

MINUTES OF THE REGULAR CITY COUNCIL MEETING

A regular meeting of the City Council was held on Monday, October 5, 2026 at 6:00 PM in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska 68310.

Mayor Wirth led those in attendance in Pledge of Allegiance.

Barnard: Present, Doyle: Present, Eckhoff: Present, Eskra: Present, Fairbanks: Present, Hydo: Present, Michael McLain: Present, Ruh: Present.

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

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. COUNCIL REORGANIZATION

3.a. Pursuant to Statute 32-568 administer Oath of Office to Michael McLain as Mayor.

TT - Mayor Morgan subitted resignation; swear in Mayor McLain

3.b. Election of Council President.

Moved by Hydo, seconded by Fairbanks, that the nominations for Council President cease and that Ted Fairbanks, be voted on for council president. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

3.c. Notice of Vacancy.

post in community mayor bring appointment at next mtg. if not, bring back until agree.

Mayor McLain - read honor to serve as Mayor of community.

4. PROCLAMATION – Ageism Awareness Day – October 9, 2026

Colleen,

5. CONSENT AGENDA

5.a. Approve agenda as submitted.

- 5.b. Receive and place on file all notices pertaining to this meeting.
- 5.c. Receive and place on file all materials having any bearing on this meeting.
- 5.d. Approval of minutes of special meeting on September 21, 2026, as on file in the City Clerk's Office.
- 5.e. Approval of minutes of regular meeting on September 21, 2026, as on file in the City Clerk's Office.
- 5.f. Approval of minutes of special meeting on September 30, 2026, as on file in the City Clerk's Office.
- 5.g. Resolution Number 7858 submitting Payment Request #13 to the Nebraska Department of Economic Development for the reimbursement of eligible costs for the Downtown Revitalization Project 23-DTR-002.
- 5.h. Resolution Number 7859 executing an Agreement with NinjaOne, LLC, for software licenses.
- Moved by Fairbanks, seconded by Ruh, that the items listed under the consent agenda, be approved, accepted, and/or ratified as presented. **MOTION: Carried.**
- Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

6. PUBLIC HEARINGS/BIDS - None

7. RESOLUTIONS

- 7.a. Resolution Number 7860 executing the First Amendment to the LB840 Line of Credit Agreement between the City, Newport Bakers, LLC, Patrick Sedarous, and Ibrahim Elandalousi.

TT - amendment to loan agreement; 2 - one for equipment, 1 line of credit. working on finalizing purchase, need \$ for closing to wrap up. allow \$9,500 available for closing costs.

Mayor - thank for investing in community

Ibrahim gave background thank city community for making this happen.. brought several clients to beatrice
patrick - want to expand on contract manufactuig, keep Beatrice bakery brand alive, good things to expand on sales & bring
in _____.

doyle - product line? Ibe - set up licensing deal for bakery brand, royalties for sales to bakery to cover sales, 17 employees
now, plan to bring in more for marketing, fulfillment

barnard - how did you lean about this? Pat - owner of bldg fell sick in CA, in nov - searched all over, landed on this on a
business broker website, reached out - another buyer, reached back out in feb - reengaging conversations, came out in
march. June - had checklist & this met everything. Ibe - every person in bakery & city want this business to be
successful. initially 6-7 employees, now 17, common theme

ted - where thought would be? Pat - ahead, team has been great. ibe - having customers come see facility & meet team,

longevity is great to show clients. company - 20 years, working for 6 months to reengineer process, finalizing deal machine; 2 truck loads of pizza cookies - finding right clients had cupcake project, but lot of labor, not gonna keep

Moved by Fairbanks, seconded by Ruh, that Resolution Number 7860 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

7.b. Resolution Number 7861 establishing various fees.

fee resolution annually - increase in demo fees admin fees; false alarms changed to calendar year to update code; rename insufficient funds; library charge & removed PD not used.

Moved by Fairbanks, seconded by Ruh, that Resolution Number 7861 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

7.c. Resolution Number 7862 executing an agreement with Hanna:Keelan Associates, P.C., for professional services to conduct a blight/substandard determination study and general redevelopment plan for Redevelopment Area #14.

new blight study - May street, 18-19th, near Lincoln elementary, want to rebuild. infrastructure costly, inquire if TIF is available. if all comes back, will be brought back to this body. 1. no impact on taxes within blight, 2. no one likes blight, set by state, any house over 40 years old, 3. prior worried about hitting 35% area, now 35% inside & extraterritorial jurisdiction, have to be under 35%, that whole area, could blight the entire city & still be under state statute. Total \$8500, split with developer.

Moved by Fairbanks, seconded by Barnard, that Resolution Number 7862 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

7.d. Resolution Number 7863 executing the Grant Agreement with NEMA for the floodplain acquisition and demolition of property owned by Paul Voller, Gage County Parcel ID #004359000.

timing is everything, working with NEMA for floodplain buyout, Glenover area hoist as far west before river, talked to Paul for a number of years, came to us 1 year ago, started paperwork. floodplain acquisition roughly ____% appraisal, demolish structure city has to own, but can't be developed. most likely wooded nature area. start grant process
Gary - any possibility of putting boat launch? can't build structure, but could see if we could build

Moved by Fairbanks, seconded by Barnard, that Resolution Number 7863 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

7.e. Resolution Number 7864 executing the Assumption Agreement, Assumption of Personal Guaranty, and Assumption of Promissory Note between the City, Kirnan Koenig, and Strategic Spaces, LLC, transferring Koenig's current indebtedness to the City, as part of the Beatrice Downtown Revitalization Improvement Program.

part of 2021 DTR grant, received \$10,000, keep improvements for 5 years, then forgiven, owner wants to sell to new buyer, assign loan & grant docs, transfer to new buyer, 2nd res - bank asking us to subordinate, likelihood that they remove improvements, not

Moved by Fairbanks, seconded by Ruh, that Resolution Number 7864 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

- 7.f. Resolution Number 7865 executing a Subordination Agreement for Strategic Spaces, LLC, and Kirnan Koenig's Beatrice Downtown Revitalization Improvement loan.

subord agreement, move city down from line of title, bank first position

Moved by Fairbanks, seconded by Barnard, that Resolution Number 7865 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

- 7.g. Resolution Number 7866 executing the Grant Agreement with the U.S. Department of Justice for the purpose of acquiring 911 equipment for the Beatrice Police Department.

sen fischer received 1 year ago, have to apply for grant project fits into, grant agreement to \$782,000 for new 911 communication equipment

Hydo - sen fischer put on as project, but have to approve. Tr - still have to complete application.

Moved by Fairbanks, seconded by Ruh, that Resolution Number 7866 be passed and adopted. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
Yea: 8, Nay: 0

8. ORDINANCES - None

9. DISCUSSIONS/REPORTS

9.a. Dempsters Update.

photos of before & after - ted -still a lot to be done 12 bulidins, 8 additional buildings - in sept pic; voted to take down 3, city staff street & Mars took down carpentry. \$41,200 low bid - foundry, Bellhouse & Powder shop. glary & Alex - Mike - water levels? ted - val meyr plant manager, he said where locker rooms & cafeteria would fill up from bottom up. there was no water

alex - thank for starting project, didn't realize how large site is, come a lot further than what thought wanted to keep doing more, but satisfied with where it is at & future designs & projects with the site

glary - thank public, they have been patient, response has been positive. couple ideas to do smote more. Ted - fosslers down to earth & good to work with. Alex - touch on brownfield grant? TT - 1 point shy from being funded, encouraging & discouraging at this time. amount of grant has decreased significantly, will be smaller scope, requires 20% match next year, will look to apply & take down bldgs near highway.

glary - ted & tt good job, Ted - 5 blds buttup next to each other, hole in roof, brownfield grant will hae match, but will will need to take care of sooner than later.

gary - conversation with val meyer, suggested to find a way to have monument with historic marker
terry - hope to tie something in the downtown project to dempsters.

9.b. Gage Development Coalition Quarterly Report – Caleb Fjone, Executive Director

caleb officially merged. big things coming down the pike - moving to Paddock bldg, lot of work was getting board organized, finished legacy, board of 13 to 9. had some setbacks, but have been good.
 campaign - launching out.
 gage county as whole, caleb focusing on Beatrice, rural outreach coordinator - blythe applegarth, more emphasis on surrounding communities. good background of public policy.
 Blythe - Texas version, 22,000 in gage county, outside of Beatrice, looking to assist & other opportunities, integrated into _____, untraveled roads, make some destinations,
 caleb - noseblind to our own communities, say positives, but one great example, Newport bakers - has charm, grit & great place to be. remind ourselves we can be good place, keep rowing in same direction.
 Mayor- involved with merger, hope good things come of the merger
 terry - doing a great job - update on app - county under negotiations of price. master community calendar for all of gage county. terry - timeline? caleb - next month to start app development
 terry - businesses come in that he doesn't know about , when do that, list new businesses that have come into? Caleb - can add to report.
 caleb - CRM - overlap from the organizations, got a CRM customer relations to help identify, will categorize. manufacturing, to local bakery, industry modification reader, scrapes data every 6 months, new contact, website,
 alex- memberships? Caleb - not ready as board, felt unfair as board to ask, pause for 2026, organize for 2027 to figure out strategic plan, membership drive will be coming, website itching for it to be complete, membership rollout Nov-Dec, annual sign up Jan? plan to be constant onboarding, current drive - moving to Paddock Bldg, and not chamber, GDC now.
 Hydo - would like to see chart of what the organizations were doing, what GDC will be continuing, what others are going to do. downtown will always be a focus, how does what mainstreet did fit in? Caleb - once new board starts in feb, annual summit in January, board election, 13 down to 9, once permanent board is seated, strategic plan will be done, 3 year plan,
 caleb - launching campaign, "we can build something here" for next 5-10 years. we can build something here, taking idea & giving it abstract, we can also build friendships, families, etc., marketing to see this move forward.

gary - compliment, just had carshow downtown, huge success, hope to be able to do it again,

Ted - text from Omaha paper - asked to share with
 neighbor stopped to thank community for notifications, powers out,

10. MISCELLANEOUS

10.a. The next regular City Council meeting will be held on October 19, 2026 at 6:00 p.m. in the BPS Administration Building Board Room.

Moved by Fairbanks, seconded by Ruh, that the meeting be adjourned at 7:19 p.m. **MOTION: Carried.**

Barnard: Yea, Doyle: Yea, Eckhoff: Yea, Eskra: Yea, Fairbanks: Yea, Hydo: Yea, Michael McLain: Yea, Ruh: Yea
 Yea: 8, Nay: 0

Erin Saathoff, City Clerk

Stan Wirth, Mayor

OATH OF OFFICE

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

I, **Michael McLain**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Nebraska, against all enemies, foreign and domestic; that I will bear true faith and allegiance to the same; that I take this obligation freely and without mental reservation or for purpose of evasion; and that I will faithfully and impartially perform the duties of the office of **Mayor** according to law, and to the best of my ability. And I do further swear that I do not advocate, nor am I a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am in this position I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence. So help me God.

Michael McLain

Subscribed and sworn to by **Michael McLain** before me this **5th** day of **October, 2026**.

Erin Saathoff, MMC, City Clerk

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax: 402.228.2312

SERVICE CENTER

500 North Commerce Street | Beatrice, NE 68310

Phone: 402.228.5211 Fax: 402.223.5181

October 2, 2026

Beatrice City Council
400 Ella Street
Beatrice, NE 68310

NOTICE OF VACANCY

Dear Council Members:

The resignation of Mayor Morgan and the filling of that vacancy by Council President McLain results in the vacancy of a City Council representative from Ward 3. Pursuant to Neb.Rev.Stat. 32-569 this Notice of Vacancy is presented to the City Council to begin the process to fill the vacant City Council position for Ward 3 through December 7, 2026.

Sincerely,

Tobias J. Tempelmeyer
City Administrator and General Manager



PROCLAMATION

WHEREAS, ageism, refers to the stereotype, prejudice, and behavior toward others based on age; and

WHEREAS, an estimated 324,000 Nebraskans 65 and older were impacted by ageism in 2021; and that number is expected to increase by 94,000 persons, enough to fill Nebraska's Memorial Stadium by 2030; and

WHEREAS, ageism toward older adults affects their health and longevity, financial well-being, and the economy of Nebraska; and

WHEREAS, preventing ageism through education, employment, housing, culture, and healthcare will benefit all; and

WHEREAS, recognizing that it is up to all of us to acknowledge the importance of older adults and their many contributions to our communities, professions, and our culture; and

WHEREAS, ageism awareness and preventing ageism is beneficial to all Nebraskans.

NOW, THEREFORE, I, MICHAEL McLAIN, Mayor of the City of Beatrice, Nebraska, do hereby proclaim October 9, 2026, as

AGEISM AWARENESS DAY

and encourage all residents of the Beatrice community to celebrate older adults by recognizing the value every generation has to offer in order to create a more inclusive environment within our city.



WITNESS MY HAND AND THE OFFICIAL SEAL of
the City of Beatrice, this 5th day of October, 2026.

Michael McLain, Mayor

SENIORS ARE ASSETS, NOT LIABILITIES

What is Ageism Awareness?

- A Stereotype, Prejudice, Behavior toward others based on age.
- Affects health and longevity of older adults.
- Can affect financial well-being of seniors in Nebraska.

Why should I care about Ageism Awareness?

- Can affect the economy of Nebraska and its cities.
- Seniors have a vast history of knowledge from lifelong careers.
- Must acknowledge contributions of elders to culture and communities.

What can I do about Ageism Awareness?

- Preventing Ageism through education, employment, housing, culture and healthcare will benefit all.
- Promote Ageism Awareness every day.
- Attend Celebrations honoring seniors and promote their value to your community.

AGEISM AWARENESS IS OCTOBER 9, 2026 AND EVERYDAY

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 October 5, 2026, in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska, and will be open to the public. An agenda for such meeting is available for public inspection at the office of the City Clerk, 400 Ella Street, Beatrice, Nebraska, and on the City website, www.beatrice.ne.gov.

Erin Saathoff, MMC, City Clerk

September 30, 2026



CITY OF BEATRICE, NEBRASKA
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
SEPTEMBER 21, 2026
6:00 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in special session in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 21st day of September, 2026, beginning at 6:04 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on September 16, 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.

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 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.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

Public Hearing for the purpose of conducting the FY27 Budget Hearing

Mayor Morgan announced that a public hearing will now be held for the purpose of conducting the FY27 Budget Hearing.

Hannah Bell, Finance Director, explained to the Council, this is for the budget discussion for FY27, which was discussed at the last meeting as well. Bell noted the budget is available online for councilmembers and public to view digitally.

Bell reported revenues increased by 3.8% from FY26 to FY27. The City's property tax request will increase 5.8%. Intergovernmental funds came in higher with additional federal grants received, and an increase in ambulance charges with the implemented rate increase. Expenditures will decrease 0.5% in FY27 from FY26. Bell noted Personal Services will see a 2% increase for IBEW wages, 3% increase for Fire and Police Union wages, and 5% increase for health insurance funding.

Bell reported the City's portion of the overall property tax levy is 23.24%. The FY27 property tax levy will increase 5.8%, which lowers the total levy by 10.6%, and the overall property valuation is 18%. Bell noted the State of Nebraska changed the calculation on the amount cities can ask for, which is now based off of inflation and growth. The City's inflation percentage in 2026 was 5.26% and the growth percentage was 0.68%.

The Street Department will see a decrease in revenues of 12%, and expenditures will decrease by 39%. Revenues came from federal grants received in FY26 and capital outlays are being decreased in FY27 in order to fund the future Hwy 77 project. The Airport will see a decrease of approximately \$3 million in both revenues and expenditures due to a wrap up of several large capital projects, including the T-Hangar, Taxiway C reconstruction, and Navaid upgrade. The Sanitation Department will see a projected \$1 million increase to revenues due to the possible sale of the current MARS site being sold upon moving to the old Landfill. Expenditures show an increase of approximately \$800,000 from the sale proceeds of the current MARS site to be used towards debt payoff. Bell noted Sanitation expenses are increasing with the addition of one (1) laborer position and will promote an employee to a foreman position. The Electric Department has an increase in revenues from the rate increase of 6% for all classifications. Expenditures show a 5.8% decrease in expenditures from capital projects from the bond issuance in FY26 rolling off. The Water Department revenues will stay steady in FY27 from the infrastructure fee increase in FY26, and the lighter capital projects in FY27 will lower expenses by 5%. The WPC Department revenues and expenditures will both go down due to the roll-off of the grit improvement project in FY27. Bell noted all departments will see a 2% increase for IBEW wages, 3% increase for Fire and Police Union wages, and 5% increase for health insurance funding.

Capital projects for the Electric Department include: \$2 million towards the power generation facility, \$550,000 for Substation #7 Improvements. The Street Department capital projects for FY27 are light, with \$3 million budgeted for the Highway 77 reconstruction project in FY28. Bell noted the CAST Initiative, or Highway 136 reroute will be shown at \$0.00 moving forward, as the project will be run through the State. The only capital project for the Street Department in FY27 is \$235,000 for the Jefferson Street, 26th Street to Sunridge Drive, project. The WPC Department capital projects include: \$750,000 being carried forward for the grit project, \$130,000 for the design phase of Lift Station #1 improvements. Public Properties capital projects include: \$500,000 for the Homestead Trail Extension, \$513,000 for the pickle ball court construction, \$100,250 for the forest management plan. Water Department capital projects include: \$150,000 for watermain replacement at Florence Avenue and 6th Street, \$125,000 for watermain replacement at 7th Street, Ella to Elk. These two (2) projects may get switched with the FY28 watermain replacement at 3rd and 4th, Ames to Perkins, if the City receives grant funding. Airport capital projects are light, as they are wrapping up three (3) federal grant projects. Bell noted \$835,000 is being rebudgeted for the third year for the fire engine, which is anticipated to be delivered in November. Bell stated \$800,000 will be paid for with the sales tax funding with the new fire station and the remaining will be funded with MFO funds. Bell noted a Public Safety Debt (PSD) bond issuance for FY27 for the purchase of an ambulance, EMS, and police equipment in the amount of \$545,000. Items to be purchased with the PSD include a defibrillator, radio communication upgrades, and an ambulance mannequin. The Sanitation Department has \$280,000 budgeted for a 20-yard rear load truck in FY27. General Administration has

\$200,000 budgeted annually for FY27-FY30 for Dempsters demolition and cleanup, and \$300,000 total budgeted for FY27 and FY28 for a welcome sign, which will also be funded with a grant, Beatrice Plus funds, keno funds, and private donation. Communications equipment is being carried forward from FY26 in the amount of \$967,000, which is from a federal grant. The IT Capital projects for FY27 include: \$63,000 for upgrades to Channel 181. Bell noted two (2) patrol units for \$200,000 and SRT equipment for \$25,000 will be funded with the PSD bond issuance. The Police Department will also be purchasing body cams with a 50/50 grant, with the City's match a total of \$111,760. The Library has \$20,000 budgeted for Christmas lights in FY27.

Jim Nelson, 1025 North 6th Street (business address)/430 East Hickory Road (home address), appeared before the Council stating the City is showing an increase to property tax of 5.8% and inquired if real estate taxes will go up. Tobias J. Tempelmeyer, City Administrator/General Manager, stated yes. Nelson inquired what the \$100 million in the Electric Department Capital projects in FY28 and FY29 will be for consulting and Tempelmeyer stated at that point it would be for the purchase of equipment. Nelson inquired if the Lincoln Street reconstruction in FY28 and FY29 include a roundabout and Tempelmeyer stated the preliminary design does include a roundabout. Councilmember Hydo stated those items are not for the budget that is being approved tonight, noting anything past FY27 is a maybe, depending upon future grants and available funding. Mayor Morgan noted the budget that is being approved tonight is the FY27 budget, which is a continuation from the biennial budget the City is currently in. Nelson inquired what percentage of the Homestead Trail extension is outside of city limits and Tempelmeyer stated the majority of the trail is outside city limits. Nelson inquired if the County has been asked to participate in the funding of the \$3 million project and Tempelmeyer stated this is a federal grant with an 80/20 match, and the State is splitting the 20% with the City, leaving the City's share at 10%. Nelson inquired what the electric rate increase is and Tempelmeyer stated it is an average of 6% across all classifications, which was approved last year. Nelson inquired what customers will see the rate decrease and Tempelmeyer stated he has previously provided the information in an email response to Nelson.

There was no further discussion by the Council or public.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:28 p.m.

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

MOTION CARRIED.

RESOLUTIONS

There were no resolutions.

ORDINANCES

There were no ordinances.

DISCUSSIONS/REPORTS

There were no discussions/reports.

ADJOURNMENT

The next regular City Council meeting is September 21, 2026 at 6:00 p.m. in the BPS Administration Building Board Room. There will be a Special Meeting on September 30, 2026 at 12:30 p.m. in the City Hall Conference Room, for the purpose of approving final claims for FY26.

Moved by McLain, seconded by Fairbanks, that the meeting be adjourned at 6:29 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

The Mayor and City Council of the City of Beatrice, Nebraska met in regular session in the BPS Administration Building Board Room, 320 North 5th Street, Beatrice, Nebraska on the 21st day of September, 2026, beginning at 6:30 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on September 16, 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 available in the meeting room and is accessible to members of the public.

Proclamation – National Cleanup Day – September 19, 2026

Mayor Morgan presented the proclamation for National Cleanup Day to Councilmember Doyle. Dan Martin, 1606 Country Club Lane, Pastor of Christ Community Church, whose motto is "Carrying Christ to our community", stated he and his wife put together this ministry to help out community members in need. Martin stated a group of approximately fifty (50) volunteers wrapping up the forty-fifth (45th) yard this past Saturday on National Cleanup Day. Councilmember Doyle thanked Pastor Martin for organizing this ministry and for the volunteers involved, noting he hopes other organizations will expand on this project.

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 September 8, 2026, as on file in the City Clerk's Office.
- e. Approval of Treasurer's Report of Claims in the amount of \$1,268,415.89.
- f. Approval of BASWA Report of Claims in the amount of \$332,185.09.
- g. Approval of BPW Report of Claims in the amount of \$2,325,614.39.

- h. Approval of Final Pay Request in the amount of \$29,007.24 to Hall Brothers for the Asphalt Sealing Various Locations - 2026 project, as recommended by the Board of Public Works.
- i. Approval of Pay Request #13 in the amount of \$480,153.46 to Building Crafts, Inc., for the WPC Grit Improvements project, as recommended by the Board of Public Works.
- j. Approval of Pay Request #3 in the amount of \$14,266.05 to Clausen & Sons Dirt Work, Inc., for the Hannibal Park Field No. 8 project.
- k. Approval of special designated license for Colleen's Catering, LLC, for a wedding reception on October 10, 2026, from 5:30 p.m. to 1:30 a.m., at Beatrice YMCA, 1801 Scott Street, Beatrice, Nebraska.
- l. Resolution Number 7846 amending the City's Abuse Prevention Policy.
- m. Resolution Number 7847 entering into a lease between the City of Beatrice, Nebraska and JEK Investments, LLC, for the purpose of constructing and operating a pump track.
- n. Resolution Number 7848 prohibiting parking along the south side of Irving Street located west of Highway 77, a/k/a North 6th Street.
- o. Resolution Number 7849 approving the request from Gage Development Coalition to close Highway 136, which is also known as Court Street, from 3rd Street to 7th Street, on Thursday, October 29, 2026, between 3:30 p.m. and 7:45 p.m., for the Night of the Great Pumpkin event.
- p. Resolution Number 7856 entering into an Interlocal Agreement for Cooperative Development and Use of the Nebraska Regional Interoperability Network.

Councilmember Eskra inquired what the lease agreement in item m is for. Tobias J. Tempelmeyer, City Administrator/General Manager, stated the lease agreement is with Eric Kielian, owner of Big Blue Bike Company. Kielian has begun construction of a pump track, located near South 24th Street and Court Street, and it will be covered under the City's liability insurance.

Councilmember Ruh asked for clarification on item n. Tempelmeyer stated 7Brew asked the City to consider removing parking on the south side of Irving Street from their drive to Highway 77 to help with traffic coming and going from their location. Tempelmeyer noted parking was removed from the north side of Irving Street to help with snow removal, and the apartment complex has a parking lot that is large enough for its residents. The traffic committee reviewed the request and has placed temporary no parking signs up and this will remove parking on a permanent basis.

Councilmember Fairbanks asked Tempelmeyer to let the public know about the opportunity to voice their opinions during the Night of the Great Pumpkin event, item o. Tempelmeyer stated Confluence will be soliciting ideas during the Night of the Great Pumpkin event. Confluence will be set up near 5th and Court for citizens to provide feedback for what the community can do moving forward, as they work to update the City's comprehensive plan.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

Public Hearing for the purpose of setting the property tax request for the City of Beatrice for Fiscal Year 2027

Mayor Morgan announced that a public hearing will now be held for the purpose of setting the property tax request for the City of Beatrice for Fiscal Year 2027.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the City's property tax request this year is \$4,032,222.18, which is a tax rate of 0.329652 for the City.

There was no further discussion by the Council or public.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:44 p.m.

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

MOTION CARRIED.

Resolution Number 7850 setting the property tax request for the City of Beatrice for Fiscal Year 2027

Mayor Morgan introduced Resolution Number 7850 setting the property tax request for the City of Beatrice for Fiscal Year 2027.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7850 be passed and adopted.

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 7850 – Passed and Adopted – setting the property tax request for the City of Beatrice for Fiscal Year 2027

Incorporated into the Minute Record by Reference

Public Hearing for the purpose of supplementing the Fiscal Year 2026 Budget

Mayor Morgan announced that a public hearing will now be held for the purpose of supplementing the Fiscal Year 2026 Budget.

Hannah Bell, Finance Director, reviewed the supplement for the FY26 Budget with the Council. Bell stated the overall supplement is approximately \$4 million, with \$3 million coming from the Airport projects. An increase of \$300,000 was added to the Electric Department for consulting services for the power generation facility. Other adjustments are in the General Fund for grants received and an increase to the Sanitation Department for the addition of one (1) employee and unanticipated vehicle repairs.

There was no further discussion by the Council or public.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:48 p.m.

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

MOTION CARRIED.

Ordinance adopting the supplemental budget for Fiscal Year 2026 and 2027 budget

Mayor Morgan introduced an ordinance adopting the supplemental budget for Fiscal Year 2026 and 2027 budget.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-30, 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 26-30 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-30 be passed and approved.

Hannah Bell, Finance Director, reported to the Council this ordinance adopts the FY26 supplemental budget and readopts the FY27 budget.

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 26-30 – Passed and Approved – adopting the supplemental budget for Fiscal Year 2026 and 2027 budget

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 Hearing for the purpose of considering the acquisition of real property from First Trust Company, LLC, as the Personal Representative of the Estate of Vernon L. McAlister, commonly known as 501 South 5th Street, Beatrice, Nebraska

Mayor Morgan announced that a public hearing will now be held for the purpose of considering the acquisition of real property from First Trust Company, LLC, as the Personal Representative of the Estate of Vernon L. McAlister, commonly known as 501 South 5th Street, Beatrice, Nebraska.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council Vernon McAlister has passed away and the estate has agreed to sell the property to the City for \$5,000. Tempelmeyer noted part of the agreement is the City must name something in the area after Mr. McAlister and there will likely be public ceremony in the spring. Councilmember Eckhoff inquired if the City will be demolishing the existing house and Tempelmeyer stated that is undetermined at this time, noting it is possible Chet McGrury, Community Development Director, will include it in a demolition package.

There was no further discussion by the Council or public.

Moved by McLain, seconded by Fairbanks, that the public hearing be closed at 6:53 p.m.

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

MOTION CARRIED.

RESOLUTIONS

Resolution Number 7851 executing the Contract for Sale of Real Estate and all necessary documents to acquire real estate from First Trust Company, LLC, as the Personal Representative of the Estate of Vernon L. McAlister

Mayor Morgan introduced Resolution Number 7851 executing the Contract for Sale of Real Estate and all necessary documents to acquire real estate from First Trust Company, LLC, as the Personal Representative of the Estate of Vernon L. McAlister.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7851 be passed and adopted.

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 7851 – Passed and Adopted – executing the Contract for Sale of Real Estate and all necessary documents to acquire real estate from First Trust Company, LLC, as the Personal Representative of the Estate of Vernon L. McAlister

Incorporated into the Minute Record by Reference

Resolution Number 7852 executing the State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division, for Project No. 3-31-0009-025/026/027-2026, for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport

Mayor Morgan introduced Resolution Number 7852 executing the State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division, for Project No. 3-31-0009-025/026/027-2026, for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7852 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is the funding from Senator Fischer for the Navaid upgrades for just under \$700,000, plus consultant fees, for a total project cost of approximately \$935,000. Tempelmeyer noted the grant is a 95/5 split. The State has agreed to cover 2% of the project, leaving the City's portion of the project approximately \$14,417.

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 7852 – Passed and Adopted – executing the State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division, for Project No. 3-31-0009-025/026/027-2026, for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport
Incorporated into the Minute Record by Reference

Resolution Number 7853 executing the Lease with the Beatrice Area Solid Waste Agency (BASWA) for the use of the Materials Recovery Facility

Mayor Morgan introduced Resolution Number 7853 executing the Lease with the Beatrice Area Solid Waste Agency (BASWA) for the use of the Materials Recovery Facility.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7853 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council this is the same lease as discussed during BASWA meeting for the Sanitation Department, operating as Midwest Area Refuse Solutions (MARS) to move from its current site to the Materials Recovery Facility (MRF) building at the old landfill. Tempelmeyer stated the Department is waiting on the delivery of the new baler and anticipates the move will occur in mid-October. Tempelmeyer noted the City will look to sell the current MARS property.

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 7853 – Passed and Adopted – executing the Lease with the Beatrice Area Solid Waste Agency (BASWA) for the use of the Materials Recovery Facility
Incorporated into the Minute Record by Reference

Resolution Number 7854 executing an Agreement for Professional Services, and any and all contracts or other documents between the City and JA Analysis Group, LLC, to develop a Business Recruitment Feasibility Study and a Downtown Strategic Plan

Mayor Morgan introduced Resolution Number 7854 executing an Agreement for Professional Services, and any and all contracts or other documents between the City and JA Analysis Group, LLC, to develop a Business Recruitment Feasibility Study and a Downtown Strategic Plan.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7854 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Council the City received a USDA grant to conduct a Business Recruitment Feasibility study. The Downtown Committee recommends accepting JA Analysis Group's proposal in the amount of \$57,900. The grant was for \$48,000 and the City's match is \$24,000, with \$12,000 in cash and \$12,000 in-kind services. Tempelmeyer noted JA Analysis will be onsite next week conducting interviews, and they have already been in contact with Caleb Fjone, Gage Development Coalition Executive Director. Councilmember Doyle asked that JA Analysis be as specific as they can be in regard to the plan and Tempelmeyer stated they have already had this conversation with them. Councilmember Fairbanks inquired how this plan will be tied into the comprehensive plan update and Tempelmeyer stated they have been in communication with Confluence as well.

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 7854 – Passed and Adopted – executing an Agreement for Professional Services, and any and all contracts or other documents between the City and JA Analysis Group, LLC, to develop a Business Recruitment Feasibility Study and a Downtown Strategic Plan

Incorporated into the Minute Record by Reference

ORDINANCES

Ordinance establishing salaries and compensation for various City and Board of Public Works union employees

Mayor Morgan introduced an ordinance establishing salaries and compensation for various City and Board of Public Works union employees.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-31, 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 26-31 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-31 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this salary ordinance is for all union employees. The Fire and Police Union Contracts both call for a three percent (3%) increase this year, and the IBEW Union Contract calls for a two percent (2%) increase. The proposed increases are effective October 1, 2026. Tempelmeyer noted this is the final year of the current union contracts.

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 26-31 – Passed and Approved – establishing salaries and compensation for various City and Board of Public Works union employees

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 establishing salaries and compensation for various City and Board of Public Works non-union employees

Mayor Morgan introduced an ordinance establishing salaries and compensation for various City and Board of Public Works non-union employees.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-32, 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 26-32 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-32 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the proposed ordinance shows a cost-of-living increase of three percent (3%) for all non-union employees effective October 1, 2026.

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 26-32 – Passed and Approved – establishing salaries and compensation for various City and Board of Public Works non-union employees

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 Chapter 19, Article III of the Beatrice City Code regarding Skate Parks

Mayor Morgan introduced an ordinance amending Chapter 19, Article III of the Beatrice City Code regarding Skate Parks.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-33, 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 26-33 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-33 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council the proposed amendment will broaden city code to require people to wear helmets at all wheeled sports parks, including the skate park and the pump track.

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 26-33 – Passed and Approved – amending Chapter 19, Article III of the Beatrice City Code regarding Skate Parks

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 to close and vacate a portion of that certain alleyway located in Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska

Mayor Morgan introduced an ordinance to close and vacate a portion of that certain alleyway located in Block Ninety-Three (93), Original Town, now City of Beatrice, Gage County, Nebraska.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-34, 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 26-34 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-34 be passed and approved.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council this ordinance will vacate a portion of the alley located at 4th and Scott Street. The City will keep a general utility easement and sell the property to Beatrice Scrap Processing, Inc., for \$9,500, which is what the City purchased it for a few years ago.

