

RESOLUTION NUMBER 7695

WHEREAS, Morgan Fox (“Employee”), a current employee of the City of Beatrice, Nebraska (“City”), has applied to and been accepted into an educational program at Emporia State University; and

WHEREAS, pursuant to the Educational Assistance Agreement between the City and Employee, the City has agreed to reimburse Employee eighty percent (80%) of tuition and book costs for classes and training pursuant to the City’s Continuing Education Policy, subject to certain conditions; and

WHEREAS, the Beatrice Public Library Foundation, Inc., a Nebraska nonprofit corporation, has pledged to donate to City an amount equal to the City’s eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University.

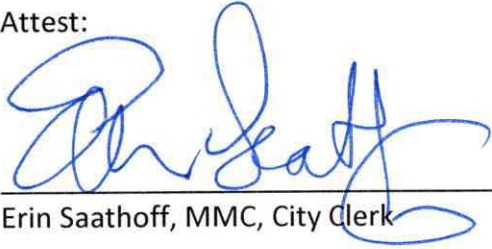
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BEATRICE, NEBRASKA:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Donation Agreement between the City of Beatrice, Nebraska and the Beatrice Public Library Foundation, Inc., regarding the donation from Beatrice Public Library Foundation, Inc., to be used to reimburse the City for the City’s eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University. A copy of the Agreement, marked as Exhibit “A”, is attached hereto and incorporated by reference.

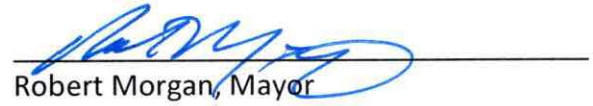
SECTION 2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

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

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Exhibit "A"

DONATION AGREEMENT

THIS AGREEMENT is made and entered into on this 5th day of January, 2026, by and between the CITY OF BEATRICE, NEBRASKA, a Nebraska Municipal Corporation, hereinafter referred to as "City", and the BEATRICE PUBLIC LIBRARY FOUNDATION, INC., a Nebraska Nonprofit Corporation, hereinafter referred to as "Foundation".

WITNESSETH:

WHEREAS, Morgan Fox ("Employee"), a current employee of the City, has applied to and been accepted into an educational program at Emporia State University; and

WHEREAS, pursuant to the Educational Assistance Agreement between the City and Employee, the City has agreed to reimburse Employee eighty percent (80%) of tuition and book costs for classes and training pursuant to the City's Continuing Education Policy, subject to certain conditions; and

WHEREAS, the Foundation has pledged to donate to City an amount equal to the City's eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University.

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreement set forth herein, the City and Foundation agree as follows:

1. Donation. The Foundation pledges to donate to City an amount equal to the City's eighty percent (80%) of tuition and book costs for classes and training for Employee at Emporia State University. The price of tuition and required books is unknown at this time but will be reimbursed at a rate of eighty percent (80%) upon documented receipt being provided to the Foundation by the City and successful completion of the course.

2. Remittance to Foundation. Pursuant to the Educational Assistance Agreement between the City and Employee, if Employee voluntarily resigns her employment with the City, or if the City terminates her employment, within two (2) years following completion of the course(s), Employee shall immediately repay, without demand, an amount equal to twenty-five percent (25%) of the educational assistance provided for each six-month period of the two-year obligation that remains unfulfilled, together with accrued interest at the rate of two percent (2%) per annum (the "Tuition Repayment Obligation").

If the Tuition Repayment Obligation becomes due under the Educational Assistance Agreement, the City shall remit to the Foundation all amounts recovered from Employee pursuant to that obligation.

IN WITNESS WHEREOF, the City and Foundation have caused this Agreement to be executed on their behalf by their respective officers thereunto duly authorized.

Attest:

THE CITY OF BEATRICE, NEBRASKA
a Municipal Corporation

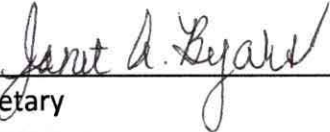
Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

Witness:

BEATRICE PUBLIC LIBRARY FOUNDATION, INC.,
a Nebraska Nonprofit Corporation

X 

Secretary

X By 

President



MEMORANDUM

TO: Mayor & City Council **DATE SUBMITTED:** December 23, 2025
FROM: Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026
City Administrator and General Manager
SUBJECT: Library Foundation Donation Agreement **EXHIBIT(S):**

An employee at the library, Morgan Fox, wants to pursue her Master's in Library Science. The City has a Continuing Education Policy where the City will reimburse the employee eighty percent (80%) of the costs for tuition and books. If the employee leaves when in the first two (2) years then the employee must repay a portion of the costs paid by the City.

The Library Foundation has agreed to cover the City's reimbursement for Morgan's education. The Donation Agreement between the City and the Library Foundation states that the Foundation will donate to the City, the City's share of Morgan's education costs. Also, if Morgan were to leave employment and have to repay the City for any portion of her education reimbursement then the City agrees to repay those funds to the Foundation.