintendent, or City Administrator/General Manager of the service of such subpoena and the date and time such employee is required to appear in court. Such employee shall be granted sufficient leave of absence to enable him/her to make timely appearance in obedience to such subpoena and to return to his/her work after his/her release from further attendance in court. If the employee is a witness as a result of his/her employment with the City, such employee shall be paid by the City the difference between the witness fee and mileage paid at his/her regular rate for each hour in attendance in court, not to exceed eight (8) hours for each day while in attendance. If the employee is a witness

for a case unrelated to his/her employment with the City, the employee may elect to utilize vacation hours to make up the difference between the witness fee and his/her normal hourly pay.

(e) Salaried employees will be paid their normal salaries during court attendance and travel time less any witness fee received by the salaried employee.

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(f) Each employee shall receive no pay from the City for jury service or for attendance as a witness for days or hours which such employee is not scheduled for work.

(g) Employees may be granted administrative leave to attend official functions of professional organizations at the discretion of Department Head, Superintendent, or the City Administrator/General Manager's discretion. Administrative leave granted to employees for this purpose shall be with pay to the extent of the normal workday or work-week. Employees who are granted time off at the discretion of their Department Head, Superintendent, or the City Administrator/General Manager due to inclement weather as outlined in the "Inclement Weather Policy" or other emergency shall be included in this section.

(h) All employees shall be covered by the City of Beatrice "Return to Work Policy for Work Related Injuries" and "Return to Work Policy for Non-Work Related Injuries", adopted by resolution of the City Council. Employees, except Fire Captains, who are injured or become ill as a result of the performance of their duties and are unable to perform their job duties shall be granted injury leave not to exceed three (3) of the employee's normal working shifts for any particular job-related illness or injury and the employee shall not be required to use sick leave for such injury leave. The City may require medical documentation substantiating the job-related illness or injury and the employee's inability to perform the essential functions of his/her job. Upon receipt of a release from the employee's attending physician, the Department Head, Superintendent, or City Administrator/General Manager may require the employee to report for work on light duty.

(i) All Fire Captains shall be covered by the City of Beatrice "Return to Work Policy for Work Related Injuries" and "Return to Work Policy for Non-Work Related Injuries", adopted by resolution of the City Council. Fire Captains who are injured or become ill as a result of the performance of their duties and are unable to perform their job duties shall be granted time off with pay for the first one hundred twenty (120) hours that he or she is absent from work and shall be required to use accumulated sick leave hours only for the portion of the time which is compensated by the City as described below during which he or she is absent from work in excess of one hundred twenty (120) hours for each such accident or other cause. The City shall deduct from the wages paid to the employee the amount the employee is entitled to receive pursuant to the Nebraska Workers' Compensation Act. The City may require medical documentation substantiating the job-related illness or injury and the employee's inability to perform the essential functions of his/her job. Upon receipt of a release from the employee's attending physician, the Department Head, Superintendent, or City Administrator/General Manager may require the employee to report for work on light duty.

(j) If an employee is receiving workers compensation and they wish to receive the difference between their normal net wage after taxes and their workers compensation payment, then

the employee shall charge the necessary hours of their accumulated sick leave per day to make up the difference.

- (k) Employees will be covered by any "Family Medical Leave Act Policy", adopted by resolution approved by the City Council.
- (l) Leave of Absence. Any employee who has maintained employment for a period of six (6) months may request in writing to the City Administrator/General Manager a leave of absence up to ninety (90) calendar days. Before any employee may request a leave of absence the employee must have exhausted all of their accumulated sick leave, personal leave, comp time-qualified and comp time – non-qualifiedcompensatory time, vacation time, and any applicable Family Medical Leave Act time. Any employee requesting a leave of absence must state the reason they are requesting a leave of absence in writing. While an employee is on leave of absence they shall not receive or accrue any compensation time, vacation time, sick time, personal leave, and the City shall not pay the employee, City shall not pay for the employee's health insurance, and the employee shall not receive any other benefits set forth in this Chapter.

An employee shall not be granted more than ninety (90) calendar days of a leave of absence during a rolling calendar year.

#### 4.10 OVERTIME

- (a) All non-salaried employees, except Fire Captains, shall be paid overtime at the rate of one and one half (1.5) times their regular hourly rate for all hours worked in excess of their regularly scheduled shift time, provided this is in excess of a forty (40) hour work week. The hours during the work week for which the employee was paid for vacation taken, leaves of absence, and sick leave taken shall not be considered as hours actually worked by the employee.

For all employees, compensatory time rather than overtime compensation may be given for all hours actually worked in excess of forty (40) hours in work week established for the employee.

Whether compensatory time is given in lieu of overtime payment shall be at the discretion of the Department Head; but compensatory time shall not be given unless first requested by the employee. Such compensatory time shall be at a rate of one and one half (1.5) hours of compensatory time for each hour of overtime worked. ~~No employee shall accrue more than one hundred twenty (120) hours of compensatory time in a year. No employee shall use more than one hundred twenty (120) hours of compensatory time in a year.~~

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No employee shall ever have more than one hundred and twenty (120) hours of comp time-qualified and comp time – non-qualified on the books. The one hundred and twenty (120) hours of comp time may be split between comp time-qualified and comp time – non-qualified but shall not exceed one hundred and twenty (120) hours. No employee shall use more than one hundred and twenty (120) hours of comp time in a year (January 1<sup>st</sup> to December 31<sup>st</sup>). An employee may be able to use more than one hundred and twenty (120) hours of comp time in a year if the additional comp time is used

pursuant to the Return-to-Work Policy. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified.

- (b) Fire Captains working “Kelly Days” will be paid for one hundred and six (106) hours of regular time and (6) hours of overtime for each pay period in which the Fire Captain works all scheduled shift hours, or uses any combination of vacation leave, holiday pay, personal leave, administrative leave, or **comp time**. Should the employee use sick leave, injury leave, funeral leave, military leave, or a leave of absence, such hours shall be reduced from the six (6) hour overtime calculation.

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Examples:

1. Fire Captain works no additional overtime hours, takes 24 hours vacation, and uses 48 hours of sick leave. Fire Captain will be paid 112 regular hours of compensation and no overtime.
2. Fire Captain works 24 hours overtime, takes 24 hours vacation, and uses 3 hours of sick leave. Fire Captain will be paid 109 hours of regular time and 27 hours of overtime.
3. Fire Captain works 24 hours overtime, takes 8 hours of holiday pay, and 8 hours of personal leave. Fire Captain will be paid 106 hours of regular time and 30 hours of overtime.
4. Fire Captain works no overtime, and uses 8 hours of comp time. Fire Captain will be paid 106 hours of regular time and 6 hours of overtime.

The City shall maintain a list of hours worked by each Fire Captain. Upon the termination of “Kelly Days” or upon a Fire Captain’s permanent separation from employment, the City shall verify the actual hours worked by the Fire Captain are equal to the hours the Fire Captain was paid. The City shall make adjustments for Fire Captains who were overcompensated or undercompensated after the date of termination of “Kelly Days” or upon the Fire Captain’s permanent separation from employment.

## CHAPTER FIVE Operations

### 5.01 SAFETY

It is the goal of the City to provide a safe and healthful workplace for all employees. The City's policy is aimed at minimizing exposure to health or safety risks of employees and visitors at the City facilities. In order to accomplish this, each employee is expected to obey safety rules and to exercise caution in all work activities. Superintendents and Department Heads shall train their personnel to work safely. Each employee shall know what to do in case of fire or other disaster as well as the location and use of first aid supplies. Safety precautions include the observance of traffic regulations when driving or operating City vehicles and equipment.

Employees must immediately report any unsafe condition to their Department Head, Superintendent, or City Administrator/General Manager. Employees that violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action up to and including termination of employment. In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify their Department Head, Superintendent, or City Administrator/General Manager. Such reports are necessary to comply with laws and initiate worker's compensation benefits. Each employee will be given a copy of the "City Safety Manual". It is the intent of the City that this manual be read and reviewed for the safety of all employees.

#### **5.02 CARE AND USE OF CITY PROPERTY AND EQUIPMENT**

Property and equipment that is provided by the City to carry out the duties of day-to-day business is to be used in the way that it is intended. Any employee found to be responsible for damage, unauthorized use, or loss of property through negligence, carelessness, or abuse shall be subject to disciplinary action. No equipment, materials, or supplies shall be removed from their locations without the approval of the Department Head, Superintendent, or City Administrator/General Manager.

#### **5.03 USE OF CITY OWNED VEHICLES**

Department Heads, Superintendents, and other employees as designated by the City Administrator/General Manager may be allowed to use City owned vehicles as transportation to and from their home to their place of work in addition to use during normal duty hours. Such vehicles shall be used in accordance with the "Use of City-Owned or Leased Vehicles Policy" and shall not be used other than for official City business. These vehicles shall be kept clean and driven in a manner so as to conform with existing traffic regulations and to not bring discredit upon the City. Any employee who will have opportunity to drive a City owned vehicle must inform the City Administrator/General Manager of any change in their license status immediately.

#### **5.04 USE OF SEAT BELTS**

When traveling in a City owned vehicle or traveling in a personal vehicle while on City business, each employee shall wear safety belts and shoulder belts, if so equipped, to provide for the safety of the employee. Such requirement is established by law and the "City Safety Manual". Any employee found in violation of this policy shall be subject to disciplinary action.

#### **5.05 REPORTING OF ACCIDENTS AND INJURIES**

Employees shall report all on-the-job accidents and injuries to their Department Head, Superintendent, and the City Administrator/General Manager as soon as possible after the accident. Injuries of a minor "first aid" nature may be treated at the job site or department office. If the injury requires medical attention, the employee may consult his/her family doctor, as

desired. Ambulance services shall be used to transport employees to a hospital if the accident or injury results in incapacitation of the employee. Within twenty-four (24) hours of the incident, the affected employee or his/her Department Head or Superintendent shall file an accident-injury report with the City Administrator/General Manager or his/her designee for insurance purposes.

Employees who have an accident with a City owned vehicle shall:

1. Contact local law enforcement to conduct an accident or related report;
2. Contact their Department Head, Superintendent, or the City Administrator/General Manager;
3. Refrain from any comments regarding who is at fault. Refer such questions to our insurance carrier; and
4. If the City employee is injured due to the accident, a First Report of Alleged Occupational Injury or Illness report shall be completed and provided to the City Administrator/General Manager or his/her designee within twenty-four (24) hours. This shall be done regardless of how minor the accident may be.

An employee may be required by his/her Department Head, Superintendent, or the City Administrator/General Manager to submit to a drug/alcohol test as soon as he/she is able to leave the scene of the accident.

## **CHAPTER SIX Employee Technology Usage Policy**

### **6.01 GENERAL**

Employees of the City shall comply with the "Employee Technology Usage Policy" as adopted by the City Council.

## **CHAPTER SEVEN Conferences, Travel, and Expenses**

### **7.01 CONFERENCES - CONVENTIONS, TRAINING, AND MEETINGS**

The City encourages the development of job skills by allowing participation in available training programs whenever possible and economically feasible.

All City employees must abide by the "Training Policy" as adopted and amended from time to time by the City Council for any requests to participate in, or be reimbursed for, any training or continuing education conferences, seminars, or meetings. Please refer to the "Training Policy" for the forms that must be submitted for any such requests.

Please refer any questions regarding the "Training Policy" to the City Clerk or the City Administrator/General Manager.

## 7.02 TRAVEL AND OFFICIAL EXPENSE

The City will reimburse for expenses that are necessarily incurred in the development and operation of our business. To be reimbursable, the expenses should have prior approval, be reasonable, supported by receipts, and the expense form must be properly completed and submitted within seven (7) calendar days after returning.

All expenses reimbursed are assumed to qualify for tax purposes as legitimate business expenses. A description is required by the Internal Revenue Service on all charges that include expenses other than those of the employee. The description of the business purpose should be recorded on the "Travel Expense Authorization & Reimbursement Request" form, including, as appropriate, seminar name or reason for trip, city, date of departure, date of return, and the sponsoring affiliate. Please refer to the "Training Policy" for a more detailed guideline.

## CHAPTER EIGHT Drug-Free Workplace Policy

### 8.01 TOBACCO USAGE

Tobacco use is prohibited by all persons in accordance with the "Tobacco Use Policy" as adopted by the City Council.

### 8.02 DRUG-FREE WORKPLACE

The City is committed to providing a safe work environment and prohibits the distribution, manufacture, possession, sale, use, transfer, transport, or purchase of illegal drugs, or being under the influence of alcohol or drugs at the workplace, on City premises, or in City vehicles. Accordingly, all City employees must abide by the "Drug-Free Workplace Policy" as adopted by the City Council.

## CHAPTER NINE Sexual and Other Unlawful Harassment Policy

### 9.01 OVERVIEW

The City is committed to providing a safe and comfortable work environment that is free from all forms of discrimination. Accordingly, all City employees must abide by the "Sexual and Other Unlawful Harassment Policy" as adopted by the City Council.

## CHAPTER TEN Employee Discipline

### 10.01 CORRECTIVE AND DISCIPLINARY ACTIONS

(a) The employment relationship between you and the City is at-will, meaning that the employment relationship may be terminated, at any time, by the City or you for any reason or for no reason, with or without notice. The following section sets forth general guidelines regarding unacceptable conduct in the workplace. However, your employment with the City does not create a contractual relationship, and the City may terminate your employment regardless of whether you have engaged in unacceptable conduct as set forth below.

(b) Employees are expected to act in a mature and professional manner while performing services for the City. Below is a partial list of behaviors that an employee may be disciplined for. Depending on the severity of the infraction, an employee may be subject to discipline up to and including termination. The following is a list, not all-inclusive, providing examples of unacceptable conduct:

- (1) Failure to observe safety rules and regulations.
- (2) Failure to report to work at the appointed time or place, or for departing prior to the designated time, including abuse of rest periods.
- (3) Solicitation, or distribution or display of, unauthorized literature while on City time.
- (4) Operating a personal business while on City time.
- (5) Intimidation or coercion.
- (6) Abuse or waste of City equipment, tools, or material.
- (7) Using abusive language or making false or malicious statements concerning any employee, the City, or its services.
- (8) Horseplay, loafing, or sleeping on the job. Employees working twenty-four (24) hour shifts may sleep as permitted by the Department Head.
- (9) Unauthorized posting, removing, or altering of bulletin board notices.
- (10) Violation of City or BPW written or verbal policies or procedures.
- (11) Unauthorized use or release of confidential, sensitive, or privileged information.
- (12) Intentional unavailability for or refusal to work over-time or respond to emergency call out.
- (13) Abuse of medical leave or other paid leaves.
- (14) Conduct unbecoming for a City employee.
- (15) Insubordination.
- (16) Theft of public or private property, or property belonging to the City.
- (17) Misappropriation of property belonging to the City.
- (18) Unlawful harassment.
- (19) Consumption or possession of alcohol or non-prescribed drugs on City time or property.
- (20) Being under the influence of alcohol or non-prescribed drugs while in the workplace.
- (21) Gambling or fighting on City time or property.
- (22) Conviction of a felony.
- (23) Demeaning, disruptive, or uncooperative conduct in the workplace.
- (24) Intentional or negligent damage or destruction of private or public property.
- (25) Fraud, falsification, or deceit in the conduct of City business.
- (26) Incompetence or unsatisfactory performance.

- (27) Unauthorized possession or use of firearms or hazardous materials on City time or property.
- (28) Work disruption or stoppage, strike, or other forms of job action or withholding of services.
- (29) Acts or threats of physical violence directed towards City officials or employees, or any other third party during work hours, duties, or functions.

**CHAPTER ELEVEN**  
**General Policies**

**11.01 POLITICAL ACTIVITY**

City employees may not interfere or use the influence of their office for political reasons. They shall not participate in any political activity during normal working hours or when otherwise engaged in the performance of official duties. No employee shall engage in any political activity while wearing a uniform required by the City. While on duty as a City employee, no employee may solicit or receive political contributions for himself/herself or for the benefit of other candidates or issues in any election. An employee may not represent themselves as an employee of the City while being involved in an outside political activity. City employees may not be a candidate or be elected to the office of Mayor or City Council while employed. Employee shall resign from employment with the City before filing for election to the offices of Mayor or City Council.

**11.02 WORKERS' COMPENSATION**

The City will comply fully with the Workers' Compensation Program that has been established under State statute. All employees shall be covered by the City of Beatrice "Return to Work Policy for Work Related Injuries", adopted by resolution approved by the City Council. When accidents occur at work, they must be reported immediately to the Department Head or Superintendent and the appropriate paperwork filled out at that time and sent to the City Administrator/BPW General Manager or his/her designee. A Department Head must have prior knowledge and approve a doctor's visit. A doctor's report may be required to substantiate the injury. The City may provide light duty work when possible for a defined period of time for employees that are injured due to a work related situation. Leave taken in conjunction with worker's compensation injuries will be counted as part of the employee's FMLA entitlement.

**11.03 EMPLOYEE'S FAMILY VISITATION POLICY**

Employees are not permitted to watch their children or other children during work hours. Visitations by children must be approved by the employee's Department Head, Superintendent, or City Administrator/BPW General Manager. **The City of Beatrice is not responsible for any accidents or injuries that take place in or on any City property.**

**11.04 DRIVING RECORD REVIEW POLICY**

In order to minimize potential losses resulting from motor vehicle accidents involving a City-owned vehicle driven by a City employee, the City of Beatrice will review driving records in accordance with the "Driving Record Review Policy" as adopted by the Beatrice City Council.

#### **11.05 SOCIAL MEDIA POLICY**

Employees must remain cognizant of the fact that their social media posts may reflect upon the City. Accordingly, all employees shall abide by the guidelines set forth in the "Social Media Policy" as adopted by the City Council.

#### **11.06 FAMILY AND MEDICAL LEAVE ACT OF 1993**

The Family and Medical Leave Act of 1993 ("FMLA") provides certain employees with up to twelve (12) weeks of unpaid, job-protected leave per year. Please refer to the City's "FMLA Policy" for requirements and application.

### **CHAPTER TWELVE Savings Clause**

#### **12.01 SAVINGS CLAUSE**

If any provision of this policy handbook is declared, by proper legislative or judicial authority, to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this policy handbook shall remain in full force and effect for the duration of this policy handbook.

**HANDBOOK FOR NON-UNION EMPLOYEES RECEIPT**

I have received a copy or acknowledge that the *City's Handbook for Non-Union Employees* is available electronically and have either read it or had it read to me carefully. I understand all of its rules, polices, terms and conditions, and agree to abide by them realizing that failure to do so may result in disciplinary action and/or termination. I understand that the information contained in it represents management guidelines only, which may be modified from time to time. This Handbook is not a contract. I understand that neither the Handbook's policies nor any other representations made by a management representative or other City Official, at the time of hire or during employment, are to be interpreted as a contract between the City and any of its employees. I also understand that this Handbook supersedes all previous written and unwritten policies, including any previous Handbook. I further understand that my employment is at will, that I am free to resign at any time, and that the City may terminate the employment relationship whenever it determines that it is in its best interest to do so, and may do so with or without notice or cause. I further understand that my employment relationship can only be changed by a written agreement signed by the City Administrator/ General Manager. I understand that these policies, procedures, and statements may be changed at any time, with or without notice.

\_\_\_\_\_  
Employee Signature                      Date

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Witness Signature                      Date

\_\_\_\_\_  
Witness Name (printed)

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

**WHEREAS**, the City of Beatrice, Nebraska, recognizes the Fraternal Order of Police Lodge 84, (“Union”), as the exclusive bargaining agent for certain employees of the City of Beatrice; and

**WHEREAS**, on or about October 20, 2025, the City of Beatrice entered into a Union Contract with the Union (the “Union Contract”); and

**WHEREAS**, the City and Union desire to amend the Union Contract to establish a comp time – qualified and comp time – non-qualified bank.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the 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. A copy of said Amendment, 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 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

# Exhibit "A"

## AGREEMENT AMENDMENT #1

This Agreement Amendment is made and entered into by and between the City of Beatrice, Nebraska, and a Municipal Corporation, hereinafter referred to as "City," and Fraternal Order of Police Lodge #84, hereinafter referred to as the "Union."

**WHEREAS**, the City Council of the City of Beatrice, has recognized the Union as the exclusive collective bargaining agent for all Police Sergeants, Police Investigators, Police Officers, Public Safety Dispatchers and Community Service Officers; and

**WHEREAS**, the Union recognizes the prerogative of the City of Beatrice to operate and manage its affairs in all respects in accordance with its responsibilities and powers which the City of Beatrice must retain in order to properly operate and manage its affairs as required by law; and

**WHEREAS**, it is the intention of this agreement amendment to alter the Union Contract to establish a comp time – qualified and comp time – non-qualified bank.

**NOW, THEREFORE**, the parties agree with each other that the articles and sections identified herein, replace those similarly numbered articles and sections found in the Union Contract between the City of Beatrice, Nebraska and the and Fraternal Order of Police Lodge #84, executed on October 20, 2025 and that all other articles and sections in the Union Contract remain in their original form:

### ARTICLE 23

#### OVERTIME AND COMPENSATORY TIME

##### Section 1 Definition of Compensatory Time

Compensatory time as used in this article shall mean hours during which an employee is not working, which are counted as hours actually worked during the applicable work period and for which the employee is compensated at the employee's base hourly rate. References to comp time shall include comp time – qualified and comp time – non-qualified unless otherwise stated. Each employee shall have two (2) comp time banks: comp time – qualified and comp time – non-qualified. Which bank an employee's comp time goes into is determined by Federal Law.

##### Section 2 When Paid

For all employees holding the positions of Public Safety Dispatcher, and Community Service Officer, overtime at the rate of one and one-half (1 ½)

times the employee's base hourly rate of pay as set forth in this Agreement shall be paid for all hours actually worked in excess of forty (40) hours in the seven (7) day work period established for the above-named employees and indicated on the time sheet of the employee.

For all employees holding the positions of Police Sergeant, Police Investigator, and Police Officer, overtime at the rate of one and one-half (1 ½) times the above-named employee's base hourly rate of pay as set forth in this Agreement shall be paid for all hours actually worked in excess of eighty (80) hours in the fourteen (14) day work period established for the employee and indicated on the time sheet of the employee.

### **Section 3 Compensatory Time**

For all employees holding the position of Public Safety Dispatcher and Community Service Officer, compensatory time, rather than overtime compensation, may be given for all hours actually worked in excess of forty (40) hours in the seven (7) day work period established for the above-named employee and indicated on the time sheet of the employee.

For all employees holding the position of Police Sergeant, Police Investigator, and Police Officer, compensatory time, rather than overtime compensation, may be given for all hours actually worked in excess of eighty (80) hours in the fourteen (14) day work period established for the above-named employee and indicated on the time sheet of the employee.

The decision as to whether compensatory time is given in lieu of overtime payment in cash shall be at the discretion of the employee. Such compensatory time shall be at the rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime work. No employee shall accrue more than one hundred sixty (160) hours of comp time – qualified and comp time – non-qualified for hours worked combined; however, no employee shall be compensated for more than one hundred twenty (120) hours of comp time – qualified and comp time – non-qualified combined upon their separation from employment for any reason. Any employee with accrued comp time at time this Amendment is signed shall be classified as comp time – non-qualified.

### **Section 4 Use of Compensatory Time**

Any employee who has accrued compensatory time as set forth in Section 2 of this article and requests use of such compensatory time shall be permitted to use such time off within a reasonable period after making the request so long as such use does not unduly disrupt the operations of the department. The employee shall specify whether they desire to use their

comp time – qualified or comp time – non-qualified. If the employee fails to specify whether they desire to use their comp time – qualified or comp time – non-qualified, then the City shall select which account is used.

**Section 5 Payment for Compensatory Time upon Termination of Employment**

An employee who has accrued compensatory time off pursuant to Section 2 shall, upon termination of employment, be paid for the unused compensatory time at a rate of compensation. not less than;

- (a) the average base hourly rate of pay received by such employee during the last three (3) years of the employee’s employment, or
- (b) the final base hourly rate received by such employee,

Whichever is the higher amount.


IN WITNESS WHEREOF, the parties hereto have set their hands this 12 day of March, 2026.

FRATERNAL ORDER OF POLICE  
LODGE 84

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

By  \_\_\_\_\_  
President

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

By  \_\_\_\_\_  
-Vice President  
*Treasurer*

Attest: \_\_\_\_\_  
Erin Saathoff, City Clerk

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

**WHEREAS**, Nicholas Bell and Hannah Bell, husband and wife, David F. Bell and Amy R. Bell, husband and wife, and A & N Dog Boarding, LLC, a Nebraska limited liability company, jointly and severally liable (jointly referred to as “Borrowers”) previously applied to the City of Beatrice, Nebraska (“City”) for an LB840 Economic Development Loan (“LB840 Loan”) in the amount of Ninety-Eight Thousand Fifty-Six Dollars (\$98,056.00) for direct financial assistance for working capital for a dog kenneling/dog boarding service center at 1840 East Court Street, Beatrice, Nebraska; and

**WHEREAS**, on or about June 20, 2022, the City executed a Loan Agreement, Promissory Note, two (2) Personal Guaranties, and two (2) Deeds of Trust, with the Borrowers for an LB840 Loan in the amount of Ninety-Eight Thousand Fifty-Six Dollars (\$98,056.00) for direct financial assistance for working capital for a dog kenneling/dog boarding service center at 1840 East Court Street, Beatrice, Nebraska (collectively, the “Loan”); and

**WHEREAS**, to secure the Loans, the Borrowers executed a Promissory Note, dated June 20, 2022, two (2) Personal Guaranties, both dated June 15, 2022, and two (2) Deeds of Trust, both dated June 15, 2022, and recorded in the Gage County Register of Deeds Office on July 6, 2022, and recorded as Instrument Nos. 2022-2196 and 2022-2197; and

**WHEREAS**, on or about March 4, 2024, the City executed a Partial Reconveyance on the following property, releasing it as security for the Loan:

**Parcel 2:** Lots Nine (9) and Ten (10), Block Two (2), Green’s Third Subdivision, an addition to Beatrice, Gage County, Nebraska; and

**WHEREAS**, the Borrowers have satisfied all the terms of the Loans; and

**WHEREAS**, the Mayor and City Council for the City of Beatrice desire to authorize the

Mayor, City Administrator, and City Clerk to execute any and all releases, any and all requests for reconveyances, deeds of reconveyance, and any and all other documents necessary to release and discharge Nicholas Bell and Hannah Bell, husband and wife, David F. Bell and Amy R. Bell, husband and wife, and A & N Dog Boarding, LLC, along with their heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever the City every had or may have regarding said Loans to Nicholas Bell and Hannah Bell, David F. Bell and Amy R. Bell, and A & N Dog Boarding, LLC.

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

**SECTION 1.** That the Loan Agreement dated June 20, 2022, is designated as terminated and satisfied.

**SECTION 2.** That the corresponding Promissory Note dated June 20, 2022, is hereby terminated and satisfied.

**SECTION 3.** That the corresponding Personal Guaranties dated June 15, 2022, are hereby terminated and satisfied.

**SECTION 5.** That the Deeds of Trust for said Loan Agreement, dated June 15, 2022, and recorded in the Gage County Register of Deeds Office on July 6, 2022, and recorded as Instrument Nos. 2022-2196 and 2022-2197, are hereby terminated and satisfied.

**SECTION 6.** That all securities, guarantees, or obligations of Nicholas Bell and Hannah Bell, David F. Bell and Amy R. Bell, and A & N Dog Boarding, LLC regarding the Loan Agreement are hereby terminated and satisfied.

**SECTION 7.** That the Mayor, City Administrator, and City Clerk are hereby authorized to sign and execute any and all other documents necessary to release and discharge Nicholas Bell and Hannah Bell, husband and wife, David F. Bell and Amy R. Bell, husband and wife, and A & N Dog Boarding, LLC, a Nebraska limited liability company, along with their heirs, executors, administrators, successors and assigns from any and all actions, debts, claims and demands whatsoever, the City ever had or may have regarding the Loan.

**SECTION 8.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

**GENERAL RELEASE**

City of Beatrice, Nebraska, a Municipal corporation, 400 Ella Street, Beatrice, Nebraska, 68310, as RELEASOR, in consideration of the satisfactory completion and compliance with the conditions and covenants of the LB840 Loan Agreement, dated June 20, 2022, entered into by the RELEASOR and Nicholas Bell and Hannah Bell, husband and wife, David F. Bell and Amy R. Bell, husband and wife, and A & N Dog Boarding, LLC, a Nebraska limited liability company, jointly and severally liable, collectively, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE’s heirs, executors, administrators, successors and assigns from any and all actions, causes of action, suits, charges and obligations, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR’s heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of time to the date of this RELEASE, and regarding:

- Loan Agreement dated June 20, 2022;
- Promissory Note dated June 20, 2022;
- Personal Guaranty dated June 15, 2022 (executed by Nicholas Bell and Hannah Bell);
- Personal Guaranty dated June 15, 2022 (executed by David F. Bell and Amy R. Bell);
- Deed of Trust dated June 15, 2022, recorded on July 6, 2022 as Instrument No. 2022-2196 ; and
- Deed of Trust dated June 15, 2022, recorded on July 6, 2022 as Instrument No. 2022-2197 ; and

Wherever the sense of this RELEASE requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

This RELEASE may only be changed in writing signed by both RELEASOR and RELEASEE.

IN WITNESS WHEREOF, the RELEASOR has executed this RELEASE on the \_\_\_\_ day of March, 2026.

Attest:

City of Beatrice, RELEASOR

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF GAGE        )

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

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

Return to: City of Beatrice  
400 Ella Street  
Beatrice, NE 68310

**REQUEST FOR RECONVEYANCE**

The undersigned Beneficiary requests the Trustee to reconvey the real estate described as follows:

A tract of land in the Southeast Quarter (SE ¼) of Section 34, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., Gage County, Nebraska, more particularly described as follows:

Beginning at a point 1,444 feet North and 33 feet West of the Southeast Corner of the Southeast Quarter (SE ¼) of Section 34, Township 4 North, Range 6 East of 6<sup>th</sup> P.M., Gage County, Nebraska, thence West 257.40 feet, thence North 248.25 feet, thence East 257.40 feet, thence South 248.25 feet, to the place of beginning, Beatrice, Gage County, Nebraska; and

Lot Eleven (11), Meadowlark Addition to the City of Beatrice, Gage County, Nebraska,

to the person or persons entitled thereto.

\_\_\_\_\_  
Robert Morgan, Mayor  
City of Beatrice, Nebraska, Beneficiary

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF GAGE        )

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

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

**DEED OF RECONVEYANCE**

The indebtedness secured by the Deeds of Trust executed by Nicholas Bell and Hannah Bell, husband and wife, David F. Bell and Amy R. Bell, husband and wife, and A & N Dog Boarding, LLC, a Nebraska limited liability company, as Trustor to Taylor Rivera, an licensed Attorney in the State of Nebraska in good standing, as Substitute Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated June 15, 2022, and recorded in the Gage County Register of Deeds Office on July 6, 2022, and recorded as Instrument Nos. 2022-2196 and 2022-2197, and has been satisfied and paid in full, and the Beneficiary has requested in writing that this Deed of Reconveyance be executed and delivered as confirmed by its endorsement above.

In accordance with the request of the Beneficiary, the Trustee reconveys to the person or persons entitled thereto all the right, title, interest and claim acquired by the Trustee pursuant to the Deed of Trust in the following:

A tract of land in the Southeast Quarter (SE ¼) of Section 34, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., Gage County, Nebraska, more particularly described as follows:

Beginning at a point 1,444 feet North and 33 feet West of the Southeast Corner of the Southeast Quarter (SE ¼) of Section 34, Township 4 North, Range 6 East of 6<sup>th</sup> P.M., Gage County, Nebraska, thence West 257.40 feet, thence North 248.25 feet, thence East 257.40 feet, thence South 248.25 feet, to the place of beginning, Beatrice, Gage County, Nebraska; and

Lot Eleven (11), Meadowlark Addition to the City of Beatrice, Gage County, Nebraska,

DATED: March \_\_\_\_, 2026.

\_\_\_\_\_  
Taylor Rivera, Trustee

STATE OF NEBRASKA     )  
                                          ) ss.  
COUNTY OF GAGE        )

The foregoing instrument was acknowledged before me on the \_\_\_\_ day of March, 2026, by Taylor Rivera, as Trustee.

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

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

A resolution authorizing the Mayor, Financial Director, and Airport Manager to enter into an Agreement with PDI Technologies to establish credit card processing for purchases made at the Beatrice Municipal Airport.

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

**SECTION 1.** That the Mayor, Financial Director, and Airport Manager are hereby authorized to execute 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. A copy of the 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 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

Exhibit "A"



## Security and Network Solutions Order Form

Customer: **Beatrice Municipal Airport**

Billing Cycle: **Monthly - In advance**

Order Form Date: **March 5, 2026**

Order Form Term: **three (3) years**

Primary Contact: **Dennis Schmitt**

Auto Renew: **Yes**

Primary Email: **dschmitt@beatrice.ne.gov**

Renewal Term(s): **one (1) year**

### Monthly Services

Product Name	SKU	Product Description	QTY	Unit Price	Monthly Total
Firewall as a Service - Branch	PK676	Firewall as a Service - Branch is tailor-made for small distributed enterprise businesses with moderate networking and security requirements. -- Security: IDS/IPS, PCI DSS Compliant Configuration, Content Filtering, and White/Blacklisting -- Integrated with PDI VNOG -- Staging, configuration, setup, and plan activation. -- Fully managed and monitored by PDIs 24/7 Network Operations Center. -- Plug-and-play hardware with 24x7x365 remote support. -- Warranty and software licensing for the duration of the Service -- NBD hardware replacement service (does not include on-site tech support) -- Site-by-site usage reporting and alerting	1	\$105.00	<b>\$105.00</b>
Wireless Data Plan 4G - 500 MB Pooled - \$.05/MB Overage	PK684	Embedded 4G wireless failover provides automatic cellular backup connectivity for critical applications such as payments and loyalty processing. -- Includes carrier LTE service plan, activation fees, and SIM -- Includes 500 Megabytes (MB) of data usage per Location -- Data plan is pooled with other Customer Locations subscribed to Service Wireless Data Plan 4G - 500 MB Pooled -- Coverage and service available throughout North America	1	Included	<b>Included</b>
MNSP POS Remote Access (POSRA)	PK449	Managed Network Service Provider (MNSP) Point of Sale Remote Access (POSRA) -- Provides a certified and secure connection between VeriFone or Gilbarco for remote access into client POS	1	Included	<b>Included</b>
Cradlepoint - E300	PD2337	The E300 Enterprise branch router provides small footprint locations with the same networking, optimization, security, and ease of management that supports larger locations. -- Embedded Cat 18 LTE modem -- 4x SMA cellular antenna connectors -- 5x GbE RJ45 (LAN/WAN switchable) -- 940 Mbps Firewall throughput -- Security: IDS/IPS, PCI DSS Compliant Configuration, Content Filtering, and White/Blacklisting -- Operating: 32 degrees F to 134 degrees F -- Small form factor 5.3(D) x 10.6(W) x 1.7(H) inches	1	Included	<b>Included</b>

**TERMS AND CONDITIONS:**

- 1. Referenced Documents.** This Order Form is an agreement between **PDI Technologies, Inc.** ("PDI") and **Beatrice Municipal Airport** ("Customer") and is governed by Customer's effective Master Customer Agreement, including the Master Terms and the Security and Network Addendum (the "Agreement"). To the extent Customer has not executed the Master Terms or the applicable Addendum, the version published online at <http://pditechnologies.com/master-customer-agreement> will apply. Customer represents and warrants that Customer has been provided with copies of, and has reviewed, all terms, conditions, and policies referenced herein, whether provided by URL or otherwise.
- 2. Service Commencement Date.** For any Network Solution for which there is associated Equipment shipped to Customer, the Service Commencement Date means the earlier of (i) the date of activation of the Network Solution or (ii) thirty (30) days after the date the Equipment associated with such Order was shipped. For all other Security and Network Solutions, the Service Commencement Date means the earlier of (i) the date of activation of the Security and Network Solution or (ii) thirty (30) days after the date on which PDI has completed all necessary steps required for delivery and/or activation of the Security and Network Solution.



## Security and Network Solutions Order Form

**3. Additional Terms.** This document contains information that is confidential and proprietary. Customer may not cancel any portion of this Order Form during the applicable Order Form Term except on the terms and conditions as specified in the Agreement and Addenda. If PDI terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the then current Order Form Term will be immediately due. Pricing is subject to annual price increases as stated in the Agreement and does not include any taxes, duties or other governmental charges, all of which are Customer's responsibility. Any additional quantity of Products described in this Order Form may be purchased at PDI's then current-prevailing rates. The pricing provided herein is valid for orders placed within sixty (60) days from the date hereof.

This Order Form is made and entered into by and between PDI and Customer as of the Date of the last signature below.

PDI Technologies, Inc.	Beatrice Municipal Airport (21546)
<p>By: _____</p> <p>Date: _____</p> <p>Name: Schane Simpson</p> <p>Title: _____</p>	<p>By: _____</p> <p>Date: _____</p> <p>Name: Dennis Schmitt</p> <p>Title: _____</p>

## **NOTICE OF HEARING**

The Mayor and City Council of the City of Beatrice, Nebraska will hold a public hearing at 6:00 p.m. on March 16, 2026, in the BPS Administration Building Board Room, 320 N 5<sup>th</sup> Street, Beatrice, Nebraska, for the purpose of considering the annexation of Gage County Parcel No. 004342100 into the corporate limits of the City of Beatrice.

Erin Saathoff, MMC, City Clerk

March 6, 2026

**ORDINANCE NUMBER 26-\_\_\_\_\_**

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

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

**SECTION 1.** It is hereby found and determined by the Mayor and City Council of the City of Beatrice, Nebraska, that:

- a. The tract of land and streets and highways located in Gage County, Nebraska, as hereinafter more particularly described, are urban and suburban in character and not agricultural and rural in character, and that the subject property is contiguous and adjacent to the corporate limits of said City;
- b. Police, Fire, snow removal, City water, sanitary sewer, and electric services are available as provided by law; and
- c. There is a unity of interest in the use of such parcel of land and streets, and highways with the use of lots, lands, streets and highways in the City and the community convenience and welfare and interest of said City will be enhanced through incorporating such parcel of land and streets and highways within the corporate limits of said City.

**SECTION 2.** That the boundaries of the City of Beatrice, Nebraska, be and hereby are extended to include within the corporate limits of said City the contiguous and adjacent parcel of land and streets and highways located in Gage County, Nebraska, more completely described as follows:

A tract of land located on a part of the Northeast Quarter of Section 29, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the North line of the Northeast Quarter of said Section 29 having an assumed reference bearing of S 89°30'06" W.

Beginning at the Northeast Corner of said Section 29, thence westerly S 89°30'06" W, on the North line of the Northeast Quarter of said Section 29, 519.10 feet; thence southwesterly S 40°00'32" W, 131.10 feet; thence southwesterly S 35°04'57" W, 225.85 feet; thence easterly S 89°18'55" E, 204.56 feet, thence

southerly S 10°36'35" E, 274.39 feet; thence southeasterly S 24°33'38" E, 50.41 feet; thence southeasterly S 38°45'34" E, 63.38 feet; thence southeasterly S 47°31'17" E, 374.74 feet; thence southeasterly S 52°50'22" E, 173.09 feet, to a point of intersection on the East line of the Northeast Quarter of said Section 29; thence northerly N 00°04'35" E, on the East line of the Northeast Quarter of said Section 29, 1,012.37 feet, to the Northeast Corner of said Section 29, said Corner also being the True Point of Beginning.

**SECTION 3.** That both the Beatrice City Council and Planning and Zoning Commission have given notice and held public hearings regarding the inclusion of the addition within the corporate limits of Beatrice, Nebraska.

**SECTION 4.** That said parcel of land and streets and highways are hereby annexed to the City of Beatrice, Gage County, Nebraska.

**SECTION 5.** That upon the taking effect of this ordinance, the police, fire, and snow removal service of such City shall be furnished to the parcels of land and streets and highways herein annexed; and water service, sanitary sewer, and electric services are available as provided by law.

**SECTION 6.** That a certified copy of this ordinance together with a plat of such parcels of land be filed of record in the office of the Register of Deeds and County Assessor of Gage County, Nebraska.

**SECTION 7.** That if any subsection, sentence, clause or phrase of this Ordinance or the annexation of any tract of land, street, or highway by this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance since it is the express intent of the Mayor and City Council to enact each section, subsection, phrase, or clause separately.

**SECTION 8.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9.** That this ordinance shall be in full force and effect from and after its passage, approval and publication in electronic form as provided by law.

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

Attest:

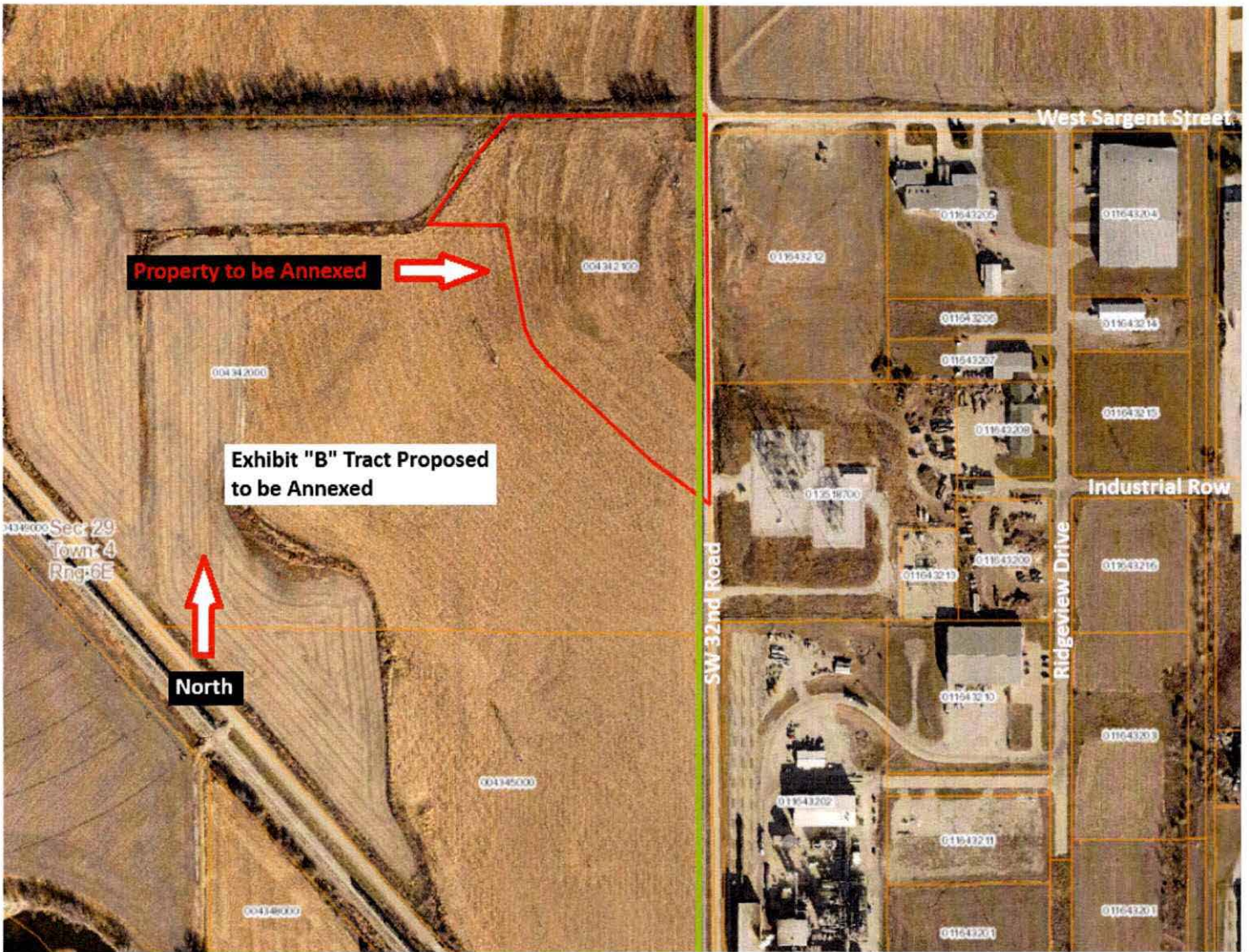
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Erin Saathoff, MMC, City Clerk

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Robert Morgan, Mayor





## **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, March 16, 2026, in the BPS Administration Building Board Room, 320 North 5<sup>th</sup> Street, Beatrice, Nebraska, to consider 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 to add Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts.

