



City of Franklin Regular Meeting March 11, 2025 6:00 PM City Hall

1. **Call Meeting to Order Roll Call**
2. **Verification of Open Meetings Notice**
3. **Consent Agenda**
 - 3.a. Minutes of the previous meetings
 - 3.b. Treasurer's Report
 - 3.c. Budget Report
 - 3.d. Payroll
 - 3.e. **CLAIMS**
 - All approved claims, except for Vendor#688 to Duncan Welding for \$877.50, will be processed in a separate motion.
 - 3.f. Permits: Betty VanAllen, fence permit; Steve Dallmann, new structure; Julius Galvan, new structure.
 - 3.g. Franklin County Sheriff's report
 - 3.h. **Two River Public Health Department District**
 - Swimming pool inspections and permitting
 - Apply for permit by 3/15/2025
 - Permit fees for inspection will be \$200
4. **Discussion and Action Items**
 - 4.a. Discussion and action: on approval of a \$877.50 claim from vendor #688 Duncan Welding for services to the City of Franklin.
 - 4.b. Discussion and action: Barry Rubendall, Street Superintendent, on various street repairs around town.
 - 4.c. Discussion and action on purchasing additional Builders Risk coverage from LARM Insurance for the NAHTF grant during construction. The quote for one year is \$1,312.00.
 - 4.d. Discussion and action on the recommendation from Erickson Sullivan Architects firm on selecting the General Contractor for the NAHTF (Nebraska Affordable Housing Trust Fund) for the grant.

The City of Franklin follows the Nebraska Open Meetings Act. A copy is displayed in this room as required by state law. The Mayor and City Council may enter an Executive Session anytime during the meeting, even if not listed on the agenda. The Mayor and City Council intend to follow the agenda order but may rearrange items to suit schedules. Individuals who wish to address the council may be allotted a speaking time of three minutes per person, per topic. Speakers are kindly requested to approach the podium and articulate their topic with clarity and professionalism.



4.e. Discussion and action on the park committee's recommendation will involve selecting Erickson Sullivan Architects as the Engineering Firm for Zone 1 (adjacent to the Library) and Zone 2 (west shelter and restrooms) in relation to the RCRP Grant for the park renovation.

4.f. Discussion and update on the Zone 3 (Musical playground) and Zone 4 (Adult Fitness/Gaga Ball Pit) for the RCRP grant for the park.

4.g. Discussion and action on the procurement policy for the RCRP grant

4.h. Discussion and action on waiving dumping fees for the interior demolition of the Marcellus Building project by the City of Franklin.

4.i. Discussion and action on updated Boards and Committees for 2025

4.j. Discussion, action and update on 808 17th Ave, Vigil; 907 15th Ave, Davis; 213 14th Ave, Martin; 1302 L Street, Cestarich.

4.k. Discussion and action on nuisance abatement rescinding the following properties: 2024-FRAN-NET 1 7004; 2024-FRAN-NET 2

4.l. Discussion and update on the nuisance abatement program and review the list of properties. 2024-FRAN-9001;9002;9008;9004;9007;9006; 2023-FRAN-8014; 2024-FRAN-NET 1; NET 2

4.m. Discussion and action on hiring the 2025 swimming pool manager and setting summer wages will be discussed and voted on at the April 8, 2025, council meeting.

4.n. Discussion and action from the Franklin Little Flyer Academy Board members on ideas for the daycare building at 1312 Q Street and its future uses.

4.o. Discussion and action on Post Prom donation from the Keno account. The balance in the account is \$289.69. The council approved giving the balance of the Keno account to Post Prom to close it out at the October 8, 2024, council meeting.

4.p. Discussion and action on purchasing a mower and bagger from Gerdes Feed & Supply, a Gravely 660 mower for \$14,279.16 and a 660 bagger for \$3,611.15, a total quote of \$17,890.31

4.q. Discussion and action on May 2023 hail storm damage

- Painting on well house, sewer lagoon, and City Hall north side windows
- City Hall roof
- Replace roof on carports at the ball park and cemetery

5. Ordinances

5.a. Ordinance # 966 - Dog/Animal updated

5.b. Ordinance #965 Electric Rates - First reading

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6. Public Comments

7. Adjourn

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Franklin, Nebraska
February 11, 2025

City of Franklin Community Development Authority of the City of Franklin, Nebraska was held at City Hall in said City on February 11, 2025, at 5:45 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Dave Platt: Present, Margaret Siel: Present, Mike Stephens: Present, Sandy Urbina: Absent.

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all board members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in advance notice as in the notice to the board of this meeting. All proceedings hereafter shown were taken while the convened meeting was held open to the attendance of the public.

Motion made by Dave Platt, seconded by Mike Stephens to approve payment of \$1073.06 to Dorn Automotive for two windows and a door from grant application from March 12, 2024. Motion Passed. Dave Platt: Yea, Margaret Siel: Yea, Mike Stephens: Yea, Sandy Urbina: Absent
Yea: 3, Nay: 0, Absent: 1

Motion made by Margaret Siel, seconded by Dave Platt to state that the extension date of November 1, 2024, has expired and is no longer available for this grant application date of September 19, 2023 for Topsy Cow. Motion Passed. Dave Platt: Yea, Margaret Siel: Yea, Mike Stephens: Yea, Sandy Urbina: Absent
Yea: 3, Nay: 0, Absent: 1

No public comments

Adjourn meeting at 5:54 PM

ATTEST:

Raquel Felzien, City Clerk

APPROVED:

Margaret Siel, Mayor

Franklin, Nebraska
February 11, 2025

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on February 11, 2025, at 6:00 PM

Upon roll call, the following board members were in attendance: Dave Platt, Margaret Siel, Mike Stephens, Absent: Sandy Urbina.

Mayor Siel gave notice that a copy of the Open Meetings Act was properly posted in the Council Chambers.

Notice of this meeting was simultaneously given to all members and a copy of their acknowledgement of receipt of the notice and agenda was communicated in the advance notice as in the notice to the board members of this meeting. All proceedings hereafter shown were taken while the convened meeting was held open to the attendance of the public.

Motion made by Dave Platt, seconded by Mike Stephens to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes. Motion Passed.

Platt: Yea, Siel: Yea, Stephens: Yea, Urbina: Absent

Yea: 3, Nay: 0, Absent: 1

AFLAC	INS.	\$1,041.69
AMERICAN PATCHWORK	SUBSCRIP.	\$39.97
ATLAS AUTOMATION LLC	MAINT.	\$962.50
BAKER & TAYLOR	SUPP.	\$313.28
BELLAMY LAW	FEE	\$2,550.00
BCBS	INS.	\$10,842.92
BLACK HILLS	GAS	\$574.19
BOWER, MIKE	REIMB.	\$161.00
CAMPANA, ANTHONY	REIMB.	\$220.00
CASPIAN CREATES	FEE	\$540.00
CHRISTIE MALL	SERV.	\$80.00
CITY OF HOLDREGE	DISP.FEE	\$2,695.82
CPI	FUEL	\$1,551.16
DELTA DENTAL	INS.	\$562.18
DORN AUTO	MAINT.	\$1,094.05
DUTTON LAINSON	SUPPLIES	\$17,765.49
EAKES	FEE	\$44.99

EFTPS	PAYROLL	\$8,548.85
ELECTRIC FUND	ELECTRIC	\$5,295.79
FELZIEN, RAQUEL	REIMB.	\$68.18
FRANKLIN AUTO PARTS	MAINT.	\$1,863.25
FRANKLIN COUNTRY CLUB	FEE	\$851.00
FRANKLIN CO. CHRONICLE	FEE	\$639.89
FRANKLIN CO. SHERIFF	FEE	\$6,087.50
FRANKLIN PUBLIC SCHOOL	FEE	\$50.00
FREEDOM CLAIMS	FEE	\$3,000.00
GERDES FEED	MAINT.	\$128.68
GLENWOOD TELE.	PHONE	\$533.21
GOLDSTAR PRODUCTS	MAINT.	\$2,952.61
GRAINGER	MAINT.	\$27.06
GUGE, DONN & JANET	REIMB.	\$276.70
HOMETOWN LEASING	FEE	\$407.38
JIM'S OK TIRE	MAINT.	\$2,796.00
LARM	INS.	\$3,571.16
LIBERTY NATIONAL	FEE	\$26.49
MADISON LIFE	INS	\$56.30
MICHAEL TODD	SUPP.	\$109.50
MICHELLE KAHR	REIMB.	\$110.88
MG TRUST	FEE	\$4,392.08
MUNICIPAL SUPPLY	MAINT.	\$1,630.45
NE DEPT OF REV	SALES TAX	\$6,371.60
NE DEPT OF TRANS.	FEE	\$2,779.70
NE PUBLIC HEALTH	FEE	\$15.00
NE LIBRARY COMMISSION	FEE	\$900.00
PAYROLL	PAYROLL	\$28,559.67
PITSTOP	FUEL	\$85.36
PLANK'S HWDE	SUPPLY	\$200.13
PROFORMA	SUPPLY	\$212.00
QUADIENT/FINANCE	POSTAGE	\$350.00
R & R SALES	MAINT.	\$43.64

RETIREMENT PLAN	PAYROLL	\$1,180.14
RIGHTWAY	SUPP.	\$70.18
SAHLING KENWORTH	MAINT.	\$1,714.73
SANITATION PRODUCTS	MAINT.	\$557.50
SARGENT DRILLING	MAINT.	\$3,176.68
SCHMIDT COMPUTER	MAINT.	\$162.50
SCEDD	FEE	\$5,000.00
S.E. SMITH & SONS	MAINT.	\$119.70
SOUTHERN POWER	FEE	\$55,136.11
SPRING VALLEY CUTTING LLC	EQUIP.	\$10,500.00
TODD BARGER	MAINT.	\$75.00
UNEMPLOYEMENT	PAYROLL	\$14.62
U.S. BANK	SUPP.	\$4,451.25
VANSICKLER, DAWNA	REIMB.	\$65.34
VERIZON	PHONE	\$82.95
VSP	INS	\$185.87
WAPA	FEE	\$7,551.36
	TOTAL	\$214,023.23

Discussion on fiscal year 2024 audit with Kyle Overturf from AMGL, PC.

Discussion with Sam Reinke from Southern Public Power District on their annual update on wholesale rates and projections for 2025, and the energy wise incentive programs they offer.

Discussion with Katie Mulligan from Two Rivers Public Health Department about their services they offer to Franklin County residents.

Discussion with Ryan Kavan of JEO Consulting about two streets that need repaired in the future. P Street from 9th Ave to 10th Ave and L Street from 9th Ave to 14th Ave. Motion made by Dave Platt, seconded by Mike Stephens to table to this discussion on street repairs on P Street from 9th Ave to 10th Ave and L Street from 9th Ave to 14th Ave until budget time to reevaluate this project with JEO. Motion Passed.

Platt: Yea, Siel: Yea, Stephens: Yea, Urbina: Absent

Yea: 3, Nay: 0, Absent: 1

Discussion on rescinding declared nuisance, no action taken.

Discussion on review of parcels in the nuisance abatement program, no action taken.

Discussion on STARR grant program and next steps, no action taken.

Discussion on 2025 nuisance abatement program and how the council wants to move forward, no action taken.

Discussion with Amanda Shelton, the Library director on her yearly reporting of activities for fiscal year 2024, no action taken.

Motion made by Mike Stephens, seconded by Dave Platt to approve Dave Duncan as the council member fulfilling term until December 2026. Motion Passed.

Platt: Yea, Siel: Yea, Stephens: Yea, Urbina: Absent

Yea: 3, Nay: 0, Absent: 1

Motion made by Mike Stephens, seconded by Dave Platt to approve the following listed items to be surplus items taken to the Macon Lions Sale March 19th. 2018 Ex-mark Mower Laser Z read charge - Kohler Deck 60" - 650 hours; 1979 International S Series 1724 - Red/White - Miles; Snapper mower - 24 HP Engine. Motion Passed.

Platt: Yea, Siel: Yea, Stephens: Yea, Urbina: Absent

Yea: 3, Nay: 0, Absent: 1

Discussion on suggestions on tree dump signs and park grant updates during the construction phase.

Discussion and update on the NAHTF grant for the Marcellus building. Notice of bidders have been published in the Franklin County Chronicle, Kearney Hub, and online.

Discussion and update on the RCRP park grant. Request for proposals have been published and emailed to park equipment companies for zones 3 and 4.

No public comments.

Adjourn meeting at 8:39 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin Public Library
Board of Trustees
Regular Meeting
February 10, 2025

The meeting was called to order at 6:00 p.m. by President Joan Dorn . In attendance, were Trustees, Joan Dorn, Taylor Herrick, Melinda Siel and Susie Headrick, Linda Lennemann and Librarian Amanda Shelton. Absent: None Visitors: None

Open Meetings Act posted.
Notice of Meeting posted.

Melinda made a motion to call for the election of officers for 2025. Joan Dorn was nominated for President. Susie Headrick was nominated for Vice President. Melinda Siel was nominated for Secretary. A motion was made by Susie and seconded by Linda to approve nominations. Motion carried 5-0.

Joan presented the agenda. The minutes of the December meeting were read. Susie made a motion and Joan seconded the motion to approve the agenda and minutes. Motion carried 5-0.

Correspondence & Communication:
None

No visitor comments

Librarian Report:

Amanda reported the Youth Services for Excellence Grant was received in the amount of \$546.00. The grant money will be applied towards Summer Reading supplies and activities.

The annual report to the City Council for the Library was presented.

Circulation statistics for November and December were reviewed.

There were no committee reports.

Other items of interest:

There was no other business. Linda made a motion to adjourn and Taylor seconded the motion. Motion carried 5-0

Meeting adjourned at 6:15 p.m.

The next regular meeting will be April 7, 2025

Melinda Siel, Secretary

Cornerstone Bank & SCSB for March 11, 2025 meeting

Begining Balance	\$673,637.23
Credit Transactions	\$245,814.68
Debit Transactions	\$207,516.96
ending bank balance	\$711,934.95

KENO CHECKING	\$209.69
C & D Enterprise Fund	\$64,147.01
Farmers State Bank Trust/ Health Acct	\$51,116.54

TOTAL OF ALL CHECKING ACCOUNTS \$827,408.19

CD BALANCES CORNERSTONE BANK (CBS)	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM
CSB CD#114064	\$53,144.79		4.42%	06/05/2025	7 MONTHS
CSB CD# 115430	\$271,323.46		4.28%	7/20/2025	7 MONTHS
CSB CD#127417	\$55,464.35		3.94%	9/9/2025	11 MONTHS
CSB CD#127418	\$54,944.90		3.94%	9/9/2025	11 MONTHS
CSB CD#127419	\$150,024.26		4.42%	5/9/2025	7 MONTHS
CSB CD#128049	\$296,290.36	\$3,264.55	4.42%	06/06/2025	7 MONTHS
CSB CD# 128710	\$174,323.95	\$1,860.53	4.28%	06/26/2025	7 MONTHS
CSB CD#128711	\$174,323.96	\$1,860.53	4.28%	06/26/2025	7 MONTHS
Total CBS:	\$1,229,840.03	\$6,985.61			

SOUTH CENTRAL STATE BANK (SCSB)	CERTIFICATE VALUE	INTEREST EARNED	RATE	MATURITY DATE	ACCOUNT TERM
SCSB CD#405491	\$140,762.73		1.40%	08/01/2025	9 MONTHS
SCSB CD#405525	\$438,610.53	\$5,361.73	1.30%	8/12/2025	6 MONTHS
SCSB CD#405526	\$323,785.95	\$1,138.55	1.40%	08/12/2025	9 MONTHS
SCSB CD#405571	\$52,922.49		4.91%	03/01/2025	6 MONTHS
SCSB CD#405572	\$138,871.58		4.91%	03/01/2025	6 MONTHS
SCSB CD#405673	\$116,756.64		1.30%	07/24/2025	6 MONTHS
Total SCSB:	\$1,211,709.92	\$6,500.28			

Total CD's Investments: \$2,441,549.95 \$13,485.89

GRAND TOTAL CHECKING & CD'S: \$3,268,958.14

Cashed 3/10/2025 - CD#405572 and put in checking account at SCSB. This account is the one we use for payroll.

CD#405571 was cashed and put into a new CD for 5 months at 4.08%

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	15,696.66	57,748.30	25.53	168,450.79	226,199.09
05-00-4103	CITY SALES TAX	12,534.04	53,527.52	44.61	66,472.48	120,000.00
05-00-4211	STATE EQUALIZATION PYMT				149,476.58	149,476.58
05-00-4305	MISC REVENUES	6,911.00	6,911.00	55.29	5,589.00	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES		10.00	1.00	990.00	1,000.00
05-00-4320	LIQUOR/TOBACCO LICENSE		1,550.00	44.29	1,950.00	3,500.00
05-00-4340	FINES & FEES	1,038.00	1,875.00	25.00	5,625.00	7,500.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON				500.00	500.00
05-00-4380	FRANCHISE FEES		2,237.59	44.75	2,762.41	5,000.00
05-00-4400	INSURANCE PROCEES				50,000.00	50,000.00
05-00-4910	TRANSFER REVENUE				325,000.00	325,000.00
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	ADMIN TOTAL	36,179.70	123,859.41	13.75	776,816.26	900,675.67
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS	575.00	575.00	23.00	1,925.00	2,500.00
05-01-4014	BALL PARK ADMISSIONS				3,250.00	3,250.00
05-01-4016	BALL PARK CONCESSIONS				5,000.00	5,000.00
05-01-4640	SUMMER REC DONATIONS				2,000.00	2,000.00
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	SUMMER RECREATION TOTAL	575.00	575.00	4.51	12,175.00	12,750.00
POOL DEPARTMENT						
05-03-4014	POOL ADMISSIONS				5,000.00	5,000.00
05-03-4016	POOL CANDY				1,500.00	1,500.00
05-03-4017	SWIMMING LESSONS				1,500.00	1,500.00
05-03-4108	SWIM TEAM REVENUE				300.00	300.00
05-03-4305	MISC REVENUE - POOL				200.00	200.00
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	POOL TOTAL	.00	.00	.00	8,500.00	8,500.00
PARK DEPARTMENT						
05-04-4015	RV PARK INCOME		694.88	34.74	1,305.12	2,000.00
05-04-4343	GRANT MONEY				475,000.00	475,000.00
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	PARK TOTAL	.00	694.88	.15	476,305.12	477,000.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	99.30	289.45	19.30	1,210.55	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
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	LIBRARY TOTAL	99.30	289.45	14.47	1,710.55	2,000.00
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME	200.00	2,700.00	27.00	7,300.00	10,000.00
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BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CEMETERY TOTAL	200.00	2,700.00	27.00	7,300.00	10,000.00
		=====	=====	=====	=====	=====
	GENERAL TOTAL	37,054.00	128,118.74	9.08	1282,806.93	1,410,925.67
		=====	=====	=====	=====	=====
ADMIN DEPARTMENT						
12-00-4125	LOAN PROCEEDS-STREET				125,000.00	125,000.00
12-00-4230	HIGHWAY ALLOCATIONS - STR	14,277.70	77,177.82	44.11	97,792.18	174,970.00
12-00-4231	MOTOR VEHICLE FEES - STR	3,574.87	9,798.76	48.99	10,201.24	20,000.00
12-00-4305	SALE OF EQUIPMENT-STR	297.78	297.78		297.78-	
12-00-4321	ROAD TAX - STR	336.00	1,295.14	32.38	2,704.86	4,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	2,477.43	11,975.74	47.90	13,024.26	25,000.00
12-00-4910	TRANSFER REVENUE - STR				110,000.00	110,000.00
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	ADMIN TOTAL	20,963.78	100,545.24	21.91	358,424.76	458,970.00
		=====	=====	=====	=====	=====
	STREET TOTAL	20,963.78	100,545.24	21.91	358,424.76	458,970.00
		=====	=====	=====	=====	=====
15-00-4020	KENO LOTTO REVENUE				150.00	150.00
		-----	-----	-----	-----	-----
	ADMIN TOTAL	.00	.00	.00	150.00	150.00
		=====	=====	=====	=====	=====
	COMMUNITY BETTERMENT TOTAL	.00	.00	.00	150.00	150.00
		=====	=====	=====	=====	=====
16-00-4103	CDA CITY SALES TAX REVENUE	4,178.01	17,842.48	50.98	17,157.52	35,000.00
16-00-4125	LOAN PROCEEDS/CDA GRANT				1422,000.00	1,422,000.00
16-00-4910	TRANSFER FROM OTHER FUNDS				500,000.00	500,000.00
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	ADMIN TOTAL	4,178.01	17,842.48	.91	1939,157.52	1,957,000.00
		=====	=====	=====	=====	=====
	CDA TOTAL	4,178.01	17,842.48	.91	1939,157.52	1,957,000.00
		=====	=====	=====	=====	=====
		=====	=====	=====	=====	=====
	TOTAL REVENUE	62,195.79	246,506.46	6.44	3580,539.21	3,827,045.67
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SUMMER RECREATION DEPARTMENT						
05-01-5010	FUEL				2,000.00	2,000.00

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-01-5040	ELECTRICITY BALL PARK				200.00	200.00
05-01-5070	PENSION BENEFIT				200.00	200.00
05-01-5110	SALARIES- SUMMER REC				2,500.00	2,500.00
05-01-5111	UMPIRE FEES				2,000.00	2,000.00
05-01-5120	FICA				200.00	200.00
05-01-5280	UNIFORMS				1,000.00	1,000.00
05-01-5310	CHEMICALS				250.00	250.00
05-01-5320	MATERIALS/SUPPLIES				1,000.00	1,000.00
05-01-5321	EQUIPMENT				2,000.00	2,000.00
05-01-5350	PRINTING				100.00	100.00
05-01-5420	MAINT/REPAIRS		606.00	40.40	894.00	1,500.00
05-01-5450	FEES/DUES				1,200.00	1,200.00
05-01-5610	SUMMER RECREATION MISC EXPENSE		80.00-	16.00-	580.00	500.00
05-01-5800	CAPITAL OUTLAY- SUM REC				5,000.00	5,000.00
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	SUMMER RECREATION TOTAL	.00	526.00	2.68	19,124.00	19,650.00
POOL DEPARTMENT						
05-03-5020	PHONE - POOL		94.88-	18.98-	594.88	500.00
05-03-5030	NATURAL GAS - POOL		10.12	4.05	239.88	250.00
05-03-5040	ELECTRICITY - POOL		397.96	26.53	1,102.04	1,500.00
05-03-5110	SALARIES - POOL				40,000.00	40,000.00
05-03-5120	FICA EXPENSE - POOL				3,750.00	3,750.00
05-03-5140	PROFESSIONAL - POOL	524.79	1,324.47	88.30	175.53	1,500.00
05-03-5150	INSURANCE - POOL		3,764.16	75.28	1,235.84	5,000.00
05-03-5310	CHEMICALS - POOL				10,000.00	10,000.00
05-03-5320	MATERIAL/SUPPLIES - POOL				3,000.00	3,000.00
05-03-5420	MAINTENANCE & REPAIRS - POOL		28.00	.28	9,972.00	10,000.00
05-03-5440	SCHOOLING - POOL				1,000.00	1,000.00
05-03-5450	FEES & DUES - POOL		75.00	9.38	725.00	800.00
05-03-5610	MISC EXPENSE - POOL				300.00	300.00
05-03-5611	SWIM TEAM EXPENSES				500.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL		19.95	7.98	230.05	250.00
05-03-5800	CAPITAL OUTLAY - POOL				4,000.00	4,000.00
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	POOL TOTAL	524.79	5,524.78	6.71	76,825.22	82,350.00
PARK DEPARTMENT						
05-04-5010	FUEL - PARK	222.43	943.00	47.15	1,057.00	2,000.00
05-04-5020	PHONE - PARK	34.95	174.75	34.95	325.25	500.00
05-04-5040	ELECTRICITY - PARK	178.01	932.41	31.08	2,067.59	3,000.00
05-04-5070	PENSION PLAN - PARK	80.00	209.60	20.96	790.40	1,000.00
05-04-5110	SALARIES - PARK	1,949.51	11,743.02	53.38	10,256.98	22,000.00
05-04-5120	SOCIAL SECURITY - PARK	138.14	806.77	32.27	1,693.23	2,500.00
05-04-5140	PROFESSIONAL - PARK	527.31	1,330.83	88.72	169.17	1,500.00
05-04-5150	INSURANCE - PARK		2,823.12	70.58	1,176.88	4,000.00
05-04-5151	LIFE INSURANCE - PARK	3.20	19.26	9.63	180.74	200.00
05-04-5160	UNEMPLOYMENT - PARK		4.58	4.58	95.42	100.00
05-04-5190	HEALTH INSURANCE - PARK	1,178.58	5,408.60	80.73	1,291.40	6,700.00

BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-04-5192	DENTAL/VISION INS	82.88	443.50		443.50-	
05-04-5280	UNIFORMS - PARK		123.57	61.79	76.43	200.00
05-04-5310	CHEMICALS - PARK				1,750.00	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	137.49	1,045.86	19.02	4,454.14	5,500.00
05-04-5340	OFFICE EXPENSES - PARK		22.56	4.51	477.44	500.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	373.48	2,222.76	35.85	3,977.24	6,200.00
05-04-5450	FEES & DUES - PARK		765.00		765.00-	
05-04-5610	MISCELLANEOUS - PARK				900.00	900.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK		84.96	16.99	415.04	500.00
05-04-5800	CAPITAL OUTLAY - PARK		37.50	.01	564,962.50	565,000.00
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	PARK TOTAL	4,905.98	29,141.65	4.67	594,908.35	624,050.00
GENERAL DEPARTMENT						
05-05-5010	FUEL - GEN		69.63	23.21	230.37	300.00
05-05-5020	PHONE - GEN	215.57	1,084.99	47.17	1,215.01	2,300.00
05-05-5030	NATURAL GAS - GEN	371.87	886.33		886.33-	
05-05-5040	ELECTRICITY - GEN	382.72	1,604.84	64.19	895.16	2,500.00
05-05-5070	PENSION PLAN - GEN	415.96	1,779.10	50.83	1,720.90	3,500.00
05-05-5110	SALARIES - GEN	7,572.18	42,164.27	52.71	37,835.73	80,000.00
05-05-5120	SOCIAL SECURITY - GEN	573.21	3,209.81	52.19	2,940.19	6,150.00
05-05-5140	PROFESSIONAL - GEN	3,344.79	16,932.47	70.55	7,067.53	24,000.00
05-05-5150	INSURANCE - GEN		15,839.40	79.20	4,160.60	20,000.00
05-05-5151	LIFE INSURANCE - GEN	6.39	32.07	21.38	117.93	150.00
05-05-5160	UNEMPLOYMENT - GEN		4.58	6.11	70.42	75.00
05-05-5190	HEALTH INSURANCE - GEN	2,554.40	12,034.25	30.09	27,965.75	40,000.00
05-05-5192	VISION/DENTAL INS	233.53	1,098.07	54.90	901.93	2,000.00
05-05-5280	UNIFORM - GEN				250.00	250.00
05-05-5320	MATERIALS/SUPPLIES - GEN	1,386.54	4,441.67	59.22	3,058.33	7,500.00
05-05-5340	OFFICE EXPENSES - GEN	438.23	1,346.28	67.31	653.72	2,000.00
05-05-5360	POSTAGE - GENERAL		8.20	2.73	291.80	300.00
05-05-5420	MAINTENANCE/REPAIRS - GEN	75.00	23,317.66	105.03	1,117.66-	22,200.00
05-05-5440	SCHOOLING - GEN	215.56	914.49	2.03	44,085.51	45,000.00
05-05-5450	FEES & DUES - GEN	3,204.75	33,006.78	66.01	16,993.22	50,000.00
05-05-5459	ELECTION EXPENSES - GEN		182.50	36.50	317.50	500.00
05-05-5610	MISC - GENERAL	851.00	851.00	2.13	39,149.00	40,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	780.13	18,682.03	53.38	16,317.97	35,000.00
05-05-5795	LOAN TO CDA				250,000.00	250,000.00
05-05-5800	CAPITAL OUTLAY - GEN				30,000.00	30,000.00
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	GENERAL TOTAL	22,621.83	179,490.42	27.04	484,234.58	663,725.00
POLICE DEPARTMENT						
05-06-5110	SALARIES - POL	967.93	3,451.97	13.81	21,548.03	25,000.00
05-06-5120	SOCIAL SECURITY - POL	74.04	264.06		264.06-	
05-06-5140	PROFESSIONAL - POL	524.79	1,324.47		1,324.47-	
05-06-5150	INSURANCE - POL		9,410.41		9,410.41-	
05-06-5160	UNEMPLOYMENT - POL		4.58		4.58-	
05-06-5280	POLICE UNIFORMS		293.00-		293.00	

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-06-5320	MATERIALS/SUPPLIES - POL		51.20		51.20-	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	40,160.00	40.16	59,840.00	100,000.00
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	POLICE TOTAL	7,598.76	54,373.69	43.50	70,626.31	125,000.00
LIBRARY DEPARTMENT						
05-08-5020	PHONE - LIB	109.24	546.76	42.06	753.24	1,300.00
05-08-5040	ELECTRICITY - LIB	462.45	1,180.39	26.23	3,319.61	4,500.00
05-08-5070	PENSION PLAN - LIB	171.60	942.00	52.33	858.00	1,800.00
05-08-5110	SALARIES - LIB	4,075.95	21,484.11	45.23	26,015.89	47,500.00
05-08-5111	SALARIES- CLEANING	50.00	250.00	41.67	350.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	305.23	1,604.04	53.47	1,395.96	3,000.00
05-08-5140	PROFESSIONAL - LIB	524.79	1,324.47	88.30	175.53	1,500.00
05-08-5150	INSURANCE - LIB		1,882.08	94.10	117.92	2,000.00
05-08-5151	LIFE INSURANCE - LIB	32.88	177.03	29.51	422.97	600.00
05-08-5160	UNEMPLOYMENT - LIB		4.58	4.58	95.42	100.00
05-08-5190	HEALTH INSURANCE - LIB	628.57	3,142.85	39.29	4,857.15	8,000.00
05-08-5192	DENTAL/VISION INS	61.56	318.91	53.15	281.09	600.00
05-08-5280	UNIFORMS - LIB				200.00	200.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	54.09	977.14	61.07	622.86	1,600.00
05-08-5340	OFFICE EXPENSES - LIB	245.00	277.81	18.52	1,222.19	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB				6,000.00	6,000.00
05-08-5440	SCHOOLING - LIB		175.48	14.62	1,024.52	1,200.00
05-08-5450	FEES & DUES - LIB	925.74	1,628.70	93.07	121.30	1,750.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	121.10	795.43	31.82	1,704.57	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB	186.48	625.94	62.59	374.06	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB				2,000.00	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	514.49	3,054.94	48.88	3,195.06	6,250.00
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	LIBRARY TOTAL	8,469.17	40,392.66	42.23	55,257.34	95,650.00
CEMETERY DEPARTMENT						
05-11-5010	FUEL - CEM		154.43	12.87	1,045.57	1,200.00
05-11-5070	PENSION PLAN - CEM	80.02	101.80	10.18	898.20	1,000.00
05-11-5110	SALARIES - CEM	1,949.49	9,945.48	49.73	10,054.52	20,000.00
05-11-5120	SOCIAL SECURITY - CEM	138.14	675.25	45.02	824.75	1,500.00
05-11-5140	PROFESSIONAL - CEM	524.79	1,324.47	88.30	175.53	1,500.00
05-11-5150	INSURANCE - CEM		941.04	67.22	458.96	1,400.00
05-11-5151	LIFE INSURANCE - CEM	3.19	19.24	3.85	480.76	500.00
05-11-5160	UNEMPLOYMENT - CEM		4.58	6.11	70.42	75.00
05-11-5190	HEALTH INSURANCE - CEM	1,178.57	5,202.30	78.82	1,397.70	6,600.00
05-11-5192	DENTAL/VISION INS	82.90	414.43	82.89	85.57	500.00
05-11-5310	CHEMICALS - CEM				1,000.00	1,000.00
05-11-5320	MATERIALS/SUPPLIES - CEM		240.00	8.00	2,760.00	3,000.00
05-11-5420	MAINTENANCE/REPAIRS - CEM	133.06	526.27	7.52	6,473.73	7,000.00
05-11-5450	FEES & DUES - CEM				300.00	300.00
05-11-5610	MISCELLANEOUS - CEM				300.00	300.00

BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-11-5630	CONTRACTS & AGREEMENTS - CEM		500.00	500.00	400.00-	100.00
05-11-5800	CAPITAL OUTLAY - CEM				9,000.00	9,000.00
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	CEMETERY TOTAL	4,090.16	20,049.29	36.47	34,925.71	54,975.00
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	GENERAL TOTAL	48,210.69	329,498.49	19.78	1335,901.51	1,665,400.00
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ADMIN DEPARTMENT						
12-00-5010	FUEL - STR	896.85	3,716.21	29.73	8,783.79	12,500.00
12-00-5020	PHONE - STR	77.89	389.44	38.94	610.56	1,000.00
12-00-5040	ELECTRICITY - STR	2,382.09	10,822.59	39.35	16,677.41	27,500.00
12-00-5070	PENSION PLAN - STR	370.29	1,619.79	49.84	1,630.21	3,250.00
12-00-5110	SALARIES - STR	6,171.75	26,996.75	44.99	33,003.25	60,000.00
12-00-5120	SOCIAL SECURITY - STR	470.37	2,045.22	40.90	2,954.78	5,000.00
12-00-5140	PROFESSIONAL - STR	3,304.49	5,104.17	78.53	1,395.83	6,500.00
12-00-5150	INSURANCE - STR		14,239.18	79.11	3,760.82	18,000.00
12-00-5151	LIFE INSURANCE - STR	5.18	27.23	27.23	72.77	100.00
12-00-5160	UNEMPLOYMENT - STR		4.58	4.58	95.42	100.00
12-00-5190	HEALTH INSURANCE - STR	2,545.72	12,728.60	36.37	22,271.40	35,000.00
12-00-5192	DENTAL/VISION INS	187.56	907.86	60.52	592.14	1,500.00
12-00-5280	UNIFORMS - STR				200.00	200.00
12-00-5310	CHEMICALS - STR				700.00	700.00
12-00-5320	MATERIALS/SUPPLIES - STR	231.60	474.05	14.81	2,725.95	3,200.00
12-00-5340	OFFICE EXPENSES - STR		236.56	47.31	263.44	500.00
12-00-5380	SAND AND GRAVEL - STR		536.43	8.94	5,463.57	6,000.00
12-00-5390	CEMENT - STR		670.00	6.70	9,330.00	10,000.00
12-00-5400	SIGNS - STR		1,816.56	24.22	5,683.44	7,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	4,930.46	16,068.88	40.17	23,931.12	40,000.00
12-00-5421	ARMOR COATING - STR				40,000.00	40,000.00
12-00-5422	TAC COTE AND COLD MIX - STR		441.70	44.17	558.30	1,000.00
12-00-5423	ICE MELT - STR		2,334.85	93.39	165.15	2,500.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET		85.20	17.04	414.80	500.00
12-00-5800	CAPITAL OUTLAY - STR		10,500.00	5.25	189,500.00	200,000.00
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	ADMIN TOTAL	21,574.25	111,765.85	23.16	370,784.15	482,550.00
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	STREET TOTAL	21,574.25	111,765.85	23.16	370,784.15	482,550.00
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15-00-5640	DONATIONS- COMMUNITIY BETTERMNT		400.00	47.06	450.00	850.00
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	ADMIN TOTAL	.00	400.00	47.06	450.00	850.00
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	COMMUNITY BETTERMENT TOTAL	.00	400.00	47.06	450.00	850.00
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BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
16-00-5640	CDA EXPENDITURE		69,730.53	69.73	30,269.47	100,000.00
16-00-5700	REVOLVING LOAN	1,073.06	25,703.91	51.41	24,296.09	50,000.00
16-00-5705	PROFESSIONAL FEES				1,000.00	1,000.00
16-00-5800	CDA CAPITAL OUTLAY		73,574.92	3.83	1848,425.08	1,922,000.00
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	ADMIN TOTAL	1,073.06	169,009.36	8.15	1903,990.64	2,073,000.00
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	CDA TOTAL	1,073.06	169,009.36	8.15	1903,990.64	2,073,000.00
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	TOTAL EXPENSES	70,858.00	610,673.70	14.46	3611,126.30	4,221,800.00
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	NET PROFIT/LOSS:	8,662.21-	364,167.24-	92.25	30,587.09-	394,754.33-

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	36,179.70	123,859.41	13.75	776,816.26	900,675.67
	SUMMER RECREATION TOTAL	575.00	575.00	4.51	12,175.00	12,750.00
	POOL TOTAL	.00	.00	.00	8,500.00	8,500.00
	PARK TOTAL	.00	694.88	.15	476,305.12	477,000.00
	LIBRARY TOTAL	99.30	289.45	14.47	1,710.55	2,000.00
	CEMETERY TOTAL	200.00	2,700.00	27.00	7,300.00	10,000.00
	GENERAL TOTAL	37,054.00	128,118.74	9.08	1282,806.93	1,410,925.67
	ADMIN TOTAL	20,963.78	100,545.24	21.91	358,424.76	458,970.00
	STREET TOTAL	20,963.78	100,545.24	21.91	358,424.76	458,970.00
	TOTAL REVENUE	58,017.78	228,663.98	12.23	1641,231.69	1,869,895.67
	SUMMER RECREATION TOTAL	.00	526.00	2.68	19,124.00	19,650.00
	POOL TOTAL	524.79	5,524.78	6.71	76,825.22	82,350.00
	PARK TOTAL	4,905.98	29,141.65	4.67	594,908.35	624,050.00
	GENERAL TOTAL	22,621.83	179,490.42	27.04	484,234.58	663,725.00
	POLICE TOTAL	7,598.76	54,373.69	43.50	70,626.31	125,000.00

BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	8,469.17	40,392.66	42.23	55,257.34	95,650.00
	CEMETERY TOTAL	4,090.16	20,049.29	36.47	34,925.71	54,975.00
	GENERAL TOTAL	48,210.69	329,498.49	19.78	1335,901.51	1,665,400.00
	ADMIN TOTAL	21,574.25	111,765.85	23.16	370,784.15	482,550.00
	STREET TOTAL	21,574.25	111,765.85	23.16	370,784.15	482,550.00
	TOTAL EXPENSES	69,784.94	441,264.34	20.54	1706,685.66	2,147,950.00
	NET PROFIT/LOSS:	11,767.16-	212,600.36-	76.46	65,453.97-	278,054.33-

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	110,230.71	530,570.55	40.81	769,429.45	1,300,000.00
01-00-4050	PENALTY REVENUE - ELEC	573.02	2,763.52	36.85	4,736.48	7,500.00
01-00-4300	INTEREST - ELEC		407.62	13.59	2,592.38	3,000.00
01-00-4500	METER DEPOSITS	450.00	895.00	25.57	2,605.00	3,500.00
01-00-4610	MISC REVENUES - ELEC		2,260.38	56.51	1,739.62	4,000.00
01-00-4950	LOAN PROCEEDS - ELEC				150,000.00	150,000.00
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	ADMIN TOTAL	111,253.73	536,897.07	36.57	931,102.93	1,468,000.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP	13,687.50	72,270.00	43.80	92,730.00	165,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	282.92	1,703.50	56.78	1,296.50	3,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP	20.00	100.00	41.67	140.00	240.00
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	POWER PLANT TOTAL	13,990.42	74,073.50	44.03	94,166.50	168,240.00
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	ELECTRIC TOTAL	125,244.15	610,970.57	37.34	1025,269.43	1,636,240.00
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ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	13,786.70	86,055.64	37.42	143,944.36	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	4,805.02	31,108.85	47.86	33,891.15	65,000.00
02-00-4020	MISC WATER INCOME	385.65	795.90	26.53	2,204.10	3,000.00
02-00-4050	PENALTY REVENUE - WTR	84.20	789.82	5.27	14,210.18	15,000.00
02-00-4125	LOAN PROCEEDS - WATER				150,000.00	150,000.00
02-00-4300	INTEREST - WATER		407.62	14.82	2,342.38	2,750.00
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	ADMIN TOTAL	19,061.57	119,157.83	25.58	346,592.17	465,750.00
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	WATER TOTAL	19,061.57	119,157.83	25.58	346,592.17	465,750.00
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03-00-4010	CONSUMERS REVENUE - SWR	9,637.48	48,465.64	42.14	66,534.36	115,000.00
03-00-4050	PENALTY REVENUE - SWR	62.63	406.43	40.64	593.57	1,000.00
03-00-4125	LOAN PROCEEDS - SEWER				150,000.00	150,000.00
03-00-4300	INTEREST -SEWER		407.62	13.59	2,592.38	3,000.00
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	ADMIN TOTAL	9,700.11	49,279.69	18.32	219,720.31	269,000.00
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	SEWER TOTAL	9,700.11	49,279.69	18.32	219,720.31	269,000.00
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BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	14,437.17	79,826.30	45.62	95,173.70	175,000.00
04-07-4050	PENALTY REVENUE - SAN	100.58	543.16	36.21	956.84	1,500.00
04-07-4200	C & D REVENUE - SAN	65.30	3,987.10	39.87	6,012.90	10,000.00
04-07-4300	INTEREST - SAN		407.54	12.74	2,792.46	3,200.00
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	SANITATION TOTAL	14,603.05	84,764.10	44.68	104,935.90	189,700.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR	228.60	685.33	13.71	4,314.67	5,000.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W		3,532.27	23.55	11,467.73	15,000.00
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	WASTE REDUCTION TOTAL	228.60	4,217.60	21.09	15,782.40	20,000.00
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	SANITATION/WASTE REDUCT TOTAL	14,831.65	88,981.70	42.43	120,718.30	209,700.00
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		=====	=====	=====	=====	=====
	TOTAL REVENUE	168,837.48	868,389.79	33.65	1712,300.21	2,580,690.00
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ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC	136.83	632.27	21.08	2,367.73	3,000.00
01-00-5020	PHONE - ELEC	37.45	187.25	37.45	312.75	500.00
01-00-5030	NATURAL GAS - ELEC	296.32	726.01	48.40	773.99	1,500.00
01-00-5041	POWER PURCHASED - ELEC	61,013.47	309,645.17	39.95	465,354.83	775,000.00
01-00-5070	PENSION PLAN - ELEC	407.48	2,852.31	43.88	3,647.69	6,500.00
01-00-5110	SALARIES - ELEC	6,673.38	46,787.67	42.53	63,212.33	110,000.00
01-00-5120	SOCIAL SECURITY - ELEC	456.76	3,348.84	43.78	4,301.16	7,650.00
01-00-5140	PROFESSIONAL - ELEC	794.79	2,674.47	89.15	325.53	3,000.00
01-00-5150	INSURANCE - ELEC		10,193.17	84.94	1,806.83	12,000.00
01-00-5151	LIFE INSURANCE - ELEC	19.17	83.20	33.28	166.80	250.00
01-00-5160	UNEMPLOYMENT - ELEC		4.58	4.58	95.42	100.00
01-00-5190	HEALTH INSURANCE - ELEC	5,648.48	28,352.47	48.88	29,647.53	58,000.00
01-00-5192	DENTAL/VISION INS	335.06	1,882.70	53.79	1,617.30	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC	399.37	7,716.99	30.87	17,283.01	25,000.00
01-00-5280	UNIFORM - ELEC				1,600.00	1,600.00
01-00-5320	MATERIALS/SUPPLIES - ELEC	37.04	875.87	58.39	624.13	1,500.00
01-00-5340	OFFICE EXPENSES - ELEC	106.00	328.34	21.89	1,171.66	1,500.00
01-00-5360	POSTAGE - ELEC	87.50	262.50	26.25	737.50	1,000.00
01-00-5420	MAINTENANCE/REPAIRS - ELEC		1,328.27	26.57	3,671.73	5,000.00
01-00-5440	SCHOOLING - ELEC	161.00	470.58	23.53	1,529.42	2,000.00
01-00-5450	FEES & DUES - ELEC				2,000.00	2,000.00
01-00-5620	MISC REBATE REFUND		285.34	14.27	1,714.66	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	161.33	5,550.17	74.00	1,949.83	7,500.00
01-00-5710	FRONTDESK SERVICE CHARGES	5.00	76.50	15.30	423.50	500.00

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
01-00-5800	CAPITAL OUTLAY - ELEC	4,187.62	4,187.62	1.99	205,812.38	210,000.00
01-00-5910	TRANSFER EXPENSE - ELEC				685,000.00	685,000.00
	ADMIN TOTAL	80,964.05	428,452.29	22.25	1497,147.71	1,925,600.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	282.92	1,703.50	56.78	1,296.50	3,000.00
01-10-5110	SALARIES - PP	160.00	1,028.00	22.84	3,472.00	4,500.00
01-10-5120	FICA EXPENSE - PP	12.98	83.38	16.68	416.62	500.00
01-10-5150	INSURANCE - PP		20,702.89	82.81	4,297.11	25,000.00
01-10-5310	CHEMICALS - PP				1,000.00	1,000.00
01-10-5320	MATERIALS/SUPPLIES - PP	10.49	224.18	.63	35,275.82	35,500.00
01-10-5420	MAINTENANCE/REPAIRS - PP		350,852.15	180.85	156,852.15-	194,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP		1,852.35		1,852.35-	
	POWER PLANT TOTAL	466.39	376,446.45	142.86	112,946.45-	263,500.00
	ELECTRIC TOTAL	81,430.44	804,898.74	36.77	1384,201.26	2,189,100.00
ADMIN DEPARTMENT						
02-00-5010	FUEL - WTR	86.15	359.90	12.85	2,440.10	2,800.00
02-00-5020	PHONE - WTR	71.16	356.00	27.38	944.00	1,300.00
02-00-5040	ELECTRICITY - WTR	2,736.27	10,713.50	38.26	17,286.50	28,000.00
02-00-5070	PENSION PLAN - WTR	189.01	1,122.68	44.91	1,377.32	2,500.00
02-00-5110	SALARIES - WTR	3,167.53	18,822.29	44.81	23,177.71	42,000.00
02-00-5120	SOCIAL SECURITY - WTR	199.96	1,224.64	44.53	1,525.36	2,750.00
02-00-5140	PROFESSIONAL - WTR	524.79	1,324.47	52.98	1,175.53	2,500.00
02-00-5150	INSURANCE - WTR		5,895.03	78.60	1,604.97	7,500.00
02-00-5151	LIFE INSURANCE - WTR	3.20	28.90	9.63	271.10	300.00
02-00-5160	UNEMPLOYMENT - WTR		4.58	4.58	95.42	100.00
02-00-5190	HEALTH INSURANCE - WTR	1,854.28	9,358.32	51.99	8,641.68	18,000.00
02-00-5192	DENTAL/VISION INS	124.30	678.04	56.50	521.96	1,200.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR	1,630.45	8,613.82	50.67	8,386.18	17,000.00
02-00-5280	UNIFORMS - WTR		196.32	98.16	3.68	200.00
02-00-5320	MATERIALS/SUPPLIES - WTR	44.57	504.51	20.18	1,995.49	2,500.00
02-00-5340	OFFICE EXPENSES - WTR		6.79	2.26	293.21	300.00
02-00-5360	POSTAGE - WTR	128.90	469.05	31.27	1,030.95	1,500.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	4,139.18	13,346.17	44.49	16,653.83	30,000.00
02-00-5440	SCHOOLING - WTR	756.65	1,553.25	51.78	1,446.75	3,000.00
02-00-5450	FEES & DUES - WTR		126.30	15.79	673.70	800.00
02-00-5520	LABORATORY TESTING/MONITORING	15.00	272.00	9.07	2,728.00	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	61.47	2,009.35	20.09	7,990.65	10,000.00
02-00-5800	CAPITAL OUTLAY - WTR	4,187.62	31,176.12	16.67	155,823.88	187,000.00
02-00-5910	TRANSFER OUT				250,000.00	250,000.00
	ADMIN TOTAL	19,920.49	108,162.03	17.61	506,087.97	614,250.00

BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	WATER TOTAL	19,920.49	108,162.03	17.61	506,087.97	614,250.00
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03-00-5010	FUEL - SWR	267.02	889.46	59.30	610.54	1,500.00
03-00-5040	ELECTRICITY - SWR	629.19	1,631.22	38.38	2,618.78	4,250.00
03-00-5070	PENSION PLAN - SWR	168.61	919.49	45.97	1,080.51	2,000.00
03-00-5110	SALARIES - SWR	2,827.49	15,411.93	44.03	19,588.07	35,000.00
03-00-5120	SOCIAL SECURITY - SWR	172.37	955.53	34.75	1,794.47	2,750.00
03-00-5140	PROFESSIONAL - SWR	524.79	1,324.47	88.30	175.53	1,500.00
03-00-5150	INSURANCE - SWR		1,189.83	84.99	210.17	1,400.00
03-00-5151	LIFE INSURANCE	3.19	28.87	28.87	71.13	100.00
03-00-5160	UNEMPLOYMENT		4.58	4.58	95.42	100.00
03-00-5190	HEALTH INSURANCE - SWR	1,854.29	9,271.45	46.36	10,728.55	20,000.00
03-00-5192	DENTAL/VISION INS	120.68	632.90	63.29	367.10	1,000.00
03-00-5310	CHEMICALS - SWR		20,399.43	102.00	399.43-	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	2,980.27	3,163.74	632.75	2,663.74-	500.00
03-00-5340	OFFICE EXPENSES - SWR				1,000.00	1,000.00
03-00-5360	POSTAGE - SWR	87.50	262.50	37.50	437.50	700.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER		203.00	.68	29,797.00	30,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	61.48	2,109.40	14.06	12,890.60	15,000.00
03-00-5800	CAPITAL OUTLAY - SWR	4,187.63	31,176.13	18.34	138,823.87	170,000.00
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	ADMIN TOTAL	13,884.51	89,573.93	29.20	217,226.07	306,800.00
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	SEWER TOTAL	13,884.51	89,573.93	29.20	217,226.07	306,800.00
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SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	1,248.58	5,184.71	28.80	12,815.29	18,000.00
04-07-5020	PHONE - SANITATION	69.90	349.50	41.12	500.50	850.00
04-07-5070	PENSION PLAN - SAN	325.31	1,748.12	58.27	1,251.88	3,000.00
04-07-5110	SALARIES - SAN	5,492.25	29,491.48	42.13	40,508.52	70,000.00
04-07-5120	SOCIAL SECURITY - SAN	396.90	2,113.74	32.52	4,386.26	6,500.00
04-07-5140	PROFESSIONAL - SAN	524.79	2,215.72	44.31	2,784.28	5,000.00
04-07-5150	INSURANCE - SAN		11,292.49	98.20	207.51	11,500.00
04-07-5151	LIFE INSURANCE	6.39	29.83		29.83-	
04-07-5160	UNEMPLOYMENT		4.58	2.29	195.42	200.00
04-07-5190	HEALTH INSURANCE - SAN	942.87	4,897.83	61.22	3,102.17	8,000.00
04-07-5192	DENTAL/VISION INS	184.56	969.33	74.56	330.67	1,300.00
04-07-5280	UNIFORMS		195.32	97.66	4.68	200.00
04-07-5320	MATERIALS/SUPPLIES - SAN	76.64	243.76	4.88	4,756.24	5,000.00
04-07-5340	OFFICE EXPENSES - SAN	29.89	76.39	15.28	423.61	500.00
04-07-5360	POSTAGE - SAN	87.50	262.50	26.25	737.50	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	3,295.22	17,175.46	57.25	12,824.54	30,000.00
04-07-5450	FEES & DUES - SAN		1,500.00	21.43	5,500.00	7,000.00
04-07-5451	DISPOSAL FEES - SAN	2,695.82	13,286.00	33.22	26,714.00	40,000.00
04-07-5475	C & D TICKET FEE	35.00	615.00	51.25	585.00	1,200.00

