



December Regular Meeting December 10, 2024 6:00 PM City Hall

1. **Call the Meeting to Order and Roll Call**
2. **Verification of Open Meetings Notice**
3. **Consent Agenda**
 - 3.a. Minutes of previous meetings.
 - 3.b. Treasurer's Report
 - 3.c. Budget Report
 - 3.d. Payroll
 - 3.e. Claims
 - 3.f. Permits: Chris Vigil, demo; Tom Davis, demo; Maurice Cole, fence permit
 - 3.g. Franklin County Sheriff's Department Report
4. **Adjournment sine die**
5. **Oath of Offices to the Council Members - elect**
 - **Michael Stephens - Council Member**
 - **Sandy Urbina - Council Member**
6. **Call the meeting to Order and Roll Call**
7. **Verification of Open Meetings Notice**
8. **Mayor Communications**

Mayor Communications

 - Employee recognition dinner - Dates to choose from are: Jan. 31, 2025 or Feb 7, 2025
9. **Consent Agenda**
 - 9.a. Designation of Cornerstone Bank, South Central State Bank, and Farmers Bank and Trust as the City of Franklin depositories for 2025
 - 9.b. Designation of Franklin County Chronicle as the City of Franklin's legal paper for 2025
 - 9.c. Boards and committees for 2025
 - 9.d. Certification of vote, election November 5, 2024
 - 9.e. Nebraska Department of Transportation Certificate of compliance for the Maintenance Agreement
10. **Discussion and Action Items:**
 - 10.a. Discussion and action election of council president
 - 10.b. Discussion and action approval on 2025 Street Superintendent appointment request

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



- Ryan Kavan of JEO Consulting Group Inc
- 10.c. Discussion and action on 2025 City Engineer Appointment - JEO Consulting Group
- 10.d. Discussion and action on the Year End Certification Resolution 2024-13
- 10.e. Discussion and action approval of Year End Certification of the City Street Superintendent for calendar year Jan. 1, 2024 to Dec 31, 2024
- 10.f. Discussion and action on request for proposals for the City Shop
- 10.g. Discussion and action on Jackson Glass quotes.
 - North door in council room - \$4093.58
 - East door at the Library \$4537.47
- 10.h. Discussion and action on junkyard definition with the City Limits of Franklin and one mile jurisdiction.
- 10.i. Discussion and action on city wide clean up dates for 2025
- 10.j. Discussion and action on City Attorney contract for services
- 10.k. Discussion and action on nuisance abatement program - rescind declared nuisances
- 10.l. Discussion and action - nuisance abatement program - Review of Parcels
- 10.m. Discussion and action STARR program - next steps in STARR program
- 10.n. Discussion and action on a contract with Erickson Sullivan Architect firm for the NAHTF grant.
- 10.o. Discussion and action on working up a lease/rental terms or inter local agreement with the daycare board
- 10.p. Discussion and action updating the Dog Ordinance
- 10.q. **Public Comments**
- 10.r. **Adjourn**

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



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

Franklin, Nebraska
November 12, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on November 12, 2024, at 6:00 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina.

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

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

Motion made by Dave Platt, seconded by Fred Beall to approve and/or receive the items on the Consent Agenda and to waive the oral reading of the minutes permits as presented. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

AFLAC	INS.	\$639.26
ALISSA BUSH DESIGN	FEE	\$1,875.00
AMERICAN LEGAL	FEE	\$500.00
ARMOR EQUIPMENT	MAINT.	\$75.95
BAKER & TAYLOR	SUPP.	\$317.90
BEAR FRAME	MAINT.	\$991.53
BELLAMY LAW	FEE	\$1,725.00
BCBS	INS.	\$10,842.92
BLACK HILLS	GAS	\$1,255.93
BOWER, MIKE	REIMB.	\$154.10
CASPIAN CREATES	FEE	\$540.00
CHEMQUEST	FEE	\$495.00
CHRISTIE MALL	SERV.	\$80.00
CITY OF HOLDREGE	DISP.FEE	\$2,906.32
CPI	FUEL	\$1,830.96
DELTA DENTAL	INS.	\$562.18
DUTTON LAINSON	MAINT.	\$445.92

EAKES	FEE	\$44.99
EFTPS	PAYROLL	\$8,343.08
ELECTRIC FUND	ELECTRIC	\$3,067.07
FELZIEN, RAQUEL	REIMB.	\$66.86
FRANKLIN AUTO PARTS	SUPP.	\$650.35
FRANKLIN CO. CHRONICLE	FEE	\$330.45
FRANKLIN SHERIFF	FEE	\$6,032.00
FREDERCIK BEALL	CDA GRANT	\$15,250.00
FREEDOM CLAIMS	FEE	\$3,000.00
FRANKLIN CO. TREASURER	FEE	\$182.50
FRANKLIN PUBLIC SCHOOL	FEE	\$750.00
GLENWOOD TELE.	PHONE	\$534.56
GOLDSTAR PRODUCTS	MAINT.	\$4,042.69
HOMETOWN LEASING	FEE	\$407.38
INTEGRATED SECURITY SOL.	MAINT.	\$240.00
JEO CONSULTING	FEE	\$333.75
JIM'S OK TIRE	MAINT.	\$2,125.68
JK ENERGY CONSULTINGS	FEE	\$1,000.00
KIDWELL INC	FEE	\$765.00
LIBERTY NATIONAL	FEE	\$39.49
MADISON LIFE	INS	\$75.47
METEROPOLITAN COMPOUNDS	MAINT.	\$6,171.81
MENARDS	SUPP.	\$355.91
MICHAEL TODD	SUPP.	\$960.19
MG TRUST	FEE	\$4,391.41
MUNICIPAL SUPPLY	MAINT.	\$520.65
NE DEPT OF REV	SALES TAX	\$8,880.44
NE DEPT OF REV	PAYROLL	\$1,023.38
NDEE	FEE	\$100.00
NE PUBLIC HEALTH	FEE	\$15.00
NORTHWEST ELECTRIC	MAINT.	\$316.83
PAYROLL	PAYROLL	\$27,709.27

PITSTOP	FUEL	\$409.33
PLANK'S HWDE	SUPPLY	\$126.27
QUADIENT/FINANCE	POSTAGE	\$350.00
R & R SALES	MAINT.	\$15.20
RETIREMENT PLAN	PAYROLL	\$1,946.54
RIGHTWAY	SUPP.	\$37.05
S.E. SMITH & SONS	MAINT.	\$51.24
SARGENT DRILLING	MAINT.	\$2,867.83
SCHMIDT COMPUTER	MAINT.	\$214.00
SOUTHERN POWER	FEE	\$64,692.85
U.S. BANK	SUPP.	\$3,557.74
UNEMPLOYMENT	PAYROLL	\$50.40
TLC PEST	MAINT.	\$340.00
VERIZON	PHONE	\$82.95
VSP	INS	\$185.87
WAPA	FEE	\$3,989.22
	TOTAL	\$201,880.67

Franklin county Sheriff report reviewed.

Motion made by Kasey Loschen, seconded by Dave Platt to approve nuisance postponement for 2024-FRAN-9002 until January 12, 2025. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

No properties to rescind currently.

Motion made by Dave Platt, seconded by Sandy Urbina to approve abatement on the following properties 2024-FRAN-8014; 2024-FRAN-9004; and 5-day notice to 2024-FRAN-9008; 2024-FRAN-9006, penal action. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Review of the STARR grant process. They are currently abating a few of the properties and waiting to get the asbestos removed in a few of the properties.

Motion made by Sandy Urbina, seconded by Kasey Loschen to approve to move forward to pay the back taxes at 907 15th Ave and closing cost associated with the property to obtain title.

Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Nay, Urbina: Yea

Yea: 3, Nay: 1
Platt: Nay

Discussion on the NAHTF grant. The committee will help with making decisions to move forward with this grant. The deadlines for the request for qualifications were discussed along with the next few steps.

Motion made by Sandy Urbina, seconded by Fred Beall to approve appointing Margaret Siel, Dave Platt, Raquel Felzien, and Jr Stover to serve as the committee for the Nebraska Affordable Housing Trust Fund grant, (NAHTF). Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on the Marcellus building. Progress is moving along well.

Discussion on the Rural Community Recovery Program (RCRP) grant we were awarded. We are waiting to hear from NDEE about the contract.

Motion made by Dave Platt, seconded by Sandy Urbina to approve appointing Kasey Loschen, Chase Bislow, Amanda Shelton, Taylor Herrick, and Nate Liechti to serve on a committee for the Rural Community Recovery program for the renovations at the City Park. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Discussion on the dog ordinance, how many dogs to allow, other animals and continuing to license dogs in the future.

Discussion on one- & six-year streets to be armor coated in 2025.

Discussion on the city shop and getting a request for proposals ready for construction. Melodie and Raquel will work on the request.

Discussion on the daycare building and how to move forward. Franklin Little Flyer Daycare has a new board, and they are working on figuring out how to move forward and get a daycare up and running soon.

No pending ligation to discuss.

No public comments

Adjourn meeting at 8:41 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin, Nebraska
November 25, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on November 25, 2024, at 4:30 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall, Kasey Loschen, Dave Platt, Sandy Urbina.

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

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

Motion made by Sandy Urbina, seconded by Kasey Loschen to approve architect firm Erickson Sullivan based on the Request for qualification criteria. Motion Passed.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

Motion made by Sandy Urbina, seconded by Fred Beall to table the request for proposal for the city shop to the December meeting. Motion Tabled.

Beall: Yea, Loschen: Yea, Platt: Yea, Urbina: Yea
Yea: 4, Nay: 0

No public comments.

Adjourn meeting at 5:54 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin, Nebraska
December 3, 2024

A meeting of the Mayor and Council of the City of Franklin, Nebraska was held at City Hall in said City on December 3, 2024, at 5:00 PM

Upon roll call, the following board members were in attendance: Margaret Siel, Fred Beall, Kasey Loschen, Dave Platt, **Absent:** Sandy Urbina.

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

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

Discussion on the contract and scope of work with Trevor from Erickson Sullivan Architect firm for the Nebraska affordable housing trust fund grant.

No public comments

Adjourned meeting at 7:18 PM

ATTEST:

APPROVED:

Raquel Felzien, City Clerk

Margaret Siel, Mayor

Franklin Public Library
Board of Trustees
Regular Meeting
December 2, 2024

The meeting was called to order at 6:07 p.m. by President Joan Dorn . In attendance, were Trustees, Joan Dorn, Taylor Herrick, Melinda Siel and Susie Headrick, Linda Lennemann and Librarian Amanda Shelton. Absent: None Visitors: None

Open Meetings Act posted.
Notice of Meeting posted.

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

Correspondence & Communication:
None

No visitor comments

Librarian Report:
Santa Express will be held December 5th at 6:15 p.m.
Teen Lock-in will be held December 30th 7:00 p.m. -7:00 a.m.

Circulation statistics for September and October were reviewed.

There were no committee reports.

Other items of interest:

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

Meeting adjourned at 6:15 p.m.

The next regular meeting will be February 3, 2025

Melinda Siel, Secretary

Cornerstone Bank & SCSB		for December 10, 2024 meeting		
Beginning Balance	\$533,353.64			
Credit Transactions	\$503,102.24			
Debit Transactions	\$328,109.32			
ending bank balance	\$708,346.56			
KENO CHECKING	\$609.69			
C & D Enterprise Fund	\$64,106.61			
Farmers State Bank Trust/ Health Acct	\$48,915.92			
TOTAL OF ALL CHECKING ACCOUNTS	\$821,978.78			
CD BALANCES CORNERSTONE BANK (CBS)	CERTIFICATE VALUE	RATE	MATURITY DATE	ACCOUNT TERM
CSB CD#114064	\$52,952.42	4.42%	06/05/2025	7 MONTHS
CSB CD# 115430	\$268,140.46	4.91%	12/20/2024	7 MONTHS
CSB CD#127417	\$54,918.95	3.94%	9/9/2025	11 MONTHS
CSB CD#127418	\$54,404.61	3.94%	9/9/2025	11 MONTHS
CSB CD#127419	\$148,371.28	4.42%	5/9/2025	7 MONTHS
CSB CD#128049	\$293,025.81	4.42%	06/06/2025	7 MONTHS
Total CBS:	\$871,813.53			
SOUTH CENTRAL STATE BANK (SCSB)	CERTIFICATE VALUE	RATE	MATURITY DATE	ACCOUNT TERM
SCSB CD#405491	\$140,267.76	4.96%	11/01/2024	9 MONTHS
SCSB CD#405525	\$433,239.80	4.91%	2/12/2025	6 MONTHS
SCSB CD#405526	\$322,674.70	4.81%	11/12/2024	9 MONTHS
SCSB CD#405571	\$52,922.49	4.91%	03/01/2025	6 MONTHS
SCSB CD#405572	\$138,871.58	4.91%	03/01/2025	6 MONTHS
SCSB CD#405673	\$115,329.34	4.91%	01/24/2025	6 MONTHS
Total SCSB:	\$1,203,305.67			
Total CD's Investments:	\$2,075,119.20			
GRAND TOTAL CHECKING & CD'S:	\$2,897,097.98			
CASHED AND TOOK OVER TO CORNERSTONE BANK				
SCSB CD#405490	\$293,025.81	4.96%	11/01/2024	9 MONTHS
1/2 funds were put in chekcing acct	\$140,119.36			
1/2 were put into a CD	\$152,906.45			
	\$293,025.81			

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
05-00-4100	PROPERTY TAX	2,144.47	18,371.71	8.12	207,827.38	226,199.09
05-00-4103	CITY SALES TAX	10,970.61	19,857.21	16.55	100,142.79	120,000.00
05-00-4211	STATE EQUALIZATION PYMT				149,476.58	149,476.58
05-00-4305	MISC REVENUES				12,500.00	12,500.00
05-00-4310	DOG LICENSE/IMPOUND FEES		10.00	1.00	990.00	1,000.00
05-00-4320	LIQUOR/TOBACCO LICENSE	510.00	1,020.00	29.14	2,480.00	3,500.00
05-00-4340	FINES & FEES	78.00	231.00	3.08	7,269.00	7,500.00
05-00-4348	MOSQUITO SPRAYING/BLOOMINGTON				500.00	500.00
05-00-4380	FRANCHISE FEES				5,000.00	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	13,703.08	39,489.92	4.38	861,185.75	900,675.67
SUMMER RECREATION DEPARTMENT						
05-01-4010	BALL PARK REGISTRATIONS				2,500.00	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	.00	.00	.00	12,750.00	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	248.84	666.71	33.34	1,333.29	2,000.00
05-04-4343	GRANT MONEY				475,000.00	475,000.00
	PARK TOTAL	248.84	666.71	.14	476,333.29	477,000.00
LIBRARY DEPARTMENT						
05-08-4018	LIBRARY INCOME	59.40	108.75	7.25	1,391.25	1,500.00
05-08-4305	MISC REVENUE - LIBRARY				500.00	500.00
	LIBRARY TOTAL	59.40	108.75	5.44	1,891.25	2,000.00
CEMETERY DEPARTMENT						
05-11-20	CEMETERY INCOME	800.00	1,225.00	12.25	8,775.00	10,000.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CEMETERY TOTAL	800.00	1,225.00	12.25	8,775.00	10,000.00
	GENERAL TOTAL	14,811.32	41,490.38	2.94	1369,435.29	1,410,925.67
ADMIN DEPARTMENT						
12-00-4125	LOAN PROCEEDS-STREET				125,000.00	125,000.00
12-00-4230	HIGHWAY ALLOCATIONS - STR	14,673.86	32,175.25	18.39	142,794.75	174,970.00
12-00-4231	MOTOR VEHICLE FEES - STR	1,023.17	2,202.28	11.01	17,797.72	20,000.00
12-00-4321	ROAD TAX - STR	53.66	433.50	10.84	3,566.50	4,000.00
12-00-4331	MOTOR VEHICLE SALESTAX RECEIPT	2,628.38	6,381.32	25.53	18,618.68	25,000.00
12-00-4910	TRANSFER REVENUE - STR				110,000.00	110,000.00
	ADMIN TOTAL	18,379.07	41,192.35	8.97	417,777.65	458,970.00
	STREET TOTAL	18,379.07	41,192.35	8.97	417,777.65	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	3,656.86	6,619.06	18.91	28,380.94	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	3,656.86	6,619.06	.34	1950,380.94	1,957,000.00
	CDA TOTAL	3,656.86	6,619.06	.34	1950,380.94	1,957,000.00
	TOTAL REVENUE	36,847.25	89,301.79	2.33	3737,743.88	3,827,045.67

SUMMER RECREATION DEPARTMENT

05-01-5010	FUEL				2,000.00	2,000.00
05-01-5040	ELECTRICITY BALL PARK				200.00	200.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-01-070	PENSION BENEFIT				200.00	200.00
05-01-5110	SALARIES- SUMMER REC				2,500.00	2,500.00
05-01-5111	UMPIRE FEES				2,000.00	2,000.00
05-01-5120	FICA				200.00	200.00
05-01-5280	UNIFORMS				1,000.00	1,000.00
05-01-5310	CHEMICALS				250.00	250.00
05-01-5320	MATERIALS/SUPPLIES				1,000.00	1,000.00
05-01-5321	EQUIPMENT				2,000.00	2,000.00
05-01-5350	PRINTING				100.00	100.00
05-01-5420	MAINT/REPAIRS				1,500.00	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
	SUMMER RECREATION TOTAL	.00	80.00-	.41-	19,730.00	19,650.00
	POOL DEPARTMENT					
05-03-5020	PHONE - POOL		94.88-	18.98-	594.88	500.00
05-03-5030	NATURAL GAS - POOL		10.12	4.05	239.88	250.00
05-03-5040	ELECTRICITY - POOL	33.75	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		449.82	29.99	1,050.18	1,500.00
05-03-5150	INSURANCE - POOL		3,764.16	75.28	1,235.84	5,000.00
05-03-5320	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				800.00	800.00
05-03-5610	MISC EXPENSE - POOL				300.00	300.00
05-03-5611	SWIM TEAM EXPENSES				500.00	500.00
05-03-5630	CONTRACTS & AGREEMENTS - POOL		19.95	7.98	230.05	250.00
05-03-5800	CAPITAL OUTLAY - POOL				4,000.00	4,000.00
	POOL TOTAL	33.75	4,575.13	5.56	77,774.87	82,350.00
	PARK DEPARTMENT					
05-04-5010	FUEL - PARK	144.14	345.70	17.29	1,654.30	2,000.00
05-04-5020	PHONE - PARK	34.95	69.90	13.98	430.10	500.00
05-04-5040	ELECTRICITY - PARK	160.79	266.79	8.89	2,733.21	3,000.00
05-04-5070	PENSION PLAN - PARK	11.17	11.17	1.12	988.83	1,000.00
05-04-5110	SALARIES - PARK	1,887.26	3,584.76	16.29	18,415.24	22,000.00
05-04-5120	SOCIAL SECURITY - PARK	126.78	239.54	9.58	2,260.46	2,500.00
05-04-5140	PROFESSIONAL - PARK		451.98	30.13	1,048.02	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	5.60	8.74	4.37	191.26	200.00
05-04-5160	UNEMPLOYMENT - PARK				100.00	100.00
05-04-5190	HEALTH INSURANCE - PARK	923.22	1,591.08	23.75	5,108.92	6,700.00
05-04-5192	DENTAL/VISION INS	78.10	143.68		143.68-	

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
05-04-5280	UNIFORMS - PARK				200.00	200.00
05-04-5310	CHEMICALS - PARK				1,750.00	1,750.00
05-04-5320	MATERIALS/SUPPLIES - PARK	450.86	883.49	16.06	4,616.51	5,500.00
05-04-5340	OFFICE EXPENSES - PARK		22.56	4.51	477.44	500.00
05-04-5420	MAINTENANCE/REPAIRS - PARK	399.25	614.77	9.92	5,585.23	6,200.00
05-04-5450	FEES & DUES - PARK	765.00	765.00		765.00-	
05-04-5610	MISCELLANEOUS - PARK				900.00	900.00
05-04-5630	CONTRACTS & AGREEMENTS -PARK	56.64	56.64	11.33	443.36	500.00
05-04-5800	CAPITAL OUTLAY - PARK				565,000.00	565,000.00
	PARK TOTAL	5,043.76	11,878.92	1.90	612,171.08	624,050.00

