

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



ADVANCE PUBLICIZED NOTICE OF MEETING OF CITY COUNCIL

Date: December 15, 2025

Time: 6:00 p.m.

Place: City Council Chambers, 325 N. Colorado Ave, Minden, NE 68959

Regular: Special:

To view or listen to the City Council meeting:

To join by Video: <https://us02web.zoom.us/j/82554729399?pwd=tCbmAJFynj9WAbWsXeeBRIGlbcbaYH.1>

Meeting ID: 825 5472 9399

Password: 136587

To join by Phone: 1-312-626-6799 or 1-346-248-7799

Enumeration of subjects known at this time:

1. Pledge Of Allegiance
2. Open Meeting Statement
3. Council Announcements
4. Public Forum
5. Consent Agenda
 - a. Consider Approval of Minutes of Previous City Council Meetings
 - b. Consider Approval of Bills & Claims for this Council Meeting
 - c. Consider Acceptance of Excused Absence of Mayor or Council Member(s)
 - d. Consider Reports that are Enclosed in the Council Packets for This Council Meeting
 - e. Mayoral Appointments of:
 - i. Ted Griess as the City Forester for a term of 1-1-26 to 12-31-26
 - ii. Bennett Peterson to the Board of Adjustments for a term of 1-1-26 to 12-31-28
 - iii. Rita Crooks to the Planning and Zoning Commission for a term of 1-1-26 to 12-31-28
 - iv. Larry Lempka to the Planning and Zoning Commission for a term of 1-1-26 to 12-31-28
 - v. Tim Holman to the Planning and Zoning Commission for a term of 1-1-26 to 12-31-28
 - vi. Jane Lammers to the Animal Advisory Board for a term of 1-1-26 to 12-31-26
 - vii. Alyssa Schneider to the Minden Development Corporation Board of Directors for a term of 1-1-26

Documents:

[A--11.17.2025--COUNCIL MINUTES.PDF](#)
[B--CLAIMS REPORT.PDF](#)
[D.A.--11-28-2025--OVERTIME REPORT.PDF](#)
[D.B.--OCTOBER 2025--NUISANCE REPORT.PDF](#)

6. Consider Approval Of Payment To Remboldt Lutke LLP In The Amount Of \$1,686.50 For Legal Services.

Documents:

[6--MEMO--REMBOLDT LUTKE CLAIM.PDF](#)

7. Presentation By Ron Tillery On Nebraska GSD.

Documents:

[7--MEMO--NEBRASKA GSD.PDF](#)

8. Public Hearing On Application Of Upper Room Brewery LLC DbA 52 Taphouse For A Class C Beer, Wine, Spirits On And Off Sale Liquor License And A Growler Secondary License And Provide Recommendation To The Liquor Commission.

Documents:

[8--MEMO--UPPER ROOM BREWERY LIQUOR LICENSE HEARING.PDF](#)
[8--DOCUMENTS--UPPER ROOM BREWERY LIQUOR LICENSE HEARING.PDF](#)

9. Public Hearing, Condemnation Hearing For The Property Known As Uptown Grain Located At The SW Corner Of Colorado Avenue And Highways 6/34.

Documents:

[9--MEMO--CONDEMNATION HEARING UPTOWN GRAIN.PDF](#)

10. Consider Issuance Of Order Of Condemnation For The Property Known As Uptown Grain Located At The SW Corner Of Colorado Avenue And Highways 6/34.

Documents:

[10--MEMO--ORDER OF CONDEMNATION UPTOWN GRAIN.PDF](#)
[10--DOCUMENTS--ORDER OF CONDEMNATION--SAMPLE FOR COUNCIL.PDF](#)

11. Review Status Of The Order Of Condemnation For The Property Known As 358 S. Nance Avenue And Take Action.

Documents:

[11--MEMO--REVIEW ORDER OF CONDEMNATION - 358 S NANCE.PDF](#)
[11--M. BAKER LETTER--REVIEW ORDER OF CONDEMNATION - 358 S NANCE.PDF](#)

12. Consider Approval Of NPPD Project #5534967 In The Amount Of \$22,727.89 For MWE II Well And Streetlight Electrical.

Documents:

[12--MEMO--NPPD WELL PROJECT.PDF](#)
[12--DOCUMENTS--NPPD WELL PROJECT.PDF](#)

13. Consider Approval Of The 2026 Maintenance Agreement With The State Of Nebraska For Highway Surface Maintenance And Snow Removal During Jan 1- Dec 31, 2026.

Documents:

[13--MEMO--NDOR MAINTENANCE AGREEMENT.PDF](#)

14. Consider Approval Of Ordinance Adding Chapter 70, Article V Lightweight E-Scooter, E-Bike, And Hoverboard Usage On Public Property To The Minden Municipal Code.

Documents:

[14--MEMO--ORDINANCE 1312 EBIKES.PDF](#)

15. Consider Approval Of Agreement With Olsson Associates For Engineering Services Not To Exceed \$68,300 For Paving And Utility Improvements On 7th St From Brown Ave To Tower Ave, Tower Ave From 5th St To Railroad ROW, And Nebraska Ave From 7th St To 8th St.

Documents:

[15--MEMO--OLSSONS AGREEMENT.PDF](#)

16. Adjournment

DATED: November 26, 2025

Larry Evans, Mayor

Delivered or mailed to each member of the City Council and posted in the City Office, Outside the City Office, First Bank & Trust Co., Minden Exchange Bank & Trust Co, and the Post Office at 11:00 AM. Persons needing special accommodations or equipment at this meeting, please contact the City of Minden by noon the day of the meeting.

/s/ Abbey Jordan

Abbey Jordan, City Clerk

City of Minden

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Minutes of Council Meeting City of Minden, Nebraska November 17, 2025

The City Council of the City of Minden, Nebraska, met on this day at 6:00 p.m. in regular session in the Council Chambers, pursuant to advance notice of said meeting simultaneously transmitted to all members of the Council and to the public as shown by the copy thereof posted in the Minden City Hall, Outside the Minden City Hall, First Bank & Trust Co., Minden Exchange Bank & Trust Co., and the Post Office. A copy of the notice is on file in the office of the City Clerk.

Mayor Evans called the meeting to order at 6:00 p.m. The following City Council members were present: David Bungler, Teresa Sumstine, Jack Yant and Alyssa Schneider. The following City Officials were present: Mayor Larry Evans and City Clerk Abbey Jordan. Absent: City Attorney Andrew Olson and City Administrator Michael Krings.

All proceedings hereinafter were taken while the convened meeting was open to the attendance of the public.

After roll was called, Mayor Evans led those in attendance in the Pledge of Allegiance.

Then Mayor Evans made the following statement:

“Pursuant to the Open Meetings Act and Public Records Law Requirements a current copy of the Open Meetings Act is posted for public inspection on the east wall of the Council Chambers. In addition, for public inspection, there is located on the table to the south of the chairs in the Council Chambers, a copy of the Council packet that was distributed to the members of the Council prior to this meeting.

The council will take comments on an agenda item, not related to a public hearing, during the public forum only. Please state your name and address prior to commenting.”

Agenda Item #3, Council Announcements. Schneider said that Ladies Night out was a success. Evans wished everyone a Happy Thanksgiving.

Agenda Item #4, Public Forum. None.

Agenda item #5, CONSENT AGENDA

- a. Consider Approval of Minutes of Previous City Council Meetings
- b. Consider Approval of Bills & Claims for this Council Meeting
- c. Consider Approval of Cafeteria Plan Reimbursements for this Council Meeting
- d. Consider Acceptance of Excused Absence of Mayor or Council Member(s)
- e. Consider Reports that are Enclosed in the Council Packets for This Council Meeting

7aa Investments--Supplies \$449.95, Ace Irrigation Inc--Repairs \$1,440.50, All Roads Barricades, Inc--Rental \$1,330.00, Amazon Capital Services--Supplies \$1,282.77, American Express--Supplies \$1,528.45, Augustar Life Insurance Company--Insurance \$4,550.00, Aurora Cooperative Elevator Company--Fuel \$44.97, B&R Stores, Inc--Supplies \$135.13, B. Norgaard--Repairs \$113.87, Baylor Evnen Wolfe, &Tannehill, Llp--Legal \$130.00, Black Church Llc--Vegetation \$150.00, Black Hills Gas Holdings, Llc--Utilities \$64.43, Bound Tree Medical Llc--Supplies \$3,488.93, Business World Products Of Hastings, Inc--Supplies \$113.49, Cengage Learning, Inc--Supplies \$123.92, Chargepoint Inc.--Fees \$127.50, City Of Holdrege--Fees \$8,705.27, Collaborative Summer Library Program--Supplies \$384.12, Computer Hardware Inc--Supplies \$1,729.00, Consolidated Concrete Co--Supplies \$468.13, Core & Main Lp--Supplies \$552.95, Dana F Cole & Company, Llp--Fees \$100.00, Demco, Inc--Supplies \$90.82, Dier,Osborn & Cox, P.C., L.L.O--Legal \$2,683.50, Dollar General-Regions 410526--Supplies \$25.65, Eakes Inc--Supplies \$539.34, Ebsco Industries, Inc--Membership \$762.34, Elan Financial Services--Supplies \$88.88,

