



## City of Franklin Regular Meeting April 8, 2025 6:00 PM City Hall

### 1. Call Meeting to Order Roll Call

### 2. Verification of Open Meetings Notice

As mayor, I encourage residents to participate in our council meetings. Public comment is an essential part of our democratic process. To ensure everyone has a fair opportunity to speak, we are implementing a three-minute time limit for each speaker per topic during the public comments section. This will allow us to hear from as many community members as possible. We appreciate your understanding and cooperation as we work to create a space that is respectful and open to all.

### 3. Mayor Communications:

- Spring Clean up starts April 21 through May 3rd. Monday - Saturday 7 am to 5 pm

### 4. Consent Agenda

4.a. Minutes of the previous meetings

4.b. Treasurer's Report

4.c. Budget Report

4.d. Payroll

4.e. **CLAIMS**

- All approved claims, except for Duncan Welding, will be processed in a separate motion.

4.f. Permits: Ugene Blank, water connection; Dave Duncan, fence; Jerry Archer, new structure; Barry Rubendall, new structure; Rocky Beldozier, new structure; Jamie McCoy, fence.

4.g. Franklin County Sheriff's report

4.h. Armor Coating for street for 2025

### 5. Discussion and Action Items

5.a. Discussion and action approval of a claim from Duncan Welding for services to the City of Franklin in the amount of \$122.10

5.b. Discussion and action on renewal for health insurance with Freedom Claims effective June 1, 2025.

5.c. Discussion and action with John Krejewski of JK Energy Consulting LLC presenting the results of the rate study and the recommendation

5.d. Discussion and action with Lance Harter of Oak Creek Engineering about the cost share for the intersection of 9th Ave and G Road.

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- 5.e. Discussion and action on the Nebraska Affordable Housing Trust Fund (NAHTF) grant contract with RMV Construction as the General Contractor (GC)
- 5.f. Discussion and action on contract with Erickson Sullivan Arichtect for zone 1 (by the Library) and zone 2 (west shelter area) Rural Community Redevelopment Plan
- 5.g. Discussion and action on Housing Management Professional Services Agreement with SCEDD
- 5.h. Discussion and action on Franklin Little Flyer Academy update, including opening and funding from Franklin Community Foundation
- 5.i. Discussion and action on request from Amy Stephens for June Jamboree, June 7th request are as follows:
  - Shutting down main street for car show
  - 5K run
  - Free Swimming that day
  - Community Church Service on Sunday morning at the east shelter
  - Having moblie restrooms for the event downtown and the park
- 5.j. Discussion and action on an alert program for the City of Franklin.
  - OnSolve - Code Red
  - Text my Gov
- 5.k. Discussion and action on joint seal bids for Fiscal year 2026 for Street Department
- 5.l. Discussion and action on proposal for new doors at the Franklin Public Library and City Hall
  - Library is the east door
    - Glass Doctor \$5497.16
    - Jackson Glass \$5313.92
  - City Hall is the north door
    - Glass Doctor \$3744.74
    - Jackson Glass\$4093.58
- 5.m. Discussion and action on May 2023 hail storm damage
  - Painting on well house, sewer lagoon, and City Hall north side windows - City employees will do.
  - City Hall roof - Fisher Roofing quote
  - Replace roof on carports at the ball park and cemetery - quote from Smith Lumber
- 5.n. Discussion and action regarding the removal of the brick wall on the Library's west side for the park grant.
- 5.o. Discussion and action on next parcels for NET/STARR Demo/Clean-up.

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- 5.p. Discussion and action on the swimming pool opening and closing date for 2025. Opening day Memorial Day May 26, 2025 until August ???
6. **Resolution**
  - 6.a. Resolution 2025-01 Summer wages
7. **Ordinances**
  - 7.a. **Ordinance #965**  
**Electric Rate Increase as of May 15, 10205**
8. Update on court case for nusiance with Leonard and Patsy Herrick
9. **Public Comments**
10. **Adjourn**

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# CITYWIDE SPRING CLEANUP 2025

Help us keep our community looking amazing! The City of Franklin is sponsoring a citywide cleanup **from April 21st until May 3rd, 2025** to give residents the opportunity to tidy up their properties without any recycling or dumping fees. For more information on where to dump certain materials, and what you're allowed to dispose of, please visit us online or scan the code above.



**4-21 to 5-3-2025**

Hours: Monday-Saturday, 7am-5pm

FREE TO USE:

- Recycling Center
- Construction & Demolition Site
- City Tree Dump



Phone Number:  
**+1 (308) 425-6295**



Website:  
**[www.franklinnebraska.com](http://www.franklinnebraska.com)**

Franklin, Nebraska  
March 13, 2025

A meeting of the Ballpark Board Franklin, Nebraska was held at City Hall in said City on March 13, 2025, at 5:00 PM

Upon roll call, the following board members were in attendance: Webb Antholz, Dave Duncan, Jessica Goosic, Kathy Peterman, Zach Siel, Kelsey Sindt.

Chairman Sindt 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 Jessica Goosic, seconded by Kelsey Sindt to approve minutes from previous meeting. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Motion made by Webb Antholz, seconded by Zach Siel to approve hiring Lyra Peterman for the 2025 Ballpark Manager. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Abstain (With Conflict), Siel: Yea, Sindt: Yea  
Yea: 5, Nay: 0, Abstain (With Conflict): 1

Motion made by Jessica Goosic, seconded by Webb Antholz to approve coaches: Kassie Slocum-tball, Coach Pitch Shannon Carraher & Adam Sindt, Little League Ian James & Derek Pierce, 8U Abby Lienemann, 10U Kelsey Sindt, 12U Nicky Blank. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Motion made by Kelsey Sindt, seconded by Kathy Peterman to approve the purchase of the shade structure behind softball home plate. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Motion made by Jessica Goosic, seconded by Webb Antholz to approve \$1000 for purchase of needed equipment. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Motion made by Webb Antholz, seconded by Kelsey Sindt to approve CWF to do concessions for 2025 at 75% and 25% to ballpark. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Discussed hosting the 10U softball tournament.

Motion made by Kelsey Sindt, seconded by Jessica Goosic to talk to FFA and FCCLA about taking gate money. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

Motion made by Webb Antholz, seconded by Jessica Goosic to approve to hire Don Story to dress the fields for \$1200. Motion Passed.

Antholz: Yea, Duncan: Yea, Goosic: Yea, Peterman: Yea, Siel: Yea, Sindt: Yea  
Yea: 6, Nay: 0

No public comments

Adjourned at 6:06 p.m.

Submitted by:  
Michelle Kahrs  
Secretary of Board

Franklin, Nebraska  
March 11, 2025

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

Upon roll call, the following board members were in attendance: Margaret Siel, Dave Duncan: Dave Platt, Sandy Urbina, and Mike Stephens: 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 shown hereafter were taken while the convened meeting was held open to the attendance of the public.

Approve Augusta Local 308 (AKA HTH Golf) application for the completed work in the total of \$17828.38 with a payment for half of the total amount will be \$8,914.19. Motion Passed.  
Dave Duncan: Yea, Dave Platt: Yea, Mike Stephens: Absent, Sandy Urbina: Yea  
Yea: 3, Nay: 0, Absent: 1

No Public Comments

Adjourn at 5:49 PM

ATTEST:

APPROVED:

\_\_\_\_\_  
Raquel Felzien, City Clerk

\_\_\_\_\_  
Margaret Siel, Chairman

Franklin, Nebraska  
March 11, 2025

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

Upon roll call, the following board members were in attendance: Margaret Siel, Dave Duncan, Dave Platt, Mike Stephens, 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 the 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 Sandy Urbina, seconded by Mike Stephens to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes. All approved claims, except for Vendor#688 to Duncan Welding for \$877.50, will be processed in a separate motion. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

AFLAC	INS.	\$694.46
AMANDA SHELTON	REIMB.	\$72.76
AMGL	FEE	\$6,300.00
BAKER & TAYLOR	SUPP.	\$331.99
BELLAMY LAW	FEE	\$2,550.00
BCBS	INS.	\$10,842.92
BLACK HILLS	GAS	\$951.11
CASPIAN CREATES	FEE	\$540.00
CHEQUEST	MAINT.	\$595.00
CHRISTIE MALL	SERV.	\$80.00
CITY OF FRANKLIN	PETTY CASH	\$205.18
CITY OF FRANKLIN	C&D ACCT	\$16,070.00
CITY OF HOLDREGE	DISP.FEE	\$2,077.72
CPI	FUEL	\$1,605.10
DELTA DENTAL	INS.	\$562.18
DORN AUTO	MAINT.	\$668.60

DORN AUTO	CDA GRANT	\$1,073.06
DUNCAN WELDING	MAINT.	\$877.50
EAKES	FEE	\$73.16
EFTPS	PAYROLL	\$8,379.41
ELECTRIC FUND	ELECTRIC	\$5,630.64
ERICKSON SULLIVAN ARCHITECT	GRANT/NAHTF	\$59,400.00
FELZIEN, RAQUEL	REIMB.	\$264.53
FOX INSURANCE	FEE	\$375.00
FRANKLIN AUTO PARTS	MAINT.	\$1,564.50
FRANKLIN CO. CHRONICLE	FEE	\$937.67
FREEDOM CLAIMS	FEE	\$3,000.00
GLENWOOD TELE.	PHONE	\$536.53
GOLDSTAR PRODUCTS	MAINT.	\$2,938.85
HAROLD K. SCHOLZ CO.	MAINT.	\$8,826.70
HOMETOWN LEASING	FEE	\$407.38
JIM FORDEN	FEE	\$595.00
JIM'S OK TIRE	MAINT.	\$56.00
JK ENERGY CONSULTING	FEE	\$4,500.00
LIBERTY NATIONAL	FEE	\$26.49
LINCOLN MARRIOTT	SCHOOL	\$224.00
MADISON LIFE	INS	\$56.30
MID-AMERICAN RESEARCH	SUPPLIES	\$135.50
MG TRUST	FEE	\$4,750.94
NDEE	LICENSE FEE	\$40.00
NE DEPT OF REV	SALES TAX	\$6,202.08
NE DEPT OF REV	FEE	\$1,742.45
NE PUBLIC HEALTH	FEE	\$259.00
PAYROLL	PAYROLL	\$28,229.15
PITSTOP	FUEL	\$230.00
PLANK'S HWDE	SUPPLY	\$269.73
QUADIENT/FINANCE	POSTAGE	\$709.94
R & R SALES	MAINT.	\$146.90
S.E. SMITH & SONS	SUPPLIES	\$98.02

SAMUEL MCKINNEY	REIMB. UNIFORM	\$69.21
SOUTHERN POWER	FEE	\$60,855.71
TLC	FEE	\$340.00
U.S. BANK	SUPP.	\$4,781.80
VERIZON	PHONE	\$82.95
VSP	INS	\$185.87
WALKING A SURVEYING	FEE	\$883.00
WAPA	FEE	\$7,089.51
	TOTAL	\$260,991.50

Motion made by Dave Platt, seconded by Sandy Urbina to approve claim of \$877.50 claim from vendor #688, Duncan Welding for services to the City of Franklin. Dave Duncan, the owner of Duncan Welding, signed a conflict-of-interest form for current and future claims while serving on the board. Motion Passed.

Duncan: Abstain (With Conflict), Platt: Yea, Stephens: Yea, Urbina: Yea  
 Yea: 3, Nay: 0, Abstain (With Conflict): 1

Discussion with Barry Rubendall provided information on street repairs scheduled by Figgins Construction for the upcoming spring. Damaged areas will get armor coating in spring 2025, with temporary patches used until then. Cement repairs on P Street near 9th Ave may take place in fall 2025.

Motion made by Sandy Urbina, seconded by Mike Stephens to approve purchasing additional Builders Risk coverage from LARM Insurance for the NAHTF grant during construction. The quote for one year is \$1,312.00. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
 Yea: 4, Nay: 0

Motion by Dave Platt, seconded Dave Duncan to go into closed session at 6:56 PM to discuss contractor negotiations for the Nebraska Affordable Housing Trust Fund Grant (NAHFT). Inviting Raquel Felzien, Michelle Kahrs, Jr Stover and Melodie Bellamy into the session. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
 Yea: 4, Nay: 0

Mayor Siel announced we are back in the open session at 7:11 PM

Motion made by Mike Stephens, seconded by Sandy Urbina to approve recommendation from Erickson Sullivan Architects firm on selecting the General Contractor for the NAHTF (Nebraska Affordable Housing Fund) for the grant to begin contract negotiations with RMV Construction. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
 Yea: 4, Nay: 0

Motion by Dave Platt, seconded Dave Duncan to go into closed session at 7:15 PM to discuss contractor negotiations for the Nebraska Affordable Housing Trust Fund Grant (NAHFT) with RMV Construction owners. Inviting Raquel Felzien, Jr Stover, Melodie Bellamy, Steven Buckley, and Curtis Batez into the session. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Mayor Siel announced we are back in the open session at 7:24 PM

Motion made by Mike Stephens, seconded by Sandy Urbina to approve the park committee's recommendation, to select Erickson Sullivan Architects as the Engineering Firm for Zone 1 (adjacent to the library) and Zone 2 (west shelter and restrooms) for the RCRP Grant park renovation. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Sandy Urbina for Zones 3 and 4, will be rejected as their designs do not meet the City's RCRP grant project expectations. We will move on to round two, requesting proposals from at least three to four companies, with the product specified by the committee. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Sandy Urbina to approve the procurement policy for the RCRP grant subject to City Lawyer's edits. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Dave Platt, seconded by Sandy Urbina to approve the waiver of dumping fees for the interior demolition associated with the NAHTF Grant for the Marcellus Building project by the City of Franklin.

Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Mike Stephens, seconded by Sandy Urbina to approve updated Boards and Committees for 2025 with adding David Duncan to committees and Chase Bislow, to the planning board. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Discussion and update on 808 17th Ave, Vigil; 907 15th Ave, Davis; 213 14th Ave, Martin; 1302 L Street, Cestarich. The City Lawyer is working on getting all these properties and will report back at a later date.

Motion made by Sandy Urbina, seconded by Dave Platt to approve nuisance abatement rescinding the following properties: 2024-FRAN-NET 1 7004; 2024-FRAN-NET 2. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

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

Motion made by Sandy Urbina, seconded by Dave Duncan to approve hiring Emily Cleveland for the 2025 swimming pool manager and the setting summer wages will be discussed and voted on April 8, 2025, council meeting. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Mike Stephens to approve 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 on October 8, 2024, council meeting. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

A discussion took place regarding the daycare building at 1312 Q Street with board members Amy Stephens, Patty Schurman, and Sandy Urbina. They reviewed the financial figures for operating as a nonprofit and it is not feasible. The board will meet in a few weeks to discuss hosting an open house to invite community members and highlight the turnkey building, with the aim of generating interest from the community.

Motion made by Dave Platt, seconded by Mike Stephens to approve 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. Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Discussion and update on May 5, 2023, storm damage claims left to do. Painting on well house, sewer lagoon, and City Hall north side windows, City Hall roof, Replace roof on carports at the ballpark and cemetery.

Motion by Dave Platt, seconded by Dave Duncan to approve ordinance #966 an ordinance of the City of Franklin, Nebraska, 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.

Motion Passed.

Duncan: Yea, Platt: Yea, Stephens: Yea, Urbina: Yea  
Yea: 4, Nay: 0

Discussion and first reading of Ordinance#965 Electric rates. 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.

Public comments: Steve Dallmann inquired if there would be a separate expense listing for the  
NAHTF (Nebraska Affordable Housing Trust Fund) grant project. Mayor Siel confirmed that all  
expenses are included in the budget reports

Adjourn meeting at 9:25 PM

ATTEST:

APPROVED:

\_\_\_\_\_  
Raquel Felzien, City Clerk

\_\_\_\_\_  
Margaret Siel, Mayor

Franklin, Nebraska  
March 17, 2025

A meeting of the Planning Board of the City of Franklin, Nebraska was held at City Hall in said City on March 17, 2025, at 5:30 PM

Upon roll call, the following board members were in attendance: Chase Bislow, Elsie Gladden, Kim Naden, Steve Schmidt, and Jr Splattstoesser.

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 Elsie Gladden, seconded by Chase Bislow to approve minutes from the previous meeting. Motion Passed.

Bislow: Yea, Gladden: Yea, Naden: Yea, Schmidt: Yea, Splattstoesser: Yea  
Yea: 5, Nay: 0

Motion made by Jr Splattstoesser, seconded by Steve Schmidt to approve appoint Kim Naden as the chairperson of the planning board. Motion Passed.

Bislow: Yea, Gladden: Yea, Naden: Abstain (With Conflict), Schmidt: Yea, Splattstoesser: Yea  
Yea: 4, Nay: 0, Abstain (With Conflict): 1

Motion made by Steve Schmidt, seconded by Elsie Gladden to approve Kim Naden to serve on the Board of Adjustments Board. Motion Passed.

Bislow: Yea, Gladden: Yea, Naden: Abstain (With Conflict), Schmidt: Yea, Splattstoesser: Yea  
Yea: 4, Nay: 0, Abstain (With Conflict): 1

Motion made by Chase Bislow, seconded by Jr Splattstoesser to approve scheduling meeting dates and time for 2025 as: June 16, 2025; September 15, 2025; December 15, 2025. Meeting times at 5:30 PM, if we don't have anything to discuss, we will not schedule a meeting. Motion Passed.

Bislow: Yea, Gladden: Yea, Naden: Yea, Schmidt: Yea, Splattstoesser: Yea  
Yea: 5, Nay: 0

No public comments.

Motion made by Jr Splattstoesser, seconded by Elsie Gladden to adjourn meeting at 5:47 pm. Motion Passed.

Bislow: Yea, Gladden: Yea, Naden: Yea, Schmidt: Yea, Splattstoesser: Yea  
Yea: 5, Nay: 0

Submitted by:

Raquel Felzien, Secretary of board

<b>Cornerstone Bank &amp; SCSB</b>		<b>for April 8, 2025 meeting</b>				
Beginging Balance	\$711,934.95					
Credit Transactions	\$386,656.69					
Debit Transactions	\$374,141.15					
ending bank balance	\$724,450.49					
<b>KENO CHECKING</b>	<b>\$0.00</b>	<b>This account is closed</b>				
C & D Enterprise Fund	\$80,258.75					
Farmers State Bank Trust/ Health Acct	\$51,116.54					
<b>TOTAL OF ALL CHECKING ACCOUNTS</b>	<b>\$855,825.78</b>					
<b>CD BALANCES CORNERSTONE BANK (CBS)</b>	<b>CERTIFICATE VALUE</b>	<b>INTEREST EARNED</b>	<b>RATE</b>	<b>MATURITY DATE</b>	<b>ACCOUNT TERM</b>	
CSB CD#114064	\$53,724.00	\$579.21	4.42%	06/05/2025	7 MONTHS	
CSB CD# 115430	\$271,323.46	\$0.00	4.28%	7/20/2025	7 MONTHS	
CSB CD#127417	\$55,464.35	\$0.00	3.94%	9/9/2025	11 MONTHS	
CSB CD#127418	\$54,944.90	\$0.00	3.94%	9/9/2025	11 MONTHS	
CSB CD#127419	\$150,024.26	\$0.00	4.42%	5/9/2025	7 MONTHS	
CSB CD#128049	\$296,290.36	\$0.00	4.42%	06/06/2025	7 MONTHS	
CSB CD# 128710	\$174,323.95	\$0.00	4.28%	06/26/2025	7 MONTHS	
CSB CD#128711	\$174,323.96	\$0.00	4.28%	06/26/2025	7 MONTHS	
<b>Total CBS:</b>	<b>\$1,230,419.24</b>	<b>\$579.21</b>				
<b>SOUTH CENTRAL STATE BANK (SCSB)</b>	<b>CERTIFICATE VALUE</b>	<b>INTEREST EARNED</b>	<b>RATE</b>	<b>MATURITY DATE</b>	<b>ACCOUNT TERM</b>	
SCSB CD#405491	\$140,762.73	\$0.00	1.40%	08/01/2025	9 MONTHS	
SCSB CD#405525	\$438,601.53	\$0.00	1.30%	8/12/2025	6 MONTHS	
SCSB CD#405526	\$323,785.95	\$0.00	1.40%	08/12/2025	9 MONTHS	
SCSB CD#405673	\$116,756.64	\$0.00	1.30%	07/24/2025	6 MONTHS	
SCSB CD#405884	\$53,574.66	\$0.00	4.08%	08/07/2025	5 MONTHS	
<b>Total SCSB:</b>	<b>\$1,073,481.51</b>	<b>\$0.00</b>				
<b>Total CD's Investments:</b>	<b>\$2,303,900.75</b>	<b>\$579.21</b>				
<b>GRAND TOTAL CHECKING &amp; CD'S:</b>	<b>\$3,159,726.53</b>					

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	5,190.28	62,938.58	27.82	163,260.51	226,199.09
05-00-4103	CITY SALES TAX	8,819.16	62,346.68	51.96	57,653.32	120,000.00
05-00-4211	STATE EQUALIZATION PYMT	24,886.40	24,886.40	16.65	124,590.18	149,476.58
05-00-4305	MISC REVENUES	364.85	7,275.85	58.21	5,224.15	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	4,873.00	6,748.00	89.97	752.00	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
	ADMIN TOTAL	44,133.69	167,993.10	18.65	732,682.57	900,675.67
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS	1,195.00	1,770.00	70.80	730.00	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
	SUMMER RECREATION TOTAL	1,195.00	1,770.00	13.88	10,980.00	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
	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
	PARK TOTAL	.00	694.88	.15	476,305.12	477,000.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	74.05	363.50	24.23	1,136.50	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
	LIBRARY TOTAL	74.05	363.50	18.18	1,636.50	2,000.00
CEMETERY DEPARTMENT						
05-11-4020	CEMETERY INCOME	325.00	3,025.00	30.25	6,975.00	10,000.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CEMETERY TOTAL	325.00	3,025.00	30.25	6,975.00	10,000.00
	GENERAL TOTAL	=====	=====	=====	=====	=====
		45,727.74	173,846.48	12.32	1237,079.19	1,410,925.67
		=====	=====	=====	=====	=====
ADMIN DEPARTMENT						
12-00-4125	LOAN PROCEEDS-STREET				125,000.00	125,000.00
12-00-4230	HIGHWAY ALLOCATIONS - STR	15,032.89	92,210.71	52.70	82,759.29	174,970.00
12-00-4231	MOTOR VEHICLE FEES - STR	1,215.83	11,014.59	55.07	8,985.41	20,000.00
12-00-4305	SALE OF EQUIPMENT-STR		297.78		297.78-	
12-00-4321	ROAD TAX - STR	107.16	1,402.30	35.06	2,597.70	4,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	3,768.30	15,744.04	62.98	9,255.96	25,000.00
12-00-4910	TRANSFER REVENUE - STR				110,000.00	110,000.00
	ADMIN TOTAL	-----	-----	-----	-----	-----
		20,124.18	120,669.42	26.29	338,300.58	458,970.00
		=====	=====	=====	=====	=====
	STREET TOTAL	20,124.18	120,669.42	26.29	338,300.58	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	2,939.72	20,782.20	59.38	14,217.80	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
	ADMIN TOTAL	-----	-----	-----	-----	-----
		2,939.72	20,782.20	1.06	1936,217.80	1,957,000.00
		=====	=====	=====	=====	=====
	CDA TOTAL	2,939.72	20,782.20	1.06	1936,217.80	1,957,000.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE	=====	=====	=====	=====	=====
		68,791.64	315,298.10	8.24	3511,747.57	3,827,045.67
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SUMMER RECREATION DEPARTMENT

05-01-5010	FUEL				2,000.00	2,000.00
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**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

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	20.75	20.75	20.75	79.25	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	
	<b>SUMMER RECREATION TOTAL</b>	<b>20.75</b>	<b>546.75</b>	<b>2.78</b>	<b>19,103.25</b>	<b>19,650.00</b>	
	<b>POOL DEPARTMENT</b>						
05-03-5020	PHONE - POOL		94.88-	18.98-	594.88	500.00	
05-03-5030	NATURAL GAS - POOL	386.31	396.43	158.57	146.43-	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		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	40.00	115.00	14.38	685.00	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	20.75	40.70	16.28	209.30	250.00	
05-03-5800	CAPITAL OUTLAY - POOL				4,000.00	4,000.00	
	<b>POOL TOTAL</b>	<b>447.06</b>	<b>5,971.84</b>	<b>7.25</b>	<b>76,378.16</b>	<b>82,350.00</b>	
	<b>PARK DEPARTMENT</b>						
05-04-5010	FUEL - PARK	76.05	1,019.05	50.95	980.95	2,000.00	
05-04-5020	PHONE - PARK	34.95	209.70	41.94	290.30	500.00	
05-04-5040	ELECTRICITY - PARK	194.54	1,126.95	37.57	1,873.05	3,000.00	
05-04-5070	PENSION PLAN - PARK	95.92	305.52	30.55	694.48	1,000.00	
05-04-5110	SALARIES - PARK	1,752.64	13,495.66	61.34	8,504.34	22,000.00	
05-04-5120	SOCIAL SECURITY - PARK	124.30	931.07	37.24	1,568.93	2,500.00	
05-04-5140	PROFESSIONAL - PARK		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	22.46	11.23	177.54	200.00	
05-04-5160	UNEMPLOYMENT - PARK		4.58	4.58	95.42	100.00	
05-04-5190	HEALTH INSURANCE - PARK	1,178.56	6,587.16	98.32	112.84	6,700.00	