GENERAL DEPARTMENT

05-05-5010	FUEL - GEN				300.00	300.00
05-05-5020	PHONE - GEN	216.89	433.37	18.84	1,866.63	2,300.00
05-05-5030	NATURAL GAS - GEN	82.79	82.79		82.79-	
05-05-5040	ELECTRICITY - GEN	246.12	557.72	22.31	1,942.28	2,500.00
05-05-5070	PENSION PLAN - GEN	339.89	644.60	18.42	2,855.40	3,500.00
05-05-5110	SALARIES - GEN	14,204.11	20,650.35	25.81	59,349.65	80,000.00
05-05-5120	SOCIAL SECURITY - GEN	1,083.38	1,573.18	25.58	4,576.82	6,150.00
05-05-5140	PROFESSIONAL - GEN	2,495.00	4,939.82	20.58	19,060.18	24,000.00
05-05-5150	INSURANCE - GEN		14,115.61	70.58	5,884.39	20,000.00
05-05-5151	LIFE INSURANCE - GEN	8.78	15.17	10.11	134.83	150.00
05-05-5160	UNEMPLOYMENT - GEN				75.00	75.00
05-05-5190	HEALTH INSURANCE - GEN	2,400.85	4,758.00	11.90	35,242.00	40,000.00
05-05-5192	VISION/DENTAL INS	211.95	414.00	20.70	1,586.00	2,000.00
05-05-5280	UNIFORM - GEN				250.00	250.00
05-05-5320	MATERIALS/SUPPLIES - GEN	184.86	376.53	5.02	7,123.47	7,500.00
05-05-5340	OFFICE EXPENSES - GEN		22.56	1.13	1,977.44	2,000.00
05-05-5360	POSTAGE - GENERAL				300.00	300.00
05-05-5420	MAINTENANCE/REPAIRS - GEN	57.34	23,086.84	103.99	886.84-	22,200.00
05-05-5440	SCHOOLING - GEN	66.86	163.61	.36	44,836.39	45,000.00
05-05-5450	FEES & DUES - GEN	3,749.25	18,119.27	36.24	31,880.73	50,000.00
05-05-5459	ELECTION EXPENSES - GEN	182.50	182.50	36.50	317.50	500.00
05-05-5610	MISC - GENERAL				40,000.00	40,000.00
05-05-5630	CONTRACTS & AGREEMENTS- GEN	798.08	970.12	2.77	34,029.88	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	26,328.65	91,106.04	13.73	572,618.96	663,725.00

POLICE DEPARTMENT

05-06-5110	SALARIES - POL				25,000.00	25,000.00
05-06-5140	PROFESSIONAL - POL		449.82		449.82-	
05-06-5150	INSURANCE - POL		9,410.41		9,410.41-	
05-06-5280	POLICE UNIFORMS		293.00-		293.00	
05-06-5320	MATERIALS/SUPPLIES - POL		51.20		51.20-	
05-06-5630	CONTRACTS & AGREEMENTS - POL	6,032.00	22,064.00	22.06	77,936.00	100,000.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	POLICE TOTAL	6,032.00	31,682.43	25.35	93,317.57	125,000.00
LIBRARY DEPARTMENT						
05-08-5020	PHONE - LIB	109.27	218.67	16.82	1,081.33	1,300.00
05-08-5040	ELECTRICITY - LIB	114.67	251.76	5.59	4,248.24	4,500.00
05-08-5070	PENSION PLAN - LIB	171.60	343.20	19.07	1,456.80	1,800.00
05-08-5110	SALARIES - LIB	3,862.82	6,325.64	13.32	41,174.36	47,500.00
05-08-5111	SALARIES- CLEANING	50.00	1,500.00	250.00	900.00-	600.00
05-08-5120	SOCIAL SECURITY - LIB	288.01	576.03	19.20	2,423.97	3,000.00
05-08-5140	PROFESSIONAL - LIB		449.82	29.99	1,050.18	1,500.00
05-08-5150	INSURANCE - LIB		1,882.08	94.10	117.92	2,000.00
05-08-5151	LIFE INSURANCE - LIB	8.78	54.66	9.11	545.34	600.00
05-08-5160	UNEMPLOYMENT - LIB				100.00	100.00
05-08-5190	HEALTH INSURANCE - LIB	628.57	1,257.14	15.71	6,742.86	8,000.00
05-08-5192	DENTAL/VISION INS	61.56	123.12	20.52	476.88	600.00
05-08-5280	UNIFORMS - LIB				200.00	200.00
05-08-5310	CHEMICALS - LIB				50.00	50.00
05-08-5320	MATERIALS/SUPPLIES - LIB	487.99	625.68	39.11	974.32	1,600.00
05-08-5340	OFFICE EXPENSES - LIB	9.38	9.38	.63	1,490.62	1,500.00
05-08-5420	MAINTENANCE/REPAIRS - LIB				6,000.00	6,000.00
05-08-5440	SCHOOLING - LIB	76.69	112.63	9.39	1,087.37	1,200.00
05-08-5450	FEES & DUES - LIB	125.74	651.48	37.23	1,098.52	1,750.00
05-08-5610	MISCELLANEOUS - LIB				100.00	100.00
05-08-5630	CONTRACTS & AGREEMENTS - LIB	317.24	417.24	16.69	2,082.76	2,500.00
05-08-5800	SUMMER READING PROGRAM - LIB	233.33	233.33	23.33	766.67	1,000.00
05-08-5801	CAPITAL OUTLAY - LIB				2,000.00	2,000.00
	BOOKS/VIDEOS/MAG.LIB	498.62	1,551.84	24.83	4,698.16	6,250.00
	LIBRARY TOTAL	7,044.27	16,583.70	17.34	79,066.30	95,650.00
CEMETERY DEPARTMENT						
05-11-5010	FUEL - CEM	56.59	154.43	12.87	1,045.57	1,200.00
05-11-5070	PENSION PLAN - CEM				1,000.00	1,000.00
05-11-5110	SALARIES - CEM	1,697.49	3,394.99	16.97	16,605.01	20,000.00
05-11-5120	SOCIAL SECURITY - CEM	112.73	225.45	15.03	1,274.55	1,500.00
05-11-5140	PROFESSIONAL - CEM		449.82	29.99	1,050.18	1,500.00
05-11-5150	INSURANCE - CEM		941.04	67.22	458.96	1,400.00
05-11-5151	LIFE INSURANCE - CEM	5.59	8.74	1.75	491.26	500.00
05-11-5160	UNEMPLOYMENT - CEM				75.00	75.00
05-11-5190	HEALTH INSURANCE - CEM	923.22	1,591.09	24.11	5,008.91	6,600.00
05-11-5192	DENTAL/VISION INS	74.26	139.86	27.97	360.14	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	42.10	56.59	.81	6,943.41	7,000.00
05-11-5450	FEES & DUES - CEM				300.00	300.00
05-11-5610	MISCELLANEOUS - CEM				300.00	300.00
05-11-5630	CONTRACTS & AGREEMENTS - CEM				100.00	100.00
05-11-5800	CAPITAL OUTLAY - CEM				9,000.00	9,000.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	CEMETERY TOTAL	2,911.98	7,202.01	13.10	47,772.99	54,975.00
	GENERAL TOTAL	===== 47,394.41 =====	===== 162,948.23 =====	===== 9.78 =====	===== 1502,451.77 =====	===== 1,665,400.00 =====
ADMIN DEPARTMENT						
12-00-5010	FUEL - STR	1,017.03	1,592.40	12.74	10,907.60	12,500.00
12-00-5020	PHONE - STR	77.89	155.77	15.58	844.23	1,000.00
12-00-5040	ELECTRICITY - STR	1,916.74	3,778.45	13.74	23,721.55	27,500.00
12-00-5070	PENSION PLAN - STR	268.80	537.60	16.54	2,712.40	3,250.00
12-00-5110	SALARIES - STR	4,480.00	8,960.00	14.93	51,040.00	60,000.00
12-00-5120	SOCIAL SECURITY - STR	335.56	671.12	13.42	4,328.88	5,000.00
12-00-5140	PROFESSIONAL - STR		449.82	6.92	6,050.18	6,500.00
12-00-5150	INSURANCE - STR		14,115.61	78.42	3,884.39	18,000.00
12-00-5151	LIFE INSURANCE - STR	7.57	12.75	12.75	87.25	100.00
12-00-5160	UNEMPLOYMENT - STR				100.00	100.00
12-00-5190	HEALTH INSURANCE - STR	2,545.72	5,091.44	14.55	29,908.56	35,000.00
12-00-5192	DENTAL/VISION INS	166.24	332.48	22.17	1,167.52	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	31.27	31.27	.98	3,168.73	3,200.00
12-00-5340	OFFICE EXPENSES - STR	214.00	236.56	47.31	263.44	500.00
12-00-5380	SAND AND GRAVEL - STR				6,000.00	6,000.00
12-00-5390	CEMENT - STR				10,000.00	10,000.00
12-00-5400	SIGNS - STR	960.19	960.19	12.80	6,539.81	7,500.00
12-00-5420	MAINTENANCE/REPAIRS - STR	580.43	1,553.63	3.88	38,446.37	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	441.70	44.17	558.30	1,000.00
12-00-5423	ICE MELT - STR				2,500.00	2,500.00
12-00-5630	CONTRACTS & AGREEMENTS -STREET	56.80	56.80	11.36	443.20	500.00
12-00-5800	CAPITAL OUTLAY - STR				200,000.00	200,000.00
	ADMIN TOTAL	----- 13,099.94	----- 38,977.59	----- 8.08	----- 443,572.41	----- 482,550.00
	STREET TOTAL	===== 13,099.94 =====	===== 38,977.59 =====	===== 8.08 =====	===== 443,572.41 =====	===== 482,550.00 =====
15-00-5640	DONATIONS- COMMUNITY BETTERMNT				850.00	850.00
	ADMIN TOTAL	----- .00	----- .00	----- .00	----- 850.00	----- 850.00
	COMMUNITY BETTERMENT TOTAL	===== .00 =====	===== .00 =====	===== .00 =====	===== 850.00 =====	===== 850.00 =====

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
16-00-40	CDA EXPENDITURE	103.20	103.20	.10	99,896.80	100,000.00
16-00-5700	REVOLVING LOAN		19,587.53	39.18	30,412.47	50,000.00
16-00-5705	PROFESSIONAL FEES				1,000.00	1,000.00
16-00-5800	CDA CAPITAL OUTLAY	1,875.00	73,247.67	3.81	1848,752.33	1,922,000.00
	ADMIN TOTAL	1,978.20	92,938.40	4.48	1980,061.60	2,073,000.00
	CDA TOTAL	1,978.20	92,938.40	4.48	1980,061.60	2,073,000.00
	TOTAL EXPENSES	62,472.55	294,864.22	6.98	3926,935.78	4,221,800.00
	NET PROFIT/LOSS:	25,625.30-	205,562.43-	52.07	189,191.90-	394,754.33-

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	13,703.08	39,489.92	4.38	861,185.75	900,675.67
	SUMMER RECREATION TOTAL	.00	.00	.00	12,750.00	12,750.00
	POOL TOTAL	.00	.00	.00	8,500.00	8,500.00
	PARK TOTAL	248.84	666.71	.14	476,333.29	477,000.00
	LIBRARY TOTAL	59.40	108.75	5.44	1,891.25	2,000.00
	CEMETERY TOTAL	800.00	1,225.00	12.25	8,775.00	10,000.00
	GENERAL TOTAL	14,811.32	41,490.38	2.94	1369,435.29	1,410,925.67
	ADMIN TOTAL	18,379.07	41,192.35	8.97	417,777.65	458,970.00
	STREET TOTAL	18,379.07	41,192.35	8.97	417,777.65	458,970.00
	TOTAL REVENUE	33,190.39	82,682.73	4.42	1787,212.94	1,869,895.67
	SUMMER RECREATION TOTAL	.00	80.00-	.41-	19,730.00	19,650.00
	POOL TOTAL	33.75	4,575.13	5.56	77,774.87	82,350.00
	PARK TOTAL	5,043.76	11,878.92	1.90	612,171.08	624,050.00
	GENERAL TOTAL	26,328.65	91,106.04	13.73	572,618.96	663,725.00
	POLICE TOTAL	6,032.00	31,682.43	25.35	93,317.57	125,000.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	LIBRARY TOTAL	7,044.27	16,583.70	17.34	79,066.30	95,650.00
	CEMETERY TOTAL	2,911.98	7,202.01	13.10	47,772.99	54,975.00
	GENERAL TOTAL	47,394.41	162,948.23	9.78	1502,451.77	1,665,400.00
	ADMIN TOTAL	13,099.94	38,977.59	8.08	443,572.41	482,550.00
	STREET TOTAL	13,099.94	38,977.59	8.08	443,572.41	482,550.00
	TOTAL EXPENSES	60,494.35	201,925.82	9.40	1946,024.18	2,147,950.00
	NET PROFIT/LOSS:	27,303.96-	119,243.09-	42.88	158,811.24-	278,054.33-

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
ADMIN DEPARTMENT						
01-00-4010	CONSUMERS REVENUE - ELEC	112,292.17	214,252.58	16.48	1085,747.42	1,300,000.00
01-00-4050	PENALTY REVENUE - ELEC	557.04	1,278.11	17.04	6,221.89	7,500.00
01-00-4300	INTEREST - ELEC		138.46	4.62	2,861.54	3,000.00
01-00-4500	METER DEPOSITS				3,500.00	3,500.00
01-00-4610	MISC REVENUES - ELEC	2,260.38	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	115,109.59	217,929.53	14.85	1250,070.47	1,468,000.00
POWER PLANT DEPARTMENT						
01-10-4360	NPPD AGREEMENT REV - PP	13,687.50	31,207.50	18.91	133,792.50	165,000.00
01-10-4362	NPPD REIMB NATURAL GAS - PP	131.86	1,334.98	44.50	1,665.02	3,000.00
01-10-4363	NPPD REIMB CELL PHONE - PP	20.00	40.00	16.67	200.00	240.00
	POWER PLANT TOTAL	13,839.36	32,582.48	19.37	135,657.52	168,240.00
	ELECTRIC TOTAL	128,948.95	250,512.01	15.31	1385,727.99	1,636,240.00
ADMIN DEPARTMENT						
02-00-4010	CONSUMERS REVENUE - WTR	21,061.94	43,330.72	18.84	186,669.28	230,000.00
02-00-4011	LRNRD WATER INCOME - WTR	8,716.32	15,583.19	23.97	49,416.81	65,000.00
02-00-4020	MISC WATER INCOME		2.60	.09	3,002.60	3,000.00
02-00-4050	PENALTY REVENUE - WTR	300.89	459.36	3.06	14,540.64	15,000.00
02-00-4125	LOAN PROCEEDS - WATER				150,000.00	150,000.00
02-00-4300	INTEREST - WATER		138.46	5.03	2,611.54	2,750.00
	ADMIN TOTAL	30,079.15	59,509.13	12.78	406,240.87	465,750.00
	WATER TOTAL	30,079.15	59,509.13	12.78	406,240.87	465,750.00
03-00-4010	CONSUMERS REVENUE - SWR	9,338.80	19,012.86	16.53	95,987.14	115,000.00
03-00-4050	PENALTY REVENUE - SWR	81.90	169.90	16.99	830.10	1,000.00
03-00-4125	LOAN PROCEEDS - SEWER				150,000.00	150,000.00
03-00-4300	INTEREST -SEWER		138.46	4.62	2,861.54	3,000.00
	ADMIN TOTAL	9,420.70	19,321.22	7.18	249,678.78	269,000.00
	SEWER TOTAL	9,420.70	19,321.22	7.18	249,678.78	269,000.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
SANITATION DEPARTMENT						
04-07-4010	CONSUMERS REVENUE - SAN	16,663.65	31,251.01	17.86	143,748.99	175,000.00
04-07-4050	PENALTY REVENUE - SAN	108.89	223.44	14.90	1,276.56	1,500.00
04-07-4200	C & D REVENUE - SAN	621.10	3,032.30	30.32	6,967.70	10,000.00
04-07-4300	INTEREST - SAN		138.43	4.33	3,061.57	3,200.00
		-----	-----	-----	-----	-----
	SANITATION TOTAL	17,393.64	34,645.18	18.26	155,054.82	189,700.00
WASTE REDUCTION DEPARTMENT						
04-14-4012	RECYCLING REVENUE - WR	191.73	261.73	5.23	4,738.27	5,000.00
04-14-4304	COUNTY REIMBURSEMENT/WAGES - W		3,532.27	23.55	11,467.73	15,000.00
		-----	-----	-----	-----	-----
	WASTE REDUCTION TOTAL	191.73	3,794.00	18.97	16,206.00	20,000.00
		=====	=====	=====	=====	=====
	SANITATION/WASTE REDUCT TOTAL	17,585.37	38,439.18	18.33	171,260.82	209,700.00
		=====	=====	=====	=====	=====
	TOTAL REVENUE	186,034.17	367,781.54	14.25	2212,908.46	2,580,690.00
		=====	=====	=====	=====	=====
ADMIN DEPARTMENT						
01-00-5010	FUEL - ELEC	173.73	173.73	5.79	2,826.27	3,000.00
01-00-5020	PHONE - ELEC	37.45	74.90	14.98	425.10	500.00
01-00-5030	NATURAL GAS - ELEC	42.79	85.48	5.70	1,414.52	1,500.00
01-00-5041	POWER PURCHASED - ELEC	67,389.07	140,786.41	18.17	634,213.59	775,000.00
01-00-5070	PENSION PLAN - ELEC	569.11	1,105.70	17.01	5,394.30	6,500.00
01-00-5110	SALARIES - ELEC	9,537.76	18,229.26	16.57	91,770.74	110,000.00
01-00-5120	SOCIAL SECURITY - ELEC	688.26	1,297.71	16.96	6,352.29	7,650.00
01-00-5140	PROFESSIONAL - ELEC	270.00	989.82	32.99	2,010.18	3,000.00
01-00-5150	INSURANCE - ELEC		8,469.37	70.58	3,530.63	12,000.00
01-00-5151	LIFE INSURANCE - ELEC	21.57	40.74	16.30	209.26	250.00
01-00-5160	UNEMPLOYMENT - ELEC				100.00	100.00
01-00-5190	HEALTH INSURANCE - ELEC	5,649.42	11,495.15	19.82	46,504.85	58,000.00
01-00-5192	DENTAL/VISION INS	377.78	744.03	21.26	2,755.97	3,500.00
01-00-5240	DISTRIBUTION SUPPLIES - ELEC		6,869.68	27.48	18,130.32	25,000.00
01-00-5280	UNIFORM - ELEC				1,600.00	1,600.00
01-00-5320	MATERIALS/SUPPLIES - ELEC		649.92	43.33	850.08	1,500.00
01-00-5340	OFFICE EXPENSES - ELEC		141.82	9.45	1,358.18	1,500.00
01-00-5360	POSTAGE - ELEC	87.50	175.00	17.50	825.00	1,000.00
01-00-5420	MAINTENANCE/REPAIRS - ELEC		1,228.44	24.57	3,771.56	5,000.00
01-00-5440	SCHOOLING - ELEC	154.10	154.10	7.71	1,845.90	2,000.00
01-00-5450	FEES & DUES - ELEC				2,000.00	2,000.00
01-00-5620	MISC REBATE REFUND				2,000.00	2,000.00
01-00-5630	CONTRACTS & AGREEMENTS - ELEC	1,154.94	1,326.96	17.69	6,173.04	7,500.00
01-00-5710	FRONTDESK SERVICE CHARGES	12.70	24.00	4.80	476.00	500.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
01-00-000	CAPITAL OUTLAY - ELEC				210,000.00	210,000.00
01-00-5910	TRANSFER EXPENSE - ELEC				685,000.00	685,000.00
	ADMIN TOTAL	86,166.18	194,062.22	10.08	1731,537.78	1,925,600.00
POWER PLANT DEPARTMENT						
01-10-5030	NATURAL GAS - PP	131.86	1,334.98	44.50	1,665.02	3,000.00
01-10-5110	SALARIES - PP		304.00	6.76	4,196.00	4,500.00
01-10-5120	FICA EXPENSE - PP		24.65	4.93	475.35	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	122.71	213.69	.60	35,286.31	35,500.00
01-10-5420	MAINTENANCE/REPAIRS - PP	460.52	350,310.31	180.57	156,310.31	194,000.00
01-10-5630	CONTRACTS & AGREEMENTS - PP	551.64	1,046.64		1,046.64	
	POWER PLANT TOTAL	1,266.73	373,937.16	141.91	110,437.16	263,500.00
	ELECTRIC TOTAL	87,432.91	567,999.38	25.95	1621,100.62	2,189,100.00
ADMIN DEPARTMENT						
02-00-010	FUEL - WTR		93.86	3.35	2,706.14	2,800.00
02-00-020	PHONE - WTR	71.16	142.52	10.96	1,157.48	1,300.00
02-00-5040	ELECTRICITY - WTR	1,691.99	3,566.80	12.74	24,433.20	28,000.00
02-00-5070	PENSION PLAN - WTR	181.55	455.97	18.24	2,044.03	2,500.00
02-00-5110	SALARIES - WTR	3,044.64	7,654.40	18.22	34,345.60	42,000.00
02-00-5120	SOCIAL SECURITY - WTR	187.63	504.03	18.33	2,245.97	2,750.00
02-00-5140	PROFESSIONAL - WTR		449.82	17.99	2,050.18	2,500.00
02-00-5150	INSURANCE - WTR		5,646.24	75.28	1,853.76	7,500.00
02-00-5151	LIFE INSURANCE - WTR	5.60	18.38	6.13	281.62	300.00
02-00-5160	UNEMPLOYMENT - WTR				100.00	100.00
02-00-5190	HEALTH INSURANCE - WTR	1,879.42	3,733.70	20.74	14,266.30	18,000.00
02-00-5192	DENTAL/VISION INS	125.04	268.60	22.38	931.40	1,200.00
02-00-5240	DISTRIBUTION SUPPLIES - WTR	520.65	4,486.59	26.39	12,513.41	17,000.00
02-00-5280	UNIFORMS - WTR	106.99	106.99	53.50	93.01	200.00
02-00-5320	MATERIALS/SUPPLIES - WTR	13.83	254.22	10.17	2,245.78	2,500.00
02-00-5340	OFFICE EXPENSES - WTR		6.79	2.26	293.21	300.00
02-00-5360	POSTAGE - WTR	119.50	240.75	16.05	1,259.25	1,500.00
02-00-5420	MAINTENANCE/REPAIRS - WTR	2,950.82	8,783.55	29.28	21,216.45	30,000.00
02-00-5440	SCHOOLING - WTR				3,000.00	3,000.00
02-00-5450	FEES & DUES - WTR		100.06	12.51	699.94	800.00
02-00-5520	LABORATORY TESTING/MONITORING	15.00	52.00	1.73	2,948.00	3,000.00
02-00-5630	CONTRACTS & AGREEMENTS - WATER	61.47	122.94	1.23	9,877.06	10,000.00
02-00-5800	CAPITAL OUTLAY - WTR				187,000.00	187,000.00
02-00-5910	TRANSFER OUT				250,000.00	250,000.00
	ADMIN TOTAL	10,975.29	36,688.21	5.97	577,561.79	614,250.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	WATER TOTAL	10,975.29	36,688.21	5.97	577,561.79	614,250.00
		=====	=====	=====	=====	=====
03-00-5010	FUEL - SWR	193.98	448.17	29.88	1,051.83	1,500.00
03-00-5040	ELECTRICITY - SWR	126.98	264.87	6.23	3,985.13	4,250.00
03-00-5070	PENSION PLAN - SWR	166.24	332.37	16.62	1,667.63	2,000.00
03-00-5110	SALARIES - SWR	2,788.13	5,574.38	15.93	29,425.62	35,000.00
03-00-5120	SOCIAL SECURITY - SWR	169.36	338.58	12.31	2,411.42	2,750.00
03-00-5140	PROFESSIONAL - SWR		449.82	29.99	1,050.18	1,500.00
03-00-5150	INSURANCE - SWR		941.04	67.22	458.96	1,400.00
03-00-5151	LIFE INSURANCE	5.59	18.37	18.37	81.63	100.00
03-00-5160	UNEMPLOYMENT				100.00	100.00
03-00-5190	HEALTH INSURANCE - SWR	1,854.29	3,708.58	18.54	16,291.42	20,000.00
03-00-5192	DENTAL/VISION INS	120.68	241.36	24.14	758.64	1,000.00
03-00-5310	CHEMICALS - SWR	10,214.50	10,214.50	51.07	9,785.50	20,000.00
03-00-5320	MATERIALS/SUPPLIES - SWR	16.38	16.38	3.28	483.62	500.00
03-00-5340	OFFICE EXPENSES - SWR				1,000.00	1,000.00
03-00-5360	POSTAGE - SWR	87.50	175.00	25.00	525.00	700.00
03-00-5420	MAINTENANCE/REPAIRS - SEWER				30,000.00	30,000.00
03-00-5630	CONTRACTS & AGREEMENTS -SEWER	161.48	222.96	1.49	14,777.04	15,000.00
03-00-5800	CAPITAL OUTLAY - SWR				170,000.00	170,000.00
		-----	-----	-----	-----	-----
	ADMIN TOTAL	15,905.11	22,946.38	7.48	283,853.62	306,800.00
		=====	=====	=====	=====	=====
	SEWER TOTAL	15,905.11	22,946.38	7.48	283,853.62	306,800.00
		=====	=====	=====	=====	=====