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Essential Resource Group Inc--Fees \$39.49, F. Rogers--Cleaning \$1,950.00, Five Points Bank--Fees \$249.68, Great Plains Communications--Phone/Internet \$100.78, Great Plains Communications--Phone/Internet \$119.89, Great Plains Communications--Phone/Internet \$1,071.76, Greatamerica Financial Services Corporation--Fees \$135.23, Hawkins Water Treatment--Chemical \$1,787.50, Industrial Process Technology--Chemical \$2,340.00, Ingram Library Services Llc--Supplies \$212.93, Innovative Pharmacists, Inc.--Supplies \$96.52, Intellicom Computer Consulting--Tech/Engineering \$5,179.05, Isw--Supplies \$9.92, J. Cline--Refunds \$64.00, J. Loya--Energy Rebate \$100.80, Jci Industries, Llc--Infrastructure Repair \$30,280.00, Jims Ok Tire Minden Llc--Repairs \$35.00, Kearney County Clerk--Fees \$46.00, Kearney County Clerk--Fees \$914.50, Knispel Custom Carpentry--Repairs \$1,007.82, Kt Diesel & Equipment--Repairs \$6,166.85, Landmark Implement Carquest--Supplies \$137.68, League Of Nebr. Municipalities--Membership \$500.00, M. Raffaelli--Cleaning \$196.88, Menards Of Kearney--Supplies \$38.72, Mid-American Research Chemical--Supplies \$1,029.10, Mid-Nebraska Title Group--Fees \$150.00, Midwest Laboratories--Fees \$525.40, Midwest Tapes--Supplies \$283.40, Minden Chamber Of Commerce--Economic Development \$2,800.00, Minden Machine Shop Inc--Repairs \$37.76, Napa Auto Parts--Supplies \$2,431.69, Ne Law Enforcement Training Ct--Membership \$75.00, Nmc Industrial Services--Repairs \$4,212.29, Nppd Kwh--Utilities \$133,846.76, Nppd O&M--Maintenance \$22,260.27, Olsson Associates--Tech/Engineering \$8,187.28, One Billing Solutions, Llc--Fees \$1,775.18, One Call Concepts Inc--Fees \$33.93, Presto X Co.--Maintenance \$111.53, Proquest Llc--Membership \$1,676.12, R. Hurst--Tech/Engineering \$750.00, Rek Enterprises Llc--Repairs \$292.20, S. Wibbels--Energy Rebate \$60.00, Southeast Library System--Training \$290.00, Spectrum Business--Phone/Internet \$340.09, Syndicate Publishing, L.L.C.--Fees \$147.25, T. Beck--Printing \$458.14, Titan Machinery Inc--Repairs \$6,146.61, Town And Country Farm And Home Inc--Supplies \$777.27, Western Pathology Consultants, Inc.--Fees \$136.00, Wex Bank--Fuel \$5,155.76, Witmer Public Safety Group--Uniforms \$61.05, 11-14-25 Payroll \$98,778.28.

Bunger motioned to approve the consent agenda and Schneider seconded. On roll call, the following voted aye: Bunger, Sumstine, Yant and Schneider. Motion carried.

Agenda Item #6, Consider Approval of Treasury Report, October 2025.

Yant motioned to approve the October 2025 Treasury Report and Sumstine seconded. Jordan presented the October treasury report. The total city treasury is approximately \$10.8 million which is down almost \$402,000 from September, mainly due to the ambulance payment. Evans wanted to verify that the City had paid the full amount and will be reimbursed by the Rural Fire. Jordan confirmed and the Rural Fire Dept will be billed for their portion. Evans wanted to know if the City will be impacted by the NPPD wholesale and retail increase. Jordan stated that she has not heard anything but will look into it more. On roll call, the following voted aye: Sumstine, Bunger, Yant, and Schneider. Motion carried.

Agenda Item #7, Consider Approval of Budget Report, October 2025.

Schneider motioned to approve the October 2025 Budget Report and Yant seconded. Jordan stated that this is the first month of the new budget year. Jordan explained the bond process for the K Road paving project and the receipt of funds and paying off the BANS. She also stated that the expected paving project payments from KAAPA for the first year. On roll call, the following voted aye: Bunger, Sumstine, Yant, and Schneider. Motion carried.

Agenda Item #8, Consider Approval of Olsson Associates Agreement for Street Superintendent & Consulting Services for 2026.

Yant motioned to approve the Olsson Associates Agreement for Street Superintendent & Consulting Services for 2026 and Schneider seconded. Jordan stated that this is an annual agreement. It is \$4,000 for the street superintendent services which is reimbursed from the state in February of 2027. The other \$5,000 is any minor engineering requests, such as researching questions. Larger projects will be billed separately. On roll call, the following voted aye: Bunger, Sumstine, Yant and Schneider. Motion carried.

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Agenda Item #9, Motion to Appoint Brian J. Friedrichsen, Class A License number S-1704, as the City Street Superintendent for Calendar Year 2026, January 1 thru December 31, 2026, for the Purpose of the 2026 Calendar Year Highway Incentive Payment, to be issued to the City, by the Nebraska Department of Transportation, in February 2027.

Bunger motioned to Appoint Brian J. Friedrichsen, Class A License number S-1704, as the City Street Superintendent for Calendar Year 2026, January 1 thru December 31, 2026, for the Purpose of the 2026 Calendar Year Highway Incentive Payment, to be issued to the City, by the Nebraska Department of Transportation, in February 2027. Sumstine seconded. Jordan stated that this is the second year that the City will be using Brian. On roll call, the following voted aye: Bunger, Sumstine, Yant and Schneider. Motion carried.

Agenda Item #10, Adjournment

Sumstine motioned to adjourn at 6:14 p.m. and Bunger seconded. On roll call, the following voted aye: Bunger, Sumstine, Yant and Schneider. Meeting adjourned.

/s/ Larry Evans
Larry Evans, Mayor

ATTEST:

/s/ Abbey Jordan
Abbey Jordan, City Clerk
(SEAL)