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-5630	CONTRACTS & AGREEMENTS -SAN	61.48	2,009.40	22.33	6,990.60	9,000.00
04-07-5800	CAPITAL OUTLAY - SAN	4,157.63	4,157.63	16.63	20,842.37	25,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP				16,000.00	16,000.00
	SANITATION TOTAL	19,630.73	97,818.79	37.73	161,431.21	259,250.00
WASTE REDUCTION DEPARTMENT						
04-14-5010	FUEL - WR		574.42	229.77	324.42-	250.00
04-14-5040	ELECTRICITY - WR	199.06	631.00	31.55	1,369.00	2,000.00
04-14-5140	PROFESSIONAL - WR	524.79	1,324.47	75.68	425.53	1,750.00
04-14-5150	INSURANCE - WR				1,400.00	1,400.00
04-14-5160	UNEMPLOYMENT		4.60	4.60	95.40	100.00
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5420	MAINTENANCE/REPAIRS - WR		45.99	1.53	2,954.01	3,000.00
04-14-5800	CAPITAL OUTLAY - WR				15,000.00	15,000.00
	WASTE REDUCTION TOTAL	723.85	2,580.48	10.87	21,169.52	23,750.00
	SANITATION/WASTE REDUCT TOTAL	20,354.58	100,399.27	35.48	182,600.73	283,000.00
	TOTAL EXPENSES	135,590.02	1,103,033.97	32.51	2290,116.03	3,393,150.00
	NET PROFIT/LOSS:	33,247.46	234,644.18-	28.88	577,815.82-	812,460.00-

BUDGET REPORT
CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	111,253.73	536,897.07	36.57	931,102.93	1,468,000.00
	POWER PLANT TOTAL	13,990.42	74,073.50	44.03	94,166.50	168,240.00
	ELECTRIC TOTAL	125,244.15	610,970.57	37.34	1025,269.43	1,636,240.00
	ADMIN TOTAL	19,061.57	119,157.83	25.58	346,592.17	465,750.00
	WATER TOTAL	19,061.57	119,157.83	25.58	346,592.17	465,750.00
	ADMIN TOTAL	9,700.11	49,279.69	18.32	219,720.31	269,000.00
	SEWER TOTAL	9,700.11	49,279.69	18.32	219,720.31	269,000.00
	SANITATION TOTAL	14,603.05	84,764.10	44.68	104,935.90	189,700.00
	WASTE REDUCTION TOTAL	228.60	4,217.60	21.09	15,782.40	20,000.00
	SANITATION/WASTE REDUCT TOTAL	14,831.65	88,981.70	42.43	120,718.30	209,700.00
	TOTAL REVENUE	168,837.48	868,389.79	33.65	1712,300.21	2,580,690.00
	ADMIN TOTAL	80,964.05	428,452.29	22.25	1497,147.71	1,925,600.00
	POWER PLANT TOTAL	466.39	376,446.45	142.86	112,946.45	263,500.00
	ELECTRIC TOTAL	81,430.44	804,898.74	36.77	1384,201.26	2,189,100.00

BUDGET REPORT

CALENDAR 2/2025, FISCAL 5/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	19,920.49	108,162.03	17.61	506,087.97	614,250.00
	WATER TOTAL	19,920.49	108,162.03	17.61	506,087.97	614,250.00
	ADMIN TOTAL	13,884.51	89,573.93	29.20	217,226.07	306,800.00
	SEWER TOTAL	13,884.51	89,573.93	29.20	217,226.07	306,800.00
	SANITATION TOTAL	19,630.73	97,818.79	37.73	161,431.21	259,250.00
	WASTE REDUCTION TOTAL	723.85	2,580.48	10.87	21,169.52	23,750.00
	SANITATION/WASTE REDUCT TOTAL	20,354.58	100,399.27	35.48	182,600.73	283,000.00
	TOTAL EXPENSES	135,590.02	1,103,033.97	32.51	2290,116.03	3,393,150.00
	NET PROFIT/LOSS:	33,247.46	234,644.18-	28.88	577,815.82-	812,460.00-

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	95.25	4.50	5.25	8.00	113.00	2675.75	194.25	141.75	222.00	3233.75	693.04
11010 POWER PLANT	5.00	.00	.00	.00	5.00	160.00	.00	.00	.00	160.00	.00
12010 STREET	64.00	.00	.00	16.00	80.00	1792.00	.00	.00	448.00	2240.00	315.52
20010 WATER	54.13	6.75	4.25	1.38	66.76	1265.69	30.00	104.13	30.32	1436.27	.00
30010 SEWER	54.12	1.00	4.25	1.37	60.99	1265.69	30.00	104.12	30.31	1436.24	.00
40710 SANITATION	82.50	9.00	7.00	10.50	109.00	1918.50	30.00	161.00	239.25	2348.75	210.64
50410 PARK	32.25	.88	.00	7.75	40.88	694.75	.00	.00	162.75	857.50	.00
50510 GENERAL	138.00	2.00	.00	8.50	148.50	4613.18	84.00	.00	238.00	4935.18	296.09
50810 LIBRARY	103.50	.00	.00	26.25	129.75	1659.69	.00	.00	459.38	2119.07	156.12
50811 LIB- CLEANING	.00	.00	.00	.00	.00	50.00	.00	.00	.00	50.00	.00
51110 CEMETERY	32.25	.87	.00	7.75	40.87	694.75	.00	.00	162.75	857.50	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1392.63
TOTAL	661.00	25.00	20.75	87.50	794.75	16790.00	368.25	511.00	1992.76	19674.26	3064.04

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
10010 ELECTRIC	119.75	5.13	.00	.75	125.63	3221.00	203.63	.00	15.00	3439.63	780.40
12010 STREET	118.50	27.00	.00	.00	145.50	3343.75	588.00	.00	.00	3931.75	315.52
20010 WATER	60.63	4.13	.00	4.38	69.14	1436.19	191.25	.00	103.82	1731.26	.00
30010 SEWER	55.62	.38	.00	4.37	60.37	1276.19	11.25	.00	103.81	1391.25	.00
40710 SANITATION	79.25	9.11	6.75	24.75	119.86	1990.00	431.25	155.25	567.00	3143.50	210.64
50410 PARK	35.25	8.00	.00	2.63	48.01	740.25	252.00	.00	55.13	1092.01	.00
50510 GENERAL	80.25	8.50	.00	1.00	89.75	2252.00	357.00	.00	28.00	2637.00	312.47
50610 POLICE	17.00	.00	.00	.00	17.00	967.93	.00	.00	.00	967.93	.00
50810 LIBRARY	120.50	2.00	.00	.00	122.50	1956.88	.00	.00	.00	1956.88	152.52
51110 CEMETERY	35.25	8.00	.00	2.62	47.99	740.25	252.00	.00	55.12	1091.99	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1382.67
TOTAL	722.00	72.25	6.75	40.50	845.75	17924.44	2286.38	155.25	927.88	21383.20	3154.22

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
03112025	AMANDA SHELTON MILEAGE/CONFERENCE/AS	05-08-5440	72.76	72.76		
03112025	BAKER & TAYLOR BOOKS/LIBRARY	05-08-5801	331.99	331.99		
03112025	BELLAMY LAW PROFESSIONAL FEE	05-05-5140	2,550.00	2,550.00		
03112025	CHEMQUEST, INC TESTING/POWER PLANT	01-10-5630	595.00	595.00		
03112025	CHRISTIE MALL CLEANING	05-05-5450	80.00	80.00		
03112025	CITY OF FRANKLIN FILING FEES/GENERAL	05-05-5450	118.00			
	CDL LICENSE/STREET/BR	12-00-5450	60.00			
	TITLE/REG/83 CHEVY/STREET	12-00-5450	10.00			
	TITLE/REG/2025 CHEVY/WA/SW	02-00-5450	14.00			
	ICE MELT/WATER	02-00-5320	3.18			
	POST CLOSURE C&D SITE	04-07-5850	16,070.00	16,275.18		
03112025	CITY OF HOLDREGE DISPOSAL FEES	04-07-5451	2,077.72	2,077.72		
03112025	DORN AUTOMOTIVE LLC MAINT/LIGHT/DB PICKUP	02-00-5420	334.30			
	MAINT/LIGHT/DB PICKUP	03-00-5420	334.30	668.60		
03112025	DUNCAN WELDING MAINT/83 CHEVY TRUCK/STREET	12-00-5420	877.50	877.50		
03112025	EAKES OFFICE SOLUTIONS EGOLD FAX/LIBRARY	05-08-5450	25.74			
	EGOLD FAX/CITY HALL	05-05-5450	19.25			
	COPIES/LIBRARY	05-08-5450	10.79			
	COPIES/CITY HALL	05-05-5450	17.38	73.16		
03112025	ELECTRIC FUND ELECTRICITY/WATER	02-00-5040	1,151.92			
	ELECTRICITY/SEWER	03-00-5040	638.57			
	ELECTRICITY/PARK	05-04-5040	194.54			
	ELECTRICITY/GENERAL	05-05-5040	412.84			
	ELECTRICITY/LIBRARY	05-08-5040	510.04			
	ELECTRICITY/STREET	12-00-5040	2,410.16			
	ELECTRICITY/RECYCLING	04-14-5040	184.97			
	ELECTRICITY/DAYCARE BLDG	05-05-5040	127.60	5,630.64		
03112025	FELZIEN RAQUEL MILEAGE/CONFERENCE/RF	05-05-5440	114.10			
	MILEAGE/CONFERENCE/RF	01-00-5440	150.43	264.53		
	FOX INSURANCE					

This invoice will
Be approved in a
Separate Notice

3/11/2025 THRU 3/11/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
03112025	FOX INSURANCE BOND/RF BOND/RF	05-05-5450 01-00-5450	187.50 187.50	375.00		
03112025	FRANKLIN AUTO PARTS SUPPLIES/ELECTRIC MAINT/PARK MAINT/SANITATION SUPPLIES/WATER SUPPLIES/SEWER SUPPLIES/STREET MAINT/STREET	01-00-5320 05-04-5420 04-07-5420 02-00-5320 03-00-5320 12-00-5320 12-00-5420	29.33 63.72 121.72 249.83 249.84 65.88 784.18	1,564.50		
03112025	FRANKLIN COUNTY CHRONICLE ADVERTISING/JANUARY ADVERTISING/JANUARY ADVERTISING/FEBRUARY ADVERTISING/FEBRUARY ADVERTISING/FEBRUARY ADVERTISING/FEBRUARY ADVERTISING/FEBRUARY ADVERTISING/FEB/MARCELLUS BLD	05-05-5630 05-08-5630 05-05-5630 05-04-5630 05-03-5630 05-01-5350 05-05-5630	522.47 1.91 206.01 110.52 20.75 20.75 55.26	937.67		
03112025	GOLDSTAR PRODUCTS INC MAINT/SEWER SUPPLIES/PAINT/WATER	03-00-5420 02-00-5320	2,169.30 769.55	2,938.85		
03112025	HAROLD K. SCHOLZ CO MAINT/POWER PLANT	01-10-5420	8,826.70	8,826.70		
03112025	JIM FORDEN TREE STUMP REMOVAL/PARK TREE STUMP REMOVAL/CEMETERY	05-04-5420 05-11-5420	225.00 370.00	595.00		
03112025	JIM'S OK TIRE-FRANKLIN DISPOSAL FEE/STREET MAINT/TIRE REPAIR/PARK MAINT/TIRE REPAIR/CEMETERY	12-00-5420 05-04-5420 05-11-5420	10.00 23.00 23.00	56.00		
03112025	JK ENERGY CONSULTING, LLC ELECTRIC RATE STUDY/PYMT#2	01-00-5630	4,500.00	4,500.00		
03112025	LINCOLN MARRIOTT CORNHUSK SCHOOLING/RF SCHOOLING/RF	01-00-5440 05-05-5440	112.00 112.00	224.00		
03112025	MID-AMERICAN RESEARCH SUPPLIES/STREET/PARK SUPPLIES/STREET/PARK	12-00-5320 05-04-5320	67.75 67.75	135.50		
03112025	NDEE - ON SITE SECTION SWIMMING POOL LICENSE 2025	05-03-5450	40.00	40.00		
	NE PUBLIC HEALTH ENVIRONM					

CLAIMS BY VENDOR

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
03112025	NE PUBLIC HEALTH ENVIRONM WATER TESTING	02-00-5520	259.00	259.00		
03112025	PITSTOP & SHOP FUEL/SAN	04-07-5010	230.00	230.00		
03112025	PLANKS LUMBER & HARDWARE SUPPLIES/SANITATION	04-07-5320	59.99			
	SUPPLIES/PARK	05-04-5320	74.24			
	DOG PEN SUPPLIES/GEN	05-05-5420	96.94			
	SUPPLIES/DAYCARE BLDG	05-05-5420	17.78			
	SUPPLIES/STREET	12-00-5320	9.29			
	SUPPLIES/LIBRARY	05-08-5320	11.49			
				269.73		
03112025	R&R SALES & SERVICES INC MAINT/STREET	12-00-5420	120.52			
	MAINT/SANITATION	04-07-5420	26.38			
				146.90		
03112025	S.E. SMITH & SONS SUPPLIES/GENERAL	05-05-5320	54.53			
	SUPPLIES/PARK	05-04-5320	43.49			
				98.02		
03112025	SAMUEL MCKINNEY UNIFORM/BOOTS/SM	05-04-5280	69.21			
				69.21		
03112025	SOUTHERN POWER DISTRICT POWER	01-00-5041	59,013.71			
				59,013.71		
03112025	TLC PEST MANAGEMENT, LLC PEST CONTROL/FEB/MARCH	01-10-5630	56.64			
	PEST CONTROL/FEB/MARCH	05-08-5630	56.64			
	PEST CONTROL/FEB/MARCH	05-04-5630	56.64			
	PEST CONTROL/FEB/MARCH	05-05-5630	56.64			
	PEST CONTROL/FEB/MARCH	05-05-5630	56.64			
	PEST CONTROL/FEB/MARCH	12-00-5630	56.80			
				340.00		
03112025	WALKING A SURVEYING SURVEY/808 17TH;907 15TH AVE	05-05-5450	883.00			
				883.00		
	REPORT TOTAL			=====		
				110,999.87		

Paid Claims, reviewed and approved at March 11, 2025		by Council members Platt, Stephens, Urbina, Duncan	
Date	Vendor	Amount	Item
2/28/25	Aflac	\$694.46	Insurance
2/12/25	AMGL	\$6,300.00	Audit FY 2024 fee
2/3/25	BCBS	\$10,842.92	Insurance
2/19/25	Black Hills Energy	\$951.11	gas bill
2/18/25	Caspian Creates	\$540.00	Website/Calendar fee/Accessiblity
03/12/2025	CPI	\$1,605.10	Fuel/C&D tickets
02/10/25	Delta Dental	\$562.18	Insurance
2/14/25	EFTPS	\$3,918.07	Payroll taxes
2/28/25	EFTPS	\$4,461.34	Payroll taxes
3/12/25	ERICKSON SULLIVAN ARCHITECTS	\$59,400.00	Fee for grant/NAHTF
2/4/25	Freedom Claims	\$3,000.00	Insurance
03/12/2025	Glenwood	\$536.53	phone/internet
2/25/25	Hometown Leasing	\$407.38	lease agreement
2/25/25	Liberty National	\$26.49	Payroll
03/12/2025	Madison National Life Ins	\$56.30	insurance
2/14/25	MG Trust	\$2,295.31	Payroll retirement
03/04/25	MG Trust	\$2,455.63	Payroll retirement
2/19/25	NE Dept of Rev	\$6,202.08	Sales Tax
02/27/2025	NE Dept of Rev	\$1,742.45	Payroll taxes
02/14/2025	Payroll	\$13,545.11	Payroll
2/28/25	Payroll	\$14,684.04	Payroll
2/5/25	Quadient Finance/NEO Post	\$350.00	Postage
3/5/2025	Quadient Finance/NEO Post	\$359.94	lease agreement postal machine/2 times
3/15/2025	Southern Public Power Dist	\$1,842.00	power/water wells
03/12/2025	US Bank	\$4,781.80	supplies/maint/fuel/
3/17/25	Verizon	\$82.95	phone
02/02/25	VSP	\$185.87	Insurance
03/12/2025	WAPA	\$7,089.51	Power
	TOTAL CLAIMS REPORT:	\$148,918.57	
	CDA GRANT PAYMENTS		
Date	Vendor	Amount	Item
2/12/2025	Dorn Auto	\$1,073.06	CDA grant/2 windows/1 door
	Total CDA payments:	\$1,073.06	



CITY OF FRANKLIN

Application for Zoning Permit

Date of Application: 2.25.2025 Phone Number: 520.445.1431
308.470.0073
Homeowner Name: Betty VanAllen Email: BettyVanAllen@gmail.com
Legal Description of Property and residence address:
401 124th

Name of Contractor (business or individual): None

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- ☐ | New Structure Permit (\$25.00)
- ☐ | Addition to Existing Structure Permit (\$25.00)
- ☐ | Remodeling of Existing Structure Permit (\$25.00)
- ☐ | Demolition of a Structure Permit (\$25.00)
- ☐ | Moving a Structure Permit (\$25.00)
- ☒ | Fence Building Permit (\$25.00)
- ☐ | Water System Connection Permit (\$10.00)

Total project valuation: \$ 200.00

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: _____

metal ornament fence 3" Tall

Continued on Next Page →



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.

Draw your proposed structure with dimensions here ^

Continued on Next Page →



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619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Betty VanAllen Date: 2-25-2025

OFFICE USE ONLY

Permit# 2025-01

☒ APPROVED

☐ DECLINED

Date Approved/Declined: 2/28/25

Date of Permit Expiry: 2/28/26

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

Council Approval Signature



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619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

Date of Application: 3-10-2025 Phone Number: 308-470-1521

Homeowner Name: Steven Dallmann Email: stevenva1@hotmail.com

Legal Description of Property and residence address:

1610 O St.

E 55' E 110' Lots 6-7, B1K 2 Buck's Addition, FR, MR

Name of Contractor (business or individual): American Steel Structures

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- ☒ | New Structure Permit (\$25.00)
- ☐ | Addition to Existing Structure Permit (\$25.00)
- ☐ | Remodeling of Existing Structure Permit (\$25.00)
- ☐ | Demolition of a Structure Permit (\$25.00)
- ☐ | Moving a Structure Permit (\$25.00)
- ☐ | Fence Building Permit (\$25.00)
- ☐ | Water System Connection Permit (\$10.00)

Total project valuation: \$ \$10,000-

Describe Work to be Completed: 25x30 metal garage

Wood/Metal/Other structure type and purpose of permit: _____

metal double garage on concrete footing

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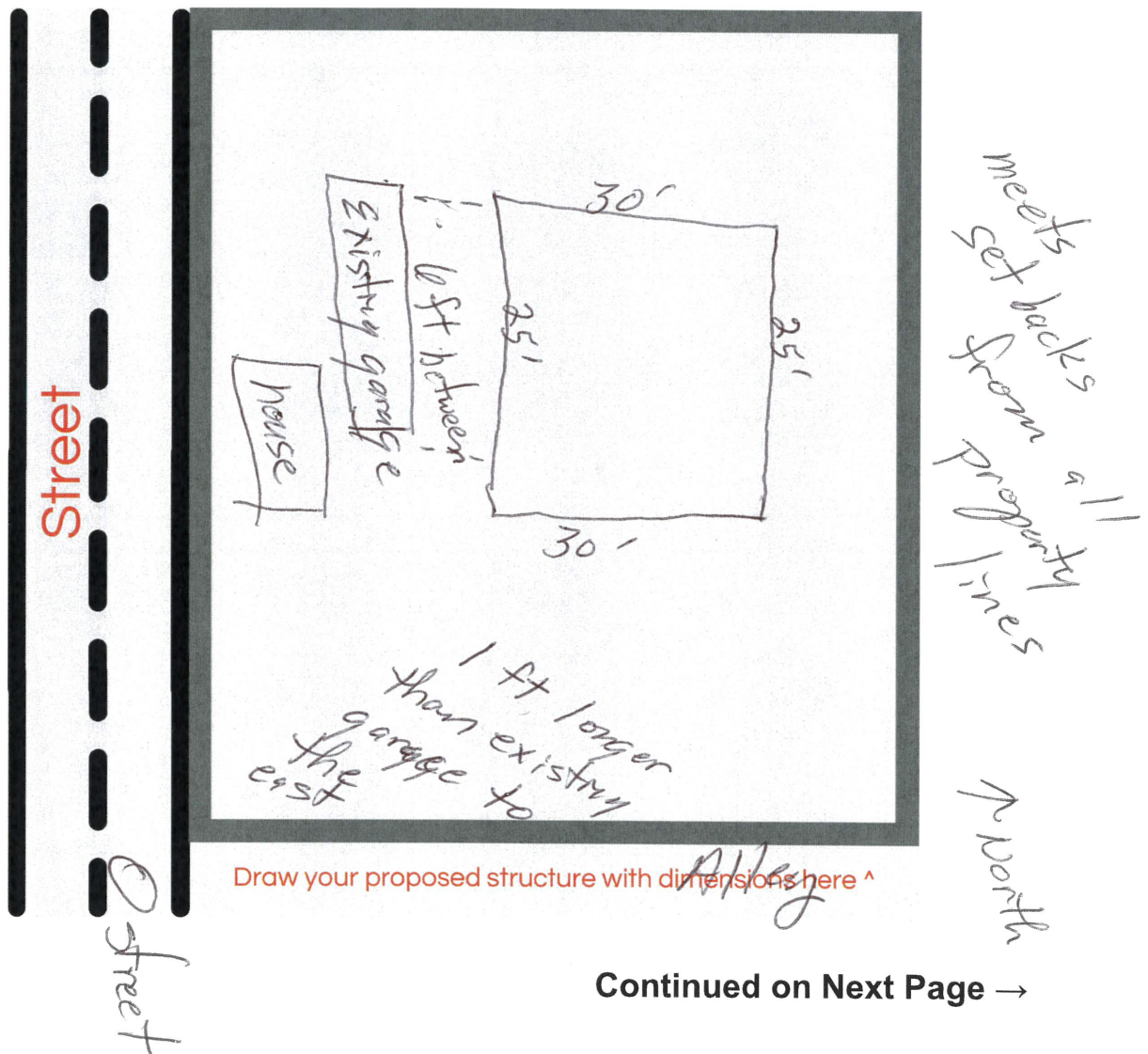


CITY OF FRANKLIN

Application for Zoning Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.



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619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Steven D. Fullman Date: 3-10-2025

OFFICE USE ONLY

Permit# 2025-02

☒ APPROVED

☐ DECLINED

Date Approved/Declined: 3/10/2025

Date of Permit Expiry: 3/10/2026

If declined, reason for declination: _____

Steven D. Fullman Jr.
Zoning Enforcement Officer Signature

Council Approval Signature



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

Date of Application: 3-10-25 Phone Number: 913-562-7273

Homeowner Name: JULIUS GALVAN Email: juliusgalvan1@gmail.com

Legal Description of Property and residence address:

306 14th Ave 36215 S 1/2 Lot 5; 6-7; B1K3
Franklin, NE 68939 People's Addition fr. Bloomington

Name of Contractor (business or individual): N/A (JULIUS GALVAN)

PERMIT TYPE & FEE CALCULATION

NOTE: The cost (fee) for each permit is listed next to the permit type. Check one

- ☒ | New Structure Permit (\$25.00)
- ☐ | Addition to Existing Structure Permit (\$25.00)
- ☐ | Remodeling of Existing Structure Permit (\$25.00)
- ☐ | Demolition of a Structure Permit (\$25.00)
- ☐ | Moving a Structure Permit (\$25.00)
- ☐ | Fence Building Permit (\$25.00)
- ☐ | Water System Connection Permit (\$10.00)

Total project valuation: \$ 250.⁰⁰

Describe Work to be Completed: Building of green house

Wood/Metal/Other structure type and purpose of permit: Green house for gardening
Ground Treated lumber & metal frame roof structure

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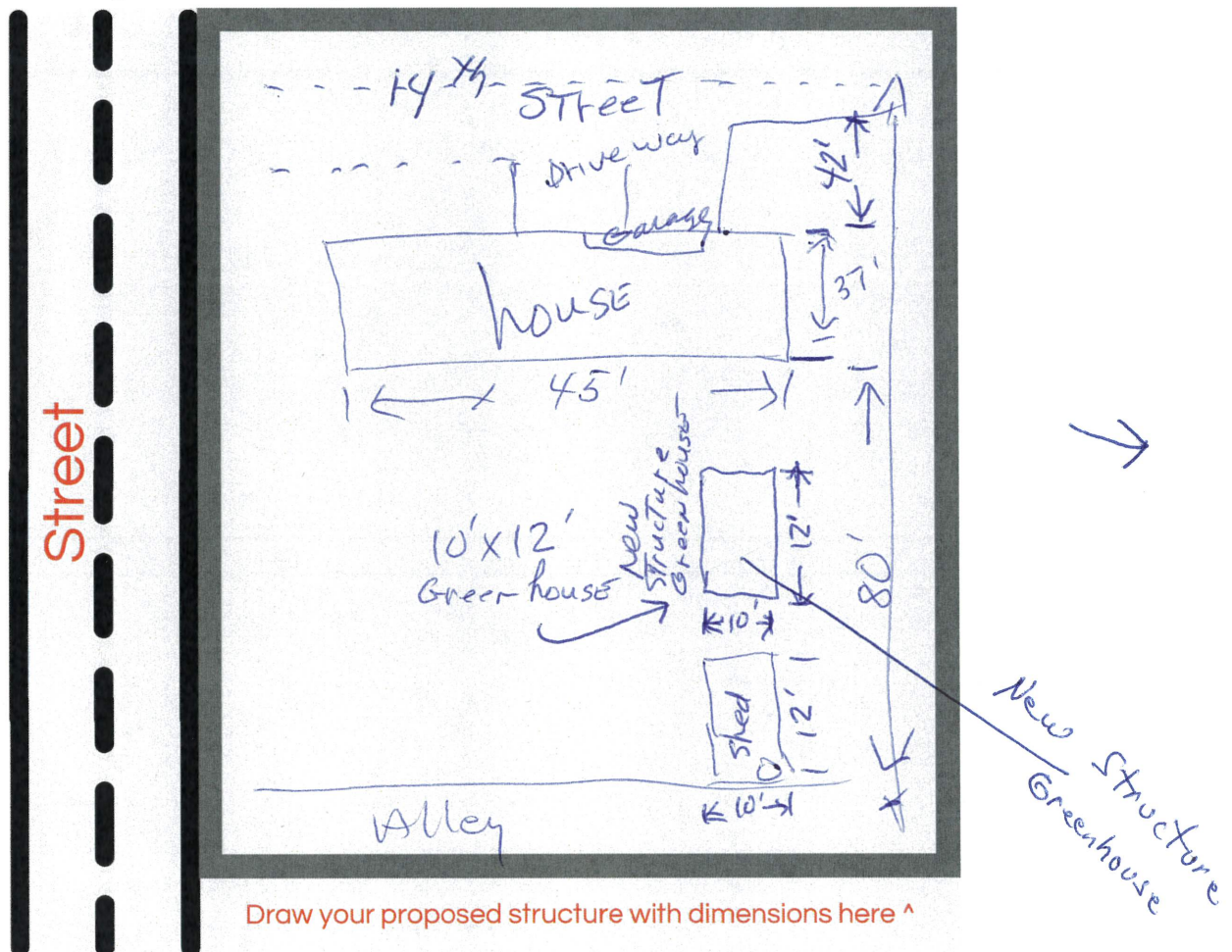


CITY OF FRANKLIN

Application for Zoning Permit

Draw an outline of the structure here (required):

***Show all dimensions of the lot, building, front yard, side yards, rear yard, garages and other buildings. The proposed structure in residential must be at least five (5) feet on the sides and (7) feet inside the rear yard (10) feet from front property lines unless you are a corner lot. Commercial storage units ask for regulations.



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619 15th Ave., Franklin, NE 68939





CITY OF FRANKLIN

Application for Zoning Permit

I, the undersigned, hereby certify that the above statements are true and correct to the best of my knowledge. I also certify that, if a permit is issued, all work will be completed in accordance with the ordinances of the City of Franklin, Nebraska.

Applicant Signature: Julius Ghoran Date: 3-10-25

OFFICE USE ONLY

Permit# 2025-03

☒ | APPROVED

☐ | DECLINED

Date Approved/Declined: 3/10/2025

Date of Permit Expiry: 3/10/2026

If declined, reason for declination: _____

Leeann Stover Jr.
Zoning Enforcement Officer Signature

Council Approval Signature



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





FRANKLIN COUNTY SHERIFFS OFFICE



Bryon Detlefsen, Sheriff
405 15th Avenue
P.O. Box 292
Franklin, NE. 68939
Office: (308) 425-6231
Fax: (308) 425-3261
sheriff@franklincountyne.gov

Monthly Report for the City of Franklin

The following report is activity for the month of February 2025

Dispatch received 89 calls that generated a number in our CAD system regarding activities within the City Limits,

Deputies patrolled 122 hours.

In addition to patrol hours Deputies had 87 hours spent on calls, which mostly were the usual traffic complaints. We have investigated a attempted burglary at Pit Stop and Shop. Charges have been filed on a juvenile regarding that incident.

Sheriff Bryon Detlefsen



February 14th, 2025

Subject: Updates on Public Swimming Pool Inspection and Permitting

Dear Swimming Pool Owners/Operators,
Starting April 1, 2025, the Two Rivers Public Health Department (TRPHD) will assume inspection authority for swimming pool inspections from the Nebraska Department of Environment and Energy (NDEE) for Buffalo, Dawson, Franklin, Gosper, Harlan, Kearney, and Phelps counties.

Key Changes:

- Inspection Authority: TRPHD is now authorized to conduct inspections and enforce regulations.
- Permits: After April 1, you will need both a state NDEE permit and a local TRPHD permit to operate your pool. Until then, a valid state permit will be sufficient.
- Inspection Guidelines: TRPHD will follow Nebraska's Title 178 – Chapter 2 standards with no new requirements introduced.

How to Apply for a Local Permit:

- Each pool or spa requires a separate application, which can be completed online (visit trphd.ne.gov) or on paper. Submit directly to the TRPHD Office at 516 W 11th St, Suite 108B, Kearney, NE by 3/15/2025.

Payment Methods and Fees

- An online payment portal is being developed. At this time, permit fees can be submitted to TRPHD by check. Current permit fees are as follows:
 - Initial Permits: \$300 for private pools, \$200 for municipalities or governmental entities
 - Additional permits at the same address: \$150

Next Steps:

- Review Title 178 – Chapter 2 for regulatory standards.
- Complete the attached TRPHD application or submit an online application for each of your pools/spas. An invoice will be sent to you after the application is approved which will include billing information.

Be sure to still complete an NDEE state permit application as well. **For questions, please contact:**

- Jeremy Eschliman, TRPHD: jeschliman@trphd.ne.gov | 888-669-7154
- Suzanne Polzkill, NDEE: suzanne.polzkill@nebraska.gov | 402-471-2186

We look forward to working together to ensure safe and enjoyable public swimming pools.

Best regards,

Jeremy J. Eschliman, MBA, REHS
Health Director
Two Rivers Public Health Department



Swimming Pool Program Meeting

Why meet?

Two Rivers Public Health Department is providing a meeting to answer any questions you may have regarding the transition of duties from NDEE to Two Rivers Public Health Department in addition to meeting your new inspectors.



888-669-7154



trphd.ne.gov



516 W. 11th St. Kearney,
NE 68845

**Register to
join Here**



Or email
kmulligan@trphd.ne.gov
for assistance



Two Rivers Public Health Department

ATTN: Swimming Pool Program

516 W 11th St, Suite 108B, Kearney, NE 68845

(888) 669-7154 | eh@trphd.ne.gov

SWIMMING POOL LOCAL PERMIT APPLICATION

Pool Information

Name:	City of Franklin		
Physical Street Address:	205 16th AVE	City:	Franklin
		Zip:	68839
Telephone:	308-425-3304	NDEE Permit # (see page 2 for more information):	SP000/31

Pool Type

☒ Class A- Municipal/Government	☐ Class B- Apartment, Condo, Hotel/Motel
☐ Class C- Spa/Hot Tub/Whirlpool	☐ Class D- Wading Pool with <24" depth
☐ Class E- Spray Park	☐ Class F- Health Club/Fitness Center

Pool Location

☐ Indoor	☒ Outdoor
---------------------------------	---

Primary Sanitizer Type

☒ Chlorine	☐ Saline	☐ Ozone	☐ Ultraviolet (UV)
--	---------------------------------	--------------------------------	---

Owner Information

Is this pool owned by an individual or entity?	Email Address:
☐ Individual ☒ Entity	
Name of Owner/Entity:	City of Franklin
Mailing Address:	☐ Same As Above ☒ Different Mailing (please list below)
Street:	6019 15th AVE
	City: Franklin
	Zip: 68839
Instructions on Pool Access/Directions:	

516 W 11th Street, Suite 108B
Kearney, NE 68845

888-669-7154
trphd.ne.gov

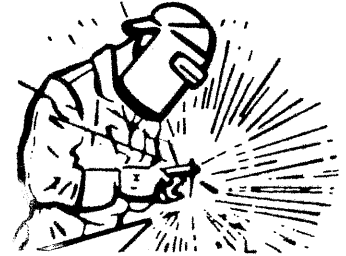
Duncan Welding
713 16th Ave
Franklin, NE 68939

(308) 425 3462

Statement

Date
2/28/2025

To:
Franklin City Hall 619 15th Ave. Franklin, Ne. 68939



Date	Transaction	Amount	Balance			
01/31/2025 02/15/2025	Balance forward INV #7553. Due 02/15/2025. --- c4, 80 @ \$6.75 = 540.00 --- LABOR, 4.5 @ \$75.00 = 337.50 --- Tax: State Sales Tax @ 6.5% = 0.00 1200-5420 Street 83' Chay Truck	877.50 ✓	0.00 877.50			
		Current	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	Amount Due
DUE ON RECEIPT!		877.50	0.00	0.00	0.00	\$877.50

It is understood that Duncan Welding LLC will not be held responsible for loss or damage to equipment in case of fire, theft, or any other cause beyond your control. FINANCIAL CHARGES WILL BE CHARGED AT THE RATE OF 1.5% PER MONTH OVER 30 DAYS OR 18% PER ANNUM.
Minimum charge of \$5.00.



City of Franklin

DOWNTOWN APARTMENTS AND COMMERCIAL

Bid Comparison

The chart below highlights some of the differences between the two lowest bidders for comparison. Please refer to the attachments for their full bid and additional information. Items in **bold** are apparent advantages. Note: Subcontractors listed are tentative but not finalized. Final Subcontractors to be determined by selected GC.

	On Point Construction	RMV Construction
Base Bid Price	\$1,997,000	\$1,946,500
Unit Price 1 Masonry Tuckpointing (Estimated SF: 1,585 SF)	\$ per sf: \$8.00 Total Estimate: \$12,680 Total Bid Plus Unit Price 1: \$2,009,680 Contractor: Self Performed (see attachment)	\$ per sf: \$22.00 Total Estimate: \$34,870 Total Bid Plus Unit Price 1: \$1,981,370 Contractor: Done Right Masonry (see attachment)
Unit Price 2 Sheathing Replacement	\$ per sf: \$4.00	\$ per sf: \$4.65
Alternate Deduct- Delete Dump Fees	-\$3,500	-\$8,500
Start Date- Duration	Start: Late Summer/Early Fall Duration: 10 Months Approx. Completion: June/July 2026	Start: May 5 th Duration: 12-14 Months Approx. Completion: May/July 2026
<u>Tentative Subcontractors</u>		
Plumbing:	Winfrey Plumbing- Phillips, NE	Winfrey Plumbing- Phillips, NE
HVAC:	Rutt's Heating & Air- Kearney, NE	Rutt's Heating & Air- Kearney, NE
Electrical:	Cornerstone Electric- Axtell, NE	Rep Valley Electric
Flooring:	Wilson Flooring- Franklin, NE	Wilson Flooring- Franklin, NE
Casework:	Designer Craft	Designer Craft
Lumber:	Builders (Lumber)- Kearney, NE Would supplement with Smith Lumber	Would be willing to source materials from Smith Lumber



March 7, 2025

Mayor Margaret Siel
City of Franklin, NE
619 15th Avenue
Franklin, NE 68939

Re: City of Franklin – Downtown Apartments and Commercial Marcellus Building Renovation
Review of Bids and Bid Recommendation Letter

Mayor Siel:

On behalf of Erickson Sullivan Architects, I offer the following information and recommendation in regard to the bids received for the Marcellus Building Project. I have attached the bid tabulation form. Three bidders submitted bids on the project. Based on the three submitted bids, RMV Construction is the apparent low bidder with a base bid of \$1,946,500. After review the day of the bids and discussion with the Building Committee, we decided to request additional information from both RMV Construction and the second lowest bidder, On Point Construction Management, to clarify some questions and better compare their bids. Both firms have provided documents answering our questions, which I have attached, and I have also attached a form comparing pertinent information from both for your review.

BID COMPARISON

Both RMV Construction and On Point Construction Management have provided past comparable projects along with some references. On Point Construction also provided (via email) a link to a Matterport model walkthrough of one of their projects, and their list of past project examples seems to be primarily historic building renovation work, whereas RMV Construction provided project examples from a wide range of work. Ultimately, I feel On Point Construction Management has shown a better portfolio of similar work, but both firms show examples of exceptional work. RMV Construction also provided several letters of support.

RMV Construction's Base Bid was approximately \$50,000 less than On Point. One area of concern discussed was the difference in pricing for Masonry Tuckpointing per SF. The number provided by RMV is much higher than On Point, which could contribute to a big difference in tuckpointing costs. RMV has provided a good explanation for this, as they have included a masonry tuckpointing specialty subcontractor in their bid, whereas On Point is intending to perform this work themselves. As the tuckpointing scope is important for the structure of the building and could be significant, I believe having a specialty mason on this project is beneficial. We have calculated, based on the Structural Engineer's assumptions, what we think may be the maximum amount of tuckpointing to be approximately 1,585 s.f. If this area is included in the tuckpointing scope, the total bid of RMV Construction would still be lower than On Point by approximately \$30,000.

In Unit Price 2 for replacement of damaged sheathing beyond what is shown on the drawings, the two bidders have numbers that are similar enough to be negligible. On the Alternate Deduct pricing that can be accepted if the City allows disposal fees to be waived, RMV has provided a deduct of \$8,500, more than double the deduct provided by On Point. In regard to schedule, both companies proposed timeframes that would approximate the end of construction to be around July of 2026, so timing is not a factor.

In regard to using local suppliers and subcontractors, we have compared the two, and both bidders are using much of the same workforce, with the exception of RMV using local electrician Rep Valley Electric. Both companies said that they did not include Smith Lumber in their bid, but would be willing to source materials from Smith Lumber.

Two last items that bear mentioning, RMV had two other clarifications included with their bid that needed to be reviewed. The first was that they could not provide Builder's Risk Insurance due to other contractors outside

of their control also working on the building. I have spoken to On Point, and they have included the Insurance in their bid, and the cost of this is likely around \$2,500. I have spoken to Raquel regarding the insurance and feel it would be difficult for any GC on this project to carry the Builders Risk Insurance due to the reasons mentioned above. I recommend this policy be held by the City, and I believe Raquel is looking into the additional cost of that policy. How to handle the Builder's Risk will need to be discussed and decided by City Council.

Secondly, RMV clarified their scope of work pertaining to structural bracing during demolition, and that they have not provided engineering and as such are not liable for wall collapse. Th pricing and scope clarification quantifies their work, so that if additional bracing is found to be needed, they have established their base bid cost, which I believe is a fair way to proceed in a project with unknowns such as this. On Point has confirmed that they are comfortable providing whatever shoring necessary within their bid costs, and they have performed similar work on many past projects. In regard to liability - I have discussed this issue with Curtis Baetz with RMV, and he has noted that they do not have engineering on staff to provide any calculated needs for bracing, and are bidding based on past experience. He also noted that if our structural engineer could provide guidance as to the required bracing, they will provide the bracing required within their contract amount, within reason. He also noted that if a structural engineer was involved, he would not be worried about liability.

Please note, both bidders also have included sales tax in their bids. Whichever company is selected should be asked to remove the applicable sales tax and reduce their bid amount prior to signing a contract.

RECOMMENDATION

I find that these two bidders are very similar, and their pricing is extremely close, and feel that either contractor would be a good choice. Although the bids are slightly higher than expected, I believe they are both reasonable for the work involved and indicative of a close bid, meaning both companies read the documents clearly. On Point Construction Management appears to have better experience with this type of work. RMV Construction has a lower cost, even if tuckpointing is considered, and has included one more local bidder than On Point. I have personally worked with RMV Construction on two past projects (although not of similar type), one that was completed in 2023. I had a good experience with them on both projects and felt they performed admirably.

Ultimately, due to the lower cost to you, and my familiarity with them, I would recommend the City of Franklin enter into contract negotiations with RMV Construction for their base bid amount \$1,946,500.00, minus applicable sales tax. However, I would be comfortable if the City would prefer to choose On Point for their similar project experience. I will leave it to the City's discretion as to whether or not to accept Alternate Deduct 1 to reduce the bid further by waiving disposal fees. I have provided a draft contract to you for review and comment, and will help finalize this contract after your review to be provided to the bidder selected by the City in the amount determined.

Please let me know if you have any further questions.

Thank you,

A handwritten signature in blue ink, appearing to read 'T. Hull'.

Trevor L. Hull, AIA – Principal
Erickson Sullivan Architects

SECTION 004113

BID PROPOSAL FORM

BID OPENING TIME: 11:00 AM Central Time
DATE: February 28, 2025

Proposal Submitted To:

City of Franklin, Nebraska
Mailing Address: 619 15th Ave., Franklin, NE 68939
Hard Delivery Address: 619 15th Ave., Franklin, NE 68939

Bidders Legal Name On Point Construction Management Dated 2/28/25

(A Corporation organized and existing under the laws of the State of _____)

Address 2202 Central Ave, Unit 9

City, State, Zip Kearney, NE 68847

Addenda Received:

Addendum 1 - 2/25/25, Addendum 2 - 2/26/25
(Identify addenda received by the Number. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request.)

**PROPOSAL FOR CONTRACT FOR GENERAL CONSTRUCTION AND INSTALLATION FOR THE PROJECT
KNOWN AS:**

**City of Franklin – Downtown Apartments and Commercial
MARCELLUS BUILDING RENOVATION**
615 15th Ave.
Franklin, NE

PROPOSAL:

The undersigned, having examined the plans, project manual and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and equipment to do the work in accordance with the Contract Documents of which this proposal is a part and the terms and conditions set forth below:

Bid Sum: The undersigned proposes to perform the Work shown/described in the bidding documents, including the Discovery Allowance, for the sum of:

ONE MILLION NINE HUNDRED NINETY-SEVEN THOUSAND
Dollars (\$ 1,997,000.00).
(Amount shall be shown in both words and figures; in case of discrepancy, the amount in words will govern.)

Erickson Sullivan Architects

Project No.: 35024

UNIT PRICES:

Proposed for Alternate Work, as defined in Division 1, as follows:

Unit Price No. 1: The contractor shall provide a unit price, per s.f. of masonry mortar tuckpointing, for areas of deteriorated mortar discovered inside the building after plaster removal.

Unit Price: EIGHT
Dollars (\$ 8.00).
(Amount shall be shown in both words and figures; in case of discrepancy, the amount in words will govern.)

Unit Price No. 2: The contractor shall provide a unit price, per s.f. of damaged floor and roof decking replacement, thickness to match existing.

Unit Price: FOUR
Dollars (\$ 4.00).

Alternate (Deduction) No. 3: The contractor shall provide an alternate deduct price for construction debris disposal for deduction pending the City Council of Franklin's decision to reduce or remove disposal fees for this project.

Deduction: THREE THOUSAND FIVE HUNDRED
Dollars (\$ 3,500.00).

CONTRACT TIME:

The undersigned proposes upon full execution of the Agreement between Owner and Contractor, to substantially complete the Work for each phase of construction as outlined below:

Work shall begin upon Contract approval and all work shall be substantially completed on or before October 1, 2026

ACCEPTANCE:

This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 30 days of receipt of acceptance of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

I understand the Owner reserves the right to reject this Bid, or to waive any informality or irregularity in my Bid received.

Respectfully submitted,


(Signature)

On Point Construction Management

(Company)

(Seal, if by a Corporation)

2202 Central Ave, Unit 9

(Business Address)

Kearney, NE 68847

(Business Address)

END OF PROPOSAL FORM

Below is a list of similar renovation type projects with references.

- **Old Miskos**- 1528 L Street Ord, NE – Main level retail and upstairs apartments- Renovation consisted primarily of retail space and building exterior – *Owner, Fiddle Leaf Development*
- **Dent Popper**-2014 1st Ave. Kearney, NE- – renovation of previously vacant upper level in historic downtown building. Built out three new office suites with new bathrooms, HVAC systems, and split electrical services. Involved significant structural steel and wood framing to stabilize. *Owner, Scott Aschwege*
- **308 Boutique** – 2302 Central Ave. Kearney, NE- Full gut renovation of main level retail storefront in historic building. – *Owner, Jon Bokencamp / Tenant, Erin Sandy*
- **Kitts Coffee** -2001 A Ave. Kearney- Design-Build addition of an exterior seating area to a historic building. – *Owner, Brock Arehart*
- **Goodlife Architecture**- 2311 Central Ave. Kearney, NE – Full gut renovation of office space for Architecture studio within a historic downtown building. Involved significant structural framing and high-end interior finishes. *Owner, Patrick Moore*
- **Das Kreger Haus**- 116 Kansas St. Frankfort, IL- Full gut design-build renovation of an 1863 mixed use building. The building was nearly condemned prior to project commencement. Every single aspect of the building was touched during this renovation, including new utilities (6" water main for fire suppression) and all new MEP systems. Exterior and interior of the masonry was tuck pointed. Renovation included two residential apartment units with high end finishes and a rooftop deck. *Owner, Fiddle Leaf Development*

- ***Nelson's Furniture-*** 2311 Central Ave. Kearney, NE – Façade improvements on historic downtown building that included removing non-period cladding and exposing original façade. Also included window replacement.
- ***World Theater*** – 2318 Central Ave. Kearney, NE- Exterior improvements including sidewalk replacement and drainage.
- ***Old Buckle-*** 2120 Central Ave. Kearney, NE - (In Progress) Full gut renovation of historic downtown building that will include two upscale residential units and retail storefront. A restoration of the historic façade is also part of this project scope along with a rooftop deck and solar array. State and Federal Historic tax credits are being used on this project. *Owner, Jon Bokenkamp*
- ***Lexington Community Foundation*** – Lexington, NE- Design-build renovation of a historic downtown building which was converted into office space.
- ***Contour Med Spa*** - 2002 Central Ave. Kearney- (In Progress) Full gut renovation of downtown historic building. *Owner, Rylee Horsley*

1. Below is a **Tentative** list of possible subcontractors:

1. Winfrey Plumbing- *Phillips, NE*
2. Rutt's Heating & Air- *Kearney, NE*
3. Weathertight Insulation- *Kearney, NE*
4. Cornerstone Electric- *Axtell, NE*
5. Wilson Flooring- *Franklin, NE*
6. Builders (Lumber)- *Kearney, NE – would supplement with Smith Lumber in Franklin*
7. Clean Cut Concrete- *Kearney, NE*
8. Designer Craft (Cabinetry) - *Lexington, NE*
9. Revenant Demo- *Kearney, NE*

2. Assuming a signed contract and NTP of April 8, 2025, provide an estimated mobilization date and approximate construction duration.

1. We would aim to begin this project in the late summer/early fall of 2025 and would generally expect a 10 month project timeline. If scheduling allows for an earlier start, we will do so.

3. Confirm if local supplier Smith Lumber was used for any material sourcing, or if not, if you would be willing to source materials from Smith Lumber.

