

City of Beatrice, Nebraska
Regular BASWA Meeting
Monday, September 21, 2026 at 6:00 PM
BPS Administration Building Board Room
320 N 5th Street
Beatrice, NE 68310



Pledge of Allegiance

1. **ROLL CALL**
2. **CONSENT AGENDA**
 - 2.a. Approve agenda as submitted.
 - 2.b. Receive and place on file all notices pertaining to this meeting.
 - 2.c. Receive and place on file all materials having any bearing on this meeting.
 - 2.d. Approval of minutes of regular meeting on September 15, 2025, as on file in the City Clerk's Office.
3. **PUBLIC HEARINGS/BIDS** - None
4. **RESOLUTIONS**
 - 4.a. Resolution Number 82 executing Task Order #25 for the Engineer-Owner Agreement between the Agency and Burns McDonnell Engineering Company, Inc., for professional services including development and submission of annual air emissions inventory, groundwater monitoring and reporting, and other compliance related tasks.
 - 4.b. Resolution Number 83 executing the Lease with the City of Beatrice Sanitation Department for the use of the Materials Recovery Facility.
5. **ORDINANCES** - None
6. **DISCUSSIONS/REPORTS** - None
7. **ADJOURNMENT**

NOTICE OF MEETING

Notice is hereby given that a public meeting of the Board of Directors of the Beatrice Area Solid Waste Agency will be held at 6:00 p.m. on September 21, 2026, in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, which meeting will be open to the public. An agenda for such meeting is available for public inspection at the office of the City Clerk.

Erin Saathoff, MMC, City Clerk

September 16, 2025

MINUTES OF THE BEATRICE AREA SOLID WASTE AGENCY (BASWA) MEETING

A meeting of the Beatrice Area Solid Waste Agency (BASWA) was held on the 15th day of September, 2025 at 6:00 p.m. in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska.

ROLL CALL

Present: BASWA members: Barnard, Doyle, Eckhoff, Eskra, Hydo, McLain, Morgan, Ruh

Absent: Dorn, Fairbanks, Jurgens

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

CONSENT AGENDA

- a. Approve agenda as submitted.
- b. Receive and place on file all notices pertaining to this meeting.
- c. Receive and place on file all materials having any bearing on this meeting,
- d. Approval of minutes of March 17, 2025, as on file in the City Clerk's Office.
- e. Resolution Number 79 designating the City Administrator and Finance Director as authorized signatories for financial documents as Financial Agents of BASWA.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

Public Hearing on the Proposed Fiscal Year 2026 and 2027 Biennial Budget

Chair Morgan announced that a public hearing will now be held on the Proposed Fiscal Year 2026 and 2027 Biennial Budget.

Tobias J. Tempelmeyer, City Administrator/General Manager, reviewed the proposed FY26 and FY27 Biennial Budget for BASWA with the BASWA Members. Tempelmeyer stated the revenues for FY26 and FY27 are budgeted to be just over \$3 million both years. Tempelmeyer noted the FY25 revenues were higher than typical due to the bond issuance. Expenses for FY26 include union wage increases of 2.5%, as well as an increase in health insurance funding. In FY27, the Landfill Closure/Post Closure expense will begin, as BASWA looks to close the current landfill at that time. Tempelmeyer stated there is no rate increase for FY26 proposed at this time.

Moved by McLain, seconded by Ruh, that the public hearing be closed at 6:05 p.m.

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

MOTION CARRIED.

RESOLUTIONS

Resolution Number 80 executing the Second Amendment to the Lease with the City of Beatrice, Nebraska

Chair Morgan introduced Resolution Number 80 executing the Second Amendment to the Lease with the City of Beatrice, Nebraska.

Moved by McLain, seconded by Barnard, that Resolution Number 80 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the BASWA members the land the Landfill sits on is owned by the City and is leased to BASWA. Tempelmeyer stated the current lease only listed the north side and this amendment adds the south side. The other change is to decrease the annual rent payment to \$48,000 and include a three percent (3%) increase each year.

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

MOTION CARRIED.

Resolution Number 81 executing Task Order #24 for the Engineer-Owner Agreement between the Agency and Burns McDonnell Engineering Company, Inc., for professional services including sampling, monitoring, and testing services

Chair Morgan introduced Resolution Number 81 executing Task Order #24 for the Engineer-Owner Agreement between the Agency and Burns McDonnell Engineering Company, Inc., for professional services including sampling, monitoring, and testing services.

