

RESOLUTION NUMBER 7806

WHEREAS, since the mid-1970s Southeast Community College Area, a Nebraska community college and political subdivision (the "College") has owned and operated a college campus in Beatrice, Nebraska; and

WHEREAS, since the College's inception in Beatrice, Nebraska, the City has provided utility services to the College; and

WHEREAS, the College and the City of Beatrice, Nebraska desire to enter into a Utility Infrastructure & Ownership Maintenance Agreement to clearly delineate where the boundary of ownership and maintenance responsibilities of various utilities exist between the parties.


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 of the City of Beatrice, Nebraska are hereby authorized to execute the Utility Infrastructure & Ownership Maintenance Agreement with Southeast Community College Area to clearly delineate where the boundary of ownership and maintenance responsibilities of various utilities exist between the parties. A copy of said Agreement, marked as Exhibit "A", is attached hereto and incorporated herein by reference.

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 That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 15th day of June, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

Exhibit "A"

UTILITY INFRASTRUCTURE OWNERSHIP & MAINTENANCE AGREEMENT

This Agreement, dated the 15th day of June, 2026, is entered into by and between Southeast Community College Area, a Nebraska community college and political subdivision (the "College"), and the City of Beatrice, Nebraska, a municipal corporation ("City").

WHEREAS, since the mid-1970s the College has owned and operated a college campus in Beatrice, Nebraska; and

WHEREAS, since the College's inception in Beatrice, Nebraska, the City has provided utility services to the College; and

WHEREAS, the College and the City desire to clearly delineate where the boundary of ownership and maintenance responsibility of various utilities exist between the parties; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. Water Infrastructure. The City serves the College with water via an eight (8) inch water main at the intersection of Highway 136 and Scott Street, and a twelve (12) inch water main along east side of Highway 136. The parties agree that the water infrastructure upstream of Service Valve #S116 shall be designated as the City's water infrastructure. There is an eight (8) inch cast iron pipe water line running southwest from Service Valve #S116 and connecting to the College Property which shall be designated as the College's water infrastructure. In addition to the eight (8) inch cast iron pipe, the vault located on the College's property shall be designated the College's water infrastructure.

The City also serves the College with water via a twelve (12) inch water main along east side of Highway 136 and along the south side of Progress Boulevard. There is a fire hydrant on this twelve (12) inch water main in the right-of-way on the west side of Highway 136. This fire hydrant and everything upstream shall be designated as the City's water infrastructure. The twelve (12) inch water main running along the south side of Progress Boulevard west or downstream of said fire hydrant shall be designated as the College's water infrastructure.

The College agrees that it shall install a valve on the twelve (12) inch water main running on the south side of Progress Boulevard, west of the fire hydrant were ownership transfers. The College shall install said value prior to a certificate of occupancy being issued for the Ag Technology Center currently under construction.

The College agrees that it shall install a water meter and back flow device anytime it taps into the twelve (12) inch water main running on the south side of Progress Boulevard and any extensions thereto.

All other service lines, valves, fire hydrants, and other water infrastructure remaining on the College Property, and in the Highway 136 right-of-way connecting to the City's water infrastructure and not owned by the City shall be designated as the College's water infrastructure. The College shall be responsible for maintenance of the College's water infrastructure. The City shall be responsible for maintenance of the City's water infrastructure. A map of the City's water infrastructure is attached as Exhibit "A".

2. Sanitary Sewer Infrastructure. The City serves the College with sanitary sewer infrastructure via a sanitary sewer line ranging in size between eight (8) to twelve (12) inches along the east side of the College Property. The parties agree that the sanitary sewer line consisting of manhole B59-2, B59, B58, B57, B56, B55, B54, B54-1, B54-3, B54-5, and B54-7 shall be designated as the City's sanitary sewer main. The College's sanitary sewer lines include the sanitary sewer line extending west along Progress Boulevard from manhole B54-7 which includes manhole B54-9, the sanitary sewer line extending west from manhole B55 which includes manholes B55-1, B55-3, and B55-5, and the sanitary sewer line extending west from manhole B59 which includes manhole B60. Any sanitary sewer lines on the College Property that are not the City's sanitary sewer main shall be owned and maintained by the College. The City shall be responsible for maintenance of the City's sanitary sewer main. A map of the City's sanitary sewer line is attached as Exhibit "B".