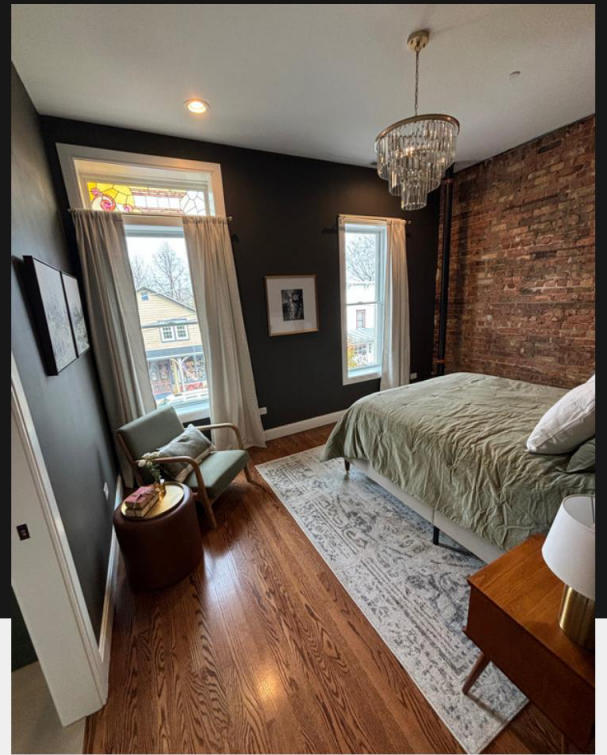
Smith Lumber was not used for material sourcing. We solicited the project through several major networks such as Construct Connect and Procore. After the bid date, we reached out to Smith Lumber

and learned that they had not obtained plans for this project. We are very willing to supplement sourcing framing and other materials through them.

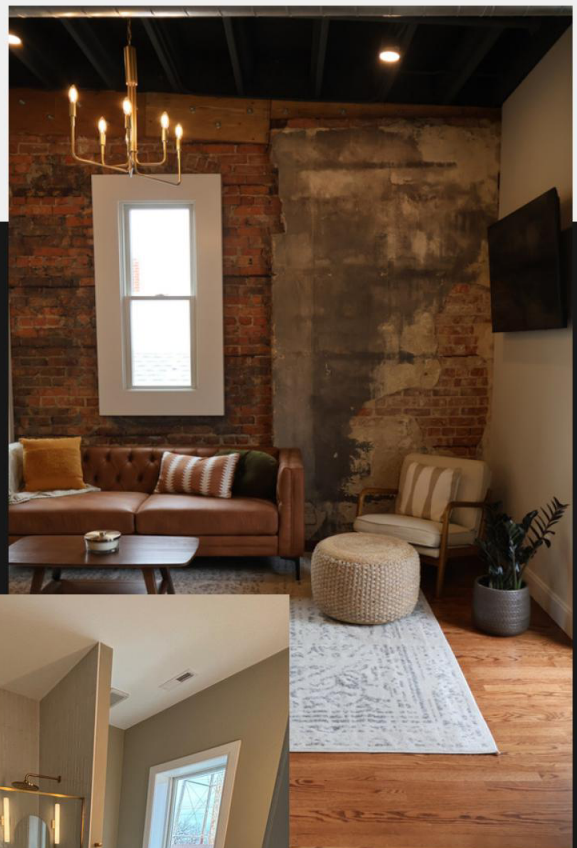
4. *Can you provide more information on your Unit Price for tuckpointing? It was lower than other bidders, and we'd like to review that portion of the bid as we assume there could be a significant amount of tuckpointing. If you can provide information on who would be performing the work and the scope they intend to include this would be helpful.*

This number was based on recently completed tuckpointing work on similar projects. We would complete this work "in-house" as it is much more efficient from both a cost and timing standpoint. This would include cleaning out any failing mortar and tuckpointing joints with a matching mortar. If the tuckpointing scope is excessive, supplementary masonry labor will be used as well.





Das Kreger Haus - *Frankfort, IL*

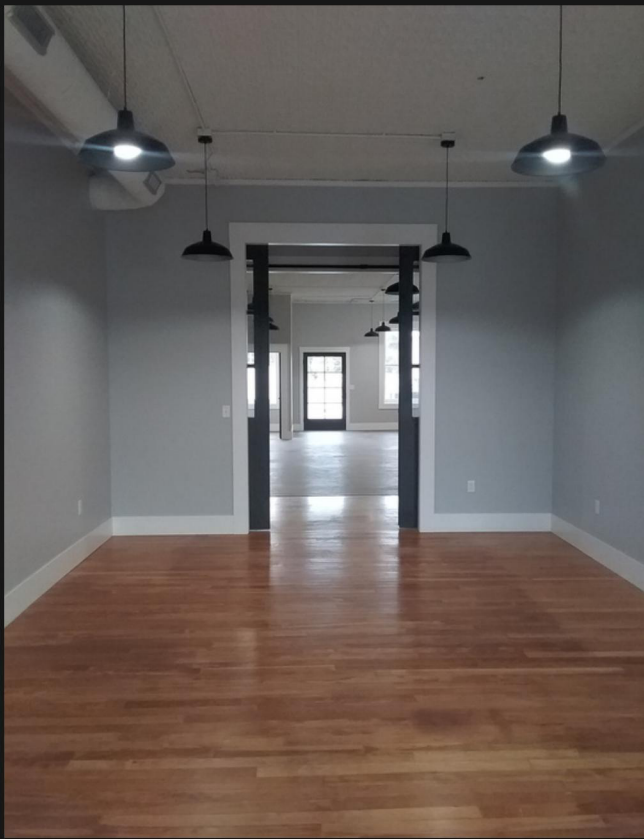


GOODLIFE
ARCHITECTURE -
KEARNEY, NE



308 BOUTIQUE -
KEARNEY, NE





DENT POPPER -
KEARNEY, NE



LEXINGTON COMMUNITY
FOUNDATION- LEXINGTON, NE

KITT'S COFFEE - KEARNEY, NE



SECTION 004113

BID PROPOSAL FORM

BID OPENING TIME: 11:00 AM Central Time
DATE: February 28, 2025

Proposal Submitted To:

City of Franklin, Nebraska
Mailing Address: 619 15th Ave., Franklin, NE 68939
Hard Delivery Address: 619 15th Ave., Franklin, NE 68939

Bidders Legal Name RMV Construction LLC Dated 2-28-2025

(A Corporation organized and existing under the laws of the State of Nebraska)

Address 1515 E 11th Street

City, State, Zip Kearney, NE 68847

Addenda Received:

#1 (2/18/25), #2 (2/26/25), and #3 (2/27/25)

(Identify addenda received by the Number. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from any obligations specified in the bid request.)

PROPOSAL FOR CONTRACT FOR GENERAL CONSTRUCTION AND INSTALLATION FOR THE PROJECT
KNOWN AS:

**City of Franklin – Downtown Apartments and Commercial
MARCELLUS BUILDING RENOVATION**
615 15th Ave.
Franklin, NE

PROPOSAL:

The undersigned, having examined the plans, project manual and related documents, and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of labor, hereby proposes to furnish all labor, materials and equipment to do the work in accordance with the Contract Documents of which this proposal is a part and the terms and conditions set forth below:

Bid Sum: The undersigned proposes to perform the Work shown/described in the bidding documents, including the Discovery Allowance, for the sum of:

one million nine hundred forty-six thousand five
hundred dollars Dollars (\$) 1,946,500
(Amount shall be shown in both words and figures; in case of discrepancy, the amount in words will govern.)

UNIT PRICES:

Proposed for Alternate Work, as defined in Division 1, as follows:

Unit Price No. 1: The contractor shall provide a unit price, per s.f. of masonry mortar tuckpointing, for areas of deteriorated mortar discovered inside the building after plaster removal.

Unit Price: twenty-two dollars ninety cents
Dollars (\$) 22.90).
(Amount shall be shown in both words and figures; in case of discrepancy, the amount in words will govern.)

Unit Price No. 2: The contractor shall provide a unit price, per s.f. of damaged floor and roof decking replacement, thickness to match existing.

Unit Price: four dollars and sixty-five cents
Dollars (\$) 4.65).

Alternate (Deduction) No. 3: The contractor shall provide an alternate deduct price for construction debris disposal for deduction pending the City Council of Franklin's decision to reduce or remove disposal fees for this project.

Deduction: eight thousand five hundred dollars
Dollars (\$) 8,500.00).

CONTRACT TIME:

The undersigned proposes upon full execution of the Agreement between Owner and Contractor, to substantially complete the Work for each phase of construction as outlined below:

Work shall begin upon Contract approval and all work shall be substantially completed on or before
October 1, 2026

ACCEPTANCE:

This offer shall be open to acceptance and is irrevocable for 45 days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within 30 days of receipt of acceptance of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

I understand the Owner reserves the right to reject this Bid, or to waive any informality or irregularity in my Bid received.

Respectfully submitted,



(Signature)

RMV Construction LLC
(Company)

(Seal, if by a Corporation)

1515 E 11th Street
(Business Address)

Kearney, NE 68847
(Business Address)

END OF PROPOSAL FORM

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1515 East 11th Street
Kearney, NE 68847
Phone: (308) 893-2010
Fax: (308) 238-0910

February 28, 2025

City of Franklin
619 15th Ave
Franklin, NE 68939

*Project: City of Franklin – Downtown Apartments and Commercial
Marcellus Building Renovation
RE: Bid Proposal Clarification*

To Whom it May Concern -

Thank you for the opportunity to submit a Proposal for the City of Franklin – Downtown Apartments and Commercial - Marcellus Building Renovation. We would like to take this opportunity to clarify the following items regarding our bid proposal:

- Sales Tax is included.
- Unable to find a provider willing to provide a Builder's Risk Insurance Policy. Therefore, Builder's Risk is excluded.
- Shoring - We propose to provide (3) Pipe Bracing from the exterior to the ground on concrete dead men. No engineering has been provided and as such we exclude any liable for wall failure. This scope is included and priced at \$5,500.

The following are the apparent low bidders for the following scope of work that are included in our proposal:

- Flooring Wilson Flooring
- Casework Designer Craft
- Drywall _____
- Plumbing Winfrey Plumbing
- Mechanical Ruth Heating & Air
- Electrical Rep Valley Elec.
- Other _____
- Other _____

Respectfully,

Steven Buckley
Project Manager | RMV Construction LLC



1515 East 11th Street
Kearney, NE 68847
Phone: (308) 893-2010
Fax: (308) 238-0910

March 3, 2025

City of Franklin
619 15th Ave
Franklin, NE 68939

*Project: City of Franklin – Downtown Apartments and Commercial
Marcellus Building Renovation*
RE: Bid Proposal Additional Information

To Whom it May Concern -

Thank you again for the opportunity to submit a proposal on the City of Franklin – Downtown Apartments and Commercial - Marcellus Building Renovation and for being considered as the selected General Contractor for this project.

We would like to take this opportunity to address the following questions regarding our proposal:

1. Please see attached for project examples and references of similar renovation type projects.
2. Assuming a signed contract and NTP are provided to RMV Construction, LLC on April 8, 2025, an estimated mobilization date would be no later than May 5, 2025, with an estimated construction duration of 12 to 14 months.
3. The local Smith Lumber was not utilized in our proposal, but we would be willing to source materials from Smith Lumber.
4. We utilized Done Right Masonry per-unit price as they are the only contractor in south-central Nebraska with the expertise to execute large-scale tuckpointing. They exclusively provide this specialized service, using advanced equipment for dust-free mortar removal and a comprehensive scope that includes all materials, labor, and equipment.

Since the full scope of work could not be assessed due to the walls being covered, it was prudent to engage Done Right Masonry for this project. Owned by Richard Fiese, they are a trusted contractor well known to RMV Construction LLC. Curtis Baetz (President of RMV Construction, LLC) of has maintained a long-standing professional relationship with Richard Fiese, further reinforcing our confidence in their expertise.

Thank you for your consideration and if you have any further questions, please let me know. I can be reached on cell at (785) 282-0548 and my email is steven@rmvconst.com.

Respectfully,

Steven Buckley
Project Manager | RMV Construction LLC



MARCH 4, 2025

GENERAL CONTRACTOR FOR

CITY OF FRANKLIN

DOWNTOWN APARTMENTS AND COMMERCIAL
MARCELLUS BUILDING RENOVATION PROJECT

Prepared By:

RMV Construction LLC
1515 E 11th St.
Kearney, NE 68847

Prepared For:

Margret Siel | Mayor
City of Franklins
619 15th Avenue
Franklin, NE 68939



CITY OF FRANKLIN

01 FIRM INFORMATION



LETTER OF LEGAL STATUS

Margaret Siel | Mayor
City of Franklin
619 15th Avenue
Franklin, NE 68939

Dear Ms. Siel:

Thank you for this opportunity to submit a Proposal to the City of Franklin for the upcoming Downtown Apartments and Commercial – Marcellus Building Renovation Project.

RMV Construction LLC, is a leader in the construction industry in Central Nebraska with combine leadership experience of 90 years. We have a proven track record of successfully delivering high value construction projections on time and within budget thanks to our experienced team and commitment to excellence. Our approach to construction management emphasizes collaboration, communication, and attention to detail, ensuring that all stakeholders are informed and involved throughout the project. We believe that our expertise and experience would make us an excellent partner with City of Franklin. We are committed to delivering projects that meet the unique needs and goals of our clients, and we pride ourselves on providing exceptional customer service and support.

At RMV Construction LLC., we are passionate about the construction industry and are constantly seeking new opportunities to grow and expand our knowledge and capabilities and we have the legal authority to work in the City of Franklin jurisdiction in the State of Nebraska.

Thank you for considering RMV Construction LLC for future construction projects. We look forward to the opportunity to discuss our qualifications and experience further.

Sincerely,



Curtis Baetz | President

RMV Construction LLC

ORGANIZATIONAL STRUCTURE

RMV Construction LLC

RMV Construction LLC is a full-service general contractor providing quality commercial construction for the past 17 years. Since its inception in 2007, RMV Construction LLC has been operating on the idea that real value in building construction comes from experience and capability of the builder. The completed building project is the result of knowledgeable individuals with talent, experience and ability to deliver what is expected. RMV Construction LLC has a team of individuals that have the necessary skills and relationships to provide the customer with the level of professionalism that will be reflected in the completed project. In the past RMV Construction LLC has delivered on this idea to the satisfaction of our many customers, architects and engineers.

ORGANIZATIONAL STRUCTURE:

RMV Construction LLC was established in 2007 by Curtis Baetz.

LOCATION (Principal Office):

1515 E 11th St.
Kearney, NE 68847

PROXIMITY TO PROJECT:

48.2 Miles (50 Minutes)

TYPE OF BUSINESS:

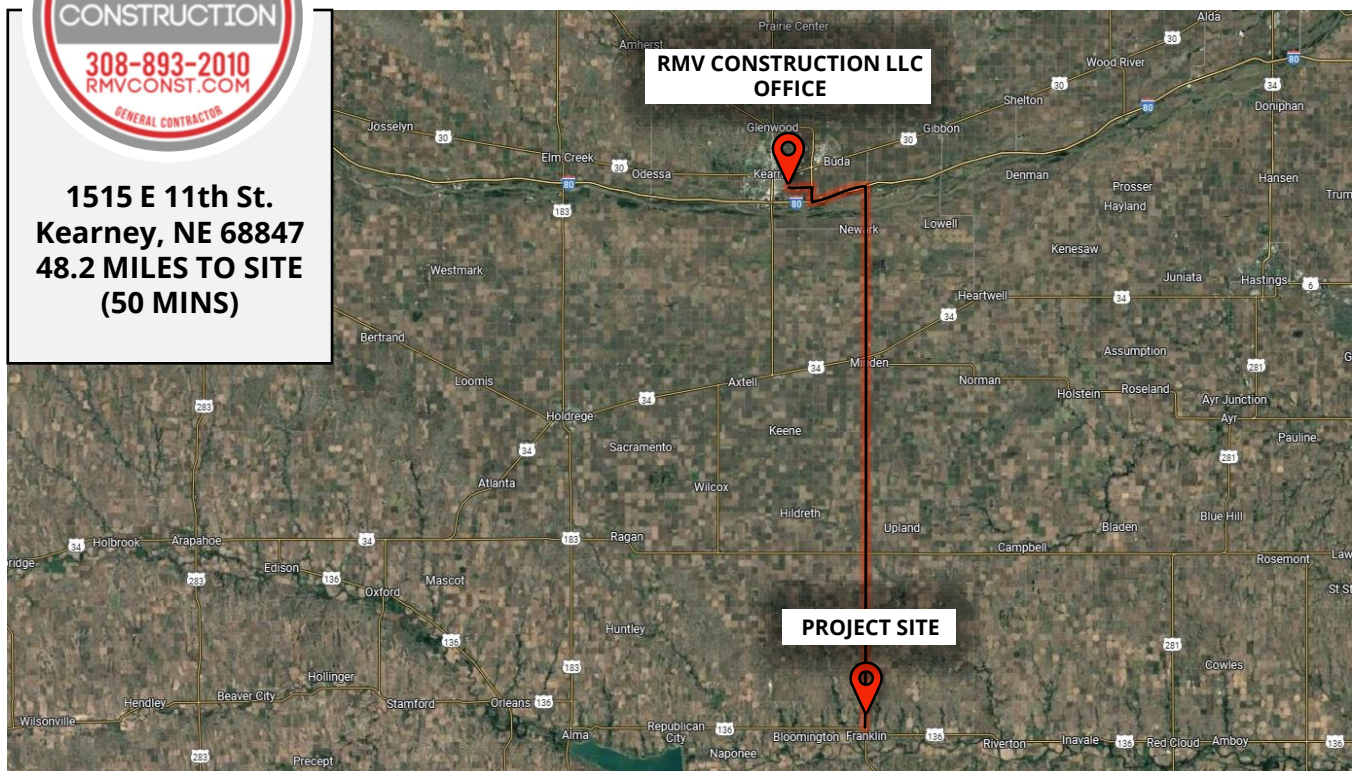
Corporation

DESCRIPTION OF SERVICES:

Services RMV Construction LLC provides include Preconstruction Services, Construction Management, Design-Build, and General Contracting.



**1515 E 11th St.
Kearney, NE 68847
48.2 MILES TO SITE
(50 MINS)**



FIRM'S KEY PERSONNEL – PRINCIPAL OFFICE

The core team of RMV Construction LLC are currently working together on multiple projects and have extensive experience in the construction industry. Your Renovation Project demands a unique Construction Management Team with an understanding of the local area. RMV Construction LLC is committed to working together to solve any issues that may arise while delivering a highly successful project.

KEY PERSONNEL IN PRINCIPLE OFFICE: 1515 E 11th St., Kearney, NE 68847

Curtis Baetz	Project Executive
Steven Buckley	Project Manager Estimator
Ken Taylor	Project Manager Estimator
Kyle Stritt	Senior Superintendent
Adam Dauel	Project Engineer
Kristie France	Office Manager
Veronica Baetz	Accounts Payable

EXPERIENCED TEAM DEDICATED TO DELIVERING YOUR PROJECT
ON TIME AND ON BUDGET!



02 RELEVANT PROJECT EXPERIENCE



GSS WAGNER – KITCHEN & DINING REPLACEMENT | Wagner, SD



Description: This Project consists of renovations of the existing 24,800 SF facility. Includes the replacement of the 4,000 SF Kitchen Wing with new framing, drywall, finishes, kitchen equipment, electrical, mechanical, and plumbing. Remove and replace existing asphalt shingles roof for the entire building. Replace existing electrical service to the building.

Current Phase: In Process

Proposed Construction Cost: \$5,096,800

Scheduled Date of Completion: August 2025

Owner Reference: Evangelical Lutheran, Good Samaritan Society / P.O. Box 5038, Sioux Falls, SF 57117

Designer Reference: The Schemmer Associates / 303.604.4032 / 1536 Cole Blvd, Suite 330, Lakewood, CO 80401



MINDEN PUBLIC SCHOOL | Minden, NE

Description: This project consisted of the renovation of the existing entry and expanded administration space. Exterior renovation included earthwork, storm utilities, concrete pavement and sidewalks, front façade, windows, and storefront. Interior renovation included new corridor flooring, signage, lockers, and replacing interior doors.

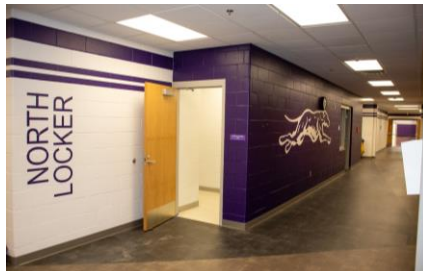
Current Phase: Completed

Final Construction Cost: \$2,768,477

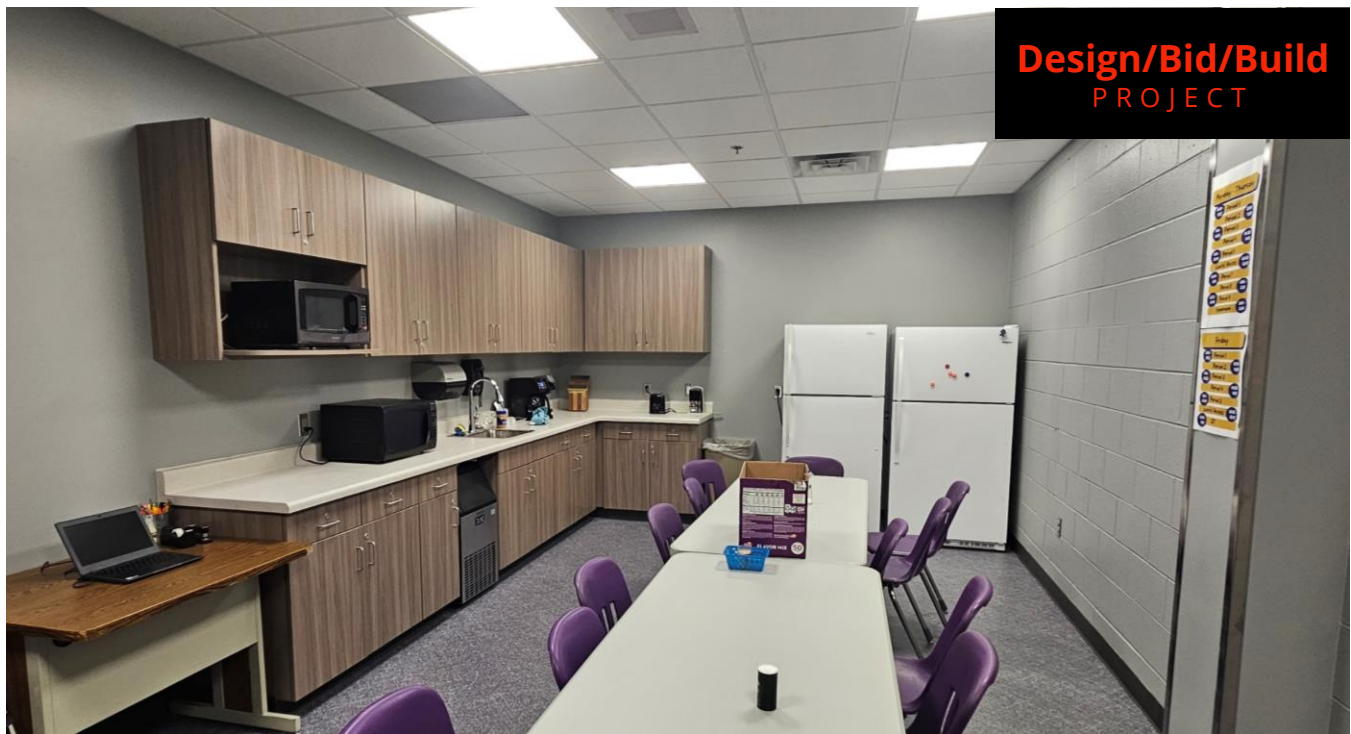
Scheduled Date of Completion: September 2024

Owner Reference: Minden Public Schools / 308.832.2440 / 520 W. 3rd Street, Minden, NE 68959

Designer Reference: CMBA Architects / 308.384.4444 / 208 N Pine St, Suite 301, Grand Island, NE 68801



HOLDREGE PUBLIC SCHOOLS REMODEL | Holdrege, NE



Description: This project consisted of repurposing the industrial tech lab over to traditional classrooms, staff work room, restroom, conference room, and office. Additional renovation included adding in-school suspension rooms in the existing administrative office area and remodeling a kitchenette in the Family & Consumer Science Lab to be ADA accessible.

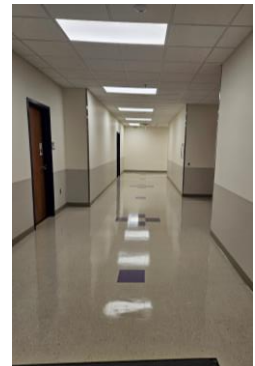
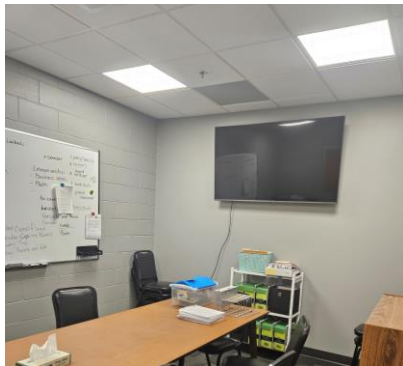
Current Phase: Completed

Final Construction Cost: \$434,988

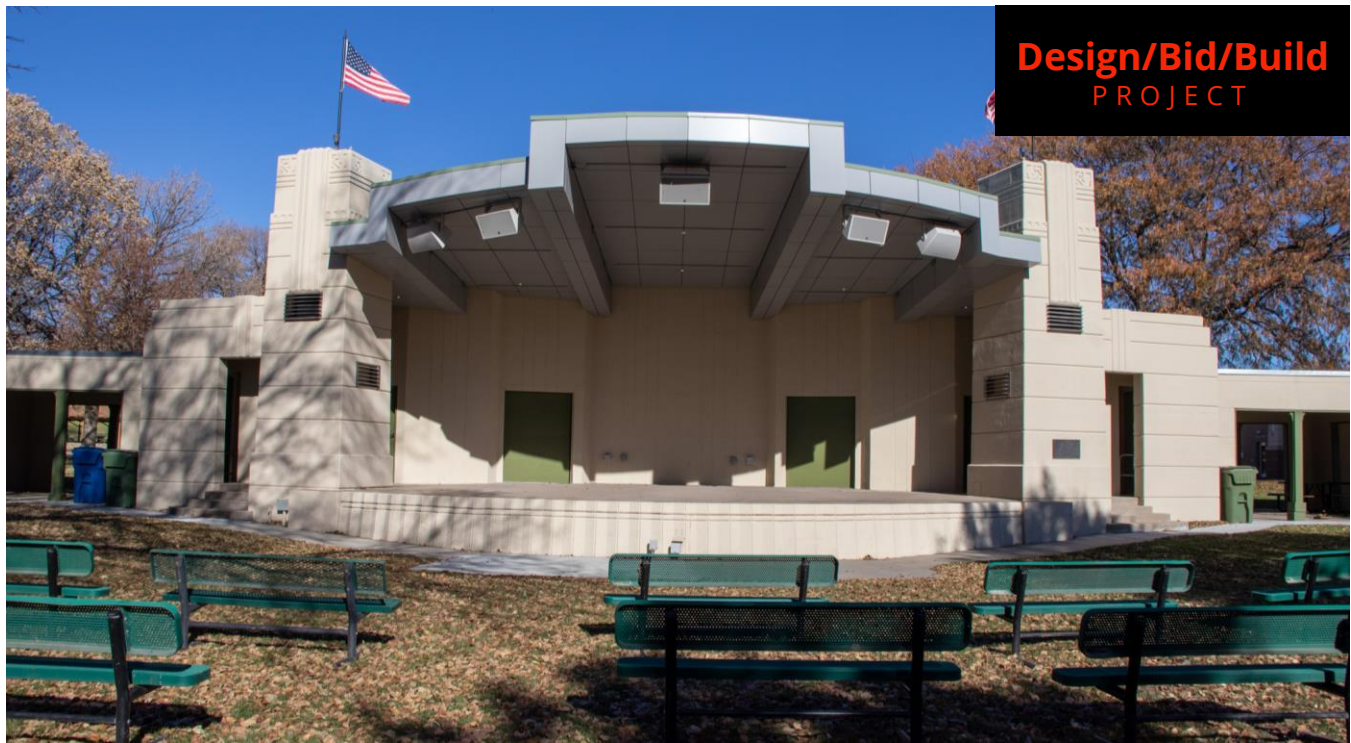
Date of Completion: August 2024

Owner Reference: Holdrege Public Schools / 308.995.8663 / 505 14th Ave, Holdrege, NE 68949

Designer Reference: Wilkins Architecture Design Planning, L.L.C. / 308.236.6929 / 2908 W 39th Street Suite A, Kearney, NE 68845



CITY OF KEARNEY - HARMON PARK SONOTORIUM RESTORATION | Kearney, NE



Description: This project consists of renovations and new construction for the existing Harmon Park Sonatorium and upgrades for the immediate area around it. The Sonatorium building will involve a new ADA ramp and interior room renovations. Over the existing stage area, a new steel framed roof structure with metal cladding is to be added. Other construction elements included wood framing, aluminum storefront windows, LVT flooring, hollow metal doors and frames, casework, mechanical and plumbing. The electrical scope of the Sonatorium building to the yard around the building. Site Improvements also include utilities and concrete paving.

Current Phase: Completed

Final Construction Cost: \$1,320,714

Date of Completion: April 2023

Owner Reference: City of Kearney - Park & Recreation / 308.233.3228 / 18 E 22nd St, Kearney, NE 68847

Designer Reference: Wilkins Architecture Design Planning, L.L.C. / 308.236.6929 / 2908 W 39th Street Suite A, Kearney, NE 68845



FAITH UNITED METHODIST CHURCH RENOVATION | Kearney, NE



Description: This project consists a 3-floor addition onto an existing masonry brick structure.

Current Phase: Completed

Final Construction Cost: \$570,426

Date of Completion: July 2019

Owner Reference: Faith United Methodist Church / 1623 Central Avenue / Kearney, NE 68845

Designer Reference: Miller & Associates Consulting Engineers / 1111 Central Ave / Kearney, NE 68847



GSS ST. JOHN'S SNF ADDITION & REMODEL | Kearney, NE



Description: RMV Construction has completed multiple contracts for the Evangelical Lutheran Good Samaritan Society and this project was negotiated directly with them. This **Construction Manager at Risk** project totaled 35,660 SF and included a large living quarters addition, 4 phases of renovation throughout the facility and extensive civil work.

Current Phase: Completed

Original GMP: \$2,872,722

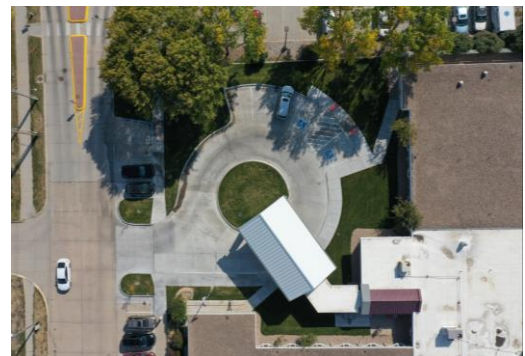
Final Construction Cost: \$3,374,546

Scheduled Date of Completion: June 5, 2019

Actual Date of Completion: June 5, 2019

Owner Reference: Evangelical Lutheran, Good Samaritan Society / P.O. Box 5038, Sioux Falls, SF 57117

Designer Reference: The Schemmer Associates / 515-957-7600 / 3100 SE Gateway Drive, Grimes, IA 50111



03 PROJECT ORGANIZATION & PERSONNEL RESOURCES



FIRM'S KEY PERSONNEL



CURTIS BAETZ

PROJECT EXECUTIVE

QUALIFICATIONS AND EXPERIENCE

Curtis is the President and Manager of RMV Construction LLC since its inception in 2007. Curtis is responsible for project development, leadership development, and assuring quality performance of team members and is continuously developing systems and teaching staff to deliver expected results. For over 30 years, Curtis has managed commercial projects from start to completion from California, north central Kansas, and now in Nebraska. His responsibilities included all scheduling, management and completion of large commercial projects.

YEARS OF EXPERIENCE: 30

LICENSES/CERTIFICATIONS: N/A

EDUCATION: Kansas State University, Manhattan, KS

PROJECT EXPERIENCE:

- Bertrand Aquatic Center - Bertrand, NE // 25,000 SF // \$2,400,000
- Paramount Towne Center - Paramount, CA // 23-Acre // \$9,000,000
- Walmart Site Development & Addition - Upland, CA // 18-Acre // \$4,000,000
- Cambridge Bank - Cambridge, NE // 7,500 SF // \$2,130,000
- Holdrege Stadium Addition - Holdrege, NE // \$1,756,227
- GSS ST John's - SNF Addition & Remodel - Kearney, NE



FIRM'S KEY PERSONNEL

**STEVEN BUCKLEY**

PROJECT MANAGER | ESTIMATOR

QUALIFICATIONS AND EXPERIENCE

As Senior Project Manager, Steven brings his managerial experience to RMV Construction LLC and your municipal project. Steven is qualified to oversee the overall construction of a project, its budget, schedule, sub-contractors and lastly, its controls. His experience included working with municipalities paired with his advanced understanding of financial management ensures your project will remain within budget and on schedule.

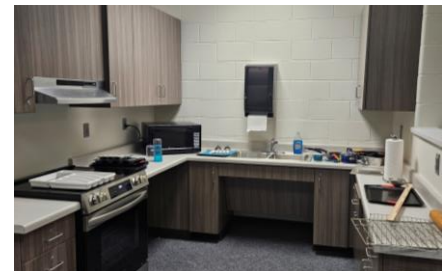
YEARS OF EXPERIENCE: 17

LICENSES/CERTIFICATIONS: OSHA 10-Hour and 30-Hour Occupational Safety and Health Training Course

EDUCATION: B. S. Construction Science and Management – Kansas State University, Manhattan, KS
Degree in Industrial Design – The Art Institute of Colorado, Denver, CO

PROJECT EXPERIENCE:

- Holdrege Middle School 2024 Remodel – Holdrege, NE // 3,200 SF // \$427,700
- Yanney Park Pavilion – Kearney, NE // 9,000 SF // \$3,753,000
- Harmon Park Sonatorium Restoration – Kearney, NE // 2,100 SF // \$1,330,000
- Bertrand Aquatic Center - Bertrand, NE // 25,000 SF // \$2,400,000
- Value Place Hotel - Sioux Falls, SD // 43,000 SF
- Holiday Inn Express & Express (Indoor Pool) - Wichita, KS // 52,000 SF
- Suburban Extended Stay - Lenexa, KS



FIRM'S KEY PERSONNEL

**KYLE STRITT**

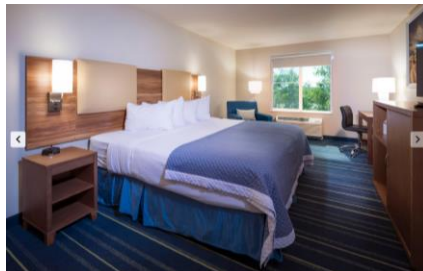
SENIOR SUPERINTENDENT

QUALIFICATIONS AND EXPERIENCE

Kyle joined RMV Construction LLC in 2009 as a Superintendent and is now our Senior Superintendent. Kyle is responsible for effectively managing subcontractors and field crews for optimum performance, efficiency, and adherence to the project schedule. Through daily enforcement of the project's safety management process, Kyle ensures a safe job site. In addition, he is responsible for construction quality and continually inspects the work for conformance to our standards.

YEARS OF EXPERIENCE: 20**LICENSES/CERTIFICATIONS:** N/A**EDUCATION:** Republican Valley High School**PROJECT EXPERIENCE:**

- Bertrand Aquatic Center - Bertrand, NE // 25,000 SF // \$2,400,000
- Cambridge Bank - Cambridge, NE // 7,500 SF // \$2,130,000
- Holdrege Stadium Addition - Holdrege, NE // \$1,756,227
- Days Inn Hotel - Kearney, NE // 35,000 SF // \$3,500,000
- GSS-22 Bed Skill Care Facility Addition Renovation – Albion, NE // 20,000 SF // \$2,500,000
- GSS ST John's - SNF Addition & Remodel - Kearney, NE



LETTER OF RECOMMENDATION



4800 West 57th Street
P.O. Box 5038
Sioux Falls, SD 57117-5038

Phone: 605-362-3100
Fax: 605-362-3309
www.good-sam.com

February 1, 2011

To Whom It May Concern:

Re: RMV Construction
2601 30th Ave.
Kearney NE 68845

As you are well aware, choosing the right contractor for a project is very crucial in having a successful project. I have had the pleasure of working with RMV Construction since 2007. We are currently in Phase IV of a multi-phase project that we have been working on continuously for three years.

I have used RMV Construction in multiple locations through the state of Nebraska and we have been extremely pleased with their quality of work and willingness to communicate with the owner. RMV Construction has always had the owner's interest foremost in any issues that have arisen and holds the subcontractors accountable for the quality of their work.

Over the past 14 years of being involved in building projects, I can truly say that RMV Construction is one of the best contractors I have had the opportunity to work with. I recommend that you seriously consider them for your project in Kearney, NE, and I would be happy to address any questions you may have.

Thank you for your time.

Sincerely,

Jason Guenther
Construction & Design Consultant

The Evangelical Lutheran Good Samaritan Society
4800 W. 57th Street – P.O. Box 5038
Sioux Falls SD 57117-5038

LETTER OF RECOMMENDATION

26432 460th Ave.
Hartford, SD 57033
(605) 536-4328

June 10, 2019

Mr. Curtis Baetz
RMV Construction
8645 Dove Hill Rd
Kearney, NE 68845

RE: RMV Recommendation Letter

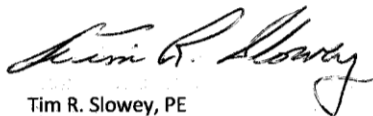
To Whom It May Concern:

I have been a registered civil engineer practicing since 1991. In 2013 I joined The Evangelical Lutheran Good Samaritan Society, the nation's largest non-profit senior care provider, as a construction project manager. My region of responsibility included Nebraska, Colorado, Arizona, and New Mexico when I met Mr. Curtis Baetz with RMV Construction.

During the course of my 27 year career, I have worked with many engineers, architects, and contractors. Although it is rare for me to recommend a particular organization, I feel compelled to do so for RMV Construction because of the excellent workmanship and professional business relationship I experienced with them for numerous years on a multitude of projects. They consistently met my expectations and performed quality work in a timely manner. They performed millions of dollars in construction from twin home construction to complex building additions in the Nebraska area often traveling considerable distances to meet my needs. I often relied on their expertise and was never disappointed in their job performance, actions or administration services.

It is getting exceedingly difficult to find quality contractors who are knowledgeable, conscientious, and devoted to providing superior service, but RMV was an organization that did that on a consistent basis. I would highly recommend them to anyone seeking a quality contractor who can deliver superior construction services at a reasonable price.

Sincerely,



Tim R. Slowey, PE
SD Reg. #: 6490

LETTER OF RECOMMENDATION

FRED ZARATE, AIA
5412 S 106 STREET
OMAHA, NE 68127
December 8, 2020

RE: RMV CONSTRUCTION COMPANY

TO WHOM IT MAY CONCERN:

I have known and worked with RMV Construction Company of Kearney, NE for several years. During that time, in my position as project manager, RMV Construction provided general construction services for a couple of new construction and remodel projects and their performance was excellent, responsive and professional.

Mr. Curtis Baetz, president of RMV Construction, is involved in the daily operations of his company, is attentive to his clients' needs, and is a professional in every sense of the word. Case in point, due to an unfortunate malfunction of a fire sprinkler system in a brand new building there was a considerable amount of damage to the facility and Mr. Baetz stepped in immediately, took control of the situation, brought in restoration crews and with his own crews provided remedial services in less time than one could reasonably expect.

I am pleased to recommend RMV for any construction related projects. With their vast amount of experience in remodels and new construction RMV can provide excellent outcomes for projects ranging from a few thousand to several million dollars.

Sincerely,



Fred Zarate
State of Nebraska Registered Architect
Registration A-2832



RMV Construction
1515 E 11th St., Kearney, NE 68847

Park Committee Recommendation

Bid Comparison

Zone 1 (Library patio area, Gazebo) Budget for zone 1: \$223,810

Zone 2 (West Shelter/restrooms) Budget for zone 2: \$50,000

	Erickson Sullivan Architects	W Design Associates Inc	JEO Consulting Group Inc
Base bid	\$57,700.00	\$74,360.00	\$78,000.00
Architectural Restroom Design	\$0	\$0	\$36,000.00
Totals:	\$57,700.00	\$74,360.00	\$114,000.00

RCRP Project

Submit this document to DED Program Staff via email. Do NOT submit via AmpliFund.

Award Number:	23RCRP-031 FRANKLIN
Recipient Manager Name:	LeAnn Jochum, SCEDD on behalf of City of Franklin

Goal Name	Goal Description	Goal Type*	Goal Measurement	Goal Outcome
Complete Special Conditions	Submit required documents according to the RCRP contract, including (1) Recipient Information form, (2) Authorization to Request Funds, (3) State of Nebraska ACH and W-9 Enrollment form, (4) procurement policies, (5) declaration(s) of covenant, and (6) project completion schedule.	Milestone	Due Date:	3/31/2025
RFP cycle opens for Engineering from Jan 23 to Feb 19 - Zones 1 & 2	Bids for Engineering and Project Management of Zone 1 & 2 (library patio, gazebo, picnic shelter and restrooms)	Milestone	Due Date:	3/31/2025
RCRP Committee selects Engineer - Zones 1 & 2	Committee reviews bids. Committee makes selects and reports decision to City Council.	Milestone	Due Date:	3/31/2025
RFP cycle opens for General Contractor from Feb 14 thru Mar 4 - Zones 3 & 4	Bids for General Contractor for work on Zones 3 (musical playground) & 4 (fitness stations, gaga pit, rubberized surfaces)	Milestone	Due Date:	3/31/2025
RCRP Committee selects General Contract - Zones 3 & 4	Engineer presents GC bids for Zone 4 for Committee approval; Committee reports decision to City Council.	Milestone	Due Date:	3/31/2025
City Completes Concrete Demolition - Zones 1 & 2	Demo of picnic shelter and restroom, prepares site for contracted work	Milestone	Due Date:	6/30/2025
Engineer provides final designs for Committee approval - Zones 1 & 2	Committee approves final plans, reported to City Council	Milestone	Due Date:	6/30/2025
RCRP Committee selects General Contract - Zones 1 & 2	Engineer presents GC bids for Zone 1 & 2 Committee approval; Committee reports decision to City Council.	Milestone	Due Date:	6/30/2025
City finalizes Disc Golf Course design and orders tees and signs	Design around new park feature placement, order submitted	Milestone	Due Date:	6/30/2025
Installation of Disc Golf Course - Zone 5	Volunteers & City staff install disc golf course tees, baskets and sign posts	Milestone	Due Date:	9/30/2025
Completion of Zone 3	Contracted work of Zone 3 is complete.	Milestone	Due Date:	12/31/2025
Completion of Zone 4	Contracted work of Zone 4 is complete.	Milestone	Due Date:	12/31/2025
City completes sidewalks	Sidewalk work completed connecting amenities	Milestone	Due Date:	12/31/2025
Completion of Zones 1 & 2	Engineer Managed Contractor work complete on or before 2/28/2026	Milestone	Due Date:	3/31/2026
Engineer Contract complete	Final billing for completed project	Milestone	Due Date:	3/31/2026
Project Deadline: All contracted and City work complete on park improvements	Contracted work complete, payments made	Milestone	Due Date:	6/30/2026
Project Deadline: All contracted and City work complete on park improvements	All expenses submitted to DED	Milestone	Due Date:	6/30/2026



CITY OF FRANKLIN

City of Franklin, Nebraska City Park Project

Statement of Qualifications

W Design Associates, Inc.
2626 West 2nd Street
Hastings, NE 68901
402-463-2377

February 2025
www.wdesignea.com

HISTORY OF FIRM

W DESIGN ASSOCIATES, INC.
McCook / Hastings, Nebraska

Telephone: 402-463-2377
E-mail: stephen@wdesigneia.com

Our firm was founded in 1965 as Benjamin Kasl and Associates. In 1978 the name was changed to Lloyd Benjamin and Associates and in 1999 the name was changed to W Design Associates, Inc. Since 1965 we have provided architectural and engineering services to clients in Nebraska and across the United States. We have proudly developed a reputation for providing high quality and timely service to our clients and have been rewarded with a high percentage of repeat business. Our architectural division has completed schools, libraries, clinics, churches, day cares, preschools, nursing homes, retirement centers, apartments, retail facilities, offices, banks, community centers, park facilities and industrial plants. In addition, W Design Associates has the capabilities to complete all the mechanical, plumbing, electrical and structural engineering on our architectural projects. Our engineering capabilities and experience include site development, transportation design, structural design, water and wastewater systems, water resources and surveying.

W Design Associates has two offices, with the main office located in McCook and a branch office in Hastings, Nebraska as well as two employees with offices in North Platte. Our offices share work via common servers, which allows us to coordinate designs to meet aggressive deadlines while still providing local, personalized service. Our personnel have the education and experience to provide highly technical services not commonly found outside of large metropolitan areas; yet by virtue of where we have decided to live and raise our families, we maintain the personal values and attitudes of rural Nebraska. Our team consists of five engineers, two architects and seven technical support personnel.

LOCATION OF COMPANY

MAIN OFFICE

P. O. Box 99, 214 East 1st Street
McCook, NE 69001
Tele: 308-345-2370

BRANCH OFFICE

2626 West 2nd Street
Hastings, NE 68901
Tele: 402-463-2377

CORPORATE OFFICERS

Neil S. Wolford, P.E.
April B. Hock, P.E.
Aaron M. Peterson
Matthew B. Clause

OFFICE RESPONSIBLE

FOR THIS PROJECT:

Hastings will be the coordinating office with assistance from McCook as needed.

PROJECT APPROACH

W Design Associates' primary focus on all projects is meeting the client's needs and expectations. We accomplish this with:

Communication. Through collaborative discussion and dialogue, we will share the vision of the City of Franklin and work towards a unified solution for your community project. Our in-house engineering team will communicate with the local utility companies and your partners regarding the services and needs for the Park Project. This will help effectively and efficiently incorporate requirements from the overall vision with due consideration to form, function and economics. Only then will we be able to optimize the design of the facility for the interest of all users involved.

Proximity. Having offices in both Hastings and McCook allows us to easily meet directly with all stakeholders. By working face-to-face with the city, we can ensure that your needs and desires are fully understood and included in the planning phases.

Experience. W Design Associates has been involved in various park and recreational projects over the years. We understand the community benefits and importance of safe and functional recreation areas and look forward to this opportunity that will enhance the park and library area for the City of Franklin and community members alike.

PROJECT DELIVERY

Our firm provides in-house expertise to solve unique challenges encountered in the design or construction phases of our projects. We utilize our staff to interact with local and state administrators to reach a consensus for the appropriate solution. This team will focus on the health, safety, and welfare of any staff and consumers, functional requirements, aesthetics, cost, and current code compliance. Our extensive experience with various types of projects provides a great advantage for our clients.

The skills of W Design Associates, combined with our local experience, provide comprehensive professional service for all aspects of the project resulting in economical, functional, and well-designed projects.

PROJECT PHASES AND TIME FRAME ESTIMATE:

1. Contract Negotiations	One Week (March 7)
2. Preliminary Design	Two Weeks (March 28)
3. Design Development/Construction Documents	Eight-Nine Weeks* (May 30)
4. Bidding Period	Three Weeks (June 20)
5. Construction Contract Negotiations	Two Weeks (July 4 th)
6. Construction (as designated by contractor)	Completed by February 28 th , 2026

Total Design and Bidding Process Approximately 17 Weeks*

*Time frame estimate is based on prompt approval of design documents by the city. The time frame can be adjusted as required dependent on the scope or additional requirements of the Project.

Preliminary Design

The overall process begins with the preliminary design phase. During this phase, we will take the current concept images along with the Zone Descriptions provided by the city and model them into a graphic representation of the updated City Park. We utilize Revit software for all our projects, giving us the ability to provide our clients with a comprehensive 3D model of the design. At this point in the project, the budget can be reviewed for the proposed project and, if necessary, changes could be made.

Design Development and Construction Documents

During this phase of the project, the preliminary design is transformed into a complete set of construction ready drawings and specifications. The physical details concerning materials and structures will be defined for each Zone and final details including material and equipment selection will be determined. Finally, the documents used for the bidding process and construction will be completed producing the final form of the City of Franklin – Park Project. During this phase, we typically provide 30%, 60% and 90% completion review meetings on the progress of the drawings and documents.

Regulatory Agency Review

During the bidding period, the Drawings and Specifications will be submitted to the applicable regulatory agencies for review, comment, and approval. Agencies included are the Nebraska State Fire Marshal for fire safety and handicapped accessibility and local code officials for building code compliance if applicable.

Bidding Period

The last phase prior to construction is the bidding period. This portion of the project includes issuing final plans to the contractors, plan houses and material suppliers requesting bids for the project. W Design Associates will field all questions from bidders clarifying information, reviewing requests for substitutions, and issue any addenda advising contractors of changes to the bidding documents. We maintain detailed records of plan holders and questions received, followed by the facilitation of a pre-bid meeting to assist contractors in preparing accurate bids. The bidding process will be completed no later than June 20th, 2025. After the final bids are received, our team will provide a detailed bid tabulation, recommendation of contract award, and assist with contract documents as needed.

Construction

After a bid has been accepted and awarded, we move on to the final phase of the project, the construction phase. In this phase, frequent inspections are made to ensure that the work is progressing as intended by the Drawings and Specifications as well as meeting the project deadline of February 28, 2026. Our team will review shop drawings, pay application requests and facilitate construction progress meetings providing a timely response to the demands of the construction schedule.

Each of the previously described phases of project development will require frequent and timely communication between the City of Franklin and W Design Associates. By selecting our team, this communication process, including required paperwork will be efficient, economical and direct.

PAST RECORD OF PERFORMANCE

The team at W Design Associates has several repeat clients based on our level of performance. Having all disciplines in-house helps us maintain a great communication process which keeps us on schedule, ensures delivery of a quality design, and helps us stay within budgetary constraints with minimal variations. During the design process, several cost estimating exercises are conducted. With today's prices, it's a challenging process to adjust building design to current construction costs. In our design process, we conduct a 30-60-90 phase of the design drawings which equates to a full review of documentation during 30% completion, 60% completion and 90% completion of the construction documents. These percentage of completion documents are also tied to milestone dates to keep everyone on schedule.

Change orders are unfortunately a part of construction projects and we try to keep them at a minimum. These changes to the project can be owner request, contractor requests of project orientated situations. On average, I would estimate that our change order process with recent projects range between 3% to 5%. We do have projects with change orders as low as 1.2%.