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-04-5192	DENTAL/VISION INS	82.89	526.39		526.39-	
05-04-5280	UNIFORMS - PARK	69.21	192.78	96.39	7.22	200.00
05-04-5310	CHEMICALS - PARK				1,750.00	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	185.48	1,231.34	22.39	4,268.66	5,500.00
05-04-5340	OFFICE EXPENSES - PARK		22.56	4.51	477.44	500.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	311.72	2,534.48	40.88	3,665.52	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	353.75	438.71	87.74	61.29	500.00
05-04-5800	CAPITAL OUTLAY - PARK		37.50	.01	564,962.50	565,000.00
	PARK TOTAL	4,463.21	33,604.86	5.38	590,445.14	624,050.00

GENERAL DEPARTMENT

05-05-5010	FUEL - GEN	262.85	332.48	110.83	32.48-	300.00
05-05-5020	PHONE - GEN	218.89	1,303.88	56.69	996.12	2,300.00
05-05-5030	NATURAL GAS - GEN		886.33		886.33-	
05-05-5040	ELECTRICITY - GEN	540.44	2,145.28	85.81	354.72	2,500.00
05-05-5070	PENSION PLAN - GEN	328.23	2,107.33	60.21	1,392.67	3,500.00
05-05-5110	SALARIES - GEN	7,203.36	49,367.63	61.71	30,632.37	80,000.00
05-05-5120	SOCIAL SECURITY - GEN	548.58	3,758.39	61.11	2,391.61	6,150.00
05-05-5140	PROFESSIONAL - GEN	2,820.00	19,752.47	82.30	4,247.53	24,000.00
05-05-5150	INSURANCE - GEN	1,722.89	17,562.29	87.81	2,437.71	20,000.00
05-05-5151	LIFE INSURANCE - GEN	6.39	38.46	25.64	111.54	150.00
05-05-5160	UNEMPLOYMENT - GEN		4.58	6.11	70.42	75.00
05-05-5190	HEALTH INSURANCE - GEN	2,370.16	14,404.41	36.01	25,595.59	40,000.00
05-05-5192	VISION/DENTAL INS	204.75	1,302.82	65.14	697.18	2,000.00
05-05-5280	UNIFORM - GEN				250.00	250.00
05-05-5320	MATERIALS/SUPPLIES - GEN	279.32	4,720.99	62.95	2,779.01	7,500.00
05-05-5340	OFFICE EXPENSES - GEN	237.96	1,584.24	79.21	415.76	2,000.00
05-05-5360	POSTAGE - GENERAL		8.20	2.73	291.80	300.00
05-05-5420	MAINTENANCE/REPAIRS - GEN	379.89	23,697.55	106.75	1,497.55-	22,200.00
05-05-5440	SCHOOLING - GEN	461.10	1,375.59	3.06	43,624.41	45,000.00
05-05-5450	FEES & DUES - GEN	4,305.13	37,311.91	74.62	12,688.09	50,000.00
05-05-5459	ELECTION EXPENSES - GEN		182.50	36.50	317.50	500.00
05-05-5610	MISC - GENERAL		851.00	2.13	39,149.00	40,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	1,152.55	19,834.58	56.67	15,165.42	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
	GENERAL TOTAL	23,042.49	202,532.91	30.51	461,192.09	663,725.00

POLICE DEPARTMENT

05-06-5110	SALARIES - POL	35.00	3,486.97	13.95	21,513.03	25,000.00
05-06-5120	SOCIAL SECURITY - POL		264.06		264.06-	
05-06-5140	PROFESSIONAL - POL		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 3/2025, FISCAL 6/2025**

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		40,160.00	40.16	59,840.00	100,000.00
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	POLICE TOTAL	35.00	54,408.69	43.53	70,591.31	125,000.00
LIBRARY DEPARTMENT						
05-08-5020	PHONE - LIB	109.30	656.06	50.47	643.94	1,300.00
05-08-5040	ELECTRICITY - LIB	510.04	1,690.43	37.57	2,809.57	4,500.00
05-08-5070	PENSION PLAN - LIB	171.99	1,113.99	61.89	686.01	1,800.00
05-08-5110	SALARIES - LIB	3,859.07	25,343.18	53.35	22,156.82	47,500.00
05-08-5111	SALARIES- CLEANING	50.00	300.00	50.00	300.00	600.00
05-08-5120	SOCIAL SECURITY - LIB	288.63	1,892.67	63.09	1,107.33	3,000.00
05-08-5140	PROFESSIONAL - LIB		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	6.39	183.42	30.57	416.58	600.00
05-08-5160	UNEMPLOYMENT - LIB		4.58	4.58	95.42	100.00
05-08-5190	HEALTH INSURANCE - LIB	628.57	3,771.42	47.14	4,228.58	8,000.00
05-08-5192	DENTAL/VISION INS	61.56	380.47	63.41	219.53	600.00
05-08-5280	UNIFORMS - LIB	70.83	70.83	35.42	129.17	200.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	151.15	1,128.29	70.52	471.71	1,600.00
05-08-5340	OFFICE EXPENSES - LIB	194.62	472.43	31.50	1,027.57	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB				6,000.00	6,000.00
05-08-5440	SCHOOLING - LIB	72.76	248.24	20.69	951.76	1,200.00
05-08-5450	FEES & DUES - LIB	36.53	1,665.23	95.16	84.77	1,750.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	158.55	953.98	38.16	1,546.02	2,500.00
05-08-5662	SUMMER READING PROGRAM - LIB	102.71	728.65	72.87	271.35	1,000.00
05-08-5800	CAPITAL OUTLAY - LIB				2,000.00	2,000.00
05-08-5801	BOOKS/VIDEOS/MAG.LIB	435.27	3,490.21	55.84	2,759.79	6,250.00
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	LIBRARY TOTAL	6,907.97	47,300.63	49.45	48,349.37	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	95.92	197.72	19.77	802.28	1,000.00
05-11-5110	SALARIES - CEM	1,752.61	11,698.09	58.49	8,301.91	20,000.00
05-11-5120	SOCIAL SECURITY - CEM	124.30	799.55	53.30	700.45	1,500.00
05-11-5140	PROFESSIONAL - CEM		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	22.43	4.49	477.57	500.00
05-11-5160	UNEMPLOYMENT - CEM		4.58	6.11	70.42	75.00
05-11-5190	HEALTH INSURANCE - CEM	1,178.59	6,380.89	96.68	219.11	6,600.00
05-11-5192	DENTAL/VISION INS	82.89	497.32	99.46	2.68	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	393.00	919.27	13.13	6,080.73	7,000.00
05-11-5450	FEES & DUES - CEM				300.00	300.00
05-11-5610	MISCELLANEOUS - CEM				300.00	300.00

**BUDGET REPORT**  
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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
	CEMETERY TOTAL	3,630.50	23,679.79	43.07	31,295.21	54,975.00
	GENERAL TOTAL	38,546.98	368,045.47	22.10	1297,354.53	1,665,400.00

ADMIN DEPARTMENT

12-00-5010	FUEL - STR	922.67	4,638.88	37.11	7,861.12	12,500.00
12-00-5020	PHONE - STR	77.89	467.33	46.73	532.67	1,000.00
12-00-5040	ELECTRICITY - STR	2,410.16	13,232.75	48.12	14,267.25	27,500.00
12-00-5070	PENSION PLAN - STR	380.32	2,000.11	61.54	1,249.89	3,250.00
12-00-5110	SALARIES - STR	6,338.64	33,335.39	55.56	26,664.61	60,000.00
12-00-5120	SOCIAL SECURITY - STR	486.28	2,531.50	50.63	2,468.50	5,000.00
12-00-5140	PROFESSIONAL - STR		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	32.41	32.41	67.59	100.00
12-00-5160	UNEMPLOYMENT - STR		4.58	4.58	95.42	100.00
12-00-5190	HEALTH INSURANCE - STR	2,545.72	15,274.32	43.64	19,725.68	35,000.00
12-00-5192	DENTAL/VISION INS	166.24	1,074.10	71.61	425.90	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	142.92	616.97	19.28	2,583.03	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	1,792.20	17,861.08	44.65	22,138.92	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
12-00-5450	FEES & DUES - STR	70.00	70.00		70.00-	
12-00-5630	CONTRACTS & AGREEMENTS -STREET	56.80	142.00	28.40	358.00	500.00
12-00-5800	CAPITAL OUTLAY - STR		10,500.00	5.25	189,500.00	200,000.00
	ADMIN TOTAL	15,395.02	127,160.87	26.35	355,389.13	482,550.00
	STREET TOTAL	15,395.02	127,160.87	26.35	355,389.13	482,550.00
15-00-5640	DONATIONS- COMMUNITY BETTERMNT	289.69	689.69	81.14	160.31	850.00
	ADMIN TOTAL	289.69	689.69	81.14	160.31	850.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	COMMUNITY BETTERMENT TOTAL	289.69	689.69	81.14	160.31	850.00
		=====	=====	=====	=====	=====
16-00-5640	CDA EXPENDITURE	100,000.00	169,730.53	169.73	69,730.53-	100,000.00
16-00-5700	REVOLVING LOAN	8,914.19	34,618.10	69.24	15,381.90	50,000.00
16-00-5705	PROFESSIONAL FEES				1,000.00	1,000.00
16-00-5800	CDA CAPITAL OUTLAY	59,532.61	133,107.53	6.93	1788,892.47	1,922,000.00
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	ADMIN TOTAL	168,446.80	337,456.16	16.28	1735,543.84	2,073,000.00
		=====	=====	=====	=====	=====
	CDA TOTAL	168,446.80	337,456.16	16.28	1735,543.84	2,073,000.00
		=====	=====	=====	=====	=====
		-----	-----	-----	-----	-----
	TOTAL EXPENSES	222,678.49	833,352.19	19.74	3388,447.81	4,221,800.00
		=====	=====	=====	=====	=====
	NET PROFIT/LOSS:	153,886.85-	518,054.09-	131.23	123,299.76	394,754.33-



**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	44,133.69	167,993.10	18.65	732,682.57	900,675.67
	SUMMER RECREATION TOTAL	1,195.00	1,770.00	13.88	10,980.00	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	74.05	363.50	18.18	1,636.50	2,000.00
	CEMETERY TOTAL	325.00	3,025.00	30.25	6,975.00	10,000.00
	GENERAL TOTAL	45,727.74	173,846.48	12.32	1237,079.19	1,410,925.67
	ADMIN TOTAL	20,124.18	120,669.42	26.29	338,300.58	458,970.00
	STREET TOTAL	20,124.18	120,669.42	26.29	338,300.58	458,970.00
	TOTAL REVENUE	65,851.92	294,515.90	15.75	1575,379.77	1,869,895.67
	SUMMER RECREATION TOTAL	20.75	546.75	2.78	19,103.25	19,650.00
	POOL TOTAL	447.06	5,971.84	7.25	76,378.16	82,350.00
	PARK TOTAL	4,463.21	33,604.86	5.38	590,445.14	624,050.00
	GENERAL TOTAL	23,042.49	202,532.91	30.51	461,192.09	663,725.00
	POLICE TOTAL	35.00	54,408.69	43.53	70,591.31	125,000.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	6,907.97	47,300.63	49.45	48,349.37	95,650.00
	CEMETERY TOTAL	3,630.50	23,679.79	43.07	31,295.21	54,975.00
	GENERAL TOTAL	38,546.98	368,045.47	22.10	1297,354.53	1,665,400.00
	ADMIN TOTAL	15,395.02	127,160.87	26.35	355,389.13	482,550.00
	STREET TOTAL	15,395.02	127,160.87	26.35	355,389.13	482,550.00
	TOTAL EXPENSES	53,942.00	495,206.34	23.05	1652,743.66	2,147,950.00
	NET PROFIT/LOSS:	11,909.92	200,690.44-	72.18	77,363.89-	278,054.33-

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	96,776.24	627,346.79	48.26	672,653.21	1,300,000.00
01-00-4050	PENALTY REVENUE - ELEC	883.82	3,647.34	48.63	3,852.66	7,500.00
01-00-4300	INTEREST - ELEC		407.62	13.59	2,592.38	3,000.00
01-00-4340	FINES & FEES - ELEC	25.00	25.00		25.00-	
01-00-4500	METER DEPOSITS	225.00	1,120.00	32.00	2,380.00	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
	ADMIN TOTAL	97,910.06	634,807.13	43.24	833,192.87	1,468,000.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP	13,687.50	85,957.50	52.10	79,042.50	165,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	92.60	1,796.10	59.87	1,203.90	3,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP	20.00	120.00	50.00	120.00	240.00
	POWER PLANT TOTAL	13,800.10	87,873.60	52.23	80,366.40	168,240.00
	ELECTRIC TOTAL	111,710.16	722,680.73	44.17	913,559.27	1,636,240.00
ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	12,771.77	98,827.41	42.97	131,172.59	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	4,069.07	35,177.92	54.12	29,822.08	65,000.00
02-00-4020	MISC WATER INCOME	52.00	847.90	28.26	2,152.10	3,000.00
02-00-4050	PENALTY REVENUE - WTR	114.75	904.57	6.03	14,095.43	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
	ADMIN TOTAL	17,007.59	136,165.42	29.24	329,584.58	465,750.00
	WATER TOTAL	17,007.59	136,165.42	29.24	329,584.58	465,750.00
ADMIN DEPARTMENT						
03-00-4010	CONSUMERS REVENUE - SWR	8,802.17	57,267.81	49.80	57,732.19	115,000.00
03-00-4050	PENALTY REVENUE - SWR	81.67	488.10	48.81	511.90	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
	ADMIN TOTAL	8,883.84	58,163.53	21.62	210,836.47	269,000.00
	SEWER TOTAL	8,883.84	58,163.53	21.62	210,836.47	269,000.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	15,433.40	95,259.70	54.43	79,740.30	175,000.00
04-07-4050	PENALTY REVENUE - SAN	155.84	699.00	46.60	801.00	1,500.00
04-07-4200	C & D REVENUE - SAN	2,461.60	6,448.70	64.49	3,551.30	10,000.00
04-07-4300	INTEREST - SAN		407.54	12.74	2,792.46	3,200.00
	SANITATION TOTAL	18,050.84	102,814.94	54.20	86,885.06	189,700.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR	66.00	751.33	15.03	4,248.67	5,000.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W		3,532.27	23.55	11,467.73	15,000.00
	WASTE REDUCTION TOTAL	66.00	4,283.60	21.42	15,716.40	20,000.00
	SANITATION/WASTE REDUCT TOTAL	18,116.84	107,098.54	51.07	102,601.46	209,700.00
	TOTAL REVENUE	155,718.43	1,024,108.22	39.68	1556,581.78	2,580,690.00
ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC		632.27	21.08	2,367.73	3,000.00
01-00-5020	PHONE - ELEC	37.45	224.70	44.94	275.30	500.00
01-00-5030	NATURAL GAS - ELEC	279.27	1,005.28	67.02	494.72	1,500.00
01-00-5041	POWER PURCHASED - ELEC	66,103.22	375,748.39	48.48	399,251.61	775,000.00
01-00-5070	PENSION PLAN - ELEC	605.60	3,457.91	53.20	3,042.09	6,500.00
01-00-5110	SALARIES - ELEC	10,047.38	56,835.05	51.67	53,164.95	110,000.00
01-00-5120	SOCIAL SECURITY - ELEC	721.24	4,070.08	53.20	3,579.92	7,650.00
01-00-5140	PROFESSIONAL - ELEC	270.00	2,944.47	98.15	55.53	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	102.37	40.95	147.63	250.00
01-00-5160	UNEMPLOYMENT - ELEC		4.58	4.58	95.42	100.00
01-00-5190	HEALTH INSURANCE - ELEC	5,734.79	34,087.26	58.77	23,912.74	58,000.00
01-00-5192	DENTAL/VISION INS	384.46	2,267.16	64.78	1,232.84	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC		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	29.33	905.20	60.35	594.80	1,500.00
01-00-5340	OFFICE EXPENSES - ELEC		328.34	21.89	1,171.66	1,500.00
01-00-5360	POSTAGE - ELEC	87.50	350.00	35.00	650.00	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	262.43	733.01	36.65	1,266.99	2,000.00
01-00-5450	FEES & DUES - ELEC	187.50	187.50	9.38	1,812.50	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	4,755.53	10,305.70	137.41	2,805.70	7,500.00
01-00-5710	FRONTDESK SERVICE CHARGES	7.80	84.30	16.86	415.70	500.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
01-00-5800	CAPITAL OUTLAY - ELEC		4,187.62	1.99	205,812.38	210,000.00
01-00-5910	TRANSFER EXPENSE - ELEC				685,000.00	685,000.00
	ADMIN TOTAL	89,532.67	517,984.96	26.90	1407,615.04	1,925,600.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	92.60	1,796.10	59.87	1,203.90	3,000.00
01-10-5110	SALARIES - PP	104.00	1,132.00	25.16	3,368.00	4,500.00
01-10-5120	FICA EXPENSE - PP	8.44	91.82	18.36	408.18	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	828.36	1,052.54	2.96	34,447.46	35,500.00
01-10-5420	MAINTENANCE/REPAIRS - PP	8,826.70	359,678.85	185.40	165,678.85-	194,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP	651.64	2,503.99		2,503.99-	
	POWER PLANT TOTAL	10,511.74	386,958.19	146.85	123,458.19-	263,500.00
	ELECTRIC TOTAL	100,044.41	904,943.15	41.34	1284,156.85	2,189,100.00
ADMIN DEPARTMENT						
02-00-5010	FUEL - WTR	177.06	536.96	19.18	2,263.04	2,800.00
02-00-5020	PHONE - WTR	71.10	427.10	32.85	872.90	1,300.00
02-00-5040	ELECTRICITY - WTR	2,993.92	13,707.42	48.96	14,292.58	28,000.00
02-00-5070	PENSION PLAN - WTR	239.68	1,362.36	54.49	1,137.64	2,500.00
02-00-5110	SALARIES - WTR	4,015.25	22,837.54	54.38	19,162.46	42,000.00
02-00-5120	SOCIAL SECURITY - WTR	265.19	1,489.83	54.18	1,260.17	2,750.00
02-00-5140	PROFESSIONAL - WTR		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	32.10	10.70	267.90	300.00
02-00-5160	UNEMPLOYMENT - WTR		4.58	4.58	95.42	100.00
02-00-5190	HEALTH INSURANCE - WTR	1,856.17	11,214.49	62.30	6,785.51	18,000.00
02-00-5192	DENTAL/VISION INS	131.31	809.35	67.45	390.65	1,200.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR		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	1,022.56	1,527.07	61.08	972.93	2,500.00
02-00-5340	OFFICE EXPENSES - WTR		6.79	2.26	293.21	300.00
02-00-5360	POSTAGE - WTR	155.05	624.10	41.61	875.90	1,500.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	334.30	13,680.47	45.60	16,319.53	30,000.00
02-00-5440	SCHOOLING - WTR	890.00	2,443.25	81.44	556.75	3,000.00
02-00-5450	FEES & DUES - WTR	14.00	140.30	17.54	659.70	800.00
02-00-5520	LABORATORY TESTING/MONITORING	259.00	531.00	17.70	2,469.00	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	64.75	2,074.10	20.74	7,925.90	10,000.00
02-00-5800	CAPITAL OUTLAY - WTR		31,176.12	16.67	155,823.88	187,000.00
02-00-5910	TRANSFER OUT				250,000.00	250,000.00
	ADMIN TOTAL	12,492.54	120,654.57	19.64	493,595.43	614,250.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	WATER TOTAL	12,492.54	120,654.57	19.64	493,595.43	614,250.00
		=====	=====	=====	=====	=====
03-00-5010	FUEL - SWR	87.76	977.22	65.15	522.78	1,500.00
03-00-5040	ELECTRICITY - SWR	638.57	2,269.79	53.41	1,980.21	4,250.00
03-00-5070	PENSION PLAN - SWR	194.81	1,114.30	55.72	885.70	2,000.00
03-00-5110	SALARIES - SWR	3,263.50	18,675.43	53.36	16,324.57	35,000.00
03-00-5120	SOCIAL SECURITY - SWR	206.53	1,162.06	42.26	1,587.94	2,750.00
03-00-5140	PROFESSIONAL - SWR		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	32.06	32.06	67.94	100.00
03-00-5160	UNEMPLOYMENT		4.58	4.58	95.42	100.00
03-00-5190	HEALTH INSURANCE - SWR	1,836.56	11,108.01	55.54	8,891.99	20,000.00
03-00-5192	DENTAL/VISION INS	119.58	752.48	75.25	247.52	1,000.00
03-00-5310	CHEMICALS - SWR		20,399.43	102.00	399.43	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	249.84	3,413.58	682.72	2,913.58	500.00
03-00-5340	OFFICE EXPENSES - SWR				1,000.00	1,000.00
03-00-5360	POSTAGE - SWR	87.50	350.00	50.00	350.00	700.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER	2,503.60	2,706.60	9.02	27,293.40	30,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	64.76	2,174.16	14.49	12,825.84	15,000.00
03-00-5800	CAPITAL OUTLAY - SWR		31,176.13	18.34	138,823.87	170,000.00
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	ADMIN TOTAL	9,256.20	98,830.13	32.21	207,969.87	306,800.00
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	SEWER TOTAL	9,256.20	98,830.13	32.21	207,969.87	306,800.00
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SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	887.64	6,072.35	33.74	11,927.65	18,000.00
04-07-5020	PHONE - SANITATION	69.90	419.40	49.34	430.60	850.00
04-07-5070	PENSION PLAN - SAN	307.16	2,055.28	68.51	944.72	3,000.00
04-07-5110	SALARIES - SAN	5,162.49	34,653.97	49.51	35,346.03	70,000.00
04-07-5120	SOCIAL SECURITY - SAN	364.94	2,478.68	38.13	4,021.32	6,500.00
04-07-5140	PROFESSIONAL - SAN		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	36.22		36.22	
04-07-5160	UNEMPLOYMENT		4.58	2.29	195.42	200.00
04-07-5190	HEALTH INSURANCE - SAN	1,056.64	5,954.47	74.43	2,045.53	8,000.00
04-07-5192	DENTAL/VISION INS	179.35	1,148.68	88.36	151.32	1,300.00
04-07-5280	UNIFORMS		195.32	97.66	4.68	200.00
04-07-5320	MATERIALS/SUPPLIES - SAN	128.88	372.64	7.45	4,627.36	5,000.00
04-07-5340	OFFICE EXPENSES - SAN		76.39	15.28	423.61	500.00
04-07-5360	POSTAGE - SAN	87.50	350.00	35.00	650.00	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	148.10	17,323.56	57.75	12,676.44	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	2,077.72	15,363.72	38.41	24,636.28	40,000.00
04-07-5475	C & D TICKET FEE	50.00	665.00	55.42	535.00	1,200.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-5630	CONTRACTS & AGREEMENTS -SAN	64.76	2,074.16	23.05	6,925.84	9,000.00
04-07-5800	CAPITAL OUTLAY - SAN		4,157.63	16.63	20,842.37	25,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP	16,070.00	16,070.00	100.44	70.00-	16,000.00
	SANITATION TOTAL	26,661.47	124,480.26	48.02	134,769.74	259,250.00
WASTE REDUCTION DEPARTMENT						
04-14-5010	FUEL - WR	23.30	597.72	239.09	347.72-	250.00
04-14-5040	ELECTRICITY - WR	184.97	815.97	40.80	1,184.03	2,000.00
04-14-5140	PROFESSIONAL - WR		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	208.27	2,788.75	11.74	20,961.25	23,750.00
	SANITATION/WASTE REDUCT TOTAL	26,869.74	127,269.01	44.97	155,730.99	283,000.00
	TOTAL EXPENSES	148,662.89	1,251,696.86	36.89	2141,453.14	3,393,150.00
	NET PROFIT/LOSS:	7,055.54	227,588.64-	28.01	584,871.36-	812,460.00-