CLAIMS REPORT

December 1, 2025

Vendor	Account #	Account Name	Description	Amount	TOTAL
Fund 10--General--100 Administrative					\$1,145.84
MARCUS HOTELS, INC.	10-100-52100	Training, Meetings & Travel	LEAGUE CONF. STAY-LARRY09-23/09-25	336.00	
EAKES INC	10-100-54700	Office Supplies	COPIER CONTRACT 08/15/25-11/14/25	83.05	
DIER, OSBORN & COX, P.C., L.L.O	10-100-55700	Legal	MONTHLY RETAINER	600.00	
SYNDICATE PUBLISHING, L.L.C.	10-100-56000	Printing	LEGAL NOTICES--MEETING MINUTES 10-20-25	112.07	
SYNDICATE PUBLISHING, L.L.C.	10-100-56000	Printing	LIQUOR LICENSE RENEWAL--LEGAL NOTICES	14.72	
Fund 10--General--200 Police					\$3,948.40
HYDRO TECH INC.	10-200-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	37.52	
KE CO TREASURER	10-200-55300	Technical Services	COMMUNICATION FEES	3,619.99	
DALE VITITO	10-210-53500	Uniforms/Clothing	2 CARGO PANTS	185.89	
NPHE	10-200-56200	Drug Testing & Physcials	BLOOD ALCOHOL TEST	105.00	
Fund 10--General--210 Emergency Management					\$10,161.47
RYLIE COLE	10-210-52100	Training, Meetings & Travel	LES LUKERT 2026 CONFERENCE REGISTRATION	250.00	
THE EMS SUPER STORE LLC	10-210-53300	Materials & Supplies Expense	(6) EMS BACKPACKS	1,504.96	
BOUND TREE MEDICAL LLC	10-210-53300	Materials & Supplies Expense	ELECTRODES & QUICK CONNECT ADAPTOR	83.90	
KE CO HEALTH PAYMENT CNTR	10-210-53400	First Aid & Safety	FLU SHOT--M. JORDAN	72.00	
ISW	10-210-53400	First Aid & Safety	OXYGEN	78.40	
VILLAGE CLEANERS INC	10-210-53400	First Aid & Safety	DUST MOP CLOTHS	50.12	
BOUND TREE MEDICAL LLC	10-210-53400	First Aid & Safety	SURFACE DISINFECTANT	663.92	
BOUND TREE MEDICAL LLC	10-210-53400	First Aid & Safety	AIRWAY KITS/PUPIL GAUGE/O2 REGULATOR/DRESSINGS	2,357.41	
PRESTO X CO.	10-210-54100	General Repairs	PEST CONTROL	90.79	
BLACK HILLS GAS HOLDINGS, LLC	10-210-54500	Natural Gas	FIRE HALL NATURAL GAS 40%	128.14	
KE CO TREASURER	10-210-55300	Technical Services	COMMUNICATION FEES	1,206.67	
JONES INSURANCE AGENCY, INC	10-210-55800	Insurance	ADD AMBULANCE, INCREASE PORTABLE EQUIP LIMIT	1,255.00	
MINDEN EXCHANGE BANK & TRUST	10-210-70000	Principal Payments	TANKER - PRINCIPAL	2,388.34	
MINDEN EXCHANGE BANK & TRUST	10-210-70100	Interest Payments	TANKER - INTEREST	31.82	
Fund 10--General--300 Parks/Recreation					\$1,138.54
NEBRASKA TURFGRASS ASSOCIATION	10-300-52100	Training, Meetings & Travel	TURFGRASS ASSOCIATION MEMBERSHIP	100.00	
NEBRASKA TURFGRASS ASSOCIATION	10-300-52100	Training, Meetings & Travel	TURF CONFERENCE REGISTRATION	550.00	
HYDRO TECH INC.	10-300-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	204.68	
PLATTE VALLEY COMMUNICATIONS	10-300-54000	Vehicle & Equipment Repairs	TEST AND TUNE RADIOS	101.25	
REK ENTERPRISES LLC	10-300-54000	Vehicle & Equipment Repairs	HUSQVARNA CHAINSAW--BLADE BRAKE	150.59	
MINDEN UTILITY DEPT.	10-300-54400	Electric	RECREATION ELECTRIC	32.02	
Fund 10--General--310 Pool					\$1.93
MINDEN UTILITY DEPT.	10-310-54400	Electric	POOL ELECTRIC	1.93	
Fund 10--General--330 Cemetery					\$89.03
HYDRO TECH INC.	10-330-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	89.03	
Fund 10--General--340 Economic Development					\$464.00
NATIONAL RURAL ECONOMIC DEVELOPMENT	10-340-52000	Licenses, Dues & Subscriptions	MEMBERSHIP RENEWAL	395.00	
CAPITAL ONE	10-340-56100	Website	MURRAY MARKETING-WEBSITE HOSTING	69.00	

CLAIMS REPORT

December 1, 2025

Vendor	Account #	Account Name	Description	Amount	TOTAL
Fund 20--Streets					\$8,302.58
LANDMARK IMPLEMENT CARQUEST	20-400-53300	Materials & Supplies Expense	GR5 HARDWARE SCREWS	26.32	
HYDRO TECH INC.	20-400-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	609.03	
CAPITAL ONE	20-400-54200	Infrastructure Repair & Maintenance	SHERMAN WILLIAMS-PAINT FOR UNDERPASS	432.82	
K&K AUTO REPAIR INC	10-300-54000	Vehicle & Equipment Repairs	2001 FORD F350-DISC ROTOR & SPRING REMOVE/REPLACE	3,113.44	
MINDEN UTILITY DEPT.	20-400-54400	Electric	STREET & ALLEY ELECTRIC	490.73	
MINDEN EXCHANGE BANK & TRUST	20-400-70000	Principal Payments	SWEeper - PRINCIPAL	3,582.51	
MINDEN EXCHANGE BANK & TRUST	20-400-70100	Interest Payments	SWEeper - INTEREST	47.73	
Fund 70--Light					\$41,569.22
UNITED STATES POSTAL SERVICE	70-700-54800	Statements & Postage	UB POSTAGE NOVEMBER 2025	689.08	
STEVE ANDERSON	70-700-53050	Energy Efficiency Rebates	MOWER AND LEAF BLOWER REBATE	247.80	
NPPD O&M	70-700-53100	SubTransmission Backup	BAY 302 ANNUAL FIXED CHARGE PMT	20,111.00	
ELAN FINANCIAL SERVICES	70-700-53300	Materials & Supplies Expense	OCTOBER REMIANING CARD FEE	78.20	
DUTTON-LAINSON COMPANY	70-700-53300	Materials & Supplies Expense	PHOTOCONTROL RECEPTACLE-ROADWAY LIGHTING	1,565.41	
HYDRO TECH INC.	70-700-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	5.36	
COBY BRYANT	70-700-54100	General Repairs	RUN TWO NEW CIRCUITS FOR COMPUTERS	602.50	
MID PLAINS HEATING & AIR	70-700-54100	General Repairs	WINTER MAINTENANCE	600.28	
MINDEN UTILITY DEPT.	70-700-54400	Electric	CITY STREET LIGHTS	1,502.46	
BLACK HILLS GAS HOLDINGS, LLC	70-700-54500	Natural Gas	CITY HALL NATURAL GAS 60%	192.21	
SUBSURFACE SOLUTIONS	70-700-55100	Operations & Maintenance	GPS DAILY MAPPING (3)	4,500.00	
KE CO TREASURER	70-700-55300	Technical Services	COMMUNICATION FEES	1,206.67	
DIER,OSBORN & COX, P.C., L.L.O	70-700-55700	Legal	MONTHLY RETAINER	400.00	
MARCUS HOTELS, INC.	10-100-52100	Training, Meetings & Travel	LEAGUE OF MUN CONFERENCE STAY-KRINGS 2/23-2/25	672.00	
FAEDRA ROGERS	70-700-56700	Custodial	TAX ON FINAL CLEANING BILL	146.25	
REVENUE BOND PAYMENT ACCOUNT	70-700-59000	Transfer To	REVENUE BOND PAYMENTS--2021 COMB UTIL REV BOND	9,050.00	
Fund 71--Water					\$9,798.92
CAPITAL ONE	71-710-52100	Training, Meetings & Travel	2025 NE WRA/NSIA CONVENTION	225.00	
HYDRO TECH INC.	71-710-53300	Materials & Supplies Expense	FIRE EXTINGUISHER INSPECTIONS	156.75	
MENARDS OF KEARNEY	71-710-53300	Materials & Supplies Expense	(2) PAPER TOWELS-8CT	33.98	
KELLY SUPPLY COMPANY	71-710-53300	Materials & Supplies Expense	1/2 PVC PIPE	53.82	
CORE & MAIN LP	71-710-53300	Materials & Supplies Expense	WATER METERS	325.55	
CORE & MAIN LP	71-710-53300	Materials & Supplies Expense	39 WATER METERS	6,243.14	
REK ENTERPRISES LLC	71-710-54000	Vehicle & Equipment Repairs	GENERATOR REPAIRS	192.68	
NPHE	71-710-55200	Lab Fees & Supplies	WATER SAMPLE TESTS	18.00	
REVENUE BOND PAYMENT ACCOUNT	71-710-59000	Transfer To	2022 GO WATER BOND	2,550.00	

CLAIMS REPORT**December 1, 2025**

Vendor	Account #	Account Name	Description	Amount	TOTAL
Fund 72--Sewer					\$5,724.22
PLATTE VALLEY LABORATORIES, INC	72-720-53250	Chemicals	AMMONIA, NITRATE,TKN,PHOSPHATE,CBOD	255.00	
HD SUPPLY FACILITIES MAINTENANC	72-720-53300	Materials & Supplies Expense	BEAKERS/BALACLAVA/AMMONIA TESTS	511.62	
HYDRO TECH INC.	72-720-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	21.44	
COBY BRYANT	72-720-54000	Vehicle & Equipment Repairs	MIXER MOTOR #1--REPLACE LEADS AND LABOR	80.00	
K&K AUTO REPAIR INC	72-720-54000	Vehicle & Equipment Repairs	2012 FORD F250--REMOVE AND REPLACE REAR SPRING	834.96	
NORTHWEST ELECTRIC LLC	72-720-54000	Vehicle & Equipment Repairs	MIXER MOTOR REPAIR	420.00	
MINDEN UTILITY DEPT.	72-720-54400	Electric	SEWER ELECTRIC	1,551.20	
REVENUE BOND PAYMENT ACCOUN	72-720-59000	Transfer To	2021 COMB UTIL REV BOND--SEWER	2,050.00	
Fund 73--Sanitation					\$4,001.21
HYDRO TECH INC.	73-730-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	61.44	
JIMS OK TIRE MINDEN LLC	73-730-54000	Vehicle & Equipment Repairs	2014 TRASH TRUCK--LEFT FRONT REPAIR	50.00	
INLAND TRUCK PARTS COMPANY	73-730-54000	Vehicle & Equipment Repairs	2014 TRASH TRUCK PTO/PUMP/FITTINGS	3,889.77	
Fund 74--Recycle					\$192.88
HYDRO TECH INC.	74-740-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	192.88	
Fund 75--Landfill					\$10.72
HYDRO TECH INC.	75-750-53400	First Aid & Safety	FIRE EXTINGUISHER INSPECTIONS	10.72	