TEAM MEMBERS

Project Engineer – Steven W. Wolford, P.E.

Mr. Wolford would provide electrical and plumbing expertise, supervise field surveys, construction inspections and meetings, and serve as the liaison between the City of Franklin and W Design Associates. A resume for Mr. Wolford is enclosed.

Professional Engineer – April Hock, P.E.

Ms. Hock would be responsible for providing mechanical and electrical expertise for the project. She would also assist with construction inspections or meetings and interface with the City of Franklin. A resume for Mrs. Hock is enclosed.

Professional Engineer – Neil Wolford, P.E.

Mr. Wolford would be responsible for providing structural and mechanical expertise for the project. He would also assist with construction inspections or meetings and interface with the City of Franklin. A resume for Mr. Wolford is enclosed.

Project Architect/Manager – Stephen P. Granger, A.I.A.

Mr. Granger will be responsible for the overall coordination of the project, along with completing the architectural and code compliance review. Mr. Granger's vast experience includes new construction, building renovations, ADA compliance, estimating construction costs, and various other critical aspects of architectural design. His goal is to foster a collaborative relationship with the client to actively incorporate their vision throughout the design process to ensure the final project fully reflects their desired aesthetic and functionality. He serves as a Review Board Member for History Nebraska and has extensive experience with preserving rich historical features while incorporating modern-day amenities. Mr. Granger's resume is enclosed.

FEES

Our estimated fee for the City Park of Franklin is \$74,360.

Civil set ready documents	80% of lump sum above
Selection of General Contractor	
Project / Construction Management	20% of lump sum above

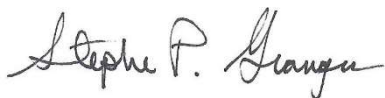
Because we incorporate electronic file transfers for all plans and specifications, there are no costs required for plan reproducing. W Design will not charge for reimbursable expenses with the exception of the plan review fee. The cost of plan review fees will be transferred to the owner. That fee is typically the fire marshal plan review fee. This fee is based on the percentage of construction cost of building structures only and is typically under \$500 dollars. We would not anticipate a fee from any city permit applications, since this is a city project. Most of our previous projects with similar parameters, the city has waived any permit fees.

SUMMATION

The skills and experience of W Design Associates combined with our local accessibility provide a comprehensive, professional service for all aspects of a project. The result of these strengths is an economical, functional, and well-designed project. Our in-house team of engineers, architects, and support staff will collaborate to bring your project from concept to construction while staying within budget and meeting deadlines. Equally important, the location of W Design Associates provides the means for easy communication, presence, knowledge of local conditions, and quick response time for troubleshooting. W Design Associates prides itself with a strong sense of responsibility through native-grown Nebraska values and attitudes that are shared with our clients and the communities they call home.

We would like to thank you for the opportunity to submit this Statement of Qualifications. We are eager to assist the City of Franklin with this Park Project that will benefit the patrons of Franklin and surrounding areas for years to come. Your time and consideration are greatly appreciated, and we look forward to your favorable response.

Respectfully,



Stephen Granger, AIA
Chief Architect
W Design Associates

PROJECT QUALIFICATIONS EXPERIENCE

HILLCREST NURSING HOME COURTYARD – McCOOK, NE

Hillcrest Nursing Home opened in June 1963 with a mixture of 23 private and semi-private rooms. The nursing home is now a 100-bed dual-certified Medicare/Medicaid Skilled Care facility with over 120 dedicated employees. Through the years, W Design Associates has overseen several of the Nursing home's renovation projects, including a more recent Courtyard renovation. This space includes a gazebo and provides the residents with a change of scenery, seating, and a tranquil environment to enjoy family and friends.



COUNTRYHOUSE – GRAND ISLAND, NE

Country House is an assisted living Alzheimer care facility of 12,980 sq. ft. with an estimated value of \$1,400,000. The project was completed in August of 2005. One of the more prominent features of this project included a large outdoor secure walking area for the residents. The construction bids received for the project were within the estimated budget.



PRAIRIE ARTS CENTER – NORTH PLATTE, NEBRASKA

The 1913 Federal Building was purchased by a group of local artists wanting to turn the old Federal Building into an art center. The building was vacated for several years but a vision was put in place. We started working on the stair tower of the existing building, along with the installation of an elevator and handicap restrooms. This portion of the project was CDBG funded as part of making the building handicap accessible. The next phase of the project was laying out classrooms in the basement level leased by the local college to create income for the building. Once the basement level was operational, the main floor design started. We salvaged the old doors and windows from the high school before it was demolished and used several of the doors and windows in the Prairie Art Center. The main floor has several locations for art displays, a gift shop, a reception desk, a large gallery as well as meeting rooms and office spaces. We then moved to the next phase of the project which was the second floor. Upon its completion, it housed the director's office, restrooms, a banquet hall, a textile room, a warming kitchen, an art library and general storage. The third floor was completed with a library, studios, and two classrooms.

The exterior received all new doors and windows and a new marque sign. The project also consisted of an addition to the west with an outdoor sculpture garden and an upper-level patio looking out to the west. The exterior sculpture garden has a custom obelisk, along with raised concrete platforms for local art sculpture. We incorporated Astro turf to keep maintenance in the sculpture garden to a minimum.



KELLEY CREEK WALKING TRAIL – McCOOK, NEBRASKA

The Kelley Creek Walking Trail links Kelley to Karrer parks in McCook, Nebraska. The popular Kelley Park features amenities like picnic tables, playgrounds, volleyball courts and of course, parking. Exercise stations have been provided along the trail, which also passes by quiet residential areas and verdant golf courses. At the southern end of the trail, Karrer Park features restrooms, free camping facilities and picnic areas. This project consisted of constructing a 3,235 ft. long concrete walking trail along Kelley Creek of McCook, NE. This work was partially funded through the Nebraska Department of Road's Transportation Enhancement Program.

**BLACKLEDGE PARK – NORTH PLATTE, NEBRASKA**

Blackledge Park incorporated a vacant site in downtown North Platte that would quickly create a public park space adjacent to downtown activities and restaurants. The park was adjacent to a new parking facility to allow easy access to the park. An arched entry was dedicated to the late Keith Blackledge, local newspaper editor and historian. The park consists of a fountain with a wraparound bench, picnic shelter, park benches, stamped concrete, bicycle rack and decorative lighting. This project was partially funded through the city as well as public donations.



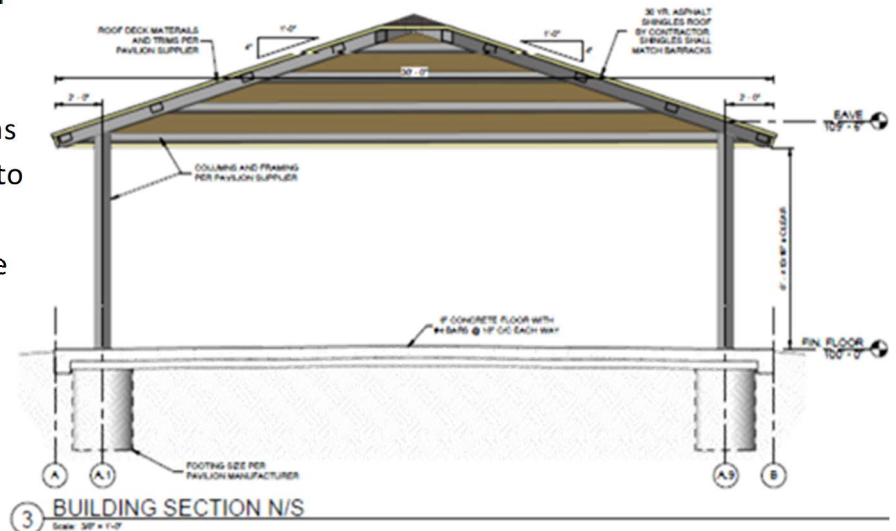
VALPRAISO TRAIL HEAD PROJECT – VALPRAISO NEBRASKA

The Valparaiso Trailhead was a Games and Park funded building project. The building is an all-block building with a pre-engineered wood truss roofing system. The building was designed around the original railway station that was previously located near the new trailhead. The trailhead is located on the existing walking trail system and adjacent to the new soccer fields. Part of this trailhead also housed a large storage area for recreational equipment.



PAVILION – HASTING NEBRASKA

This pavilion is currently under construction at a government facility in Hastings, NE. The pavilion is 30'x 30' square with a concrete pad. It is pre-engineered with some custom additions to incorporate minimal areas for birds to roost. All materials are pre-finished. Lighting has been incorporated into the ceiling system, along with a central ceiling fan to move air under the pavilion. A second pavilion was previously finished at the same facility, with similar features. The second facility is 20'-0" x 40'-8".



ADAMS CENTRAL HIGH SCHOOL TENNIS COURTS – HASTINGS, NE

Adams Central High School has recently installed a set of new tennis courts. The courts were divided into two separate areas with a paved access between the two sets of courts. There are 3 courts on each side, with an area for bleachers between the courts. The courts are fully fenced, with a lower section of fence at the bleacher locations for better viewing during tennis matches.





Stephen P. Granger, AIA

Chief Architect

Mr. Granger is the Chief Architect for W Design Associates with overall responsibility for Architecture and Design of all projects undertaken by the firm.

Education

University of Nebraska-Lincoln
BS Architectural Studies, 1985
Masters in Architecture, 2005

Professional Registrations

Registered Professional Architect –
Nebraska A-2616, Colorado ARC.00405471
NCARB Certification

Professional / Technical Organizations

NCARB Certified (National Council of Architectural
Registration Boards)
The American Institute of Architects
Chairman of North Platte Historic Preservation Commission
GSA Approved with the United States Government

Experience

1986 - 1994: Worrell Associates Architects, Houston, Texas. Provided space planning for several high-rise buildings. Duties included programming, field data, presentation of plans, construction documentation and construction administration.

1994 - 2003: JEO Consulting Group, Lincoln, Nebraska. Project architect for municipality projects. Municipality project types included power plants, water treatment facilities, swimming pools, libraries, schools, fire stations, courthouse, maintenance facilities and city offices. Public project types include churches, business offices, retail spaces, medical facilities and exercise facilities.

2003 - 2005: North Platte Office of Davis Design, North Platte, Nebraska. Project architect and project manager. Provided programming, pre-design, design development, construction documents, bidding and negotiations and construction observation. Project types included medical care facilities, fire stations, schools, city offices, tourism facilities, private business, restaurants, as well as court houses.

Stephen P. Granger, AIA (continued)

2005 – 2015: Partner of CG Architects, North Platte, Nebraska. Founding partner of the firm, providing programming, pre-design, design development, construction documentation, bidding and negotiations, and construction observation. Project types included schools, secondary education facilities, medical, private business, restaurants, private residence, gymnasium additions, weight room additions and historic preservation.

2015 – 2024: Principal of Granger Architecture. Founder of the firm, providing programming, pre-design services, design development, construction documents, bidding and negotiation and construction observation. Chairman of the Historic Preservation Commission of North Platte, providing historic design to historic structures. Projects include commercial and residential projects, church facilities, housing studies, schools, bus barns, weight rooms, city offices, fire stations, multiple housing complexes, and HUD housing renovations.

2019 – Present: W Design Associates, Inc. Chief Architect. Provide all design support services with existing staff.



Steven W. Wolford

Professional Engineer

Mr. Wolford is a Professional Engineer with design responsibilities for engineering projects.

Education

University of Nebraska-Lincoln
BS, Agricultural Engineering, 1981

Professional Registrations

Professional Engineer – Nebraska
City Street Superintendent – Nebraska

Professional and Technical Organizations

National Society of Professional Engineers
Nebraska Society of Professional Engineers
American Society of Agricultural Engineers
1993 "Engineer of the Year"

Experience

1981 - 1994: Ingersoll-Dresser Pump Co., Hastings, NE.

1993-1994: Manager of Engineering Services. Included all aspects of Manager of Engineering and Quality Assurance and Control as well as plant maintenance and manufacturing engineering. During this period, a complete plant restructuring project was completed including demolition, construction, new roofing, and equipment installation in many areas of the shop.

1990-1993: Manager of Engineering and QA/QC. Duties included supervision of the design engineering group, QA/QC department and the test lab.

1989-1990: Manager of QA/QC. Responsibility for quality of the product as well as development of company employee involvement teams and development of various training programs.

1988-1989: Project Manager. \$4.5M order, design to installation.

1986-1989: Product Engineer. Design responsibilities.

1984-1986: Senior Applications Engineer. Supervision and sales assistance.

1981-1984: Applications Engineer. Sales assistance duties.

1994-1998: Lloyd Benjamin and Associates. Engineer and manager of the Hastings office with responsibility for all projects undertaken by that office.

1998-1999: Vice President of Lloyd Benjamin and Associates. Duties and experience are identical to those listed previously.

1999-2023: Vice President of W Design Associates which has evolved from Lloyd Benjamin and Associates mentioned above. Duties and experience are identical to those listed previously.

2024 to Present: Office Manager of W Design Associates-Hastings. Duties and experience are identical to those previously listed.



April B. Hock

Professional Engineer

Ms. Hock is a Professional Engineer and Vice President of W Design Associates with design and field inspection responsibilities on architectural projects.

Education

University of Nebraska-Lincoln, 1998 - 2004
BS, Architectural Engineering, 2004
Related Subjects: Mechanical, Electrical, Structural
Southeast Community College-Milford, 1995 – 1996
A.A.S. in Architectural Technology
Multi-zone Variable Flow Refrigerant HVAC System
Training Class – 2005

Professional Registration

Professional Engineer – Nebraska, Colorado, Arizona, Georgia,
New Mexico, Oregon, Virginia, Illinois

Professional / Technical Organizations

ASHARE Member
ASPE Member
AEI Member
ASCE Member

Experience

1997 – 2004: Alvine and Associates. Engineering Technician Mechanical. Duties included Computer aided drafting, design layout of ductwork, piping and plumbing systems and code verification.

May 2004 – August 2004: W Design Associates. Intern Engineer. Duties include mechanical, electrical and site design on architectural projects.

December 2004 – April 2011: W Design Associates. Staff Engineer. Duties include mechanical, electrical and site design on architectural projects.

May 2011 – 2018: W Design Associates. Professional Engineer. Duties include mechanical, electrical and site design on architectural projects.

December 2018 – Present: Vice President of W Design Associates. Duties and experience are identical to those listed previously.



Neil S. Wolford, P.E.

Professional Engineer

Mr. Wolford is a Professional Engineer and the President of W Design Associates with design and field inspection responsibilities on engineering and architectural projects.

Education

Nebraska Wesleyan University: BS, Mathematics, 2011
University of Nebraska -Lincoln: BS, Civil Engineering 2018

Professional Registrations

Professional Engineer – Nebraska, Michigan, Missouri, Wyoming, North Dakota, North Carolina

Experience

2011 – 2012: Axtell Community Schools, High School Math Teacher. Responsibilities included setting math curriculum, delivering daily lessons, and assessing student learning.

2012 – 2016: Lincoln Public Schools, Bryan Community Focus Program. Math Teacher / Department Chair. Responsibilities were the same as previous.

2016 – 2018: Nebraska Department of Transportation, Roadway Design. Student Work Study. Responsibilities included assisting in the design of state highway projects.

2018 – 2023: W Design Associates. Project Engineer on civil engineering, architectural engineering and agricultural engineering projects undertaken by this firm. Duties include structural, mechanical and electrical engineering of building systems, project management and construction supervision and interface with clients.

2024 – 2025: Officer of W Design Associates. Duties and experience are identical to those listed previously.

2025- Present: President of W Design Associates. Duties and experience are identical to those listed previously.



Matthew B. Clause

Architect

Mr. Clause is a Professional Registered Architect at W Design Associates with architecture and design responsibilities for various projects. He is a creative and detailed architect adept at master planning, project management, and 3D visualization. Matthew enjoys pairing his design and problem-solving skills with his desire to serve others through the built environment.

Education

University of Nebraska-Lincoln
BS in Architecture Design, 2007
Minor in Landscape Architecture, 2007

Professional Registrations

Registered Professional Architect –
Colorado ARC.00407727
Missouri A-2024044903

Experience

2007-2011: Co-Owner of apimages – McCook, Nebraska. Business owner, photographer, and graphic designer. Responsibilities included business management, marketing, graphic design layout, accounting and portraiture photography for individuals, families, and large groups.

2007-2017: Wellness Partners – McCook, Nebraska. PCC Manager. Responsibilities included health fair team coordination and project management, team leadership, client communication, IT management and security, and graphic design.

2017-2023: Engineering International – McCook, Nebraska. Architectural Designer & Project Manager. Responsibilities included project coordination, fee and design proposals, architectural design from pre-design through construction administration, 3D visualizations and project photography. Project types included restaurants, banks, commercial and retail buildings, church master planning, and municipal buildings.

2023-2025: W Design Associates, Inc. Project Architect and Project Manager for the McCook and Hastings, Nebraska offices. Job responsibilities include architectural design, project management and coordination, programming, space adjacency analysis, schematic design, 3D Visualizations, building code review, construction documentation and specifications for architectural projects.

2025- Present: Director at W Design Associates. Duties and experience are identical to those listed previously.



Jon Thomas

Technician

Mr. Thomas is a Technician with W Design Associates with CAD drafting and fieldwork responsibilities.

Education

Central Community College, Hastings Campus: 2000-2001

Certifications

Autodesk Revit Architecture Professional Certificate -2013

Autodesk Revit Architecture Professional Certificate -2018

Autodesk AutoCAD Architecture Professional Certificate -2018

Experience

2000-2008: Chief Industries Building Division, Grand Island, NE. Draftsman/CAD Technician/Programmer. Duties included layout and create anchor bolt plans for building erection, produce elevation drawings for building erection and provide assistance with AutoCad questions.

2008-2009: Con-Agro Snack Foods, Hamburg, IA. Maintenance Technician. Duties included Troubleshoot and repair grain handling equipment for popcorn processing, troubleshoot electrical and electronic issues with equipment and control circuits, perform new wiring installations as needed and work with AC/DC circuits for 5V controls through 440V motors.

2010-2011: PMI Nebraska L.L.C., Grand Island, NE. CAD Technician. Duties included creating structural steel and jobsite drawing for grain handling operations and provided computer and Autocad technical support for office personnel.

2011-2014: W Design Associates, Hastings, NE. CAD Technician. Duties included creating Civil 3D models and drawings using Autodesk Civil3D, creating building models and drawings using Autodesk Revit Architecture.

2014-2017: Canon Moss Brygger Architects, Grand Island, NE. CAD Technician. Duties included producing plans, elevations, sections, and details for structural and architectural projects using Revit 2015 and 2017.

2017 to Present: W Design Associates, Hastings, NE. CAD Technician. Duties include creating Civil 3D models and drawings using Autodesk Civil3D, creating building models and drawings using Autodesk Revit Architecture. In March of 2018 attended Midwest University (sponsored by AutoDesk publisher of AutoCad products) and achieved certifications in Revit and AutoCad and is proficient in Civil 3D. Certification in more than one program is rare and requires more than an average person's dedication and personal commitment.

City of Franklin

City Park Project

To:
Raquel Felzien

For:
Request for Proposals - Engineer Planning & Project Management

Date:
February 19, 2025



LETTER OF INTEREST



February 19, 2025

City of Franklin County
619 15th Avenue
Franklin, NE 68939

RE: Request for Proposals

Engineer Planning and Project Services/Construction Management

City of Franklin City Park Project

Members of the Selection Committee:

On behalf of Erickson Sullivan Architects, we thank you for this opportunity to submit the qualifications of our team regarding the architectural project design for the City of Franklin City Park Project. The information presented herein will provide the City of Franklin with an experienced design team that places client service as our highest priority, including direct principal accountability, accessibility, and professional and efficient technical support. These are vital aspects of our management approach in addressing our client's needs.

This proposal is presented with the same design team currently working on the Marcellus Building Project. Erickson Sullivan Architects will serve as the primary architectural firm and coordinate the project. Established in Lincoln, Nebraska, in 1978, the firm provides architectural services for preservation, renovation, institutional, commercial, healthcare, industrial, and foodservice projects. Some of our more notable park and streetscape projects include Iron Horse Park, Antelope Valley Parkway, Veteran's Memorial Garden and Lincoln's Havelock Business District.

Additionally, R.O. Youker, REGA Engineering and Geary Engineering were chosen to provide knowledgeable and professional engineering experience, specifically with municipal projects. Together, our firms have provided previous clients with optimal solutions focused on affordable architectural creativity for functional, efficient, and enduring structures.

With over 40 years of municipal experience, we look forward to collaborating to achieve your desired goals for the City of Franklin City Park Project. We have enjoyed working with the City of Franklin and look forward to discussing your project in more detail and how Erickson Sullivan Architects may contribute to the City of Franklin City Park Project. Thank you very much for your consideration.

Respectfully Submitted,

Trevor L. Hull, AIA

FIRM SUMMARY

Founded in 1978, Erickson Sullivan Architects (ESA) was built on a mission to deliver superior architectural design for modestly sized projects. From the start, the firm's principals prioritized exceptional client service, ensuring continuous principal involvement throughout every project phase—a commitment that remains central to our approach today. This dedication has resulted in successful projects across the Midwest and a loyal base of satisfied, repeat clients.

- Trevor Hull, AIA, Principal, with 25 years at ESA, directs the architectural practice with a focus on functional design and client collaboration.
- Jennifer Rohn, FCSI, Principal, with 30 years at ESA, oversees the firm's Interior Design work while also leading Foodlines, the firm's foodservice consulting division.
- Trevor and Jennifer are supported by an excellent team of seven employees.

With a reputation for blending quality, functionality, and design excellence, ESA continues to provide tailored, forward-thinking solutions that deliver exceptional results for a broad range of clients.



FULL SERVICE

- Project Inception (Feasibility, site and zoning analysis)
- Schematic Design (Initial sketches and budget requirements)
- Design Development (Defining scope and cost projections)
- Interior Design (Space planning, lighting, and finishes)
- Construction Documents (Drawing and specifications)
- Contractor Bidding and Negotiation
- Construction and Contract Administration (On-site visits)
- Substantial Performance of Construction

PRINCIPAL LEADERSHIP

At Erickson Sullivan Architects we emphasize continuous principal leadership to ensure our staff approaches every project with client collaboration, efficiency, and cost-effective solutions in mind. This also means a principal personally and carefully explains the concepts behind our designs and assists clients in evaluating the work.

RELIABILITY

Our architects are licensed with the American Institute of Architects (AIA) because of their commitment to the public's health, safety, and welfare. To remain licensed, our architects must stay up to date with the latest techniques, technology, and production of construction documents through continuing education training.

PHILOSOPHY

Our philosophy at Erickson Sullivan Architects is to provide value to clients by designing solutions. These solutions are created by actively listening to our clients and researching the circumstances surrounding a project. Our most valuable resources in this phase are our 30+ years of knowledge, experience, and dedication to providing customized results.

TREVOR HULL, AIA

Principal – Project Architect



EXPERIENCE

2000 - Present

EDUCATION

The University of Nebraska at Lincoln - Lincoln, Nebraska

- Masters of Architecture
- Bachelors of Architecture

SUMMARY

As Principal of ESA, Trevor Hull has worked on all types and sizes of projects over his 24 years with Erickson Sullivan Architects. He has a firm understanding of building codes, construction methods, and construction costs. Trevor has also worked on a variety of new construction, renovation, and preservation projects ranging from small remodels to new multi-million dollar facilities.

Trevor's strong communication skills enhance his ability to design and manage all construction documents in collaboration with local consulting teams, while also supporting construction administration efforts.

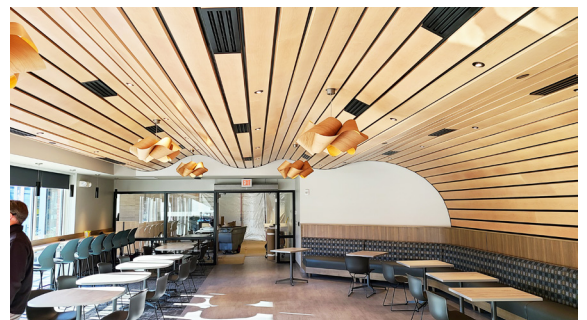
PROJECTS

- Antelope Valley Parkway - Lincoln, NE
- Havelock Facades and Streetscape - Lincoln, NE
- Iron Horse Park - Lincoln, NE
- Veteran's Memorial Garden - Lincoln, NE
- Lincoln Station Historic Rehab - Lincoln, NE
- Haymarket Square Historic Rehab - Lincoln, NE
- Rock Island Railroad Depot Historic Rehab - Fairbury, NE
- Rococo Theater - Lincoln, NE
- The Creamery Building Renovations - Lincoln, NE
- Live Yes Studios - Lincoln, NE
- Litz Building - Lincoln, NE
- Bell Tower Lofts & Daycare - Lincoln, NE
- The University of Nebraska - Kearney - Kearney NE
- Lincoln Building - Lincoln, NE
- City of Lincoln/Lancaster County Emergency Response/HAZMAT Storage Building - Lincoln, NE
- City of Lincoln Bluff Road Landfill Gate House and Vehicle Maintenance Building - Lincoln, NE
- City of Lincoln North 48th Street Transfer Station Buildings - Lincoln, NE
- Nebraska State Laboratories Building - Lincoln, NE
- Hallam Volunteer Fire & Rescue Station - Hallam, NE
- City of Lincoln Highlands Fire Station No. 14 - Lincoln, NE



ARCHITECT LICENSES

Nebraska: #A-2305
Iowa: #ARC07586
Colorado: #ARC 00406947
Kansas: #4294
Missouri: #2010039777
Florida: #AR-100719



MEMBERSHIPS

National Council of Architectural
Registration Boards

American Institute of Architects

EXPERIENCE

2018 - Present

EDUCATION

The University of Kansas - Lawrence, Kansas

- Masters of Architecture

SUMMARY

Ben Brewer has a range of experience from small residential projects to large, complicated healthcare projects. He has spent the last five years building his proficiency in production management, MEP coordination, and client relations. Ben has focused on project management and pragmatic design, and brings an eye for detail to every project in which he involved.

PROJECTS

- Free State High School Outdoor Athletic Facility - Lawrence, KS
- Kansas City Public Schools - Kansas City, MO
- Four Corners Health Department - York, NE
- 68th Street Place Facade Replacement - Lincoln, NE
- City of Franklin Apartments and Commercial - Franklin, NE
- NDOT 1500 Roof Replacement - Lincoln, NE
- NDOT Sign Shop Roof Replacement - Lincoln, NE
- NDOT Superior St ADA Upgrades - Lincoln, NE
- NDOT Big Blue River ADA Path - Seward, NE
- NEARNG Wayne Latrines - Wayne, NE
- NEARNG Heritage Room - Lincoln, NE
- NEARNG Camp Ashland Training Site - Ashland, NE
- UNL Union Remodel - Lincoln, NE
- UNL Curtis Roof replacement - Curtis, NE
- UNL Curtis NCTA Exterior Ramp - Curtis, NE
- Sid Dillion CDJR - Lincoln, NE



ARCHITECT LICENSE

Kansas: #7614



COURTNEY KLIMM

Production Coordinator

EXPERIENCE

2016 - Present

EDUCATION

Metropolitan Community College - Omaha, Nebraska
• Associate Degree - Architectural Drafting

SUMMARY

Courtney has been with the firm since 2016, contributing her expertise as a project manager. Her responsibilities include conducting ADA code reviews and implementing upgrades, overseeing flat and shingled roof renovations, managing partial to full building remodels (both interior and exterior), and coordinating permitting and bidding processes. She also ensures thorough construction administration documentation.

Courtney's versatility and dedication allow her to take on multiple roles, ensuring projects are completed on time and to the highest standards of quality.

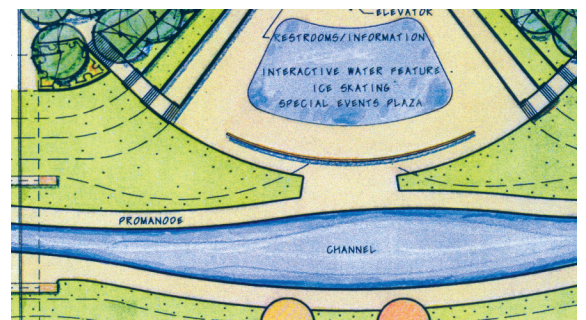


PROJECTS

- NDOT Kearney Rest Area ADA Improvements – Kearney, NE
- NDOT Brady Rest Area ADA Improvements – Brady, NE
- NDOT Sutherland Rest Area ADA Improvements – Sutherland, NE
- NDOT Cozad Rest Area ADA Improvements – Cozad, NE
- NDOT Central Admin Restrooms – Lincoln, NE
- NDOT Superior ADA Upgrades – Lincoln, NE
- NDOT Auburn Re-Roof – Auburn, NE
- NDOT Alma Re-Roof – Alma, NE
- NDOT Beatrice Re-Roof – Beatrice, NE
- NDOT Imperial Re-Roof – Imperial, NE
- NDOT Wahoo Re-Roof – Wahoo, NE
- NDOT Holdrege Re-Roof – Holdrege, NE
- NDOT Superior St Re-Roof – Lincoln, NE
- NDOT Omaha Office/Shop Re-Roofs – Omaha, NE
- NDOT Gering Wash Bay Addition – Gering, NE
- NDOT Niobrara Maintenance Facility – Niobrara, NE
- NDOT Aurora Maintenance Facility – Aurora, NE
- Islamic Foundation of Lincoln – Lincoln, NE
- Lincoln Station – Red Thread – Lincoln, NE
- Lincoln Station – Kinkaid Brewery – Lincoln, NE
- Lincoln Station Third Floor Remodel – Lincoln, NE
- Madonna TCU – Lincoln, NE
- Madonna Rehabilitation Hospital 2121 Project – Lincoln, NE
- Madonna West Entry Renovations – Lincoln, NE

MEMBERSHIPS

Foodservice Consultants
Society International
Women in Architecture



RONALD GEARY, PE, LEED AP

TEAM LEADER - MECHANICAL/ELECTRICAL



EXPERIENCE

1991 - Present

EDUCATION

The University of Nebraska - Lincoln
• Bachelors of Science - Electrical Engineering

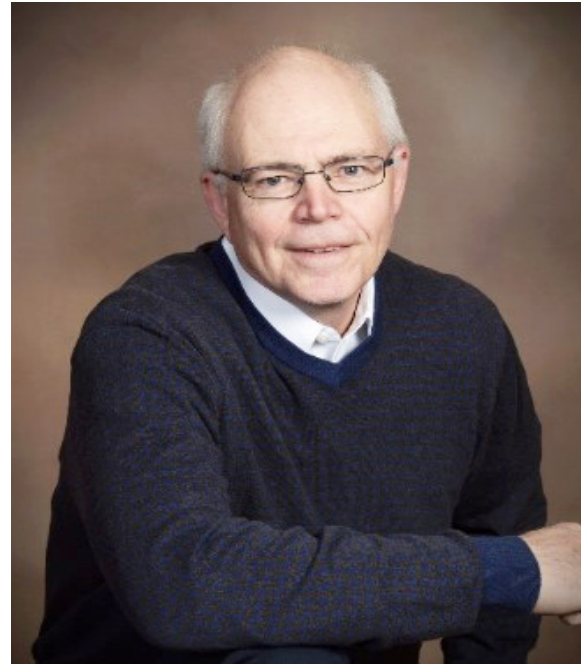
SUMMARY

Ronald Geary has served as President of Geary Engineering, Inc. Since he started the firm in 1991. Ronald is a registered professional engineer in the mechanical, electrical, and fire protection engineering disciplines and is a LEED Accredited Professional. He also holds a Master Electrical Contractors License in the State of Nebraska.

His involvement in the construction industry for the last 44 years gives him extensive experience with various mechanical and electrical systems. Engineering designs provided by Geary Engineering consider the latest in innovations and are highly energy efficient.

PROJECTS

- The Stack Apartments - Lincoln, NE
- The Lofts - North Platte, NE
- City of Lincoln Hazmat Storage Building - Lincoln, NE
- Beatrice Household Waste Collection Facility - Beatrice, NE
- Dawson County Road Department Maintenance and Office Building - Concord, NE
- Howells Shop and Maintenance Building - Howells, NE
- Clarkson Shop and Maintenance Building - Clarkson, NE
- Leigh Shop and Maintenance Building - Leigh, NE
- Scale House and Transfer Station - Grand Island, NE
- Lower Big Blue Natural Resources District Office and Shop Facility - Beatrice, NE
- Paul Davis Restoration Office and Storage Warehouse - Lincoln, NE
- Saline County Area Transit - Western, NE
- Nebraska Department of Roads Vehicle Maintenance and Storage Building - Imperial, NE
- Pilger Maintenance Shop - Pilger, NE
- UNL ENREEC Office and Shop - Mead, NE
- Cedar Bluffs Schools Gymnasium and Kitchen - Cedar Bluffs, NE



REGISTRATIONS

Nebraska
31 Other States

MEMBERSHIPS

American Society of Heating,
Refrigeration and Air Conditioning
Engineers, (ASHRAE)
Illuminating Engineers Society, (IES)
National Fire Protection Association,
(NFPA)
American Consulting Engineers
Council, (ACEC)
International Association of Electrical
Inspectors, (IAEI)
Society of Fire Protection Engineers
(SFPE)

MICHAEL D. EISENBARTH, P.E., S.E.

SENIOR STRUCTURAL ENGINEER

RO YOUNKER
STRUCTURAL ENGINEERING

EXPERIENCE

1992 - Present

EDUCATION

The University of Nebraska - Lincoln

- Bachelors of Civil Engineering

SUMMARY

Michael Eisenbarth, P.E., S.E. joined the R. O. Youker team in 1992 and now serves as the President and Principal Engineer of the firm. Mike's experience encompasses over 30 years in structural design. His accumulated experience in historic preservation, forensic investigations, and designing buildings utilizing all construction materials provides him with the robust set of skills and expertise required to provide exemplary analysis and design for all types of projects and building materials. As Principal, Michael oversees all phases of projects, from design development through construction.



PROJECTS

- Nebraska State Capitol - Lincoln, NE
- Hamilton County Courthouse - Aurora, NE
- Hastings City Hall- Hastings, NE
- 2120 Central Avenue- Grand Island, NE
- Kensington Building- Beatrice, NE
- Willa Cather Home - Red Cloud, NE
- Ford Conservation Center- Omaha, NE
- Kennard House- Lincoln, NE
- Cozad Opera House - Cozad, NE
- Newburg Building- LaCrosse, WI
- Dairy House- Lincoln, NE
- Sherman County Courthouse- Loup City, NE
- Ferguson House - Lincoln, NE
- J. Sterling Morton Mansion Improvements- Nebraska City, NE
- Saline County Courthouse- Wilber, NE
- NPS Truman Home - Independence, MO
- Meadow Gold Building - Lincoln, NE
- Valley County Courthouse - Ord, NE
- Old Federal Building- Lincoln, NE

ENGINEER LICENSE

Structural Engineering: #NE-10534
Oklahoma

Civil Engineering:
NE, AZ, CO, IA, KS, MI, MO, MT,
OK, OR, SD, TN, VA, WI, WY

MEMBERSHIPS

American Society of Civil Engineers
American Concrete Institute
Structural Engineers Association of NE
American Wood Council
International Code Council
American Institute of Steel Construction

NATHANIEL BURNETT, P.E., PRESIDENT CIVIL ENGINEER



EXPERIENCE

2011 - Present

EDUCATION

Colorado State University

- Bachelors of Civil Engineering

The University of Nebraska - Lincoln

- Masters of Civil Engineering

SUMMARY

Nathaniel Burnett has more than 13 years of experience as designer project engineer and project manager. During his time at REGA, Nate has worked on a variety of school additions and renovations throughout various stages of design and construction. Nate's project experience includes the traditional design, bid, build as well as several design/build projects. Nate has also reviewed cost estimates, plan submittals, and construction documents prior to and during construction of these projects.



PROJECTS

- City of Lincoln Hazmat Storage Building - Lincoln, NE
- New Office & Shop Building - Lincoln Parks and Rec Garden Division - Lincoln, NE
- Athletics Office Parking Lot Addition - Lincoln, NE
- Pinewood Bowl and Scene Shop - Lincoln, NE
- Pinewood Bowl Upgrade - Lincoln, NE
- Wilderness Nature Camp, Pioneers Park - Lincoln, NE
- Adams Fire Station - Adams, NE
- Bradshaw Fire Station - Bradshaw, NE
- University of Nebraska - Kearney - Kearney, NE
- University of Nebraska - Lincoln - Lincoln, NE
- Lancaster County Events Building - Lincoln, NE
- Helen Boosalis Park Indoor Shooting Range - Lincoln, NE
- Lincoln Police Department Canine Building - Lincoln, NE
- Willard/Schroeder Park - Lincoln, NE
- Lancaster County Jail - Lincoln, NE
- Lincoln Public Schools (Various Projects) - Lincoln, NE
- NDOT Office and Maintenance Facility Projects - Various Locations
- Nebraska Community Playhouse, Hickman, NE
- Midtown Sculpture Garden, Holdrege, NE
- Barber apartments, Hickman, NE
- Multi-Family Plex, Hastings, NE
- Will Cather Foundation Reno, Red Cloud
- University Lutheran Chapel Renovation, Lincoln, NE
- Midtown Crossing Health Clinic Addition, Norfolk, NE
- J-Boutique, Hickman, NE
- Mead Public Schools Addition, Mead, NE

PRO. LICENSES

NE, CO, WY, NM, ND, MN, TX, KS

COREY HASELHORST, PLA

LANDSCAPE ENGINEER



EXPERIENCE

2003 - Present

EDUCATION

University of Arizona

- Masters of Landscape Architecture

The University of Nebraska - Lincoln

- Bachelor of Science - Architecture

SUMMARY

Mr. Haselhorst has over 21 years of experience as a designer and project manager in architecture, engineering, and landscape architecture. His landscape architecture experience includes working on public and private projects including, commercial and residential subdivision design and layout, regional parks and river parks, educational facilities, institutional facilities, commercial design, freeway expansions and urban streetscapes, storm, sanitary, water main design and storm water pollution prevention design. Corey also has experience creating visual simulations for land use planning, neighborhood and regional parks, academic and institutional projects, as well as streetscape and plaza design.



PROJECTS

- Nebraska Community Playhouse, Hickman, NE
- Midtown Sculpture Garden, Holdrege, NE
- Barber apartments, Hickman, NE
- Multi-Family Plex, Hastings, NE
- Will Cather Foundation Reno, Red Cloud
- University Lutheran Chapel Renovation, Lincoln, NE
- Midtown Crossing Health Clinic Addition, Norfolk, NE
- J-Boutique, Hickman, NE
- Mead Public Schools Addition, Mead, NE
- S. 68th Street Place Improvements, Lincoln, NE
- Mallet Lodge ADA Ramp Improvements, Lincoln, NE
- IBEW Building Addition, Lincoln, NE
- Ziggy's Coffee, Omaha, NE

PRO. LICENSES

Nebraska LA 386
Colorado 1601
Minnesota 61198
Texas 3805
Iowa LA 00801

MUNICIPAL & STREETSCAPE EXPERIENCE



Erickson Sullivan Architects brings over 40 years of specialized experience in municipal and streetscape design. Our team is dedicated to creating visually striking, functional, and sustainable environments that enhance community life. We take a holistic approach, carefully considering the natural landscape, architectural context, and urban flow. By integrating artistic elements, green infrastructure, and pedestrian-friendly features, we design streetscapes that are not only aesthetically pleasing but also promote social interaction and environmental stewardship.

The following section highlights a handful of projects in this space.

Lincoln Station Haymarket Crossing
Lincoln, NE

Havelock Facade Program
Lincoln, NE

Breta Park
Lincoln, NE

Haymarket Streetscape
Lincoln, NE

North Bottoms Streetscape
Lincoln, NE

Block 41
Lincoln, NE

Antelope Valley Parkway
Lincoln, NE

South 17th Street Streetscape
Lincoln, NE

City of Lincoln Parking Identification
Lincoln, NE

Havelock Streetscape
Lincoln, NE

Mopac Trail Concessions
Lincoln, NE

27th Street Pedestrian Overpass
Lincoln, NE

College View Streetscape
Lincoln, NE

Veteran's Memorial Garden
Lincoln, NE

Haymarket Square Courtyard
Lincoln, NE

Vine Street Streetscape
Lincoln, NE

Iron Horse Park
Lincoln, NE

Woods Park
Lincoln, NE

North 27th Street Streetscape
Lincoln, NE

Stromsburg Buckley Park
Stromsburg, NE

Trago Park
Lincoln, NE





PROJECT DESCRIPTION

The 26-mile-long Mopac Trail required a new concession building equipped with restrooms and storage facilities. Given Nebraska's harsh seasonal weather, Erickson Sullivan designed a durable, all-brick structure topped with a metal roof for enhanced resilience. To ensure long-lasting functionality, the interior features industrial-grade materials chosen for their durability and ease of maintenance.

The project was completed with thoughtfully placed amenities, including picnic tables, bike racks, and landscaped areas that seamlessly integrate with the surrounding trail environment. This combination of sturdy construction and practical enhancements supports trail users while blending naturally into the scenic landscape.

VETERAN'S MEMORIAL GARDEN LINCOLN, NE

PROJECT DESCRIPTION

Erickson Sullivan collaborated with the City of Lincoln to create an inviting and monumental entrance to the Veteran's Memorial Garden located in Antelope Park, Lincoln, NE. This project was a unique and meaningful opportunity to design a primary gateway to the memorial, which serves as a space of reflection and honor for veterans. The entrance design aimed to elevate the significance of the memorial while also recognizing and celebrating the contributions of the generous donors who made the garden possible.

The design approach focused on creating a monumental yet welcoming space that not only respects the solemn nature of the memorial but also encourages visitors to pause, reflect, and pay tribute to the service and sacrifice of veterans. By incorporating donor recognition elements into the design, the entrance also serves as a lasting tribute to those who supported the garden, making them an integral part of the memorial's narrative.



ANTELOPE VALLEY PARKWAY LINCOLN, NE

PROJECT DESCRIPTION

As part of a consulting team hired by the City of Lincoln, Erickson Sullivan Architects proudly served as the sole architectural firm entrusted with developing the design features for the Antelope Valley Parkway. This ambitious initiative centered on a sealed floodway containment system, enhanced with an open waterway design to create a dynamic and engaging urban space.

The project included a variety of waterway amenities such as an amphitheater, ice skating rink, and scenic water features along the slopes. A new major roadway was also integrated, complete with a landscaped boulevard and pedestrian-friendly enhancements.

Erickson Sullivan Architects' scope of work encompassed the design of several ornamental bridges, pedestrian features along the waterway, streetscape amenities, neighborhood rehabilitation plans, and the coordination of various design elements to ensure cohesive and functional urban development.



IRON HORSE PARK-HAYMARKET STREETSCAPE - LINCOLN, NE



PROJECT DESCRIPTION

Erickson Sullivan Architects (ESA) played a vital role in the transformation of the historic Haymarket District through two interconnected projects: the creation of Iron Horse Park and streetscape enhancements across several square blocks of the area.

Iron Horse Park stands as a vibrant addition to the district, thoughtfully designed to honor the area's rich history while creating a welcoming community space. ESA's design included brick pavers seamlessly matching those used throughout the Haymarket, ornamental fencing, and a striking water tower reminiscent of the railroad era. Additional features include a small playground, new site furnishings, native landscaping, and signage. A highlight of the park is the captivating brick train mural by artist Jay Tschetter, which celebrates the district's heritage and adds a sense of storytelling.

Beyond the park, ESA worked to enhance the broader Haymarket District with sidewalk amenities, district signage, and public parking improvements. The streetscape was upgraded with new steel benches, bike racks, and trash receptacles, thoughtfully placed along Haymarket streets to improve functionality and aesthetic cohesion.

Together, these projects have transformed the Haymarket District into a vibrant, pedestrian-friendly destination that balances its historic legacy with modern urban design.

COLLEGE VIEW STREETSCAPE LINCOLN, NE

PROJECT DESCRIPTION

The College View Streetscape Project transformed Prescott Street from 47th to 48th Streets into a vibrant, pedestrian-friendly corridor. Key updates included the installation of new ornamental lighting for enhanced safety and ambiance, along with thoughtfully designed landscaping and the addition of shade-providing trees. Community-focused amenities such as bike racks, comfortable benches, and pole-mounted district signs were strategically placed to encourage social engagement and support local businesses. These enhancements revitalized the area, creating a welcoming and visually appealing streetscape that serves residents and visitors alike.



PROJECT-SPECIFIC ITEMS TO CONSIDER

Designing the City of Franklin park structures requires balancing functionality, durability, aesthetics, and maintenance. Here are some key considerations for each:

The gazebo serves as a focal point and gathering space in the park.

- **Aesthetic Appeal:** Design should complement the park's character (traditional, modern, rustic, etc.).
- **Material Selection:** Wood, vinyl, or metal depending on durability and maintenance preferences.
- **Roofing & Weather Protection:** Roofing materials, snow and ice management and storm and wind resistance all need to be considered.
- **Seating & Functionality:** Built-in benches or flexible seating options enhance usability.

The Library shade structure should provide relief from the sun and could take many forms (pergolas, tensile fabric canopies, etc.)

- **Orientation & Placement:** Position structure to maximize shade at peak sun hours.
- **Material Selection:** tensile fabric vs. solid roof construction.
- **Wind Load Considerations:** Ensure structures are anchored properly to withstand high winds.
- **Maintenance & Cleaning:** Select materials that are easy to clean and resistant to mold/mildew.
- **Customization:** Consider modular or adaptable designs to fit different park layouts.

The City Park shelter provides protection from the elements and serves as a gathering space.

- **Material Durability:** Use weather-resistant materials like steel, aluminum, or treated wood.
- **Roof Design:** Sloped roofs assist with water runoff and alleviate heavy Nebraska snow loads.
- **Seating & Amenities:** Incorporate picnic tables, benches, or even grills if intended for cooking areas.
- **ADA Accessibility:** Ensure clear access routes and space for wheelchair users.
- **Storm Resistance:** Consider wind loads, anchoring methods, and potential for flooding.

The City Park restrooms must be durable, low-maintenance, and secure.

- **Vandal-Resistant Materials:** Concrete block, metal fixtures, and graffiti-resistant coatings.
- **Ventilation & Natural Light:** Passive ventilation and skylights reduce odor and energy use.
- **Plumbing & Drainage:** Use high-efficiency fixtures and plan for freeze-resistant plumbing fixtures.
- **Security & Visibility:** Design with sightlines to prevent hiding spots; include motion sensor lighting.
- **Maintenance Access:** Separate utility rooms for staff access help with upkeep.
- **Water & Energy Efficiency:** Low-flow toilets and LED lighting reduce operational costs.

The design of the City Park should not only be functional and aesthetically pleasing but also enhance the overall park experience for visitors.

PROPOSED PROJECT APPROACH

PROJECT DELIVERY AND CONSTRUCTION

We understand that with all projects there is continual pressure to get more value for less cost. We also know that it is our responsibility to protect the Owner from the low bidder's temptation to shirk on quality while performing the work, or incur higher incidences of change orders. We believe the best way to avoid these issues is by ensuring that our drawings and specifications are detailed and complete. Our history of successful projects is sustained by the quality of our work.

ENSURING A QUALITY, COST EFFECTIVE PROJECT

The following are some common concerns in the initial stages of renovation. Along with our standard approach to address these concerns.

QUALITY Materials and products that cost less do not necessarily equate to least cost. Function, aesthetics, maintenance, and operating costs are all important to overall quality. We will present material alternatives to facilitate the most cost effective decisions.

PLANNING What about tomorrow? Is your building flexible? As an experienced design team we will meet with appropriate staff and users to understand current and potential future space needs. Our approach assures that the building satisfies current needs yet allows convenient expansion for the future.

MANAGEMENT Everyone wants a design team that will work with personnel and truly listen to their specific needs and concerns. As an responsive Architecture and Engineering Team, we will respond to Owner and Contractor concerns from project start to finish.

EXPERIENCE A design team that has a proven record of performance is always highly desirable. Our primary source of work comes from repeat clients, and satisfied clients are always our primary objective. Identifying goals, establishing priorities, communication, and creativity are the essential components to successful design. Working together, we are confident that our unified goal of providing a quality facility will benefit all involved, long into the future.



COST CONTROL PROCESS

An important component of maintaining a project budget is the ability to estimate project costs during the preliminary and design development phases of a project, as well as during construction documentation. Erickson Sullivan Architects takes pride in its ability to provide our clients with accurate, detailed project estimates prior to bidding. We recognize that completing the project in a timely and budget-conscious manner is critical, and our office has a long standing history of completing projects on time and within budget. We strive to maintain low change order costs by assuring our plans are accurate and detailed. Most of our recent projects have change order costs below 1% of the project total cost.

PROPOSED DEVELOPMENT APPROACH



KICK-OFF MEETING

The project will begin with a kick-off meeting to accomplish the following:

- Introduce the project team and meet all user groups
- Review information provided to the design team by the City of Franklin including:
 - o Specific project requirements, constraints and criteria
 - o Owner's preliminary design thoughts
 - o Site and space requirements/relationships
 - o Special equipment and systems
- Determine site surveying requirements, if any
- Review preliminary schedule and adjust as required

PROGRAMMING AND SCHEMATIC DESIGN

Schematic design will begin immediately after the kick-off meeting. In this phase we will develop schematic plan options and preliminary estimates. We will present these options to the building committee at the (**SD Presentation** indicated on the schedule) to outline the benefits and challenges of each option.

DESIGN DEVELOPMENT

Once a preliminary design has been approved, we will move on to the DD and CD phases. We will continue to develop the project and at the **DD Presentation**, we will have completed detailed floor plans, reflected ceiling plans, and interior elevations. We will also present a further-refined estimate for the committee to review.

CONSTRUCTION DOCUMENTS

At this stage, the design team will meet with the committee for periodic **CD Progress Meetings** to complete specific details of the project including items such as lighting selection, casework design, final material selections, interior finishes and color selections. At approximately 95% completion, we will have a **CD Final Review** meeting with the committee to discuss any final concerns before finishing the bid documents to be sent out for bidding.