SANITATION DEPARTMENT

04-07-5010	FUEL - SAN	1,200.54	2,056.86	11.43	15,943.14	18,000.00
04-07-5020	PHONE - SANITATION	69.90	139.80	16.45	710.20	850.00
04-07-5070	PENSION PLAN - SAN	305.69	637.20	21.24	2,362.80	3,000.00
04-07-5110	SALARIES - SAN	5,168.49	10,762.62	15.38	59,237.38	70,000.00
04-07-5120	SOCIAL SECURITY - SAN	361.22	763.18	11.74	5,736.82	6,500.00
04-07-5140	PROFESSIONAL - SAN	333.75	1,341.07	26.82	3,658.93	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	12.88		12.88	
04-07-5160	UNEMPLOYMENT				200.00	200.00
04-07-5190	HEALTH INSURANCE - SAN	1,070.34	2,013.21	25.17	5,986.79	8,000.00
04-07-5192	DENTAL/VISION INS	180.12	367.03	28.23	932.97	1,300.00
04-07-5280	UNIFORMS				200.00	200.00
04-07-5320	MATERIALS/SUPPLIES - SAN	9.69	104.38	2.09	4,895.62	5,000.00
04-07-5340	OFFICE EXPENSES - SAN		46.50	9.30	453.50	500.00
04-07-5360	POSTAGE - SAN	87.50	175.00	17.50	825.00	1,000.00
04-07-5420	MAINTENANCE/REPAIRS - SAN	3,530.98	13,101.84	43.67	16,898.16	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	2,906.32	5,406.76	13.52	34,593.24	40,000.00
04-07-5475	C & D TICKET FEE	345.00	345.00	28.75	855.00	1,200.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
04-07-5800	CONTRACTS & AGREEMENTS -SAN	61.48	122.96	1.37	8,877.04	9,000.00
04-07-5800	CAPITAL OUTLAY - SAN				25,000.00	25,000.00
04-07-5850	C&D CLOSURE/POST-CLOSURE EXP				16,000.00	16,000.00
	SANITATION TOTAL	15,637.41	50,188.78	19.36	209,061.22	259,250.00
WASTE REDUCTION DEPARTMENT						
04-14-5010	FUEL - WR		550.00	220.00	300.00-	250.00
04-14-5040	ELECTRICITY - WR	69.03	142.64	7.13	1,857.36	2,000.00
04-14-5140	PROFESSIONAL - WR		449.82	25.70	1,300.18	1,750.00
04-14-5150	INSURANCE - WR				1,400.00	1,400.00
04-14-5160	UNEMPLOYMENT				100.00	100.00
04-14-5310	CHEMICALS - WR				250.00	250.00
04-14-5420	MAINTENANCE/REPAIRS - WR				3,000.00	3,000.00
04-14-5800	CAPITAL OUTLAY - WR				15,000.00	15,000.00
	WASTE REDUCTION TOTAL	69.03	1,142.46	4.81	22,607.54	23,750.00
	SANITATION/WASTE REDUCT TOTAL	15,706.44	51,331.24	18.14	231,668.76	283,000.00
	TOTAL EXPENSES	130,019.75	678,965.21	20.01	2714,184.79	3,393,150.00
	NET PROFIT/LOSS:	56,014.42	311,183.67-	38.30	501,276.33-	812,460.00-

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	115,109.59	217,929.53	14.85	1250,070.47	1,468,000.00
	POWER PLANT TOTAL	13,839.36	32,582.48	19.37	135,657.52	168,240.00
	ELECTRIC TOTAL	128,948.95	250,512.01	15.31	1385,727.99	1,636,240.00
	ADMIN TOTAL	30,079.15	59,509.13	12.78	406,240.87	465,750.00
	WATER TOTAL	30,079.15	59,509.13	12.78	406,240.87	465,750.00
	ADMIN TOTAL	9,420.70	19,321.22	7.18	249,678.78	269,000.00
	SEWER TOTAL	9,420.70	19,321.22	7.18	249,678.78	269,000.00
	SANITATION TOTAL	17,393.64	34,645.18	18.26	155,054.82	189,700.00
	WASTE REDUCTION TOTAL	191.73	3,794.00	18.97	16,206.00	20,000.00
	SANITATION/WASTE REDUCT TOTAL	17,585.37	38,439.18	18.33	171,260.82	209,700.00
	TOTAL REVENUE	186,034.17	367,781.54	14.25	2212,908.46	2,580,690.00
	ADMIN TOTAL	86,166.18	194,062.22	10.08	1731,537.78	1,925,600.00
	POWER PLANT TOTAL	1,266.73	373,937.16	141.91	110,437.16	263,500.00
	ELECTRIC TOTAL	87,432.91	567,999.38	25.95	1621,100.62	2,189,100.00

BUDGET REPORT
CALENDAR 11/2024, FISCAL 2/2025

ACCOUNT NUMBER	ACCOUNT TITLE	MONTH BALANCE	YTD BALANCE	PERCENT OF BUDGET	REMAINING BUDGET	TOTAL BUDGET
	ADMIN TOTAL	10,975.29	36,688.21	5.97	577,561.79	614,250.00
	WATER TOTAL	10,975.29	36,688.21	5.97	577,561.79	614,250.00
	ADMIN TOTAL	15,905.11	22,946.38	7.48	283,853.62	306,800.00
	SEWER TOTAL	15,905.11	22,946.38	7.48	283,853.62	306,800.00
	SANITATION TOTAL	15,637.41	50,188.78	19.36	209,061.22	259,250.00
	WASTE REDUCTION TOTAL	69.03	1,142.46	4.81	22,607.54	23,750.00
	SANITATION/WASTE REDUCT TOTAL	15,706.44	51,331.24	18.14	231,668.76	283,000.00
	TOTAL EXPENSES	130,019.75	678,965.21	20.01	2714,184.79	3,393,150.00
	NET PROFIT/LOSS:	56,014.42	311,183.67-	38.30	501,276.33-	812,460.00-

PRUPDT00
07.14.22

Wed Nov 6, 2024 12:16 PM
PAID THROUGH 11/05/2024
CALENDAR 11/2024, FISCAL 2/2025 DATES 11/05/2024 -- 11/08/2024

City of Franklin
COST CENTER REPORT

OPER: MK
JRNL 2417
1 PAY NOV - W/COUNCIL

PAGE 1

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	132.75	2.00	.00	13.00	147.75	3798.00	70.88	.00	402.25	4271.13	700.35
12010 STREET	80.00	.00	.00	.00	80.00	2240.00	.00	.00	.00	2240.00	315.52
20010 WATER	49.50	5.75	10.00	.50	65.75	1149.00	101.25	245.00	12.25	1507.50	.00
30010 SEWER	49.50	.25	10.00	.50	60.25	1149.00	.00	245.00	12.25	1406.25	.00
40710 SANITATION	80.75	9.75	24.00	.00	114.50	1928.00	213.75	552.00	.00	2693.75	214.78
50410 PARK	48.13	1.13	.00	.13	49.39	1044.63	.00	.00	2.63	1047.26	.00
50510 GENERAL	107.75	4.50	.00	.00	112.25	10787.18	189.00	.00	.00	10976.18	302.39
50810 LIBRARY	102.25	3.25	.00	4.50	118.00	1694.06	.00	.00	78.75	1912.81	162.12
50811 LIB- CLEANING	.00	.00	.00	.00	.00	50.00	.00	.00	.00	50.00	.00
51110 CEMETERY	39.87	1.12	.00	.12	41.11	854.87	.00	.00	2.62	857.49	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1249.47
TOTAL	690.50	27.75	44.00	18.75	789.00	24694.74	574.88	1042.00	510.75	26962.37	2944.63

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	172.75	4.56	.00	7.25	184.56	4888.00	146.63	.00	232.00	5266.63	690.67
12010 STREET	80.00	.00	.00	.00	80.00	2240.00	.00	.00	.00	2240.00	315.52
20010 WATER	49.63	8.81	10.00	.38	68.82	1125.82	157.13	245.00	9.19	1537.14	.00
30010 SEWER	49.62	1.31	10.00	.37	61.30	1125.81	1.88	245.00	9.19	1381.88	.00
40710 SANITATION	100.00	12.07	.00	.00	112.07	2240.00	234.74	.00	.00	2474.74	241.69
50410 PARK	32.00	.13	.00	.00	40.13	672.00	.00	.00	.00	840.00	.00
50510 GENERAL	84.00	8.50	.00	.00	92.50	2870.93	357.00	.00	.00	3227.93	312.47
50810 LIBRARY	116.75	.50	.00	3.25	120.50	1893.13	.00	.00	56.88	1950.01	158.52
51110 CEMETERY	32.00	.12	.00	.00	40.12	672.00	.00	.00	.00	840.00	.00
99999 SPLIT PAY	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1247.82
TOTAL	716.75	36.00	20.00	11.25	800.00	17727.69	897.38	490.00	307.26	19758.33	2966.69

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				CORNERSTONE CHECK ACCT BK#1				
				794 AMANDA SHELTON				
12102024	1	12/10/24	12/10/24	MILEAGE/MEETING	62.85	05	05-08-5440	1
				INVOICE TOTAL	62.85			
				VENDOR TOTAL	62.85			
				243 AMGL				
12102024	1	12/10/24	12/10/24	AUDIT FY 2024	349.86	01	01-00-5140	1
	2			AUDIT FY 2024	349.86	02	02-00-5140	1
	3			AUDIT FY 2024	349.86	03	03-00-5140	1
	4			AUDIT FY 2024	349.86	04	04-07-5140	1
	5			AUDIT FY 2024	349.86	14	04-14-5140	1
	6			AUDIT FY 2024	349.86	05	05-05-5140	1
	7			AUDIT FY 2024	349.86	05	05-06-5140	1
	8			AUDIT FY 2024	349.86	05	05-08-5140	1
	9			AUDIT FY 2024	349.86	05	05-11-5140	1
	10			AUDIT FY 2024	349.86	12	12-00-5140	1
	11			AUDIT FY 2024	349.86	05	05-03-5140	1
	12			AUDIT FY 2024	351.54	05	05-04-5140	1
				INVOICE TOTAL	4,200.00			
				VENDOR TOTAL	4,200.00			
				427 ARMOR EQUIPMENT				
12102024	1	12/10/24	12/10/24	MAINT/ST.SWEEPER	334.95	12	12-00-5420	1
				INVOICE TOTAL	334.95			
				VENDOR TOTAL	334.95			
				755 BAKER & TAYLOR				
12102024	1	12/10/24	12/10/24	BOOKS/LIBRARY	290.84	05	05-08-5801	1
				INVOICE TOTAL	290.84			
				VENDOR TOTAL	290.84			
				886 MELODIE LYNN TURNER BELLAMY				
12102024	1	12/10/24	12/10/24	PROFESSIONAL FEE	3,063.00	05	05-05-5140	1
				INVOICE TOTAL	3,063.00			
				VENDOR TOTAL	3,063.00			
				9 BLADEN SAND & GRAVEL				
12102024	1	12/10/24	12/10/24	GRAVEL/STREET	536.43	12	12-00-5380	1
				INVOICE TOTAL	536.43			
				VENDOR TOTAL	536.43			
				117 CHEMQUEST, INC				
12102024	1	12/10/24	12/10/24	CHEMICALS/POWER PLANT	282.39	01	01-10-5630	1
				INVOICE TOTAL	282.39			
				VENDOR TOTAL	282.39			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
691 CHRISTIE MALL								
12102024	1	12/10/24	12/10/24	CLEANING FEE	80.00	05	05-05-5450	1
				INVOICE TOTAL	80.00			
				VENDOR TOTAL	80.00			
15 CITY OF HOLDREGE								
12102024	1	12/10/24	12/10/24	DISPOSAL FEES	2,738.62	04	04-07-5451	1
				INVOICE TOTAL	2,738.62			
				VENDOR TOTAL	2,738.62			
688 DUNCAN WELDING								
12102024	1	12/10/24	12/10/24	MAINT/SEWER MACHINE	203.00	03	03-00-5420	1
	2			MAINT/STREET	62.41	12	12-00-5420	1
				INVOICE TOTAL	265.41			
				VENDOR TOTAL	265.41			
55 EAKES OFFICE SOLUTIONS								
12102024	1	12/10/24	12/10/24	EGOLD FAX	25.74	05	05-08-5450	1
	2			EGOLD FAX	19.25	05	05-05-5450	1
				INVOICE TOTAL	44.99			
				VENDOR TOTAL	44.99			
36 CITY OF FRANKLIN-ELECTRIC FUND								
12102024	1	12/10/24	12/10/24	ELECTRICITY	771.50	02	02-00-5040	1
	2			ELECTRICITY	268.43	03	03-00-5040	1
	3			ELECTRICITY	213.99	05	05-04-5040	1
	4			ELECTRICITY	142.70	05	05-05-5040	1
	5			ELECTRICITY	145.27	05	05-08-5040	1
	6			ELECTRICITY	2,160.78	12	12-00-5040	1
	7			ELECTRICITY	109.44	14	04-14-5040	1
	8			ELECTRICITY/DAYCARE BLDG	106.89	05	05-05-5040	1
				INVOICE TOTAL	3,919.00			
				VENDOR TOTAL	3,919.00			
172 RAQUEL FELZIEN								
12102024	1	12/10/24	12/10/24	MILEAGE TO ACE/SCEDD MTGS	95.80	05	05-05-5440	1
				INVOICE TOTAL	95.80			
				VENDOR TOTAL	95.80			
65 FRANKLIN AUTO PARTS								
12102024	1	12/10/24	12/10/24	MAINT/POWER PLANT	16.12	01	01-10-5420	1
	2			SUPPLIES/ELECTRIC	33.49	01	01-00-5320	1
	3			MAINT/WATER	10.68	02	02-00-5420	1
	4			MAINT/PARK	24.47	05	05-04-5420	1
	5			MAINT/SANITATION	62.66	04	04-07-5420	1
	6			MAINT/STREET	35.74	12	12-00-5420	1
	7			SUPPLIES/STREET	20.83	12	12-00-5320	1
	8			MAINT/GENERAL	8.25	05	05-05-5420	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				INVOICE TOTAL	212.24			
				VENDOR TOTAL	212.24			
12102024	1	12/10/24	12/10/24	86 FRANKLIN COUNTY CHRONICLE ADS/OCTOBER 2024	312.02	05	05-05-5630	1
				INVOICE TOTAL	312.02			
				VENDOR TOTAL	312.02			
12102024	1	12/10/24	12/10/24	498 FRANKLIN COUNTY COURT FEE/C.KREIDER	34.00	05	05-05-5450	1
				INVOICE TOTAL	34.00			
				VENDOR TOTAL	34.00			
12102024	1	12/10/24	12/10/24	39 FRANKLIN COUNTY SHERIFF ENFORCEMENT	6,032.00	05	05-06-5630	1
				INVOICE TOTAL	6,032.00			
				VENDOR TOTAL	6,032.00			
12102024	1	12/10/24	12/10/24	891 GERDES FEED & SUPPLY LLC SUPPLIES/WR/GLOVES	27.41	04	04-07-5320	1
	2			MOWER PARTS/MAINT/PARK	29.99	05	05-04-5420	1
	3			MOWER PARTS/MAINT/CEM	30.00	05	05-11-5420	1
				INVOICE TOTAL	87.40			
				VENDOR TOTAL	87.40			
12102024	1	12/10/24	12/10/24	23 GIS WORKSHOP LLC ANNUAL LICENSE	1,702.00	01	01-00-5630	1
	2			ANNUAL LICENSE	1,702.00	02	02-00-5630	1
	3			ANNUAL LICENSE	1,702.00	03	03-00-5630	1
	4			ANNUAL LICENSE	1,702.00	04	04-07-5630	1
	5			ANNUAL LICENSE	1,702.00	05	05-05-5630	1
				INVOICE TOTAL	8,510.00			
				VENDOR TOTAL	8,510.00			
12102024	1	12/10/24	12/10/24	788 GOLDSTAR PRODUCTS INC CHEMICALS/SEWER MAINT.	4,032.89	03	03-00-5310	1
				INVOICE TOTAL	4,032.89			
				VENDOR TOTAL	4,032.89			
12102024	1	12/10/24	12/10/24	971 INTEGRATED SECURITY SOLUTIONS FIRE EXT. RE-CERT/DAYCARE BLDG	8.00	05	05-05-5420	1
				INVOICE TOTAL	8.00			
				VENDOR TOTAL	8.00			
12102024	1	12/10/24	12/10/24	60 ISLAND SPRINKLER SUPPLY SPRINKLER PARTS/PARK/BALL PARK	606.00	05	05-04-5420	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
	2			SPRINKLER PARTS/PARK/BALL PARK	606.00	05	05-01-5420	1
				INVOICE TOTAL	1,212.00			
				VENDOR TOTAL	1,212.00			
12102024	1	12/10/24	12/10/24	825 J & J FAITHSCAPES LLC ABATEMENT 409 16TH AVE	719.16	05	05-05-5450	1
	2			ABATEMENT 905 14TH AVE	1,221.66	05	05-05-5450	1
	3			ABATEMENT 704 12TH AVE	1,119.16	05	05-05-5450	1
				INVOICE TOTAL	3,059.98			
				VENDOR TOTAL	3,059.98			
12102024	1	12/10/24	12/10/24	54 JIM'S OK TIRE INC MAINT/TIRE REPAIR/SAN. TRUCK	62.00	04	04-07-5420	1
				INVOICE TOTAL	62.00			
				VENDOR TOTAL	62.00			
12102024	1	12/10/24	12/10/24	360 JOHN DEERE FINANCIAL MAINT/Drag/STREET	346.07	12	12-00-5420	1
				INVOICE TOTAL	346.07			
				VENDOR TOTAL	346.07			
12102024	1	12/10/24	12/10/24	137 LANDMARK IMPLEMENT INC MAINT/STREET	297.78	12	12-00-5420	1
				INVOICE TOTAL	297.78			
				VENDOR TOTAL	297.78			
12102024	1	12/10/24	12/10/24	970 METROPOLITAN COMPOUNDS INC CHEMICALS/SEWER MAINT.	6,152.04	03	03-00-5310	1
				INVOICE TOTAL	6,152.04			
				VENDOR TOTAL	6,152.04			
12102024	1	12/10/24	12/10/24	51 MICHAEL TODD & CO INC SIGNS/STREET	261.54	12	12-00-5400	1
				INVOICE TOTAL	261.54			
				VENDOR TOTAL	261.54			
12102024	1	12/10/24	12/10/24	895 MID-AMERICAN RESEARCH MAINT/PARK/RESTROOMS	418.20	05	05-04-5420	1
				INVOICE TOTAL	418.20			
				VENDOR TOTAL	418.20			
12102024	1	12/10/24	12/10/24	79 MUNICIPAL SUPPLY, INC DIST. SUPPLIES/WATER	1,055.39	02	02-00-5240	1
				INVOICE TOTAL	1,055.39			
				VENDOR TOTAL	1,055.39			

