

**RESOLUTION NUMBER 7702**

EXTRACT FROM THE MINUTES OF AN OFFICIAL MEETING OF THE CITY COUNCIL OF BEATRICE, NEBRASKA, SPONSOR OF THE BEATRICE MUNICIPAL AIRPORT, HELD ON JANUARY 5, 2026.

The following resolution was introduced by Mayor Robert Morgan read in full, moved by McLain, seconded by Fairbanks and considered:

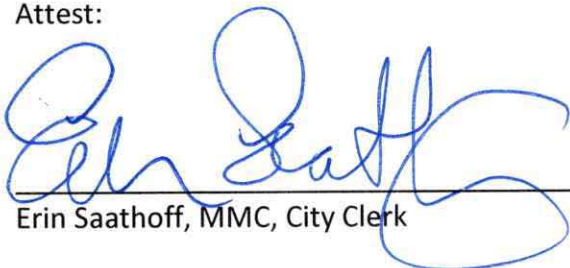
RESOLUTION ADOPTING AND APPROVING THE EXECUTION OF A STATE GRANT AGREEMENT FOR PROJECT NO. 3-31-0009-024-2025, TO BE SUBMITTED TO THE NEBRASKA DEPARTMENT OF TRANSPORTATION, AERONAUTICS DIVISION TO OBTAIN STATE FINANCIAL AID IN THE DEVELOPMENT OF THE BEATRICE MUNICIPAL AIRPORT.

Be it resolved by the Mayor and members of the City Council of Beatrice, Nebraska, that:

1. The City of Beatrice shall enter into a State Grant Agreement with the Nebraska Department of Transportation, Aeronautics Division for Project No. 3-31-0009-024-2025 for the purpose of obtaining state financial aid in the development of the Beatrice Municipal Airport and that such agreement shall be as set forth hereinbelow.
2. The Mayor of the City of Beatrice is hereby authorized and directed to execute said State Grant Agreement on behalf of the City of Beatrice, and the City Clerk is hereby authorized and directed to attest said execution.
3. The said agreement referred to herein above is inserted in full and attached herewith and made a part hereof as Exhibit "O".

Upon calling for a vote on the resolution, 7 voted yea, and 0 voted nay, and the resolution therefore was declared passed and approved on January 5, 2026. 1 absent

Attest:

  
Erin Saathoff, MMC, City Clerk

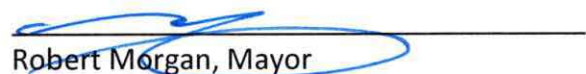
  
Robert Morgan, Mayor

Exhibit "0"

**STATE GRANT AGREEMENT**  
**PROJECT NO. 3-31-0009-024 (B03)**

This is an Agreement by and between the Nebraska Department of Transportation, Division of Aeronautics, hereinafter referred to as the "Department" and the City of Beatrice, Nebraska, hereinafter referred to as the "Sponsor."

**RECITALS**

The Sponsor has title to or control of the Beatrice Municipal Airport and wants to develop or improve it. The Department agrees to help the Sponsor with the following development:

**Construct 10-Place T-Hangar and Taxilanes**

A summary of eligible project costs is attached to this Agreement for reference as Exhibit A.

**AGREEMENT**

In consideration of these facts and the mutual covenants contained herein, the Department and Sponsor agree as follows:

This Agreement is a Federal Match State Grant of a federally funded project.

The Sponsor agrees that all developments listed above will be completed and will comply with the approved airport layout plan and the approved construction plans and specifications, as applicable. No development item shall be omitted or added without specific approval from the Department. If the work is contracted by the Sponsor, bids shall be taken as required by law and submitted to the Department for review prior to contract award.

The Department agrees to reimburse the Sponsor for **two percent (2%) of the actual federally eligible costs incurred** to complete this development under FAA grant 3-31-0009-024-2025; up to **a maximum of \$66,200** in State funds. "Eligible Costs" are defined by the FAA in the grant identified above.