BIDDING

Erickson Sullivan Architects can aggressively promote and generate interest in the project both locally and regionally. Our extensive commercial design experience throughout the State has allowed us to build relationships with a large number of General Contractors that want to bid on our work, thus providing the best possible pricing on the project. We will assist the City of Franklin in the bidding process and review all of the bids once received.

CONSTRUCTION

As indicated on our schedule, construction will take approximately 9-10 months to complete, but can vary based on the materials selected for the project. During this time, the architect will perform construction administration for the project as required by the City which includes a minimum of monthly construction meetings on-site. This will continue until the project reaches **Substantial Completion**. At this stage the City may occupy the building and the design team will perform a final inspection of the project and develop a punch list of items needing correction for the General Contractor to complete.

PROPOSED SCHEDULE

SCHEDULE AND WORK PLAN

The schedule of this project conveniently overlaps with our work on the Marcellus Building project. As such, we feel this project would be a perfect for our workload and schedule. The design team presented herein understands the **commitment, effort, and time** required for municipal projects and specifically, the detail required for those projects when so many stakeholders are involved. All key team members will be available throughout the course of the project and will dedicate the time necessary to complete the process on schedule.

We have the personnel and time available to begin immediately and will commit our resources to successfully implement this project. We believe the following proposed schedules aggressive, but realistic, given the overall time to complete design and delivery. The dates listed in our schedule are approximate and can be adjusted with input from the owner.

PHASE	KEY STAGES	DATES / # DAYS
SD Phase	PROJECT AWARD	March 12, 2025
	KICK-OFF MEETING - IN PERSON & SITE INVESTIGATION	Week of March 17-21
	SURVEY & SCHEMATIC DESIGN (SD)	7
DD Phase	SCHEMATIC DESIGN MEETING - VIRTUAL	March 27, 2025
	DESIGN DEVELOPMENT (DD)	7
	DD PROGRESS MEETING - VIRTUAL	April 3, 2025
	DD CONTINUATION	7
CD Phase	35% DD PRESENTATION MEETING - VIRTUAL	April 10, 2025
	CONSTRUCTION DOCUMENTS (CD)	14
	65% CD PROGRESS MEETING - VIRTUAL	April 24, 2025
	CD CONTINUATION	14
	95% CD FINAL REVIEW SUBMITTAL	May 8, 2025
	OWNERS REVIEW PERIOD	7
	COMMENT REVIEW MEETING - VIRTUAL	May 15, 2025
Bidding & Contracts	FINAL COORDINATION	7
	RELEASE DOCUMENTS	May 22, 2025
	BIDDING	21
Construction Phase	BID DATE	June 12, 2025
	CONTRACT PERIOD	28
	NOTICE TO PROCEED	July 10, 2025
	CONSTRUCTION	168
	SUBSTANTIAL COMPLETION	December 25, 2025
	CLOSEOUTS / FINAL COMPLETION	January 24, 2026
PROJECT DURATION		258 DAYS
COLOR KEY		
PROJECT MILESTONES		
PROGRESS PERIODS		
KEY MEETINGS TO BE SCHEDULED		

REFERENCES

The following is a list of references representing recent and repeat clients of Erickson Sullivan Architects. We invite you to contact these references to discuss our qualifications in further detail.

MR. ALAN WEDIGE, AIA, MEng

Campus Architect, University of Nebraska at Kearney
UNK Facilities Management & Planning

2507 19th Avenue, Kearney, NE 68849
(308) 865-1700 • wedigead@unk.edu

Alan has been our firm's primary contact on a variety of University projects at the University of Nebraska at Kearney, as well as earlier projects at the University of Nebraska at Lincoln.



JILL BOMBERGER

Head Start Director
Community Action Partnership

210 O St., Lincoln, NE 68508
(402) 471-4515 • j bomberger@communityactionnetwork.org

Erickson Sullivan Architects is working with Jill on a current project for Head Start, renovating the interior of a 30,000 S.F. educational building.



MR. JOSHUA COWAN

Facilities Engineering Manager
Nebraska Department of Transportation - Operations

5001 South 14th Street, Lincoln, NE 68512
(402) 479-3746 • joshua.cowan@nebraska.gov

Erickson Sullivan Architects has worked with Josh to complete several facility construction projects for the Nebraska Department of Transportation over the last twenty years.



PROPOSED SCOPE AND FEE

February 19, 2025

Mayor Margaret Siel
City of Franklin, NE
619 15th Avenue
Franklin, NE 68939

RE: City of Franklin - City Park Project
Scope of Work and Fee Proposal

Mayor Siel:

On behalf of Erickson Sullivan Architects, I am pleased to offer our proposed scope of work and fees for the architectural and engineering design necessary for the City Park improvements in Franklin, NE. This proposal is submitted with the same design team lineup as the Franklin Marcellus Building project, with Erickson Sullivan Architects performing full architectural design services, Geary Engineering performing all mechanical and electrical engineering services, R.O.Youker, Inc. providing structural engineering services, and REGA Engineering providing civil engineering services. This proposal is presented with the same design team currently working on the Marcellus Building Project. Erickson Sullivan Architects will serve as the primary architectural firm and coordinate the project. Established in Lincoln, Nebraska, in 1978, the firm provides architectural services for preservation, renovation, institutional, commercial, healthcare, industrial, and foodservice projects. Some of our more notable park and streetscape projects include Iron Horse Park, Antelope Valley Parkway, Veteran's Memorial Garden and Lincoln's Havelock Business District.

PROJECT UNDERSTANDING:

Per the RFP, we understand the project to include the construction of Zones 1 and 2 in the City Park Design plans. Zone 1 work includes a patio, gazebo, sunshade, solar benches and accessible sidewalks on the east side of the City Library Building at 1502 P Street. Work will also include outdoor lighting, landscaping, decorative paving, seating areas and site amenities such as benches and trash receptacles.

Work in Zone 2 includes a new picnic shelter and restroom facility on the west side of the park, at the location of the current picnic shelter and restrooms. We understand these existing facilities will be removed by the City of Franklin by June 30, 2025. The new shelter will include electrical to power food warming equipment, and lighting. The restrooms are assumed to be similar in size to the existing restrooms but will be ADA accessible.

SCOPE OF SERVICES:

Based upon our current understanding of the project, the general scope of architectural and engineering services includes the architectural and engineering design, construction documents, and construction observation services for project as described.

Architectural Scope of Work

Schematic Design Scope: To begin the project, we will:

- Review the existing information provided and any available drawings or preliminary work on the project.
- Have an initial kick-off meeting to review the program with you in more detail.
- Work with REGA Engineering to develop the site layout. REGA will provide an initial survey of the property. Consideration will be given to ADA access for all areas.
- Work with Geary Engineering to develop the mechanical, electrical and plumbing requirements of the restroom building, as well as site electrical work for all areas.
- Develop schematic architectural drawings including a site plan, floor plan and building elevations for review and discussion.
- Provide conceptual 3D views of the buildings.
- Meet with you to review all schematic design drawings.

PROPOSED SCOPE AND FEE

- Based on our meeting and comments on the initial schematic design, we will develop and submit a final schematic design package consisting of a site plan, floor plans, basic exterior building elevations, narrative of finishes, and a mechanical and electrical narrative. Once approved, we will move on to Design Development.

Design Development Scope: After review and your approval of the schematic design, we will move on to Design Development, which will include:

- Developing building architectural drawings including cross sections and detailed plans and elevations.
- Establishing building exterior materials based on the existing buildings on site and availability of similar materials.
- Coordinating with the Structural Engineer to determine structural requirements.
- Coordinating detailed site information with the Civil Engineer including drainage, grading, building finished floor elevations and utility services.
- Coordinating with the Mechanical and Electrical Engineers to determine detailed information for the mechanical, electrical and plumbing systems for the restroom building.
- Providing a final Design Development set of drawings to you for review, and meet with you to discuss any questions. This will be considered a 65% Document Review.

Construction Documents, Bidding and Permitting Scope: After review and your approval of the 65% design development drawings, we will move on to final construction documents, in which we will:

- Finalize and provide all necessary architectural and engineering drawings for a complete construction document set, ready for bidding and necessary permitting.
- Complete a full set of construction specifications, specifying all materials and construction requirements for the project, and including all bidding requirements.
- Once documents are completed, we will assist with bidding to multiple General Contractors.
- During Bidding, we will respond to any questions and provide clarifications and corrections as needed via addendum to all bidders.
- After bids are received, we can assist with selection of a contractor and provide a contract between the Owner and Contractor.

Construction Administration Scope: After a bidder is selected, we will provide the following services during construction through the end of the project. In this phase we will:

- Attend contractor progress meetings, including a pre-construction meeting and monthly coordination meetings on site to review the work.
- Respond to all contractor questions and provide clarifications as needed.
- Review all contractor submittals of construction materials and equipment.
- Review all contractor payment applications prior to approval of payments.
- Provide a 'punch list' review at project completion of any work that is inadequate or incomplete.
- Provide a final review once all work is completed.
- Site visits are assumed to be coordinated with work on the Marcellus Building, but monthly visits during construction will be made.

Structural Engineering Scope of Work

R.O. Youker will provide structural design services. The work will include the following:

- Library gazebo design and detailing.
- Restroom building structure including foundation design and roof design.
- Picnic shelter structural design including foundations and lateral support
- One site visit for review of structural work.

PROPOSED SCOPE AND FEE

MEP Engineering Scope of Work

The following are specific items which are included in Geary Engineering's scope of work:

- Site lighting
- Waste, vent and plumbing piping for restrooms
- Plumbing fixture placement
- Electrical power distribution for the restroom and park shelter
- Lighting systems and controls
- Coordination with utilities for water, sanitary, electric and gas
- MEP addenda as needed
- Shop Drawing Review and response to RFIs
- Site visits are not included

Civil Engineering Scope of Work

REGA Engineering will provide the following civil engineering and design services including:

- Topographic survey
- Site demolition and construction plans
- Grading plans,
- Site utility design
- Sidewalk and landscape design

REGAs fees exclude SWPPP plans or inspections and drainage studies, and any utility design beyond the site. Irrigation design is not included but can be for an additional fee. Geotechnical investigations are not currently included in our scope of work as they are not expected to be required. REGAs scope includes two site visits in addition to any visits for the Marcellus Building.

Proposed Fees

Based upon the previously described scope of work and services for review of the City Park Zone 1 and Zone 2 Projects, we propose the following Lump Sum fees:

1. Create Civil Set Ready Documents (Include \$3,500 Survey Fee):	\$42,000.00
2. Oversee the Selection of a General Contractor:	\$3,000.00
3. Provide Project Construction Management:	\$12,500.00
Total Fee -	\$57,700.00

Limited reimbursable expenses such as mileage and printing are included in this fee. Invoices shall be sent monthly, billed separately from our project base contract, and based on the hours worked, payable within 45 days.

Again, we thank you for this opportunity and look forward to being of further assistance to the City of Franklin. Please don't hesitate to contact me with any questions or comments; we look forward to contributing our expertise to the success of the project!

Thank you,



Trevor L. Hull, AIA - Principal
Erickson Sullivan Architects

SUMMARY



At Erickson Sullivan Architects, we take pride in pursuing projects that align with our expertise, match our capabilities, and reflect our ambitions. The City of Franklin project exemplifies the scale and type of work in which we excel, making it an ideal fit for our firm. While larger firms might view such projects as “small,” we see them as prime opportunities to apply our specialized skills and focused approach.

Our firm’s size, along with that of our consultants, ensures that principals are directly involved in every project phase. From start to finish, the professionals you see in this proposal will lead the project, providing consistent expertise throughout. There is no “handing off” to less experienced staff—our commitment is hands-on leadership from beginning to end.

ESA also brings extensive experience with municipal projects, particularly in small towns and villages. In addition to work for The City of Franklin Marcellus Building, we’ve successfully completed projects in communities such as Minden, Holdrege, Superior, Curtis, and Fairbury. This deep familiarity with small municipalities allows us to tailor our approach to meet the unique needs of the City of Franklin project and its community.

We are excited about the opportunity to continue to contribute to the City of Franklin. Please feel free to reach out with any questions or comments. We look forward to collaborating with you to bring this vision to life.

Respectfully Submitted,

Trevor L. Hull, AIA, Principal
402-475-1787
trevor@ericksonsullivan.net



“We pursue work that suits our background, is appropriately sized for our capabilities, and reflects our ambitions”



Response to Request for Proposals

City of Franklin City Park Project

JEO Consulting Group, Inc.
2000 Q Street, Suite 500
Lincoln, Nebraska 68503

Eric Casper, PLA, ASLA
Project Manager

o: 402.435.3080
m: 402.326.8866
e: ecasper@jeo.com

February 19, 2025



City of Franklin
Attn: Raquel Felzien
619 E. 15th Avenue
Franklin, NE 68939

RE: Request for Proposals for the City of Franklin City Park Project

Dear Ms. Felzien and Selection Committee Members:

Parks and recreation spaces are integral to fostering a healthy, vibrant community, and JEO Consulting Group, Inc. (JEO) is excited about the opportunity to collaborate with the City of Franklin on the City Park project. This initiative demonstrates the City's and community's commitment to enhancing the park and providing accessible outdoor recreational opportunities for all ages. With our familiarity with this project and extensive experience in park and recreation design, we are confident JEO can deliver the expertise and resources necessary to complete the project on time and within budget.

We bring the City the following advantages:

- **Understanding of Franklin City Park:** By leveraging JEO's knowledge of the City's priorities from past projects, Franklin City Park, and the community's needs, we are well suited to successfully deliver this project. The patio/gazebo area will provide a welcoming gathering space and enhance organized library programs and informal visits to the StoryWalk and nearby amenities. The new picnic shelter and restrooms will replace the outdated facilities with more comfortable and user-friendly designs to improve the overall experience.
- **Park Design Expertise:** Our team has decades of experience in parks and recreation design. We understand how all the features work together to create a cohesive, vibrant design and thoroughly enjoy working on these types of projects because of the positive impact parks have on communities, including increased property values and improved public health outcomes.
- **Commitment to Nebraska Communities:** JEO's integrated team of experienced professionals brings a wealth of knowledge and comprehensive solutions to this project. From planning, funding, and community engagement specialists to project management, design, and construction administration professionals, we work collaboratively to make our client's vision a reality. We also have the resources to navigate the complexities and potential challenges of this project. For example, our funding specialists have helped secure more than \$925 million to support community betterment projects and fully understand the Nebraska Department of Economic Development's Rural Community Recovery Program (RCRP) grant requirements.

Thank you for considering our qualifications for Franklin City Park. We are looking forward to the opportunity to help you realize the vision for this cherished park. Together, we'll enhance this important community recreation venue and ensure it reflects your goals, inspires joy, and serves the community well into the future.

Sincerely,

ERIC CASPER, PLA, ASLA
Project Manager
JEO Consulting Group, Inc.

Table of Contents



Capacity to Perform	
Current and Planned Workload	1
Proposed Timeline	2
Technical Expertise	
About JEO	3
Organizational Chart	4
Resumes	5
Past Record of Performance	
Past Record of Performance	8
Familiarity of the Firm	
Familiarity with Applicable Problems	13
Cost	
Proposed Fee	14



City of Franklin City Park Project

Capacity of the Firm and Proposed Timeline

The commitment of key project staff is shown for transparency, with JEO also having the resources of over 400 professionals, offering a rich pool of experience and knowledge. This expert team, known for its track record of timely and budget-conscious project execution, was carefully assembled to meet diverse client needs. JEO leverages Deltek Vantagepoint for workload forecasting, enabling strategic planning to align with project timelines. This allows us to plan ahead to meet the timeline for this project.



As a project manager, Eric takes great pride in meeting or exceeding the schedule on all projects he manages. He provides high-quality products and deliverables that require minimal rework, minimizing schedule impacts to remaining tasks.

Effectively communicating with you.

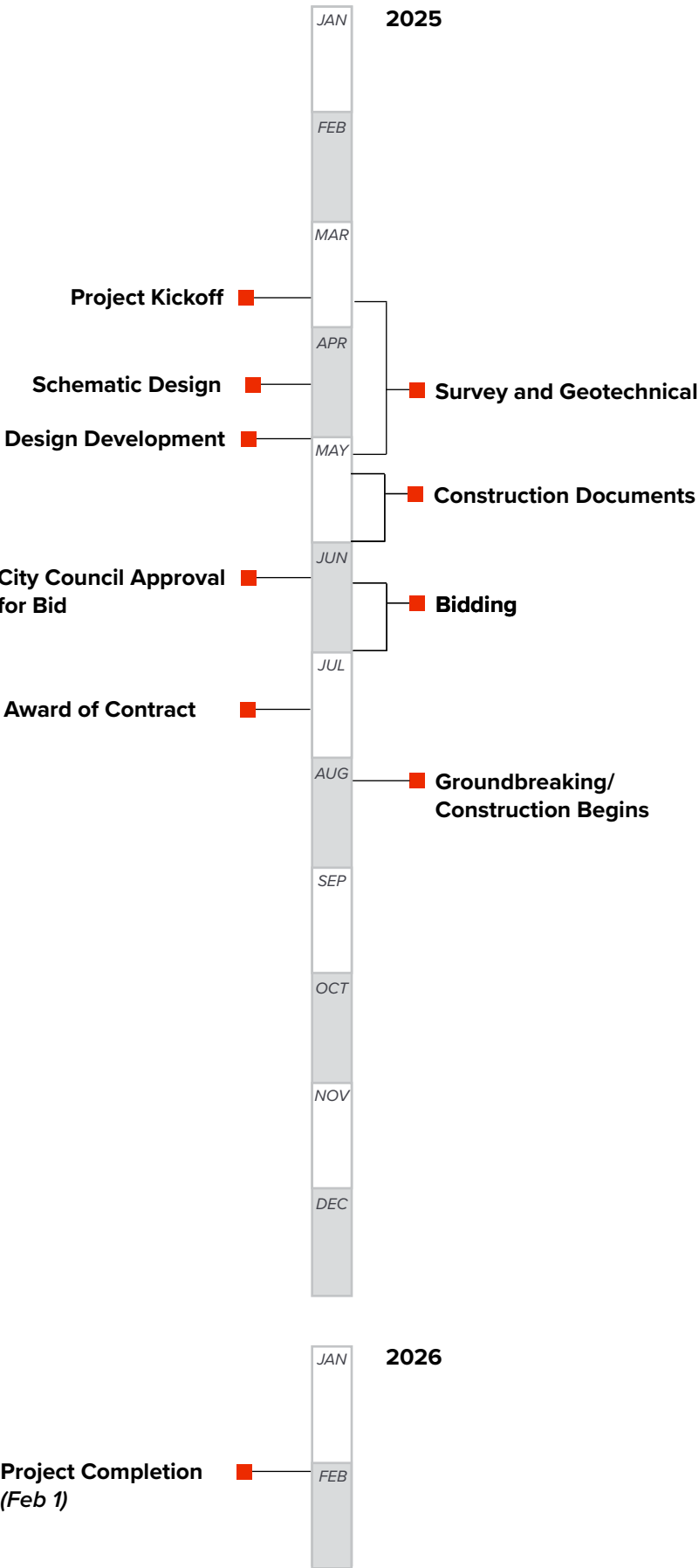
Regularly monitoring and meeting with staff to review the schedule.

Having a clear understanding of the scope of services.

City of Franklin City Park Project

Proposed Timeline

Our management philosophy is to commit our project managers and technical experts to an active role in every project. **The team assigned to this project has the availability to complete the project and meet, even exceed, your anticipated schedule.** The proposed schedule to the right will be discussed in more detail and negotiated at the project kickoff meeting so that it best aligns with the project's goals and the City's requirements.





City of Franklin City Park Project

Technical Expertise

Technical Expertise of Firm

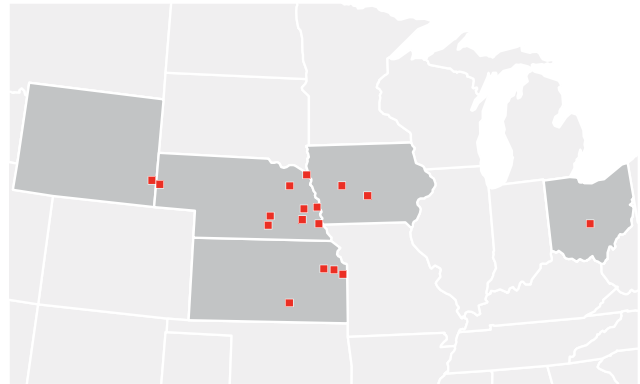
About JEO

At JEO, we help communities thrive. Since 1937, we've built a reputation on forging lasting partnerships with clients to help them—and our communities—succeed.

Today, we have more than 400 people in 17 offices, and after almost 90 years, we're still known for treating our clients and employees like family. Through **engineering, architecture, surveying, planning, community engagement, environmental sciences, funding, and construction services**, we excel in providing long-term solutions for our clients and creating infrastructure that builds community.



Where We Are



JEO Services



ARCHITECTURE



AQUATICS & RECREATION



COMMUNITY ENGAGEMENT



CONSTRUCTION INSPECTION



ELECTRICAL



CIVIL/SITE ENGINEERING



ENVIRONMENTAL



FUNDING



GIS MAPPING



SURVEYING & GEOSPATIAL SERVICES



LANDSCAPE ARCHITECTURE



TRAFFIC & TRANSPORTATION



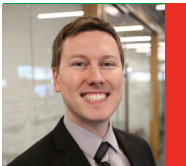
WATER/WASTEWATER

Project Team

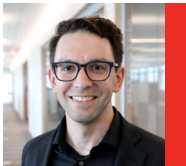
We have assembled a team of experts and resources tailored to support the Franklin City Park project. Our team has extensive experience working together on numerous successful projects. Our priority is to complete the park design on time and within budget. We are ready to meet the schedule and all the requirements of the RCRP grant. Our organizational chart for this project follows with resumes of team members detailing their previous experience.



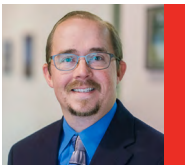
Project Manager
Eric Casper, ASLA, PLA



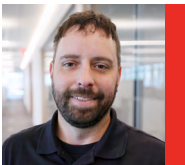
Site/Civil Design
Spencer Olson, PE



Project Architect
Ryan Hier, AIA, NCARB



Survey
Adam Goertzen, LS



Structural
Cody Lureen, PE



**Mechanical/Electrical/
Plumbing**

ADDITIONAL RESOURCES OF 400+ PROFESSIONALS



Eric Casper

PLA, ASLA



PROFESSIONAL PROFILE:

Eric is a landscape architect and project manager with more than 25 years of experience in programming, design, and community engagement for education, civic, and recreational projects. Eric's strengths include translating ideas into creative, constructible, and sustainable design solutions. He is skilled at connecting and unifying natural and built environments, tying them together seamlessly. His skills in formulating client-centered concepts and ideas help bring teams together in a collaborative process.

PROJECT EXPERIENCE:

- Generations Park, Blair, Nebraska
- Ralston Park Master Plan, Ralston, Nebraska
- Valley Park Master Plan, Valley, Nebraska
- Smith Park Master Plan, Wahoo, Nebraska
- Tranquility Multi-Sports Complex, Omaha, Nebraska
- Younes Landing, Kearney, Nebraska
- Woods Park Master Plan, Lincoln, Nebraska*
- Minick's Park Master Plan, York, Nebraska*
- Johnson County Parks and Recreation Outdoor Athletics Facility Study, Johnson County, Kansas*

PROJECT ROLE:

Project Manager

EDUCATION:

Bachelor of Landscape Architecture
Kansas State University

REGISTRATION:

Professional Landscape Architect:
NE, KS, IA, SD, MO

American Society of Landscape
Architects

TENURE:

Industry: 25 Years
JEO: 3 Years



Chariton Lakes Master Plan, Chariton, Iowa

With a focus on the community's needs, Eric was instrumental in crafting the Chariton Lakes Master Plan. As the project manager, Eric led the team through the planning process to revitalize the area into a vibrant community hub by integrating public input and historic elements to offer diverse recreational experiences. The resulting plan includes fishing piers, boat ramps, accessible launches, hiking and biking trails, cabins, and camping areas, all interconnected to promote seamless movement while preserving natural beauty and wildlife habitats, ultimately making it a premier recreational destination.



Ryan Hier

AIA, NCARB



Ryan brings over 11 years of experience fulfilling roles at all stages of the architectural design process. His skills include working with clients to develop design and program needs; coordinating design with consultants, stakeholders, and local agencies; and collaborating with contractors for successful construction. His diverse portfolio showcases both adaptive reuse and new construction projects at multiple scales within educational, religious, corporate, industrial, civic, and residential sectors. Ryan has a proven ability to coordinate interdisciplinary teams while providing a high level of service, dependability, and dedication.

PROJECT EXPERIENCE:

- Tranquility Multi-Sports Complex, Omaha, Nebraska
- Legacy Station Senior Center, Wood River, Nebraska
- Crete Public Library and Community Center, Crete, Nebraska*
- Oakland Community Center, Oakland, Nebraska

PROJECT ROLE:

Project Architect

EDUCATION:

Master of Architecture
B.S., Design - Architecture
University of Nebraska

REGISTRATION:

Professional Architect:
NE, IA, KS

National Council of Architectural
Registration Boards

TENURE:

Industry: 11 Years
JEO: 1 Year



Spencer Olson

PE



Spencer is a senior project engineer on JEO's civil/site engineering team. He has spent his career designing public improvements in the greater Omaha area. His experience includes site/land development design; construction administration; stormwater management design; paving and roadway design; storm/sanitary sewer system design; and coordination with owners, developers, and contractors. He also has familiarity with various municipal and industrial plans, codes, standards, permitting processes, and regulatory requirements.

PROJECT EXPERIENCE:

- Generations Park, Blair, Nebraska
- Lower Platte North NRD Lake Wanahoo Office, Wahoo, Nebraska
- Kelley Engineered Equipment North Expansion, Gretna, Nebraska
- Millard North High School Turf Field Replacement, Construction Administration, Omaha, Nebraska*

PROJECT ROLE:

Civil/Site Design

EDUCATION:

Master of Engineering
Management
University of Nebraska

B.S., Civil Engineering
Iowa State University

REGISTRATION:

Professional Engineer:
NE

TENURE:

Industry: 9 Years
JEO: 1 Year



Cody Lureen

PE



Cody is a professional engineer specializing in the structural design, evaluation, and inspection of vertical and lateral building systems. With over 12 years of experience, Cody has industrial, office, educational, and governmental structural design experience. Cody's project involvement includes various phases, from preliminary design to construction and kickoff to project closeout.

PROJECT EXPERIENCE:

- Schuyler Police Station Renovation and Addition, Schuyler, Nebraska
- Multi-Department Maintenance Facility, Fremont, Nebraska
- Steinhart Park Bridge Repairs, Nebraska City, Nebraska
- Water Treatment Plant, Emerson, Nebraska

PROJECT ROLE:

Structural

EDUCATION:

B.S., Civil Engineering
University of Nebraska

REGISTRATION:

Professional Engineer:
NE

TENURE:

Industry: 12 Years
JEO: 3 Years



Adam Goertzen

LS



Adam has been with JEO for 24 years and is a crew chief in the Geospatial department. He has a detailed understanding of Trimble GPS and robotic survey equipment. Adam uses AutoCAD and MicroStation on engineering and survey projects. Additionally, Adam has served as the Hamilton County surveyor since January 2015.

PROJECT EXPERIENCE:

- Lincoln Park Pool Improvements, Grand Island, Nebraska
- Pickleball Courts at Veterans Park, Grand Island, Nebraska
- High School Site Plan, Hastings, Nebraska
- Niobrara Scenic River Road, Cherry County, Nebraska

PROJECT ROLE:

Survey

EDUCATION:

A.A.S., Survey and CAD
Technology
Southeast Community College

REGISTRATION:

Registered Land Surveyor:
NE

BNSF Contractor Orientation

TENURE:

Industry: 25 Years
JEO: 24 Years



City of Franklin City Park Project

Past Record of Performance

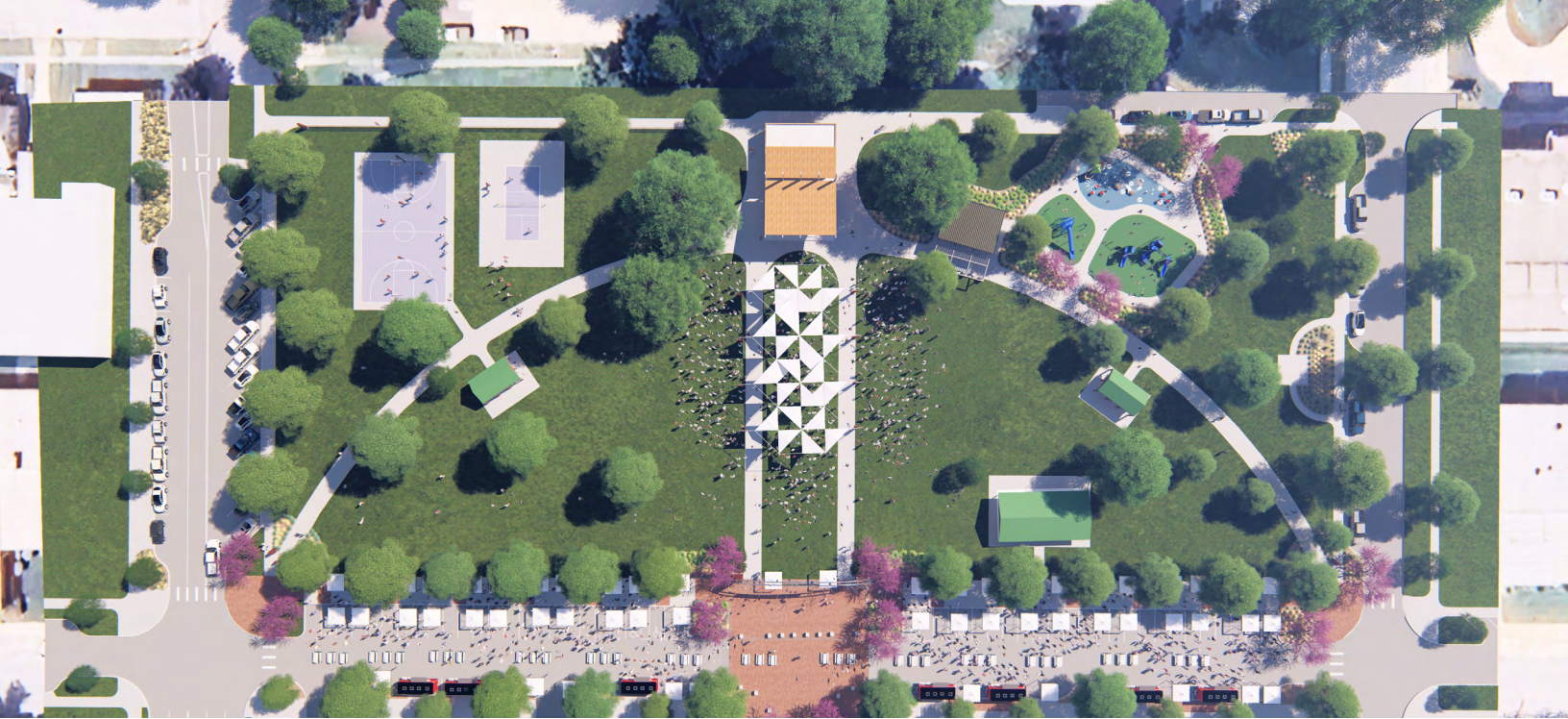
Past Record of Performance

JEO has provided recreational planning and design services for more than 30 years. We have completed countless park, amphitheater, restroom/concessions building, trail, sports field, tennis/pickleball court, and aquatic projects throughout the Midwest. JEO's recreation team is dedicated to designing safe, quality recreational facilities that are delivered within the project schedule and budget. Featured projects are described in more detail following this page.



Project Experience

	Project Components									
	Amphitheater	Trails/Sidewalks	Shelter/Restrooms	Master/Strategic Plan	Community Engagement	Splashpad/Aquatics	Playground	Pickleball/Tennis	Basketball	Multi-Use Field
Fremont Parks Master Plan, Fremont, NE	■	■	■	■	■	■	■	■	■	■
John C. Fremont Park, Fremont, NE	■	■	■	■	■	■	■		■	■
Gretna Crossing Park, Gretna, NE	■			■						
Smith and Highlands Parks Master Plan, Wahoo, NE		■	■	■			■	■		
Chariton Lakes Master Plan, Chariton, IA			■	■	■					
Generations Park, Blair, Nebraska	■	■	■	■		■	■		■	
Ralston Parks Master Plan, Ralston, NE		■	■	■			■		■	
Valley City Park Master Plan, Valley, NE		■	■	■	■	■	■	■	■	■
Kimball Aquatic Center, Kimball, NE					■	■				
Johnson Park, Norfolk, NE				■	■					
Downtown Irrigation Master Plan, Lincoln, NE		■	■	■	■					
Bennington Parks Master Plan, Bennington, NE		■	■	■	■	■	■	■	■	■
Lexington Parks Master Plan, Lexington, NE		■	■	■			■	■	■	■
Ogallala Legion Fields, Ogallala, NE				■						■
Adams Street Plaza Park, Fort Calhoun, NE	■	■	■			■	■			
Hackberry Park, Wahoo, NE			■							■
Tranquility Park Multi-Sports Complex, Omaha, NE		■	■	■	■					■
Eudora Park Master Plan, Eudora, KS		■	■	■	■	■	■	■	■	
MoPac East Connector Trail Feasibility Study, Cass County, NE		■		■	■					



John C. Fremont Park Master Plan

 *Fremont, Nebraska*

As part of the Fremont Parks and Recreation Master Plan, JEO completed an in-depth analysis and master plan of John C. Fremont Park, one of the City's most culturally significant parks. When fully built, the park will offer diverse activities for all ages, a performance amphitheater for special events, and a formal promenade focused on hosting its annual JCF Days festival. From historical parades and rodeos to food contests and live music, there is entertainment for everyone.

The master plan incorporated several new features identified by the community, stakeholder groups, and the City. The park updates will improve the functionality of larger community gatherings while improving day-to-day use and accessibility.

JEO and City staff established project phasing to incorporate priority projects, coordinating larger district improvements to drive development in the area and improve the park conditions and programming for current residents. The first phase will be funded through the Capital Improvement Plan, supplemented with Civic and Community Center Financing Fund (CCCFF) grant funding. JEO has recently been hired to complete the design for Phase I of this park.

New Features

- Amphitheater
- Restroom/concessions/mechanical pump building
- Park entrance archway and columns
- Basketball and multi-use courts/playground/splash pad
- Streetscape improvements along Broad Street, 8th Street, and Main Street

Reference

City of Fremont
Nick Hansen
Director of Parks and Recreation
p. 402.727.2630

Estimated Completion Date

September 2024

Actual Completion Date

September 2024

Estimated Fee

\$75,000*

Actual Fee

\$75,000*

**Included as part of the overall Fremont Parks and Recreation Master Plan project.*





Generations Park

 Blair, Nebraska

Generations Park will incorporate the needs identified in the City of Blair's 2015 Parks Study with a vision for the future of parks in the community. Generations Park will include amenities for all ages, interests, and abilities. It is directly adjacent to the Blair Library and Technology Center, Gerald Otte Blair Middle School, and a residential neighborhood. The park is intended as a destination gathering point for various users from all generations.

Generations Park was designed to represent the Blair community while providing leisure and recreational opportunities for user groups. While programmatic amenities were grouped with generational users, their adjacencies were intentionally intertwined to encourage multi-generational interactions throughout the park. Park amenities include bocce ball courts, a basketball court, horseshoe pits, pickleball courts, a splash pad, a multi-use field, trails, restrooms/park shelter, and an amphitheater.

Native plantings and a natural material palette were chosen to develop a park that felt like an extension of the Couple Creek riparian corridor, creating the park's southern border. Stormwater management was also integrated into the park's design.

Reference

City of Blair
Phil Greene
City Administrator
p. 402.426.6693

Estimated Completion Date

December 2024

Actual Completion Date

December 2024

Estimated Construction Cost

\$3,388,800

Final Construction Cost

\$3,420,000





Gretna Crossing Park

 Gretna, Nebraska

The City of Gretna wanted to create a multi-dimensional park to meet the needs of its growing community. The City contracted with JEO to develop a park master plan in 2018, develop design documents, and provide construction phase services for a new 157-acre park situated on the southern edge of town—now known as Gretna Crossing Park. This was a multidisciplinary project that utilized many aspects of JEO's expertise—park master planning, construction, architecture, aquatic design, and water resources engineering.

While the completed park offers a harmonious blend of community recreation facilities and open green spaces that ensure citizens of all ages and abilities can enjoy its features, it also introduces a variety of elements to the City's park system. The focal points of the park are the community recreation center and outdoor aquatic facility, which features an indoor natatorium and outdoor water park with Nebraska's first drop-gate slide. The park is filled with grass ball fields, batting cages, playgrounds, and nature areas with walking trails, and educational exhibits. Additional features in the park include walking trails surround a three-acre pond, ADA-accessible fishing piers and boardwalk, picnic shelters, restrooms, Frisbee golf course, off-leash dog park, and an amphitheater.

The completed Gretna Crossing Park offers it all and is poised to attract both local and regional visitors, furthering Gretna's reputation as an exceptional place to live and play.

Reference

City of Gretna
Paula Dennison
City Administrator
p. 402.332.3336 ex. 1204

Estimated Completion Date

September 2023

Actual Completion Date

September 2023

Estimated Construction Cost

\$55,000,000

Final Construction Cost

\$60,000,000

Subconsultant

DLR Group





Smith Park Master Plan

 Wahoo, Nebraska

Smith Park is a small urban park located between East 4th Street and East 5th Street in the City of Wahoo. The City contacted JEO for master planning services, including programming and preliminary site design.

The park enhancements included renovated sports courts, replacing the basketball court, and upgrades to the drinking fountain and park shelter. The planned park shelter will be an all-season structure featuring an event patio/stage capable of accommodating 75 to 100 people. These upgrades were illustrated in the master plan drawing, and JEO created a rendering of the park for fundraising purposes.

JEO conducted an analysis using mobile LiDAR surveys and aerial photography as part of the master planning effort. Through collaboration with City staff and key stakeholders, JEO ensured the project goals were aligned with the community's vision, paving the way for an enhanced park experience.

Park Features

- Park entrance with decorative pavement, benches, and signage
- All-season structure with event patio/stage
- Playground and cycle track
- Event seating/open space
- Basketball court
- Multi-use/pickleball courts
- New parallel parking
- New pedestrian connection

Reference

City of Wahoo
Kevin Stuhr
Parks and Recreation Director
p. 402.443.4174

Estimated Completion Date

July 2023

Actual Completion Date

September 2023

Estimated Fee

\$12,000

Actual Fee

\$12,000





City of Franklin City Park Project

Familiarity of the Firm

Familiarity with Problems Applicable to Project



JEO has knowledge of Franklin City Park’s conditions, planned improvements, goals, vision, and potential challenges from previous discussions with the City and preliminary planning efforts. This in-depth knowledge and established relationships will enable us to effectively navigate all project challenges and develop timely resolutions.

In short, our familiarity with Franklin City Park and the City as the appointed engineer, combined with our extensive park planning and design expertise, ensures that we approach this project with thorough planning, realistic scheduling, and flexible project management. You can trust that our team will adeptly manage any unforeseen issues, avoiding significant delays or budget overruns and ultimately leading to a smoother, more successful park improvement project.

A short construction timeline can significantly impact a project’s success if not carefully managed. To mitigate challenges for this project and ensure construction is successfully completed as the RCPR grant requires before February 28, 2026, JEO will employ a process of careful planning, efficient scheduling, and a dedicated project management team. Effective communication between all stakeholders is also essential to ensure everyone is aligned on the project schedule, goals, and potential risks.

Our experience has taught us the importance of the following:

Hitting Deadlines

We understand the importance of meeting schedules, as many approvals are made at council meetings that adhere to strict timelines and agendas.

Meeting Budgets

Our commitment to budget adherence ensures your financial resources are optimally utilized, safeguarding you against overspending and maximizing the allocated funds, which are often predetermined and fixed.

Involved Throughout the Process

We are dedicated to collaborating with City staff throughout design, bidding, and construction phases to ensure seamless coordination and alignment with your needs.

Stakeholder Information

Our commitment to comprehensive communication ensures that information is shared openly, fostering engagement and empowering stakeholders to contribute meaningfully to the project’s success.



City of Franklin City Park Project

Cost

Proposed Fee

At JEO, we can tailor our professional services to meet your specific needs and budget requirements. Upon being selected for your project, we would welcome the opportunity to sit down and fully discuss the proposed scope of services to establish a final scope and fee to best meet your specific needs. Our team looks forward to working with the City to make the Franklin City Park project a success!

Please note that the cost of telephone calls, copying, postage, travel expenses, mileage, meals, lodging, etc., are included in our hourly rates and fees and not charged separately as reimbursable expenses.

JEO proposes to provide the services defined in Exhibit A, Scope of Services included in the appendix for the lump sum fees defined below:

Task	Fee
Topographic Survey	\$ 6,000
Site Design and Construction Plans <i>(Includes selection of prefab restroom)</i>	\$42,000
SWPPP and Permitting	\$ 5,000
Bidding and Negotiation	\$ 5,000
Construction Administration <i>(hourly not to exceed)</i>	\$20,000
Total (not to exceed)	\$78,000
Available Additional Services:	
Architectural Restroom Design	\$36,000





City of Franklin City Park Project

Appendix



**SCOPE OF SERVICES:
Exhibit A
Franklin Park Improvements**

PROJECT DESCRIPTION

JEO understands that the project will consist of the following improvements to be located on property owned by the City located at 1502 P Street, Franklin, NE.

- New paved patio and sunshade east of library
- New open-air gazebo structure
- New park benches
- New ADA walks connecting park elements as needed
- New restrooms (two options)
 - Designed by JEO Architecture -or-
 - Select a precast concrete restroom structure from a vendor
- New Picnic Shelter

* NDED funds and local funds will be utilized for the construction of the project.

1. TOPOGRAPHIC SURVEY

- 1.1 Engineer will schedule and obtain a topographic survey containing the following:
 - 1.1.1 Survey the locations of all visible physical features (concrete, asphalt, gravel, rock, driveways, sidewalks, trees, utility poles, valves, manholes, signs, drainage structures, curb stops, water meter pits, terrain profiles, etc.).
 - 1.1.2 Collect available utility location information and incorporate on preliminary plans (gas, telephone, electric, water, sanitary sewer, storm sewer, communications, etc.).
 - 1.1.3 Create an electronic drawing using AutoCAD illustrating elevations, site features, and existing utilities resulting from the surveys performed.

2. GEOTECHNICAL INVESTIGATION

- 2.1 Obtain a proposal, for the Owner to execute, for geotechnical investigation services which includes test borings, soil samples, and a geotechnical report for Engineering Design. Owner to pay all geotechnical investigation fees.

3. DESIGN AND CONSTRUCTION PLANS

- 3.1 Develop construction plans for the proposed site improvements in accordance with the City's and Colfax Foundation guidance and the local jurisdiction requirements. Construction plans and documents to include the following:
 - 3.1.1 Cover Sheet and General Location Map
 - 3.1.2 Site Removal Plans
 - 3.1.3 Site Layout and Paving Plans
 - 3.1.4 Site Grading and Drainage plans
 - 3.1.5 Site Landscape Plans (Turf grass only)

- 3.1.6 Construction Details
- 3.1.7 Site Utility Plans (for either prefab or architectural building)
 - 3.1.7.1 Electrical for building power
 - 3.1.7.2 Water and sanitary sewer connections
- 3.1.8 Foundation Design (for either prefab or architectural building)
- 3.1.9 Footing design for picnic shelter and open-air gazebo
- 3.1.10 Specification Booklet
- 3.1.11 Opinion of Construction Costs
- 3.2 Review geotechnical investigation and incorporate summary into design.
- 3.3 Conduct an internal QA/QC review of the 90% construction documents and specifications.
- 3.4 Revise the plans and specifications as necessary following the final review and sign and seal by a professional engineer and landscape architect registered in the State of Nebraska.
- 3.5 Meeting Summary
 - 3.5.1 Schedule (1) one (**in-person**) kickoff meeting with owner to review proposed project improvements, budget, schedule, etc.
 - 3.5.2 Schedule (1) one (**virtual**) meeting with owner to review preliminary plans and opinion of cost.
 - 3.5.3 Schedule (1) one (**virtual**) meeting with owner to review final plans and specifications and opinion of cost
 - 3.5.4 Attend a City Council meeting to review final plans and specifications for approval for bid (**In-Person**)
 - 3.5.5 Attend a City Council meeting to review bids received and to recommend award.

4. ARCHITECTURAL RESTROOM DESIGN – ADDITIONAL SERVICE

- 4.1 Based on the project defined above, we propose to provide architectural and engineering services for the multi-purpose building design as defined herein.
 - 4.1.1 **Construction Documents**
JEO shall develop permit/design intent construction documents indicating the scope of work for the new restroom building. Building design will include the following scope of work:
 - Architectural Design
 - Code review analysis
 - Design of the building layout (floor plan)
 - Design of the building façade (exterior elevations)
 - Development of building sections and details
 - Schedules
 - Overall coordination of the required disciplines
 - Structural Design
 - Design of the footing/foundations
 - Footing/foundation details
 - Wall framing and roof design
 - Building concrete slab design
 - Mechanical and Electrical Design
 - Design of the building's mechanical system
 - Design of the building's plumbing system

- Design of the building's electrical system (power and lighting)
- 4.2 Design Meeting Summary
 - 4.2.1 Schedule (1) one **(in-person)** kickoff meeting with owner to review proposed project improvements, budget, schedule, etc.
 - 4.2.2 Schedule (1) one **(virtual)** meeting with owner to review preliminary plans and opinion of cost.
 - 4.2.3 Schedule (1) one **(virtual)** meeting with owner to review final plans and specifications and opinion of cost

5. STORMWATER POLLUTION PREVENTION PLAN & PERMITTING

- 5.1 Prepare a Storm Water Pollution Prevention Plan (SWPPP) complying with state regulations and assist Owner with the submittal of a Notice of Intent (NOI) to obtain a stormwater NPDES permit through NDEE.
- 5.2 Coordinate the Owner's signature and submit a Notice of Intent (NOI) to the NDEE to obtain an NPDES Storm Water Discharge permit. Owner is to pay all permit fees. Three bound copies will be prepared for the Owner. This includes one SWPPP submittal and one NOI permit submittal.
- 5.3 Coordinate the Owner's signature and submit a Notice of Termination (NOT) to the NDEE to close out the project.

6. BIDDING & NEGOTIATION

- 6.1 Provide assistance with authorizing the advertisement for bids and setting the bid date and time.
- 6.2 Send Notice to Bidders to Contractors, Builder Bureaus, and Plan Rooms.
- 6.3 Furnish electronic specifications, and contract documents of the project to prospective bidders, material suppliers, and other interested parties.
- 6.4 Respond to inquiries from prospective bidders and prepare any addenda required.
- 6.5 Assist the Owner in securing construction bids for the project.
- 6.6 Assist the Owner at the bid opening consisting of one (1) meeting to ensure proper rules are followed and adhered to during the process to ensure all requirements of State and Federal law are fulfilled. **(Meeting in Franklin)**
- 6.7 Tabulate and analyze construction bids and report on them to the Owner, together with advice and assistance to the Owner in award of construction contract.
- 6.8 Prepare and submit a Bid Letter of Recommendation to the Owner for project award.
- 6.9 Attend City Council meeting to review bids. One (1) meeting.
- 6.10 Prepare Contract Documents (Construction Contract and Notice to Proceed) for execution by the Prime Contractor and the Owner; provide cursory reviews of all insurance and bonds submittals; then advise the Owner to proceed with execution of all documents.
- 6.11 Provide copies of all executed Contract Documents to the Owner and Prime Contractor.

7. CONSTRUCTION ADMINISTRATION

- 7.1 Attend a pre-construction kick-off meeting. This meeting will review the required timelines set forth in the specification, lines of communication, key contacts of those involved, review any conflicts with utilities or schedules, review the schedule proposed by the Contractor, review any requirements by the Contractor. One (1) meeting.
- 7.2 Provide interpretation of the plans and specifications, when necessary.
- 7.3 Provide construction staking of the restroom foundation and stage foundation location.

- 7.4 Consult with and advise Owner during construction regarding all aspects of the project.
- 7.5 Review Shop Drawings and Product Submittals.
- 7.6 Review Contractor's Pay Applications and forward to the City for consideration.
- 7.7 JEO has assumed a 6-month construction period with a total of six (6) site visits to review the progress of the project.
- 7.8 Compile records for use in preparing record drawings.
- 7.9 Conduct a final inspection of the project with the Owner and Contractor.
- 7.10 Prepare a final punch list of outstanding items needing completion prior to the finalization of the project based on the field observations and reviews by the Owner and Contractor.
- 7.11 Recommend to the Owner the acceptance of the project and complete the necessary certificate(s). This recommendation will be based on the Architect and/or Engineer's observation of construction utilizing professional judgement and accepted tests to determine that the Contractor has completed their contracts in substantial compliance with the plans, specifications, and contract documents.

8. PROJECT ASSUMPTIONS AND OWNER RESPONSIBILITIES

- 8.1 Owner will select the precast restroom.
- 8.2 The site is outside the 100-year floodplain.
- 8.3 A geotechnical analysis IS required and not included within this Agreement.
- 8.4 All utilities are located adjacent to site and will not require any off-site utility extensions.
- 8.5 Owner shall provide timely review of documents or requests for information.

9. FEE

- 9.1 JEO proposes to provide the services defined above for the lump sum fees defined below:

<i>Task</i>	<i>Fee</i>
Topographic Survey	\$ 6,000.00
Site Design and Construction Plans	\$ 42,000.00
- Includes selection of prefab restroom	
SWPPP and Permitting	\$ 5,000.00
Bidding and Negotiation	\$ 5,000.00
Construction Administration (hourly not to exceed)	\$ 20,000.00

Total (not to exceed)	\$ 78,000.00
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Available Add Services:

Architectural Restroom Design	\$ 36,000.00
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- 9.2 Progress Payments:

- 9.2.1 JEO will bill for services completed near the beginning of each month. All invoices are due payable upon receipt and are considered delinquent after 30 days.
- 9.2.2 Invoices not paid within 30 days may be charged interest at the annual rate of 12% (1.0%/month).
- 9.2.3 Payments will be applied first to the interest then principal.
- 9.2.4 Work by JEO will cease if invoices have not been paid in full within 60 days and will not begin again until full payment with interest has been received.

