

RESOLUTION NUMBER 7863

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.

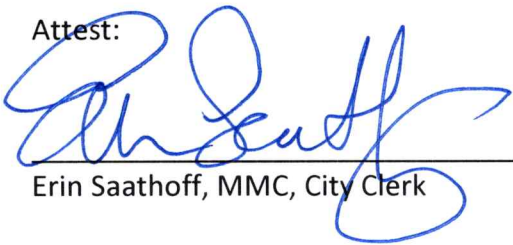
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

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 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.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

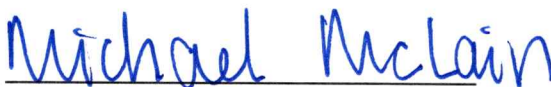
City of Beatrice



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	103/03/2028
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
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	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 of 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
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

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

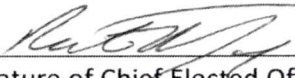
EXHIBIT D: Signed Authorized Representative Form

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.

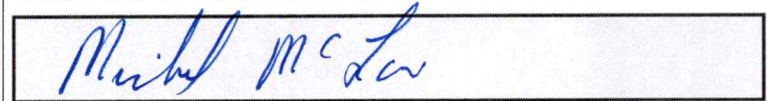
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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	TITLE
	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Beatrice, Nebraska	10-5-26

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

Title: ☒ HMGP ☐ BRIC	CFDA Number 97.039 CFDA Number 97.047
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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~~ Michael McLain

 Authorized Representative (Printed)

10-5-26

 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: Robert Michael	Middle Name:
* Last Name: Morgan McLain	Suffix:	
* Title: Mayor		
* SIGNATURE: Marty McLain	* DATE: 10-9-26	