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 26-34 – Passed and Approved – to close and vacate a portion of that certain alleyway located in Block Ninety-Three (93), Original Town, now 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 conveying real estate owned by the City to Beatrice Scrap Processing, Inc., near 4th and Scott Streets

Mayor Morgan introduced an ordinance conveying real estate owned by the City to Beatrice Scrap Processing, Inc., near 4th and Scott Streets.

Moved by McLain, seconded by Fairbanks, that said ordinance be given number 26-35, 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 26-35 by number only the first, second, and third time.

Moved by McLain, seconded by Fairbanks, that Ordinance Number 26-35 be passed and approved.

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 26-35 – Passed and Approved – conveying real estate owned by the City to Beatrice Scrap Processing, Inc., near 4th and Scott Streets

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.

RESOLUTIONS

Resolution Number 7855 entering into a Contract for Sale of Real Estate with Beatrice Scrap Processing, Inc., near 4th and Scott Streets

Mayor Morgan introduced Resolution Number 7855 entering into a Contract for Sale of Real Estate with Beatrice Scrap Processing, Inc., near 4th and Scott Streets.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7855 be passed and adopted.

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 7855 – Passed and Adopted – entering into a Contract for Sale of Real Estate with Beatrice Scrap Processing, Inc., near 4th and Scott Streets
Incorporated into the Minute Record by Reference

DISCUSSIONS/REPORTS

City Administrator's Monthly Report

Tobias J. Tempelmeyer, City Administrator/General Manager, presented the City Administrator's Monthly Report. Tempelmeyer noted Confluence is still taking input from the public for the comprehensive plan. The three (3) projects at the Airport are all still undergoing work. There has been a lot of progress being made at the Dempsters site and Tempelmeyer has been working with Merchant McIntyre for the next round of the brownfield grant application, which will likely be due around Christmas. Councilmember Eckhoff inquired how many buildings have been taken down at the site and Councilmember Fairbanks noted the City had originally planned to demolish three (3) buildings, however, a total of ten (10) structures have been taken down on the 8.3-acre site. Councilmember Ruh inquired if there is anything the City can do about the sidewalk in front of Dempsters and Tempelmeyer stated there is nothing more the City can do at this point.

ADJOURNMENT

The next regular City Council meeting is October 5, 2026 at 6:00 p.m. in the BPS Administration Building Board Room. There will be a Special Meeting on September 30, 2026 at 12:30 p.m. in the City Hall Conference Room, for the purpose of approving final claims for FY26.

Moved by McLain, seconded by Doyle, 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.

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

City Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): A T And T Mobility, Se, \$53.20; Accuma Corporation, Re, \$34,637.19; Adams State Bank, Re, \$1,075.54; Ahrs Construction, Inc, Ex, \$165,523.90; Aimee Struble, Ex, \$4,200.00; Alfred Benesch And Company, Ex, \$55,206.72; All Copy Products, Se, \$490.26; Andrew & Ryann Johnson, Re, \$736.75; Auto Repair Plus, Su, \$17.98; Bcc Holding Llc, Re, \$23,526.73; Beatrice Area Solid Waste Agnc, Re, \$94,034.85; Beatrice Community Hospital, Se, \$585.50; Beatrice Humane Society, Re, \$5,000.00; Beatrice Iron And Metal Co, Su, \$642.59; Beatrice Mechanical Serv Inc, Se, Su, \$321.10; Beatrice Sand And Gravel, Su, \$653.23; Black Hills Energy, Se, \$52.03; Board Of Public Works, Re, \$15,641.42; Bomgaars Supply Inc, Su, \$947.12; Bond Owner, Re, \$318,056.88; Bound Tree Medical Llc, Su, \$5,582.12; Bryan's Auto Body, Se, \$450.00; Cardmember Service, Fe, Se, Su, \$9,650.92; Charter Communications, Se, \$379.84; City Motor Supply, Su, \$62.11; City Self Insured Health Plan, Re, \$324,800.00; City Treas. Petty Cash, Re, \$37.50; City Treasurer, Re, \$83,217.11; Clausen And Sons Dirt Work Inc, Ex, \$14,266.05; Column Software Pbc, Fe, \$157.43; Confluence Inc, Ex, \$14,176.16; Danielle's Approach, Llc, Ex, \$130,084.06; Das State Acctg-Central Finance Ocio, Se, \$45.00; Data Center Warehouse Llc, Ex, \$3,834.00; Datashield Corporation, Se, \$109.06; Diode Communications, Se, \$659.48; Eakes, Inc, Su, \$513.94; Ebsco Information Services, Fe, \$965.00; Empire Fence & Netting, Su, \$3,000.00; Endicott Clay Products Company, Su, \$714.00; Firstar Fiber Inc, Se, \$3,333.20; Follett Content Solutions Llc, Ex, \$103.49; Frontier Bank, Re, \$8,517.46; Gage County Court, Fe, \$51.00; Gage County Register Of Deeds, Fe, \$16.00; Gage County

Treasurer, Fe, \$2,166.38; Galls Llc, Su, \$195.45; Global Payments, Fe, \$436.05; Hall Brothers Inc, Ex, \$29,007.24; Heritage Landscape Supply Group, Su, \$677.93; Hometown Leasing, Se, \$1,802.66; Hybrid Turkeys Llc, Re, \$35,782.55; Ideus Tree Service, Se, \$4,000.00; Intermedia.Net Inc, Se, \$301.11; Interstate Power Systems, Inc, Se, Su, \$16,018.12; J And B Window And Graphics Inc, Se, \$115.00; Jeo Consulting Group Inc, Ex, \$4,196.54; Kubert Appraisal Group, Pc, Ex, \$3,950.00; Kyle Behrens, Se, Su, \$351.60; Lampton Welding Supply Co., Inc, Su, \$435.34; Landmark Implement Inc, Su, \$12.84; Language Line Services, Se, \$73.89; Martin Resource Management, Su, \$522.50; Mead Lumber And Rental-Beatrice, Su, \$1,407.68; Meininger Fire Protection Inc, Se, \$340.00; Mes I Acquisition Inc, Se, Su, \$2,220.31; Solutions, Inc, Su, \$2,278.29; Natural Vibes, Re, \$3,750.00; Nebraska Dept. Of Revenue, Fe, \$229.75; Nebraska Library Commission, Fe, \$946.00; Nebraska Salt And Grain, Su, \$1,764.97; Nmc, Inc, Se, Su, \$1,411.36; Norris Public Power District, Se, \$1,606.87; Nutrien Ag Solutions, Su, \$820.00; O'reilly Auto Parts, Su, \$10.97; Overdrive, Su, \$10,000.00; Parr, Bradley, Re, \$1,378.73; Pavers Inc, Su, \$12,548.80; Paymentech, Fe, \$1,792.91; Pinnacle Bank, Fe, \$485.80; Porter Houses, Llc, Re, \$8,430.34; Priority Printing, Su, \$1,768.85; Rdg Geoscience And Engineering, Inc, Fe, \$2,558.75; Reef Tectonics, Inc, Se, Su, \$88.99; Rewound Power Motors Sls And Svc Inc, Su, \$55.98; Rollins Inc, Se, \$162.60; Saathoff, Erin, Re, \$126.15; Sack Lumber Company, Su, \$30.85; Sapp Brothers, Su, \$13,799.18; Schuster's Outdoor And Rv Inc, Su, \$1,427.34; Security First Bank, Re, \$87,623.50; Sheridan Industries, Se, \$72.00; Siteone Landscape Supply, Llc, Su, \$3,720.40; Southeast Nebr Development District, Ex, \$4,285.74; State Fire Marshal Training Division, Fe, \$300.00; Sunny Smith, Se, \$810.00; Tmk Enterprises, Re, \$509.10; Transunion Risk And Alternative, Se, \$100.00; Travelers, Fe, \$259.00; Trizetto Provider Solutions, Se, \$100.12; Truck Center Companies, Su, \$397.97; Tsys Merchant Solutions, Fe, \$8.00; Union Bank & Trust Co, Re, \$1,453.46; Verizon Wireless, Se, \$988.50; Visa, Su, \$276.62; Walker Uniform Rental, Se, \$133.21; Westlake Ace Hardware, Su, \$60.10; Windstream, Se, \$606.03; Worldpay, Fe, \$181.26; Wrightsman Plbg And Heat Inc, Se, Su, \$224.81; Xpress Bill Pay, Fe, \$876.57

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Acco Unlimited Corporation, Su, \$2,129.36; All Seasons Corp, Se, \$100.00; American Electric Power, Se, \$851,283.20; Baird Holm Llp, Se, \$2,418.00; Barcel Mill And Lumber Inc, Su, \$252.85; Baswa, Fe, \$12,452.45; Beatrice Ready Mixed, Su, \$5,403.42; Black Hills Energy, Se, \$473.77; Bomgaars Supply Inc, Su, \$398.95; Border States Industries, Inc, Su, \$2,760.65; Bpw - Bldg Repair, Re, \$2,100.00; Bpw - Bond Reserve, Re, \$49,864.00; Bpw - Engineering Charges, Re, \$7,806.00; Bpw - Utilities, Se, \$25,626.19; Building Crafts Inc, Xe, \$480,153.46; Cardmember Service, Su, \$1,333.60; Carpenter Paper Company, Su, \$243.21; Cintas Loc 749, Se, \$70.00; City Economic Development Fund, Re, \$25,000.00; City Motor Supply, Su, \$490.67; City Treasurer, Re, \$239,637.27; Collection Associates Llc, Se, \$909.74; Column Software Pbc, Se, \$13.59; Core And Main, Su, \$1,526.51; Curiel, Jonathan, Re, \$257.00; Datashield Corporation, Se, \$70.73; Davis, Jeff, Re, \$131.50; Eakes Office Solutions, Su, \$1,569.08; Echo Electric, Su, \$213.13; Employee Benefit Account, Re, \$106,400.00; Enersys, Su, \$417.38; Hdr Engineering Inc, Se, \$36,526.59; Jk Energy Consulting Llc, Se, \$2,880.00; Johnny's Welding, Inc., Se, Su, \$112.36; Johnstone Supply, Su, \$137.54; Ken's Pest Control, Se, \$80.63; Kmoni Enterprises, Llc, Se, \$3,975.00; Lampton Welding Supply, Su, \$251.61; Landis And Gyr Technology, Inc., Se, \$3,645.00; Lincoln Winwater Works, Su, \$6,885.38; Mead Lumber Company, Su, \$146.71; Metering And Technology Solutions, Su, \$278.66; Midwest Laboratories, Inc., Se, \$2,520.78; Ne Department Of Revenue, Fe, \$138,905.09; Ne Dept Environment And Energy, Fe, \$50.00; Nebraska Health And Human Services, Re, \$780.00; Nebraska Public Power District, Se, \$22,532.53; Nextera Energy Resources, Se, \$173,677.44; Norris Public Power District, Se, \$6,839.99; One Call Concepts, Inc., Se, \$304.91; O'reilly Automotive, Inc., Su, \$23.63; Pinnacle Bank, Fe, \$82.00; Priority Printing, Su, \$239.61; Quadient Leasing Usa Inc, Su, \$4,020.20; Rose Equipment, Llc, Se, Su, \$6,986.05; Sack Lumber Company, Su, \$82.11; Sapp Bros. Petroleum, Inc., Su, \$6,905.19; Seweral Corporation, Se, \$2,992.09; Truck Center Companies, Se, Su, \$372.60; Tt Technologies, Inc., Se, Su,

\$1,059.61; Us Postmaster, Su, \$3,269.57; Visa, Fe, Su, \$6,421.27; Wells Implement, Inc, Su, \$330.92; Wesco Distributing, Inc., Su, \$5,127.11; Western Area Power Administration, Se, \$65,437.26; Westlake Hardware, Inc., Su, \$229.24



CITY OF BEATRICE, NEBRASKA
MINUTES OF THE SPECIAL CITY COUNCIL MEETING
SEPTEMBER 30, 2026
12:30 P.M.

The Mayor and City Council of the City of Beatrice, Nebraska met in special session in the in the City Hall Conference Room, 400 Ella Street, Beatrice, Nebraska on the 30th day of September, 2026, beginning at 12:30 p.m.

Notice of this meeting was given in advance thereof by publication in the Beatrice Daily Sun on September 25, 2025, a copy of the proof of publication being on file in the City Clerk's office. Notice of this meeting was simultaneously given to the Mayor and all members of the City Council and a copy of their acknowledgement of receipt of the advance notice and agenda is filed in this office. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and City Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

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 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 Treasurer's Report of Claims in the amount of \$1,288,223.00.
- e. Approval of BASWA Report of Claims in the amount of \$12,178.39.
- f. Approval of BPW Report of Claims in the amount of \$136,286.82.

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

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

MOTION CARRIED.

PUBLIC HEARINGS/BIDS

There were no public hearings/bids.

RESOLUTIONS

Resolution setting the property tax request for the City of Beatrice for Fiscal Year 2027

Mayor Morgan introduced Resolution Number 7857 setting the property tax request for the City of Beatrice for Fiscal Year 2027.

Moved by McLain, seconded by Fairbanks, that Resolution Number 7857 be passed and adopted.

Tobias J. Tempelmeyer, City Administrator/General Manager, reported to the Council state law now requires the City to adopt a resolution setting the property tax request after the "pink card" meeting has been held. Tempelmeyer noted this resolution will be included with the budget, which will be sent to the State today.

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 7857 – Passed and Adopted – setting the property tax request for the City of Beatrice for Fiscal Year 2027

Incorporated into the Minute Record by Reference

ORDINANCES

There were no ordinances.

DISCUSSIONS/REPORTS

There were no discussions/reports.

ADJOURNMENT

The next regular City Council meeting is October 5, 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 12:33 p.m.

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

MOTION CARRIED.

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

City Claims approved as follows: (Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies): All Copy Products, Se, \$1,658.88; Aqua-Chem, Inc, Su, \$62.82; Auto Repair Plus, Se, Su, \$298.44; Beatrice Community Hospital, Se, \$432.00; Beatrice Humane Society, Re, \$1,000.00;
September 30, 2026 Special Meeting

Page 2 of 3

Beatrice Iron And Metal Co, Se, Su, \$116.02; Beatrice Public Schools, Re, \$3,565.00; Beatrice Ready Mixed, Su, \$1,712.75; Beatrice Sand And Gravel, Su, \$15,393.39; Black Hills Energy, Se, \$640.69; Board Of Public Works, Re, \$10,812.15; Bomgaars Supply Inc, Su, \$121.72; Bound Tree Medical Llc, Su, \$582.68; Bragg, Robert, Se, \$6,000.00; Carthel, Jason L, Se, \$1,018.96; Cary's Cleaning, Se, \$5,166.00; Cdw Llc, Su, \$1,942.05; Centurylink Communications Llc, Se, \$3,379.40; Charter Communications, Se, \$37.53; City Employee Benefit Acct, Re, \$3,079.51; City Motor Supply, Su, \$125.01; City Service Valcon Llc, Su, \$45,550.82; City Treas. Petty Cash, Re, \$257.59; City Treasurer, Re, \$983,300.75; Column Software Pbc, Fe, \$654.67; Das State Acctg-Central Finance Ocio, Se, \$614.40; Dawgs Sports Specialties, Su, \$196.20; Desrosiers, Victoria, Re, \$920.23; Durante, Charlene, Re, \$181.16; Eakes, Inc, Su, \$441.12; Earl's Window Service, Se, \$244.00; Echosat, Inc, Fe, \$105.00; Fastenal Company, Su, \$35.30; First Wireless Inc, Se, \$1,039.53; Firstar Fiber Inc, Se, \$4,081.61; Follett Content Solutions Llc, Ex, \$153.61; Fossler Excavating, Ex, \$108,200.00; Gage County Eqpt Inc, Su, \$178.68; Gage County Treasurer, Fe, \$67.45; Galls Llc, Su, \$100.33; Gb Auto Service Inc, Se, Su, \$345.00; Global Industrial, Ex, \$841.90; Hamm Glass, Inc, Su, \$155.00; Heartland Business Systems Llc, Se, \$485.10; Heritage Landscape Supply Group, Su, \$1,115.32; Ideus Tree Service, Se, \$4,000.00; Interstate Power Systems, Inc, Se, Su, \$5,715.62; Jaypro Sports, Ex, \$15,590.30; Jem Flying Inc, Re, \$25.00; Jeo Consulting Group Inc, Ex, \$968.75; Jerry Carter, Se, \$2,140.00; Jet Racing, Su, \$104.00; Johnny's Welding Inc, Se, Su, \$77.89; Landmark Implement Inc, Su, \$1,093.86; Lincoln Winwater Works Company, Su, \$1,407.00; Macqueen Equipment Llc, Su, \$1,143.10; Martin Resource Management, Su, \$310.75; McCormick, Joe, Re, \$45.42; Midwest Laboratories Inc, Se, \$228.00; Milke, Tyler, Re, \$37.70; Nebraska Salt And Grain, Su, \$3,695.45; Nebraska Title Company, Su, \$167.50; Nmc, Inc, Su, \$758.13; Northeast Auto, Re, \$5,000.00; Oakview Veterinary Clinic, Se, Su, \$314.50; O'reilly Auto Parts, Su, \$1,085.13; Pavers Inc, Su, \$17,767.20; Peppers, Jereme, Se, \$250.00; Refuse Inc, Su, \$11,145.00; Rollins Inc, Se, \$75.27; Rose Equipment Inc, Su, \$25.94; Saathoff, Erin, Re, \$58.00; Sapp Brothers, Su, \$12,201.45; Schoen's Roofing Llc, Ex, \$1,250.00; Schuster's Outdoor And Rv Inc, Su, \$274.72; Springfield Electric Supply Company Llc, Su, \$100.80; State Of Nebraska, Se, \$818.33; Sunny Smith, Se, \$900.00; Sunset Law Enforcement, Su, \$759.25; Textme, Incorporated, Fe, \$75.00; T-Mobile, Se, \$820.42; Truck Center Companies, Su, \$522.88; Unifirst Corporation, Se, \$88.63; Unite Private Networks Llc, Se, \$222.24; Verizon Wireless, Se, \$411.54; Voss Lighting, Su, \$1,065.65; Walker Uniform Rental, Se, \$104.48; Westlake Ace Hardware, Su, \$532.20; Windstream, Se, \$556.21; Wolf, Leora, Re, \$44.00; Wrightsman Plbg And Heat Inc, Su, \$14.31

BPW Claims approved as follows: (*Abbreviations are: Ex, Expenses; Fe, Fees; Re, Reimbursement; Se, Services; Su, Supplies*): Beatrice Mechanical Service, Inc., Se, \$250.00; Beatrice Ready Mixed, Su, \$1,270.56; Bomgaars Supply Inc, Su, \$269.76; Border States Industries, Inc, Su, \$11,341.95; Bpw - Petty Cash, Re, \$48.05; Cary D Udell, Se, Su, \$1,424.77; Cintas Loc 749, Se, \$70.00; City Motor Supply, Su, \$443.57; City Treasurer, Re, \$47,752.00; Column Software Pbc, Se, \$13.59; Directional Zone Inc, Se, \$6,720.00; Dutton-Lainson Co, Su, \$4,379.55; Echo Electric, Su, \$856.26; Employee Benefit Account, Re, \$1,476.40; Esi, Se, Su, \$10,600.38; Ge Software Inc, Se, \$160.00; Harlan, Harry, Re, \$71.00; Husker Electric Supply, Su, \$3,068.91; Jf Holdings Corp, Se, Su, \$1,207.47; Johnny's Welding, Inc., Se, Su, \$34.34; Lincoln Winwater Works, Su, \$5,446.92; Macqueen Equipment Llc, Su, \$340.41; Nebraska Health And Human Services, Re, \$780.00; Nebraska Public Health Environmental Lab, Se, \$1,518.00; Olsson, Inc., Ex, \$25,042.49; Roehr's Machinery, Inc., Se, Su, \$2,199.43; Rose Equipment, Llc, Su, \$752.79; Sapp Bros. Petroleum, Inc., Su, \$8,145.95; Schusters Outdoor & Rv, Inc., Su, \$404.94; Westlake Hardware, Inc., Su, \$197.33



9/30/2026

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

RE: City of Beatrice Grant #23-DTR-002 Drawdown #13

Dear Mr. Tempelmeyer:

Enclosed is Drawdown #13 for the Downtown Revitalization project. After you have reviewed the materials, please have Mayor Robert Morgan and yourself sign the Drawdown (DD) as noted and mail the original DD form back to SENDD for processing. Please sign all documents in **"BLUE INK"** and place in File #4.

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

Drawdown #13: The following #14E Commercial Rehabilitation bill has not yet been paid:			
Activity Code	Total	CDBG	Match
#14E: Commercial Rehabilitation Hydo Properties - 303 Court Street	\$83,975.00	\$62,981.25	\$ 20,993.75
#14E: Commercial Rehabilitation	\$0.00	\$0.00	\$0.00
#14E: Construction Management	\$0.00	\$0.00	\$0.00
Totals:	\$83,975.00	\$62,981.25	\$ 20,993.75

SEND D is an Equal Opportunity Employer

7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org



According to the above figures, the City should make the following payments following CDBG funds disbursement.

Activity Code: #14E Commercial Rehabilitation

Amount: \$62,981.25

To: Hydo Properties

Mailing Address: 200 North 7th Street STE 1 Beatrice, NE 68310

NOTES:

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

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

Sincerely,

James Owens

James Owens
Sr. Community Development Specialist

SENDD is an Equal Opportunity Employer



7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org





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

Name of Subrecipient (Local Unit of Government) City of Beatrice			Mailing Address 400 Ella Street		City Beatrice	State NE	ZIP 68310
CDBG Agreement Number 23-DTR-002	Federal Identification Number 47-6006092	DUNS Number	UEI Number SDA1U4LQJ5E9	SAM Expiration Date 12/12/2026	Number sequence order of funds 13	Final Drawdown	DED Program Representative Gina Doose

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	\$ 245,886.61
2. Add: Program Income Received to Date (exclude RLF)	
3. Subtotal	\$ 245,886.61
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$ 245,886.61
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	

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

Activity/Budget Category	#21A General Administration	#14E Construction Management	#14E Commercial Rehabilitation				TOTAL
1. Total Cash Requirements To Date	\$ 25,000.00	\$ 7,455.00	\$ 380,232.38	\$ 0.00			\$ 412,687.38
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$ 0.00	\$ 0.00	\$ 103,819.52				\$ 103,819.52
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$ 25,000.00	\$ 7,455.00	\$ 213,431.61				\$ 245,886.61
4. Total Current Cash Requirements			\$ 62,981.25				\$ 62,981.25
5. Less: Unpaid Previous Request.							
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							
7. Net Amount of Federal Funds Requested							\$ 62,981.25

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

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

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

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

City of Beatrice Downtown Revitalization Contract Obligation Spreadsheet

Recipient		City of Beatrice	Elected Official	Robert Morgan	Clerk/City Admin.	Tobias Tempelmeyer	SENDD Admin	James Owens	Approval	
CDBG Grant #		23-DTR-002	DED Program Rep.	Gina Doose	Clerk/Admin Email	ttempelmeyer@beatrice.ne.gov	SENDD Admin Email	lowens@sendd.org		
Mailing Address	400 Ella St	SOURCES CDBG OTHER (Business) TOTAL	21A General Admin.	\$ 25,000.00	14E Const. Mgmt	\$ 10,000.00	14E Commercial Rehab	400,000.00	TOTAL	435,000.00
Fed. ID #	47-6006092		\$ -	\$ -	\$ 100,000.00	\$				
DUNS			\$ -							
UEI	SDA1U4LQJ5E9									
Release of Funds	5/21/2024									
Program Income	No									
Sam.gov Expiry	12/12/2026	% CDBG	100.00%	100.0000%	80.0%					
Amendment #	n/a	% Other Business			20.0%					
Contract End Date	5/14/2026	HCF	0.00%	0.0000%	0.0%					
USDA/Other Reporting		LB840	0.00%	0.0000%	0.0%					
		1.Total Cash Requirements to Date	\$ 25,000.00	\$ 7,455.00	\$ 380,232.38	\$ 412,687.38	Current Fund Request	13		
		2.Local Funds Disbursed	\$ -	\$ -	\$ 103,819.52	\$ 103,819.52	7. Net Fund Request	\$ 62,981.25		
		3.Federal Funds Disbursed	\$ 25,000.00	\$ 7,455.00	\$ 213,431.61	\$ 245,886.61	Fed Funds Disbursed	\$ 245,886.61		
		4.Total Cash Required to Date	\$ -	\$ -	\$ 62,981.25	\$ 62,981.25	Local Funds Disbursed	\$ 103,819.52		
		5. Total Funds Remaining	\$ -	\$ 2,545.00	\$ 119,767.62	\$ 122,312.62	Funds Remaining	\$ 122,312.62		
Previous Fund Requests	Submit Date	Net Amount of Fed. Fund Request	21A General Admin.	14E Const. Mgmt	14E Commercial Rehabilitation			Disbursement Date		
			CDBG	CDBG	INVOICE TOTAL	CDBG	LOCAL			
1		\$ 7,729.50	\$ 7,729.50	\$ -	\$ -	\$ -	\$ -			
2		\$ 10,548.32	\$ 8,133.32	\$ 2,415.00	\$ -	\$ -	\$ -			
3		\$ 35,625.00	\$ -	\$ -	\$ 47,500.00	\$ 35,625.00	\$ 11,875.00			
4		\$ 24,794.89	\$ 3,010.00	\$ 2,310.00	\$ 25,966.53	\$ 19,474.89	\$ 6,491.64			
5		\$ 17,098.11	\$ -	\$ -	\$ 25,966.53	\$ 17,098.11	\$ 8,868.42			
6		\$ 20,732.40	\$ 3,290.00	\$ 1,190.00	\$ 26,056.54	\$ 19,542.40	\$ 6,514.14			
7		\$ 14,065.00			\$ 18,850.00	\$ 14,065.00	\$ 4,785.00			
8		\$ 69,909.00			\$ 95,000.00	\$ 69,909.00	\$ 25,091.00			
9		\$ 7,149.46			\$ 11,915.78	\$ 7,149.46	\$ 4,766.32			
10		\$ 26,817.75			\$ 40,002.00	\$ 26,817.75	\$ 13,184.25			
11		\$ 3,750.00			\$ 5,000.00	\$ 3,750.00	\$ 1,250.00			
12			\$ 2,837.18	\$ 1,540.00						
13		\$ 62,981.25			\$ 83,975.00	\$ 62,981.25	\$ 20,993.75			
Fund Request Details										
Drawdown 13										
Business	Contractor	Invoice Date	Invoice #	CDBG 21A Gen. Admin	CDBG 14E Const Mgmt.	Invoice Total	CDBG 14E	Match 14E	Check #	
Hydo Properties - 303 Court Street	Skyline Construction	7/20/2026	NE-230558-1			\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		
Totals				\$ -	\$ -	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		

Hydo Properties - 303 Court Street					
Sam.gov Expiration	6/23/2027	CDBG Subaward	\$ 62,981.25		
UEI	RLBKUDEK4GV8	Match (25% Min.)	\$ 15,745.31	Notice of Completion	
Contractors	Total	CDBG	Match	DD#	Notes
Skyline	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75	13	Roof rehab for Code remediation
Total Drawdowns	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		
Adjustment					
Adjusted Total	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		
Remaining	\$ (5,248.44)	\$ -	\$ (5,248.44)		



Skyline Construction (NEW)
2201 S 84th St
Lincoln, NE 68506
4028755876
Sales@skylineconstinc.com
www.SkylineConstInc.com

Invoice NE-230558-1

BILL TO

Hydo Properties
Hydo Properties (Todd
Hydo)
200 North 7th Street
STE 1
Beatrice, NE 68310
United States

DATE
07/20/2026

PLEASE PAY
\$83,975.00

DUE DATE
09/15/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/20/2026	RE-COVER SYSTEM SCOPE OF WORK	1	83,975.00	83,975.00
	1. JOB SITE PREPARATION & SAFETY - Establish controlled work areas, OSHA-compliant fall protection, barricades, signage, daily safety procedures, project supervision, material staging, rooftop loading, and site access while protecting surrounding building components and minimizing disruption.			
	2. EXISTING ROOF PREPARATION - Inspect the existing aluminum-coated modified bitumen barrel roof, remove debris, secure loose or deteriorated areas, and remove existing parapet, curb, penetration, and related flashings as required for the new recover system.			
	3. SEPARATION LAYER / SLIP SHEET - Install manufacturer-approved slip sheet over the existing roof to separate the modified bitumen from the new membrane, accommodate movement, provide a uniform substrate, and improve long-term system performance.			
	4. OPTIONAL 5" POLY-ISO INSULATION UPGRADE - In lieu of the slip sheet, install approximately 5" of polyisocyanurate insulation in multiple staggered layers, mechanically fastened per manufacturer and wind-uplift requirements. Upgrade improves R-value, energy efficiency, substrate uniformity, and overall roof performance. NOTE: Poly-iso upgrade is not included in the base scope and is available as an additional-cost option.			
	5. NEW PVC OR TPO ROOF SYSTEM - Install a mechanically attached PVC or TPO single-ply membrane over the prepared substrate. Heat-weld seams and complete installation according to			

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>manufacturer requirements for wind uplift, barrel-roof movement, watertight performance, and warranty eligibility.</p> <p>6. FLASHINGS, PENETRATIONS & EDGE DETAILS - Provide new membrane flashings at penetrations, curbs, vents, walls, parapets, and perimeter transitions. Install termination bars, sealants, metal edge details, and other manufacturer-approved components as required.</p> <p>UPGRADED DETAIL OPTIONS:</p> <ul style="list-style-type: none"> • Parapets over 2': Extend membrane vertically and terminate with termination bar. • Parapets under 2': Fully envelope parapet with adhered membrane extending over the exterior fascia with integrated metal edge. • Front Parapet: Install T-bar termination and membrane enclosure while maintaining existing Christmas-light installation. • Rear Edge: Install new integrated metal drip edge with approved fastening and cover tape. Included in base scope. <p>7. DRAINAGE & TRANSITIONS - Evaluate drainage and transition areas, reinforce membrane at high-wear locations, and provide proper tie-ins to maintain positive water flow. Major slope corrections or tapered insulation are excluded unless specifically added.</p> <p>8. FINAL INSPECTION & WARRANTY - Coordinate manufacturer inspection, complete required punch-list items, register the selected 15- or 20-year warranty, and provide final closeout and warranty documentation.</p> <p>= BASE PROJECT PRICE = \$54,980</p> <p>+ INCLUDES: Labor, materials, insurance, equipment, haul-away, and standard manufacturer warranty.</p> <p>- EXCLUDES: Permit fees, material sales tax, lift rental, and unforeseen conditions.</p> <p>*** INCLUDED WARRANTY: 15-Year Manufacturer Written Labor & Material Warranty.</p> <p>= ADDITIONAL SELECTED OPTIONS = \$28,995</p> <p>1. Poly-Iso Insulation Upgrade – Used Material: \$18,000</p> <p>2. Upgraded Parapet / Edge Details: \$7,500</p> <p>3. 20-Year Warranty Upgrade: \$3,495</p> <p>*** GRANT PROJECT BREAKDOWN ***</p> <p>- LABOR & BURDEN= \$30,310</p> <p>- MATERIALS = \$36,870</p> <p>- OVERHEAD & PROFIT = \$16,795</p>			
				Subtotal: 83,975.00

Ways to pay

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

BANK

TOTAL DUE

\$83,975.00

THANK YOU.

View and pay

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax:
402.228.2312**ENGINEERING & COMMUNITY
DEVELOPMENT**205 North 4th Street | Beatrice, NE
68310Phone: 402.228.5250 Fax:
402.228.5252

March 17, 2026

To: Hydo Properties, LLC

Re: Inspection of 303 Court Street – Downtown Improvement Grant Application

Property Address: 303 Court Street

Owners: Hydo Properties

Occupancy Type.

1 Story: Storage

Deficiencies found:

Roofing membrane is showing signs of deterioration. Separation and cracking of the membrane and materials used to seal the membrane to the building and parapets was observed in several locations around the perimeter of the roof. Wrinkling of the roof membrane was observed on the northeast corner of the roof. Wrinkles in the roofing membrane have been trapping water and not allowing it to drain from the roof.

A piece of the membrane has detached from the adjoining building to the west creating a gap where water can enter the building below. A crack in the wall of the Brewery building was observed in the location of this separated roofing material.

A downspout on the southwest corner of the building is missing. Water drains directly from the gutter to the wall and foundation below without being redirected away from the building.

Code Reference - 2021 IPMC 304.7

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Chet McGrury
Community Development Director



9/30/2026

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

RE: City of Beatrice Grant #23-DTR-002 Drawdown #13

Dear Mr. Tempelmeyer:

Enclosed is Drawdown #13 for the Downtown Revitalization project. After you have reviewed the materials, please have Mayor Robert Morgan and yourself sign the Drawdown (DD) as noted and mail the original DD form back to SENDD for processing. Please sign all documents in **"BLUE INK"** and place in File #4.