In the reimbursement to the Sponsor for work performed and material furnished, the Department agrees to honor approved progress estimates processed during the construction. Upon presentation of the final billings and estimates for the work completed by the Sponsor to the satisfaction of the Department, the Department agrees to reimburse the Sponsor in an amount based upon the actual incurred eligible costs of the improvements set forth in the above noted scope of development, the

attached Exhibit A, the approved plans, and any approved change orders. The total reimbursement shall not exceed the amount(s) set forth above.

### **CONDITIONS**

The terms and conditions of this Agreement shall remain in effect for 20 years from the date of execution by the Sponsor. If the development is land or easement acquisition, then the terms and conditions shall remain in effect for as long as the Sponsor owns this land or easement. The Sponsor will not sell, lease, encumber or otherwise dispose of airport real property, acquired with grant money from the Department, without the Department's approval.

1. The Sponsor will comply with the Department's State Aid Program (current version on date of allocation: August 9, 2024, is attached hereto and made a part hereof by reference) and all applicable laws and regulations.
2. The Sponsor will complete the project without undue delay. The project shall be subject to the Department's inspection.
3. The Sponsor will operate and maintain the airport as a public use facility in a safe and serviceable condition and will not permit any activity thereon that would interfere with its use for aeronautical purposes. The Sponsor is not required to operate the airport during temporary periods when snow, flood or other climatic conditions interfere. The Sponsor will comply with the minimum standards of maintenance and operation set by the Department and the Federal Aviation Administration.
4. The Sponsor will make this airport available as a public use airport on fair and reasonable terms and without unjust discrimination, to all types, kinds, and classes of aeronautical uses. In its operation of the airport, the Sponsor or any person or organization occupying space or facilities thereon will not discriminate against any person or class of persons because of race, color, religion, national origin, sex, handicap, or age and will not discriminate against any employee or applicant for employment based on race, color, religion, sex, age, or otherwise qualified handicapped status.
5. The Sponsor will insert and enforce provisions in any contract or other arrangement that grants a right or privilege to any person, firm or corporation to engage in any activity for furnishing services to the public at the airport. These provisions require the contractor to:
  - a. Furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and,
  - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service. However, it is allowable for the contractor to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

6. The Sponsor will not grant or permit any person, firm or corporation an exclusive right to:
  - a. Use the airport to provide aeronautical services to the public; nor
  - b. Conduct any aeronautical activities, including but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products, repair and maintenance of aircraft, sale of aircraft parts, or any other aeronautical activity.

However, the Sponsor may grant or exercise an exclusive right for furnishing non-aviation products and supplies or any non-aeronautical service.

7. The Sponsor will submit all leases, permits, and agreements for the airport to the Department upon request. The Department may withhold 20% of payments due to the Sponsor until all leases, permits and agreements are acceptable to the Department.
8. The Sponsor will provide a drug-free workplace at the site of work specified in this agreement.
9. The Sponsor will take appropriate action to ensure that the airspace required for airport operations is adequately cleared and protected. The Sponsor agrees, to the best of its ability, to prevent construction, erection, alteration, or growth of any object within or outside the boundaries of the airport which would create a hazard to aircraft operating at or near the airport or otherwise limit the usefulness of the airport. Appropriate actions may include removing, lowering, relocating, marking, lighting or otherwise mitigating existing airport hazards and preventing the establishment or creation of future airport hazards. The Sponsor will, to the best of its ability, arrange for height restriction zoning of the area around the airport as allowed under Nebraska Statutes.
10. The Sponsor will keep a current airport layout plan that has the approval of the Department or the Federal Aviation Administration. The Sponsor will ensure that future development on the airport conforms to this plan.
11. The Sponsor will not enter into any transaction that would operate to deprive it, or any legal successor, of the rights and powers necessary to comply with any or all of the covenants made herein.
12. During the term of these covenants, the Sponsor will maintain a current system of airport accounts and records, using a system of its own choice sufficient to provide annual statements of income and expense. It will furnish the Department with such annual or special airport financial and operational reports as may be reasonably requested.