Moved by McLain, seconded by Ruh, that Resolution Number 81 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the BASWA members Task Order #24 is for Burns McDonnell to provide services for the day-to-day operations reporting such as Air Emissions Reporting and Groundwater Monitoring and Reporting for the existing landfill. It also includes the Semi-Annual Groundwater Monitoring & Reporting and Groundwater Well & Gas Probe Installation for the new landfill. Tempelmeyer noted the contract is not to exceed \$194,800.00.

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

MOTION CARRIED.

ORDINANCES

There were no ordinances.

PUBLIC FORUM

No one appeared at public forum.

DISCUSSIONS/REPORTS

Approval of Fiscal Year 2026 and 2027 Biennial Budget

Moved by McLain, seconded by Ruh, that the proposed budget of disbursements for Fiscal Year 2026 in the amount of \$2,271,019.00, and the proposed budget of disbursements for Fiscal Year 2027 in the amount of \$2,548,391.00, be approved.

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

MOTION CARRIED.

ADJOURNMENT

Moved by McLain, seconded by Ruh, that the meeting be adjourned at 6:08 p.m.

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

MOTION CARRIED.

RESOLUTION NUMBER 82
BEATRICE AREA SOLID WASTE AGENCY

WHEREAS, the Board of Directors of the Beatrice Area Solid Waste Agency, a joint entity created pursuant to Section 13-801 to 13-827, R.R.S. Neb. 1943 ("Agency"), entered into an Agreement for Professional Engineering Services with Burns McDonnell Engineering Company, Inc. ("Burns McDonnell"), for engineering services related to the landfill owned and operated by the Agency; and

WHEREAS, the Agency desires to authorize Burns McDonnell to provide specific services including development and submission of annual air emissions inventory, groundwater monitoring and reporting, and other compliance related tasks.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BEATRICE AREA SOLID WASTE AGENCY, A JOINT ENTITY:

SECTION 1. That the Chairperson and Secretary of the Board of Directors of the Beatrice Area Solid Waste Agency are hereby authorized to execute Task Order #25 for the Engineer-Owner Agreement between the Agency and Burns McDonnell Engineering Company, Inc., for professional services including development and submission of annual air emissions inventory, groundwater monitoring and reporting, and other compliance related tasks. A copy of said Agreement, marked as "Exhibit A", is attached hereto and incorporated by reference.

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

RESOLUTION PASSED AND ADOPTED this 21st day of September, 2026.

Attest:

Tobias J. Tempelmeyer, Secretary

Robert Morgan, Chairperson



Exhibit "A"

**TASK ORDER #25
FOR
ENGINEER-OWNER AGREEMENT
(Doc. No. AE-2 Exhibit A)**

2027 Solid Waste Services

In accordance with the AGREEMENT for PROFESSIONAL ENGINEERING SERVICES dated October 6, 2015, between the Beatrice Area Solid Waste Agency (BASWA - hereinafter called CLIENT) and Burns & McDonnell Engineering Company, Inc. (hereinafter called CONSULTANT), CLIENT hereby authorizes CONSULTANT to proceed with the following services:

1. Project Summary

CLIENT has requested CONSULTANT'S support in providing general solid waste services for the BASWA Existing MSW, Existing C&D, and New South MSW Landfills including development and submission of annual air emissions inventory, groundwater monitoring and reporting, and other compliance related tasks.

2. Scope of Services:

The Scope of Services to be provided by CONSULTANT in connection with this Authorization, is as follows:

Task 1.0 – Landfill Air Emissions Reporting

- Perform RY2026 Greenhouse Gas (GHG) Screening Calculations, and:
 - Prepare USEPA RY2026 Mandatory GHG Emissions Inventory Report;
 - Enter RY2026 GHG Emissions Inventory on the electronic Greenhouse Gas Reporting Tool (e-GGRT) online portal; and
 - Submit RY2026 GHG Emissions Inventory Report on e-GGRT before March 31, 2027.