Erin Saathoff, MMC, City Clerk

Publish: March 6, 2026

**ORDINANCE NUMBER 26-\_\_\_**

An ordinance to amend 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 to add Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts; 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 505 of Article V of the Beatrice Zoning Code be and hereby is amended to read as follows:

**"505** Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application:

- a. **"Appeal"** means a request for a review of the Chief Building Inspector's interpretation of any provision of this article or a request for a variance.
- b. **"Appurtenant/Accessory Structure"** means a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principle structure.
- c. **"Area of Shallow Flooding"** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- d. **"Base Flood"** means the flood having one percent chance of being equalled or exceeded in any given year.
- e. **"Basement"** means any area of the building having its floor subgrade (below ground level) on all sides.
- f. **"Campus"** means a contiguous physical area owned, leased, or otherwise controlled

by a single entity or institution to provide a master planned environment for charitable, educational, government, religious, and medical institutions.

- g. **"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- h. **"Existing Construction"** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."
- i. **"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.
- j. **Expansion to an Existing Manufactured Home Park or Subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- k. **"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The usual and rapid accumulation of runoff of surface waters from any source.
- l. **"Flood Fringe"** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).
- m. **"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.
- n. **"Flood Insurance Study"** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

- o. **"Floodplain"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").
- p. **"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- q. **"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
- r. **"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- s. **"Historic Structure"** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.
- t. **"Lowest floor"** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.
- u. **"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- v. **"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

- w. **"New Construction"** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- x. **"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- y. **"Overlay District"** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.
- z. **"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure is above ground.
- aa. **"Recreational Vehicle"** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- bb. **"Special Flood Hazard Area"** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.
- cc. **"Start of Construction"** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the

building.

- dd. **"Structure"** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
- ee. **"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- ff. **"Substantial Improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- gg. **"Variances"** is a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.
- hh. **"Violation"** means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations."

**SECTION 2.** That Section Chapter 16 of Article V of the Beatrice Zoning Code be and hereby

is added to read as follows:

#### **CHAPTER 16 – CAMPUS OVERLAY DISTRICT**

##### **“590 PURPOSE**

The purpose of the Campus Overlay District is to provide for a master planned campus environment for charitable, educational, government, religious, and medical institutions and ancillary or compatible uses to the primary institution located on the same site.

##### **591 MINIMUM ACREAGE REQUIREMENT**

A Campus Overlay District must consist of at least ten (10) contiguous acres, excluding rights-of-way dedicated to the City, that are owned by the same entity or institution.

**592 BOUNDARIES**

The boundaries of a Campus Overlay District shall be set out on the City of Beatrice Zoning Map.

**593 PROCEDURE FOR ADOPTION**

**a. Proposal**

The creation of a Campus Overlay District may be initiated by the Planning and Zoning Commission, the City Council, or by application of the owner or owners of the property within the proposed district.

**b. Requirements for Application**

An application for the creation of a Campus Overlay District must include:

1. The application fee as established by resolution adopted by the city council.
2. Documents showing that the property(ies) to be included in the proposed district consist(s) or will consist of at least ten (10) contiguous acres of land, excluding rights-of-way dedicated to the City.
3. Documents showing that the property(ies) to be included in the proposed district is/are owned by the same entity or institution.
4. A statement describing the reasons for proposal of the district.
5. A map indicating the boundaries of the proposed Campus Overlay District.
6. A Master Development Plan.

**c. Master Development Plan**

A Master Development Plan shall serve as the comprehensive plan for the Campus Overlay District. The Master Development Plan must be determined to be in harmony with the surrounding area, align with the general intent of the underlying zoning district, and that such District will not adversely affect neighboring properties. All buildings and structures, including the use thereof, located within such District must meet any and all applicable rules and regulations of the underlying zoning district, including Fire Codes. A Master Development Plan shall include the following information:

1. A map, drawn to scale, showing the location of all existing buildings and all proposed future buildings;
2. The proposed use of all future buildings;
3. Set back requirements for all structures to be included in the Campus Overlay District;

4. An impervious area calculation upon the full build-out of all proposed buildings;
5. A circulation plan for vehicular traffic;
6. A detailed statement identifying the ownership of all existing and proposed utilities serving the campus, including but not limited to water, wastewater, stormwater, electric, gas, and any other public or private infrastructure, and clearly indicating whether each utility is publicly or privately owned; and
7. A stormwater drainage study prepared by a licensed professional engineer, evaluating existing and proposed conditions and demonstrating adequate detention and/or retention capacity to manage stormwater runoff in accordance with City standards.

#### **594 ADOPTION OF CAMPUS OVERLAY DISTRICT**

- a. The Commission and City Council shall review and evaluate each Campus Overlay District application.
- b. As part of the review and evaluation of a Campus Overlay District application, the Commission and City Council shall review and evaluate the proposed Master Development Plan included with such application.
- c. For each application, the Commission, after proper notice, shall hold a public hearing and shall make a recommendation to the City Council for approval or denial. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).
- d. The Commission may recommend amendments to Campus Overlay District applications or Master Development Plans.
- e. The recommendation of the Commission shall be transmitted to the City Council for final action.
- f. For each proposed Campus Overlay District, after receiving the recommendation by the Commission, the City Council shall approve or deny the Campus Overlay District. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).
- g. The resolution adopting the Campus Overlay District shall include a statement of purpose and a description of district boundaries.
- h. Upon approval by the City Council, each Campus Overlay District shall be shown on the Zoning Map.

- i. Upon approval by the City Council, each Campus Overlay District shall run with the land.

**595 AMENDMENT PROCEDURE**

Amendments to a Campus Overlay District must be approved according to the same procedure set forth in Section 593.

**596 TERMINATION OF CAMPUS OVERLAY DISTRICT**

- a. If at any time after the adoption of a Campus Overlay District a campus is reduced to less than ten (10) acres, then the Campus Overlay District shall terminate automatically.
- b. The City Council may, by resolution, terminate or revoke a Campus Overlay District in the event that the City Council determines that the uses or activities within a Campus Overlay District have become detrimental to public health, safety, and welfare, or if the uses or activities within a district become incompatible with the City's Comprehensive Development Plan or do not adhere to the Master Development Plan that part of the application approved for the Campus Overlay District."

**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 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

# ✱ Redline ✱

## CHAPTER 2 – DEFINITIONS

- 505 Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application:
- a. **"Appeal"** means a request for a review of the Chief Building Inspector's interpretation of any provision of this article or a request for a variance.
  - b. **"Appurtenant/Accessory Structure"** means a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure.
  - c. **"Area of Shallow Flooding"** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
  - d. **"Base Flood"** means the flood having one percent chance of being equaled or exceeded in any given year.
  - e. **"Basement"** means any area of the building having its floor subgrade (below ground level) on all sides.
  - f. **"Campus"** means a contiguous physical area owned, leased, or otherwise controlled by a single entity or institution to provide a master planned environment for charitable, educational, government, religious, and medical institutions.
  - g. **"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
  - h. **"Existing Construction"** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."
  - i. **"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.
  - j. **"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

- k. **"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The usual and rapid accumulation of runoff of surface waters from any source.
- l. **"Flood Fringe"** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).
- m. **"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.
- n. **"Flood Insurance Study"** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
- o. **"Floodplain"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").
- p. **"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- q. **"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
- r. **"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- s. **"Historic Structure"** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state

inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

- t. **"Lowest floor"** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.
- u. **"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- v. **"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- w. **"New Construction"** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- x. **"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- y. **"Overlay District"** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.
- z. **"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure is above ground.
- aa. **"Recreational Vehicle"** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- bb. **"Special Flood Hazard Area"** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

- cc. **"Start of Construction"** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.
- dd. **"Structure"** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
- ee. **"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- ff. **"Substantial Improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- gg. **"Variances"** is a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.
- hh. **"Violation"** means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

## CHAPTER 16 – CAMPUS OVERLAY DISTRICT

### 590 PURPOSE

The purpose of the Campus Overlay District is ~~to accommodate the uses and activities of institutional campuses, including but not limited to governmental, educational, medical, social services, continuum of care residential developments, and religious campuses, which may include associated ancillary uses to the primary institution located on the same premises.~~ to provide for a master planned campus environment for charitable, educational, government, religious, and medical institutions and ancillary or compatible uses to the primary institution located on the same site.

### 591 MINIMUM ACREAGE REQUIREMENT

A Campus Overlay District must consist of at least ten (10) contiguous acres, excluding rights-of-way dedicated to the City, that are owned by the same ~~person,~~ entity, or institution.

### 592 BOUNDARIES

The boundaries of a Campus Overlay District shall be set out on the City of Beatrice Zoning Map.

### 593 PROCEDURE FOR ADOPTION

#### a. Proposal

The creation of a Campus Overlay District may be initiated by the Planning and Zoning Commission, the City Council, or by application of the owner or owners of the property within the proposed district.

#### b. Requirements for Application

An application for the creation of a Campus Overlay District must include:

1. The application fee as established by resolution adopted by the city council.
- ~~1.2.~~ \_\_\_\_\_ Documents showing that the property(ies) to be included in the proposed district consist(s) or will consist of at least ten (10) contiguous acres of land, excluding rights-of-way dedicated to the City.
- ~~2.3.~~ \_\_\_\_\_ Documents showing that the property(ies) to be included in the proposed district is/are owned by the same ~~person,~~ entity, or institution.
- ~~3.4.~~ \_\_\_\_\_ A statement describing the reasons for proposal of the district.
- ~~4.5.~~ \_\_\_\_\_ A map indicating the boundaries of the proposed Campus Overlay District.
- ~~5.~~ An inventory of the buildings and other accessory structures to be located within the boundaries of the proposed district. A Master Development Plan.

- ~~6. A circulation plan, including location of existing and proposed vehicular and pedestrian facilities; and the location and general design of parking and loading facilities.~~

### **c. Master Development Plan**

A Master Development Plan shall serve as the comprehensive plan for the Campus Overlay District. The Master Development Plan must be determined to be in harmony with the surrounding area, align with the general intent of the underlying zoning district, and that such District will not adversely affect neighboring properties. All buildings and structures, including the use thereof, located within such District must meet any and all applicable rules and regulations of the underlying zoning district, including Fire Codes. A Master Development Plan shall include the following information:

1. A map, drawn to scale, showing the location of all existing buildings and all proposed future buildings;
2. The proposed use of all future buildings;
3. Set back requirements for all structures to be included in the Campus Overlay District;
4. An impervious area calculation upon the full build-out of all proposed buildings;
5. A circulation plan for vehicular traffic;
6. A detailed statement identifying the ownership of all existing and proposed utilities serving the campus, including but not limited to water, wastewater, stormwater, electric, gas, and any other public or private infrastructure, and clearly indicating whether each utility is publicly or privately owned.; and
7. A stormwater drainage study prepared by a licensed professional engineer, evaluating existing and proposed conditions and demonstrating adequate detention and/or retention capacity to manage stormwater runoff in accordance with City standards.

### **594 ADOPTION OF CAMPUS OVERLAY DISTRICT**

- a. The Commission and City Council shall review and evaluate each Campus Overlay District application.
- b. As part of the review and evaluation of a Campus Overlay District application, the Commission and City Council shall review and evaluate the proposed Master Development Plan included with such application.

~~a.c.~~ For each application, the Commission, after proper notice, shall hold a public hearing and shall make a recommendation to the City Council for approval or denial. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).

~~b.d.~~ \_\_\_\_\_ The Commission may recommend amendments to Campus Overlay District applications or Master Development Plans.

~~e.e.~~ The recommendation of the Commission shall be transmitted to the City Council for final action.

~~d.f.~~ The For each proposed Campus Overlay District, after receiving the recommendation by the Commission, the City Council shall approve or deny the Campus Overlay District. ~~City Council, after proper notice, shall hold a public hearing and act upon any Article establishing an HD Historic Overlay District.~~ Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).

~~e.g.~~ \_\_\_\_\_ The resolution adopting the Campus Overlay District shall include a statement of purpose and a description of district boundaries.

~~h.~~ Upon approval by the City Council, each Campus Overlay District shall be shown on the Zoning Map.

~~f.i.~~ Upon approval by the City Council, each Campus Overlay District shall run with the land.

~~g.~~ Any protest against a Campus Overlay District shall be made and filed as provided by Section 19-905, Revised Statutes of Nebraska, 1943, and amendments thereto.

## 595 AMENDMENT PROCEDURE

Amendments to a Campus Overlay District must be approved according to the same procedure set forth in Section 593.

## 596 TERMINATION OF CAMPUS OVERLAY DISTRICT

- a. If at any time after the adoption of a Campus Overlay District a campus is reduced to less than ten (10) acres, then the Campus Overlay District shall terminate automatically.
- b. The City Council may, by resolution, terminate or revoke a Campus Overlay District in the event that the City Council determines that the uses or activities within a Campus Overlay District have become detrimental to public health, safety, and welfare, or if the uses or activities within a district become incompatible with the City's Comprehensive Development Plan or do not adhere to the Master Development Plan that part of the application approved for the Campus Overlay District.

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

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF BEATRICE, NEBRASKA, SPONSOR OF BEATRICE MUNICIPAL AIRPORT, HELD ON MARCH 16, 2026.

The following resolution was introduced by Councilmember McLain, read in full, seconded by Councilmember \_\_\_\_\_ and considered:

A RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF AN AGENCY AGREEMENT WITH NEBRASKA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR PROJECT NO. 3-31-0009-025/026-2026 TO BE SUBMITTED BY THE DEPARTMENT TO THE FEDERAL AVIATION ADMINISTRATION TO OBTAIN FEDERAL ASSISTANCE FOR THE DEVELOPMENT OF THE AIRPORT:

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

1. The City of Beatrice shall enter into 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 and that such Agreement shall be set forth hereinbelow.
2. The Mayor of Beatrice is hereby authorized and directed to execute said Agency Agreement, and any and all documents relating to Project No. 3-31-0009-025/026-2026, on behalf of the City of Beatrice, and the City Clerk is hereby authorized to attest said execution.
3. The said Agreement, referred to hereinabove, is inserted in full and attached herewith, and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, \_\_\_\_ voted yea, and \_\_\_\_ voted nay, and the resolution therefore was declared PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kulhman, Deputy City Clerk

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

# Exhibit "A"

## AGENCY AGREEMENT

### Project No. 3-31-0009-025/026-2026 (G04 G05)

This is an agreement between the City of Beatrice, Nebraska, hereinafter referred to as the "Airport Sponsor" and the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Division," made and entered into in accordance with, and for the purpose of, complying with the laws of the State of Nebraska.

The Airport Sponsor desires to develop the Beatrice Municipal Airport and to use federal airport aid funds available for that purpose. Therefore, the Airport Sponsor hereby designates the Division as its agent in accordance with §3-124 and §3-239, Neb. Rev. Stat. (Reissue 2016), and the Division hereby accepts such designation and agrees to act as the agent of the Airport Sponsor.

It is mutually understood and agreed between the parties that the Airport Sponsor has submitted to the Division its proposed project for the development of said airport, and that such project has been approved by the Division, in accordance with §3-239, Neb. Rev. Stat. (Reissue 2016).

The Airport Sponsor hereby warrants, undertakes, and agrees that if the Federal Aviation Administration makes a grant offer, and the Airport Sponsor executes a Grant Agreement, it will develop and manage said airport in the manner set forth in the Grant Agreement and abide by the conditions, rules, and regulations of the Federal Aviation Administration.

The terms and conditions of this Agency Agreement and the respective duties, undertakings, and agreements of the parties with respect to this Agency Agreement and with respect to the project of airport development, are as follows:

- A. The Division shall accept, receive, receipt for, and disburse all funds granted by the United States for airport aid in accordance with federal laws, rules, and regulations and in accordance with §3-101 to §3-154 and §3-239, Neb. Rev. Stat. (Reissue 2016), as the agent of the Airport Sponsor.
- B. Upon receipt of such federal funds, the Division shall deposit them in the State Treasury, according to law, and shall cause disbursement to be made therefrom as follows:

FIRST: If the Division advances funds to the Airport Sponsor as the equivalent of the United States' share of allowable project cost, the Division shall reimburse itself for any such advancement out of such federal funds thereafter received.

SECOND: The Division shall cause the balance of such federal funds due the Airport Sponsor to be paid promptly to the Airport Sponsor.

- C. The Division shall maintain accurate records of all the funds received and expended by it in connection with the project. These records shall be open to inspection by the Airport Sponsor, the Federal Aviation Administration, and their authorized representatives in the offices of the Division at all reasonable times.

- D. The Airport Sponsor reserves the right, power, and authority to execute the Application for Federal Assistance, the federal Grant Agreement, all construction and engineering contracts, all agreements related to the purchase of land and all amendments to these items. Aside from the matters so reserved, the Division shall, as agent for the Airport Sponsor, process, execute and submit to the Federal Aviation Administration all papers, forms and documents required by that agency for the approval, carrying out and completion of the project.
- E. The Airport Sponsor agrees to reimburse the Division for its administrative costs of furnishing all services performed by it as agent of the Airport Sponsor, including, but not limited to, the services set forth in the attached Exhibit A, "Administrative Services". Division administrative costs charged to the project are considered allowable costs for federal and state participation. These costs will be charged according to the "Schedule of Fees and Charges" shown in the attached Exhibit B, which schedule shall be subject to change upon notification in writing by the Division to the Airport Sponsor.

As used herein, the following words, terms and phrases shall have the meanings herein given:

"Application for Federal Assistance" means the document prepared as the formal application submitted to the Federal Aviation Administration for a grant of federal funds.

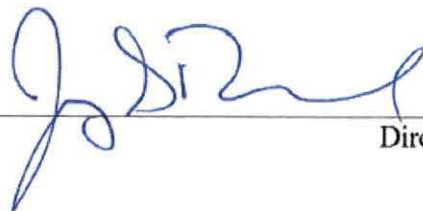
"Develop" means to plan, construct, or improve the airport as defined in the Application for Federal Assistance.

"Project" means a plan of action for the accomplishment of specific airport developments.

"Grant Agreement" means the contract between the United States of America and the Airport Sponsor in which the Federal Aviation Administration, on behalf of the United States, agrees to pay a portion of the allowable costs of the project.

Executed by the Nebraska Department of Transportation, Aeronautics Division this 17th day of February, 2026.



  
 \_\_\_\_\_  
 Director

Executed by the Airport Sponsor this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Clerk

\_\_\_\_\_  
 Mayor

**EXHIBIT A**  
**AGENCY AGREEMENT**  
**ADMINISTRATIVE SERVICES**

1. Conduct airport site inspections.
2. Review and secure federal approval of Airport Layout Plans (ALP).
3. Prepare and process CIP Data Sheets and related documents used to request an allocation of federal funds, if requested by the Sponsor.
4. Assist in the preparation and processing of Environmental Impact Statements and other environmental studies.
5. Review and process land acquisition documents, title opinions, sponsor certifications and audit reports.
6. Prepare an independent cost analysis of consultant costs, if requested by the Sponsor.
7. Prepare a Disadvantaged Business Enterprise (DBE) Program, if requested by the Sponsor and represent the Sponsor in the DBE Unified Certification Program.
8. Review, process, and secure federal approval of all contracts and agreements, change orders and amendments to these agreements.
9. Attend pre-design conferences and conduct design (plan-in-hand) inspections.
10. Review and process the plans, specifications, special provisions and contract documents. Provide U.S. Labor Department wage rate determinations.
11. Attend pre-bid and pre-construction conferences.
12. Prepare and secure execution of Applications for Federal Assistance and associated documents. Prepare and process program changes.
13. Process Grant Agreements and amendments.
14. Review periodic pay estimates and forward federal funds to the Airport Sponsor.
15. Prepare applications, requests, transfers or letters of credit for Grant Agreement payments.
16. Conduct or participate in periodic and final inspections.
17. Prepare and/or process other federal documents not otherwise specifically covered above.

**EXHIBIT B**  
**AGENCY AGREEMENT**  
**SCHEDULE OF FEES AND CHARGES**

A. Salary Costs. Charges will be the monthly rate worked times an overhead/benefits factor for the following positions:

Engineer VI	Engineering Associate (all)*
Engineer V	Engineering Aide (all)*
Engineer IV	Accountant (all)
Engineer III	Accounting Clerk*
Engineer II*	Attorney (all)
Engineer I*	Drafter (all)*

“The overhead/benefits factor will be determined annually based on an audit using the methodology contained within Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals (formerly found in OMB A-87)”.

\* Employees in these positions receive time and one half for time worked over 40 hours per week.

B. Living Costs and Outside Expenses. Actual.

Charges will be actual expenses and shall include meals, lodging, telephone calls, etc. normally paid by Division.

C. Materials, Supplies, & Rental Equipment. Actual.

Charges will be actual costs and shall be charged in accordance with invoices, billings, contracts or agreements.

D. Transportation. Actual.

Charges will be those established by Division policy for all users for operating a state automobile or using a state aircraft.

**Application for Federal Assistance SF-424**

\*1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\*2. Type of Application

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify)

\*3. Date Received:  
10/08/2025

4. Applicant Identifier:  
3-31-0009

5a. Federal Entity Identifier:  
3-31-0009-025/026-2026

\*5b. Federal Award Identifier:  
025/026 -2026

**State Use Only:**

6. Date Received by State:

7. State Application Identifier: 3-31-0009-025/026-2026 (G04 G05)

**8. APPLICANT INFORMATION:**

\*a. Legal Name: City of Beatrice, Nebraska

\*b. Employer/Taxpayer Identification Number (EIN/TIN):  
47-6006092

\*c. UEI:  
TWJKBXHG6TD5

**d. Address:**

\*Street 1: PO Box 277  
Street 2:  
\*City: Beatrice  
County/Parish:  
\*State: Province: NE  
\*Country:  
\*Zip / Postal Code USA: United States  
68310-0277

**e. Organizational Unit:**

Department Name:  
City of Beatrice, Nebraska

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix: Mrs. \*First Name: Jamie  
Middle Name:  
\*Last Name: Mikkleson  
Suffix:

Title: Engineering Division Manager

Organizational Affiliation:  
NDOT Division of Aeronautics

\*Telephone Number: (402) 471-7930

Fax Number:

\*Email: ndot.aeroengineering@nebraska.gov

**Application for Federal Assistance SF-424**

**\*9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

\*Other (Specify)

**\*10. Name of Federal Agency:**

Federal Aviation Administration

**\*11. Catalog of Federal Domestic Assistance Number:**

CFDA No: CFDA Title:

20.116 Airport Improvement Program (AIP)

20.117 Airport Infrastructure Grants (AIG)

**\*12. Funding Opportunity Number:**

N/A

\*Title:

N/A

**13. Competition Identification Number:**

N/A

Title:

N/A

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Airside area of the Beatrice Municipal Airport, City of Beatrice, Gage County, Nebraska.

**\*15. Descriptive Title of Applicant's Project:**

Install RWY 18/36 and 14/32 PAPIs (P4L & P2L); Install RWY 18 REIL; (Phase 1)

**Attach supporting documents as specified in agency instructions.**

<b>Application for Federal Assistance SF-424</b>	
<b>16. Congressional Districts Of:</b>	
*a. Applicant: NE-003	*b. Program/Project: NE-003
Attach an additional list of Program/Project Congressional Districts if needed.	
<b>17. Proposed Project:</b>	
*a. Start Date: 06/01/2026	*b. End Date: 06/01/2030
<b>18. Estimated Funding (\$):</b>	
*a. Federal	\$ 1,241,044
*b. Applicant	\$ 49,159
*c. State	\$ 16,160
*d. Local	\$ 0
*e. Other	\$ 0
*f. Program Income	\$ 0
*g. TOTAL	\$ 1,306,363
<b>*19. Is Application Subject to Review By State Under Executive Order 12372 Process?</b>	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on _____ . <input type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review. <input checked="" type="checkbox"/> c. Program is not covered by E.O. 12372.	
<b>*20. Is the Applicant Delinquent On Any Federal Debt?</b>	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", explain:	
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001) <input checked="" type="checkbox"/> ** I AGREE ** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
<b>Authorized Representative:</b>	
Prefix: Mr.	*First Name: Bob
Middle Name: _____	
*Last Name: Morgan	
Suffix: _____	
*Title: Mayor, City of Beatrice	
*Telephone Number: :402-228-6098	Fax Number:
* Email: bmorgan@beatrice.ne.gov	
*Signature of Authorized Representative:	*Date Signed:



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

### Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

### Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
 Yes    No    N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes    No    N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
 Yes    No    N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).  
 Yes    No    N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).  
 Yes    No    N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- 
- Yes
- 
- No
- 
- N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).  
 Yes    No    N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- 
- Yes
- 
- No
- 
- N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- 
- Yes
- 
- No
- 
- N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).  
 Yes    No    N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes  No  N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes  No  N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 .

Name of Sponsor: City of Beatrice

Name of Sponsor's Authorized Official: Bob Morgan

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes    No    N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes    No    N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes  No  N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes  No  N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes  No  N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes  No  N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes  No  N/A

**Site(s) of performance of work (2 CFR § 182.230):**

**Location 1**

Name of Location: Beatrice Municipal Airport  
Address: 3301 N. 6th St., Beatrice, NE 68310

**Location 2 (if applicable)**

Name of Location:  
Address:

**Location 3 (if applicable)**

Name of Location:  
Address:

Attach documentation clarifying any above item marked with a "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this          day of                                          , 2026          .

Name of Sponsor: City of Beatrice

Name of Sponsor's Authorized Official: Bob Morgan

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification**

### **Paperwork Reduction Act Burden Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes    No    N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes  No  N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes  No  N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
  - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
  - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes  No  N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
  - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
  - c. Publicly opened at a time and place prescribed in the invitation for bids; and
  - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes  No  N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
  - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
  - c. Listing of evaluation factors along with relative importance of the factors.
- Yes  No  N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes  No  N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
- a. Only one qualified person/firm submits a responsive bid;
  - b. Award is to be made to other than the lowest responsible bidder; and
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder.
- Yes    No    N/A
9. All construction and equipment installation contracts contain or will contain provisions for:
- a. Access to Records (§ 200.336)
  - b. Buy American Preferences (Title 49 U.S.C. § 50101)
  - c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
  - d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
  - e. Occupational Safety and Health Act requirements (20 CFR part 1920)
  - f. Seismic Safety – building construction (49 CFR part 41)
  - g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
  - h. U.S. Trade Restriction (49 CFR part 30)
  - i. Veterans Preference (49 USC § 47112(c))
- Yes    No    N/A
10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:
- a. Davis-Bacon and Related Acts (29 CFR part 5)
  - b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
- Yes    No    N/A
11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).
- Yes    No    N/A
12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:
- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
  - b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
  - c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
  - d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
- Yes    No    N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes  No  N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$250,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes  No  N/A

Attach documentation clarifying any above item marked with "No" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026 .

Name of Sponsor: City of Beatrice

Name of Sponsor's Authorized Official: Bob Morgan

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

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## Project Plans and Specifications

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
 Yes    No    N/A
  
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
 Yes    No    N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
 Yes  No  N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).  
 Yes  No  N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).  
 Yes  No  N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).  
 Yes  No  N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).  
 Yes  No  N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).  
 Yes  No  N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).  
 Yes  No  N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)  
 Yes  No  N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.  
 Yes  No  N/A





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## **FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

#### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

#### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
 Yes    No    N/A
  
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
 Yes    No    N/A
  
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
 Yes    No    N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
 Yes  No  N/A
5. Sponsor has publicized or will publicize a RFQ that:  
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and  
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).  
 Yes  No  N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).  
 Yes  No  N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).  
 Yes  No  N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:  
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and  
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).  
 Yes  No  N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).  
 Yes  No  N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).  
 Yes  No  N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).  
 Yes  No  N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)  
 Yes  No  N/A





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## **FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification**

### **Paperwork Reduction Act Statement**

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## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

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Sponsor: City of Beatrice

Airport: Beatrice Municipal Airport

Project Number: 3-31-0009-025/026-2026

Description of Work: Install Rwy 18/36 and 14/32 PAPIs (P4L & P2L); Install Rwy 18 REIL; (Phase 1)

### Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

### Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes    No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

Yes  No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

Yes  No

Attach documentation clarifying any above item marked with "no" response.

### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this          day of                                  , 2026          .

Name of Sponsor: City of Beatrice

Name of Sponsor's Authorized Official: Bob Morgan

Title of Sponsor's Authorized Official: Mayor

**Signature** of Sponsor's Authorized Official: \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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## **FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

### **Paperwork Reduction Act Statement**

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All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

### **Instructions for Form 5100-145, FAA Title VI Pre-Grant Award Checklist**

This Checklist must be completed and submitted by the sponsor as a part of each FAA grant application.

"Yes" responses mean that the sponsor is currently in compliance or has a corrective action plan approved by the FAA Office of Civil Rights (FAA) to come into compliance. "No" responses mean there is a potential compliance issue. Compliance issues will be brought to the attention of the FAA to determine if corrective actions are necessary. If there are any questions, please contact [ACR-4-TitleVI@faa.gov](mailto:ACR-4-TitleVI@faa.gov).

References to "Title VI" in this checklist include Title VI of the Civil Rights Act of 1964 and related authorities that expand or clarify nondiscrimination protections in FAA assisted programs, identified in [FAA Order 1400.11](#) [[https://www.faa.gov/regulations\\_policies/orders\\_notices/index.cfm/go/document.current/documentNumber/1400.11](https://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.current/documentNumber/1400.11)].



## FAA Title VI Pre-Grant Award Checklist

### Submission information

**Submission date** (Pick a date): 02/23/2026

**Name of airport sponsor:** City of Beatrice

**Submitter's name:** Dennis Schmitt

**Title:** Airport Manager

**Phone number:** 402-223-5349

### Section 1: Questions Concerning Prior Approval of Title VI Program

By selecting "Yes" below, the sponsor certifies that the following documents were provided to, and approved by, the FAA Office of Civil Rights, and documentation of FAA's approval has been received by the sponsor. The FAA Office reviewing this grant application will confirm the FAA's approval of the documents in this Section prior to approving the grant application.

A sponsor that has **both** a Title VI\* Plan and a Community Participation Plan, **both** of which are approved by the FAA and current, and has already received approval for the information outlined in this Checklist, does not need to complete the remaining questions in Sections 2 and 3 of this Checklist.

This information is required based on [DOT Order 1000.12C, Ch. II, Secs. 3 and 4](https://www.transportation.gov/mission/us-department-transportation-title-vi-program)  
[<https://www.transportation.gov/mission/us-department-transportation-title-vi-program>].

Criterion	Notes	Response	Comments
<p><b>1.1</b> The sponsor has a written Title VI Plan, approved by the FAA Office of Civil Rights, and subsequently adopted by the recipient, and documentation of the approval and adoption.</p>	<p>Sponsors must develop and adopt a Title VI Plan that outlines the recipient's measures to ensure compliance with Title VI. A current Title VI Plan on file with the FAA is sufficient if the Plan is no more than 3 years old.</p> <p>If the sponsor does not have an approved Title VI Plan, select "No" and complete Sections 2 and 3 of this Checklist.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>1.2</b> The sponsor has a written Community Participation Plan (CPP), or an equivalent public participation plan (PPP), and documented approval or concurrence of the plan from the FAA Office of Civil Rights.</p>	<p>Sponsors must satisfy CPP requirements as a condition of receiving an award of federal financial assistance. To the extent the sponsor has already prepared a PPP as part of planning or other requirements of FAA or DOT, that plan or plans may satisfy the CPP requirement so long as the plan has incorporated the Title VI requirements as provided in DOT Order 1000.12C, Ch. II, Sec. 4(a-j).</p> <p>If the sponsor does not have an approved CPP or PPP, select "No" and answer question 3.5 in Section 3 of this Checklist.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor will create a detailed Community Participation Plan after an updated template is provided by FAA. As of February 13, 2025, the updated template is not available.</p>

If the answers to 1.1 and 1.2 above are both "Yes," do *not* complete Sections 2 and 3.

## Section 2: Questions Concerning Applicant Data

By selecting "Yes" below, the sponsor certifies that the following documents have been collected in its records prior to submitting this grant application and will be timely made available to FAA staff, including from the FAA Offices of Airports, Chief Counsel, and Civil Rights, upon request.

"Timely available" usually means within 1 week or less, depending on the scope and circumstances. The data should already be available in a format that can be forwarded, as-is. No further data collection or summarization efforts should be necessary to respond to the request.

This information is required by DOT Order 1000.12C, Ch. II, Sec. 2; 49 CFR 21.9; and FAA Order 1400.11.

Criterion	Notes	Response	Comments
<p><b>2.1</b> The sponsor has, on file, demographic information for the surrounding community and communities otherwise affected by the sponsor's facilities and operations, including any airport noise and relocations.</p>	<p>At a minimum, data is required for race, color, national origin, and limited English proficiency (LEP) populations. The collected data must include the most current U.S. Census Bureau data, where available, such as American Community Survey data.</p> <p><a href="http://www.epa.gov/ejscreen">EJScreen</a> [www.epa.gov/ejscreen] is a useful resource for assessing project areas.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>2.2</b> The sponsor has, on file, demographic information for beneficiaries. For example, if the applicant is an airport operator, it has collected information for its airport customers.</p>	<p>In most cases, this type of information is available through voluntary disclosures by customers, lessees, community meeting attendees, and businesses seeking opportunities with the applicant.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

Criterion	Notes	Response	Comments
<p><b>2.3</b> The sponsor has, on file, demographic information for their staff.</p>	<p>In most cases, this type of information is available through voluntary disclosures. See also 49 CFR § 21.5(c).</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>2.4</b> The sponsor has, on file, demographic information for individuals who are members of planning or advisory boards overseeing the applicant's programs, including its airport operations (if applicable).</p>	<p>Airport sponsors, the most common FAA grant applicants, commonly have appointed boards or are overseen directly by elected bodies, such as city councils. In addition, input for specific projects or sponsor priorities is often provided by standing appointed committees. If not already available, the information can be requested on a voluntary basis.</p> <p>If not applicable or after reasonable efforts, no information was collected, respond, "Yes."</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

### Section 3: Questions about the Sponsor's Programs

By choosing "Yes" below, the sponsor certifies that the related statements are true.

This information is required by DOT Order 1000.12C, Ch. II, Secs. 2, 3, and 4.

Criterion	Notes	Response	Comments
<p><b>3.1</b> The sponsor's programs, including any airport operations, have been evaluated for potential impact based on race, color, national origin (including limited English proficiency (LEP)), or low-income status as part of an environmental review process consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p> <p>See <a href="http://www.justice.gov/crt/fcs/TitleVI">Title VI of the Civil Rights Act of 1964</a> [www.justice.gov/crt/fcs/TitleVI];</p> <p><a href="http://www.ecfr.gov">49 CFR part 21</a> [www.ecfr.gov]</p> <p><a href="http://www.transportation.gov/transportation-policy/environmental-justice">DOT Order on Environmental Justice</a> [www.transportation.gov/transportation-policy/environmental-justice]</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>3.2</b> The sponsor has evaluated Checklist Section 2 data to identify any potential disparities based on race, color, or national origin (including LEP), as part of an analysis to identify potential discriminatory effects, consistent with FAA requirements.</p>	<p>Relevant requirements include Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.) ("Title VI"), DOT's Title VI regulations at 49 CFR part 21, Executive Order 12898, and DOT Order on Environmental Justice (Order 5610.2C).</p>	<p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

Criterion	Notes	Response	Comments
<p><b>3.3</b> The sponsor has performed a “Four-Factor” LEP analysis for the sponsor’s programs, including its airport operations (if applicable). Plans and procedures and resources are in place to meet the identified LEP needs, consistent with the analysis.</p>	<p>A “Yes” response means yes to both parts of the question. The LEP analysis must be consistent with Executive Order 13166 and DOT Policy Guidance Concerning Recipients’ Responsibilities to LEP Persons (70 FR 74087, December 14, 2005).</p> <p>See <a href="https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance">DOT's LEP Guidance</a> [https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance].</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor’s Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>3.4</b> If the sponsor is an airport sponsor, the FAA Unlawful Discrimination Poster is displayed at its public airport facilities.</p> <p>If the sponsor is <b>not</b> an airport sponsor, it uses other effective methods to inform its customers, clients, beneficiaries, etc., that it will not discriminate based on race, color, national origin (including LEP), age, sex (including sexual orientation and gender identity), or creed, and of how to file a complaint of discrimination under Title VI against the applicant.</p>	<p>For airport sponsors, areas where the posters should be displayed include, as applicable, airport terminals, fixed base operator facilities, and at businesses that are open to the public and operating on airport property, such as hotels. For larger facilities, posters should be placed so that people can reasonably be expected to see them, no matter where they are in the facility. The poster is available at <a href="https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/">Airport Civil Rights Program – National Airport Policy and Compliance</a> [https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/national_airport_policy_compliance/].</p> <p>If applicant is not an airport, the method used to inform the public must be ongoing and documented.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor’s Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

Criterion	Notes	Response	Comments
<p><b>3.5</b> The sponsor's practices for obtaining proactive and meaningful public participation to ensure that (1) beneficiaries, as well as contractors and sub-recipients (if applicable), are adequately informed about how programs, projects, and other activities will potentially affect them, and (2) diverse views are heard and considered throughout all stages of consultation, planning, and decision-making processes.</p>	<p>To demonstrate compliance with Title VI, the sponsor must specifically be able to show how it affords all members of the community equal opportunity to provide input, regardless of race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed, or age, in accordance with Title VI, 49 U.S.C. § 47123, Executive Orders 12898 and 13166, DOT Order 5610.2C, and the DOT LEP guidance at 70 FR 74087.</p> <p>Please <b>skip</b> this question if the sponsor has an FAA-approved community participation plan.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>3.6</b> Detailed information for all of the sponsor's Title VI lawsuits, investigations, and complaints filed or pending within the last 2 years been uploaded to the FAA Civil Rights Connect System or sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual lawsuits, investigation, and complaints, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the lawsuits, investigation, and complaint, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p> <p>"Title VI lawsuits, investigations, and complaints" include those alleging discrimination based on race, color, national origin (including LEP), sex (including sexual orientation and gender identity), creed or age.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

Criterion	Notes	Response	Comments
<p><b>3.7</b> Detailed information for all Title VI oversight activities (including audits, compliance reviews, and assessments for the sponsor) performed or pending within the last 2 years, has been sent to <a href="mailto:ACR-4-TitleVI@faa.gov">ACR-4-TitleVI@faa.gov</a>, with receipt acknowledged. This requirement does not apply to oversight activities conducted by FAA.</p>	<p>Sponsors must provide the FAA with both the initial notifications for the individual audits, compliance reviews, and assessment, and status updates. The updates are required until at least the time of grant closeout. The updates must include at least the outcome of the audits, compliance reviews, and assessment, and confirmation for resolution of identified deficiencies.</p> <p>See <a href="#">Appendix C to 49 CFR 21, Sub-part (b)(3)</a> [available through <a href="http://www.ecfr.gov">www.ecfr.gov</a>].</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>
<p><b>3.8</b> Detailed information for any pending grant applications with Federal agencies other than FAA identified in the grant application.</p>	<p>The information should be included in narrative fields of the pending application.</p>	<p><input type="checkbox"/> Yes  <input checked="" type="checkbox"/> No</p>	<p>Sponsor's Title VI Plan is in development and will be submitted to the FAA this fiscal year, FY26.</p>

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

**WHEREAS**, the Mayor and City Council desire to establish various fees.

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

**SECTION 1.** That the Fee Schedule, attached hereto as Exhibit "A" and incorporated herein by reference, be and is hereby approved and adopted.

**SECTION 2.** That Resolution 7627 all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

EXHIBIT "A"



FEE SCHEDULE INDEX

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**EXHIBIT "A"**

**AIRPORT**

Space Available Hangar Rent - Nightly

Small Engine (Cessna 172, Cirrus 22)	\$ 25.00
Medium Single/Light Twin (Baron, TBM)	\$ 45.00
Heavy Twin (Cessna 414, Piaggio 180)	\$ 60.00
Large Turbine (PC-12, Cessna 208, King Air)	\$100.00
Jet (Cessna Citation, Embraer Phenom)	\$125.00
Helicopter (if movable)	\$ 50.00

Service

Call out Fee (after hours)	\$100.00
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Jet Fuel A & Low-Lead Fuel Sales

Prices shall be set by the Airport Manager based on the current market prices and the price paid by the City to obtain the fuel.

The Airport Manager, with concurrence with the City Administrator, shall have the authority to negotiate alternative prices for Jet Fuel A and Low-Lead Fuel sales.

Ramp Fees

Nightly (Waived with fuel purchase)	\$10.00
Monthly	\$50.00

## EXHIBIT "A"

### COMMUNITY DEVELOPMENT

Any person who commences any work before obtaining the necessary permits shall be subject to a penalty equal to 100% of the usual permit fee in addition to the required permit fee.

The payment of the fee for the reconstruction, alteration, removal, or demolition for work done in connection to or concurrently with the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

#### Building Permit and Sign Permit Fees

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.

#### Inspections and Plan Reviews

Inspections outside of normal business hours	\$50.00/hr*
Reinspection fees	\$50.00/hr*
Inspections for which no fee is specifically indicated	\$50.00/hr*
Additional plan review required by changes, additions or revisions to approved plans	\$50.00/hr*
*with a minimum charge of half an hour	
Plan Review (Residential)	\$100.00

## EXHIBIT "A"

Plan Review (Non-residential)	\$200.00
<u>Demolition Application Fee</u>	\$ 5.00
<u>Application Fee for Excavation and Pavement Cuts</u>	\$ 5.00
<u>Curb Cut Permit Application</u>	\$ 15.00
<u>Decks</u>	
Residential	\$125.00
Commercial	See Fee Table
<u>Grain Bins</u>	\$125.00
<u>Roofing</u>	
Residential – Replacing Shingles Only	\$ 75.00
Commercial – Replacing Shingles Only	\$150.00
Residential or Commercial involving structural components	See Fee Table
<u>Egress Window</u>	\$ 75.00
<u>Erosion and Sediment Control Plan Review and Inspection Fees</u>	
Less than three (3) acres	\$ 50.00
Per acre for each additional acre above three (3) acres not to exceed two hundred fifty dollars (\$250.00) maximum	\$ 10.00
<u>Permit renewals/extensions</u>	
Per/extension, additional extensions not to exceed a total of one (1) year	\$ 50.00
Sign Permit	\$ 75.00
Fence Permit	\$ 75.00
<u>Moving Buildings or Structures</u>	
For the moving of a small building having a floor space of less than three hundred (300) square feet with a maximum height of sixteen (16) feet	\$ 25.00
For the moving of any building or other structure three hundred (300) square feet or larger	\$100.00
<u>Mechanical Permits</u>	
Issuance Fee (add & remodel)	\$ 10.00
Issuance Fee (new building)	\$ 20.00
Each Additional Fixture/Service Line	\$ 10.00

## EXHIBIT "A"

### Plumbing Permits

Issuance Fee (new structure)	\$ 20.00
Issuance Fee (add & repair)	\$ 10.00
Each Additional Fixture/Service Line	\$ 8.00

### Junk Vehicle Permits, Appeals, and Storage After Removal (per vehicle)

Hobbyist Permit	\$ 50.00
Business Permit	\$ 50.00
Racecar Permit	\$ 50.00
Appeal Filing Fee	\$ 100.00
Administrative Fee for Removal/Storage	\$ 75.00
Daily Storage Fee	\$ 20.00
Towing Fee	Market Price

### Adjoining Buildings Fees

#### *(Chapter 7 Article XII of the Beatrice City Code)*

Annual Registration Fee:	\$ 50.00
Appeal Fee:	\$ 75.00
Rescheduling Fee:	\$ 50.00
Reinspection Fee:	\$ 47.00/hour*
* minimum charge of half an hour	

### Vacant Buildings

#### *(Chapter 7, Article XI of the Beatrice City Code)*

Initial Registration of Vacant Building:	\$ 10.00
First subsequent year of vacancy registration:	\$ 50.00
Second subsequent year of vacancy:	\$ 250.00
Third (or more) subsequent year(s) of vacancy:	\$1,000.00
Late Registration Fee:	\$ 100.00
Appeal Fee:	\$ 75.00
Rescheduling Fee:	\$ 50.00
Reinspection Fee:	\$ 47.00/hour*
* minimum charge of half an hour	

### Water Conditioning Contractor

Water Conditioning Contractor Initial Registration Fee	\$ 100.00
Water Conditioning Contractor Annual Renewal Fee	\$ 25.00
Water Conditioning Installer Annual Renewal Fee	\$ 3.00
Water Well Repair Permit	\$ 25.00

### Master Sewer/Drain Layer/Journeyman licensing

Master sewer and drain layer examination biannual fee	\$ 50.00
Journeyman sewer and drain layer examination biannual fee	\$ 15.00
Master sewer and drain layer's biannual license	\$ 1.00
Journeyman sewer and drain layer's biannual license	\$ 1.00
Renewal of master sewer and drain layer's biannual license	\$ 0.50
Renewal of journeyman sewer and drain layer's biannual license	\$ 0.50
Apprentice sewer and drain layer's biannual license	\$ 0.50

**EXHIBIT "A"**

Plumber Fees

Master Plumber Application Fee	\$ 50.00
Journeyman Plumber Application Fee	\$ 25.00
Master Plumber License Biennial License Fee	\$ 50.00
Journeyman Plumber License Biennial License Fee	\$ 25.00
Apprentice Plumber License Biennial License Fee	\$ 10.00

Planning and Zoning Fees

Special Use Permit	\$100.00
Zoning Change	\$100.00
Administrative Subdivision	\$100.00
Appeal to Board of Adjustments	\$100.00
Appeal to Board of Appeals	\$100.00
Preliminary Plat	\$150.00
Final Plat	\$150.00
Flood Development Permit	\$ 50.00
Right-of-Way Vacation	\$200.00
Encroachment Permit (Residential)	\$ 25.00
Encroachment Permit (Commercial)	\$100.00
Vacation/Replat	\$150.00
Administrative Setback Adjustment	\$ 50.00
Campus Overlay District	\$150.00

*The Planning and Zoning Fees shall also include any filing fees required by the Register of Deeds Office.*

The Community Development Director shall authorize the refunding of fees as follows:

1. The full amount of any fee which was erroneously paid or collected.
2. Not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with the International Codes adopted by the City.
3. Not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.