13. If this airport ceases to be a public-use airport before the expiration of 20 years from the date of execution of this Agreement, or if any other covenants of this agreement are substantially violated without the Department's approval, the Sponsor will reimburse the Department as follows:

For any monies granted under this Agreement, the amount due the Department shall be according to the operation of the following formula:

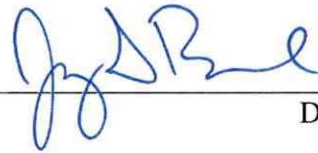
$$\frac{\text{Months remaining}}{240 \text{ Months}} \times \text{Amount of Dept.'s money granted.}$$

IN WITNESS WHEREOF, the Department and Sponsor have authorized these presents to be executed by their proper officials, as of the dates shown below.

Executed by the Nebraska Department of Transportation, Division of Aeronautics this 22<sup>nd</sup> day of December 2025.

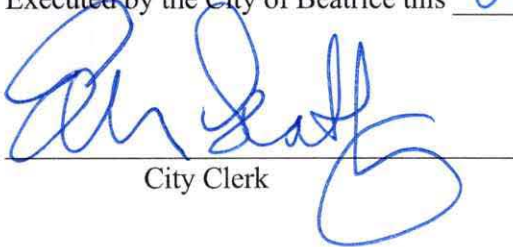


Witness



Director

Executed by the City of Beatrice this 5<sup>th</sup> day of January, 2026.



City Clerk



Mayor

**EXHIBIT A**

**Beatrice Municipal Airport (BIE)  
Beatrice, Nebraska  
AIP Project No. 3-31-0009-024 (B03)  
Construct T-Hangar and Taxilanes**

AIP-024  
**COST SUMMARY:**                     (November 2025)

**Construction (AHRs Construction)**

Bid Sections 1 through 6	2,260,852.00
Additional Insured	<u>(1,000.00)</u>
Subtotal	\$2,259,852.00

**Engineering (Benesch)**

Design	\$191,014.00
Design (amend 1)	(\$14,400.00)
Design: Geotechnical Services	\$24,462.00
Bidding	\$10,998.00
Re-Bidding (amend 1)	\$14,400.00
Construction	\$203,932.00
Construction: Material Testing	\$59,881.00
Close Out	<u>\$13,890.00</u>
Subtotal	\$504,177.00

**Independent Fee Estimate (Airport IFE)**

IFE	\$2,650.00
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**Audit** \$10,000.00

**Force Account** \$13,551.64

**Contingencies** \$510,000.00

**Admin/Audit/Pub/Etc.**

NDOT	\$8,621.48
History Nebraska	\$947.88
Legal/Publication	<u>\$200.00</u>
Subtotal	\$9,769.36

**TOTALS** \$3,310,000.00

**SUMMARY OF FUNDS:**                     (November 2025)

Local	\$583,800.00
State	\$66,200.00
Federal (AIP-024)	\$2,637,000.00
Federal (AIP-024 amendment)	\$23,000.00
Federal (IIJA)	<u>\$0.00</u>
Total	<u>\$3,310,000.00</u>



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MEMORANDUM

**TO:** Mayor & City Council **DATE SUBMITTED:** December 30, 2025

**FROM:** Tobias J. Tempelmeyer **FOR AGENDA OF:** January 5, 2026  
City Administrator and General Manager

**SUBJECT:** State Grant for Airport Hangar Project **EXHIBIT(S):**

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The City of Beatrice received funds from Senator Fischer for the construction of a new hangar at the airport. The Nebraska Department of Transportation, Aeronautics Division has offered the City some financial assistance on this project up to \$66,200.

Senator Fischer allocated \$2,850,000 to the City for improvements at the airport. These funds are allocated on a 90/10 split similar to other FAA grants.

We are using Fischer's money for the hangar which had a bid of \$2,260,852 and to updated the PAPI lighting for \$766,000. Between these two projects the City's share is around \$302,685. This grant from the Nebraska Department of Transportation, Aeronautics Division reduces the City's share in these projects.