10. CONTRACT TIME

- 10.1 JEO will work as expeditiously as possible, pending authorization from Owner to complete the tasks in this project.
- 10.2 Please note that, due to our current workload, we would not be able to begin the site and architectural design portion of work until May 1st. While there is a possibility we could start earlier if our schedule changes, we are currently booked through the end of April with other commitments.
 - 10.2.1 Estimated time to complete survey – six (6) to eight (8) – weather dependent.
 - 10.2.2 Estimated time to complete geotechnical investigation – eight (8) weeks – weather dependent
 - 10.2.3 Estimated time to complete site design /construction plans and SWPPP Permit – eight (8) weeks after survey is completed
 - 10.2.4 Estimated time to complete the restroom design / construction plans – eight (8) weeks
 - 10.2.5 Estimated time to complete Bidding and Contracts with Owner – six (6) to eight (8) weeks depending on council approval

11. EXCLUSIONS

- 11.1 Environmental services, such as wetland delineations, endangered species surveys, bird surveys, applications, and submittals for permits with USCOE, and mitigation plans.
- 11.2 Floodplain, Corps 404, or other environmental assessments or permitting.
- 11.3 Geotechnical investigation services
- 11.4 Boundary survey
- 11.5 Traffic study
- 11.6 SWPPP Design and Inspection services
- 11.7 Value engineering design services
- 11.8 Design of irrigation system
- 11.9 Review fees associated with building permits, etc.
- 11.10 Preparing descriptions for property acquisition and easements
- 11.11 Bidding services
- 11.12 Construction services
- 11.13 Construction staking
- 11.14 Any other item not outlined in the scope of services

12. REIMBURSABLE EXPENSES

- 12.1 Typical reimbursable expenses are included in the lump-sum and include: Mileage for trips required to complete the work defined above, long-distance phone calls, meals, other travel expenses, software, copies/prints, and faxes.
- 12.2 Other reimbursable expenses shall be billed at 110% of their cost. (None are anticipated on this project.)

13. ADDITIONAL TERMS

- 13.1 The General Conditions are specified in Exhibit B.

RFP Engineer/Architect Proposal SCORE

Cmtee		JEO Consulting						W Associates Inc						Erickson Sullivan Architects					
		Capacity	Tech Exp	Record	Project Type	Cost	Total	Capacity	Tech Exp	Record	Project Type	Cost	Total	Capacity	Tech Exp	Record	Project Type	Cost	Total
1	MS	20	20	18	18	0	76	20	20	18	20	10	88	21	20	20	20	15	96
2	RF	25	20	20	20	10	95	25	20	20	20	12	97	25	20	20	20	15	100
3	MK	25	20	20	20	10	95	25	20	20	20	12	97	25	20	20	20	15	100
4	SM	25	20	20	20	8	93	25	20	10	20	10	85	25	20	20	20	15	100
5	AS	15	15	15	15	5	65	20	20	15	15	7	77	20	15	15	15	10	75
6	MB	25	20	15	20	5	85	25	20	20	20	10	95	25	20	20	20	15	100
7	JS	17	17	18	18	15	85	18	18	17	16	17	86	20	20	19	19	19	97
8	CB	23	18	18	15	8	82	23	13	15	11	10	72	23	18	17	13	14	85
TOTAL		21.9	18.8	18.0	18.3	7.6	676	22.6	18.9	16.9	17.8	11.0	697	23.0	19.1	18.9	18.4	14.8	753
		85%						87%						94%					

FACTORS	Score
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20
4. Familiarity of the firm with the types of problems applicable to the project.	0-20
5. Cost	0-15
TOTAL	0-100



City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer Mark

FACTORS		SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.		
Record names of submitting Firms			JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25		28	28	21
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20		20	20	20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20		18	18	20
4. Familiarity of the firm with the types of problems applicable to the project.	0-20		18	20	20
5. Cost	0-15		\$48,000 Const plan \$10,000 permit & bid \$20,000 Cnst/Mgt = \$78K \$36,000 Restroom design = \$114,000	Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700
TOTAL	0-100		76	88	96

City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer Erin

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.	Notes
Record names of submitting Firms	-	JEO Consulting Group W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	25	25
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	20	20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	20	20
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	20	20
5. Cost	0-15	\$48,000 Const plan \$10,000 permit & bid \$20,000 Cnst/Mgt = \$78K \$36,000 Restroom design = \$114,000 Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700
TOTAL	0-100	95	97

City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer

Michelle

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.	Notes
Record names of submitting Firms	-	JEO Consulting Group W Associates Inc. Erickson Sullivan Architects	
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	25	25
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	20	20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	20	20
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	20	20
5. Cost	0-15	\$48,000 Const plan \$10,000 permit & bid \$20,000 Cnst/Mgt = \$78K \$36,000 Restroom design = \$114,000 Includes all, not broken down Total = \$74,360 \$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700	12 15
TOTAL	0-100	90	97 100

City of Franklin RCRP - Procurement Process Engineer Zone 1 & 2

SCORING SHEET

Name of Reviewer Sam

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.		
Record names of submitting Firms		JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	25	25	25
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	20	20	20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	20	10	20
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	20	20	20
5. Cost	0-15	9	10	15
TOTAL	0-100	93	95	100

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City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer *Amanda Shelton*

FACTORS		SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.		
Record names of submitting Firms			JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25		15	20	20
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20		15	worked with Matthew Clouse before 20	15
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20		15	15	15
4. Familiarity of the firm with the types of problems applicable to the project.	0-20		15	15	15
5. Cost	0-15		\$48,000 Const plan \$10,000 permit & bid \$20,000 Cnst/Mgt = \$78K \$36,000 Restroom design = \$114,000	Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700
TOTAL	0-100				10

City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer Nike Bower

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.			Notes
Record names of submitting Firms	-	JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects	
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	25	25	25	
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	20	20	20	
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	15	20	20	
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	20	20	20	
5. Cost	0-15	\$48,000 Const plan \$10,000 permit & bid \$20,000 Const/Mgt = \$78K \$36,000 Restroom design = \$114,000	Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Const/Mgt Total = \$57,700	
TOTAL	0-100	85	95	100	

City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer *JR Stover*

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.		
Record names of submitting Firms		JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	17	18	20
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	17	18	20
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	18	17	19
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	18	16	19
5. Cost	0-15	\$48,000 Const plan \$10,000 permit & bid \$20,000 Cnst/Mgt = \$78K \$36,000 Restroom design = \$114,000	Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700
TOTAL	0-100			

City of Franklin 23RCRP-031 – RFP Proposals Engineer Park Zones 1 & 2

SCORING SHEET

Name of Reviewer *Chase*

FACTORS	SCALE	NAME OF FIRM – Make notes and write in score for each section 1.-4.		
Record names of submitting Firms		JEO Consulting Group	W Associates Inc.	Erickson Sullivan Architects
1. Capacity of firm to perform work within time limitations in consideration of current and planned workload of the firm. A proposed timeline should be submitted.	0-25	23	23	23
2. Technical expertise of firm and personnel in connection with the type of services to be provided and the complexity of the project.	0-20	18	13	18
3. Past record of performance with other clients including quality of work, timeliness and cost control.	0-20	18	15	17
4. Familiarity of the firm with the types of problems applicable to the project.	0-20	15	11	13
5. Cost	0-15	\$48,000 Const plan \$10,000 permit & bid \$20,000 Const/Mgt = \$78K \$36,000 Restroom design = \$114,000	Includes all, not broken down Total = \$74,360	\$42,000 Civil Set doc \$3,000 GC bid \$12,500 Cnst/Mgt Total = \$57,700
TOTAL	0-100			

CITY OF FRANKLIN, NEBRASKA
PROCUREMENT PROCEDURES AND CODE OF CONDUCT

The *City of Franklin* will in all cases of procurement for professional services, construction services and materials needed for federal grant programs, including the State of Nebraska - Rural Community Recovery Program (RCRP), adhere to Code of Federal Regulation 2 C.F.R. Part 200, subpart D and current state statutes; in all cases the stricter shall apply. The CRA, hereby referred to as Entity, is responsible for understanding and complying with federal or state requirements located within the original source. The following procedures summarize said laws and regulations.

A. Procurement shall be made by one of the following methods:

1. **Micro Purchase Procedures** [2 C.F.R. Section 200.320 (a)(1)] – This method will generally be used to obtain very small quantities of supplies. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see 2 C.F.R. Section 200.1), currently set at \$25,000 except as otherwise discussed in the regulation set at 48 C.F.R. part 2, subpart 2.1. To the maximum extent practicable, the Entity will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive price or rate quotations if the Entity considers the price to be reasonable based on research, experience, purchase history or other information and documents filed appropriately. Purchase cards can be used for micro-purchases if procedures are documented and approved by the Entity.
2. **Proposals** [2 C.F.R. Section 200.320 (b)(2)] - This method will be used to obtain contractors for engineering services, general construction services, and small-scale construction projects and for large quantities of goods or materials. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified entities. Any response to publicized requests for proposals must be considered to the maximum extent practical. The Entity will use a written method for conducting technical evaluations of the proposals received and making selections. Contracts must be awarded to the responsible entity whose proposal is most advantageous to the Entity, with price and other factors considered. The award will be made in accordance with the following requirements:
 - i. Requests for proposals will be posted to one local newspaper at a minimum, and to the Nebraska Public Postings website, in addition to an invitation to submit a proposal to a minimum of 5 known vendors sent by email from the Entity designee. In this way proposals will be solicited from multiple qualified entities to the maximum extent practicable, with all proposals submitted to be considered.
 - ii. The Entity will contract with South Central Economic Development District, Inc. (SCEDD) to evaluate the bid/proposal documentation, provide project design specifications, conduct the technical evaluations, oversee the committee scoring criteria, and observe the committee making the final selection.
 - iii. Contracts will be awarded to the responsible offeror whose proposal is most advantageous to the Entity considering price and other factors, including the timeline requirements as required through RCRP.

- iv. The Entity will use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, along with proposed price for services, technical expertise, and ability to comply with the aggressive RCRP timeline, to select the overall highest scoring proposal in accordance with the publicly advertised scoring criteria. Proposals will be solicited from a minimum of 5 (five) offerors through direct emails, representing an adequate number of qualified entities. Contracts must be awarded to the responsible entity whose proposal is most advantageous to the Entity, with price and other factors considered.
3. **Non-Competitive Procurement** [2 C.F.R. Section 200.320 (c)] – This method will only be used after approval from the Nebraska Department of Economic Development. When requesting permission to use this method, the Entity will show that another method of procurement is not feasible because: it is the acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold, the item or service is only available from a single source; a public exigency or emergency for the requirement will not permit a delay from publicizing a competitive solicitation; or after a solicitation of a number of sources, competition is determined to be inadequate.
- B. The Entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Entity must make independent estimates before receiving bids or proposals [2 C.F.R. Section 200.324(a)]. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used [2 C.F.R. Section 200.324(d)].
- C. **Competition** [2 C.F.R. Section 200.319] – All procurement transactions under the RCRP award will be conducted in a manner that provides full and open competition and is consistent with the standards of 2 C.F.R. Section 200.320.
 1. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on these procurements.
 2. Additional situations that may restrict competition will be avoided, including: placing unreasonable requirements on firms to qualify to do business; requiring unnecessary experience and excessive bonding; noncompetitive pricing practices between firms or between affiliated companies; noncompetitive contracts to consultants that are on retainer contracts; organizational conflicts of interest; specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and any arbitrary action in the procurement process.
 3. Descriptions of the technical requirements for the property, equipment, or service being procured will be provided in a clear and accurate manner through a supplemental Project Design document made available on the website listed in the public notice of the Request for Bids/Proposals.
- D. The Entity will affirm in all public notices of bids and proposals its preference for small and minority businesses, women's business enterprises, and labor surplus area firms, as well as a domestic preference for procurements.

- E. The Entity will maintain sufficient records to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; proof of public notice and solicitation efforts to obtain adequate bids/proposals; selection of contract type; contractor selection or rejection; and the basis for the cost or price [2 C.F.R. Section 200.318(i)].
- F. The following contract provisions or conditions shall be included in all procurement contracts and subcontracts:
1. **General Administrative Provisions**
 - Effective date of the contract.
 - Names and addresses of the firm and the non-Federal entity.
 - Citation of the authority of the non-Federal entity under which the contract is entered into and the source of the funds.
 - Conditions and terms under which the contract may be terminated by either party for cause and for convenience and remedies for violation/breach of contract.
 - Procedures for amending or revising the contract.
 - Names of representatives of the non-Federal entity and contractor who will act as a liaison for administration of the contract.
 - A clause prohibiting transfer of any interest in the contract by the contractor.
 - Provisions requiring the contractor to maintain records and furnish reports.
 2. **Scope of Services**
 - Detailed description of the extent and character of the work to be performed.
 - Time for performance and completion of contract services, including project milestones, if any.
 - Specification of materials or other services to be provided (i.e., maps, reports, etc.)
 3. **Method of Compensation**
 - Provisions for compensation for services including fee and/or payment schedules and specifications of maximum amount payable under the contract.
 4. **Federal Standard Provisions**
 - Compliance with Executive Order 11246, as amended (Required for service contractors only if the contractor has 50 or more employees and the contract is for more than \$50,000)
 - Title VI of the Civil Rights Act of 1964 clause
 - Access to Records/Maintenance of Records clause
 - Age Discrimination Act of 1975, as amended
 - Section 504 of the Rehabilitation Act of 1973, as amended
 - Conflict of Interest 2 CFR §200.317 and §200.318
 - When required, all construction contracts exceeding \$2,000 shall include provisions for compliance with the Contract Work Hours and Safety Standards Act (CWHSSA), The Copeland Act (Anti-Kickback Act) clause, and the Fair Labor Standards Act (FLSA) clause.
 5. **Provisions of the *State of Nebraska Department of Economic Development – Contract with the subrecipient, City of Franklin* (noted excerpts below):**
 - § 5.01 Programmatic Provisions to include: Title VI of the Social Security Act, Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

- § 5.02 Labor Standards and Provisions to include: Fair Labor Standards Act of 1938, Title 1 of the Americans with Disabilities Act of 1990, The Copeland “Anti-Kickback” Act, Nebraska Fair Employment Practices Act, Executive Order 12549 & 12689 Debarment and Suspension
 - § 5.03 Environmental Provisions to include: Clean Air Act, Federal Water Pollution Control Act, Section 6002 of the Solid Waste Disposal Act
 - § 5.04 Civil Rights and Equal Opportunity Provisions to include: Equal Employment Opportunity Act of 1972, Obligations of Contractors and Subcontractors 41 C.F.R. Ch. 60-1
 - § 5.05 Fair Housing Standards and Provisions: Title VIII of the Civil Rights Act of 1968 ‘The Fair Housing Act’, Title VI of the Civil Rights Act of 1964, Title II & III of the Americans with Disabilities Acts of 1990
6. This Code of Conduct shall govern the performance of the elected or appointed officials or members of any board or commission, employees, or agents, of the City of Franklin engaged in the award and administration of contracts supported by Federal funds under the State of Nebraska, Rural Community Recovery Program.
- G. The provisions and requirements of the *Conflicts of Interest*, at subpart (d) of the Nebraska Political Accountability and Disclosure Act [such subpart (d) encompassing Sections 49-1493 through 49-14,104 of the Nebraska Revised Statutes], are incorporated in this Code of Conduct by this reference. The provisions and requirements of 2 C.F.R. Section 200.112 are also incorporated in this Code of Conduct by this reference. The requirements of these Nebraska state statutes and federal regulations will be adhered to, and in the event of a conflict in the requirements of any of such state and federal requirements, the stricter of any conflicting provisions will be adhered to.
1. No employee, officer, or agent of the municipality may participate in the selection, or in the award or administration of a contract supported by Federal funds if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent; any member of his or her immediate family; his or her partner; or an organization which employs or is about to employ any of the above, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract **[2 C.F.R Section 200.318(c)(1)]**.
 2. The officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts **[2 C.F.R Section 200.318(c)(1)]**.
 3. Violations of this Code of Conduct will invoke penalties and sanctions consistent with applicable Federal and State laws.

Signed

Date

Margaret Siel
Mayor, City of Franklin



This content is from the eCFR and is authoritative but unofficial.

Title 2 — Federal Financial Assistance

Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Subpart D — Post Federal Award Requirements

Procurement Standards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.319 Competition.

- (a) All procurement transactions under the Federal award must be conducted in a manner that provides full and open competition and is consistent with the standards of this section and § 200.320.
- (b) To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be excluded from competing on those procurements.
- (c) Examples of situations that may restrict competition include, but are not limited to:
 - (1) Placing unreasonable requirements on firms for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
 - (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (d) The recipient or subrecipient must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 - (1) Are made in accordance with § 200.319(b);
 - (2) Incorporate a clear and accurate description of the technical requirements for the property, equipment, or service being procured. The description may include a statement of the qualitative nature of the property, equipment, or service to be procured. When necessary, the description must provide minimum essential characteristics and standards to which the property, equipment, or service must conform. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to clearly and accurately describe the technical requirements, a “brand name or equivalent” description of features may be used to provide procurement requirements. The specific features of the named brand must be clearly stated; and

- (3) Identify any additional requirements which the offerors must fulfill and all other factors that will be used in evaluating bids or proposals.
- (e) The recipient or subrecipient must ensure that all prequalified lists of persons, firms, or products used in procurement transactions are current and include enough qualified sources to ensure maximum open competition. When establishing or amending prequalified lists, the recipient or subrecipient must consider objective factors that evaluate price and cost to maximize competition. The recipient or subrecipient must not preclude potential bidders from qualifying during the solicitation period.
- (f) To the extent consistent with established practices and legal requirements applicable to the recipient or subrecipient, this subpart does not prohibit recipients or subrecipients from developing written procedures for procurement transactions that incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job-training for employees making work products or providing services on a contract, and other worker protections. This subpart also does not prohibit recipients and subrecipients from making inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award.
- (g) Noncompetitive procurements can only be awarded in accordance with § 200.320(c).



This content is from the eCFR and is authoritative but unofficial.

Title 2 — Federal Financial Assistance

Subtitle A — Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II — Office of Management and Budget Guidance

Part 200 — Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

§ 200.320 Procurement methods.

There are three types of procurement methods described in this section: informal procurement methods (for micro-purchases and simplified acquisitions); formal procurement methods (through sealed bids or proposals); and noncompetitive procurement methods. For any of these methods, the recipient or subrecipient must maintain and use documented procurement procedures, consistent with the standards of this section and §§ 200.317, 200.318, and 200.319.

- (a) **Informal procurement methods for small purchases.** These procurement methods expedite the completion of transactions, minimize administrative burdens, and reduce costs. Informal procurement methods may be used when the value of the procurement transaction under the Federal award does not exceed the simplified acquisition threshold as defined in § 200.1. Recipients and subrecipients may also establish a lower threshold. Informal procurement methods include:

(1) **Micro-purchases —**

- (i) **Distribution.** The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold defined in § 200.1. To the extent practicable, the recipient or subrecipient should distribute micro-purchases equitably among qualified suppliers.
- (ii) **Micro-purchase awards.** Micro-purchases may be awarded without soliciting competitive price or rate quotations if the recipient or subrecipient considers the price reasonable based on research, experience, purchase history, or other information; and maintains documents to support its conclusion. Purchase cards may be used as a method of payment for micro-purchases.
- (iii) **Micro-purchase thresholds.** The recipient or subrecipient is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the recipient or subrecipient must be authorized or not prohibited under State, local, or tribal laws or regulations. The recipient or subrecipient may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.
- (iv) **Recipient or subrecipient increase to the micro-purchase threshold up to \$50,000.** The recipient or subrecipient may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The recipient or subrecipient may

self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal agency or pass-through entity and auditors in accordance with § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in § 200.520 for the most recent audit;
 - (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
 - (C) For public institutions, a higher threshold is consistent with State law.
- (v) **Recipient or subrecipient increase to the micro-purchase threshold over \$50,000.** Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The recipient or subrecipient must submit a request that includes the requirements in paragraph (a)(1)(iv) of this section. The increased threshold is valid until any factor that was relied on in the establishment and rationale of the threshold changes.

(2) **Simplified acquisitions –**

- (i) **Simplified acquisition procedures.** The aggregate dollar amount of the procurement transaction is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If simplified acquisition procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate.
- (ii) **Simplified acquisition thresholds.** The recipient or subrecipient is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk, and its documented procurement procedures, which may be lower than, but must not exceed, the threshold established in the FAR.

(b) **Formal procurement methods.** Formal procurement methods are required when the value of the procurement transaction under a Federal award exceeds the simplified acquisition threshold of the recipient or subrecipient. Formal procurement methods are competitive and require public notice. The following formal methods of procurement are used for procurement transactions above the simplified acquisition threshold determined by the recipient or subrecipient in accordance with paragraph (a)(2)(ii) of this section:

- (1) **Sealed bids.** This is a procurement method in which bids are publicly solicited through an invitation and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid conforms with all the material terms and conditions of the invitation and is the lowest in price. The sealed bids procurement method is preferred for procuring construction services.
 - (i) For sealed bidding to be feasible, the following conditions should be present:
 - (A) A complete, adequate, and realistic specification or purchase description is available;
 - (B) Two or more responsible bidders have been identified as willing and able to compete effectively for the business; and
 - (C) The procurement lends itself to a firm-fixed-price contract, and the selection of the successful bidder can be made principally based on price.

(ii) If sealed bids are used, the following requirements apply:

- (A) Bids must be solicited from an adequate number of qualified sources, providing them with sufficient response time prior to the date set for opening the bids. Unless specified by the Federal agency, the recipient or subrecipient may exercise judgment in determining what number is adequate. For local governments, the invitation for bids must be publicly advertised.
- (B) The invitation for bids must define the items or services with specific information, including any required specifications, for the bidder to properly respond;
- (C) All bids will be opened at the time and place prescribed in the invitation for bids. For local governments, the bids must be opened publicly.
- (D) A firm-fixed-price contract is awarded in writing to the lowest responsive bid and responsible bidder. When specified in the invitation for bids, factors such as discounts, transportation cost, and life-cycle costs must be considered in determining which bid is the lowest. Payment discounts must only be used to determine the low bid when the recipient or subrecipient determines they are a valid factor based on prior experience.
- (E) The recipient or subrecipient must document and provide a justification for all bids it rejects.

(2) **Proposals.** This is a procurement method used when conditions are not appropriate for using sealed bids. This procurement method may result in either a fixed-price or cost-reimbursement contract. They are awarded in accordance with the following requirements:

- (i) Requests for proposals require public notice, and all evaluation factors and their relative importance must be identified. Proposals must be solicited from multiple qualified entities. To the maximum extent practicable, any proposals submitted in response to the public notice must be considered.
- (ii) The recipient or subrecipient must have written procedures for conducting technical evaluations and making selections.
- (iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the recipient or subrecipient considering price and other factors; and
- (iv) The recipient or subrecipient may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where the price is not used as a selection factor, can only be used to procure architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.

(c) **Noncompetitive procurement.** There are specific circumstances in which the recipient or subrecipient may use a noncompetitive procurement method. The noncompetitive procurement method may only be used if one of the following circumstances applies:

- (1) The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);
- (2) The procurement transaction can only be fulfilled by a single source;

- (3) The public exigency or emergency for the requirement will not permit a delay resulting from providing public notice of a competitive solicitation;
- (4) The recipient or subrecipient requests in writing to use a noncompetitive procurement method, and the Federal agency or pass-through entity provides written approval; or
- (5) After soliciting several sources, competition is determined inadequate.

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
RURAL COMMUNITY RECOVERY PROGRAM
CONTRACT # 23-RCRP-031**

COVER SHEET.

Table 1. Summary of Subaward Funding.	
Subrecipient Name	City of Franklin
Unique Entity Identifier (UEI)	C1HNNKKYY9N3
Tax ID Number	476006191
DED Subaward Number	23-RCRP-031
Total Amount of Subaward	\$535,000.00
Total Amount of Project Budget, Including Cost Share or Match, if applicable	\$587,810.00
Period of Performance Start Date	October 31, 2024
Period of Performance End Date	September 30, 2026
Budget Period Start Date	October 31, 2024
Budget Period End Date	September 30, 2026
Federal Awarding Agency	U.S. Department of Treasury
Funding Source	American Rescue Plan Act
Federal Award ID Number (FAIN)	SLFRP1965
Total Amount of the Federal Award	\$1,040,157,440.40
Federal Award Date	May 28, 2021
Pass-through Entity	State of Nebraska Department of Economic Development
Pass-through Entity Awarding Official/ Program Manager	Brittany Piper – 402-310-4782 Brittany.Piper@nebraska.gov
Assistance Listings Number and Title	21.027 – Coronavirus State and Local Fiscal Recovery Fund
Is Subaward R&D?	No
Indirect Cost Rate for the Subaward	Not applicable

This agreement is entered into between the State of Nebraska Department of Economic Development (the "**Department**") and City of Franklin, 619 15th Avenue, Franklin, Nebraska 68939 (the "**Subrecipient**"), upon the date of signature by both parties.

RECITALS.

- A.** In response to the COVID-19 pandemic and its economic effects, the Coronavirus State and Local Fiscal Recovery Fund ("**SLFRF**") was established by the American Rescue Plan Act (ARPA) and signed into law by President Biden on March 11, 2021.
- B.** The Program is an authorized use of SLFRF enumerated in 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iii), investments in communities to promote improved health outcomes and public safety such as parks, recreation facilities, and programs that increase access to healthy foods; and 31 C.F.R. 35.6(b)(3)(ii)(A)(11)(iv), capital expenditures and other services to address vacant or abandoned properties.
- C.** On April 1, 2024, Governor Pillen signed Legislative Bill 1412 (108th Legislative Session). Section 254(6) of the bill appropriated \$10 million to the Nebraska Department of Economic Development in grants for the Rural Community Recovery Program (the "**Program**" or "**RCRP**") pursuant to the purposes of providing funds to political subdivisions that address vacant, abandoned, or deteriorated properties to revitalize rural communities disproportionately impacted by the pandemic.
- D.** The Department is the administrator of a SLFRF award to the State of Nebraska from the Department of Treasury ("**Treasury**"), in compliance with Section 602(c) of the Social Security Act, 42 U.S.C. § 802(c), 31 C.F.R. Part 35, the U.S. Department of the Treasury regulations implementing that section, all relevant Treasury guidance, the federal award terms and conditions, and with the requirements of relevant state statutes and regulations.
- E.** The Subrecipient submitted an application (the "**Application**") to the Department for funding for the installation of public features in the City of Franklin, Nebraska.
- F.** The Department has approved the Application for subaward funding under the Program. Approval of the Application does not constitute incorporation of statements and proposals in the Application.
- G.** In the event of changes in any applicable federal regulations and/or law, this agreement will be deemed to be amended when required to comply with any law so amended.

PART I: AGREEMENT TERMS AND CONDITIONS.

Premised on the Recitals above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

§ 1.01 AMOUNT OF SUBAWARD FUNDS; CONDITIONAL NATURE OF THE AWARD.

The Department will disburse subaward funds (“**RCRP Funds**”) to the Subrecipient in a total amount not to exceed five hundred thirty-five thousand dollars and no cents (\$535,000) for direct expenses incurred from project activities within the period of performance. Indirect costs are ineligible and will not be payable with RCRP Funds.

In compliance with 2 C.F.R. § 200.332, the amount of federal funds committed by the Department to the Subrecipient, pursuant to the Notice of Award, is five hundred thirty-five thousand dollars and no cents (\$535,000), which is now obligated by this action upon mutual approval of this agreement by the Department and the Subrecipient.

The total amount of federal funds obligated by the Department to the Subrecipient, including the current financial obligation, is five hundred thirty-five thousand dollars and no cents (\$535,000) and will be used for eligible expenses incurred from project activities within the subaward budget period.

Other restrictions governing the receipt of the RCRP Funds from the Department are outlined in the Program Manual. Included among those restrictions is a limitation on the amount of RCRP Funds the Subrecipient may use for administration expenses. Twenty thousand dollars and no cents (\$20,000) has been approved by the Department for administrative and audit expenses.

§ 1.02 PERIOD OF PERFORMANCE; BUDGET PERIOD; DEVELOPMENT DEADLINE.

The period of performance and budget period under this agreement will begin on October 31, 2024, and end on September 30, 2026 (“**Period of Performance**”). The Subrecipient may only begin incurring expenses as of the initial date of the performance period. The Subrecipient will only be reimbursed for those expenses deemed eligible by the Department. Under no circumstances will the Subrecipient be reimbursed for expenses that are not eligible under Treasury guidance.

The deadline for the commitment and expenditure of RCRP Funds will be September 30, 2026 (“**Development Deadline**”). All RCRP Funds must be committed and expended, and all Project activities and services, except for submission of final reports, administration, and audit, must be completed on or before the Development Deadline.

The provisions of this agreement that survive the termination date are specified in §4.01 of this agreement.

§ 1.03 DISBURSEMENT OF RCRP FUNDS.

RCRP Funds will be disbursed upon request by the Subrecipient on a reimbursement basis, pursuant to 2 C.F.R. § 200.305(b)(3), and in compliance with the approved project budget. All requests for disbursement must be submitted in a manner prescribed by the Department with supporting documentation including but not limited to source documentation and proof of payment. All administrative and fiscal requirements for reimbursement of RCRP Funds will be the sole responsibility of the Subrecipient. The Department retains the right to receive and review any documentation related to the Project expenses and payments prior to RCRP fund disbursement.

The Subrecipient may not request disbursement of RCRP Funds until the funds are needed for the payment of eligible costs, and the amount of each request for disbursement must be limited to the amount needed for incurred costs, pursuant to 24 C.F.R. § 92.504(c)(2)(vi). Any available program income (also see § 3.04 of this agreement) must be used before the Subrecipient may request additional RCRP Funds from the Department.

§ 1.04 INCORPORATION OF RECITALS.

All provisions of the Recitals set forth herein are true and correct and are incorporated as agreed provisions of the agreement.

PART II: SPECIAL CONDITIONS PRIOR TO RELEASE OF FUNDS.

Release of funding of the amount stipulated in Part I will not occur until the following Special Conditions for Release of Funds are met. The Special Conditions must be satisfactorily completed no later than **March 31, 2025**. The Department reserves the right to cancel the agreement if this requirement is not met within the specified time frame.

§ 2.01 RECIPIENT INFORMATION FORM.

The Subrecipient must complete a Recipient Information form.

§ 2.02 AUTHORIZATION TO REQUEST FUNDS.

The Subrecipient must submit a completed Authorization to Request Funds form.

§ 2.03 STATE OF NEBRASKA ACH AND W-9 ENROLLMENT FORM.

The Subrecipient must complete a State of Nebraska ACH and W-9 Enrollment form as prescribed by the Department.

§ 2.04 PROCUREMENT POLICIES.

The Subrecipient must submit documentation to the Department evidencing adoption of appropriate procurement standards in compliance with provisions of federal law including, but not limited to, 31 C.F.R. part 35, and 2 C.F.R. part 200, subpart D (“Uniform Guidance”), and state laws, including, but not limited to, Neb. Rev. St. §§ 73-802 et seq., Neb. Rev. St. §§ 73-901 et seq., and Neb. Rev. St. §§ 81-831 et seq. Such procurement standards must incorporate written standards of conduct covering conflicts of interest and governing the actions of the Subrecipient’s employees engaged in the selection, award, and administration of contracts.

If the Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient must provide the Department with documentation of the Subrecipient’s written standards of conduct covering organizational conflicts of interest.

All contracts and procurement transactions for property or services must be conducted in a manner providing full and open competition, competitive bidding, and contractor oversight. The Subrecipient must describe both informal and formal procurement methods for the acquisition of supplies or services based on aggregate dollar amount. Further, the Subrecipient must affirm its preference for small and minority businesses, women’s business enterprises, and labor surplus area firms, as well as a domestic preference for procurements. The Subrecipient must establish bonding requirements that protect the federal interest in the property. The Subrecipient is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

In accordance with 2 C.F.R. § 200.318, the Department maintains the right to oversee any and all program-related procurement activities of the Subrecipient to ensure compliance with the terms, conditions, and specifications of the program.

§ 2.05 DECLARATION OF COVENANT.

The Subrecipient is required to execute a declaration of covenant pertaining to the federal interest in the property, recorded in accordance with State of Nebraska recordation laws, that must touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the initial owner and any successors in title to the

real estate of the Project and upon their heirs, successors, assigns, or legal representatives.

§ 2.06 PROJECT COMPLETION SCHEDULE.

The Subrecipient must submit to the Department a schedule to the of project completion milestones, as prescribed by the Department.

PART III: CONDITIONS GOVERNING USE OF RCRP FUNDS.

§ 3.01 SOURCES AND USES OF FUNDS.

A general categorization of the sources and uses of RCRP Funds for the Project are shown in Table 2 below. Table 2 provides an overview of the Project budget, including funding from local sources, if applicable, needed for completion of the Project.

Table 2. Sources and Uses of Funds			
SOURCES→ USES (Activities)↓	RCRP	COST MATCH	TOTAL
Project Costs	\$515,000.00	\$52,810.00	\$567,810.00
General Administration	\$20,000.00	\$0.00	\$20,000.00
TOTAL	\$535,000.00	\$52,810.00	\$587,810.00

The Subrecipient is responsible for ensuring that funds are available for any and all costs incurred in completion of the Project that exceed the RCRP Funds provided, that any and all such costs are paid, and that the Project is completed.

§ 3.02 LIMITATIONS ON USE OF RCRP FUNDS.

RCRP Funds may be used for direct costs of rehabilitation or adaptive reuse projects designed to address vacant, abandoned, or deteriorated properties in disproportionately impacted rural communities; and necessary, reasonable, and allocable administrative and planning costs, pursuant to 2 C.F.R. § 200.403 and 2 C.F.R. § 200.472. Eligible project costs may include:

- (i) Rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.
- (ii) Costs associated with acquiring and securing legal title of vacant or abandoned properties and other costs to position the property for current or future productive use.
- (iii) Removal and remediation of environmental contaminants or hazards from vacant or abandoned properties, when conducted in compliance with applicable

- environmental laws or regulations.
- (iv) Demolition or deconstruction of vacant or abandoned buildings (including residential, commercial, or industrial buildings) paired with greening or other lot improvements as part of a strategy for neighborhood revitalization.
- (v) Greening or cleanup of vacant lots, as well as other efforts to make vacant lots safer for the surrounding community.
- (vi) Installation of neighborhood features for public use, such as parks, green spaces, recreation facilities, sidewalks, pedestrian safety features like crosswalks, projects that increase access to healthy goods like community gardens, streetlights, neighborhood cleanup, and other projects to revitalize public spaces, to promote physical and mental well-being and promote healthier living environments by allowing for safe and accessible recreation.
- (vii) Conversion of vacant or abandoned properties to affordable housing.
- (viii) Inspection fees and other administrative costs incurred to ensure compliance with applicable environmental laws and regulations for demolition, greening, or other remediation activities.

The Department, in its sole discretion, will determine whether activities and costs associated with the Project are eligible activities and costs under the program, and the Subrecipient is encouraged to consult the Department if there are any questions regarding whether an activity or cost is eligible.

§ 3.03 PROGRAM INCOME.

Program Income is defined in 2 C.F.R. § 200.1 but generally means all gross income directly generated by a supported activity or earned as a result of the RCRP Funds during the Period of Performance, including but not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the Program, the sale of commodities or items fabricated under the Program, license fees and royalties on patents and copyrights, and principal and interest on loans made with the RCRP funds.

Program income will be treated as RCRP Funds and must be deducted from expenditures unless the Department approves in writing the addition of program income to be used for the purposes and under the conditions of the subaward funds, or if the Department approves in writing the use of program income as cost sharing or matching, pursuant to paragraphs (e)(2) and (e)(3) of 2. C.F.R. § 200.307. If the Department issues written approval for either alternative use, all program income in excess of the amounts specified must be deducted from expenditures. When gross income is generated by a Project that is only partially assisted with RCRP Funds, the amount of income considered Program Income will be prorated to reflect the percentage of RCRP Funds used.

The Subrecipient will calculate, document, and record the program income and adhere to policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks, and records.

§ 3.04 DUPLICATION OF FUNDS.

The Subrecipient will avoid a duplication of benefits. A duplication of benefits occurs when the amount of the subaward exceeds the total identified need.

Allowable costs are based on the premise that the Subrecipient has conducted effective maintenance of federal awards; application of sound management practices; and administration of federal funds in a manner consistent with the program objectives and all terms and conditions of the agreement. The Subrecipient will implement robust financial management with a system of internal controls and effective monitoring.

Funds may be, but are not required to be, used in combination with other funding sources for a given project. Funds may not be used for a non-federal cost share or match, where prohibited by other federal programs.

The Subrecipient will be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501 through 7507) and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. The Subrecipient must provide the Department with any and all written communications received by Subrecipient from an auditor related to performance under this agreement.

Treasury's Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR § 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed, or not in accordance with 2 CFR Part 200, Subpart F are not allowable. Refer to 2 CFR Part 200, Subpart E regarding the Cost Principles that apply to use of funds under this program.

§ 3.05 ACCOUNTING FOR RCRP FUNDS; FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT.

A separate bank account for RCRP Funds is not required. The RCRP Funds must be accounted for separately in the books and records of the Subrecipient in such a manner as to, at all times, allow funds tracing and a current status review at all times. The Subrecipient must keep all records concerning RCRP Funds and the Project in a manner that is consistent with Generally Accepted Accounting Principles (GAAP) or another comprehensive basis of accounting pursuant to 2 C.F.R. part 200. The records must support the accumulation of costs as required by the cost principles and must provide adequate documentation to support costs charged to the Program.

All RCRP Funds provided to the Subrecipient will be considered a federal award for purposes of the Federal Funding Accountability and Transparency Act, and related federal requirements.

§ 3.06 UNIFORM ADMINISTRATIVE REQUIREMENTS; INTERNAL CONTROLS.

The Subrecipient is responsible for the efficient and effective administration of the RCRP Funds provided to it under this agreement and agrees to administer the use of RCRP Funds in accordance with this agreement, Treasury's administrative requirements for the Program, the policies of the Department, and all federal and state laws, regulations, and executive orders applicable to the Project. In particular, the Subrecipient agrees to establish internal controls in order to give the Department reasonable assurance that the Project is being carried out in compliance with federal statutes and regulations and the terms and conditions of this agreement.

The Subrecipient agrees to comply with any provisions regarding the protection of personally identifiable information, through cybersecurity and other measures, as required by 2 C.F.R. § 200.303 and 2 C.F.R. § 200.512.

§ 3.07 REVERSION OF ASSETS.

Upon closeout of this agreement, the Subrecipient must transfer to the Department any RCRP Funds on hand and any accounts receivable attributable to the use of RCRP Funds.

§ 3.08 CONFLICT OF INTEREST.

In the procurement of property and services by the Subrecipient, the conflict-of-interest provisions at 2 C.F.R. §§ 200.317 and 200.318 apply. In all cases not governed by 2 C.F.R. §§ 200.317 and 200.318, the provisions at 24 C.F.R. § 92.356 apply.

The conflict-of-interest provisions in this section apply to any person who is an employee, agent, consultant, officer, elected or appointed official, or board member of the Subrecipient ("Covered Person").

No Covered Person may participate in the selection, award, or administration of an agreement supported by RCRP Funds if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the Covered Person, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for an agreement.

No Covered Person may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. *This stipulation must be included in all other contracts and subcontracts related to the Project.*

Organizational conflicts of interest would arise if the Subrecipient were unable or appears to be unable to be impartial in conducting a procurement action involving an organization

because of real or perceived relationships with a parent company, affiliate, or subsidiary organization.

In the event a prohibited conflict of interest arises or may potentially arise, the Subrecipient must inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Program and the effective and efficient administration of the Project.

§ 3.09 CONTRACTORS.

The Subrecipient may use other organizations, agencies, or other entities (including public housing agencies, for-profit entities, and non-profit entities) to carry out eligible activities for the Project. The Subrecipient must require the other entity to:

- (a) make reasonable assurances that it will comply with the requirements of the Program throughout the duration of its contractual obligations;
- (b) demonstrate it has sufficient experience and the ability and financial capacity to undertake, comply, and manage the eligible activities it will perform;
- (c) demonstrate its familiarity with the requirements of other federal, state, or local housing programs that are being used to complete the Project and ensure that it will comply with all applicable requirements and regulations of such programs; and
- (d) enter into an agreement with the Subrecipient that meets the requirements of 24 C.F.R. § 92.504(c).

All provisions of this agreement shall be binding on any contractor of the Subrecipient, and the Subrecipient will remain fully obligated under all provisions of this agreement regardless of who actually performs the eligible activities.

The Subrecipient must review each contractor's registration with the following federal and state entities, including those pertaining to types of business entities (e.g., person, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation):

- (a) System for Awards Management ("SAM"). The Subrecipient will provide evidence that all contractors are not debarred or suspended from receiving federal award funding. Further, the Subrecipient agrees to immediately notify the Department if it or any of its contractors or subcontractors become sanctioned or debarred. Suspension or debarment or the use of suspended or debarred contractors or subcontractors is cause for termination of this agreement.
- (b) Nebraska Secretary of State. The Subrecipient must verify that any contractor of the Subrecipient must be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State and Department of Revenue registration requirements.

- (c) Nebraska Department of Labor. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Subrecipient for its records.

The Subrecipient must verify to the Department that all second-tier contracts are initiated with an entity in good standing with the Nebraska Secretary of State and properly registered with the Nebraska Department of Labor, if applicable. The Subrecipient will submit to the Department all executed contracts and written cost estimates between the Subrecipient and any subrecipient, contractor, developer, vendor, or supplier for the Project. The Subrecipient must submit these records to the Department with payment requests associated with eligible activities for the Project.

§ 3.10 DEBARMENT, SUSPENSION, AND INELIGIBILITY; UNIVERSAL NUMBERING SYSTEM AND REGISTRATION REQUIREMENTS.

By executing this agreement, the Subrecipient certifies, represents, and warrants that the Subrecipient and all contractors or subcontractors to be used by the Subrecipient in performing this agreement are not debarred, suspended, proposed for debarment, placed in ineligibility status, or voluntarily excluded from covered transactions by any federal agency under the provisions of 2 C.F.R. part 180, Executive Order 12549, Executive Order 12689, and 31 C.F.R. part 19.

The Subrecipient agrees to comply with requirements established by the Office of Management and Budget (“OMB”) concerning active registration of a Unique Entity Identifier (“UEI”), with SAM and continued maintenance of such participation and registration during the Period of Performance. The Subrecipient must maintain active SAM.gov registration for the duration of the Period of Performance.

§ 3.11 REPORTING REQUIREMENTS.

The requirements described in this section of the agreement must be followed throughout the Period of Performance. Prior to commencing construction, the Subrecipient must submit to the Department each of the documents listed below:

- Evidence of competitive bidding process;
- Construction contracts;
- Final construction specifications/plans; and
- Permits and insurance certificates necessary for the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party

under the policy. Specifically, the Subrecipient, contractors, and/or developers must maintain Commercial General Liability Insurance and Builders' Risk Insurance during the construction of the Project. The Subrecipient must provide proof of insurance to the Department prior to the start of construction and throughout the Period of Performance.

Throughout the Period of Performance, the Subrecipient must submit to the Department each of the requirements listed below:

- Quarterly progress reports, pertaining to project details, obligation and expenditures, status and accomplishments of the Project, compliance with federal law and state regulations, and programmatic data as required by Treasury. Reports must be submitted on or before the 15th day of the month following the end of the period covered, as described in Table 3.

Table 3. Reporting Timetable	
Reporting Period	Due Date to DED
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

- Deviations from approved budgets or project scope or objectives, as applicable. Requests for approval must be made in writing to the Department. Approval by the Department is required prior to adoption or implementation of any such deviation.

The Subrecipient will comply with closeout procedures as specified by the Department to ensure a timely project closeout, in accordance with 2 C.F.R. §§ 200.344 and 200.345. Upon Project closeout and within 30 days of the Development Deadline, the Subrecipient must submit to the Department each of the following documents listed below for the Project:

- Certificate of Substantial Completion. The Subrecipient must submit verification that the Project has been substantially completed in accordance with Section 504 Standards, signed by the architect, Project engineer, or similarly qualified designer.
- Final Financial Report, which complies with the requirements of 2 C.F.R. § 200.415(e), detailing the final project development costs.

The Department may approve an extension if requested and justified in writing by the Subrecipient. Failure to provide required reports to the Department by the required due dates may result in the Department declaring the Subrecipient to be in substantial breach of this agreement, for which the Department may immediately terminate this agreement and/or require repayment of all funds disbursed to the Subrecipient for the Project.

The closeout of the Project provided under this agreement does not affect the right of the Department or any duly authorized official of the state or federal government to disallow costs and recover funds from the Subrecipient on the basis of a later audit or other review. The obligation of the Subrecipient to return any funds due as a result of an audit is not affected by closeout of this award or termination of this agreement.

PART IV: FEDERAL RESTRICTIONS AND REGULATIONS.

§ 4.01 COMPLIANCE PERIOD; ONGOING REPORTING.

The Project must be used in a manner specified by federal regulation, state statute, and this agreement for a period of not less than twenty (20) years (“**Compliance Period**”) beginning on the date of Project Completion, as prescribed by the Department, and as defined in 24 C.F.R. § 92.2. On an annual basis throughout the Compliance Period, the Subrecipient must submit to the Department the following documents:

- Ongoing Property Standards. The Subrecipient will maintain the Project in compliance with all state and local codes ordinances, and zoning requirements. The Subrecipient will provide access to the Department or its designees for inspections upon request.
- Insurance certificates necessary to maintain the Project, including, at a minimum, insurance coverage for real property or equipment acquired or improved with the RCRP Funds that is equivalent to the insurance it provides for its other property or must ensure that such insurance coverage is provided by the owner of the real property, and that names the Department as an additionally insured party under the policy. Documentation that the Subrecipient has listed the Department as an additional interest to any insurance policy covering the loss of property developed by the Project.

In accordance with 2 C.F.R. part 200, subpart F, all financial documents submitted to the Department must be reviewed by an independent certified public accountant, in accordance with the Statements on Standards for Accounting and Review Services.

The assistance awarded by this agreement must be repaid by the Subrecipient if the Project does not meet the requirements throughout the entire Compliance Period.

Restrictions may terminate upon foreclosure or transfer in lieu of foreclosure; however, the restrictions will be revived according to the original terms if, during the original Compliance Period, the owner of record before the foreclosure or deed in lieu of foreclosure, any entity that includes the former owner, or any entity with whom the former owner has or had familial or business ties obtains an ownership interest in the Project or property.

§ 4.02 ONSITE INSPECTIONS.

The Department and any duly authorized officials of the state and federal government will have full access to and the right to examine, audit, excerpt, and/or transcribe any of the Subrecipient's records pertaining to all matters covered by this agreement and will conduct onsite inspections of the Project and any properties that are the subject of the Project during the Compliance Period.

The Department reserves the right to adopt a more frequent inspection schedule for Projects or properties that have been found to have health and safety violations. Life-threatening health and safety deficiencies must be corrected immediately.

§ 4.03 RISK ASSESSMENT

In accordance with 2 C.F.R. § 200.206 and the U.S. Treasury Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds, the Department has completed a risk assessment on the Subrecipient to determine the level of compliance monitoring required on its program. The Department's risk assessment was based on an evaluation of the financial stability, management of systems and standards, history of performance, audit reports and findings, and ability to effectively implement requirements demonstrated by the Subrecipient and its program. The Department determined the Subrecipient is at the following risk level: Low.

In accordance with 2 C.F.R. § 200.332, the Department will implement appropriate monitoring measures of the Subrecipient's program activities to ensure the subaward funds are used for authorized purposes only and the program goals are achieved. In addition to the monitoring requirements set forth in 2 C.F.R. § 200.332, additional monitoring requirements will be imposed by the Department at its discretion, which may include periodic meetings and communications exchanged between the Department and the Subrecipient. The Department may review the Subrecipient's reports as outlined in Part IV and require the Subrecipient upon reasonable notice to submit to a desktop review, audit review, or onsite inspection. The Department may request additional information as required.

§ 4.04 SIGNIFICANT DEVELOPMENTS.

When the Department monitors the overall performance of the Subrecipient to ensure the goals and objectives of the award are achieved, the Subrecipient must take corrective action on all significant developments that negatively affect the award. Significant developments include Single Audit findings related to the award, other audit findings, site visits, and written notifications from a Subrecipient of adverse conditions which will impact their ability to meet the milestones or the objectives of the award. When significant developments negatively impact the award, the Subrecipient must provide the

Department with information on their plan for corrective action and any assistance needed to resolve the situation.

§ 4.05 NOTIFICATION OF ANNUAL AUDIT; SINGLE AUDIT.

All recipients and subrecipients of federal funds must submit a Notification of Annual Audit (NAA) to track all federal expenditures if the total amount of federal expenditures from all sources meets or exceeds \$750,000 during the fiscal year. The Department will notify the Subrecipient of the requirement to submit an NAA if this expenditure threshold has been met. If required, the Subrecipient must provide to the Department the Subrecipient's fiscal year-end date, all sources and dollar amounts of all applicable federal expenditures including, but not limited to, all grants and grant numbers received from the Department, information about whether the Subrecipient must submit a Single Audit and contact information for the person responsible for the audit. The NAA is required no later than 60 days following the end of the Subrecipient's fiscal year.

If applicable and as specified in the NAA, the Subrecipient is required to submit a Single Audit within the earlier of 30 days of receipt of the auditor's report(s) or nine months after the end of the audit period. The Single Audit report must be completed in accordance with 2 C.F.R. part 200, subpart F.

§ 4.06 RECORDS AND RECORDKEEPING.