The Community Development Director shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee, not later than one hundred eighty (180) calendar days after the date of the fee payment.

**EXHIBIT "A"**

**FIRE**

The following terms shall have the meanings respectively ascribed to them:

"ALS" shall mean transportation in an ambulance having the equipment and staff needed for defibrillating the heart, endotracheal intubation, intravenous therapy, drug therapy, and establishing and maintaining a patient's airways.

"BLS" shall mean transportation in an ambulance having the equipment and staff needed for basic services such as control of bleeding, splinting fractures, treatment of shock, delivery of babies, and cardio-pulmonary resuscitation (CPR).

Ambulance Services

The rates for any ambulance call to transport a patient shall be as follows:

- |                                                                 |                  |
|-----------------------------------------------------------------|------------------|
| 1. BLS, non-emergency call to transport a patient               | \$750.00         |
| 2. BLS, emergency call to transport a patient                   | \$1,100.00       |
| 3. ALS-I, non-emergency call to transport a patient             | \$1,200.00       |
| 4. ALS-I, emergency call to transport a patient                 | \$1,450.00       |
| 5. ALS-2, emergency call to transport a patient                 | \$1,900.00       |
| 6. Third attendant                                              | \$405.00         |
| 7. Returning patient to point of origin after initial transport | \$200.00         |
| 8. Standby                                                      | \$75.00 per hour |

If the patient is to be returned to the point of origin, the patient will be charged for waiting time/standby time as provided below. No additional base rate fees will be charged when simultaneously transporting members of the same immediate family.

In addition to the Ambulance Service rates listed above, the following fees shall be charged for any ambulance call to transport a patient:

<u>Waiting time/standby time</u>	\$75.00 per hour
<u>Miles transported in ambulance</u>	\$24.00 per mile

The base rate for an ambulance call, or vehicle accident ambulance call where no transport occurs, or an ambulance call for a lift assist where no transport occurs:

\$150.00 for BLS call
\$300.00 for ALS call

**EXHIBIT "A"**

**RESPONSE TO FIRE-EXTRICATION-HAZMAT-RESCUE INCIDENTS**

Response Vehicles:

Charges will be made to the closest ¼ hour. Charges include personnel costs. Mileage will be charged at \$8.00 per mile per vehicle.

1. Pumper Truck	\$500.00/hour
2. Tanker Truck	\$350.00/hour
3. Grass Rig	\$150.00/hour
4. Aerial Ladder Truck	\$750.00/hour
5. Utility Truck	\$200.00/hour
6. Rescue Unit	\$250.00/hour
7. Command Vehicle	\$100.00/hour

Equipment Charges:

1. Jaws of Life	\$250.00
2. Power Saw	\$ 75.00
3. Hydraulic jack/chisels	\$ 75.00
4. Cribbing Blocks	\$ 10.00
5. Winches	\$ 10.00
6. Air Bags	\$ 50.00
7. High Lift Jack	\$ 20.00

Supplies:

The actual City costs of the supplies plus 25% shall be charged for all supplies including but not limited to chemical protective suits, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, floor dry, and life safety rope.

The charges listed in this section shall apply to any location within the zoning jurisdiction of the City, where Beatrice Fire Department is the first responder, or within Beatrice Fire Department's Extrication District.

The charges for mileage described above begin when the patient is loaded to proceed to the point of destination.

Permit Fee for Sale of Fireworks

**Prior to June 1**  
\$200.00

**After June 1**  
\$400.00

EXHIBIT "A"

GENERAL ADMINISTRATION

Administrative Fees (including but not limited to:) \$ 75.00

- Mowing upon failure to abate, Sec. 17-187
- Snow removal upon failure to clear, Sec. 23-48
- Removal of diseased or dying trees upon failure to abate, Sec. 25-36

Appeal Filing Fee (including but not limited to:) \$100.00

- Removal and/or abatement notices under Sec. 17-187
- Removal and/or abatement notices under Sec. 25-36

Administration of TIF Applications (one-time fee)

Application Fee: \$250.00  
Micro TIF Application Fee: \$ 50.00

Animals and Animal Ownership

Dog or cat licenses are as follows:

Each spayed female or neutered male dog \$ 6.25  
All other dogs over the age of six (6) months \$ 21.25  
Each spayed female or neutered male cat \$ 4.25  
All other cats over the age of six (6) months \$ 11.25

\*The fees for a dog or cat license include the State license fee established in Neb.Rev.Stat §54-603.

Additional fee veterinarians may charge when issuing licenses on behalf of the City \$ 1.00 per license

Daily boarding fee \$ 7.00

Impoundment fees are as follows:

First violation per animal \$ 20.00  
Second violation per animal \$ 30.00  
Third violation per animal \$ 35.00  
Fourth and all ensuing violations per animal \$ 45.00

Voluntary impoundment of dog or cat \$ 35.00  
Destruction of a dog or cat \$ 20.00

Appeal the determination of animal to be a dangerous animal or a potentially dangerous animal \$100.00

Request for termination of a determination order declaring an animal to be a potentially dangerous animal or dangerous animal \$100.00

Annual registration fee - dangerous animal \$ 35.00

## EXHIBIT "A"

Annual registration fee - potentially dangerous animal	\$ 25.00
Annual permit fee for an unusual animal	\$ 25.00
Annual permit fee for over the animal limit	\$ 20.00

Appeal a declaration order declaring an individual to be a reckless owner	\$100.00
---------------------------------------------------------------------------	----------

### Beatrice Clean Energy Assessment District (BCEAD)

Application Fee	\$500.00
Administrative Fee	1% of loan not to exceed \$40,000.00
Annual Fee	\$ 0.00

\*BCEAD Annual Administrative Fee will be collected throughout the life of the loan

### Bicycle Registration

Registration Fee	\$ 5.00
Replacement of Lost Registration Number Sticker	\$ 3.00

### Copies

Standard Size - Black and White	\$ 0.25
Standard Size - Color	\$ 0.25
18x 24 - Black and White	\$ 5.00
24x36 - Black and White	\$ 6.00
36x48 - Black and White	\$ 9.00
18x 24 - Color	\$ 6.00
24x36 - Color	\$ 8.00
36x48 - Color	\$ 12.00
Zoning Map - Color	\$ 25.00

### Entertainment District Fees

Entertainment District Permit Application	\$100.00
Entertainment District Permit Renewal	\$ 50.00

### False and Nuisance Alarms

Registration Fee for Alarm System (not to include single family or duplexes)	\$ 25.00
Renewal Fee for Alarm System (not to include single family or duplexes)	\$ 25.00
Late Registration Charge	\$ 35.00

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from August 1<sup>st</sup> through July 31<sup>st</sup> of each year) shall be charged:

**EXHIBIT "A"**

<u>Number of False/Nuisance Alarms</u>	<u>False/Nuisance Alarm Charge</u>
1 - 4	No Charge
5	\$ 50.00
6	\$100.00
7 or more	\$250.00 each

False Alarm Fee for Alarm Systems without Registration shall be \$250.00 per false/nuisance alarm after the first false/nuisance alarm (not to include single family or duplexes)

<u>Fascimile</u>	\$ 1.00 per page
<u>Insufficient Funds</u>	\$ 25.00
<u>Miscellaneous Permit Fees</u>	
Connect private sewage disposal system to City's sanitary sewer system	\$ 12.00
Construction of a private sewage disposal system	\$ 42.00
Parking a mobile home	\$ 10.00
<u>Mobile Food Vending Permit Application Fees</u>	
Weekly Permit	\$ 10.00
Annual Permit	\$ 25.00
Mobile Food Establishment Permit	\$ 25.00
<u>Mobile Food Vending Appeal Fee</u>	\$ 50.00
<u>Mow-to-Own Application Fee</u>	\$ 50.00
Mow-to-Own Administrative Fee	\$200.00
<u>Peddler Permit Fee</u>	\$100.00 per calendar year
<u>Scanning Fee</u>	\$ 5.00
<u>Small Wireless Facility (annual fee)</u>	
Application Fee:	\$250.00
Attached to a utility pole in City right of way:	\$ 20.00
Located anywhere else in City right of way or City property:	\$250.00
<u>Special Designated Liquor License</u>	\$ 10.00 per day
<u>Tobacco License (annual fee)</u>	\$ 15.00 plus \$15.00 Occ. Tax
<u>UTV Registration &amp; Renewal (annual fee)</u>	
New Registration	\$ 25.00 for individuals \$ 50.00 for dealerships
Renewal	\$ 25.00 for individuals

**EXHIBIT "A"**

UTV Registration Appeal Fee	\$ 50.00 for dealerships
UTV Registration Replacement fee	\$ 50.00
	\$ 10.00

## EXHIBIT "A"

### LIBRARY

#### Fines and Replacement Costs

Fine for each overdue book, audiobook,

periodical, CD, DVD, or any other items

\$0.25 per day each (max charge is \$10.00)

Damaged/Lost/Unreturned Materials

Varies; up to retail replacement cost of items. The Library will not accept replacement items from patrons in lieu of payment for damage, lost, or unreturned materials.

Replacement of previously issued library, bookmobile, institutional, or digital library card

\$ 5.00

Non-resident User Fee

\$40.00 annually per household

Non-resident students enrolled at the Beatrice Campus of Southeast Community College will be exempt from the non-resident user fee during the time they are enrolled as students

Microfilm Reader/Printer

\$ 0.25 per print for black/white  
\$1.00 per print for color

Faxing/Scanning

\$1.00 per page

Lamination/Spiraling

\$1.00 per unit

Fee for Institutional Card Holders after three (3) overdue notices

\$10.00

#### Interlibrary Loan (ILL)

\$ 1.00 fee (plus postage)

Unusual or international postage fees charged by the lending library will be passed along after consultation with patron.

A Postage Recovery Fee (of total postage costs) will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

#### Meeting Room Rentals

Rental Fee

\$100.00 (For Private or For-Profit Groups)

Deposit

\$ 60.00 (For All Meeting Room Rentals)

## EXHIBIT "A"

### Exemptions from Deposits and Rental Fees

Any City-sponsored event

Deposits are only refundable if the room is returned to its posted arrangement on the chart in each meeting room.

### Makerspace Fees

Daily Fee	\$7.00 per day
Monthly Fee	\$15.00 per month

Material Fees for the Makerspace shall be the City's cost to acquire the material. This includes but is not limited to 3D Printer Filament, Wood, Ceramic Tile, Vinyl, Mugs, Mousepads, Buttons, Laminate Pouches, and Adhesive.

EXHIBIT "A"

POLICE

<u>Accident Report</u>	\$ 3.00
<u>Copies of photos, etc. to a CD</u>	\$ 5.00
<u>Criminal History Report</u>	\$ 5.00
<u>Gun Permit</u>	\$ 5.00

**EXHIBIT "A"**

**PUBLIC PROPERTIES**

**BEATRICE BIG BLUE WATER PARK**

Daily Rates

Patrons less than 4 years old	No Charge
Patrons 4 years old to 17 years old	\$ 6.00/person
Patrons more than 17 years old	\$ 7.00/person
Patrons 60+ years old	\$ 4.00/person
Twilight swim 5:00 to 7:00 pm	\$ 2.50/person

Seasonal Rates

Patrons less than 4 years old	No Charge
Patrons 4 years old to 17 years old	\$ 80.00/season
Patrons more than 17 years old	\$ 90.00/season
Patrons 60+ years old	\$ 65.00/season
Family Rate (limited to 4 household members)	\$180.00/season
Additional charge for each additional family household member if a Family Season Pass is purchased	\$ 35.00/season

Note: A family is defined as parent(s) and all of their dependents, which are further defined as children, step-children, foster children or a child for which you have been appointed a legal guardian, that are 18 years of age and under and live in this household, or if a full-time college student and 23 years of age and under and living in this household, or if not living in this household at least one (1) parent that is financially responsible for the child must live in this household.

You will be allowed to pay \$35.00 for one (1) non-family member to be added to your family pass, such as a grandparent or baby-sitter.

Swimming Lessons \$50.00/child

Party Rentals

*Twilight Hours (5:00 p.m. - 7:00 p.m.) Monday - Thursday* \$2.50/person (24 hr notice required)  
*(4:00 p.m. - 6:00 p.m.) Friday - Sunday*

*Before Regular Hours (10:00 a.m. - 11:50 a.m.)*

1-15 guests	\$125.00
16-40 guests	\$175.00
41-60 guests	\$200.00
61-79 guests	\$300.00
80+ guests	\$400.00

*After Regular Hours (6:30 p.m. - 8:30 p.m.)*

1-15 guests	\$125.00
16-40 guests	\$175.00
41-60 guests	\$200.00
61-79 guests	\$300.00
80+ guests	\$400.00

**EXHIBIT "A"**

A \$75.00 deposit is required for all parties held before or after regular hours. Twenty-four (24) hour notice of cancellation is required for a deposit refund. Concessions available upon request.

**CAMPING**

Chautauqua Park (full service)	\$ 20.00/night
Riverside Park (full service)	\$ 20.00/night
Monthly Camping Rate	\$500.00/month

Effective January 1, 2026

Chautauqua Park (full service)	\$ 25.00/night
Riverside Park (full service)	\$ 25.00/night
Monthly Camping Rate	\$700.00/month

**CITY AUDITORIUM**

COMMERCIAL ENTERTAINMENT & ACTIVITIES (admissions charged)

(Dances, volleyball & basketball tournaments, etc.)

Daily Rate: \$200.00 / per day

ENTERTAINMENT AND ACTIVITIES (no admissions charged)

(Exhibits, home shows, political, religious and public)

Daily Rate: \$125.00 / per day

RECREATIONAL USAGE

(Youth recreation, ball practices, rehearsals and recitals)

Daily Hourly Rate: \$10.00 / per hour

CONCESSION ROOM \$45.00 / per day

A \$75.00 chair set-up and tear down fee may be charged if City staff performs this service for an event.

A custodial service fee of \$30.00 per hour may be charged for certain activities. Amount of charge will be based on the type and size of activity and will be in addition to the above rent schedule.

An additional charge will result if the LESSEE fails to turn off all lights or fails to secure the auditorium in accordance with the instructions of the City. Such charge shall be based on the kilowatt hours used as a result of the lights not being turned off by the LESSEE and the cost to the City to have City employees turn off the lights or secure the building.

Charges for damages incurred are not included in this schedule and are determined after usage.

## EXHIBIT "A"

### PUBLIC WORKS

### ELECTRIC, STREET, WATER, AND WATER POLLUTION CONTROL (WPC) DEPARTMENTS

Outside City Limits Water Service Application Fee

\$100.00

### EQUIPMENT

(Equipment fee only. Charges will be made to the closest ½ hour. Labor is an additional charge.)

3" Grundo Mole	\$ 35.00/bore
Air Blower	\$ 4.00/hour
Air Compressor	\$ 75.00/hour
Airless Paint Sprayer	\$ 3.75/hour or \$30.00/day
Backhoe/Loader	\$ 125.00/hour
Backyard Aerial Lift	\$ 75.00/hour
Backyard Derrick	\$ 90.00/hour
Barricade Trailer	\$ 5.00/hour
Baur Cable Fault Location System	\$ 30.00/hour
Bobcat 84" Angle Broom w/Attachment Control	\$ 23.00/hour
Bobcat Pavement Breaker	\$ 23.00/hour or \$175.00/day
Bobcat UTV	\$ 8.00/hour
Bush Hog Mower	\$ 10.00/hour
Case Plow for Trencher	\$ 0.50/foot
Chain Saw	\$ 8.00/hour
Chipper	\$ 150.00/hour
Concrete Ring Saw	\$ 40.00/hour
Concrete Saw	\$ 1.50/foot + \$0.50/" depth or \$75.00/hour
Cut Off Saw	\$ 1.50/foot + \$0.50/" depth
Cutquik Saw (concrete)	\$ 1.50/foot + \$0.50/" depth
Diamond Wire Gullotine Saw	\$ 75.00/cut
Drilling Machine	\$ 75.00/inch
Drum Roller	\$ 75.00/hour
Ductile Chain Saw	\$ 40.00/hour
Easement Machine	\$ 50.00/hour
Electric Pump w/cart	\$ 15.00/hour
Excavator	\$ 45.00/hour
Felling 16' Trailer	\$ 50.00/hour
Forklift	\$ 23.00/hour
Gas Monitor	\$ 20.00/hour
Generator (Thawing)	\$ 8.25/hour
Grapple Attachment	\$ 50.00/hour
Hydraulic Breaker	\$ 65.00/hour
Hydraulic Chain Saw	\$ 75.00/cut
Jack Hammer	\$ 15.00/hour
Leaf Blower	\$ 8.00/hour
Leak Locator	\$ 50.00/hour
Line Lazer & Linedriver Rider Unit	\$ 75.00/hour
Loader	\$100.00/hour
Locator	\$ 8.00/hour

**EXHIBIT "A"**

Manual Slope Red Rotary Laser	\$ 8.00/hour
Mosquito Sprayer	\$ 75.00/hour
Motor Grader	\$200.00/hour
Mower – Laser Z - 72" cut	\$ 15.00/hour
Mueller 101 Machine	\$ 75.00/inch
Onan Trailer Mounted Generator Set	\$ 50.00/hour
Overhead Wire Puller	\$ 17.00/hour
Partner Saw	\$ 1.50/foot + \$0.50/" depth or \$23.00/hour
Pavement Breaker	\$ 23.00/hour
Piercing Tool	\$ 35.00/bore
Pipe Cutter	\$ 5.00/hour
Pipe Thawer	\$ 5.00/hour
Pipe Trailer	\$ 4.00/hour or \$30.00/day
Pole Saw	\$ 8.00/hour
Portable Generator	\$ 20.00 hour
Portable Welder	\$ 10.00/hour
Power Pruner	\$ 8.00/hour
Puller/Tensioner	\$ 17.00/hour
Ring Saw	\$ 55.00/hour
Rover Camera w/trailer	\$ 75.00/hour
RPM Disturbance Analyzer Model 1650	\$ 10.00/hour
Screed	\$ 70.00/hour
Sealant Melter	\$100.00/hour
Self-Propelled Concrete Saw	\$ 1.50/foot + \$0.50/" depth or \$23.00/hour
Shop Welder	\$ 10.00/hour
Skid Steer	\$100.00/hour
Snow Blower - Snogo/Fair Snocrete	\$100.00/hour
Sweeper	\$100.00/hour
Tapping Machine	\$ 75.00/inch
Track Loader	\$193.00/hour
Tractor/Loader	\$125.00/hour
Tractor/Mower	\$125.00/hour
Trailer Mounted Message Board	\$ 50.00/hour
Trash Pump	\$ 20.00/hour
Trencher	\$ 40.00/hour or \$1.00/foot
Trencher Trailer	\$ 1.00/mile
Trimmer	\$ 8.00/hour
Vacuum Trailer	\$125.00/hour
Vibratory Plate	\$ 15.00/hour
Walk Behind Saw	\$ 40.00/hour
Weedeater	\$ 8.00/hour
Welder	\$ 20.00/hour
Wheel Loader	\$100.00/hour
Wheel Pack Loader	\$ 5.00/hour or \$40.00/day

## EXHIBIT "A"

### LABOR

(Hourly rate listed is during normal operating hours. Overtime rate is one and one-half (1½) times the standard rate. Minimum labor charge is one (1) hour.)

Electric Department Crewman	\$ 70.00/hour
Street, Water, & WPC Department Crewman	\$ 60.00/hour
Electric Department Supervisor	\$ 80.00/hour
Street & Water Department Supervisor	\$ 70.00/hour

### VEHICLES

(Vehicle fee only. Charges will be made to the closest ½ hour. Labor is an additional charge. Mileage is an additional charge of \$1.00 per mile.)

½ Ton Pickup w/crane	\$ 38.00/hour
Altec Crane/Boom Truck	\$125.00/hour
Altec Service Truck	\$ 100.00/hour
Bucket Truck	\$100.00/hour
Dump Truck – 5-7.5 yard	\$100.00/hour
Dump Truck – 14 yard	\$125.00/hour
Freightliner/Altec Aerial Truck	\$100.00/hour
Freightliner/Altec Digger Derrick	\$125.00/hour
Pickup	\$ 75.00/hour
Vac-Truck	\$125.00/hour

### HYDRANT METER/BACKFLOW DEVICE

¾" Leasing Fee	\$25.00/month
2" or larger Leasing Fee	\$50.00/month
Cost per 1000 gallons drawn	\$ 2.25
Installation/Removal Fee	\$70.00
Mileage	\$ 1.00/mile

### WATER SOLD AT SERVICE CENTER

Service Fee	\$30.00/fill-up fee for the first 500 gallons plus \$2.00/100 gallons in excess of 500 gallons NOT PRORATED.
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## EXHIBIT "A"

### SANITATION

#### Commercial Dumpsters

- Container Fee - Monthly
  - 2 yd. Dumpster: \$ 18.00
  - 4 yd. Dumpster: \$ 28.00
  - 6 yd. Dumpster: \$ 56.00
  - 8 yd. Dumpster: \$ 68.00
  - 6 yd. Compacted Dumpster: \$220.00
  - 8 yd. Compacted Dumpster: \$220.00
  
- Non-Compacted Trash Removal Fee - Monthly
  - Per yd. Fee, 1 /week: \$ 30.00
  - Per yd. Fee, 2/week: \$ 60.00
  - Per yd. Fee, 3/week: \$ 90.00
  - Per yd. Fee, 4/week: \$120.00
  - Per yd. Fee, 5/week: \$150.00
  
- Compacted Trash Removal Fee - Monthly
  - Per yd. Fee, 1 /week: \$ 60.00
  - Per yd. Fee, 2/week: \$120.00
  - Per yd. Fee, 3/week: \$180.00
  - Per yd. Fee, 4/week: \$240.00
  - Per yd. Fee, 5/week: \$300.00
  
- Special Pick-up
  - Non-Compacted Trash Removal: \$ 75.00
  - Compacted Trash Removal: \$100.00
  - Compacted Trash Removal – Roll-offs: \$ 32.00/yard

#### Commercial 96 Gallon Cart Fees - Monthly

- 1 can or cart, 1/week Removal Fee: \$ 24.00
- 1 can or cart, 2/week Removal Fee: \$ 36.00
- Additional can or cart: \$ 10.00
- Carry-out Fee: \$ 10.00

#### Residential - Monthly

- 1/week Removal Fee – BPW Customer: \$ 21.00
- Senior/Disabled\* Removal Fee – BPW Customer: \$ 15.00
- 1/week Removal Fee – Non-BPW Customer: \$ 24.00
- Carry-out Fee: \$ 10.00
- Senior/Disabled\* Carry-out Fee: \$ 4.00
- Yard Waste Removal: \$ 12.00

\*For this section, "Senior/Disabled" fee shall be available to persons who are considered "Seniors" or "Disabled". Seniors, for purposes of this section, means persons who are: (1) are 62 years of age or older; (2) receive social security benefits; (3) qualify under income guidelines established by resolution adopted by the City Council; and (4) elect to receive garbage services at the reduced rate by applying to the City for the same. Disabled, for

## EXHIBIT "A"

purposes of this section, means persons who: (1) are determined to be disabled under Title II or Title XVI of the Social Security Act, 42 U.S.C. § 401 et. seq., 42 U.S.C. § 381 et. seq.; (2) receiving disability benefits pursuant thereto; and (3) elect to received such services at the reduced rate by applying to the City for the same.

### Residential – Special Fees

- Special Pickup – Per Request:
  - 96 gallon cart: \$ 22.00
    - Each additional cart: \$ 5.00
  - Furniture: \$ 22.00
  - Appliance: \$ 22.00
- Additional 96 gallon cart – Annually \$120.00
- Retrieval of Cart \$ 50.00

### Recycling - Monthly

- Commercial: \$ 15.00
- Commercial - Cardboard
  - 2 yd. 1/week: \$ 35.00
  - 2 yd. 2/week: \$ 50.00
  - 4 yd. 1/week: \$ 75.00
  - 4 yd. 2/week: \$100.00
- Residential: \$ 8.50

### Roll-offs

- 10 yd. box (plus landfill fees): \$125.00
- 15 yd. box (plus landfill fees): \$135.00
- 20 yd. box (plus landfill fees): \$140.00
- 30 yd. box (plus landfill fees): \$155.00
- 40 yd. box (plus landfill fees): \$170.00
- Container rental starts after 14 days: \$ 12.00/day
- Delivery/pick up fees for roll off services provided over thirty (30) miles from Beatrice unless delivery is to an existing Village customer of Mars: \$ 50.00 per roll off

There shall be no refunds for roll-off rental fees or roll off services.

A 5% fee shall be applied on all delinquent Sanitation balances for each month a customer's Sanitation balance is delinquent.

The Sanitation Superintendent shall have the authority to set the fee for any waste collection scenarios not set forth above in the sanitation portion of this resolution.

*\*Redline\**

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

**WHEREAS**, the Mayor and City Council desire to establish various fees.

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

**SECTION 1.** That the Fee Schedule, attached hereto as Exhibit "A" and incorporated  
herein by reference, be and is hereby approved and adopted.

**SECTION 2.** That Resolution 7627 all resolutions or parts of resolutions in conflict  
herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

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

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

EXHIBIT "A"



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EXHIBIT "A"

AIRPORT

Aircraft Hanger (Door Dimensions)Space Available Hangar Rent - Nightly

Space Available Hangar Rent – Nightly

Small Engine (Cessna 172, Cirrus 22)	\$ 25.00
Medium Single/Light Twin (Baron, TBM)	\$ 45.00
Heavy Twin (Cessna 414, Piaggio 180)	\$ 60.00
Large Turbine (PC-12, Cessna 208, King Air)	\$100.00
Jet (Cessna Citation, Embraer Phenom)	\$125.00
Helicopter (if movable)	\$ 50.00

Service

Call out Fee (after hours)	\$100.00
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Jet Fuel A & Low-Lead Fuel Sales

Prices shall be set by the Airport Manager based on the current market prices and the price paid by the City to obtain the fuel.

The Airport Manager, with concurrence with the City Administrator, shall have the authority to negotiate alternative prices for Jet Fuel A and Low-Lead Fuel sales.

Ramp Fees

<u>Nightly (Waived with fuel purchase)</u>	<u>\$10.00</u>
<u>Monthly</u>	<u>\$50.00</u>

## EXHIBIT "A"

### COMMUNITY DEVELOPMENT

Any person who commences any work before obtaining the necessary permits shall be subject to a penalty equal to 100% of the usual permit fee in addition to the required permit fee.

The payment of the fee for the reconstruction, alteration, removal, or demolition for work done in connection to or concurrently with the work authorized by a permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

#### Building Permit and Sign Permit Fees

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00 or fraction thereof.

#### Inspections and Plan Reviews

Inspections outside of normal business hours	\$50.00/hr*
Reinspection fees	\$50.00/hr*
Inspections for which no fee is specifically indicated	\$50.00/hr*
Additional plan review required by changes, additions or revisions to approved plans	\$50.00/hr*
*with a minimum charge of half an hour	
Plan Review (Residential)	\$100.00

## EXHIBIT "A"

Plan Review (Non-residential)	\$200.00
<u>Demolition Application Fee</u>	\$ 5.00
<u>Application Fee for Excavation and Pavement Cuts</u>	\$ 5.00
<u>Curb Cut Permit Application</u>	\$ 15.00
<u>Decks</u>	
Residential	\$125.00
Commercial	See Fee Table
<u>Grain Bins</u>	\$125.00
<u>Roofing</u>	
Residential – Replacing Shingles Only	\$ 75.00
Commercial – Replacing Shingles Only	\$150.00
Residential or Commercial involving structural components	See Fee Table
<u>Egress Window</u>	\$ 75.00
<u>Erosion and Sediment Control Plan Review and Inspection Fees</u>	
Less than three (3) acres	\$ 50.00
Per acre for each additional acre above three (3) acres not to exceed two hundred fifty dollars (\$250.00) maximum	\$ 10.00
<u>Permit renewals/extensions</u>	
Per/extension, additional extensions not to exceed a total of one (1) year	\$ 50.00
Sign Permit	\$ 75.00
Fence Permit	\$ 75.00
<u>Moving Buildings or Structures</u>	
For the moving of a small building having a floor space of less than three hundred (300) square feet with a maximum height of sixteen (16) feet	\$ 25.00
For the moving of any building or other structure three hundred (300) square feet or larger	\$100.00
<u>Mechanical Permits</u>	
Issuance Fee (add & remodel)	\$ 10.00
Issuance Fee (new building)	\$ 20.00
Each Additional Fixture/Service Line	\$ 10.00

EXHIBIT "A"

Plumbing Permits

Issuance Fee (new structure)	\$ 20.00
Issuance Fee (add & repair)	\$ 10.00
Each Additional Fixture/Service Line	\$ 8.00

Junk Vehicle Permits, Appeals, and Storage After Removal (per vehicle)

Hobbyist Permit	\$ 50.00
Business Permit	\$ 50.00
Racecar Permit	\$ 50.00
Appeal Filing Fee	\$ 100.00
Administrative Fee for Removal/Storage	\$ 75.00
Daily Storage Fee	\$ 20.00
Towing Fee	Market Price

Adjoining Buildings Fees

*(Chapter 7 Article XII of the Beatrice City Code)*

Annual Registration Fee:	\$ 50.00
Appeal Fee:	\$ 75.00
Rescheduling Fee:	\$ 50.00
Reinspection Fee:	\$ 47.00/hour*

\* minimum charge of half an hour

Vacant Buildings

*(Chapter 7, Article XI of the Beatrice City Code)*

Initial Registration of Vacant Building:	\$ 10.00
First subsequent year of vacancy registration:	\$ 50.00
Second subsequent year of vacancy:	\$ 250.00
Third (or more) subsequent year(s) of vacancy:	\$1,000.00
Late Registration Fee:	\$ 100.00
Appeal Fee:	\$ 75.00
Rescheduling Fee:	\$ 50.00
Reinspection Fee:	\$ 47.00/hour*

\* minimum charge of half an hour

Water Conditioning Contractor

Water Conditioning Contractor Initial Registration Fee	\$ 100.00
Water Conditioning Contractor Annual Renewal Fee	\$ 25.00
Water Conditioning Installer Annual Renewal Fee	\$ 3.00
Water Well Repair Permit	\$ 25.00

Master Sewer/Drain Layer/Journeyman licensing

Master sewer and drain layer examination biannual fee	\$ 50.00
Journeyman sewer and drain layer examination biannual fee	\$ 15.00
Master sewer and drain layer's biannual license	\$ 1.00
Journeyman sewer and drain layer's biannual license	\$ 1.00
Renewal of master sewer and drain layer's biannual license	\$ 0.50
Renewal of journeyman sewer and drain layer's biannual license	\$ 0.50
Apprentice sewer and drain layer's biannual license	\$ 0.50

**EXHIBIT "A"**

Plumber Fees

Master Plumber Application Fee	\$ 50.00
Journeyman Plumber Application Fee	\$ 25.00
Master Plumber License Biennial License Fee	\$ 50.00
Journeyman Plumber License Biennial License Fee	\$ 25.00
Apprentice Plumber License Biennial License Fee	\$ 10.00

Planning and Zoning Fees

Special Use Permit	\$100.00
Zoning Change	\$100.00
Administrative Subdivision	\$100.00
Appeal to Board of Adjustments	\$100.00
Appeal to Board of Appeals	\$100.00
Preliminary Plat	\$150.00
Final Plat	\$150.00
Flood Development Permit	\$ 50.00
Right-of-Way Vacation	\$200.00
Encroachment Permit (Residential)	\$ 25.00
Encroachment Permit (Commercial)	\$100.00
Vacation/Replat	\$150.00
Administrative Setback Adjustment	\$ 50.00
<u>Campus Overlay District</u>	<u>\$150.00</u>

*The Planning and Zoning Fees shall also include any filing fees required by the Register of Deeds Office.*

The Community Development Director shall authorize the refunding of fees as follows:

1. The full amount of any fee which was erroneously paid or collected.
2. Not more than eighty (80) percent of the permit fee paid when no work has been done under a permit issued in accordance with the International Codes adopted by the City.
3. Not more than eighty (80) percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or cancelled before any plan review effort has been expended.

The Community Development Director shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee, not later than one hundred eighty (180) calendar days after the date of the fee payment.

**EXHIBIT "A"**

**FIRE**

The following terms shall have the meanings respectively ascribed to them:

"ALS" shall mean transportation in an ambulance having the equipment and staff needed for defibrillating the heart, endotracheal intubation, intravenous therapy, drug therapy, and establishing and maintaining a patient's airways.

"BLS" shall mean transportation in an ambulance having the equipment and staff needed for basic services such as control of bleeding, splinting fractures, treatment of shock, delivery of babies, and cardio-pulmonary resuscitation (CPR).

Ambulance Services

The rates for any ambulance call to transport a patient shall be as follows:

- |                                                                 |                   |
|-----------------------------------------------------------------|-------------------|
| 1. BLS, non-emergency call to transport a patient               | \$ 750.00         |
| 2. BLS, emergency call to transport a patient                   | \$ 1,100.00       |
| 3. ALS-I, non-emergency call to transport a patient             | \$ 1,200.00       |
| 4. ALS-I, emergency call to transport a patient                 | \$ 1,450.00       |
| 5. ALS-2, emergency call to transport a patient                 | \$ 1,900.00       |
| 6. Third attendant                                              | \$ 405.00         |
| 7. Returning patient to point of origin after initial transport | \$ 200.00         |
| 8. Standby                                                      | \$ 75.00 per hour |

If the patient is to be returned to the point of origin, the patient will be charged for waiting time/standby time as provided below. No additional base rate fees will be charged when simultaneously transporting members of the same immediate family.

In addition to the Ambulance Service rates listed above, the following fees shall be charged for any ambulance call to transport a patient:

Waiting time/standby time \$75.00 per hour

Miles transported in ambulance \$24.00 per mile

The base rate for an ambulance call, or vehicle accident ambulance call where no transport occurs, or an ambulance call for a lift assist where no transport occurs:

\$150.00 for BLS call  
\$300.00 for ALS call

## EXHIBIT "A"

### RESPONSE TO FIRE-EXTRICATION-HAZMAT-RESCUE INCIDENTS

#### Response Vehicles:

Charges will be made to the closest ¼ hour. Charges include personnel costs. Mileage will be charged at \$8.00 per mile per vehicle.

1. Pumper Truck	\$500.00/hour
2. Tanker Truck	\$350.00/hour
3. Grass Rig	\$150.00/hour
4. Aerial Ladder Truck	\$750.00/hour
5. Utility Truck	\$200.00/hour
6. Rescue Unit	\$250.00/hour
7. Command Vehicle	\$100.00/hour

#### Equipment Charges:

1. Jaws of Life	\$250.00
2. Power Saw	\$ 75.00
3. Hydraulic jack/chisels	\$ 75.00
4. Cribbing Blocks	\$ 10.00
5. Winches	\$ 10.00
6. Air Bags	\$ 50.00
7. High Lift Jack	\$ 20.00

#### Supplies:

The actual City costs of the supplies plus 25% shall be charged for all supplies including but not limited to chemical protective suits, Class A foam, Class B foam, absorbent pads, absorbent material, salvage covers, floor dry, and life safety rope.

The charges listed in this section shall apply to any location within the zoning jurisdiction of the City, where Beatrice Fire Department is the first responder, or within Beatrice Fire Department's Extrication District.

The charges for mileage described above begin when the patient is loaded to proceed to the point of destination.

#### Permit Fee for Sale of Fireworks

**Prior to June 1**

\$200.00

**After June 1**

\$400.00

EXHIBIT "A"

GENERAL ADMINISTRATION

Administrative Fees (including but not limited to:) \$ 75.00

- Mowing upon failure to abate, Sec. 17-187
- Snow removal upon failure to clear, Sec. 23-48
- Removal of diseased or dying trees upon failure to abate, Sec. 25-36

Appeal Filing Fee (including but not limited to:) \$100.00

- Removal and/or abatement notices under Sec. 17-187
- Removal and/or abatement notices under Sec. 25-36

Administration of TIF Applications (one-time fee)

Application Fee: \$250.00

Micro TIF Application Fee: \$ 50.00

Animals and Animal Ownership

Dog or cat licenses are as follows:

Each spayed female or neutered male dog \$ 6.25

All other dogs over the age of six (6) months \$ 21.25

Each spayed female or neutered male cat \$ 4.25

All other cats over the age of six (6) months \$ 11.25

\*The fees for a dog or cat license include the State license fee established in Neb.Rev.Stat §54-603.

Additional fee veterinarians may charge when issuing licenses on behalf of the City \$ 1.00 per license

Daily boarding fee \$ 7.00

Impoundment fees are as follows:

First violation per animal \$ 20.00

Second violation per animal \$ 30.00

Third violation per animal \$ 35.00

Fourth and all ensuing violations per animal \$ 45.00

Voluntary impoundment of dog or cat \$ 35.00

Destruction of a dog or cat \$ 20.00

Appeal the determination of animal to be a dangerous animal or a potentially dangerous animal \$100.00

Request for termination of a determination order declaring an animal to be a potentially dangerous animal or dangerous animal \$100.00

Annual registration fee - dangerous animal \$ 35.00

## EXHIBIT "A"

Annual registration fee - potentially dangerous animal	\$ 25.00
Annual permit fee for an unusual animal	\$ 25.00
Annual permit fee for over the animal limit	\$ 20.00
Appeal a declaration order declaring an individual to be a reckless owner	\$100.00

### Beatrice Clean Energy Assessment District (BCEAD)

Application Fee	\$500.00
Administrative Fee	1% of loan not to exceed \$40,000.00
Annual Fee	\$ 0.00

\*BCEAD Annual Administrative Fee will be collected throughout the life of the loan

### Bicycle Registration

Registration Fee	\$ 5.00
Replacement of Lost Registration Number Sticker	\$ 3.00

### Copies

Standard Size - Black and White	\$ 0.25
Standard Size - Color	\$ 0.25
18x 24 - Black and White	\$ 5.00
24x36 - Black and White	\$ 6.00
36x48 - Black and White	\$ 9.00
18x 24 - Color	\$ 6.00
24x36 - Color	\$ 8.00
36x48 - Color	\$ 12.00
Zoning Map - Color	\$ 25.00

### Entertainment District Fees

Entertainment District Permit Application	\$100.00
Entertainment District Permit Renewal	\$ 50.00

### False and Nuisance Alarms

Registration Fee for Alarm System (not to include single family or duplexes)	\$ 25.00
Renewal Fee for Alarm System (not to include single family or duplexes)	\$ 25.00
Late Registration Charge	\$ 35.00

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule (from August 1<sup>st</sup> through July 31<sup>st</sup> of each year) shall be charged:

**EXHIBIT "A"**

<u>Number of False/Nuisance Alarms</u>	<u>False/Nuisance Alarm Charge</u>
1 - 4	No Charge
5	\$ 50.00
6	\$100.00
7 or more	\$250.00 each

False Alarm Fee for Alarm Systems without Registration shall be \$250.00 per false/nuisance alarm after the first false/nuisance alarm (not to include single family or duplexes)

<u>Fascimile</u>	\$ 1.00 per page
<u>Insufficient Funds</u>	\$ 25.00
<u>Miscellaneous Permit Fees</u>	
Connect private sewage disposal system to City's sanitary sewer system	\$ 12.00
Construction of a private sewage disposal system	\$ 42.00
Parking a mobile home	\$ 10.00
<u>Mobile Food Vending Permit Application Fees</u>	
Weekly Permit	\$ 10.00
Annual Permit	\$ 25.00
Mobile Food Establishment Permit	\$ 25.00
<u>Mobile Food Vending Appeal Fee</u>	\$ 50.00
<u>Mow-to-Own Application Fee</u>	\$ 50.00
Mow-to-Own Administrative Fee	\$200.00
<u>Peddler Permit Fee</u>	\$100.00 per calendar year
<u>Scanning Fee</u>	\$ 5.00
<u>Small Wireless Facility (annual fee)</u>	
Application Fee:	\$250.00
Attached to a utility pole in City right of way:	\$ 20.00
Located anywhere else in City right of way or City property:	\$250.00
<u>Special Designated Liquor License</u>	\$ 10.00 per day
<u>Tobacco License (annual fee)</u>	\$ 15.00 plus \$15.00 Occ. Tax
<u>UTV Registration &amp; Renewal (annual fee)</u>	
New Registration	\$ 25.00 for individuals \$ 50.00 for dealerships

**EXHIBIT "A"**

Renewal	\$ 25.00 for individuals
	\$ 50.00 for dealerships
UTV Registration Appeal Fee	\$ 50.00
UTV Registration Replacement fee	\$ 10.00

EXHIBIT "A"

LIBRARY

Fines and Replacement Costs

Fine for each overdue book, audiobook,

periodical, CD, DVD, or any other items \$0.~~50~~25 per day each (max charge is \$10.00)

Damaged/Lost/Unreturned Materials Varies; up to retail replacement cost of items. The Library will not accept replacement items from patrons in lieu of payment for damage, lost, or unreturned materials.

Replacement of previously issued library, bookmobile, institutional, or digital library card \$ 5.00

Non-resident User Fee \$40.00 annually per household  
Non-resident students enrolled at the Beatrice Campus of Southeast Community College will be exempt from the non-resident user fee during the time they are enrolled as students

Microfilm Reader/Printer \$ 0.25 per print for black/white  
\$1.00 per print for color

Faxing/Scanning \$1.00 per page

Lamination/Spiraling \$1.00 per unit

Fee for Institutional Card Holders after three (3) overdue notices \$10.00

Interlibrary Loan (ILL) \$ 1.00 fee (plus postage)

Unusual or international postage fees charged by the lending library will be passed along after consultation with patron.

A Postage Recovery Fee (of total postage costs) will be charged to any patron who fails to pick up a requested interlibrary loan book before it expires.

Meeting Room Rentals

Rental Fee \$100.00 (For Private or For-Profit Groups)  
Deposit \$ ~~50~~60.00 (For All Meeting Room Rentals)

**EXHIBIT "A"**

Exemptions from Deposits and Rental Fees  
Any City-sponsored event

Deposits are only refundable if the room is returned to its posted arrangement on the chart in each meeting room.

Makerspace Fees

Daily Fee	\$7.00 per day
<u>Monthly Fee</u>	<u>\$15.00 per month</u>

Material Fees for the Makerspace shall be the City's cost to acquire the material. This includes but is not limited to 3D Printer Filament, Wood, Ceramic Tile, Vinyl, Mugs, Mousepads, Buttons, Laminate Pouches, and Adhesive.