**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	97,910.06	634,807.13	43.24	833,192.87	1,468,000.00
	POWER PLANT TOTAL	13,800.10	87,873.60	52.23	80,366.40	168,240.00
	ELECTRIC TOTAL	111,710.16	722,680.73	44.17	913,559.27	1,636,240.00
	ADMIN TOTAL	17,007.59	136,165.42	29.24	329,584.58	465,750.00
	WATER TOTAL	17,007.59	136,165.42	29.24	329,584.58	465,750.00
	ADMIN TOTAL	8,883.84	58,163.53	21.62	210,836.47	269,000.00
	SEWER TOTAL	8,883.84	58,163.53	21.62	210,836.47	269,000.00
	SANITATION TOTAL	18,050.84	102,814.94	54.20	86,885.06	189,700.00
	WASTE REDUCTION TOTAL	66.00	4,283.60	21.42	15,716.40	20,000.00
	SANITATION/WASTE REDUCT TOTAL	18,116.84	107,098.54	51.07	102,601.46	209,700.00
	TOTAL REVENUE	155,718.43	1,024,108.22	39.68	1556,581.78	2,580,690.00
	ADMIN TOTAL	89,532.67	517,984.96	26.90	1407,615.04	1,925,600.00
	POWER PLANT TOTAL	10,511.74	386,958.19	146.85	123,458.19-	263,500.00
	ELECTRIC TOTAL	100,044.41	904,943.15	41.34	1284,156.85	2,189,100.00

**BUDGET REPORT**  
**CALENDAR 3/2025, FISCAL 6/2025**

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	12,492.54	120,654.57	19.64	493,595.43	614,250.00
	WATER TOTAL	12,492.54	120,654.57	19.64	493,595.43	614,250.00
	ADMIN TOTAL	9,256.20	98,830.13	32.21	207,969.87	306,800.00
	SEWER TOTAL	9,256.20	98,830.13	32.21	207,969.87	306,800.00
	SANITATION TOTAL	26,661.47	124,480.26	48.02	134,769.74	259,250.00
	WASTE REDUCTION TOTAL	208.27	2,788.75	11.74	20,961.25	23,750.00
	SANITATION/WASTE REDUCT TOTAL	26,869.74	127,269.01	44.97	155,730.99	283,000.00
	TOTAL EXPENSES	148,662.89	1,251,696.86	36.89	2141,453.14	3,393,150.00
	NET PROFIT/LOSS:	7,055.54	227,588.64-	28.01	584,871.36-	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	134.00	4.38	18.50	7.50	164.38	3796.25	173.25	592.00	210.50	4772.00	704.60
12010 STREET	76.25	4.50	.00	.00	84.50	2135.00	.00	.00	.00	2240.00	315.52
20010 WATER	65.75	9.76	.00	1.00	76.51	1602.25	326.53	.00	20.00	1948.78	.00
30010 SEWER	59.00	6.75	.00	1.00	66.75	1386.25	245.53	.00	20.00	1651.78	.00
40710 SANITATION	108.25	10.11	.00	2.00	120.36	2547.75	380.63	.00	43.00	2971.38	215.47
50410 PARK	40.00	1.75	.00	.00	41.75	857.50	55.13	.00	.00	912.63	.00
50510 GENERAL	99.25	9.00	.00	.00	108.25	3302.68	378.00	.00	.00	3680.68	313.73
50610 POLICE	.00	.00	.00	.00	.00	35.00	.00	.00	.00	35.00	.00
50810 LIBRARY	122.50	2.00	.00	.00	124.50	2019.38	.00	.00	.00	2019.38	156.12
50811 LIB- CLEANING	.00	.00	.00	.00	.00	50.00	.00	.00	.00	50.00	.00
51110 CEMETERY	40.00	1.75	.00	.00	41.75	857.50	55.12	.00	.00	912.62	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1463.41
TOTAL	745.00	50.00	18.50	11.50	828.75	18589.56	1614.19	592.00	293.50	21194.25	3168.85

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	153.50	11.94	.00	15.75	184.69	4278.75	459.38	.00	425.25	5275.38	698.92
11010 POWER PLANT	3.25	.00	.00	.00	3.25	104.00	.00	.00	.00	104.00	.00
12010 STREET	135.13	7.50	.00	.00	142.63	3783.64	315.00	.00	.00	4098.64	427.04
20010 WATER	72.51	9.07	.00	.00	81.58	1749.87	316.60	.00	.00	2066.47	.00
30010 SEWER	60.76	6.06	.00	.00	66.82	1398.62	213.10	.00	.00	1611.72	.00
40710 SANITATION	81.25	5.93	.00	.00	95.18	1808.75	198.36	.00	.00	2191.11	242.38
50410 PARK	36.13	.00	.00	3.88	40.01	758.63	.00	.00	81.38	840.01	.00
50510 GENERAL	95.50	10.50	.00	.00	106.00	3081.68	441.00	.00	.00	3522.68	317.51
50810 LIBRARY	111.50	4.75	.00	.00	116.25	1833.13	6.56	.00	.00	1839.69	152.91
51110 CEMETERY	36.12	.00	.00	3.87	39.99	758.62	.00	.00	81.37	839.99	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1436.87
TOTAL	785.65	55.75	.00	23.50	876.40	19555.69	1950.00	.00	588.00	22389.69	3275.63

**4/08/2025 THRU 4/08/2025**

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
04082025	BAKER & TAYLOR BOOKS/LIBRARY	05-08-5801	255.41	255.41		
04082025	BARCO MUNICIPAL PRODUCTS SUPPLIES/STREET	12-00-5320	803.70	803.70		
04082025	BELLAMY LAW PROFESSIONAL FEE	05-05-5140	5,097.00	5,097.00		
04082025	BOSTON, DREW MILEAGE/CONF/DB	02-00-5440	66.15	66.15		
04082025	BOWER MIKE MILEAGE/WA CONF/MB	02-00-5440	66.15	66.15		
04082025	CHRISTIE MALL CLEANING	05-05-5450	80.00	80.00		
04082025	CITY OF HOLDREGE DISPOSAL FEES	04-07-5451	2,389.60	2,389.60		
04082025	COMFORT INN SCHOOLING/WATER/DB/MB	02-00-5440	471.80	471.80		
04082025	DAVID DUNCAN MILEAGE/BANQUET/DD	05-05-5440	369.60	369.60		
04082025	DAVID PLATT MILEAGE/BANQUET/DP	05-05-5440	369.60	369.60		
04082025	DUNCAN WELDING MAINT/STREET MOWER	12-00-5420	122.10	122.10		
04082025	DUTTON-LAINSON COMPANY MAINT/BALL PARK LIGHTS DIST. SUPPLIES/ELECTRIC MAINT/STREET LIGHTS	05-01-5420 01-00-5240 12-00-5420	47.70 716.33 301.28	1,065.31		
04082025	EAKES OFFICE SOLUTIONS EGOLD FAX EGOLD FAX	05-08-5450 05-05-5450	25.74 19.25	44.99		
04082025	ELECTRIC FUND ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY ELECTRICITY/DAYCARE BLG	02-00-5040 03-00-5040 05-04-5040 05-05-5040 05-08-5040 12-00-5040 04-14-5040 05-05-5040	1,017.06 528.66 188.21 390.74 548.85 2,108.84 192.75 109.09	5,084.20		
	FELZIEN RAQUEL					

4/08/2025 THRU 4/08/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
04082025	FELZIEN RAQUEL MILEAGE/MEETINGS/CONF/RF	05-05-5440	225.88			
	MILEAGE/MEETINGS/CONF/RF	02-00-5440	225.88			
				451.76		
04082025	FIDDELKE HEATING & AIR CO MAINT/LIBRARY	05-08-5420	221.63			
				221.63		
04082025	FRANKLIN AUTO PARTS MAINT/POWER PLANT	01-10-5420	.94			
	SUPPLIES/POWER PLANT	01-10-5320	24.25			
	SUPPLIES/ELECTRIC	01-00-5320	29.45			
	SUPPLIES/SANITATION	04-07-5320	68.33			
	MAINT/SANITATION	04-07-5420	192.95			
	SUPPLIES/STREET	12-00-5320	46.59			
	MAINT/STREET	12-00-5420	44.92			
				407.43		
04082025	FRANKLIN COUNTY SHERIFF FEB/MAR/LAW ENFORCEMENT FEE	05-06-5630	12,064.00			
				12,064.00		
04082025	GERDES FEED & SUPPLY LLC NEW CHAINSAW/ELECTRIC	01-00-5320	474.73			
	MAINT/PARK	05-04-5420	35.47			
	MAINT/CEMETERY	05-11-5420	35.48			
				545.68		
04082025	GRAINGER MAINT/POWER PLANT 6 CYD	01-10-5420	60.48			
				60.48		
04082025	HOLIDAY OUTDOOR DECOR BRACKETS FOR HOMETOWN FLAGS	05-05-5320	278.00			
				278.00		
04082025	ISLAND SPRINKLER SUPPLY SPRINKLER PARTS/DAYCARE	05-05-5420	226.96			
	SPRINKLER PARTS/PARK	05-04-5420	181.89			
				408.85		
04082025	JIM'S OK TIRE-FRANKLIN MAINT/#10 STREET	12-00-5420	251.50			
				251.50		
04082025	JOHN DEERE FINANCIAL SUPPLIES/STREET	12-00-5320	318.21			
				318.21		
04082025	KEARNEY WINLECTRIC CO 2 GLOBES/CITY PARK	05-04-5420	435.02			
				435.02		
04082025	MICHELLE KAHRS MILEAGE/MEETING/BANQ/MK	05-05-5440	606.20			
	MILEAGE/WORKSHOP/MK	02-00-5440	291.90			
	4 ROOMS/CONF/BANQ/MK	05-05-5440	576.88			
				1,474.98		
04082025	MUNICIPAL SUPPLY, INC DIST. SUPPLIES/WATER	02-00-5240	48.59			
				48.59		
04082025	NE PUBLIC HEALTH ENVIRONM WATER TESTING KITS	02-00-5520	46.00			
				46.00		

4/08/2025 THRU 4/08/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
04082025	PITSTOP & SHOP MEALS/BLIZZARD 03/19/25	01-10-5320	20.04			
	FUEL/WATER	02-00-5010	88.05			
	FUEL/SANITATION	04-07-5010	221.92			
	FUEL/PARK	05-04-5010	27.79			
				357.80		
04082025	PLANKS LUMBER & HARDWARE SUPPLIES/LIBRARY	05-08-5320	28.99			
	MAINT/WATER	02-00-5420	61.28			
	SINGS/STREET	12-00-5400	9.64			
	SUPPLIES/STREET	12-00-5320	17.88			
	MAINT/PARK	05-04-5420	141.29			
	MAINT/GENERAL	05-05-5420	85.73			
	MAINT/WELCOME SIGNS/GENERAL	05-05-5420	5.28			
	MAINT/POWER PLANT	01-10-5420	19.16			
	MAINT/CEMETERY	05-11-5420	3.68			
				372.93		
04082025	R&R SALES & SERVICES INC MAINT/STREET	12-00-5420	244.14			
	MAINT/CEMETERY	05-11-5420	51.44			
	MAINT/SANITATION	04-07-5420	42.06			
				337.64		
04082025	RIGHTWAY GROCERY ACCT#212 SUPPLIES/ELECT	01-00-5320	13.61			
	ACCT#134 SUPPLIES/GENERAL	05-05-5320	13.99			
	ACCT#134 SUPPLIES/PARK	05-04-5320	76.40			
				104.00		
04082025	S.E. SMITH & SONS SUPPLIES/POWER PLANT	01-10-5320	8.51			
	SUPPLIES/GENERAL	05-05-5420	8.99			
	SUPPLIES/PARK BANENRS	05-04-5320	49.39			
	SUPPLIES/STREET	12-00-5320	30.14			
				97.03		
004082025	SAHLING KENWORTH MAINT/SANITATION TRUCK	04-07-5420	463.35			
				463.35		
04082025	SANITATION PRODUCTS MAINT/SANITATION TRUCK	04-07-5420	675.70			
				675.70		
04082025	SCEDD NUISANCE 12/01/24-3/17/25	05-05-5630	2,560.59			
	STARR MATCHING GRANT FUNDS	05-05-5450	4,250.00			
				6,810.59		
04082025	SOUTHERN POWER DISTRICT POWER	01-00-5041	55,198.57			
				55,198.57		
04082025	STOREY KENWORTHY UTILITY BILLS & ENVELOPES	01-00-5340	700.31			
	UTILITY BILLS & ENVELOPES	02-00-5340	700.31			
	UTILITY BILLS & ENVELOPES	03-00-5340	700.31			
	UTILITY BILLS & ENVELOPES	04-07-5340	700.32			
				2,801.25		
	STOVER LAWRENCE JR					

CLAIMS BY VENDOR

4/08/2025 THRU 4/08/2025

INVOICE NUMBER	VENDOR NAME REFERENCE	GL ACCOUNT #	AMOUNT	PAYMENT AMOUNT	CHECK #	CHECK DATE
04082025	STOVER LAWRENCE JR MILEAGE/MEALS/CONF/JS MAINT/GENERAL ROOM FOR CONF./JS	05-05-5440 05-05-5420 05-05-5440	101.29 16.24 431.60	549.13		
04082025	TLC PEST MANAGEMENT, LLC PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL PEST CONTROL	01-10-5630 05-08-5630 05-04-5630 05-05-5630 05-05-5630 12-00-5630	28.32 28.32 28.32 28.32 28.32 28.40	170.00		
04082025	VAN DIEST SUPPLY COMPANY CHEMICALS/PARK CHEMICALS/ELECTRIC	05-04-5310 01-00-5310	1,388.05 193.95	1,582.00		
	REPORT TOTAL			=====		
				102,817.73		

Paid Claims, reviewed and approved at April 8, 2025		by Council members Platt, Stephens, Urbina, Duncan	
Date	Vendor	Amount	Item
3/28/25	Aflac	\$694.46	Insurance
3/3/25	BCBS	\$10,842.92	Insurance
3/20/25	Black Hills Energy	\$758.18	gas bill
3/17/25	Caspian Creates	\$540.00	Website/Calendar fee/Accessibility
04/09/2025	CPI	\$1,304.13	Fuel/C&D tickets
03/10/25	Delta Dental	\$562.18	Insurance
3/14/25	EFTPS	\$4,331.61	Payroll taxes
3/28/25	EFTPS	\$4,732.99	Payroll taxes
4/9/25	Erickson Sullivan Architects	\$51,975.00	Fee for grant/NAHTF
3/21/25	Freedom Claims	\$3,000.00	Insurance
04/09/2025	Glenwood	\$538.84	phone/internet
3/25/25	Hometown Leasing	\$407.38	lease agreement
3/17/25	LARM	\$1,722.89	Insurance/builder risk \$1311.89/\$411 Workers comp audit
	Liberty National	\$26.49	Payroll
04/09/2025	Madison National Life Ins	\$56.30	insurance
12/18/24	MidWest Plastering	\$69,627.33	Phase 1/3rd pymt plus RoseBowl \$41K
3/17/25	MidWest Plastering	\$100,000.00	Phase 2 - brick laying/windows
3/14/25	MG Trust	\$2,487.78	Payroll retirement
03/28/25	MG Trust	\$2,700.73	Payroll retirement
3/17/25	NE Dept of Rev	\$6,637.53	Sales Tax
04/09/2025	One Call Concepts Inc	\$17.53	locate fees
03/14/2025	Payroll	\$14,593.38	Payroll
3/28/25	Payroll	\$15,330.73	Payroll
3/12/25	Post Prom	\$289.69	Donation from KENO acct/closing acct
3/5/25	Quadient Finance/NEO Post	\$350.00	Postage
4/15/2025	Southern Public Power Dist	\$1,486.00	power/water wells
04/09/0925	US Bank	\$2,950.96	supplies/maint/fuel/
4/24/25	Verizon	\$82.95	phone
03/03/25	VSP	\$185.87	Insurance
04/08/2025	WAPA	\$5,600.23	Power
	<b>TOTAL CLAIMS REPORT:</b>	<b>\$303,834.08</b>	
	<b>CDA GRANT PAYMENTS</b>		
Date	Vendor	Amount	Item
3/17/25	HAPPIES TAP HOUSE LLC DBA: AUGUSTA LOCAL 308	\$8,914.19	CDA GRANT FOR WORK FINISHED: SIGN, ROOF REPAIRS, DOORS, LATCH, LABOR TO PUT DOORS IN, REPLACEMENT OF SEWER LINE.
	<b>Total CDA payments:</b>	<b>\$8,914.19</b>	



# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 3/27/25 Phone Number: 308-425-3475

Homeowner Name: Ugene Blank Email: Ugenemarge@gmail.com

Legal Description of Property and residence address:

1817 m street - Franklin

Name of Contractor (business or individual): Antelope Sprinklers

### 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: \$ 9400.00

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: \_\_\_\_\_

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

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: *[Handwritten Signature]* Date: 3/27/25

### OFFICE USE ONLY

Permit# 2025-01

| APPROVED

| DECLINED

Date Approved/Declined: 3/27/25

Date of Permit Expiry: 3/27/25

If declined, reason for declination: \_\_\_\_\_

*Drew Boston*  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 3-17-25 Phone Number: 308-470-0020

Homeowner Name: David Dunca Email: 11dded79@gmail.com

Legal Description of Property and residence address:

S 1/2 Lot 6; Blk 1 Garnetts 1st Add'n FR, Bl. 36-2-15

914J S 215.8' Lot 7 Blk 1; Garnetts 1st Add'n FR, Bl.

Name of Contractor (business or individual): Self

### 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: \$ 4200.00

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: Wood Fence Metal Gazebo

Continued on Next Page →



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619 15th Ave., Franklin, NE 68939



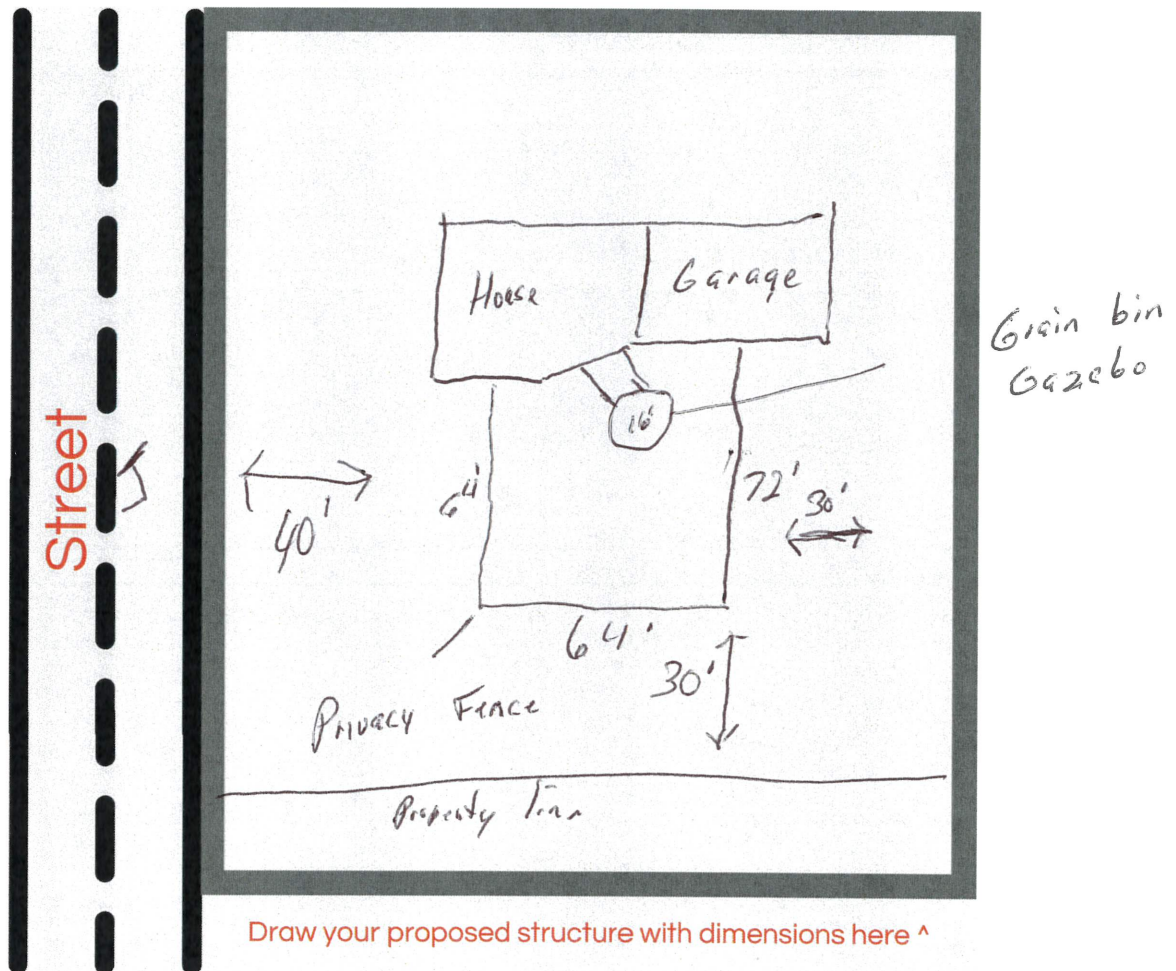


# CITY OF FRANKLIN

## 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 →





# 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: *Don Du* Date: *3-17-25*

---

### OFFICE USE ONLY

Permit# *2025-04*

| APPROVED

| DECLINED

Date Approved/Declined: *03/17/2025*

Date of Permit Expiry: *03/17/2026*

If declined, reason for declination: \_\_\_\_\_

---

*Karen Stout*  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature



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info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 24 March 2025 Phone Number: 308-420-0807

Homeowner Name: Jerry Archer Email: jarcher950@yahoo.com

Legal Description of Property and residence address:

908 17th Ave, Franklin, Ne. 31214 Lot 2-3 BLK 112

Gages Add'n Franklin Marion

Name of Contractor (business or individual): same as homeowner

### 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: \$1,000.00

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: construct metal

carport

Continued on Next Page →



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info@cityoffranklin.net



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619 15th Ave., Franklin, NE 68939



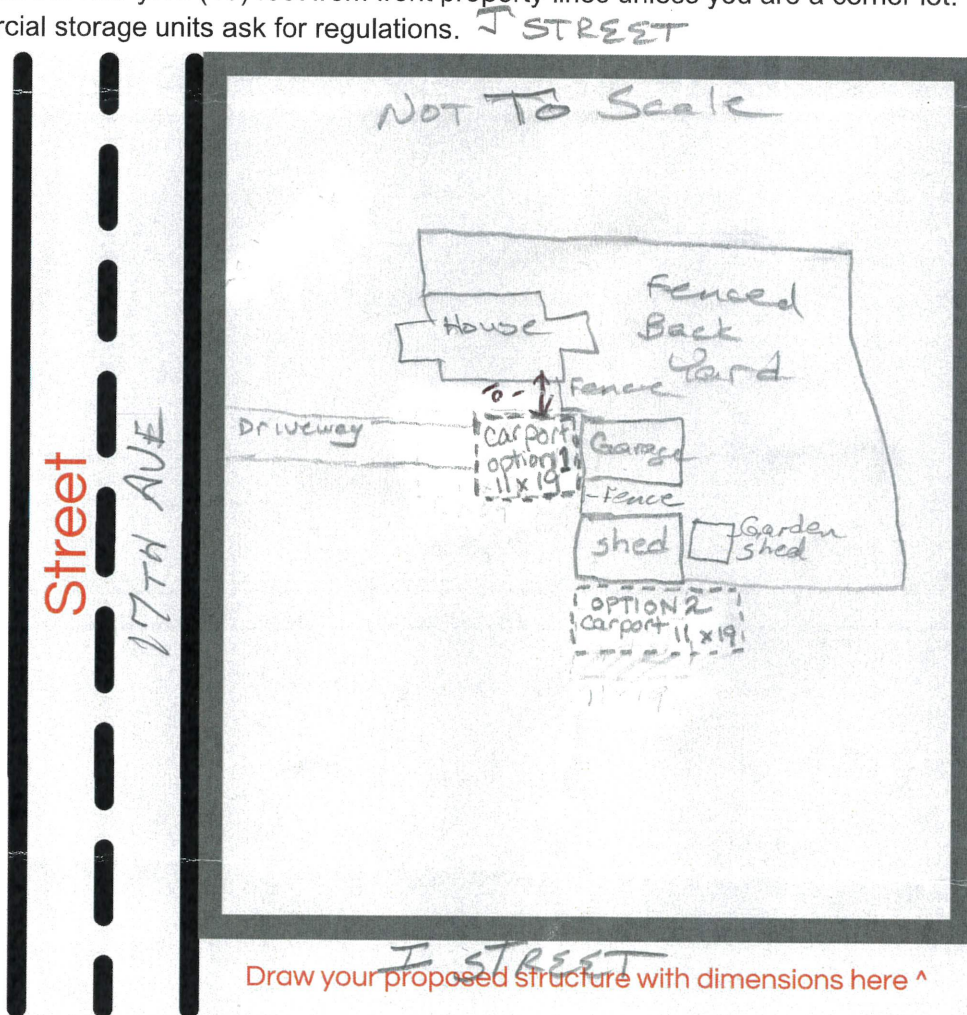


# CITY OF FRANKLIN

## 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.



Continued on Next Page →





# 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: Jerry Archer Date: 24 March 2025

### OFFICE USE ONLY

Permit# 2025-05

| APPROVED

| DECLINED

Date Approved/Declined: 3/27/2025

Date of Permit Expiry: 3/27/2026

If declined, reason for declination: \_\_\_\_\_

[Signature]  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 3/28/2025 Phone Number: 308 470 0309