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
12102024	1	12/10/24	12/10/24	56 MURPHY TRACTOR & EQUIPMENT CO MAINT/#23/STREET	1,058.20	12	12-00-5420	1
				INVOICE TOTAL	1,058.20			
				VENDOR TOTAL	1,058.20			
12102024	1	12/10/24	12/10/24	58 NE PUBLIC HEALTH ENVIRONMENTAL WATER TESTING	159.00	02	02-00-5520	1
				INVOICE TOTAL	159.00			
				VENDOR TOTAL	159.00			
12102024	1	12/10/24	12/10/24	99 PITSTOP & SHOP FUEL/SANITATION	100.02	04	04-07-5010	1
	2			FUEL/PARK	49.98	05	05-04-5010	1
				INVOICE TOTAL	150.00			
				VENDOR TOTAL	150.00			
12102024	1	12/10/24	12/10/24	52 PLANKS LUMBER & HARDWARE MAINT/POWER PLANT	54.80	01	01-10-5420	1
	2			MAINT/WATER	12.45	02	02-00-5420	1
	3			MAINT/SANITATION	12.76	04	04-07-5420	1
	4			SUPPLIES/PARK	8.99	05	05-04-5320	1
	5			MAINT/GENERAL	27.99	05	05-05-5420	1
				INVOICE TOTAL	116.99			
				VENDOR TOTAL	116.99			
12102024	1	12/10/24	12/10/24	47 R&R SALES & SERVICES INC MAINT/POWER PLANT	18.26	01	01-10-5420	1
				INVOICE TOTAL	18.26			
				VENDOR TOTAL	18.26			
12102024	1	12/10/24	12/10/24	63 RIGHTWAY GROCERY ACCT#134 SUPPLIES/GEN	79.98	05	05-05-5320	1
	2			ACCT#134 SUPPLIES/WATER	4.89	02	02-00-5320	1
	3			ACCT#212 MAINT/WATER TESTING	62.73	02	02-00-5420	1
				INVOICE TOTAL	147.60			
				VENDOR TOTAL	147.60			
12102024	1	12/10/24	12/10/24	62 S.E. SMITH & SONS MAINT/PARK	7.55	05	05-04-5420	1
	2			MAINT/STREET	41.13	12	12-00-5420	1
	3			MAINT/RECYCLING	45.99	14	04-14-5420	1
	4			MAINT/SANITATION	3.35	04	04-07-5420	1
				INVOICE TOTAL	98.02			
				VENDOR TOTAL	98.02			
12102024	1	12/10/24	12/10/24	735 SANITATION PRODUCTS MAINT/SANITATION TRUCK	483.82	04	04-07-5420	1

SCHEDULED CLAIMS LIST

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL	ACCOUNT	CK SQ
				INVOICE TOTAL	483.82			
				VENDOR TOTAL	483.82			
12102024	1	12/10/24	12/10/24	264 SOUTH CENTRAL ECONOMIC DEVELOP NUISANCE ABATEMENT 2024	6,065.58	05	05-05-5630	1
				INVOICE TOTAL	6,065.58			
				VENDOR TOTAL	6,065.58			
12102024	1	12/10/24	12/10/24	46 SOUTHERN PUBLIC POWER DIST. POWER	46,168.29	01	01-00-5041	1
				INVOICE TOTAL	46,168.29			
				VENDOR TOTAL	46,168.29			
12102024	1	12/10/24	12/10/24	966 SWEET'S GARAGE LLC MAINT/PARK/CEM/PICKUP	78.70	05	05-04-5420	1
	2			MAINT/PARK/CEM/PICKUP	78.71	05	05-11-5420	1
				INVOICE TOTAL	157.41			
				VENDOR TOTAL	157.41			
12102024	1	12/10/24	12/10/24	384 TERRY L. CARPENTER, JR. PEST CONTROL	28.32	01	01-10-5630	1
	2			PEST CONTROL	28.32	05	05-08-5630	1
	3			PEST CONTROL	28.32	05	05-04-5630	1
	4			PEST CONTROL	28.32	05	05-05-5630	1
	5			PEST CONTROL	28.32	05	05-05-5630	1
	6			PEST CONTROL	28.40	12	12-00-5630	1
				INVOICE TOTAL	170.00			
				VENDOR TOTAL	170.00			
				CORNERSTONE CHECK ACCT TOTAL	102,801.00			
				TOTAL MANUAL CHECKS	.00			
				TOTAL E-PAYMENTS	.00			
				TOTAL PURCH CARDS	.00			
				TOTAL ACH PAYMENTS	.00			
				TOTAL OPEN PAYMENTS	102,801.00			
				GRAND TOTALS	102,801.00			

Reviewed and Approved at December 10, 2024			
Date	Vendor	Amount	Item
11/22/24	Aflac	\$639.26	Insurance
11/1/24	BCBS	\$10,842.92	Insurance
11/18/24	Black Hills Energy	\$1,255.93	gas bill
11/15/24	Caspian Creates	\$540.00	Website/Calendar fee/Accessibility
11/12/24	Delta Dental	\$562.18	Insurance
11/8/24	EFTPS	\$4,938.32	Payroll taxes
11/22/24	EFTPS	\$4,056.49	Payroll taxes
11/1/24	Freedom Claims	\$3,000.00	Insurance
11/25/24	Hometown Leasing	\$407.38	lease agreement
11/26/24	Liberty National	\$39.49	Payroll
11/21/24	LIPS Printing	\$103.20	supplies/6 booklets for Marcellus bldg
11/12/24	MG Trust	\$2,128.63	Payroll retirement
01/26/24	MG Trust	\$2,164.34	Payroll retirement
11/19/24	NE Dept of Rev	\$7,539.35	Sales Tax
11/08/2024	Payroll	\$20,320.34	Payroll
11/22/2024	Payroll	\$13,562.51	Payroll
11/5/24	Quadient Finance/NEO Post	\$350.00	Postage
11/04/24	VSP	\$185.87	Insurance
	TOTAL CLAIMS REPORT:	\$72,636.21	
	Invoices paid through ACH		
12/11/2024	CPI	\$3,694.03	Fuel/Ice Melt/C&D tickets
12/11/2024	Glenwood	\$537.61	phone/internet
12/11/2024	Madison National Life Ins	\$37.13	insurance
12/11/2024	Quadient Finance/leasing	\$179.97	lease on postal machine
12/11/2024	Southern Public Power Dist	\$1,289.00	power/water wells
12/11/2024	US Bank	\$2,981.05	supplies/all departments
12/17/24	Verizon	\$82.95	phone
12/11/2024	WAPA	\$5,637.13	Power
	Total ACH Vendors:	\$14,438.87	
	CDA GRANT PAYMENTS		
Date	Vendor	Amount	Item
12/6/2024	GARVIN AUTO BODY & REPR.	\$5,043.32	CDA GRANT
	Total CDA payments:	\$5,043.32	
	Approved 12/10/2024		
Council Platt	Council Beall	Council Urbina	Council Loschen



Application for Zoning Permit

Date of Application: 12/02/2024 Phone Number: 308-455-4770

Homeowner Name: Chris Vigil Email: sharonh@scedd.us

Legal Description of Property and residence address: 31 2 14 S 24' LOT 2; & N 44' LOT 3; BLK. 8 GAGE'S ADD'N; FR. MR.

Name of Contractor (business or individual): Matthew Hickman contracted for demo per SCEDD via NAP

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: \$ _____

Describe Work to be Completed: Demolition of house, garage, and small out building;
foundation removal & donation to City of Franklin

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

Continued on Next Page →





619 15th Ave., Franklin, NE 68939



www.franklinnebraska.com



info.cityoffranklin.net

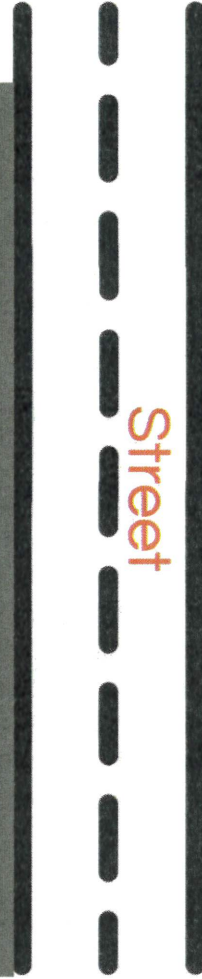


+1 (308) 425-6295



Continued on Next Page →

Draw your proposed structure with dimensions here ^



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.

Application for Zoning Permit

CITY OF FRANKLIN





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: Shawn Neupfke Date: 12-2-2024

OFFICE USE ONLY

Permit# 2024-37

APPROVED

DECLINED

Date Approved/Declined: 12/02/2024

Date of Permit Expiry: 12/02/2025

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

Council Approval Signature



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68039





Application for Zoning Permit

Date of Application: 12/02/2024 Phone Number: 308-455-4770

Homeowner Name: Tom Davis Email: sharonh@scedd.us

Legal Description of Property and residence address: 36 2 15 LOT 4; BLK 2; SOUTH ADD'N FR. BL.

Name of Contractor (business or individual): Matthew Hickman contracted for demo per SCEDD via NAP

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: \$ _____

Describe Work to be Completed: Demolition of house, garage, and ~~small out building;~~
foundation removal & donation to City of Franklin

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

Continued on Next Page →





Continued on Next Page →

Draw your proposed structure with dimensions here ^



Street

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.





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: Sharon Hueftle Date: 12-2-2024

OFFICE USE ONLY

Permit# 2024-38

APPROVED

DECLINED

Date Approved/Declined: 12/02/2024

Date of Permit Expiry: 12/02/2025

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

Council Approval Signature





CITY OF FRANKLIN

Application for Zoning Permit

Date of Application: Dec 6 2024 Phone Number: 308-991-3801

Homeowner Name: Maurice Cole Email: mdcj15@gmail.com

Legal Description of Property and residence address:
905 14th Ave Franklin Ne 68939

Name of Contractor (business or individual): _____

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: \$ 25⁰⁰

Describe Work to be Completed:

Wood/Metal/Other structure type and purpose of permit: 6' Dog eared Fence
Wood 6' Tall Privacy fence

Continued on Next Page →



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939



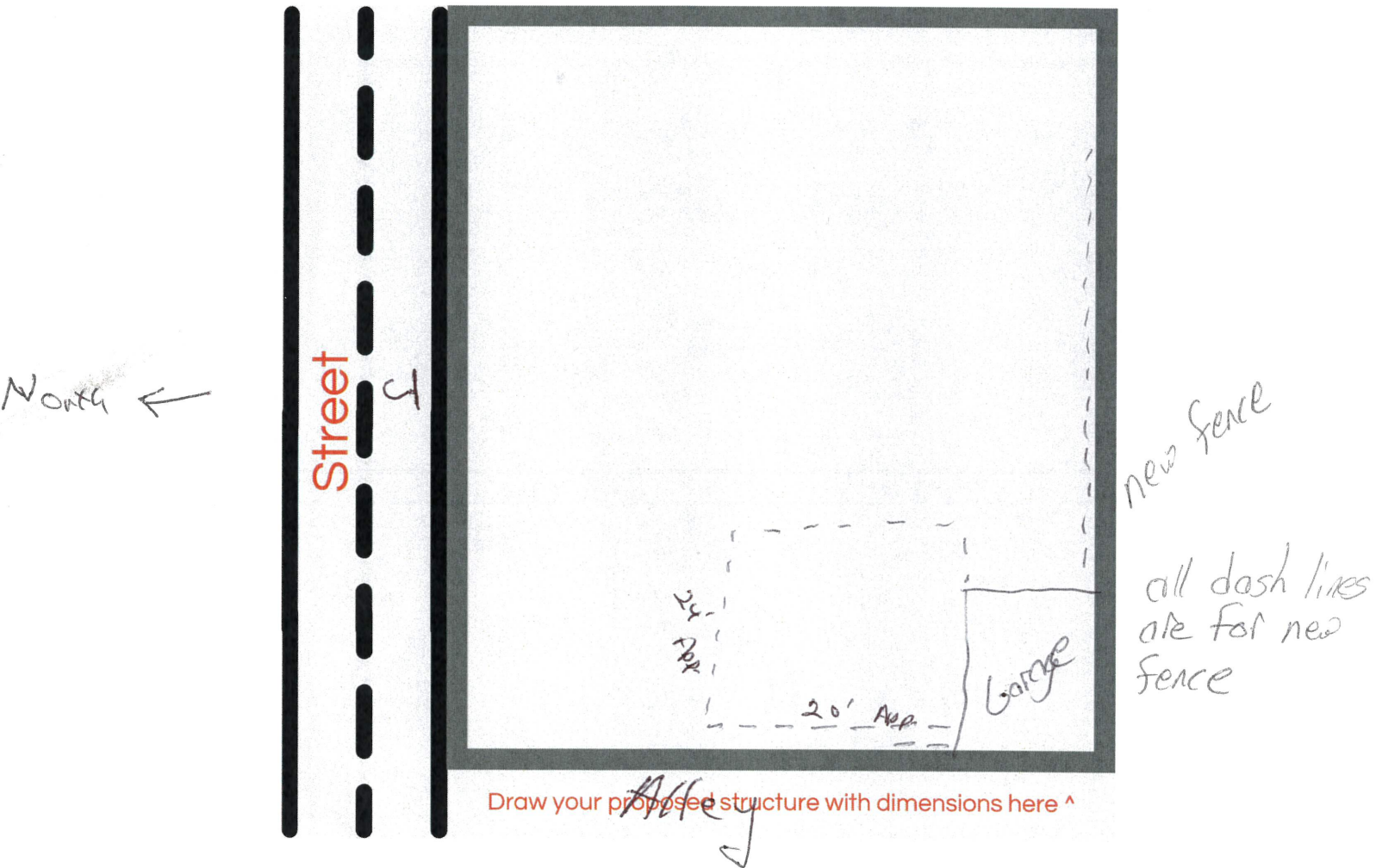


CITY OF FRANKLIN

Application for Zoning Permit

Draw an outline of the structure here (required):

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



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: *Wm. D. Miller* Date: *Dec. 6 2024*

OFFICE USE ONLY

Permit# *2024-39*

pd cash 12/6/24

APPROVED

DECLINED

Date Approved/Declined: *12/6/2024*

Date of Permit Expiry: *12/6/2025*

If declined, reason for declination: _____

[Signature]
Zoning Enforcement Officer Signature

Council Approval Signature



+1 (308) 425-6295



info@cityoffranklin.net



www.franklinnebraska.com



619 15th Ave., Franklin, NE 68939





FRANKLIN COUNTY SHERIFFS OFFICE



Bryon Detlefsen, Sheriff

405 15th Avenue
P.O. Box 292
Franklin, NE. 68939

Office: (308) 425-6231
Fax: (308) 425-3261
sheriff@franklincountyne.gov

Monthly Report for the City of Franklin

The following report is activity for the month of November 2024

Dispatch received 120 calls that generated a number in our CAD system regarding activities within the City Limits,

Deputies patrolled 128 hours.

In addition to patrol hours Deputies had 105 hours spent on calls, which mostly were the usual traffic complaints. Other calls that we normally deal with have slowed down a bit. We still have been called to the school on numerous uncontrollable juveniles. Deputies have been spending a lot of time going through the court process on the subjects that were arrested on the burglary and dealing with the huge amount of evidence and recovered property.