EXHIBIT "A"

POLICE

<u>Accident Report</u>	\$ 3.00
<u>Copies of photos, etc. to a CD</u>	\$ 5.00
<u>Criminal History Report</u>	\$ 5.00
<u>Gun Permit</u>	\$ 5.00

## EXHIBIT "A"

### PUBLIC PROPERTIES

#### BEATRICE BIG BLUE WATER PARK

##### Daily Rates

Patrons less than 4 years old	No Charge
Patrons 4 years old to 17 years old	\$ 6.00/person
Patrons more than 17 years old	\$ 7.00/person
Patrons 60+ years old	\$ 4.00/person
Twilight swim 5:00 to 7:00 pm	\$ 2.50/person

##### Seasonal Rates

Patrons less than 4 years old	No Charge
Patrons 4 years old to 17 years old	\$ 80.00/season
Patrons more than 17 years old	\$ 90.00/season
Patrons 60+ years old	\$ 65.00/season
Family Rate (limited to 4 household members)	\$180.00/season
Additional charge for each additional family household member if a Family Season Pass is purchased	\$ 35.00/season

Note: A family is defined as parent(s) and all of their dependents, which are further defined as children, step-children, foster children or a child for which you have been appointed a legal guardian, that are 18 years of age and under and live in this household, or if a full-time college student and 23 years of age and under and living in this household, or if not living in this household at least one (1) parent that is financially responsible for the child must live in this household.

You will be allowed to pay \$35.00 for one (1) non-family member to be added to your family pass, such as a grandparent or baby-sitter.

Swimming Lessons \$50.00/child

##### Party Rentals

*Twilight Hours (5:00 p.m. - 7:00 p.m.) Monday - Thursday* \$2.50/person (24 hr notice required)  
*(4:00 p.m. - 6:00 p.m.) Friday - Sunday*

##### *Before Regular Hours (10:00 a.m. - 11:50 a.m.)*

1-15 guests	\$125.00
16-40 guests	\$175.00
41-60 guests	\$200.00
61-79 guests	\$300.00
80+ guests	\$400.00

##### *After Regular Hours (6:30 p.m. - 8:30 p.m.)*

1-15 guests	\$125.00
16-40 guests	\$175.00
41-60 guests	\$200.00
61-79 guests	\$300.00
80+ guests	\$400.00

## EXHIBIT "A"

A \$75.00 deposit is required for all parties held before or after regular hours. Twenty-four (24) hour notice of cancellation is required for a deposit refund. Concessions available upon request.

### CAMPING

Chautauqua Park (full service)	\$ 20.00/night
Riverside Park (full service)	\$ 20.00/night
Monthly Camping Rate	\$500.00/month

Effective January 1, 2026

Chautauqua Park (full service)	\$ 25.00/night
Riverside Park (full service)	\$ 25.00/night
Monthly Camping Rate	\$700.00/month

### CITY AUDITORIUM

#### COMMERCIAL ENTERTAINMENT & ACTIVITIES (admissions charged)

(Dances, volleyball & basketball tournaments, etc.)

Daily Rate: \$200.00 / per day

#### ENTERTAINMENT AND ACTIVITIES (no admissions charged)

(Exhibits, home shows, political, religious and public)

Daily Rate: \$125.00 / per day

#### RECREATIONAL USAGE

(Youth recreation, ball practices, rehearsals and recitals)

Daily Hourly Rate: \$10.00 / per hour

CONCESSION ROOM \$45.00 / per day

A \$75.00 chair set-up and tear down fee may be charged if City staff performs this service for an event.

A custodial service fee of \$30.00 per hour may be charged for certain activities. Amount of charge will be based on the type and size of activity and will be in addition to the above rent schedule.

An additional charge will result if the LESSEE fails to turn off all lights or fails to secure the auditorium in accordance with the instructions of the City. Such charge shall be based on the kilowatt hours used as a result of the lights not being turned off by the LESSEE and the cost to the City to have City employees turn off the lights or secure the building.

Charges for damages incurred are not included in this schedule and are determined after usage.

EXHIBIT "A"

PUBLIC WORKS

ELECTRIC, STREET, WATER, AND WATER POLLUTION CONTROL (WPC) DEPARTMENTS

Outside City Limits Water Service Application Fee

\$100.00

EQUIPMENT

(Equipment fee only. Charges will be made to the closest ½ hour. Labor is an additional charge.)

3" Grundo Mole	\$ 35.00/bore
Air Blower	\$ 4.00/hour
Air Compressor	\$ 75.00/hour
Airless Paint Sprayer	\$ 3.75/hour or \$30.00/day
Backhoe/Loader	\$ <del>55</del> 125.00/hour
Backyard Aerial Lift	\$ 75.00/hour
Backyard Derrick	\$ 90.00/hour
Barricade Trailer	\$ 5.00/hour
Baur Cable Fault Location System	\$ 30.00/hour
Bobcat 84" Angle Broom w/Attachment Control	\$ 23.00/hour
Bobcat Pavement Breaker	\$ 23.00/hour or \$175.00/day
Bobcat UTV	\$ 8.00/hour
Bush Hog Mower	\$ 10.00/hour
Case Plow for Trencher	\$ 0.50/foot
Chain Saw	\$ 8.00/hour
Chipper	\$ 150.00/hour
Concrete Ring Saw	\$ 40.00/hour
Concrete Saw	\$ 1.50/foot + \$0.50/" depth or \$75.00/hour
Cut Off Saw	\$ 1.50/foot + \$0.50/" depth
Cutquik Saw (concrete)	\$ 1.50/foot + \$0.50/" depth
Diamond Wire Gullotine Saw	\$ 75.00/cut
Drilling Machine	\$ 75.00/inch
Drum Roller	\$ 75.00/hour
Ductile Chain Saw	\$ 40.00/hour
Easement Machine	\$ 50.00/hour
Electric Pump w/cart	\$ 15.00/hour
Excavator	\$ 45.00/hour
Felling 16' Trailer	\$ 50.00/hour
Forklift	\$ 23.00/hour
Gas Monitor	\$ 20.00/hour
Generator (Thawing)	\$ 8.25/hour
Grapple Attachment	\$ 50.00/hour
Hydraulic Breaker	\$ 65.00/hour
Hydraulic Chain Saw	\$ 75.00/cut
Jack Hammer	\$ 15.00/hour
Leaf Blower	\$ 8.00/hour
Leak Locator	\$ 50.00/hour
Line Lazer & Linedriver Rider Unit	\$ 75.00/hour
Loader	\$100.00/hour
Locator	\$ 8.00/hour

**EXHIBIT "A"**

Manual Slope Red Rotary Laser	\$ 8.00/hour
Mosquito Sprayer	\$ 75.00/hour
Motor Grader	\$200.00/hour
Mower – Laser Z - 72" cut	\$ 15.00/hour
Mueller 101 Machine	\$ 75.00/inch
Onan Trailer Mounted Generator Set	\$ 50.00/hour
Overhead Wire Puller	\$ 17.00/hour
Partner Saw	\$ 1.50/foot + \$0.50/" depth or \$23.00/hour
Pavement Breaker	\$ 23.00/hour
Piercing Tool	\$ 35.00/bore
Pipe Cutter	\$ 5.00/hour
Pipe Thawer	\$ 5.00/hour
Pipe Trailer	\$ 4.00/hour or \$30.00/day
Pole Saw	\$ 8.00/hour
Portable Generator	\$ 20.00 hour
Portable Welder	\$ 10.00/hour
Power Pruner	\$ 8.00/hour
Puller/Tensioner	\$ 17.00/hour
Ring Saw	\$ 55.00/hour
Rover Camera w/trailer	\$ 75.00/hour
RPM Disturbance Analyzer Model 1650	\$ 10.00/hour
Screed	\$ 70.00/hour
Sealant Melter	\$100.00/hour
Self-Propelled Concrete Saw	\$ 1.50/foot + \$0.50/" depth or \$23.00/hour
Shop Welder	\$ 10.00/hour
Skid Steer	\$100.00/hour
Snow Blower - Snogo/Fair Snocrete	\$100.00/hour
Sweeper	\$100.00/hour
Tapping Machine	\$ 75.00/inch
Track Loader	\$193.00/hour
Tractor/Loader	\$125.00/hour
Tractor/Mower	\$125.00/hour
Trailer Mounted Message Board	\$ 50.00/hour
Trash Pump	\$ 20.00/hour
Trencher	\$ 40.00/hour or \$1.00/foot
Trencher Trailer	\$ 1.00/mile
Trimmer	\$ 8.00/hour
Vacuum Trailer	\$125.00/hour
Vibratory Plate	\$ 15.00/hour
Walk Behind Saw	\$ 40.00/hour
Weedeater	\$ 8.00/hour
Welder	\$ 20.00/hour
Wheel Loader	\$100.00/hour
Wheel Pack Loader	\$ 5.00/hour or \$40.00/day

**EXHIBIT "A"**

**LABOR**

(Hourly rate listed is during normal operating hours. Overtime rate is one and one-half (1½) times the standard rate. Minimum labor charge is one (1) hour.)

Electric Department Crewman	\$ 70.00/hour
Street, Water, & WPC Department Crewman	\$ 60.00/hour
Electric Department Supervisor	\$ 80.00/hour
Street & Water Department Supervisor	\$ 70.00/hour

**VEHICLES**

(Vehicle fee only. Charges will be made to the closest ½ hour. Labor is an additional charge. Mileage is an additional charge of \$1.00 per mile.)

½ Ton Pickup w/crane	\$ 38.00/hour
Altec Crane/Boom Truck	\$125.00/hour
Altec Service Truck	\$ <del>45</del> 100.00/hour
Bucket Truck	\$100.00/hour
Dump Truck – 5-7.5 yard	\$100.00/hour
Dump Truck – 14 yard	\$125.00/hour
Freightliner/Altec Aerial Truck	\$100.00/hour
Freightliner/Altec Digger Derrick	\$125.00/hour
Pickup	\$ 75.00/hour
Vac-Truck	\$125.00/hour

**HYDRANT METER/BACKFLOW DEVICE**

¾" Leasing Fee	\$25.00/month
2" or larger Leasing Fee	\$50.00/month
Cost per 1000 gallons drawn	\$ 2.25
Installation/Removal Fee	\$70.00
Mileage	\$ 1.00/mile

**WATER SOLD AT SERVICE CENTER**

<u>Service Fee</u>	<u>\$30.00/fill-up fee for the first 500 gallons plus</u>
	<u>\$2.00/100 gallons in excess of 500 gallons</u>
	<u>NOT PRORATED.</u>

EXHIBIT "A"

**SANITATION**

Commercial Dumpsters

- Container Fee - Monthly
  - 2 yd. Dumpster: \$ 18.00
  - 4 yd. Dumpster: \$ 28.00
  - 6 yd. Dumpster: \$ 56.00
  - 8 yd. Dumpster: \$ 68.00
  - 6 yd. Compacted Dumpster: \$220.00
  - 8 yd. Compacted Dumpster: \$220.00
  
- Non-Compacted Trash Removal Fee - Monthly
  - Per yd. Fee, 1/week: \$ 30.00
  - Per yd. Fee, 2/week: \$ 60.00
  - Per yd. Fee, 3/week: \$ 90.00
  - Per yd. Fee, 4/week: \$120.00
  - Per yd. Fee, 5/week: \$150.00
  
- Compacted Trash Removal Fee - Monthly
  - Per yd. Fee, 1/week: \$ 60.00
  - Per yd. Fee, 2/week: \$120.00
  - Per yd. Fee, 3/week: \$180.00
  - Per yd. Fee, 4/week: \$240.00
  - Per yd. Fee, 5/week: \$300.00
  
- Special Pick-up
  - Non-Compacted Trash Removal: \$ 75.00
  - Compacted Trash Removal: \$100.00
  - Compacted Trash Removal – Roll-offs: \$ 32.00/yard

Commercial 96 Gallon Cart Fees - Monthly

- 1 can or cart, 1/week Removal Fee: \$ 24.00
- 1 can or cart, 2/week Removal Fee: \$ 36.00
- Additional can or cart: \$ 10.00
- Carry-out Fee: \$ 10.00

Residential - Monthly

- 1/week Removal Fee – BPW Customer: \$ 21.00
- Senior/Disabled\* Removal Fee – BPW Customer: \$ 15.00
- 1/week Removal Fee – Non-BPW Customer: \$ 24.00
- Carry-out Fee: \$ 10.00
- Senior/Disabled\* Carry-out Fee: \$ 4.00
- Yard Waste Removal: \$ 12.00

\*For this section, "Senior/Disabled" fee shall be available to persons who are considered "Seniors" or "Disabled". Seniors, for purposes of this section, means persons who are: (1) are 62 years of age or older; (2) receive social security benefits; (3) qualify under income guidelines established by resolution adopted by the City Council; and (4) elect to receive garbage services at the reduced rate by applying to the City for the same. Disabled, for

## EXHIBIT "A"

purposes of this section, means persons who: (1) are determined to be disabled under Title II or Title XVI of the Social Security Act, 42 U.S.C. § 401 et. seq., 42 U.S.C. § 381 et. seq.; (2) receiving disability benefits pursuant thereto; and (3) elect to received such services at the reduced rate by applying to the City for the same.

### Residential – Special Fees

- Special Pickup – Per Request:
  - 96 gallon cart: \$ 22.00
    - Each additional cart: \$ 5.00
  - Furniture: \$ 22.00
  - Appliance: \$ 22.00
- Additional 96 gallon cart – Annually \$120.00
- Retrieval of Cart \$ 50.00

### Recycling - Monthly

- Commercial: \$ 15.00
- Commercial - Cardboard
  - 2 yd. 1/week: \$ 35.00
  - 2 yd. 2/week: \$ 50.00
  - 4 yd. 1/week: \$ 75.00
  - 4 yd. 2/week: \$100.00
- Residential: \$ 8.50

### Roll-offs

- 10 yd. box (plus landfill fees): \$125.00
- 15 yd. box (plus landfill fees): \$135.00
- 20 yd. box (plus landfill fees): \$140.00
- 30 yd. box (plus landfill fees): \$155.00
- 40 yd. box (plus landfill fees): \$170.00
- Container rental starts after 14 days: \$ 12.00/day
- Delivery/pick up fees for roll off services provided over thirty (30) miles from Beatrice unless delivery is to an existing Village customer of Mars: \$ 50.00 per roll off

There shall be no refunds for roll-off rental fees or roll off services.

A 5% fee shall be applied on all delinquent Sanitation balances for each month a customer's Sanitation balance is delinquent.

The Sanitation Superintendent shall have the authority to set the fee for any waste collection scenarios not set forth above in the sanitation portion of this resolution.

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

**WHEREAS**, the City of Beatrice (“City”) participates in the Cottonwood Wind Farm (“Cottonwood”); and

**WHEREAS**, Cottonwood produces renewable energy credits; and

**WHEREAS**, the City desires to sell said Renewable Energy Credits to ACT Commodities, Inc., a Delaware corporation.

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

**SECTION 1.** That the City Administrator is hereby authorized to enter into an Agreement for Purchase and Sale of Renewable Energy Certificates, Trade Number: T01014562, between the City of Beatrice, Nebraska and ACT Commodities, Inc. A copy of said Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

**SECTION 2.** That the City Administrator is hereby authorized to enter into an Agreement for Purchase and Sale of Renewable Energy Certificates, Trade Number: T01014563, between the City of Beatrice, Nebraska and ACT Commodities, Inc. A copy of said Agreement, marked as Exhibit “B”, is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

# Exhibit "A"

## AGREEMENT FOR PURCHASE AND SALE OF RENEWABLE ENERGY CERTIFICATES

The purpose of this letter (the "**Confirmation Letter**") entered into on 03/10/2026 ("**Contract Date**") is to confirm the terms and conditions of the transaction between ACT Commodities Inc. ("[Buyer]") and City of Beatrice ("[Seller]") as of the Contract Date (the "**Transaction**"). Seller and Buyer are each referred to as a "**Party**" and, collectively, as the "**Parties**." This Confirmation Letter, including the attached Terms and Conditions, shall constitute the entire agreement ("**Agreement**") between the Parties related to the subject matter hereof and supersedes and replaces any prior oral or written confirmation, including broker confirmations, regarding this Transaction.


The terms of the Transaction to which this Confirmation Letter relates are as follows:

<b>Seller:</b>	City of Beatrice	<b>Buyer:</b>	ACT Commodities Inc.
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<b>Product:</b>	REC	<b>Trade Number:</b>	
<b>Trade Date:</b>		<b>Delivery Date:</b>	
<b>Product Price:</b>		<b>Product Vintage:</b>	
<b>Product Quantity:</b>		<b>Deal Value:</b>	
<b>Payment Terms:</b>		<b>Delivery Type:</b>	

Special Conditions	
<b>Technology:</b> Wind	
<b>Classification:</b>	
<b>Registry:</b> NAR	
<b>Product Siting:</b> Nebraska	
<b>Reporting Year:</b> 01/01/2025 - 12/31/2025	
<b>Commercial Online Date:</b> 2017 or newer	
<b>Product Type:</b> Nebraska Sited REC	
<b>State:</b> Nebraska	
<b>Other:</b> CRS Listed	

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

Seller: City of Beatrice  
By:   
Name: Tobias J. Tempelmeyer  
Title: City Administrator

Buyer: ACT Commodities Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1: DEFINITIONS

1.1 Definitions. Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Confirmation Letter. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

**“Accept” or “Acceptance”** means, if a retirement by Seller on behalf of the Buyer is not specified in the Confirmation Letter, Buyer’s electronic acceptance in the applicable tracking system of the Delivery of the RECs in its Account in accordance with the operating rules and procedures of the Applicable Tracking System.

**“Applicable Standard”** means with respect to a Transaction, the provincial, state or federal RPS identified in the applicable program, other mandatory or voluntary standard(s), or set of rules specified in the Confirmation Letter.

**“Bankrupt”** means an entity that has (i) filed a petition or otherwise commenced, authorized or acquiesced in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) had any such petition filed or commenced against it and not dismissed within 30 days, (iii) made an assignment or any general arrangement for the benefit of creditors, (iv) otherwise become bankrupt or insolvent, however evidenced, (v) had a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (vi) become generally unable to pay its debt when due.

**“Business Day”** means any day except a Saturday or Sunday, or a United States Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. Eastern Prevailing Time.

**“Change in Law”** means that, prior to the Delivery of the Product, a statute, rule, or regulation is enacted, amended or revoked which has the effect of (a) changing the transfer and sale procedures set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, (b) making this Agreement illegal or unenforceable, or (c) eliminating the existence of the Product.

**“Deliver” or “Delivery”** means the transfer from Seller to Buyer of the specified amount of the Product, or, if a retirement by Seller on behalf of the Buyer is specified in the Confirmation Letter, retirement of the specified amount of the Product by the Seller in the Registry tracking system on behalf of Buyer (or a party identified by Buyer in the Confirmation Letter).

**“Delivery Date”** means the date on which Seller initiates the Delivery in the Registry tracking system.

**“Force Majeure Event”** means any circumstances which were not foreseeable by the Parties at the time of entering this Agreement and could not have reasonably been anticipated and avoided by a Party or that are beyond a Party’s reasonable control and which makes it impossible for the Party invoking the Force Majeure to perform its delivery or acceptance obligations under this Agreement, including but not limited to war, explosion or fire, natural calamities, general strike, riot, civil disturbances, sabotage, embargoes, Acts of God, IT failure, and failure of the Registry. A Force Majeure Event may not be based

on (i) the loss or failure of Buyer's markets; (ii) the loss or failure of Seller's supply; (iii) Seller's ability to sell the RECs to another Party on terms superior to Seller's terms herein; or (iv) Buyer's ability to purchase similar RECs from another Party on terms superior to the Buyer's terms herein; provided that the foregoing exclusions shall not apply to a Party's failure to make a payment when due.

**"Product"** means the RECs to be delivered in the Transaction, as specified in the Confirmation Letter, each associated with, but separate from, the generation of one (1) MWh of energy from a renewable energy facility.

**"Product Price"** shall mean the unit price for the Product agreed upon by the Parties for the Transaction as specified in the Confirmation Letter.

**"Product Quantity"** shall have the meaning ascribed to such term in the Confirmation Letter.

**"Registry"** means the environmental registry and information system set forth in the Confirmation Letter that tracks the environmental and fuel attributes of generation, and any successor tracking system that both Parties agree facilitates the sale and purchase of the Product specified in the Confirmation Letter.

**"Replacement Purchase Price"** means the price per REC at which Buyer, acting in a commercially reasonable manner, purchases replacement Product with the same Vintage as the Product that Seller failed to Deliver, plus any commercially reasonable costs of Buyer to obtain such replacement Product; or, absent any such purchase, the market price per REC of such Product as determined by Buyer in a commercially reasonable manner.

**"Replacement Sales Price"** means the price per REC at which Seller, acting in a commercially reasonable manner, resells the Product not Accepted by Buyer, deducting from such proceeds any commercially reasonable costs incurred by Seller to deliver such Product to a third party purchaser; or, absent any such sale, the market price per REC of such Product as determined by Seller in a commercially reasonable manner; provided, however, that in no event will the Replacement Sales Price include any penalties, stranded costs or similar charges, nor will Seller be required to utilize or change its utilization of its owned or controlled assets, including without limitation contractual assets, or market positions to minimize Buyer's liability.

**"Renewable Energy Certificates"** or **"RECs"** means a certificate, credit, allowance, green tag, or other transferable indicium, howsoever entitled, associated with, but separate from, the generation of one (1) MWh of Energy from a renewable energy facility.

**"Renewable Portfolio Standard"** or **"RPS"** means a local, state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy sold or used by specified entities to be generated from a renewable energy facility.

**"Trade Date"** mean the date that the Transaction was executed in the market, as specified in the Confirmation Letter.

**"Vintage"** means, with respect to a Transaction, the time period(s) (e.g. calendar year, energy year, reporting year, etc.) specified in the Confirmation Letter for which RECs produced during the generation period are eligible for the purpose of complying with the Applicable Standard, as that time period is defined by the Applicable Standard.

## ARTICLE 2: TRANSACTION, PAYMENT, TAXES AND TRANSFER OF TITLE

2.1 Transaction. The Parties desire to enter into the Transaction for the purchase and sale of Product under this Agreement. Such Transaction, unless otherwise agreed in writing signed by both Parties, will be governed by this Agreement. The Transaction will be confirmed pursuant to the Confirmation Letter.

2.2 Payment. Seller shall deliver an invoice to Buyer reflecting the purchase price for the Product in an amount equal to the product of (x) the quantity of Product Delivered and (y) the Product Price, following Seller's Delivery of the Product (the "Invoice"). The Invoice may be furnished to Buyer by e-mail. Unless otherwise specified in the Confirmation Letter above, within five (5) Business Days of the later of (a) Buyer's receipt of the Invoice and (b) Buyer's receipt of confirmation that the Product have been Delivered to Buyer's Registry account, Buyer shall pay Seller for the Product so Delivered. All payments made under this Agreement shall be made in immediately available United States Dollars by electronic transfer.

2.3 Taxes and Fees. Seller will be responsible for any taxes imposed on the creation, ownership, or transfer of Product under this Agreement up to and including the time and place of its Delivery. Buyer will be responsible for any taxes imposed on the receipt or ownership of Product at or after the time and place of its Delivery. Buyer will also be responsible for any and all fees associated with payment. Each Party will be responsible for the payment of any fees, including brokers' fees, incurred by it in connection with any Transactions hereunder.

2.4 Transfer of Title. None of Seller's property interest in the Product will pass to Buyer until Delivery is complete. Upon such completion, all rights, title and interest in and to the Product, will transfer to Buyer.

## ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. On the Contract Date, each Party represents and warrants to the other that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;
- (b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) Its execution and performance of this Agreement do not violate or conflict with applicable law, any provision of its constituent documents, or any contract binding on or affecting it or any of its assets or any order or judgment of any governmental authority applicable to it or its assets;
- (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to entering into and performing this Agreement have been obtained or submitted and are in full force and effect and all conditions thereof have been complied with;

(e) No Event of Default, as defined in Section 4.1 has occurred and is continuing, and none will occur as a result of its entering into or performing this Agreement or any Transaction;

(f) It is not relying upon any representations of the other Party other than those expressly set forth herein, and it is acting for its own account, and not as agent or in any other capacity, fiduciary or otherwise;

(g) It has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; and

(h) All applicable information, documents or statements that have been furnished in writing by or on behalf of it to the other Party in connection with this Agreement are true, accurate and complete in every material respect and do not omit a material fact that would otherwise make the information, document or statement misleading.

(i) It is a "forward contract merchant" within the meaning of Section 101 (26) of the Bankruptcy Code, and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of Section 101 (25) of the Bankruptcy Code and that the remedies identified in this Agreement shall be "contractual rights" as provided for in 11 U.S.C. § 556, as these provisions may be amended from time to time.

3.2 Representations and Warranties of Seller. With respect to the Product, Seller represents and warrants to Buyer that as of the Delivery Date: (i) Seller has good and marketable title to such Product; (ii) all right, title and interest in and to such Product are free and clear of any liens, taxes, claims, security interests or other encumbrances except for any right or interest by any entity claiming through Buyer; (iii) each REC meets the specifications set forth in the Confirmation Letter; and (iv) that such Product complies with any Applicable Standard, if any, specified on the Confirmation Letter.

3.3 LIMITATION OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO CONFORMITY WITH ANY MODEL OR SAMPLES, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY HEREUNDER WITH RESPECT TO ANY FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY.

3.4 Indemnity. Each Party will indemnify, defend and hold harmless the other Party from and against costs finally awarded or agreed to in settlement (including reasonable attorney's fees) for any claims or demands made by third parties arising from or out of an indemnifying Party's breach of the Agreement, except to the extent arising from the indemnified Party's own gross negligence or willful misconduct. Each Party will indemnify, defend and hold harmless the other Party against any fees or taxes for which such Party is responsible under Section 2.3.

3.5 Survival. Articles 3, 4, 5 and 6 shall survive the expiration or termination of this Agreement.

#### **ARTICLE 4: EVENTS OF DEFAULT; REMEDIES**

4.1 Events of Default. "Event of Default" means, with respect to a Party (a "Defaulting Party"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant hereto if such failure is not remedied within five (5) Business Days after written notice;
- (b) Failure to Deliver or receive Product when due pursuant to a Transaction if such failure is not remedied within five (5) Business Days after written notice;
- (c) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when repeated; and if capable of being cured, is not cured within ten (10) Business Days after written notice;
- (d) Such Party becomes Bankrupt; or
- (e) A Party's failure to perform any other material covenant or obligation set forth herein if such failure is not remedied within twenty (20) business days after written notice.

4.2 Declaration of Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party occurs and is continuing, the other Party (the "Non-Defaulting Party") will have the right to (i) upon two (2) Business Days' written notice to the Defaulting Party terminate this Agreement ("Early Termination Date"), to accelerate all amounts owing between the Parties and to liquidate and terminate the Transaction between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement, and (iii) suspend performance. The Non-Defaulting Party will calculate, in a commercially reasonable manner, a settlement amount as follows ("Settlement Amount"):

- (a) If Buyer is in default and Seller elects Early Termination: Buyer shall pay Seller an amount equal to the sum of (i) the Product Price for any Product Delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting (A) the Replacement Sales Price for any Product not received from (B) the Product Price for such Product not received multiplied by the amount of Product (in REC units) not received, plus reasonable third party fees (including broker fees) incurred by Seller in enforcement and protection of its rights under this Agreement.
- (b) If Seller is in default and Buyer elects Early Termination: Seller shall pay Buyer an amount equal to the positive difference, if any, obtained by subtracting (A) the Product Price for any Product not Delivered from (B) the Replacement Purchase Price for such Product not Delivered, multiplied by the amount of Product (in REC units) not Delivered, plus reasonable third party fees (including broker fees) incurred by Buyer in enforcement and protection of its rights under this Agreement.

4.3 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AS SET FORTH IN SECTION 4.2 AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MONETARY REMEDY HEREUNDER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

## ARTICLE 5: CHANGE IN LAW

5.1 Change in Law. If a Change in Law occurs, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform to such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement. However, in no event will a Change in Law that changes in any respect the value of the Product, have any effect on the obligations of the Parties to purchase and sell the Product on the terms and at the Product Price set forth in this Agreement. If the Parties are unable, despite such good faith efforts, to amend this Agreement within fifteen (15) Business Days following commencement of such negotiations, either Party may terminate this Agreement with no further payment or performance obligations except for any such obligations that have accrued prior to such termination.

#### ARTICLE 6: MISCELLANEOUS

6.1 Assignment. Neither Buyer nor Seller shall assign this Agreement nor delegate any of its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that either Party, without the consent of the other Party, may assign this Agreement to any of its affiliates provided that such assignee's creditworthiness shall be equal to or greater than that of the assignor; and provided further that Seller may assign this Agreement without the consent of Buyer as collateral security to any lender (and in connection therewith, Buyer shall execute and deliver to such lender a consent agreement in a form reasonably acceptable to Buyer). Any assignment in violation of this Section 6.1 shall be voidable at the sole discretion of the non-assigning Party.

6.2 Notices. All notices, must be in writing and delivered by hand delivery, United States mail, overnight courier service or email to the addresses set forth in the attached notice contact schedule.

6.3 General.

(a) This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Any prior agreement or negotiation between the Parties with respect to the subject matter hereof is superseded.

(b) No amendment or modification hereto or to any written Confirmation Letter is enforceable unless in writing and executed by both Parties.

(c) The waiver by either Party of a default or a breach by the other Party will not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach will not operate as a waiver of any default or breach.

(d) Except as provided in a writing or pursuant to Section 6.3, if any provision hereof is, for any reason, determined to be invalid, illegal, or unenforceable in any respect, the Parties will negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions that will, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions hereof will, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

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

6.4 Performance Assurance. Should either Party have reasonable grounds to believe that the creditworthiness of the other Party has become unsatisfactory or the ability of the other Party to perform its obligations under this Agreement has become impaired, then the dissatisfied Party (the "Requesting Party") may demand in writing, with reasonable supporting explanations of the reason for such demand, that the other Party (the "Posting Party") provide assurance of its ability to perform its obligations hereunder in an amount determined by the Requesting Party in its commercially reasonable discretion. Such assurance may include (i) posting of a letter of credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) providing other security reasonably acceptable to the Requesting Party. The Posting Party shall provide such assurance within two (2) Business Days following such written demand.

6.5 Confidentiality. Neither Party will disclose the terms or conditions this Agreement to a third party (other than the Party's employees, guarantor, lenders, counsel, accountants, agents or advisors who have a need to know such information and have agreed to or otherwise have an obligation to keep such terms confidential) except:

(a) In order to comply with any applicable law or regulation, or request of any regulatory agency having jurisdiction over the Party and requesting the confidential information in the ordinary course of business or

(b) In connection with any court or regulatory proceeding

6.6 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without giving effect to any conflict of law principles that would apply the laws of any other jurisdiction.

6.7 Dispute Resolution. Any dispute or claim arising out of or related hereto or any breach thereof or any need for interpretation related to any dispute arising out of or related hereto will be settled by binding arbitration administered by the American Arbitration Association, by an arbitrator chosen by both Parties. In the event of a disagreement, the arbitrators chosen by each Party will select a third arbitrator to arbitrate the issue.

6.8 Force Majeure. If a Party is prevented or delayed in its performance of any of its obligations under this Agreement by a Force Majeure Event (as defined above), that Party's performance of such obligations shall be suspended during the existence of such Force Majeure Event, provided that the Party invoking Force Majeure shall use reasonable efforts to mitigate the effect of a Force Majeure event. Where a Force Majeure Event results in suspension by the Party invoking the Force Majeure Event of any obligation under this Agreement, such obligation may be postponed, until the suspension of the obligations is no longer required as a result of the Force Majeure Event.

###

**NOTICE SCHEDULE**

**Seller:**

Attn:  
Address:  
Phone: 4022285200  
Email: [ttempelmeyer@beatrice.ne.gov](mailto:ttempelmeyer@beatrice.ne.gov)

**PAYMENTS:**

By Wire & ACH:  
Company:  
Bank:  
Routing Number:  
Account #:

**Buyer:**

ACT Commodities Inc.  
Attn: Operations  
437 Madison Avenue, Floor 17  
New York, NY 10022  
Phone: (212)803-1500  
Email: [OperationsUSA@actcommodities.com](mailto:OperationsUSA@actcommodities.com)  
With Copy to: [ACT\\_USA\\_Legal@actcommodities.com](mailto:ACT_USA_Legal@actcommodities.com)

**INVOICES:**

ACT Commodities Inc.  
Attn: Operations  
437 Madison Avenue, Floor 17  
New York, NY 10022  
Phone: (212) 803-1500  
Email: [OperationsUSA@actcommodities.com](mailto:OperationsUSA@actcommodities.com)  
With Copy to: [ACT\\_USA\\_Legal@actcommodities.com](mailto:ACT_USA_Legal@actcommodities.com)

# Exhibit "A"

## AGREEMENT FOR PURCHASE AND SALE OF RENEWABLE ENERGY CERTIFICATES

The purpose of this letter (the "Confirmation Letter") entered into on 03/10/2026 ("Contract Date") is to confirm the terms and conditions of the transaction between ACT Commodities Inc. ("Buyer") and City of Beatrice ("Seller") as of the Contract Date (the "Transaction"). Seller and Buyer are each referred to as a "Party" and, collectively, as the "Parties." This Confirmation Letter, including the attached Terms and Conditions, shall constitute the entire agreement ("Agreement") between the Parties related to the subject matter hereof and supersedes and replaces any prior oral or written confirmation, including broker confirmations, regarding this Transaction.

The terms of the Transaction to which this Confirmation Letter relates are as follows:

<b>Seller:</b>	City of Beatrice	<b>Buyer:</b>	ACT Commodities Inc.
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<b>Product:</b>	REC	<b>Trade Number:</b>	
<b>Trade Date:</b>		<b>Delivery Date:</b>	
<b>Product Price:</b>		<b>Product Vintage:</b>	
<b>Product Quantity:</b>		<b>Deal Value:</b>	
<b>Payment Terms:</b>		<b>Delivery Type:</b>	

Special Conditions	
<b>Technology:</b> Wind	
<b>Classification:</b>	
<b>Registry:</b> NAR	
<b>Product Siting:</b> Nebraska	
<b>Reporting Year:</b> 01/01/2026 - 12/31/2026	
<b>Commercial Online Date:</b> 2017 or newer	
<b>Product Type:</b> Nebraska Sited REC	
<b>State:</b> Nebraska	
<b>Other:</b> CRS Listed	

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the General Terms and Conditions.

Seller: City of Beatrice  
By:   
Name: Tobias J. Tempelmeyer  
Title: City Administrator

Buyer: ACT Commodities Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

### ARTICLE 1: DEFINITIONS

1.1 Definitions. Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Confirmation Letter. As used in this Agreement, the following capitalized terms shall have the meanings set forth below:

**“Accept” or “Acceptance”** means, if a retirement by Seller on behalf of the Buyer is not specified in the Confirmation Letter, Buyer’s electronic acceptance in the applicable tracking system of the Delivery of the RECs in its Account in accordance with the operating rules and procedures of the Applicable Tracking System.

**“Applicable Standard”** means with respect to a Transaction, the provincial, state or federal RPS identified in the applicable program, other mandatory or voluntary standard(s), or set of rules specified in the Confirmation Letter.

**“Bankrupt”** means an entity that has (i) filed a petition or otherwise commenced, authorized or acquiesced in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, (ii) had any such petition filed or commenced against it and not dismissed within 30 days, (iii) made an assignment or any general arrangement for the benefit of creditors, (iv) otherwise become bankrupt or insolvent, however evidenced, (v) had a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (vi) become generally unable to pay its debt when due.

**“Business Day”** means any day except a Saturday or Sunday, or a United States Federal Reserve Bank holiday. A Business Day opens at 8:00 a.m. and closes at 5:00 p.m. Eastern Prevailing Time.

**“Change in Law”** means that, prior to the Delivery of the Product, a statute, rule, or regulation is enacted, amended or revoked which has the effect of (a) changing the transfer and sale procedures set forth in this Agreement so that the implementation of this Agreement becomes impossible or impracticable, (b) making this Agreement illegal or unenforceable, or (c) eliminating the existence of the Product.

**“Deliver” or “Delivery”** means the transfer from Seller to Buyer of the specified amount of the Product, or, if a retirement by Seller on behalf of the Buyer is specified in the Confirmation Letter, retirement of the specified amount of the Product by the Seller in the Registry tracking system on behalf of Buyer (or a party identified by Buyer in the Confirmation Letter).

**“Delivery Date”** means the date on which Seller initiates the Delivery in the Registry tracking system.

**“Force Majeure Event”** means any circumstances which were not foreseeable by the Parties at the time of entering this Agreement and could not have reasonably been anticipated and avoided by a Party or that are beyond a Party’s reasonable control and which makes it impossible for the Party invoking the Force Majeure to perform its delivery or acceptance obligations under this Agreement, including but not limited to war, explosion or fire, natural calamities, general strike, riot, civil disturbances, sabotage, embargoes, Acts of God, IT failure, and failure of the Registry. A Force Majeure Event may not be based

on (i) the loss or failure of Buyer's markets; (ii) the loss or failure of Seller's supply; (iii) Seller's ability to sell the RECs to another Party on terms superior to Seller's terms herein; or (iv) Buyer's ability to purchase similar RECs from another Party on terms superior to the Buyer's terms herein; provided that the foregoing exclusions shall not apply to a Party's failure to make a payment when due.

**"Product"** means the RECs to be delivered in the Transaction, as specified in the Confirmation Letter, each associated with, but separate from, the generation of one (1) MWh of energy from a renewable energy facility.

**"Product Price"** shall mean the unit price for the Product agreed upon by the Parties for the Transaction as specified in the Confirmation Letter.

**"Product Quantity"** shall have the meaning ascribed to such term in the Confirmation Letter.

**"Registry"** means the environmental registry and information system set forth in the Confirmation Letter that tracks the environmental and fuel attributes of generation, and any successor tracking system that both Parties agree facilitates the sale and purchase of the Product specified in the Confirmation Letter.

**"Replacement Purchase Price"** means the price per REC at which Buyer, acting in a commercially reasonable manner, purchases replacement Product with the same Vintage as the Product that Seller failed to Deliver, plus any commercially reasonable costs of Buyer to obtain such replacement Product; or, absent any such purchase, the market price per REC of such Product as determined by Buyer in a commercially reasonable manner.

**"Replacement Sales Price"** means the price per REC at which Seller, acting in a commercially reasonable manner, resells the Product not Accepted by Buyer, deducting from such proceeds any commercially reasonable costs incurred by Seller to deliver such Product to a third party purchaser; or, absent any such sale, the market price per REC of such Product as determined by Seller in a commercially reasonable manner; provided, however, that in no event will the Replacement Sales Price include any penalties, stranded costs or similar charges, nor will Seller be required to utilize or change its utilization of its owned or controlled assets, including without limitation contractual assets, or market positions to minimize Buyer's liability.

**"Renewable Energy Certificates"** or **"RECs"** means a certificate, credit, allowance, green tag, or other transferable indicium, howsoever entitled, associated with, but separate from, the generation of one (1) MWh of Energy from a renewable energy facility.

**"Renewable Portfolio Standard"** or **"RPS"** means a local, state, provincial or federal law, rule or regulation that requires a stated amount or minimum proportion or quantity of Energy sold or used by specified entities to be generated from a renewable energy facility.

**"Trade Date"** mean the date that the Transaction was executed in the market, as specified in the Confirmation Letter.

**"Vintage"** means, with respect to a Transaction, the time period(s) (e.g. calendar year, energy year, reporting year, etc.) specified in the Confirmation Letter for which RECs produced during the generation period are eligible for the purpose of complying with the Applicable Standard, as that time period is defined by the Applicable Standard.

## ARTICLE 2: TRANSACTION, PAYMENT, TAXES AND TRANSFER OF TITLE

2.1 Transaction. The Parties desire to enter into the Transaction for the purchase and sale of Product under this Agreement. Such Transaction, unless otherwise agreed in writing signed by both Parties, will be governed by this Agreement. The Transaction will be confirmed pursuant to the Confirmation Letter.

2.2 Payment. Seller shall deliver an invoice to Buyer reflecting the purchase price for the Product in an amount equal to the product of (x) the quantity of Product Delivered and (y) the Product Price, following Seller's Delivery of the Product (the "Invoice"). The Invoice may be furnished to Buyer by e-mail. Unless otherwise specified in the Confirmation Letter above, within five (5) Business Days of the later of (a) Buyer's receipt of the Invoice and (b) Buyer's receipt of confirmation that the Product have been Delivered to Buyer's Registry account, Buyer shall pay Seller for the Product so Delivered. All payments made under this Agreement shall be made in immediately available United States Dollars by electronic transfer.

2.3 Taxes and Fees. Seller will be responsible for any taxes imposed on the creation, ownership, or transfer of Product under this Agreement up to and including the time and place of its Delivery. Buyer will be responsible for any taxes imposed on the receipt or ownership of Product at or after the time and place of its Delivery. Buyer will also be responsible for any and all fees associated with payment. Each Party will be responsible for the payment of any fees, including brokers' fees, incurred by it in connection with any Transactions hereunder.

2.4 Transfer of Title. None of Seller's property interest in the Product will pass to Buyer until Delivery is complete. Upon such completion, all rights, title and interest in and to the Product, will transfer to Buyer.

## ARTICLE 3: REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties. On the Contract Date, each Party represents and warrants to the other that:

- (a) It is duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization;
- (b) It has the power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) Its execution and performance of this Agreement do not violate or conflict with applicable law, any provision of its constituent documents, or any contract binding on or affecting it or any of its assets or any order or judgment of any governmental authority applicable to it or its assets;
- (d) All governmental and other authorizations, approvals, consents, notices and filings that are required to have been obtained or submitted by it with respect to entering into and performing this Agreement have been obtained or submitted and are in full force and effect and all conditions thereof have been complied with;

- (e) No Event of Default, as defined in Section 4.1 has occurred and is continuing, and none will occur as a result of its entering into or performing this Agreement or any Transaction;
- (f) It is not relying upon any representations of the other Party other than those expressly set forth herein, and it is acting for its own account, and not as agent or in any other capacity, fiduciary or otherwise;
- (g) It has entered hereinto with a full understanding of the material terms and risks of the same, and it is capable of assuming those risks; and
- (h) All applicable information, documents or statements that have been furnished in writing by or on behalf of it to the other Party in connection with this Agreement are true, accurate and complete in every material respect and do not omit a material fact that would otherwise make the information, document or statement misleading.
- (i) It is a "forward contract merchant" within the meaning of Section 101 (26) of the Bankruptcy Code, and this Agreement and all transactions hereunder constitute "forward contracts" within the meaning of Section 101 (25) of the Bankruptcy Code and that the remedies identified in this Agreement shall be "contractual rights" as provided for in 11 U.S.C. § 556, as these provisions may be amended from time to time.

3.2 Representations and Warranties of Seller. With respect to the Product, Seller represents and warrants to Buyer that as of the Delivery Date: (i) Seller has good and marketable title to such Product; (ii) all right, title and interest in and to such Product are free and clear of any liens, taxes, claims, security interests or other encumbrances except for any right or interest by any entity claiming through Buyer; (iii) each REC meets the specifications set forth in the Confirmation Letter; and (iv) that such Product complies with any Applicable Standard, if any, specified on the Confirmation Letter.

3.3 LIMITATION OF WARRANTIES. EXCEPT AS SET FORTH HEREIN, ALL OTHER REPRESENTATIONS OR WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO CONFORMITY WITH ANY MODEL OR SAMPLES, ARE DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY HEREUNDER WITH RESPECT TO ANY FUTURE ACTION OR FAILURE TO ACT OR APPROVAL OR FAILURE TO APPROVE BY ANY GOVERNMENTAL AUTHORITY.

3.4 Indemnity. Each Party will indemnify, defend and hold harmless the other Party from and against costs finally awarded or agreed to in settlement (including reasonable attorney's fees) for any claims or demands made by third parties arising from or out of an indemnifying Party's breach of the Agreement, except to the extent arising from the indemnified Party's own gross negligence or willful misconduct. Each Party will indemnify, defend and hold harmless the other Party against any fees or taxes for which such Party is responsible under Section 2.3.