Homeowner Name: Barry Rubendall Email: \_\_\_\_\_

Legal Description of Property and residence address:

Lot 1; EAST 200' Lot 2 BLK 1 WORTH'S ADDN FR BL

1109 J ST

Name of Contractor (business or individual): SELF

### 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: \$ 500<sup>00</sup>

Describe Work to be Completed: Put up a fine wood cover

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

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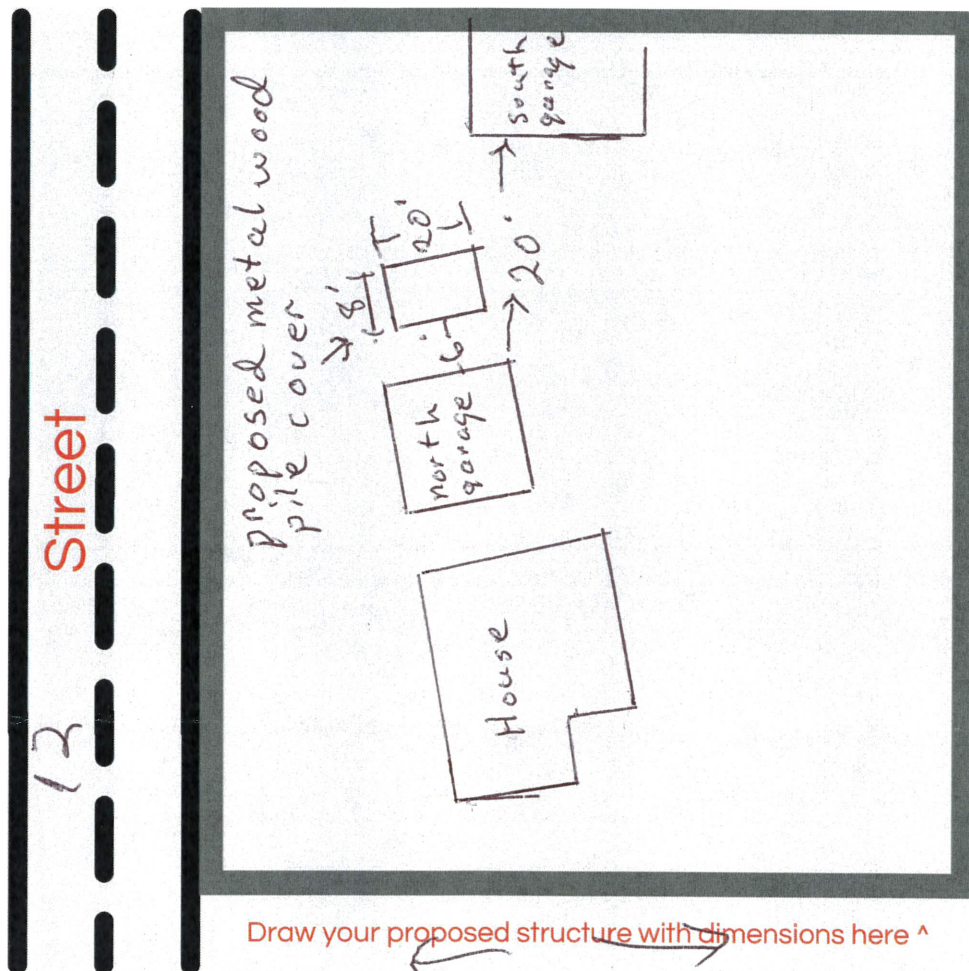


# CITY OF FRANKLIN

## 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.



Draw your proposed structure with dimensions here ^

J Street

Continued on Next Page →





# 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: Bary Rubendall Date: 3-26-25

### OFFICE USE ONLY

Permit# 2025-06

APPROVED

DECLINED

Date Approved/Declined: 3/28/2025

Date of Permit Expiry: 3/28/2026

If declined, reason for declination: \_\_\_\_\_

[Signature]

Zoning Enforcement Officer Signature

\_\_\_\_\_

Council Approval Signature





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 4-1-2025 Phone Number: 976 201-3439

Homeowner Name: Rocky Beldorier Email: rbeldorier@gmail

Legal Description of Property and residence address:  
501 14th Ave Franklin NE

302 15 lots 19-24; BK 10; People's addition; Franklin; Bloomington

Name of Contractor (business or individual): SELF

### 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: \$ 1000<sup>00</sup>

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: Carport 20x20  
metal (used) NO issues with property lines

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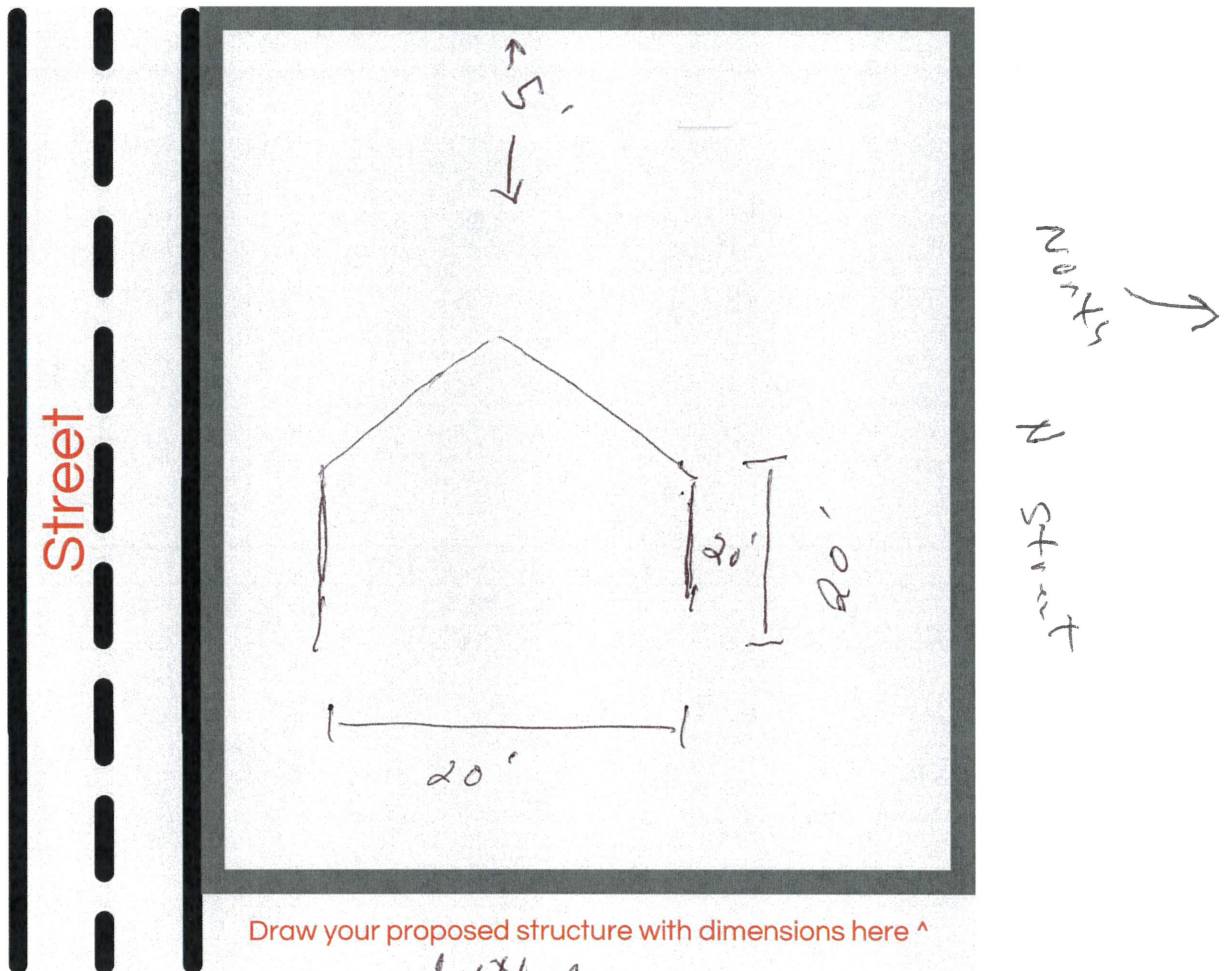


# CITY OF FRANKLIN

## 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.



Draw your proposed structure with dimensions here ^

1474 Ave

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

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: *Rocky Selig* Date: 4-1-2025

### OFFICE USE ONLY

Permit# 2025-07

APPROVED

DECLINED

Date Approved/Declined: 4/1/2025

Date of Permit Expiry: 4/1/2026

If declined, reason for declination: \_\_\_\_\_

*Steven Brown Jr*  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature



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www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





# CITY OF FRANKLIN

## Application for Zoning Permit

Date of Application: 4-1-25 Phone Number: 308-206-5853

Homeowner Name: Jamie McCoy Email: mccoyjamie464@gmail.com

Legal Description of Property and residence address: 313 14th AVE  
362 15th lots 28-29; Bldg 2; People's Addition  
Franklin Bloomington

Name of Contractor (business or individual): Self

### 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: \$ 1,500

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: Wood or Metal  
4' Chain link

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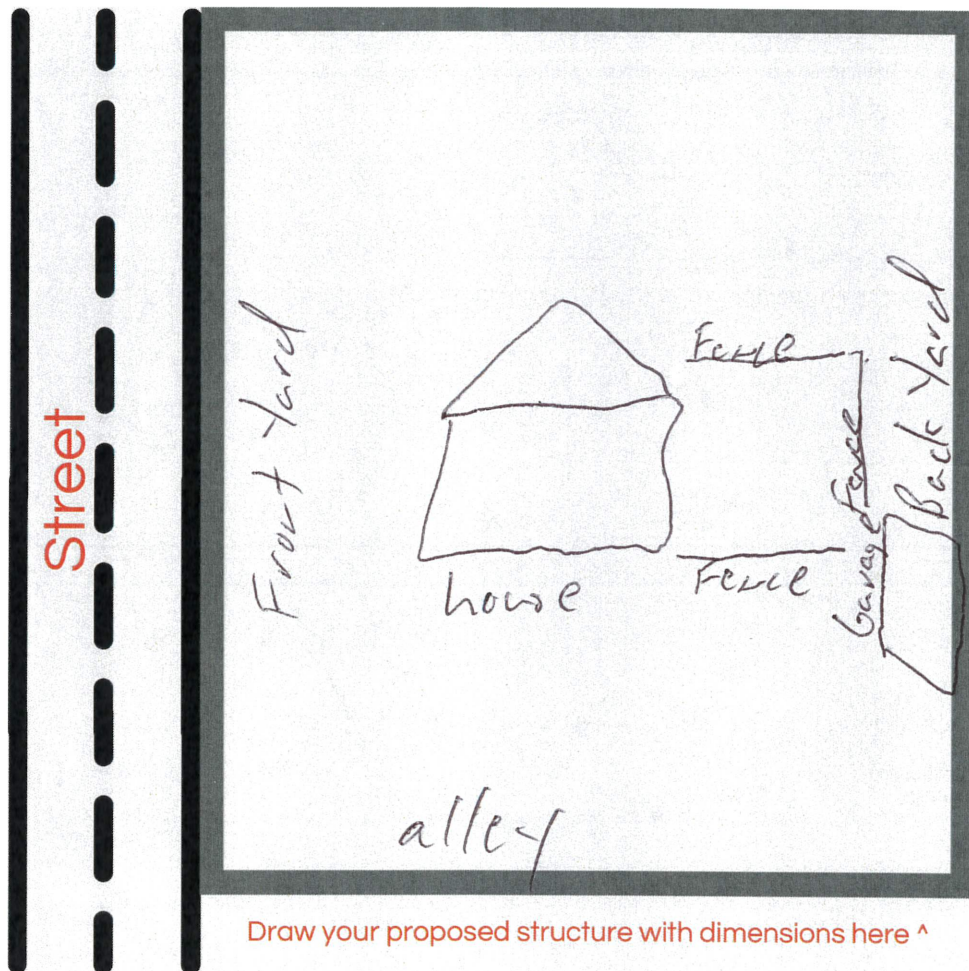


# CITY OF FRANKLIN

## 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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www.franklinnebraska.com



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: *J. Maly* Date: 4-1-25

### OFFICE USE ONLY

Permit# 2025-08

APPROVED

DECLINED

Date Approved/Declined: 4/2/2025

Date of Permit Expiry: 4/2/2025

If declined, reason for declination: \_\_\_\_\_

*[Signature]*  
Zoning Enforcement Officer Signature

\_\_\_\_\_  
Council Approval Signature



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619 15th Ave., Franklin, NE 68939



**FIGGINS CONSTRUCTION CO., INC.**

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin	PHONE	DATE March 11, 2025
STREET 619 15th Ave	JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939	JOB LOCATION N St from 12th to 13th	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

N St from 12th to 13th

34 Feet Wide and 183 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

$$34 \text{ feet} \times 183 \text{ feet} = 6,222 \text{ divided by } 9 = 691 \text{ Sq Yds}$$

Cost of armor coating	691 Sq Yds @	\$ 2.20 per sq yd	=	\$ 1,520.20
App. 12 tons of cold mix @	\$ 175 per ton in place		=	\$ 2,100.00
<b>Total Cost submitted</b>				<b>\$ 3,620.20</b>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 12 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Three Thousand Six Hundred Twenty Dollars and Twenty Cents ( \$ 3,620.20 ).

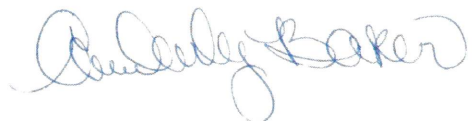
Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days.

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 as outlined above.

Signature Mark May

Date of Acceptance: 3/11/2005

Signature \_\_\_\_\_

FIGGINS CONSTRUCTION CO., INC.

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin	PHONE	DATE March 11, 2025
STREET 619 15th Ave	JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939	JOB LOCATION O St from 14th to 15th	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

O St from 14th to 15th

26 Feet Wide and 320 Feet Long  
70 sq yd Radius

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

26 feet X	320 feet	=	8,320	divided by 9 =	924 Sq Yds
				Radius	70 sq yds
Cost of armor coating	924 Sq Yds @	\$ 2.20	per sq yd	=	\$ 2,186.80
App. 15 tons of cold mix @	\$ 175	per ton in place	=		\$ 2,625.00
Total Cost submitted					<u>\$ 4,811.80</u>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 16 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Four Thousand Eight Hundred Eleven Dollars and Eighty Cents ( \$ 4,811.80 ).

Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature

*Handwritten signature: Kimberly Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days .

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 as outlined above.

Signature *Handwritten signature*

Date of Acceptance: 3/14/25

Signature \_\_\_\_\_

**FIGGINS CONSTRUCTION CO., INC.**

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin	PHONE	DATE March 11, 2025
STREET 619 15th Ave	JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939	JOB LOCATION P St from 13th to 14th	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

P St from 13th to 14th

26 Feet Wide and 148 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

$$26 \text{ feet} \times 148 \text{ feet} = 3,848 \text{ divided by } 9 = 428 \text{ Sq Yds}$$

Cost of armor coating	428 Sq Yds @	\$ 2.20 per sq yd	=	\$ 941.60
App. 10 tons of cold mix @	\$ 175 per ton in place		=	\$ 1,750.00
<b>Total Cost submitted</b>				<b>\$ 2,691.60</b>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 9 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

**WE PROPOSE** hereby to furnish material and labor – complete in accordance with above specifications in the sum of:

Two Thousand Six Hundred Ninety One Dollars and Sixty Cents ( \$ 2,691.60 ).

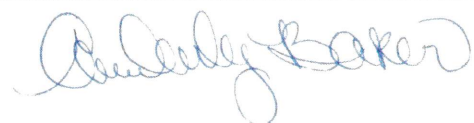
Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days .

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 as outlined above.

Signature M. L. Mayor

Date of Acceptance: 3/14/25

Signature \_\_\_\_\_

FIGGINS CONSTRUCTION CO., INC.

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin	PHONE	DATE March 11, 2025
STREET 619 15th Ave	JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939	JOB LOCATION P St from 14th to 15th	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

P St from 14th to 15th

26 Feet Wide and 320 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

26 feet X 320 feet = 8,320 divided by 9 = 924 Sq Yds

Cost of armor coating	924 Sq Yds @	\$ 2.20 per sq yd	=	\$ 2,032.80
App. 15 tons of cold mix @	\$ 175 per ton in place		=	\$ 2,625.00
<b>Total Cost submitted</b>				<b>\$ 4,657.80</b>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 15 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications in the sum of:

Four Thousand Six Hundred Fifty Seven Dollars and Eighty Cents ( \$ 4,657.80 ).

Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control, Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature

*Quincy Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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 as outlined above.

Signature *M. S. Meyer*

Date of Acceptance: 3/14/25

Signature

**FIGGINS CONSTRUCTION CO., INC.**  
1511 ROAD 1100  
RED CLOUD, NEBRASKA 68970  
(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin		PHONE	DATE March 11, 2025
STREET 619 15th Ave		JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939		JOB LOCATION 12th Ave from J to K	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

12th Ave from J to K

26 Feet Wide and 345 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

26 feet X 345 feet = 8,970 divided by 9 = 997 Sq Yds

Cost of armor coating	997 Sq Yds @	\$ 2.20 per sq yd	=	\$ 2,193.40
Cost of cutting edges	1 block(s)	\$ 600 per block	=	\$ 600.00
App. 15 tons of cold mix @	\$ 175 per ton in place	=	\$ 2,625.00	
<b>Total Cost submitted</b>				<b>\$ 5,418.40</b>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 16 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Five Thousand Four Hundred Eighteen Dollars and Forty Cents ( \$ 5,418.40 ).

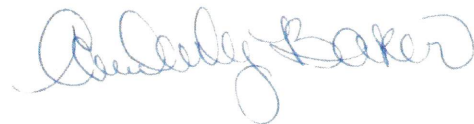
Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified, All work is 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 are beyond our control, Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 30 days .

**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 as outlined above.

Signature M. Hill, Mayor

Date of Acceptance: 3/14/25

Signature \_\_\_\_\_

FIGGINS CONSTRUCTION CO., INC.
1511 ROAD 1100
RED CLOUD, NEBRASKA 68970
(402) 746-2559

Table with 4 columns: PROPOSAL SUBMITTED TO, STREET, CITY, STATE, and ZIP CODE, ARCHITECT, PHONE, JOB NAME, JOB LOCATION, DATE, DATE OF PLANS, JOB PHONE. Includes details for City of Franklin, 619 15th Ave, Franklin, NE 68939, and date March 11, 2025.

We hereby submit specifications and estimates for:

12th Ave from K to L

34 Feet Wide and 372 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

34 feet X 372 feet = 12,648 divided by 9 = 1,405 Sq Yds

Cost breakdown table: Cost of armor coating (1,405 Sq Yds @ \$ 2.20 per sq yd = \$ 3,091.00), App. 30 tons of cold mix @ \$ 175 per ton in place = \$ 5,250.00, Total Cost submitted = \$ 8,341.00

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 22 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Eight Thousand Three Hundred Forty One Dollars and No Cents ( \$ 8,341.00 ).

Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature

Handwritten signature of Audrey Baker

Note: This proposal may be withdrawn by us if not accepted within 30 days .

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 as outlined above.

Signature of Mike Mayor

Date of Acceptance: 3/14/25

Signature

FIGGINS CONSTRUCTION CO., INC.

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin	PHONE	DATE March 11, 2025
STREET 619 15th Ave	JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE 68939	JOB LOCATION 14th Ave from J to K	
ARCHITECT	DATE OF PLANS	JOB PHONE

We hereby submit specifications and estimates for:

14th Ave from J to K

26 Feet Wide and 345 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface.

The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

$$26 \text{ feet} \times 345 \text{ feet} = 8,970 \text{ divided by } 9 = 997 \text{ Sq Yds}$$

Cost of armor coating	997 Sq Yds @	\$ 2.20 per sq yd	=	\$ 2,193.40
App. 21 tons of cold mix @	\$ 175 per ton in place		=	\$ 3,675.00

Total Cost submitted				<u>\$ 5,868.40</u>
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The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 16 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

WE PROPOSE hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Five Thousand Eight Hundred Sixty Eight Dollars and Forty Cents ( \$ 5,868.40 ).

Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control, Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature

*Quincy Baker*

Note: This proposal may be withdrawn by us if not accepted within 30 days.

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 as outlined above.

Signature *Mark Mayor*

Date of Acceptance: 3/14/25

Signature \_\_\_\_\_

**FIGGINS CONSTRUCTION CO., INC.**

1511 ROAD 1100

RED CLOUD, NEBRASKA 68970

(402) 746-2559

PROPOSAL SUBMITTED TO City of Franklin		PHONE	DATE March 13, 2025
STREET 619 15th Ave		JOB NAME	
CITY, STATE, and ZIP CODE Franklin, NE		JOB LOCATION O St from 15th to 16th	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

O St from 15th to 16th

26 Feet Wide and 295 Feet Long

This Proposal is for the repairing of existing asphaltic street. The contractor agrees to fill pot holes and other areas needing the addition of cold mix and build a single state spec armor coat over entire surface. The contractor will perform second day maintenance. The City/Village is responsible for all other maintenance.

$$26 \text{ feet X } 295 \text{ feet} = 7,670 \text{ divided by } 9 = 852 \text{ Sq Yds}$$

Cost of armor coating	852 Sq Yds @	\$ 2.20 per sq yd	=	\$ 1,874.40
App. 14 tons of cold mix @		\$ 175 per ton in place	=	\$ 2,450.00
<b>Total Cost submitted</b>				<b>\$ 4,324.40</b>

The contractor agrees to furnish all equipment, labor, tools, and asphaltic oil for a state specification armor coat.

Aggregate to be furnished by City of Franklin app. 15 tons armor coat gravel.

Street measurements are just an estimate. When the project is completed, actual street measurements will be used and billed.

Our oil price is currently locked in. However, there is a limited quantity at this price. To ensure the price does not change, we need a signed contract as soon as possible.

Figgins Construction is in compliance with LB 403.

Minimum of \$20,000 total for all signed contracts, otherwise a \$2,000 move-in charge.

**WE PROPOSE** hereby to furnish material and labor -- complete in accordance with above specifications in the sum of:

Four Thousand Three Hundred Twenty Four Dollars and Forty Cents ( \$ 4,324.40 ).

Payment to be made as follows

Payment is due and payable in full within 14 days of completion of job. Service charge on past due

accounts is 1.5% per month (18% per annum).

All material is guaranteed to be as specified. All work is 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 are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmans Compensation Insurance.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days .

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 as outlined above.

Signature Matt, Maye

Date of Acceptance: 3/14/25

Signature \_\_\_\_\_

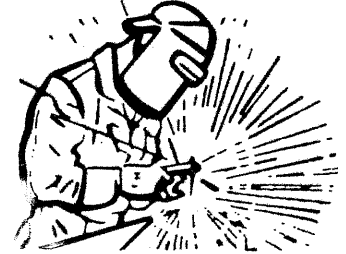
Duncan Welding  
 713 16th Ave  
 Franklin, NE 68939

(308) 425 3462

# Statement

Date
3/31/2025

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



Date	Transaction	Amount	Balance		
02/28/2025	Balance forward		877.50		
03/07/2025	PMT	-877.50	0.00		
03/28/2025	INV #7606. Due 03/28/2025. --- 1 1/2, 1 @ \$9.01 = 9.01 --- LABOR, 1.5 @ \$75.00 = 112.50 --- Tax: State Sales Tax @ 6.5% = 0.59	122.10	122.10		
<i>12.00 B420            Manif / Mower            Street</i>					
	Current	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	Amount Due
DUE ON RECEIPT!	122.10	0.00	0.00	0.00	\$122.10

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.

## Cost of Service / Rate Design Study

City of Franklin  
April 8, 2025

Presented by:  
John A. Krajewski, P.E.