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

Drawdown #13: The following #14E Commercial Rehabilitation bill has not yet been paid:			
Activity Code	Total	CDBG	Match
#14E: Commercial Rehabilitation Hydo Properties - 303 Court Street	\$83,975.00	\$62,981.25	\$ 20,993.75
#14E: Commercial Rehabilitation Hydo Properties - 500/502 Court Street	\$69,000.00	\$51,750.00	\$17,250.00
#14E: Construction Management	\$0.00	\$0.00	\$0.00
Totals:	\$152,975.00	\$114,731.25	\$38,243.75

SEND D is an Equal Opportunity Employer

7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org



According to the above figures, the City should make the following payments following CDBG funds disbursement.

Activity Code: #14E Commercial Rehabilitation

Amount: \$114,731.25

To: Hydo Properties

Mailing Address: 200 North 7th Street STE 1 Beatrice, NE 68310

NOTES:

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

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

Sincerely,

James Owens

James Owens

Sr. Community Development Specialist

SENDD is an Equal Opportunity Employer



7407 O St | Lincoln, NE 68510



402-475-2560



www.sendd.org





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

Name of Subrecipient (Local Unit of Government) City of Beatrice			Mailing Address 400 Ella Street		City Beatrice	State NE	ZIP 68310
CDBG Agreement Number 23-DTR-002	Federal Identification Number 47-6006092	DUNS Number	UEI Number SDA1U4LQJ5E9	SAM Expiration Date 12/12/2026	Number sequence order of funds 13	Final Drawdown	DED Program Representative Gina Doose

Part I – STATUS OF FUNDS

1. CDBG Funds Received to Date	\$ 245,886.61
2. Add: Program Income Received to Date (exclude RLF)	
3. Subtotal	\$ 245,886.61
4. Less: Federal Funds Disbursed To Date (Must Agree To Total Of Part II, Line 3)	\$ 245,886.61
5. Total: Federal Funds On Hand (Must Agree To Part II, Line 6)	

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

Activity/Budget Category	#21A General Administration	#14E Construction Management	#14E Commercial Rehabilitation				TOTAL
1. Total Cash Requirements To Date	\$ 25,000.00	\$ 7,455.00	\$ 449,232.38				\$ 481,687.38
2. Less: Local Funds Disbursed (includes RLF) (exclude Program Income)	\$ 0.00	\$ 0.00	\$ 121,069.52				\$ 121,069.52
3. Less: Federal Funds Disbursed (include Program Income) Total Must Agree To Part I, Line 4 (exclude RLF)	\$ 25,000.00	\$ 7,455.00	\$ 213,431.61				\$ 245,886.61
4. Total Current Cash Requirements			\$ 114,731.25				\$ 114,731.25
5. Less: Unpaid Previous Request.							
6. Less: Federal Funds On Hand (Must Agree To Part I, Line 5)							
7. Net Amount of Federal Funds Requested							\$ 114,731.25

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

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

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

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

City of Beatrice Downtown Revitalization Contract Obligation Spreadsheet

Recipient City of Beatrice		Elected Official	Robert Morgan	Clerk/City Admin.	Tobias Tempelmeyer	SEND D Admin	James Owens	Approval	
CDBG Grant # 23-DTR-002		DED Program Rep.	Gina Doose	Clerk/Admin Email	ttempelmeyer@beatrice.ne.gov	SEND D Admin Email	lowens@sendd.org		
Mailing Address	400 Ella St	SOURCES CDBG OTHER (Business)	21A General Admin.	14E Const. Mgmt	14E Commercial Rehab		TOTAL		
Fed. ID #	47-6006092		\$ 25,000.00	\$ 10,000.00	\$	400,000.00	\$	435,000.00	
DUNS			\$ -		\$	100,000.00	\$	100,000.00	
UEI	SDA1U4LQJ5E9		\$ -					\$ -	
Release of Funds	5/21/2024		\$ -					\$ -	
Program Income	No	TOTAL	\$ 25,000.00	\$ 10,000.00	\$	500,000.00	\$	535,000.00	
Sam.gov Expiry	12/12/2026	% CDBG	100.00%	100.0000%	80.0%				
Amendment #	n/a	% Other Business			20.0%				
Contract End Date	5/14/2026	HCF	0.00%	0.0000%	0.0%				
USDA/Other Reporting		LB840	0.00%	0.0000%	0.0%				
		1.Total Cash Requirements to Date	\$ 25,000.00	\$ 7,455.00	\$	449,232.38	\$ 481,687.38	Current Fund Request	13
		2.Local Funds Disbursed	\$ -	\$ -	\$	121,069.52	\$ 121,069.52	7. Net Fund Request	\$ 114,731.25
		3.Federal Funds Disbursed	\$ 25,000.00	\$ 7,455.00	\$	213,431.61	\$ 245,886.61	Fed Funds Disbursed	\$ 245,886.61
		4.Total Cash Required to Date	\$ -	\$ -	\$	114,731.25	\$ 114,731.25	Local Funds Disbursed	\$ 121,069.52
		5. Total Funds Remaining	\$ -	\$ 2,545.00	\$	50,767.62	\$ 53,312.62	Funds Remaining	\$ 53,312.62
Previous Fund Requests	Submit Date	Net Amount of Fed. Fund Request	21A General Admin.	14E Const. Mgmt	14E Commercial Rehabilitation			Disbursement Date	
			CDBG	CDBG	INVOICE TOTAL		CDBG	LOCAL	
1		\$ 7,729.50	\$ 7,729.50	\$ -	\$ -	\$ -	\$ -		
2		\$ 10,548.32	\$ 8,133.32	\$ 2,415.00	\$ -	\$ -	\$ -		
3		\$ 35,625.00	\$ -		\$ 47,500.00	\$ 35,625.00	\$	11,875.00	
4		\$ 24,794.89	\$ 3,010.00	\$ 2,310.00	\$ 25,966.53	\$ 19,474.89	\$	6,491.64	
5		\$ 17,098.11	\$ -	\$ -	\$ 25,966.53	\$ 17,098.11	\$	8,868.42	
6		\$ 20,732.40	\$ 3,290.00	\$ 1,190.00	\$ 26,056.54	\$ 19,542.40	\$	6,514.14	
7		\$ 14,065.00			\$ 18,850.00	\$ 14,065.00	\$	4,785.00	
8		\$ 69,909.00			\$ 95,000.00	\$ 69,909.00	\$	25,091.00	
9		\$ 7,149.46			\$ 11,915.78	\$ 7,149.46	\$	4,766.32	
10		\$ 26,817.75			\$ 40,002.00	\$ 26,817.75	\$	13,184.25	
11		\$ 3,750.00			\$ 5,000.00	\$ 3,750.00	\$	1,250.00	
12			\$ 2,837.18	\$ 1,540.00					
13		\$ 114,731.25			\$ 152,975.00	\$ 114,731.25	\$	38,243.75	
Fund Request Details									
Drawdown 13									
Business	Contractor	Invoice Date	Invoice #	CDBG 21A Gen. Admin	CDBG 14E Const Mgmt.	Invoice Total	CDBG 14E	Match 14E	Check #
Hydo Properties - 303 Court Street	Skyline Construction	7/20/2026	NE-230558-1			\$ 83,975.00	\$ 62,981.25	\$ 20,993.75	
Hydo Properties - 500-502 Court Street	Lammel Plumbing	8/4/2026	88741			\$ 69,000.00	\$ 51,750.00	\$ 17,250.00	
Totals				\$ -	\$ -	\$ 152,975.00	\$ 114,731.25	\$ 38,243.75	

Hydo Properties - 500-502 Court Street					
Sam.gov Expiration	6/23/2027	CDBG Subaward	\$ 75,000.00		
UEI	RLBKUDEK4GV8	Match (25% Min.)	\$ 18,750.00	Notice of Completion	
Contractors	Total	CDBG	Match	DD#	Notes
Lammel	\$ 69,000.00	\$ 51,750.00	\$ 17,250.00	13	Roof rehab for Code remediation
Total Drawdowns	\$ 69,000.00	\$ 51,750.00	\$ 17,250.00		
Adjustment					
Adjusted Total	\$ 69,000.00	\$ 51,750.00	\$ 17,250.00		
Remaining	\$ 24,750.00	\$ 23,250.00	\$ 1,500.00		

LAMMEL PLUMBING, INC
 200 N 7th Ste. 1
 BEATRICE, NE 68310

Invoice

Date	Invoice #
8/4/2026	88741

Bill To
HYDO, JOHN PO BOX 37 BEATRICE, NE 68310

P.O. No.	Terms	Project
	Net 30	502 COURT

Item	Description	Qty	Rate	U/M	Amount
	FOR 104 N 5TH / GEMS N JUNK DRAW 1 - FACADE IMPROVEMENT PERMITS, MASONRY, ELECTRICAL, LABOR, ROOFING REPAIR MATERIAL REBUILT THE AWNING, RE-ROOFED THE ROOF, INSTALLED NEW ELECTRICAL SERVICE FROM POLE TO PANELS, REPAIRED THE EAST COMMON WALL				
FB_Item	PROPOSAL 2025-035 104 N 5TH WALL, ROOF, ELECTRICAL REPAIRS	1	14,655.00		14,655.00
FB_Item	CB MASONRY / MASON	1	3,640.00		3,640.00
FB_Item	CITY OF BEATRICE PERMITS	1	994.00		994.00
FB_Item	MATERIALS : EDM, RUBBER ROOFING, SEAM REPAIR, WATER STOP, LUMBER, NAILS, SCREWS, GUTTER, EXTERIOR TRIM	1	11,505.00		11,505.00
FB_Item	PHILLIP ELECTRIC / ELECTRICIAN	1	19,130.00		19,130.00
FB_Item	LAMMEL PLUMBING LABOR / CARPENTER & GENERAL LABORER	1	19,076.00		19,076.00

			Subtotal	\$69,000.00
A Late Charge of 1% (12% APR) will be assessed on all past due accounts over 30 days.			Sales Tax (7.5%)	\$0.00
			Total	\$69,000.00

Phone #	Fax #	E-mail
402-223-4132	402-223-5146	lammelplumbinginc@gmail.com

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1

APPLICATION DATE: 07/28/26

PERIOD TO: START-07/28/26

ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)	BALANCE TO FINISH (C - G)
	JOHN & RITA HYDO 104 N 5TH ST / 500 COURT ST BEATRICE		FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
	PROPOSAL 2025-035							
1	AWNING REBUILD	\$14,655.00		\$14,655.00		\$14,655.00	100.00%	\$0.00
2	MASONRY	\$17,500.00		\$3,640.00		\$3,640.00	20.80%	\$13,860.00
	ROOFING MATERIALS: EDM, RUBBER, ROOFING, SEAM REPAIR, WATER STOP, LUMBER, NAILS, SCREWS, GUTTER EXTERIOR							
3	TRIM	\$11,505.00		\$11,505.00		\$11,505.00	100.00%	\$0.00
4	CITY OF BEATRICE PERMITS	\$994.00		\$994.00		\$994.00	100.00%	\$0.00
5	PHILLIPI ELECTRIC	\$19,130.00		\$19,130.00		\$19,130.00	100.00%	\$0.00
	LAMMEL PLUMBING LABOR / CARPENTER							
6	GENERAL LABORER	\$23,076.00		\$19,076.00		\$19,076.00	82.67%	\$4,000.00
8	CORNICE REPAIR	\$18,000.00					0.00%	\$18,000.00
9	LIFT / MACHINERY USE	\$12,140.00					0.00%	\$12,140.00
	CHANGE ORDERS / NON BID WORK							
	GRAND TOTALS	\$117,000.00	\$0.00	\$69,000.00	\$0.00	\$69,000.00	58.97%	\$48,000.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



CITY HALL

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

ENGINEERING & COMMUNITY DEVELOPMENT

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

7/16/2025

To Whom It May Concern,

RE: Inspection of 502 Court Street

Property Address: 502 Court Street, Beatrice, NE
Owner(s): Woodward Brothers Properties

Occupancy:

1st floor: Commercial

2nd floor: Unused

Deficiencies found:

Inspection of the interior of the second floor showed evidence of water intrusion from the roof. Several locations of the ceiling tile were observed to have water stains. Water stains and fallen plaster were observed throughout the second floor of the building. Buckets used to catch water were observed. Some of the buckets contained water. Evidence of water leaking around the skylight was observed. Missing glass tiles were seen in the skylight.

2021 IPMC 304.7 Roofs and drainage. – The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstruction.

Inspection of the exterior of the building revealed a portion of the cornice on the west side of the building has fallen off. The underlying wood framing is showing signs of deterioration. The exposed limestone block wall is missing grout and needs repair to prevent blocks from dislodging and falling to the sidewalk below. Damaged exposed wood needs to be repaired, and protective treatment applied.

2021 IPMC 304.8 Decorative features. – Cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

2021 IPMC 304.2 Protective treatment. - Exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment. Peeling, flaking and chipped paint shall be eliminated, and surfaces repainted. Siding and masonry joints, as well as those between the building envelope and the perimeter of windows, doors and skylights, shall be maintained weather resistant and water tight.

Chet McGrury
Community Development Director

Hydo Properties - 303 Court Street					
Sam.gov Expiration	6/23/2027	CDBG Subaward	\$ 62,981.25		
UEI	RLBKUDEK4GV8	Match (25% Min.)	\$ 15,745.31	Notice of Completion	
Contractors	Total	CDBG	Match	DD#	Notes
Skyline	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75	13	Roof rehab for Code remediation
Total Drawdowns	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		
Adjustment					
Adjusted Total	\$ 83,975.00	\$ 62,981.25	\$ 20,993.75		
Remaining	\$ (5,248.44)	\$ -	\$ (5,248.44)		



Skyline Construction (NEW)
2201 S 84th St
Lincoln, NE 68506
4028755876
Sales@skylineconstinc.com
www.SkylineConstInc.com

Invoice NE-230558-1

BILL TO

Hydo Properties
Hydo Properties (Todd
Hydo)
200 North 7th Street
STE 1
Beatrice, NE 68310
United States

DATE
07/20/2026

PLEASE PAY
\$83,975.00

DUE DATE
09/15/2026

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/20/2026	RE-COVER SYSTEM SCOPE OF WORK	1	83,975.00	83,975.00
	1. JOB SITE PREPARATION & SAFETY - Establish controlled work areas, OSHA-compliant fall protection, barricades, signage, daily safety procedures, project supervision, material staging, rooftop loading, and site access while protecting surrounding building components and minimizing disruption.			
	2. EXISTING ROOF PREPARATION - Inspect the existing aluminum-coated modified bitumen barrel roof, remove debris, secure loose or deteriorated areas, and remove existing parapet, curb, penetration, and related flashings as required for the new recover system.			
	3. SEPARATION LAYER / SLIP SHEET - Install manufacturer-approved slip sheet over the existing roof to separate the modified bitumen from the new membrane, accommodate movement, provide a uniform substrate, and improve long-term system performance.			
	4. OPTIONAL 5" POLY-ISO INSULATION UPGRADE - In lieu of the slip sheet, install approximately 5" of polyisocyanurate insulation in multiple staggered layers, mechanically fastened per manufacturer and wind-uplift requirements. Upgrade improves R-value, energy efficiency, substrate uniformity, and overall roof performance. NOTE: Poly-iso upgrade is not included in the base scope and is available as an additional-cost option.			
	5. NEW PVC OR TPO ROOF SYSTEM - Install a mechanically attached PVC or TPO single-ply membrane over the prepared substrate. Heat-weld seams and complete installation according to			

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	<p>manufacturer requirements for wind uplift, barrel-roof movement, watertight performance, and warranty eligibility.</p> <p>6. FLASHINGS, PENETRATIONS & EDGE DETAILS - Provide new membrane flashings at penetrations, curbs, vents, walls, parapets, and perimeter transitions. Install termination bars, sealants, metal edge details, and other manufacturer-approved components as required.</p> <p>UPGRADED DETAIL OPTIONS:</p> <ul style="list-style-type: none"> • Parapets over 2': Extend membrane vertically and terminate with termination bar. • Parapets under 2': Fully envelope parapet with adhered membrane extending over the exterior fascia with integrated metal edge. • Front Parapet: Install T-bar termination and membrane enclosure while maintaining existing Christmas-light installation. • Rear Edge: Install new integrated metal drip edge with approved fastening and cover tape. Included in base scope. <p>7. DRAINAGE & TRANSITIONS - Evaluate drainage and transition areas, reinforce membrane at high-wear locations, and provide proper tie-ins to maintain positive water flow. Major slope corrections or tapered insulation are excluded unless specifically added.</p> <p>8. FINAL INSPECTION & WARRANTY - Coordinate manufacturer inspection, complete required punch-list items, register the selected 15- or 20-year warranty, and provide final closeout and warranty documentation.</p> <p>= BASE PROJECT PRICE = \$54,980</p> <p>+ INCLUDES: Labor, materials, insurance, equipment, haul-away, and standard manufacturer warranty.</p> <p>- EXCLUDES: Permit fees, material sales tax, lift rental, and unforeseen conditions.</p> <p>*** INCLUDED WARRANTY: 15-Year Manufacturer Written Labor & Material Warranty.</p> <p>= ADDITIONAL SELECTED OPTIONS = \$28,995</p> <p>1. Poly-Iso Insulation Upgrade – Used Material: \$18,000</p> <p>2. Upgraded Parapet / Edge Details: \$7,500</p> <p>3. 20-Year Warranty Upgrade: \$3,495</p> <p>*** GRANT PROJECT BREAKDOWN ***</p> <p>- LABOR & BURDEN= \$30,310</p> <p>- MATERIALS = \$36,870</p> <p>- OVERHEAD & PROFIT = \$16,795</p>			
				Subtotal: 83,975.00

Ways to pay

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

BANK

TOTAL DUE

\$83,975.00

THANK YOU.

View and pay

PLEASE NOTICE the Option to Pay via FREE BANK ACH Transfer!

**CITY HALL**

400 Ella Street | Beatrice, NE 68310

Phone: 402.228.5200 Fax:
402.228.2312

**ENGINEERING & COMMUNITY
DEVELOPMENT**

205 North 4th Street | Beatrice, NE
68310

Phone: 402.228.5250 Fax:
402.228.5252

March 17, 2026

To: Hydo Properties, LLC

Re: Inspection of 303 Court Street – Downtown Improvement Grant Application

Property Address: 303 Court Street

Owners: Hydo Properties

Occupancy Type.

1 Story: Storage

Deficiencies found:

Roofing membrane is showing signs of deterioration. Separation and cracking of the membrane and materials used to seal the membrane to the building and parapets was observed in several locations around the perimeter of the roof. Wrinkling of the roof membrane was observed on the northeast corner of the roof. Wrinkles in the roofing membrane have been trapping water and not allowing it to drain from the roof.

A piece of the membrane has detached from the adjoining building to the west creating a gap where water can enter the building below. A crack in the wall of the Brewery building was observed in the location of this separated roofing material.

A downspout on the southwest corner of the building is missing. Water drains directly from the gutter to the wall and foundation below without being redirected away from the building.

Code Reference - **2021 IPMC 304.7**

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

Chet McGrury
Community Development Director

RESOLUTION NUMBER ____

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

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

WHEREAS, the Mayor and City Council for the City of Beatrice, Nebraska desire to submit Payment Request #13 to the Nebraska Department of Economic Development for the reimbursement of eligible costs under said grant program.

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

SECTION 1. That the Mayor and City Administrator are authorized and directed to proceed with the formulation of any and all applications, contracts, documents or other memoranda between the City of Beatrice, Nebraska and the Nebraska Department of Economic Development submit Payment Request #13 to the Nebraska Department of Economic Development for the reimbursement of eligible costs under said grant program.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and Director of Information Technologies to execute an Agreement with NinjaOne, LLC, for software licenses for functions related to remote access, mobile/endpoint management, and backup solutions for the City of Beatrice's computer systems.

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

SECTION 1. That the Mayor and Director of Information Technologies are hereby authorized to execute the Agreement with NinjaOne, LLC, for software licenses for functions related to remote access, mobile/endpoint management, and backup solutions for the City of Beatrice's computer systems. 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 5th day of October, 2026.

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor



5201 W. Kennedy Blvd., Suite #800
Tampa, FL 33609
United States

By signing this Order Form, you agree to enter into a subscription for the number of licenses to NinjaOne software set forth below (the "Subscription"), subject to the following terms and conditions:

Company Name:	City of Beatrice, Nebraska	Billing Email:	
Licensee Email:	mmccconnell@beatrice.ne.gov	Billing Address:	400 Ella Street Beatrice, Nebraska 68310
Payment Terms:	Due on receipt		
Bill Date:	1st of the month	Expiration Date:	October 30, 2026
Bill Currency:	USD	PO #:	
Initial Term:	36 months	VAT # (EU only):	

Offer 1

Item Name	Screenshare	Payment Frequency	Initial Term	Quantity	Unit Price	Annual Amount
NinjaOne Advanced Pro for Public Sector	Ninja Remote	Annual	36 months	200	\$2.25	\$5,400.00
NinjaOne MDM Advanced Pro for Public Sector		Annual	36 months	25	\$4.00	\$1,200.00
Unified Backup Standard for Public Sector		Annual	36 months	50	\$7.49	\$4,494.00
NinjaOne Server Backup for Public Sector		Annual	36 months	40	\$20.00	\$9,600.00
NinjaOne Cloud Storage (1TB) for Public Sector		Annual	36 months	15	\$20.00	\$3,600.00
Total Annual Amount						\$24,294.00



5201 W. Kennedy Blvd., Suite #800
Tampa, FL 33609
United States

Special Terms: Months 1-12: 100% off

The following special terms apply to this Order Form and modify the Terms & Conditions below. If there is any conflict between these special terms and the Terms & Conditions below, these special terms shall govern and control the rights and obligations of the parties to the extent of any such conflict.

Following the execution of this Order Form, you may terminate the Subscription by providing written notice to Ninja by emailing brandon.stiers@ninjaone.com and legal@ninjaone.com by October 12, 2026.

Upon Ninja's receipt of such notice, all past and current fees (if any) shall immediately become due and payable, you shall have no further obligation to pay any future fees, and Ninja shall have no further obligation to license any software to you.



5201 W. Kennedy Blvd., Suite #800
Tampa, FL 33609
United States

Licensing a bundle has entitled you to receive a special discount based on the number of Ninja solutions (RMM, security, data protection, etc.) and/or the number of devices in your bundle. If your usage exceeds the number of devices licensed, you will be contacted by your account manager, and the Subscription will be upgraded to include the excess usage at the unit price set forth above. Any request to downgrade the Subscription must be made in writing to success@ninjaone.com at least 5 business days before the expiration of the Initial Term or any renewal term, as applicable, and the downgrade will take effect upon the next renewal term.

Unless either party provides 60 days' prior written notice of its intent to terminate the Subscription to the other party, upon expiration of the Initial Term and any renewal term, the Subscription will renew for an additional annual term at the then-current price you are paying, plus 2.75%. You must send any such notice to success@ninjaone.com. Any initial ramp or discount given will not be renewed.

NinjaOne accepts the payment methods described [here](#). The payment method selected upon entry into the Subscription will be used for all subsequent payments thereunder, unless you request to change it by email to billing@ninjaone.com. If your request is received at least 3 business days before the next billing cycle begins, the change will take effect upon the next billing cycle; otherwise, the change will take effect upon the following billing cycle. Please note that it is your responsibility to ensure that a successful payment is made by each due date, and you will be responsible for any charges or fees resulting from any payment default.

By signing this Order Form, you agree to all of the terms and conditions contained herein, as well as the terms and conditions of the NinjaOne End User License Agreement and any other ancillary agreement(s) between the parties in relation to the licensing of the NinjaOne software.



5201 W. Kennedy Blvd., Suite #800
Tampa, FL 33609
United States

Name	
Title	
Signature	
Date	



5201 W. Kennedy Blvd., Suite #800
Tampa, FL 33609
United States

The following link is to be used if your payment information was not entered immediately upon signature. Please do not share this link with anyone outside of your organization.

https://scn.ninjaone.com/invoice-payment/customer-portal?subsidiary=1&customerStripId=cus_Rh59JqaN8da9pp

NINJAONE END USER LICENSE AGREEMENT

THIS NINJAONE END USER LICENSE AGREEMENT (THIS “**AGREEMENT**”) IS A LEGAL AND BINDING CONTRACT BETWEEN NINJAONE, LLC (“**NINJAONE**”), ON THE ONE HAND, AND THE LEGAL ENTITY THAT ACCEPTS THIS AGREEMENT (“**YOU**” OR “**YOUR**”), ON THE OTHER HAND. YOU INDICATE YOUR ACCEPTANCE AND UNDERSTANDING OF THIS AGREEMENT THROUGH YOUR EXECUTION OF AN ORDER FORM, OR YOUR ACCESS TO OR USE OF THE SOFTWARE, AND THIS AGREEMENT BECOMES EFFECTIVE UPON THE EARLIER OF THE DATE OF YOUR FIRST EXECUTION OF AN ORDER FORM, OR THE DATE OF YOUR FIRST ACCESS TO OR USE OF THE SOFTWARE (THE “**EFFECTIVE DATE**”).

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR USE THE SOFTWARE, AND, TO THE EXTENT APPLICABLE, YOU MUST IMMEDIATELY UNINSTALL THE SOFTWARE FROM ALL OF YOUR DEVICES, CEASE ALL USE OF THE SOFTWARE, AND DESTROY ALL COPIES OF THE SOFTWARE AND DOCUMENTATION IN YOUR POSSESSION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS HEREOF, NO LICENSE IS GRANTED WITH RESPECT TO ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF THE NINJAONE SOFTWARE.

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms have the meanings provided below wherever used in this Agreement:

- 1.1. “**Affiliate**” means an entity controlled by, under common control with, or controlling such entity, where control is denoted by having 50% or more of the voting power (or equivalent) of the applicable entity.
- 1.2. “**Aggregate Data**” means data that has been anonymized, de-identified, and/or aggregated such that it cannot reasonably identify You, any of the Users or Clients, nor any other individual.
- 1.3. “**Client**” means, if You are an MSP, Your customer (which may not be an MSP) to whom You provide Managed Services that utilize the Software. If You are not an MSP, the term Client does not apply to You or Your use of the Software.
- 1.4. “**Documentation**” means the then-current official user documentation prepared and provided by NinjaOne to You regarding the use of the Software, as updated from time to time.
- 1.5. “**Force Majeure Event**” means an act, event, or circumstance beyond the control of the noncompliant party, including acts of God; systematic electrical, telecommunications, or other utility failures; third-party internet or data storage failures; technological attacks; fires, floods, storms, or other natural disasters; epidemics or pandemics; labor disputes; industrial disturbances; riots; acts or orders of government; and acts of terrorism or war.
- 1.6. “**Fees**” means the subscription and other fees set forth in any Order Form, as well as any interest and Taxes

applicable to such fees pursuant to Section 7.

- 1.7. **“Managed Services”** means the remote management of the information technology infrastructure and end-user systems of another party.
- 1.8. **“Managed Services Provider”** or **“MSP”** means an individual or legal entity that provides Managed Services.
- 1.9. **“NinjaOne Marks”** means the trademarks and service marks belonging to NinjaOne, including its registered and common law design marks, word marks, and combinations thereof, that NinjaOne approves for use by You.
- 1.10. **“Object Code”** means computer programming code in the form not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.
- 1.11. **“Order Form”** means the applicable document or other method by which You procure Software licenses from NinjaOne (including any applicable changes made through a change order or other updates).
- 1.12. **“Personal Data”** means data that is defined as “personal information” or “personal data” under applicable law.
- 1.13. **“SaaS Service”** means the NinjaOne platform service that utilizes the Software.
- 1.14. **“Scripts”** means the scripts, processes, and/or procedures which are created (or made available) by NinjaOne and made available to You through the SaaS Service or Documentation (including the supporting code and associated recommendations).
- 1.15. **“Software”** means the Object Code versions of all the software provided by NinjaOne under this Agreement, including software that You may need to download and install in order to utilize the SaaS Service, as well as each individual component thereof (which may include or consist of the NinjaOne application programming interfaces (APIs), model context protocols (MCPs), AI Features, Open-Source Components (defined below), and/or Scripts); and any updates, upgrades, or enhancements thereto provided to You by NinjaOne. For avoidance of doubt, all references in this Agreement to Software include the SaaS Service.
- 1.16. **“Term”** means the period of time beginning on the Effective Date and ending on the expiration or termination of the subscription set forth in the Order Form (as renewed in accordance with the terms of the Order Form or otherwise by written agreement of the parties).
- 1.17. **“Third-Party Products”** means the open source or third-party software licensed by NinjaOne and incorporated into and/or resold or distributed with the Software.
- 1.18. **“Usage Data”** means data and information collected, generated, or derived by or on behalf of NinjaOne as a result of Your or Your Users’ use of the Software (e.g., metadata, performance data, event data, configuration data, and other technical or analytical information relating to the use, operation, or support of the Software). Usage Data

includes Aggregate Data but does not include Your Data.

1.19. **“User”** means an individual authorized by You or Your Affiliates to use the Software and Documentation or for whom You have procured a license. If You are a legal entity, Users may only include Your employees and contractors.

1.20. **“Your Data”** means data, files, or information (which may include Personal Data) submitted by You or Your Users through Your or Your Users’ use of the Software.

2. License Grants.

2.1. **Subscription License.** If the Software is provided to You on a subscription basis, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Order Form and the timely payment of Fees), NinjaOne grants to You, during the Term, a limited, non-exclusive, revocable, non-transferable right and license to: (i) access and use the Software through the SaaS Service; and (ii) to the extent applicable, install and use certain Software specifically provided by NinjaOne for such use. If You are an MSP, You agree that the Software will be used solely in furtherance of Your provision of Managed Services to Clients and not for any other purpose or by any unauthorized third party. If You provide Your Client(s) with direct access to the SaaS Service, NinjaOne may require such Client(s) to accept the terms of an end user license agreement for the Software. Subject to the terms and conditions of this Agreement, Your Affiliates may use the license granted hereunder on the condition that You are responsible for Your Affiliates’ and Your Affiliates’ Users’ compliance with this Agreement and their actions and/or omissions.

2.2. **Proprietary Rights.** The Software is licensed to You, not sold. All worldwide ownership of, and all rights, title, and interest in and to the Software, and all copies and portions thereof, including all copyrights, patent rights, trademark rights, trade secret rights, inventions, and other proprietary rights therein and thereto, are and shall remain exclusively in NinjaOne or its licensors. The only rights You acquire under this Agreement are those which are expressly stated in this Agreement.

2.3. **NinjaOne Marks.** If You are an MSP, then, subject to the terms and conditions of this Agreement (including any restrictions set forth in the Order Form and the timely payment of Fees), NinjaOne grants You, during the Term, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use the NinjaOne Marks solely to market and advertise to current or prospective Clients that You utilize the Software in the Managed Services. Your use of the NinjaOne Marks is subject to NinjaOne’s prior and continued approval. NinjaOne is the sole and exclusive owner of the NinjaOne Marks, and Your use thereof shall inure to the benefit of NinjaOne and shall not create any right, title, or interest in the NinjaOne Marks for Your benefit. You agree that You will not challenge the validity of or NinjaOne’s ownership in the NinjaOne Marks, and that You will not adopt or attempt to register any trademark that is confusingly similar to any of the NinjaOne Marks.

2.4. **NinjaOne API.** Your use of the NinjaOne API is subject to the terms and restrictions of this Agreement. NinjaOne may set and enforce limits on API usage and may monitor Your API use to ensure Your compliance

herewith and for quality assurance purposes. NinjaOne may update or modify the API from time to time, which may require You to update Your systems or integrations at Your expense. You acknowledge and agree that NinjaOne is not responsible for, and disclaims any and all liability in connection with, any applications or integrations You develop using the NinjaOne API.

2.5. **Scripts Disclaimer.** Notwithstanding anything to the contrary in this Agreement, to the extent that You use any Scripts, You acknowledge and agree as follows: (i) the Scripts are provided “as is” and “as available,” and NinjaOne disclaims any and all warranties of any kind, express or implied, relating thereto; (ii) it is Your responsibility to verify and test the Scripts under appropriate conditions prior to employing them in Your production environment; and (iii) there are certain risks associated with employing the Scripts, and You hereby assume such risks, which include, but are not limited to, failure of the Scripts to perform as intended or expected, without adverse consequences, and/or at all.