3.5 Survival. Articles 3, 4, 5 and 6 shall survive the expiration or termination of this Agreement.

#### **ARTICLE 4: EVENTS OF DEFAULT; REMEDIES**

4.1 Events of Default. "**Event of Default**" means, with respect to a Party (a "**Defaulting Party**"), the occurrence of any of the following:

- (a) the failure to make, when due, any payment required pursuant hereto if such failure is not remedied within five (5) Business Days after written notice;
- (b) Failure to Deliver or receive Product when due pursuant to a Transaction if such failure is not remedied within five (5) Business Days after written notice;
- (c) Any representation or warranty made by such Party herein is false or misleading in any material respect when made or when repeated; and if capable of being cured, is not cured within ten (10) Business Days after written notice;
- (d) Such Party becomes Bankrupt; or
- (e) A Party's failure to perform any other material covenant or obligation set forth herein if such failure is not remedied within twenty (20) business days after written notice.

4.2 Declaration of Early Termination Date and Calculation of Settlement Amounts. If an Event of Default with respect to a Defaulting Party occurs and is continuing, the other Party (the "**Non-Defaulting Party**") will have the right to (i) upon two (2) Business Days' written notice to the Defaulting Party terminate this Agreement ("**Early Termination Date**"), to accelerate all amounts owing between the Parties and to liquidate and terminate the Transaction between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement, and (iii) suspend performance. The Non-Defaulting Party will calculate, in a commercially reasonable manner, a settlement amount as follows ("**Settlement Amount**"):

- (a) If Buyer is in default and Seller elects Early Termination: Buyer shall pay Seller an amount equal to the sum of (i) the Product Price for any Product Delivered to Buyer for which Seller has not been paid, and (ii) the positive difference, if any, obtained by subtracting (A) the Replacement Sales Price for any Product not received from (B) the Product Price for such Product not received multiplied by the amount of Product (in REC units) not received, plus reasonable third party fees (including broker fees) incurred by Seller in enforcement and protection of its rights under this Agreement.
- (b) If Seller is in default and Buyer elects Early Termination: Seller shall pay Buyer an amount equal to the positive difference, if any, obtained by subtracting (A) the Product Price for any Product not Delivered from (B) the Replacement Purchase Price for such Product not Delivered, multiplied by the amount of Product (in REC units) not Delivered, plus reasonable third party fees (including broker fees) incurred by Buyer in enforcement and protection of its rights under this Agreement.

4.3 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AS SET FORTH IN SECTION 4.2 AND SUCH DIRECT, ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MONETARY REMEDY HEREUNDER. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, LOST PROFIT OR BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT, CONTRACT OR OTHERWISE.

#### ARTICLE 5: CHANGE IN LAW

5.1 Change in Law. If a Change in Law occurs, the Parties hereto agree to negotiate in good faith to amend this Agreement to conform to such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement. However, in no event will a Change in Law that changes in any respect the value of the Product, have any effect on the obligations of the Parties to purchase and sell the Product on the terms and at the Product Price set forth in this Agreement. If the Parties are unable, despite such good faith efforts, to amend this Agreement within fifteen (15) Business Days following commencement of such negotiations, either Party may terminate this Agreement with no further payment or performance obligations except for any such obligations that have accrued prior to such termination.

#### ARTICLE 6: MISCELLANEOUS

6.1 Assignment. Neither Buyer nor Seller shall assign this Agreement nor delegate any of its duties hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that either Party, without the consent of the other Party, may assign this Agreement to any of its affiliates provided that such assignee's creditworthiness shall be equal to or greater than that of the assignor; and provided further that Seller may assign this Agreement without the consent of Buyer as collateral security to any lender (and in connection therewith, Buyer shall execute and deliver to such lender a consent agreement in a form reasonably acceptable to Buyer). Any assignment in violation of this Section 6.1 shall be voidable at the sole discretion of the non-assigning Party.

6.2 Notices. All notices, must be in writing and delivered by hand delivery, United States mail, overnight courier service or email to the addresses set forth in the attached notice contact schedule.

6.3 General.

(a) This Agreement constitutes the entire agreement between the Parties relating to its subject matter. Any prior agreement or negotiation between the Parties with respect to the subject matter hereof is superseded.

(b) No amendment or modification hereto or to any written Confirmation Letter is enforceable unless in writing and executed by both Parties.

(c) The waiver by either Party of a default or a breach by the other Party will not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach will not operate as a waiver of any default or breach.

(d) Except as provided in a writing or pursuant to Section 6.3, if any provision hereof is, for any reason, determined to be invalid, illegal, or unenforceable in any respect, the Parties will negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions that will, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions hereof will, as so amended, modified, or supplemented, or otherwise affected by such action, remain in full force and effect.

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

6.4 Performance Assurance. Should either Party have reasonable grounds to believe that the creditworthiness of the other Party has become unsatisfactory or the ability of the other Party to perform its obligations under this Agreement has become impaired, then the dissatisfied Party (the "Requesting Party") may demand in writing, with reasonable supporting explanations of the reason for such demand, that the other Party (the "Posting Party") provide assurance of its ability to perform its obligations hereunder in an amount determined by the Requesting Party in its commercially reasonable discretion. Such assurance may include (i) posting of a letter of credit in favor of the Requesting Party by an issuing bank reasonably acceptable to the Requesting Party, (ii) posting of cash collateral with the Requesting Party, or (iii) providing other security reasonably acceptable to the Requesting Party. The Posting Party shall provide such assurance within two (2) Business Days following such written demand.

6.5 Confidentiality. Neither Party will disclose the terms or conditions this Agreement to a third party (other than the Party's employees, guarantor, lenders, counsel, accountants, agents or advisors who have a need to know such information and have agreed to or otherwise have an obligation to keep such terms confidential) except:

- (a) In order to comply with any applicable law or regulation, or request of any regulatory agency having jurisdiction over the Party and requesting the confidential information in the ordinary course of business or
- (b) In connection with any court or regulatory proceeding

6.6 Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of New York without giving effect to any conflict of law principles that would apply the laws of any other jurisdiction.

6.7 Dispute Resolution. Any dispute or claim arising out of or related hereto or any breach thereof or any need for interpretation related to any dispute arising out of or related hereto will be settled by binding arbitration administered by the American Arbitration Association, by an arbitrator chosen by both Parties. In the event of a disagreement, the arbitrators chosen by each Party will select a third arbitrator to arbitrate the issue.

6.8 Force Majeure. If a Party is prevented or delayed in its performance of any of its obligations under this Agreement by a Force Majeure Event (as defined above), that Party's performance of such obligations shall be suspended during the existence of such Force Majeure Event, provided that the Party invoking Force Majeure shall use reasonable efforts to mitigate the effect of a Force Majeure event. Where a Force Majeure Event results in suspension by the Party invoking the Force Majeure Event of any obligation under this Agreement, such obligation may be postponed, until the suspension of the obligations is no longer required as a result of the Force Majeure Event.

###

**NOTICE SCHEDULE**

**Seller:**

Attn:  
Address:  
Phone: 4022285200  
Email: [ttempelmeyer@beatrice.ne.gov](mailto:ttempelmeyer@beatrice.ne.gov)

**PAYMENTS:**

By Wire & ACH:  
Company:  
Bank:  
Routing Number:  
Account #:

**Buyer:**

ACT Commodities Inc.  
Attn: Operations  
437 Madison Avenue, Floor 17  
New York, NY 10022  
Phone: (212)803-1500  
Email: [OperationsUSA@actcommodities.com](mailto:OperationsUSA@actcommodities.com)  
With Copy to: [ACT\\_USA\\_Legal@actcommodities.com](mailto:ACT_USA_Legal@actcommodities.com)

**INVOICES:**

ACT Commodities Inc.  
Attn: Operations  
437 Madison Avenue, Floor 17  
New York, NY 10022  
Phone: (212) 803-1500  
Email: [OperationsUSA@actcommodities.com](mailto:OperationsUSA@actcommodities.com)  
With Copy to: [ACT\\_USA\\_Legal@actcommodities.com](mailto:ACT_USA_Legal@actcommodities.com)

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

**WHEREAS**, the City of Beatrice, Nebraska (“City”) has contracts for capacity and energy requirements through 2030; and

**WHEREAS**, the City needs to secure capacity and energy beyond 2030; and

**WHEREAS**, in 2024 the City retained 1898 Co., a part of Burns & McDonnell Engineering Company, to conduct a Site Selection Study to evaluate potential locations for the development of a natural-gas fired electric generation facility; and

**WHEREAS**, in 2025 the City retained HDR, Inc. (“HDR”) to evaluate available generating equipment, propose a strategy for equipment procurement and construction, identify expected project permitting needs, develop a preliminary risk matrix, and develop a high-level project schedule; and

**WHEREAS**, on or about February 17, 2026, the City committed to pursuing the next steps in the construction of a natural-gas fired electric generation facility which include identifying partners to provide economies of scale, develop ownership structure and purchase power agreements (“PPA”), and work with HDR to prepare bid documents for major equipment.

**WHEREAS**, the City desires to enter into an agreement with HDR to retain HDR 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.

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

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Agreement with HDR, Inc., and any and all other documents necessary, to retain 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. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

# Exhibit "A"

HDR's proposed scope has been broken down into Tasks for specific scope areas. The following table outlines the Tasks. A detailed description of activities, deliverables and key understanding for each Task is included in this section.

## SCOPE OF SERVICES OUTLINE:

Task 200.1	Project Management
Task 200.2	Owner Furnished Equipment (OFE) Procurement Support
Task 200.3	Preliminary Engineering
Task 200.4	Air Permitting Support
Task 200.5	Additional Environmental Permitting and Agency Interaction
Task 200.6	Natural Gas Pipeline Support
Task 200.7	OFE Design Review Support
Task 300.1	EPC Contract Document Development
Task 300.2	EPC Contract Bidding, Evaluation, and Negotiations
Task 300.3	EPC Design Phase Services
Task 300.4	EPC Construction Phase Services
Task 400	Additional Services

## DETAILED SCOPE OF SERVICES:

### Task 200.1 – Project Management

- Objectives:**
- Effectively plan and manage internal resources.
  - Provide the City information on project performance.

- HDR Activities:**
- Develop and manage overall project schedule and budget using project controls tools.
  - Manage HDR's internal team resources.
  - Submit monthly invoices and progress reports to the City.
  - Develop and periodically update project schedule.
  - Perform administrative functions including consultation, arranging meetings, documenting meeting minutes, documenting stakeholder communications, filing/storing project information and providing progress reports on a regular basis.

- Anticipated Meetings:**
- All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.
  - Project kickoff meeting attended by three (3) HDR personnel at the City's offices.
  - Bi-weekly coordination meetings attended by two (2) HDR personnel.

- Task Deliverables:**
- Monthly invoices and progress reports.

- Information and Services Provided by Others:**
- The City to indicate information and format desired in monthly reports.
  - OFE suppliers, EPC contractor, the City, and other contractors to supply schedule and cost information to HDR in formats suitable for incorporation into HDR's documents.

- Key Understandings and Assumptions:**
- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).
  - HDR has based their proposal on providing 9 months of services

(beginning in April 2026 and ending in December 2026). Changes in the duration of the project will require this to be revised.

## Task 200.1 – Owner Furnished Equipment (OFE) Procurement Support

<b>Objectives:</b>	<ul style="list-style-type: none"><li>– Issue bidding documents for procurement of OFE through one-step procurement process.</li><li>– Provide clarifying information to bidders during proposal response period.</li><li>– Evaluate proposals received from bidders.</li><li>– Provide recommendations to the City for major equipment supply contracts.</li></ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"><li>– Develop and issue RFPs to qualified major equipment vendors for procurement of generating equipment and GSU transformers.</li><li>– Develop evaluation matrix for bidders of each procurement package.</li><li>– Provide technical support and assistance for contract negotiations for purchase of OFE.</li><li>– Issuance of bid questions and clarifications to achieve confirmation of bidder's scope, schedule and pricing for each bid package.</li><li>– Preparation of a bid evaluation report with recommendation letter for each bid package.</li><li>– Participation in contract negotiations for each bid package.</li><li>– Development of "final conformance" contract language for each bid package.</li><li>– Assist the City in preparation of contract award documents.</li></ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"><li>– All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li><li>– One (1) meeting attended by four (4) HDR personnel to review draft generating equipment procurement.</li><li>– One (1) meeting attended by four (4) HDR personnel to review draft GSU transformer procurement.</li><li>– Two (2) pre-bid meetings attended by two (2) HDR personnel. One (1) meeting is anticipated for each bid package.</li><li>– Four (4) negotiations meetings attended by four (4) HDR personnel at the City's offices.</li></ul>
<b>Task Deliverables:</b>	<ul style="list-style-type: none"><li>– Draft and final RFPs.</li><li>– Summary of information (a bid tabulation) received from bidders for each bid package.</li><li>– Detailed evaluation matrices and letters of recommendation for each bid package.</li></ul>
<b>Information and Services Provided by Others:</b>	<ul style="list-style-type: none"><li>– The City to supply proposed contract Terms and Conditions in electronic format. HDR will incorporate these with technical documents.</li><li>– The City will issue RFP documents to vendors.</li><li>– The City to provide comments to HDR on draft documents.</li></ul>
<b>Key Understandings and Assumptions:</b>	<ul style="list-style-type: none"><li>– All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).</li><li>– HDR anticipates using a one-step procurement process. Bidding</li></ul>

documents issued to equipment bidders will request qualifications/experience, technical, and commercial information to be submitted with proposal.

- It is anticipated that CT and RICE bidders will be asked to provide a proposal option which includes a long term service agreement (LTSA).
- RFPs to include scope of work, specifications, conceptual drawings, and required technical submittals from vendors for purchase of major equipment.
- Detailed evaluation matrices and letters of recommendation will be provided after HDR and the City have discussed information submitted by bidders and after any negotiation meetings.
- HDR is assuming a total of two (2) procurement packages.
  - The first package will be used for procurement of generating equipment – allowing for bidders to propose RICE equipment or aeroderivative simple-cycle CT equipment with an anticipated plant size of 100-200 MW.
  - After the type of generating equipment has been selected, a second package will be used for procurement of the GSU transformers.
  - It is assumed that one generating technology will be selected by the City and one type of transformer will be needed.

### Task 200.3 – Preliminary Engineering

**Objective:** – Develop technical information required for EPC specification development and permitting activities.

**HDR Activities:**

- Confirm technical project information developed during Task 100 activities (3/2/2026 Report). This includes conceptual general arrangement (GA) drawings, conceptual heat balances, overall electrical one-line diagrams, and preliminary process and information diagrams (P&IDs).
- Develop technical information to be used for permitting activities.
- Develop division of responsibility/scope of supply (DOR/SOS) matrix for EPC contract.
- Define requirements associated with site utilities.
- Develop work scope and technical bid package for preliminary geotechnical site investigations.
- Develop work scope and technical bid package for preliminary site surveys.

**Anticipated Meetings:**

- All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.
- Two (2) coordination meetings attended by four (4) HDR personnel.

**Task Deliverables:**

- Conceptual GA drawings, heat balances, one-line diagrams, and preliminary P&IDs.
- Draft and Final DOR/SOS.
- Draft and Final work scope and technical bid package for geotechnical site investigations.
- Draft and Final work scope and technical bid package for site surveys.

**Information and Services** – HDR will provide the City with technical information to supply to

- Provided by Others:**
- potential bidders regarding information needed, but the City will execute and hold a direct contract for geotechnical work. This will be outside of HDR's scope of services.
  - HDR will provide the City with technical information to supply to potential bidders regarding information needed, but the City will execute and hold a direct contract for site survey work. This will be outside of HDR's scope of services.
  - The City to provide HDR with geotechnical and site survey data received by selected contractors.

- Key Understandings and Assumptions:**
- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).
  - The anticipated level of design on technical project information drawings is conceptual; it will not be suitable for construction. Detailed design tasks will be performed by EPC contractor as the Engineer of Record (EOR).
  - DOR/SOS document will list anticipated project components and note which parties will be responsible to engineer, procure, and install them. It will be produced in a DOCX document for including in an EPC RFP.

## Task 200.4 – Air Permitting Support

- Objectives:**
- Prepare Prevention of Significant Deterioration (PSD) air quality construction permit applications for the project site.
  - Assist the City in obtaining favorable permits for operational and compliance purposes.

- HDR Activities:**
- Prepare PSD Permit Application Preparation
    - Prepare emissions calculations for each facility.
    - Based on the resulting emission calculations, HDR will compare the total project stationary source emissions of each site with Prevention of Significant Deterioration (PSD) major source and significant emission rate (SER) thresholds to determine which pollutants trigger PSD review.
    - HDR assumes that each site will be a major stationary source or a major modification for PSD permitting purposes. For each PSD-regulated pollutant with project total stationary source emissions above the significant emissions increase levels defined in the Nebraska Administrative Code Title 129, Chapter 19, Section 010, HDR will complete a Best Available Control Technology (BACT) analysis using EPA's top-down BACT guidance.
    - For GHG emissions (primarily CO<sub>2</sub>), HDR proposes to take a qualitative approach for all gas-fired emission units. HDR is not proposing to develop or present costs for carbon capture and sequestration (CCS) implementation. Further, HDR proposes to make a case for BACT on combustion units being periodic tuning and other recommended maintenance of equipment to optimize combustion.
    - For BACT on criteria pollutants other than the PM species and SO<sub>2</sub>, HDR assumes that the top effectiveness feasible emission control technology will be used for all units where this case can

be made. For any emission units for which a cost analysis (\$/ton removed) is needed to justify less than the top level of control, HDR assumes that the City's equipment supplier or EPC contractor will provide capital and O&M costs for control equipment deemed technically feasible for the affected emission units.

- Once preliminary emission rates are defined, HDR will conduct preliminary dispersion modeling analyses for near-field ambient air receptors using the latest EPA version of the AERMOD model. Based on the distance of the Beatrice area from the nearest Class I areas no modeling of Class I increment or other impacts is expected to be required.
  - While some data (e.g., meteorological data) and preliminary protocol discussions will be needed with Nebraska Department of Water, Environment, and Energy (NDWEE) prior to conducting the preliminary analysis, the goal of this analysis is to help the City determine, in advance of submitting a full protocol for the agency's approval, that the proposed design and emission factors can result in a demonstration of compliance with National Ambient Air Quality Standards (NAAQS) and PSD Class II allowable increments. After the preliminary modeling determines a design compliance scenario, a complete dispersion modeling protocol will be prepared and submitted for review and approval by NDWEE.
  - Upon receiving agency approval of the submitted modeling protocol, HDR will finalize the dispersion modeling to incorporate any changes required by the agency.
  - HDR will review New Source Performance Standards (NSPS) and National Emissions Standards for Hazardous Air Pollutants (NESHAPS) to determine which of these standards potentially apply to the project emission units. HDR will provide, for inclusion in the permit application, a brief summary of requirements for each potentially applicable NSPS and NESHAPS, and describe why the requirement does or does not apply to the proposed project.
  - HDR will complete the PSD air quality construction permit application by preparing an executive summary, introduction section, project description section, emissions and applicable requirements summary, BACT analysis, air quality analysis, additional impacts section, emissions calculation spreadsheets, and appropriate permit application forms. A draft permit application will be provided to the City for review. HDR will incorporate the City's comments as appropriate and provide final hard copies of the full document for the City's records and for the City's signature and submission to either NDEE or OAQC.
- Draft PSD Permit Review and Comment Preparation
- Prior to the official public notice and comment period for the draft PSD permit, HDR will request and review pre-draft permit and provide the City with suggested corrections and revisions to minimize the permit's impacts on operations and compliance demonstration burdens.
  - HDR will also review the draft permit put out on public notice and

provide the City with suggested corrections and revisions (including any not addressed in the pre-draft review stage).

**Anticipated Meetings:**

- All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.
- One (1) pre-application meeting with NDWEE to discuss the project and planned permitting approach attended by three (3) HDR personnel. It is anticipated that this meeting will occur before HDR has performed significant permitting activities. It is anticipated that this meeting will occur in-person in Lincoln, NE.
- Three (3) meetings with the City attended by three (3) HDR personnel to discuss draft permit information.

**Task Deliverables:**

- Preliminary air dispersion modeling results and recommendations (if any are needed) for design changes.
- Air dispersion modeling protocol to the City for review and NDWEE for review and approval.
- Draft PSD air quality construction permit application.
- Final PSD air quality construction permit application for the City signature and submittal.
- Comments and recommended edits to pre-draft and draft PSD permit.
- Comments and recommended edits to the air quality portions of the performance test plan.
- Air quality section of the performance test results summary report.

**Information and Services Provided by Others:**

- Emission guarantees, operational and stack parameters, and plant layout will be provided by the EPC contractor and/or OFE suppliers.
- Equipment performance data from OFE vendors and EPC Contractor.
- Nearby stationary sources required to be included in the air dispersion modeling analysis will be provided by NDWEE.
- Meteorological data for running AERMOD will be provided ready for use by NDWEE.

**Key Understandings and Assumptions:**

- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).
- It is assumed that the air permitting authority will be the NDWEE.
- Preconstruction ambient air and/or meteorological monitoring will not be required for conducting the air quality modeling analyses.
- For developing a compliance scenario, it is assumed that up to three sets of AERMOD model runs (all years, all pollutants as needed) are adequate to determine a compliance scenario. Additional runs to assess changes in design and emission rates can be provided at our standard billing rates to be used for the in-scope efforts described above.
- Satisfying additional agency requests for information (beyond a determination of application completeness), participation in public meetings, responding to public comments, or negotiating permit terms are outside of this scope of services. HDR can provide this type of assistance to the City if requested by the City, but it is not included in this scope of work.
- All permit application fees will be paid by the City.

## Task 200.5 – Additional Environmental Permitting and Agency Interaction

<b>Objectives:</b>	<ul style="list-style-type: none"><li>– Confirm preliminary permitting matrix developed during Task 100 activities (3/2/2026 Report).</li><li>– Coordinate with the City to obtain agency reviews and/or approvals relating to applicable laws, statutes, regulations and codes of regulating entities.</li><li>– Support the City in developing the Southwest Power Pool (SPP) Generation Interconnection Agreement Request submittals with respect to facility scoping and construction review.</li><li>– Support the City in developing documents for approval from the Nebraska Power Review Board (PRB).</li></ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"><li>– Review preliminary permitting matrix. Update as needed.</li><li>– Provide data to the City related to SPP Generation Interconnection Request.</li><li>– Coordinate and supply OFE vendor data to support SPP analyses during the interconnection process</li><li>– Supply supporting data to the City for NE PRB approval process.</li></ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"><li>– All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li><li>– Four (4) meetings attended by two (2) HDR team members.</li></ul>
<b>Task Deliverables:</b>	<ul style="list-style-type: none"><li>– Supporting vendor and contractor data for initial and updated SPP electrical interconnection application document for each project site.</li></ul>
<b>Information and Services Provided by Others:</b>	<ul style="list-style-type: none"><li>– Equipment performance data from OFE vendors as well as EPC for SPP electrical interconnection application</li></ul>
<b>Key Understandings and Assumptions:</b>	<ul style="list-style-type: none"><li>– All permit application fees will be paid by the City, including all SPP costs.</li><li>– No Section 404 Clean Water Act or Section 408 approvals will be required.</li><li>– No federal nexus to the project exists that would invoke Section 106 of the Historic Preservation Act or Section 7 of the Endangered Preservation Act.</li><li>– No local planning and zoning permits will be needed (change in zone, variance, or special use).</li><li>– The water source at the project site will be connection to the City's municipal potable water system.</li><li>– The permitting matrix will clarify the division of responsibility for permitting activities, and this will be incorporated into the EPC contract.</li></ul>

## Task 200.6 – Natural Gas Pipeline Support

<b>Objectives:</b>	<ul style="list-style-type: none"><li>– Assist the City with securing a contract for natural gas supply to site.</li><li>– Provide clarifying information to bidders during proposal response period.</li></ul>
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	<ul style="list-style-type: none"> <li>– Evaluate proposals received from bidders.</li> <li>– Provide recommendations to the City for gas supply contract.</li> </ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"> <li>– Develop and issue RFP to potential natural gas suppliers.</li> <li>– Develop evaluation matrix for bidders of each procurement package.</li> <li>– Provide technical support and assistance for contract negotiations of natural gas supply contract.</li> <li>– Issuance of bid questions and clarifications to achieve confirmation of bidder's scope, schedule and pricing.</li> <li>– Preparation of a bid evaluation report with recommendation letter for bid package.</li> <li>– Participation in contract negotiations for bid package.</li> <li>– Development of "final conformance" contract language for bid package.</li> <li>– Assist the City in preparation of contract award documents.</li> </ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"> <li>– All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li> <li>– One (1) meeting attended by two (2) HDR personnel to review draft RFP.</li> <li>– One (1) pre-bid meeting attended by two (2) HDR personnel.</li> <li>– One (1) negotiations meetings attended by two (2) HDR personnel at the City's offices.</li> </ul>
<b>Task Deliverables:</b>	<ul style="list-style-type: none"> <li>– Draft and final RFP.</li> <li>– Summary of information (a bid tabulation) received from bidders.</li> <li>– Detailed evaluation matrices and letters of recommendation.</li> </ul>
<b>Information and Services Provided by Others:</b>	<ul style="list-style-type: none"> <li>– The City to supply proposed contract Terms and Conditions in electronic format. HDR will incorporate these with technical documents.</li> <li>– The City will issue RFP documents to vendors.</li> <li>– The City to provide comments to HDR on draft documents.</li> </ul>
<b>Key Understandings and Assumptions:</b>	<ul style="list-style-type: none"> <li>– All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).</li> <li>– HDR anticipates using a one-step procurement process. Bidding documents issued to potential bidders will request qualifications/experience, technical, and commercial information to be submitted with proposal.</li> <li>– RFP to include scope of work, specifications, conceptual drawings, and required technical submittals from bidders for supply of natural gas.</li> <li>– Detailed evaluation matrix and letter of recommendation will be provided after HDR and the City have discussed information submitted by bidders and after any negotiation meetings.</li> </ul>

## Task 200.7 – OFE Design Review Support

<b>Objectives:</b>	<ul style="list-style-type: none"> <li>– Review design information provided by OFE suppliers for conformance with contract documents.</li> </ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"> <li>– Review submittals provided by OFE suppliers. Coordinate review by</li> </ul>

the City. Provide consolidated responses to OFE suppliers on submittals.

- Download and maintain a log of all transmittals received from OFE supplier.
- Maintain a database/spreadsheet tracking comments provided to OFE suppliers and the responses received.

**Anticipated Meetings:**

- All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.
- One (1) kickoff meeting attended by four (4) HDR personnel related to procurement of generation equipment. Meeting is anticipated to be at the offices of the equipment supplier, within the United States of America.
- One (1) kickoff meeting attended by three (3) HDR personnel related to procurement of GSU transformers. Meeting is anticipated to be at the offices of the equipment supplier, within the United States of America.
- Regular design review meetings with OFE suppliers.

**Task Deliverables:**

- Design review comments on OFE submittals.
- Comment tracking database/spreadsheet will be maintained and regularly shared with the City.

**Information and Services Provided by Others:**

- The City to provide comments on the OFE submittals within the contractually allowed timeframes.

**Key Understandings and Assumptions:**

- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).
- HDR anticipates the EPC contract will include leading the technical administration of OFE submittals. Once the EPC contract is in place, HDR will transition out of the lead role in reviewing and responding to OFE submittals, and the EPC Contractor will lead these activities. HDR will continue to provide review comments on OFE submittals through the EPC contractor back to the OFE suppliers.

PRICING FOR TASKS 300.1 through 400 WILL BE DETERMINED AT A LATER TIME IN THE PROJECT (TARGETED Q4 OF 2026).

### Task 300.1 – EPC Contract Document Development

<b>Objectives:</b>	<ul style="list-style-type: none"><li>- Pre-qualify EPC construction contractors.</li><li>- Issue bidding documents for EPC construction contract.</li></ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"><li>- Develop RFQ for EPC Contractors.</li><li>- Develop and issue RFP to qualified EPC Contractors.</li><li>- Develop evaluation matrix for bidders.</li></ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"><li>- All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li><li>- One (1) meeting to review draft RFQ attended by two (2) HDR personnel.</li><li>- One (1) meeting to review draft RFP attended by two (2) HDR personnel.</li></ul>
<b>Task Deliverables:</b>	<ul style="list-style-type: none"><li>- Draft and final RFQ.</li><li>- Draft and final RFP.</li></ul>
<b>Information and Services Provided by Others:</b>	<ul style="list-style-type: none"><li>- The City to supply proposed contract Terms and Conditions in electronic format. HDR will incorporate these with technical documents.</li><li>- The City to issue RFQ and RFP to bidders. HDR to supply bidding documents to the City.</li></ul>
<b>Key Understandings and Assumptions:</b>	<ul style="list-style-type: none"><li>- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).</li><li>- HDR anticipates using a two-step procurement process. Step one involves pre-qualifying vendors based on technical and commercial items. Step two involves a priced quotation with specific performance information.</li><li>- RFQ will request technical, financial, and managerial qualifications to perform the anticipated EPC work.</li><li>- RFP to include scope of work, specifications, drawings, and required technical submittals from vendors for purchase of major equipment.</li><li>- Although not included in this scope of services, an additional task that may benefit the City and the project would be for HDR to develop interest in the marketplace by hosting potential EPC contractors to present their capabilities and to explain the project to the prospective contractors. This could be provided for an additional fee, if requested by the City.</li></ul>

### Task 300.2 – EPC Contract Bidding, Evaluation, and Negotiations

<b>Objectives:</b>	<ul style="list-style-type: none"><li>- Provide clarifying information to bidders during proposal response period.</li><li>- Evaluate proposals received from bidders.</li></ul>
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	<ul style="list-style-type: none"> <li>– Provide recommendations to the City for EPC construction contract.</li> </ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"> <li>– Provide technical support and assistance for contract negotiations for EPC contract.</li> <li>– Issuance of bid questions and clarifications.</li> <li>– Preparation of a bid evaluation report with a shortlist recommendation letter for EPC bid package.</li> <li>– Confirmation of bidder' scope, schedule and pricing for EPC bid package.</li> <li>– Participation in contract negotiations for EPC bid package.</li> <li>– Development of "final conformance" contract language for EPC bid package.</li> <li>– Assist the City in preparation of contract award documents.</li> </ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"> <li>– All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li> <li>– One (1) EPC contract pre-bid meeting attended by two (2) HDR personnel. Meeting is anticipated to be at the City's offices.</li> <li>– Four (4) negotiation meetings attended by four (4) HDR personnel for the EPC construction contract. One (1) meeting is anticipated to occur at the City's offices.</li> </ul>
<b>Task Deliverables:</b>	<ul style="list-style-type: none"> <li>– Summary of information (a bid tabulation) received from bidders for each bid package.</li> <li>– Detailed evaluation matrices and letters of recommendation for each bid package.</li> </ul>
<b>Information and Services Provided by Others:</b>	<ul style="list-style-type: none"> <li>– The City to provide comments to HDR on bid tabulations.</li> </ul>
<b>Key Understandings and Assumptions:</b>	<ul style="list-style-type: none"> <li>– All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).</li> <li>– Detailed evaluation matrices and letters of recommendation will be provided after HDR and the City have discussed information submitted by bidders and after any negotiation meetings.</li> </ul>

### Task 300.3 – EPC Design Phase Services

<b>Objectives:</b>	<ul style="list-style-type: none"> <li>– Monitor the equipment vendors' and EPC contractor's progress for conformance with schedule and contract technical requirements.</li> <li>– Manage change requests from equipment vendors and EPC contractors.</li> <li>– Monitor and update project costs and schedule for EPC project, OFE, and Owner-reported costs.</li> </ul>
<b>HDR Activities:</b>	<ul style="list-style-type: none"> <li>– Document, process, route, review, coordinate and provide return comments, as required, for all contract submittals.</li> </ul>
<b>Anticipated Meetings:</b>	<ul style="list-style-type: none"> <li>– All meetings are anticipated to be conducted via Teams or a similar online meeting platform, unless noted otherwise.</li> <li>– Two (2) meetings per week attended by four (4) HDR personnel are anticipated for the EPC contract.</li> <li>– Two (2) meetings per month attended by four (4) HDR personnel are</li> </ul>

anticipated for CT/RICE supply contract.

- One (1) meeting per month attended by four (4) HDR personnel is anticipated for the GSU supply contract.

**Task Deliverables:**

- Notifications regarding submittals.
- Technical design and calculation reviews on submittals
- Review comments on document submittals (contractor and OEM; design and shop drawings).
- Review comments on monthly reports from EPC contract and OFE suppliers.

**Information and Services Provided by Others:**

- The City to provide comments on submittals from equipment vendors and EPC contractors in timely manner and consolidated fashion.

**Key Understandings and Assumptions:**

- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).
- Through the activities in Task 200.2, Task 300.1, and Task 300.2, the OFE vendors and EPC contractor will be required to provide lists of anticipated submittals. HDR will not generate a list of required submittals. HDR will monitor vendor and contractor compliance with these lists.

## Task 300.4 – EPC Construction Phase Services

**Objectives:**

- Observe construction progress at site.
- Coordinate activities and communication between the EPC contractor and the City's personnel.
- Witness key testing items.
- Monitor and verify construction progress.
- Monitor and update project costs and schedule EPC Project, OFE, and Owner-reported costs.

**HDR Activities:**

- Provide one (1) full-time, on-site construction manager (CM).
- Provide two (2) full-time, on-site construction resident project representative (RPR) to observe progress, verify quality of the work, provide technical assistance, provide and document responses to contractor questions and/or information requests, provide interpretation and clarification of technical documents, and coordinate field testing and/or inspections.
- Provide weekly construction reports documenting progress to date.
- Document, coordinate and process contract change orders as approved by the City. Assist the City in change order negotiations as required.
- Document, maintain and track all construction records including correspondence, transmittals, requests for information, change orders, invoices, etc.
- Review and verify accuracy of EPC contract invoices prior to payment.
- Develop a comprehensive performance test plan to verify contractual compliance. Coordinate, assist and monitor execution of the performance test plan including documentation of results. Provide the same services for any retesting required to achieve satisfactory results.

- Provide final, detailed site inspections to verify the conformity and completeness of the work with the requirements of the contract documents. Record, document and inform the contractor of any deviations requiring correction.
- Provide project close out services to finalize all project documentation and transfer project information to the City for permanent retention.
- Review and validation of change order requests
- Assistance in equipment and facility inspection and testing
- Provide reviews of commissioning and startup activities
- Performance test witnessing /validation
- Verification that record drawings reflect final construction
- Risk assessment /management
- Punchlist development
- Support of negotiations for settlements of outstanding contract and warranty issues

**Anticipated Meetings:**

- Regular construction progress meetings are anticipated at the project site. It is anticipated that the RPRs will attend these meetings as part of their normal job responsibilities.
- The HDR PM or a designee will attend monthly construction progress meetings at site.

**Task Deliverables:**

- Comments on contractor change order requests and invoices.
- Punchlists for remaining construction activity.
- Review of performance test plans prepared by EPC contractor.
- Analysis of performance test results.

**Information and Services Provided by Others:**

- EPC Contractor to provide project controls updates to HDR at least bi-weekly.
- EPC Contractor to provide office space for HDR's RPR(s).
- EPC Contractor to shall be responsible to document design changes on record drawings.
- EPC Contractor to maintain responsibility for distribution and management of submittals.

**Key Understandings and Assumptions:**

- HDR anticipates construction durations of eighteen (18) months with 40 hour work weeks. This includes all construction, start-up, and testing activities beginning with contractor mobilization and ending with demobilization.
- HDR has assumed \$\_\_\_\_\_ per month for expenses for a duration of eighteen (18) months during construction for each RPR and the CM.
- The HDR team will not be responsible for site safety and will not dictate means and methods of construction.
- The presence of HDR's RPR on site does not alter the contractor's responsibilities to perform in accordance with the contract documents.
- The RPR does not have authority to approve design changes. Design changes are the responsibility of the engineer of record.
- All deliverables will be provided in common electronic format (PDF, DOCX, XLSX, or similar).

## Task 400 – Additional Services

<b>Objectives:</b>	– Provide the City with additional professional services not specifically requested in the RFP for OE services.
<b>HDR Activities:</b>	– HDR can provide many professional services. Possible services anticipated for this project include, but are not limited to: <ul style="list-style-type: none"> <li>• Pro-actively marketing the project to vendor community</li> <li>• Balance of Plant (BOP) engineering and permitting work.</li> <li>• Power delivery design services</li> <li>• Strategic communication.</li> <li>• Real Estate Services.</li> </ul>
<b>Anticipated Meetings:</b>	– To be determined through discussions with the City.
<b>Task Deliverables:</b>	– To be determined through discussions with the City.
<b>Information and Services Provided by Others:</b>	– To be determined through discussions with the City.
<b>Key Understandings and Assumptions:</b>	– These services are not included in our proposed scope of services.

## COMPENSATION

<b>Details:</b>	– Compensation for services shall be provided on the basis of Time-and-Expenses. The estimated total below will not be exceeded without the City's approval.
	– The following is a breakdown of the hours and fee anticipated for this project.

		Estimated Labor Hours	Estimated Fee
Task 200.1	Project Management		
Task 200.2	Owner Furnished Equipment (OFE) Procurement Support		
Task 200.3	Preliminary Engineering		
Task 200.4	Air Permitting Support		
Task 200.5	Additional Environmental Permitting and Agency Interaction		
Task 200.6	Natural Gas Pipeline Support		
Task 200.7	OFE Design Review Support		
Task 300.1	EPC Contract Document Development		
Task 300.2	EPC Contract Bidding, Evaluation, and Negotiations		
Task 300.3	EPC Design Phase Services		
Task 300.4	EPC Construction Phase Services		
Task 400	Additional Services		
	<b>TOTALS</b>		

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

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

**WHEREAS**, Landmark Snacks, LLC, a Nebraska limited liability company (“Landmark”) owns property located in the City of Beatrice legally described as:

Lot One (1) Landmark Addition to the City of Beatrice, Gage County, Nebraska (the “Property”); and

**WHEREAS**, because the City is an MS4 community, Landmark is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property, which includes but is not limited to ditches, stormwater detention cells, and outlets; and

**WHEREAS**, said stormwater detention facilities will be constructed along the west property line of the Property and along Ridgeview Drive south of the Property and that said facilities will encroach onto property owned by the City; and

**WHEREAS**, the City and Landmark desire to enter into an agreement to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

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

**SECTION 1.** That the Mayor, City Clerk, and City Administrator are hereby authorized to execute 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. A copy of said Encroachment Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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

RESOLUTION PASSED AND ADOPTED this 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

**ENCROACHMENT AGREEMENT**

This Encroachment Agreement dated this \_\_\_ day of \_\_\_\_\_, 2026 is entered into by and between the City of Beatrice, Nebraska, a municipal corporation ("City"), and Landmark Snacks, LLC, a Nebraska limited liability company ("Landmark").

**RECITALS**

**WHEREAS**, the City is required by the Nebraska Department of Water, Energy, and Environment to comply with a Municipal Separate Storm Sewer System ("MS4"); and

**WHEREAS**, Landmark owns property located in the City of Beatrice legally described as:

Lot One (1) Landmark Addition to the City of Beatrice, Gage County, Nebraska (the "Property"); and

**WHEREAS**, because the City is an MS4 community, Landmark is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property, which includes but is not limited to ditches, stormwater detention cells, and outlets; and

**WHEREAS**, said stormwater detention facilities will be constructed along the west property line of the Property and along Ridgeview Drive south of the Property and that said facilities will encroach onto property owned by the City; and

**WHEREAS**, the City and Landmark desire to enter into an agreement to allow Landmark to encroach onto City-owned property for the purposes of constructing, maintaining, and repairing required stormwater detention facilities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

**1. REQUIRED FACILITIES.** Landmark acknowledges and understands that it is required to construct and maintain stormwater detention facilities in connection with the construction of an industrial building on the Property.

**2. ENCROACHMENT.** City and Landmark acknowledge and agree that the stormwater facilities required to be constructed and maintained by Landmark will be located along the west property line of the Property and along Ridgeview Drive, and that said facilities will encroach onto property owned by the City. A copy of Landmark's SWPPP is attached hereto and incorporated herein by reference as Exhibit "A".

**3. RIGHT TO ENTER.** City hereby grants to Landmark the right to enter onto its property for the sole purpose of constructing, maintaining, and repairing Landmark's stormwater detention facilities and only to the extent necessary to construct, maintain, and repair said facilities.

**4. CONSTRUCTION AND MAINTENANCE COSTS.** Landmark hereby acknowledges and agrees that all costs associated with the construction, maintenance, and repair of the stormwater detention facilities shall be borne solely by Landmark.

**5. MAINTENANCE AND REPAIRS.** Landmark hereby agrees that it shall be responsible for any damage to City-owned property, including but not limited to rights-of-way, utilities, landscaping, and other improvements, resulting from Landmark's construction, installation, maintenance, repair, or operation of its stormwater detention facilities. Landmark shall promptly repair, restore, or replace any such damaged property to a condition equal to or better than that which existed prior to the damage, as reasonably determined by the City. Repairs and maintenance shall include but are not limited to mowing and repairing damage caused by erosion.

All repair, restoration, and replacement work required under this provision shall be performed at Landmark's sole cost and expense and in accordance with all applicable standards, specifications, and permitting requirements. If Landmark fails to make the required repairs within a reasonable time after receiving written notice from the City, the City may perform or cause such repairs to be performed, and Landmark shall reimburse the City for all costs incurred in completing the work within thirty (30) calendar days of receipt of an invoice from the City.

Nothing in this provision shall limit the City's ability to pursue any other remedies available at law or in equity for damage to City property.

**6. INDEMNIFICATION.** Landmark agrees to indemnify and hold the City, their employees, officers, agents, contractors, and assigns harmless from any present or future liability for any of Landmark's injuries or damages in any way related to the construction, maintenance, or repair of the required stormwater detention facilities outlined herein, except, however, to the extent that such injuries or damages are proximately caused by the negligence or intentional misconduct of City, and shall defend, indemnify, and hold harmless the City from the Landmark's claims, demands, causes of action, lawsuits, strict liability claims, or loss, that may result from the construction, maintenance, or repair of the required stormwater detention facilities, except to the extent that such claims, demands, causes of action, lawsuits, strict liability claims or loss are proximately caused by the negligence or intentional misconduct of City.

**7. BREACH AND CURE.** Failure of either party to this Agreement to abide by any provision set forth herein shall constitute a breach of this Agreement. In such event, the non-breaching party may provide written notice to the breaching party describing the breach. The breaching party shall rectify, cure, or refute within thirty (30) calendar days. If the breaching party fails to rectify, cure, or refute within thirty (30) calendar days, the non-breaching party may terminate

this agreement without notice. No forbearance to enforce the breach of any of the promises or covenants of this Lease shall be construed as a waiver of any succeeding breach of the same or any other covenant hereof.

**8. TERMINATION.** In addition to the termination proceedings set forth in Section 7 above, either party shall have the right to terminate this Agreement for any reason upon one hundred eighty (180) calendar days written notice to the other party.

**9. NOTICE OF AGREEMENT.** A Notice of Encroachment Agreement shall be filed with the Gage County Register of Deeds Office by the City upon the execution of this Agreement.

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

CITY OF BEATRICE, NEBRASKA,  
A Municipal Corporation

Chad Lottman, on behalf of  
Landmark Snacks, LLC, a Nebraska  
limited liability company,



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

\_\_\_\_\_  
Chad Lottman, Member

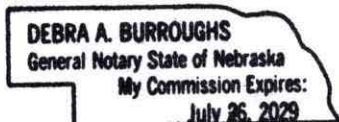
STATE OF NEBRASKA        )  
                                          ) ss:  
COUNTY OF GAGE         )

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

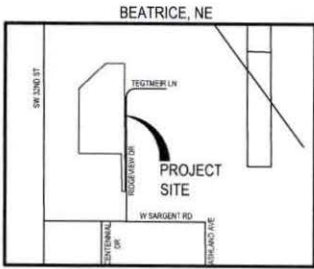
STATE OF NEBRASKA        )  
                                          ) ss.  
COUNTY OF GAGE         )

The foregoing instrument was acknowledged before me this 13 day of ~~February~~ <sup>March 2026</sup> 2026, by Chad Lottman, Member of Landmark Snacks, LLC, as his voluntary act and deed on behalf of Landmark Snacks, LLC.



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

THE BUREAU OF  
LANDS AND MINES  
DEPARTMENT OF THE INTERIOR  
WASHINGTON, D. C.