Sheriff Bryon Detlefsen



	COMMITTEE APPOINTMENTS	
BALL PARK	KASEY LOSCHEN	
CEMETERY/PARKS	MICHAEL STEPHENS	
CITY HALL	MARGARET SIEL	
CITY PHYSICIAN	DR. SCOTT J. WEWEL	
COMMUNITY DEVELOPMENT AUTHORITY	CITY COUNCIL APPOINTED 10/13/2020	
LAND & BUILDINGS	MAYOR/CITY COUNCIL	
PERFORMANCE & COMP	DAVE PLATT	
	KASEY LOSCHEN	
	MARGARET SIEL	
SANITATION/RECYCLING	SANDY URBINA	
SAFETY COMMITTEE	SANDY URBINA	
	KASEY LOSCHEN	
STREETS	DAVE PLATT/MICHAEL STEPHENS	
STREET SUPT.	JEO CONSULTING GROUP/RYAN KAVAN	



CITY OF FRANKLIN

CITY OF FRANKLIN, NEBRASKA | 619 15TH AVENUE, FRANKLIN, NE 68939 | INFO@CITYOFFRANKLIN.NET | WWW.FRANKLINNEBRASKA.COM

UTILITIES-WATER/SEWER/ELECTRIC	DAVE PLATT	
CITY ATTORNEY	MELODIE BELLAMY	
CITY CLERK/TREAS	RAQUEL FELZIEN	
CITY ENGINEER	JEO CONSULTING GROUP	
DEPUTY CITY CLERK	MICHELLE KAHRS	
ELECTRIC/POWER PLANT DEPT.	MIKE BOWER	
FLOOD PLAIN ADMINISTRATOR/WA/SW	DREW BOSTON	
FRANKLIN County SHERIFF DEPT.	BRYON DETLEFSEN	
LIBRARIAN	AMANDA SHELTON	
STREET DEPARTMENT	BARRY RUBENDAL	
ORDNANCE OFFICER/ZONING ADM.	LAWRENCE STOVER JR	
BOARD OF HEALTH COMMITTEE		



CITY OF FRANKLIN

CITY OF FRANKLIN, NEBRASKA | 619 15TH AVENUE, FRANKLIN, NE 68939 | INFO@CITYOFFRANKLIN.NET | WWW.FRANKLINNEBRASKA.COM

MAYOR	MARGARET SIEL	
COUNCIL PRESIDENT		
CITY PHYSICIAN	DR. SCOTT J. WEWEL	
ORDINANCE OFFICER	LAWRENCE STOVER JR	
LAW ENFORCEMENT OFFICER	BRYON DETLEFSEN	
SECRETARY/CITY CLERK	RAQUEL FELZIEN	
BOARD APPOINTMENTS	CITY OR DEPUTY CLERK - SECRETARY OF ALL BOARDS EXCEPT LIBRARY	
CEMETERY BOARD	APPOINTED - 3 YEAR TERMS	EXPIRES
CINDY DEAN (2020) CHAIRPERSON	2023	2025
RANDY PAUGH (2024)	2024	2027
MACHELLE HAVENRIDGE (2021)	2024	2027
KIM RANDALL (2024)	2024	2027
DAN DORN (2020)	2023	2025
MICHEAL STEPHENS - COUNCIL REP	2022	2025



LIBRARY BOARD	APPOINTED - 4 YEAR TERMS	EXPIRES
JOAN DORN - Chair	2024	2028
TAYLOR HERRICK	2024	2027
MELINDA SIEL	2024	2028
LINDA HERRICK	2024	2028
DEBRA SUSIE HEADRICK	2022	2025
PLANNING/ZONING BOARD	APPOINTED - 3 YEAR TERMS	EXPIRES
DAVE DUNCAN (2019)	2022	2025
ELISE GLADDEN (2024)	2024	2027
JR SPLATTSTOSSER (2024)	2024	2027
KIM NADEN (2020)	2023	2027
STEVE SCHMIDT (2021)	2024	2027
RECREATION/BALL PARK	APPOINTED - 1 YEAR TERMS	EXPIRES
WEBB ANTHOLZ	2024	2025
JESSICA GOOSIC	2024	2025
KATHY PETERMAN	2024	2025
ZACH SIEL	2024	2025
KELSEY SINDT	2024	2025



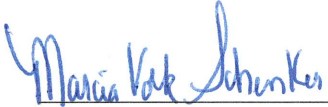
KASEY LOSCHEN - COUNCIL	2024	2025
BOARD OF ADJUSTMENT	APPOINTED - 3 YEAR TERMS	EXPIRES
JIM URBINA (2019)	2022	2025
RICH SIEL (2019)	2022	2025
RICK DEAN (2019)	2022	2025
DAVE DUNCAN (2019)	2022	2025
RHN JACOBSEN (2019)	2022	2025
Council Terms	Elected	ending term
Margaret Siel - Mayor	2022	2026
Kasey Loschen - President	2022	2026
David Platt - council member	2022	2026
Sandy Urbina - council member	2024	2028
Micheal Stephens- council member	2024	2028

CERTIFICATE OF VOTE

STATE OF NEBRASKA)
)ss.
County of Franklin)

TO: City of Franklin
 Raquel Felzien, City Clerk
 619 15th Avenue
 Franklin, Nebraska 68939

I, the undersigned, being the County Clerk of Franklin County, Nebraska, do hereby certify the following is a true and complete extract (or copy) of the abstract of the votes cast at the election held on November 5, 2024, in this County, as canvassed by the canvassing board of this County, with respect to the candidates, measures, propositions, and issues therein listed; and do further certify that to the best of my knowledge such ballots, including absentee ballots, have been voted, counted and canvassed in the manner provided by law.



Marcia Volk Schenker
Franklin County Clerk



CANDIDATES AND OFFICES, MEASURES,
PROPOSITIONS AND ISSUES VOTES CAST

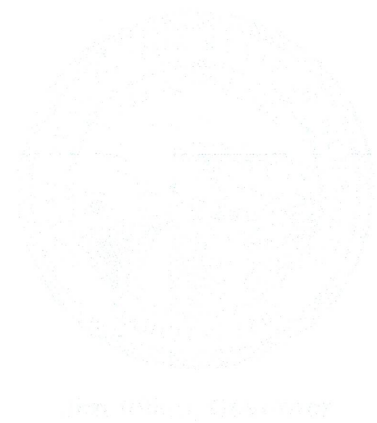
CITY OF FRANKLIN, NEBRASKA
FOR CITY COUNCIL
Vote for Up to Two – Four Year Term

Sandy Urbina	339
Jason Meyer	145
Michael Stephens	243

NEBRASKA

Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION



10/23/2024

City of Franklin
619 15th Ave
Franklin, NE 68939-1597

Enclosed is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2025, and runs thru December 31, 2025. Please arrange for the review and execution of these documents by the proper city officials and return to this office by **December 1, 2024**, for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

Due to an increase in cost of materials and equipment, NDOT will begin using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation, and right-of-way maintenance. Each supplement after the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2026 – 2029.

	2026	2027	2028	2029
Snow Removal	\$ 1,470.00	\$ 1,510.00	\$ 1,560.00	\$ 1,600.00
System Preservation	\$ 2,090.00	\$ 2,160.00	\$ 2,220.00	\$ 2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2024, thru December 31, 2024.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office by **January 10, 2025**.

Sincerely,

A handwritten signature in black ink that reads "Margaret C. Repass".

Margaret Repass
Administrative Assistant
Enclosures

Vicki Kramer, Director
Department of Transportation

District 7 Headquarters
619 Auditorium Drive
McCook, NE 69001-3569

OFFICE 308-345-8490 FAX 308-345-8492
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov





Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

AGREEMENT RENEWAL

Maintenance Agreement No. 60
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Franklin
Municipal Extensions in Franklin

We hereby agree that Maintenance Agreement No. 60 described above be renewed for
the period January 1, 2025 to December 31, 2025.

All figures, terms and exhibits to remain in effect as per the original agreement dated
January 1, 2022, with Attachments B and C attached hereto.

In witness whereof, the parties hereto have caused these presents to be executed by
their proper officials thereunto duly authorized as of the dates indicated below.

Executed by the City this _____ day of _____, 20_____.

ATTEST: City of Franklin

City Clerk/Witness

Mayor/Designee

Executed by the State this _____ day of _____, 20_____.

ATTEST: State of Nebraska

District Engineer, Department of Transportation



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: FRANKLIN

Date: 10/23/24

Surface Maintenance

From Attachment "C", it is determined that the City's responsibility for surface maintenance within the City limits is _____ lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the City agrees to pay to the City the sum of \$ _____ per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$\text{_____ lane miles} \times \$ \text{_____ per lane mile} = \$ \text{_____}$$

Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of \$1,430.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$4.18 \text{ lane miles} \times \$1,430.00 \text{ per lane mile} = \$5,977.40$$

Other (*Explain*)

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE
OF MUNICIPAL EXTENSIONS

NEB, REV. STAT. 39-1339
and NEB. REV. STAT. 39-2101

DESCRIPTION	HWY. NO.	REF FROM	POST TO	LENGTH IN MILES	WIDTH OF STREET	TOTAL DRIVING LANES	TOTAL LANE MILES	RESPONSIBILITY	
								STATE	CITY
South City Limits to Jct. US 136	10	6.3	6.80	0.52		2	1.04	1.04	
North Jct N-10 to East City Limits	136	51.73	52.73	1.03		2	2.06	2.06	
West City Limits to Jct. N-10 and US 136	L31D	0.64	1.18	0.54		2	1.08	1.08	
Total Lane Miles				2.09			4.18	4.18	



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 60 QE 2247 Supp 2
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Franklin
Municipal Extensions in Franklin

We hereby certify that all roadway snow removal has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Kurt Vosburg, Department of Transportation, McCook, Nebraska.

ATTEST: _____ day of _____, 20____.

City Clerk

Mayor/Designee

I hereby certify that all roadway snow removal was performed as per the above listed agreement and payment for the same should be made.

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____
Pay/Bill Code: _____
Contractor No.: _____
Amount: \$ _____



November 1, 2024

City of Franklin
Mayor and City Council
619 15th Avenue
Franklin, NE 68939

RE: City of Franklin 2025 Street Superintendent Appointment Request

Dear Mayor and City Council:

I am requesting to be appointed as the Street Superintendent for 2025. Attached is the scope of services for the street superintendent appointment. If you decide to appoint me, please ensure the motion is worded in your minutes: "We appoint Ryan Kavan from JEO Consulting Group, Inc. as our Street Superintendent." I appreciate the opportunity to work on your behalf.

I would appreciate you notifying me of your action on this request, so my records are up-to-date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com.

Please include a copy of your meeting minutes that states the approved appointment and the completed contact update form for our records.

If you have any questions about this letter or the attached information, or if you want further information, don't hesitate to contact me. I appreciate your consideration.

Sincerely,

Ryan Kavan
License Number: S-1427 | Class A
JEO Consulting Group, Inc.

Office: 402.462.5657 | **Mobile:** 402.469.8747 | **Email:** rkavan@jeo.com

✂ _____

2025 STREET SUPERINTENDENT APPOINTMENT REQUEST

The City of Franklin has appointed Ryan Kavan as the Street Superintendent:

___ Yes ___ No

Notes: _____

Form Completed By (please print name)

Date

****Please include a copy of your meeting minutes.***



Scope of Services

Appointed Street Superintendent

Listed below are the services that would be performed annually as the appointed Street Superintendent.

One and Six Year Plan

- Receive input on the One and Six Year plan.
- Prepare a cost opinion for One Year projects.
- Prepare One and Six Year plan documents (location map and project summary).
- Furnish One and Six Year plan documents.
- Assist with questions.

Lane Mile Report

- Update Lane Mile Report.
- Municipality to furnish annexation documents (description and plat) of new annexation areas.

Fee

- The compensation to JEO for providing these services would be the incentive payment the municipality receives for appointing a Class A Street Superintendent.

JEO will invoice annually in December for the year the JEO employee is appointed the street superintendent. Payment is due upon receipt. Invoices unpaid after 30 days will accrue interest at 12% per annum. Payments will be credited first to interest, then principal.



November 1, 2024

City of Franklin
Mayor and City Council
619 15th Avenue
Franklin, NE 68939

RE: 2025 City Engineer Appointment Request

Dear Mayor and City Council:

I ask that you appoint JEO Consulting Group, Inc. as the city engineer for 2025. We appreciate your confidence in JEO in the past, and we sincerely hope to continue our relationship.

JEO has provided services to the city in the past, and our staff has accumulated extensive "institutional knowledge" about your city and its infrastructure. This is extremely important as it provides the background information needed to evaluate what actions to take. Additionally, this knowledge often allows JEO staff to respond to questions about the city and its infrastructure without extensive investigation and research, reducing the time and cost involved in addressing routine matters.

Below is what you can expect from JEO as your city engineer. When a fee is involved for services, as noted in items two through four below, JEO will notify you before beginning work.

- **IDENTIFYING AND PRIORITIZING INFRASTRUCTURE PROJECTS:**
If requested, JEO will attend a council or committee meeting to identify and prioritize infrastructure projects in the city. This planning may include prioritizing capital and infrastructure improvements, summary reviews of new permits and their potential impact, information on new regulations, recommendations on future planning, and input on potential funding sources. This does not entail detailed studies or evaluations but can be a valuable first step in assessing potential infrastructure projects' needs, priorities, and feasibility. There is no charge for JEO to attend this meeting or prepare and follow up on the meeting.
- **APPLYING AND SECURING FUNDING:** JEO will assist in applying for and securing funding, such as CDBG, USDA-RD, DWSRF, and CWSRF for potential infrastructure projects, as well as more non-traditional funding from both public and private sources. Additionally, JEO will provide the information necessary to complete the reporting requirements of any funding the city may secure. JEO has staff devoted to assisting municipalities in locating the funding that makes projects a reality. In some cases, having an appointed city engineer can expedite moving a project forward when grant and loan funding is involved. There may be a fee for some of these services, and we would be happy to discuss this with you.
- **ROUTINE INFRASTRUCTURE OPERATION AND MAINTENANCE:** JEO will respond to questions about the routine operation and maintenance of the city infrastructure based on our prior knowledge of these facilities/systems. There is typically no charge for this service. However, in some instances a fee may be involved, such as site visits or research.

- **COST OPINIONS:** Throughout the year, JEO will provide additional assistance with identifying, prioritizing, and providing rough cost opinions for potential infrastructure projects. Depending on some factors, such as the effort required to complete the requested task, there may be a fee involved for this service. However, as noted above, JEO's extensive institutional knowledge about the city and its infrastructure will provide this service efficiently and effectively.

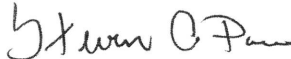
When requested, JEO will provide a scope of services and fees for specific projects that the city would desire to pursue.

JEO does not require a contract or retainer to serve as the city engineer. Instead, we strive to assist you in efficiently and effectively dealing with routine matters, so we will be the first firm considered by the city when you need consulting services for a project. In other words, all we request is the opportunity to earn your business.

We would appreciate you notifying us of your action on this request to keep our records up to date. Please take a few minutes to complete the form below. Then, please return the form in the enclosed envelope, or email it to Lori Kitt at lkitt@jeo.com. Please include a copy of your meeting minutes stating the engineering appointment.

If you have questions about this letter or want further information, don't hesitate to contact me. Thank you for your consideration.

Sincerely,



Steven A. Parr
Principal
JEO Consulting Group, Inc.

Mobile: 402.443.8003 | **Email:** sparr@jeo.com

3<

2025 ENGINEER APPOINTMENT REQUEST

The City of Franklin has appointed JEO Consulting Group, Inc. as the city engineer:

Yes No

Notes: _____

Form Completed By (please print name)

Date

***Please include a copy of your meeting minutes.**

Do not recreate or revise this document. Revisions and recreations will not be accepted. **Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024.** Documents include the **original** Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT **by December 31, 2024.** **RECORD KEEPING:** NDOT recommends that the municipality keep a copy of everything you send to NDOT (*the forms and meeting minutes*) in a separate file for future reference.

RESOLUTION
SIGNING OF THE
YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENT
2024

Resolution No. 2024-13

Whereas: State of Nebraska Statutes, sections 39-2302, and 39-2511 through 39-2515 details the requirements that must be met in order for a municipality to qualify for an annual Incentive Payment; and

Whereas: The State of Nebraska Department of Transportation (NDOT) requires that each incorporated municipality must annually certify (by December 31st of each year) the appointment(s) of the City Street Superintendent(s) to the NDOT using the Year-End Certification of City Street Superintendent form; and

Whereas: The NDOT requires that each certification shall also include a copy of the documentation of the city street superintendent's appointment, i.e., meeting minutes; showing the appointment of the City Street Superintendent by their name as it appears on their License (if applicable), their License Number (if applicable), and Class of License (if applicable), and type of appointment, i.e., employed, contract (consultant, or interlocal agreement with another incorporated municipality and/or county), and the beginning date of the appointment; and

Whereas: The NDOT also requires that such Year-End Certification of City Street Superintendent form shall be signed by the Mayor or Village Board Chairperson and shall include a copy a resolution of the governing body authorizing the signing of the Year-End Certification of City Street Superintendent form by the Mayor or Village Board Chairperson.

Be it resolved that the Mayor Village Board Chairperson of _____
(Check one box) (Print Name of Municipality)
is hereby authorized to sign the attached Year-End Certification of City Street Superintendent completed form(s).

Adopted this _____ day of _____, 20____ at _____, Nebraska.
(Date) (Month)

City Council/Village Board Members

City Council/Village Board Member _____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call _____ Yes _____ No _____ Abstained _____ Absent
Resolution adopted, signed, and billed as adopted.

Attest:

(Signature of Clerk)

Do not recreate or revise this document. Revisions and recreations will not be accepted. Copying this form is acceptable; see (3) below. Failure to complete and return the necessary documents per instructions will result in your municipality not receiving an Incentive Payment for Calendar Year 2024. Documents include the original Signing Resolution, Year-End Certification(s), and a copy of documentation of the appointment(s) of the City Street Superintendent(s). These must be received at the NDOT by December 31, 2024. RECORD KEEPING: NDOT recommends that the municipality keep a copy of everything you send to NDOT (the forms and meeting minutes) in a separate file for future reference.

Year-End Certification of City Street Superintendent For Determining Incentive Payment in Calendar Year 2024

Separate forms may be needed to account for the entire year, see (3) below

This Form Covers the Following Period: January, 2024 to December, 2024
(Month) (Day) (Month) (Day)

*(1)(a) The municipality of Franklin certifies that: Ryan Kavan
(Print name of City or Village) (Print name of Superintendent as it appears on license card if applicable)
was the appointed City Street Superintendent during the above period. IF A NAME IS NOT ENTERED ABOVE (NO APPOINTED CITY STREET SUPERINTENDENT FOR THIS PERIOD), SKIP TO (2) BELOW.

(b) the superintending services of the above listed individual were provided by: (Check one box)

- Employment with this Municipality
- Contract (consultant) with this Municipality
- Contract (interlocal agreement) between this Municipality and the following listed Municipality(ies) and/or County(ies)

(c) and the above listed individual assisted in the following: Reference Neb. Rev. Stat. §39-2512

1. Developing and annually updating a long-range plan based on needs and coordinated with adjacent local governmental units,
2. Developing an annual program for design, construction, and maintenance,
3. Developing an annual budget based on programmed projects and activities,
4. Submitting such plans, programs, and budgets to the local governing body for approval; and
5. Implementing the capital improvements and maintenance activities provided in the approved plans, programs, and budgets,

(d) the above listed individual also served as (Check all boxes that apply) city engineer village engineer
public works director city manager city administrator street commissioner

(e) If the above listed individual is a Licensed City Street Superintendent, enter their Superintendent's License Number S- 1427
and Class of License A, and/or

(f) If the above listed individual is a Licensed Engineer in Nebraska, enter their Engineer's License Number E- _____

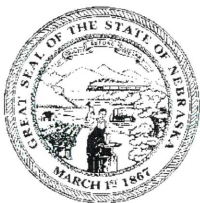
(2) _____

Signature of Mayor Village Board Chairperson
(Check one box)

*(3) If during the calendar year your municipality (a) did not have an appointed City Street Superintendent for any portion(s) of the year; or (b) had one or more appointed City Street Superintendent(s) that were not licensed for any portion(s) of the year; or (c) had one or more appointed licensed City Street Superintendent(s) for any portion(s) of the year, please complete a separate Year-End Certification form for each period. Copy this form as needed to account for these separate periods.

(4) The payment amount will be computed based on (a) your most recent Federal Census as certified by the Tax Commissioner; (b) the number of full calendar months served by the appointed City Street Superintendent who is licensed or exempted from licensure under the Superintendents Act; (c) class of license, A or B if applicable; and (d) if the appointed City Street Superintendent assisted with the required duties in (1)(c) above. Reference Neb. Rev. Stat. §§39-2302 and 39-2511 through 39-2515.

(5) Failure to return by December 31, 2024, the Year-End Certification(s), Signing Resolution, and a copy of documentation of the appointment(s) of the superintendent(s) per the instructions will result in your municipality not receiving an Incentive Payment.



Return the completed original resolution and certification(s), and a copy of the documentation of appointment(s) by December 31, 2024 to:

Highway Local Liaison Coordinator
Boards-Liaison Services Section
Local Assistance Division
Nebraska Department of Transportation
PO Box 94759
Lincoln NE 68509-4759



Please run the DATE: _____ legal section. Thank you.

I would like one affidavit please. Thank you

The City of Franklin is now taking sealed proposals for CONSTRUCTION of the City Shop located at 801 15th Ave, Franklin, Nebraska. The requirements of the Request for Proposals are available at the City Office; Monday – Friday 8 AM to 4:30 PM. **The deadline for the proposals is DATE: _____ TIME: _____ . Bids will be reviewed at _____, January, _____, 2024.** Please contact the City Office if you have any questions at 308-425-6295 or info@cityoffranklin.net.