3. **License Restrictions.**

3.1 **Restrictions.** Except as expressly permitted in Section 2, You and the Users or Clients shall not: (i) modify, translate, reverse engineer, decompile, disassemble, make derivative works of, or otherwise derive source code from the Software or Documentation, in whole or in part (or, in any instance where applicable law permits such action, You agree to provide NinjaOne at least 90 days’ advance written notice of Your belief that such action is permitted and warranted and to provide NinjaOne with a reasonable opportunity to evaluate whether applicable law requires such action); (ii) create, develop, license, install, use, or deploy any software or services to circumvent, enable, modify, or provide access, permissions, or rights which violate the technical restrictions of the Software; (iii) use the Software for malicious, harmful, fraudulent, or any other non-intended purpose; (iv) sell, resell, rent, lease, or otherwise distribute the Software or Documentation, in whole or in part; (v) assign, sublicense, rent, or otherwise transfer Your access and use rights to the Software under this Agreement without the prior written approval of NinjaOne; (vi) copy, reproduce, republish, upload, post, or transmit the Software or Documentation; (vii) use the Software on any endpoint or device (a) that is responsible for human safety and/or (b) whose failure or malfunction could result in personal injury or death; (viii) use the Software in a manner that results in excessive use, bandwidth, or storage and continue such usage after Your receipt of a written warning from NinjaOne; (ix) use the Software if You are a competitor of NinjaOne (or an employee, agent, or Affiliate thereof); (x) access, use, or monitor the Software, Documentation, APIs, or any information, data, results, or output obtained from or derived through Your use of the Software (collectively, “**Platform Materials**”) to create, develop, train, improve, operate, market, or support any product or service that is competitive with or functionally similar to the Software (“**Competitive Product**”), including for benchmarking, development, or other competitive purposes (“**Competitive Purpose**”); (xi) use any Platform Materials to train, fine-tune, validate, test, augment, or otherwise develop any artificial intelligence, machine learning, large language model, agentic, or similar automated system that has a Competitive Purpose or that is capable of operating as a Competitive Product; or (xii) access, collect, scrape, extract, export, or otherwise retrieve any Platform Materials in a systematic, automated, or programmatic manner, including through APIs, model context protocol integrations, agents, bots, scripts, or similar mechanisms, for a Competitive Purpose or Competitive Product; provided, however, that the foregoing shall not prohibit You from exporting or transferring Your Data on a reasonable and non-recurring basis for backup, compliance, business continuity, or migration

purposes.

In addition, You and the Users or Clients shall not use (nor attempt to use) the Software to: (xiii) defame, abuse, harass, threaten, harm, or otherwise violate the legal rights of others (such as rights of privacy and publicity); (xiv) publish, post, distribute, disseminate, or link to any: (a) defamatory, infringing, or unlawful topic, name, material, or information; or (b) software or other material protected by intellectual property laws, copyright licenses, rights of privacy or publicity, or other proprietary rights, unless You own or control such rights or You have received all necessary consents for Your use of such software and other materials; (xv) interfere with or disrupt the Software, services, website, or networks; or (xvi) violate any applicable laws or regulations.

3.2 Usage Limits. The Software shall not be installed or used on a number of devices greater than that specified in the Order Form. You may not subscribe to, or downgrade to, a device quantity of less than 50. NinjaOne may monitor Your usage of the Software (including that of the Users or Clients) to ensure that it complies with such usage limits. If the usage limits are exceeded, You shall pay additional fees for the excess usage at the rate(s) set forth, or as otherwise described, in the Order Form. This remains true even if the excess usage results from unauthorized use of the Software.

4. Your Obligations. You acknowledge, agree, and warrant that:

4.1. Authority. You have the full power and authority to enter into this Agreement and carry out the obligations hereunder. The person accepting this Agreement on Your behalf represents and warrants that such person has the authority to bind You to the terms and conditions herein.

4.2. Compliance. You are solely responsible for Your and the Users' or Clients' compliance with this Agreement and all laws and regulations applicable to the use of the Software. If You become aware of any noncompliance with the foregoing by Yourself, any Users or Clients, You shall immediately notify NinjaOne of the noncompliance and cure and remedy the noncompliance to the extent feasible.

4.3. Credentials. You are solely responsible for the safekeeping and confidentiality of Your and the Users' or Clients' usernames and passwords and any API keys. If You become aware of any breach of confidentiality thereof, You shall immediately cure and remedy the breach and notify NinjaOne of any adverse effects of the breach.

4.4. Activities. You are solely responsible for Your and the Users' or Clients' activities in or as a result of using the Software, including: (i) any misuse of the Software; (ii) the information, data, and content accessed through the Software, its effects, any actions taken in response thereto, and any interpretations thereof; and (iii) the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of Your Data. You shall provide any notices and obtain any consents or authorizations that may be legally required for You or NinjaOne to engage in the activities contemplated by this Agreement, including Your installation and/or operation of any third-party software or applications on devices belonging to the Users or Clients (or any other person or entity) that You facilitate or execute through the Software.

4.5. Equipment and Ancillary Services. You are solely responsible for acquiring and maintaining any equipment

or ancillary services needed to connect to, access, or otherwise use the Software, including modems, hardware, software, and internet service, and for ensuring that such equipment and ancillary services are compatible with the Software.

4.6. **Export Control Laws.** The Software, Documentation, and any related technical data, and products utilizing the Software, Documentation, or such technical data (collectively, "**Controlled Technology**") are subject to U.S. export control laws, including the U.S. Export Administration Act ("**EAR**"). You shall not, and shall not permit any third parties to, export, re-export, transfer, or release, directly or indirectly, any Controlled Technology to a jurisdiction, country, entity, or individual to which the export, re-export, transfer, or release of any Controlled Technology is prohibited by the EAR or any other applicable federal law, regulation, order, or rule. You shall comply with the EAR and all other applicable federal laws, regulations, orders, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, transferring, or releasing any Controlled Technology. You shall provide prior written notice of the need to comply with such laws and regulations to any person, firm, or entity which You have reason to believe is obtaining any such Controlled Technology from You with the intent to export, re-export, transfer, or release it. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.6 shall be deemed a material, uncurable breach of this Agreement.

4.7. **Anti-Corruption.** You acknowledge and agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of NinjaOne in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne.

4.8. **OFAC.** You represent and warrant to NinjaOne that none of (a) You, (b) each person or entity owning an interest in You (as applicable), or (c) the Users or Clients are (x) currently identified on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**"), or on any other similar list maintained by OFAC pursuant to any authorizing statute, executive order or regulation, or (y) a person or entity with whom a citizen of the U.S. is prohibited to engage in transactions by any trade embargo, economic sanction, or other prohibition of U.S. law, regulation, or Executive Order of the President of the United States. You also represent and warrant to NinjaOne that neither You nor any User or Client will (d) use any NinjaOne Controlled Technology, Software, or any other NinjaOne product or service in violation of any U.S. or other applicable economic sanctions, or (e) cause NinjaOne to violate U.S. or applicable economic sanctions. If You learn of any violation of the above restriction, You shall use reasonable efforts to promptly notify NinjaOne thereof and to cooperate with any review conducted by NinjaOne. Any breach by You of this Subsection 4.8 shall be deemed a material, uncurable breach of this Agreement and grounds for termination of the Agreement by NinjaOne.

5. **Data Use and Protection.**

5.1 **Your Data.** The parties acknowledge and agree that, as between NinjaOne and You, You own all right, title, and interest in and to Your Data. You grant to NinjaOne a non-exclusive, royalty-free license to (i) use, reproduce, store, process, and display Your Data and perform all acts with respect to Your Data, but only to the extent necessary for NinjaOne to (a) develop, improve, support, and provide the Software to You, (b) confirm Your compliance with the usage limits, license restrictions, and other terms and conditions herein, (c) create Aggregate Data for NinjaOne's legitimate internal business purposes, and (d) comply with its obligations under this Agreement or applicable law, including GDPR and HIPAA.

5.2 **Usage Data.** The parties acknowledge and agree that, as between NinjaOne and You, NinjaOne owns all right, title, and interest in and to Usage Data and all derivatives thereof, and that NinjaOne may use such Usage Data only in anonymized and/or aggregated form to track general industry trends; develop and publish white papers, reports, and summaries; improve and personalize the Software; and for any other lawful purpose related to NinjaOne's legitimate business interests.

5.3 **Protection of Your Data.** NinjaOne shall comply with its obligations under applicable data protection laws and shall maintain appropriate administrative, physical, technical, and organizational measures designed to protect Your Data against accidental or unlawful destruction, loss, or alteration, and against unauthorized disclosure or access. NinjaOne is ISO 27001 and SOC2 Type 2 certified and will maintain such certifications and assessments, or industry-recognized equivalent standards, during the Term. You acknowledge and agree that any Personal Data contained in Your Data is voluntarily provided by You solely based on how You choose to use the Software and/or manage devices on which the Software is deployed. To the extent that Your Data contains Personal Data, and You have executed the Data Processing Agreement ("**DPA**") as instructed here, NinjaOne will process such Personal Data in accordance with the DPA. Upon execution by both parties and NinjaOne's receipt of the executed DPA, the DPA shall be incorporated by reference into this Agreement.

5.4 **Use Restrictions for Classified and Export-Controlled Information.** You acknowledge and agree that You will not input, store, transmit, or upload into the SaaS Service environment any classified information, defense articles, technical data, or other materials controlled under the International Traffic in Arms Regulations (ITAR) or any similar national security or export control laws or regulations requiring heightened protection or government authorization for access, handling, or transfer.

6. **Third-Party Products.** The Software may incorporate, be distributed with, or depend upon certain software or other intellectual property that may be considered "open source" or "public use" or is otherwise subject to an open-source license ("**Open-Source Components**"). Any use of the Open-Source Components by You shall be governed by and subject to the terms and conditions applicable to the Open-Source Components. In addition, the Software may incorporate, be distributed with, or depend upon certain software or other intellectual property that is commercially licensed ("**Third-Party Software**"). Third-Party Software is licensed for use solely with the Software and may not be used on a stand-alone basis or with any other third-party products. If Third-Party Software is identified as a line-item in the Order Form, use of that Third-Party Software is governed by a separate third-party license agreement ("**Third-Party License**"), and nothing in this Agreement limits or expands Your rights under such Third-Party License vis-a-vis the provider thereof. If You do not agree to the Third-Party License, then You shall not

use the associated Third-Party Software.

7. Fees and Payment. Fees shall be due and payable as set forth on the Order Form and as otherwise required under this Agreement. All Fees shall be paid without setoff, counterclaim, deduction, or withholding, including for any bank fees, wire transfer charges, intermediary bank fees, or other charges imposed by Your financial institution or payment provider, and NinjaOne shall receive the full amount invoiced. Failure to pay Fees on time may result in the termination of this Agreement and/or the suspension of Your and the Users' or Clients' access to and use of the Software as described in Subsection 8.2. In addition, for any past due amount, NinjaOne may charge interest at 1.0% per month or the maximum rate allowed by applicable law, whichever is lower. Except as expressly set forth herein or in the Order Form, all Fees paid or payable are non-cancellable and non-refundable to the maximum extent permitted by applicable law.

7.1 Disputed Fees. If You believe that any invoice for Fees is in error, You must notify NinjaOne in writing of such error within 60 days of Your receipt of such invoice. Failure to provide such notice shall constitute Your waiver of Your right to dispute the invoice, unless the error would not have been discoverable upon reasonable inspection. If appropriate, NinjaOne shall rectify the error by reducing the amount of the next invoice following the parties' resolution of such error, or by any other means agreed between the parties.

7.2 Taxes. Prices are exclusive of any and all taxes and withholding requirements, including sales and use taxes, value-added taxes, export and import fees, customs, duties, tariffs, and similar charges arising out of this Agreement or applicable to the transactions contemplated by this Agreement that are imposed by any government or other authority, other than taxes based on NinjaOne's net income ("**Taxes**"). You shall pay or reimburse NinjaOne for all Taxes, if and as applicable. If You are required to pay or withhold any Taxes in respect of any payments due to NinjaOne hereunder, You shall gross up payments actually made to NinjaOne such that NinjaOne shall receive the sums due hereunder in full and free of any deduction for any such Taxes or withholdings.

7.3 Fee Changes. NinjaOne may change Fees for the Software from time to time, in its sole discretion. Any Fee changes will be effective upon the commencement of Your next renewal term, provided that NinjaOne shall inform You of any such Fee change at least 90 days prior to the expiration of the then-current term. This notice requirement does not apply to any Fee changes expressly permitted under an applicable Order Form.

7.4 Your Purchase Order. If You issue a purchase order (or other ordering document) to NinjaOne, or any vendor form, questionnaire, and/or code of conduct which requires NinjaOne's acknowledgment or agreement, each in relation to Your licensing of the Software (any of the foregoing, a "**Purchase Order**"), such Purchase Order shall be deemed to incorporate the terms and conditions of this Agreement by reference whether or not containing an express reference hereto; provided, however, that any terms and conditions contained in and/or associated with Your Purchase Order that are in addition to or different than the terms and conditions in this Agreement shall be null and void.

8. Term and Termination.

8.1 **Term.** This Agreement, including the access and licenses granted herein, shall remain in effect for the duration of the Term. For avoidance of doubt, except as set forth in Subsection 8.2, You may not terminate this Agreement or the subscription set forth in the Order Form prior to the expiration of the then-current Term. This Agreement may be terminated prior to the expiration or termination of the subscription only in accordance with the remainder of this Section 8. The termination of this Agreement shall operate to immediately terminate the subscription set forth in the Order Form (if not already expired).

8.2 **Termination or Suspension for Cause.** NinjaOne may suspend Your access to the SaaS Service and/or terminate this Agreement for the following causes:

8.2.1 You breach this Agreement and (i) where such breach is curable, You fail to cure such breach within 30 days of Your receipt of written notice thereof from NinjaOne, or (ii) such breach is egregious and/or incurable.

8.2.2 You fail to pay any amount due under this Agreement on the due date and remain in default for more than 10 business days after Your receipt of a written request from NinjaOne to make payment.

8.2.3 Following a reasonable investigation, NinjaOne determines that malicious and/or illegal activity is occurring within Your NinjaOne tenant and/or that suspension and/or termination is necessary for legitimate security purposes.

8.2.4 You become insolvent or bankruptcy or receivership proceedings are initiated by or against You.

NinjaOne's rights under this Subsection 8.2 are cumulative, and NinjaOne's suspension of Your access to the SaaS Service is without prejudice to its right to terminate this Agreement for the same cause(s) underlying the suspension.

You may terminate this Agreement for the following causes:

8.2.5 NinjaOne breaches this Agreement and fails to cure such breach within 30 days of its receipt of written notice thereof from You.

8.2.6 NinjaOne becomes insolvent or bankruptcy or receivership proceedings are initiated by or against NinjaOne.

8.3 **Effects of Termination.**

8.3.1 **License and Access Ends.** Upon the expiration of the Term or termination of this Agreement for any reason, all rights granted to You under this Agreement shall cease and You and the Users or Clients shall immediately (i) cease using the Software (if not already done); and (ii) destroy all copies of the Software and Documentation in Your and their possession; or (iii) if instructed by NinjaOne, return all copies of the Software and Documentation in Your and their possession to NinjaOne. If You and the Users or Clients do not immediately cease using the Software in accordance with this Subsection 8.3, NinjaOne may immediately terminate Your and the Users' or Clients' access to and use of the Software without notice.

8.3.2 Payments. Upon the expiration of the Term or termination of this Agreement, all amounts owing by You to NinjaOne shall become immediately due and payable, and You shall immediately pay all such amounts to NinjaOne. If this Agreement is terminated via NinjaOne's right to terminate under Subsection 8.2, NinjaOne shall, in addition to any other rights under this Agreement or otherwise, be entitled to collect from You all of the Fees that remain payable under this Agreement for the entire Term. If this Agreement is terminated via Your right to terminate under Subsection 8.2, You shall be entitled to a pro-rata refund of any pre-paid Fees for the unused portion of the subscription set forth in the Order Form at the time of such termination.

8.3.3 Your Data.

8.3.3.1 Upon expiration or termination of this Agreement or the applicable Order Form, You may, for a period of 45 days thereafter, access and retrieve Your Data to the extent it is made available by NinjaOne through the then-current standard functionality of the Software or NinjaOne's public API. NinjaOne shall have no obligation to provide Your Data in any other format or to provide any custom export, conversion, migration, professional services, or other retrieval assistance, except as otherwise expressly agreed by NinjaOne in writing.

8.3.3.2 Solely with respect to Your Data stored through the NinjaOne SaaS backup or device backup product, upon expiration or termination of this Agreement or the applicable Order Form, You may, for a period of 45 days thereafter, use the then-current standard functionality of the applicable backup product to access and export such data. If You require any transition assistance, bulk extraction, custom export, migration, or other non-standard retrieval services, You must request such services in writing before expiration or termination of this Agreement. NinjaOne shall determine in its sole discretion whether to provide such services, and such services (if provided) may be subject to additional Fees, including applicable storage, transfer, bandwidth, egress, restoration, and third-party cloud charges.

Following the 45-day period referenced in each subsection above, NinjaOne may delete or render inaccessible Your Data from its active systems, unless applicable law requires longer retention. Any of Your Data retained by NinjaOne pursuant to applicable law will remain subject to the confidentiality and security protections of this Agreement. You acknowledge and agree that, once deleted in accordance with this Subsection 8.3.3, Your Data cannot be recovered.

8.4 Survival. Any provision of this Agreement that by its nature is intended to survive the expiration or termination of this Agreement shall so survive. These include, but are not limited to, the provisions of Section 6 (Third-Party Products), Section 7 (Fees and Payment), Section 10 (Limitation of Liability), Section 11 (Indemnification), and Section 13 (General).

9. Warranties.

9.1 Limited Warranty. NinjaOne warrants that it can enter into this Agreement and that it has the right to grant the Software licenses as set forth herein. NinjaOne also warrants that the Software will operate substantially in accordance with the specifications set forth in the Documentation, under ordinary operating circumstances, for the

duration of the Term. If You notify NinjaOne in writing of a breach of this warranty within 30 days of Your discovery thereof, then (i) NinjaOne will correct, repair, or replace the Software within a reasonable time; or (ii) if NinjaOne determines that such correction, repair, or replacement is not feasible, You may terminate this Agreement on written notice to NinjaOne, and You will be entitled to a pro-rata refund of any pre-paid Fees for the unused portion of the subscription set forth in the Order Form at the time of such termination. The foregoing options constitute NinjaOne's entire liability and Your sole remedy in the event of a breach of the foregoing warranties. The foregoing warranties do not apply to beta or early access products, Third-Party Products, or Scripts. Further, the warranties set forth in this Subsection 9.1 do not apply if (i) the Software has not been used in accordance with the terms and conditions of this Agreement, the Documentation, or applicable laws; (ii) the Software has been used for a purpose or application for which it was not intended; (iii) the breach is a result of any act or omission by You or any third party (including alteration, abuse, or damage) or by the use of any materials supplied by You or any third party; (iv) the breach has been caused by Your failure to apply updates or upgrades, or to comply with any recommendation or instruction of NinjaOne; or (v) the breach results from any cause outside of NinjaOne's reasonable control.

9.2 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, AND NINJAONE MARKS ARE PROVIDED AND LICENSED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND NINJAONE HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. YOU EXPRESSLY ACKNOWLEDGE THAT THE SOFTWARE, DOCUMENTATION, AND SAAS SERVICE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. NO EMPLOYEE, CONTRACTOR, AGENT, AFFILIATE, REPRESENTATIVE, RESELLER, DEALER, OR DISTRIBUTOR OF NINJAONE IS AUTHORIZED TO MODIFY THESE WARRANTY TERMS OR TO MAKE ANY ADDITIONAL WARRANTIES. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

10. Limitation of Liability.

10.1 No Special Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER SECTIONS OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU, THE USERS OR CLIENTS FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, STATUTORY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING THOSE RELATED TO LOSS OR PRIVACY OF DATA OR PROGRAMS, BUSINESS INTERRUPTIONS, OR LOST PROFITS OR REVENUE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, STATUTE, OR OTHERWISE, EVEN IF NINJAONE IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OF THE FOREGOING DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2 Damages Cap. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE OTHER SECTIONS OF THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NINJAONE (INCLUDING ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUCCESSORS) BE LIABLE TO YOU, THE USERS OR CLIENTS IN RELATION TO THE SOFTWARE, DOCUMENTATION, SAAS SERVICE, OR THIS

AGREEMENT IN AN AGGREGATE AMOUNT GREATER THAN (i) THE AMOUNT OF FEES PAID OR PAYABLE BY YOU UNDER THE ORDER FORM DURING THE 12 MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO ANY SUCH LIABILITY, OR (ii) \$10,000, WHICHEVER IS GREATER (THE "**DAMAGES CAP**"). THE PARTIES ACKNOWLEDGE AND AGREE THAT THEY HAVE FULLY CONSIDERED THE FOREGOING ALLOCATION OF RISK AND FIND IT REASONABLE, AND THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

For clarity, the Damages Cap establishes a single aggregate maximum liability that applies to all claims, and it shall not apply on a per-event, per-claim, or per-year basis, or be increased, reset, or recalculated based on multiple events, claims, or causes of action. In addition, the Damages Cap applies to all liabilities and obligations to pay monetary amounts under this Agreement, including any indemnification obligations, defense costs, settlements, or judgments, regardless of the legal or equitable theory on which such liability or obligation is based.

11. Indemnification.

11.1 Indemnification by You. You shall indemnify, defend, and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including reasonable attorney's fees and costs) (collectively, "**Claims**") arising from Your or the Users' or Clients' (i) breach of this Agreement or violation of applicable law; (ii) misuse of the Software or the data stored therein, or use of the Scripts; and (iii) gross negligence, willful misconduct, or fraud.

11.2 Indemnification by NinjaOne. NinjaOne shall indemnify, defend, and hold You harmless from and against any and all third-party Claims to the extent that they are directly caused by NinjaOne's actual or alleged infringement of third-party intellectual property rights directly resulting from the use of the Software by You, the Users or Clients. This Subsection 11.2 states NinjaOne's entire liability (and shall be Your sole and exclusive remedy) with respect to infringement Claims.

The foregoing obligations do not apply to the extent that (i) the Claim is based on Software or components thereof which have been (a) supplied other than by NinjaOne (including Third-Party Products), (b) modified by You, the Users or Clients, or (c) combined with other products, processes, or materials; (ii) the Claim is based on Your use of any Script(s); (iii) You continue the allegedly infringing activity after being informed thereof; or (iv) You and/or the Users or Clients are not using the Software strictly in accordance with this Agreement, the Documentation, or applicable law.

11.3 Indemnification Procedure. The obligations in Subsections 11.1 and 11.2 are subject to the following procedures: (i) the indemnified party shall promptly provide written notice of any Claim to the other party, provided that failure to do so shall not relieve the indemnifying party of its indemnification obligations hereunder except to the extent that it is materially prejudiced thereby; (ii) upon receipt of such notice, the indemnifying party shall have the right, at its sole expense, to assume and control the defense and settlement of the Claim through counsel reasonably acceptable to the indemnified party, provided that the indemnified party may participate in such defense at its own expense with counsel of its choosing; (iii) the indemnified party shall reasonably cooperate in the defense and provide such documents, information, and assistance as the indemnifying party may reasonably request, at the

indemnifying party's expense; (iv) the indemnifying party shall not settle or compromise any Claim without the prior written consent of the indemnified party if the settlement (a) admits fault or wrongdoing by the indemnified party, (b) imposes any liability or obligation other than payment of money fully indemnified hereunder, or (c) fails to include a complete and unconditional release of the indemnified party. Each party shall use commercially reasonable efforts to mitigate Claims subject to indemnification under this Section 11.

12. U.S. Government Use. If You are (i) an agency or instrumentality of the United States Federal Government ("USG"), or (ii) a prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the USG and acquiring a license to use the Software on behalf of the USG, then You agree that the Software and Documentation are "commercial items," as defined in the Federal Acquisition Regulation ("FAR") (48 C.F.R.) § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR § 12.212. Consistent with FAR 12.212 and, for Department of Defense acquisitions, the Defense Federal Acquisition Regulation Supplement ("DFARS") §§ 227.7202-1 through 227.7202-4, and notwithstanding any other FAR, DFARS, or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, You will acquire the Software and Documentation with only those rights expressly set forth in this Agreement.

13. General.

13.1 Feedback. Any suggestions, feedback, or proposed modifications to the Software (in any form) provided by You to NinjaOne may be freely used by NinjaOne without limitation, provided that it does not identify You, the Users or Clients, and any modifications to the Software resulting from such suggestions, feedback, or proposed modifications shall be exclusively owned by NinjaOne.

13.2 Set Off. NinjaOne may set off any payment due to You, whether under this Agreement or otherwise, against any claim that NinjaOne has against You, whether under this Agreement or otherwise.

13.3 Agreement Updates. NinjaOne may update this Agreement from time to time. NinjaOne will post the updated version on its website or otherwise provide You notice thereof. If You do not agree to the updated terms, You shall notify NinjaOne in writing within 30 days following the update and Your sole remedy is to discontinue use of the affected Software. Your failure to provide such notice, and/or Your continued use of the Software for more than 30 days following the update, shall constitute Your acceptance of any updated terms. For clarity, updates to this Agreement do not provide You with any right to terminate this Agreement.

13.4 Conflicts. To the extent that any term of this Agreement conflicts with that of an Order Form, the Order Form shall control and govern the rights and obligations of the parties.

13.5 Governing Law; Jurisdiction. This Agreement shall be construed and governed in accordance with the laws of the State of Delaware, without regard to the choice or conflicts of law provisions of any jurisdiction. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments shall not apply to this Agreement. Any dispute, action, claim, or cause of action arising out of or in connection with this Agreement or

the Software shall be subject to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware, and the parties irrevocably submit to the personal jurisdiction of such courts.

13.6 Force Majeure. Other than Your failure to pay Fees as required by this Agreement, the failure of either party to comply with any provision of this Agreement due to a Force Majeure Event shall not be considered a breach of this Agreement.

13.7 Remedies. Each party acknowledges that a breach of this Agreement by the other party (and, where applicable, Users or Clients) may cause irreparable harm to the non-breaching party for which monetary damages are an insufficient remedy, and that the non-breaching party shall have the right to seek and recover equitable relief, including an injunction or decree for specific performance, without the requirement of posting bond or proving damages. The non-breaching party's exercise of this right shall not waive its right to assert any other legal right or obtain any other remedy permitted under this Agreement or by applicable law. Each party's remedies set forth in this Agreement are cumulative and are in addition to, and not in lieu of, all other remedies each party may have at law or in equity, whether under this Agreement or otherwise.

13.8 Attorney's Fees. In the event of litigation between the parties concerning this Agreement or the Software, the prevailing party in the litigation shall be entitled to recover its reasonable attorney's fees and costs from the other party.

13.9 Notice. Except as otherwise provided in this Agreement or the Order Form, any notice required to be given under this Agreement shall be given as follows:

If to You, by email to the "Buyer Email" or "Licensee Email" address listed on the Order Form.

If to NinjaOne, by email to EULA@ninjaone.com.

Any notice given in accordance with this Subsection 13.9 shall be effective as of the first business day after the date on which the notice is sent.

13.10 Severability. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

13.11 Waiver. The delay or failure of either party to exercise any right provided in this Agreement shall not be deemed a waiver of that right. No waiver of any breach of this Agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

13.12 Communications. You acknowledge that any marketing or promotional communications sent to You by NinjaOne are subject to the NinjaOne Privacy Notice, and that NinjaOne may send communications about the Software (e.g., those related to service, support, security, administration, products, and features) to You or the Users. Unless You give written notice of Your revocation of the following permission to NinjaOne, by executing this

Agreement, You give permission for NinjaOne to publish Your name and logo in order to identify You as a NinjaOne customer.

13.13 Entire Agreement. This Agreement, together with the Order Form(s), embraces the full, complete understanding of the parties as to the subject matter hereof. All prior or contemporaneous representations, understandings, and agreements between the parties regarding the subject matter hereof, whether written or oral, expressed or implied, are superseded by this Agreement and shall be of no effect.

13.14 Assignment. Neither party may assign this Agreement, or any rights or obligations hereunder, without the prior written consent of the other party, which shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, either party may assign this Agreement to any successor (whether by merger, purchase, or otherwise) to all or substantially all of the equity, assets, or business of the party, provided that (a) within 30 days of such assignment, the assigning party gives the other party written notice thereof; (b) the assignee expressly agrees to assume the obligations of the assigning party hereunder, and (c) in the case of Your assignment, such assignee is not a competitor of NinjaOne (or an employee, agent, or Affiliate thereof). Any purported assignment or delegation in violation of this Subsection 13.14 shall be null and void.

13.15 No Third-Party Beneficiary. Except as otherwise expressly provided herein, no third party is or shall be a beneficiary of this Agreement, and no third party (including a Client or Affiliate) shall have the right to enforce this Agreement.

13.16 Electronic Transaction; Electronic Communications. The parties agree that this Agreement may be formed, executed, and/or delivered by electronic means, including the use of electronic signatures and/or electronic agents. NinjaOne shall be entitled to communicate with You via email or other electronic communications. You consent to these communications and others regarding the Software, new product releases, upgrades, and other information that NinjaOne believes may be relevant to use of the Software.

13.17 Headings. Section headings in this Agreement are for convenience of reference only and shall not be given any substantive effect in limiting or otherwise construing any provision herein.

14. Special Terms for Certain Products or Services.

14.1 Documentation Data Importation. The following terms apply only to the extent that You import documentation data from a third-party provider to NinjaOne. In order to complete such importation, You must use the CSV form accessible on the NinjaOne platform for such purposes. You are solely responsible for the complete and accurate entry and saving of all documentation data in(to) the CSV form, including any errors or omissions. You represent and warrant as follows: (i) the documentation data is rightfully owned, in whole, by You, and You have unconditional authority to import the documentation data to NinjaOne; and/or the documentation data is rightfully owned, at least in part, by the individuals or entities who (or whose devices) are the subjects of the documentation data, and You have received all necessary consents from such individuals or entities to import the documentation data to NinjaOne; (ii) to the extent that You use a copy-and-paste function to enter the documentation data into the

CSV form, or You enter the documentation data into the CSV form such that the manner in which the documentation data was compiled, organized, or presented by the third-party provider is maintained, You have the right to import the documentation data to NinjaOne in such manner; and (iii) importing the documentation data to NinjaOne will not cause You to be in breach of any contract or other agreement with any third party or of any third party's intellectual property or privacy rights. Notwithstanding anything to the contrary in this Agreement, and without limiting NinjaOne's other rights or Your other obligations under this Agreement, You shall indemnify, defend (through use of counsel acceptable to NinjaOne), and hold harmless NinjaOne (including its directors, officers, employees, contractors, agents, Affiliates, and successors) from and against any and all claims, demands, losses, liabilities, and costs (including reasonable attorney's fees and costs) arising from Your importation of documentation data to NinjaOne.

14.2 AI Features. Certain features within the Software utilize artificial intelligence (AI) and/or machine learning (ML) in order to provide their related services or functions ("**AI Features**"). To the extent that You use any AI Features, You acknowledge and agree as follows:

14.2.1 Outputs. Outputs are generated automatically and may contain inaccuracies, omissions, or other errors. You are solely responsible for reviewing, verifying, and validating all outputs before using them, and NinjaOne shall have no liability for any adverse effects resulting from such use.

14.2.2 Training. Your inputs and interactions provided through the AI Features ("**Inputs**") will be used by NinjaOne to train and improve the AI Features solely in anonymized and aggregated form, such that they cannot reasonably be used to identify You, the Users or Clients, or any individual.

For avoidance of doubt, with respect to its operation of the AI Features (including the underlying model), NinjaOne shall comply with its data protection obligations under Subsection 5.3 as well as all applicable laws and regulations.

14.3 SaaS Backup Fair Use Policy. Your use of the SaaS Backup product is subject to NinjaOne's Fair Use Policy, available here: <https://www.ninjaone.com/saas-backup-fair-use-policy/> (as updated by NinjaOne from time to time). NinjaOne may modify the Fair Use Policy at any time, and Your continued use of the SaaS Backup product constitutes Your acceptance of the then-current Fair Use Policy. Solely with respect to Your use of the SaaS Backup product, to the extent that any term of this Agreement conflicts with that of the Fair Use Policy, the Fair Use Policy shall control and govern the rights and obligations of the parties.

15. Confidentiality.

15.1 Definition. For purposes of this Agreement, "**Confidential Information**" means this Agreement and any non-public business, commercial, financial, technical, or strategic information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**") in connection with this Agreement that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including pricing, fees, discounts, billing terms, proposals, quotations, order details, product roadmaps, planned features, non-public product functionality, implementation materials, support processes, security measures,

audit materials, performance information, testing results, business plans, forecasts, and other non-public technical, financial, or commercial information. Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was known to the Receiving Party without restriction prior to disclosure; (iii) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; or (iv) is rightfully obtained from a third party without restriction. For the avoidance of doubt, "Confidential Information" does not include Your Data, any Personal Data contained therein, Usage Data, or Aggregate Data, in each case regardless of whether such information would otherwise fall within the definition of Confidential Information above, and all obligations relating to the confidentiality, security, access, use, disclosure, retention, deletion, or other processing of such data are governed exclusively by Section 5 (Data Use and Protection) and, where applicable, the Data Processing Agreement.

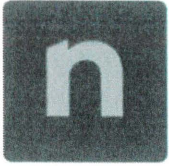
15.2 Use and Protection. The Receiving Party shall: (i) use the Disclosing Party's Confidential Information solely for purposes of performing its rights and obligations under this Agreement; (ii) not disclose such Confidential Information to any third party except to its employees, contractors, Affiliates, and professional advisors who have a need to know such information for purposes consistent with this Agreement and who are bound by confidentiality obligations no less protective than those set forth herein; and (iii) protect such Confidential Information using at least the same degree of care it uses to protect its own confidential information of a similar nature, and in no event less than reasonable care.

15.3 Compelled Disclosure. If the Receiving Party is required by applicable law, regulation, or court order to disclose Confidential Information of the Disclosing Party, the Receiving Party shall, to the extent legally permitted, provide the Disclosing Party with prompt written notice of such requirement and reasonably cooperate, at the Disclosing Party's expense, with any efforts to seek confidential treatment or a protective order.