VICINITY MAP

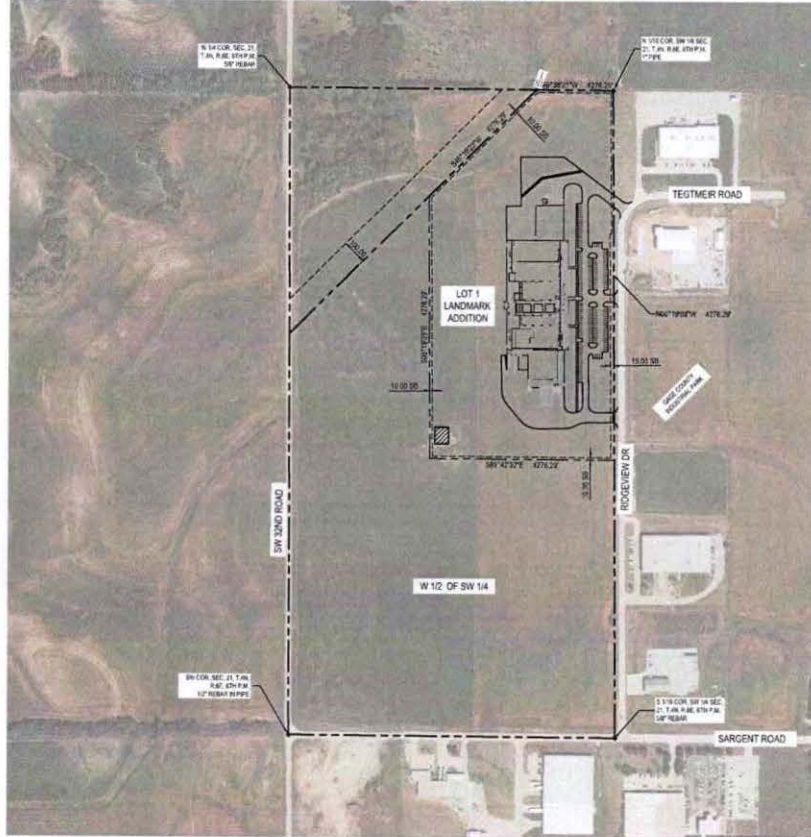
SHEET LIST TABLE	
Sheet Number	Sheet Title
C1.0	COVER
C2.0	TOPOGRAPHIC SURVEY & REMOVALS
C3.0	SWPPP NOTES
C3.1	SWPPP DETAILS
C3.2	PRE CONSTRUCTION-EROSION CONTROL
C3.3	PHASE I-EROSION CONTROL
C4.0	CUT FILL

# LANDMARK SNACKS

SWPPP

NPDES Tracking Number: CSW-202610283

Located in the W 1/2 of the SW 1/4 Section 21, Township 4 N, Range 6 E, of the 6th P.M. Beatrice, Gage County, Nebraska



**STORMWATER MANAGEMENT TEAM**

<b>DESIGN/ENGINEER</b> Chris Litwin Landmark Snacks 402.236.2588 chris.litwin@landmark.com	<b>INSPECTOR</b> TSL	<b>GENERAL CONTRACTOR</b> Shane Swain Ultimate Thermal 402.664.4539 shane@ultimatethermal.com
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SITE INFORMATION		
<b>EXISTING</b>	12/16/2027	CSW-202610283
<b>Estimate Start Date</b>	Estimate End Date	NPDES Name
<b>Project Name</b>	Landmark Snacks	Rogovos Drive & Sargent Street
<b>LANDMARK ADDITION</b>	Lot 1	Address
<b>Location Name</b>	BEATRICE	CITY
<b>AD ADDRESS</b>	W 1/2 OF SW 1/4 SECTION 21, T 4 N, R 6 E, 6TH P.M.	NEBRASKA
<b>Location</b>	Latitude	NEBRASKA
<b>Total Site Area (Acres)</b>	25.81	Estimated Permit Duration (Months)
<b>Disturbed Area (Acres)</b>	17.15	21
<b>Undisturbed Area (Acres)</b>	8.66	

**GENERAL NOTES**

1. ALL OPERATORS/CONTRACTORS must conform with the APPLICANT that any and all applicable governmental approvals have been received prior to the start of work.
2. BMP's may not be removed without INSPECTOR and applicable government approval.
3. The SWPPP documents (e.g., NRECAPDES, SWPPP-DM, SWPPP-AL, etc.) are essential and a requirement in one part is as binding as though occurring in all. The SWPPP documents are complementary. The documents describe and provide the correct SWPPP. The APPLICANT, INSPECTOR, and CONTRACTORS/OPERATORS may not take advantage of any approved SWPPP areas in emissions. The INSPECTOR shall verify the APPLICANT, DESIGNER, and CONTRACTORS/OPERATORS properly of any emissions or errors. The APPLICANT shall not allow the DESIGNER to make any corrections necessary to fulfill the overall intent of the SWPPP Documents (e.g., Grading Permit Modification Form). In the case of a discrepancy between parts of the SWPPP Documents, the most stringent requirement shall rule.

**GENERAL GRADING NOTES:**

1. Proposed contours represent the top of the proposed finished ground surface. The grading contractor shall make appropriate adjustments to determine the proper elevation for pavement subgrade.
2. Utilities are shown as a convenience for the contractor. The locations of all aerial and underground utility facilities may not be indicated on these plans. Underground utilities, whether indicated or not, will be located and flagged by the utility companies at the contractor's request. No excavation shall be permitted in the area of underground utilities until all facilities have been located and identified to the satisfaction of all parties, and then, only with extreme care to avoid any possibility of damage to the facilities.
3. The contractor shall be responsible for general reconstruction of any erosion control improvements disturbed by his operations. All disturbed erosion control improvements shall be fully reconstructed at the end of each working day prior to leaving the site. Positive drainage in all work areas shall be maintained in the condition the construction site was prior to contractor arrival.
4. All disturbed areas that will not be impacted by construction activity for 14 consecutive days shall be stabilized with temporary or permanent seeding and mulch.
5. Before leaving the site, the contractor shall remove all construction debris and temporary surfacing and restore all staging areas to their original state and grade and slope all areas for positive drainage.
6. Sediment and erosion control measures shall be maintained until seeding or sod has been established on upstream areas.
7. Soil compaction shall be completed in accordance with recommendations of the site geotechnical report prepared by Thane Geotech, Inc. dated January 28, 2026.
8. To the extent practicable, construction activity shall be limited to the limits of land disturbance shown. Existing ground cover shall be maintained beyond the limits of construction.
9. See C3.1 - SWPPP DETAILS for details of sediment and erosion control measures.

**BENCHMARK:**

**BENCHMARK #1:** CHEISEL "X" ON NORTH RIM OF STORM SEWER MANHOLE LOCATED SOUTH OF SITE, 2.5M S/W OF INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 280 RIDGEVIEW DRIVE.  
ELEV: 1325.64

**BENCHMARK #2:** CHEISEL "C" ON NORTH RIM OF WESTERLY STORM CURB INLET MANHOLE LOCATED 2.8M SOUTH OF INTERSECTION OF RIDGEVIEW DRIVE AND ACCESS ROAD TO 400 BILL STREET.  
ELEV: 1314.787

NPDES TRACKING NUMBER: CSW-202610283

NEBRASKA 811  
know what's below.  
Call before you dig.  
811

Rev	Date	Revision

**ULTIMATE THERMAL**  
Cold Storage Construction  
P.O. Box 3888, Omaha, Nebraska 68114  
Phone: 402.422.7217 Fax: 402.422.1218  
www.ultimatethermal.com

Drawn By: A.E. SHOVIN  
Date: 03/04/2026  
Job No.: 2025-264-001  
DATE: 03/04/2026

**CoA**  
I & A CONSULTING GROUP, INC.  
Representing Owners  
2077 N. S. Suite 400  
Lincoln, NE 68510  
Phone: 402.422.7217  
Fax: 402.422.1218  
www.iagc.org  
State of NE Certificate of Authorization #CA2008

**AVANT**  
4340 W. Douglas Rd. Suite 200  
Omaha, NE 68114  
402.422.9611

**LANDMARK SNACKS**  
NEW PRODUCTION FACILITY  
BEATRICE, NEBRASKA

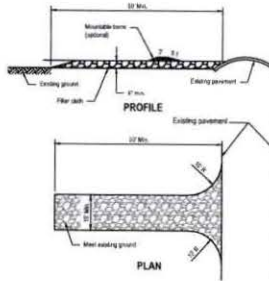
COVER

Sheet No. **C1.0**

Exhibit A



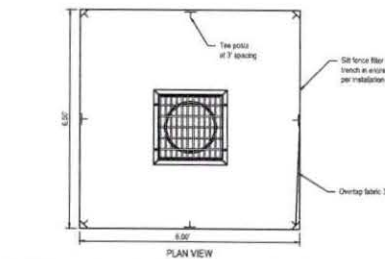




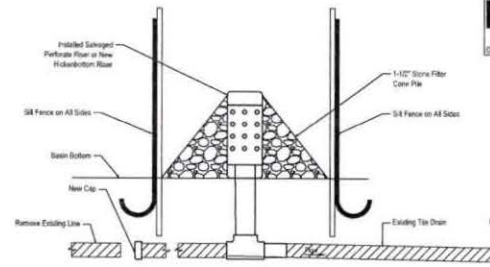
**STABILIZED CONSTRUCTION ENTRANCE**  
NOT TO SCALE

**NOTES**

- The water side shall be 2" diameter or a wider diameter as approved.
- Contractor to compact the soil to the depth required for the flow.
- The thickness of the stone shall be 4".
- The width of the construction entrance shall be 10' minimum, but in no case less than the width of the existing driveway and access road.
- The 10' wide entrance with the water side shall be 10' wide. The 2" diameter water side shall be a single length minimum 10'.
- All water side piping or structure beneath the construction entrance shall be approved across the entrance. If piping is structural, a minimum beam with 6" to 8" depth is required.
- The entrance shall be equipped in a condition which will prevent debris or blocks of material from public right-of-way. This may mean periodic cleaning with additional water to maintain surface and water prior to use. If any material used for this purpose will remain on site, compact, track, or washed into public right-of-way must be removed immediately.
- Track shall be cleaned to remove sediment or debris into public right-of-way after washing is complete. If the debris is not removed, the contractor shall be responsible for the debris.
- Periodic inspection and tested maintenance shall be provided after each use.



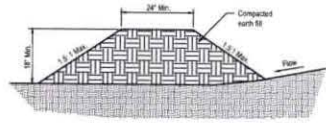
**SILT FENCE INLET PROTECTION FOR VERTICAL DRAINS**  
NOT TO SCALE



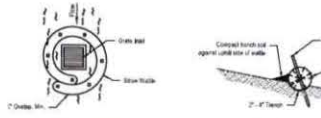
**NOTES**

- Temporary cover plate may be HDPE OR PVC.
- Discharge flow line of outlet pipe shall be the existing line down.

**TEMPORARY BASIN OUTLET DETAIL**  
NOT TO SCALE



**DIVERSION BERM**  
NOT TO SCALE



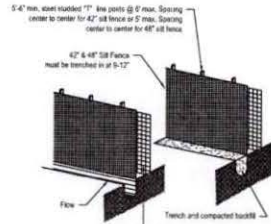
**INLET PROTECTION - PLAN VIEW**  
NOT TO SCALE

**NOTES**

- Install wattle on the center of a constant elevation.
- Secure wattle to 2\"/>

**WATTLE SECTION VIEW**  
NOT TO SCALE

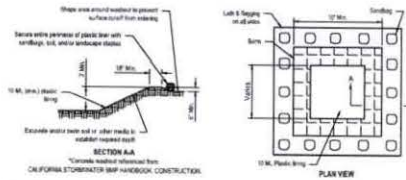
**STRAW WATTLE INSTALLATION DETAIL**  
NOT TO SCALE



**SILT FENCE**  
NOT TO SCALE

**NOTES**

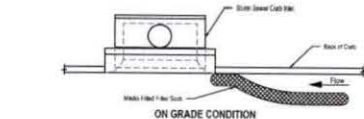
- Acceptable fill fence specifications: AOS (40' - 50' Slew), Water Flow Rate (20 gpm sq. ft. - 125 gpm sq. ft.), Tensile Strength (200 - 300 lbs. - 50' Wap or greater and Extension (5-25').
- On each new run of fill fence spray paint the beginning of the run with 1-20 and spray paint the end with the date of installation and LE of the run.
- Silt fence shall be securely fastened to each abut support post or to waver wire which is a bar attached to the steel fence posts. A maximum of 3 bars are required for each post. To be located in the top 12\"/>



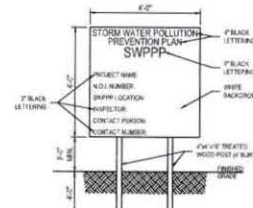
**CONCRETE WASHOUT**  
NOT TO SCALE

**NOTES**

- Temporary concrete washout facilities shall be located a minimum of 50' from water main lines, open drainage facilities, and structures. Each facility shall be located away from construction activities or areas to prevent exposure or staining.
- A sign shall be installed adjacent to each washout facility to inform nearby regulated operators to utilize the proper facilities.
- Temporary concrete washout facilities shall be constructed per manufacturer's instructions and such to contain all liquid and concrete waste generated by washout operations.
- Method of concrete waste shall be performed in designated areas only.
- Only concrete from new truck chutes shall be washed into concrete washout.
- Waste and discharge into designated material area or properly disposed in other.
- Concrete washout areas are restricted to the designated area and closed to traffic. No concrete shall be stored, removed, or disposed of nearby.
- Concrete washing shall be in the concrete yard.
- Each facility shall be a minimum of 10' from buildings, parking and shall be free of holes, leaks, or other defects that compromise the responsibility of the material.



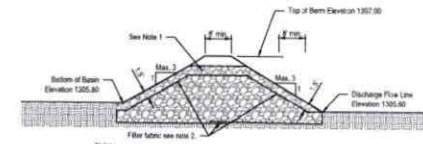
**SUMP CONDITION INLET SEDIMENT FILTER DETAIL**  
NOT TO SCALE



**NOTES**

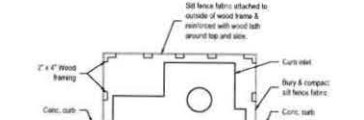
- Sign shall be constructed of rigid material, such as PL FRP OR OUTDOOR SIGN MATERIAL, LET LETTERING AND SIGN PANEL SHALL BE PROTECTED FROM THE ELEMENTS. SIGN SHALL BE LOCATED ON PUBLIC RIGHT OF WAY OR easement.
- Sign shall be located near the entrance to the SITE AND visible BY THE GENERAL PUBLIC AND SHALL NOT BE AN OBSTRUCTION OR SAFETY HAZARD.
- All PORTED DOCUMENTS MUST BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION AND WITH THE NOTICE OF TERMINATION IS FILED FOR THE PERMIT.
- CONTRACTOR IS RESPONSIBLE TO MAINTAIN THE SIGN THROUGHOUT CONSTRUCTION AND REMOVE SIGN COMPLETELY AFTER CONSTRUCTION.

**SWPPP SIGN DETAIL**  
NOT TO SCALE



**ROCK SILT BASIN OUTLET DETAIL**  
NOT TO SCALE

- The contractor shall use clean foundation coarse material for the spillway.
- The contractor shall use 1/2\"/>



**CURB INLET PROTECTION**  
NOT TO SCALE



THIS DOCUMENT IS THE PROPERTY OF LANDMARK SNACKS. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. ANY UNAUTHORIZED REPRODUCTION OR TRANSMISSION OF THIS DOCUMENT IS STRICTLY PROHIBITED AND WILL BE PUNISHED TO THE FULL EXTENT OF THE LAW. THE USER OF THIS DOCUMENT IS ADVISED THAT THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

Project No.	2025-264-001
Revision	03/04/2025
By	
Check	
Date	

**ULTIMATE THERMAL**  
Cold Storage Construction  
P.O. Box 3495, Omaha, Nebraska 68134  
Phone (402) 863-8511 Fax (402) 863-8511

Drawn By: B.L.P. DATE: 03/04/2025  
Checked: J.B. SPORNAN

**C&H**  
C&H CONSULTING GROUP, INC.  
2077 N. St. Sully 400  
Lincoln, NE 68510  
Phone: 402.422.2117  
Fax: 402.422.7218  
www.chg.com  
State of NE Certificate of Authorization #CA0009

**AVANT**  
13403 W. Dodge Rd. Suite 200  
Omaha, NE 68114  
402.493.9411



**LANDMARK SNACKS**  
NEW PRODUCTION FACILITY  
BEATRICE, NEBRASKA

**SWPPP DETAILS**

As-Built Drawings  
Construction Drawings  
Preconstruction Drawings

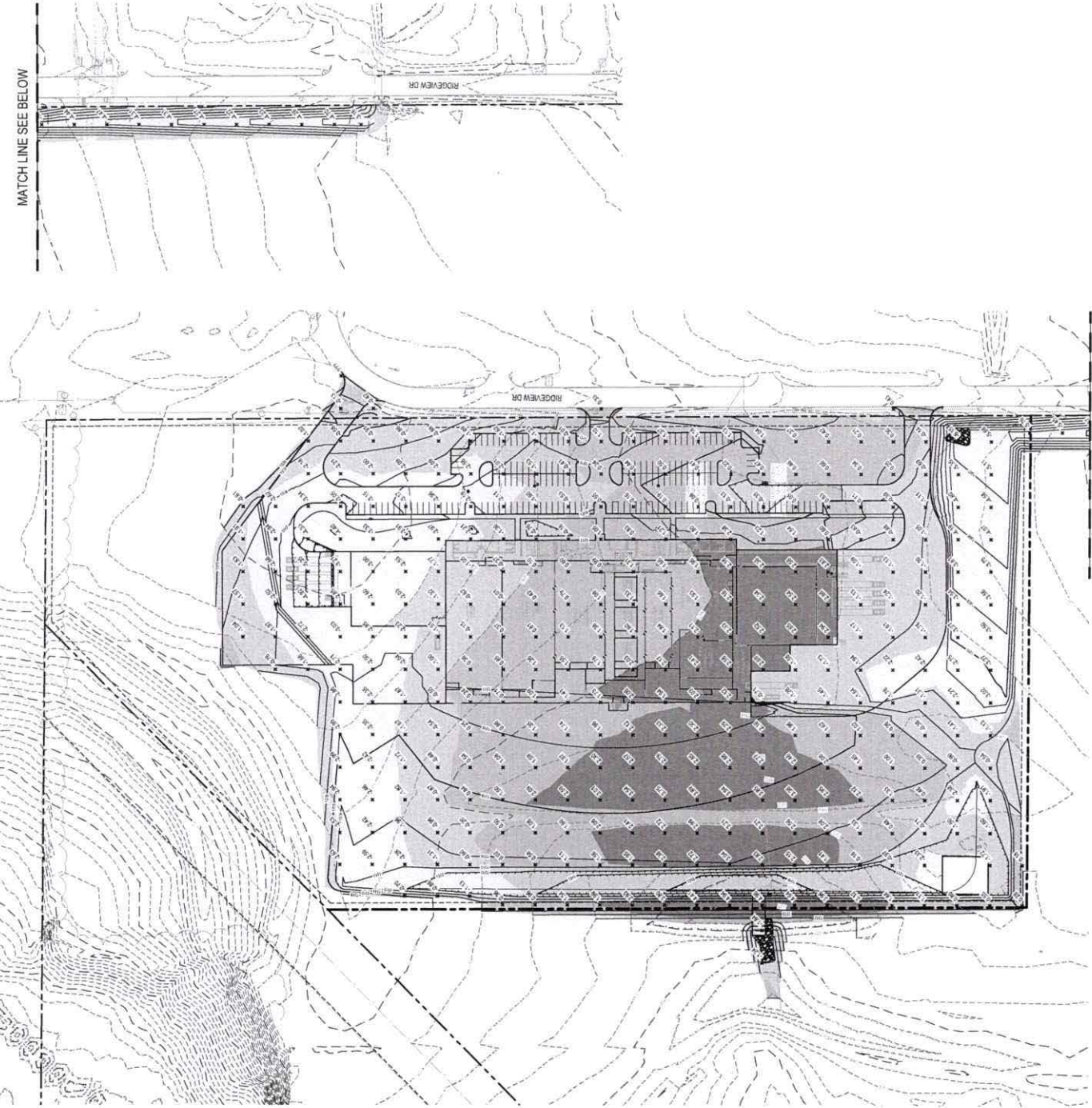
Sheet No: **C3.1**

**NPDES TRACKING NUMBER: CSW-202610283**

**BENCHMARK**  
BENCHMARK #1: CHIELED "Y" ON NORTH END OF STORM WATER MANHOLE LOCATED SOUTH OF SITE, 4.8 MI SW INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 2800 RIDGEVIEW DRIVE.  
ELEV: 1305.544  
BENCHMARK #2: CHIELED "Y" ON NORTH END OF WESTERLY STORM CURB INLET MANHOLE LOCATED WEST SOUTH OF INTERSECTION OF RIDGEVIEW DRIVE AND ACCESS ROAD TO 400 BELL STREET.  
ELEV: 1314.787







MATCH LINE SEE BELOW

MATCH LINE SEE ABOVE

										<b>LANDMARK SNACKS</b> <b>NEW PRODUCTION FACILITY</b> <b>BEATRICE, NEBRASKA</b> <b>CUT FILL</b>	
THIS DRAWING IS THE DESIGN OF BORROWERS OR HIS AGENTS. THE BORROWER'S RESPONSIBILITY IS TO VERIFY THE EXISTENCE OF UTILITIES AND TO OBTAIN NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE ENGINEER'S RESPONSIBILITY IS TO DESIGN THE FACILITY TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS AND STANDARDS OF THE PROFESSION. THE ENGINEER DOES NOT WARRANT THE ACCURACY OF THE INFORMATION PROVIDED BY THE BORROWER OR HIS AGENTS. THE ENGINEER'S LIABILITY IS LIMITED TO THE DESIGN OF THE FACILITY.		DATE: 03/04/2026 JOB NO: 2025-264-001 DRAWN BY: B.P.S.M. P.O. Box 3878 Omaha, Nebraska 68131 Phone: (402) 933-9311 Fax: (402) 933-9314		2027 N. 10th Street Omaha, NE 68102 Phone: (402) 462-7217 Fax: (402) 462-7217 Email: info@avant.com State of NE, Certificate # 0000000000 Expiration Date 03/03/2026		13445 W. 104th St. Suite 200 Omaha, NE 68146 (402) 473-9411 www.avant.com		PROJECT NUMBER: CSW-2026-10283		SHEET NO: <b>C4.0</b>	



**CUT/FILL LEGEND**

- Existing Line
- Proposed Project Line
- 1:1 Slope
- 2:1 Slope
- 3:1 Slope
- 4:1 Slope
- 5:1 Slope
- 6:1 Slope
- 7:1 Slope
- 8:1 Slope
- 9:1 Slope
- 10:1 Slope
- 12:1 Slope
- 15:1 Slope
- 20:1 Slope
- 25:1 Slope
- 30:1 Slope
- 40:1 Slope
- 50:1 Slope
- 60:1 Slope
- 75:1 Slope
- 100:1 Slope

Number	Minimum Elevation	Maximum Elevation	Color
1	-0.00	-2.00	Light Blue
2	-2.00	-4.00	Light Green
3	-4.00	-6.00	Light Yellow
4	-6.00	-8.00	Light Orange
5	-8.00	-10.00	Light Red

INDEXES TRACKING NUMBER: CSW-2026-10283

**BENCHMARK:**  
**BENCHMARK #1:** CHISEL TO NORTH OF STORM SEWER MANHOLE (LOCATED AT INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 260 RIDGEVIEW DRIVE).  
**ELEV:** 1165.54  
**BENCHMARK #2:** CHISEL TO NORTH OF INTERSECTION OF RIDGEVIEW MANHOLE LOCATED AMP SOUTH OF INTERSECTION OF RIDGEVIEW DRIVE AND EAST ACCESS ROAD TO 260 RIDGEVIEW DRIVE.  
**ELEV:** 1241.97

**ORDINANCE NUMBER 26-\_\_\_\_\_**

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

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

**SECTION 1.** It is hereby found and determined by the Mayor and City Council of the City of Beatrice, Nebraska, that:

- a. The tract of land and streets and highways located in Gage County, Nebraska, as hereinafter more particularly described, are urban and suburban in character and not agricultural and rural in character, and that the subject property is contiguous and adjacent to the corporate limits of said City;
- b. Police, Fire, snow removal, City water, sanitary sewer, and electric services are available as provided by law; and
- c. There is a unity of interest in the use of such parcel of land and streets, and highways with the use of lots, lands, streets and highways in the City and the community convenience and welfare and interest of said City will be enhanced through incorporating such parcel of land and streets and highways within the corporate limits of said City.

**SECTION 2.** That the boundaries of the City of Beatrice, Nebraska, be and hereby are extended to include within the corporate limits of said City the contiguous and adjacent parcel of land and streets and highways located in Gage County, Nebraska, more completely described as follows:

A tract of land located on a part of the Northeast Quarter of Section 29, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., City of Beatrice, Gage County, Nebraska and more particularly described as follows:

For the purpose of this legal description, the basis of bearings is the North line of the Northeast Quarter of said Section 29 having an assumed reference bearing of S 89°30'06" W.

Beginning at the Northeast Corner of said Section 29, thence westerly S 89°30'06" W, on the North line of the Northeast Quarter of said Section 29, 519.10 feet; thence southwesterly S 40°00'32" W, 131.10 feet; thence southwesterly S 35°04'57" W, 225.85 feet; thence easterly S 89°18'55" E, 204.56 feet, thence

southerly S 10°36'35" E, 274.39 feet; thence southeasterly S 24°33'38" E, 50.41 feet; thence southeasterly S 38°45'34" E, 63.38 feet; thence southeasterly S 47°31'17" E, 374.74 feet; thence southeasterly S 52°50'22" E, 173.09 feet, to a point of intersection on the East line of the Northeast Quarter of said Section 29; thence northerly N 00°04'35" E, on the East line of the Northeast Quarter of said Section 29, 1,012.37 feet, to the Northeast Corner of said Section 29, said Corner also being the True Point of Beginning.

**SECTION 3.** That both the Beatrice City Council and Planning and Zoning Commission have given notice and held public hearings regarding the inclusion of the addition within the corporate limits of Beatrice, Nebraska.

**SECTION 4.** That said parcel of land and streets and highways are hereby annexed to the City of Beatrice, Gage County, Nebraska.

**SECTION 5.** That upon the taking effect of this ordinance, the police, fire, and snow removal service of such City shall be furnished to the parcels of land and streets and highways herein annexed; and water service, sanitary sewer, and electric services are available as provided by law.

**SECTION 6.** That a certified copy of this ordinance together with a plat of such parcels of land be filed of record in the office of the Register of Deeds and County Assessor of Gage County, Nebraska.

**SECTION 7.** That if any subsection, sentence, clause or phrase of this Ordinance or the annexation of any tract of land, street, or highway by this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance since it is the express intent of the Mayor and City Council to enact each section, subsection, phrase, or clause separately.

**SECTION 8.** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9.** That this ordinance shall be in full force and effect from and after its passage, approval and publication in electronic form as provided by law.

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

Attest:

---

Erin Saathoff, MMC, City Clerk

---

Robert Morgan, Mayor



**Exhibit "A" Current City Limits**

**Inside City Limits**

**Outside City Limits**

**North**

West Sargent Street

Industrial Row

SW 32nd Road

Ridgeview Drive

Sec 29  
Town 4  
Rng 6E

004342000

004342000

011043212

011043204

011043206

011043214

011043207

011043215

011043209

011043213

011043200

011043216

011043210

011043203

011043202

011043211

011043201

004346000

004345000



**ORDINANCE NUMBER 26-\_\_\_**

An ordinance to amend 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 to add Chapter 16 to Article V of the Zoning Ordinance of the City of Beatrice, Ordinance Number 94-13, relating to Campus Overlay Districts; 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 505 of Article V of the Beatrice Zoning Code be and hereby is amended to read as follows:

**"505** Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application:

- a. **"Appeal"** means a request for a review of the Chief Building Inspector's interpretation of any provision of this article or a request for a variance.
- b. **"Appurtenant/Accessory Structure"** means a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principle structure.
- c. **"Area of Shallow Flooding"** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
- d. **"Base Flood"** means the flood having one percent chance of being equalled or exceeded in any given year.
- e. **"Basement"** means any area of the building having its floor subgrade (below ground level) on all sides.
- f. **"Campus"** means a contiguous physical area owned, leased, or otherwise controlled

by a single entity or institution to provide a master planned environment for charitable, educational, government, religious, and medical institutions.

- g. **"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
- h. **"Existing Construction"** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."
- i. **"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.
- j. **Expansion to an Existing Manufactured Home Park or Subdivision** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).
- k. **"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The usual and rapid accumulation of runoff of surface waters from any source.
- l. **"Flood Fringe"** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).
- m. **"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.
- n. **"Flood Insurance Study"** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.

- o. **"Floodplain"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").
- p. **"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- q. **"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
- r. **"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- s. **"Historic Structure"** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.
- t. **"Lowest floor"** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.
- u. **"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- v. **"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

- w. **"New Construction"** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- x. **"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- y. **"Overlay District"** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.
- z. **"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure is above ground.
- aa. **"Recreational Vehicle"** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- bb. **"Special Flood Hazard Area"** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.
- cc. **"Start of Construction"** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the

building.

- dd. **"Structure"** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
- ee. **"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- ff. **"Substantial Improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- gg. **"Variances"** is a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.
- hh. **"Violation"** means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations."

**SECTION 2.** That Section Chapter 16 of Article V of the Beatrice Zoning Code be and hereby is added to read as follows:

#### **CHAPTER 16 – CAMPUS OVERLAY DISTRICT**

##### **“590 PURPOSE**

The purpose of the Campus Overlay District is to provide for a master planned campus environment for charitable, educational, government, religious, and medical institutions and ancillary or compatible uses to the primary institution located on the same site.

##### **591 MINIMUM ACREAGE REQUIREMENT**

A Campus Overlay District must consist of at least ten (10) contiguous acres, excluding rights-of-way dedicated to the City, that are owned by the same entity or institution.

**592 BOUNDARIES**

The boundaries of a Campus Overlay District shall be set out on the City of Beatrice Zoning Map.

**593 PROCEDURE FOR ADOPTION**

**a. Proposal**

The creation of a Campus Overlay District may be initiated by the Planning and Zoning Commission, the City Council, or by application of the owner or owners of the property within the proposed district.

**b. Requirements for Application**

An application for the creation of a Campus Overlay District must include:

1. The application fee as established by resolution adopted by the city council.
2. Documents showing that the property(ies) to be included in the proposed district consist(s) or will consist of at least ten (10) contiguous acres of land, excluding rights-of-way dedicated to the City.
3. Documents showing that the property(ies) to be included in the proposed district is/are owned by the same entity or institution.
4. A statement describing the reasons for proposal of the district.
5. A map indicating the boundaries of the proposed Campus Overlay District.
6. A Master Development Plan.

**c. Master Development Plan**

A Master Development Plan shall serve as the comprehensive plan for the Campus Overlay District. The Master Development Plan must be determined to be in harmony with the surrounding area, align with the general intent of the underlying zoning district, and that such District will not adversely affect neighboring properties. All buildings and structures, including the use thereof, located within such District must meet any and all applicable rules and regulations of the underlying zoning district, including Fire Codes. A Master Development Plan shall include the following information:

1. A map, drawn to scale, showing the location of all existing buildings and all proposed future buildings;
2. The proposed use of all future buildings;
3. Set back requirements for all structures to be included in the Campus Overlay District;

4. An impervious area calculation upon the full build-out of all proposed buildings;
5. A circulation plan for vehicular traffic;
6. A detailed statement identifying the ownership of all existing and proposed utilities serving the campus, including but not limited to water, wastewater, stormwater, electric, gas, and any other public or private infrastructure, and clearly indicating whether each utility is publicly or privately owned; and
7. A stormwater drainage study prepared by a licensed professional engineer, evaluating existing and proposed conditions and demonstrating adequate detention and/or retention capacity to manage stormwater runoff in accordance with City standards.

#### **594 ADOPTION OF CAMPUS OVERLAY DISTRICT**

- a. The Commission and City Council shall review and evaluate each Campus Overlay District application.
- b. As part of the review and evaluation of a Campus Overlay District application, the Commission and City Council shall review and evaluate the proposed Master Development Plan included with such application.
- c. For each application, the Commission, after proper notice, shall hold a public hearing and shall make a recommendation to the City Council for approval or denial. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).
- d. The Commission may recommend amendments to Campus Overlay District applications or Master Development Plans.
- e. The recommendation of the Commission shall be transmitted to the City Council for final action.
- f. For each proposed Campus Overlay District, after receiving the recommendation by the Commission, the City Council shall approve or deny the Campus Overlay District. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).
- g. The resolution adopting the Campus Overlay District shall include a statement of purpose and a description of district boundaries.
- h. Upon approval by the City Council, each Campus Overlay District shall be shown on the Zoning Map.

- i. Upon approval by the City Council, each Campus Overlay District shall run with the land.

**595 AMENDMENT PROCEDURE**

Amendments to a Campus Overlay District must be approved according to the same procedure set forth in Section 593.

**596 TERMINATION OF CAMPUS OVERLAY DISTRICT**

- a. If at any time after the adoption of a Campus Overlay District a campus is reduced to less than ten (10) acres, then the Campus Overlay District shall terminate automatically.
- b. The City Council may, by resolution, terminate or revoke a Campus Overlay District in the event that the City Council determines that the uses or activities within a Campus Overlay District have become detrimental to public health, safety, and welfare, or if the uses or activities within a district become incompatible with the City's Comprehensive Development Plan or do not adhere to the Master Development Plan that part of the application approved for the Campus Overlay District."

**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 16<sup>th</sup> day of March, 2026.

Attest:

\_\_\_\_\_  
Amanda Kuhlman, Deputy City Clerk

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

# ✱ Redline ✱

## CHAPTER 2 – DEFINITIONS

- 505 Unless specifically defined below, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article its most reasonable application:
- a. **"Appeal"** means a request for a review of the Chief Building Inspector's interpretation of any provision of this article or a request for a variance.
  - b. **"Appurtenant/Accessory Structure"** means a structure on the same parcel of property as the principal structure, the use of which is incidental to the use of the principal structure.
  - c. **"Area of Shallow Flooding"** means a designated AO or AH zone on a community's Flood Insurance Rate Map (FIRM) with a one percent or greater annual chance of flooding to an average depth of one to three feet where a clearly defined channel is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
  - d. **"Base Flood"** means the flood having one percent chance of being equaled or exceeded in any given year.
  - e. **"Basement"** means any area of the building having its floor subgrade (below ground level) on all sides.
  - f. **"Campus"** means a contiguous physical area owned, leased, or otherwise controlled by a single entity or institution to provide a master planned environment for charitable, educational, government, religious, and medical institutions.
  - g. **"Development"** means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.
  - h. **"Existing Construction"** means (for the purposes of determining rates) structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."
  - i. **"Existing Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is complete before the effective date of the floodplain management regulations adopted by a community.
  - j. **"Expansion to an Existing Manufactured Home Park or Subdivision"** means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured

homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

- k. **"Flood" or "Flooding"** means a general and temporary condition of partial or complete inundation of normally dry land areas from:
  - (1) The overflow of inland or tidal waters.
  - (2) The usual and rapid accumulation of runoff of surface waters from any source.
- l. **"Flood Fringe"** is that area of the floodplain, outside of the floodway, that on the average is likely to be flooded once every 100 years (i.e., that has a one percent chance of flood occurrence in any one year).
- m. **"Flood Insurance Rate Map (FIRM)"** means an official map of a community, on which the Flood Insurance Study has delineated the Flood Hazard Boundaries and the zones establishing insurance rates applicable to the community.
- n. **"Flood Insurance Study"** is the official report provided by the Federal Emergency Management Agency. The report contains flood profiles, as well as the Flood Boundary Floodway Map and the water surface elevation of the base flood.
- o. **"Floodplain"** means any land area susceptible to being inundated by water from any source (see definition of "flooding").
- p. **"Floodway" or "Regulatory Floodway"** means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.
- q. **"Freeboard"** means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, clogged bridge openings, and the hydrological effect of urbanization of the watershed.
- r. **"Highest Adjacent Grade"** means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.
- s. **"Historic Structure"** means any structure that is: (a) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register; (b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; (c) Individually listed on a state

inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or (d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either: (1) By an approved state program as determined by the Secretary of the Interior or (2) Directly by the Secretary of the Interior in states without approved programs.

- t. **"Lowest floor"** means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of this article.
- u. **"Manufactured Home"** means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle".
- v. **"Manufactured Home Park or Subdivision"** means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.
- w. **"New Construction"** For floodplain management purposes, "new construction" means structures for which the "start of construction commenced on or after the effective date of the floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
- x. **"New Manufactured Home Park or Subdivision"** means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.
- y. **"Overlay District"** is a district in which additional requirements act in conjunction with the underlying zoning district(s). The original zoning district designation does not change.
- z. **"Principally Above Ground"** means that at least 51 percent of the actual cash value of the structure is above ground.
- aa. **"Recreational Vehicle"** means a vehicle which is (i) built on a single chassis; (ii) 400 square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
- bb. **"Special Flood Hazard Area"** is the land in the floodplain within a community subject to one percent or greater chance of flooding in any given year.

- cc. **"Start of Construction"** [for other than new construction or substantial improvements under the coastal Barrier Resources Act (Pub. L. 97-348)] includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not the alteration affects the external dimensions of the building.
- dd. **"Structure"** means a walled and roofed building that is principally above ground, as well as a manufactured home, and a gas or liquid storage tank that is principally above ground.
- ee. **"Substantial Damage"** means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.
- ff. **"Substantial Improvement"** means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either (1) any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or (2) any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure."
- gg. **"Variances"** is a grant of relief to a person from the requirements of this article which permits construction in a manner otherwise prohibited by this article where specific enforcement would result in unnecessary hardship.
- hh. **"Violation"** means a failure of a structure or other development to be fully compliant with the community's floodplain management regulations.

## CHAPTER 16 – CAMPUS OVERLAY DISTRICT

### 590 PURPOSE

The purpose of the Campus Overlay District is ~~to accommodate the uses and activities of institutional campuses, including but not limited to governmental, educational, medical, social services, continuum of care residential developments, and religious campuses, which may include associated ancillary uses to the primary institution located on the same premises.~~ to provide for a master planned campus environment for charitable, educational, government, religious, and medical institutions and ancillary or compatible uses to the primary institution located on the same site.

### 591 MINIMUM ACREAGE REQUIREMENT

A Campus Overlay District must consist of at least ten (10) contiguous acres, excluding rights-of-way dedicated to the City, that are owned by the same ~~person,~~ entity, or institution.

### 592 BOUNDARIES

The boundaries of a Campus Overlay District shall be set out on the City of Beatrice Zoning Map.

### 593 PROCEDURE FOR ADOPTION

#### a. Proposal

The creation of a Campus Overlay District may be initiated by the Planning and Zoning Commission, the City Council, or by application of the owner or owners of the property within the proposed district.

#### b. Requirements for Application

An application for the creation of a Campus Overlay District must include:

1. The application fee as established by resolution adopted by the city council.
- ~~1.2.~~ \_\_\_\_\_ Documents showing that the property(ies) to be included in the proposed district consist(s) or will consist of at least ten (10) contiguous acres of land, excluding rights-of-way dedicated to the City.
- ~~2.3.~~ \_\_\_\_\_ Documents showing that the property(ies) to be included in the proposed district is/are owned by the same ~~person,~~ entity, or institution.
- ~~3.4.~~ \_\_\_\_\_ A statement describing the reasons for proposal of the district.
- ~~4.5.~~ \_\_\_\_\_ A map indicating the boundaries of the proposed Campus Overlay District.
- ~~5.~~ An inventory of the buildings and other accessory structures to be located within the boundaries of the proposed district. A Master Development Plan.

- ~~6. A circulation plan, including location of existing and proposed vehicular and pedestrian facilities; and the location and general design of parking and loading facilities.~~

### **c. Master Development Plan**

A Master Development Plan shall serve as the comprehensive plan for the Campus Overlay District. The Master Development Plan must be determined to be in harmony with the surrounding area, align with the general intent of the underlying zoning district, and that such District will not adversely affect neighboring properties. All buildings and structures, including the use thereof, located within such District must meet any and all applicable rules and regulations of the underlying zoning district, including Fire Codes. A Master Development Plan shall include the following information:

1. A map, drawn to scale, showing the location of all existing buildings and all proposed future buildings;
2. The proposed use of all future buildings;
3. Set back requirements for all structures to be included in the Campus Overlay District;
4. An impervious area calculation upon the full build-out of all proposed buildings;
5. A circulation plan for vehicular traffic;
6. A detailed statement identifying the ownership of all existing and proposed utilities serving the campus, including but not limited to water, wastewater, stormwater, electric, gas, and any other public or private infrastructure, and clearly indicating whether each utility is publicly or privately owned.; and
7. A stormwater drainage study prepared by a licensed professional engineer, evaluating existing and proposed conditions and demonstrating adequate detention and/or retention capacity to manage stormwater runoff in accordance with City standards.

### **594 ADOPTION OF CAMPUS OVERLAY DISTRICT**

- a. The Commission and City Council shall review and evaluate each Campus Overlay District application.
- b. As part of the review and evaluation of a Campus Overlay District application, the Commission and City Council shall review and evaluate the proposed Master Development Plan included with such application.

~~a.c.~~ For each application, the Commission, after proper notice, shall hold a public hearing and shall make a recommendation to the City Council for approval or denial. Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).

~~b.d.~~ \_\_\_\_\_ The Commission may recommend amendments to Campus Overlay District applications or Master Development Plans.

~~e.e.~~ The recommendation of the Commission shall be transmitted to the City Council for final action.

~~d.f.~~ The For each proposed Campus Overlay District, after receiving the recommendation by the Commission, the City Council shall approve or deny the Campus Overlay District. ~~City Council, after proper notice, shall hold a public hearing and act upon any Article establishing an HD Historic Overlay District.~~ Notice of the public hearing shall be provided by following the procedures set forth in Section 1304(e).

~~e.g.~~ \_\_\_\_\_ The resolution adopting the Campus Overlay District shall include a statement of purpose and a description of district boundaries.

~~h.~~ Upon approval by the City Council, each Campus Overlay District shall be shown on the Zoning Map.

~~f.i.~~ Upon approval by the City Council, each Campus Overlay District shall run with the land.

~~g.~~ Any protest against a Campus Overlay District shall be made and filed as provided by Section 19-905, Revised Statutes of Nebraska, 1943, and amendments thereto.

## **595 AMENDMENT PROCEDURE**

Amendments to a Campus Overlay District must be approved according to the same procedure set forth in Section 593.

## **596 TERMINATION OF CAMPUS OVERLAY DISTRICT**

- a. If at any time after the adoption of a Campus Overlay District a campus is reduced to less than ten (10) acres, then the Campus Overlay District shall terminate automatically.
- b. The City Council may, by resolution, terminate or revoke a Campus Overlay District in the event that the City Council determines that the uses or activities within a Campus Overlay District have become detrimental to public health, safety, and welfare, or if the uses or activities within a district become incompatible with the City's Comprehensive Development Plan or do not adhere to the Master Development Plan that part of the application approved for the Campus Overlay District.



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## CITY ADMINISTRATOR'S MONTHLY REPORT MARCH 2026

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## CAPITAL PROJECTS

### DEVELOPMENT OF CORRAL CROSSING AND HERITAGE HEIGHTS:

A master plan has been approved. Bid was awarded to Van Kirk Brothers Contracting on May 5<sup>th</sup> for the installation of storm sewer, sanitary sewer, street paving, and grading for Corral Crossing Addition and Heritage Heights Addition. Utility work at Corral Crossing is complete. Utility work at Heritage Heights is nearly complete. *RL Tieman has moved onto the site and is near completion of the concrete pavement construction operation. Sidewalk construction and final grading will be the main focus with an anticipated completion of April 1, 2026. The electrical portion of the project at Corral Crossing has started. Electric crews working on this project have installed all the conduit for the primary electrical extension. They have also set the transformer basements and two (2) single point junction boxes. The high voltage primary cable has also been installed.*

**Funding:** LB840    **Est. Cost:** TBD    **Amt Spent as of 1/31/26:** \$2,849,157    **Est. Completion:** 2026

### CAST INITIATIVE:

The City was awarded a \$21.3 million RAISE Grant. A Program Agreement has been signed with NDOT. JEO was selected as the engineer for the project. *Grant Agreement has been signed. JEO to start survey work March 10, 2026.*

**Funding:** Grant    **Est. Cost:** TBD    **Amt Spent as of 1/31/26:** \$0    **Est. Completion:** 2033

### COMPREHENSIVE PLAN:

Updated Comprehensive Plan for the City. *Grant Agreement signed March 4, 2026.*

**Funding:** General/Grant    **Est. Cost:** \$75,000    **Amt Spent as of 1/31/26:** \$0    **Est. Completion:** 2026

### DEMPSTERS:

The City has budgeted \$200,000 annually. The City has acquired the main buildings and should acquire the last parcel this fall. Asbestos removal is complete. The Street Department, with the help of six (6) part-time employees, worked on cleaning up the Dempster's property. The Street Department hauled a total of 146 total dump truck loads of brush, construction rubble, and garbage from the site. MARS also hauled approximately twelve (12) rollofs during the cleanup.

