

RESOLUTION NUMBER 7845

WHEREAS, the City of Beatrice, Nebraska (“City”) is an eligible unit of a General Local Government authorized to file an application under the Housing and Community Development Act of 1974, as amended for small City’s Community Development Block Grant Program; and

WHEREAS, the City of Beatrice was awarded a Four Hundred Thirty-Five Thousand Dollars (\$435,000.00) Community Development Block Grant (“CDBG”) from the Nebraska Department of Economic Development (“NDED”) for a Downtown Revitalization Project (“23-DTR-002”); and

WHEREAS, the City of Beatrice has decided to use the CDBG funds for a Downtown Revitalization Program; and

WHEREAS, Jason J. Hartig and Jessica L. Hartig, husband and wife (collectively “Borrowers”), applied to participate in the Downtown Revitalization Program for their building located at 118 South 4th Street, Beatrice, Nebraska; and

WHEREAS, on January 6, 2025, the City and Borrowers entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement (“Loan Agreement”) for a loan to Borrowers in the amount of Seventy-Two Thousand One Hundred Ninety-Eight Dollars (\$72,198.00); and

WHEREAS, the City and Borrowers desire to amend the Loan Agreement to increase the amount of the loan from Seventy-Two Thousand One Hundred Ninety-Eight Dollars (\$72,198.00) to Ninety-One Thousand Seven Hundred Forty Dollars and Forty Cents (\$91,740.40).

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

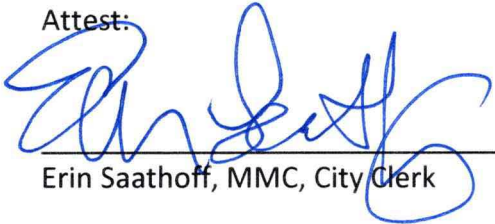
SECTION 1. That the Mayor, City Attorney, and the City Clerk be authorized to execute the Amendment to Loan Agreement, Promissory Note, Personal Guaranty, and Deed of Trust

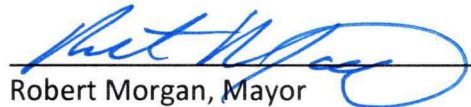
between the City of Beatrice and Jason J. Hartig and Jessica L. Hartig, to increase the loan amount from Seventy-Two Thousand One Hundred Ninety-Eight Dollars (\$72,198.00) to Ninety-One Thousand Seven Hundred Forty Dollars and Forty Cents (\$91,740.40) from the City's CDBG Downtown Revitalization Grant (23-DTR-002) and to execute all other documents in accordance with the provisions of the same.

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

RESOLUTION PASSED AND ADOPTED this 8th day of September, 2026.

Attest:


Erin Saathoff, MMC, City Clerk


Robert Morgan, Mayor

**AMENDMENT TO THE BEATRICE
DOWNTOWN REVITALIZATION IMPROVEMENT
PROGRAM LOAN AGREEMENT
23-DTR-002**

THIS AMENDMENT TO THE BEATRICE DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM LOAN AGREEMENT dated the 14/8 day of August/September 2026, is entered into by and between Jason J. Hartig and Jessica L. Hartig, husband and wife (herein after jointly referred to as "Borrower") and City of Beatrice, Nebraska, a Municipal corporation ("Lender").

WHEREAS, Lender submitted a Downtown Revitalization ("DTR") application to the Nebraska Department of Economic Development ("DED") for a Community Development Block Grant ("CDBG");

WHEREAS, DED approved Lender's application for a DTR grant;

WHEREAS, Lender decided to use the CDBG funds from the DTR grant to implement a Downtown Revitalization Improvement Program in the downtown area; and

WHEREAS, Borrower applied to Lender participate in the Downtown Revitalization Improvement Program.

WHEREAS, Lender and Borrower entered into a Beatrice Downtown Revitalization Improvement Program Loan Agreement ("Loan Agreement") on January 6, 2025; and

WHEREAS, Lender and Borrower now wish to amend the Loan Agreement to increase the amount of the loan from Seventy-Two Thousand One Hundred Ninety-Eight Dollars (\$72,198.00) to Ninety-One Thousand Seven Hundred Forty Dollars and Forty Cents (\$91,740.40).

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Section 1.02 The Loan, Rate, and Draw Down

- a. Section 1.02 is hereby deleted and restated as follows:

"1.02 The Loan, Rate, and Draw Down

Subject to the terms and conditions of this Agreement, Lender agrees to lend to Borrower, and Borrower agrees to borrow from the Lender the amount of Ninety-One Thousand Seven Hundred Forty Dollars and Forty Cents (\$91,740.40) at an interest rate of eight and one-half percent (8.5%) per annum.

The disbursement of funds shall be done on a reimbursement basis. Borrower shall have the work for the Project done and then submit invoices and receipts to Lender. Lender will then submit those invoices and receipts to DED and request DED to release the funds. Once the funds have been released by DED and received by Lender, the Lender will then disperse the funds to Borrower. Borrower acknowledges that this disbursement of funds may take thirty (30) to sixty (60) days and that Lender is not required to request reimbursement from DED the same day that Borrower submits their invoices and receipts to Lender. Lender has to right to package or pool reimbursement requests together and submit them to DED on a periodic basis."