15.4 Deletion. Upon written request of the Disclosing Party, the Receiving Party shall delete the Disclosing Party's Confidential Information in its possession or control, except to the extent retention is required by applicable law or for routine archival or backup purposes, subject to continued compliance with this Section 15.

16. Insurance. During the Term and for any period thereafter in which NinjaOne continues to provide the Software to You, NinjaOne shall maintain, at its own expense, insurance coverage in types and amounts that are commercially reasonable and customary for companies providing services similar to the Software, and sufficient to meet its obligations under this Agreement. Such insurance shall include, as applicable, commercial general liability (including bodily injury, property damage, products and completed operations, and contractual liability coverage), technology errors and omissions/professional liability (including coverage for network security, cyber, and privacy liability), and workers' compensation insurance as required by applicable law.

All policies shall be issued by reputable insurers with appropriate financial ratings and shall be maintained in accordance with industry standards. Upon written request, NinjaOne shall provide a certificate of insurance evidencing such coverage and shall endeavor to provide reasonable notice of cancellation or material reduction in coverage in accordance with the applicable policy terms.



NinjaOne, LLC
5201 W. Kennedy Blvd, Suite 800
Tampa FL 33609
United States

EIN: 46-3725915 Form W-9

NinjaOne does not accept payment by check

Invoice

Invoice : #INV8826208471487

Bill To
City of Beatrice, Nebraska
400 Ella Street
Beatrice NE 68310
United States

Ship To
City of Beatrice, Nebraska
400 Ella Street
Beatrice NE 68310
United States

Payment Method Bank Transfer

AMOUNT REMAINING \$0.00

Invoice Date	Terms	Due Date	PO # (if any)	Tax ID (if any)	Currency
10/01/2026	Due on receipt	10/02/2026			USD

Description	Service Start Date	Service End Date	Qty	Unit Price	Amount
NinjaOne Advanced Pro for Public Sector	10/01/2026	09/30/2027	2,400	\$0.00	\$0.00
NinjaOne MDM Advanced Pro for Public Sector	10/01/2026	09/30/2027	300	\$0.00	\$0.00
Unified Backup Standard for Public Sector	10/01/2026	09/30/2027	600	\$0.00	\$0.00
NinjaOne Server Backup for Public Sector	10/01/2026	09/30/2027	480	\$0.00	\$0.00
NinjaOne Cloud Storage (1TB) for Public Sector	10/01/2026	09/30/2027	180	\$0.00	\$0.00

Quantity = Monthly Quantity * Term

Subtotal	\$0.00
Total	\$0.00
Amount Due	\$0.00

PAY OUTSTANDING INVOICES

Bank Transfer Instructions

For billing inquiries, please email billing@ninjaone.com.
For account inquiries, please email success@ninjaone.com.
All payments are collected on behalf of NinjaOne, LLC.

If the Unit Price above does not match the Unit Price on your Order Form, as modified by any Change Order or other applicable change to your original subscription, it is due to billing system proration and does not reflect the current Unit Price that you have agreed to pay.

RESOLUTION NUMBER _____

WHEREAS, on August 17, 2026, the City of Beatrice approved an LB840 Line of Credit with Newport Bakers, LLC, a California limited liability company registered in the State of Nebraska, Patrick Sedarous, and Ibrahim Elandalousi (jointly and severally, "Borrower"); and

WHEREAS, Borrower has requested to amend the LB840 Line of Credit Agreement when the first payment is due and disbursement of the Line of Credit; and

WHEREAS, the City has reviewed the requested amendment and desires to enter into an Amendment to the LB840 Line of Credit Agreement with Borrower.

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

SECTION 1. That the Mayor and the City Clerk be authorized to execute a First Amendment to LB840 Line of Credit Agreement between the City of Beatrice and Newport Bakers, LLC, a California limited liability company registered in the State of Nebraska, Patrick Sedarous, and Ibrahim Elandalousi, for an economic development line of credit totaling Two Hundred Fifty Thousand Dollars (\$250,000.00) from funds derived from LB840 funds, and to execute all documents in accordance with the provisions of the same as outlined herein. A copy of such First Amendment is attached hereto as Exhibit "A" and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

**FIRST AMENDMENT TO LB840
ECONOMIC DEVELOPMENT LINE OF CREDIT AGREEMENT
(NEWPORT BAKERS PROJECT)**

This First Amendment to Line of Credit Agreement ("First Amendment") dated this ____ day of _____, 2026 is entered into by and between the City of Beatrice, Nebraska, a municipal corporation ("Lender"), and Newport Bakers, LLC, a California limited liability company registered in the state of Nebraska, Patrick Sedarous, Ibrahim Elandalousi (jointly and severally, "Borrower").

RECITALS

WHEREAS, Borrower previously applied to the Lender for an LB840 Economic Development Line of Credit in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00) for direct financial assistance for the purchase of inventory and equipment for a full-service bakery located at 201 South 5th Street, Beatrice, Nebraska ("Newport Bakers Project"); and

WHEREAS, Borrower and Lender executed loan documents including an LB840 Economic Development Line of Credit Agreement, Promissory Note, Personal Guaranty, and Deed of Trust (hereinafter jointly referred to as the "Loan") on August 17, 2026, to effectuate an LB840 Economic Development Line of Credit in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000.00); and

WHEREAS, Lender and Borrower desire to amend the Line of Credit Agreement executed as part of the Line of Credit; and

WHEREAS, Lender is satisfied that this Amendment to the LB840 Economic Development Loan Agreement furthers the purposes specified in the City of Beatrice LB840 Plan.

NOW THEREFORE, in consideration of mutual promises contained herein, the parties agree to amend the Loan Agreement as follows:

1. Section 3. Section 3 of the Line of Credit Agreement is hereby deleted and restated as follows:

"3. Term; Repayment. This Line of Credit Agreement and the Note shall have a term of one (1) year with a balloon payment at the end of the term. This Line of Credit Agreement may be renewed at the end of the term for another one (1) year period by mutual agreement of the parties hereto in writing. Principal and interest payments shall be due monthly on the first day of each month during the term of this Agreement and the Note. The first payment shall be due on October 1, 2026. Each monthly payment shall equal the greater of (i) one percent (1%) of the outstanding principal balance plus all accrued interest, or (ii) Two Thousand Five Hundred Dollars (\$2,500.00)."

2. Section 4. Section 4 of the Line of Credit Agreement is hereby deleted and restated as follows:

"4. Disbursement of Funds. Disbursement of funds under this Line of Credit shall only be disbursed for the purchase inventory and equipment, except as expressly provided in subsection (c) below. No disbursement of any funds under this Line of Credit shall be made unless and until the Borrower has satisfied all of the following conditions to the Lender's reasonable satisfaction:

- a. The Borrower shall deliver to the Lender original or certified copies of invoices from the vendor(s) for the specific goods to be purchased, which invoices must clearly describe the goods, quantity, unit price, and total cost;
- b. The disbursement shall be used solely for the payment of the actual cost of the goods identified on the approved invoices. No funds shall be disbursed for labor, services, taxes, shipping, freight, installation, or any other expenses; and
- c. Notwithstanding anything to the contrary in this Section 4, the Lender may disburse up to Ninety-Five Thousand Dollars (\$95,000.00) under this Line of Credit for closing costs incurred in connection with the Borrower's purchase of the bakery building. Such disbursement may be made directly to the title company, closing agent, or other payees as required to close the real estate transaction, upon the Borrower's delivery to the Lender of a settlement statement, closing disclosure, or other documentation reasonably satisfactory to the Lender evidencing the closing costs.

The Lender shall have no obligation to make any disbursement unless the Borrower has strictly complied with the requirements of this Section. Any disbursement made in accordance with this Section shall be deemed made solely for the cost of goods (or, in the case of subsection (c), for the approved closing costs) and shall not be used for any other purpose."

This First Amendment to Line of Credit Agreement is effective as of the date reflected in the first paragraph above.

Attest:

Erin Saathoff, City Clerk

LENDER:

THE CITY OF BEATRICE, NEBRASKA
a Municipal Corporation

By: _____
Michael ~~McClain~~, Mayor
McLain

DATE

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

McClain Rte

The foregoing instrument was acknowledged before me on this ____ day of _____, 2024 by Michael ~~McClain~~, Mayor and authorized signatory on behalf of the City of Beatrice, Nebraska, a Nebraska municipal corporation, to be his voluntary act and deed on behalf of the City.

Notary Public

BORROWER:
Newport Bakers, LLC, a California
limited liability company registered
in the state of Nebraska



By: Patrick Sedarous
Title: Member

10/1/2024
DATE

BORROWER:
Patrick Sedarous, individually



By: Patrick Sedarous

10/1/2024
DATE

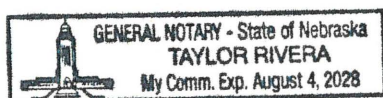
BORROWER:
Ibrahim Elandalousi, individually

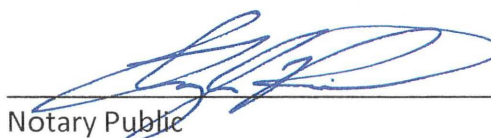


By: Ibrahim Elandalousi

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

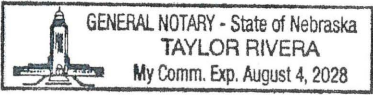
The foregoing instrument was acknowledged before me on this 1st day of October, 2026 by Patrick Sedarous, Member and authorized signatory of Newport Bakers, LLC, to be their voluntary act and deed on behalf of said limited liability company.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 1st day of October, 2026 by Patrick Sedarous, to be their voluntary act and deed.

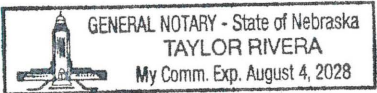


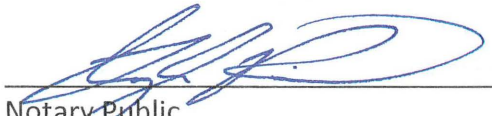


Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 1st day of October, 2026 by Ibrahim Elandalousi, to be their voluntary act and deed.





Notary Public



MEMORANDUM

TO: Mayor & City Council

DATE SUBMITTED: September 30, 2026

FROM: Erin Saathoff
City Clerk

FOR AGENDA OF: October 5, 2026

SUBJECT: Fee Resolution

EXHIBIT(S): Resolution & Redline

The proposed changes to the fee resolution are as follows:

- Increase *Demolition Application fee* to cover administrative costs – \$5.00 to \$25.00
- Change *Insufficient Funds Fee* to *Returned Payment Fee* – fee remains \$25.00
- Add *Processing Fee for Damaged/Lost/Unreturned Library Materials* – \$10.00
- Remove *Criminal History Report Charge*

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 Number 7747 and all resolutions or parts of resolutions in
conflict herewith are hereby repealed.

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor



FEE SCHEDULE INDEX

AIRPORT	1
Hangar Rent	1
Space Available Hangar Rent	1
Fuel Sales	1
Ramp Fees	1
COMMUNITY DEVELOPMENT	2
Building Permit and Sign Permit Fees	2
Inspections and Plan Reviews	2
Moving Buildings or Structures	3
Mechanical Permits	3
Plumbing Permits	4
Junk Vehicle Permits and Appeals	4
Adjoining/Vacant Buildings	4
Water Conditioning Contractor	4
Master Sewer/Drain Layer/Journeyman Licensing	4
Plumber Fees	5
Planning & Zoning Fees	5
Refunding of Fees	5
FIRE	6
Ambulance Services	6
Response to Fire-Extrication-Hazmat-Rescue Incidents	7
Permit Fee for Sale of Fireworks	7
GENERAL ADMINISTRATION	8
Animals and Animal Ownership	8
Beatrice Clean Energy Assessment District (BCEAD)	9
Bicycle Registration	9
Entertainment District	9
False and Nuisance Alarms	9
Miscellaneous Permit Fees	10
Mobile Food Vending Permit Fees	10
Small Wireless Facility	10
UTV Fees	10

EXHIBIT "A"

LIBRARY	11
Fines and Replacement Costs	11
Interlibrary Loan (ILL)	11
Makerspace Fees	11
POLICE	13
PUBLIC PROPERTIES	14
Big Blue Water Park	14
Camping	15
City Auditorium	15
PUBLIC WORKS	16
Equipment	16
Labor	18
Vehicles	18
SANITATION	19
Dumpsters	19
Commercial – Monthly Fees	19
Residential – Monthly Fees	19
Residential – Special Fees	20
Recycling	20
Rolloffs	20
Retrieval of Container	20

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
----------------------------	----------

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

Total Valuation	Fee
\$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>	\$ 25.00
<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

EXHIBIT "A"

Annual registration fee - dangerous animal	\$ 35.00
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

EXHIBIT "A"

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule shall be charged:

<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>Returned Payment Fee</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

EXHIBIT "A"

UTV Registration & Renewal (annual fee)

New Registration

\$ 25.00 for individuals

\$ 50.00 for dealerships

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	\$0.25 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.
Processing Fee for Damaged/Lost/Unreturned Materials	\$10.00
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
<u>Interlibrary Loan (ILL)</u>	\$ 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.

EXHIBIT "A"

Meeting Room Rentals

Rental Fee	\$100.00 (For Private or For-Profit Groups)
Deposit	\$ 60.00 (For All Meeting Room Rentals)
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>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

<i>Twilight Hours (5:00 p.m. - 7:00 p.m.) Monday - Thursday</i>	\$2.50/person (24 hr notice required)
<i>(4:00 p.m. - 6:00 p.m.) Friday – Sunday</i>	

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

3/4" 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.
-------------	--

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.

A 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 Number 7747 and all resolutions or parts of resolutions in
conflict herewith are hereby repealed.

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

EXHIBIT "A"



FEE SCHEDULE INDEX

AIRPORT	1
Hangar Rent	1
Space Available Hangar Rent	1
Fuel Sales	1
Ramp Fees	1
COMMUNITY DEVELOPMENT	2
Building Permit and Sign Permit Fees	2
Inspections and Plan Reviews	2
Moving Buildings or Structures	3
Mechanical Permits	3
Plumbing Permits	4
Junk Vehicle Permits and Appeals	4
Adjoining/Vacant Buildings	4
Water Conditioning Contractor	4
Master Sewer/Drain Layer/Journeyman Licensing	4
Plumber Fees	5
Planning & Zoning Fees	5
Refunding of Fees	5
FIRE	6
Ambulance Services	6
Response to Fire-Extrication-Hazmat-Rescue Incidents	7
Permit Fee for Sale of Fireworks	7
GENERAL ADMINISTRATION	8
Animals and Animal Ownership	8
Beatrice Clean Energy Assessment District (BCEAD)	9
Bicycle Registration	9
Entertainment District	9
False and Nuisance Alarms	9
Miscellaneous Permit Fees	10
Mobile Food Vending Permit Fees	10
Small Wireless Facility	10
UTV Fees	10

EXHIBIT "A"

LIBRARY	11
Fines and Replacement Costs	11
Interlibrary Loan (ILL)	11
Makerspace Fees	11
POLICE	13
PUBLIC PROPERTIES	14
Big Blue Water Park	14
Camping	15
City Auditorium	15
PUBLIC WORKS	16
Equipment	16
Labor	18
Vehicles	18
SANITATION	19
Dumpsters	19
Commercial – Monthly Fees	19
Residential – Monthly Fees	19
Residential – Special Fees	20
Recycling	20
Rolloffs	20
Retrieval of Container	20

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
----------------------------	----------

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

Total Valuation	Fee
\$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>	\$ 525.00
<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

EXHIBIT "A"

Annual registration fee - dangerous animal	\$ 35.00
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

EXHIBIT "A"

False Alarm Fee for any false alarm generated by the registrant's alarm system, a fee in accordance with the following schedule ~~(from August 1st through July 31st of each year)~~ shall be charged:

<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)

Fascimile \$ 1.00 per page

Insufficient FundsReturned Payment Fee \$ 25.00

Miscellaneous Permit Fees

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

Mobile Food Vending Permit Application Fees

Weekly Permit \$ 10.00

Annual Permit \$ 25.00

Mobile Food Establishment Permit \$ 25.00

Mobile Food Vending Appeal Fee \$ 50.00

Mow-to-Own Application Fee \$ 50.00

Mow-to-Own Administrative Fee \$200.00

Peddler Permit Fee \$100.00 per calendar year

Scanning Fee \$ 5.00

Small Wireless Facility (annual fee)

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

Special Designated Liquor License \$ 10.00 per day

Tobacco License (annual fee) \$ 15.00 plus \$15.00 Occ. Tax

EXHIBIT "A"

UTV Registration & Renewal (annual fee)

New Registration

\$ 25.00 for individuals

\$ 50.00 for dealerships

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 \$0.25 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.

Processing Fee for Damaged/Lost/Unreturned Materials \$10.00

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.

EXHIBIT "A"

Meeting Room Rentals

Rental Fee	\$100.00 (For Private or For-Profit Groups)
Deposit	\$ 60.00 (For All Meeting Room Rentals)
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

Accident Report \$ 3.00

Copies of photos, etc. to a CD \$ 5.00

~~Criminal History Report~~ ~~\$ 5.00~~

Gun Permit \$ 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

3/4" 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.
-------------	--

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, Nebraska and Hanna:Keelan Associates, P.C., desire to enter into an agreement for professional services to conduct a blight/substandard determination study and general redevelopment plan.

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 Hanna:Keelan Associates, P.C., for professional services to conduct a blight/substandard determination study and general redevelopment plan. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

AGREEMENT

City of Beatrice, Nebraska
Redevelopment Area #14
(See Map, Page 2)

Between
CITY OF BEATRICE, NEBRASKA
&
HANNA:KEELAN ASSOCIATES
Lincoln, Nebraska
402.464.5383 (o) 402.464.5856 (f)

Tim Keelan tkeelan@hannakeelan.com Keith Carl kcarl@hannakeelan.com

Step 1: Conduct Blight/Substandard Determination Study, as per
Nebraska State Law, Six Substandard and 13 Blighted
Criteria. (See Scope of Work, Page 3)

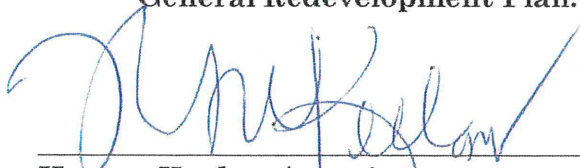
Step 2: Conduct General Redevelopment Plan, as per Nebraska
State Law Criteria. (See Scope of Work, Page 4)

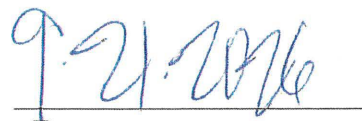
Total Cost* and Time Line:

Cost: \$8,500. (Payment within 15 days of delivery).
Time Line: 60 Days.

*All Costs Are Fixed Fees,
Includes the Cost of Services and all Related Expenses.

The City of Beatrice, Nebraska will be provided an Electronic Copy,
CD-PDF of the completed Blight/Substandard Determination Study &
General Redevelopment Plan.


Hanna:Keelan Associates


Date

City of Beatrice, Nebraska

Date

BEATRICE, NEBRASKA REDEVELOPMENT AREA #14



Scope of Work

NEBRASKA COMMUNITY DEVELOPMENT LAW

BLIGHT & SUBSTANDARD DETERMINATION STUDY

SUBSTANDARD FACTORS

1. Less than 20% of the housing in the area as affordable housing;
2. A substantial number of deteriorated or deteriorating structures;*
3. Age or obsolescence of structures and subject land area;
4. Inadequate provision for ventilation, light, air, sanitation, or open spaces;
5. Existence of conditions which endanger life or property by fire and other causes;
6. Undeveloped land within the extraterritorial jurisdiction that has remained for 25+ years.

BLIGHT FACTORS

1. A substantial number of deteriorated or deteriorating structures;*
2. Existence of defective or inadequate street layout;
3. Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
4. Insanitary or unsafe conditions;
5. Deterioration of site or other improvements;
6. Diversity of ownership;
7. Tax or special assessment exceeding the fair value of land;
8. Defective or unusual condition of title**;
9. Improper subdivision or obsolete platting;
10. The existence of conditions which endanger life or property by fire or other causes;
11. Combination of other factors that substantially impairs or arrests the sound growth of the community, etc;
12. Undeveloped land within the extraterritorial jurisdiction that has Remained for 25+ years.
13. At least one or more of the other six conditions, as described in the Nebraska Community Development Law.

* Conduct exterior and not interior inspections of all buildings.

** Not Reviewed.

B. GENERAL REDEVELOPMENT PLAN

1. The boundaries of the redevelopment project area with a map showing the existing uses and condition of the real property therein;
2. A land-use plan showing proposed uses of the area;
3. Information showing the standards of population densities, land coverage and building intensities in the area after redevelopment;
4. A statement of the proposed changes, if any, in zoning ordinances or maps, street layouts, street levels or grades, or building codes and ordinances;
5. A site plan of the area;
6. A statement as to the kind and number of additional public facilities or utilities which will be required to support the new land uses in the area after redevelopment.

Furthermore, this Redevelopment Plan will address other considerations, including:

“...whether the proposed land uses and building requirements in the redevelopment project area designed with the general purpose of accomplishing, in conformance with the general plan, a coordinated, adjusted and harmonious development of the City and its environs which will, in accordance with present and future needs, promote health, safety, morals, order, convenience, prosperity, and the general welfare, as well as efficiency and economy in the process of development; including, among other things, adequate provision for traffic, vehicular parking, the promotion of safety from fire, panic, and other dangers, adequate provision for light and air, the promotion of healthful and convenient distribution of population, the provision of adequate transportation; water, sewage, and other public utilities, schools, parks, recreational and community facilities and other public requirements, the promotion of sound design and arrangement, the wise and efficient expenditure of public funds, and the prevention of the recurrence of insanitary or unsafe dwelling accommodations, or conditions of blight.”

RESOLUTION NUMBER _____

A resolution authorizing the Mayor and City Clerk to enter into a Grant Agreement with Nebraska Emergency Management Agency ("NEMA"), to grant funds to the City for the purpose of acquiring real estate and demolition.

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 Grant Agreement with NEMA, and any and all other documents necessary for NEMA to grant funds to the City for the purpose of acquiring real estate and demolition. A copy of the said Grant Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

Hazard Mitigation Grant Program Grant Agreement
Beatrice Voller Property Acquisition
DR-4786-DR-NE-0008

GRANT AGREEMENT
Between
Nebraska Emergency Management Agency (NEMA)
And
City of Beatrice

Project Title: Beatrice Voller Property Acquisition

Grant Agreement No: DR-4786-NE

Project No: 0008

Federal Tax ID#: 47-6006092

UEI No: SDA1U4LQJ5E9

FIPS Code: 31067

Period of performance start date: 5/24/2024

Period of performance end date: 11/20/2029

Federal funds obligated amount: \$203,607.37

Project R&D: No

Assistance Listing (AL) #: 97.039 Hazard Mitigation Grant Program

THIS Hazard Mitigation Grant Agreement (hereinafter "AGREEMENT") is entered into this 3rd day of September, 2026, by and between Nebraska Emergency Management Agency (hereinafter "NEMA" or "RECIPIENT") and City of Beatrice (hereinafter "SUBRECIPIENT").

The effective date of this AGREEMENT is 09/03/2026, the Federal Emergency Management Agency (hereinafter "FEMA") approval date of the project.

All references herein to the SUBRECIPIENT shall include its officers, employees, city council/board members, and agents.

I. AGREEMENTS

NEMA shall provide financial oversight and management in the role of RECIPIENT based on the grant guidance, the grant financial guide, and all other applicable State and Federal guidelines. The RECIPIENT shall provide technical assistance and direction to the SUBRECIPIENT on programmatic and financial requirements. The RECIPIENT shall provide all appropriate documents and forms and make payments to the SUBRECIPIENT to complete the approved scope of work.

The RECIPIENT is responsible for monitoring SUBRECIPIENT activities to provide reasonable assurance that the SUBRECIPIENT administers federal awards in compliance with

federal and state requirements. Responsibilities include the accounting of receipts and expenditures; cash management; and the maintaining of adequate financial records.

Additionally, the SUBRECIPIENT shall be monitored by the RECIPIENT to ensure that the program goals, objectives, timelines, budgets, and other related program criteria are being met. Monitoring shall be accomplished through a combination of monthly check-in meetings and quarterly reporting, reviewing of expenditures for reimbursement, and when necessary, on-site monitoring. Monitoring shall involve the review and analysis of the financial, programmatic, and administrative issues relative to the program, and shall identify areas where technical assistance and other support may be needed.

The SUBRECIPIENT shall pass appropriate resolutions to assure NEMA that it is participating in, and shall continue to participate in, the National Flood Insurance Program (NFIP), if mapped. If SUBRECIPIENT is not currently participating in the NFIP, SUBRECIPIENT shall, within twelve (12) months of project approval, adopt appropriate resolutions to assure NEMA of participation in the NFIP.

The SUBRECIPIENT and the SUBRECIPIENT's Authorized Representative agree to provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

II. AUTHORITIES AND REFERENCES

Laws, regulations, and endorsements including, but not limited to, the following commonly applicable to FEMA Grants listed hereafter, for reference only.

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".
- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. § 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).
- Title 44 of the Code of Federal Regulations (CFR).
- SUBRECIPIENT's application that was received and approved by NEMA and FEMA.
- State of Nebraska Administrative Plan for the Hazard Mitigation Grant Program.

III. COMPLIANCE WITH LAWS

The SUBRECIPIENT shall comply with all applicable requirements of all federal laws, executive orders, regulations, and policies governing this program including, but not limited to, the following:

- The recipient agrees to abide by the DHS Standard Terms and Conditions applicable at the time of the signing of this Agreement. Changes or modifications to the DHS Standard Terms and Conditions as a result of Court Orders or Agreements shall be incorporated into this Agreement.
- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards".

- Robert T. Stafford Disaster Assistance and Emergency Relief Act (Stafford Act), 42 U.S.C. § 5133, as amended by Section 102 of the Disaster Mitigation Act of 2000 (DMA).
- Title 44 of the Code of Federal Regulations (CFR).

The SUBRECIPIENT shall comply with all applicable laws, regulations and policies as defined in the State of Nebraska Hazard Mitigation Administrative Plan.

The SUBRECIPIENT is actively encouraged to comply with the Build American, Buy America Act (BABAA), Section 70914 of Public Law No. 117-58 §§ 70901-52.

IV. SCOPE OF WORK

This AGREEMENT is to provide SUBRECIPIENT with federal assistance from the Hazard Mitigation Grant Program funds for the above referenced mitigation grant. The federal share shall not exceed \$203,607.37 or 75% of the actual allowable project costs, whichever is less. The SUBRECIPIENT shall provide at least \$67,869.13 (25%) through local non-federal (cash and/or in-kind) sources for actual allowable project costs.

The SUBRECIPIENT Management Cost for the above referenced mitigation grant, 100% federally funded, have been approved (\$0.00). Management Costs are based on actual documented incurred management costs, up to 5% of the total amount expended on the project by the SUBRECIPIENT. Management Costs are subject to incremental funding obligations; therefore, FEMA has released to the state \$0.00(100% Federal funds) in approved Subrecipient Management Cost funding for budget year one. These funds are to assist the SUBRECIPIENT with completing the approved scope of work in accordance with the work schedule, milestones, and scope of work that was submitted to and approved by NEMA and FEMA.

Any changes to the approved scope of work and/or amount budgeted must be submitted to and approved by NEMA prior to executing the changes. The SUBRECIPIENT is required to obtain all necessary permits before construction begins.

V. ACTIVITY COMPLETION TIMEFRAME

The approved activity completion timeframe for this project is from 09/03/2026 through 08/03/2028. All work shall be completed prior to the activity completion timeframe ending. The SUBRECIPIENT shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date of the activity completion timeframe.

If a time extension is needed it must be requested at least 75 days prior to the activity completion timeframe end date. All requests shall be supported by adequate justification submitted to NEMA in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended activity completion timeframe; and a description of performance measures necessary to complete the project. Without the justification, extension requests will not be processed.

If the activity is not completed by the agreed upon end date, and no extension is granted, NEMA may suspend or terminate any further obligation to provide funding or demand return of grant funds authorized by the AGREEMENT.

VI. GRANT MANAGEMENT SYSTEM

To ensure that federal funds are awarded and expended appropriately, the SUBRECIPIENT shall establish and maintain a grant management system. The standards for SUBRECIPIENT organizations stem from the Office of Management and Budget's (OMB) Uniform Administrative Requirements and Cost Principles. State, local and tribal organizations must follow the uniform administrative requirements standards in 2 CFR Part 200. These standards plus the requirements of the federal Cash Management Improvement Act constitute the basis for all policies, processes and procedures set forth in this grant management system for the SUBRECIPIENT.

The SUBRECIPIENT's grant management system shall include the following:

- Internal controls based on the American Institute for Certified Public Accountants (AICPA) definitions and requirements in the government-wide administrative requirements and cost principles.
- A chart of accounts that includes a separate cost center, fund, or accounting codes for each federal grant or program.
- Compliance with the Cash Management Improvement Act (CMIA), good business processes and Generally Accepted Accounting Principles (GAAP).
- Procedures to minimize federal cash on hand.
- The ability to track expenditures on a cash or accrual basis.
- The ability to track expenditures in both financial and program budgets.
- Procedures to document all grant-related expenditures.
- Procedures to ensure expenditures are eligible and allowable.
- The ability to fulfill government-required financial reporting forms.

VII. PROCUREMENT

All procurement under this AGREEMENT shall be executed by the SUBRECIPIENT. Procurement standards shall be in accordance with the written adopted procedures of the SUBRECIPIENT, provided that the local procurement standards conform to applicable State and Federal law and the standards identified in the 44 CFR and 2 CFR Part 200. The SUBRECIPIENT shall ensure that every purchase order or other contract includes any clauses required by Federal statutes and executive orders and their implementing regulations. Failure to comply with applicable procurement statutes and regulations may result in additional conditions under 2 CFR § 200.208. If failure to comply continues by SUBRECIPIENT, additional remedies or termination of the award under 2 CFR §§ 200.339-200.340 may occur.

VII.I DEBARMENT AND SUSPENSION

Non-Federal recipients and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12540 and 12689, as well as 2

C.F.R. Part 180. The regulations in 2 C.F.R. Part 180 restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from receiving or participating in Federal assistance programs or activities. 2 C.F.R. § 200.214.

Prior to doing business with a vendor or contractor, the Sub-Recipient agrees to check the listing on www.sam.gov and to retain a dated screenshot of the check in their records. The Sub-Recipient also agrees to verify their own organization is not barred, suspended, or otherwise ineligible for participation on www.sam.gov and to retain a screenshot for their records. Sub-Recipient further agrees to include a requirement to comply with these regulations in any lower-tiered agreement it enters.

VIII. PAYMENT REQUEST PROCESS

Payments to SUBRECIPIENTS are based on eligible expenditures that are specifically related to the approved grant budget and scope of work. SUBRECIPIENTS can request Reimbursement for allowable expenditures already paid at any time during the activity completion timeframe.

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT must submit a completed Payment Request Form and provide supporting documentation of eligible project costs to receive payment of funds.

Reimbursement requests shall include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger print outs, etc.).

Payment of funds shall not be made to a SUBRECIPIENT until NEMA has this grant agreement signed and on file.

Payments to SUBRECIPIENT are based on eligible expenditures that are specifically related to the approved subaward budget and scope of work. SUBRECIPIENT has two options available to them when requesting payments from NEMA. SUBRECIPIENT may request either **Reimbursement** for allowable expenditures already paid or request an **Advance** for expenditures to be paid within 30 days. Advance payments will only be entertained for certain projects. Below notes whether or not this project is allowed advance payments:

☐ YES ☒ NO

Payments shall be limited to the documented cash requirements submitted by the SUBRECIPIENT. The SUBRECIPIENT shall submit a completed Payment Request Form and provide supporting documentation of eligible subaward costs to receive payment of funds.

- **Reimbursement** requests shall include payment verification (i.e. paid invoices, receipts, payroll records with personnel activity reports, cancelled checks, general ledger printouts, etc.). NEMA reserves the right to request that the SUBRECIPIENT submit additional documentation expenditures upon request. Additional documentation for Acquisitions: Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments.

- **Advance** payment requests shall include the detailed costs the SUBRECIPIENT is obligated to pay (i.e. invoices, accepted quotes, executed contracts, or other documents). Payment verification documents (same documents required for a Reimbursement request) for the advance shall be submitted to NEMA within 30 days after the advance, and before future advances are made.

A SUBRECIPIENT shall submit only reimbursement requests, and is not eligible for Advance payment, if SUBRECIPIENT is unable to demonstrate the following:

- The willingness to maintain written procedures that minimize the time elapsing between the transfer of funds and disbursement by NEMA;
- A financial management system that meets the standards for fund control and accountability as established in 2 CFR Part 200; or
- Is considered a High Risk subrecipient.

No more than thirty (30) days shall elapse between the date of receipt of a warrant and pay out of the funds by the SUBRECIPIENT. All supporting documentation shall be submitted to NEMA immediately following the SUBRECIPIENT's pay out of the funds.