**Funding:** General    **Est. Cost:** TBD    **Amt Spent as of 1/31/26:** \$161,644    **Est. Completion:** Years

### TAXIWAY C and APRON RECONSTRUCTION:

Bid was awarded on June 3, 2024 to Vogts Parga Construction in the amount of \$5,660,502.12. Airport was awarded FAA Airport Improvement Program (AIP) grant of \$4,810,000.00. The project duration is anticipated to be one hundred eighty-two (182) days and will be broken into four (4) phases, allowing the Airport to stay open during construction. Construction began May 5<sup>th</sup>, with a tentative completion date of November 2, 2025. Phase 1 began on May 5<sup>th</sup> and was completed on July 3, 2025, twenty-one (21) days behind schedule due to the Contactor not securing the required base aggregate for the Phase 1 paving and a few days for rain. Phase 2 started on July 4<sup>th</sup> and was completed on October 4<sup>th</sup>. Phase 2 ended up being twenty-two (22) days behind schedule, putting the whole project forty-three (43) days behind schedule at that point. The entire project is ninety-six (96) days behind schedule as of February 6, 2026. *A Substantial Completion date was documented as of February 6, 2026. 100LL fuel was received in the new tank on February 9th and the Nebraska State Fire Marshall approved the operation of the new system on February 19, 2026. A final walk-through inspection was conducted on February 25, 2026, with a final project punch list compiled and submitted to Vogts Parga.*

**Funding:** Airport    **Est. Cost:** \$6,245,177    **Amt Spent as of 1/31/26:** \$5,441,327    **Est. Completion:** Fall 2025

### **T-HANGAR and TAXILNE CONSTRUCTION:**

Plans are being made to construct a 10-unit T-Hangar along with reconstruct/rehabilitate surrounding hangar approaches/taxilanes. Senator Fischer secured \$2,850,000 for a new hangar. Benesch recommended the contract be awarded to Vogts Parga and the City Council approved that recommendation on April 7, 2025. The Federal grant will cover 95%, the State grant will cover 2% and the remaining 3% is our local share, estimated to be \$82,554.86. Federal funds were finally released, and the Hangar Grant Agreement was signed and returned on August 25<sup>th</sup>. The contract was awarded to Vogts Parga on April 7, 2025 however the bid hold period was exceeded due to the delayed release of federal funds. Vogts Parga declined to honor the original bid and increased the projected cost by \$277,000.00. It was determined that it was in our best interest to reject the increased cost and rebid the project. On the rebid, we received four (4) bids with AHRS Construction being the low bidder at \$2,260,852. Bid was awarded to AHRS Construction on December 15<sup>th</sup>. *Pre-construction meeting was held March 9, 2026. Construction projected to start March 2026.*

**Funding:** Grant/Airport **Est. Cost:** \$3,310,000 **Amt Spent as of 1/31/26:** \$193,182 **Est. Completion:** Fall 2026

### **NAVIGATIONAL AIDS (NAVAIDS) UPGRADE:**

The existing Precision Approach Path Indicator (PAPI) system for Runway 36 is reaching the end of its useful life. Plans are being made to remove the existing PAPI on Runway 36 and replace it with a new 4-Light PAPI system on Runways 18 & 36. The project will also include installing new 2-Light PAPIs on Runways 14 & 32. In addition to the PAPIs a new Runway End Identifier Lights (REILs) system will be added to Runway 18. 95/5 Grant. Pre-design conference was held on November 10, 2025. *Project was advertised on February 28, 2026 with bid opening scheduled for March 19, 2026.*

**Funding:** Grant/Bonds **Est. Cost:** \$382,000 **Amt Spent as of 1/31/26:** \$52,058 **Est. Completion:** Fall 2026

### **DESIGN and CONSTRUCTION OF NEW LANDFILL:**

#### Cell Construction:

Awarded bid for the cell construction to Pruss Excavation Co., in the amount of \$6.2 million. Final walk through has been completed. Waiting for permit approval by the State.

#### South MSW Landfill Site Entrance Facility:

Bid was awarded to Genesis Contracting Group on January 6, 2025 in the amount of \$4,052,00. Final walk through has been completed.

**Funding:** BASWA **Est. Cost:** \$10.3 mill **Amt Spent as of 1/31/26:** \$11,658,510 **Est. Completion:** Fall 2025

### **EMS AMBULANCE:**

The ambulance is on order and is anticipated to be delivered in Spring 2026. *An update was received that the ambulance is on track and should be in Nebraska in March.*

**Funding:** CARES **Est. Cost:** \$450,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Spring 2026

### **COMMUNICATION EQUIPMENT:**

Replacement of Base Radio, Communications Work Station, Enterprise Records, and Radio Consoles.

**Funding:** Fischer Grant **Est. Cost:** \$584,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

### **DRONE:**

Drone w/night vision capabilities and equipment. A total of \$4,000 in donations have been received.

**Funding:** Private/General **Est. Cost:** \$25,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** 2026

**HANNIBAL PARK IMPROVEMENTS – 2026:**

Public Properties staff is working on cleaning up around the area where the new field will be installed. The trees and asphalt parking lot was removed by the Street Department the week of January 5<sup>th</sup>. Construction is also under way on the concession stand. *Dirt work for Field 8 is out for bid and due back March 26, 2026.*

**Funding:** Lodging/PR/Grant **Est. Cost:** \$287,000 **Amt Spent as of 1/31/26:** \$2,835 **Est. Completion:** Fall 2026

**FOREST MANAGEMENT PLAN:**

IRA Community Forestry Grant for Forest Mgt Plan and tree planting/removal. Nineteen (19) trees were removed at Hannibal Park this week. Eight (8) more are scheduled to be removed at the Water Park and Dog Park.

**Funding:** Grant **Est. Cost:** \$140,000 **Amt Spent as of 1/31/26:** \$39,499 **Est. Completion:** Ongoing

**RCRP GRANT:**

The City received \$955,000 in grant funding for various park improvements:

**Heritage Heights:** New Playground. Two (2) bids were received on November 13, 2025. Bid was awarded to Play-Pro Recreation, LLC, in the amount of \$250,000 on November 17, 2025. *Equipment arrived and is scheduled for installation around May.*

**Stoddard:** New Playground. One (1) bid was received from Play-Pro Recreation, LLC, in the amount of \$198,808, which was awarded on December 15, 2025. *Playground scheduled for installation around the first week in April.*

**HOMESTEAD TRAIL:**

Grant 80/20 split with State + \$550,000 for National Park Service. Design is underway. Bid is anticipated in January 2027 with construction in 2027. Approved Plan-In-Hand on October 7, 2024. Environmental review is in progress.

**Funding:** Lodging **Est. Cost:** \$2.5m **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Summer 2027

**DUCK POND IMPROVEMENTS:**

Remove silt or change channel and clean up. Met with local tree contractors for removal of trees around the Duck Pond. *Public Properties is continuing tree removal as time permits.*

**Funding:** Keno **Est. Cost:** \$50,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Summer 2027

**INDUSTRIAL PARK DISTRIBUTION LINE IMPROVEMENTS:**

This project will include both, rebuilding existing lines to allow for increased loading in the Industrial Park, and the addition of new lines to better serve the existing loads and for new customer loads in the future. Two (2) sections of a main feeder line from Substation #2 were replaced and upgraded from the corner of Ashland and Shugart to the south side of the Accuma plant. This project was done in conjunction with upgrades being made for the south Exmark service.

**Funding:** Bond/Utility **Est. Cost:** \$551,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**POWER GENERATION FACILITY:**

*HDR has completed their study in different technologies, lead times, and permitting. Meeting with various entities who may be potential partners.*

**Funding:** Bonds **Est. Cost:** \$1m **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**SUBSTATION #2 IMPROVEMENTS:**

Replace the substation transformer with a larger size, increase the footprint of the substation to accommodate the new control building, and install a new breaker and control lineup in the building. Bond funding has been secured. This work is being done to allow a larger substation transformer to be installed along with a switchgear

lineup that will be able to support the larger loads we are forecasting due to additions to existing companies and new customers. The initial layout and groundwork are being done to allow for drainage improvements and the new equipment.

**Funding:** Bonds/Utility **Est. Cost:** \$1.01m **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**SUBSTATION #7 IMPROVEMENTS:**

Substation #7 was originally built to provide 4.16Kv voltage on the distribution feeders. The area that this substation provided service to has all been converted to 12.5Kv. This project will include the installation of a new transformer and breaker lineup that will serve the area at the 12.5Kv voltage level. The transformer for this project has been ordered, and it should be received early this fall.

**Funding:** Bonds **Est. Cost:** \$1.28m **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**SUBSTATION #9 IMPROVEMENTS:**

This will include upsizing the existing bus bar to allow for the installation of an additional feeder to increase the total load capacity that we are able to export from this substation. We are currently working on material specifications and quantities for this project. We will be sending the information out for quotes in the near future.

**Funding:** Bonds/Utility **Est. Cost:** \$414,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**24" VALVE AT FARM WELLS:**

Purchase and install a 24" butterfly valve between farm wells, to allow for more redundancy and the ability to use wells and transmission lines as intended. *All materials arrived during the month of February. Construction be completed as spring weather improves.*

**Funding:** Infra Funds **Est. Cost:** \$60,000 **Amt Spent as of 1/31/26:** \$75 **Est. Completion:** Fall 2026

**CHLORINE BUILDING:**

Construct a new building to house our chlorine disinfectant operations. This cost would be for the complete construction of the building. Located west of the north reservoir. We have met with JEO on two (2) occasions to prepare plans for the chem feed system. JEO will then approach the State for the required permit. *The building is pretty much complete, with the exception of the door and door hardware, we will need to overcome some issues with the door to get this complete and approved during inspection. Our State permit was issued during the month of February. ACCO is scheduled for early March to begin installation.*

**Funding:** Utility **Est. Cost:** \$40,000 **Amt Spent as of 1/31/26:** \$68,734 **Est. Completion:** Summer 2026

**WATER MAIN PROJECT – HAYES TO HIGH:**

Replace 6" water main. The Engineering Department has performed a topographical survey of the area. Line work based on the survey has been created.

**Funding:** Infra Funds **Est. Cost:** \$60,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Summer 2026

**WATER MAIN PROJECT – NORTH 7<sup>TH</sup>, GRANT TO MONROE:**

Replace 8" water main. The Engineering Department has performed a topographical survey of the area. Line work based on the survey has been created. Engineering and Water Department completed an initial review of the plans. Preliminary alignment has been established. *Plans and specifications are at approximately 75% and will be completed this month.*

**Funding:** Infra Funds **Est. Cost:** \$180,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Summer 2026

**GRIT CONSTRUCTION:**

Design and Installation of the new Grit process equipment and building. Received grant with help of Congressman Smith in the amount of \$2 million. Letter Agreement with Olsson, Inc., entered into on November

21, 2022 for the design process. Bids were received on April 10, 2025 for the construction of the project. The EPA has authorized the City to award this project. The contract was awarded to Building Crafts, Inc., on June 2nd. A pre-construction meeting was held on June 25th to kick off the project. Building Crafts has mobilized to the WWTF site. Reconstruction of the effluent water reuse line from the flow metering structure to the Bio-solids building has been completed. BCI Construction is continuing to work and make upgrades. Currently pouring the concrete footings for the building that will support the pre-cast wall panels. A fiber network backbone is being installed to select buildings. HOA has been onsite beginning the installation of the new SCADA equipment. *BCI has finished pouring the concrete foundation walls which will support the new pre-cast wall panels. Pre-cast concrete panels have been brought to the site and put into place. BCI has poured the concrete walls for the grit basin outside the building.*

**Funding:** Grant/Util **Est. Cost:** \$3.9m **Amt Spent as of 1/31/26:** \$1,175,576 **Est. Completion:** 2026

**SCADA DESIGN:**

Contract for engineering services has been created and approved by the City Council. A letter Agreement with Olsson, Inc., was entered into on November 21, 2022. A project kickoff meeting was conducted on January 23, 2023. Final Specifications and drawings have been submitted and approved by the City of Beatrice. Drawings and specifications will be sent to NDEE for review and approval. The project will coincide with the Grit Improvement project. A fiber backbone is being installed to select buildings for connection to the new SCADA system and HOA has begun the installation of the SCADA system.

**Funding:** Utility **Est. Cost:** \$35,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2025

**ELLA STREET, 2<sup>nd</sup> to 3<sup>rd</sup>:**

Seven (7) bids were received on October 30, 2025. R.L. Tiemann was the low bidder with a total of \$426,609.15 and was awarded the contract, with a completion date of June 1, 2026. *A meeting was conducted with Mr. Ron Hasley an adjacent property owner to better inform him of the project components.*

**Funding:** Street **Est. Cost:** \$486,667 **Amt Spent as of 1/31/26:** \$37,001 **Est. Completion:** Spring 2026

**7<sup>TH</sup> STREET CONCRETE RECONSTRUCTION, ARTHUR TO MONROE:**

A topographical survey of the area has been conducted by the Engineering Department. The design phase of the project has been initiated by the Engineering Department. Anticipate completing the project this month and placing it out for bids during the month of March 2026.

**Funding:** Street **Est. Cost:** \$375,000 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**ARMOR COATING VARIOUS LOCATIONS**

Plans and Specifications were created by the Engineering Dept. The project was sent out for bids during the month of November 2025. Two (2) bids were received on December 4, 2025. Sta-Bilt was the low bidder with a total of \$33,317.20 and was awarded the contract with a completion date of August 1, 2026.

**Funding:** Street **Est. Cost:** \$33,317 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

**ASPHALT SEALING VARIOUS LOCATIONS**

Plans and Specifications were created by the Engineering Dept. The project was sent out for bids during the month of November 2025. One (1) bid was received on December 4, 2025. Hall Brothers was the low bidder with a total of \$29,007.24 and was awarded the contract with a completion date of August 1, 2026.

**Funding:** Street **Est. Cost:** \$29,007 **Amt Spent as of 1/31/26:** \$0 **Est. Completion:** Fall 2026

## PLANNING & ZONING

The Planning and Zoning Commission (P&Z) recommended adoption of Plan Modification "26-1" to the Redevelopment Plan for Redevelopment Area No. 2 (Stoddard Place II - LIHTC Redevelopment Project) and Plan Modification "26-2" to the Redevelopment Plan for Redevelopment Area No. 2 (Stoddard Place II – Workforce Housing Redevelopment Project) P&Z recommend approval of the Final Plat Application request by the City of Beatrice, Nebraska, to replat a portion of their property as Landmark Addition. P&Z also recommended approval of the rezoning of a tract of land located on a part of the Northeast Quarter of Section 29, Township 4 North, Range 6 East of the 6<sup>th</sup> P.M., City of Beatrice, Gage County, Nebraska, Parcel No. 004342100, from "AG" Agricultural District to "GI" General Industrial District.

## ECONOMIC DEVELOPMENT

### Recent TIF Activity:

The Redevelopment Agreements with Stoddard Place II, LP, for the Stoddard Place II LIHTC Redevelopment Project and the Stoddard Place II Workforce Housing Redevelopment Project were finalized.

### LB840 Loans:

All existing LB840 loans are current. The program income for FY25 as of January 31, 2026 is \$173,050. The current unexpended funds as of January 31, 2026 total \$158,524, and those funds are deposited in Pinnacle Bank. A&N Dog Boarding paid off their LB840 loan.

## EMPLOYEE

### Safety:

During the month of February, there was one (1) workers comp claim filed. We currently have one (1) employee on modified duty due to a workers comp claim.

### New Hire:

Theo Cook began his duties as a Sanitation Laborer on February 2<sup>nd</sup>.

## FINANCIALS

Financial statements for the General and Street Fund for the month ending January 31, 2026, are attached, marked as **Exhibit "A"**. Financial statements for the Electric, Water, and WPC Departments for the month ending January 31, 2026, are attached, marked as **Exhibit "B"**.

## CODE VIOLATIONS / BUILDING PERMITS / DEMOLITIONS

### Code Violations:

Code Compliance Officer responded to and worked on fifty (50) various code violations in January, bringing the year-to-date total to fifty (50). See attached list, marked as **"Exhibit C"**.

### Building Permits:

Processed twenty-four (24) permits/applications/inquiries, bringing the year-to-date total to twenty-four (24). See attached list, marked as **"Exhibit D"**.

**Demolitions:**

A list of demolition projects is attached, marked as *“Exhibit E”*.

**PUBLIC PROPERTIES**

- Met with Sara Browning from the State Forestry Office regarding forty-two (42) trees at Chautauqua Park for removal. Once trees are removed, a new tree will be planted in the area of removal.
- JEO is still working on tree inventory of all the trees located in the right-away. The inventory is being conducted.
- In the coming weeks, the Auditorium will host a youth basketball tournament and the Pinewood Derby.
- Staff spent a day cleaning dugouts and fence lines of leaves at Scott Street and Hannibal Ballfields getting ready for the spring season.

**STORM SEWER/DRAINAGE**

1. MS4: JEO was hired to update the City of Beatrice MCM#5 – Post Construction Stormwater section of the Stormwater Management Plan. City code was amended December 15, 2025, to match the Drainage Criteria Plan. JEO is under contract to provide support services for the 2026 year to create the Annual Stormwater Report.

**STREETS****Sweeping:**

We swept a total of six (6) days with one (1) sweeper.

**Center Street:**

We worked for a total of three (3) days hauling sweepings, brush and asphalt chunks to the Landfill. This work is used when it is very cold or wet.

**Tree Removal:**

We began working on trimming low hanging branches around town.

**Pothole Patching:**

We patched three (3) days using 1,700 pounds of patching material.

**Winter Precipitation Event:**

We had one (1) day of precipitation, using a total of 43 tons of rock salt.

**Blading gravel streets:**

We bladed gravel streets one (1) time.

**Concrete:**

We began our concrete season early. With the nice weather, we started removing sandstone curbing along Court Street in preparation for the State mill and overlay project this summer.

**Pesticide re-certifications:**

Multiple employees completed their required re-certifications in preparation for spraying for mosquitoes.

## UTILITIES

### **UTILITY DELINQUENT NOTICES and DISCONNECTIONS:**

There were 1,020 disconnect notices mailed out in February. There was a total of 56 disconnections for non-payment on March 3<sup>rd</sup>.

### **Overhead Distribution:**

*All of the services have been transferred to the new lines. The crew is currently working on removing the old lines and poles.*

### **Underground Distribution:**

*The project for Hoppe Development at 400 South 7<sup>th</sup> Street has been completed for the old school location. The secondaries have all been hooked and the meters installed for the individual apartments.*

### **Distribution Maintenance:**

Several poles have been replaced in different areas of town due to the condition of the poles and accidents that have occurred. We spent several weeks trimming and removing trees that were encroaching on the power lines in different areas of town.

### **Substation Maintenance**

*Testing was performed on the DC battery banks in all of the substations. We found two (2) 48vdc banks that had weak individual cells and one (1) 125vdc bank with weak individual cells. All three (3) of these banks were over twenty (20) years old. We have ordered batteries to replace these banks and will get them changed as soon as the new ones arrive.*

### **Substation Control and Data Acquisition Projects:**

There were two (2) projects started under our SCADA system. The first one (1) was to upgrade our main data collection equipment at the Service Center that communicates with all the substations and collects our load data and alarms. The installation of this equipment is complete and now we are looking at converting the communications over to the fiber lines installed by Pinpoint. We are currently working on extending pinpoint fiber into our substations for secure communications and future upgrades. Conduits have been extended from pinpoint junction boxes into our substation control buildings. Pinpoint has begun to terminate the fiber lines in the substation buildings. The fiber has been extended into all the substation buildings and Pinpoint has finished terminating and installing all the connecting equipment.

The second project is a distribution automation project that combines functions of our AMI system and the SCADA system. Utilizing the AMI communication network, we are able to install remotely operated controls on our capacitor banks to allow our SCADA system to turn them on and off when needed according to the substation loads. This is an expandable project where we will be able to install and monitor controls and equipment on the distribution lines utilizing our existing systems. Work continues on installing the remote equipment at the capacitor bank sights and rewiring the controls for remote operation.

### **Water Service Leaks and Service Calls:**

- 700 South 7<sup>th</sup> Street – Installed water tap
- 1618 Northridge Street - Service leak
- 2200 High Street - Yoke leak
- 1708 North 11<sup>th</sup> Street - Yoke leak
- 1905 South 11<sup>th</sup> Street - Install tap

**Water Main Replacement/Construction:**

Worked with the Engineering Department to plan the water main replacement project on North 7<sup>th</sup> Street, Grant to Garfield.

**Water Main Breaks:**

Nothing to report for February.

**Maintenance and Miscellaneous Work:**

We completed annual flushing of mains and hydrants in September, which was about two (2) months behind schedule due to so many other projects last fall. We will start this process again in September.

We are continuing to exercise main valves as often as possible.

We are in the midst of testing backflows as well. The City has approximately 450 backflow devices, which the Department tests and repairs annually. We are currently on schedule with our backflow tests.

The Water Department used several manhours to construct the chem feed building and construct as much as we could with our in-house knowledge, expertise, and tools.

We completed the cleaning and inspection of the South Reservoir. There were no issues identified by the engineers; however, our crew did make a few minor repairs/patches. The process took about ten (10) days from start to finish.

**Sewer Line Maintenance/Blockages:**

We had no sewer calls this month.

**Jet Truck Footage:**

Daily maintenance for the entire month was 3,110 ft. Monthly maintenance for the month was 4,420 ft.

**TV/Camera Trailer Inspections:**

Due to the cold weather and staff shortage, no new lines were videoed and auto coded with the new SewerAI software.

**Plant Maintenance:**

- Plant maintenance is up to date at the WPC Plant.
- Lift Station #9: Installed a new replacement pump at the lift station. The lift station is back to running normally.
- Lift Station #4, #8 and #9: Lift station cleaning operation was performed at these stations.
- Lift Station #3: Lammel Plumbing was hired to perform an emergency repair on the forcemain near the intersection of Bismark and Wiebe Streets.

**SPECIAL DESIGNATED LICENCES (SDL)**

A list of special designated licenses (SDL) requested for 2026 is attached, marked as "Exhibit F".

## COMPLETED CAPITAL PROJECTS

### 33<sup>RD</sup> AND LINCOLN STREET - COMPLETED

FY24: \$3m ; FY25: \$1m

Contract for design services was awarded to JEO on May 15, 2023. Seven (7) bids were received on April 23, 2024. The apparent low bidder was Constructors of Lincoln, NE with an estimated bid of \$2.3 million. Contract was awarded May 6, 2024. 33<sup>rd</sup> Street is open to traffic. The project was extended west approximately fifty feet (50'). A final walk thru of the project was conducted on November 12, 2024. Final payment scheduled for January 20, 2025.

**Funding:** Street    **Est. Cost:** \$4.3m    **Amt Spent as of 9/30/25:** \$2,851,718    **Est. Completion:** Fall 2024

### LINCOLN STREET, 25<sup>TH</sup> TO 27<sup>TH</sup> - COMPLETED

Contract for design services was awarded to JEO on August 5, 2024. Ten (10) bids were received on February 20, 2025. Project was awarded to M.E. Collins Contracting Co., Inc., in the amount of \$554,222.30. A pre-construction meeting was held on May 13, 2025. Lincoln Street was closed, and construction began on May 27, 2025. The project is complete, and a final walk thru was conducted on September 10, 2025.

**Funding:** Street    **Est. Cost:** \$107,000    **Amt Spent as of 1/31/26:** \$711,321    **Est. Completion:** Fall 2025

### WATERMAIN – OVERHEAD CROSSING – COURT STREET BRIDGE – COMPLETED

Replace overhead crossing on Court Street bridge and bore under the river. Entered into a Master Agreement Work Order #2 with Olsson on October 21, 2024. Bid was awarded to Judds Brothers Construction in the amount of \$415,000.00 on June 2, 2025. Judds Brothers has completed the majority of this project, the only remaining items to be completed is final grading and seeding, which will take place in early October; and the Water Department will remove a hydrant from the old main on the east side of the River. Otherwise, the pipe was filled, samples taken and passed, and the main has been put into operation.

**Funding:** Bonds    **Est. Cost:** \$500,000    **Amt Spent as of 1/31/26:** \$511,785    **Est. Completion:** Fall 2025

### 20 YARD REAR LOAD GARBAGE TRUCK - COMPLETED

Replace 20 yard rear load garbage truck. Truck was delivered the week of September 2<sup>nd</sup>.

**Funding:** Utility    **Est. Cost:** \$275,000    **Amt Spent as of 11/30/25:** \$218,000    **Est. Completion:** Fall 2025

### LIFT STATION #6 + BACKUP GENERATOR - COMPLETED

Back-up generator will be installed. Design will be completed in FY24, with construction following shortly thereafter. A project kickoff meeting was conducted October 25, 2023. The Engineering Department has completed the topographical survey and submitted the information to the design engineer. Olsson, Inc., designer engineer, has submitted 90% drawings and specifications for review. Project drawings and specifications were approved by the City and NDEE. Project was sent out for bids and a bid opening was conducted on May 15, 2024. The apparent low bidder was Philip Carkoski Construction of Loup City, Nebraska with a bid of \$547,785.00. The project began on April 29, 2025. Pumps and piping are installed and in operation. Final items to be completed include training and start up services. It is estimated the project will be completed within the next two (2) weeks. Contractor has achieved substantial completion, and the lift station is now back in control by the WPC. Olsson has created a punch list of items that need to be completed or rectified in order for the contractor to achieve final completion. Contractor achieved final completion after addressing all of the punch list items as of October 2, 2025.

**Funding:** Utility    **Est. Cost:** \$700,000    **Amt Spent as of 1/31/26:** \$629,535    **Est. Completion:**

**RCRP GRANT - COMPLETED**

**Pickleball:** Contract was awarded July 7, 2025 to Lottman Excavating in the amount of \$82,160. Construction is underway. Public Properties staff finished with the pickleball seating area. The handrails were installed and new four-foot (4') fencing was installed for better viewing of the courts. The area was also fine graded and seeded.

**Froberry Park:** Bid was awarded April 21, 2025 to Play-Pro Recreation, LLC, in the amount of \$167,162. The new playground has been installed and is open to the public.

**Chautauqua Park:** New Playground. One (1) bid was received on May 22, 2025. Bid was awarded to Play-Pro Recreation, LLC, in the amount of \$200,586.00 on June 2, 2025. The playground installation is complete and open to the public.

**4<sup>TH</sup> and 5<sup>TH</sup> STREET, MARKET TO ELLA - COMPLETED**

The bid opening was held on June 26, 2025. R.L. Tiemann was the low bidder with a total of \$98,921.68 for both bid sections. The contract was awarded at the July 7<sup>th</sup> Council Meeting. The project has reached final completion status. Sealing of the concrete pavement joints in the parking areas and curbing was completed on November 8<sup>th</sup>. Cleaning and sealing the colored concrete sidewalk areas will be done at a later date by the Public Properties Department.

**Funding:** Grants    **Est. Cost:** \$550,000    **Amt Spent as of 1/31/26:** \$120,375    **Est. Completion:** Fall 2025

**SERTOMA ASTRO PARK ADA PLAYGROUND - COMPLETED**

Install ADA compliant playground. The contractor finished the poured in play matting at Sertoma-Astro Park. Then staff completed final grading and seeding of the park.

**Funding:** Grant    **Est. Cost:** \$160,000    **Amt Spent as of 1/31/26:** \$159,488    **Est. Completion:** Fall 2025

**FIRE HOSE REPLACEMENT - COMPLETED**

Training has been completed. All fire hoses and nozzles have been switched out and in service.

**Funding:** Grants    **Est. Cost:** \$14,000    **Amt Spent as of 1/31/26:** \$139,020    **Est. Completion:** Fall 2025

**WATER PARK DESIGN STUDY - COMPLETED**

RFQ was issued in February 2025. Four (4) responses were received. An Agreement for Professional Services between the City and Waters Edge Aquatic Design to develop an Aquatic Park Master Plan was awarded May 19, 2025. The first public meeting on this project was held on September 10, 2025. The second public meeting was held on October 22, 2025. Waters Edge presented their recommendations to the Council on February 2, 2026. City Council adopted Aquatic Master Plan February 17, 2026.

**Funding:** Lodging    **Est. Cost:** \$250,000    **Amt Spent as of 1/31/26:** \$15,150    **Est. Completion:** Fall 2025

FUND	FUND BALANCE 10/1/2025	REVENUE	TRNSFR IN	TOTAL AVAILABLE	EXPEND.	TRNSFR OUT	FUND BALANCE 1/31/2026
<b>GENERAL ALL-PURPOSE FUNDS</b>							
GENERAL	\$ 4,914,104	\$ 3,597,263	\$ -	\$ (5) \$ 8,511,367	\$ 4,936,374	\$ -	\$ (3) \$ 3,538,113
<i>moves to (from)restricted</i>	\$ -		\$ -	\$ (2)		\$ 36,879	\$ (1)
<i>Restricted Gas Plant</i>	\$ 700,000		\$ -	\$ (1) \$ 700,000			\$ 700,000
<i>Designated CARES f/future eq</i>	\$ 290,300		\$ -	\$ (1) \$ 290,300			\$ 290,300
<i>Designated EMS Equip</i>	\$ 348,323		\$ -	\$ (1) \$ 348,323			\$ 348,323
<i>Designated Lodging Tax Proj</i>	\$ 443,762		\$ 36,879	\$ (1) \$ 480,641			\$ 480,641
<b>SPECIAL REVENUE:</b>							
Street	\$ 4,433,683	\$ 1,203,045		\$ 5,636,728	\$ 1,721,774	\$ 74,848	\$ 3,840,106
<i>Restricted Debt Serv</i>	\$ 31,128		\$ 74,848	\$ 105,976			\$ 105,976
Keno	\$ 519,743	\$ 35,769		\$ 555,512	\$ 5,355	\$ -	\$ (4) \$ 550,157
<b>DEBT SERVICE</b>							
GO Debt	\$ 2,987,560	\$ 507,532		\$ 3,495,092	\$ 1,071,959		\$ 2,423,133
Special Assess.-Unbonded	\$ 20,620	\$ 466		\$ 21,086	\$ -		\$ 21,086
<b>CAPITAL PROJECTS</b>							
Capital Improvement	\$ 145,505	\$ 546,035	\$ -	\$ (3) \$ 691,539	\$ 523,760		\$ 167,779
Capital Imp.-Keno	\$ (0)	\$ -	\$ -	\$ (4) \$ (0)	\$ 5,689		\$ (5,689)
Capital Imp.-Public Safety	\$ 309,073	\$ 330,481	\$ -	\$ (3) \$ 639,554	\$ 266,557		\$ 372,997
<b>General All-Purpose Fund</b>	<b>\$ 15,143,799</b>	<b>\$ 6,220,591</b>	<b>\$ 111,727</b>	<b>\$ 21,476,118</b>	<b>\$ 8,531,468</b>	<b>\$ 111,727</b>	<b>\$ 12,832,922</b>
<b>RESTRICTED FUNDS</b>							
<b>SPECIAL REVENUE:</b>							
Airport*	\$ 1,075,801	\$ 2,689,782	\$ -	\$ 3,765,583	\$ 3,125,966		\$ 639,617 manual entry
CDBG*	\$ (447,770)	\$ 447,770		\$ 0	\$ -		\$ 0
Economic Development*	\$ 149,955	\$ 173,050	\$ -	\$ 323,005	\$ 81,571	\$ 82,910	\$ 158,524
<i>Restricted Debt Serv</i>	\$ 168,758		\$ 82,910	\$ 251,668			\$ 251,668
911 Service Surcharge	\$ 140,471	\$ 35,710		\$ 176,181	\$ -	\$ -	\$ 176,181
CRA	\$ -	\$ 29,916		\$ 29,916	\$ -		\$ 29,916
Sanitation*	\$ 305,825	\$ 1,146,735		\$ 1,452,560	\$ 1,317,211	\$ 96,634	\$ 38,715 manual entry
<i>Restricted Debt Serv</i>	\$ 155,916		\$ 96,634	\$ 252,550			\$ 252,550
<b>INTERNAL SERVICE</b>							
Employee Benefit Acct	\$ 620,845	\$ 1,901,278		\$ 2,522,124	\$ 1,324,519		\$ 1,197,605
Info Tech Services	\$ -	\$ 359,304		\$ 359,304	\$ 294,191		\$ 65,113
<b>ENTERPRISE</b>							
Board of Public Works*	\$ 20,934,668	\$ 8,632,942		\$ 29,567,610	\$ 9,809,852		\$ 19,757,758 manual entry
Norcross/Horner	\$ 6,978	\$ -		\$ 6,978	\$ -		\$ 6,978
<b>TOTAL RESTRICTED</b>	<b>\$ 23,111,447</b>	<b>\$ 15,416,488</b>	<b>\$ 179,544</b>	<b>\$ 38,707,479</b>	<b>\$ 15,953,309</b>	<b>\$ 179,544</b>	<b>\$ 22,574,625</b>
<b>TOTAL</b>	<b>\$ 38,255,246</b>	<b>\$ 21,637,079</b>	<b>\$ 291,271</b>	<b>\$ 60,183,596</b>	<b>\$ 24,484,778</b>	<b>\$ 291,271</b>	<b>\$ 35,407,547</b>

\*cash basis

Exhibit "A"  
CITY OF BEATRICE, NEBRASKA

GENERAL FUND BUDGETARY STATEMENTS

FOR THE CURRENT YEAR TO DATE

AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2 ACTUAL FY2024	PRIOR YEAR 1 ACTUAL FY2025	Current as of 1/31/2026	CURRENT YEAR BUDGET FY2026	% YTD
<b>GENERAL REVENUES</b>					
TAXES	7,200,663.51	7,417,491.31	1,637,656.22	7,746,500.00	21.14%
LICENSES & PERMITS	156,065.63	180,450.32	33,240.52	201,300.00	16.51%
INTERGOVERNMENTAL REVENUE	2,422,881.54	2,389,145.82	620,184.18	1,803,516.00	34.39%
CHARGES FOR SERVICES	2,782,998.98	2,761,871.03	1,092,889.91	3,046,944.00	35.87%
MISCELLANEOUS REVENUES	1,062,907.38	652,891.35	213,292.05	565,100.00	37.74%
OTHER FINANCING SOURCES	63,100.44	65,801.12	0.00	86,155.00	0.00%
<b>TOTAL REVENUES</b>	<b>13,688,617.48</b>	<b>13,467,650.95</b>	<b>3,597,262.88</b>	<b>13,449,515.00</b>	<b>26.75%</b>
<b>GENERAL EXPENDITURES BY TYPE</b>					
PERSONAL SERVICES	9,285,811.04	10,062,465.28	3,695,755.35	11,110,071.00	33.26%
OTHER SERVICES & CHARGES	1,419,868.56	1,448,138.48	825,912.68	1,629,949.00	50.67%
SUPPLIES	456,530.46	513,537.17	159,036.20	523,385.00	30.39%
CAPITAL OUTLAYS	687,521.74	243,284.03	104,627.50	253,221.00	41.32%
CONTINGENCY	7,334.50	122,704.77	350.00	122,000.00	0.29%
CONTRACTUAL SERVICES	463,255.03	675,961.73	150,692.75	284,066.00	53.05%
INTERFUND TRANSFERS	933,600.98	1,569,128.48	0.00	1,252,200.00	0.00%
<b>TOTAL EXPENDITURES</b>	<b>13,253,922.31</b>	<b>14,635,219.94</b>	<b>4,936,374.48</b>	<b>15,174,892.00</b>	<b>32.53%</b>
<b>OVERALL NET CHANGE</b>	<b>434,695.17</b>	<b>(1,167,568.99)</b>	<b>(1,339,111.60)</b>	<b>(1,725,377.00)</b>	<b>77.61%</b>
<b>GENERAL ADMINISTRATION</b>					
PERSONAL SERVICES	1,141,786.73	1,211,474.95	434,353.11	1,263,478.00	34.38%
OTHER SERVICES & CHARGES	331,027.63	334,507.13	210,197.51	452,310.00	46.47%
SUPPLIES	15,530.51	16,976.64	3,346.09	18,020.00	18.57%
CAPITAL OUTLAYS	443,913.29	36,696.53	33,505.47	30,000.00	111.68%
CONTINGENCY	7,334.50	122,704.77	350.00	122,000.00	0.29%
CONTRACTUAL SERVICES	333,540.28	530,758.30	98,386.75	139,066.00	70.75%
INTERFUND TRANSFER	933,600.98	1,569,128.48	0.00	1,252,200.00	0.00%
<b>GENERAL ADMINISTRATION</b>	<b>3,206,733.92</b>	<b>3,822,246.80</b>	<b>780,138.93</b>	<b>3,277,074.00</b>	<b>23.81%</b>
<b>COMMUNITY DEVELOPMENT</b>					
PERSONAL SERVICES	225,433.82	257,644.86	97,714.23	280,609.00	34.82%
OTHER SERVICES & CHARGES	94,167.87	59,771.45	7,071.20	81,630.00	8.66%
SUPPLIES	2,533.78	4,235.80	629.97	5,300.00	11.89%
CAPITAL OUTLAYS	0.00	0.00	0.00	0.00	
<b>COMMUNITY DEVELOPMENT</b>	<b>322,135.47</b>	<b>321,652.11</b>	<b>105,415.40</b>	<b>367,539.00</b>	<b>28.68%</b>
<b>GENERAL ADMINISTRATION</b>					
PERSONAL SERVICES	4,269,331.20	4,610,688.14	1,698,422.96	5,029,664.00	33.77%
OTHER SERVICES & CHARGES	369,478.24	395,557.49	250,322.03	390,380.00	64.12%
SUPPLIES	87,895.61	128,788.88	37,299.36	130,815.00	28.51%
CAPITAL OUTLAYS	40,975.52	32,176.67	1,009.23	32,500.00	3.11%
CONTRACTUAL SERVICES	60,000.00	60,000.00	24,000.00	60,000.00	40.00%

Exhibit "A"  
CITY OF BEATRICE, NEBRASKA

GENERAL FUND BUDGETARY STATEMENTS

FOR THE CURRENT YEAR TO DATE

AS COMPARED TO THE PRIOR TWO FISCAL YEARS

DESCRIPTION	PRIOR YEAR 2	PRIOR YEAR 1	Current as of	CURRENT YEAR	%
	ACTUAL FY2024	ACTUAL FY2025	1/31/2026	BUDGET FY2026	YTD
<b>POLICE</b>	4,827,680.57	5,227,211.18	<b>2,011,053.58</b>	5,643,359.00	35.64%
PERSONAL SERVICES	2,797,074.28	3,078,807.52	<b>1,177,597.57</b>	3,464,710.00	33.99%
OTHER SERVICES & CHARGES	376,880.97	391,032.87	<b>150,353.68</b>	405,860.00	37.05%
SUPPLIES	161,729.02	159,109.18	<b>66,851.89</b>	181,300.00	36.87%
CAPITAL OUTLAYS	717.99	1,390.92	<b>1,607.78</b>	6,500.00	24.74%
<b>FIRE</b>	3,336,402.26	3,630,340.49	<b>1,396,410.92</b>	4,058,370.00	34.41%
PERSONAL SERVICES	515,567.01	550,335.90	<b>160,014.62</b>	663,404.00	24.12%
OTHER SERVICES & CHARGES	192,935.42	196,015.42	<b>157,264.46</b>	227,465.00	69.14%
SUPPLIES	174,442.40	193,801.85	<b>45,800.13</b>	173,950.00	26.33%
CAPITAL OUTLAYS	83,011.55	29,151.24	<b>16,901.00</b>	62,400.00	27.08%
CONTRACTUAL SERVICES	69,714.75	85,203.43	<b>28,306.00</b>	85,000.00	33.30%
<b>PUBLIC PROPERTIES</b>	1,035,671.13	1,054,507.84	<b>408,286.21</b>	1,212,219.00	33.68%
PERSONAL SERVICES	336,618.00	353,513.91	<b>127,652.86</b>	408,206.00	31.27%
OTHER SERVICES & CHARGES	55,378.43	71,254.12	<b>50,703.80</b>	72,304.00	70.13%
SUPPLIES	14,399.14	10,624.82	<b>5,108.76</b>	14,000.00	36.49%
CAPITAL OUTLAYS	118,903.39	143,868.67	<b>51,604.02</b>	121,821.00	42.36%
<b>LIBRARY</b>	525,298.96	579,261.52	<b>235,069.44</b>	616,331.00	38.14%
<b>GENERAL FUND EXPENDITURES</b>	13,253,922.31	14,635,219.94	<b>4,936,374.48</b>	15,174,892.00	32.53%

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
COMBINED CASH INVESTMENT  
JANUARY 31, 2026

### COMBINED CASH ACCOUNTS

9-127-21	SFB - DEBT SERVICE RESERVE	431,238.83
9-127-22	SERIES 2011/2013 BONDS - REST	( 343,170.73)
9-127-23	SRF RESV - REST	( 85,341.78)
9-127-80	SFB - BOND REVENUE RESV	3,990,122.52
9-127-81	REST - BOND REV	( 3,990,122.52)
9-131-00	SECURITY 1ST BANK - CHECKING	243,684.93
9-132-00	PINNACLE BANK - PAYROLL	1,807.72
9-132-01	PAYROLL - PINNACLE RESTRICTED	( 1,000.00)
9-133-00	CASH-BUSINESS DEBIT ACCOUNT	650.00
9-135-00	SFB - REVOLVING LOAN FUND	368,203.84
9-135-10	REST - REVOLVING LOAN FUND	( 368,203.84)
9-137-00	SECURITY FIRST BANK MM	6,157,992.71
		<hr/>
	TOTAL COMBINED CASH	6,405,861.68
9-100-00	CASH ALLOCATED TO OTHER FUNDS	( 6,405,861.68)
		<hr/>
	TOTAL UNALLOCATED CASH	<hr/> .00

### CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO ELECTRIC FUND	5,892,570.56
2	ALLOCATION TO WATER FUND	251,350.55
3	ALLOCATION TO WPC	261,940.57
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	6,405,861.68
	ALLOCATION FROM COMBINED CASH FUND - 1-10000	( 6,405,861.68)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<hr/> .00

## Exhibit "B"

### BEATRICE BOARD OF PUBLIC WORKS

#### BALANCE SHEET

JANUARY 31, 2026

#### ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	42,933,881.40	41,058,851.41
ACCUMULATED DEPRECIATION	( 26,187,436.61)	( 24,743,068.32)
	16,746,444.79	16,315,783.09
BOOK VALUE OF PLANT		
CONSTRUCTION WORK IN PROGRESS	404,807.86	293,668.03
 <u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	5,892,570.56	4,592,382.98
CUSTOMER DEPOSITS MM	214,684.22	624,377.75
CUSTOMER DEPOSITS INVESTMENTS	726,944.16	318,903.62
PAYROLL ACCOUNT	500.00	500.00
PETTY CASH	1,375.00	1,375.00
RATE STABILIZATION FUND	1,076,670.01	1,047,299.57
ELECTRIC INFRASTRUCTURE FUND	85,028.60	.00
XPRESS BILL PAY FUND	12,528.94	.00
TEMPORARY CASH INVESTMENTS	1,909,360.86	1,831,974.84
BOND DEBT & RESERVE ACCOUNT	4,115,547.00	33,670.79
REVOLVING LOAN FUND RESERVE	368,203.84	366,722.42
	14,403,413.19	8,817,206.97
TOTAL CASH ACCOUNTS		
CUSTOMER ACCOUNTS RECEIVABLE	9,534.47	2,147.30
GARBAGE ACCOUNTS RECEIVABLE	13,148.22	11,160.48
COTTONWOOD SALES RECEIVABLE	170,970.05	49,372.56
DEVELOPER CONTRIBUTION RECEIVABLE	87,771.04	149,851.24
ALLOWANCE FOR BAD DEBTS	( 24,556.81)	( 19,912.99)
	256,866.97	192,618.59
BALANCE OF ACCOUNTS RECEIVABLE		
BUILDING MAINTENANCE FUND	( 7,620.71)	( 12,172.88)
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	8,100.88	6,719.72
OPERATION AND MAINTENANCE INVENTORY	996,804.20	1,121,066.19
PREPAID EXPENSES	123,923.00	108,932.00
INTEREST RECEIVABLE	32,005.00	38,357.39
ACCRUED UTILITY REVENUES	1,753,099.17	1,682,594.53
	34,717,844.35	28,564,773.63
TOTAL ASSETS		

