

**RESOLUTION NUMBER 7697**

**WHEREAS**, the City of Beatrice, Nebraska (“City”) is required by the Nebraska Department of Water, Energy, and Environment (“DWEE”) to comply with a Municipal Separate Storm Sewer System (“MS4”) Permit; and

**WHEREAS**, the City requires MS4 Compliance Assistance Services; and

**WHEREAS**, JEO Consulting Group, Inc., (“JEO”) provides such services; and

**WHEREAS**, the City desires to retain JEO to perform MS4 Compliance Assistance Services during FY26.

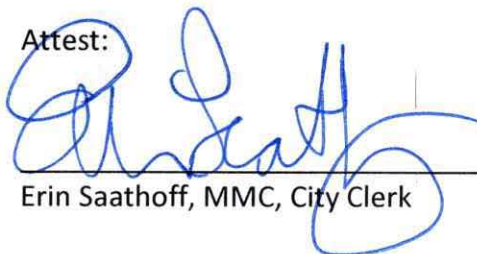
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

**SECTION 1.** That the Mayor and City Clerk are hereby authorized to execute the Agreement for Professional Services retaining JEO to perform MS4 Compliance Assistance Services during FY26. A copy of said Agreement, marked as “Exhibit A”, is attached hereto and incorporated by reference.

**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 5<sup>th</sup> day of January, 2026.

Attest:

  
Erin Saathoff, MMC, City Clerk

  
Robert Morgan, Mayor



**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR  
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of December 15, 2025 between City of Beatrice, NE ("Owner") and JEO Consulting Group, Inc. ("Engineer").

Owner's project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Beatrice MS4 Support 2026 ("Project").

JEO Project Number: **R252123.00**

Owner and Engineer further agree as follows:

**ARTICLE 1 - SERVICES OF ENGINEER**

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**1.01 Scope**

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 - OWNER'S RESPONSIBILITIES**

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**2.01 Owner Responsibilities**

- A. Owner responsibilities are outlined in Section 3 of Exhibit B below.

**ARTICLE 3 - COMPENSATION**

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**3.01 Compensation**

- A. Owner shall pay Engineer as set forth in Exhibit A and per the terms in Exhibit B.
- B. The fee for the Project is: **\$28,000.00**
- C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to Engineer. The current hourly rate schedule can be provided upon request.

**ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS**

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**4.01 Exhibits**

Exhibit A – Scope of Services- separate document

Exhibit B – General Conditions

**4.02 Total Agreement**

- A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner: City of Beatrice, NE

Engineer: JEO Consulting Group, Inc.

  
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By: Robert Morgan

By: Terrence Lage

Title: Mayor

Title: Assistant Stormwater Program Manager

Date Signed: 1-9-26

Date Signed: 12/15/2025

Address for giving notices:

Address for giving notices:

City of Beatrice

JEO Consulting Group, Inc.

400 Ella Street

1937 North Chestnut Street

Beatrice, NE 68310

Wahoo, NE 68066



**Exhibit A**  
**SCOPE OF SERVICES**

Beatrice MS4 Support 2026  
**City of Beatrice, NE**  
**JEO Project No. R252123.00**  
Revision 04 | 12.15.2025

**RE: Beatrice MS4 Support 2026**

**PROJECT DESCRIPTION:**

The City of Beatrice ("City") is required by the Nebraska Department Water, Energy, & Environment (DWEE) and the Environmental Protection Agency (EPA) to comply with a Municipal Separate Storm Sewer System (MS4) permit. JEO has developed a scope of services to assist the City with updating its Stormwater Management Plan (SWMP), compiling the 2025 Annual Report, and furthering the development of the post-construction administrative, implementation and reporting program. JEO will work with the City to complete the following tasks:

**Project Tasks**

**Task 1 | Prepare 2025 MS4 Annual Report**

JEO will work with City staff to collect the 2025 stormwater management program implementation information to produce the 2025 MS4 Annual Report. This will include the following task activities:

- JEO will collect and organize information gathered from City staff related to each of the six (6) SWMP Minimum Control Measures' goals and incorporate results into the City's 2025 Annual Report.
- JEO will incorporate information into the Annual Report template and create a draft Annual Report for the City to review and provide feedback.
- JEO will hold a draft Annual Report review call with City staff to outline the 2025 SWMP program Annual Report information collected and incorporated into the draft report.
- JEO will revise the draft report per feedback from the City during the review call.
- JEO will provide a final review report to the City for final approval of the Annual Report results.
- JEO will create a final 2025 Annual Report and submit the 2025 Annual Report to DWEE on behalf of the City on or before April 1, 2026.