## Overview of Presentation

- Introduction
- Projected Financial Results
- Cost of Service
- Rate Design
- Comparison to Neighboring Utilities
- Recommendations



## Purpose of Study

- Review financial performance of electric utility
- Develop rates that reflect the cost of service and accomplish other goals established by the City
  - Rates that provide sufficient revenues to cover projected operating expenses
  - Rates that reflect the cost of service for each rate class
  - Rates that are competitive with neighboring utilities

3



## Projected Financial Results

- Purpose
  - Compare revenues and expenses for current budget and future years through FY 2029
  - Determine need for future rate increases
- On a cash basis, projected deficit of \$63,000 in FY 2025 increasing to approximately \$209,000 in FY 2029
  - Between now and FY 2029, rates would need to increase 16.7% to cover projected deficit

4



## Projected Financial Results

- Reasons for deficit
  - Funding of capital improvement plan
  - General cost escalation
  - Future power cost escalation

5

## Cost of Service

- Purpose
  - Determine which rate classes cause the City to incur costs
  - Compare cost of service to revenue under existing rates
  - Determine need for rate changes

6

## Cost of Service

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- Findings
  - 5% rate increases needed in FY 2025 through FY 2029
  - Cost of service for customer-related service is \$24.05/month for residential
    - Currently, customer charge is \$12.50/month
  - All-electric rates, discounted rates and irrigation customers have larger indicated rate increase than residential

7



## Rate Design

---

- Goals
  - Long-term financial integrity
  - Fair, reasonable and non-discriminatory rates
  - Competitive rates compared to neighboring utilities
  - Encourage use during low-cost periods
  - Discourage use during high-cost periods
  - Recognize the cost of service for each rate class and season

8



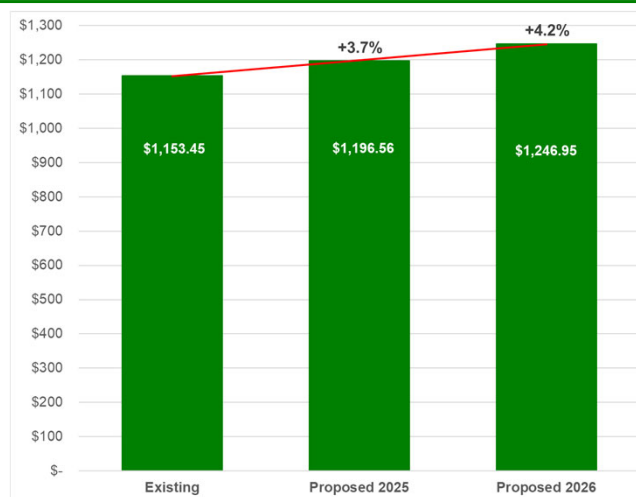
## Proposed Rate Design Changes

- No significant rate structure changes are being proposed
- Direct rate increases more toward customer charge components
- Increase discounted rates more than non-discounted rates
- Increase irrigation rates more than other rate classes

9



## Annual Cost for Typical Residential Customer

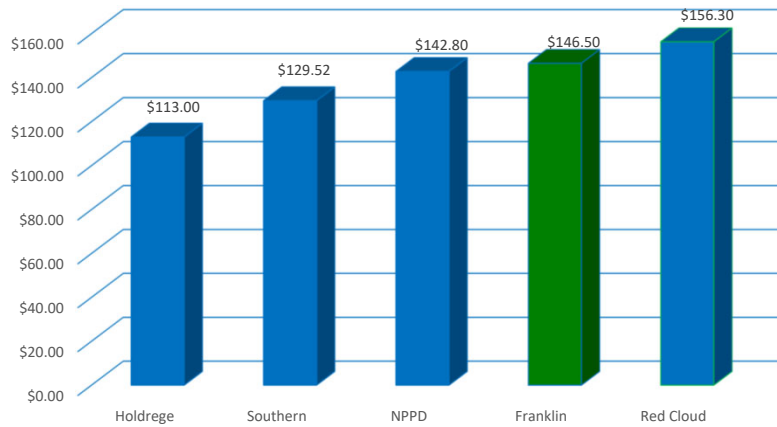


10



## Rate Comparisons - Residential

Summer – 1,000 kWh



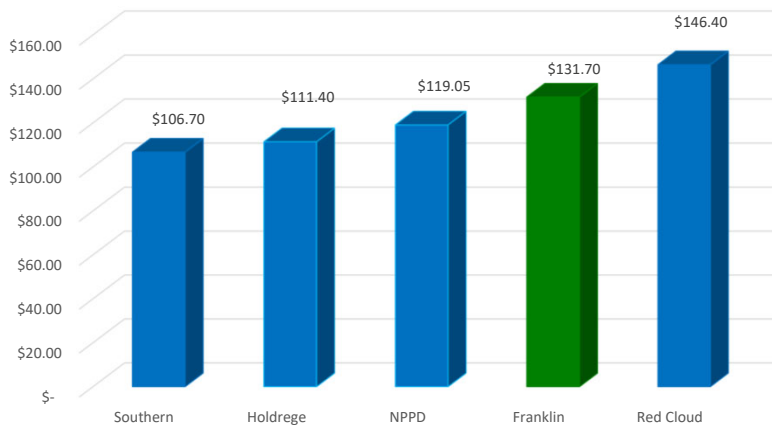
Red Cloud rate includes \$5.00 meter surcharge

**JKEC**  
JK Energy Consulting, LLC

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## Rate Comparisons - Residential

Winter – 1,000 kWh



Red Cloud rate includes \$5.00 meter surcharge

**JKEC**  
JK Energy Consulting, LLC

12

## Conclusions

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- Rate increases of 4.9% in FY 2025 and 5% in FY 2026 are necessary to ensure sufficient revenue to cover projected expenses
  - Rate increases should be implemented for all rate classes and directed toward winter season
  - The customer charge is less than the calculated cost of service for all rate classes

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## Recommendations

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- Adopt rate ordinance in Appendix A to implement a 4.9% rate increase effective on the first full billing cycle after June 1, 2025 and a 5% rate increase effective on the first full billing cycle after June 1, 2026
- City should consider implementing a 5% rate increase in FY 2027, FY 2028 and FY 2029
- Review rates on a regular basis, particularly as purchased power or transmission costs increase

14



## Contact Information

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John A. Krajewski  
JK Energy Consulting, LLC  
74408 Road 433  
Smithfield, Nebraska 68976  
jk@jkenergyconsulting.com  
Phone: 402-440-0227

**ESTIMATE**

Project: G Road Asphalt Improvements

8" x 22' wide Asphaltic Concrete Pavement on Prepared Subgrade (750 LF)

3" x 22' Asphaltic Concrete Overlay on Milled Asphalt Surface (1,550 LF)

Oak Creek Engineering - 50-C-13

3/6/2025

Item No.	Description	Quantity	Unit	Unit Price	Cost
1	Mobilization	1	LS	\$ 40,000.00	\$ 40,000.00
2	Traffic Control	1	LS	\$ 25,000.00	\$ 25,000.00
3	Cold Milling, Class 3 - 1" Depth	15.5	STA	\$ 500.00	\$ 7,750.00
4	Cold Milling, Class 4 - Full Depth	7.5	STA	\$ 2,000.00	\$ 15,000.00
5	Subgrade Preparation	1735	SY	\$ 7.50	\$ 13,012.50
6	Earthwork Measured in Embankment, E.Q.	385	CY	\$ 32.50	\$ 12,512.50
7	Tack Coat	1,400	GAL	\$ 3.50	\$ 4,900.00
8	Asphaltic Concrete for Patching, if needed	100	TON	\$ 200.00	\$ 20,000.00
9	Crushed Concrete for Patching, if needed	50	CY	\$ 85.00	\$ 4,250.00
10	Asphaltic Concrete, Type SPR	1685	TON	\$ 150.00	\$ 252,750.00
11	Placement of Asphaltic Concrete, Intersections and Driveways	630	SY	\$ 7.50	\$ 4,725.00
12	Permanent Seeding	1	ACRE	\$ 3,000.00	\$ 3,000.00
13	Mulch	2	TON	\$ 750.00	\$ 1,500.00
14	Overlay Broken Lines	68	STA	\$ 8.00	\$ 544.00
15	Overlay Solid Lines	136	STA	\$ 9.00	\$ 1,224.00
16	4" Permanent Pavement Marking Paint	4920	LF	\$ 1.00	\$ 4,920.00
17	Adjust Valve Box to Grade	1	EA	\$ 1,000.00	\$ 1,000.00
18	Adjust Manhole to Grade	1	EA	\$ 4,000.00	\$ 4,000.00
Contract Work Subtotal					\$ 416,088.00
Contingencies					0% \$ -
Construction Total					\$ 416,088.00
Engineering, Survey and Bidding					0% \$ -
Construction Observation					0% \$ -
<b>Total Project</b>					<b>\$ 416,088.00</b>

Franklin County	
Qty	Cost
1	\$ 40,000.00
1	\$ 25,000.00
15.5	\$ 7,750.00
7	\$ 14,000.00
1665	\$ 12,487.50
370	\$ 12,025.00
1,335	\$ 4,672.50
100	\$ 20,000.00
50	\$ 4,250.00
1570	\$ 235,500.00
500	\$ 3,750.00
1	\$ 3,000.00
2	\$ 1,500.00
68	\$ 544.00
136	\$ 1,224.00
4920	\$ 4,920.00
0	\$ -
0.5	\$ 2,000.00
\$ 392,623.00	
\$ -	
\$ 392,623.00	
\$ -	
\$ -	
<b>\$ 392,623.00</b>	

Village of Franklin	
Qty	Cost
-	\$ -
-	\$ -
-	\$ -
0.5	\$ 1,000.00
70	\$ 525.00
15	\$ 487.50
65	\$ 227.50
-	\$ -
-	\$ -
115	\$ 17,250.00
130	\$ 975.00
-	\$ -
-	\$ -
-	\$ -
-	\$ -
1	\$ 1,000.00
0.5	\$ 2,000.00
\$ 23,465.00	
\$ -	
\$ 23,465.00	
\$ -	
\$ -	
<b>\$ 23,465.00</b>	



# 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 15<sup>th</sup> Avenue  
Franklin, NE 68939

and the Contractor:  
*(Name, legal status, address and other information)*

Steven Buckley Project Manager  
RMV Construction LLC  
1515 E. 11<sup>th</sup> Street  
Kearney, NE 68847

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. 14<sup>th</sup> 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

**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.)*

Init.

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: October 1, 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 one million nine hundred twenty-two thousand eight hundred dollars (\$1,922,800 ), 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
Deduct to Waive Disposal Fees	-\$8,500.00

§ 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)
Cost per SF of masonry mortar tuckpointing, for areas of deteriorated mortar discovered inside the building after plaster removal	\$/SF	\$22.90
Cost per SF of damaged floor and roof decking replacement, thickness to match existing	\$/SF	\$4.65

§ 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.)

Init.

## 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:

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the end of the first week of the month, this will allow for approximately a week for review and submittal to the Owner, giving them approximately 30 days to process the payment. Typically, the Application for Payment may not get Franklin City Council approval until the following month, which would still most likely be within that 30 day window, depending on when City Council meetings fall. This can be reviewed on a monthly basis as needed during the Project to determine the exact date we will need to receive the Application for Payment by.

*(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.)*

N/A

§ 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.)*

**§ 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.

**§ 7.3** The Owner and Contractor both agree to abide by and be bound by Attachments 1 and 2 to this Contract, and agree to fully incorporate those documents into this agreement.

**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 15<sup>th</sup> Avenue  
Franklin, NE 68939

**§ 8.3** The Contractor’s representative:  
*(Name, address, email address, and other information)*

Steven Buckley, Project Manager

Init.

RMV Construction Company  
1515 E. 11<sup>th</sup> Street  
Kearney, NE 68847  
steven@rmvconst.com  
(308) 893-2010

§ 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.)*

N/A

**§ 8.7 Other provisions:**

Builder's Risk insurance is being provided by the Owner.

**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	February 10, 2025

	Details	
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

Init.

079000	Joint Sealers	2025 February 10, 2025	4
081113	Hollow Metal Frames	February 10, 2025	4
081400	Wood Doors	February 10, 2025	2
087100	Door Hardware	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

Init.

260511	Basic Electrical Requirements	February 10, 2025	8
260519	Conductors and Cables	February 10, 2025	6
260526	Grounding and Bonding	February 10, 2025	8
260529	Supporting Devices	February 10, 2025	8
260533	Conduit	February 10, 2025	12
260534	Boxes	February 10, 2025	12
262416	Panelboards	February 10, 2025	8
262726	Wiring Devices	February 10, 2025	12
262816	Disconnect Switches	February 10, 2025	12

**.7 Addenda, if any:**

<b>Number</b>	<b>Date</b>	<b>Pages</b>
1	February 25, 2025	6
2	February 26, 2025	11

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:

<b>Title</b>	<b>Date</b>	<b>Pages</b>
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Supplementary and other Conditions of the Contract:

<b>Document</b>	<b>Title</b>	<b>Date</b>	<b>Pages</b>
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**.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.)*

1. Attachment 1
2. DED Contract

The Owner and Contractor both agree to abide by and be bound by the above Attachments 1 and 2 to this Contract, and agree to fully incorporate those documents into this agreement.

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

\_\_\_\_\_  
Margaret Siel Mayor  
*(Printed name and title)*

\_\_\_\_\_  
**CONTRACTOR** *(Signature)*

\_\_\_\_\_  
Steven Buckley Project Manager  
*(Printed name and title)*

# **Additions and Deletions Report for AIA® Document A101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:17:27 CT on 04/03/2025.

## **PAGE 1**

Margaret Siel Mayor  
City of Franklin, Nebraska  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

...

Steven Buckley Project Manager  
RMV Construction LLC  
1515 E. 11<sup>th</sup> Street  
Kearney, NE 68847

...

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.

...

Trevor L. Hull Principal  
Erickson Sullivan Architects & Associates, LLC  
110 S. 14<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

## **PAGE 2**

The date of this Agreement.

## **PAGE 3**

By the following date: October 1, 2026

...

**§ 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 one million nine hundred twenty-two thousand eight hundred dollars (\$1,922,800), subject to additions and deductions as provided in the Contract Documents.

...

Deduct to Waive Disposal Fees                      -\$8,500.00

...

Cost per SF of masonry mortar tuckpointing, S/SF \$22.90  
for areas of deteriorated mortar discovered  
inside the building after plaster removal

Cost per SF of damaged floor and roof decking S/SF \$4.65  
replacement, thickness to match existing

**PAGE 4**

N/A

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the 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 ( ) days after the Architect receives the Application for Payment end of the first week of the month, this will allow for approximately a week for review and submittal to the Owner, giving them approximately 30 days to process the payment. Typically, the Application for Payment may not get Franklin City Council approval until the following month, which would still most likely be within that 30 day window, depending on when City Council meetings fall. This can be reviewed on a monthly basis as needed during the Project to determine the exact date we will need to receive the Application for Payment by.

**PAGE 5**

10%

...

N/A

...

N/A

**PAGE 6**

Litigation in a court of competent jurisdiction

...

**§ 7.3** The Owner and Contractor both agree to abide by and be bound by Attachments 1 and 2 to this Contract, and agree to fully incorporate those documents into this agreement.

...

Margaret Siel, Mayor  
City of Franklin, Nebraska  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

...

Steven Buckley, Project Manager  
RMV Construction Company  
1515 E. 11<sup>th</sup> Street  
Kearney, NE 68847  
steven@rmvconst.com  
(308) 893-2010

N/A

...

Builder's Risk insurance is being provided by the Owner.

...

<u>G000</u>	<u>Title Page</u>	<u>February 10, 2025</u>
<u>G001</u>	<u>Code Analysis</u>	<u>February 10, 2025</u>
<u>G002</u>	<u>Typical Details</u>	<u>February 10, 2025</u>
<u>C100</u>	<u>General Information</u>	<u>February 10, 2025</u>
<u>C101</u>	<u>Demolition Plan</u>	<u>February 10, 2025</u>
<u>C102</u>	<u>Layout Plan</u>	<u>February 10, 2025</u>
<u>C103</u>	<u>Grading Plan</u>	<u>February 10, 2025</u>
<u>C104</u>	<u>Utility Plan</u>	<u>February 10, 2025</u>
<u>C200</u>	<u>Miscellaneous Details</u>	<u>February 10, 2025</u>
<u>C201</u>	<u>Miscellaneous Details</u>	<u>February 10, 2025</u>
<u>C202</u>	<u>Miscellaneous Details</u>	<u>February 10, 2025</u>
<u>C203</u>	<u>Miscellaneous Details</u>	<u>February 10, 2025</u>
<u>L100</u>	<u>Landscape Plan and Schedule</u>	<u>February 10, 2025</u>
<u>L101</u>	<u>Landscape Note and Details</u>	<u>February 10, 2025</u>
<u>AD101</u>	<u>First Floor Demolition Plan</u>	<u>February 10, 2025</u>
<u>AD102</u>	<u>Second Floor Demolition Plan</u>	<u>February 10, 2025</u>
<u>A100</u>	<u>Basement Floor Plan</u>	<u>February 10, 2025</u>
<u>A101</u>	<u>First Floor Plan</u>	<u>February 10, 2025</u>
<u>A102</u>	<u>Second Floor Plan</u>	<u>February 10, 2025</u>
<u>A110</u>	<u>First Floor Reflected Ceiling Plan</u>	<u>February 10, 2025</u>
<u>A111</u>	<u>Second Floor Reflected Ceiling Plan</u>	<u>February 10, 2025</u>
<u>A191</u>	<u>Roof Plan</u>	<u>February 10, 2025</u>
<u>A201</u>	<u>Elevations</u>	<u>February 10, 2025</u>
<u>A202</u>	<u>Elevations</u>	<u>February 10, 2025</u>
<u>A301</u>	<u>Building Sections</u>	<u>February 10, 2025</u>
<u>A302</u>	<u>Building Sections</u>	<u>February 10, 2025</u>
<u>A401</u>	<u>Enlarged Floor Plans – Stair 1</u>	<u>February 10, 2025</u>
<u>A402</u>	<u>Enlarged Floor Plans – Stair 2</u>	<u>February 10, 2025</u>
<u>A501</u>	<u>Details</u>	<u>February 10, 2025</u>
<u>A601</u>	<u>Door and Window Schedule</u>	<u>February 10, 2025</u>
<u>A701</u>	<u>Interior Finish Plan and Schedule</u>	<u>February 10, 2025</u>
<u>S000</u>	<u>General Notes &amp; Typical Details</u>	<u>February 10, 2025</u>
<u>S001</u>	<u>Typical Details</u>	<u>February 10, 2025</u>
<u>SD101</u>	<u>First Floor Demo Plan</u>	<u>February 10, 2025</u>
<u>SD102</u>	<u>Second Floor Framing Demo Plan</u>	<u>February 10, 2025</u>

<u>SD103</u>	<u>Second Floor Ceiling Demo Plan</u>	<u>February 10, 2025</u>
<u>SD104</u>	<u>Roof Framing Demo Plan</u>	<u>February 10, 2025</u>
<u>S101</u>	<u>First Floor Framing Plan</u>	<u>February 10, 2025</u>
<u>S102</u>	<u>Second Floor Framing Plan</u>	<u>February 10, 2025</u>
<u>S103</u>	<u>Second Floor Ceiling Framing Plan</u>	<u>February 10, 2025</u>
<u>S104</u>	<u>Roof Framing Plan</u>	<u>February 10, 2025</u>
<u>S200</u>	<u>Details</u>	<u>February 10, 2025</u>
<u>S201</u>	<u>Details</u>	<u>February 10, 2025</u>
<u>M101</u>	<u>Mechanical Plan Level 1</u>	<u>February 10, 2025</u>
<u>M102</u>	<u>Mechanical Plan Level 2</u>	<u>February 10, 2025</u>
<u>FS101</u>	<u>Level 1 Fire Sprinkler Plan</u>	<u>February 10, 2025</u>
<u>P101</u>	<u>Waste &amp; Vent Plan Level 1</u>	<u>February 10, 2025</u>
<u>P102</u>	<u>Waste &amp; Vent Plan Level 2</u>	<u>February 10, 2025</u>
<u>P103</u>	<u>Waste &amp; Vent Riser Diagram</u>	<u>February 10, 2025</u>
<u>P201</u>	<u>Domestic Water Plan Level 1</u>	<u>February 10, 2025</u>
<u>P202</u>	<u>Domestic Water Plan Level 2</u>	<u>February 10, 2025</u>
<u>P301</u>	<u>Waste &amp; Vent Riser Diagram</u>	<u>February 10, 2025</u>
<u>P401</u>	<u>Plumbing Schedules &amp; Details</u>	<u>February 10, 2025</u>
<u>E100</u>	<u>Basement and Roof Electrical Plan</u>	<u>February 10, 2025</u>
<u>E101</u>	<u>Level 1 Electrical Plan</u>	<u>February 10, 2025</u>
<u>E102</u>	<u>Level 2 Electrical Plan</u>	<u>February 10, 2025</u>
<u>E300</u>	<u>Electrical Details and Schedules</u>	<u>February 10, 2025</u>

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<u>000107</u>	<u>Project Directory</u>	<u>February 10, 2025</u>	<u>2</u>
<u>000110</u>	<u>Table of Contents</u>	<u>February 10, 2025</u>	<u>4</u>
<u>000115</u>	<u>Index of Drawing Sheets</u>	<u>February 10, 2025</u>	<u>2</u>
<u>001000</u>	<u>Notice to Bidders</u>	<u>February 10, 2025</u>	<u>2</u>
<u>004000</u>	<u>Bid Proposal Form</u>	<u>February 10, 2025</u>	<u>4</u>
<u>005214</u>	<u>General Conditions of the Contract</u>	<u>February 10, 2025</u>	<u>2</u>
<u>007313</u>	<u>Supplementary Conditions</u>	<u>February 10, 2025</u>	
<u>010000</u>	<u>General Requirements</u>	<u>February 10, 2025</u>	<u>14</u>
<u>011000</u>	<u>Summary</u>	<u>February 10, 2025</u>	<u>10</u>
<u>024116</u>	<u>Selective Demolition</u>	<u>February 10, 2025</u>	<u>4</u>

<u>033000</u>	<u>Cast-In-Place Concrete</u>	<u>February 10, 2025</u>	<u>10</u>
<u>040503</u>	<u>Masonry Mortar and Grouting</u>	<u>February 10, 2025</u>	<u>4</u>
<u>051200</u>	<u>Structural Steel</u>	<u>February 10, 2025</u>	<u>6</u>
<u>055000</u>	<u>Metal Fabrications</u>	<u>February 10, 2025</u>	<u>4</u>
<u>061000</u>	<u>Rough Carpentry</u>	<u>February 10, 2025</u>	<u>6</u>
<u>061715</u>	<u>Engineered Structural Wood</u>	<u>February 10, 2025</u>	<u>4</u>
<u>062000</u>	<u>Finish Carpentry</u>	<u>February 10, 2025</u>	<u>6</u>
<u>072100</u>	<u>Thermal Insulation</u>	<u>February 10, 2025</u>	<u>4</u>
<u>072600</u>	<u>Crawl Space Liner</u>	<u>February 10, 2025</u>	<u>2</u>
<u>076200</u>	<u>Sheet Metal Flashing and Trim</u>	<u>February 10, 2025</u>	<u>4</u>
<u>077210</u>	<u>Roof Hatches and Ladders</u>	<u>February 10, 2025</u>	<u>4</u>
<u>078400</u>	<u>Firestopping</u>	<u>February 10, 2025</u>	<u>4</u>
<u>079000</u>	<u>Joint Sealers</u>	<u>February 10, 2025</u>	<u>4</u>
<u>081113</u>	<u>Hollow Metal Frames</u>	<u>February 10, 2025</u>	<u>4</u>
<u>081400</u>	<u>Wood Doors</u>	<u>February 10, 2025</u>	<u>2</u>
<u>087100</u>	<u>Door Hardware</u>	<u>February 10, 2025</u>	<u>18</u>
<u>088000</u>	<u>Glazing</u>	<u>February 10, 2025</u>	<u>4</u>
<u>092116</u>	<u>Gypsum Board Assemblies</u>	<u>February 10, 2025</u>	<u>4</u>
<u>095113</u>	<u>Acoustical Panel Ceilings</u>	<u>February 10, 2025</u>	<u>4</u>
<u>096500</u>	<u>Resilient Flooring</u>	<u>February 10, 2025</u>	<u>4</u>
<u>096723</u>	<u>Resinous Flooring</u>	<u>February 10, 2025</u>	<u>6</u>
<u>096800</u>	<u>Carpeting</u>	<u>February 10, 2025</u>	<u>4</u>
<u>097750</u>	<u>Fiberglass Reinforced Plastic Wall Panels</u>	<u>February 10, 2025</u>	<u>2</u>
<u>099000</u>	<u>Painting and Coating</u>	<u>February 10, 2025</u>	<u>4</u>
<u>102800</u>	<u>Toilet Bath and Laundry Accessories</u>	<u>February 10, 2025</u>	<u>2</u>
<u>105230</u>	<u>Fire Extinguishers and Cabinets</u>	<u>February 10, 2025</u>	<u>2</u>
<u>122000</u>	<u>Window Treatments</u>	<u>February 10, 2025</u>	<u>2</u>
<u>211316</u>	<u>Basic Plumbing Requirements</u>	<u>February 10, 2025</u>	<u>2</u>
<u>220511</u>	<u>Basic Plumbing</u>	<u>February 10,</u>	<u>8</u>

	<u>Requirements</u>	<u>2025</u>	
<u>220529</u>	<u>Supports and Anchors</u>	<u>February 10, 2025</u>	<u>4</u>
<u>220719</u>	<u>Piping Insulation</u>	<u>February 10, 2025</u>	<u>2</u>
<u>221000</u>	<u>Plumbing Piping</u>	<u>February 10, 2025</u>	<u>4</u>
<u>224216</u>	<u>Plumbing Fixtures</u>	<u>February 10, 2025</u>	<u>12</u>
<u>230511</u>	<u>Basic Mechanical Requirements</u>	<u>February 10, 2025</u>	<u>2</u>
<u>230529</u>	<u>Supports and Anchors</u>	<u>February 10, 2025</u>	<u>4</u>
<u>230553</u>	<u>Identification</u>	<u>February 10, 2025</u>	<u>4</u>
<u>230593</u>	<u>Testing, Adjusting, and Balancing</u>	<u>February 10, 2025</u>	<u>2</u>
<u>230713</u>	<u>Ductwork Insulation</u>	<u>February 10, 2025</u>	<u>6</u>
<u>233113</u>	<u>Ductwork</u>	<u>February 10, 2025</u>	<u>12</u>
<u>233000</u>	<u>Ductwork Accessories</u>	<u>February 10, 2025</u>	<u>6</u>
<u>260511</u>	<u>Basic Electrical Requirements</u>	<u>February 10, 2025</u>	<u>8</u>
<u>260519</u>	<u>Conductors and Cables</u>	<u>February 10, 2025</u>	<u>6</u>
<u>260526</u>	<u>Grounding and Bonding</u>	<u>February 10, 2025</u>	<u>8</u>
<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>

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<u>1</u>	<u>February 25, 2025</u>	<u>6</u>
<u>2</u>	<u>February 26, 2025</u>	<u>11</u>

...