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
BALANCE SHEET  
JANUARY 31, 2026

ELECTRIC FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
2025 BONDS PAYABLE	3,896,390.70	.00
2025 BOND PREMIUM	54,777.03	.00
ACCOUNTS PAYABLE	1,700,107.29	1,510,643.96
UNCLAIMED PROPERTY PAYABLE	( 3,035.25)	.00
ACCOUNTS PAYABLE-GARBAGE	19,136.43	16,335.55
CUSTOMER DEPOSITS PAYABLE	873,706.46	899,460.00
SALES TAX PAYABLE-STATE	.00	1,149.62
SALES TAX PAYABLE-LOCAL	.00	418.04
SALES TAX PAYABLE-COUNTY	.51	( .02)
ACCRUED INTEREST PAYABLE	( 221.01)	.00
ACCRUED VACATION TIME	155,098.97	147,769.06
ACCRUED COMP TIME PAYABLE	27,557.18	21,723.00
ACCRUED SICK TIME PAYABLE	309,175.99	294,383.86
	7,032,694.30	2,891,883.07
<u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	13,345,660.00	16,620,637.00
RESTRICTED FOR DEBT SERVICE	59,376.00	.00
RESTRICTED FOR REVLOVING LOAN	367,707.52	366,228.52
UNRESTRICTED NET POSITION	13,654,372.17	9,231,886.78
REVENUE OVER EXPENDITURES - YTD	258,034.36	( 545,861.74)
	27,685,150.05	25,672,890.56
BALANCE - CURRENT DATE		
	27,685,150.05	25,672,890.56
TOTAL FUND EQUITY		
	34,717,844.35	28,564,773.63
TOTAL LIABILITIES AND EQUITY		

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
OPERATING STATEMENT  
FOR THE 4 MONTHS ENDING JANUARY 31, 2026

ELECTRIC FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	335,112.98	1,182,098.69	( 3,868,500.00)	( 5,050,598.69)	30.6	1,128,477.
RESIDENTIAL HEATING SALES	398,104.67	1,190,003.30	( 3,072,000.00)	( 4,262,003.30)	38.7	1,088,237.
GENERAL SERVICE SALES	148,841.43	539,565.14	( 1,600,000.00)	( 2,139,565.14)	33.7	510,342.
GENERAL SERVICE HEATING SALES	118,037.96	348,342.76	( 910,500.00)	( 1,258,842.76)	38.3	308,591.
GENERAL SERVICE DEMAND SALES	512,442.49	1,970,997.80	( 5,900,000.00)	( 7,870,997.80)	33.4	1,947,793.
LARGE POWER CONTRACT	190,804.55	732,567.72	( 1,750,000.00)	( 2,482,567.72)	41.9	437,681.
PUBLIC STREET & HIGHWAY LIGHTING	7,737.73	30,714.26	( 88,000.00)	( 118,714.26)	34.9	29,103.
INFRASTRUCTURE FEE	22,601.00	90,730.60	( 840,000.00)	( 930,730.60)	10.8	
INTERDEPARTMENTAL SALES	3,521.41	15,376.12	( 50,000.00)	( 65,376.12)	30.8	19,000.
SECURITY LIGHTING SALES	8,588.72	34,284.96	( 102,000.00)	( 136,284.96)	33.6	35,011.
ENGINEERING DEPARTMENT INCOME	14,522.00	58,148.00	( 174,000.00)	( 232,148.00)	33.4	53,322.
MARKET SALES	183,865.86	351,524.19	( 650,000.00)	( 1,001,524.19)	54.1	120,415.
RENEWABLE ENERGY CREDITS	.00	.00	( 100,000.00)	( 100,000.00)	.0	
<b>TOTAL OPERATING REVENUE</b>	<b>1,944,180.80</b>	<b>6,544,353.54</b>	<b>( 19,105,000.00)</b>	<b>( 25,649,353.54)</b>	<b>34.3</b>	<b>5,677,977.</b>
<b>OPERATING EXPENSE</b>						
PURCHASED POWER	( 1,243,760.64)	( 3,912,716.65)	( 10,200,000.00)	( 6,287,283.35)	( 38.4)	( 3,573,805.)
PURCHASED POWER - WAPA	( 51,497.01)	( 175,592.47)	( 525,000.00)	( 349,407.53)	( 33.5)	( 156,595.)
PURCHASED POWER - COTTONWOOD	( 112,393.65)	( 375,587.12)	( 1,300,000.00)	( 924,412.88)	( 28.9)	( 441,433.)
OPERATION & MAINTENANCE	( 83,399.67)	( 348,700.42)	( 1,506,638.00)	( 1,157,937.58)	( 23.1)	( 530,752.)
ACCOUNTING & COLLECTING	( 17,157.74)	( 66,710.64)	( 164,121.00)	( 97,410.36)	( 40.7)	( 93,070.)
METER READING	( 2,773.75)	( 10,929.86)	( 35,378.00)	( 24,448.14)	( 30.9)	( 13,192.)
ENGINEERING DEPARTMENT	( 36,233.65)	( 149,531.70)	( 455,420.00)	( 305,888.30)	( 32.8)	( 158,994.)
INFOMATIONAL TECH - COMPUTERS	.00	( 8,597.85)	.00	8,597.85	.0	( 114,582.)
ADMINISTRATIVE	( 67,225.48)	( 267,473.46)	( 807,385.00)	( 539,911.54)	( 33.1)	( 69,923.)
GENERAL	( 104,433.11)	( 424,867.85)	( 988,076.00)	( 563,208.15)	( 43.0)	( 382,574.)
VEHICLE & EQUIPMENT EXPENSES	( 16,430.41)	( 79,877.97)	( 171,500.00)	( 91,622.03)	( 46.6)	( 92,297.)
DEPRECIATION	( 125,455.58)	( 503,406.45)	( 1,465,000.00)	( 961,593.55)	( 34.4)	( 490,396.)
<b>TOTAL OPERATING EXPENSES</b>	<b>( 1,860,760.69)</b>	<b>( 6,323,992.44)</b>	<b>( 17,618,518.00)</b>	<b>( 11,294,525.56)</b>	<b>( 35.9)</b>	<b>( 6,117,617.)</b>
<b>NET OPERATING REVENUE</b>	<b>83,420.11</b>	<b>220,361.10</b>	<b>( 36,723,518.00)</b>	<b>( 36,943,879.10)</b>	<b>.6</b>	<b>( 439,639.)</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	22,127.88	153,562.84	( 1,058,000.00)	( 1,211,562.84)	14.5	103,146.
INTEREST INCOME	21,594.83	83,193.97	( 101,000.00)	( 184,193.97)	82.4	98,117.
RESTRICTED INTEREST INCOME	10,839.45	44,913.25	.00	( 44,913.25)	.0	492
INTEREST EXPENSES	.00	.00	( 197,930.00)	( 197,930.00)	.0	
MUNICIPAL EXPENSE	( 60,457.73)	( 243,996.80)	( 742,185.00)	( 498,188.20)	( 32.9)	( 307,978.)
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>( 16,560.68)</b>	<b>( 6,783.12)</b>	<b>( 2,099,115.00)</b>	<b>( 2,092,331.88)</b>	<b>( .3)</b>	<b>( 106,715.)</b>
<b>TOTAL NET INCOME OR (LOSS)</b>	<b>77,524.54</b>	<b>258,034.36</b>	<b>( 38,822,633.00)</b>	<b>( 39,080,667.36)</b>	<b>.7</b>	<b>( 545,861.)</b>

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
BALANCE SHEET  
JANUARY 31, 2026

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>ASSETS</u>		
PLANT	33,838,110.41	33,325,367.95
ACCUMULATED DEPRECIATION	( 17,132,235.80)	( 16,199,266.83)
	16,705,874.61	17,126,101.12
BOOK VALUE OF PLANT		
CONSTRUCTION WORK IN PROGRESS	909,356.97	119,426.94
 <u>CASH ACCOUNTS</u>		
CASH & CASH EQUIVALENTS	251,350.55	539,992.63
PAYROLL ACCOUNT	300.00	300.00
PETTY CASH	300.00	300.00
WATER INFRASTRUCTURE FEE	1,193,362.69	964,763.58
TEMPORARY CASH INVESTMENTS CD'S	580,493.35	557,723.98
BOND DEBT & RESERVE ACCOUNT	110,442.53	71,070.93
SRF RESERVE ACCOUNT	85,341.78	36,541.07
	2,221,590.90	2,170,692.19
TOTAL CASH ACCOUNTS		
CUSTOMER ACCOUNTS RECEIVABLE	165,403.64	21,120.97
ALLOWANCE FOR BAD DEBTS	( 13,699.41)	( 12,864.54)
	151,704.23	8,256.43
BALANCE OF ACCOUNTS RECEIVABLE		
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	.00	473.34
OPERATION AND MAINTENANCE INVENTORY	730,072.93	799,734.90
PREPAID EXPENSES	103,038.99	75,131.99
INTEREST RECEIVABLE	9,174.23	10,574.72
ACCRUED UTILITY REVENUES	206,867.52	199,885.17
	21,037,680.38	20,510,276.80
TOTAL ASSETS		

# Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
BALANCE SHEET  
JANUARY 31, 2026

WATER FUND

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
SRF BONDS PAYABLE	8,104,292.62	8,386,927.09
2025 BONDS PAYABLE	629,437.99	.00
2025 BOND PREMIUM	8,449.56	.00
ACCOUNTS PAYABLE	66,850.87	38,498.24
SALES TAX PAYABLE-STATE	79.56	.00
SALES TAX PAYABLE-LOCAL	( 79.56)	.00
ACCRUED INTEREST PAYABLE	( 1,188.71)	( 1,043.30)
ACCRUED FICA TAXES PAYABLE	25.00	25.00
ACCRUED VACATION TIME	46,595.40	37,155.25
ACCRUED COMP TIME PAYABLE	19,414.63	15,947.44
ACCRUED SICK TIME	32,999.88	29,822.81
	8,906,877.24	8,507,332.53
<u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	8,155,441.00	8,202,869.00
RESTRICTED FOR DEBT SERVICE	73,176.00	.00
UNRESTRICTED NET POSITION	3,866,103.41	3,827,847.20
REVENUE OVER EXPENDITURES - YTD	36,082.73	( 27,771.93)
	12,130,803.14	12,002,944.27
TOTAL FUND EQUITY	12,130,803.14	12,002,944.27
TOTAL LIABILITIES AND EQUITY	21,037,680.38	20,510,276.80

# Exhibit "B"

## BEATRICE BOARD OF PUBLIC WORKS OPERATING STATEMENT FOR THE 4 MONTHS ENDING JANUARY 31, 2026

### WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YTD AMT
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	114,447.10	483,613.65	( 1,658,500.00)	( 2,142,113.65)	29.2	513,474.1
COMMERCIAL SALES	38,162.27	179,696.63	( 680,000.00)	( 859,696.63)	26.4	205,108.4
CONTRACT SALES	31,908.42	131,265.84	( 400,000.00)	( 531,265.84)	32.8	130,934.0
INFRASTRUCTURE FEE	22,828.00	91,568.00	( 276,000.00)	( 367,568.00)	33.2	46,947.0
<b>TOTAL OPERATING REVENUE</b>	<b>207,345.79</b>	<b>886,144.12</b>	<b>( 3,014,500.00)</b>	<b>( 3,900,644.12)</b>	<b>29.4</b>	<b>896,465.7</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 117,603.37)	( 399,425.39)	( 1,261,512.00)	( 862,086.61)	( 31.7)	( 386,734.1
ACCOUNTING & COLLECTING	( 20,978.21)	( 51,531.34)	( 112,152.00)	( 60,620.66)	( 46.0)	( 57,394.7
METER READING	( 1,510.85)	( 6,888.65)	( 21,726.00)	( 14,837.35)	( 31.7)	( 5,117.3
ENGINEERING DEPARTMENT	( 3,903.00)	( 15,612.00)	( 46,837.00)	( 31,225.00)	( 33.3)	( 13,412.0
ADMINISTRATIVE	( 29,524.90)	( 118,859.10)	( 353,670.00)	( 234,810.90)	( 33.6)	( 41,515.7
GENERAL	( 56,263.88)	( 207,222.54)	( 592,960.00)	( 385,737.46)	( 35.0)	( 181,407.8
VEHICLE & EQUIPMENT EXPENSES	( 17,843.53)	( 9,712.35)	( 91,000.00)	( 81,287.65)	( 10.7)	( 8,485.9
DEPRECIATION	( 86,223.06)	( 343,647.97)	( 990,000.00)	( 646,352.03)	( 34.7)	( 326,306.7
<b>TOTAL OPERATING EXPENSES</b>	<b>( 298,163.74)</b>	<b>( 1,152,899.34)</b>	<b>( 3,469,857.00)</b>	<b>( 2,316,957.66)</b>	<b>( 33.2)</b>	<b>( 1,020,374.5</b>
<b>NET OPERATING INCOME (LOSS)</b>	<b>( 90,817.95)</b>	<b>( 266,755.22)</b>	<b>( 6,484,357.00)</b>	<b>( 6,217,601.78)</b>	<b>( 4.1)</b>	<b>( 123,909.4</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	42,458.52	143,926.41	( 287,500.00)	( 431,426.41)	50.1	88,289.0
INTEREST INCOME	7,401.18	32,130.17	( 100,000.00)	( 132,130.17)	32.1	38,154.0
RESTRICTED INTEREST INCOME	722.75	2,722.74	( 3,000.00)	( 5,722.74)	90.8	2,166.0
GRANT INCOME	133,134.29	133,134.29	.00	( 133,134.29)	.0	.
OTHER INCOME	453.14	5,084.81	( 2,000.00)	( 7,084.81)	254.2	326.0
INTEREST EXPENSES	.00	.00	( 441,424.00)	( 441,424.00)	.0	.
MUNICIPAL EXPENSE	( 1,831.00)	( 14,160.47)	( 70,500.00)	( 56,339.53)	( 20.1)	( 32,799.1
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>182,338.88</b>	<b>302,837.95</b>	<b>( 904,424.00)</b>	<b>( 1,207,261.95)</b>	<b>33.5</b>	<b>96,137.0</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>91,520.93</b>	<b>36,082.73</b>	<b>( 7,388,781.00)</b>	<b>( 7,424,863.73)</b>	<b>.5</b>	<b>( 27,771.5</b>

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
BALANCE SHEET  
JANUARY 31, 2026

WPC

	CURRENT YEAR	PREVIOUS YEAR
<b><u>ASSETS</u></b>		
PLANT	28,981,795.57	27,467,442.55
ACCUMULATED DEPRECIATION	( 18,590,356.35)	( 18,267,684.31)
	10,391,439.22	9,199,758.24
BOOK VALUE OF PLANT		
CONSTRUCTION WORK IN PROGRESS	479,234.63	11,124.50
 <b><u>CASH ACCOUNTS</u></b>		
CASH & CASH EQUIVALENTS	261,940.57	1,356,623.36
PAYROLL ACCOUNT	200.00	200.00
PETTY CASH	175.00	175.00
SEWER INFRASTRUCTURE FEE	2,763,135.50	2,332,962.08
BOND DEBT & RESERVE ACCOUNT	107,303.69	119,129.19
	3,132,754.76	3,809,089.63
TOTAL CASH ACCOUNTS		
CUSTOMER ACCOUNTS RECEIVABLE	401,062.25	12,534.97
ALLOWANCE FOR BAD DEBTS	( 7,564.58)	( 6,636.67)
	393,497.67	5,898.30
BALANCE OF ACCOUNTS RECEIVABLE		
INTERDEPARTMENTAL ACCOUNTS RECEIVABLE	1,450.40	964.67
PREPAID EXPENSES	62,887.00	51,219.00
ACCRUED UTILITY REVENUES	199,071.54	191,967.71
	14,660,335.22	13,270,022.05
TOTAL ASSETS		

## Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
BALANCE SHEET  
JANUARY 31, 2026

WPC

	CURRENT YEAR	PREVIOUS YEAR
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
2025 BONDS PAYABLE	469,171.31	.00
2025 BOND PREMIUM	6,298.11	.00
ACCOUNTS PAYABLE	193,883.63	74,069.68
ACCRUED INTEREST PAYABLE	( 129.57)	.00
ACCRUED VACATION TIME	31,325.57	33,716.02
ACCRUED COMP TIME PAYABLE	11,780.10	7,438.73
ACCRUED SICK TIME	38,119.94	34,910.95
TOTAL LIABILITIES	750,449.09	150,135.38
 <u>FUND EQUITY</u>		
NET INVEST IN CAPITAL ASSETS	9,649,202.00	9,343,905.00
RESTRICTED FOR DEBT SERVICE	102,753.00	.00
UNRESTRICTED NET POSITION	4,172,663.06	3,585,330.82
REVENUE OVER EXPENDITURES - YTD	( 14,731.93)	190,650.85
BALANCE - CURRENT DATE	13,909,886.13	13,119,886.67
TOTAL FUND EQUITY	13,909,886.13	13,119,886.67
TOTAL LIABILITIES AND EQUITY	14,660,335.22	13,270,022.05

# Exhibit "B"

BEATRICE BOARD OF PUBLIC WORKS  
OPERATING STATEMENT  
FOR THE 4 MONTHS ENDING JANUARY 31, 2026

WPC

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT	PREV YEAR YTD
<b>OPERATING REVENUE</b>						
RESIDENTIAL SALES	117,595.63	471,996.89	( 1,396,000.00)	( 1,867,996.89)	33.8	464,844.1
COMMERCIAL SALES	42,334.60	190,766.95	( 680,000.00)	( 870,766.95)	28.1	205,456.1
INFRASTRUCTURE FEE	39,378.00	157,952.00	( 470,000.00)	( 627,952.00)	33.6	113,221.1
<b>TOTAL OPERATING REVENUE</b>	<b>199,308.23</b>	<b>820,715.84</b>	<b>( 2,546,000.00)</b>	<b>( 3,366,715.84)</b>	<b>32.2</b>	<b>783,522.1</b>
<b>OPERATING EXPENSE</b>						
OPERATION & MAINTENANCE	( 87,322.39)	( 383,980.94)	( 875,812.00)	( 491,831.06)	( 43.8)	( 275,931.1
ACCOUNTING & COLLECTING	( 7,062.72)	( 36,267.09)	( 93,519.00)	( 57,251.91)	( 38.8)	( 29,641.1
METER READING	( 1,125.16)	( 4,698.69)	( 13,151.00)	( 8,452.31)	( 35.7)	( 4,435.1
ENGINEERING DEPARTMENT	( 3,903.00)	( 15,612.00)	( 46,837.00)	( 31,225.00)	( 33.3)	( 13,412.1
ADMINISTRATIVE	( 20,039.60)	( 80,073.89)	( 240,211.00)	( 160,137.11)	( 33.3)	( 27,425.1
GENERAL	( 32,424.44)	( 124,174.61)	( 366,575.00)	( 242,400.39)	( 33.9)	( 88,502.1
VEHICLE & EQUIPMENT EXPENSES	( 4,090.56)	( 18,081.81)	( 65,000.00)	( 46,918.19)	( 27.8)	( 14,801.1
DEPRECIATION	( 59,382.85)	( 237,706.19)	( 640,000.00)	( 402,293.81)	( 37.1)	( 200,945.1
<b>TOTAL OPERATING EXPENSES</b>	<b>( 215,350.72)</b>	<b>( 900,595.22)</b>	<b>( 2,341,105.00)</b>	<b>( 1,440,509.78)</b>	<b>( 38.5)</b>	<b>( 655,095.1</b>
<b>NET OPERATING REVENUE</b>	<b>( 16,042.49)</b>	<b>( 79,879.38)</b>	<b>( 4,887,105.00)</b>	<b>( 4,807,225.62)</b>	<b>( 1.6)</b>	<b>128,426.1</b>
<b>OTHER INCOME (EXPENSES)</b>						
MISCELLANEOUS INCOME	5,055.41	27,114.93	( 68,000.00)	( 95,114.93)	39.9	25,446.1
INTEREST INCOME	9,798.47	41,649.80	( 100,000.00)	( 141,649.80)	41.7	46,767.1
RESTRICTED INTEREST INCOME	375.23	1,413.83	( 4,000.00)	( 5,413.83)	35.4	1,505.1
GRANT INCOME	.00	.00	( 2,000,000.00)	( 2,000,000.00)	.0	.0
OTHER INCOME	210.00	1,225.00	( 1,000.00)	( 2,225.00)	122.5	1,715.1
INTEREST EXPENSES	.00	.00	( 111,055.00)	( 111,055.00)	.0	.0
MUNICIPAL EXPENSE	( 537.50)	( 6,256.11)	( 30,500.00)	( 24,243.89)	( 20.5)	( 13,210.1
<b>NET NONOPERATING INCOME (EXPENSE)</b>	<b>14,901.61</b>	<b>65,147.45</b>	<b>( 2,314,555.00)</b>	<b>( 2,379,702.45)</b>	<b>2.8</b>	<b>62,224.1</b>
<b>TOTAL NET INCOME (LOSS)</b>	<b>( 1,140.88)</b>	<b>( 14,731.93)</b>	<b>( 7,201,660.00)</b>	<b>( 7,186,928.07)</b>	<b>( .2)</b>	<b>190,650.1</b>

## Exhibit "B"

CITY OF BEATRICE  
BALANCE SHEET  
JANUARY 31, 2026

### STREET FUND

<u>ASSETS</u>			
03-00-100-00	CASH - COMBINED CASH FUND	3,032,168.27	
03-00-101-03	CASH-HIGHWAY ALLOC DEBT RESV	105,976.00	
03-00-103-01	CASH-BOND FUNDS	640,859.27	
03-00-120-00	ACCOUNTS RECEIVABLE	75,515.75	
03-00-128-00	DUE FROM OTHER FUND	239,398.65	
03-00-129-00	DUE FROM OTHER GOVERNMENTS	290,082.11	
03-00-130-00	DUE FROM SPEC ASSESS FUND	49,626.00	
	TOTAL ASSETS		4,433,626.05
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
03-00-201-00	ACCOUNTS PAYABLE	5,189.63	
03-00-215-00	ACCRUED INTEREST PAYABLE	34,585.00	
03-00-231-00	BONDS PAYABLE-L.T.	2,600,000.00	
	TOTAL LIABILITIES		2,639,774.63
<u>FUND EQUITY</u>			
03-00-250-01	DESIGNATED FOR STREETS	2,312,581.07	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER (UNDER) EXPENDITURES - YTD	( 518,729.65)	
	BALANCE - CURRENT DATE	( 518,729.65)	
	TOTAL FUND EQUITY		1,793,851.42
	TOTAL LIABILITIES AND EQUITY		4,433,626.05

## Exhibit "B"

CITY OF BEATRICE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING JANUARY 31, 2026

		STREET FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>SALES TAX</u>						
03-20-313-01	SALES TAX (30%OF1%)LESS MV	15,000.00	99,391.95	250,000.00	150,608.05	39.8
03-20-313-02	SALES TAX ON MOTOR VEHICLES	50,000.00	196,052.25	630,000.00	433,947.75	31.1
	<b>TOTAL SALES TAX</b>	<b>65,000.00</b>	<b>295,444.20</b>	<b>880,000.00</b>	<b>584,555.80</b>	<b>33.6</b>
<u>STATE AGENCY AID</u>						
03-20-332-01	HIGHWAY ALLOCATION, INCEN PMT	138,927.58	623,984.21	1,845,514.00	1,221,529.79	33.8
03-20-332-02	STATE MAINTENANCE CONTRACT	.00	.00	65,898.00	65,898.00	.0
03-20-332-05	STATE PROJECT FUNDING	.00	.00	280,000.00	280,000.00	.0
03-20-332-06	MOTOR VEHICLE FEE PMT	.00	.00	125,000.00	125,000.00	.0
	<b>TOTAL STATE AGENCY AIDL</b>	<b>138,927.58</b>	<b>623,984.21</b>	<b>2,316,412.00</b>	<b>1,692,427.79</b>	<b>26.9</b>
<u>FEDERAL AGENCY AID</u>						
03-20-334-01	FEDERAL GRANTS	.00	170,644.67	500,000.00	329,355.33	34.1
	<b>TOTAL FEDERAL AGENCY AID</b>	<b>.00</b>	<b>170,644.67</b>	<b>500,000.00</b>	<b>329,355.33</b>	<b>34.1</b>
<u>STREET FEES</u>						
03-20-349-00	STREET CHARGES FOR SERVICES	1,581.25	4,002.96	8,000.00	3,997.04	50.0
03-20-349-02	STREET SALES	.00	150.00	500.00	350.00	30.0
03-20-349-03	STREET REIMBURSEMENTS	1,755.70	6,841.50	24,000.00	17,158.50	28.5
	<b>TOTAL STREET FEES</b>	<b>3,336.95</b>	<b>10,994.46</b>	<b>32,500.00</b>	<b>21,505.54</b>	<b>33.8</b>
<u>INTEREST EARNINGS</u>						
03-20-361-01	INTEREST EARNING - HWY ALL BND	2,626.22	19,687.07	.00	( 19,687.07)	.0
	<b>TOTAL INTEREST EARNINGS</b>	<b>2,626.22</b>	<b>19,687.07</b>	<b>.00</b>	<b>( 19,687.07)</b>	<b>.0</b>
<u>DONATIONS</u>						
03-20-367-01	PRVATE FUNDING	8,280.42	82,289.92	.00	( 82,289.92)	.0
	<b>TOTAL DONATIONS</b>	<b>8,280.42</b>	<b>82,289.92</b>	<b>.00</b>	<b>( 82,289.92)</b>	<b>.0</b>
	<b>TOTAL FUND REVENUE</b>	<b>218,171.17</b>	<b>1,203,044.53</b>	<b>3,728,912.00</b>	<b>2,525,867.47</b>	<b>32.3</b>

## Exhibit "B"

### CITY OF BEATRICE EXPENDITURES WITH COMPARISON TO BUDGET FOR THE 4 MONTHS ENDING JANUARY 31, 2026

STREET FUND		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>STREET FUND</u>						
03-20-411-01	SALARIES (MAINT)	44,128.25	180,649.40	549,237.00	368,587.60	32.9
03-20-411-02	SALARIES (OVERTIME)	1,283.17	3,578.47	12,765.00	9,186.53	28.0
03-20-411-03	SALARIES (PART-TIME)	.00	.00	17,500.00	17,500.00	.0
03-20-411-06	SALARIES(BPW SNOW/OTHER MAINT)	.00	.00	2,000.00	2,000.00	.0
03-20-411-07	SALARIES (LEGAL/CITY)	827.00	3,308.00	11,677.00	8,369.00	28.3
03-20-411-10	SALARIES (BPW ENGINEERING)	5,612.00	22,448.00	67,349.00	44,901.00	33.3
03-20-411-20	SALARIES (CITY-MGR SERVICES)	1,776.00	7,104.00	21,306.00	14,202.00	33.3
03-20-412-01	SOCIAL SECURITY	3,323.30	13,558.93	45,507.00	31,948.07	29.8
03-20-413-01	RETIREMENT	2,360.72	9,729.23	32,817.00	23,087.77	29.7
03-20-414-01	HEALTH & LIFE INSURANCE	25,225.00	100,875.00	293,664.00	192,789.00	34.4
03-20-415-01	WORKERS' COMPENSATION	.00	43,316.00	54,218.00	10,902.00	79.9
03-20-421-01	INSURANCE	.00	33,148.00	34,287.00	1,139.00	96.7
03-20-422-60	INFO. TECH. SERVICES	7,192.00	28,768.00	86,303.00	57,535.00	33.3
03-20-424-01	BUILDING MAINT /REPAIRS	130.00	637.00	2,500.00	1,863.00	25.5
03-20-424-02	EQUIP OTHER & RADIO REPAIR	57.00	57.00	1,000.00	943.00	5.7
03-20-424-03	ROAD EQUIP REP/MAINT (LABOR)	4,344.45	22,259.23	45,000.00	22,740.77	49.5
03-20-425-01	BUILDING RENTALS (SHOP-BPW)	250.00	1,000.00	3,000.00	2,000.00	33.3
03-20-425-04	EQUIPMENT RENTALS	.00	1,381.25	8,000.00	6,618.75	17.3
03-20-425-05	SOFTWARE MAINTENANCE	.00	.00	5,800.00	5,800.00	.0
03-20-425-06	WEED SPRAYING/TREE TRIMMING	.00	465.00	4,750.00	4,285.00	9.8
03-20-426-01	TRAINING/TRAVEL EXPENSES	.00	50.00	4,000.00	3,950.00	1.3
03-20-427-01	TELEPHONE	50.00	200.00	.00	( 200.00)	.0
03-20-429-04	BAD DEBT EXPENSE	.00	.00	200.00	200.00	.0
03-20-429-05	OTHER SERV & CHGS (MS4)	.00	12,165.00	35,000.00	22,835.00	34.8
03-20-429-06	OTHER SERV & CHGS (SPC FEES)	13,009.75	33,205.83	45,000.00	11,794.17	73.8
03-20-432-01	GAS & OIL	3,833.88	10,162.51	58,000.00	47,837.49	17.5
03-20-432-02	UNIFORMS	.00	429.28	3,000.00	2,570.72	14.3
03-20-432-04	CHEMICALS	.00	49.98	10,000.00	9,950.02	.5
03-20-432-09	TRAFFIC CONTROL	6,223.75	8,757.05	25,000.00	16,242.95	35.0
03-20-432-13	SHOP/JANITORIAL/OSHA SUPPLIES	411.89	2,379.12	8,500.00	6,120.88	28.0
03-20-433-02	ROAD EQ MNT TIRES/BROOMS/BLADE	637.00	15,936.76	30,000.00	14,063.24	53.1
03-20-433-03	ROAD EQUIP REPAIRS (PARTS)	5,301.09	33,675.86	55,000.00	21,324.14	61.2
03-20-433-05	ROAD IMP MATERIALS (IN-HOUSE)	2,815.80	11,601.52	125,000.00	113,398.48	9.3
03-20-433-06	ROAD MATERIALS ICE CONTROL	.00	17,172.55	75,000.00	57,827.45	22.9
03-20-434-01	SMALL TOOLS & MINOR EQ	739.90	3,553.51	3,500.00	( 53.51)	101.5
03-20-443-01	STREET IMP/ARMORCOAT/REJUVINAT	.00	.00	65,000.00	65,000.00	.0
03-20-443-06	STREET IMP/MISC CONC REPAIR	2,556.00	26,356.47	150,000.00	123,643.53	17.6
03-20-443-12	STREET IMP/HIGHWAY PROJECTS	.00	.00	500,000.00	500,000.00	.0
03-20-443-13	STREET IMP/QCT ELLA STREET	.00	4,264.00	.00	( 4,264.00)	.0
03-20-443-15	STREET IMP - DT BEAUTIFICATION	.00	( 5,696.70)	.00	5,696.70	.0
03-20-443-20	STREET IMP/RECONSTRUCTION	1,208.75	4,423.75	375,000.00	370,576.25	1.2
03-20-443-21	STREET IMP/NEW STREETS	252,602.76	1,004,429.20	1,496,631.00	492,201.80	67.1
03-20-443-22	STREET IMP-33RD & LINCOLN	5,330.00	7,716.25	.00	( 7,716.25)	.0
03-20-443-24	STREET IMP/STORM SEWER RECONC	.00	.00	50,000.00	50,000.00	.0
03-20-444-01	MACHINERY & EQUIPMENT	.00	.00	514,000.00	514,000.00	.0
03-20-451-01	CONTINGENCY	.00	.00	100,000.00	100,000.00	.0
03-20-472-01	INTEREST-HWY ALLOC SERIES 25	.00	51,877.02	109,165.00	57,287.98	47.5
03-20-499-03	STREET VEHICLE TIME	6,782.71	6,782.71	.00	( 6,782.71)	.0
<b>TOTAL STREET FUND</b>		<b>398,012.17</b>	<b>1,721,774.18</b>	<b>5,135,676.00</b>	<b>3,413,901.82</b>	<b>33.5</b>

## Exhibit "B"

CITY OF BEATRICE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 4 MONTHS ENDING JANUARY 31, 2026

STREET FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
TOTAL FUND EXPENDITURES	398,012.17	1,721,774.18	5,135,676.00	3,413,901.82	33.5
NET REVENUE OVER(UNDER)EXPENDITURE	( 179,841.00)	( 518,729.65)	( 1,406,764.00)	( 888,034.35)	( 36.9)

Exhibit "C"  
**CODE VIOLATIONS SUMMARY**

	Year-to-Date
No Violation Found	0
Referred to BPD	0
Referred to Other City Department	0
Closed Cases	54

Current Pending Cases	2
Current Open Cases	45
Cases Closed in February	17

**PENDING: 2**

Case #	Date Opened	Violation	Reason for Violation	Location
20260049	1/30/2026	JMV		714 W Court Street
20260032	1/27/2026		Dog Bite	411 Court Street

**OPEN CASES: 45**

Case #	Date Opened	Violation	Reason for Violation	Location
20260102	2/26/2026	Code	car parts, scrap metal all around garage and car	823 Bell Street
20260101	2/26/2026	JMV		823 Bell Street
20260100	2/26/2026	Code	Couch next to garage along alleyway	1105 Bell Street
20260099	2/25/2026	Code	Recliner sitting on front porch	600 S 8th Street
20260098	2/25/2026	Code	Junk/Trash on front porch, junk/trash/toilet sitting next to the street. Recliner on front porch.	808 Perkins Street
20260097	2/25/2026	JMV		1120 Market Street
20260096	2/25/2026	JMV		1002 W Court Street
20260095	2/25/2026	JMV		807-809 ELLA
20260094	2/24/2026	Code		801 Ella Street
20260093	2/24/2026	JMV		323 N 12th Street

## Exhibit "C"

20260090	2/23/2026	JMV		1724 Carlyle Street
20260088	2/20/2026	JMV		1115 S 3rd Avenue
20260087	2/20/2026	JMV		1115 S 3rd Avenue
20260086	2/20/2026	JMV		529 Ella Street
20260085	2/20/2026	JMV		529 Ella Street
20260084	2/19/2026	JMV		527 N 21st Street
20260083	2/19/2026	JMV		507 N 25th Street
20260081	2/18/2026	Code	Couch sitting on front porch.	1006 Ella Street
20260080	2/18/2026	Code	Couch along garage and back yard	1319 Lincoln Boulevard
20260078	2/18/2026	Zoning	Roofing project with no roofing permit on file.	605 N 10th Street
20260077	2/17/2026	Code	Watching, cat house.	511 N 10th Street
20260076	2/17/2026	JMV		1201 N 8th Street
20260074	2/13/2026	JMV		601 N 9th Street
20260073	46066	JMV		1713 Monroe Street
20260069	46065	JMV		520 S 10th Street
20260068	46065	JMV		330 S 21st Street
20260067	46064	Code	Leather chair in driveway	122 N 9th Street
20260066	46064	Code	Dresser/Cabinet sitting along garages and alleyway	801 Ella Street
20260065	46064	Dilapidated		911 Ella Street
20260064	46063	JMV		1524 Summit Street
20260063	46063	Code	Over filled dumpster, spilling out, all over the ground.	1717 N 9th Street
20260057	46057	JMV		1124 Garfield Street
20260053	46055	Code	brown recliner on front porch	1321 Market Street
20260051	46055	Permit Violation	Dirt being hauled in to flood area on property. No flood district development paperwork filed.	
20260048	46052	JMV		916 Ella Street
20260031	46049	JMV		1623 Grant Street
20260030	46049	JMV		1301 Court Street
20260029	46049	JMV		1301 Court Street
20260028	46048	JMV		507 S 7th Street

## Exhibit "C"

20260021	46044	Zoning	wrong fence materials being used to put up fence	1426 N 8th Street
20260020	46044	Code	Mattresses in the backyard	400-406 N 11th Street
20260018	46043	Code	Couch on front porch, vehicles parking in required front and side yards.	401 N 18th Street
20260017	46073	Code	Refridgerator on the side of the garage.	1022 Herbert Street
20260007	46029	Code	Significant fire, heat and smoke damage to banquet room and restaurant.	403 Court Street
20260001	46024	Code	Residential structure destroyed by fire.	1821 S 2nd Street

**CLOSED IN FEBRUARY: 17**

Case #	Date Opened	Violation	Reason for Violation	Location
20260052	2/2/2026	Code	Mattress leaning up against dumpster.	820-830 W Mary Street
20260054	2/2/2026	Code	Mattress on front porch	902 Market Street
20260055	2/2/2026	Code	office chair next to the street	1120 Scott Street
20260056	2/2/2026	Code	Mattress in front yard	1301 LINCOLN
20260058	2/5/2026	Code	Mattresses in the back yard.	1301 Lincoln Street
20260059	2/5/2026	Code	Couch sitting next to the house	1112 W Court Street
20260060	2/5/2026	Code		
20260061	2/5/2026	Code	Fridge out next to the street	1311 N 7th Street
20260062	2/6/2026	Code	Couch, chair, recliner on side of the house.	1831 Summit Street
20260070	2/12/2026	JMV		520 S 10th Street
20260071	2/12/2026	Temp. Signs		1522 S 6th Street
20260072	2/12/2026	Temp. Signs		
20260075	2/13/2026	Code	Couch sitting in back yard	519 N 14th Street
20260079	2/18/2026	Code	Mattress sitting next to the driveway	231 Penner Street
20260082	2/19/2026	Code	Fallen Tree branch blocking sidewalk	

Exhibit "C"

20260091	2/24/2026	Code	Bed frame out next to the curb on 9th Street	122 N 9th Street
20260092	2/24/2026	Code	Mattress, couch sitting out on the sidewalk, and blocking the sidewalk	1602-1604 Garfield Street

## PERMIT SUMMARY REPORT

	February 2026	February 2025	Current Year-to-Date 2026	Last Year-to-Date 2025
Administrative Setback Adjustment (Zoning)				
Count	2	0	2	0
Fees Paid	\$ 100.00	\$ -	\$ 100.00	\$ -
Administrative Subdivision Application (Zoning)				
Count	1	0	2	0
Fees Paid	\$ 164.00	\$ -	\$ 304.00	\$ -
Appeals Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Building Permit Application				
Count	8	10	15	26
Fees Paid	\$ 776.85	\$ 1,733.16	\$ 8,432.85	\$ 22,411.03
Change of Occupancy				
Count	0	0	2	0
Fees Paid	\$ -	\$ -	\$ 10.00	\$ -
Demolition Permit Application				
Count	2	1	3	8
Fees Paid	\$ 10.00	\$ 5.00	\$ 10.00	\$ 35.00
Encroachment Permit Application				
Count	3	11	7	13
Fees Paid	\$ 115.00	\$ 200.00	\$ 355.00	\$ 400.00
Final Plat Application (Zoning)				
Count	0	2	2	0
Fees Paid	\$ -	\$ 386.00	\$ 386.00	\$ -
Flood District Development Permit				
Count	1	0	1	0
Fees Paid	\$ 50.00	\$ -	\$ 50.00	\$ -
Hobbyist Vehicle Permit				
Count	0	1	0	1
Fees Paid	\$ -	\$ 50.00	\$ -	\$ 50.00
Inquiry				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Mechanical Permit Application				
Count	0	2	0	2
Fees Paid	\$ -	\$ 80.00	\$ -	\$ 80.00
Moving Permit Application				
Count	0	0	0	1
Fees Paid	\$ -	\$ -	\$ -	\$ 100.00
Mow-to-Own				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Plumber Registration				
Count	4	0	4	0
Fees Paid	\$ 95.00	\$ -	\$ 95.00	\$ -
Plumbing Permit Application				
Count	6	1	9	2
Fees Paid	\$ 1,374.00	\$ 18.00	\$ 1,556.00	\$ 36.00
Preliminary Plat Application				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Racecar Permit				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
Re-Zoning Application				
Count	0	1	1	1
Fees Paid	\$ -	\$ 100.00	\$ 100.00	\$ 100.00
Sign Permit Application				
Count	0	3	3	4
Fees Paid	\$ -	\$ 225.00	\$ 225.00	\$ 300.00

## PERMIT SUMMARY REPORT

	February 2026	February 2025	Current Year-to-Date 2026	Last Year-to-Date 2025
<b>Special Use Permit (Zoning)</b>				
Count	1	1	1	1
Fees Paid	\$ -	\$ 100.00	\$ -	\$ 100.00
<b>Vacate Public Ways</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Water Tap</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Zoning Verification</b>				
Count	0	0	0	0
Fees Paid	\$ -	\$ -	\$ -	\$ -
<b>Voided Permits</b>	0	1	2	1
<b>TOTAL COUNT</b>	28	34	54	60
<b>TOTAL FEES PAID</b>	\$ 2,684.85	\$ 2,897.16	\$ 11,623.85	\$ 23,612.03

**MONTHLY BUILDING PERMIT APPLICATIONS**  
**2/1/26 to 2/28/26**

Permit #	Permit Date	Description	Owner Name	Parcel Address	Parcel #	Total Fees	Total Valuation	Primary Contractor
20260049	2/25/2026	Shed	Joan M Creevan, Trustee	1819 Jefferson Street	011205000	\$94.45	3,800.00	Owner
20260047	2/25/2026	shed	Mathew & Sona Mckenzie	1723 N 19th Street	013680000	\$47.90	1,300.00	Sonny boy Construction
20260045	2/23/2026	6' Privacy	Anita D Gray & Amanda R. Gray-Jones	1708 N 11th Street	011293000	\$75.00	4,000.00	ItsJustUs Painting
20260044	2/20/2026	Car Port	Jennifer Brown	1426 N 8th Street	013814000	\$237.25	14,000.00	Tri-State Carports
20260033	2/9/2026	Wall Repair	Karen Kerl	1100 N 11th Street	011415000	\$97.25	4,000.00	Brown's Masonry, LLC

## DEMOLITION PROJECTS

The dilapidated structures process starts with compiling evidence and continues until the structure is demolished. This process is essentially a 16-step process with various timelines/deadlines that have to be adhered to. The following information will provide you a better understanding of where we are with removing dilapidated structures:

	Address	Status	Notes
1	820 Market Street	City to demo/held up	Condemned by City. Ready for demo.
2	1617 Court Street	Owner to Demo	Dilapidated garage
3	517 S 10th Street	Owner to Demo	Demo garage
4	321 N 20th Street	Owner to Demo	Demo garage
5	424 N 17th	Owner to Demo	Demo Garage
6	1013 Court Street	Owner to Demo	Demo house
7	1115 S 3rd	Pending	City condemned property. Unfit and unsafe for human habitation
8	903 Grant Street	Owner to Demo	Small garage
9	Parcel 004148000	Owner to Demo	Barn on new Landmark Snacks Location
10	508 Ella	Owner to Demo	Small addition on rear of building
11	1821 S 2nd	Owner to Demo	Demo house destroyed by fire

### DEMO PROCESS:

- Receive complaint
- Compile evidence
- 1 Send owner intent letter and inspection request
- 2 Owner responds and will comply – Monitor progress
- 3 Obtain Inspection Warrant
- 4 Serve Inspection Warrant
- 5 Order title search
- 6 Condemn property
- 7 Notice and Order all with legal interest
- 8 Disconnect BPW utilities
- 9 Prepare Affidavit of Service
- 10 File Certificate of Substandard Building
- 11 Schedule appeals hearings (if necessary)
- 12 Obtain demolition quotes
- 13 Have local utilities shut off
- 14 Demolition

**SPECIAL DESIGNATED LICENSES (SDLs) REQUESTED IN 2026**

<b>Name</b>	<b>Date of Event</b>	<b>Location of Event</b>	<b>Date Approved</b>	<b>By</b>
Tall Tree Tastings	3/3/2026	Beatrice Community Hospital	1/13/2026	ES
Beatrice Mary Family YMCA	2/28/2026	Beatrice Mary Family YMCA	1/19/2026	CC