**Task 1 Deliverables**

City of Beatrice – 2025 MS4 Program Annual Report delivered by email in Word and PDF format.

**Task 2 | Update the 2026 Stormwater Management Plan**

In conjunction with the 2025 MS4 Program Annual Report activities, JEO will work with the City to update the Stormwater Management Plan with 2026 goals and objectives. This task includes:

- JEO will assist City staff with determining goals for each of the six (6) Minimum Control

- Measures based on the Minimum Extent Practicable (MEP).
- JEO will work with the City staff with means and measures that can be implemented in 2026.
- JEO will update the 2025 report to incorporate 2026 stormwater management program activities.
- JEO will work with City staff to develop appropriate and implementable 2026 program commitments based on the City’s maximum extent practical (MEP) program expectations.
- JEO will, as appropriate, update and revise the 2025 Stormwater Management Plan.
- JEO will prepare a revised draft for the City to review and provide comments.
- JEO will incorporate City comments and prepare a final 2026 Stormwater Management Plan.

**Task 2 Deliverable**

City of Beatrice 2026 Stormwater Management Plan delivered by email in Word format.

**Task 3 | Stand-alone Post-Construction Stormwater (PCSW) Management Manual**

JEO will work with City staff to implement necessary documents, processes, and standard operating procedure manuals for management of the City’s PCSW program. JEO will assist the City with developing the following program materials:

- Development of a post-construction stormwater management application document checklist.
- Implementation of City PCSW processes.
- Development of ordinance language.

**Task 3 Assumptions**

- Up to three (3) project meetings may be scheduled and held virtually through Microsoft Teams.
- JEO will rely on City staff to identify and prioritize the program tasks to be completed with the available budget.

**Task 3 Deliverables**

City of Beatrice –Post-construction Program Guidance Manual delivered by email in Word and PDF version.

**Project Schedule based on Notice to Proceed start date of January 15, 2026 or earlier:**

<b>Task Number</b>	<b>Activity</b>	<b>Start Date (or earlier) – End date</b>
1	Documenting 2025 annual report activities	January 15 – February 13 2026
1	City review of draft report	February 20 – February 27, 2026
2	JEO revises 2025 Stormwater Management Plan with 2026 city goal and objectives	February 20 – March 9, 2026
1	JEO revises revised 2025 Annual Report after city review	February 27 – March 2, 2026

2	JEO/City 2026 SWMP draft review call with city	March 11, 2026
1	JEO/City final comments and review call	March 18, 2026
1 & 2	JEO revises Annual Report and 2026 Stormwater Management Plan documents	March 11 – March 24, 2026
1 & 2	JEO provides final 2025 Annual Report and 2026 Stormwater Management Plan to City	March 24, 2026
1	City to prepare the submittal letter and forward the 2025 Annual Report to DWEE	March 24 - April 1, 2026
3	JEO drafts stand-alone Post-Construction Stormwater Management Program (PCSMP) manual	March 18 – April 3, 2026
3	JEO/City PCSMP draft review call	April 3, 2026
3	JEO composes revised PCSMP manual in response to city comment.	April 3 – 10, 2026
3	JEO submits final draft of PCSMP manual to city for final review and comment.	April 13, 2026
3	City review and comment of final draft	April 13 – April 20, 2026
3	JEO revises final draft of PCSMP manual	April 20 – April 27, 2026
3	JEO/City final draft review call	May 1, 2026
3	JEO revises final draft and submits final deliverable to City	May 8, 2026
3	City reviews final PCSMP draft	

### Project Communication and Meetings

- All project communications and meetings will be through email, phone, or virtual meetings.