3. Electric Infrastructure. The City serves the College with electric infrastructure via primary electrical infrastructure, which includes high-voltage cables and transformers. The parties agree that all the primary electrical infrastructure shall be designated as the City's electric infrastructure. The City shall be responsible for maintenance on the City's primary electrical infrastructure. The College shall be responsible for the secondary electrical infrastructure located on the College Property, which is limited to the low-voltage cables going into its buildings from a transformer. The parties agree that all street lights located on the College Property shall be designated as belonging to the College. The College shall be responsible for maintenance of the street lights located on the College Property. A map of the City's electrical infrastructure is attached as Exhibit "C".

4. Stormwater Infrastructure. The College has stormwater detention infrastructure located throughout the College Property. The parties agree that all stormwater detention infrastructure located on the College Property shall be designated as the College's stormwater detention infrastructure. The drainage ditch located in the City's right-of-way that runs parallel to and along Highway 136 and all associated stormwater detention infrastructure located within said right-of-way shall be designated as the City's stormwater detention infrastructure. The College shall be responsible for maintenance of the College's stormwater detention infrastructure. The City shall be responsible for maintenance of the City's stormwater detention infrastructure.

5. Street Infrastructure. The City's ownership and maintenance responsibilities regarding street infrastructure stops at the west right-of-way line of Highway 136. Except as provided below, the College shall own and be responsible for the maintenance of all street infrastructure located within their property lines, including but not limited to drives, roads, streets, parking lots, and other paved or other hard surfaces. The City is in the process of vacating and conveying all of Progress Boulevard to the College. Upon said conveyance, the College shall own and be responsible for the maintenance of the road currently known as Progress Boulevard. The parties acknowledge and agree that since the College Property adjacent to and south of West Scott Road is not platted, the College owns all property up to the center line of West Scott Road. The parties agree that the City shall be responsible for the maintenance of West Scott Road for the length of West Scott Road lying north of and adjacent to the College Property beginning at the centerline

of West Scott Road and running south to the typical edge of right-of-way, which is 40 ft. The parties further agree that in the event the College replats the College Property lying south of and adjacent to West Scott Road, the College will designate where the City's right-of-way lies.

6. Maintenance Responsibility. The College further acknowledges that it bears sole responsibility for the routine maintenance, repair, inspection, rehabilitation, and replacement of College-owned utility infrastructures identified in Sections 1 through 5 above. The College shall maintain such infrastructure in a safe, functional, and code-compliant condition in accordance with applicable federal, state, and local regulations. The City acknowledges that it bears sole responsibility for the routine maintenance, repair, inspection, rehabilitation, and replacement of City-owned utility infrastructures identified in Sections 1 through 5 above. The City shall maintain such infrastructure in a safe, functional, and code-compliant condition in accordance with applicable federal, state, and local regulations.

7. Easements to City. The College hereby grants City a blanket easement across all of the College Property for the installation and maintenance of City's electrical infrastructure. The parties shall work together to determine the precise location of City's electrical infrastructure. The College shall grant City an easement for the City sanitary sewer line identified in Section 2 for the installation and maintenance of said sanitary sewer line. The parties shall work together to determine the precise location of said sanitary sewer line and draft an appropriate easement. The parties agree that the City shall be responsible for drafting said sanitary sewer line easement.

8. Exclusion of City Easement Areas. Nothing in this Agreement shall be construed to assign to the College any ownership or maintenance responsibility for utility infrastructure located within the City's easements. The City retains all rights, responsibilities, and authority with respect to infrastructure within its easement boundaries.

9. Costs and Expenses. Each party hereto shall be solely responsible for all costs associated with the maintenance, repair, or replacement of its own respective utility infrastructure, as described in this Agreement. Notwithstanding the foregoing, if damage to one party's utility infrastructure is caused by the negligence or willful misconduct of the other party, its agents, employees, or contractors, the negligent or willful party shall be responsible for the costs of repairing or replacing the damaged infrastructure.