Task 2.0 – Existing Landfill Semi-Annual Groundwater Monitoring and Reporting

CONSULTANT will provide the Existing Landfill semi-annual groundwater monitoring and reporting services for 2Q and 4Q 2026 monitoring events, including:

- Coordinate sampling schedule and bottles with Midwest Laboratories and organize, calibrate, and decontaminate field equipment.
- Inspect and measure water levels and total depths of all site monitoring wells and piezometers, including those located at the Compost Site. Existing Landfill piezometers and monitoring wells include PZ-1, PZ-2, PZ-3, PZ-5, PZ-6, PZ-14, MW-1R, MW-2R, MW-3RA, MW-4, MW-5R, MW-6, MW-8, MW-9, MW-11, MW-12, MW-13, MW-13D, MW-14, and MW-15.
- Based on requests of NDWEE, sampling will be conducted using low-flow rental pumps and dedicated tubing. Costs for renting the pump are included in this scope.
- During well purging and stabilization, the field following field parameter readings will be collected: specific conductivity, oxidation-reduction potential (ORP), dissolved oxygen (DO), temperature, turbidity, color, and odor.

- Subsequent to purging, samples will be collected for Appendix I parameters (volatile organics and total metals) and indicator parameters from the detection monitoring wells.
- For quality assurance, duplicate samples will be collected from one monitoring well for the full parameter list and the event will also have one trip blank for volatile organics.
- Field equipment will be decontaminated between sampling points as outlined in the SAP.
- Field work documentation will include chain of custody, field forms, and field logbook.
- Preservation and packaging of samples for shipping.
- Field work, laboratory analysis, and data evaluation methods are outlined in detail in the Sampling and Analysis Plan.
- Preparation and submittal of required reports to NDEE for each monitoring event. Reporting will include NDEE required statistical analysis using Sanitas Software.

Task 3.0 – South MSW Landfill Quarterly Groundwater Monitoring and Reporting

CONSULTANT will complete the South MSW Landfill quarterly groundwater sampling events and semi-annual reporting services for 2Q and 4Q 2026 monitoring events, including:

- Coordinate sampling schedule and bottles with Midwest Laboratories and organize, calibrate, and decontaminate field equipment.
- Inspect and measure water levels and total depths of all site monitoring wells and piezometers. South MSW Landfill piezometers and monitoring wells include MW-101, MW-102, MW-103, MW-108, MW-109, MW-110, MW-111, MW-112, MW-113, MW-114, MW-117, MW-118, PZ-109, and PZ-110.
- During well purging and stabilization, the field following field parameter readings will be collected: specific conductivity, oxidation-reduction potential (ORP), dissolved oxygen (DO), temperature, turbidity, color, and odor.
- Based on requests of NDWE, sampling will be conducted using low-flow rental pumps and dedicated tubing. Costs for renting the pump are included in this scope.
- Subsequent to purging, samples will be collected for Appendix I parameters (volatile organics and total metals) and indicator parameters from the detection monitoring wells.
- For quality assurance, duplicate samples will be collected from one monitoring well for the full parameter list and the event will also have one trip blank for volatile organics.
- Field equipment will be decontaminated between sampling points as outlined in the SAP.
- Field work documentation will include chain of custody, field forms, and field logbook.
- Preservation and packaging of samples for shipping.
- Field work, laboratory analysis, and data evaluation methods are outlined in detail in the Sampling and Analysis Plan.
- Preparation and submittal of required reports to NDEE for each monitoring event. Reporting will include NDEE required statistical analysis using Sanitas Software.

Task 4.0 – Miscellaneous Support

- Provide miscellaneous solid waste and environmental permitting, compliance, and operational support at the existing MSW Landfill, Compost Site, C&D Landfill, and South MSW Landfill Site, as requested by BASWA. Support may include, but is not limited to:
 - Tip fee model updates
 - Landfill remaining airspace calculations
 - Regulatory correspondence and responses
 - Other miscellaneous requests



3. **Assumptions:**

- CLIENT will provide all applicable information requested by CONSULTANT to be used for the Scope of Services. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.
- Services under this task order will be completed through September 30, 2027.