JACKSON GLASS

318 N ST. JOSEPH AVE HASTINGS, NE

402-462-5165

December 4, 2024
Franklin City Hall
ATTN: Raquel Felzien
619 15th 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
402-984-6167

Accepted By: _____

Date: _____



JACKSON GLASS

318 N ST. JOSEPH AVE HASTINGS, NE

402-462-5165

December 2, 2024
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: \$ 4,537.47 (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
402-984-6167

Accepted By: _____

Date: _____

ARTICLE 4: JUNK YARDS

Section

- 4-401 Junk yard; defined
- 4-402 Junk yards; regulation

§ 4-401 JUNK YARD; DEFINED.

The term *JUNK YARD* shall mean an establishment or place which is maintained, operated or used for storing, keeping, buying or selling wrecked, scrapped, ruined or dismantled motor vehicles or motor vehicle parts, or old iron, steel or scrap ferrous or nonferrous materials.
(Ord. 301, passed 9-9-1974)

§ 4-402 JUNK YARDS; REGULATION.

No person, partnership or corporation shall hereafter establish a junk yard within the corporate limits of the municipality within 300 feet of a dwelling house other than the residence of the owner or operator of such junk yard.
(Ord. 301, passed 9-9-1974)

Section 9.08 Junk Yards or Salvage Yards

Junk Yards and salvage of materials may be allowed in identified districts; provided the following minimum conditions are met (additional conditions may be required depending upon the operation and the proposed location):

1. Construction and operation shall comply with the Franklin Municipal Code and any other applicable codes or requirements.
2. Receiving areas for junk or salvage material shall be designed to avoid the depositing of junk or salvage material outside a building or outside screened (solid fence) storage areas.
3. Junk yards and salvage of materials shall contain a minimum of two acres and shall not be located within a designated 100-year floodplain area as identified by the Corps of Engineers.
4. Junk or salvage material kept outside a building or buildings shall not be located closer than 500 feet from any designated State or Federal highway. Or locally designated Expressway, Major Arterial, and Other Arterial as per the State of Nebraska Department of Roads or subsequent successor agency.
5. Junk material kept outside a building or buildings shall not be located in the required front yard.
6. Junk or salvage material kept outside a building or buildings shall be at least 100 feet from the boundaries of the I-1 zoning district and shall be at least 500 feet from any residential district or use.
7. All motor vehicles shall have all fluids drained prior to placement within the facility.

Section 9.13 Salvage Services

1. Screening:
 - A. The perimeter of each new facility shall be fully enclosed by opaque, freestanding fencing or screen walls. Minimum height of this enclosure shall be eight feet. Any such enclosure shall be constructed behind required landscaped buffer yards.
 - B. Each existing salvage services facility shall be screened from public right-of-way as provided above within one year of the effective date of this Ordinance.
2. Storage of materials within any salvage services facility may not be higher than the height of the surrounding screen fence or wall.
3. No Salvage Services use may be established within 500 feet of the nearest property line of a residential use or of any pre-established civic use, or within 1,000 feet of the nearest property line of an R-1, R-2, or R-M District.



Melodie T. Bellamy . 308-708-1425 . Kearney, NE 68847

December 5, 2024

Re: City Attorney Contract for City of Franklin,

Mayor Siel and Council Members,

I want to start by letting you know how much I enjoy working with the City Council. I am impressed by how progressive the Council is and how hard everyone is working to improve Franklin for the long term. I have witnessed so many wonderful things take place and many others beginning to come to fruition in the past year. That being said, when I spoke with Bryan McQuay about the time he usually devoted to Franklin in his contract, he indicated that it was about 5-7 hours per month and that there were months that it was even less than that. Based upon his experience, I based my contract offer on dedicating about 10 hours per month to the City Attorney work. I believed there would be some months that it would be less and some that would be more, but that it would even out. Unfortunately, that has not been the case over the past year. I do not know if that difference is due to all of the grant projects or just in practice styles, but I have averaged over 15 hours per month.

The hours that I have worked for the City include the following:

December 14.70	January 11.30	February 10.60	March 13.95
April 32.35	May 6.95 (I was on vacation for two weeks of this month)		
June 14.75	July 18.65	August 21.55	September 15.90
October 13.95	November 27.15		

This averages out to be 15.93 hours per month.

I am asking you to reconsider the contract to reflect the amount of time I am actually dedicating to this position. I have two suggestions, but am also open to other possibilities.

1. Retain the current contract amount of \$1,725 for up to 10 hours of work per month and bill the rest at my hourly government rate of \$180 per hour.
2. Increase the contracted amount to \$2,550 for up to 15 hours of work per month and bill the rest at my hourly government rate of \$180 per hour.

If you have any questions, please let me know.

Sincerely,


Melodie Bellamy

**Consider Rescinding Declared
Nuisance**

2023-FRAN-8014 A&B

0 0 20 S1/2 LOT 2; LOT 3; BLK 3; SOUTH ADD'N FR. BL.
0 0 20 LOT 1; N1/2 LOT 2; BLK 3; SOUTH ADD'N FR. BL.



2023-FRAN-8014 A&B

0 0 20 S1/2 LOT 2; LOT 3; BLK 3; SOUTH ADD'N FR. BL.
0 0 20 LOT 1; N1/2 LOT 2; BLK 3; SOUTH ADD'N FR. BL.



2023-FRAN-8014 A&B

0 0 20 S1/2 LOT 2; LOT 3; BLK 3; SOUTH ADD'N FR. BL.
0 0 20 LOT 1; N1/2 LOT 2; BLK 3; SOUTH ADD'N FR. BL.



2024-FRAN-9004

0 0 20 LOT 16; PT. LOT 15; EX 18 X 28; BLK. 8; PEOPLE'S ADDITION; FR.
BLOOMINGTON



2024-FRAN-9004

0 0 20 LOT 16; PT. LOT 15; EX 18 X 28; BLK. 8; PEOPLE'S ADDITION; FR.
BLOOMINGTON



2024-FRAN-9007

31 2 14 PT. SE1/4NW1/4; NON DESCRIPT; FR. MR. 31-2-14



2024-FRAN-9007

31 2 14 PT. SE1/4NW1/4; NON DESCRIPT; FR. MR. 31-2-14



Consider Rescinding Declared Nuisance

2023-FRAN-8014

2024-FRAN-9004

2024-FRAN-9007

Review Properties



2024-FRAN-9001

0 0 20 PT. NW1/4NW1/4 NON DESCRIPT FRANKLIN MARION 31-2-14



2024-FRAN-9001

0 0 20 PT. NW1/4NW1/4 NON DESCRIPT FRANKLIN MARION 31-2-14



2024-FRAN-9001

0 0 20 PT. NW1/4NW1/4 NON DESCRIPT FRANKLIN MARION 31-2-14



2024-FRAN-9002

0 0 20 S 150' E 41'2 LOT 8 & S 150' W 30'22 LOT7; BLK. 3; BUCK'S ADD'N FR. MR.



Penal 8.13.24

2024-FRAN-9006

0 0 20 N 62' S 170' W 101'2 LOT 8; BLK. 4 BUC K'S ADD'N; FR. MR.



2024-FRAN-9008

0 0 20 W 84' OF LOT 1-4; BLK. 5; ORIGINAL TOWN;FR. BLOOMINGTON



2024-FRAN-9008

0 0 20 W 84' OF LOT 1-4; BLK. 5; ORIGINAL TOWN;FR. BLOOMINGTON



2024-FRAN-9008

0 0 20 W 84' OF LOT 1-4; BLK. 5; ORIGINAL TOWN;FR. BLOOMINGTON



Status/Recommendation

2024-FRAN-9001: **hold for demo, then 5 day notice/abate**

2024-FRAN-9002: **postponed until 1/12/2025**

2024-FRAN-9006: **Penal**

2024-FRAN-9008: **abated but roof still needs repair; hold til
next season to all time to get tin on roof**

REQUEST FOR POSTPONEMENT OF ABATEMENT ACTION

Name: Raymond Blair

Address of property: 704 12th Ave

Description of work to be completed in order to bring property into compliance with nuisance ordinance:

Shingles & Board need torn completely off.
Resheeting of Roof, tar paper & Tin need to be put on.
Still aquiring Supplies necessary to complete task, will buy
most materials at Income Tax season.

Date nuisance will be cleared by: @ Latest Summer of 2025

Property Owner Signature:

Date:

Ray Blair

12-9-2024

City of Franklin

In the regular meeting of the City of Franklin City Council held on December 10, 2024, and assembled in City Office within the City of Franklin, the City Council took the following action:

Approve abatement postponement for the property identified by the following, case number and address:

2024-FRAN-9008	704 12th Ave	0 0 20 W 84' OF LOT 1-4; BLK. 5; ORIGINAL TOWN;FR. BLOOMINGTON
----------------	--------------	--

Postponement date approved until:

Raquel Felzien, City Clerk for the City of Franklin

Dated: _____

STARR Program

- Completed Abatement of debris/junk
- Asbestos Abated, final clearance received
- Demolition:
 - Vigil, Davis are down; need clean-up
 - Brinda, Hamilton are next
 - Received Asbestos clearance for Wagner, Duncan 12/9; sent contracts for Demo
- Consider how to identify demo properties for next round

AIA[®] Document B101[®] – 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, Nebraska
619 15th 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. 14th Street, Suite 200
Lincoln, NE68508

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 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

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

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.)

Work includes the 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.

§ 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, expected to be no more than \$1,600,000 including architects fees

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

.1 Design phase milestone dates, if any:

See attached City of Franklin Schedule.

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.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 15th 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.)

Building Committee

§ 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. 14th 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. 13th 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

.4 Interior Design Consulting:

Alissa Bush
Bush Design

§ 1.1.11.2 Consultants retained under Supplemental Services:

REGA Engineering
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.)

Supplemental Services	Responsibility <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

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 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 N/A
- .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 Twelve (12) 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 twenty-seven (27) 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 N/A

§ 5.5 N/A

§ 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.)

- 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)

\$148,500 (One Hundred Forty Eight Thousand Five 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	percent (	Twenty	20%)
Design Development Phase	percent (	Twenty	20%)
Construction Documents Phase	percent (	Thirty	30%)
Procurement Phase	percent (	Five	5%)
Construction Phase	percent (	Twenty-Five	25%)
<hr/>			
Total Basic Compensation	one hundred percent (	100	%)

§ 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 (in excess of the number of site visits identified in this contract)
- .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 or reproduction of contractor bid documents
- .5 N/A
- .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; at the time of this contract no taxes are expected to be levied on professional services. If, during the course of the contract, new taxes are required, the cost of this will be split between the Owner and Architect.
- .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 N/A

§ 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. (Reimbursable Expenses are included in the fee)

§ 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.)

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 Schedule
Architect's Hourly Rate Schedule
Scope of Work
Schematic Design Plans (Programming)
NAHTF Minimum Standards for Rehabilitation

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 10:42:52 CT on 12/06/2024.

PAGE 1

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

...

Trevor L. Hull, AIA
Erickson Sullivan Architects & Associates, LLC
110 S. 14th Street, Suite 200
Lincoln, NE68508

...

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.

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.

...

Work includes the 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.

...

TBD, expected to be no more than \$1,600,000 including architects fees

PAGE 3

See attached City of Franklin Schedule.

...

Design, Bid, Build

...

N/A

...

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

...

Building Committee

...

PAGE 4 N/A

N/A

...

N/A

...

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

...

R.O. Youker
811 S. 13th Street
Lincoln, NE 68508

...

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

...

.4 Interior Design Consulting:

Alissa Bush
Bush Design
402-746-3855

PAGE 5

REGA Engineering
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	
§ 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>Architect</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

~~.9 Evaluation of the qualifications of entities providing bids or proposals: N/A~~

...

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twelve (12) 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 twenty-seven (27) 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.

...

~~§ 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: N/A~~

~~§ 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: N/A~~

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

\$148,500 (One Hundred Forty Eight Thousand Five Hundred Dollars)

...

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:

PAGE 21

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

...

See attached schedule.

...

.1 Transportation and authorized out-of-town travel and ~~subsistence~~;subsistence (in excess of the number of site visits identified in this contract)

...

.4 Printing, reproductions, plots, and standard form documents;Printing or reproduction of contractor bid documents

.5 Postage, handling, and delivery;N/A

...

.9 All taxes levied on professional ~~services and on reimbursable expenses~~;services; at the time of this contract no taxes are expected to be levied on professional services. If, during the course of the contract, new taxes are required, the cost of this will be split between the Owner and Architect.

PAGE 22

.12 Other similar Project-related expenditures;N/A

§ 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. (Reimbursable Expenses are included in the fee)

...

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
PAGE 23

N/A

...

City of Franklin Schedule
Architect's Hourly Rate Schedule
Scope of Work
Schematic Design Plans (Programming)
NAHTF Minimum Standards for Rehabilitation

...

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 10:42:52 CT on 12/06/2024 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)

12/6/2024

(Dated)

CITY OF FRANKLIN SCHEDULE

PHASE	KEY STAGES	DATES / # DAYS
Kickoff & Discovery	PROJECT AWARD	DECEMBER 10, 2024
	PREVIEW OF EXISTING DESIGN & SITE INVESTIGATION	7
	KICKOFF MEETING - VIRTUAL	DECEMBER 17, 2024
DD Phase	DESIGN DEVELOPMENT (DD)	21
	35% DD PRESENTATION MEETING - VIRTUAL	JANUARY 2, 2025
	CONSTRUCTION DOCUMENTS (CD)	14
CD Phase	65% CD PROGRESS MEETING - VIRTUAL	JANUARY 15, 2025
	CD CONTINUATION	14
	95% CD FINAL REVIEW SUBMITTAL	JANUARY 29, 2025
	OWNERS REVIEW PERIOD	7
	COMMENT REVIEW MEETING - VIRTUAL	FEBRUARY 5, 2025
	FINAL COORDINATION	7
	RELEASE DOCUMENTS	FEBRUARY 10, 2024
Bidding & Contracts	BIDDING	21
	BID DATE	MARCH 3, 2025
	CONTRACT PERIOD	30
Construction Phase	NOTICE TO PROCEED	APRIL 2, 2025
	CONSTRUCTION	270
	SUBSTANTIAL COMPLETION	DECEMBER 28, 2025
	CLOSEOUTS / FINAL COMPLETION	JANUARY 28, 2026

ALL DATES ARE TENTATIVE

COLOR KEY

PROJECT MILESTONES
PROGRESS PERIODS
KEY MEETINGS TO BE SCHEDULED

CONSTRUCTION OF THE PROJECT MUST BE SUBSTANTIALLY COMPLETE BY 12/31/2026



2024 Schedule of Professional Fees and Reimbursable Expenses

Hourly Rates:

Principal Emeritus:	\$	225.00	per hour
Principal Architect:	\$	190.00	per hour
Architect:	\$	150.00	per hour
Food Service Principal:	\$	190.00	per hour
Food Service Designer:	\$	150.00	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:	\$	70.00	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:	\$	0.67	per mile
Flight:			At cost
Lodging:			At cost



December 6, 2024

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

Re: City of Franklin – Downtown Apartments and Commercial Building Renovation
SCOPE OF WORK

Mayor Siel:

On behalf of Erickson Sullivan Architects, I am pleased to offer our proposed scope of work for the architectural, engineering, and interior design services necessary for the proposed Marcellus Building Renovation in Downtown Franklin, NE. This proposal is submitted with Erickson Sullivan Architects performing full architectural and interior design services, Geary Engineering performing all mechanical and electrical engineering services, R.O. Youker, Inc. providing structural engineering services, REGA Engineering providing civil engineering services, and Alissa Bush of Bush Design providing interior design consulting services.

PROJECT UNDERSTANDING:

Per our conversations to date, we understand the project to include the renovation of an approximately 10,000 SF two story building in downtown Franklin, NE, known as the Marcellus Building. We have visited the site to see the space in detail and have made ourselves familiar with the building based on the information provided to us to date by you. It is our understanding from the information provided and our conversations that the interior elements of the building are not of historical significance and can be removed to accommodate the schematic design provided. The building has already had some demolition completed, as there are no utility service connections at this time. The building has a wood framed floor over a crawl space, with wood framed second floor and roof.

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 this building as described in the contract.

Architectural and Interior Design Scope of Work

The architectural and interior design scope of work includes providing demolition and new floor plans, reflected ceiling plans, interior elevations, details and sections as needed for the interior work described in the RFQ and above, and as shown on the schematic plans provided. The project is to include the following, as listed in the RFQ:

- 1 Ground level 1-bedroom apartment with a minimum 650 sq ft
- 1 Ground level 2-bedroom apartment with a minimum 800 sq ft
- 3 Upper story 1-bedroom apartments with a minimum 650 sq ft each
- 3 Upper story 2-bedroom apartments with a minimum 800 sq ft each
- Green space
- Parking
- Commercial Space designed for versatile development

The front portion of the main floor is to include two commercial spaces, which will be designed as 'warm white box' spaces, with minimal finishes, general lighting and HVAC, and one restroom. These spaces will be fully

finished at a later date by the future tenants. The apartments have been schematically designed including floor plans and interior renderings, but may need some modifications after review for code requirements. We will coordinate finishes with you and the original designer, Alissa Bush of Bush Design.

The scope of work for this project does not include the exterior shell of the building, including roofing, exterior masonry and wall restoration, windows or any exterior details of the building.

Structural Engineering Scope of Work

R.O. Youker will provide structural design services, the full extent of which cannot be known until a full evaluation of the existing conditions can be completed. We are anticipating the following as being possible work to be undertaken:

- Potential moisture damage to the roof framing, the full extent of which is unknown at this time. This will need to be reinforced or replaced.
- Damage to the 2nd floor framing from moisture infiltration, assumed to be localized.
- Wall framing repairs/replacement at south building walls due to long-term moisture infiltration – extent is unknown
- Possibly some strengthening of the first floor framing. The report mentions the joists but does not mention any interior beams/columns or bearing lines, which normally need increased capacity
- Detailing to connect the roof and floor diaphragms to the exterior walls
- Masonry repairs at the north building structural walls
- Masonry/other repairs at the south building
- Repair/replace the failed masonry arches on the east façade.

MEP Engineering Scope of Work:

The following are specific items which are included in the mechanical and electrical scope of work:

- HVAC systems design
- Waste, vent and plumbing piping
- Plumbing fixture placement
- Electrical power distribution
- Lighting systems and controls
- Fire Alarm System
- Phone and data outlets and wiring systems
- Electric service to utility with meter center
- Fire sprinkler system including crawl space, NFPA 13
- Utilities for water, sanitary, electric and gas
- At completion of design, provide one set of final plans for the work, signed and sealed
- Provide energy calculations if required by the AHJ for permits
- M/E/P addenda as needed
- Work excludes:
 - Extensive verification of existing conditions
 - Phone systems
 - Internet systems
 - Parking lot lighting, lighting is expected to be provided from the building
 - Utilities beyond the property line or rerouting of utilities to clear the property
 - Back up generator systems
 - Engineering analysis and evaluation of alternate HVAC systems
 - Commissioning
 - LEED design and certification

Civil Engineering Scope of Work

REGA Engineering will provide civil engineering and design services including a topographic and boundary survey, site demolition and construction plans, grading plans, site utility design, and sidewalk and landscape design. REGAs fees exclude SWPPP plans or inspections and off-site 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.