IN WITNESS WHEREOF, the parties hereto have each caused this Loan Agreement to be executed.

LENDER:
THE CITY OF BEATRICE,
NEBRASKA, a Municipal
Corporation

BORROWER:

BY: [Signature]
Robert Morgan, Mayor

[Signature]
Jason J. Hartig

Attest: [Signature]
Erin Saathoff, City Clerk

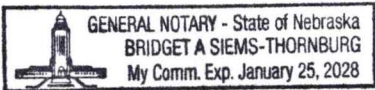
[Signature]
Jessica L. Hartig

9-8-26
DATE

August 14, 2026
DATE

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

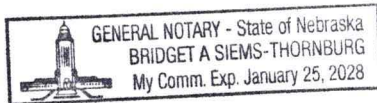
The foregoing instrument was acknowledged before me on this 14th day of August, 2026 by Jason J. Hartig, to be his voluntary act and deed.



Bridget A. Siems-Thornburg
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 14 day of August, 2026 by Jessica L. Hartig, to be her voluntary act and deed.



Bridget A. Siems-Thornburg
Notary Public

PROMISSORY NOTE
JASON J. HARTIG AND JESSICA L. HARTIG
DOWNTOWN REVITALIZATION IMPROVEMENT PROGRAM

\$19,542.40

Beatrice, Nebraska

For Value Received, the undersigned, Jason J. Hartig and Jessica L. Hartig, husband and wife, (all jointly hereafter known as the "Borrower"), promises to pay to the City of Beatrice, Nebraska, a Municipal Corporation, (the "Lender"), the principal sum of Nineteen Thousand Five Hundred Forty-Two Dollars and Forty Cents (\$19,542.40), together with interest accruing at the rate of eight and one-half percent (8.5%) per annum on the remaining principal balance.

Interest shall begin to accrue immediately upon the first drawdown of funds as set forth in the Amendment to the Loan Agreement, marked as Exhibit "A" attached hereto.

As set forth in the Amendment to the Loan Agreement, the Borrower shall pay interest and principal payments to Lender.

All payments and any notice to the City of Beatrice will be made at 400 Ella Street, Beatrice, Nebraska, 68310, or such other address as designated to the Borrower in writing. Any notice to the Borrower, will be given to the Borrower at the following address: 1323 S. 4th Avenue, Beatrice, Nebraska, 68310, or at such other address as the Borrower will have designated to the Lender in writing.

This debt may be prepaid in whole or in part at any time, without penalty or fee.

This Note is to be secured by the Loan Agreement, attached hereto and marked as Exhibit "A", and a Personal Guaranty of Jason J. Hartig and Jessica L. Hartig and is subject to any additional terms therein.

It is agreed that if there is a default in the payment of this Note after written notice thereof to Borrower or if default is made under the terms of the Loan Agreement, then, at the option of the Lender, the principal sum, with accrued interest, shall become immediately due and payable.

It is further understood and agreed that, in the event of sale or a material change in the ownership of the Borrower, then this Note shall immediately become due and payable.

The undersigned:

- (a) Waives demand, presentment, protest, notice of protest, suit against any party and all other requirements necessary to hold it;
- (b) Agrees to pay after default all costs of collecting or attempting to collect this note, including reasonable attorneys' fees; and
- (c) Waives as to this debt or any renewal or extension, or of any part, all rights of exemption under the constitution or laws of the State of Nebraska or any other state as to personal property.

This Note and all provisions are binding on the Borrower, its successors and assigns, and will inure to the benefit of the Lender, its successors and assigns. The Lender does not by any act, delay, omission or otherwise waive any of its rights or remedies, and no waiver of any kind is valid against the Lender unless in writing and signed by the Lender.

This note is governed and construed in accordance with the laws of the State of Nebraska.

Nineteen Thousand Five Hundred Forty-Two Dollars and Forty Cents (\$19,542.40) of the principal amount hereof results from a Downtown Revitalization Improvement Loan made to Borrower pursuant to the Amendment to the Loan Agreement, dated Aug. 14 / Sept 8, 2026, among the Lender and Borrower, which Loan Agreement is attached hereto as Exhibit "A".

Dated and executed on this 14th day of August, 2026.

LENDER:
THE CITY OF BEATRICE,
NEBRASKA, a Municipal
Corporation

BORROWER:

BY: [Signature]
Robert Morgan, Mayor

[Signature]
Jason J. Hartig

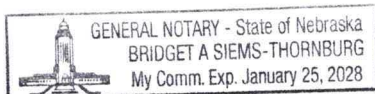
Attest:

[Signature]
Erin Saathoff, City Clerk

[Signature]
Jessica L. Hartig

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

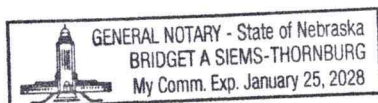
The foregoing instrument was acknowledged before me on this 14th day of August, 2026 by Jason J. Hartig, to be his voluntary act and deed.



[Signature]
Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF GAGE)

The foregoing instrument was acknowledged before me on this 14th day of August, 2026 by Jessica L. Hartig, to be her voluntary act and deed.



[Signature]
Notary Public