Payment of funds shall not be made to the SUBRECIPIENT until NEMA has on file the following documents:

- FEMA Award Notification (attached to this AGREEMENT).
- Signed Subaward Agreement.
- Substitute W9/Vendor Update Form (if not already on file at NEMA).
- Chart of Accounts verifying that unique revenue and expenditure accounts, cost centers or account codes have been established within the SUBRECIPIENT's cash management/accounting system for each program included in this AGREEMENT.
- Procurement documents: written procurement and conflict of interest documents, method of procurement, bid specifications reviewed by NEMA, copy of approved and executed contracts between the SUBRECIPIENT and contractor.
- Signed certification from the SUBRECIPIENT's authorized representative for the payment request as outlined in 2 CFR, Part 200, Subpart D, Section 200.415.

IX. MATCH VERIFICATION

The maximum federal share to this mitigation grant shall not exceed 75% of eligible grant expenditures. Therefore, the matching funds (cash and in-kind) shall be at least 25% of eligible grant expenditures. The SUBRECIPIENT is responsible for submitting proof of the local non-federal match that was used for their mitigation grant to NEMA. Expenditures shall be in accordance with the approved scope of work and budget and in accordance with the 2 CFR §§ 200.29 and 200.306.

Cash match may be money contributed to the SUBRECIPIENT by the SUBRECIPIENT, other public agencies and institutions, private organizations and individuals as long as it comes from a non-federal source. Cash spent shall be for allowable costs in accordance with the

SUBRECIPIENT's approved scope of work and budget and shall be applicable to the period to which the cost sharing or matching requirement applies.

In-kind match shall comply with the requirements of 2 CFR §§ 200.343 and 200.344. The value of in-kind contributions is also applicable to the period to which the cost sharing or matching requirement applies. The in-kind match provided shall be documented by the third party contributing the in-kind services. The in-kind match shall be specifically stated in the SUBRECIPIENT's scope of work and budget before in-kind match will be allowed to match any mitigation grant. Documentation may be a letter (on letterhead) from the third party stating the scope of their work, what is being contributed as it relates to the scope of work, the value, a statement to the effect that the value is normally charged, and a statement that the value is being waived on behalf of the SUBRECIPIENT to meet the matching requirements to the SUBRECIPIENT's mitigation grant or a spreadsheet detailing in-kind contributions certified by the Authorized Representative.

If the local match is insufficient to satisfy the local match requirements for receiving all available federal funds, the awarded federal funds shall be reduced accordingly so as not to exceed the maximum federal share allowed under this award.

X. REPORTING REQUIREMENTS

The mitigation grant requires quarterly programmatic and financial reporting and progress relative to the approved scope of work. SUBRECIPIENTS shall complete the quarterly progress report forms that are provided by NEMA and submit them by the 15th day following each federal fiscal quarter. (See administrative plan for specific date.)

The SUBRECIPIENT shall attend and participate in monthly check-in meetings with RECIPIENT in a manner to be determined by NEMA. The purpose of the meeting is to evaluate project progress and address any other business relating to the project.

XI. RECORDS AND DOCUMENTATION

The SUBRECIPIENT shall be responsible for keeping records which fully disclose the amount and disposition of funds at all times, and the total costs of each project for which the funds are provided.

The SUBRECIPIENT shall retain all grant records for three (3) years after being notified by the Nebraska Emergency management Agency that the overall grant has been closed by DHS/FEMA.

The State requires the subrecipient to submit back-up documentation to substantiate all costs.

The SUBRECIPIENT shall give the federal awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and shall establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

XII. INDEPENDENT CONTRACTOR STATUS OF APPLICANT

The SUBRECIPIENT, its officers, employees, agents and council members shall all perform their obligations under this AGREEMENT as an independent contractor and not in any manner as officers, employees or agents of NEMA or the State of Nebraska.

XIII. CONFLICT OF INTEREST

The SUBRECIPIENT shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

XIV. WAGE RATES

The SUBRECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333) regarding labor standards for federally assisted construction subawards.

XV. LOBBYING

The SUBRECIPIENT shall comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

XVI. AUDIT

The SUBRECIPIENT shall comply with the required financial and compliance audits in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR part 200).

XVII. FLOODPLAIN

The SUBRECIPIENT shall comply with all floodplain management laws and regulations including any special conditions placed on the grant.

XVIII. WAIVERS

No conditions or provisions of this AGREEMENT may be waived unless approved by NEMA and the SUBRECIPIENT, in writing. Unless otherwise stated in writing, NEMA's failure to insist upon strict performance of any provision of this AGREEMENT, or to exercise any right based upon a breach, shall not constitute a waiver of any right or obligation specified under this AGREEMENT.

XIX. AMENDMENTS AND MODIFICATIONS

This AGREEMENT may be amended or modified in reference to the grant funds provided, administrative procedures, or any other necessary matter, but shall not take effect until approved, in writing, by NEMA and the SUBRECIPIENT.

XX. COMPLIANCE, TERMINATION, AND OTHER REMEDIES

Unless otherwise stated in writing, NEMA requires strict compliance by the SUBRECIPIENT and its Authorized Representative(s) with the terms of this AGREEMENT, and the requirements of any applicable local, state, and federal statute, rules, regulations; particularly those included in the Assurances attached to this grant agreement.

NEMA may suspend or terminate any obligation to provide funding or demand return of grant funds, following notice from NEMA, if the SUBRECIPIENT fails to meet any obligations under this AGREEMENT or fails to make satisfactory progress toward administration or completion of said project.

Any suspension or termination of funding or demand of return of grant funds by NEMA shall not relieve SUBRECIPIENT of liability for any obligation incurred by SUBRECIPIENT due to said project.

The SUBRECIPIENT understands and agrees that NEMA may enforce the terms of this AGREEMENT by any combination or all remedies available to NEMA under this AGREEMENT, or under any other provision of law, common law, or equity.

XXI. INDEMNIFICATION

It is understood and agreed by NEMA and the SUBRECIPIENT and its agents that nothing in this AGREEMENT is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this AGREEMENT.

The SUBRECIPIENT, on behalf of itself and its successors and assignees, agrees to protect, save, and hold harmless NEMA and the State of Nebraska, and their authorized agents and employees, from all claims, actions, costs, damages, or expenses of any nature whatsoever by reason of the negligent acts, errors, or omissions of the SUBRECIPIENT or its authorized representative, its contractors, subcontractors, assignees, agents, licensees, arising out of or in connection with any acts or activities authorized by this AGREEMENT. The SUBRECIPIENT's obligation to protect, save, and hold harmless as herein provided shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

The SUBRECIPIENT further agrees to defend NEMA, the State of Nebraska, and their authorized agents and employees against any claim or cause of action, or to pay reasonable attorney's fees incurred in the defense of any such claim or cause of action, as to which the SUBRECIPIENT is required to protect, save, or hold harmless said parties pursuant to paragraph 2 of this section. The SUBRECIPIENT's obligation to defend, or to pay attorney's fees for the defense of such claims or causes of action as herein provided, shall not extend to claims or causes of action for costs, damages, or expenses caused by or resulting from the negligent acts, errors, or omissions of NEMA, the State of Nebraska, or any of their authorized agents or employees.

XXII. ACKNOWLEDGMENTS

The SUBRECIPIENT shall include, in any public or private release of information regarding the project, language that acknowledges the funding contribution through NEMA by FEMA.

XXIII. RESPONSIBILITY FOR PROJECT

While NEMA undertakes to provide technical assistance to the SUBRECIPIENT and its authorized representative in the administration of the project, said project remains the sole responsibility of the applicant in accomplishing grant objectives and goals. NEMA undertakes no responsibility to the SUBRECIPIENT, or any third party, other than what is expressly set out in this AGREEMENT.

XXIV. NOTICES AND COMMUNICATIONS BETWEEN NEMA AND SUBRECIPIENT

Any notice, request, demand, or other communication required or permitted to be given under the Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the SUBRECIPIENT:

Taylor Rivera, City Attorney
City of Beatrice
400 Ella Street
Beatrice, NE 68310

Or the Alternate Point of Contact:

Hannah Bell, Finance Director
City of Beatrice
400 Ella Street
Beatrice, NE 68310

If to NEMA:

Chelsea Harris, State Hazard Mitigation Officer
Attention: Hazard Mitigation Unit
Nebraska Emergency Management Agency
2433 NW 24th Street
Lincoln, NE 68524

A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this section.

XXV. ENTIRE GRANT AGREEMENT

This AGREEMENT and attachments/exhibits set forth the entire AGREEMENT between NEMA and the SUBRECIPIENT with respect to subject matter hereof. Commitments, warranties, representations and understandings or agreements not contained, or referred to, herein or amended thereto shall not be binding on either NEMA or the SUBRECIPIENT. Except as may be expressly provided herein, no alteration of any of the terms or conditions of this AGREEMENT will be effective without written consent of both parties.

IN WITNESS WHEREOF, NEMA and the SUBRECIPIENT have executed this AGREEMENT by the signatures of authorized persons of both entities and on the dates indicated below:

RECIPIENT

Nebraska Emergency Management Agency

Ervin L. Portis, Governor's Authorized Representative

Date

SUBRECIPIENT

City of Beatrice

Authorized Representative

Date

Authorized Representative Printed Name

Authorized Representative Title

EXHIBIT A: Scope of Work-Reporting & Administrative Requirements-Project Budget

1. GENERAL DESCRIPTION OF THE PROJECT(S).

1.1 Project description: This proposed project is for purchase of one property with one single-family residential structure and two outbuildings(one detached garage and one pole utility building) on it which is located in the AE flood zone. The property will be purchased on a voluntary basis by the City of Beatrice, the City will not use eminent domain, and the properties will be converted to open green space and deed restricted as such in perpetuity. We are using current market values throughout the application. The City of Beatrice will be responsible to managing the project. Once the project is awarded by FEMA, the City will retain an appraiser to establish the value of the property to be purchased. A title search will be completed to ensure the owner is the sole and actual titleholder to the property and that there are no easements that are incompatible with open space land use. Final offer to property owner will be made using the appraised value. After property owners and the city have negotiated and agreed on terms, title work will be finalized and the purchase will be completed. All homeowners will remove all personal property and possessions prior to signing the purchase agreement. Procurement will be conducted for the contracting of the demolition of the property. RFP will be posted, bids will be reviewed and a contractor selected and bid awarded. Demolition will occur following this. Once structures have been demolished, sites will be stabilized. Building demolition; removal and lawful disposal of building contents and demolition debris; rubblizing existing masonry, block, or stone basement / crawl space, floor and foundation walls depositing materials in excavated area of demolished building; backfill of open excavated area of demolished masonry, block, or stone basement / crawl space; finish grading to existing grades and turf restoration of property; and any other work as required to fully complete the project.

A pre-demolition inspection for, and testing of lead paint and asbestos containing building materials will be completed by an independent contractor / inspector. Positive outcome of either material will result in the proper disposal according state and federal regulations. The work includes daily removal and lawful disposal of resulting rubbish and debris from the property as to not allow accumulations inside or outside the structure, unless otherwise directed by the City. Materials that cannot be removed daily shall only be stored in approved areas as specified by the City. Utilities will be capped and buried as necessary by the county or city of Beatrice public works departments or associated utility companies. The contractor will demolish the structures on the parcels, remove all debris, and fill any sub-grade areas with clean fill. Demolition will include removing driveways, sidewalks or other paved areas so they can grade and seed the sites after all debris is removed.

The property will be converted to deed-restricted open space in perpetuity, per HMGP guidelines. This open green space will be maintained by the city.

1.2 Project expenses: Project expenses include those costs identified and approved in the application and budget. Documented pre-award costs related to the development of the grant application as noted in the subapplication and approved budget may also be used to meet local match requirements or reimbursed.

1.3 Non-Federal Match: This Grant Requires a non-federal match contribution of 25% of the total Grant budget. The non-Federal match is shared by the City of Beatrice.

1.4 Project Timeline (from approved HMGP subapplication):

Project Milestone	Timeframe (No. of Months)	Expected Completion Date
Initial grant initiation paperwork	1	10/03/2026
Retain Appraiser	2	01/03/2027
Property Appraisals and Title Work	2	03/03/2027
Negotiate with property owner for acquisition.	2	05/03/2027
Purchase Agreements	2	07/03/2027
Asbestos and Lead Paint Testing	2	09/03/2027
Procure Demolition Contractor	2	11/03/2027
Demolish all structures located on the property	2	01/03/2028
State Inspection	2	10/03/2028
Account reconciliation	2	05/03/2028
Final Reimbursement	2	07/03/2028
Close out paperwork	2	09/03/2028
Total Project Duration:	23	09/03/2028

2. DELIVERABLES

2.1 Deliverables: Subrecipient shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in Section 3 of this Exhibit A may result in loss of project funding. Copies of relevant documentation (including invoices, quarterly reports, requests for reimbursement all must be submitted to NEMA in accordance with this grant agreement.

3. REPORTING REQUIREMENTS:

3.1 Quarterly Progress Reports and Financial Status:

Report Period	Due Date
Quarter 1 (October- December)	January 15
Quarter 2 (January- March)	April 15
Quarter 3 (April -June)	July 15
Quarter 4 (July- September)	October 15

3.2 Monthly Check-in: Subrecipient shall attend and participate in monthly check-in meetings with recipient, in a manner to be determined by NEMA, to evaluate project progress and any other business relating to the project.

4. ACQUISITION ADMINISTRATIVE REQUIREMENTS 06.25.2024:

The SUBRECIEPIENT shall require and assist property owner applicants in providing evidence of ownership by title, purchase contract, and/or certificate of title insurance as well as disclosure of any liens or loans secured by the property.

The SUBRECIEPIENT shall submit source documents on a timely basis to Nebraska Emergency Management Agency ("NEMA") as verification of how the funds for allowable subaward costs are expended. Source documents include, but are not limited to, Purchase Offers, HUD Settlement Statements, and copies of tax assessment records, copies of appraisals if used as the basis for pre-flood fair market value, invoices, and copies of all payments. A source document checklist has been provided and must be adhered to for documentation that must be on file at the NEMA. Failure to provide source documents in a timely manner may result in loss or reversion of funds.

Prior to closing on a property, the SUBRECIEPIENT shall initiate a request through NEMA to Federal Emergency Management Agency ("FEMA") Region VII with a list of property owner applicants for final Duplication of Benefits ("DOB") verification. Closing cannot commence until a final DOB is done if offering pre-disaster market value.

The SUBRECIEPIENT shall acquire and demolish only those properties that have been approved by FEMA Region VII and cleared by the State Historical Society of Nebraska ("SHSN"). It is permissible for the SUBRECIEPIENT to acquire properties prior to full compliance with Section 106 of the National Historic Preservation Act of 1966; however, demolition cannot occur until the SHSN has made the determination of no historic effect. Documentation must be on file at NEMA.

The SUBRECIEPIENT shall comply with all aspects of the subaward implementation, including, but not limited to the 90-day demolition requirement identified in 44 CFR § 80.17(d). Existing structures must be removed by demolition within 90 days of settlement of the property transaction. Demolition shall include removal and proper disposal of debris from the property. The FEMA Regional VII Administrator may grant an exception to this deadline only for a particular property based upon written justification, if extenuating circumstances exist, but shall specify a final date for removal. To ensure compliance, the SUBRECIEPIENT shall immediately notify NEMA of settlement of the property transaction and demolition date. For each property in which the 90-day deadline cannot be met, the SUBRECIEPIENT shall request an exception. An extension request for each property must be submitted to NEMA no later than 60 days following the settlement of the property transaction. SUBRECIEPIENT shall be limited to no more than three (3) extension requests or a total cumulative extension of 180 days subsequent to the initial 90-day demolition requirement.

The SUBRECIPIENT shall verify and certify that participating property owner applicants will relocate outside the NFIP Special Flood Hazard Zone boundaries if offered replacement housing benefit funds.

The SUBRECIPIENT and the SUBRECIPIENT's Authorized Representative shall provide all supervision, inspection, accounting, and other services necessary to complete the scope of work from inception to closeout with the requirements set forth below.

5. PROJECT BUDGET (as approved in Subapplication):

Budget Summary				
Item	Quantity	Unit of Measure	Cost per Unit	Total Cost
Fair Market Value	1	EA	\$204,237.50	\$204,237.50
Demolition	1	EA	\$25,000.00	\$25,000.00
Appraisal	1	EA	\$3,000.00	\$3,000.00
NFIP Premiums (past 5 years)	1	EA	\$6,539.00	\$6,539.00
Comparable Housing	1	EA	\$31,000.00	\$31,000.00
Lead Paint/Asbestos Survey	1	EA	\$1,500.00	\$1,500.00
Floodplain Public Notice	1	EA	\$200.00	\$200.00
Grant Total:				\$271,476.50

Cost Share Breakdown			
Source		Amount	Percentage of Total
Federal Share:	HMGP Grant Program	\$203,607.37	75%
Non-Federal:	City of Beatrice	\$67,869.13	25%
Grant Total:		\$271,476.50	100%

Management Cost Summary	
Item	Amount
Total Funds Awarded	\$0.00
Grant Total:	\$0.00

Hazard Mitigation Grant Program Grant Agreement
Beatrice Voller Property Acquisition
DR-4786-DR-NE-0008

EXHIBIT B: FEMA Award Notification (letter from FEMA)



U.S. Department of Homeland Security
FEMA Region 7
11224 Holmes Road
Kansas City, MO 64131

FEMA

September 3, 2026

Ervin Portis
Assistant Director
Nebraska Emergency Management Agency
Attn: Hazard Mitigation
2433 Northwest 24th Street
Lincoln, Nebraska 68524-1801

Subject: FEMA-4786-DR-NE
Hazard Mitigation Grant Program (HMGP) Approval
Subrecipient: City of Beatrice
Project #: 0008
Beatrice Voller Property Acquisition

Assistant Director Portis:

The Federal Emergency Management Agency (FEMA) Region 7 has granted approval of your subapplication submitted on August 21, 2025, by City of Beatrice for the Beatrice Voller Property Acquisition project. FEMA will release funds to the state in the amount of \$203,607.37. The non-federal match requirement of \$67,869.13 will be provided through local funding.

The milestones included in the application indicate that the time to complete this subaward will be 23 months from the date of this letter. Any delays or extensions regarding this timeframe must be reported to FEMA. The period of performance for the grant ends on November 20, 2029. It is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the period of performance. Any costs incurred that were not identified as pre-award prior to the date of this approval or any costs incurred after the period of performance will be disallowed.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws.

Environmental Historic Preservation (EHP) Requirements/Conditions

A change to the approved scope of work (SOW) requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP subrecipient SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the Hazard Mitigation Grant Program subrecipient.

Page 2

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipients to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may impact federal funding.

If ground disturbing activities occur during construction, the applicant will monitor ground disturbance and, if any potential archeological resources are discovered, will immediately cease construction in that area and notify the state and FEMA.

In addition, the following special conditions have been identified:

National Historic Preservation Act (NHPA):

- Demolition and other ground disturbing activities shall be limited to within the immediate proximity of the buildings and structures and be performed in a manner minimizing disturbance to adjacent ground surfaces. There shall be no grading of previously undisturbed soil.
- If archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) or human remains are discovered during ground disturbing activities, work in the vicinity of the discovery will stop immediately and all reasonable measures will be taken to avoid or minimize harm to the discovery. The sub-applicant/sub-applicant's contractor will ensure that archaeological discoveries are secured in place, restrict access to the sensitive area, and take all reasonable measures to avoid or minimize harm to the finds. The sub-applicant shall immediately notify the applicant (state emergency management agency), which shall notify FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary. - Care shall be required to avoid ruts when operating heavy equipment. Demolition shall be required to occur only on dry or frozen ground, or the use of heavy equipment mats shall be required.
- All borrow or fill material must come from pre-existing stockpiles or commercially procured material from an existing source. For any FEMA funded project requiring the use of a non-commercial source in whole or in part, regardless of cost, the Sub-applicant must notify FEMA and Applicant prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Sub-applicant or its contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA):

- Unusable equipment, debris and material shall be disposed of in an approved manner and location. Prior to demolition, Sub-applicant must conduct inspection of buildings and structures for lead based paint and/or other potentially hazardous materials. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste, or lead based paint in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Page 3

State Hazardous Materials and Solid Waste Laws:

- The Sub-applicant shall ensure that all demolition debris is disposed of in a manner consistent with State regulations. The Sub-applicant will provide locations of any temporary debris staging sites and the final debris disposal sites at closeout. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
- In the event a well or cistern is discovered, the well/cistern must be plugged in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.
- Underground Storage Tanks (USTs) may be regulated under state and local requirements depending on what is or was stored in the UST and the USTs purpose. In the event underground storage tanks are identified, they must be managed in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Other:

- Prior to demolition, sub-applicant must conduct inspection of buildings and structures for asbestos. If any asbestos containing material is found during construction, remediation, repair, or demolition activities, the Sub-applicant must comply with all federal, state, and local abatement and disposal requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Quarterly progress reports for HMGP projects are required; please include this HMGP project in your future quarterly reports.

If you should have any questions concerning this action, please contact Brian Woltz, Hazard Mitigation Assistance Branch Chief, at (816) 808-3664 or Brian.Woltz@fema.dhs.gov.

Sincerely,

**LAURIE L
BESTGEN**

Laurie L. Bestgen, Director
Mitigation Division

Digitally signed by
LAURIE L BESTGEN
Date: 2026.09.03
15:23:12 -05'00'

Hazard Mitigation Grant Program Grant Agreement
Beatrice Voller Property Acquisition
DR-4786-DR-NE-0008

EXHIBIT C: FEMA Record of Environmental Consideration

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4786-0008-NE (1)

Title: Beatrice Voller Property Acquisition, Gage County

NEPA DETERMINATION

Non Compliant Flag: No	EA Draft Date:	EA Final Date:
EA Public Notice Date:	EA Fonsi Date:	Level: CATEX
EIS Notice of Intent Date:	EIS ROD Date:	

Comments: NSC-NEPA-1: City of Beatrice, Gage County, NE. 3635 W. Hoyt Rd. (GPS: 40.277327, -96.770622). CAT E. \$318,950.00. Work not started. Acquisition of one residential structure and associated outbuildings. - bfalvey1 - 11/14/2025 17:19:10 GMT
 NSC-NEPA-1: City of Beatrice, Gage County, NE. 3635 W. Hoyt Rd. (GPS: 40.277327, -96.770622). \$318,950.00. Acquisition and demolition of a 1930 residential structure and two associated outbuildings. - bfalvey1 - 11/18/2025 14:01:33 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n3	(*n3) Federal Assistance for Property Acquisition and Demolition. Federal assistance for the acquisition of properties and the associated demolition and removal when the acquisition is from a willing seller, the assistance is solely for the purposes of financial compensation for the acquisition, and the land is deed restricted to open space, recreational, wildlife habitat, or wetland uses in perpetuity. The CATEX does not apply to subsurface uses of acquired properties, or acquired properties with encumbrances or easements authorizing current or future subsurface uses that are not allowable and compatible with open space. This CATEX covers actions associated with the determination of program eligibility. This CATEX does not cover Federal assistance actions that involve acquisition for the purpose of construction or development at a site in the acquired property. The use of eminent domain is explicitly excluded from the CATEX.	Yes

EXTRAORDINARY CIRCUMSTANCES

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comments
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4786-0008-NE (1)

Title: Beatrice Voller Property Acquisition, Gage County

Environmental Law/ Executive Order	Status	Description	Comments
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	NSC-EO11988-8: Beatrice Voller Property Acquisition: Per Flood Insurance Rate Map (FIRM) panel number 31067C0294C effective, dated 6/18/2010; the project or portions(s) of the project are located within the 1% annual chance floodplain. The scope of work will have a beneficial effect of removing a structure from the Special Flood Hazard Area (SFHA). See attached document. - bfalvey1 - 11/14/2025 19:02:31 GMT
	Completed	Beneficial Effect on Floodplain Occupancy/Values - Review concluded	
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	NSC-EO11990-5: Beatrice Voller Property Acquisition: A review of the U.S. Fish and Wildlife Service's (USFWS) National Wetland Inventory (NWI) mapper, accessed on 11/13/2025, for the site indicates that the area is not located within, nor does it affect a designated wetland. - bfalvey1 - 11/14/2025 19:02:51 GMT
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	NSC-ESA-2: Per review of U.S. Fish and Wildlife Service's (USFWS) IPaC species list of threatened and endangered species, accessed on 11/13/2025, threatened or endangered species or critical habitat listed for this project site may be present in the project area. Based on the current scope of work to be completed acquisition of one residential property, FEMA has determined there will be no effect on species or adverse modification of critical habitat. See attached documentation. - bfalvey1 - 11/14/2025 17:21:45 GMT NSC-ESA-2: Per review of U.S. Fish and Wildlife Service's (USFWS) IPaC species list of threatened and endangered species, accessed on 11/17/2025, threatened or endangered species or critical habitat listed for this project site may be present in the project area. Based on the current scope of work to be completed acquisition and demolition of one residential property, FEMA has determined there will be no effect on species or adverse modification of critical habitat. See attached documentation. - bfalvey1 - 11/18/2025 14:04:50 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	NSC-MBTA-1: Although the project area is located in a flyway zone, the scope of work does not have the potential to take migratory birds and/or active nests. - bfalvey1 - 11/14/2025 17:

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4786-0008-NE (1)

Title: Beatrice Voller Property Acquisition, Gage County

Environmental Law/ Executive Order	Status	Description	Comments
			26:24 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NSC-NHPA-2: Pursuant to 36 CFR Part 800.3(a)(1) and Stipulation I.A.7.j. of the Nebraska Section 106 Programmatic Agreement 8/26/2015. - bfalvey1 - 11/14/2025 17:21:11 GMT NSC-NHPA-9: Per consultation letter dated 7/28/2025, a determination of No Historic Properties Affected was made. The NE SHPO concurred with this determination on 8/7/2025, see attached documentation. See conditions. - bfalvey1 - 11/18/2025 14:02:05 GMT NSC-NHPA-9: Per consultation letter dated 7/28/2025, a determination of No Historic Properties Affected was made. The NE SHPO concurred with this determination on 8/7/2025, see attached documentation. See conditions. - bfalvey1 - 11/18/2025 14:02:14 GMT
OTHER (enter specifics in comments)	Completed	Review concluded	National Emission Standards for Hazardous Air Pollutants (NESHAP): See condition. - bfalvey1 - 11/18/2025 14:08:52 GMT
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	NSC-RCRA-1: The applicant shall ensure that all waste is stored, transported, recycled, or disposed of in a manner that is compliant with all federal, state, and local solid waste facility and disposal rules and regulations. Verification of compliance will be required from the applicant at project closeout. See RCRA condition. - bfalvey1 - 11/18/2025 14:10:59 GMT
State Hazardous Materials and Solid Waste Laws	Completed	Review concluded	See conditions. - bfalvey1 - 11/18/2025 14:13:15 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Demolition and other ground disturbing activities shall be limited to within the immediate proximity of the buildings and structures and be performed in a manner minimizing disturbance to adjacent ground surfaces. There shall be no grading of previously undisturbed soil.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

23:39:05

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project ID: HMGP-4786-0008-NE (1)

Title: Beatrice Voller Property Acquisition, Gage County

If archaeological features (e.g., middens, refuse/storage pits, privies, wells, cisterns) or human remains are discovered during ground disturbing activities, work in the vicinity of the discovery will stop immediately and all reasonable measures will be taken to avoid or minimize harm to the discovery. The sub-applicant/sub-applicant's contractor will ensure that archaeological discoveries are secured in place, restrict access to the sensitive area, and take all reasonable measures to avoid or minimize harm to the finds. The sub-applicant shall immediately notify the applicant (state emergency management agency), which shall notify FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with OSA/SHPO, Tribes, and other consulting parties as necessary. - Care shall be required to avoid ruts when operating heavy equipment. Demolition shall be required to occur only on dry or frozen ground, or the use of heavy equipment mats shall be required.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: No

All borrow or fill material must come from pre-existing stockpiles or commercially procured material from an existing source. For any FEMA funded project requiring the use of a non-commercial source in whole or in part, regardless of cost, the Sub-applicant must notify FEMA and Applicant prior to extracting material. FEMA must review the source for compliance with all applicable federal environmental planning and historic preservation laws and executive orders prior to a Sub-applicant or its contractor commencing borrow extraction. Consultation and regulatory permitting may be required. Non-compliance with this requirement may jeopardize receipt of federal funding. Documentation of borrow sources utilized is required at closeout.

Source of condition: National Historic Preservation Act (NHPA)

Monitoring Required: Yes

Prior to demolition, sub-applicant must conduct inspection of buildings and structures for asbestos. If any asbestos containing material is found during construction, remediation, repair, or demolition activities, the Sub-applicant must comply with all federal, state, and local abatement and disposal requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Source of condition: OTHER (enter specifics in comments)

Monitoring Required: Yes

Unusable equipment, debris and material shall be disposed of in an approved manner and location. Prior to demolition, Sub-applicant must conduct inspection of buildings and structures for lead based paint and/or other potentially hazardous materials. In the event significant items (or evidence thereof) are discovered during implementation of the project, sub-applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste, or lead based paint in accordance with the requirements and to the satisfaction of the governing local, state and federal agencies. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: Yes

The Sub-applicant shall ensure that all demolition debris is disposed of in a manner consistent with State regulations. The Sub-applicant will provide locations of any temporary debris staging sites and the final debris disposal sites at closeout. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: Yes

In the event a well or cistern is discovered, the well/cistern must be plugged in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: Yes

Underground Storage Tanks (USTs) may be regulated under state and local requirements depending on what is or was stored in the UST and the USTs purpose. In the event underground storage tanks are identified, they must be managed in accordance with state and local requirements. Failure to comply with these conditions may jeopardize FEMA funding. Verification of compliance will be required at project closeout.

Source of condition: State Hazardous Materials and Solid Waste Laws

Monitoring Required: Yes

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Hazard Mitigation Grant Program Grant Agreement
Beatrice Voller Property Acquisition
DR-4786-DR-NE-0008

EXHIBIT D: Signed Authorized Representative Form

Nebraska Emergency Management Agency

Recovery Section Authorized Representative Designation

Applicant's Name (City, County, Government Agency, Tribe, Township, Village, NRD, PNP, PPD, FRF, SID, etc.)			
City of Beatrice, Nebraska			
Disaster/Grant #	Assistance Listing (AL) #	UEI # (from SAM.gov)	Tax ID #
DR-4786	97.039	SDA1U4LQJ5E9	47-6006092
Applicant's Fiscal Year Start			
October 1, 2025		2025	
Chief Elected Official	Authorized Representative	Fiscal Officer	
Robert Morgan	Taylor Rivera	Hannah Bell	
Mayor	City Attorney	Finance Director	
400 Ella Street	400 Ella Street	400 Ella Street	
Beatrice, Gage County, NE 68310	Beatrice, Gage County, NE 68310	Beatrice, Gage County, NE 68310	
402-228-5200	402-228-5200	402-228-5200	
402-228-2312	402-228-2312	402-228-2312	
Cell Phone Number (if applicable)	Cell Phone Number (if applicable)	Cell Phone Number (if applicable)	
bmorgan@beatrice.ne.gov	trivera@beatrice.ne.gov	hbelle@beatrice.ne.gov	

The above Authorized Representative is hereby authorized to execute and file any project application on behalf of this organization for the purpose of obtaining state and/or federal financial assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act or otherwise available. The designated Authorized Representative is authorized by the below Chief Elected Official to represent and act for this organization in all dealings with the State of Nebraska for all matters pertaining to this grant and will serve as the single point of contact.



 Signature of Chief Elected Official

8/25/2025

Date

Robert Morgan

Printed Name of Chief Elected Official

Mayor

Printed Title of Chief Elected Official

State of Nebraska
Hazard Mitigation Assistance Grant Programs
FFATA Reporting Form/Certification

Name of Applicant:	City of Beatrice, Nebraska				
Address:	400 Ella Street				
Mailing Address:	400 Ella Street				
City:	Beatrice	State:	NE	Zip+Four:	68310-3856
UEI Number:	SDA1U4LQJ5E9		Congressional District: 3		
Principal Place of Performance:	3635 West Hoyt Street				
City:	Beatrice	State:	NE	Zip+Four:	68310-6784
Award #:	DR-4786-NE-008		Subaward #:	DR-4786-NE-008	

Brief Project Description:

This proposed project is for purchase and demolition of one property with one single-family residential structure and two outbuildings(one detached garage and one pole utility building) on it which is located in the AE flood zone. The

If certain conditions are met, subrecipient must provide names and total compensation of subrecipient's top five highly compensated executives to the department. Please answer question #1 and follow the instructions. If directed to answer question 2, please answer question2 and follow instructions.

1. In Applicant's previous fiscal year, did subrecipient receive (a) 80 percent or more of subrecipient's annual gross revenues in U.S. federal contracts, subcontracts, and other federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; AND (b) \$25,000,000 or more in annual gross revenues from contracts, subcontracts, and other federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320?

NO

If yes, answer question 2 below.

If no, you are not required to complete question 2. Please sign and submit form.

2. Does the public have access to information about the compensation of subrecipient's senior executives through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (15USC 78(m)(a), 78o(d)), or section 6104 of the Internal Revenue Code of 1986?