CLAIMS REPORT TOTAL**\$86,548.96**

CLAIMS REPORT

December 1, 2025

Vendor	Account #	Account Name	Description	Amount	TOTAL
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CHRIS KLAHN _____
KEVIN LEAGUE _____
ALAN ESCHLIMAN _____
JANENE HILL _____
TJ BROWN _____

ABBEY JORDAN _____
MICHAEL KRINGS _____
JUSTIN CLINE _____
JARVIS KRING _____
DUSTIN SCHROEDER _____

CLAIMS REPORT

December 1, 2025

Vendor	Account #	Account Name	Description	Amount	TOTAL
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Online Payments X

Row Labels	Sum of Amount
BLACK HILLS GAS HOLDINGS, LLC	320.35
CORE & MAIN LP	6,568.69
CAPITAL ONE	726.82
REVENUE BOND PAYMENT ACCOUNT	13650
Grand Total	\$ 21,265.86

Pre-Paid X

Row Labels	Sum of Amount
UNITED STATES POSTAL SERVICE	689.08
Grand Total	\$ 689.08

Check PMT X

Row Labels	Sum of Amount
BOUND TREE MEDICAL LLC	3105.23
COBY BRYANT	682.5
DALE VITITO	185.89
DIER,OSBORN & COX, P.C., L.L.O	1000
DUTTON-LAINSON COMPANY	1565.41
EAKES INC	83.05
ELAN FINANCIAL SERVICES	78.2
FAEDRA ROGERS	146.25
HD SUPPLY FACILITIES MAINTENANCE LTD	511.62
HYDRO TECH INC.	1388.85
INLAND TRUCK PARTS COMPANY	3889.77
ISW	78.4
JIMS OK TIRE MINDEN LLC	50
JONES INSURANCE AGENCY, INC	1255
K&K AUTO REPAIR INC	3948.4
KE CO HEALTH PAYMENT CNTR	72
KE CO TREASURER	6033.33
KELLY SUPPLY COMPANY	53.82
LANDMARK IMPLEMENT CARQUEST	26.32
MARCUS HOTELS, INC.	1008
MENARDS OF KEARNEY	33.98
MID PLAINS HEATING & AIR	600.28
MINDEN EXCHANGE BANK & TRUST C	6050.4
MINDEN UTILITY DEPT.	3578.34
NATIONAL RURAL ECONOMIC DEVELOPERS ASSOCIATION	395
NEBRASKA TURFGRASS ASSOCIATION	650
NORTHWEST ELECTRIC LLC	420
NPHE	123
NPPD O&M	20111
PLATTE VALLEY COMMUNICATIONS OF KEARNEY, INC.	101.25
PLATTE VALLEY LABORATORIES, INC	255
PRESTO X CO.	90.79
REK ENTERPRISES LLC	343.27
RYLIE COLE	250
STEVE ANDERSON	247.8
SUBSURFACE SOLUTIONS	4500
SYNDICATE PUBLISHING, L.L.C.	126.79
THE EMS SUPER STORE LLC	1504.96
VILLAGE CLEANERS INC	50.12
Grand Total	\$ 64,594.02

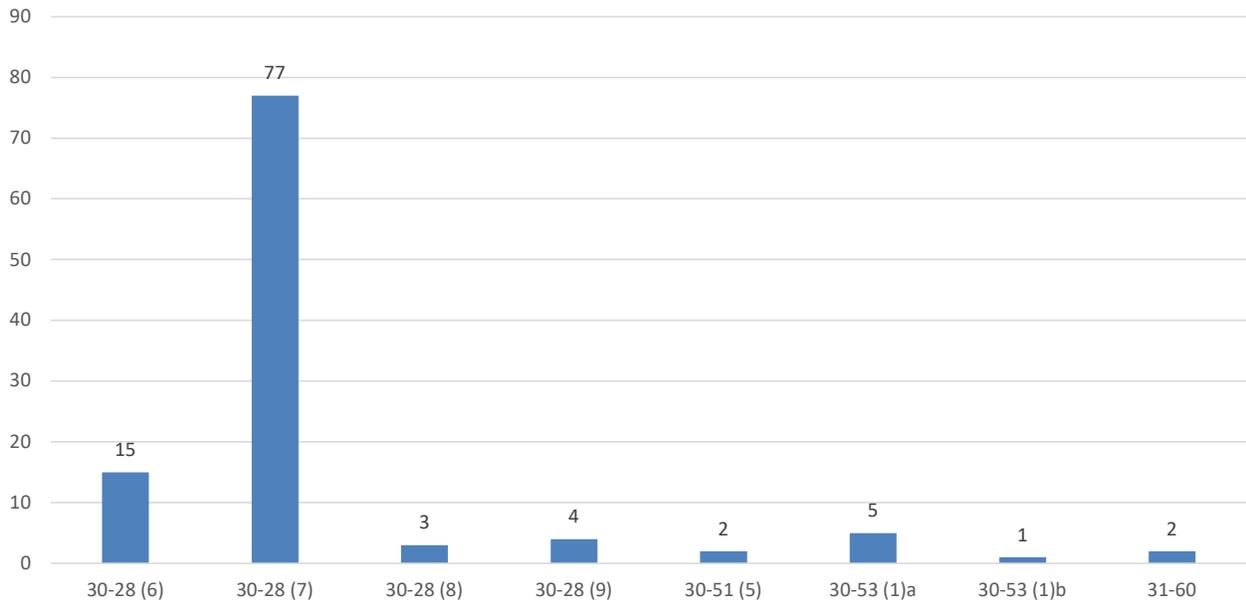
CLAIMS REPORT**December 1, 2025**

Vendor	Account #	Account Name	Description	Amount	TOTAL
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Nuisance Report--October 2025

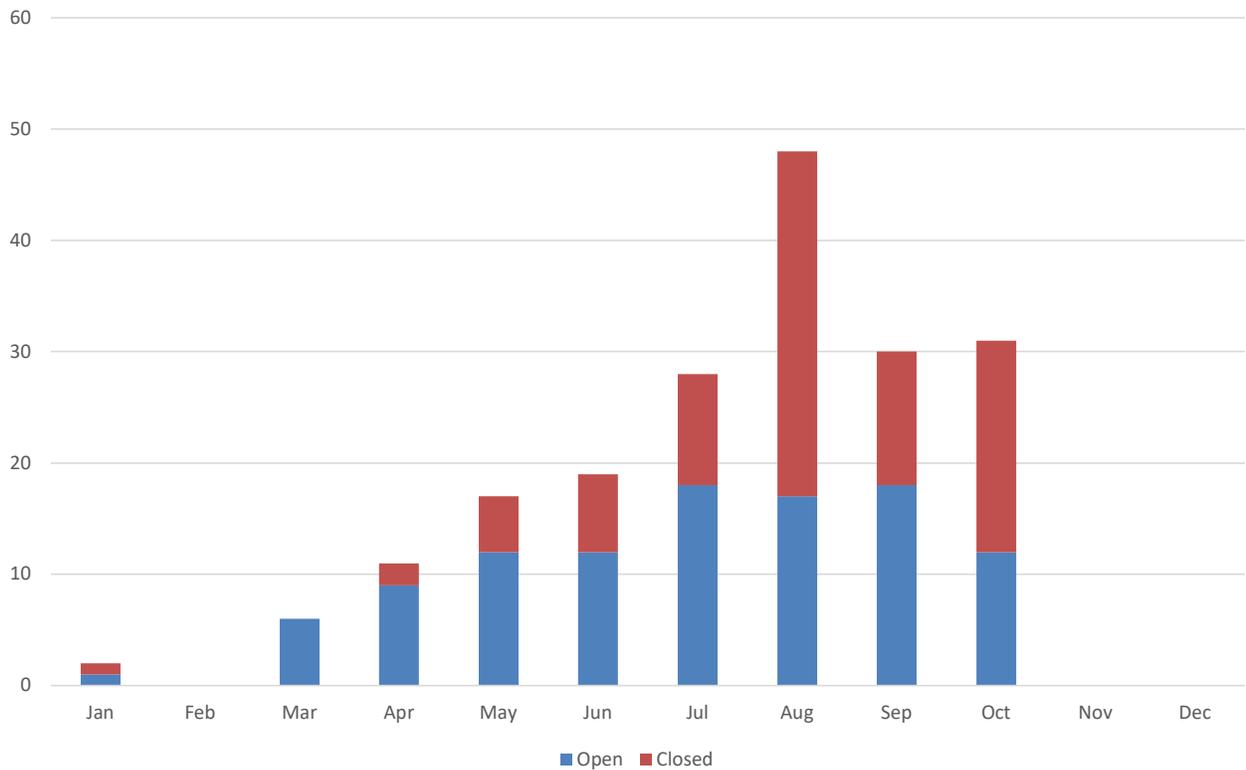
Total

2025 Violation Totals



Code #

2025 Open/Closed Cases



To report a nuisance, please contact Justin Cline at jcline@mindennebraska.org. Please include an address and description of the violation.