10. Updates and Amendments. This Agreement shall remain in effect unless and until formally amended in writing by both parties. Should campus utility infrastructure boundaries change due to construction, renovation, or other activities, the College shall coordinate with the City of Beatrice accordingly and retain documentation of such changes in its facilities records.

11. Disputes Settled by Mutual Agreement. Both parties agree that in the event of a dispute of ownership and/or responsibility regarding utility infrastructure boundaries, such dispute shall be settled by the mutual written agreement of both parties.

12. Indemnification. Each party hereby agrees to indemnify, defend, and hold harmless the other party, its officers, employees, agents, contractors, subcontractors, and representatives from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the negligent or willful acts or omissions of the other party, its officers, employees, agents, or contractors, subcontractors, and representatives in connection with the performance of this Agreement or the ownership, maintenance, or operation of its respective utility infrastructure described herein. This indemnification obligation shall survive the termination or expiration of this Agreement.

13. Notices. Notices to City shall be given to Taylor Rivera, 400 Ella Street, Beatrice, NE, 68310.

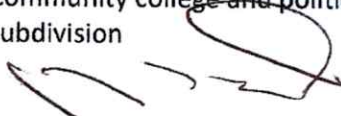
Notice to Buyer shall be sent to College, c/o Paul Illich, 301 South 68th Street, Lincoln, NE 68510.

14. Assignability. The rights and obligations set forth in this Agreement may not be assigned by either party without the prior written consent of the other party.

15. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written, on this Memorandum of Understanding.

Paul Illich, on behalf of Southeast
Community College Area, a Nebraska
Community college and political
subdivision




Paul Illich, President

CITY OF BEATRICE, NEBRASKA
A Nebraska Municipal Corporation



Robert Morgan, Mayor

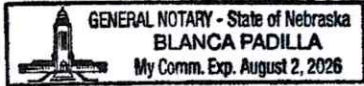
Attest:



Erin Saathoff, City Clerk

STATE OF NEBRASKA)
) ss.
COUNTY OF Lincoln)

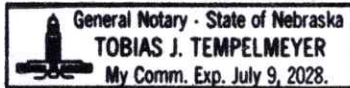
The foregoing instrument was acknowledged before me this 3rd day of June, 2026, by Paul Illich, President and authorized signatory Southeast Community College Area, as his voluntary act and deed on behalf of Southeast Community College Area.