If yes, you are not required to report names and compensation. Please sign and submit form.

If no, you are required to report names and compensation. Please fill out the remainder of this form.

Please provide the names and total compensation of the top five most highly compensated executives in the space below.

NOTE: Executive means officers, managing partners, or any other employees in management positions. Total compensation means the cash and noncash dollar value earned by the executive during the subrecipient preceding fiscal year and includes salary and bonus; awards of stock, stock options, and stock appreciation rights; earnings for services under non-equity incentive plans, change in pension value, above market earnings on deferred compensation which is not tax-qualified; and other compensation exceeding \$10,000 as defined in Appendix A to 2 CFR Part 170.

Name:	Tobias J. Tempelmeyer	Total Compensation:	\$	267,395.44
Name:	James A. Burroughs	Total Compensation:	\$	166,402.60
Name:	Jason L. Moore	Total Compensation:	\$	141,074.44
Name:	Matthew A. McConnell	Total Compensation:	\$	131,352.52
Name:	Jay D. Murphy	Total Compensation:	\$	116,151.36

Authorized Representative Signature

Date:

By signing, you certify that the information contained on this form is true and accurate.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">Mayor</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">City of Beatrice, Nebraska</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

SF-424D (Rev. 7-97) Back

**Nebraska Emergency Management
Hazard Mitigation Assistance Grant Programs
Risk Assessment**

Title: ☒ HMGP
☐ BRIC

CFDA Number 97.039
CFDA Number 97.047

APPLICANT ORGANIZATION INFORMATION

Applicant Organization Name: City of Beatrice, Nebraska

Federal Declaration/Grant Number: DR-4786-NE-0008

AUTHORITY

The purpose of this assessment is to evaluate the risk of the applicant organization. Limited program experience, results of previous audits, changes in personnel/systems and/or results of prior monitoring/site visit protocols may increase an applicant's degree of risk but will not preclude the applicant from becoming an applicant. The applicant's degree of risk may require additional monitoring during the grant period of performance, in accordance with 2 CFR, 200.331.

QUESTIONS

1. **How many prior Hazard Mitigation Program or similar federal grants has your organization managed during the last five (5) years?**
 - ☒ Three (3) or more grants
 - ☐ Two (2) grants
 - ☐ One (1) grant
 - ☐ Zero (0) grants
2. **What types of findings has your organization received in single audits during the past five (5) years?**
 - ☒ No significant findings
 - ☐ Some minor findings
 - ☐ Some moderate findings (corrective actions must be made)
 - ☐ Significant findings (funding must be returned)
3. **Have the personnel or systems in your organization used to manage grants changed during the past five (5) years?**
 - ☒ No significant changes
 - ☐ Some minor changes
 - ☐ Some moderate changes (personnel or systems)
 - ☐ Significant changes (personnel and systems)
4. **What types of findings has your organization received in monitoring or site visits during the past five (5) years?**
 - ☒ No significant findings
 - ☐ Some minor findings
 - ☐ Some moderate findings (corrective action must be made)
 - ☐ Significant findings (funding must be returned)

CERTIFICATION

I certify the information provided in this assessment is true and accurate, and that all occurrences of prior grant non-compliance have been disclosed.

Authorized Representative (Signature)

Robert Morgan

Authorized Representative (Printed)

Date

Mayor

Title

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

* APPLICANT'S ORGANIZATION

City of Beatrice, Nebraska

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: * First Name: Middle Name:
* Last Name: Suffix:
* Title:

* SIGNATURE:

* DATE:

RESOLUTION NUMBER _____

WHEREAS, 117-123 South 5th Street, LLC, a Nebraska limited liability company, and Kirnan Koenig, a single person (collectively, the “Borrower”), jointly entered into a Beatrice Downtown Revitalization Improvement Program Assumption Agreement, dated May 4, 2026, with the City of Beatrice, Nebraska (“City”); and

WHEREAS, on or about May 4, 2026, Borrower assumed all obligations of the original Loan Agreement, dated October 3, 2022 for a loan in the total of Ten Thousand Dollars (\$10,000.00) from the City as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and the City entered into an Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026; and

WHEREAS, the Deed of Trust dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska, commonly known as 117 South 5th Street (the “Property”); and

WHEREAS, on or about August 14, 2026, Borrower sold and conveyed title of the Property to Strategic Spaces, LLC, a Nebraska limited liability company; and

WHEREAS, Strategic Spaces, LLC and Kirnan Koenig, a single person (together,

“Purchaser”) desires to assume and agrees to assume the Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026; and

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 Assumption Agreement, Assumption of Personal Guaranty, and Assumption of Promissory Note by and between the City of Beatrice, Borrower, and Purchaser, wherein Purchaser agrees to assume the Borrower’s current indebtedness to the City, as evidenced by the Assumption Agreement dated May 4, 2026, as part of the Beatrice Downtown Revitalization Improvement Program.

SECTION 2. That the Mayor and City Clerk are hereby authorized to execute a new Deed of Trust between the City of Beatrice and Purchaser to secure the assumed loan, and any and all other documents necessary to effectuate the assumption of said loan.

SECTION 3. That the Assumption Agreement, dated May 4, 2026, shall be assumed by Purchaser.

SECTION 4. That the Assumption of Promissory Note dated May 4, 2026 and corresponding with the Assumption Agreement, dated May 4, 2026 shall be assumed by Purchaser shall be assumed by Purchaser.

SECTION 5. That the Assumption of Personal Guaranty dated May 4, 2026 and corresponding with the Assumption Agreement, dated May 4, 2026 shall be assumed by Purchaser.

SECTION 6. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

Attest:

Erin Saathoff, MMC, City Clerk

Mike McLain, 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 Assumption Agreement, dated May 4, 2026, entered into by the RELEASOR and 117-123 South 5th Street, LLC, a Nebraska limited liability company, and Kirnan Koenig, a single person, jointly, RELEASEE, the completion of which is hereby acknowledged, agrees to release and discharge the RELEASEE, RELEASEE's heirs, executors, administrators, and successors 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, and successors 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:

Assumption Agreement dated May 4, 2026;
Assumption of Promissory Note dated May 4, 2026;
Assumption of Personal Guaranty dated May 4, 2026; and
Deed of Trust dated May 4, 2026 and recorded on May 20, 2026
as Instrument No. 2026-1445 of the Public Records of the Register
of Deeds of Gage County, Nebraska

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 _____, 2026.

Attest:

City of Beatrice, RELEASOR

Erin Saathoff, MMC, City Clerk

Mike McLain, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

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

Notary Public

Space Above Reserved for Recording Information

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

REQUEST FOR RECONVEYANCE

The undersigned Beneficiaries request the Trustee to reconvey the real estate described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64),
Original Town of Beatrice, Gage County, Nebraska,

to the person or persons entitled thereto.

Mike McLain, Mayor
City of Beatrice, Nebraska, Beneficiary

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by Mike McLain, 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 Deed of Trust executed by 117-123 South 5th Street, LLC, a Nebraska limited liability company, and Kirnan Koenig, a single person, as Trustor to Taylor Rivera, an Attorney and Member in good standing with the Nebraska State Bar Association, as Trustee, for the benefit of City of Beatrice, Nebraska, a Municipal corporation, as Beneficiary, dated May 4, 2026, recorded in the office of the Gage County Register of Deeds on May 20, 2026, recorded as Instrument No. 2026-1445, 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 consideration of such payment and 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 Deeds of Trust in the following:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64),
Original Town of Beatrice, Gage County, Nebraska,

DATED: _____, 2026.

Taylor Rivera, Trustee

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on the _____ day of _____,
2026, by Taylor Rivera, as Trustee.

Notary Public

**BEATRICE DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM
ASSUMPTION AGREEMENT
21-DTR-004**

WHEREAS, DRS Properties & Investments, LLC, a Nebraska limited liability company, and Robert Taylor, a single person, jointly entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement, dated October 3, 2022, with the City of Beatrice, Nebraska (the "Lender"); and

WHEREAS, Borrower received a total of Ten Thousand Dollars (\$10,000.00) from Lender as part of the Beatrice Downtown Revitalization Improvement Program available by Lender through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, pursuant to the Beatrice Downtown Revitalization Improvement Program, Borrower and Lender entered into a Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, Personal Guaranty dated September 16, 2022, and Deed of Trust dated March 1, 2024 and recorded on March 1, 2024 as Instrument No. 2024-454 of the Public Records of the Register of Deeds of Gage County, Nebraska; and

WHEREAS, the Deed of Trust dated March 1, 2024, and recorded on March 1, 2024 as Instrument No. 2024-454 of the Public Records of the Register of Deeds of Gage County, Nebraska encumbers real estate legally described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska, commonly known as 117 South 5th Street (the "Property"); and

WHEREAS, on or about May 4, 2026, 117-123 South 5th Street, LLC, a Nebraska limited liability company ("Borrower") assumed the obligations under the Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, and Personal Guaranty dated September 16, 2022, and executed an Assumption Agreement, Assumption of Personal Promissory Note, Assumption of Personal Guaranty, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026 as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

WHEREAS, on or about August 14, 2026, Borrower sold and conveyed title of the Property to Strategic Spaces, LLC, a Nebraska limited liability company;

WHEREAS, Strategic Spaces, LLC and Kirnan Koenig, a single person (together, "Purchaser") desire to assume and agrees to assume the obligations set forth in the Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and

recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

WHEREAS, Kirnan Koenig is the owner of Strategic Spaces, LLC; and

WHEREAS, all parties agree that said Purchaser should be substituted for Borrower as party to said Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office; and

NOW, THEREFORE, for and in consideration of the mutual benefits hereby derived, Purchaser hereby agrees and assumes all rights and obligations of Borrower, as a party to said Loan Agreement dated October 3, 2022, Promissory Note dated September 16, 2022, Personal Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026, and Deed of Trust, dated May 4, 2026, and recorded on May 20, 2026, as Instrument No. 2026-1445 in the Gage County Register of Deeds Office.

Borrower represents and covenants the following:

Strategic Spaces, LLC is: (1) a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nebraska; (2) has the power to enter into this Agreement and to borrow.

The making and performance by Purchaser of this Assumption Agreement, and the execution and delivery of the Promissory Note in a form satisfactory to Lender (the "note" or "Promissory Note") and the Personal Guaranty will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Strategic Spaces, LLC or any provision of its Articles of Organization or Operating Agreement or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which Strategic Spaces, LLC is a party or by which it or its property may be bound or affected.

When this Agreement is executed by Purchaser and Lender, when the Note is executed and delivered by Purchaser, when the Personal Guaranty is executed and delivered by Purchaser, each such instrument will constitute the legal, valid, and binding obligation of Purchaser in accordance with its terms. Any security agreements and instruments, financing statements, deeds of trust, mortgages, personal guaranty, and other liens on chattel or real estate will constitute legal, valid and binding liens.

There are no legal actions, suits, or proceedings pending or, to the knowledge of Purchaser threatened against Purchaser before any court or administrative agency, which if

determined adversely to Purchaser would have a material adverse effect on the financial condition or business of Purchaser.

No authorization, consent or approval, or any formal exemption of any formal exemption of any Governmental body, regulatory authorities (federal, state, or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by Purchaser of this Agreement.

The Purchaser is not in default of any obligation, covenant, or condition contained in any bond, debenture, note, or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

The Purchaser has filed all tax returns which are required and has paid or made provision for the payment of all taxes which have or may become due pursuant to said returns or pursuant to any assessments levied against Purchaser or its personal or real property by any taxing agency, federal, state or local. No tax liability has been asserted by the Internal Revenue Service or other taxing agency, federal, state, or local for taxes materially in excess of those already provided for and Purchaser knows of no basis for any such deficiency assessment.

Purchaser certifies that there has been no adverse or material change since the date of the loan application in the financial condition, organization, operating, business prospects, fixed properties, or personnel of Purchaser.

The Purchaser further agrees to perform all of the obligations contained in the above-described Loan Agreement and in all other instruments executed by Borrower or to be executed by Purchaser in connection with said Agreement.

The undersigned agree that this Assumption Agreement releases Borrower from its obligation under the Loan Agreement attached hereto, and from its obligations to fulfill all the terms, conditions and provisions of all instruments in connection therewith.

This Assumption Agreement shall be binding upon the principals, their heirs, executors, administrators, successors and assigns.

THEREFORE, for and in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged by Lender, the undersigned Purchaser hereby assumes and agrees to pay the current indebtedness evidenced by the original notes and Deeds of Trust, and any modification thereto and perform all of the obligations provided for therein.

That in all other aspects, all terms and conditions of the original note shall remain in full force and effect and Lender hereby releases and discharges the original Borrower upon their personal obligation under this debt.

This Assumption by the Purchaser shall bind them, together with their successors and assigns and shall be enforced and construed according to the Laws of the State of Nebraska.

IN WITNESS WHEREOF, the parties have hereunto executed this instrument this ____ day of _____, 2026.

LENDER:
THE CITY OF BEATRICE,
NEBRASKA, a Municipal
Corporation

BY: _____
Mike McLain, ~~Acting~~ Mayor

BORROWER:
117-123 South 5th Street, LLC
a Nebraska limited liability company

BY: 
Kirnan Koenig, Member

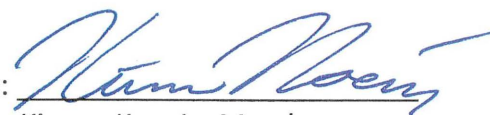
Attest:

Erin Saathoff, City Clerk

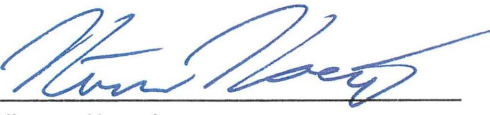
Kirnan Koenig, individually

BY: 
Kirnan Koenig

PURCHASER:
Strategic Spaces, LLC,
a Nebraska Limited Liability Company

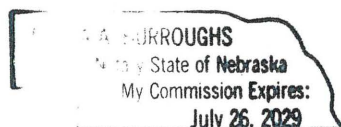
By: 
Kirnan Koenig, Member

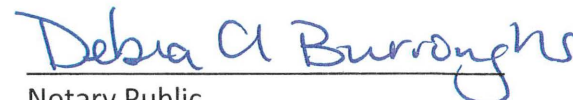
PURCHASER:
Kirnan Koenig, an Individual Person

BY: 
Kirnan Koenig

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

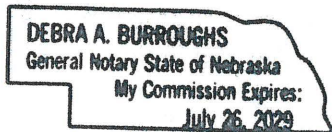
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of 117-123 South 5th Street, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.




Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

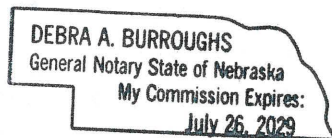
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

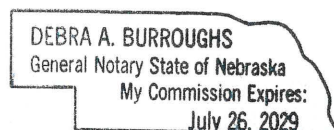
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of Strategic Spaces, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A Burroughs
Notary Public

STATE OF NEBRAKSA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

ASSUMPTION OF PERSONAL GUARANTY

Comes now, the undersigned, Kirnan Koenig, and accepts and assumes the obligations and liabilities of the Personal Guaranty dated May 4, 2026 provided by Kirnan Koenig to the City of Beatrice pursuant to the Beatrice Downtown Revitalization Improvement Program Assumption Agreement dated May 4, 2026, between 117-123 South 5th Street, LLC, Kirnan Koenig, and the City of Beatrice, Nebraska, all terms and conditions thereof, for Strategic Spaces, LLC, and Kirnan Koenig as though the same had been made, executed and delivered to the City of Beatrice, Nebraska.

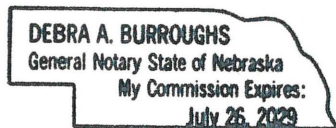
This Assumption of Personal Guaranty shall be binding upon the principal, his heirs, his personal representatives, successors, and assigns.

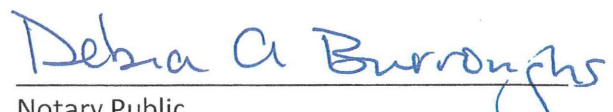
DATED this 30 day of September, 2026.


Kirnan Koenig

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.




Notary Public

ASSUMPTION OF PROMISSORY NOTE

WHEREAS, The City of Beatrice, a Municipal Corporation (hereinafter referred to as "Lender") entered into an Assumption Agreement dated May 4, 2026 with 117-123 South 5th Street, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person, (herein after jointly referred to as "Borrower"), for a loan in the amount of \$10,000.00 (the "Loan"); and,

WHEREAS, this loan is evidenced by an Assumption of Promissory Note executed by Borrower, dated May 4, 2026, and an Assumption of Personal Guaranty executed by Borrower, dated May 4, 2026, a copy of which is attached thereof and incorporated herein; and,

WHEREAS, Strategic Spaces, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person (hereinafter jointly referred to as "Assumptor") unconditionally assumes and agrees to undertake the obligations of 117-123 South 5th Street, LLC and Kirnan Koenig, a single person;

NOW, THEREFORE, in consideration of the consent of Lender to the aforesaid transfer to Assumptor, the Assumptor hereby agrees to perform all of the obligations of 117-123 South 5th Street, LLC and Kirnan Koenig contained in the above Assumption of Promissory Note dated May 4, 2026, and in all other instruments executed by 117-123 South 5th Street, LLC and Kirnan Koenig or to be executed by the Assumptor in connection with the Loan, including but not limited to the above described documents, as though the same had been made, executed and delivered by Assumptor instead of 117-123 South 5th Street, LLC and Kirnan Koenig.

This Assumption of Promissory Note shall be binding upon the principals, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and caused this instrument to be executed this 5 day of October, 2026.

PURCHASER:

Strategic Spaces, LLC,
a Nebraska Limited Liability Company

BY: 
Kirnan Koenig, Member


Kirnan Koenig, Individually

CONSENT

The undersigned; 117-123 South 5th Street, LLC and Kirnan Koenig, hereby consent to this Assumption of Promissory Note.

BORROWER:

117-123 South 5th Street, LLC
a Nebraska limited liability company

BY: 
Kirnan Koenig, Member

Kirnan Koenig, individually

BY: 
Kirnan Koenig

APPROVAL

The above assumption and transfer of liability from 117-123 South 5th Street, LLC and Kirnan Koenig to Strategic Spaces, LLC, a Nebraska limited liability company and Kirnan Koenig, a single person, is approved and accepted.

City of Beatrice, Nebraska
A Municipal Corporation

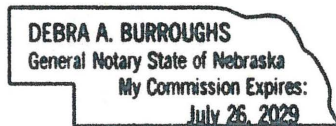
By: _____
Mike McLain, Acting Mayor

Attest:

Erin Saathoff, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

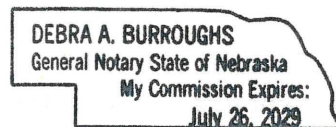
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of 117-123 South 5th Street, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

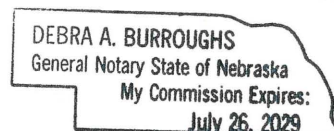
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

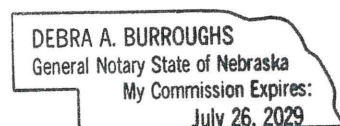
The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, as Member of Strategic Spaces, LLC, a Nebraska limited liability company, to be his voluntary act and deed on behalf of the company.



Debra A Burroughs
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, to be his voluntary act and deed.



Debra A Burroughs
Notary Public

Space Above Reserved for Recording Information

Return to:

Taylor Rivera
City of Beatrice
400 Ella Street
Beatrice, NE 68310

DEED OF TRUST

THIS DEED OF TRUST is made on this 5th day of October, 2026.

The Trustor is Strategic Spaces, LLC, a Nebraska limited liability company, herein the Borrower.

The Trustee is Taylor Rivera, an Attorney licensed to practice law in the State of Nebraska.

The Beneficiary is City of Beatrice, Nebraska, a Municipal Corporation, a/k/a Lender.

Beneficiary's address is 400 Ella Street, Beatrice, Nebraska 68310.

Borrower irrevocably conveys to Trustee, with power of sale, the following:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64),
Original Town of Beatrice, Gage County, Nebraska, commonly known as 117
South 5th Street,

Together with all the rents and profits therefrom and subject to easements and restrictions of record, if any.

Borrower owes Lender Ten Thousand Dollars (\$10,000.00), evidenced by an Assumption Agreement, Assumption of Promissory Note, and Assumption of Personal Guaranty dated October 5, 2026, payable according to the terms thereof.

This Security Instrument secures to Lender the Debt evidenced by said agreements, the payment of all other sums, with interest, advanced under the provisions hereafter to protect the security and the performance of Borrower's covenants and agreements.

Borrower covenants that Borrower is lawfully seised of such real estate and has the legal power and lawful authority to convey the same and warrants and will defend title to the real estate against the claims of all persons.

BORROWER AND LENDER AGREE AS FOLLOWS:

1. Borrower shall pay when due, the principal and interest as provided in said note.
2. All payments received by Lender shall be first applied to advances which may have been made by Lender and then to interest due and last to principal due.
3. Borrower shall pay all general real estate taxes and special assessments against the property before the same become delinquent.
4. Paragraph omitted.
5. Borrower shall keep the improvements on said premises insured against loss by fire and hazards included within the term "extended coverage" for their insurable value and policies for the same shall include a standard mortgage clause showing Lender herein. In event of loss, Lender may make proof of loss if not promptly made by Borrower.

Insurance proceeds shall be applied to restoration or repair of the property damaged, unless both parties otherwise agree, except if restoration or repair is not economically feasible or Lender's security is not lessened, otherwise said proceeds shall be paid on the debt herein, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any payments or proceeds from insurance shall not extend or postpone the due date of the monthly payments provided in said note, or change the amount of the payments.

6. If Borrower fails to perform the covenants and agreements herein contained, Lender may do and pay for whatever is necessary to protect the value of the property and Lender's rights in the property, including the paying of any sum secured by a lien which has priority over this security instrument, appearing in Court, paying reasonable attorney fees and entering the property to make repairs. Any amount disbursed by Lender under this paragraph shall become an additional debt of Borrower secured in this security instrument, to bear interest from the date of disbursement and said amount, together with the then unpaid principal amount, shall bear interest at the highest lawful rate until refunded by Borrower.

7. The proceeds of any condemnation award are hereby assigned and shall be paid to Lender and shall be applied to the sums secured by this security instrument, whether or not then due, with any excess paid to Borrower.

8. Any extensions or modifications of the loan granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Any notice to Borrower provided for in this security instrument shall be given by delivering it or by mailing it by first class mail unless Nebraska Law requires use of another method, at the Borrower's last known address.

10. This security instrument and the note which it secures shall be governed by Nebraska Law.

11. Lender shall give notice to Borrower following Borrower's breach of any covenant or agreement in this security agreement and the note which it secures. This notice shall specify (a) the default, (b) the action required to cure the default, (c) a date not less than 30 days from the date the notice is given to Borrower by which the default must be cured, and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sum secured by this security agreement and resale of the property. The notice shall further inform Borrower of the right to reinstate, after acceleration, and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If default is not cured, on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security agreement without further demand and may invoke the power of sale and any other remedies permitted by Nebraska Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including but not limited to reasonable attorney fees and costs of title evidence.

12. If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the property is located and shall mail copies of such notice in the manner prescribed by Nebraska law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Nebraska law. Trustee, without demand on Borrower, shall sell the property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's Deed conveying the property. The recitals in the Trustee's Deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of sale in the following order: (a) to all expenses of the sale including, but not limited to, Trustee's fees as permitted by Nebraska law and reasonable attorney fees; (b) to all sums secured by this security agreement; and (c) any excess to the person or persons legally entitled to it.

13. Upon acceleration under Paragraph 12 or abandonment of the property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the property and to collect the rents of the property, including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the property and collection of rents including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney fees, and then to the sums secured by this security instrument.

14. Upon payment of all sums as herein provided, Lender shall direct Trustee to reconvey the property and shall surrender this security instrument and the note secured. Trustee shall reconvey the property without warranty and without charge to the person legally entitled to it.

15. Lender, at its option, may from time to time remove Trustee and appoint a successor Trustee by an instrument recorded in the county in which this security instrument is recorded. Without conveyance of this property, the successor Trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Nebraska law.

16. Borrower requests that copies of all notices provided herein be sent to Borrower's address which is:

Kirnan Koenig, 6235 Benjamin Place, Lincoln, NE 68516.

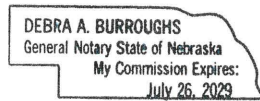
IN WITNESS WHEREOF the Borrower has signed this agreement.



Kirnan Koenig, Member
Strategic Spaces, LLC, Trustor

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 30 day of September, 2026 by Kirnan Koenig, Member of Strategic Spaces, LLC, to be his voluntary act and deed on behalf of said limited liability company.



Notary Public

RESOLUTION NUMBER _____

WHEREAS, Strategic Spaces, LLC, a Nebraska limited liability company, and Kirnan Koenig, a single person (jointly and severally, "Borrower") has agreed to assume all obligations set forth in the Assumption Agreement dated May 4, 2026, Assumption of Promissory Note dated May 4, 2026, and Assumption of Personal Guaranty dated May 4, 2026 for a loan through the Beatrice Downtown Revitalization Improvement Program through a Community Development Block Grant from the Nebraska Department of Economic Development, Grant 21-DTR-004; and

WHEREAS, to secure said loan, Strategic Spaces, LLC has agreed to file a Deed of Trust encumbering real estate legally described as follows:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska, commonly known as 117 South 5th Street (the "Property"); and

WHEREAS, Borrower has applied for and has been approved by Farmers and Merchants Bank of Ashland for a loan in the amount of Four Hundred Twenty-Eight Thousand Dollars (\$428,000.00); and

WHEREAS, Farmers and Merchants Bank of Ashland has requested that the City subordinate the City's security interests to the Farmers and Merchants Bank of Ashland Loan; and

WHEREAS, the Mayor and City Council desire to execute a Subordination Agreement to subordinate its security interests to the Farmers and Merchants Bank of Ashland Loan.

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

SECTION 1. That the Mayor and the City Clerk be authorized to execute a Subordination

Agreement, attached hereto as Exhibit "A", and incorporated by this reference, to subordinate the security interests of the City to the Farmers and Merchants Bank of Ashland Loan, and to execute all documents in accordance with the provisions of the same as outlined herein.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

Exhibit "A"

Space Above Reserved for Recording Information

Return To:
Farmers and Merchants Bank of Ashland
P O Box 217, 1501 Silver St
Ashland, NE 68003

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, City of Beatrice, Nebraska, Beneficiary, a Municipal Corporation, for valuable consideration paid by Strategic Spaces, LLC, a Nebraska Limited Liability Company, does hereby subordinate the Deed of Trust executed by Strategic Spaces, LLC, a Nebraska Limited Liability Company, in the amount of \$10,000.00 and filed as Instrument Number _____ or in Book Number _____ on Page Number _____ on October, 2026, in the Office of the Register of Deeds of GAGE County, NE, and does hereby declare the Deed of Trust to be subject to junior and inferior, to the Deed of Trust lien of Farmers and Merchants Bank of Ashland being the Deed of Trust executed by Strategic Spaces, LLC, a Nebraska Limited Liability Company, in the amount of \$428,000 and filed as Instrument Number _____ or in Book Number _____ on Page Number _____ on October, 2026 in the Office of the Register of Deeds of GAGE County, NE.

And the undersigned, City of Beatrice, Nebraska, Beneficiary, a Municipal Corporation, does hereby acknowledge and declare that any lien which it may have or claim upon the real estate described as:

The South 103.56 feet of Lots Eleven (11) and Twelve (12), Block Sixty-Four (64), Original Town of Beatrice, Gage County, Nebraska commonly known as 117-123 South 5th Street, Beatrice NE 68310

under the virtue of said Deed of Trust recorded in the Office of the Register of Deeds of Gage County, NE, as Instrument Number _____ or in Book Number _____ on Page Number _____, shall be and remain at all times subject, junior and inferior in lien to the lien of Farmers and Merchants Bank of Ashland which said deed of trust of Farmers and Merchants Bank of Ashland shall be at all times prior, superior and paramount in lien upon the above described real estate over any lien or claim of the lien of the undersigned. It is the intent of City of Beatrice, Nebraska, to subordinate its lien only to the parcel set forth and only in the amount above, but is not as to any other property described in mortgage or deed of trust Instrument Number _____ or in Book Number _____ on Page Number _____. Any further or additional advances made by Strategic Space, LLC, pursuant to its deed of trust, should it be of an open end nature, on said real estate shall be subject and inferior to the said deed of trust of Farmers and Merchants Bank of Ashland.

IN WITNESS WHEREOF, the undersigned Michael McLain, Mayor of City of Beatrice Nebraska, has caused these presents to be duly executed by duly authorized officers and its Corporate Seal to be hereunto affixed this _____ day of October, 2026.

STATE OF NEBRASKA	)	<u>City of Beatrice Nebraska</u>
	) SS	
COUNTY OF GAGE	)	By: _____
		By: Michael McLain, Mayor

On this _____ day of October, 2026 before the undersigned Notary Public in and for said County and State, personally came Michael McLain to me personally known to be the Mayor of The City of Beatrice Nebraska and the identical person who signed and executed the foregoing instrument on its behalf; and he acknowledged the execution of the foregoing instrument to be his voluntary act and deed and to be the voluntary act and deed of said Michael McLain, Mayor of City of Beatrice Nebraska and that its Corporate Seal was thereunto affixed by lawful authority.

IN WITNESS WHEREOF, I hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public

My commission expires _____

RESOLUTION NUMBER _____

A resolution authorizing the City Attorney and Finance Director to enter into a Grant Agreement with the U.S. Department of Justice (Grant No. 15JCOPS-26-GG-00472-TECP), to grant funds to the City for the purpose of acquiring technology and equipment for the Beatrice Police Department.

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

SECTION 1. That the City Attorney and Finance Director are hereby authorized to execute the Grant Agreement with the U.S. Department of Justice (Grant No. 15JCOPS-26-GG-00472-TECP), to grant funds to the City for the purpose of acquiring technology and equipment for the Beatrice Police Department. A copy of the said Grant Agreement, marked as Exhibit "A", is attached hereto and incorporated by reference.

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

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

Attest:

Erin Saathoff, MMC, City Clerk

Michael McLain, Mayor

Exhibit "A"



Department of Justice (DOJ)

Office of Community Oriented Policing Services (COPS
Office)

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF BEATRICE 400 ELLA ST
City, State and Zip:	BEATRICE, NE 68310
Recipient UEI:	SDA1U4LQJ5E9
Project Title: Southeast Communications 911 Center Equipment Upgrades	Award Number: 15JCOPS-26-GG-00472-TECP
Solicitation Title: FY26 COPS Technology and Equipment Program	
Federal Award Amount: \$782,000.00	Federal Award Date: 9/25/26
Awarding Agency:	Office of Community Oriented Policing Services
Award Type:	Initial
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.710 - Public Safety Partnership and Community Policing Grants	
Project Period Start Date: 1/23/26	Project Period End Date: 1/31/28
Budget Period Start Date: 1/23/26	Budget Period End Date: 1/31/28
Project Description: The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.	

Award Letter

September 25, 2026

Dear Taylor Rivera,

On behalf of the Attorney General, it is my pleasure to inform you the Office of Community Oriented Policing Services (the COPS Office) has approved the application submitted by CITY OF BEATRICE for an award under the funding opportunity entitled 2026 FY26 COPS Technology and Equipment Program. The approved award amount is \$782,000. Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the

award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by the COPS Office, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Cory D. Randolph
COPS Office Deputy Director

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@oip.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

UEI

SDA1U4LQJ5E9

ORI Number

Street 1

400 ELLA ST

Street 2

City

BEATRICE

State/U.S. Territory

Nebraska

Zip/Postal Code

68310

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/25/26

Award Type

Initial

Award Number

15JCOPS-26-GG-00472-TECP

Supplement Number

00

Federal Award Amount

\$782,000.00

Funding Instrument Type

Grant

Assistance Listing

Number

16.710

Assistance Listings Program Title

Public Safety Partnership and Community Policing Grants

Statutory Authority

Omnibus Crime Control and Safe Streets Act of 1968, as amended, and the Violent Crime Control and Law Enforcement Act of 1994, Title I, Part Q, Public Law 103-322, 34 U.S.C. § 10381 et seq.

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2026 FY26 COPS Technology and Equipment Program

Awarding Agency

COPS

Application Number

GRANT14689176

Grant Manager Name

Andrea Little

Phone Number

202-532-5606

E-mail Address

andrea.little2@usdoj.gov

Project Title

Southeast Communications 911 Center Equipment Upgrades

Performance Period Start**Date**

01/23/2026

Performance Period End Date

01/31/2028

Budget Period Start Date

01/23/2026

Budget Period End Date

01/31/2028

Project Description

The FY26 Technology and Equipment Program (TEP) provides funding to state, territorial, local, Tribal, and other entities designated under the heading Community Oriented Policing Services, Technology and Equipment Community Projects / COPS Law Enforcement Technology and Equipment in the Congressional Joint Explanatory Statement – Division C, which is incorporated by reference into Public Law 119-74, to develop and acquire effective law enforcement equipment, technologies and interoperable communications that assist in responding to and preventing crime and expand the implementation of community policing. Equipment funded under this program should meet any applicable requirements of the National Institute of Standards and Technology's Office of Law Enforcement Standards.