### Exclusions:

- Design of post-construction stormwater facilities
- Cost estimates of post-construction stormwater facilities
- Any permit fees
- Special meetings and meetings not outlined in the Scope of Services
- Environmental services not outlined in the Scope of Services
- Training not outlined in the Scope of Services
- SWPPP review and inspection services
- Development of Regional Detention program
- Development of financing strategies
- Other services not outlined in this Scope of Services

### Budget

Services listed in the time and materials-based scope outlined above are estimated to be:

- Task 1 - \$10,000.00
- Task 2 - \$8,000.00

- Task 3 - \$10,000.00
- Total Cost, not-to-exceed: **\$ 28,000.00**

If the scope of services presented in this letter proposal are agreeable with your understanding of this project, please let me know and an agreement will be prepared. If you have any questions concerning this proposal, or if you need anything further, please call me at (402) 440-2585.

## JEO CONSULTING GROUP INC □ JEO ARCHITECTURE INC

**1. SCOPE OF SERVICES:** JEO Consulting Group, Inc. (JEO) shall perform the services described in Exhibit A. JEO shall invoice the owner for these services at the fee stated in Exhibit A.

**2. ADDITIONAL SERVICES:** JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

**3. OWNER RESPONSIBILITIES:** The owner shall provide all criteria and full information as to the owner's requirements for the project; designate and identify in writing a person to act with authority on the owner's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the owner observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the owner shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the owner shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the owner that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

**4. TIMES FOR RENDERING SERVICES:** JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the owner has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

**5. INVOICES:** JEO shall submit invoices to the owner monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Owner agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the owner fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the owner, suspend services to the owner under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

**6. STANDARD OF CARE:** The standard of care for all services performed or furnished by JEO under the agreement

shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the owner shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in owner furnished information.

**7. REUSE OF DOCUMENTS:** Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the owner on a future extension of this project, or any other project without JEO's written authorization shall be at the owner's risk and the owner agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

**8. ELECTRONIC FILES:** Copies of Documents that may be relied upon by the owner are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text, data, graphics, or of other types that are furnished by JEO to the owner are only for convenience of the owner. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the owner.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The owner may make and retain copies of documents for information and reference in connection with use on the project by the owner.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the owner and JEO.

**9. SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

**10. INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the owner shall indemnify and hold each other

## JEO CONSULTING GROUP INC JEO ARCHITECTURE INC

harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the owner, they shall be borne by each party in proportion to its negligence.

**11. INSURANCE:** JEO shall procure and maintain the following insurance during the performance of services under this agreement:

- a. Workers' Compensation: Statutory
- b. Employer's Liability
  - i. Each Accident: \$500,000
  - ii. Disease, Policy Limit: \$500,000
  - iii. Disease, Each Employee: \$500,000
- c. General Liability
  - i. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
  - ii. General Aggregate: \$2,000,000
- d. Auto Liability
  - i. Combined Single: \$1,000,000
- e. Excess or Umbrella Liability
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$1,000,000
- f. Professional Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. General Aggregate: \$2,000,000
- g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.
- h. The owner shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased and maintained by the contractor for the project.
- i. The owner shall reimburse JEO for any additional limits or coverages that the owner requires for the project.

**12. TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by owner for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

**13. GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

**14. SUCCESSORS, ASSIGNS, AND BENEFICIARIES:** The owner and JEO each is hereby bound and the partners, successors, executors, administrators and legal representatives of the owner and JEO are hereby bound to the other party to this agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, with respect to all covenants, agreements and obligations of this agreement.

- a. Neither the owner nor JEO may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under this agreement.
- b. Unless expressly provided otherwise in this agreement: Nothing in this agreement shall be construed to create, impose, or give rise to any duty owed by the owner or JEO to any contractor, contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.
- c. All duties and responsibilities undertaken pursuant to this agreement shall be for the sole and exclusive benefit of the owner and JEO and not for the benefit of any other party.

**15. PRECEDENCE:** These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding JEO's services.

**16. SEVERABILITY:** Any provision or part of the agreement held to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the owner and JEO, who agree that the agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**17. NON-DISCRIMINATION CLAUSE:** Pursuant to Neb. Rev. Stat. § 73-102, the parties declare, promise, and warrant that they have and will continue to comply fully with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C.A § 1985, et seq.) and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1101, et seq., in that there shall be no discrimination against any employee who is employed in the performance of this agreement, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability or sex.

**18. E-VERIFY:** JEO shall register with and use the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986, to determine the work eligibility status of new employees physically performing services within the state where the work shall be performed. Engineer shall require the same of each consultant.