Blanca Padilla
Notary Public

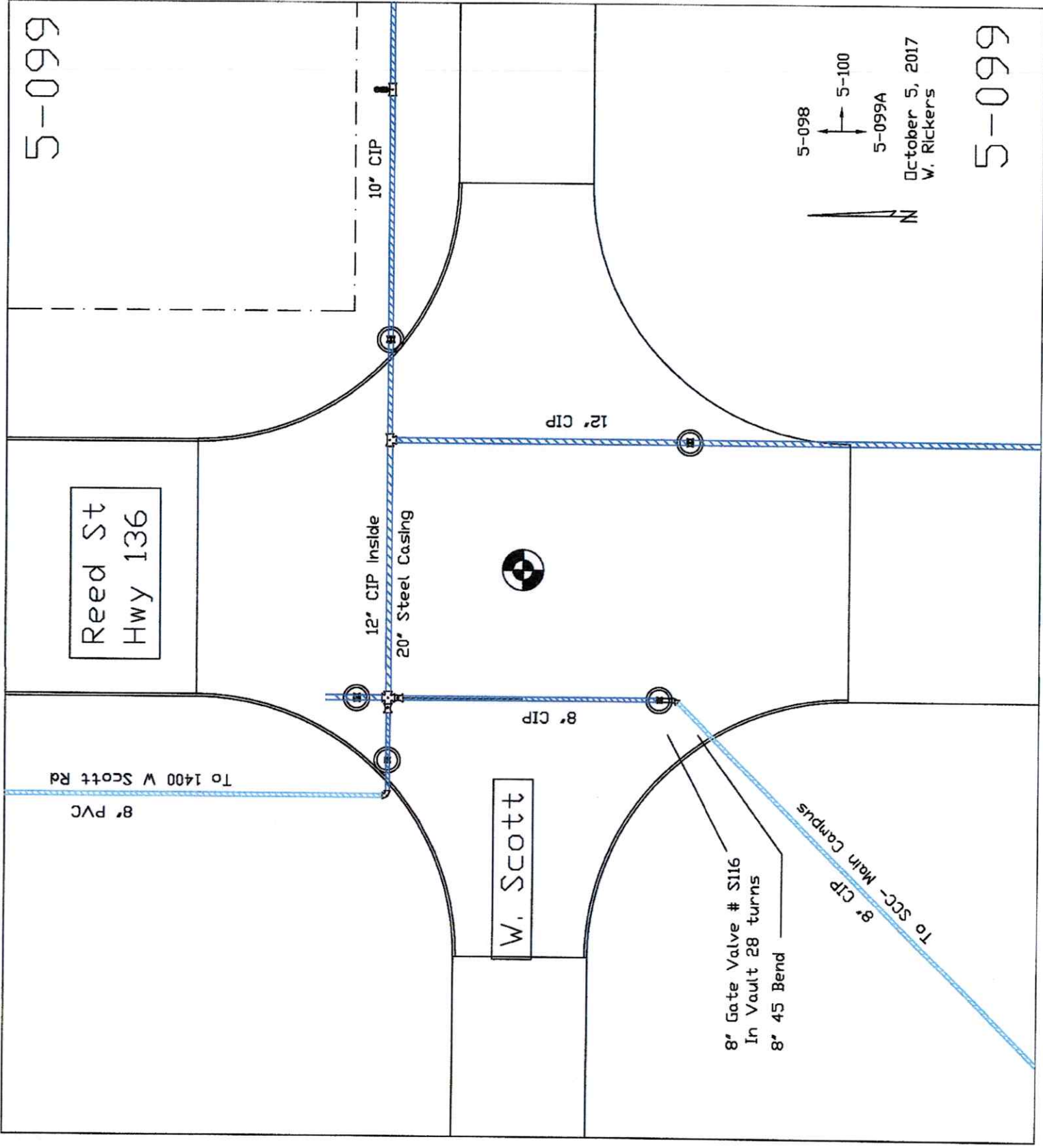
STATE OF NEBRASKA)
) ss:
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me this 15th day of June, 2026, by Robert Morgan, Mayor, and authorized signatory of the City of Beatrice, Nebraska, to be his voluntary act and deed on behalf of the City of Beatrice, Nebraska.