1. Attachment 1
2. DED Contract

The Owner and Contractor both agree to abide by and be bound by the above Attachments 1 and 2 to this Contract, and agree to fully incorporate those documents into this agreement.

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Margaret Siel Mayor

Steven Buckley Project Manager

# Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Trevor L Hull, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:17:27 CT on 04/03/2025 under Order No. 4104246352 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

T L Hull

(Signed)

PRINCIPAL

(Title)

4/3/25

(Dated)



### **Attachment #1**

The Contractual language required for all NAHTF contracts and with subcontractors includes these provisions, reference the DED contract with the City:

Language must be included in all contracts for service providers related to this project, per Section 3.06. Contractor and subcontractors, 5.03 use of E-Verify, and 5.14 Conflict of Interest statement. Proof must be provided to the City and SCEDD, Inc. as Grant Administrator of # 1, 2, and 3:

1. 3.06: Registration with the Nebraska Secretary of State
2. 3.06: Meet all applicable requirements of the Nebraska Department of Labor - Nebraska Contractor Registration Act
3. 5.03 Verification of Work Eligibility Status For New Employees- through E-Verify, provide proof
4. 5.14 Conflict of Interest - stipulation included in all contracts

Meeting all building codes and accessibility for "visitability" rehabilitation standards should also be referenced as appropriate.

**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 15<sup>th</sup> Avenue, Franklin, Nebraska 68939 ("Recipient"), upon the date of signature by both parties.

**RECITALS:**

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**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 15<sup>th</sup> 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 <b>120%</b> →	05
1-bedroom units at NAHTF <b>120%</b>	02
2-bedroom units at NAHTF <b>120%</b>	03
3-bedroom units at NAHTF <b>120%</b>	00
4-bedroom units at NAHTF <b>120%</b>	00
Number of NAHTF units <b>100%</b> →	00
1-bedroom units at NAHTF <b>100%</b>	00
2-bedroom units at NAHTF <b>100%</b>	00
3-bedroom units at NAHTF <b>100%</b>	00
4-bedroom units at NAHTF <b>100%</b>	00
Number of NAHTF units <b>80%</b> →	00
1-bedroom units at NAHTF <b>80%</b>	00
2-bedroom units at NAHTF <b>80%</b>	00
3-bedroom units at NAHTF <b>80%</b>	00
4-bedroom units at NAHTF <b>80%</b>	00
<b>Unit Restrictions</b>	
Period of Affordability→	<input type="checkbox"/> 5 Years <input checked="" type="checkbox"/> 10 Years
Are the NAHTF-assisted units "fixed" or "floating"?→	<input type="checkbox"/> Fixed Units <input checked="" type="checkbox"/> Floating Units
Categories of renters to be served→	<input checked="" type="checkbox"/> No restrictions <input type="checkbox"/> Elderly aged <b>62</b> and older <input type="checkbox"/> Elderly aged <b>55</b> and older <input type="checkbox"/> Persons w/ disabilities (particulars below*) <input type="checkbox"/> '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.**

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**§ 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.

<b>Table 2. Sources and Uses of Funds</b>			
<b>SOURCES→</b>	<b>NAHTF</b>	<b>CASH MATCH</b>	<b>TOTAL</b>
<b>USES (Activities)↓</b>			
<b>Rehabilitation</b>	<b>\$750,000</b>	<b>\$375,000</b>	<b>\$1,125,000</b>
<b>Housing Management</b>	<b>\$40,000</b>	<b>\$0</b>	<b>\$40,000</b>
<b>General Administration</b>	<b>\$19,800</b>	<b>\$0</b>	<b>\$19,800</b>
<b>TOTAL</b>	<b>\$809,800</b>	<b>\$375,000</b>	<b>\$1,184,800</b>

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.

<b>Table 3. Draw Down of Funds</b>	
<b>Contract Start Date</b> → September 17, 2024	
<b>Date</b>	<b>Percentage of Funds Drawn Down</b>
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:

<b>Table 4. General Administration Benchmarks</b>	
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](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**

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### **§ 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.**

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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:

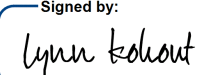
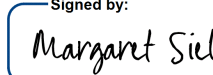
- Relocation Assistance Act, §§ 76-1214 to 76-1242, Reissue Revised Statutes of Nebraska (1996).
- Nebraska Fair Housing Act, §§ 20-301 to 20-344, Reissue Revised Statutes of Nebraska (1997).
- Uniform Procedures for Acquiring Private Property for Public Use, §§ 25-2501 to 25-2506, Reissue Revised Statutes 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.**

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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.

<p><b>NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT</b></p> <p>Signed by:  By: _____ <b>(Director or Designee)</b></p> <p>Lynn Kohout _____ <b>(Typed or Printed Name)</b></p> <p>Director of Housing _____ <b>(Title)</b></p> <p>11/1/2024 _____ <b>(Date)</b></p>	<p><b>RECIPIENT → City of Franklin, Nebraska</b></p> <p>Signed by:  By: _____ <b>(Authorized Individual)</b></p> <p>Margaret Siel _____ <b>(Typed or Printed Name)</b></p> <p>Pres _____ <b>(Title)</b></p> <p>10/16/2024 _____ <b>(Date)</b></p>
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# AIA<sup>®</sup> Document B101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Margaret Siel Mayor  
City of Franklin, NE  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

and the Architect:  
*(Name, legal status, address and other information)*

Trevor L. Hull AIA  
Erickson Sullivan Architects & Associates, LLC  
110 S. 14<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

for the following Project:  
*(Name, location and detailed description)*

City of Franklin City Park Project  
1502 P Street  
Franklin, NE  
The project design includes installation of an industry standard picnic shelter and ADA restroom, and patio and gazebo area with solar benches by the library.

The Owner and Architect 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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

## TABLE OF ARTICLES

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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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7	COPYRIGHTS AND LICENSES
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12	SPECIAL TERMS AND CONDITIONS
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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The program has been developed into the schematic plans provided with the RFQ. The schematic plans are included with this document as record of the program for the project.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

The City Park & Library at 1502 P Street, Franklin is the project location. The project design includes installation of an industry standard picnic shelter and ADA restroom, and patio and gazebo area with solar benches by the library.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

Init.

.1 Design phase milestone dates, if any:

See attached City of Franklin Schedule.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

All work related to the project must be complete no later than February 28, 2026.

.4 Other milestone dates:

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design, Bid, Build

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Margaret Siel, Mayor  
City of Franklin, Nebraska  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

N/A

**.2 Civil Engineer:**

N/A

**.3 Other, if any:**

*(List any other consultants and contractors retained by the Owner.)*

N/A

**§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:**  
*(List name, address, and other contact information.)*

Trevor L. Hull, AIA  
Erickson Sullivan Architects & Associates, LLC  
110 S. 14<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
(402) 475-1787  
trevor@ericksonsullivan.net

**§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:**  
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1 Consultants retained under Basic Services:**

**.1 Structural Engineer:**

R.O. Youker  
811 S. 13<sup>th</sup> Street  
Lincoln, NE 68508

**.2 Mechanical Engineer:**

Geary Engineering, Inc.  
7800 O Street, Suite 100  
Lincoln, NE 68510

**.3 Electrical Engineer:**

Geary Engineering, Inc.  
7800 O Street, Suite 100  
Lincoln, NE 68510

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

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User Notes:

(813068634)

REGA Engineering Group, Inc.  
601 Old Cheney Road, Suite A  
Lincoln, NE 68512

§ 1.1.12 Other Initial Information on which the Agreement is based:

See the attached Scope of Work

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000 ) for each occurrence and four million dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect’s knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Owner (Complete)
§ 4.1.1.2 Multiple preliminary designs	NP
§ 4.1.1.3 Measured drawings	NP
§ 4.1.1.4 Existing facilities surveys	NP
§ 4.1.1.5 Site evaluation and planning	NP
§ 4.1.1.6 Building Information Model management responsibilities	NP
§ 4.1.1.7 Development of Building Information Models for post construction use	NP
§ 4.1.1.8 Civil engineering	Architect

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	NP
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	NP
§ 4.1.1.13 On-site project representation	NP
§ 4.1.1.14 Conformed documents for construction	NP
§ 4.1.1.15 As-designed record drawings	NP
§ 4.1.1.16 As-constructed record drawings	NP
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	NP
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three ( 3 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- [ X ] Arbitration pursuant to Section 8.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other: *(Specify)*

If the Owner and Architect 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, the dispute will be resolved in a court of competent jurisdiction.

### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be agreed upon by Owner and Architect if needed.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

\$57,700 (Fifty-Seven Thousand Seven Hundred Dollars)

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

On an hourly basis, per the attached Hourly Rates Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	25	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See attached schedule.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

§ 11.10 **Payments to the Architect**

§ 11.10.1 **Initial Payments**

§ 11.10.1.1 An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 **Progress Payments**

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % Monthly

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

The contract shall include and meet all requirements of the City of Franklin RCRP Procurement Procedures and Code of Conduct as attached herein.

**ARTICLE 13 SCOPE OF THE AGREEMENT**

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

N/A

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

City of Franklin Park Schedule  
Architect’s Hourly Rate Schedule  
Scope of Work  
Schematic Design Plans (Programming)  
City of Franklin RCRP Procurement Procedures

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Margaret Siel Mayor  
(Printed name and title)

  
\_\_\_\_\_  
**ARCHITECT** (Signature)

Trevor L. Hull AIA, Principal  
(Printed name, title, and license number, if required)

# **Additions and Deletions Report for AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:01:56 CT on 04/02/2025.

## **PAGE 1**

Margaret Siel Mayor  
City of Franklin, NE  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

...

Trevor L. Hull AIA  
Erickson Sullivan Architects & Associates, LLC  
110 S. 14<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508

...

City of Franklin City Park Project  
1502 P Street  
Franklin, NE  
The project design includes installation of an industry standard picnic shelter and ADA restroom, and patio and gazebo area with solar benches by the library.

## **PAGE 2**

The program has been developed into the schematic plans provided with the RFQ. The schematic plans are included with this document as record of the program for the project.

...

The City Park & Library at 1502 P Street, Franklin is the project location. The project design includes installation of an industry standard picnic shelter and ADA restroom, and patio and gazebo area with solar benches by the library.

...

**TBD**  
**PAGE 3**

See attached City of Franklin Schedule.

...

All work related to the project must be complete no later than February 28, 2026.

...

Design, Bid, Build

...

N/A

...

Margaret Siel, Mayor  
City of Franklin, Nebraska  
619 15<sup>th</sup> Avenue  
Franklin, NE 68939

...

N/A  
**PAGE 4**

N/A

...

N/A

...

Trevor L. Hull, AIA  
Erickson Sullivan Architects & Associates, LLC  
110 S. 14<sup>th</sup> Street, Suite 200  
Lincoln, NE 68508  
(402) 475-1787  
trevor@ericksonsullivan.net

...

R.O. Youker  
811 S. 13<sup>th</sup> Street  
Lincoln, NE 68508

...

Geary Engineering, Inc.  
7800 O Street, Suite 100  
Lincoln, NE 68510

...

Geary Engineering, Inc.  
7800 O Street, Suite 100  
Lincoln, NE 68510

**PAGE 5**

REGA Engineering Group, Inc.  
601 Old Cheney Road, Suite A  
Lincoln, NE 68512

...

See the attached Scope of Work

...

§ 2.5.1 Commercial General Liability with policy limits of not less than two million dollars (\$ 2,000,000 ) for each occurrence and four million dollars (\$ 4,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than two million dollars (\$ 2,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**PAGE 6**

§ 2.5.5 Employers' Liability with policy limits not less than one million dollars (\$ 1,000,000 ) each accident, one million dollars (\$ 1,000,000 ) each employee, and one million dollars (\$ 1,000,000 ) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000 ) per claim and two million dollars (\$ 2,000,000 ) in the aggregate.

**PAGE 11**

	<u>Owner (Complete)</u>
§ 4.1.1.1 Programming	<u>NP</u>
§ 4.1.1.2 Multiple preliminary designs	<u>NP</u>
§ 4.1.1.3 Measured drawings	<u>NP</u>
§ 4.1.1.4 Existing facilities surveys	<u>NP</u>
§ 4.1.1.5 Site evaluation and planning	<u>NP</u>
§ 4.1.1.6 Building Information Model management responsibilities	<u>NP</u>
§ 4.1.1.7 Development of Building Information Models for post construction use	<u>NP</u>
§ 4.1.1.8 Civil engineering	<u>Architect</u>
§ 4.1.1.9 Landscape design	<u>Architect</u>
§ 4.1.1.10 Architectural interior design	<u>NP</u>
§ 4.1.1.11 Value analysis	<u>NP</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>NP</u>
§ 4.1.1.13 On-site project representation	<u>NP</u>
§ 4.1.1.14 Conformed documents for construction	<u>NP</u>
§ 4.1.1.15 As-designed record drawings	<u>NP</u>
§ 4.1.1.16 As-constructed record drawings	<u>NP</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>NP</u>
§ 4.1.1.18 Facility support services	<u>NP</u>
§ 4.1.1.19 Tenant-related services	<u>NP</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>NP</u>
§ 4.1.1.21 Telecommunications/data design	<u>NP</u>
§ 4.1.1.22 Security evaluation and planning	<u>NP</u>
§ 4.1.1.23 Commissioning	<u>NP</u>

§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>NP</u>
§ 4.1.1.25 Fast-track design services	<u>NP</u>
§ 4.1.1.26 Multiple bid packages	<u>NP</u>
§ 4.1.1.27 Historic preservation	<u>NP</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>NP</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>NP</u>
§ 4.1.1.30 Other Supplemental Services	<u>NP</u>

PAGE 13

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Three ( 3 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

PAGE 14

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen ( 18 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 17

Arbitration pursuant to Section 8.3 of this Agreement

PAGE 19

N/A

...

To be agreed upon by Owner and Architect if needed.

PAGE 20

\$57,700 (Fifty-Seven Thousand Seven Hundred Dollars)

PAGE 21

On an hourly basis, per the attached Hourly Rates Schedule.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Thirty</u>	percent (	<u>30</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)

...

See attached schedule.

PAGE 22

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

...

N/A

...

§ 11.10.1.1 An initial payment of zero ( \$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % Monthly

...

The contract shall include and meet all requirements of the City of Franklin RCRP Procurement Procedures and Code of Conduct as attached herein.

**PAGE 23**

N/A

...

*(List other documents, if any, forming part of the Agreement.)*

- City of Franklin Park Schedule
- Architect's Hourly Rate Schedule
- Scope of Work
- Schematic Design Plans (Programming)
- City of Franklin RCRP Procurement Procedures

...

Margaret Siel Mayor

Trevor L. Hull AIA, Principal

**Certification of Document's Authenticity**  
AIA® Document D401™ – 2003

I, Trevor L Hull, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:01:56 CT on 04/02/2025 under Order No. 4104246352 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

  
\_\_\_\_\_  
(Signed)

PRINCIPAL  
\_\_\_\_\_  
(Title)

4/2/25  
\_\_\_\_\_  
(Dated)

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

**PROJECT DURATION 258 DAYS**

### COLOR KEY

<b>PROJECT MILESTONES</b>
PROGRESS PERIODS
KEY MEETINGS TO BE SCHEDULED




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## 2025 Schedule of Professional Fees and Reimbursable Expenses

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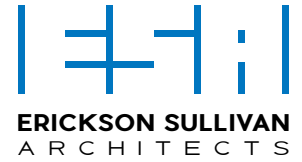
### Hourly Rates:

Principal Emeritus:	\$	225.00	per hour
Principal Architect:	\$	200.00	per hour
Architect:	\$	150.00	per hour
Food Service Principal:	\$	200.00	per hour
Food Service Designer:	\$	175.00	per hour
Interior Designer:	\$	120.00	per hour
Intern Architect:	\$	120.00	per hour
Tech I:	\$	110.00	per hour
Tech II:	\$	85.00	per hour
Clerical & Administrative:	\$	75.00	per hour

### Reimbursable Charges:

Plotting/Photocopy Services:			
Black & white 8 ½ x 11	\$	0.15	a sheet
Black & White 11 x 17	\$	0.30	a sheet
Black & White 22 x 34	\$	6.00	a sheet
Black & White 30 x 42	\$	8.00	a sheet
Color 8 ½ x 11	\$	1.00	a sheet
Color 11 x 17	\$	2.00	a sheet
Color 22 x 34	\$	20.00	a sheet
Photography:			At cost
Postage			At cost
Travel:			
Auto:	\$	0.70	per mile
Flight:			At cost
Lodging:			At cost

# 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

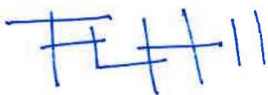
Based upon the previously described scope of work and services for review of the City Park Zone 1 and Zone 2 Projects, we propose the following Lump Sum fees:

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

## PROJECT DESIGN

Installation of all requested neighborhood features for public use are in the main City Park, owned by the City of Franklin. The City is committed to revitalizing our community through parks and recreation improvements to provide an environment where our residents can flourish. Our City Council, through much thought and discussion, prepared the Letter of Intent to proceed with updating and adding key features and amenities to the City Park. Decisions were backed by recent public input utilizing Franklins 2023 Recreation Survey results. Local designer and recreation enthusiast, Alissa Bush's expertise was utilized to assist with plans to best serve our community as she is an active and invested member of the Franklin area.

### **Zone 1 – Patio, Gazebo, Sun Shade, Solar Benches, & Accessible Sidewalks - East of Library in City Park**

The City of Franklin's top priority project for the RCRP grant is the Franklin Public Library patio/gazebo area with sun shades and solar benches located in the main City Park, connected to other amenities through installation of accessible sidewalks. Franklin Public Library hosts programs year-round but highlights the six-week summer reading



program. Weekly summer participation average 65 children in the program. The expansion of the outside area for the Library would be a much needed addition to accommodate these programs for outside activities and future new community events. The Library patrons and public will have access to tables and shade structures to enjoy along with lighting the area for extended evening use. The solar benches would provide electricity to anyone

that needs to charge devices. The Library patio and lighting will be a wonderful addition to the park for patrons to enjoy while visiting the Library and encourage more time spent outdoors in green spaces. In 2022 the Franklin Public Library purchased, with grant funds, a StoryWalk® around the perimeter of our sidewalk. Our Library Director puts in a new story once or twice monthly to encourage youth reading, family interaction, and physical fitness outdoors. The shade from the gazebo would provide a welcoming spot for community engagement for lunch with friends or a coffee at the park as you sit and

enjoy the natural environment. The current area has underground sprinklers which the City staff will relocate for this patio area.

The City of Franklin currently has a walking path around the perimeter of our one square mile City Park. This sidewalk addition was constructed in 2018 and many residents' young and old use this walking path for daily exercise. To encourage and allow access to all the projected projects, installation of an ADA compliant sidewalk will be implemented to connect the new features for people of all abilities to enjoy.

## **Zone 2 - New Picnic Shelter with Restrooms**

The current west picnic shelter in the City Park has dated bathrooms and picnic tables. The structure is dilapidated and will be removed by City staff so that this amenity provides improved accessibility and modern amenities to encourage more active outdoor play while promoting physical fitness and neighborhood revitalization. City staff will accomplish the demolition of the west picnic shelter and restroom to recycle the bricks.



The new shelter will provide shade along with a place for families or events to take place. Electrical outlets will be installed to encourage gatherings to support food warming equipment. The current restroom area will be rehabilitated with new walls and accessible and durable fixtures.

Outdoor physical activity is shown to increase mental and physical health for all who participate. These additional and improved park amenities throughout City Park will encourage green space use promoting a healthier lifestyle through safe and accessible recreation opportunities while promoting neighborhood stabilization through a renewed park we can all be proud of.



## 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 Regulations including 31 C.F.R. part 25, 2 C.F.R. Part 200, subpart D and current state and federal regulations; including the Nebraska State Procurement Act. If there is a conflict in regulations, in all cases the stricter requirement shall apply. The City of Franklin, 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 \$20,000 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 will 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.

1. **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.
  - A. **Cost Analysis** The Entity must perform a cost or price analysis in connection with every procurement action in excess of the Micro-purchase Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.
  - B. **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, competitive bidding, and contractor oversight, 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 or similar document made available on the website listed in the public notice of the Request for Bids/Proposals.
- B. **Preference** 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.
- C. **Record Keeping** 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)].

D. **Contract Provisions** 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.
- Bond must be in place to protect both Federal and City interest in the project.

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.
- E. **Conflict of Interest** The provisions and requirements of the *Conflicts of Interest*, at subpart (d) of the Nebraska Political Accountability and Disclosure Act and other 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




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Margaret Siel  
Mayor, City of Franklin

3-11-25

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**SOUTH CENTRAL ECONOMIC DEVELOPMENT DISTRICT, INC.**  
**PROFESSIONAL SERVICES AGREEMENT**  
Nebraska Affordable Housing Trust Fund Program  
**24-TFRH-34017**  
HOUSING MANAGEMENT

**THIS AGREEMENT** made and entered into by and between the **City of Franklin**, 619 15<sup>th</sup> Avenue, Franklin, Nebraska, 68939 (hereinafter referred to as the City) and the South Central Economic Development District, Inc. (SCEDD), PO Box 79, 401 East Avenue 2<sup>nd</sup> Floor, Holdrege, NE 68949 (hereinafter referred to as SCEDD).

**WITNESSES THAT:**

**WHEREAS**, the City and SCEDD are desirous of entering into a contract to formalize their relationship, and

**WHEREAS**, pursuant to the Nebraska Affordable Housing Act, the State of Nebraska Department of Economic Development (DED) is authorized to provide Nebraska Affordable Housing Trust Funds (hereafter referred to as NAHTF) to units of local government selected to carry out certain programs and projects under the Nebraska Affordable Housing Program in compliance with all applicable local, state and federal laws, regulations and policies, and

**WHEREAS**, the City, as part of its 2024 Nebraska Affordable Housing Trust Fund (NAHTF) grant agreement with the Department, under contract number **24-TFRH-34017**, has been awarded Nebraska Affordable Housing Trust Fund dollars for the purposes set forth herein, and

**WHEREAS**, the Scope of Work included in this contract is authorized as part of the City's approved NAHTF program, and

**WHEREAS**, it would be beneficial to the City to utilize SCEDD as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local NAHTF program.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived there from, the parties hereto agree as follows:

**1. Services to be Provided by the Parties**

- a. SCEDD shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (**Attachment #1**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

**2. Time of Performance**

The effective date of this contract shall be April 8, 2025, the date the parties sign and complete execution of the contract. Contracts may not be entered into prior to the Department's Notice of Award date which is September 17, 2024. The termination date of this contract shall be the Department's contract end date of April 30, 2027.