City Code Nuisance Violation Definitions Summarized

To see the full definition, please visit the City Code Chapter 30, Article II

Sec. 30-27 Generally Defined

- 30-27 (1)** Injures or endangers the comfort, repose, health or safety of others.
- 30-27 (2)** Is offensive to the senses.
- 30-27 (3)** Unlawfully interferes with, obstructs, tends to obstruct or renders dangerous for passage any stream, public park, parkway, square, street or highway in the municipality.
- 30-27 (4)** In any way renders other persons insecure in life or the use of property.
- 30-27 (5)** Interferes with the comfortable enjoyment of life or depreciates the value of others.

Sec. 30-28 Specifically Defined

- 30-28 (1)** Any odorous, putrid, unsound or unwholesome grain, meat, hides, skins, feathers, vegetable matter, or the whole or any part of any dead animal, fish or fowl.
- 30-28 (2)** Cesspools, dumps, pits or like places which are not securely protected from flies or rats, or which are foul or malodorous.
- 30-28 (3)** Filthy, littered or trash
- 30-28 (4)** Animal manure in any quantity which is not securely protected from flies and the elements
- 30-28 (5)** Liquid household waste, human excreta, garbage, butcher's trimmings and offal, parts of fish or any waste vegetable or animal matter in any quantity
- 30-28 (6)** All trash or abandoned material, unless kept in covered bins or receptacles, and any other waste materials create a condition in which flies or rats may multiply, which may be a fire danger or are so unsightly to depreciate property value
- 30-28 (7)** The owner or occupant of any property shall keep the lot or piece of ground and the adjoining street and alleys free of any growth of 9" or more of weeds, grasses or worthless vegetation.
- 30-28 (8)** Any unsightly building, abandoned or partially destroyed structure, or any structures left unfinished, which either a fire hazard, a menace to the public health or safety, or depreciate the value of property of others
- 30-28 (9)** All places used or maintained as junkyards or for the wrecking and disassembling of automobiles or machinery of any kind, or parts which have lost their identity, character, are inoperative or unable to perform their intended functions; such places are kept or maintained as not to interfere with the comfortable enjoyment of life, or which depreciate the property values of others
- 30-28 (10)** Any and all lots within the City shall be drained or filled as to prevent stagnant water
- 30-28 (11)** A place in which animals or fowls of any kind are confined or vegetable matter, including grain, when such places which the vegetable or animal matter is located and kept in such a manner that foul and noxious odors are permitted to emanate therefrom to the annoyance or are maintained and kept in such a manner as to be injurious to the public health.
- 30-28 (12)** All other nuisances specifically designated elsewhere in this Code.

Sec. 30-53 Vehicle Nuisances unlawful

- 30-53 (1)** A motor vehicle nuisance is any motor vehicle which is not currently registered or pursuant to R.R.S. 1943, ch. 60, art. 3, as amended; or parked in violation of city ordinance; or incapable of moving under its own power; or in a junked, wrecked or inoperable condition
- 30-53 (2)** The provisions of this section shall not apply to any motor vehicle which is enclosed in a garage or other building, the parking or storage, on private property, of a vehicle inoperable for a period of 30 consecutive days or less, any person conducting a business in compliance with existing zoning regulations or who places such vehicles behind screening of sufficient size to screen such vehicles from the view of the public.

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Development Services

Staff: Michael Krings

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Approval of claim for Rembolt & Ludtke LLP

Description:

The City has been working with Rembolt Ludtke for some nuisance abatement

Motion

I motion to approve claim in the amount of \$1,686.50 for Rembolt Ludtke LLP

City of Minden

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Minden, Nebraska 68959

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fax 308.832.1949
www.MindenNebraska.org



Department: Economic Development

Staff: Michael Krings

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Presentation by Ron Tillery on Nebraska GSD

