

RESOLUTION NUMBER 7795

A resolution authorizing the Mayor, City Clerk, and City Administrator to execute a Settlement Agreement and any and all other necessary documents between the City of Beatrice and Bryan Medical Center to settle all claims between the City and Bryan Medical Center.

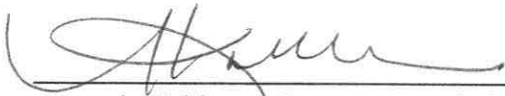
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA;

SECTION 1. That the Mayor, City Clerk, and City Administrator be and are hereby authorized to execute a Settlement Agreement and any and all other necessary documents between the City of Beatrice and Bryan Medical Center to settle all claims between the City and Bryan Medical Center. A copy of said Agreement is attached hereto as Exhibit "A" and is incorporated herein by reference.

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 That all resolutions or parts of resolutions in conflict here with are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 18th day of May, 2026.

Attest:


Amanda Kuhlman, Deputy City Clerk


Robert Morgan, Mayor

Exhibit "A"

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (the "Agreement") is entered into as of May 18, 2026 by and between **Bryan Medical Center**, a non-profit corporation organized under the laws of the State of Nebraska (the "Hospital"), and **The City of Beatrice, Nebraska**, a municipality organized under the laws of the State of Nebraska (the "Municipality").

WHEREAS, the Hospital provided medical treatment and related healthcare services (the "Services") for Account ID No. 5754249 (the "Patient"); and

WHEREAS, the total charges for the Services rendered by the Hospital to the Patient amount to \$97,828.59 (the "Disputed Amount"); and

WHEREAS, a dispute has arisen between the Parties regarding the payment of the Disputed Amount, and the Parties disagree as to their respective obligations regarding the payment of services, as detailed under applicable laws, regulations, and municipal codes; and

WHEREAS, the Parties wish to avoid the expense, burden, and uncertainty associated with further dispute resolution or litigation, and agree to settle fully and finally, on the terms set forth in this Agreement, any and all claims and disputes, existing, potentially existing, and relating to the Disputed Amount and the Services provided to the Patient; and

NOW, THEREFORE, in consideration of the foregoing Recitals, and in consideration of the promises, agreements and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency thereof being hereby acknowledged, the Parties hereto agree, stipulate, and covenant as follows:

1.0 SETTLEMENT PAYMENT

1.1 Amount. The Municipality agrees to pay the Hospital the total settlement amount of **Forty Thousand Six Hundred Twenty-Seven Dollars and Fifteen Cents (\$40,627.15)** (the "Settlement Payment") in full settlement of any and all claims, rights, actions, causes of action, suits, debts, damages, judgments and demands of whatever kind or nature, whether matured or unmatured, whether at law or in equity, and whether now known or unknown, that Hospital now has or may have had against the Municipality arising from or related to the Services provided to the Patient (the "Claim").

1.2 Payment Method. The Settlement Payment shall be paid by the Municipality to the Hospital via check on or before May 19, 2026. The check shall be mailed overnight delivery to the following address: Bryan Medical Center, 1600 South 48th Street,

Lincoln, NE 68310. The check shall be made out to Bryan Medical Center and the Patient name shall be written in the memo line.

1.3 Late Payment. If the Settlement Payment is not received by the Hospital on or before the Payment Deadline, this Agreement shall be void at the option of Hospital and Hospital shall be able to pursue any remedies under law.

1.4 Settlement in Full. In exchange for the Municipality's promises provided herein, Hospital, on behalf of themselves, their predecessors, executors, successors, assigns, agents, affiliates, officers, directors, shareholders, insurers, employees, and any and all other persons who have or may have an interest in the Claim, hereby agrees to accept the Settlement Payment as full and final satisfaction of the Claim; releases and forever discharges the Municipality and any and all of its elected officials, predecessors, executors, successors, assigns, agents, affiliates, officers, directors, representatives, shareholders, insurers, and employees (collectively, the "Municipality Releasees") from and against any and all claims, rights, actions, causes of action, suits, debts, damages, judgments and demands of whatever kind or nature, whether matured or unmatured, whether at law or in equity, and whether now known or unknown, that Hospital now has or may have had against the Municipality Releasees, and waives any right to seek further payments from the Municipality Releasees related to or arising from the Services provided to the Patient.