The City and SCEDD may mutually agree to enter into a new Housing Management contract upon the expiration of the current contract term.

### **3. Consideration**

The City shall reimburse SCEDD in accordance with the Payment Schedule described in **Attachment #2** for all allowable expenses agreed upon by the parties to complete the Scope of Work in **Attachment #1**. In no event shall the total amount reimbursed by the City exceed the sum of **\$40,000.00** (forty thousand dollars). Reimbursement under this contract shall be based upon proof of tenant occupancy with adequate source documentation of the **8 (eight)** units. Proof of tenant occupancy includes, but is not limited to, a completed tenant application, accompanying income verification forms, and/or appropriate documentation as required by NAHTF. Reimbursement will be \$5,000.00 (five thousand dollars) per unit upon initial unit occupancy.

It is also understood that this contract is funded in whole or in part with NAHTF funds through the State of Nebraska as administered by DED and is subject to those regulations and restrictions normally associated with State funded programs and any other requirements that the State may prescribe.

### **4. Record Maintenance, Record Retention & Access to Records**

SCEDD agrees to maintain such records and follow such procedures as required by the NAHTF program, and any such procedures that the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the City for a period of ten years after the final audit of the City's project unless a longer period is required to resolve audit findings or litigation.

The City, DED, and duly authorized officials of the State government shall have full access and the right to examine any pertinent documents, papers, records, and books of SCEDD involving transactions to this local program and contract.

### **5. Relationship**

The relationship of SCEDD to the City shall be that of an independent consultant rendering professional services. SCEDD shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship between employer and employee or principal and agent between the City and SCEDD.

### **6. Suspension, Termination and Close Out**

If SCEDD fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. **Suspension:** If SCEDD fails to comply with the terms and conditions of this contract, or whenever SCEDD is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to SCEDD or its authorized

representative. The suspension will remain in full force and effect until SCEDD has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by SCEDD or its authorized representatives during the period of suspension will be allowable under the contract except:

- 1) Reasonable, proper, and otherwise allowable costs which SCEDD could not avoid during the period of suspension.
- 2) If upon investigation, SCEDD is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
- 3) In the event that all or any portion of work prepared or partially prepared by SCEDD be suspended, abandoned, or otherwise terminated, the City shall pay SCEDD for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. **Termination for Cause:** If SCEDD fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- 1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- 2) SCEDD has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;
- 3) SCEDD has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract;

then, the City may terminate this contract in whole or in part and thereupon shall notify SCEDD of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of SCEDD. After this effective date, no charges incurred under any terminated portions are allowed.

c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:

- 1) By the City, with the consent of SCEDD, or by SCEDD with the consent of the City. In such cases, the parties mutually agree upon the terms and conditions for the termination in full or in part.
- 2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
- 3) If the City does not pay SCEDD within 60-days of receiving an invoice, SCEDD may terminate the agreement and require payment for all services completed to date.
- 4) The City may terminate this contract at any time giving at least 10 days' notice in writing to SCEDD. If the contract is terminated for the convenience of the City as provided herein, SCEDD will be paid for time provided and expenses incurred up to the termination date.

## 7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of

compensation therefore, which are mutually agreed upon by the City and SCEDD shall be incorporated in written amendments to this contract.

**8. Personnel**

SCEDD represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of the City or have any contractual relationship with the City.

All services required hereunder will be performed by SCEDD or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

**9. Assignability**

SCEDD shall not assign any interest in this contract and shall not transfer any interest in this contract (whether by assignment or notation), without prior written consent of the City thereto; provided, however, that claims for money by SCEDD from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

**10. Reports and Information**

SCEDD, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

**11. Findings Confidential**

All the reports, information, data, etc., prepared or assembled by SCEDD under this contract are confidential and SCEDD agrees that they shall not be made available to any individual or organization without prior written approval of the City.

**12. Copyright**

No reports, maps, or other documents produced in whole or in part under this contract shall be subject to an application for copyright by or on behalf of SCEDD.

**13. Compliance With Local Laws**

SCEDD shall comply with all applicable laws, ordinances, and codes of the state and local governments and SCEDD shall save the City harmless with respect to any damage arising from any tort done in performing any of the work embraced by this contract and from failure to comply with any condition or term of this contract.

**14. Conflict of Interest**

No officer, employee or agent of SCEDD who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties,

during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, an exception may be granted upon a case by case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by DED.

**15. Audits and Inspections**

The City, DED, the State Auditor, or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the NAHTF project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, and the State Auditor.

**16. Hold Harmless**

SCEDD agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of SCEDD's and its agents' negligent performance of work associated with this agreement. SCEDD shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

**17. Governing Law**

This agreement will be governed by, construed according to the laws and regulations of, and subject to the jurisdiction of the State of Nebraska. Any legal proceeding arising out of or relating to this Agreement shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and SCEDD. The attachments to this agreement are identified as follows:

**ATTACHMENT #1**

**SCOPE OF WORK** for the **City of Franklin for NAHTF Downtown Apartments & Commercial (Marcellus) building** housing management, consisting of one page.

**ATTACHMENT #2**

**PAYMENT SCHEDULE** for the **City of Franklin for NAHTF Downtown Apartments & Commercial (Marcellus) building** housing management, consisting of one page.

**WITNESS WHEREOF**, the City and SCEDD have executed this contract agreement as of the date and year last written below.

**City of Franklin**

**South Central Economic Development District, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED as to legal form:**

City Attorney

By: \_\_\_\_\_ Date: \_\_\_\_\_

OR

Right Waived: \_\_\_\_\_, Mayor

**ATTACHMENT 1: FRANKLIN-24-TFRH-34017**  
**SCOPE OF WORK - HOUSING MANAGEMENT**

SCEDD agrees to provide the specified housing management services as outlined in this contract through its duration, which will extend to the contract end date of April 30, 2027. The Scope of Work is for the Downtown Apartments - Marcellus Building for 8 (eight) units, 2 (two) on the main floor, 6 (six) on the 2<sup>nd</sup> (second) floor, during the contract grant period.

1. Ensure all rules and regulations of the Nebraska Affordable Housing Trust Fund are adhered to on behalf of the Applicant/Owner, City of Franklin, serving as the representative between the City (Owner) and building contractors for project completion.
2. Oversee the management records of all contractor/subcontractors in coordination with the Engineer and General Contractor, for compliance with the State's requirements (Ref. 3.06 & 5.03 of State DED contract with City):
  - a. Authorized to transact business in accordance with the State of Nebraska and Nebraska Department of Revenue registration requirements;
  - b. Registered with the Nebraska Department of Labor with valid certificate;
  - c. Utilize the State's E-Verify Program, or an equivalent as a "federal Immigration verification system," through record keeping of all new employees.
3. Oversee and facilitate Procurement for a qualified Engineer with the City.
4. Participate in the Request for Bids of a qualified General Contractor providing NAHTF guidance as needed.
5. Perform regular construction monitoring inspections.
6. Provide oversight for lead based paint testing, if applicable.
  - a. Submit for DED reimbursement of eligible contracted lead based paint testing services.
7. Provide oversight of radon testing as required, in coordination with the local Public Health Department. Test results will be communicated to the Engineer and General Contractor for mediation steps, if applicable.
  - a. Conduct follow-up tests for radon as needed.
8. Perform final inspections in coordination with the Engineer and General Contractor, with designated inspectors and certify completion of work.
9. Assist in the initial tenant application process, advertising, review, and eligibility process to determine initial income eligibility of initial lease of all units and through the contract period.
  - a. Provide a Credit Report for each eligible tenant application as part of the income eligibility process.
  - b. Provide Tenant Education through the NAHTF endorsed program 'RentWise,' or equivalent, coordinated with tenant eligible applicants, either digitally or in-person, as needed to meet the tenant eligibility process.

10. Notify Property Owner of allowable NAHTF rent limits on an annual basis prior to contract lease renewal so appropriate notification is provided to tenants.
11. Provide oversight in conjunction with the Property Owner (City), the annual self-certification of tenant's income prior to lease renewal. An annual report will be provided to the City during the contract period.
12. Maintain applicant files, in coordination with the Property Owner, to include all documentation to meet State requirements during the contract period. Work with the Property Owner (City) for a plan to maintain the files through the ten (10) year affordability period from the date of full occupancy.
13. Provide an annual report on tenant application status to the City and prepare and submit all required annual reports during the contract period, to the Nebraska Department of Economic Development.
14. Attend meetings of the City of Franklin as necessary.
15. Keep current with NAHTF housing guidelines.

**ATTACHMENT #2: FRANKLIN-24-TFRH-34017  
PAYMENT SCHEDULE – HOUSING MANAGEMENT**

The City shall reimburse SCEDD upon Certificate of Occupancy terms met and all **8 (eight)** NAHTF residential units of the Downtown Apartment - Marcellus building initially leased. In no event shall the total amount reimbursed by the City exceed the sum identified in Section 3 of this Agreement.

Reimbursement under this agreement shall be based on billing submitted to the City, supported by appropriate documentation of benchmarks met, as required by DED.

Proof of lease-up of all 8 Units	\$5,000 allowed per unit	\$40,000 Housing Management Reimbursement
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# CITY OF FRANKLIN

## Request for Future Agenda Item

NOTE: If you have a specific topic that you would like to bring before the City Council to discuss at a future meeting, please list your name, address, phone number and the specific topic you would like to discuss. You must also provide at least 2-3 solutions to your topic for the City Council to consider. The item(s) will be reviewed and possibly scheduled for a future meeting, or forwarded to City of Franklin staff for appropriate action. The deadline for Agenda Item Requests is at 12pm the Thursday before the next City Council meeting. **With the exception of items of an emergency nature, the agenda shall NOT be altered later than (a) 24 hours before the next scheduled City Council meeting, or (b) 48 hours before the next scheduled City Council meeting for requests submitted from individuals residing outside the corporate limits of the municipality.**

### REQUESTOR INFORMATION

Full Name: Amy Stephens Phone: 605-280-3728  
 Address: 11610 K St Franklin NE 68939  
 Date of Request: 4-8-25  
 Description: June Jamboree June 7<sup>th</sup>, 2025 - Shutting down main street for car show - 5K Open pool free swim  
 Open park - church service Sunday morning  
 Solutions (need to offer 2-3): porta pots for event.

### OFFICE USE ONLY

| Request Forwarded to Mayor/Council //  | Request Received/Reviewed by City Staff

Initials: RAH Date Completed: 3/24/25 // Initials: \_\_\_\_\_ Date Completed: \_\_\_\_\_



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





**Sales Quote: Q-717429**

**Offer Expires:** May 05, 2025

**Prepared for:**

Raquel Felzien  
 City Clerk and Treasurer  
 Franklin, City of, NE  
 619 15th Ave  
 Franklin, NE 68939  
 (308) 425-6295  
 rfelzien@cityoffranklin.net

**Prepared by:**

Caitlin Leap  
 Account Manager  
 OnSolve  
 6240 Avalon Blvd  
 Alpharetta, GA 30009

caitlin.leap@onsolve.com

**Payment Terms:** Net 30

**Billing Frequency:** Annually

**Currency:** USD

**Subscription Service Fees**

**Critical Communications**

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Plus Package	05/11/2025 - 05/10/2028	1	\$2,166.00	\$6,498.00
CodeRED Plus Package includes: 600 non-Emergency voice minutes per year. Overage will be billed at USD 0.50 per voice minute in blocks of 60.	05/11/2025 - 05/10/2028	1	\$0.00	\$0.00
CodeRED Premium Data	05/11/2025 - 05/10/2028	1	\$216.60	\$649.80
<b>Critical Communications Subscription Fees</b>				<b>\$7,147.80</b>

<b>ORDER TOTAL</b>	<b>\$7,147.80</b>
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**Annual Fees**

<b>Year 1 Subscription Fees + Non-Recurring Service Fees</b>	<b>\$2,382.60</b>
<b>Year 2 Subscription Fees</b>	<b>\$2,382.60</b>
<b>Year 3 Subscription Fees</b>	<b>\$2,382.60</b>

\*The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.

**Service Description – Critical Communications**

<p><b>CODE-Plus Pkg</b></p> <ul style="list-style-type: none"> <li>CodeRED Subscription Service</li> <li>Unlimited <b>Emergency</b> voice minutes and TTY</li> <li><b>Non-Emergency</b> voice minutes and TTY</li> </ul>
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- Unlimited SMS Text, Email, RSS, and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

#### **Service Terms**

- Use of the Subscription Service is intended for **Franklin, City of, NE**
- Population: **909**. A population increase above 10% may result in increased pricing.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.
- Emergency means threat to life and/or property.

# TextMyGov

TextMyGov

P.O. Box 3784

Logan, Utah 84323

435-787-7222

## Partnership Agreement

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### Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, *97% of smartphone owners text regularly.*

The technology analysts at Compuware reported *that 80 to 90% of all downloaded apps are only used once and then eventually deleted* by users.

# TextMyGov Solutions

*Communicate, Engage, Boost Website Traffic, Track and Work.*



## Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



## Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



## Boost Website Traffic

TextMyGov uses smart texting technology to maximize a city's website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



## Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



## Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

# Implementation

## Getting Started

- After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

## Configuration

- The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

## Media Kit

- Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

## Unlimited Training and Support

- After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

This quote represents a subscription to TextMyGov with an annual recurring charge for a period of Three-Years. The agreement is set to automatically renew on the date of this agreement, after the initial term. See below for package price and other details.

*Terms and conditions can be printed and attached as Exhibit A or viewed at [www.TextMyGov.com/terms](http://www.TextMyGov.com/terms)*

Prepared for:  
 City of Franklin  
 619 15th Avenue, Franklin, NE 68939  
 Raquel Felzien rfelzien@cityoffranklin.net

Prepared by:  
 Jayden Eastman  
 Account Executive  
 P.O. Box 3784  
 Logan, UT 84323

Package	Package Price	Billing
TextMyGov- Premium	\$2,300.00	Annual
Premium Package includes:		
<ul style="list-style-type: none"> <li>• TextMyGov Web-Based Software</li> <li>• Automated Calls – 10,000 Minutes per year</li> <li>• Enhanced Media Care Package</li> <li>• Citizen Surveys</li> <li>• Facebook Integration</li> <li>• Local Phone Number</li> <li>• Short Code Number (for outgoing messages)</li> <li>• Unlimited Users &amp; Departments</li> <li>• Unlimited Support for Every User</li> <li>• 10 GB Managed online data storage</li> <li>• 25000 Text Messages per year</li> <li>• Local phone number &amp; address database</li> </ul>	\$500.00	Annual
Implementation/Setup Fee	\$1,000.00	One Time
Total (First Year):	\$3,800.00	First Year
Total (Ongoing):	\$2,800.00	Annual

Notes:

1. This is a Three-Year Agreement. Prior to the expiration of the initial two-year term, either party may terminate this Agreement by providing the other party with a sixty (60) days written notice prior to the agreement signature date. Should Customer terminate the agreement the remaining balance will immediately become due. This agreement shall automatically renew for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term
2. Customer will send invoice on an annual basis. Invoices will be sent by mail and email to the addresses listed on the Agreement Confirmation page of this agreement. Terms are net 30 days from the date of the invoice.
3. Customer is required to put Text My Gov widget on the Agency's Web Home page. See below for details on the widget clause
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

## Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual\* cost, upon request.

Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual
Database <ul style="list-style-type: none"><li>• Database of your local residence to improve citizen engagement.</li><li>• Database might have been quoted in the original quote. See your package breakdown for details.</li></ul>	Price is based on population. See Account Executive for details.	

# Agreement Confirmation

## Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

## Implementation Team Information

Name:

Title:

Email:

Office Phone:

Cell Phone (Required):

## Billing Information

(Invoices for the amount will be sent two weeks after signature with net 30 days.

Invoices will be sent from an iWorQ email address)

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9)

## Agreement Signature

Name:

Title:

Date:

Signature:

## Widget Contact

Name:

Title:

Email:

Phone:

\*This person is responsible for placing the TextMyGov widget (see options- [TextMyGov/Widget Link](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time.)

# Twilio Contact Authorization

## Twilio Authorized Contacts

Employee Name (1):

Email:

Phone Number:

Job Position:

Business Title:

Employee Name (2):

Email:

Phone Number:

Job Position:

Business Title:

*I confirm that my nominated authorized representatives agree to be contacted by Twilio.*

*\*\*Twilio contact can be the same as the implementation contact. Twilio requires us to have two authorized contacts. They rarely reach out, but if there are any support questions, they require these contacts. \*\**



# TextMyGov

City of Franklin, NE



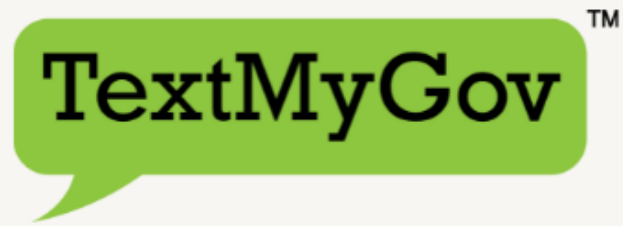
# WHY TEXTING

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## Pew Research Institute

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### Text Demographics



# Texting Research

#### Pew Research Institute:

97% of Adults in the United States own a mobile phone. 85% of those phones are smart phones  
95% of text messages are read and responded to within 3 minutes of being received  
The average open rate for a "short message system" (text) is 98% - 5x that of email (20%)  
48% of American's prefer communication from business to come via text

#### Nielson Surveys say:

**97% of people aged 50-64**, and **92% of people 65+** own a mobile phone  
60% of people over 45 say they are just **as likely to text as they are to make a phone call**  
40% of those born **before 1945** own a **smartphone**  
Of Baby Boomers who text, 57% would have a positive view of a company that offers texting,  
while **42% agree that it's a convenient way to communicate with a business**  
61% of people aged 53-63 **check their phone notifications 1-3 times per hour**

"Older adults own cell phones at high rates, and they don't just use those phones for emergencies. With **83% of people aged 50-64**, and **61% of people aged 65+ owning smartphones**, not flip phones or call-only phones, it's clear that **they are doing far more than making phone calls**. They send and receive texts, read the news, use social media, browse the internet, go shopping, stream music and video, and much more using their smartphones." Nielson

# WHY TEXTMYGOV?



## No Download Needed

- Citizens don't need to download an app, or subscribe to an email service. If they have a cell phone they have access to alerts/notifications. TextMyGov provides marketing material such as a website widget and flyers for easy sign ups!



## Dedicated Account Management

- Every account has a Dedicated Account Manager who will help set up your entire account. We specifically work with local governments so they will be able to provide suggestions on best practices and ideas on how you can maximize the service.



## Unlimited Training

- Your account manager will provide unlimited training for staff. We know that departments can turn over, so we are here to help train new staff, new departments, or even just a refresher.



## Citizen Surveys

- Allows municipalities to collect feedback from residents via SMS, Email, Social Media. This feature enables automated survey distribution, real-time response tracking, and data insights to enhance community engagement.

# WHY TEXTMYGOV

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The most efficient way to communicate with your citizen is via text. No app, no email, no sign up required.

Our two-way smart response allows citizens to ask questions, and report issues all from their cell phone.

Customize your notifications/alerts based on groups, departments, or physical location.



## Residents Can..



- Receive Alerts
- Request Information
- Report Issues
- Complete Surveys

# Receiving Alerts

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- City staff can send text alerts to residents about important information. Examples include:
  - Storm Alerts
  - Service shutoffs (boil notices) and road closures
  - Bill reminders/delinquency notices
  - Event announcements
  - Office closures
  - Upcoming special meetings

# Website Widget

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We provide marketing materials for the promotion of TextMyGov. The website encourages organic growth and has an easy-to-use opt in. Just type your number to opt in.

## Notification-Opt-In



Encourage citizens to sign up for text alerts and have the "Opt-In" button initiate the process of texting in an alert keyword to the 91896 number.

After the text is sent, users will still need to reply "Yes" to confirm opt-in.

# Example Website Widget

The screenshot shows the top portion of the City of Sutton, Nebraska website. At the top, there is a header with the text "Chamber of Commerce" followed by an envelope icon and the email address "cityofsutton@gmail.com", and "2019 Open Meetings Act Poster Budget". Below this is the "CITY OF SUTTON NEBRASKA" logo. A dark grey navigation bar contains the following links: "About", "News", "Bill Payment", "View E-Bills", "Local Jobs", "Calendar", "Fair Housing Rights", "City Government", "Economic Development", "Community Development", "Residents", "Visitors", "Contact", and "TextMyGov". Below the navigation bar, the text "Welcome to Sutton, Nebraska." is displayed. At the bottom, there is a row of four service tiles: "CITY GOVERNMENT" with a classical building icon, "CHAMBER OF COMMERCE" with a stylized 'C' icon, "ECONOMIC DEVELOPMENT" with a stylized 'E' icon, and a "TextMyGov" widget. The widget is a dark grey rounded rectangle with a red border, containing the text "Receive city text alert notifications!", "Text SUTTON to 91896", and a green "Opt-in" button. The widget also has a "TextMyGov" logo in the top left and a close button 'x' in the top right.

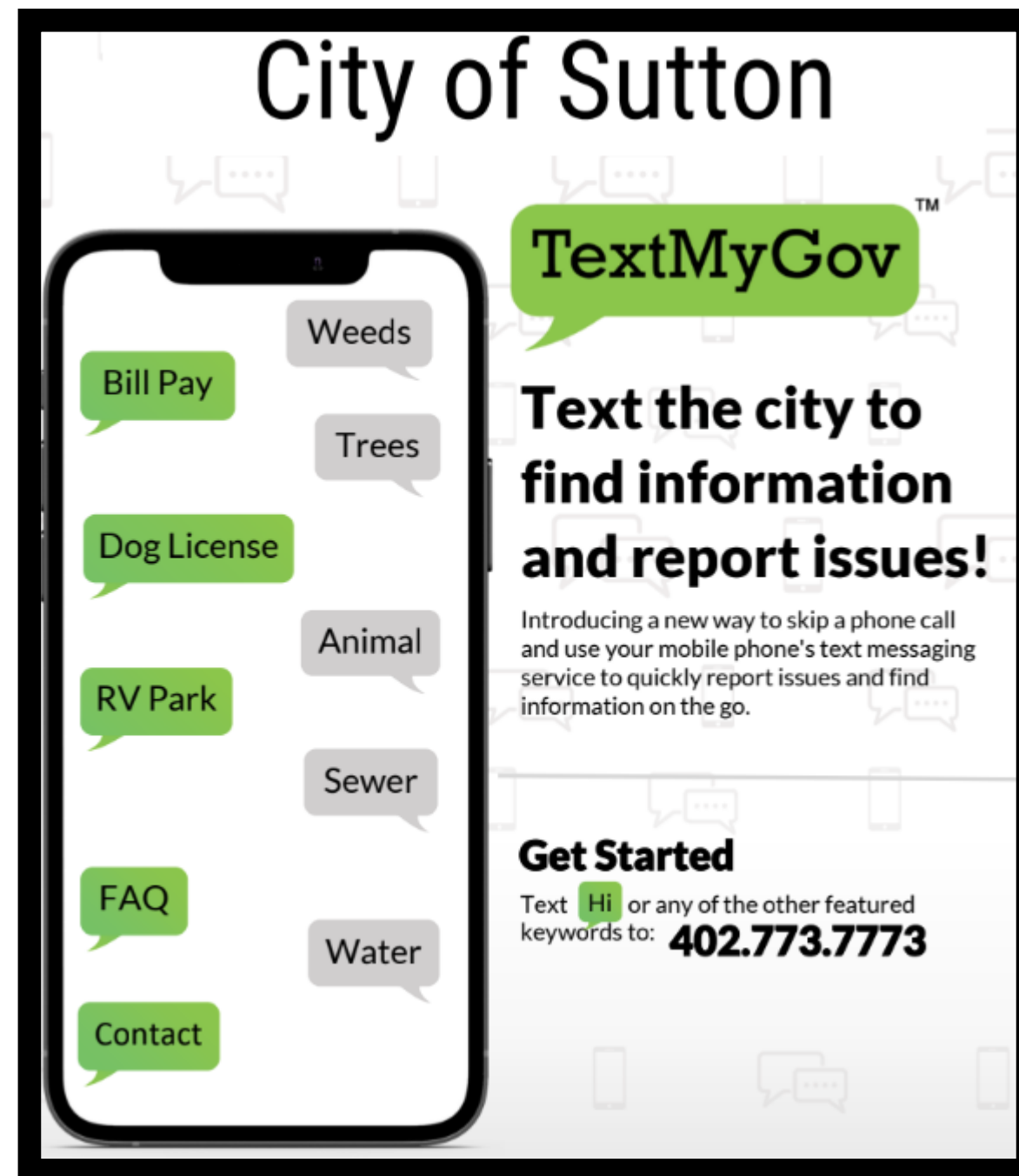
Residents can opt-in to receive notifications directly from your website with our provided website widget.