After Project completion, the Subrecipient must establish and maintain sufficient records to assist the Department in meeting its recordkeeping and reporting requirements:

1. A full description of the Project assisted with RCRP Funds, including the location and form of assistance provided;
2. The source and application of RCRP Funds for the Project, including supporting documentation, in accordance with 2 C.F.R. §§ 200.333 through 200.337, and records to document the eligibility and the allowability of the project costs, including documentation of the actual RCRP-eligible development costs;
3. Records (e.g., inspection reports) demonstrating that the Project or property meets the required property standards at project completion and at all times throughout the Compliance Period;
4. Records demonstrating that a site and neighborhood standards review was conducted and that the site meets all requirements;
5. Records of all written agreements entered into regarding the Project demonstrating compliance with the requirements of written agreements;
6. All financial records relating to the Project, including deposits, payments, balances, and supporting documentation for expenses; and
7. Any other records reasonably required by the Department to meet its recordkeeping and reporting requirements.

All records pertaining to each fiscal year must be retained in a secure location for the most recent 5-year period and for five (5) years after the Compliance Period terminates. Written agreements must be retained for five (5) years after the agreement terminates, and records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and/or all persons whose property was acquired for the Project have received the final payment to which they are entitled.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues that arise from it, or until the end of the required period, whichever is later.

Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records must be collected, transmitted, and stored in open and machine-readable formats.

The Subrecipient will provide or make available such records to the Department and Treasury upon request, and to the Government Accountability Office (“GAO”), the Treasury Office of Inspector General (“OIG”), the Pandemic Relief Accountability Committee (“PRAC”), the Nebraska Auditor of Public Accounts, and their authorized representatives in order to conduct audits or other investigations.

§ 4.07 MANDATORY DISCLOSURES; WHISTLEBLOWER PROTECTIONS; ANTI-LOBBYING.

The Subrecipient must immediately disclose to the Department, Treasury, or other appropriate authorities (with a copy to the Department) whenever there is credible evidence of the commission of federal law, conflict of interest, bribery, or gratuity violations under Title 18 of the False Claims Act. Disclosure must be made in writing to the federal agency, the agency’s Office of Inspector General, and the Department, as the pass-through entity. This requirement includes any activity or subaward in connection with the RCRP award, pursuant to 2 C.F.R. § 200.113.

An employee of the Subrecipient must not be discharged, demoted, or otherwise discriminated against for disclosing information that the employee reasonably believes is fraud, waste, or abuse, a danger to the public, or a violation of the law or contract, in accordance with 2 C.F.R. § 200.217.

To the best of the Subrecipient’s knowledge and belief, no federally appropriated funds have been paid or will be paid by or on behalf of the Subrecipient to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, the Subrecipient must complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

PART V: GOVERNING PROVISIONS.

The Subrecipient agrees to comply with the administrative requirements for the Program established by the Department and Treasury, with the provisions of the Department's Administration Manual, and with all federal and state laws, regulations, and executive orders applicable to the Project, as now in effect and as such law may be amended, during the term of this agreement including, but not limited to:

§ 5.01 PROGRAMMATIC PROVISIONS.

1. Title VI of the Social Security Act (42 U.S.C. 801 §§ 602 and 603), as added by section 9901 of the American Rescue Plan Act of 2021 (Pub. L. 117-2), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803, respectively;
2. Pandemic Relief Programs, as amended (31 C.F.R. part 35);
3. Universal Identifier and System for Award Management (SAM), as amended, (2 C.F.R. Part 25);
4. Reporting Subaward and Executive Compensation Information, as amended, (2 C.F.R. Part 170);
5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as amended (2 C.F.R. Part 200);
6. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601 et seq.) and implementing regulation at 24 C.F.R. § 92.353;
7. Federal Funding Accountability and Transparency Act of 2006 (Pub. L 109-282) and implementing regulation at 31 U.S.C. § 6101;
8. Section 254(6) of Legislative Bill 1412, Provide, Change, and Eliminate Appropriations for Operation of State Government, Postsecondary Education, State Aid, Capital Construction, and Federal Funds Allocated to the State of Nebraska from the Federal American Rescue Plan Act of 2021;

§ 5.02 LABOR STANDARDS AND PROVISIONS.

9. Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 203);
10. Title I of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12111 et seq.);

11. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement) (2 C.F.R. part 180), and implementing regulation at 31 C.F.R. part 19;
12. Section 2 of the June 13, 1934 Copeland Act, known as the Copeland “Anti-Kickback” Act, as amended (40 U.S.C. § 3145) and implementing regulation at 29 C.F.R. part 3;
13. Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701 et seq.) and implementing regulation at 29 C.F.R. part 5;
14. Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101 et seq.), and implementing regulations at 2 C.F.R. part 182 and 31 C.F.R. part 20;
15. Never Contract with the Enemy, as amended (2 C.F.R. Part 183);
16. Executive Order 12549, Debarment and Suspension;
17. Executive Order 12689, Debarment and Suspension;
18. Executive Order 13665, Non-Retaliation for Disclosure of Compensation Information, as amended;
19. Nebraska Fair Employment Practices Act (Neb. Rev. St. §§ 48-1102 et seq.);
20. Contractor Registration Act (Neb. Rev. St. §§ 48-2101 et seq.);
21. State Procurement Act (Neb. Rev. St. §§ 73-802 et seq.);
22. Foreign Adversary Contracting Prohibition Act (Neb. Rev. St. §§ 73-901 et seq.);
23. Pacific Conflict Stress Test Act (Neb. Rev. St. §§ 81-831 et seq.);

§ 5.03 ENVIRONMENTAL PROVISIONS.

24. Clean Air Act, as amended (42 U.S.C. §§ 7401 et seq.);
25. Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq.);
26. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. § 6962), and implementing regulation at 2 C.F.R. § 200.323;
27. Executive Order 14057, Executive Order on Catalyzing Clean Energy Industries and Jobs through Federal Sustainability;

§ 5.04 CIVIL RIGHTS AND EQUAL OPPORTUNITY PROVISIONS.

28. Equal Employment Opportunity Act of 1972, Section VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e through 2000e-8;
29. Obligations of Contractors and Subcontractors, as amended (41 C.F.R. Chapter 60-1);
30. Vietnam Era Veterans’ Readjustment Assistance Act of 1974, as amended, 38 U.S.C. § 4212, and the Jobs for Veterans Act of 2002, as amended, 38 U.S.C. § 4215(a);
31. Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), known as the E-Verify Program; and Neb. Rev. St. §§ 4-106 through 4-114;

32. Executive Order 11625, Prescribing Additional Arrangements for Developing and Coordinating a National Program for Minority Business Enterprise; Executive Order 12432, Minority Business Enterprise Development; Executive Order 12138, Creating a National Women's Business Enterprise Policy; Executive Order 13170, Increasing Opportunities and Access for Disadvantaged Businesses;
33. Executive Order 11246, Equal Employment Opportunity; Executive Order 11375, Amending Executive Order No. 11246, Relating to Equal Employment Opportunity; Executive Order 12007, Presidential Advisory Committees;
34. Executive Order 11478, Equal Opportunity in the Federal Government;
35. Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity;
36. Executive Order 12107, Relating to the Civil Service Commission and labor-management in the Federal Service; Executive Order 12126, Correction to Executive Order 12107;
37. Executive Order 12608, Elimination of Unnecessary Executive Orders and Technical Amendments to Others;
38. Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, as amended;
39. Executive Order 13985, On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

§ 5.05 FAIR HOUSING STANDARDS AND PROVISIONS.

40. Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act), as amended (42 U.S.C. §§ 3601 et seq.);
41. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d-1 through 2000d-7), and 31 C.F.R. part 22;
42. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);
43. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d);
44. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12131 et seq.);
45. Title III of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12181 et seq.);
46. Architectural Barriers Act of 1968, as amended (42 U.S.C §§ 4151 et seq.);
47. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 through 6107), and implementing regulation at 31 C.F.R. part 23;
48. Executive Order 12898; Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; Executive 14096, Revitalizing our Nation's Commitment to Environmental Justice for All;
49. Executive Order 13217, Community Based Alternatives for Individuals with Disabilities;
50. Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation;

51. Executive Order 14091, Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government;

§ 5.06 OTHER PROVISIONS.

52. Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352), New Restrictions on Lobbying (31 C.F.R. part 21), and related acts and requirements;
53. Hatch Act of 1939 (5 U.S.C. §§ 7321 et seq.), and specific regulations for state or local employees (5 U.S.C. §§ 1501 et seq.);
54. False Claims Act (FCA), as amended (31 U.S.C. §§ 3729 et seq.);
55. Memorandum M-20-21, Implementation Guidance for Supplemental Funding Provided in Response to the Coronavirus Disease 2019 (COVID-19);
56. Memorandum M-21-20, Promoting Public Trust in the Federal Government through Effective Implementation of the American Rescue Plan Act and Stewardship of the Taxpayer Resources;
57. Generally applicable federal environmental laws and regulations;
58. Any and all federal laws and regulations that apply if federal funds are used in conjunction with other federal funding sources; and
59. All applicable state laws, ordinances, rules, regulations, and statutes established by the State of Nebraska and its respective political subdivisions, that are relevant to the activities carried out by the Subrecipient set forth in this agreement.

PART VI: ENFORCEMENT AND TERMINATION.

§ 6.01 EARLY TERMINATION OF AGREEMENT.

The Department may terminate this agreement for any reason upon sixty (60) days written notice to the Subrecipient. This agreement may also be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. In the event of mutual termination, the parties must agree on the termination conditions, including the effective date and the portion to be terminated.

The Subrecipient may not incur new obligations after the effective date of termination and must cancel as many outstanding obligations as possible. The Department will make funds available to the Subrecipient to pay for eligible expenses incurred before the effective date of termination.

§ 6.02 SUSPENSION OR TERMINATION OF AGREEMENT FOR MATERIAL BREACH.

In the event of a material breach (other than a breach arising from termination of the Project before completion) of the terms of this agreement by the Subrecipient, the Department may take the following actions:

- (a) Suspend the agreement, withhold further payments, and prohibit the Subrecipient from incurring additional obligations pending corrective action by the Subrecipient; or
- (b) Terminate the agreement, in whole or in part, at any time before Project completion. The Department will notify the Subrecipient in writing of the determination of, the reasons for, and the effective date of the termination. Payments made to the Subrecipient or recoveries by the Department will be in accordance with the legal rights and liabilities of the parties. The Subrecipient will return all unencumbered funds to the Department, and any costs previously paid which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present RCRP Funds or deducted from future awards to the Subrecipient, if any.

§ 6.03 TERMINATION OF AGREEMENT DUE TO TERMINATION OF THE PROJECT BEFORE COMPLETION.

If the Project is terminated before completion, either voluntarily or otherwise, any activities relating to the Project become ineligible, and any RCRP Funds invested in the Project must be repaid to the Department.

§ 6.04 TERMINATION DUE TO LOSS OF FUNDING TO THE DEPARTMENT.

This agreement will terminate in full, or in part, at the discretion of the Department, in the event the Department suffers a loss of the funding or a termination of the funding source which permits it to fund the Subrecipient.

In such an event, the Department will provide the Subrecipient written notice setting forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

§ 6.05 NON-WAIVER/WAIVER IN WRITING.

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any

rights under this agreement. No conditions or provisions of this agreement can be waived unless approved by the Department in writing.

§ 6.06 FORCE MAJEURE.

Neither party will be liable for any costs or damages resulting from its inability to perform any of its obligations under the agreement due to a natural disaster or other similar event outside the control of and not the fault of the affected party (“Force Majeure Event”).

A Force Majeure Event will not constitute a breach of the agreement. The party so affected will immediately give notice to the other party of the Force Majeure Event. The Department may grant relief from performance of the agreement if the Subrecipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief will rest upon the Subrecipient. To obtain relief based on a Force Majeure Event, the Subrecipient will file a written request for such relief with the Department.

Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the agreement.

§ 6.07 FALSE STATEMENTS.

The Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

§ 6.08 REMEDIATION AND RECOUPMENT.

Any funds paid to the Subrecipient that are (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this Award; (2) determined by the Treasury Office of Inspector General to have been misused; or (3) determined by Treasury to be subject to repayment obligation, pursuant to section 603(e) of the Social Security Act and 31 C.F.R. §§ 35.6(b)(3)(ii)(A)(5), and have not been repaid by the Subrecipient, will constitute a debt to the federal government.

Any debts determined to be owed to the federal government must be paid by the Subrecipient within 120 calendars days of deemed receipt of the notice of recoupment, unless a request for reconsideration has been submitted, pursuant to 31 C.F.R. § 35.10. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial notice of recoupment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt. Treasury will undertake any actions available to it to collect such a debt.

§ 6.09 TERMINATION, NONCOMPLIANCE, AND CORRECTIVE ACTION

In accordance with 2 C.F.R. §§ 200.208 and 200.339, if the Department learns of a deficiency or the Subrecipient's noncompliance with the agreement, the Department will complete a report review, desktop review, onsite review, audit review, procedures review, or take other measures to determine if any corrective actions may be required or allowed. The Department may adjust the conditions of this agreement if the Department determines that the Subrecipient is not in compliance.

The Department will notify the Subrecipient in writing of their noncompliant action(s), the nature of corrective action plan, if any, and the time allowed for completing the action(s), if applicable. The Department will have all remedies available under state or federal law. The Department, at its sole discretion, may impose sanctions without first requiring or allowing a corrective action plan.

The Department may reevaluate the Subrecipient's risk assessment and adjust the agreement conditions, in accordance with 2 C.F.R. §§ 200.206 and 200.211. The Department may also impose additional agreement conditions with respect to additional reporting, monitoring, assistance, documentation, or any other such conditions as needed.

The Subrecipient's cost resulting from obligations incurred during a suspension of after termination of this agreement are not allowable, unless the Department expressly authorizes them in the notice of suspension or termination, or subsequently.

Within thirty (30) calendar days of deemed delivery or written notice by the Department, the Subrecipient, in the Event of Default, must have corrected, or have commenced and is diligently pursuing corrective action to the Department's satisfaction, any material failure to comply with the term of the agreement, unless such corrective action is not practicable within thirty (30) days in which case the Department may extend the corrective action period by up to sixty (60) days.

PART VII: SUPPLEMENTAL TERMS AND CONDITIONS.

§ 7.01 DESIGNATION OF OFFICIALS TO EXECUTE AGREEMENT AND AMENDMENTS.

The Director of the Department or their designee is the official authorized to execute this agreement and any amendments to this agreement on behalf of the Department.

The Chief Elected Official (if the Subrecipient is a unit of general local government) or the Chief Executive Officer (if the Subrecipient is not a government entity) of the Subrecipient is the official authorized individual to execute this agreement and any amendments to this agreement on behalf of the Subrecipient. By signing this agreement, the Subrecipient

certifies that it possesses the legal authority to accept RCRP Funds under the Program and to carry out the Project.

Either party may request amendments to this agreement; however, amendments will not take effect until mutually agreed to in writing by both parties.

§ 7.02 NOTICE.

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be sent and received via email. All notices, requests, or communications shall be deemed effective upon delivery to the receiver's email address (inbox, spam, etc.). If Subrecipient is unable to access email, contact the Program Manager for an alternative communication method.

§ 7.03 VERIFICATION OF WORK ELIGIBILITY STATUS FOR NEW EMPLOYEES.

The Subrecipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this agreement. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. § 1324a), commonly known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Subrecipient in performing this agreement. The Subrecipient will be responsible to the Department for enforcing this requirement with its subcontractors.

A failure by the Subrecipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, will be deemed a substantial breach of this agreement which could result in the Department declaring the Subrecipient to be in default on the agreement.

§ 7.04 NOTIFICATION OF PROJECT STAFF CHANGES.

The Subrecipient must make reasonable efforts to keep the Department informed of changes in the Subrecipient's staff that relate to the Project such as the addition or

departure of key persons. This includes but is not limited to the Primary Contact and other Authorized Officials for the agreement.

§ 7.05 RELATIONSHIP OF THE PARTIES; STATE NON-LIABILITY; HOLD HARMLESS.

Nothing in this agreement should be construed in any manner as creating or establishing the relationship of partners between the parties, nor will either party have the right, power, or authority to create any obligations or duty, express or implied, on behalf of the other party.

Any and all claims, demands, and actions based upon or arising out of any services performed by the Subrecipient or its associates, employees, contractors, or subcontractors, (including, but not limited to, claims of discrimination) against the Subrecipient, its officers, or its agents will in no way be the responsibility of the State of Nebraska or the Department. The Subrecipient will hold the State of Nebraska and the Department harmless from any and all such claims.

§ 7.06 INTELLECTUAL PROPERTY.

If the Project results in any copyrightable material or inventions, the Department and/or State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.

§ 7.07 INFORMATION SHARING; PROJECT PUBLICITY.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Subrecipient must inform the Department. Notice of at least 14 business days will be given to the Department for all news or media releases, or notice will be given as soon as practicable. The media will include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement. The Subrecipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Subrecipient prior to releasing information about the Project.

The Subrecipient will provide the Department with before and after photographs of the Project, whenever possible, and agrees to obtain written consent from the occupants, when appropriate and necessary.

§ 7.08 DEPARTMENT PARTICIPATION; EVENTS.

The Subrecipient will provide the Department with notice and access to all events and activities that arise from the Project or Project activities and the use of the Program Funds, including but not limited to groundbreaking, ribbon cutting, and open house events. Notice of at least 14 business days will be given to the Department for all events and activities. Access to events and activities will include admission free of charge for at least three Department representatives. The event must include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement, including on event signage, printed or online materials, and other marketing materials. The Subrecipient agrees to allow Department staff to participate in the event including, but not limited to, presentation, prepared remarks, and photography.

§ 7.09 WAIVERS; ASSIGNMENT OF INTEREST; BINDING EFFECT.

No conditions or provisions of this agreement can be waived unless approved by the Department in writing. The Subrecipient may not assign or transfer any interest in this agreement without the written consent of the Department.

The Subrecipient will not subcontract any of their duties or obligations under this agreement without the express written consent of the Department.

If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this agreement.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

§ 7.10 GOVERNING LAW; COUNTERPARTS; ENTIRE AGREEMENT.

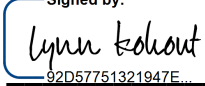
The agreement will be governed by; construed according to the laws and regulations of; and subject to the jurisdiction of, the State of Nebraska.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement and any attachments, the approved Application, and those items incorporated by reference, or statutes or regulations referenced herein contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein are not binding upon the parties.

PART VIII: ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this agreement, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT Signed by: By:  92D57751321947E... (Director or Designee) Lynn Kohout (Typed or Printed Name) Director of Housing (Title) 12/3/2024 (Date)	SUBRECIPIENT → City of Franklin Signed by: By:  35242A12113A4E2... (Authorized Individual) Margaret Siel (Typed or Printed Name) Mayor (Title) 12/2/2024 (Date)
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DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«Margaret Siel- » «Mayor »
«City of Franklin, Nebraska »
«619 15th Avenue »
«Franklin, NE 68939 »

and the Contractor:
(Name, legal status, address and other information)

« » « »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«City of Franklin Downtown Apartments & Commercial Project »
«a/k/a The Marcellus Building Project »
«Franklin, NE
Re-development of a 10,000 square foot building in Downtown Franklin, NE into eight
apartments and commercial space, along with green space and parking. »

The Architect:
(Name, legal status, address and other information)

«Trevor L. Hull » «Principal- »
«Erickson Sullivan Architects & Associates, LLC »
«110 S. 14th Street, Suite 200 »
«Lincoln, NE 68508 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☐ [« »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[«X »] By the following date: «December 31, 2026 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

« »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «5th » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty five » («45 ») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«10% »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«General Requirements, Rebar Package, and Lumber Materials »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

«Margaret Siel, Mayor- »

«City of Franklin, Nebraska »

«619 15th Avenue »

«Franklin, NE 68939 »

« »

« »

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

- .5 Drawings

Number	Title	Date
G000	Title Page	February 10, 2025
G001	Code Analysis	February 10, 2025
G002	Typical Details	February 10, 2025
C100	General Information	February 10, 2025
C101	Demolition Plan	February 10, 2025
C102	Layout Plan	February 10, 2025
C103	Grading Plan	February 10, 2025
C104	Utility Plan	February 10, 2025
C200	Miscellaneous Details	February 10, 2025
C201	Miscellaneous Details	February 10, 2025
C202	Miscellaneous Details	February 10, 2025
C203	Miscellaneous Details	February 10, 2025
L100	Landscape Plan and Schedule	February 10, 2025
L101	Landscape Note and Details	February 10, 2025
AD101	First Floor Demolition Plan	February 10, 2025
AD102	Second Floor Demolition Plan	February 10, 2025
A100	Basement Floor Plan	February 10, 2025

A101	First Floor Plan	February 10, 2025
A102	Second Floor Plan	February 10, 2025
A110	First Floor Reflected Ceiling Plan	February 10, 2025
A111	Second Floor Reflected Ceiling Plan	February 10, 2025
A191	Roof Plan	February 10, 2025
A201	Elevations	February 10, 2025
A202	Elevations	February 10, 2025
A301	Building Sections	February 10, 2025
A302	Building Sections	February 10, 2025
A401	Enlarged Floor Plans – Stair 1	February 10, 2025
A402	Enlarged Floor Plans – Stair 2	February 10, 2025
A501	Details	February 10, 2025
A601	Door and Window Schedule	February 10, 2025
A701	Interior Finish Plan and Schedule	February 10, 2025
S000	General Notes & Typical Details	February 10, 2025
S001	Typical Details	February 10, 2025
SD101	First Floor Demo Plan	February 10, 2025
SD102	Second Floor Framing Demo Plan	February 10, 2025
SD103	Second Floor Ceiling Demo Plan	February 10, 2025
SD104	Roof Framing Demo Plan	February 10, 2025
S101	First Floor Framing Plan	February 10, 2025
S102	Second Floor Framing Plan	February 10, 2025
S103	Second Floor Ceiling Framing Plan	February 10, 2025
S104	Roof Framing Plan	February 10, 2025
S200	Details	February 10, 2025
S201	Details	February 10, 2025
M101	Mechanical Plan Level 1	February 10, 2025
M102	Mechanical Plan Level 2	February 10, 2025
FS101	Level 1 Fire Sprinkler Plan	February 10, 2025
P101	Waste & Vent Plan Level 1	February 10, 2025
P102	Waste & Vent Plan Level 2	February 10, 2025
P103	Waste & Vent Riser Diagram	February 10, 2025
P201	Domestic Water Plan Level 1	February 10, 2025
P202	Domestic Water Plan Level 2	February 10, 2025
P301	Waste & Vent Riser Diagram	February 10, 2025
P401	Plumbing Schedules & Details	February 10, 2025
E100	Basement and Roof Electrical Plan	February 10, 2025

E101	Level 1 Electrical Plan	February 10, 2025
E102	Level 2 Electrical Plan	February 10, 2025
E300	Electrical Details and Schedules	February 10, 2025

.6 Specifications

Section	Title	Date	Pages
-000107	Project Directory	February 10, 2025	2
000110	Table of Contents	February 10, 2025	4
000115	Index of Drawing Sheets	February 10, 2025	2
001000	Notice to Bidders	February 10, 2025	2
004000	Bid Proposal Form	February 10, 2025	4
005214	General Conditions of the Contract	February 10, 2025	2
007313	Supplementary Conditions	February 10, 2025	
010000	General Requirements	February 10, 2025	14
011000	Summary	February 10, 2025	10
024116	Selective Demolition	February 10, 2025	4
033000	Cast-In-Place Concrete	February 10, 2025	10
040503	Masonry Mortar and Grouting	February 10, 2025	4
051200	Structural Steel	February 10, 2025	6
055000	Metal Fabrications	February 10, 2025	4
061000	Rough Carpentry	February 10, 2025	6
061715	Engineered Structural Wood	February 10, 2025	4
062000	Finish Carpentry	February 10, 2025	6
072100	Thermal Insulation	February 10, 2025	4
072600	Crawl Space Liner	February 10, 2025	2
076200	Sheet Metal Flashing and Trim	February 10, 2025	4
077210	Roof Hatches and Ladders	February 10, 2025	4
078400	Firestopping	February 10, 2025	4
079000	Joint Sealers	February 10, 2025	4
081113	Hollow Metal Frames	February 10, 2025	4
081400	Wood Doors	February 10, 2025	2

087100	Door Hardware	2025 February 10, 2025	18
088000	Glazing	February 10, 2025	4
092116	Gypsum Board Assemblies	February 10, 2025	4
095113	Acoustical Panel Ceilings	February 10, 2025	4
096500	Resilient Flooring	February 10, 2025	4
096723	Resinous Flooring	February 10, 2025	6
096800	Carpeting	February 10, 2025	4
097750	Fiberglass Reinforced Plastic Wall Panels	February 10, 2025	2
099000	Painting and Coating	February 10, 2025	4
102800	Toilet Bath and Laundry Accessories	February 10, 2025	2
105230	Fire Extinguishers and Cabinets	February 10, 2025	2
122000	Window Treatments	February 10, 2025	2
211316	Basic Plumbing Requirements	February 10, 2025	2
220511	Basic Plumbing Requirements	February 10, 2025	8
220529	Supports and Anchors	February 10, 2025	4
220719	Piping Insulation	February 10, 2025	2
221000	Plumbing Piping	February 10, 2025	4
224216	Plumbing Fixtures	February 10, 2025	12
230511	Basic Mechanical Requirements	February 10, 2025	2
230529	Supports and Anchors	February 10, 2025	4
230553	Identification	February 10, 2025	4
230593	Testing, Adjusting, and Balancing	February 10, 2025	2
230713	Ductwork Insulation	February 10, 2025	6
233113	Ductwork	February 10, 2025	12
233000	Ductwork Accessories	February 10, 2025	6
260511	Basic Electrical Requirements	February 10, 2025	8
260519	Conductors and Cables	February 10, 2025	6
260526	Grounding and Bonding	February 10, 2025	8

<u>260529</u>	<u>Supporting Devices</u>	<u>February 10, 2025</u>	<u>8</u>
<u>260533</u>	<u>Conduit</u>	<u>February 10, 2025</u>	<u>12</u>
<u>260534</u>	<u>Boxes</u>	<u>February 10, 2025</u>	<u>12</u>
<u>262416</u>	<u>Panelboards</u>	<u>February 10, 2025</u>	<u>8</u>
<u>262726</u>	<u>Wiring Devices</u>	<u>February 10, 2025</u>	<u>12</u>
<u>262816</u>	<u>Disconnect Switches</u>	<u>February 10, 2025</u>	<u>12</u>

.7 Addenda, if any:

Number	Date	Pages
<u>1</u>	<u>February 25, 2025</u>	<u>6</u>
<u>2</u>	<u>February 26, 2025</u>	<u>11</u>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☐] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Margaret Siel »«Mayor »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)



**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT
NEBRASKA AFFORDABLE HOUSING TRUST FUND PROGRAM
(Regarding Rental Housing Project: City of Franklin Rental Conversion)
CONTRACT NO. 24-TFRH-34017**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Franklin, a Unit of Local Government, 619 15th Avenue, Franklin, Nebraska 68939 ("Recipient"), upon the date of signature by both parties.

RECITALS:

A. Pursuant to the Nebraska Affordable Housing Act ("Act"), the Department is directed to administer the Nebraska Affordable Housing Trust Fund ("Trust Fund") and make the funds ("Trust Funds") on deposit therein available to qualified recipients.

B. The Department has been designated and empowered to receive, administer, and disburse Trust Funds to achieve an adequate supply of affordable housing for low-to-moderate income Nebraskans. The Department's and the Recipient's use of Trust Funds is governed by the Act; the Rules and Regulations Concerning the Administration of the Nebraska Affordable Housing Act, Title 86, Nebraska Administrative Code, Chapter 5 ("Rules"); and the Nebraska Affordable Housing Trust Fund Application Guidelines ("Guidelines") published by the Department. The Act, Rules, and Guidelines are incorporated herein by this reference (collectively referred to as the "Program").

C. The Recipient has submitted an application ("Application") to the Department setting forth a project to provide affordable housing units for low-to-moderate income Nebraskans using Trust Funds. The Application has been approved and is incorporated herein by this reference. Approval of the Application does not constitute incorporation of all statements and proposals in the Application.

The project consists of the conversion of the downtown "Marcellus Building" into rental housing units located, or to be located, in Franklin, Nebraska (the "Project"). The units and the project requirements are further described in the Application and in Table 1 found on the next page of this contract.

The Project will be located at:

- 613 15th Avenue in Franklin, Nebraska with a legal description of 0 0 20 LOTS 30-31; S 23.5' Lot 32; BLK. 3 ORIGINAL TOWN; FR. BLOOMINGTON.
- Of the eight (08) total units in the Project, five (05) will be designated as Trust Fund-assisted units. All units are to be located at the Franklin, Nebraska site, and the five (05) Trust Fund-assisted units are to be constructed as and remain for the Period of Affordability of 10 of years.

D. The Project housing units are to be owned by the Recipient, by other persons or entities authorized by the Department, or by some combination of the Recipient and other persons or entities (in any case, herein the "Owner"). The Recipient and the Owner will be using various financing sources, including a disbursement from the Department to the Recipient, pursuant to

this contract which will in turn be loaned or otherwise transferred to the Owner for use in the Project.

All percentage references in this table, e.g., 60%, include the implied phrase "at or below" prior to the % and the implied phrase "of the area median income per the most recent HUD income limits" after the %.

Table 1. of Project Requirements (for rental units project)	
Requirement Descriptions	Data/Comment
Total number of units in the Project→	08
Total number of NAHTF-assisted units→	05
Number of NAHTF units 120% →	05
1-bedroom units at NAHTF 120%	02
2-bedroom units at NAHTF 120%	03
3-bedroom units at NAHTF 120%	00
4-bedroom units at NAHTF 120%	00
Number of NAHTF units 100% →	00
1-bedroom units at NAHTF 100%	00
2-bedroom units at NAHTF 100%	00
3-bedroom units at NAHTF 100%	00
4-bedroom units at NAHTF 100%	00
Number of NAHTF units 80% →	00
1-bedroom units at NAHTF 80%	00
2-bedroom units at NAHTF 80%	00
3-bedroom units at NAHTF 80%	00
4-bedroom units at NAHTF 80%	00
Unit Restrictions	
Period of Affordability→	☐ 5 Years ☒ 10 Years
Are the NAHTF-assisted units "fixed" or "floating"?→	☐ Fixed Units ☒ Floating Units
Categories of renters to be served→	☒ No restrictions ☐ Elderly aged 62 and older ☐ Elderly aged 55 and older ☐ Persons w/ disabilities (particulars below*) ☐ 'Other' (particulars below*) [Reserved]
*Particulars as to persons w/disabilities or as to 'Other' category→ Not applicable.	

AGREEMENT:

Premised on the RECITALS above and in consideration of the mutual promises and understandings of the parties set forth below, the parties agree as follows:

PART I: TERMS AND CONDITIONS.

§ 1.01 AMOUNT OF FUNDS; CONDITIONAL NATURE OF THE AWARD.

The Department will disburse Trust Funds to the Recipient in a total amount not to exceed Eight Hundred Nine Thousand Eight Hundred Dollars (\$809,800).

The Trust Funds are a **conditional** award and must be used by the Recipient to carry out the Project. The conditions attached to the award generally include compliance with all the terms and conditions of this contract and more particularly include monitoring and enforcing:

- (a) the occupancy eligibility requirements (including income eligibility), and
- (b) The affordability restrictions (including rent restrictions) required under the Program.

The Recipient will be held responsible for full repayment of the conditional award to the Department unless and until unconditional award status is achieved. The award will be declared unconditional if and when all conditions are satisfied. If the Recipient is required to repay all or any portion of the conditional award to the Department, the Recipient may pursue reimbursement of such funds (the funds repaid to the Department) from the Owner through enforcement of whatever contractual arrangements for repayment the Recipient may have. This may include, but is not limited to: promissory notes, attendant collateral lien instruments, land use restriction agreements, deed restrictions, or any combination of one or more of the above. The Recipient is solely responsible for securing its position with respect to the Owner and the real estate involved in the Project.

§ 1.02 TIME OF PERFORMANCE.

The time of performance under this contract will be from September 17, 2024 to April 30, 2027 ("Time of Performance"); therefore, the termination date of this contract will be April 30, 2027 ("Termination Date"). All Project activities must be completed by the Termination Date; however, this contract will continue in effect until the Period of Affordability for the Project is complete and all related requirements are fulfilled.

§ 1.03 MANNER OF DISBURSEMENT TO RECIPIENT

Trust Funds will be disbursed upon request by the Recipient, which will be in the form and manner prescribed by the Department and the NAHTF program, and in compliance with the approved project budget.

The Recipient may not request disbursement of Trust Funds until the funds are needed for the payment of eligible costs and the amount of disbursement requested must be limited to the amount needed. **All** payment requests must be supported by documentation as required by the Department, including but not limited to source documentation and proof of payment. All administrative and fiscal requirements for drawing Trust Funds will be the responsibility of the Recipient.

At a minimum, Recipient must submit at least one (1) payment request every three (3) months and may not submit subsequent requests until the reimbursement of the previous payment request has been deposited into Recipient's bank account. All payment requests for awarded NAHTF must be submitted to the Department within the contract period. Trust Funds not requested within this time period may be de-obligated from the contract by the Department.

All cash matching expenditures must be expended by the Recipient during the contract period and must be expended, at a minimum, in proportion to the Trust Fund-assisted project costs expended within the budget line item of the contract budget.

All currently available Trust Funds within the Project must be used before the Recipient may submit their next payment request for additional Trust Funds from the Department.

The final 10% of Trust Funds may not be requested until all of the following are submitted to the Department:

- (a) A Certificate of Occupancy.
- (b) A Cost Certification.

(c) Certification of Compliance Form, documenting that the newly constructed housing units, as built, meet the plans and specifications as approved by the Nebraska Department of Environment & Energy and comply with the most recent version of the International Energy Conservation Code.

(d) Rental Per Unit Beneficiary Reports.

§ 1.04 USE OF TRUST FUNDS.

The Trust Funds awarded to the Recipient must be used for the Project, which is more particularly described in the Application and in Paragraph C of the RECITALS. The Trust Funds may only be used for the stated and approved purposes set forth in the Application and this contract. Trust Funds are not eligible to be invested in properties located within the 100-year floodplain.

Release of Funds is the award stage in which funds may be released to the Recipient for reimbursement of eligible expenses. The only expenses that can be incurred prior to a Release of Funds are general administration expenses related to staff expense for completion of Special Conditions items.

A Release of Funds will not be approved if there are any unresolved audit findings relating to a past award which remain unresolved beyond the normal period or are deemed to be extreme misconduct.

§ 1.05 INCORPORATION OF RECITALS.

All provisions of the RECITALS above are incorporated as agreed provisions of the contract.

PART II: SPECIAL CONDITIONS FOR RELEASE OF FUNDS.

Funding of the amount stipulated in § 1.01 will not occur until the following Special Conditions for Release of Funds are met. These special conditions items will be uploaded to the AmpliFund grant management system and must be satisfactorily completed and submitted to the Department for review no later than December 31, 2024. The Department reserves the right to cancel the contract if these special conditions are not submitted within this specified time frame.

§ 2.01 GRANTEE INFORMATION FORM.

The Recipient must complete a NAHTF Program Grantee Information form.

§ 2.02 AUTHORIZATION TO REQUEST FUNDS.

The Recipient must complete a NAHTF Authorization to Request Funds form.

§ 2.03 STATE OF NEBRASKA ACH AND W-9 ENROLLMENT FORM

The Recipient must complete a State of Nebraska ACH and W-9 Enrollment form.

§ 2.04 PROGRAM GUIDELINES

The Recipient must submit program guidelines, specific to this award only. The program guidelines must be in compliance with the requirements of the Program and any other policies or procedures issued by the Department. After Department approval, the program guidelines are incorporated herein by this reference.

§ 2.05 DEVELOPMENT WORKSHEET.

The Recipient must submit a rental project development worksheet (“**Development Worksheet**”) for the Department’s approval. The Development Worksheet must comply with the requirements of the Program and any other policies or procedures prescribed by the Department. The initial rents for the Project’s units must be included in the Development Worksheet and set in accordance with the rent limits prescribed by the Department. Recipient must notify the Department if sources change from those listed in the Development Worksheet, particularly in regard to other Department administered awards funding the project. The Development Worksheet must be completed as prescribed by the Department. After Department approval, the Development Worksheet will be incorporated herein by this reference.

§ 2.06 FAIR HOUSING ACTIVITIES.

The Recipient must submit documentation identifying its fair housing representative, and it must include the representative’s name and contact information. The Recipient must submit a description of the actions it will take during the course of the NAHTF Project to fulfill any requirements to affirmatively further fair housing and must also submit documentation demonstrating the actions that were actually taken, including the details of such actions (e.g., when the actions occurred, who participated, who benefitted, etc.). It is not necessary to submit the documentation demonstrating the actions that were actually taken within the time frame for completion of the special conditions, but such documentation must be submitted prior to contract end date.

§ 2.07 NEBRASKA UNIFORM RESIDENTIAL LANDLORD AND TENANT ACT.

The Recipient must submit their proposed tenant selection process and proposed lease agreement. The Recipient must comply with the State of Nebraska’s Uniform Residential Landlord and Tenant Act (Neb. Rev. Stat. §§76-1401 – 76-1449). It is the Recipient’s responsibility to seek advice from legal counsel to ensure compliance with the Uniform Residential Landlord and Tenant Act for matters including, but not limited to, tenant selection and lease agreements.

The Department must approve any changes made to this lease agreement during the contract period and project Period of Affordability.

§ 2.08 OTHER SPECIAL CONDITIONS.

The following must be submitted to the Department for review by the Department’s Program Representative for Recipient’s program:

- (a) A Proposed Cash Flow Distribution Plan – A description of how excess cash flow will be distributed. The Department must approve any changes to this plan made during the contract and project Period of Affordability.
- (b) A Proposed Agreement for Governing Reserves – The Recipient must provide proposed rules for operating and replacement reserves.
- (c) If the Project involves new construction or rental conversion the proposed site of the project must be reviewed and approved by the Department prior to any activity, including land purchase. Site reviews must be done at least 45 days prior to the Recipient starting the activity unless special approval for a reduced amount of time is received from the Department.
- (d) If the Project involves new construction or rental conversion (where renovation alters an existing building's value by 50% or more), plans and specifications must be approved through Nebraska Department of Environment & Energy (NDEE) to ensure compliance with the applicable version of the International Energy Conservation Code. Applicants submitting information as early in the project as possible helps avoid delay in reaching Release of Funds.
- (e) As the Recipient is the owner of the project's rental units, DED will initiate a Deed of Trust and Declaration of Covenant and Recipient must record both instruments with County Register of Deeds.

PART III: CONDITIONS GOVERNING THE USE OF TRUST FUNDS.

§ 3.01 SOURCES AND USES OF FUNDS; MATCHING FUNDS.

A general categorization of the Sources and Uses of Trust funds for the Project are shown in Table 2 below.

Table 2. Sources and Uses of Funds			
SOURCES→	NAHTF	CASH MATCH	TOTAL
USES (Activities)↓			
Rehabilitation	\$750,000	\$375,000	\$1,125,000
Housing Management	\$40,000	\$0	\$40,000
General Administration	\$19,800	\$0	\$19,800
TOTAL	\$809,800	\$375,000	\$1,184,800

Table 2 provides an overview of the Trust Funds and Cash Match needed for completion of the Project.

Trust Funds must be drawn down, at a minimum, according to Table 3.

Table 3. Draw Down of Funds	
Contract Start Date → September 17, 2024	
Date	Percentage of Funds Drawn Down
February 28, 2025	Release of Funds Achieved
September 17, 2026	60%
April 30, 2027	100%

General Administration Reimbursements – Source documentation will not be required for general administration payment requests. Expenses will be entered into AmpliFund and may be submitted for payment request without source documentation attached. Payment Requests will follow the schedule in the table located below.

Recipient must submit a one-time payment request upon receipt of the Release of Funds letter, for 10% of the awarded General Administration budget of One Thousand Nine Hundred Eighty Dollars (\$1,980) needed to cover the expenses resulting from staff time spent completing Special Condition Requirements.

The remaining amount will be reimbursed in twenty-five percent (25%) increments up to a maximum of five (5) payment request submissions during the contract period and in accordance with benchmarks described in Table 4 below:

Table 4. General Administration Benchmarks	
When NAHTF Non-Administrative Expense Reimbursement Requests have Reached the below amounts: (25% Benchmarks for \$750,000 Project costs)	Recipient may request an amount not to exceed the below maximum which includes the 10% request at time of Release of Funds, if applicable.
\$187,500	\$4,950
\$375,000	\$9,900
\$562,500	\$14,850
\$750,000	\$19,800

As long as the current payment request reaches the 25% benchmark in NAHTF non-administrative reimbursement request, the General Administrative reimbursement may be requested on the same payment request.

Housing Management Reimbursements – Housing Management costs will only be reimbursed upon **proof of unit completion** and with adequate source documentation. Unit completion means that the unit has been leased to an eligible tenant as evidenced by the submission of a Per Unit Beneficiary Report. If a project includes rehabilitation of existing units, a final inspection must be signed off on by the unit owner, the contractor, and a representative of the Recipient and submitted as proof of completion. Upon successful completion of a Trust Fund-Assisted

rental unit and documentation of unit completion, the Department will reimburse the Recipient Five Thousand Dollars (\$5,000) in Housing Management costs per unit completed.

Match Funding Documentation – The Department has relied upon the amount of cash matching funds the Recipient proposed in the Application in its decision to award Trust Funds for the Project. The Recipient must provide the full amount of cash matching funds proposed in the Application, and only cash matching funds provided after the Notice of Release of Funds will be considered matching funds for the Project that is the subject of this contract. The Match commitment letter, submitted by the Recipient is incorporated herein by this reference.

These cash matching funds must be satisfactorily incurred and expended by the Recipient for the Use (Activity) as outlined in the Table 2 and requested, at a minimum, in proportion to Trust Fund costs submitted for reimbursement of the same budget line item. **All** cash matching funds must be documented in payment requests and must be supported by documentation as required by the Department including but not limited to source documentation and proof of payment.

§ 3.02 AFFORDABILITY RESTRICTIONS.

The Trust Funds awarded by this contract must be repaid by the Recipient if the Project does not meet the affordability requirements of the Program and of this contract throughout the entire Period of Affordability listed in the Table 1.

The affordability requirements relate to the occupancy-eligibility (tenant income eligibility) and the cost of housing (rent limitations) at initial occupancy and over established timeframes (periods of affordability). In general, the Project must be occupied by income-eligible households and is subject to rent limitations throughout the Period of Affordability.

The Recipient must enforce the occupancy-eligibility and rent limitation requirements through the imposition of the following legal instruments:

- Declaration of Covenant, pertaining to the affordability restrictions for the Period of Affordability, recorded in accordance with State recordation laws, that must touch and concern the land, burden and benefit the respective parties, and run with the land so as to be binding upon the initial owner and any successors in title to the real estate of the Project and upon their heirs, successors, assigns, or legal representatives;
- Deed of Trust, securing the Trust Fund investment, recorded in accordance with State recordation laws;
- Promissory Note, specifying the plan to repay the Trust Funds at a stated time in the future or upon demand; and

Beginning the date of Project completion, the Trust Fund-assisted units must remain affordable for the Period of Affordability established in Recital C of the contract. Project completion occurs, and the Period of Affordability typically begins, when 100% lease-up is achieved of ALL units in the Project. *Rental Rehabilitation Projects with existing tenants may have special circumstances for determining the start of the Period of Affordability.* The Certificate of Completion letter for the Project will be the official record that defines Project completion and the Period of Affordability for Units.

§ 3.03 ACCOUNTING FOR TRUST FUNDS

A separate bank account for the Trust Funds is not required; however, the Trust Funds must be accounted for separately in the books and records of the Recipient in such a manner as *to allow funds tracing and a current status review of the Trust Funds at all times*. Upon request, the Recipient must provide evidence to the Department that other sources of funding for the Project have been contributed pursuant to the Application and Table 2 contained in Part III.

The Recipient must keep all records concerning the Trust Funds in a manner which is consistent with generally accepted accounting principles. Payments from such Trust Funds will be obligations incurred in the performance of this contract and must be supported by contracts, invoices, brochures, and other data, as appropriate, evidencing the necessity for such expenditures as well as proof of expended funds in the form of cancelled checks, bank statements, evidence of wire transfer or electronic payment or any other accepted means of proving proof of payment from Recipient to vendor or employee. Proof of Payment must be clearly documented to allow for easy tracking back to invoices. The Department reserves the right to reject payment requests for inadequate source documentation including inadequate proof of payment documentation.

Other requirements regarding disbursements from the Department to the Recipient are addressed in § 1.03.

§ 3.04 MONITORING DUTIES OF THE RECIPIENT AND PROJECT DOCUMENTATION.

During the Period of Affordability, the Recipient will undertake, be responsible for, and complete all monitoring activities required by the Department and must maintain documentation of such monitoring activities on a current basis and for five (5) years after the Period of Affordability. The Department may require the Recipient to provide documentation regarding the status of all required monitoring activities at any time. The monitoring activities include, but are not limited to:

- (a) Recipient will assure all tenants have undergone income verification prior to their move-in date, or prior to the start of any rehabilitation activity (if project has existing tenants), to ensure income eligibility of those occupying the assisted housing units. A system for Annual reviews *may* be conducted by Recipient **or as prescribed by the Department** for the purpose of verifying that such units are occupied by eligible tenants throughout the Period of Affordability.
- (b) Throughout the contract and Period of Affordability of a rental project, contract rents charged to tenants will be checked annually for compliance using the most current published limits accepted by the Trust Fund Program. The initial Project housing unit rents must be set in accordance with the rent limits published by HUD HOME Program rents at the time of lease-up.
- (c) Annual review to ensure compliance with Housing Quality Standards to ensure units are maintained at decent, safe, and sanitary housing standards. (See reference for additional guidance:
https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/hqs).

- (d) Annual review to ensure that tenant applicants for units in the Project are not refused for leasing based on participation in any HUD rental assistance program.
- (e) The Recipient must also ensure that fees for utilities and services for the Project are reasonable.

The above monitoring information should be kept on file including dates of unit inspections. The Department may at any time request proof of monitoring.

§ 3.05 INSURANCE.

The Recipient agrees to provide insurance coverage for real property acquired or improved with Trust Funds that is, at a minimum, equivalent to the insurance that the Recipient provides for its other property or agrees to ensure that such insurance coverage is provided by the owner of the real property.

§ 3.06 APPLICABILITY TO DEVELOPERS, CONTRACTORS, AND SUBCONTRACTORS; OTHER REQUIREMENTS.

All provisions of this contract will be made binding on any developer, contractor, or subcontractor of the Recipient, and the Recipient will, nonetheless, remain fully obligated under the provisions of this contract.

The Recipient must review each contractor and subcontractor registration with the following state entities, including pertaining to types of business entities (e.g., person, partnership, foreign/domestic limited liability company, association, or foreign/domestic corporation):

- (a) Nebraska Secretary of State. The Recipient must verify that any contractor of the Recipient must be authorized to transact business in the State of Nebraska. All contractors are expected to comply with all Nebraska Secretary of State and Nebraska Department of Revenue registration requirements.
- (b) Nebraska Department of Labor. Contractors and subcontractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration to the Recipient for its records.

§ 3.07 OCCUPANCY REQUIREMENTS; TIMEFRAME.

Units in NAHTF-assisted rental housing projects must be occupied by households that meet the occupancy-eligibility requirements (tenant income eligibility requirements) within six (6) months following the date of Project Completion.

If the NAHTF-assisted units are not occupied by eligible tenants within six (6) months following Project Completion, the Recipient must prepare (in conjunction with the Owner if the Recipient is not the Owner) and submit marketing information regarding the Project and, if required by the Department, a marketing plan for the Project.

Furthermore, the Department may require repayment of all Trust Funds invested in any Trust Fund-assisted unit that is not rented to eligible tenants within eighteen (18) months following Project Completion.

PART IV. ENFORCEMENT AND TERMINATION

§ 4.01 EARLY TERMINATION OF AGREEMENT.

The Department may terminate this contract for any reason upon sixty (60) days written notice to Recipient.

This contract may also be terminated, in whole or in part, prior to the completion of the Project when both parties agree that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds.

In the event of mutual termination, the parties must agree on the termination conditions, including effective date and the portion to be terminated. The Recipient may not incur new obligations for the terminated portion after the effective date and must cancel as many outstanding obligations as possible. If a Release of Funds has been achieved, the Department will make funds available to the Recipient to pay for allowable expenses incurred before the effective date of termination.

§ 4.02 SUSPENSION OR TERMINATION OF CONTRACT FOR MATERIAL BREACH.

In the event of a material breach of the terms of this contract by the Recipient, the Department may take the following actions:

- (a) Suspend the contract, withhold further payments, and prohibit the Recipient from incurring additional obligations pending corrective action by the Recipient.
- (b) Terminate the contract, in whole or in part, at any time before Project completion. The Department will notify the Recipient in writing of the determination of, the reasons for, and the effective date of the termination. Payments made to the Recipient or recoveries by the Department will be in accord with the legal rights and liabilities of the parties. The Recipient will return to the Department all unencumbered funds. Any costs previously paid by the Department which are subsequently determined to be unallowable through audit and close-out procedures may be recovered from present Trust Funds or deducted from future awards to the Recipient, if any.

§ 4.03 TERMINATION OF AGREEMENT DUE TO TERMINATION OF THE PROJECT BEFORE COMPLETION.

If the Project is terminated before completion, either voluntarily or otherwise, the Department has the right to determine if and what amount of NAHTF funds already drawn must be repaid to the Department, if any.

§ 4.04 TERMINATION OF CONTRACT DUE TO LOSS OF FUNDING TO DEPARTMENT.

This contract may terminate in full or in part, at the discretion of the Department, in the event the Department suffers a loss of funding which permits it to fund the Recipient. In the event the Department suffers such a loss of funding, the Department will give the Recipient written notice

which will set forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

§ 4.05 NON-WAIVER/WAIVER IN WRITING

The Department's failure to insist upon the strict performance of any provision of this agreement or to exercise any right based upon breach will not constitute a waiver of any rights under this agreement. No conditions or provisions of this agreement can be waived unless approved by the Department in writing.

§ 4.06 FORCE MAJEURE.

Neither party will be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event will not constitute a breach of the contract. The party so affected must immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief will rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient must file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

PART V: SUPPLEMENTAL TERMS AND CONDITIONS.