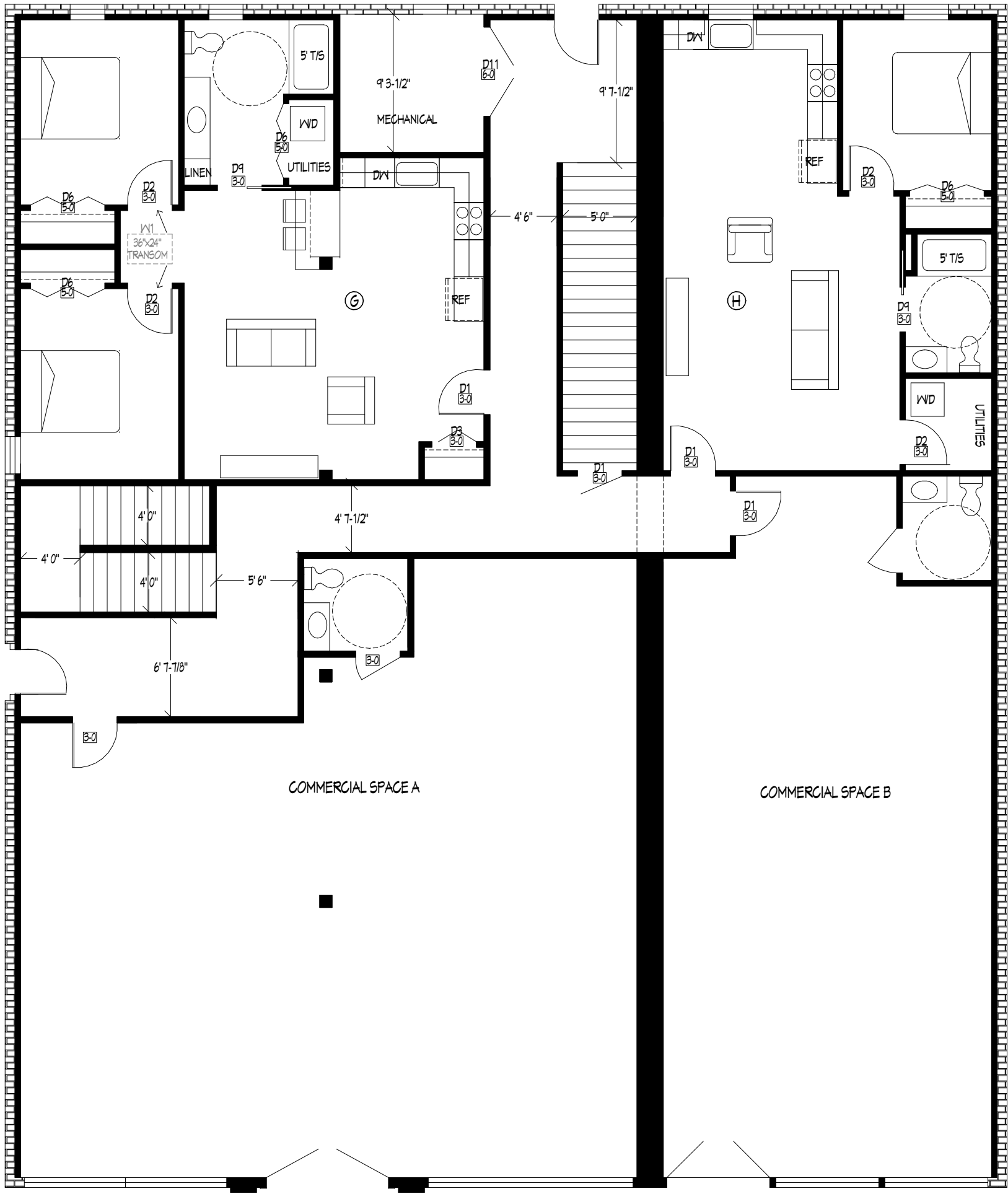
Work by the Owner

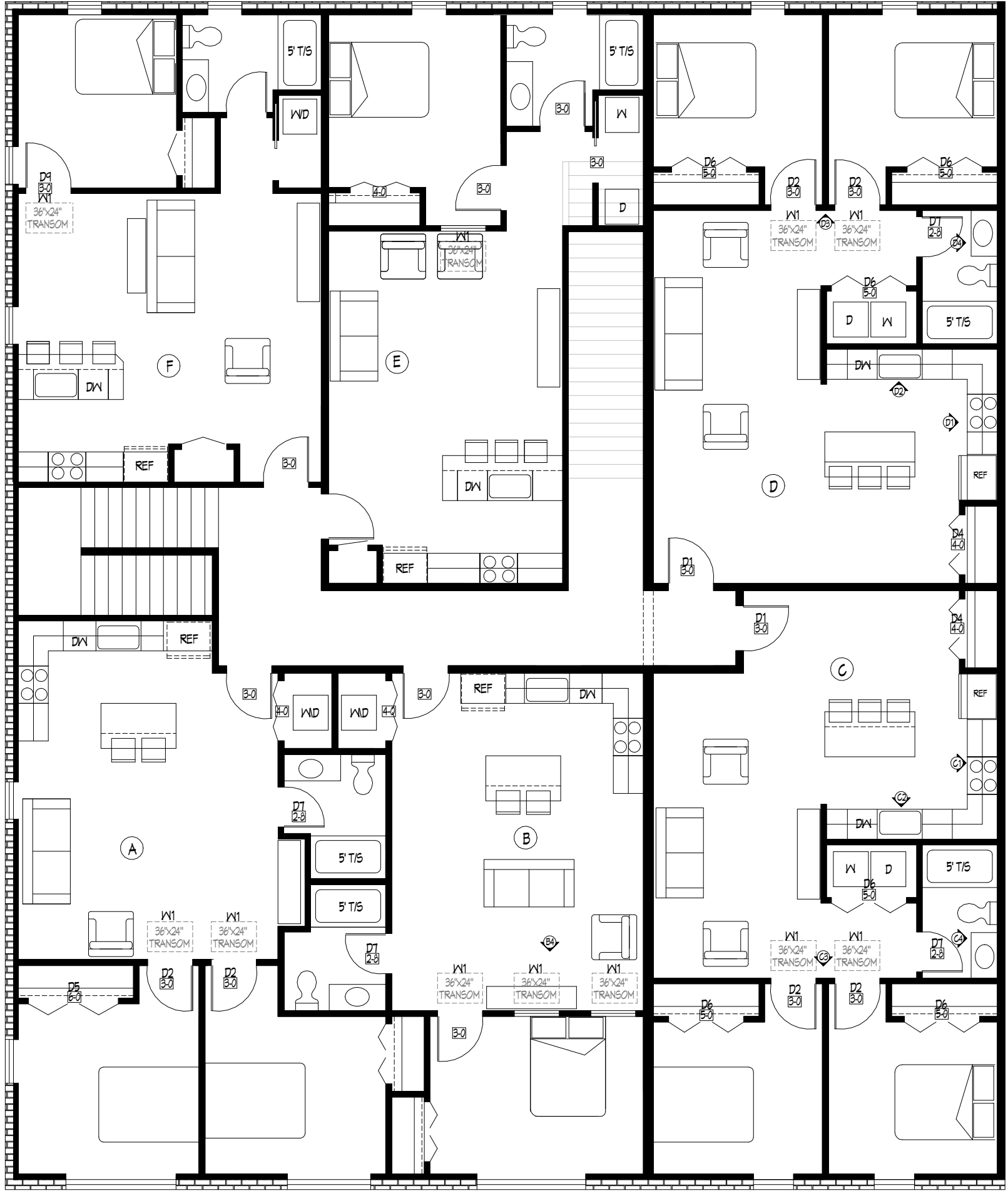
The exterior of the building envelope is currently out of our scope of work. The City of Franklin has contracted with individual contractors to provide new roofing, windows and exterior façade masonry work. We will coordinate exterior door openings with you and those contractors. As discussed, we will also provide a separate fee proposal to review this work for conformance with the NAHTF Minimum Standards for Rehabilitation Requirements.

Site Visits

The following are the included number of site visits prior to and during construction for each of the design team members. If additional trips are requested by the owner, they will be billed as additional fees to the contract with prior agreement.

	ESA	Geary	ROY	REGA
Preliminary Design	1	0	1	1
Pre-Bid Walkthrough Meeting	1	0	0	0
Pre-Construction Meeting	0 (Virtual)	0	0	0
Construction Reviews	12	1	2	2
Construction Punch	2	1	0	1
Final Review Walkthrough	1	0	0	0
11-Month Warranty Review	1	0	0	0
Total	18	3	3	3





MINIMUM REHABILITATION STANDARDS

For Single Family and Multi-Family Rehabilitation

Nebraska Affordable Housing Trust Fund (NAHTF)

A. MINIMUM STRUCTURAL STANDARDS

1. SIDEWALKS, STAIRS, DRIVEWAYS, PARKING LOTS, ROADS – All sidewalks, driveways, parking lots, roads, stairs, and similar areas shall be free of hazardous conditions and in proper repair.

Other Inspectable Items:

Cracks –
Settlement / Heaving
Spalling / Exposed Rebar
Potholes / Loose Material
Hand-railing-Broken / Missing

2. PREMISE IDENTIFICATION NUMBERS – Address numbers easily visible and legible from the street or road shall be installed. Numbers shall contrast in color with their background and be at least 4 inches high with a minimum stroke width of one-half inch.

Other Inspectable Items:

Mailbox – Missing / Damaged
Signs / Numbers – Missing / Damaged

3. FOUNDATIONS, EXTERIOR WALLS, ROOFS, SOFFITS AND FASCIA – Every foundation, exterior wall, roof, soffit, and fascia shall be structurally sound, weather-tight, and rodent/insect-proof.

All exterior surface materials shall be protected by lead-free paint or other protective coating in accordance with acceptable standards. The exception is all types of exterior materials acceptable to weatherizing without deterioration.

Other Inspectable Items:

Foundations:
Cracks / Gaps
Spalling / Exposed Rebar

Walls:
Cracks / Gaps
Damaged Chimneys
Missing / Damaged Caulking / Mortar
Missing Pieces / Holes / Spalling
Stained / Peeling / Needs Paint

Roofs:

Damaged Soffits and Fascia
Damaged Vents
Damaged / Clogged Drains
Damaged / Torn Membrane / Missing Ballast
Missing / Damaged Components from Downspout/Gutter
Missing Damaged Shingles
Ponding

Roof Exhaust System:

Roof Exhaust Fan(s) Inoperable

Windows:

Broken / Missing / Cracked Panes
Damaged Sills / Frames / Lintels / Trim
Damaged / Missing Screens
Missing / Deteriorated Caulking / Seals / Glazing Compound
Peeling / Needs Paint
Security Bars Prevent Egress

Lighting:

Broken Fixtures / Bulbs

4. INTERIOR WALLS, FLOORS, CEILINGS, DOORS, AND WINDOWS – Every interior partition, wall floor, ceiling, door, and window shall be structurally sound.

Holes in walls should be re-plastered before new paint is applied.

All interior doors shall be capable of affording privacy for which they were intended.

Other Inspectable Items:

Walls and Ceiling:

Bulging / Buckling
Holes / Missing Tiles / Panels / Cracks
Peeling / Needs Paint
Water Stains / Water Damage / Mold / Mildew
Damaged / Deteriorated Trim

Floors:

Bulging/Buckling
Floor Covering Damage Missing Flooring Tiles
Peeling / Needs Paint
Rot / Deteriorated Subfloor
Water Stains / Water Damage / Mold / Mildew

Doors:

Damaged Frames / Threshold / Lintels / Trim
Damaged Hardware / Locks
Damaged Surface-Holes / Paint / Rusting /Glass
Missing Door

Windows:

Cracked / Broken / Missing Panes
Damaged / Rotting Windowsill
Missing / Deteriorated Caulking / Seals / Glazing Compound
Inoperable / Not Lockable
Peeling / Needs Paint

5. GRADING AND RAINWATER DRAINAGE FROM ROOF – All rainwater shall be drained and conveyed from every roof so as not to cause dampness within the dwelling. All rainwater drainage devices, such as gutters, downspouts, leaders and splash blocks shall be in safe working order. Ground areas around the habitable unit shall be sloped or drain away from foundation walls to prevent standing water.

Other Inspectable Items: Grounds:

Erosion / Rutting Areas
Overgrown / Penetrating Vegetation
Ponding / Site Drainage (affecting unit)
Storm Drainage:
Damaged / Obstructed

6. WINDOWS, EXTERIOR DOORS AND BASEMENT OR CELLAR HATCHWAYS – Every front, rear, side and basement or cellar door shall be no less than 2'4" in width and no less than 6' 6" in height. In existing structures, if replacement to meet these requirements would be impossible or cost-prohibitive, said requirement may be waived by the grantee.

Every window, exterior door and basement or cellar hatchway shall be substantially tight and rodent-proof. In addition, the following requirements shall be met:

- a. All exterior doors to the outside or to a common public hall shall be equipped with adequate security locks. Means of egress door locks shall be easily opened from the egress side without a key or special knowledge. All windows accessible from ground level without the aid of mechanical devices shall have a security device. Emergency escape windows shall be openable from the inside without the use of a key, code, or tool.
- b. Every window sash shall be fully equipped with windowpane glazing materials free of cracks or holes, and all panes shall be secured with retaining devices or an adequate amount of putty. Said putty shall not be cracked, broken or missing.
- c. Every window sash shall be in good condition and fit tightly within its frame;
- d. Every window, other than a fixed window, shall be easily opened and held in position by window hardware;
- e. Every exterior and interior door, door hinge, door latch, and/or lock shall be in good working condition;

- f. Every exterior and interior door, when closed, shall fit well within its frame;
- g. Every window, door and frame shall be constructed in relation to the adjacent wall construction, to exclude rain and wind as completely as possible from entering the dwelling or structure;

Other Inspectable Items: Doors:
 Damaged Frames / Threshold / Lintels / Trim
 Damaged Hardware / Locks
 Damaged / Missing Screen / Storm / Security Door
 Damaged Surface – Holes / Paint / Rusting / Glass
 Deteriorated / Missing Caulking / Seals (Entry Only)
 Missing Door

- 7. STAIRWAYS, DECKS, BALCONIES AND PORCHES – Every interior and exterior stairway, porch, deck, balcony, and appurtenance thereto, including hand and guard rails, shall be constructed to be sound and safe to use and capable of supporting the load that normal use may place upon it.

Other Inspectable Items: Stairs:
 Broken / Damaged / Missing Steps
 Broken / Missing Hand Railing

Patio, Porch, Deck, Balcony:
 Baluster / Side Railings Damaged

- 8. SUPPLIED PLUMBING FIXTURES – Every plumbing fixture and water and waste pipe shall be properly installed in safe, sanitary working condition, free from leaks, defects, and obstructions.
- 9. BATHROOM, TOILET ROOM, KITCHEN AND UTILITY ROOM FLOORS – Every bathroom, toilet room, kitchen, and utility room floor surface shall be constructed to be impervious to water and to permit such floors to be easily kept clean and sanitary.

Indoor-outdoor type carpeting, when properly installed, shall be allowed in bathrooms, toilet rooms, kitchens, and utility rooms except when in conflict with required interim controls or standard treatments required to comply with the lead-based paint regulation.

- 10. CHIMNEYS AND SMOKE PIPES – Every chimney and smoke pipe shall be adequately supported, structurally sound, and clean.
- 11. TREES AND VEGETATION – Trees and vegetation endangering the unit and/or its occupants shall be eliminated.
- 12. INTERNATIONAL RESIDENTIAL CODE FOR ONE AND TWO-FAMILY DWELLINGS – All rehabilitation work must meet or exceed the requirements of the International Residential Code as promulgated by the International Code Council in its current edition or as adopted in ordinance by the local jurisdiction.
 - a. Work must comply with the permitting and inspection requirements of the local jurisdiction.
 - b. In the absence of local permitting and inspection services, the local recipient program shall engage qualified inspectors and document code inspection and compliance.

13. LEAD-BASED PAINT –

For projects performing rehabilitation on homes built prior to 1978, the regulations followed by DED recipient is dependent on the program year DED Recipient received the NAHTF award.

The Residential Lead-Based Paint Hazard Reduction Act of 1992 mandated a range of protections from lead-based paint hazards for persons occupying housing built prior to 1978.

Regulation	Applicable NAHTF Program Years
<p>Real Estate Notification and Disclosure Rule - In 1996, HUD and EPA jointly issued regulations requiring disclosure regarding known lead-based paint and hazards in all rental and sale transactions.</p>	<p><u>All</u> NAHTF Program Years</p>
<p>EPA Renovation, Repair and Painting Rule – in 2010, EPA issued rules (40 CFR Part 745) requiring the use of lead-safe practices and other actions by contractors performing renovation, repair and painting projects that disturb lead-based paint in homes built before 1978, regardless of the source of funding.</p>	<p><u>All</u> NAHTF Program Years</p>
<p>HUD Lead Safe Housing Rule – In 1998, HUD issued rules (24 CFR Part 35) to ensure that exposure to lead hazards is reduced in any residential property to be assisted with federal funds, whether rehabilitated, purchased or assisted.</p>	<p>NAHTF Program Years 2020 and earlier</p>

All units in a project assisted with NAHTF funds awarded in 2020 and earlier must comply with the implementing regulations of 24 CFR Part 35 as well as all applicable Nebraska statutes.

Projects awarded in 2021 and thereafter are not bound by the HUD Lead Safe Housing Rule and lead-based paint (LBP) abatement is not required as a DED minimum rehab standard unless deemed necessary per Nebraska Statute. However, recipients of awards may choose to perform LBP abatement. Recipients of NAHTF for all award years are expected to follow these Nebraska Statutes: Neb. Rev. Stat. §§71-6318 to 71-6331.01 and Neb. Rev. Stat. §§71-162 to 71-162.05.

The Nebraska statutes specifically govern the licensing of firms partaking in lead-based paint abatement as defined here: https://www.nebraska.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-178/Chapter-23.pdf.

For information on the Nebraska regulations pertaining to lead-based paint refer to the Lead-Based Paint FAQ available on the NAHTF webpage at <https://opportunity.nebraska.gov/programs/housing/nahtf/>.

14. ENERGY CONSERVATION –

- a. Equipment, appliances, windows, doors and appurtenances replaced during rehabilitation shall be replaced with Energy Star qualified products.
- b. If feasible, attics should be insulated to R38 and walls to a minimum of R11.
- c. Replacement heating and/or cooling systems shall be properly sized as evidenced by completion of ACCA/ANSI Manual J[®] or an equivalent sizing calculation tool.
- d. All accessible air ducts shall be tightly sealed.
- e. Heating or cooling supply running through unconditioned space should be avoided or rerouted, but when present and accessible, shall be insulated.

15. INDOOR AIR QUALITY – The scope and conduct of rehabilitation of each dwelling unit shall take into consideration the improvement and maintenance of satisfactory and healthy air quality within the unit.

- a. A carbon monoxide detector installed per manufacturers’ recommendations shall be present in each unit and receive primary power from the building wiring or battery. If the house is all electric a carbon monoxide detector is not required.
- b. Devices and appurtenances identified to contain mercury shall be removed or replaced excluding CFL bulbs.
- c. Materials and methods used in carrying out rehabilitation, shall to the extent feasible, minimize and prevent dust, out gassing, volatile organic compounds and other contaminants within the dwelling unit.

Other Inspectable Items: Health and Safety:

Air Quality - Mold and/or Mildew Observed

Sewer Odor Detected

Propane/Natural Gas/Methane Gas Detected

16. UNIVERSAL DESIGN AND ACCESSIBILITY – Rehabilitation of each unit shall be carried out with consideration for the needs of its occupants and to the maximum practical extent in accordance with the principles of universal design. For guidance in implementing universal design features, visit www.design.ncsu.edu/cud.

- a. The housing unit must meet the accessibility requirement of 24 CFR Part 8, which implements section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36, as applicable. “Covered multi-family dwelling,” as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implements the Fair Housing Act (42 U.S.C. 3601-3619). Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.

B. MINIMUM STANDARDS FOR BASIC EQUIPMENT AND FACILITIES

- 1. WATER SUPPLY – All fixture water supplies shall be properly connected to public or private water system. All water supply inlet orifices (mouth of an opening from any pipe or faucet supplying water) shall have an air gap (The unobstructed vertical distance through the free atmosphere between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture or other device and the floor level rim of the receptacle.) or shall be protected by vacuum breakers (also known as backflow preventers).

Said bathtub and/or shower may be in the same room as the flush water closet and lavatory, or said bathtub and/or shower may be in a separate room. In all cases, these facilities shall be properly connected to both hot and cold running water lines, under pressure, and shall be in working order.

Other Inspectable Items: Shower / Tub - Damaged/Missing

7. LOCATION OF COMMUNAL TOILETS AND BATHS – Every communal bath required to be provided in accordance with other provisions, shall be located within a room or rooms accessible to the occupants of each dwelling unit sharing such facilities, without going through a dwelling unit of another occupant and without going outside of the dwelling.

In rooming houses, said room or rooms shall be located on the same floor of the dwelling as, or on the floor immediately above or below, the dwelling unit whose occupants share the use of such facilities.

8. HOT AND COLD-WATER LINES TO BATH AND KITCHEN – Every dwelling shall have supplied water-heating facilities which are properly installed; in working condition and free of leaks; properly connected to hot water lines required; and are capable of supplying hot or tempered water at not less than 110°F to be drawn for every bath, as well as general usage.