# Example Flyers

TextMyGov includes marketing to help walk residents through signing up and interacting with the program.

Materials include:

- TextMyGov website widget
- Five Flyers a year
- QR Codes
- Custom Graphics
- Videos



**City of Sutton**

**TextMyGov™**

**Text the city to find information and report issues!**

Introducing a new way to skip a phone call and use your mobile phone's text messaging service to quickly report issues and find information on the go.

**Get Started**

Text **Hi** or any of the other featured keywords to: **402.773.7773**

**Keywords:** Bill Pay, Dog License, RV Park, FAQ, Contact, Weeds, Trees, Animal, Sewer, Water



**City of Sutton Text Alerts**

**TextMyGov™**

**91896**

**SUTTON**

**Sign up to receive city text message notifications!**

Opt-in today,  
Text **SUTTON**  
To: **91896**

**What to Expect:**

- After the initial keyword is sent, you will receive a confirmation message asking you to reply YES to verify opt-in.
- Msg frequency varies.
- You can text STOP at any time to opt-out.

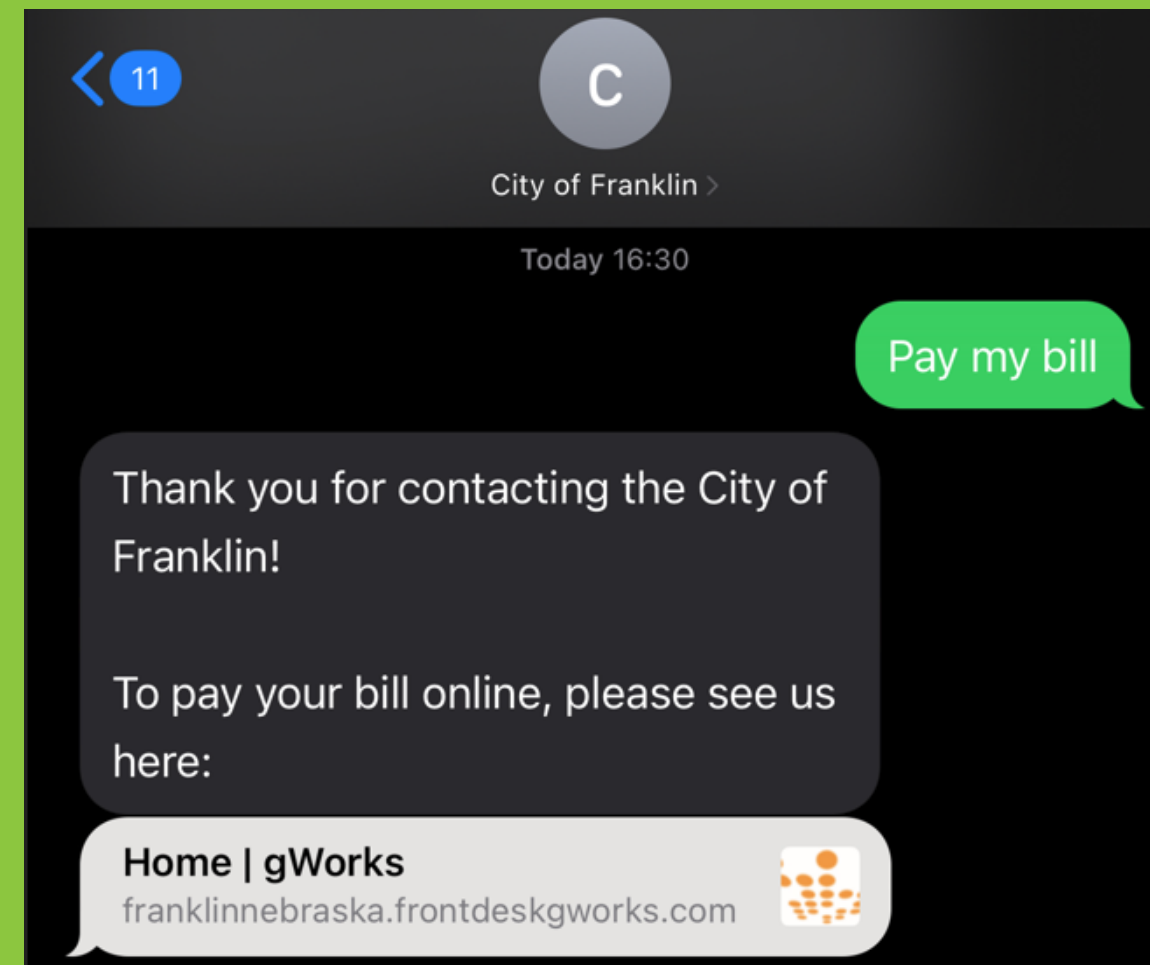
# Finding Information

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- Automated responses are built out by your project manager.
- A citizen texts in for information and receives a single response in return with correct information guiding them (via link or pdf) to the right place and/or contact information.

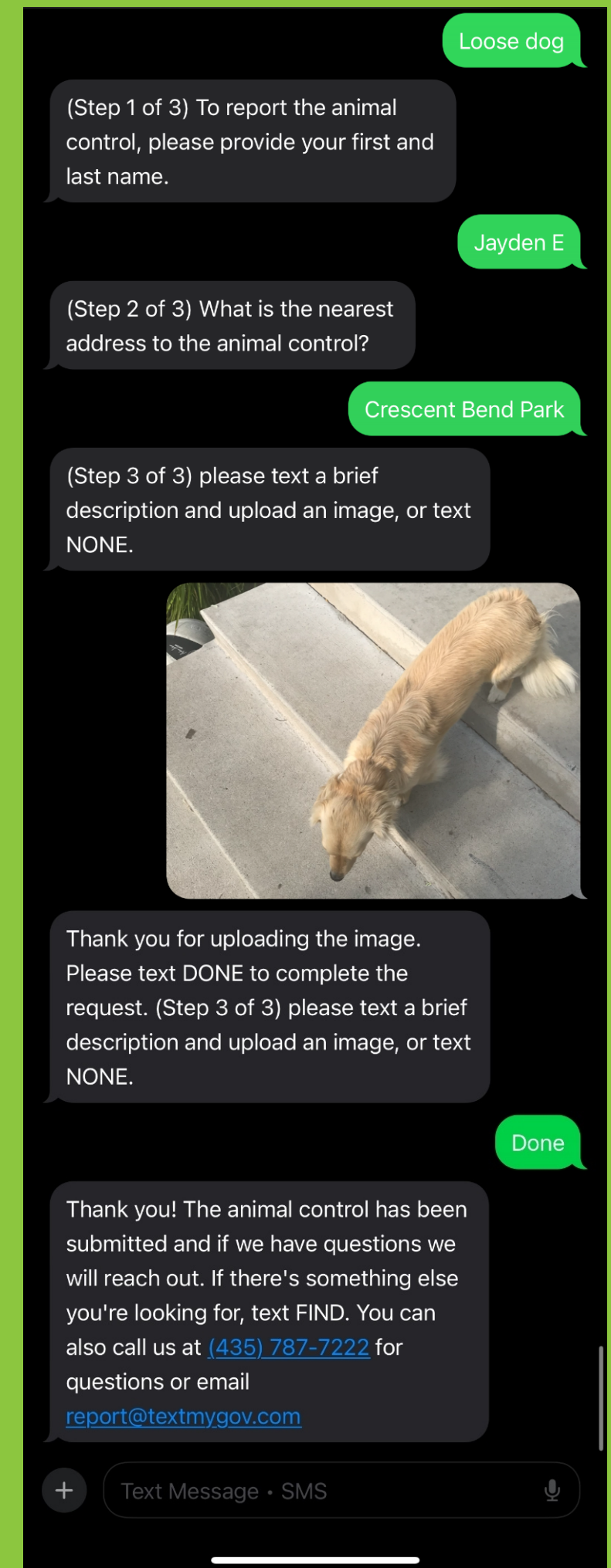
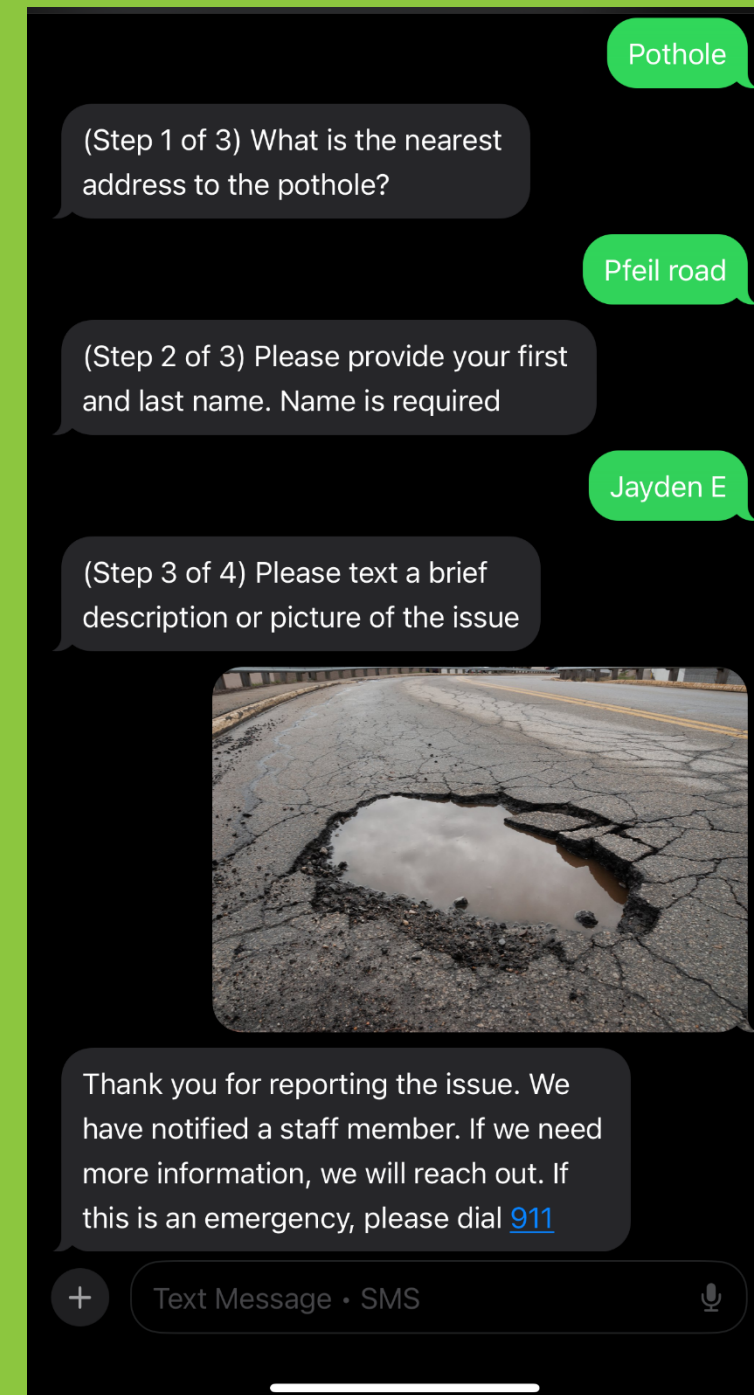
-Some examples include:

- How to find forms or apply for permits
- Office hours
- Contact info
- Code information
- Upcoming meeting agendas
- Upcoming events



# Reporting Information

- Residents text in the issue needed to report.
- The program will respond back with information required.
- All responses can be customized.
- These reports are sent directly to the right department staff members.
- Photos of the issues can be added.
- Items that can be reported are chosen by the City staff.
- Examples: Storm damages, animal control concerns, code violations, fallen trees/branches, potholes, and more!



# Citizen Surveys

- City staff can create surveys on the same program you send out alerts.
- Easily distribute survey link via text, email, on the City website or social media.
- View results of the surveys live.

-Try an example survey from a residents perspective here:

<https://app-api.textmygov.com/6/survey-intro/4>



Please find the following proposals for joint sealing concrete streets in City of Franklin NE. This will presented as a three round project. The city will access costs and readjust their spending as budget allows. Work could begin as of October 1st 2025 ; The beginning of our budget year.

Street		Joint Seal Year	Joint Seal Year	Joint Seal Year
10th Ave	P st to HWY 136			2028
11th Ave	Spur to Ost		2027	
12th Ave	spur to 1/2 north of O			2028
13th Ave	spur to 1/2 north of O			2028
15th Ave	Hst to Ist	25 / 26		
	Ist to Jst	25 / 26		
	Jst to Kst	25 / 26		
	Kst to Lst	25 / 26		
	Lst to Mst	25 / 26		
17th Ave	Hst to Ist	25 / 26		
	Ist to Jst	25 / 26		
	Jst to Kst	25 / 26		
18th Ave	Ost to Pst		2027	
	Jst to Kst		2027	
	Ist to Jst		2027	
	Hst to Ist		2027	
19th Ave	Mst to Nst		2027	
Qst	12th Ave to 14th Ave		2027	
Pst	9th Ave to 10th Ave		2027	
Pst	10th Ave to 13th Ave			2028
	16th Ave to 18th Ave			2028
Fairway	Spur to 11th Ave			2028
N st	18th to 19th			2028
Lst	9th Ave to 12th Ave			
Kst	9th Ave to 12th Ave		2027	
Jst	16th Ave to 17th Ave			2028
	17th Ave to 18th Ave			2028
Ist	16th Ave to 17th Ave			2028
	17th Ave to 18th Ave			2028
		8	13 1/2	17

~ Concrete street		Joint Seal	Joint Seal	Joint Seal
Street		Year	Year	Year
10th Ave	P st to HWY 136			2028
11th Ave	Spur to Ost		2027	
12th Ave	spur to 1/2 north of O			2028
13th Ave	spur to 1/2 north of O			2028
15th Ave	Hst to Ist	25 / 26		
	Ist to Jst	25 / 26		
	Jst to Kst	25 / 26		
	Kst to Lst	25 / 26		
	Lst to Mst	25 / 26		
17th Ave	Hst to Ist	25 / 26		
	Ist to Jst	25 / 26		
	Jst to Kst	25 / 26		
18th Ave	Ost to Pst		2027	
	Jst to Kst		2027	
	Ist to Jst		2027	
	Hst to Ist		2027	
19th Ave	Mst to Nst		2027	
Qst	12th Ave to 14th Ave		2027	
Pst	9th Ave to 10th Ave		2027	
Pst	10th Ave to 13th Ave			2028
	16th Ave to 18th Ave			2028
Fairway	Spur to 11th Ave			2028
N st	18th to 19th			2028
Lst	9th Ave to 12th Ave			
Kst	9th Ave to 12th Ave		2027	
Jst	16th Ave to 17th Ave			2028
	17th Ave to 18th Ave			2028
Ist	16th Ave to 17th Ave			2028
	17th Ave to 18th Ave			2028
		8	13 1/2	17

This is my first proposal for joint seal on concrete streets. I am going to invite bids from three companies. Ledezama Const. Figgins Const. Bayder Highway ( Did the work last time around ) When we did this earlier, this break down of streets gave us a fairly even cost for all three years. I will be asking them to make plans to begin after our year changes October 2025. That will keep us on an 8 year rotation. We can adjust spending anytime. Not set in stone. Keep in mind even though there are less blocks on the first round, main street is more than double width.



# GLASS DOCTOR<sup>®</sup>

HOME • AUTO • BUSINESS

We fix your panes!<sup>®</sup>

The Glass Doctor of Central Nebraska

2304 Avenue A

Kearney, NE 68847

Ph:308 236 9970

**Quote: 1-15539**

**Date:12/27/2024**

Customer

CITY OF FRANKLIN

H (308)425-6295

Csr:SCOTT

Tech:

PO

Terms:C.O.D

<u>Qty</u>	<u>Part / Description</u>	<u>Item Total</u>
1	MISC - Glass- Mapes Panel	306.25
1	MISC - Framing- Kawneer Medium Stile Door w/ panic device	1,708.47
1	MISC - Hardware- Light Duty Door Closer	306.25
1	SERVICE - LABOR- 1.5 days	1,031.25
1	MISC - Travel- Fuel	103.13
1	MISC - Freight- BW	250.00
1	MISC - Supplies- Caulking and Fasteners	39.39

Job Site:

Tax Info:

KEARNEY 0.00  
STATE TAX 0.00

Signature \_\_\_\_\_

<u>Tax</u>	<u>Total</u>	<u>Payments</u>	<u>Balance</u>
0.00	3,744.74	0.00	3,744.74



# GLASSDOCTOR<sup>®</sup>

HOME • AUTO • BUSINESS

We fix your panes!<sup>®</sup>

The Glass Doctor of Central Nebraska

2304 Avenue A

Kearney, NE 68847

Ph:308 236 9970

**Quote: 1-15540**

**Date:12/27/2024**

Customer

FRANKLIN LIBRARY

H (308)425-6295

Csr:SCOTT

Tech:

PO

Terms:C.O.D

<u>Qty</u>	<u>Part / Description</u>	<u>Item Total</u>
1	MISC - Glass	306.25
1	MISC - Framing	2,712.90
1	MISC - Hardware	1,397.99
1	SERVICE - LABOR	687.50
1	MISC - Travel	103.13
1	MISC - Freight-BW	250.00
1	MISC - Supplies	39.39

Notes:Glass- Mapes Panel

Framing- Kawneer Medium Stile w/ latch, lock, and paddle

Hardware-Heavy Duty Door Closer w/ hold open arm, Standalone Card Reader DL1200 Series

Travel- Fuel

Supplies- 3 Caulking and 10 Fasteners

Job Site:

Tax Info:

KEARNEY 0.00  
STATE TAX 0.00

Signature \_\_\_\_\_

<u>Tax</u>	<u>Total</u>	<u>Payments</u>	<u>Balance</u>
0.00	5,497.16	0.00	5,497.16



# JACKSON GLASS

318 N ST. JOSEPH AVE HASTINGS, NE

402-462-5165

December 4, 2024  
Franklin City Hall  
ATTN: Raquel Felzien  
619 15<sup>th</sup> Avenue  
Franklin, Ne., 68939

**RE: New Door, New Framing and Windows, or Panel Boards.**

We propose to furnish and install the following:

- **NEW DOOR QUOTE:**
- (2) 1" Smooth Anodized - Dark Bronze Panel Board
- Bronze 3/0 X 7/0 LHO Door, Continuous Hinge, 1" Glass Stops, 10" Bottom Rail, Special Height 79", Mid-Rail, Rim Panic, Closer, & Sweep.
  
- **Any unforeseeable problems or changes will be over and above the quotes price stated below and will be addressed and discussed upon discovery.**
  
- **ANY INTERIOR FINISHES BY OTHERS**

TOTAL COST: Door: \$ 4,093.58 , (Includes Materials, Taxes, & Labor).

Thank you for the opportunity to provide this bid, we look forward to working with you in the future. Please don't hesitate to reach out, should you have any questions. Please sign/date and return this form if you would like to move forward with this project. ( **Quote only good for 60 Days** )

Sincerely,

Jon C. Jackson  
JACKSON GLASS, L.L.C.  
318 N. ST. Joseph Ave.  
Hastings, Ne. 68901  
[jonjackson@jacksonglassllc.com](mailto:jonjackson@jacksonglassllc.com)  
402-984-6167

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



# JACKSON GLASS

318 N ST. JOSEPH AVE HASTINGS, NE

402-462-5165

April 3, 20  
Franklin Library  
ATTN: Amanda  
1502 P St.  
Franklin, Ne., 68939

## RE: New Hallow Metal Door

We propose to furnish and install the following:

- 3/0 X 7/0 , Hallow Metal Metal Frame (LH), Welded, Prepped for Hinges and Rim Panic Strike, Reinforced for closer, 40" X 86" Outside Frame Dimension.
- 3/0 X 7/0, Hallow Metal Door (LH), Prepped for Hinges and Rim Panic with Trim, Reinforced for closer.
- Materials & Labor to replace old and install new.
- **Any unforeseeable problems or changes will be over and above the quotes price stated below and will be addressed and discussed upon discovery.**
- **ANY INTERIOR FINISHES BY OTHERS**

TOTAL COST: \$ 5,313.92(Includes Materials, Taxes, & Labor).

Thank you for the opportunity to provide this bid, we look forward to working with you in the future. Please don't hesitate to reach out, should you have any questions. Please sign/date and return this form if you would like to move forward with this project. ( Quote only good for 60 Days )

Sincerely,

Jon C. Jackson  
JACKSON GLASS, L.L.C.  
318 N. ST. Joseph Ave.  
Hastings, Ne. 68901  
[jonjackson@jacksonglassllc.com](mailto:jonjackson@jacksonglassllc.com)  
402-984-6167

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_



2308 East Hwy 30, Kearney, NE 68847  
 ph. 308-338-0010 fax 308-338-9336  
 www.callfisher.com

# PROPOSAL

DATE
8/4/2023

PROPOSALS SUBMITTED TO:
Franklin City Hall 619 15th Ave Franklin NE 68939

PROJECT	CONTACT	CUSTOMER PHONE
CITY HALL ROOF	Bill	308-425-6295

DESCRIPTION	QUANTITY
<p>*****CITY HALL 2023 HAIL REPAIRS*****</p> <p>Provide and install new Derbigum XPS roof membrane set in permastic cold adhesive with all seams and endlaps heat welded.</p> <p>Flash parapet walls with Derbigum XPS membrane.</p> <p>Lift A/C units and roof under them.</p> <p>Provide and install Fibered aluminum roof coating.</p> <p>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.</p>	<p>24 SQ</p> <p>210 LF</p> <p>2 EA</p> <p>24 SQ</p>

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

**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 \_\_\_\_\_

CARRAHER CONST.  
 TELE. 425-3342  
 508 12TH AVE.  
 FRANKLIN, NEBR. 68939

255549

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE <b>3-10-25</b>
NAME <b>City of Franklin</b>		
ADDRESS		
CITY, STATE, ZIP <b>Franklin Neb</b>		

SOLD BY <b>BRN</b>	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT
--------------------	------	--------	--------	-----------	-------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	<b>R&amp;R Cemetery Information Cover</b>		
2	<b>Labor &amp; Material</b>		<b>\$ 1540.00</b>
3			
4			
5	<b>R&amp;R Ball Field Picnic Cover</b>		
6	<b>Labor &amp; Material</b>		<b>\$ 2040.00</b>
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



Franklin Public Library

## RESOLUTION NO. 2025-01

WHEREAS, the Mayor and Council of the City of Franklin, Nebraska intend to provide adequate salaries for summer employees within the salary range provided by Sec. 1-218 of the Municipal Code;

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Franklin, Nebraska that the following salaries are hereby filed for the following named employees:

Emily Cleveland, Pool Manager	\$17.00 per hour
Linda Herrick, Asst. Pool Manager	\$15.50 per hour
Kyler Carraher, Asst. Pool Manager/lifeguard	\$14.00 per hour
Madison Holman, Asst. Pool Manager/lifeguard	\$13.50 per hour
Oliva Loschen, Lifeguard	\$13.00 per hour
Lena Loschen, Lifeguard	\$12.00 per hour
Aragorn Green, Lifeguard	\$11.00 per hour
Seth Stephens, Lifeguard	\$11.00 per hour
Lyra Peterman, Ball Park Manager	\$ 2,000 Per year; \$500. at end of season
Lisa Harrison, part-time, Library	\$13.50 per hour
Olivia Loschen, part-time, Library	\$11.00 per hour
Lena Loschen, part-time, Library	\$11.00 per hour
Lindy Loschen, part-time, Library (As of June 12, 2025)	\$11.00 per hour

Kallie Rutt, part-time, Library \$11.00 per hour

Jovie Carraher, part-time, Library \$11.00 per hour

Ruby Carraher, part-time, Library \$11.00 per hour

FURTHER RESOLVED, that said salaries shall be effective as of May 1, 2025, unless otherwise **passed and approved this 8th, day of April 2025**

ATTEST:

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Margaret M. Siel, Mayor

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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. TO PROVIDE FOR PUBLICATION IN PAMPHLET FORM; AND TO PROVIDE AN 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:**

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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. 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:

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:**

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:**

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:**

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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:**

<b>Effective First Full Billing Cycle After:</b>	<b>May 15, 2025</b>	<b>May 15, 2026</b>
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 15<sup>th</sup> 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 8th day of April, 2025.

CITY OF FRANKLIN, NEBRASKA

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Margaret Siel, Mayor

Attest:

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Raquel Felzien, City Clerk