We Attract Opportunity

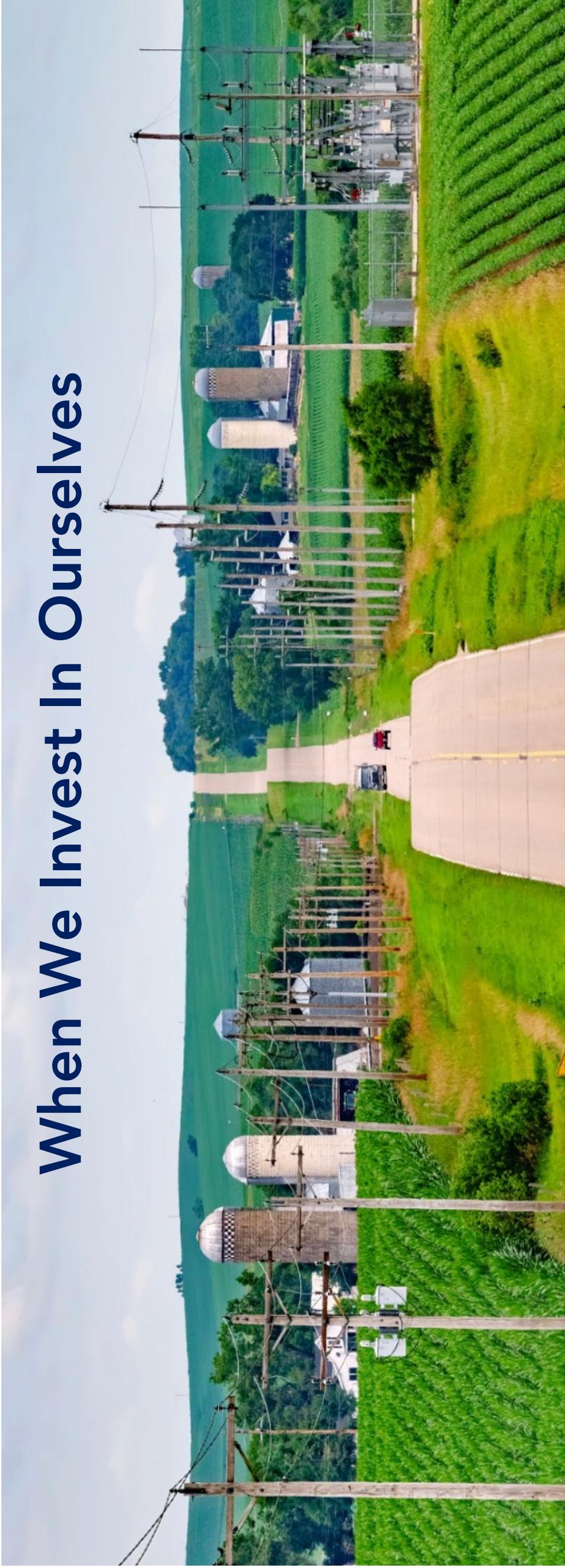
When We Leverage Nebraska's Strengths



NEBRASKA GSD

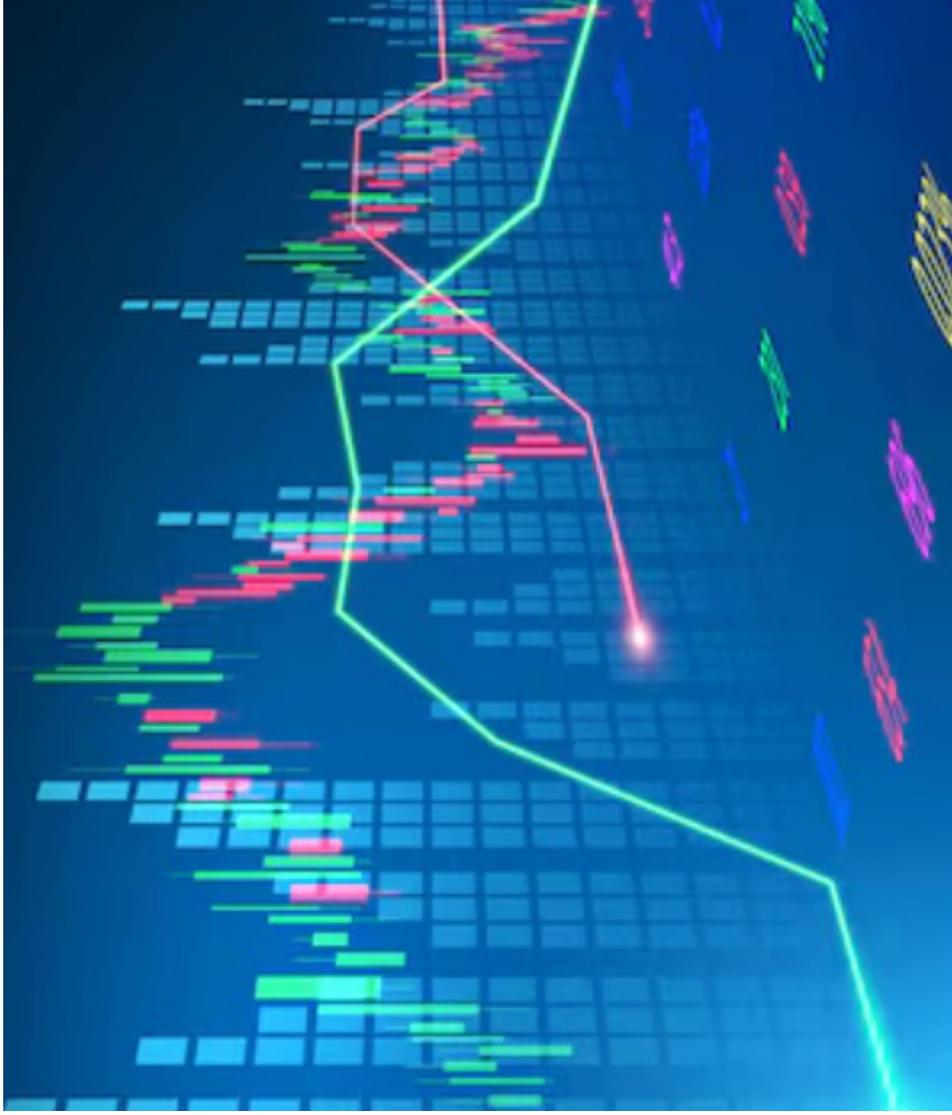
We Will Grow

When We Invest In Ourselves



NEBRASKA GSD

But That's Not Happening

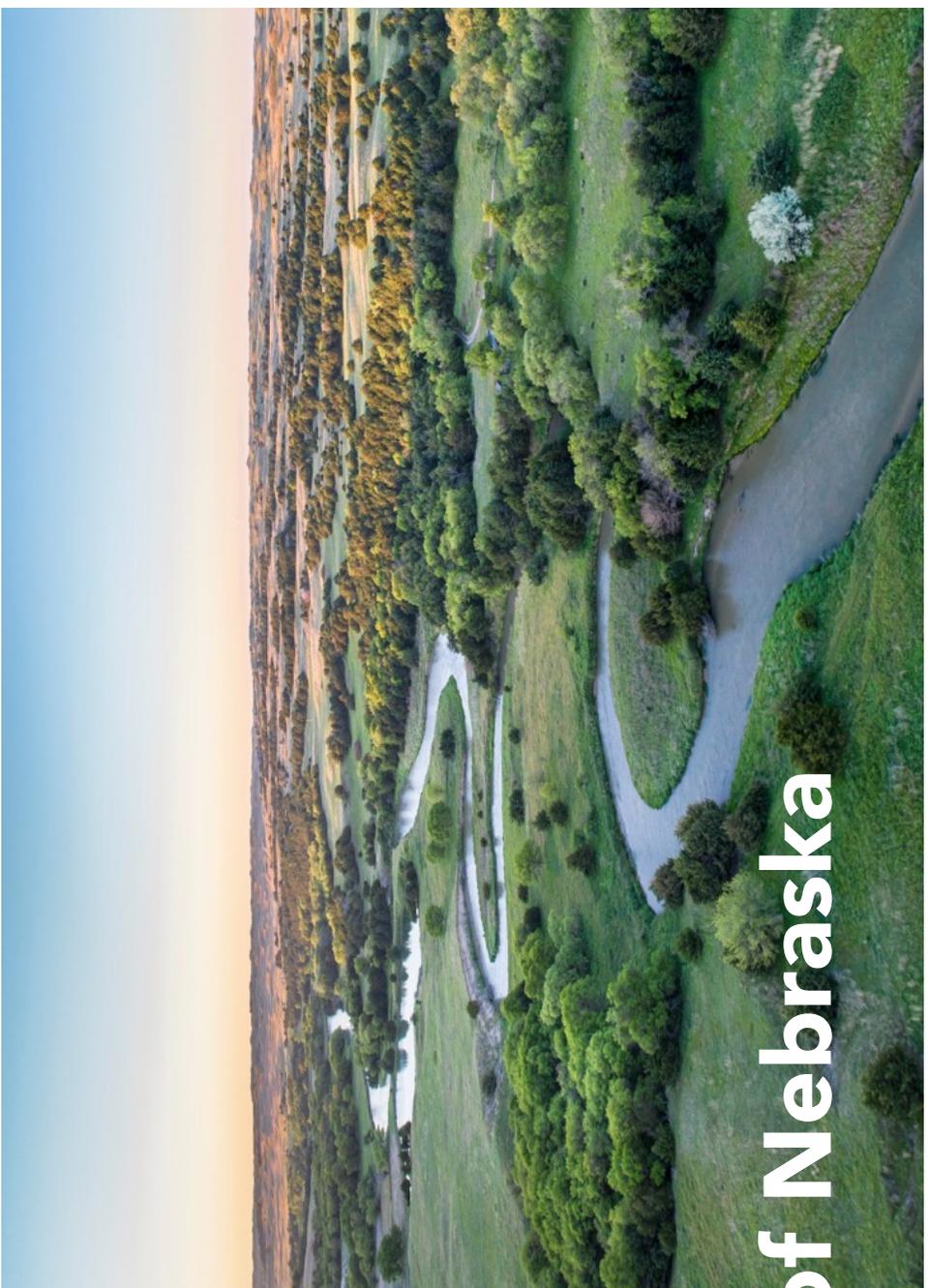
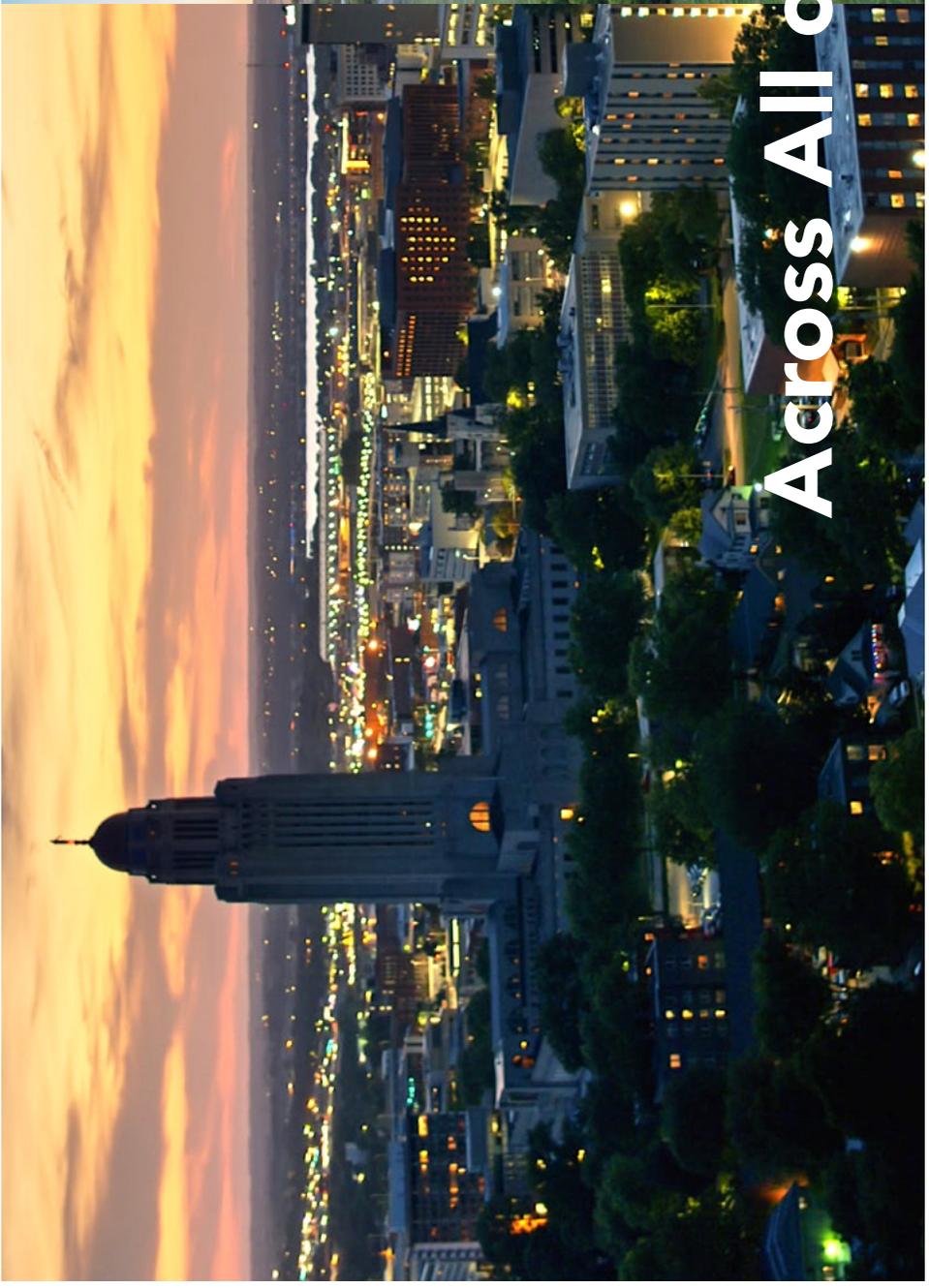