4. **Compensation:**

CLIENT shall compensate CONSULTANT for providing the services set forth herein in accordance with the terms of the existing Agreement. The estimated cost for the services is \$114,800.00. This cost is an estimate and not a guaranteed maximum; however, the CONSULTANT shall not exceed such amount without prior written approval of CLIENT. The estimated cost for each task is summarized in the below table:

Task 1:	Air Emissions Reporting	\$ 6,000.00
Task 2:	Groundwater Monitoring – Existing MSW Landfill	\$ 36,800.00
Task 3:	Groundwater Monitoring – South MSW Landfill	\$ 20,000.00
Task 4:	Miscellaneous Solid Waste Services	\$ 12,000.00
Total		\$114,800.00

The basis of compensation for the above Services shall be time and materials per CONSULTANT's Rate Sheet (BMR26-4).

IN WITNESS WHEREOF, the parties have made and executed this TASK ORDER as of the day and year written below.

CLIENT: Beatrice Area Solid Waste Agency

CONSULTANT: Burns & McDonnell Engineering Company, Inc.

By: _____

By: Luke Rodig

Name: Robert Morgan

Name: Luke Rodig, PE

Title: Chairperson

Title: Operations Manager, Environmental

Date: 9-21-20

RESOLUTION NUMBER ____
BEATRICE AREA SOLID WASTE AGENCY

A resolution authorizing the Chairperson and Secretary of the Board of Directors of the Beatrice Area Solid Waste Agency, a joint entity created pursuant to Section 13-801 to 13-827, R.R.S. Neb. 1943 ("BASWA"), to enter into an Lease with the City of Beatrice, Nebraska, a municipal corporation ("City"), for the purpose of leasing the building commonly known as the Materials Recovery Facility, and the immediate surrounding area, located at 3426 West Locust Road, Beatrice, Nebraska, owned by BASWA, for the storage of vehicles, equipment, and other personal property by the City's Sanitation Department, commonly known as Midwest Area Refuse Solutions ("MARS"); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BEATRICE AREA SOLID WASTE AGENCY, A JOINT ENTITY:

SECTION 1. That the Chairperson and Secretary of the Board of Directors of the Beatrice Area Solid Waste Agency are hereby authorized to execute the Lease with the City of Beatrice, Nebraska. A copy of said Lease, 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 21st day of September, 2026.

Attest:

Tobias J. Tempelmeyer, Secretary

Robert Morgan, Chairperson

LEASE

This Lease is made and entered into by and between the Beatrice Area Solid Waste Agency, a body corporate and politic, hereinafter referred to as "Lessor", and City of Beatrice, Nebraska, a Municipal Corporation, hereinafter referred to as "Lessee".

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. LEASED PREMISES. Lessor leases to Lessee and Lessee leases from Lessor for use by its employees, its independent contractors, and visitors, the building commonly known as the Materials Recovery Facility, and the immediate surrounding area, located at 3426 West Locust Road, Beatrice, Nebraska, 68310 (hereinafter the "Leased Premises").

2. TERM. The term of this Lease shall be for one (1) year, commencing on October 1, 2026, and ending on September 30, 2027. This Lease shall automatically renew for another one (1) year term unless the Lease is terminated pursuant to Section 15 or Section 16 of this Lease.

3. PAYMENT. Lessee in consideration agrees to pay to the Lessor, as rent for such premises, the amount of Forty-Eight Thousand Dollars (\$48,000.00) for the first term of this lease, payable in equal monthly installments. For each successive term thereafter, the annual rent shall increase by three percent (3%) over the rent payable during the immediately preceding term. Said rent shall be due on or before the 1st day of each month during the term of this Lease.

4. RIGHT TO LEASE. Lessor covenants that Lessor is seized of the building commonly known as the Materials Recovery Facility in fee simple and has full right to make this Lease and that Lessee shall have quiet and peaceable possession of said building during the term hereof.

5. PURPOSE. The purpose of this Lease is for Lessee to use the Leased Premises for the storage of vehicles, equipment, and other personal property owned by Lessee related to the operation of the City of Beatrice Sanitation Department, commonly known as Midwest Area Refuse Solutions ("MARS"). Lessee shall not use, or permit the Leased Premises, or any part thereof, to be used for any purpose other than the purpose for which the Leased Premises are hereby leased; and no use shall be made or permitted to be made of the premises, or acts done, which would cause a cancellation of any insurance policy covering the premises, or any part thereof. Lessee hereby expressly agrees that Lessor has made no warranty with respect to the property or as to its suitability or usefulness for Lessee's purposes; and Lessee hereby expressly agrees that the Lessor shall not be liable to it for any defect in the Leased Premises.