§ 5.01 DESIGNATION OF OFFICIALS TO EXECUTE CONTRACT AND AMENDMENTS.

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Chief Elected Official (if the Recipient is a unit of general local government) or the Authorized Individual (if the Recipient is not a government entity) of the Recipient is the individual authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

By signing this contract, the Recipient certifies that it possesses the legal authority to accept Trust Funds under the Program and to carry out the Project.

Either party may request amendments to this contract; however, amendments will not take effect until mutually agreed to in writing by both parties.

§ 5.02 NOTICE.

Except as otherwise expressly specified herein, all notices, requests, or other communications will be sent and received via email or within the AmpliFund grant management system. All notices, requests, or communications are deemed effective upon delivery to the receiver's

email address (inbox, spam, etc.). If Recipient is unable to access email, contact the Program Representative for an alternative communication method.

§ 5.03 VERIFICATION OF WORK ELIGIBILITY STATUS FOR NEW EMPLOYEES.

The Recipient is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

In this context, "new employees" means employees hired on or after the effective date of this contract. A "federal immigration verification system" means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (8 U.S.C. 1324a), known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to *any and all contractors/subcontractors* utilized by the Recipient in performing this contract. The Recipient will be responsible to the Department for enforcing this requirement with its contractors/subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. § 4-114 and, as such, will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default of the contract.

§ 5.04 PUBLIC BENEFITS ELIGIBILITY.

The Department is prohibited by state law (Neb. Rev. Stat. § 4-108) from providing public benefits to a person not lawfully present in the United States. Public benefits are statutorily defined broadly; however, some exemptions from the verification of lawful presence requirement are set forth in Neb. Rev. Stat. § 4-110. For the purposes of this agreement, the Department has determined that, in the performance of its contractual duties, the Recipient is providing public benefits to individuals or households under the statutory definition of public benefits.

Pursuant to this agreement and Neb. Rev. Stat. §§ 4-108 through 4-114, the Recipient will require each applicant for public benefits to attest in a format prescribed by the State of Nebraska Department of Administrative Services that such applicant is a United States citizen or is lawfully present in the United States. The Attestation Form serves as the applicant's attestation that they are a U.S. citizen or a qualified alien under the federal Immigration and Nationality Act (8 U.S.C. §§ 1101 et seq.). For any applicant who is not a United States citizen but who attested that such applicant is lawfully present in the United States, the Recipient will verify the attestation through the Systematic Alien Verification for Entitlements (SAVE) Program, or an equivalent program designed by the United States Department of Homeland Security.

The Recipient must retain the completed Attestation Form for all occupants in NAHTF-assisted units and any additional verification documentation required because the applicant

attested to their lawful presence. These records will be made available to the Department upon request.

The Recipient will maintain aggregate records for the duration of the agreement showing: (a) the number of applicants for public benefits under this agreement and (b) the number of applicants rejected pursuant to this requirement. The Recipient will provide a summary report to the Department no later than December 31 of each calendar year reflecting data for such calendar year, or portion of such year when there is not a full calendar year of activity under this agreement, so that the Department can fulfill its annual reporting obligation to the Nebraska Legislature concerning these lawful presence requirements.

§ 5.05 NOTIFICATION OF PROJECT STAFF CHANGES.

The Recipient must make reasonable efforts to keep the Department informed of changes in its staff that relate to the project, such as the departure of key persons. Such efforts include the completion of an updated Grantee Information Form submitted within Custom Forms in AmpliFund.

§ 5.06 STATE LIABILITY NON-LIABILITY/HOLD HARMLESS.

The Recipient will hold the State of Nebraska and the Department harmless from any and all claims, demands, and actions based upon or arising out of any services performed by the Recipient or its associates, employees, contractors, or subcontractors under this contract.

§ 5.07 INTELLECTUAL PROPERTY.

If the Project results in any copyrightable material or inventions, the Department and/or State of Nebraska reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work or materials for government purposes.

§ 5.08 INFORMATION SHARING; PROJECT PUBLICITY.

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient must inform the Department. Notice of at least 14 business days will be given to the Department for all news or media releases, or notice will be given as soon as practicable. The media will include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement. The Recipient agrees to allow the Department to issue news releases and otherwise share information and/or make announcements about the Project. The Department is not required to obtain any approval, written or otherwise, from the Recipient prior to releasing information about the Project.

The Recipient will provide the Department with before and after photographs of the Project, whenever possible, and agrees to obtain written consent from the occupants, when appropriate and necessary.

§ 5.09 DEPARTMENT PARTICIPATION; EVENTS.

The Recipient will provide the Department with notice and access to all events and activities that arise from the Project or Project activities and the use of the NAHTF Funds, including but not limited to groundbreaking, ribbon cutting, and open house events. Notice of at least 14 business days will be given to the Department for all events and activities. Access to events and activities will include admission free of charge for at least three Department representatives. The event must include an acknowledgement or reference to the funding made available by the Department for the Project under this agreement, including on event signage, printed or online materials, and other marketing materials. The Recipient agrees to allow Department staff to participate in the event including, but not limited to, presentation, prepared remarks, and photography.

§ 5.10 ASSIGNMENT OF INTEREST; BINDING EFFECT.

The Recipient may not assign or transfer any interest in this contract without the written consent of the Department.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

§ 5.11 ENTIRE AGREEMENT; BINDING EFFECT; COUNTERPARTS; GOVERNING LAW.

This contract and any attachments, the approved Project application, and those items incorporated by reference or statutes, or regulations referenced herein contain the entire agreement between the parties. Any statements, inducements, or promises not contained therein are not binding upon the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This agreement is governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska.

§ 5.12 RECORDS AND RECORDKEEPING.

The duration of the eligibility monitoring requirements and the need to retain the records reflecting such monitoring for five (5) years after the Period of Affordability for the Project are more fully described earlier in this contract. In addition, the Recipient agrees to keep other records concerning the Project for five (5) years after the Department issues a Certificate of Completion letter to the Recipient.

If any claim, litigation, or audit is started before the expiration of the record retention periods, the records must be retained until all claims, litigation, or audit findings involving the records have been resolved.

§ 5.13 ACCESS TO AND INSPECTION OF RECORDS; PERFORMANCE REVIEWS; REPORTS.

The Department and any duly authorized officials of the state will have full access to and the right to examine, audit, excerpt, and transcribe any and all of the Recipient's records pertaining to the Project.

The Department may conduct performance review monitoring visits and may audit the Recipient's records, including records that pertain to the required matching contribution, for compliance with this contract. In addition, a cost certification audit may either be conducted by the Department or requested by the Department to be done by independent accountants at the Recipient's expense.

Within sixty (60) days following completion of the Project and final disbursement of the Trust Funds, the Recipient must provide to the Department, in a format as prescribed, a Final Financial Report.

Other reports may be required prior to receiving a Certificate of Completion.

§ 5.14 CONFLICT OF INTEREST.

The conflict of interest provisions in this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Recipient ("Covered Person").

No Covered Person may participate in the selection, award, or administration of an agreement supported by NAHTF Funds if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the Covered Person, any member of their immediate family, their partner, or an organization which employs or is about to employ any of the above has a financial or other interest in or a tangible personal benefit from a firm considered for an agreement.

No Covered Person may solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts. *This stipulation must be included in all other contracts and subcontracts related to the Project.*

No Covered Person or any member of their immediate family may occupy an NAHTF-assisted unit during the Period of Affordability.

Organizational conflicts of interest would arise if the Recipient were unable or appears to be unable to be impartial in conducting a procurement action involving an organization because of real or perceived relationships with a parent company, affiliate, or subsidiary organization. In the event a prohibited conflict of interest arises or may potentially arise, the Recipient must inform the Department. Upon written request, exceptions may be granted by the Department on a case-by-case basis when it is determined that such an exception will serve to further the purposes of the NAHTF program and the effective and efficient administration of the Project.

§ 5.15 DRUG FREE WORKPLACE.

The Recipient certifies that it maintains a drug free workplace environment to ensure worker safety and workplace integrity and agrees to provide a copy of its drug free workplace policy to the Department at any time upon request.

PART VI: SPECIAL REQUIREMENTS AND ASSURANCES.

Per relevant federal/state statutes and the Guidelines, the Recipient acknowledges it may not discriminate in its operation or in Project activities on the basis of age, religion, sex, race, color, national origin, disability, or familial status.

The Recipient further agrees to comply with all provisions of the Americans with Disabilities Act (ADA) with respect to hiring, training, and employment practices including reasonable accommodation of persons with disabilities in hiring, training, and employment practices and in assuring access by persons with disabilities to facilities and services provided by the Recipient to the general public.

The Recipient agrees to comply with all applicable provisions of the Revised Statutes of the State of Nebraska and all federal and local laws, **when applicable**, to the Project and **when applicable** to the use of Trust Funds including, but not limited to, the following:

- Relocation Assistance Act, §§ 76-1214 to 76-1242, Reissue Revised Statutes of Nebraska (1996).
- Nebraska Fair Housing Act, §§ 20-301 to 20-344, Reissue Revised Statutes of Nebraska (1997).
- Uniform Procedures for Acquiring Private Property for Public Use, §§ 25-2501 to 25-2506, Reissue Revised Statutes of Nebraska (1995).
- Nebraska Uniform Energy Efficiency Standards, §§ 81-1608 to 81-1626, Reissue Revised Statutes of Nebraska (2019), or applicable version.
- The Nebraska Fair Employment Practices Act.
- Nebraska Nongame and Endangered Species Conservation Act, §§ 37-801 to 37-811, Reissue Revised Statutes of Nebraska (1998)
- State Procurement Act, Neb. Rev. St. §§ 73-802 et seq.
- Foreign Adversary Contracting Prohibition Act, Neb. Rev. St. §§ 73-901 et seq.
- Pacific Conflict Stress Test Act, Neb. Rev. St. §§ 81-831 et seq.
- Civil Rights Act of 1964.
- Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.
- Age Discrimination Act of 1975.
- The Housing for Older Persons Act of 1995.
- The Equal Employment Opportunity Act of 1972.
- The Vietnam Era Veterans' Readjustment Act of 1974 (revised Jobs for Veterans Act of 2002).
- The Immigration Reform and Control Act of 1986.
- Flood Disaster Protection Act of 1973.
- Clean Air and Federal Water Pollution Control Act, as amended.

- Fair Labor Standards Act of 1938, as amended.
- Verification of Lawful Presence for Public Benefits Eligibility, Neb. Rev. Stat. §§ 4-108 to 4-114.
- Nebraska Lead-Based Paint Abatement Licensing; Neb. Rev. Stat. §§71-6318 to 71-6331.01 and Neb. Rev. Stat. §§71-162 to 71-162.05, the Administrative Procedure Act and 184 NAC 1.
- The Environmental Protection Agency (EPA) Renovation, Repair, & Painting (RRP) Rule; additional information on this rule can be found at <https://www.epa.gov/lead>.

PART VII: ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT Signed by: By: Lynn Kohout 92D57751321947E... (Director or Designee) Lynn Kohout (Typed or Printed Name) Director of Housing (Title) 11/1/2024 (Date)	RECIPIENT→ City of Franklin, Nebraska Signed by: By: Margaret Siel 35242A12113A4E2... (Authorized Individual) Margaret Siel (Typed or Printed Name) Pres (Title) 10/16/2024 (Date)
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	COMMITTEE APPOINTMENTS	
BALL PARK	DAVE DUNCAN	
CEMETERY/PARKS	MICHAEL STEPHENS	
CITY HALL	MARGARET SIEL	
CITY PHYSICIAN	DR. SCOTT J. WEWEL	
COMMUNITY DEVELOPMENT AUTHORITY	CITY COUNCIL APPOINTED 10/13/2020	
LAND & BUILDINGS	MAYOR/CITY COUNCIL	
PERFORMANCE & COMP	DAVE PLATT	
	DAVE DUNCAN	
	MARGARET SIEL	
SANITATION/RECYCLING	SANDY URBINA	
SAFETY COMMITTEE	SANDY URBINA	
	DAVE DUNCAN	
STREETS	DAVE PLATT/MICHAEL STEPHENS	
STREET SUPT.	JEO CONSULTING GROUP/RYAN KAVAN	
UTILITIES-WATER/SEWER/ELECTRIC	DAVE PLATT	
CITY ATTORNEY	MELODIE BELLAMY	
CITY CLERK/TREAS	RAQUEL FELZIEN	
CITY ENGINEER	JEO CONSULTING GROUP	
DEPUTY CITY CLERK	MICHELLE KAHRS	
ELECTRIC/POWER PLANT DEPT.	MIKE BOWER	
FLOODPLAIN ADMINISTRATOR/WA/SW	DREW BOSTON	
FRANKLIN COUNTY SHERIFF DEPT.	BRYON DETLEFSEN	
LIBRARIAN	AMANDA SHELTON	
STREET DEPARTMENT	BARRY RUBENDAL	
ORDINANCE OFFICER/ZONING ADM.	LAWRENCE STOVER JR	
BOARD OF HEALTH COMMITTEE		
MAYOR	MARGARET SIEL	
COUNCIL PRESIDENT	DAVE PLATT	
CITY PHYSICIAN	DR. SCOTT J. WEWEL	
ORDINANCE OFFICER	LAWRENCE STOVER JR	
LAW ENFORCEMENT OFFICER	BRYON DETLEFSEN	
SECRETARY/CITY CLERK	RAQUEL FELZIEN	

BOARD APPOINTMENTS	CITY OR DEPUTY CLERK - SECRETARY OF ALL BOARDS EXCEPT LIBRARY	
CEMETERY BOARD	APPOINTED - 3 YEAR TERMS	EXPIRES
CINDY DEAN (2020) CHAIRPERSON	2023	2025
RANDY PAUGH	2024	2027
MACHELLE HAVENRIDGE (2021)	2024	2027
KIM RANDALL	2024	2027
DAN DORN (2020)	2023	2025
MICHAEL STEPHENS - COUNCIL REP	2022	2025
LIBRARY BOARD	APPOINTED - 4 YEAR TERMS	EXPIRES
JOAN DORN - Chair	2024	2028
TAYLOR HERRICK 4/11/2023	2024	2027
MELINDA SIEL	2024	2028
LINDA HERRICK	2024	2028
DEBRA SUSIE HEADRICK	2022	2025
PLANNING/ZONING BOARD	APPOINTED - 3 YEAR TERMS	EXPIRES
CHASE BISLOW (2025)	2025	2028
ELSIE GLADDEN (2024)	2024	2027
JR SPLATTSTOSSER (2024)	2024	2027
KIM NADEN (2020)	2023	2027
STEVE SCHMIDT (2021)	2021	2024
RECREATION/BALLPARK	APPOINTED - 1 YEAR TERMS	EXPIRES
WEBB ANTHOLZ	2024	2025
JESSICA GOOSIC	2023	2024
KATHY PETERMAN	2024	2025
ZACH SIEL	2024	2025
KELSEY SINDT	2024	2025
DAVE DUNCAN - COUNCIL REP	2024	2025
BOARD OF ADJUSTMENT	APPOINTED - 3 YEAR TERMS	EXPIRES
JIM URBINA (2019)	2022	2025
RICH SIEL (2019)	2022	2025
RICK DEAN (2019)	2022	2025

DAVE DUNCAN (2019) Need to replace Dave with one of the planning board members at their March 17th meeting	2022	2025
RHN JACOBSEN (2019)	2022	2025
Council Terms	Elected	ending term
Margaret Siel - Mayor	2022	2026
David Platt - council President	2022	2026
Sandy Urbina - council member	2024	2028
Michael Stephens- council member	2024	2028
Dave Duncan - council member (K.Loschen term)	2022	2026

RESOLUTION NO. 2025-__ :2022-FRAN-7004

Rescinding Prior RESOLUTION NO. 2022__ :2022-FRAN-7004 Declared Nuisance

WHEREAS, the City of Franklin is engaged in a Nuisance Abatement process; and

WHEREAS, the City appointed the South Central Economic Development District as Nuisance Officer; and

WHEREAS, South Central Economic Development District identified and confirmed that in its opinion a nuisance existed as defined by Federal, State, or City law; and City Council, at a regular meeting, identified a nuisance property, supported by evidence; and

WHEREAS, South Central Economic Development District now has evidence that the nuisance violation declared in Resolution No. 2022-__:(2022-FRAN-7004) is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of Franklin rescinds Resolution No. 2022-__ : (2022-FRAN-7004) on the following property:

2022-FRAN-7004	0 0 20 S 24' LOT 2; & N 44' LOT 3; BLK. 8 GAGE'S ADD'N; FR. MR.	808 17TH AVE FRANKLIN
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PASSED THIS 11th DAY of MARCH, 2025.

Margaret M. Siel, Mayor

Attest: _____
Raquel Felzien, City Clerk

RESOLUTION NO. 2025-__: 2024-FRAN-NET 2

**Rescinding Prior RESOLUTION NO. 2024-__: 2024-FRAN-NET 2
Declared Nuisance**

WHEREAS, the City of Franklin is engaged in a Nuisance Abatement process; and

WHEREAS, the City appointed the South Central Economic Development District as Nuisance Officer; and

WHEREAS, South Central Economic Development District identified and confirmed that in its opinion a nuisance existed as defined by Federal, State, or City law; and City Council, at a regular meeting, identified a nuisance property, supported by evidence; and

WHEREAS, South Central Economic Development District now has evidence that the nuisance violation declared in Resolution No. 2024-__: (2024-FRAN-NET 2) is abated and the property cleared of nuisances.

NOW THEREFORE, BE IT RESOLVED, that the City of Franklin rescinds Resolution No. 2024-__: (2024-FRAN-NET 2) on the following property:

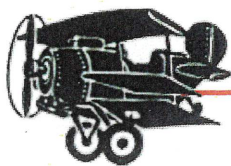
2024-FRAN-NET 2	0 0 20 LOT 4; BLK 2; SOUTH ADD'N FR. BL.	907 15 th Avenue
-----------------	--	-----------------------------

PASSED THIS 11th DAY of MARCH, 2025.

Margaret M. Siel, Mayor

Attest: _____
Raquel Felzien, City Clerk

NA_ID	Situs; PID	STATUS
2024-FRAN-9001	208 16th Ave; 5000283	Discussed at 2/11/2025 Council, Junior Stover would be asked to visit with Dennis, no abatement action until house is demolished.
2024-FRAN-9002	1604 M St; 5000171	2.13.25 Mailed 5 Day Notice; SCEDD provided pictures of issues to Lindsay, also to Junior Stover who was talking to Jacksons. They are evicting Tiffany through court; new issues were hers. I recommend patience for now.
2024-FRAN-9008	704 12th Ave; 5000368	Abated 12/4/2024; Postponed until 4/15/2025 for roof.
2023-FRAN-8014	905 14th Ave; 5000645.00	Abated 12/4/24; SCEDD sent letter 2/13/2025 informing that the City will continue to monitor.
2024-FRAN-9004	409 16th Ave; 5000511	Abated 12/4/24; SCEDD sent letter 2/13/2025 informing that the City will continue to monitor.
2024-FRAN-9007	1946 M St; 5000296	SCEDD sent letters 9/11/2024 & 2/13/2025 informing that the City will continue to monitor.
2024-FRAN-NET 1 *7004	808 17th; 5000078	Cleared, ready to rescind – Jill will send documents for Council to approve next week.
2024-FRAN-NET 2	907 15th; 5000640	Cleared, ready to rescind – Jill will send documents for Council to approve next week.
2024-FRAN-9006	506 18th Ave; 5000191	Changed to penal, goes to court March 25.



FRANKLIN PUBLIC SCHOOLS

HOME OF THE FLYERS

Post Prom 2025

Dear Area Businesses and Friends,

The parents of the Franklin Junior class are in the process of organizing Post Prom activities for Saturday, March 29, 2025. We cannot begin to thank our community and surrounding area businesses and individuals for their support of this event. Thank you for your past generosity.

As parents, our goal is to give our young people a fun, safe, and alcohol-free evening to enjoy. We currently have a fun night planned for our kids. We hope we can count on your support of either a monetary donation to fund the expenses of the event or a gift donation to be given away throughout the evening.

If you have any questions about our fundraising efforts or events planned for Post Prom, or would like someone to pick up a donated item, please contact Holly Largent at (308)991-8802 or Jessica Goosic (308)470-0748.

Thank you in advance for your generosity and support!

Franklin Post Prom Donation Committee

Please make checks payable to Franklin Post Prom. An envelope is enclosed for your convenience.



Gerdes Feed & Supply LLC
1300 I Road
Franklin, NE 68939
(308) 425-3200

Price Quote

Just the Bagger:

City of Franklin here is a quote for a bagger for the Gravely Powered Bagger for 660. This is the price with the completion kit.

Just the Bagger:

List Price \$4,298.99

Your Price \$3,779.10

Extra discount when bundling Gravely 660 and Powered Bagger.

	List Price
660 Mower	\$16,999.00
660 Bagger	<u>\$4,298.99</u>
	\$21,297.99

	Discount Price
660 Mower	\$14,279.16
660 Bagger	<u>\$3,611.15</u>
Price Total	\$17,890.31

CARRAHER CONST.
TELE. 425-3342
508 12TH AVE.
FRANKLIN, NEBR. 68939

255549

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 3.10.25	
NAME City of Franklin					
ADDRESS					
CITY, STATE, ZIP Franklin Nebr					
SOLD BY Ben		CASH	C.O.D.	CHARGE	ON. ACCT.
		MDSE. RETD.	PAID OUT		
QUANTITY	DESCRIPTION			PRICE	AMOUNT
1	R&R Cemetery Information Cover				
2	Labor & Material			\$	1540.00
3					
4					
5	R&R Ball Field Picnic Cover				
6	Labor & Material			\$	2040.00
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
RECEIVED BY					

1-5805
46320/46350

KEEP THIS SLIP FOR REFERENCE

01-11



2308 East Hwy 30, Kearney, NE 68847
 ph. 308-338-0010 fax 308-338-9336
 www.callfisher.com

PROPOSAL

DATE

8/4/2023

PROPOSAL SUBMITTED TO:

Franklin City Hall
 619 15th Ave
 Franklin NE 68939

PROJECT

CITY HALL ROOF

CONTACT

Bill

CUSTOMER PHONE

308-425-6295

DESCRIPTION

QUANTITY

*****CITY HALL 2023 HAIL REPAIRS*****

Provide and install new Derbigum XPS roof membrane set in permastic cold adhesive with all seams and endlaps heat welded.

24 SQ

Flash parapet walls with Derbigum XPS membrane.

210 LF

Lift A/C units and roof under them.

2 EA

Provide and install Fibered aluminum roof coating.

24 SQ

ALL UNFORSEEN SHEETING REPAIRS OR REPLACEMENT WILL BE DONE AT \$265.00 PER SQUARE. ANY ADDITIONAL LAYERS NOT INCLUDED IN THIS ESTIMATE WILL BE REMOVED AND DISPOSED OF AT \$45.00 PER SQUARE.

We propose hereby to furnish materials and labor complete in accordance with above specifications for the sum of:

FIFTEEN THOUSAND EIGHT HUNDRED FORTY AND
 00/100-----

\$15,840.00

DOWNPAYMENT OF

50%

REMAINDER DUE UPON COMPLETION.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature

Bill Lyle

Acceptance of Proposal-

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made within 30 days unless other arrangements are made. All accounts not paid in full within 30 days are subject to 1.5% monthly (18% annually) finance charges.

Signature

Signature

Date of Acceptance

ORDINANCE NO. 966

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA TO AMEND CHAPTER 6, ARTICLE 1 OF THE MUNICIPAL CODE; TO ESTABLISH REGULATIONS FOR ANIMALS; TO DEFINE DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO PROVIDE CERTAIN REQUIREMENTS FOR DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS DOGS; TO CHANGE THE PENALTIES FOR VIOLATION OF THIS ARTICLE: TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FRANKLIN, NEBRASKA:

Section 1. Chapter 6, Article 1 of the Municipal Code of the City of Franklin, Nebraska is hereby amended to read as follows:

CHAPTER 6 - LAW ENFORCEMENT REGULATIONS

ARTICLE 1. DOGS

§6-101 ANIMALS: OWNER DEFINED

Any person who shall harbor or permit any dog, cat, or other animal / household pet to be for ten (10) days or more in or about his or her house, store, or enclosure, or to remain to be fed, shall be deemed the owner and possessor of such dog, cat or other animal and shall be deemed to be liable for all penalties herein prescribed.

§6-102 ANIMALS: NUMBER LIMITED

No person, including a family or guest on or in a premises, shall be allowed to own, keep, maintain, or harbor more than a total combination of three dogs, cats, or other animals / household pets in their household within the limits of the City. This section does not animals that are younger than 16 weeks of age.

§6-103 ANIMALS: MORE THAN THREE REQUIRES A KENNEL LICENSE

If any person, including a family or guest on or in a premises, wishes to keep, raise, breed, or board more than three dogs, cats and / or domesticated animal, or any combination of three dogs, cats or other domesticated animals, that being more than three total animals including dogs, cats, or other domesticated animals four months or more in age, on or in any one premises, he or she must first obtain a kennel permit for each address or premises from the City and secure a

license under the State Commercial Dog and Cat Operator Inspection Act, if necessary. Each kennel permit must comply with all local, state, and federal regulations, including zoning requirements.

The City Clerk shall have an application form for a kennel permit for those residents or businesses desiring to have a kennel, where they may have more than three dogs, cats, or other domesticated animals on or in their premises.

At a minimum, the kennel permit application shall list:

- 1-Name and address of the applicant,
- 2-Location of where the animals will be kept and the current zoning of that location,
- 3-Kind and breed of animals to be kept and how they are to be kept,
- 4-Number of animals to be kept,
- 5-A detailed diagram of the premises, showing dimensions, size, and location of pens and cages and distances from any residence and property line of any other person adjacent to the facility, and
- 6-A fee of \$100.00 shall accompany each kennel application.

No permit shall be issued until proper inspection by City officials and approval by the City Council. Approval of the application shall be indicated on the application form by signatures of the proper City officials and Mayor. No permit shall be issued if the facility will be a detriment to the neighborhood or is in violation of any law or ordinance, including zoning regulations.

Each permit shall be issued for up to one year and must be renewed between January 1 and January 31 of the following year, and each year thereafter. Renewal fees shall be paid each year.

§6-104 ANIMALS: KENNEL REGULATION

All animals kept within kennels within the City shall be kept clean and sanitary. All kennels within the City shall be subject to the USDA requirements and standards for operation and sanitation of such kennels.

All animals kept in kennels within the City shall be securely penned up and confined at all times, except when in charge of the owner or some employee of such kennel.

No kennel shall be operated at any place within the City in violation of any other provisions of this Code, state law or City ordinance, rule or regulation, including zoning ordinances.

City officials with enforcement power shall have the right to enter any licensed kennel for the purpose of conducting inspection and enforcement.

A license may be revoked by the city whenever it is determined that the kennel is being operated in violation of this section.

§6-105 ANIMALS: LIVESTOCK, WILD, AND EXOTIC ANIMALS PROHIBITED

It shall be unlawful for any person to keep or maintain within the corporate limits any horses, mules, cattle, sheep, goats, hogs, or similar animals, roosters, ducks, geese, turkeys, guineas, or other fowl, or any wild or exotic animal.

§6-106 ANIMALS: HENS ALLOWED

A person may keep up to six (6) chicken hens. A person who keeps or houses chicken hens or bantams on his or her property shall comply with all the following requirements:

- a. No more than six (6) chicken hens and/or hen bantams may be kept on anyone (1) zoning lot. Hereinafter "hens" and "hen bantams" will be referenced collectively as "chickens."
- b. The principal use of the property shall be a single-family dwelling, and the license applicant shall be the owner of the property.
- c. No person shall keep any rooster.
- d. No person shall slaughter any chickens.
- e. The chickens shall be provided with a covered fenced enclosure or coop (hereinafter, "chicken enclosure") and must be always kept in the chicken enclosure. Such chicken enclosure shall contain at least four (4) square feet of floor area per chicken, and the chicken enclosure shall provide at least ten (10) square feet of open area per chicken; no chicken enclosure shall exceed one hundred twenty (120) square feet of floor area or exceed seven (7) feet in height.
- f. A person shall not keep chickens in any location on the property other than in the chicken enclosure in the rear yard. For purposes of this section "rear yard" means that portion of a lot enclosed by the property's rear lot line and the side lot lines to the points where the side lot lines intersect with an imaginary line established by the rear of the dwelling and extending to the side lot lines.
- g. No chicken enclosure shall be located closer than ten (10) feet to any property line of an adjacent property.
- h. No chicken enclosure shall be located closer than forty (40) feet to any residential structure on another person's property.

- i. All chicken enclosures shall be constructed or repaired to prevent rats, mice, or other rodents from being harbored underneath, within, or within the walls of the enclosure.

§6-107 ANIMALS: PROCLAMATION

It shall be the duty of the City Council or its representative whenever in its opinion the danger to the public safety from rabid dogs or cats is great or imminent, to issue a proclamation ordering all persons owning, keeping, or harboring any dog or cat to confine it for a period of not less than thirty (30) days or more than ninety (90) days from the date of such proclamation, or until such danger is passed. The dogs or cats may be harbored by any good and sufficient means in a house, garage, or yard on the premises wherein the said owner may reside. Upon issuing the proclamation it shall be the duty of all persons owning, keeping, or harboring any dog or cat to confine the same as herein provided.

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§6-108 ANIMALS: RUNNING AT LARGE.

No person shall permit any dog or other animal owned, kept, or harbored by him to run at large. All animals found running at large upon the streets, alleys, public grounds, or property of another are hereby declared a public nuisance. The penalty for violation of this section is \$100.00 for the first offense, \$150.00 for the second offense, \$200.00 for the third offense, and \$250.00 for the fourth or subsequent offense in a calendar year. In addition, the city will charge \$35 per day, including partial days, to house the dogs or other animals. The owner picking up any dog or other animal shall be required to comply with rabies vaccination requirements prior to the animal being released.

§6-109 ANIMALS: ANIMALS DAMAGING PROPERTY OF OTHERS

It shall be unlawful for the owner of a dog or other animal to allow or permit his dog or other animal to damage the property of others or to cause bodily injury. If the owner is adjudged guilty of a violation of this section, the court may, in addition to the penalty provided for the violation of this Code, order such disposition or destruction of the offending dog or other animal as may seem reasonable and proper.

§6-110 ANIMALS: CAPTURE IMPOSSIBLE

The Nuisance Officer and / or Animal Control Authority shall have the authority to kill any animals showing vicious tendencies, or characteristics of rabies which make capture impossible because of the danger involved.

§6-111 DOGS: DANGEROUS, POTENTIALLY DANGEROUS, AND VICIOUS ANIMALS GENERALLY

(1) No person shall own, keep or harbor, or allow to be in or upon any premises occupied by him, or under his charge or control, any dangerous animal, potentially dangerous animal, or vicious animal without complying with the requirements of this chapter regarding dangerous, potentially dangerous, or vicious animals.

(2) A dangerous animal is defined as one who, according to the records of the Law Enforcement, Nuisance Officer and / or Animal Control Authority of the City, meets one or more of the following conditions:

- (A) Has killed a human being,
- (B) Has inflicted injury on a human being that requires medical treatment,
- (C) Has killed a domestic animal without provocation, or
- (D) Has been previously determined to be potentially dangerous dog by the city, the owner has received notice from the City or Law Enforcement of such determination, and the dog inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

(3) A potentially dangerous animal is defined as one who meets one or more of the following conditions:

- (A) Any animal that when unprovoked:
 - (i) inflict an injury on a human being that does not require medical treatment,
 - (ii) injures a domestic animal, or
 - (iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or
- (B) Any specific animal with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals.

(4) Any other dog which is of a dangerous or ferocious disposition which habitually snaps or manifests a disposition to bite persons or other animals.

(5) No animal may be declared dangerous or potentially dangerous that inflicts injury or damage on a person committing a willful trespass or other tort upon

premises occupied by the owner or lessee of the animal or committing or attempting to commit a crime. No animal may be declared dangerous or potentially dangerous for taking any action to defend or protect a human being within the immediate vicinity of the animal from an unjustified attack or assault. No animal used in connection with lawful activities of law enforcement officials shall be declared a dangerous or potentially dangerous animal.

The court may, in addition to any other fine or judgment, order Law Enforcement, Nuisance Officer and / or Animal Control Authority to forthwith put the animal to death by removing the same to the Animal Shelter for such purpose. Any person found guilty of violating this section shall pay all expenses, including shelter, food, veterinary expenses for identification or certification of the animal, boarding and veterinary expenses necessitated by the seizure of any animal for the protection of the public and such other expenses as may be required for the destruction of any such animal.

§6-112 DOGS: DETERMINATION OF POTENTIALLY DANGEROUS OR DANGEROUS

The City shall initiate administrative proceedings to determine an animal to be a potentially dangerous animal or dangerous animal if it meets the definition of potentially dangerous animal or dangerous animal, by service of a notice, in writing, upon such animal's owner either by certified or regular mail to the owner's last-known address or by personal service.

The notice shall contain:

- (A) The name and address of the owner whose animal is subject to such determination.
- (B) The name (if known) and the description of the animal who is subject to such determination.
- (C) A description of the facts which form the basis of such determination.

An owner whose animal is determined to be a potentially dangerous or dangerous animal shall be required to comply with section 6-115 immediately, section 6-114 within 30 days, unless a notice of appeal of the notice order is filed with the City Clerk, provided noncompliance with any of the sections set forth above in this paragraph, shall result in a violation of this section.

An appeal for such determination shall be heard by a hearing officer designated by the City within ten days of the date of the filing of the notice of appeal and shall provide an opportunity for the owner to appear and offer evidence to dispute the determination order. The filing fee for each notice of appeal shall be \$50.00. A decision to affirm or reverse such an order shall be entered into by the hearing officer within ten days of the date of the hearing. The decision of the hearing officer shall be the final decision of the City but may be appealed in accordance with the provisions of Nebraska law. If such an appeal is undertaken, and the animal is being held in custody of the City or the Municipal Animal Shelter, then an appeal bond in an appropriate amount shall be paid to and held by the City to cover the cost of impound or other approved Animal Shelter or veterinarian clinic pending the outcome of the appeal. Costs will be charged to the animal owner.

§6-113 DOGS AND CATS: EXCLUDED ANIMALS.

It shall be unlawful for any person to bring any animal into the City, which has, in another jurisdiction, been judicially determined to be a dangerous, potentially dangerous, vicious, a nuisance, or a threat to the health or safety of human beings.

§6-114 DOGS: DANGEROUS OR POTENTIALLY DANGEROUS ANIMALS - SPAYING OR NEUTERING: MICROCHIP IDENTIFICATION AND LICENSE REQUIRED.

Any animal determined to be dangerous or potentially dangerous shall be spayed or neutered and implanted with microchip identification by a licensed veterinarian at the owner's expense no less than 30 days after such determination is entered with written proof of spaying or neutering and the microchip identification number being provided to the City Clerk within 72 hours of the procedure being completed.

§6-115 DOGS: REQUIREMENTS FOR VICIOUS DOGS, POTENTIALLY DANGEROUS DOGS AND DANGEROUS DOGS.

It shall be unlawful for any person to own, keep, or harbor a vicious dog, potentially dangerous dog, or dangerous dog unless such a dog is kept securely confined as provided in this section.

No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to go outside its kennel or pen unless such dog is securely leashed with a leash no longer than four feet (4') in length. No person shall permit a vicious dog, potentially dangerous dog, or dangerous dog to be kept on a chain, rope,

or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such dogs may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, any vicious dog, potentially dangerous dog or dangerous dog on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting people or other animals.

All vicious dogs, potentially dangerous dogs and dangerous dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as above provided. Such pen, kennel, or structure must have secure sides, and a secure top attached to the sides. All structures used to confine vicious dogs, potentially dangerous dogs or dangerous dogs must be locked with a key or combination lock when such animals are within the structure. Such a structure must have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than two feet (2'). All structures erected to house vicious dogs, potentially dangerous dogs or dangerous dogs must comply with all zoning and building regulations of the City. All such structures must be adequately lit and ventilated and kept in a clean and sanitary condition. The pen, kennel, or structure shall be at least ten feet from any property line of the owner and shall also protect the dog from the elements.

No vicious dogs, potentially dangerous dogs or dangerous dogs may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall, within ten (10) days display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog". In addition, a similar sign is required to be posted on the kennel or pen of such an animal.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs, or dangerous dogs within the City shall carry public liability insurance covering each dog in a single incident amount of not less than \$500,000.00 for bodily injury to or death of any person or persons or for damage to property owned by any persons which may result from the ownership, keeping or maintenance of such dogs.

All owners, keepers, or harborers of vicious dogs, potentially dangerous dogs or dangerous dogs within the City shall submit proof of said liability insurance to the City Clerk. The insurance may be in the form of a special liability policy or a standard homeowners or renters insurance policy from a Nebraska licensed insurer which does not have a policy of limiting or excluding such breeds or types of dogs. Proof of insurance must be in the form of a certificate of insurance from said insurer showing coverage for the specific dog sought to be licensed as well as the breed of said dog.

If any vicious dog, potentially dangerous dog or dangerous dog is kept in any manner other than as required in this Section or allowed to run at large, the owner shall be in violation of this section and as part of its judgment the Court may order Law Enforcement, Nuisance Officer and / or Animal Control Authority to put the dog put to death.

§6-116 DOGS: INTERFERENCE WITH ENFORCEMENT AUTHORITY

It shall be unlawful for any person to hinder, delay, or interfere with any Law Enforcement Officer, Nuisance Officer and / or Animal Control Authority who is performing any duty enjoined upon him by the provisions of this Article, or to break open, or in any manner directly or indirectly aid, counsel, or advise the breaking open of the animal shelter, any ambulance wagon, or other vehicle used for the collecting or conveying of animals to the shelter.

§6-117 ANIMALS: KILLING AND POISONING.

It shall be unlawful to kill, or to administer, or cause to be administered, poison of any sort to a dog, cat, or other animal, or in any manner to injure, maim, or destroy, or in any manner attempt to injure, maim, or destroy any dog, cat, or other animal that is the property of another person, or to place any poison or poisoned food where the same is accessible to a dog, cat, or other animal.

§6-118 DOGS: BARKING AND OFFENSIVE

It shall be unlawful for any person to own, keep, or harbor any dog which by loud, continued, or frequent barking, howling, or yelping shall annoy or disturb any neighborhood or person or which habitually barks at or chases pedestrians, drivers, or owners of horses or vehicles while they are on any public sidewalks, streets, or alleys in the Municipality; provided, that the provisions of this Section shall not be construed to apply to the City Impound or other approved animal shelter or veterinarian clinic.

§6-119 ANIMALS: LIABILITY OF OWNER

It shall be unlawful for any person to allow a dog, cat, or other animal / household pet owned, kept, or harbored by him, or under his charge or control, to injure or destroy any real or personal property of any description belonging to another person. The owner or possessor of any such dog, cat, or other animal, in addition to the usual judgment upon conviction, may be made to be liable to the person so injured in an amount equal to the value of the damage sustained.

§6-120 DOGS: IMPOUNDING

It shall be the duty of the nuisance officer or animal control authority to capture, secure, and remove in a humane manner to the City Animal Shelter any animal violating any of the provisions of this Article. The animals so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day. Each impounded animal shall be kept and maintained at the pound for a period of not less than five (5) days unless reclaimed earlier by the owner. Notice of impoundment of all animals, including any significant marks or identifications, shall be posted at the pound as public notification of such impoundage. Any animal may be reclaimed by its owner during the period of impoundage by payment of one hundred dollars (\$100.00) general impoundment fee for the first impoundment and one hundred and fifty dollars (\$150.00) for all subsequent impoundments in the same calendar year. The owner of a dog being reclaimed shall then be required to comply with the rabies vaccination requirements before release. Animal owner is responsible for the cost of said vaccination which must be paid before release of the dog if proof of current rabies is not provided. If the animal is not claimed at the end of the required waiting period after public notice has been given, Law Enforcement, Nuisance Officer, and / or Animal Control Authority may dispose of the animal in accordance with the applicable rules and regulations pertaining to the same; provided, that if, in the judgment of the Law Enforcement, Nuisance Officer, and / or Animal Control Authority, a suitable home can be found for any such animal, the animal shall be turned over to that person and the new owner shall then be required to pay all fees and meet all licensing and vaccinating requirements provided in this Article. The City shall acquire legal title to any dog, cat, or other animal impounded in the Animal Shelter for a period longer than the required waiting period after giving notice. All animals shall be destroyed and buried in a humane manner unless a suitable home can be found for such an animal.

§6-122 ANIMALS: ANIMAL SHELTER

The Animal Shelter shall be safe, suitable, and conveniently located for the impounding, keeping, and destruction of animals. The shelter shall be

sanitary, ventilated, and lighted.

§6-123 DOGS AND CATS: SUSPECTED RABIES

Any animal suspected of being afflicted with rabies, or any animal not vaccinated in accordance with the provisions of this Article which has bitten any person and caused an abrasion of the skin, shall be seized and impounded for a period of not less than ten (10) days. If, upon examination by a veterinarian, the animal has no clinical signs of rabies at the end of such impoundment, it may be released to the owner. If the owner of the said animal has proof of vaccination, it shall be confined by the owner or some other responsible person for a period of at least ten (10) days, at which time the animal shall be examined by a licensed veterinarian. If no signs of rabies are observed, the animal may be released from confinement.

§6-124 ANIMALS: NUISANCE FEEDING PROHIBITED

The feeding of dogs, cats, or any wild animals except birds and squirrels, by setting out food to be left attended or unattended which attracts or is intended to attract dogs, cats, or wild animals is hereby declared to be a public nuisance and to be unlawful.

§6-125 ANIMALS: SANITATION REQUIREMENTS

The owner of any dog, cat, or other animal shall keep any yard, enclosure, shelter structure, or dwelling wherein such animals are kept in a clean and sanitary condition so as not to give off offensive odors which are a source of discomfort to persons residing in the vicinity thereof. The owner shall not allow offal, manure, and waste material of such animal to accumulate or remain in the yard, pen, enclosure, shelter structure, and/or dwelling, upon which such animal resides or is confined in any manner which is conducive to the breeding or attraction of flies, mosquitoes, or other noxious insects or in any manner which endangers the public health or safety or which creates an unhealthy environment. The maintenance or permitting of any of the foregoing conditions on any premises is hereby declared to be a public nuisance. The owner shall, in a sanitary manner, remove or dispose of all offal, manure, and waste material accumulating from such animals at least once every seven days.

§6-126 ANIMALS: VIOLATION; PENALTY

Any person who violates any of the provisions of this Article shall be deemed guilty of a misdemeanor and shall be fined as follows: For the first offense, a fine of \$50.00; for a second offense, a fine of \$100.00; and for a third or subsequent offense, a fine of \$150.00 or imprisonment for not to exceed three

(3) months, or both such fine and imprisonment.

Section 2. This ordinance shall be published in pamphlet form as part of the Municipal Code of the City of Franklin, Nebraska.

Section 3. This ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this day 11, March
2025

Margaret M. Siel, Mayor

Attest:

Raquel Felzien, City Clerk

Ordinance No. 965

AN ORDINANCE OF THE CITY OF FRANKLIN, NEBRASKA, ESTABLISHING RATES TO BE CHARGED BY THE CITY FOR ELECTRIC SERVICES TO THE PUBLIC; REPEALING ALL OTHER RATES OR ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISION OF THIS ORDINANCE; AND ESTALBISHING THE EFFECTIVE DATE.

BE RESOLVED BY THE MAYOR AND CITY COUNCIL of the City of Franklin, Nebraska:

Section 1: The City of Franklin shall charge the following rates and charges as authorized in Chapter 3, Article 3, of the Municipal Code of the City of Franklin, and, specifically, Section 3-816.

As provided in this Ordinance, summer rates shall be for the months of June through September and winter rates shall be for the months of October through May.

A. Residential (RES)

Availability: Available to single family residences, individually metered apartments and churches for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month	\$15.50	\$19.00
Energy Charge		
Summer		
First 600 kWh, per kWh	\$0.1310	\$0.1340
Excess, per kWh	\$0.1310	\$0.1340
Winter		
First 600 kWh, per kWh	\$0.1310	\$0.1340
Excess, per kWh	\$0.0940	\$0.0960

Minimum Bill: The sum of the Customer Charge and Energy Charge.

B. Residential All Electric (RES-AE)

Availability: Available to single family residences and individually metered apartments for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. No applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month	\$15.50	\$19.00
Energy Charge		
Summer		
First 600 kWh, per kWh	\$0.1310	\$0.1340
Excess, per kWh	\$0.1310	\$0.1340
Winter		
First 600 kWh, per kWh	\$0.0850	\$0.0900
Excess, per kWh	\$0.0650	\$0.0700

Minimum Bill: The sum of the Customer Charge and Energy Charge.

C. General Service (GS)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month		
Single-Phase	\$21.75	\$25.00
Three-Phase	\$42.00	\$48.00
Energy Charge		
Summer		
First 1,100 kWh, per kWh	\$0.1340	\$0.1370
Excess, per kWh	\$0.1340	\$0.1370

Winter		
First 1,100 kWh, per kWh	\$0.1340	\$0.1370
Excess, per kWh	\$0.1010	\$0.1050

Minimum Bill: The sum of the Customer Charge and Energy Charge.

D. General Service All Electric (GS-AE)

Availability: Available to non-residential customers whose monthly demand does not exceed 75 kW per month for three (3) consecutive months and whose entire requirements are provided by the electric utility, and the primary source of winter space heating is electrical energy. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month		
Single-Phase	\$21.75	\$25.00
Three-Phase	\$42.00	\$48.00
Energy Charge		
Summer		
First 1,100 kWh, per kWh	\$0.1340	\$0.1370
Excess, per kWh	\$0.1340	\$0.1370
Winter		
First 1,100 kWh, per kWh	\$0.0800	\$0.0840
Excess, per kWh	\$0.0640	\$0.0680

Minimum Bill: The sum of the Customer Charge and Energy Charge.

E. General Service Demand (GSD)

Availability: Available to customers with demand of 75 kW or more per month for three (3) consecutive months and whose entire requirements are provided by the electric utility. Not applicable to resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month	\$75.00	\$80.00
Demand Charge		
Summer, per kW-month	\$19.50	\$20.50
Winter, per kW-month	\$16.50	\$18.00
Energy Charge		
Summer, per kWh	\$0.0620	\$0.0630
Winter, per kWh	\$0.0550	\$0.0560

Billing Demand: The Billing Demand shall be the higher of the peak demand for the current month or 65% of the maximum summer demand or the previous eleven (11) months. Peak demand is calculated at the highest sixty (60) minute integrated demand occurring during the billing month.

Minimum Bill: The sum of the Customer Charge, Demand Charge and Energy Charge.

Power Factor: The customer shall maintain a minimum power factor of 95% (lagging or leading). If the customer fails to do this, measured demand shall be adjusted by multiplying by a correction factor of 0.95 divided by the actual power factor at peak demand.

F. Municipal Facilities – Residential Facilities (MRF)

Availability: Available to all municipal residential facilities, including the Golden Age Village, for all domestic purposes, including space heating, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month	\$15.50	\$19.00
Energy Charge		
Summer, per kWh	\$0.0960	\$0.0970
Winter, per kWh	\$0.0960	\$0.0970

Minimum Bill: The sum of the Customer Charge and Energy Charge.

G. Municipal Facilities – Non-Residential Facilities (MNR)

Availability: Available to all non-residential facilities operated by the City of Franklin or as provided by Interlocal Agreement, single-phase or three-phase, when all services are supplied through a single meter and whose entire requirements are provided by the electric utility.

Character of Service: AC, 60 Hertz, single-phase or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Customer Charge, per month		
Single-Phase		
Three-Phase	\$42.00	\$48.00
Energy Charge		
Summer, per kWh	\$0.0900	\$0.0940
Winter, per kWh	\$0.0900	\$0.0940

Minimum Bill: The sum of the Customer Charge and Energy Charge.

H. Irrigation (IR)

Availability: Available for seasonal irrigation service to customers served from existing single or three-phase distribution lines, whose entire requirements are taken through a single meter, under a contract of standard form. Not applicable for resale, stand-by or auxiliary service.

Character of Service: AC, 60 Hertz, single or three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Horsepower Charge, per connected HP	\$60.00	\$66.00
Energy Charge, per kWh	\$0.1200	\$0.1290

Minimum Bill: The sum of the Horsepower Charge and Energy Charge.

I. Street Lighting (SL)

Availability: Available to the City of Franklin for municipal street lighting services.

Character of Service: AC, 60 Hertz, three-phase, at any of the City's standard voltages where the service may be supplied by a single power transformation.

Rate:

Effective First Full Billing Cycle After:	May 15, 2025	May 15, 2026
Energy Charge		
Summer, per kWh	\$0.0980	\$0.1030
Winter, per kWh	\$0.0980	\$0.1030

Minimum Bill: The Energy Charge.

- J. The meter charge shall be assessed for each electric meter held by each customer of the Municipal electric distribution system.
- K. All bills for electric use shall be due and payable on the 15th day of each month, without notice, at the office of the City Clerk. In no case shall the minimum charge for any use of electric energy be less than the minimum amounts herein provided for any respective type of electric use.
- L. When electric service to any meter has been disconnected for any reason other than delinquent or non-payment of customer's electric bill, the customer shall pay a reconnection fee of \$25.00 for restoration service.
- M. The Mayor and Council may, by resolution or motion, make adjustments of the rates to be charged to customers of the electric distribution system to reflect periodic fluctuations in the cost of purchased power. Such adjustments shall be temporary and shall remain in effect only until further adjustments are necessary or until subsequent amendment of this Section of the Municipal Code.

Section 2: The rates identified in Section 1, subsections A through I above shall increase by 4% each year, effective with the first full billing cycle after October 1, 2027, and every October 1 thereafter.

Section 3: Any other ordinance or section passed and approved prior to the passage, approval, and publication or posting of this Ordinance, and in conflict with its provisions, are hereby repealed.

Section 4: This Ordinance shall take effect and be in full force from now on and after its passage, approval, and publication or posting as required by law.

PASSED AND APPROVED this _____ day of _____, 2025.

CITY OF FRANKLIN, NEBRASKA

Margaret Siel, Mayor

Attest:

Raquel Felzien, City Clerk