Nebraska's Economy is in Peril

- GDP declined -6.1% in Q1 2025
- -26% decline farm income in 2026
- Lost wages amounts to \$11 billion
- Unrealized income tax revenue \$700 million
- 38th of 49 other states Personal Income Growth
- Competing states are focusing on growth policies

NEBRASKA *GSD*

It's Time To GET STUFF DONE



Across All of Nebraska

NEBRASKA GSD



GET STUFF DONE

HERE'S HOW:

ROADMAP local competitive advantages

AUGMENT limited local funds

LEVERAGE local competitive advantages

EXPERTISE from the **NEGSD** team





Julie Bushell

Julie is an expert in rural economic development. Her career spans agriculture, technology and policy and includes growing Ethos Connected into the nation's largest IoT network and full-suite solution provider dedicated to natural conservation resource conservation, full-value agriculture and bioeconomy revitalization. This, in addition to leadership roles at Global Sustainability Partners (GSD), the Rural Frontier Foundation, AgBio 1867 and VeriAg, means an immense amount of wealth creation and development is just a conversation away for local stakeholders.



Ron Tillery

Ron has been an economic development leader in Nebraska for more than three decades. During his career, he has spearheaded transformative initiatives that generated millions of dollars of investment, thousands of jobs and enhanced the richness of living conditions in communities across the state. He is a co-founder of the Kearney Area Ag Producers Alliance and has been instrumental in recruiting major investments in biofuels, sustainable aviation fuels, poultry processing, dairies and other bio economy projects.



Andy Berke

Andy has a career of service spanning elected leadership roles including Tennessee State Senator and Mayor of Chattanooga, as well as roles at US Dept of Agriculture's Rural Utilities Service and the US Dept of Commerce. Andy brings first-hand, boots-on-the-ground knowledge to forging public-private partnerships, energy projects, telecom and operations. And, as a University of Chicago-trained lawyer, Andy ensures all the i's are dotted.



Julie Shiller

A rural Nebraska native, Julie's career has been in service of Nebraska communities big and small. With 8 years as the VP/Chief of Staff of the Aksarben Foundation, Julie worked to both recognize the many strengths across the state through community grants, family farm program, scholarships and internships raise awareness of Nebraska's troublesome economic trends and to support solutions to economic challenges from Colorado to Council Bluffs.

NebraskaGSD's Professional Team





Kearney

COMMUNITY CORE SERVICES:

- **Business Climate Inventory and Road Mapping
With Agriculture & Natural Resources
Maximization Strategy**

NEBRASKA 



Ashland

COMMUNITY CORE SERVICES:

- Business Climate Inventory and Road Mapping
With Agriculture & Natural Resources
Maximization Strategy
- Branding, and Logo Development
- Econ Dev Website & Hosting
 - Social Media Channels & Publicity Strategy

NEBRASKA GSD

GSD

COMMUNITY CORE SERVICES:

- Business Climate Inventory and Road Mapping
With Agriculture & Natural Resources
Maximization Strategy
- Branding, and Logo Development
- Econ Dev Website & Hosting
 - Social Media Channels & Publicity Strategy
- Business Development & Attraction Strategy
- Business & Industry Lead Generation Conferences

Scottsbluff

NEBRASKA GSD



GSD

Minden

COMMUNITY CORE SERVICES:

- Business Climate Inventory and Road Mapping
With Agriculture & Natural Resources
Maximization Strategy
- Branding, and Logo Development
- Econ Dev Website & Hosting
 - Social Media Channels & Publicity Strategy
- Business Development & Attraction Strategy
- **Business & Industry Lead Generation Conferences**
- Community Preparedness Consulting
- Leadership Development Conferences
- NEGSD Newsletter, Trends and Market Updates



NEBRASKA GSD



GSD

Sidney

OPTIONAL SERVICES (a la carte)

- Talent Development, Retention and Attraction Strategies – Axios Workforce & Career Dev.*

* Requires Local School Participation



NEBRASKA GSD



OPTIONAL SERVICES (a la carte)

- Talent Development, Retention and Attraction Strategies – Axios Workforce & Career Dev.*
- Local Econ. Development Funding Evaluation
 - Design & Implement Local Funding Campaign
 - Identify State, Local, Federal Funding Sources

* Requires Local School Participation

NEBRASKA GSD



OPTIONAL SERVICES (a la carte)

- Talent Development, Retention and Attraction Strategies – Axios Workforce & Career Dev.*
- Local Econ Dev Support and Funding Evaluation
 - Design & Implement Local Funding Campaign
 - Identify State, Local, Federal Funding Sources
- Local LB840 Evaluation
 - Design & Adopt Local Economic Development and Funding Campaign

* Requires Local School Participation



GSD

Falls City

COMMUNITY MEMBERSHIP

Annual Core Services Fee Breakdown:

<u>Population</u>	<u>Sponsor</u>	<u>Community</u>	<u>Total Value</u>
<1,000	\$48,000	\$2,000	\$50,000
<5,000	\$46,000	\$4,000	\$50,000
<10,000	\$45,000	\$5,000	\$50,000
<25,000	\$43,000	\$7,000	\$50,000
<50,000	\$41,000	\$9,000	\$50,000
>50,001	\$35,000	\$15,000	\$50,000

Optional Service Fees TBD

The logo for Nebraska GSD, featuring the word "NEBRASKA" in a bold, blue, sans-serif font, followed by "GSD" in a larger, bold, blue, sans-serif font. A green swoosh underline is positioned beneath the "GSD" text.



Valentine

WHEN CAN WE GET STARTED? RIGHT NOW!

NebraskaGSD is accepting applications now to begin community road mapping starting in Q1 2026.

Limited number of communities will be accepted in year one.

402.203.3647

Grow@GSDPartnership.com

NEBRASKA GSD

NEBRASKA GSD



Nebraska's Catalyst For Growth

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Street

Staff: Chris Klahn

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Hearing for Upper Room Brewery LLC Liquor License and Provide Recommendation

Description:

Per State Statute, the City is required to hold a hearing for a new liquor license. The Upper Room Brewery LLC will be opening the 52 Taphouse at 345 N. Colorado, Suite 1. The City is to provide a recommendation of approval or not to the Liquor Commission.

Staff Recommendation:

Recommend Approval

Motion:

I motion to recommend approving the Class C Liquor License and Growler Secondary License for the Upper Room Brewery LLC dba 52 Taphouse to the Nebraska Liquor Control Commission.

NOTICE OF LIQUOR LICENSE

NOTICE OF PUBLIC HEARING ON APPLICATION OF Upper Room Brewery LLC dba 52 Taphouse FOR A LIQUOR LICENSE.

Notice is hereby given that Upper Room Brewery dba 52 Taphouse, 345 N. Colorado Ave, Suite 1, Minden, NE 68959 has filed an application with the Nebraska Liquor Control Commission for the issuance of a Class C Beer, Wine, Spirits On and Off Sale Liquor License and a Growler Secondary License.

The City of Minden City Council will hold a public hearing concerning the issuance of said licenses on December 1, 2025 at 6:00 p.m. at City Hall, 325 N. Colorado Ave, Minden, NE 68959.

All persons desiring to give evidence verbally or by affidavit in support of or in protest against the issuance of said license may do so at the time of the hearing.