Hot water storage associated with water heating facilities shall not be less than the following minimum capacities:

- | | |
|-----------------------------|---------------------------------------|
| a. 1 dwelling unit | 30 gallons |
| b. 2 dwelling units | 40 gallons |
| c. 3 or more dwelling units | 50 gallons or more and rooming houses |

Sizes and/or number of water heaters are to be based upon the number of units served. No water heaters shall be allowed in bathrooms or bedrooms. All hot water heaters shall be properly vented and sealed and equipped with a pressure relief valve and drip leg a maximum of 6" above the floor.

The local rehabilitation division and/or building inspection division may adjust the above-required capacities upward or downward based on the type and recovery time of the hot water system.

Other Inspectable Items: Hot Water Heater:

Misaligned Chimney / Ventilation
System Inoperable Unit / Components
Leaking Valves / Tanks / Pipes
Pressure Relief Valve Missing
Rust / Corrosion

9. CONNECTION OF SANITARY FACILITIES TO SEWAGE SYSTEM – Every kitchen sink, toilet, lavatory basin and bathtub/shower shall be in working condition and properly connected to an approved public or private sewage system.

All sewers and vents shall function properly and be free of leaks and blockages. Other Inspectable Items:

Sanitary System:

Broken / Leaking / Clogged Pipes or Drains
Missing Drain / Cleanout / Manhole Covers

10. EXITS – Every exit from every dwelling and/or dwelling unit shall comply with the following requirements:
- a. It shall be functional;
 - b. It shall be unobstructed;
 - c. All stairways and steps of 4 or more risers shall have at least 1 handrail, and all stairways and steps that are 5 feet or more in width or open on both sides shall have a handrail on each side where possible;
 - d. Every dwelling unit shall have 2 independent ways of egress;
 - e. All handrails shall be not less than 30” or more than 42” vertically above the nose of the stair treads and not less than 36” above the stairway platform;
 - f. All balconies and platforms that are 30” or more above grade, shall have protective guards not less than 30” in height above the balcony or platform level;
 - g. All multiple dwellings (1 & 2 family residences exempted) shall have a second exit stairway or approved fire escape available to all occupants of units located on second or higher stories;
 - h. All stairs and steps shall have a riser height of no more than 8” and a tread depth of no less than 9”. This requirement may be waived on the programmatic level if in an existing structure, it would be impossible or cost prohibitive to meet this requirement. In such cases, new stairs could be put in having the same rise and run as the old;
 - i. In basement units where one means of an exit shall be a window, it shall comply with the International Residential Code, Section 310 Emergency Escape and Rescue Openings.
11. FIRE PROTECTION AND SMOKE ALARMS – All fire protection systems and devices shall be in operable condition. When a dwelling is occupied by any hearing-impaired person, smoke alarms shall have an alarm system designed for hearing impaired persons in accordance with NFPA 74 (or successor standards).

Smoke alarms shall be installed:

- On each story, including basement and cellar (Alarms are not required in unfinished attics and crawl spaces)
- Outside of each bedroom
- In each bedroom

Other Inspectable Items:

Fire Protection:

Missing Sprinkler Head (where applicable)
Missing / Damaged / Expired Extinguishers (where applicable)

C. MINIMUM STANDARDS FOR LIGHT, VENTILATION AND HEATING

1. REQUIRED WINDOW AREA – Every habitable room, provided such rooms are adequately lighted, shall have at least one open air space. The minimum total window area, measured between stops, for every habitable room shall be as follows:
 - a. 1/12 of the floor area if two or more separate windows exist or
 - b. 1/10 of the floor area if only one window exists;
 - c. A minimum of 12 square feet of window area is required in habitable rooms other than kitchens;
 - d. A kitchen may pass without a window area, provided there is a mechanical means of ventilation in working order.

Whenever the only window in a room is a skylight type window, the total window area of such skylight shall be equal to at least 15% of the total floor area of such room. Skylight type windows, if less than 15% of the total floor area shall be increased to 15% of the total floor area, unless another window is to be installed to provide adequate light and ventilation.

2. ADEQUATE VENTILATION REQUIRED – Every habitable room shall have at least one window or skylight which can easily be opened, or other such device as will adequately ventilate the room.
3. LIGHT AND VENTILATION REQUIREMENTS FOR BATHROOMS, TOILET ROOMS AND KITCHENS – Every bathroom, toilet room, and kitchen shall comply with the light and ventilation requirements for habitable rooms contained above, except that no window shall be required in adequately ventilated bathrooms, toilet rooms, or kitchens equipped with a ventilation system that filters or exhausts to the exterior.

Other Inspectable Items: Ventilation / Exhaust System – Inoperable (if applicable)

4. ALTERNATIVE LIGHT AND VENTILATION – Artificial light or mechanical ventilation complying with the International Building Code shall be permitted.
5. CLOTHES DRYER VENTING – Clothes dryer exhaust vent shall be a single purpose vent in compliance with the manufacturer’s instructions and vent to the exterior.
6. ELECTRIC OUTLETS AND SERVICE REQUIRED – Where there is suitable electricity available from supply lines no more than 300 feet away from a dwelling, including all existing dwellings now supplied with electrical services, every habitable room within such dwelling shall contain a minimum of two separate and remote wall type electric convenience outlets. Habitable rooms measuring more than 120 square feet shall contain a minimum of three separate and remote wall type electric convenience outlets. Temporary wiring, extension, or zip cords shall not be used as permanent wiring.

Every habitable room shall have at least one ceiling or wall type electric light fixture, controlled by a wall switch, or a wall type grounded electric convenience outlet controlled by a remote switch. Every toilet room, bathroom, laundry room, furnace room, and hallway (hallway where applicable) shall contain at least 1 supplied ceiling or wall type electric light fixture, controlled by a wall switch, and at least one wall type grounded electric convenience outlet. Convenience outlets used in bathrooms shall be the GFI type.

Each individual kitchen based on its size and layout shall be wired to meet the requirements of the National Electric Code (N.E.C.).

Receptacle convenience outlets in or on open porches, breezeways or garages shall be of the GFI type with a weatherproof receptacle box.

All wall and/or ceiling type lighting fixtures shall be controlled by a wall switch, except porcelain type fixtures used in cellars and/or attics, which may be controlled with a proper pull chain.

All electrical equipment, appliances and wiring shall be properly installed and in safe condition. All broken and/or missing switch and receptacle plates shall be replaced.

Minimum electrical service for each dwelling and/or dwelling unit's circuit breaker box shall be by a three wire 120/240-volt single phase service rated no less than 100 amps, or as adjusted for size and usage of equipment and appliances in accordance with the ICC Electrical Code and approved, in writing, by the electrical inspector of the local jurisdiction or program.

Other Inspectable Items:

Electrical System:

- Blocked Access to Electrical Panel / Improper Storage
- Burnt Breakers
- Evidence of Leaks / Corrosion
- Frayed Wiring
- GFI - Inoperable
- Missing Breakers / Fuses
- Missing / Broken Cover Plates
- Lighting - Missing / Inoperable Fixtures

Emergency Power:

- Auxiliary Lighting Inoperable (if applicable)

7. HAZARDOUS ELECTRICAL CONDITIONS – Where any condition of the electrical system in the dwelling or structure is identified as, and constitutes a hazard, the hazardous conditions shall be corrected.
8. HEATING FACILITIES – Heating facilities shall be properly installed, be in working condition and be capable of adequately heating all habitable rooms, and toilet rooms contained therein, or intended for use by the occupants capable of maintaining a room temperature of 68°F (20°C) when the outdoor temperature is within the winter outdoor design temperature for the locality as cited in Appendix D of the International Plumbing Code. Space heaters shall not substitute for a central heating unit.

Every installed central heating system shall comply with the following requirements:

- a. The central heating unit shall be safe and in good working condition;
- b. Every heat duct, steam pipe and hot water pipe shall be free of leaks and obstructions and deliver an adequate amount of heat where intended;
- c. Every seal between any and all sections of a hot air furnace shall be air-tight so noxious gases and fumes will not escape into the heat ducts;

- d. Required clearance from combustible materials shall be maintained;
- e. All chimneys and vents shall have a flue liner intact and in safe working condition.
- f. Every existing space heater shall comply with the following requirements:
 - a. No space heater burning solid, liquid or gaseous fuels shall be of a portable type;
 - b. Every space heater burning solid, liquid or gaseous fuels shall be properly vented to a chimney or duct leading to outdoor space and be installed to provide proper draft;
 - c. Every fuel burning space heater shall have a fire-resistant panel between it and the floor or floor covering as required by the unit's manufacturer;
 - d. Whenever a space heater is located within 2 feet of a wall, said wall shall be protected with insulation sufficient to prevent overheating of the wall as required by the unit's manufacturer;
 - e. Every space heater smoke pipe shall be equipped with approved thimbles or guards, properly constructed of non-flammable material, at the point where the pipe goes through any wall, ceiling or partition;
- g. Each dwelling and/or dwelling unit shall be supplied with its own heating systems. Local option may provide for one central forced air system to serve no more than two separate dwelling units.

Other Inspectable Items:	HVAC System:
Inoperable	
Misaligned Chimney / Ventilation System	
Noisy / Vibrating / Leaking	
Rust / Corrosion	
Boiler / Pump Leaks (where applicable)	
Fuel Supply Leaks (where applicable)	
Misaligned Chimney / Ventilation System	
Convection / Radiant Heat System Covers – Missing / Damaged	

9. LIGHTING OF PUBLIC HALLS AND STAIRWAYS –

- a. Public halls and stairways in every dwelling containing 2 to 4 dwelling units shall be provided with convenient wall-mounted light switches controlling an adequate lighting system that will provide at least 2 foot candles of illumination on all parts thereof and be turned on when needed. An emergency circuit is not required for this lighting;
- b. Public halls and stairways in every dwelling containing 5 or more dwelling units shall be lighted at all times with an artificial lighting system. Said system shall provide at least 2-foot candles of illumination on all parts, thereof at all times, by means of properly located electric light fixtures, provided that such artificial lighting may be omitted from sunrise to sunset where an adequate natural lighting system is provided;
- c. Wherever the occupancy of the building exceeds 100 persons, the artificial lighting system as required herein, shall be on an emergency circuit;

- d. All basements and cellars shall be provided with a lighting system that permits safe occupancy and use of the space and contained equipment as intended, and which may be turned on when needed;
 - e. The required intensity of illumination shall apply to both natural and artificial lighting.
10. SCREENS REQUIRED – For protection against flies, mosquitoes and other insects, every door opening directly from a dwelling unit or rooming unit, to the outdoor space where feasible, shall be supplied with a screen covering at least 50% of the window area of the door, and said door shall be equipped with a self-closing device.

Every window or other opening to outdoor space used or intended to be used for ventilation shall likewise be supplied with screens covering the entire window areas required for ventilation. The material used for all such screens shall be no less than 16 mesh per inch, properly installed, and repaired when necessary to prevent the entrance of flies, mosquitoes and other insects.

Half-screens on windows may be allowed, provided they are properly installed and are bug and insect proof.

11. SCREENS FOR BASEMENT AND CELLAR WINDOWS – Every dwelling unit having operable basement or cellar windows shall be screened to prevent the entry of insects and rodents.
12. EXISTING HEATING TO DWELLINGS OR PARTS THEREOF – Every dwelling owner or operator, who rents, leases or lets for human habitation any unit contained within such dwelling, on terms either expressed or implied, shall supply or furnish heat to the occupants.

Whenever a dwelling is heated by means of a furnace, boiler or other heating apparatus under the control of the owner or operator, in the absence of a written contract or agreement to the contrary, said owner and/or operator shall be deemed to have contracted, undertaken, or bound to furnish heat in accordance with the provisions of this section to every unit that contains radiators, furnace heat duct outlets, or other heating apparatus outlets, and to every communal bathroom and communal toilet room located within such unit.

- a. Every central heating unit, space heater, water heater and cooking appliance shall be located and installed in a safe working manner to protect against involvement of egress facilities or egress routes in the event of uncontrolled fires in the structure;
- b. Every fuel burning heating unit or water heater shall be effectively vented in a safe manner to a chimney or duct leading to the exterior of the building. The chimney duct and vents shall be designed to assure proper draft, shall be adequately supported, and shall be clean;
- c. No fuel-burning furnace shall be located in any sleeping room or bathroom unless provided with adequate ducting for air supply from the exterior, and the combustion chamber for such heating unit is sealed from the room in an airtight manner. Water heaters are prohibited in bathrooms and sleeping rooms.
- d. Every steam or hot water boiler and every water heater shall be protected against overheating by appropriate temperature and pressure limit controls;

- e. Every gaseous or liquid fuel burning heating unit and water heater shall be equipped with electronic ignition or with a pilot light and an automatic control to interrupt the flow of fuel to the unit in the event of failure of the ignition device. All such heating units with plenum have a limit control to prevent overheating.

D. MINIMUM SPACE, USE AND LOCATION REQUIREMENTS

1. CEILING HEIGHT – Wherever possible, no habitable room in a dwelling or dwelling unit shall have a ceiling height of less than 7' 6". At least 1/2 of the floor area of every habitable room located above the first floor shall have a ceiling height of 7' 6", and the floor area of that part of any room where the ceiling height is less than 5' shall be considered as part of the floor area in computing the total floor area of the room for the purpose of determining maximum floor area.
2. ROOM WIDTH – All rooms, except kitchens and/or kitchenettes and baths, shall have a minimum width of 7'. Kitchens shall have a clear passage dimension of no less than 3' between walls, appliances and cabinets.
3. CELLAR SPACE NOT HABITABLE – No cellar space shall be converted or rehabilitated as habitable room or dwelling unit.
4. REQUIREMENTS FOR HABITABLE BASEMENT SPACE – No basement space shall be used as a habitable room or Dwelling unit unless all of the following requirements are met:
 - a. Such required minimum window area is located entirely above the grade of ground adjoining such window area, or an adequate window well of sufficient size as to allow escape of inhabitants residing within such basement apartment, has been constructed;

Such basement dwelling unit or rooming unit shall be entirely sealed off from the central heating plant with a one-hour fire separation. To assist grantees in evaluating existing building components, HUD has published the "Guideline on Fire Ratings of Archaic Materials and Assemblies", February 2000, available at <http://www.huduser.org/publications/destech/fire.html>;
 - b. Such basement dwelling unit or rooming unit provides two means of exit, with at least one means of opening directly to the outside;
5. MINIMUM STORAGE AREAS – Each dwelling unit shall have at least one closet with a minimum of 6 square feet of floor area and a minimum height of 6', located within the dwelling unit. Dwelling units with 2 or more bedrooms shall have a storage floor area of at least 4 square feet per bedroom. This storage requirement does not necessarily have to be located in the bedrooms.

E. MINIMUM STANDARDS FOR GARAGES, FENCES AND PREMISES

1. PROTECTION OF EXTERIOR WOOD SURFACES – All exterior wood surfaces shall be properly protected from the elements against decay and rot by lead-free paint, or other approved protective coating.
2. FENCES – Every residential fence shall be in a state of maintenance and repair or shall be removed. Wood materials that are not decay resistant shall be protected against decay by use of lead-free paint or by other preservative material.

If a fence is removed and replaced, said installation shall conform with all local requirements.

6. INFESTATION AND EXTERMINATION – Structures shall be free from rodent and insect infestation.

Other Inspectable Items: Health and Safety:
Infestation – Insects / Rats / Mice / Vermin

7. REQUIREMENTS FOR COMMON AREAS IN MULTI-FAMILY HOUSING – Common Areas within multi-family housing shall also be inspected and held to the same structural and rehabilitation standards contained here within.

Other Inspectable Items: Basement / Garage / Carport:
Baluster / Side Railings – Damaged / Missing

Closet / Utility / Mechanical:
Cabinets – Missing / Damaged

Community Room:
Call-for-Aid – Inoperable

Kitchen / Laundry Room / Halls / Corridors / Stairs:
Ceiling – Holes / Missing Tiles / Panels / Cracks
Peeling / Needs Paint
Water Stains / Water Damage / Mold / Mildew
Laundry Dryer Vent – Missing / Damaged / Inoperable

Lobby:
Countertops – Missing / Damaged

Office:
Dishwasher / Garbage Disposal – Inoperable

Other Community Spaces / Restrooms / Patio / Porch / Balcony:
Doors – Damaged Frames / Threshold / Lintels / Trim
Damaged Hardware / Locks
Damaged Surface (Holes / Paint / Rust / Glass)

Storage:
Doors – Door, Screen, Storm-Security Door – Missing / Damaged
Deteriorated / Missing Seals (Entry Only)

Electrical – Blocked Access to Electrical Panel Burnt Breakers
Evidence of Leaks / Corrosion Frayed Wiring
Missing Breakers / Covers
Hazards – Exposed Wires / Open Panels
Water Leaks on/near Electrical Equipment

Floors and Walls – Bulging / Buckling
Floor Covering Damaged / Missing Floor-Tiles
Peeling / Needs Paint

Rot / Deteriorated Subfloor
Water Stains / Water Damage / Mold / Mildew
Trim – Damaged / Missing
GFI – Inoperable Graffiti
HVAC – Convection/Radiant Heat
 System Covers Missing/Damaged
 General Rust / Corrosion
 Inoperable
 Misaligned Chimney / Ventilation System
 Noisy / Vibrating / Leaking
Lavatory Sink – Damaged / Missing
Lighting – Missing / Damaged / Inoperable
Fixture Mailbox – Missing / Damaged
Outlets / Switches / Cover Plates – Missing / Broken
Pedestrian / Wheelchair Ramp
Plumbing – Clogged Drains
 Leaking Faucet / Pipes
Range Hood / Exhaust Fans – Excessive Grease / Inoperable
Range / Stove / Refrigerator – Missing / Damaged / Inoperable
Restroom Cabinet / Sink / Shower-Tub – Damaged / Missing
Smoke Detector – Missing / Inoperable
Stairs – Missing / Damaged/ Broken Steps-Handrailing
Ventilation / Exhaust System – Inoperable
Water Closet / Toilet – Damaged / Clogged / Missing
Windows – Cracked / Broken / Missing Panes
Damaged Windowsill
Inoperable / Not Lockable
Missing / Deteriorated Caulking / Seals / Glazing

Health and Safety:

Air Quality – Mold / Mildew Observed
Propane / Natural Gas / Methane Gas Detected
Sewer Odor Detected
Emergency / Fire Exits – Blocked / Unusable
Missing Exit Signs
Flammable / Combustible Materials – Improperly Stored
Garbage and Debris – Indoors / Outdoors
Hazards – Other / Sharp Edges / Tripping
Infestation – Insects / Rats / Mice / Vermin
Pools and Related Structures – Fencing – Damaged / Not Intact
Trash Collection Areas – Chutes – Damaged / Missing Components

F. FURTHER GUIDANCE TO MINIMUM REHABILITATION STANDARDS

1. WORK WRITE-UP, COST ESTIMATES, CONSTRUCTION CONTRACTS AND CONSTRUCTION DOCUMENTS – Construction contracts, work write-ups, and construction documents must be in sufficient detail to establish the basis for uniform inspections of the housing to determine compliance with the minimum rehabilitation standards.
2. INSPECTIONS – Initial, progress and final inspections are required to be completed along with appropriate documentation of such in each property / project file. Progress and final inspections must be conducted to ensure that work is done in accordance with the applicable codes, the construction contract, and construction documents.
3. HEALTH AND SAFETY – In housing that is occupied, any life-threatening deficiencies that are identified must be addressed immediately.
4. MAJOR SYSTEMS – Major systems include: structural support; roofing; cladding and weatherproofing (e.g., windows, doors, siding, gutters); plumbing; electrical; and heating, ventilation, and air conditioning. For rental housing, the remaining useful life of these systems must be estimated based on age and condition, upon project completion of each major system.

For multi-family rental housing projects of 26 units or more, the remaining useful life of the major systems must be determined through a capital needs assessment of the project.)

For rental housing, if the remaining useful life of one or more major system is less than the applicable period of affordability, there must be a replacement reserve established and monthly payments made to the reserve that are adequate to repair or replace the systems as needed. For homeownership housing, each of the major systems must have a remaining useful life for a minimum of 5 years, upon project completion, or the major systems must be rehabilitated or replaced as part of the rehabilitation work.

5. CAPITAL NEEDS ASSESSMENT – Where relevant, for multi-family rental housing projects of 26 units or more, a capital needs assessment of the project is required to determine all work that will be performed in the rehabilitation of the housing and the long-term physical needs of the project.