6. MAINTENANCE. Lessee shall maintain the building and the surface of the Leased Premises, including mowing, at Lessee's sole expense.

7. UTILITIES & LIABILITY. Lessee shall pay the monthly bill for electrical services provided to the Leased Premises, as billed by Norris Public Power District.

8. RELATIONSHIP. The parties intend, understand, and agree that the relationship between them is that of landlord and tenant under a commercial lease, and Lessee specifically acknowledges that all statutory proceedings provided by the law of the State of Nebraska applicable to the relationship of commercial landlord and tenant and the remedies accruing to the landlord on default of the tenant as to collection of rent or repossession of the Leased Premises, accrue to the Lessor hereunder, regardless of the length of the term of this Lease.

9. LIENS. Lessee will not permit any mechanic's or other liens for work, services or materials, to attach to the Leased Premises or to any portion thereof; and if any such liens shall be filed or shall attach, Lessee will pay and satisfy the same or get the liens canceled in such manner as may be prescribed by law at the time of such filing or attachment.

10. CONDITION AND REPAIR. Lessee shall at all times keep the Leased Premises in good condition, order, and repair; Lessee shall commit no waste on the premises and Lessee shall not allow any nuisance to exist on the premises.

11. SAFE CONDITION. Lessee shall at all times keep the Leased Premises in a safe, clean, nuisance-free condition to comply in all respects with all applicable local, state, and federal government, health, fire and police requirements and regulations.

12. WAIVER, RELEASE, & INDEMNIFICATION. Lessee and its successors, heirs, personal representatives, and assigns, shall indemnify Lessor and shall save and hold Lessor and Lessor's employees, officers, elected officials, and agents harmless from all liability, loss, damage, death, injury, cost or expense, including, but not limited to, the cost or expense of defending any legal action, which may be occasioned by, or attributable to, or arise out of or incurred in any activity, operations, acts or omissions of Lessee or any third party on or about the Leased Premises, and the Lessee shall at its own expense defend any such suit or action, which may be brought against the Lessor, its tenants, successors or assigns. Lessee shall also provide and pay for policies of insurance against such liabilities, loss, damage or injury as public liability, landlord/tenant, and others necessary to help fund this indemnification to the extent of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for claim or damages from any single occurrence and to the extent not less than One Million and 00/100 Dollars (\$1,000,000.00) to cover the aggregate of any occurrences to the policy together with an insurance certificate listing the City of Beatrice as an additional insured prior to the commencement of this Lease. Said policy shall be taken only with the insurance companies that are duly authorized to do business in the State of Nebraska. If Lessee fails to provide that insurance (or proof thereof to Lessor upon request), Lessor may, after five (5) calendar days' written notice to Lessee, at Lessor's option, procure or renew the insurance. The premiums paid by Lessor plus interest on the amount paid at the rate of twelve percent (12%) per annum, shall constitute rent hereunder, and Lessee's failure to make reimbursement within thirty (30) calendar days of demand therefore shall constitute a default under this Lease.

Lessee further releases for itself and for its (if any) officers, shareholders, managers, members, employees, agents, attorneys, and assigns, jointly and severally, hereby absolutely and

unconditionally release and forever discharge the City, its elected officials, employees, attorneys and assigns from any and all claims, demands, causes of action, liabilities, obligations and damages of any and every kind or nature whatsoever, in law, in equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, which they or any one of them has, has had or may hereafter have arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease and/or any interruption or disruption of this Lease pursuant to Section 14 of this Lease, which may be based upon or connected with any of the matters of law or fact raised in regard thereto, including all claims for court costs and attorney's fees arising directly or indirectly out of or in any way connected with Lessee's use of the Leased Premises pursuant to this Lease, any interruption or disruption of this Lease pursuant to Section 14 of this Lease, or other matters related to thereto prior to the date of execution of this agreement or any claim released hereby.

Lessee agrees to provide this waiver of rights and indemnification in consideration of the Lessor's agreement to lease the Leased Premises to Lessee.

13. INSPECTION. Lessee shall permit Lessor to inspect the Leased Premises at a mutually convenient time for both the Lessee and the Lessor during usual business hours for the purposes of inspections which may reasonably be necessary for the protection of the Lessor's interest in the Leased Premises.

