

## RESOLUTION NUMBER 7832

A resolution authorizing the Mayor and City Clerk to enter into an Airport Removal Agreement with John Newton, a single person, for the purpose of removing an aircraft from the Beatrice Municipal Airport.

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 be and hereby are authorized to enter into an Airport Removal Agreement with John Newton, a single person, for the purpose of removing an aircraft from the Beatrice Municipal Airport. 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**SECTION 2.** That all resolutions or parts of resolutions in conflict are hereby repealed.

RESOLUTION PASSED AND ADOPTED this 17<sup>th</sup> day of August, 2026.

Attest:



Erin Saathoff, MMC, City Clerk



Robert Morgan, Mayor

## AIRCRAFT REMOVAL AGREEMENT

This Agreement is made and entered into on the \_\_\_\_ day of August, 2026, by and between the City of Beatrice, Nebraska, a municipal corporation ("City") and John Newton, a single person ("Newton").

**WHEREAS**, Newton owns or is in possession of a Cessna 402 aircraft, Tail Number N6387X (the "Aircraft"); and

**WHEREAS**, the Aircraft has been tied down on the City of Beatrice Municipal Airport apron since on or about June 19, 2024; and

**WHEREAS**, City and Newton desire to enter into an Aircraft Removal Agreement to remove the Aircraft from the Beatrice Municipal Airport.

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

**1. Removal Deadline.** Newton acknowledges that the Aircraft has been tied down on the Beatrice Municipal Airport apron since on or about June 19, 2024. Newton agrees to remove the Aircraft, including any and all associated equipment and personal property, from the Beatrice Municipal Airport no later than 5:00 p.m., Central Standard Time, August 31, 2026.

**2. Daily Fees After Removal Deadline.** Newton acknowledges and agrees that if the Aircraft remains on the premises of the Beatrice Municipal Airport after the removal deadline established in Section 1 of this Agreement, Newton shall pay the City daily storage fees in the amount of One Hundred Twenty-Five Dollars (\$125.00) per day, plus any applicable penalties or late fees authorized by City ordinance or Airport rules. These daily fees shall begin accruing on September 1, 2026.

**3. Right to Remove.** Newton acknowledges and agrees that the City reserves the right to remove the Aircraft at Newton's sole expense if it remains on the Beatrice Municipal Airport beyond August 31, 2026. Newton acknowledges and agrees that Newton shall be responsible for all costs associated with removal, storage, and any related expenses incurred by the City, including reasonable attorney's fees.

**4. Indemnification.** Newton agrees to indemnify, defend, and hold harmless the City, its officers, employees, agents, contractors, or subcontractors from any and all claims, damages, liabilities, or expenses arising out of or related to the Aircraft's presence at the Beatrice Municipal Airport or its removal.

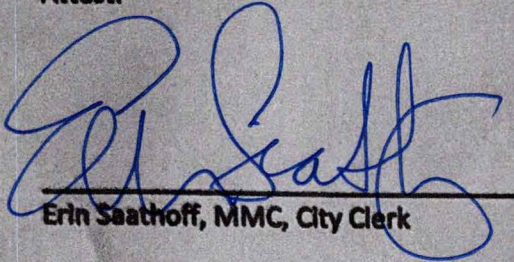
**5. Governing Law.** The laws of the State of Nebraska shall govern this Agreement.

**6. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto, and no agreements or warranties, oral or written, shall be considered as binding

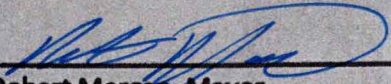


on the parties unless set forth herein. This Agreement supersedes all prior agreements between the parties hereto, whether written or oral.

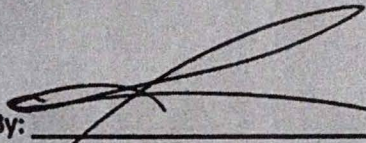
Attest:

  
Erin Saathoff, MMC, City Clerk

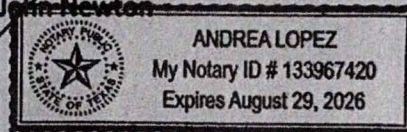
CITY OF BEATRICE, NEBRASKA  
A Municipal Corporation

By:   
Robert Morgan, Mayor

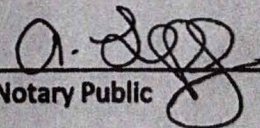
John Newton

By:   
John Newton

Texas  
STATE OF NEBRASKA )  
Dallas ) ss.  
COUNTY OF GAGE )



The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 2026, by John Newton to be his voluntary act and deed.

  
Notary Public





## MEMORANDUM

**TO:** Mayor & City Council

**DATE SUBMITTED:** July 16, 2026

**FROM:** Taylor Rivera  
City Attorney

**FOR AGENDA OF:** July 20, 2026

**SUBJECT:** Airport Removal Agreement  
John Newton

**EXHIBIT(S):**

John Newton owns a Cessna 402 aircraft, Tail Number N6387X that has been tied down of the Beatrice Municipal Airport since June 19, 2024. The proposed agreement gives Newton until August 31, 2026 to remove the aircraft from the Airport. In the event he fails to remove the aircraft by August 31, 2026, Newton will be subject to daily storage fees in the amount of One Hundred Twenty-Five Dollars (\$125.00) per day, plus any applicable penalties or late fees authorized by City ordinance or Airport rules. The proposed agreement also gives the City the right to remove said aircraft after August 31, 2026 at Newton's sole expense.