

**RESOLUTION NUMBER 7816**

**WHEREAS**, the City of Beatrice, Nebraska (“City”) owns and operates a Wastewater Treatment Facility (“WWTF”) located east of Chautauqua Park in Beatrice, Nebraska; and

**WHEREAS**, Beatrice County Club, Inc., a Nebraska nonprofit corporation, (“Country Club”) owns and operates a golf course located at 1301 Oak Street, Beatrice, Nebraska (the “Golf Course”); and

**WHEREAS**, for years the City has provided effluent water from the WWTF to the Golf Course; and

**WHEREAS**, the Country Club 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 Beatrice Country Club, Inc., 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**SECTION 2.** That all resolutions or parts of resolutions in conflict herewith are hereby repealed.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 6<sup>th</sup> day of July, 2026.

Attest:

  
Erin Saathoff, MMC, City Clerk

  
Robert Morgan, Mayor

Exhibit "A"

## UTILITY INFRASTRUCTURE OWNERSHIP & MAINTENANCE AGREEMENT

This Agreement, dated the 6th day of July 2026, is entered into by and between Beatrice Country Club, Inc., a Nebraska nonprofit corporation (the "Country Club"), and the City of Beatrice, Nebraska, a municipal corporation ("City").

**WHEREAS**, the City owns and operates a Wastewater Treatment Facility ("WWTF") located east of Chautauqua Park in Beatrice, NE; and

**WHEREAS**, the Country Club owns and operates a golf course located at 1301 Oak Street, Beatrice, NE 68310 (the "Golf Course"); and

**WHEREAS**, for years the City has provided effluent water from the WWTF to the Golf Course; and

**WHEREAS**, the parties desire to memorialize their agreement and clearly delineate where the boundary of ownership and maintenance responsibility of various utilities exist between the parties.

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

**1. Ownership.** The parties agree that the effluent water infrastructure including the Pump, Watertronics Control unit (Model CST-40-480-3), Pump Motor (Model # FL84), 6 inch pump suction piping and all associated valves and fittings that connect to the City's Effluent Control Building (Building #600), and 6 inch discharge force main piping and all associated valves and fittings that deliver effluent water to the Golf Course shall be designated as the Country Club's effluent water infrastructure. The Country Club shall be responsible for maintenance of the Country Club's effluent water infrastructure. The parties agree that the Effluent Control Building (Building #600) and the Lab Sampler located therein, shall be designated at the City's effluent water infrastructure. The City shall be responsible for maintenance of the City's effluent water infrastructure.

**2. Permission for Effluent Water Infrastructure on City Property.** The parties understand and agree that the City hereby grants the Country Club revocable, non-exclusive permission to maintain its existing effluent water infrastructure on City-owned property. This permission may be revoked by the City at any time and for any reason, in the City's sole and absolute discretion. The parties further acknowledge and agree that this permission does not constitute an easement, nor does it create or imply any easement rights whatsoever in favor of the Country Club on any City-owned property.

**3. Maintenance Responsibility.** The Country Club acknowledges that it bears sole responsibility for the routine maintenance, repair, inspection, rehabilitation, and replacement of the Country Club's effluent water infrastructure identified herein. The Country Club 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 effluent water infrastructure identified herein. The City shall maintain such infrastructure in a safe, functional, and code-compliant condition in accordance with applicable federal, state, and local regulations.

**4. 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.

**5. Liability for Damage to City-Owned Property.** The Country Club shall be solely responsible and liable for any damage to City-owned property that is caused by the failure, malfunction, leakage, or other event related to the Country Club's effluent water infrastructure. In the event of such damage, the Country Club shall promptly reimburse the City for all costs and expenses reasonably incurred by the City to repair, replace, or restore the damaged City-owned property, including but not limited to labor, materials, equipment, engineering, and permitting costs. This obligation shall survive the termination or expiration of this Agreement.

**6. City's Right to Withhold Effluent Water Supply.** The City shall have the absolute right, in its sole and unfettered discretion, to withhold, suspend, or discontinue the supply of effluent water to the Country Club at any time and for any reason whatsoever. The City shall provide the Country Club with reasonable advance notice, when possible, of any changes to the operations or permitting at the City's wastewater treatment facility that may impact the effluent water provided to the Country Club. Without limiting the generality of the foregoing, the City may withhold effluent water due to:

- (a) changes in permitting requirements or regulatory obligations;
- (b) the City's need to use the effluent water for the operation, maintenance, or expansion of the water treatment plant; or
- (c) any emergency, including but not limited to equipment failure, system repairs, public health or safety concerns, or environmental protection needs.

The Country Club acknowledges and agrees that the City shall have no liability to the Country Club for any loss, damage, or inconvenience resulting from the City's decision to withhold effluent water under this Section.

**7. 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.

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

Notice to Buyer shall be sent to Country Club, c/o Aaron Nielsen, PO Box 655, Beatrice, NE 68310.

**9. Updates and Amendments.** This Agreement shall remain in effect unless and until formally amended in writing by both parties. Should either party's utility infrastructure boundaries change due to construction, renovation, or other activities, the parties agree to coordinate with the other party accordingly and retain documentation of such changes in its facilities records.

**10. 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.

**11. Duly Authorized.** The Country Club is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Nebraska. The Country Club has full corporate power and authority to enter into this Agreement, to carry out its obligations hereunder, and to grant the rights and permissions provided herein. The execution, deliver, and performance of this Agreement by the Country Club has been duly authorized by all necessary corporate action.

**12. 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.

*[Signatures on the following page.]*

Aaron Nielsen, on behalf of Beatrice Country Club, Inc., a Nebraska nonprofit corporation

Aaron Nielsen  
Aaron Nielsen, President

CITY OF BEATRICE, NEBRASKA  
A Nebraska Municipal Corporation

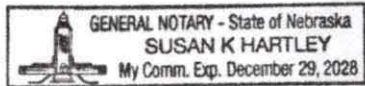
Robert Morgan  
Robert Morgan, Mayor

Attest:

Erin Saathoff  
Erin Saathoff, City Clerk

STATE OF NEBRASKA            )  
  ) ss.  
COUNTY OF GAGE            )

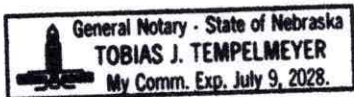
The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2026, by Aaron Nielsen, President and authorized signatory Beatrice Country Club, Inc., a Nebraska nonprofit corporation, as his voluntary act and deed on behalf of Southeast Community Country Club Area.



Susan K. Hartley  
Notary Public

STATE OF NEBRASKA            )  
  ) ss:  
COUNTY OF GAGE            )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 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



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## AGENDA ITEM

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

**For Agenda of:** July 6, 2026

**Exhibit(s):**

**Date Submitted:** July 1, 2026

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### **Recommend a resolution executing the Utility Infrastructure & Ownership Maintenance Agreement with Beatrice Country Club, Inc., to the Mayor and City Council**

James Burroughs, City Engineer, explained to the Board the City and Beatrice Country Club (BCC) have had a verbal agreement for a number of years for the use of effluent water supplied by the City to BCC, which is stored in one (1) of the ponds on the course and used to irrigate BCC. This agreement lays out who owns and maintains the infrastructure. Boardmember Zarybnicky inquired who owns the line running from the Wastewater Treatment Plant to the BCC and Burroughs stated the line is owned by BCC.

Moved by Jones, seconded by Zarbynicky, that the Mayor and City Council execute the Utility Infrastructure & Ownership Maintenance Agreement with Beatrice Country Club, Inc.

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

MOTION CARRIED.