14. INTERRUPTION OR DISRUPTION OF LEASE. In the event Lessor determines, in its sole discretion, that utility work, street maintenance, or general repairs on the Leased Premises is required, or in cases of emergency, as determined at Lessor's sole discretion, this Lease and all obligations herein shall become null and void for the duration of such work, maintenance, or repairs. Upon completion of such work, maintenance, or repairs, this Lease shall recommence and resume as though the interruption never occurred, having no effect on the term of this Lease.

15. BREACH & CURE. Failure of either party to this Lease 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.

16. TERMINATION. In addition to the termination proceedings set forth in Section 15 above, either party shall have the right to terminate this Lease for any reason upon six (6) months written notice to the other party. Upon damage to the Leased Premises to such an extent that the premises are no longer usable for the purposes intended, this Lease may be immediately terminated by either party.

17. FILING FEES: Lessee shall pay all filing fees associated with the filing of any notice of this Lease.

18. SUBLEASES. The Leased Premises, in whole nor in part, may not be subleased by the Lessee without written permission from Lessor. The right to receive rents under this Lease shall be freely assignable by the Lessor.

19. ASSIGNMENT. Any sale or mortgage of Lessor's interest in the leased premises shall not be subject to this Lease, and the existence of this Lease. Lessee may not assign or pledge this Lease or any interest thereon without the prior express written approval of the Lessor, which consent shall not be unreasonably withheld.

20. REMOVAL OF ALTERATIONS OR IMPROVEMENTS UPON TERMINATION. On the expiration of this Lease, or sooner termination thereof, Lessee shall, at its own expense, remove all alterations and other improvements and to restore the Leased Premises to the condition they were in prior to the making or installation of the alterations and other improvements unless Lessor waives this requirement in writing.

21. NOTICES. Any Notice provided for or concerning this Lease shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth below:

Lessor: Beatrice Area Solid Waste Agency
ATTN: Chairperson
400 Ella Street
Beatrice, NE 68310

Lessee: City of Beatrice
ATTN: City Attorney
400 Ella Street
Beatrice, NE 68310

22. COVENANTS. The terms, promises and conditions of this Lease are covenants running with the land leased herein and shall inure to the benefit of and shall bind and be obligatory upon the successors and assigns of the Lessor and the Lessee.

23. WAIVER. 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.

24. WRITTEN MODIFICATION, RELEASE, DISCHARGE, OR WAIVER REQUIRED. No modification, release, discharge, or waiver of any provision hereof shall be of any force or effect unless signed by the party against whom it is claimed or that party's duly authorized agent.

25. SAVINGS CLAUSE. If any paragraph or part thereof of this Lease shall be invalid, illegal or inoperative for any reason, the remaining parts, so far as possible, shall be effective and fully operative.

26. ENTIRE AGREEMENT. This instrument contains the entire agreement of the parties as of this date, and the execution hereof has not been induced by either party by any representations, promises or understandings not expressed herein. There are no collateral

agreements, stipulations, promises or undertakings that are not expressly contained herein or incorporated herein by specific reference.

27. TAXES. Lessee shall pay all taxes and assessments with respect to the Leased Premises of any sort whatsoever that shall become due and payable or assessed, including all real estate taxes and all personal property taxes for the year 2026 and thereafter. Lessor shall forward to Lessee any notice, bill or other document received by Lessor concerning any such imposition.

28. CAPTIONS. The captions or headings of paragraphs in this Lease are inserted for convenience only, and shall not be considered in construing the provisions hereof if any question of intent should arise.

29. GOVERNING LAW. The laws of the State of Nebraska shall govern this Lease.

Dated this _____ day of _____, 2026.

Beatrice Area Solid Waste Agency

Robert Morgan, Chairperson

Attest

THE CITY OF BEATRICE
NEBRASKA, a Municipal
Corporation

Erin Saathoff, City Clerk

By: _____
Robert Morgan, Mayor

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Morgan, Mayor, City of Beatrice, to be his voluntary act and deed on behalf of the City.

Notary Public

STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Robert Morgan, Chairperson of the Beatrice Area Solid Waste Agency, to be his voluntary act and deed on behalf of the Beatrice Area Solid Waste Agency.

Notary Public