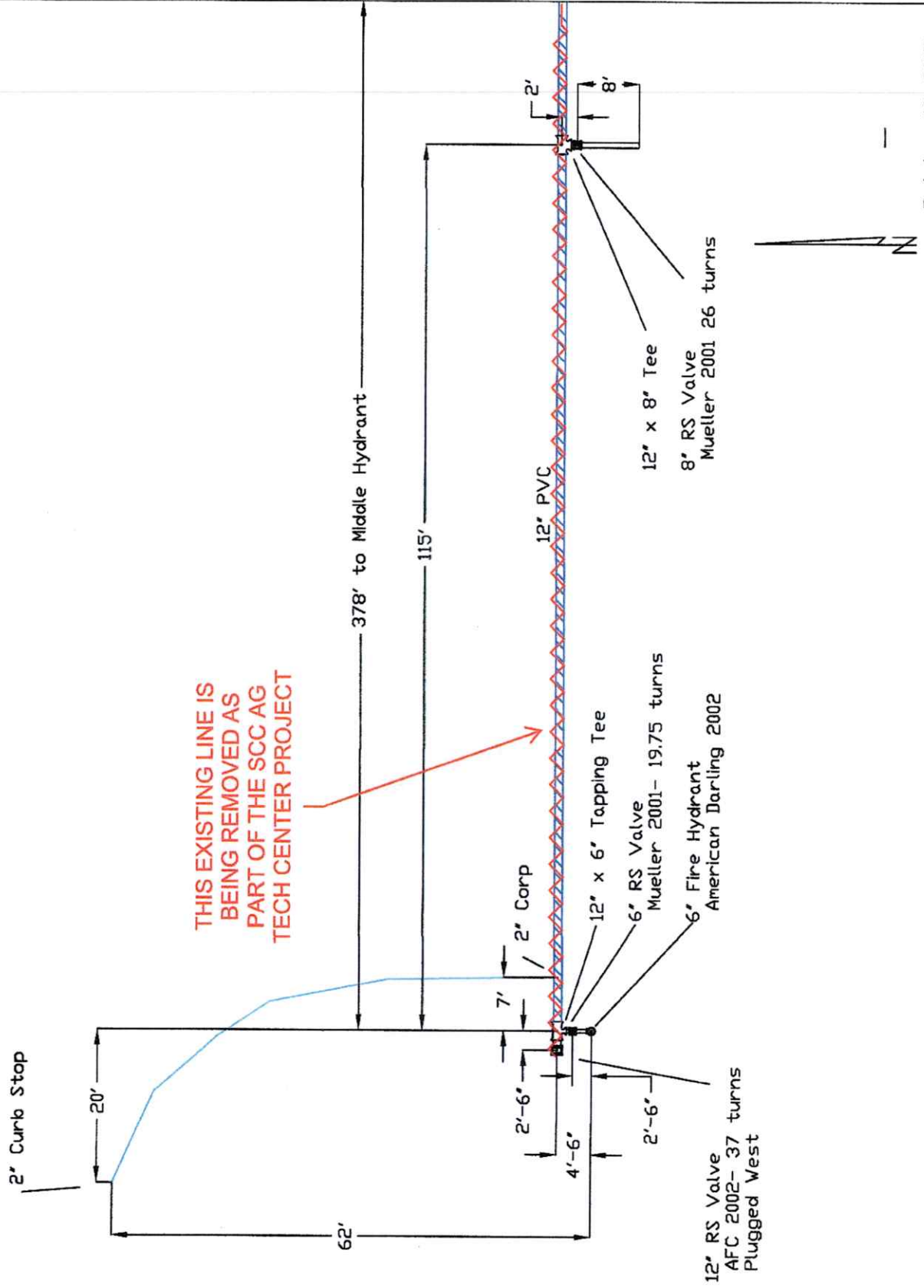


Tobias J. Tempelmeier
Notary Public

Exhibit "A"



West Hydrant



THIS EXISTING LINE IS BEING REMOVED AS PART OF THE SCC AG TECH CENTER PROJECT



October 10, 2017
W. Rickers

Middle Fire Hydrant

Progress Blvd

SCC WILL OWN THE 12" WATER MAIN

378' to West Hydrant

252' to East Hydrant

12'-3"

12' PVC

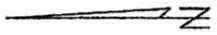
4'-6"

3'