2.0 RELEASE OF LIABILITY

2.1 Release of Liability. Upon receipt of the Settlement Payment, the Hospital hereby irrevocably and unconditionally releases, waives, and discharges the Municipality, and any and all of its elected officials, predecessors, executors, successors, assigns, agents, affiliates, officers, directors, representatives, shareholders, insurers, and employees (collectively, the "Municipality Releasees"), from and against any and all claims, rights, actions, causes of action, suits, debts, damages, judgments and demands of whatever kind or nature, whether matured or unmatured, whether at law or in equity, and whether now known or unknown, that Hospital now has or may have had against the Municipality Releasees, and waives any right to seek further payments from the Municipality Releasees related to or arising from the Services provided to the Patient.

2.2 Exclusion. This release excludes any obligations or liabilities arising under this Agreement and does not apply to any other municipality including but not limited to Gage County.

3.0 NO ADMISSIONS

3.1 No Admissions. The Parties agree that this Agreement is the result of a compromise and settlement of disputed claims and shall not be construed as an admission of liability, wrongdoing, or fault by either Party.

4.0 CONFIDENTIALITY

4.1 Confidentiality. The Parties agree that the terms and conditions of this Agreement, including the Settlement Payment, shall remain confidential and shall not be disclosed to any third party, except:

- 4.1.1 As required by applicable state and federal laws;
- 4.1.2 To the Parties' legal counsel, financial advisors, or auditors, who shall also be bound by this confidentiality provision; or
- 4.1.3 In response to a valid subpoena or court order, with notice given to the other Party prior to disclosure.

4.2 Public Disclosures. Notwithstanding any other provision of this Agreement, the Municipality's obligations under federal, state, or local public records laws remain applicable. In the event of a public records request, the Municipality shall notify the Hospital promptly and allow the Hospital to propose redactions or oppose disclosure to the extent permissible under law.

5.0 REPRESENTATIONS AND WARRANTIES

5.1 Hospital. The Hospital represents and warrants that it has the full authority to enter into this Agreement, has not assigned or transferred the Claim to any third party, and will not pursue any further claims related to the Services provided to the Patient.

5.2 Municipality. The Municipality represents and warrants that it has obtained any necessary approvals to enter into this Agreement and that the person signing on its behalf is authorized to do so.

6.0 DISPUTE RESOLUTION

6.1 Dispute Resolution and Governing Law. Any controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by a court located in Lancaster County, Nebraska. The parties agree that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be settled by relevant Nebraska statutory and common law governing the dispute.

7.0 MISCELLANEOUS

7.1 Amendments. This Agreement constitutes and sets forth the entire agreement and understanding of the Parties pertaining to the subject matter hereof, and no prior or contemporaneous written or oral agreements, understandings, undertakings, negotiations, promises, discussions, warranties or covenants not specifically referred to or contained herein or attached hereto shall be valid and enforceable. No supplement, modification, termination in whole or in part, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby.

7.2 Force Majeure. The parties shall incur no liability to the other with respect to, and shall not be responsible for any failure to perform, any of the parties respective responsibilities hereunder (except for Municipality's obligations under Section 1.2) if such failure is caused by any reason beyond the control of the parties including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services. The amount of time for the party to perform any of its obligations shall be extended by the amount of time the party is delayed in performing such obligation(s) by reason of any force majeure occurrence whether similar to or different from the foregoing types of occurrences.

7.3 Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that any other provision is determined to be invalid or unenforceable in whole or in part.

7.4 Waiver. Neither the failure nor any delay on the part of either Party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver

thereof. Nor shall any single or partial exercise of any right, remedy, power or privilege preclude the further exercise of that right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege. Nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of that right, remedy, power or privilege with respect to any other occurrence. Any waiver shall not be effective unless it is in writing and signed by the Party granting the waiver.

7.5 Notices. Any notice or request required or permitted to be given under this Agreement shall be in writing and shall be deemed to be properly given, made and received on the date it is personally delivered to the Party to whom it is to be given, or is received by overnight mail or electronic transmission by the Party to whom it is to be given, and is directed to the Party at its designated address, unless such address is changed by prior written notice delivered in accordance with this Section.

If to: Bryan Medical Center
1600 S 48th St
Lincoln NE, 68506
Attn: Legal Department
With electronic copy to:
legaldepartment@bryanhealth.org

City of Beatrice
400 Ella Street
Beatrice, Nebraska
Attn: Taylor Rivera

(Remainder of page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) below written to be effective on its Effective Date.

Bryan Medical Center

City of Beatrice

Valarie Johnston
NAME


Tobias J. Tempelmeyer

Director Patient Financial Services
TITLE

City Administrator

May 8, 2026
DATE

5/18/26
DATE