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

A financial analysis of budgeted costs has been completed. All costs listed in the approved budget below were programmatically approved based on the final proposed detailed budget and budget narratives submitted by your agency to the COPS Office. Any adjustments or edits to the proposed budget are explained below.

Budget Clearance Date: 8/20/26 9:00 PM

Budget Summary

Budget Category	Proposed Budget	Change	Approved Budget	Percentages
Sworn Officer Positions:	\$0	\$0	\$0	
Civilian or Non-Sworn Personnel:	\$0	\$0	\$0	
Travel:	\$0	\$0	\$0	
Equipment:	\$749,000	\$0	\$749,000	

Supplies:	\$0	\$0	\$0	
SubAwards:	\$0	\$0	\$0	
Procurement Contracts:	\$0	\$0	\$0	
Other Costs:	\$33,000	\$0	\$33,000	
Total Direct Costs:	\$782,000	\$0	\$782,000	
Indirect Costs:	\$0	\$0	\$0	
Total Project Costs:	\$782,000	\$0	\$782,000	
Federal Funds:	\$782,000	\$0	\$782,000	100.00%
Match Amount:	\$0	\$0	\$0	0.00%
Program Income:	\$0	\$0	\$0	0.00%

[] I have read and understand the information presented in this section of the Federal Award Instrument.

Other Award Documents

No other award documents have been added.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1

Restrictions on Internal Confidentiality Agreements: No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts the lawful reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. Consolidated Appropriations Act, 2026, Public Law 119-75, Division E, Title VII, Section 742.

Condition 2

Compliance with 8 U.S.C. § 1373: Authority to obligate or expend contingent on compliance with this condition. State or local government entity recipients of this award, and any subrecipient of this award at any tier that is an entity of a State or of a unit of local government, must comply with 8 U.S.C. §1373, which provides that such entities may not prohibit, or in any way restrict, any government entity or official from sending to, receiving from, maintaining, or exchanging information regarding citizenship or immigration status, lawful or unlawful, of any individual with components of the U.S. Department of Homeland Security or any other federal, state or local government entity. This includes any prohibitions or restrictions imposed or established by a State or local government entity or official.

Any obligations or expenditures of a recipient or subrecipient that are impermissible under this condition shall be unallowable costs for purposes of this award.

References to the Immigration and Naturalization Service in 8 U.S.C. 1373 are to be read, as a legal matter, as references to components of the U.S. Department of Homeland Security.

Condition 3

Federal Civil Rights and Nondiscrimination Laws (certification): The recipient agrees that its compliance with all applicable Federal civil rights and nondiscrimination laws is material to the government's decision to make this award and any payment thereunder, including for purposes of the False Claims Act (31 U.S.C. 3729-3730 and 3801-3812), and, by accepting this award, certifies that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

Condition 4

Federal Laws, Presidential Memoranda, and Executive Orders: Recipients of grant funding must comply with all applicable federal laws and Presidential Memoranda and all Executive Orders by the President.

Condition 5

Award Monitoring Activities: Federal law requires that recipients receiving federal funding from the COPS Office must be monitored to ensure compliance with their award conditions and other applicable statutes and regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of award implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Award monitoring activities conducted by the COPS Office include site visits, enhanced office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Office award recipient, you agree to cooperate with and respond to any requests for information pertaining to your award. This includes all financial records, such as general accounting ledgers and all supporting documents. All information pertinent to the implementation of the award is subject to agency review throughout the life of the award, during the close-out process and for three-years after the submission of the final expenditure report. 2 C.F.R. §§ 200.334 and 200.337, and, as applicable, 34 U.S.C. § 10385(a).

Condition 6

Authorized Representative Responsibility: The recipient understands that, in accepting this award, the Authorized Representatives declare and certify, among other things, that they possess the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accept (or adopt) all material requirements throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 7

Contract Provision: All contracts made by the award recipients under the federal award must contain the provisions required under 2 C.F.R. Part 200, Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. Please see appendices in the Award Owner's Manual for a full text of the contract provisions.

Condition 8

Award Owner's Manual: The recipient agrees to comply with the terms and conditions in the applicable award year COPS Office Program Award Owner's Manual; DOJ Grants Financial Guide; COPS Office statute (34 U.S.C. § 10381, et seq.) as applicable; Students, Teachers, and Officers Preventing (STOP) School Violence Act of 2018 (34 U.S.C. § 10551, et seq.) as applicable; the requirements of 2 C.F.R. Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subsequent changes, as adopted by the U.S. Department of Justice in 2 C.F.R. § 2800.101; 48 C.F.R. Part 31 (FAR Part 31) as applicable (Contract Cost Principles and Procedures); the Cooperative Agreement as applicable; representations made in the application; and all other applicable program requirements, laws, orders, regulations, or circulars.

Failure to comply with one or more award requirements may result in remedial action including, but not limited to, withholding award funds, disallowing costs, suspending, or terminating the award, or other legal action as appropriate.

Should any provision of a condition of this award be held to be invalid or unenforceable by its terms, then that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law (to any person or circumstance) under this award. Should it be held, instead, that a condition (or a provision thereof) is of utter invalidity or unenforceability, such condition (or such provision) shall be deemed severable from this award.

Condition 9

Federal Civil Rights: The recipient and any subrecipient must comply with applicable federal civil rights and nondiscrimination statutes and regulations including: Section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), as implemented in Subparts C and D of 28 C.F.R. Part 42; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as implemented in Subpart G of 28 C.F.R. Part 42; section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681), as implemented in Subpart D of 28 C.F.R. Parts 42 and 54; section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102), as implemented in Subpart I of 28 C.F.R. Part 42; and section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)), as implemented in Subpart D of 28 C.F.R. Part 42. In addition to applicable federal statutes and regulations that pertain to civil rights and nondiscrimination, the recipient and any subrecipient must comply with the requirements in 28 C.F.R. Parts 22 (Confidentiality of Identifiable Research and Statistical Information); 28 C.F.R. Part 23 (Criminal Intelligence Systems Operating Policies); 28 C.F.R. Part 38 (Partnerships with Faith-Based and Other Neighborhood Organizations); and 28 C.F.R. Part 46 (Protection of Human Subjects). For an overview of the civil rights laws and nondiscrimination requirements in connection with your award, please see <https://www.ojp.gov/program/civil-rights/overview>.

Condition 10

Duplicative Funding: The recipient understands and agrees to notify the COPS Office if it receives, from any other source, funding for the same item or service also funded under this award.

Condition 11

Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and COPS Office authority to terminate award): The recipient and subrecipient agree to comply with the following requirements of 2 C.F.R. Part 175, Appendix A to Part 175 – Award Term:

I. Trafficking in Persons

(a) Provisions applicable to a recipient that is a private entity. (1) Under this award, the recipient, its employees, subrecipients under this award, and subrecipient's employees must not engage in:

(i) Severe forms of trafficking in persons;

(ii) The procurement of a commercial sex act during the period of time that this award or any subaward is in effect;

(iii) The use of forced labor in the performance of this award or any subaward; or

(iv) Acts that directly support or advance trafficking in persons, including the following acts:

(A) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

(B) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

(1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant or cooperative agreement; or

(2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;

(C) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

(D) Charging recruited employees a placement or recruitment fee; or

(E) Providing or arranging housing that fails to meet the host country's housing and safety standards.

(2) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if any private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

(b) Provision applicable to a recipient other than a private entity. (1) The Federal agency may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. 7104b(c), without penalty, if a subrecipient that is a private entity under this award:

(i) Is determined to have violated a prohibition in paragraph (a)(1) of this

appendix; or

(ii) Has an employee that is determined to have violated a prohibition in paragraph

(a)(1) of this appendix through conduct that is either:

(A) Associated with the performance under this award; or

(B) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by 2 C.F.R. Part 2867.

(c) Provisions applicable to any recipient.

(1) The recipient must inform the Federal agency and the Inspector General of the Federal agency immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this appendix.

(2) The Federal agency's right to unilaterally terminate this award as described in paragraphs (a)(2) or (b)(1) of this appendix:

(i) Implements the requirements of 22 U.S.C. 78, and

(ii) Is in addition to all other remedies for noncompliance that are available to the Federal agency under this award.

(3) The recipient must include the requirements of paragraph (a)(1) of this award term in any subaward it makes to a private entity.

(4) If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

(d) Definitions. For purposes of this award term:

Employee means either:

(1) An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

Private Entity means any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

Condition 12

Termination: Recipient understands and agrees that the COPS Office may terminate funding, in whole or in part, for the following reasons:

(1) When the recipient fails to comply with the terms and conditions of a Federal award.

(2) When the recipient agrees to the termination and termination conditions.

(3) When the recipient provides the COPS Office written notification requesting termination including the reasons, effective date, and the portion of the award to be terminated. The COPS Office may terminate the entire award if the remaining portion will not accomplish the purposes of the award.

(4) Pursuant to any other award terms and conditions, including, when an award no longer effectuates the program goals or agency priorities to the extent such termination is authorized by law.

2. C.F.R. § 200.340.

Condition 13

Recipient Integrity and Performance Matters: For awards over \$500,000, the recipient agrees to comply with the following requirements of 2 C.F.R. Part 200, Appendix XII to Part 200 – Award Term and Condition for Recipient Integrity and Performance Matters:

I. Reporting of Matters Related to Recipient Integrity and Performance

(a) General Reporting Requirement.

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (SAM.gov), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in

responsibility/qualification records in SAM.gov on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) Proceedings About Which You Must Report.

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) Reporting Procedures. Enter the required information in SAM.gov for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in SAM.gov because you were required to do so under Federal procurement contracts that you were awarded.

(d) Reporting Frequency. During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in SAM.gov for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) Definitions. For purposes of this award term—

Administrative proceeding means a nonjudicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere. Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

Condition 14

Reporting Subawards and Executive Compensation: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 170, Appendix A to Part 170 – Award Term:

I. Reporting Subawards and Executive Compensation

(a) Reporting of first-tier subawards—(1) Applicability. Unless the recipient is exempt as provided in paragraph (d) of this award term, the recipient must report each subaward that equals or exceeds \$30,000 in Federal funds for a subaward to an entity or Federal agency. The recipient must also report a subaward if a modification increases the Federal funding to an amount that equals or exceeds \$30,000. All reported subawards should reflect the total amount of the subaward.

(2) Reporting Requirements. (i) The entity or Federal agency must report each subaward described in paragraph (a)(1) of this award term to the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov>.

(ii) For subaward information, report no later than the end of the month following the month in which the subaward was issued. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(b) Reporting total compensation of recipient executives for entities—(1) Applicability. The recipient must report the total compensation for each of the recipient's five most highly compensated executives for the preceding completed fiscal year if:

(i) The total Federal funding authorized to date under this Federal award equals or

exceeds \$30,000;

(ii) in the preceding fiscal year, the recipient received:

(A) 80 percent or more of the recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. The recipient must report executive total compensation described in paragraph (b)(1) of this appendix:

(i) As part of the recipient's registration profile at <https://www.sam.gov>.

(ii) No later than the month following the month in which this Federal award is made, and annually after that. (For example, if this Federal award was made on November 7, 2025, the executive total compensation must be reported by no later than December 31, 2025.)

(c) Reporting of total compensation of subrecipient executives—(1) Applicability. Unless a first-tier subrecipient is exempt as provided in paragraph (d) of this appendix, the recipient must report the executive total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(i) The total Federal funding authorized to date under the subaward equals or exceeds \$30,000;

(ii) In the subrecipient's preceding fiscal year, the subrecipient received:

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts

(and subcontracts) and Federal awards (and subawards) subject to the Transparency Act; and,

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see

the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) Reporting Requirements. Subrecipients must report to the recipient their executive total compensation described in paragraph

(c)(1) of this appendix. The recipient is required to submit this information to the

Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS) at <http://www.fsrs.gov> no later than the end of the month following the month in which the subaward was made. (For example, if the subaward was made on November 7, 2025, the subaward must be reported by no later than December 31, 2025).

(d) Exemptions. (1) A recipient with gross income under \$300,000 in the previous tax year is exempt from the requirements to report:

(i) Subawards, and

(ii) The total compensation of the five most highly compensated executives of any subrecipient.

(e) Definitions. For purposes of this award term:

Entity includes:

(1) Whether for profit or nonprofit:

(i) A corporation;

(ii) An association;

(iii) A partnership;

(iv) A limited liability company;

(v) A limited liability partnership;

(vi) A sole proprietorship;

(vii) Any other legal business entity;

(viii) Another grantee or contractor that is not excluded by subparagraph (2); and

(ix) Any State or locality;

(2) Does not include:

(i) An individual recipient of Federal financial assistance; or

(ii) A Federal employee.

Executive means an officer, managing partner, or any other employee holding a management position.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Total Compensation means the cash and noncash dollar value an executive earns during an entity's preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).

Condition 15

Assurances and Certifications: The recipient acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its application.

Condition 16

Conflict of Interest: Recipients and subrecipients must disclose in writing to the COPS Office or pass-through entity, as applicable, any potential conflict of interest affecting the awarded federal funding in 2 C.F.R. § 200.112.

Condition 17

Debarment and Suspension: The recipient agrees not to award federal funds under this program to any party which is debarred or suspended from participation in federal assistance programs. 2 C.F.R. Part 180 (Government-wide Nonprocurement Debarment and Suspension) and 2 C.F.R. Part 2867 (DOJ Nonprocurement Debarment and Suspension).

Condition 18

Equal Employment Opportunity Plan (EEOP): Please see the Office for Civil Rights website <https://www.ojp.gov/eeop>-notice for current information on the recipient's responsibilities related to the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan.

Condition 19

Employment Eligibility: The recipient agrees to complete and keep on file, as appropriate, the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States. Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603.

Condition 20

Enhancement of Contractor Protection from Retaliation for Disclosure of Certain Information: Recipients and subrecipients agree not to discharge, demote, or otherwise discriminate against an employee as retaliation for the employee disclosing information that he or she reasonably believes is evidence of gross mismanagement of a federal contract or award, a gross waste of federal funds, an abuse of authority relating to a federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award. Recipients and subrecipients also agree to provide to their employees in writing (in the predominant native language of the workforce) of the rights and remedies provided in 41 U.S.C. § 4712. Please see appendices in the Award Owner's Manual for a full text of the statute.

Condition 21

False Statements: False statements or claims made in connection with COPS Office awards may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law. 31 U.S.C. § 3729-3733.

Condition 22

Mandatory Disclosure: Recipients and subrecipients must timely disclose in writing to the Federal awarding agency or pass-through entity, as applicable, all federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded federal funding. Recipients that receive an award over \$500,000 must also report certain civil, criminal, or administrative proceedings in SAM and are required to comply with the Term and Condition for Recipient Integrity and Performance Matters as set out in 2 C.F.R. Part 200, Appendix XII to Part 200. Failure to make required disclosures can result in any of the remedies, including suspension and debarment, described in 2 C.F.R. § 200.339. 2 C.F.R. § 200.113.

Condition 23

Reports/Performance Goals: To assist the COPS Office in monitoring and tracking the performance of your award, your agency will be responsible for submitting semi-annual programmatic performance reports that describe project activities during the reporting period and quarterly Federal Financial Reports using Standard Form 425 (SF-425). 2 C.F.R. §§ 200.328 - 200.329. The performance report is used to track your agency's progress in implementing the award, and, as applicable, community policing strategies including gauging the effectiveness of your agency's community policing capacity. The Federal Financial Report is used to track the expenditures of the recipient's award funds on a cumulative basis throughout the life of the award.

Condition 24

System for Award Management (SAM.gov) and Universal Identifier Requirements: The recipient agrees to comply with the following requirements of 2 C.F.R. Part 25, Appendix A to Part 25 – Award Term:

I. System for Award Management (SAM.gov) and Universal Identifier Requirements

(a) Requirement for System for Award Management. (1) Unless exempt from this requirement under 2 CFR 25.110, the recipient must maintain a current and active registration in SAM.gov. The recipient's registration must always be current and active until the recipient submits all final reports required under this Federal award or receives the final payment, whichever is later. The recipient must review and update its information in SAM.gov at least annually from the date of its initial registration or any subsequent updates to ensure it is current, accurate, and complete. If applicable, this includes identifying the recipient's immediate and highest-level owner and subsidiaries and providing information about the recipient's predecessors that have received a Federal award or contract within the last three years.

(b) Requirement for Unique Entity Identifier (UEI). (1) If the recipient is authorized to make subawards under this Federal award, the recipient:

(i) Must notify potential subrecipients that no entity may receive a subaward until the entity has provided its UEI to the recipient.

(ii) Must not make a subaward to an entity unless the entity has provided its UEI to the recipient. Subrecipients are not required to complete full registration in SAM.gov to obtain a UEI.

(c) Definitions. For the purposes of this award term:

System for Award Management (SAM.gov) means the Federal repository into which a recipient must provide the information required for the conduct of business as a recipient. Additional information about registration procedures may be found in SAM.gov (currently at <https://www.sam.gov>).

Unique entity identifier means the universal identifier assigned by SAM.gov to uniquely identify an entity.

Entity is defined at 2 CFR 25.400 and includes all of the following types as defined in 2 CFR 200.1:

- (1) Non-Federal entity;
- (2) Foreign organization;
- (3) Foreign public entity;
- (4) Domestic for-profit organization; and
- (5) Federal agency.

Subaward has the meaning given in 2 CFR 200.1.

Subrecipient has the meaning given in 2 CFR 200.1.

Condition 25

Additional High-Risk Recipient Requirements: The recipient agrees to comply with any additional requirements that may be imposed during the award performance period if the awarding agency determines that the recipient is a high-risk recipient. 2 C.F.R. § 200.208.

Condition 26

Criminal Intelligence Systems: Recipients using award funds to operate an interjurisdictional criminal intelligence system must comply with the operating principles of 28 C.F.R. Part 23. At the time of application, the recipient assured the COPS Office that it will comply with the requirements of 28 C.F.R. Part 23.

Condition 27

Allowable Costs: The funding under this award is for the payment of approved costs for program-specific purposes. The allowable costs approved for your agency's award are limited to those listed in your agency's award package. In accordance with 2 C.F.R. § 200.400(g), the recipient or subrecipient must not earn or keep any profit resulting from the award. Your agency may not use award funds for any costs not identified as allowable in the award package.

Condition 28

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment: Recipient agrees that it, and its subrecipients, will not use award funds to extend, renew, or enter into any contract to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 2 CFR §200.216. Covered services and equipment include telecommunications or video surveillance services or equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); or an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of China. The use of award funds on covered telecommunications or video surveillance services or equipment are unallowable.

2. C.F.R. § § 200.216 & 471. See also Section 889 of the John S. McCain National Defense Authorization Act of Fiscal Year 2019, Public Law 115-232.

Condition 29

Sole Source Justification: Recipients who have been awarded funding for the procurement of an item (or group of items) or service in excess of the simplified acquisition threshold (currently, \$350,000) and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down award funds for that item or service. 2 C.F.R. § 200.325(b)(2).

Condition 30**Buy America Preference**

Recipients of an award of Federal financial assistance for the construction, alteration, maintenance, or repair of infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:

(1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) All manufactured products used in the project are produced in the United States— this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.

Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered "produced in the United States." Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planing, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers.

When necessary, recipients may apply for, and the Office of Community Oriented Policing Services (COPS Office) may grant, a waiver from these requirements.

The COPS Office may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. If requested, the COPS Office will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

Recipients do not need to obtain a waiver of the Buy America Preference requirements from the COPS Office if they

will use only iron, steel, manufactured products, and construction materials that meet the criteria as specified above for the project.

If a recipient determines a waiver is necessary, an application for a waiver should be submitted as soon as possible and provide detailed information to expedite the COPS Office's review. Recipients agree not to obligate, expend or draw down funds for infrastructure projects or activities unless they comply with the Buy America Preference requirements or request and obtain a waiver of the requirements from the COPS Office.

If you have any questions about this requirement or requesting a waiver of the requirement, please contact your COPS Office Program Manager at 800-421-6770.

Condition 31

Domestic preferences for procurements: Recipient agrees that it, and its subrecipients, to the greatest extent practicable, will provide a preference for the purchase, acquisition, or use of goods, products, and materials produced in, and services offered in, the United States. 2 C.F.R. § 200.322 and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers, January 25, 2021.

Condition 32

Requirement to report actual or imminent breach of personally identifiable information (PII).

The recipient (and any subrecipient at any tier) must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as defined in 2 C.F.R. 200.1) within the scope of a COPS Office grant-funded program or activity, or 2) uses or operates a Federal information system (as defined in OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to the recipient's COPS Office Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 33

Community Policing: Community policing activities to be initiated or enhanced by your agency were identified and described in your award application. All equipment, technology, training, and civilian positions awarded under your agency's COPS Office award must be linked to the implementation or enhancement of community policing. 34 U.S.C. § 10382 (c)(10).

Condition 34

Travel Costs: Travel costs for transportation, lodging and subsistence, and related items are allowable with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. § 200.475.

Condition 35

The Paperwork Reduction Act Clearance and Privacy Act Review: Recipient agrees, if required, to submit all surveys, interview protocols, and other information collections to the COPS Office for submission to the Office of Management and Budget (OMB) for clearance under the Paperwork Reduction Act (PRA). Before submission to OMB, all information collections that request personally identifiable information must be reviewed by the COPS Office to ensure compliance with the Privacy Act. The Privacy Act compliance review and the PRA clearance process may take several months to complete. 44 U.S.C. §§ 3501-3520 and 5 U.S.C. § 552a.

Condition 36

Evaluations: The COPS Office may conduct monitoring or sponsor national evaluations of its award programs. The recipient agrees to cooperate with the monitors and evaluators. 34 U.S.C. § 10385(b).

Condition 37

Extensions: Recipients may request an extension of the award period to receive additional time to implement their award program. Such extensions do not provide additional funding. Only those recipients that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. 2 C.F.R. §§ 200.308(f)(10) and 200.309.

Condition 38

Supplementing, not Supplanting: State, local, and tribal government recipients must use award funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for award purposes (hiring, training, purchases, and/or activities) during the award period. In other words, state, local, and tribal government recipients may not use COPS Office funds to supplant (replace) state, local, or BIA funds that would have been dedicated to the COPS Office-funded item(s) in the absence of the COPS Office award. 34 U.S.C. § 10384(a).

Condition 39

Modifications: Award modifications are evaluated on a case-by-case basis in accordance with 2 C.F.R. § 200.308(i). For federal awards in excess of the simplified acquisition threshold (currently, \$350,000), any modification request involving the reallocation of funding between budget categories that exceed or are expected to exceed 10 percent (10%) of the total approved budget requires prior written approval by the COPS Office. Regardless of the federal award amount or budget modification percentage, any reallocation of funding is limited to approved budget categories. In addition, any budget modification that changes the scope of the project requires prior written approval by the COPS Office.

Condition 40

State Information Technology Point of Contact: The recipient agrees to ensure that the appropriate State Information Technology Point of Contact receives written notification regarding any technology or information-sharing project funded by this award during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

Condition 41

Computer Network Requirement: The recipient understands and agrees that no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. Nothing in this requirement limits the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Commerce, Justice, Science; Energy and Water Development; and Interior and Environment Appropriations Act, 2026, Public Law 119-74, Division A, Title V, Section 527.

Condition 42

Contracts and/or MOUs with Other Jurisdictions: Items funded under this award must only be used for law enforcement activities or services that benefit your agency and the population that it serves and cannot be utilized by other agencies unless the items benefit the population that your agency serves.

Condition 43

Unmanned Aircraft Systems: Recipients using award funding for Unmanned Aircraft Systems (UAS) understand and agree to the following:

1. Any UAS purchased must be one manufactured by an entity included, as of the date of purchase on the U.S. Department of War, Defense Contract Management Agency (DCMA) Blue UAS Cleared List (available at <https://bluelist.appsplatformportals.us/>);
2. Any UAS purchased must not be manufactured by an entity that will be included, as of the date of purchase, on the International Trade Administration of the Department of Commerce's Consolidated Screening List (available at <https://www.trade.gov/consolidated-screening-list>);
3. No modifications or additional accessories that are not on the DCMA Blue UAS Cleared List will be introduced to the purchased UAS. Further, the applicant understands that the entity operating the UAS must have sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to the operation of the UAS; and
4. Counter-UAS or activities are unallowable under this program.

For the purpose of this award condition, the terms "unmanned aircraft system," "drone," and "unmanned aerial vehicle" all have the meaning given to the term "unmanned aircraft system" in 49 U.S.C. § 44801(12). The term "counter-UAS" has the meaning given to the term "counter-UAS system" in 49 U.S.C. § 44801(5).

Condition 44

Compliance with National Environmental Policy Act and related statutes: Upon request, the recipient must assist the COPS Office in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds. Accordingly, the recipient agrees to determine if new construction or renovation or remodeling of a property will be funded by the grant, and if so, agrees to comply with all NEPA requirements prior to obligating, expending, or drawing down award funds for any award purposes. The recipient understands and agrees that complying with NEPA may require the preparation of an environmental study, including an Environmental Assessment (EA) and/or an Environmental Impact Statement (EIS), as directed by the COPS Office. The NEPA compliance process may take several months to complete. 42 U.S.C. §§ 4321 et seq.

[] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance**Declaration and Certification to the U.S. Department of Justice as to Acceptance**

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
COPS Office Deputy Director

Name of Approving Official
Cory D. Randolph

Signed Date And Time
9/23/26 8:45 PM

Authorized Representative

☐ Declaration and Certification (Law Enforcement Executive/Program Official)

Entity Acceptance

Title of Authorized Entity Official
no value

Name of Authorized Entity Official

no value

Signed Date And Time

no value

☐ Declaration and Certification (Government Executive/Financial Official)

Entity Acceptance

Title of Authorized Entity Official

Finance Director

Name of Authorized Entity Official

no value

Signed Date And Time

no value









GAGE DEVELOPMENT COALITION

Comprehensive Progress Report

February – July 2026

Prepared for: Beatrice City Council

Prepared by: Caleb Fjone, Executive Director

Executive Summary

Over the past two quarters, the Gage Development Coalition (GDC) has aggressively advanced its strategic objectives across Gage County and the City of Beatrice. Our primary focus has been navigating the major organizational transition (merging NGage and Chamber operations into the GDC), modernizing our economic development toolset, amplifying our region's voice on multi-state boards, and deepening integration between local businesses, educational institutions, and community organizations. This report outlines our strategic initiatives, key partnerships, and a chronological review of our activities from February through July 2026.

Part 1: Strategic Initiatives & Key Focus Areas

1. Organizational Merger & Foundation (Gage Development Coalition) A significant portion of Q2 and Q3 has been dedicated to the structural and legal transition of the Chamber and NGage into the newly branded Gage Development Coalition:

- **Board & Governance:** In June, the first official meeting of the GDC Board was held. We successfully elected our executive officers (Chair: Ryan Trauernicht, Vice-Chair: Samantha Thompson, Secretary: Danielle Fairbanks, Treasurer: Heath Stewart), tabled the adoption of essential corporate policies (whistleblower, document retention), and approved a new pro forma budget. We also ratified the membership classification system that will drive our upcoming 2027 membership campaign.
- **Operations & Finance:** We actively consolidated our financial accounts, closing legacy Chamber accounts (such as Edward Jones) and establishing unified GDC accounts at local banks with proper authorizations.
- **Physical Transition:** We are preparing for our upcoming office move out of the Carnegie building, anticipated for October, which will also involve a full migration of our IT infrastructure.

2. Economic Development & Technology Modernization To remain competitive in business retention, expansion, and attraction, we have overhauled our digital infrastructure to move away from legacy platforms and embrace robust data analytics:

- **Website Redesign (Golden Shovel Agency):** We secured a contract with Golden Shovel Agency to execute a total website redesign. The goal is to build a modern platform focusing on community development, talent attraction, and robust economic data, stepping away from the traditional, limited "Chamber" model. Our target is an MVP launch for key landing pages by August, with a full rollout syncing with our September office move.
- **Placer.ai Integration:** The board officially approved and we kicked off our partnership with Placer.ai in July. This powerful location analytics software will allow us to track foot traffic, understand consumer behavior, and provide concrete data to prospective retail and industrial businesses.
- **Business Directory & CRM (Bludot):** We engaged with Bludot to explore and demo their platform as a modernized CRM solution for our consolidated organization. We are particularly focused on their capabilities for launching and managing a public-facing business directory that integrates smoothly with our new website.

3. Regional Leadership & State Partnerships Gage County must remain visible and competitive beyond our local borders. To achieve this, we have taken active leadership roles in regional and state-level economic development organizations:

- **Mid-America Economic Development Council (MAEDC):** Maintained an active seat on the board, representing the region among multi-state economic development leaders. Following changes in Nebraska's representation, I am renewing my application for

another three-year term and actively recruiting other Nebraska practitioners to ensure our state retains a strong voice. I also attended the MAEDC conference to collaborate with peers like the Development Council for Buffalo County and YCDC out of York County.

- **Southeast REACH Steering Committee:** Collaborated with the NE Chamber, Select Lincoln, NPPD, and other regional leaders across multiple meetings to align our strategies for Southeast Nebraska's economic growth.
- **State-Level Engagement:** Hosted a **Visit Nebraska Site Visit** in July to promote our local tourism assets, and held pivotal conversations regarding **CDBG-ED (Community Development Block Grant - Economic Development)** funding with city and state representatives.

4. Community Health, Workforce, & Local Integration Economic development is closely tied to community wellness and a robust talent pipeline:

- **Workforce Development:** Conducted a **Career Pipeline Program Tour** at Southeast Community College (SCC). We maintain ongoing strategic meetings with SCC leadership (Continuing Education & Trades/Industry) to build stronger pathways between local students and regional employers.
- **Community Health Needs:** Played a vital collaborative role in the **CHNA (Community Health Needs Assessment) Implementation Plan Development**. This initiative brought together key stakeholders including Beatrice Community Hospital, the YMCA, Hope Crisis Center, Blue Rivers AAA, and the Gage County Foundation.
- **Community Engagement:** Hosted the **YPG Swing, Sip & Meet the Director** event, facilitated regular YPG Committee meetings, and organized community engagement events like Homestead Days (which featured a GDC banner in the parade).

5. Ongoing Government & Public Relations

- **County Supervisors:** Maintain a standing practice of attending County Supervisors meetings periodically to conduct check-ins, provide organizational updates, and ensure alignment between the Coalition and county-level priorities.
- **Media Outreach:** Regularly utilized local media to promote community initiatives, including appearances on the **KWVE Radio Program** and **KWBE**.
- **Community Service:** Continued personal and organizational commitment to community service, including participating in the honorable transfer missions for fallen soldiers at Offutt AFB through the Defense POW/MIA Accounting Agency (DPAA).

Part 2: Chronological Activity Review

Quarter 1 (February – March)

- **Feb 2:** KWVE Radio Program appearance.
- **Feb 16:** Hosted the **Ngage Annual Meeting**, a major stakeholder event.

- **Mar 13:** Hosted the **YPG Swing, Sip & Meet the Director** event at Swing 365 Golf Beatrice.
- **Mar 16:** Career Pipeline Program Tour at Southeast Community College.

Quarter 2 (April – June)

- **Apr 2:** Beatrice CDBG-ED conversation with city and state officials.
- **Apr 7 & 28:** Mid-America EDC Board Meeting and subsequent Conference Planning session.
- **Apr 22:** 2026 Partners in Possibilities Luncheon at Vintage Venue.
- **May 14:** Facilitated the **Gage Development Coalition May Meeting**, coordinating with Pinnacle Bank, Gage County, Beatrice Public Schools, FNBO, and Homestead Land Co.
- **May 14, 19, & 28:** Golden Shovel Agency strategic meetings to define the scope, branding, and timelines for the new GDC website.
- **May 15:** Hosted a Community Coffee outreach event in Wymore.
- **May 19 & 21:** Initial demo and exploration meetings with Bludot for CRM and business directory implementation.
- **May 26:** YPG Committee Meeting.
- **May 28 & Jun 3:** Southeast REACH Steering Committee meetings.
- **Jun 8:** Attended Bludot webinar on launching public business directories.
- **Jun 10–12:** Out-of-town travel (Kearney, NE) for professional development.
- **Jun 16:** CHNA Implementation Plan Development Meeting.
- **Jun 16:** *First official GDC Board Meeting* to elect officers, ratify bylaws, and approve tech contracts (Placer.ai, Golden Shovel).
- **Jun 17:** Chamber / Main Street Beatrice (MSB) Meeting.
- **Jun 22:** KWBE radio appearance for Homestead Days.
- **Jun 23:** Follow-up meeting with Bludot; YPG Committee Meeting.

Quarter 3 (July)

- **Jul 2:** Placer.ai Kickoff for Gage Area Growth Enterprise to operationalize our new data analytics tools.
- **Jul 7:** Mid-America EDC Board Meeting.
- **Jul 8:** Meeting with the ACCE (Association of Chamber of Commerce Executives) Benefits Team.
- **Jul 9:** Hosted Visit Nebraska Site Visit.
- **Jul 10-16:** Finalized the legal and financial transition of bank accounts from legacy Chamber accounts to the new Gage Development Coalition.