12' x 6' Tapping Tee

6' RS Valve

6' Fire Hydrant



October 10, 2017
W. Rickers

Exhibit B^h

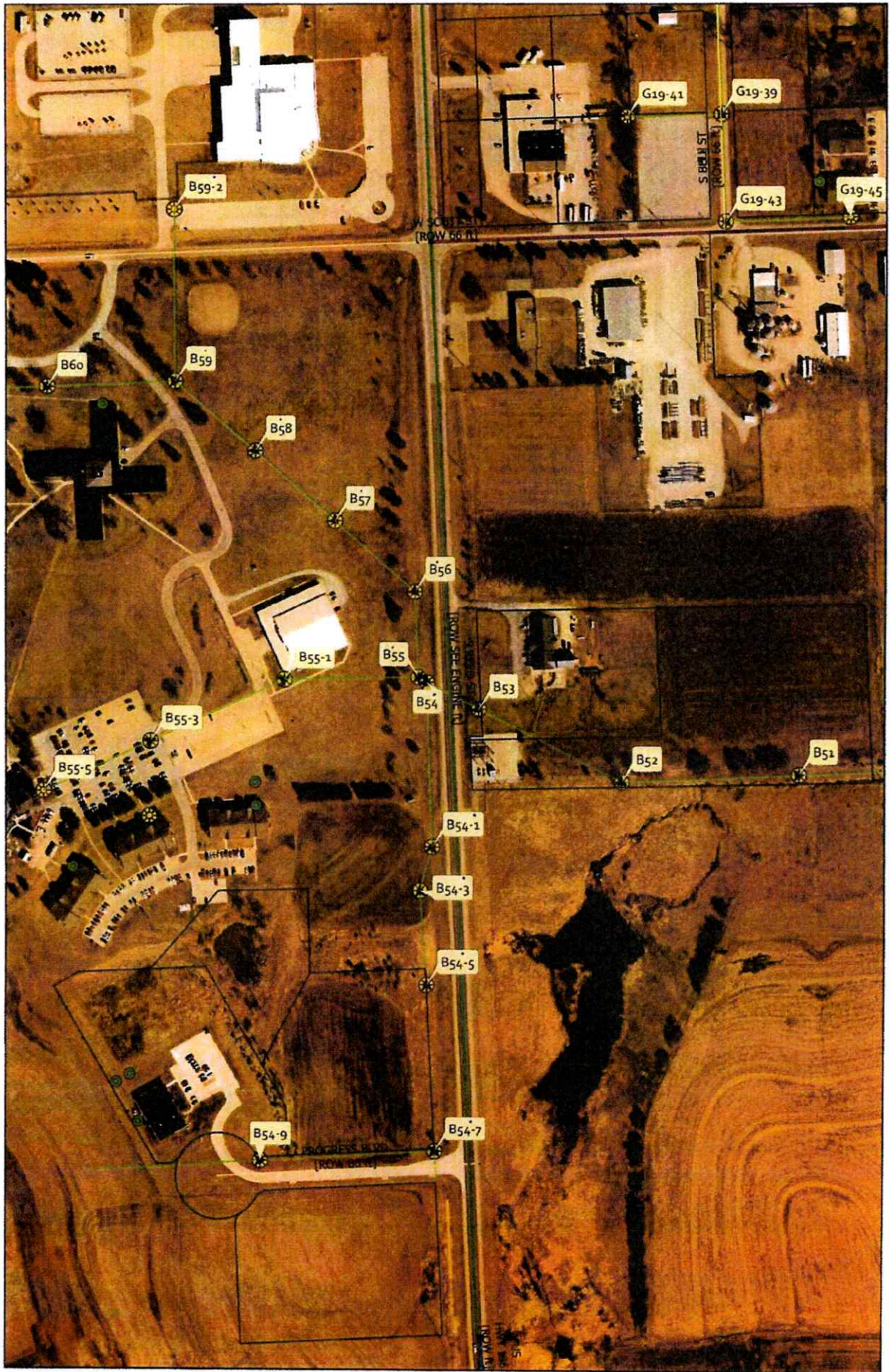


Exhibit "C"





AGENDA ITEM

Subject: Resolution executing the Utility Infrastructure & Ownership Maintenance Agreement with SCC, as recommended by the Board of Public Works

For Agenda of: June 15, 2026

Exhibit(s):

Date Submitted: June 10, 2026

Recommend a resolution executing the Utility Infrastructure & Ownership Maintenance Agreement with Southeast Community College Area, to the Mayor and City Council

Tobias J. Tempelmeyer, City Administrator/General Manager, explained to the Board while reviewing utilities due to addition of the new Ag Building at Southeast Community College (SCC), it was found there was no delineation of ownership regarding utilities. This agreement lays out where ownership starts and stops, as well as defining who is responsible for the maintenance of the infrastructure.

Moved by Jones, seconded by Trauernicht, that the Mayor and City Council execute the Utility Infrastructure & Ownership Maintenance Agreement with Southeast Community College Area.

Roll Call: Yea: Baehr, Hartley, Jones, Trauernicht, Zarybnicky
Nay: None

MOTION CARRIED.