Abbey Jordan
City Clerk



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 133147

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2025-10-30

SECONDARY LICENSE(S)

NAME

DESCRIPTION

Growler (Secondary License)

A Growler (Secondary License) is allowed with a Class C license. Sanitary containers purchased by the customer from the Licensee or exchanged for containers previously purchased by the customer from the Licensee. Containers shall prominently display the Premise name or logo or some marking that is unique and identifiable with the Premise. Licensee must provide a dated receipt and the container must be sealed. Containers shall hold no more than 64 ounces.

LICENSEE

UPPER ROOM BREWERY LLC

LICENSEE TYPE

Corporation

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Bar/Lounge (on prem)

PREMISES NAME

52 Taphouse

OPERATOR

Michael Freitag

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Lease

EXPIRATION DATE

2028-02-28

PHYSICAL ADDRESS

345 N Colorado Ave, Suite 1
Minden, NE 68959

MAILING ADDRESS

CONTACT NAME

Michael Freitag

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(308) 455-0982

ALTERNATE PHONE

FAX

EMAIL

upperroombrewery@gmail.com

PREMISES MANAGER

Michael Freitag

PREMISES MANAGER EMAIL

upperroombrewery@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY §53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution. List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE: NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

No

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

L76, W21

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

L28, W21

4. Will a basement be used for alcoholic storage or sale?

No

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

2 Floors. 1st Floor only for liquor license.

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

No

9. What date do you intend to open for business?

Dec 15, 2025

10 What are the anticipated hours of operation?

4pm - 10pm, Tuesday-Saturday

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Minden Investment Club, LLC

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

First National Bank of Omaha

-Michael Freitag

-Amy Freitag

-Dustin Favinger

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Owner/Brewer/Bartender at Upper Room Brewery

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

No

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

123962

123999

Upper Room Brewery, LLC
1540 W 56th St., Ste. D
Kearney, NE 68845

20 Has the premises location been previously licensed within the last 2 years?

No

21 Are you applying for a Temporary Operating Permit?

No

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Michael Freitag

25 What is the manager's address?

1105 W 45th Street Pl, Kearney, NE 68845

26 What is the manager's phone number?

308.455.0982

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Buffalo

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

upperroombrewery@gmail.com

29 Is the manager married?

Yes

Amy Freitag (afretiag825@proton.me)

Secondary License: Growler (Secondary License)

1. A Growler (Secondary License) is allowed with a Class C license. Sanitary containers purchased by the customer from the Licensee or exchanged for containers previously purchased by the customer from the Licensee. Containers shall prominently display the Premise name or logo or some marking that is unique and identifiable with the Premise. Licensee must provide a dated receipt and the container must be sealed. Containers shall hold no more than 64 ounces.

Can you meet the above specifications?

Yes

(document uploaded)

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Lease / Deed / Purchase Agreement	Commercial Lease - Upper Room Brewery Minden, NE.pdf	
Premises Description & Diagram	Taproom Sketch.jpeg	
Logo (Entertainment, Pedal Pub, Growler)	52 Taphouse FINAL.pdf	
Business Plan	URB Business Plan.pdf	
Privacy Act Statement	Michel Privacy Act.pdf	
Privacy Act Statement	Amy Privacy Act.pdf	
Corporation/LLC Structure	Certificate of Organization - 52 Taphouse, L.L.C. (Filed 10.16.24).pdf	
Corporation/LLC Structure	Operating Agreement (signed).pdf	

APPLICANT

Michael Freitag

DECLARATION

I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Administration

Staff: Larry Evans

Meeting: Dec 1, 2025

AGENDA ITEM SUMMARY SHEET

Condemnation Hearing—SW Corner of Colorado & Hwy 6/34

Description:

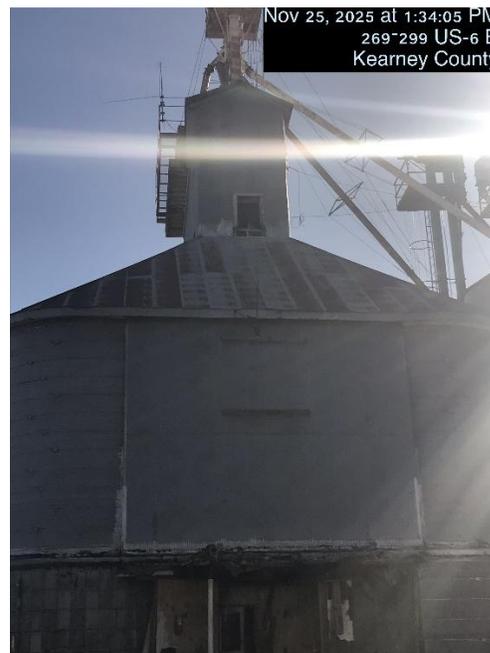
The buildings owned by Uptown Grain, L.L.C. located at the SW Corner of Colorado Avenue and Highways 6/34 are dilapidated and deteriorating.

City Code Sec. 14-211 discusses the authority and procedures to condemn unsafe buildings. The condemnation process would require the owners to make the repairs or demolish the building depending on the Council's wishes.

At the November 3, 2025 City Council meeting, a hearing was set for December 1, 2025. The pictures provided are from Nov 25, 2025 showing the deterioration of the buildings.

Motion:

No action to be taken. (Action can be taken on the next agenda item).



City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Nov 25, 2025 at 1:34:18 PM
269°299 US-6 E
Kearney County



Nov 25, 2025 at 1:34:24 PM
269°299 US-6 E
Kearney County



Nov 25, 2025 at 1:35:02 PM
199°247 US-6 E
Kearney County



Nov 25, 2025 at 1:35:10 PM
199°247 US-6 E
Kearney County

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



November 3, 2025

NOTICE OF HEARING

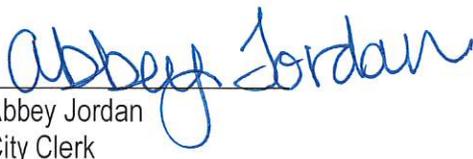
To: Any person or persons having interest in the property located at the SW corner of N. Colorado Ave and Hwy 6/34 or also known as parcel 0004061.01 owned by Uptown Grain, L.L.C.

Notice is hereby given that the Mayor and Council of the City of Minden, Nebraska have set a hearing date of **Monday, December 1, 2025 at 6:00 p.m.** local time in the City Council Chambers, 325 N. Colorado Avenue, Minden, NE 68959 for the consideration of declaring the following described a menace or the condemnation thereof:

A tract of land being described as the Northerly 110.0 feet of the Burlington Northern and Santa Fe Railway Company's 300 foot wide Station Ground Property at Minden, Nebraska being 150.0 feet wide on each side of said railway company's main track centerline as no located and constructed upon, over, and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 6 North, Range 14 West of the Sixth Principal Meridian, Kearney County, Nebraska, lying between two lines drawn parallel with and distant respectively 40.0 feet and 150.0 feet Northerly of, as measured at right angles from said main track centerline. Bounded on the West by a line drawn at right angles to said main track centerline distant 900.0 feet Westerly of the East Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet Northerly of said Main track centerline. Bounded on the East by the centerline of Colorado Avenue which is approximately 623 feet Westerly of the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet northerly of said main track centerline.

On account of said property being unsafe for the public interest, public health and for the public safety. At said hearing evidence shall be submitted for and against the necessity for the declaring of said property as a menace or the condemnation thereof. If it is found necessary for the safety of the public and the health of the citizens that any structure or property be condemned, the Mayor and Council shall make out an order to that effect, ordering the owner or occupants to remove, destroy, or otherwise repair such structure or building in order that it may be safe for the public and not injurious to the health of the community. Any such order shall specify the time in which it must be complied with, and in the case of failure to comply with the same by the owners or occupants, the City shall proceed to remove such nuisance and tax the cost thereof to the owners of the real estate.

City of Minden, Nebraska


Abbey Jordan
City Clerk

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Administration

Staff: Larry Evans

Meeting: Dec 1, 2025

AGENDA ITEM SUMMARY SHEET

Order of Condemnation

Description:

To condemn the building or any portion of it, the Council must issue an Order of Condemnation. The Order is to state the required course of action (demolition or repairs) and provide a timeframe. A sample Order of Condemnation is attached.

Staff Recommendation:

1. Condemn the buildings
2. Demolish the buildings with a deadline (specific date) given.
3. If the demolition isn't completed by the deadline given, then the City will demolish the buildings.

Motion:

I motion to condemn the Uptown Grain property at the SW corner of Colorado Avenue and Hwy 6/34 with the legal description as stated on the agenda,

- **Option 1**--requiring the buildings to be demolished by *(date)* _____ OR the City may proceed to demolish the buildings at the expiration of the _____ *(same date as above)* deadline.
- **Option 2**--the following repairs _____ to be completed by *(date)* _____ **OR (choose one below)**
 - the City may proceed to demolish the buildings at the expiration of the _____ *(same date as above)* deadline.
 - The City may proceed to make the repairs at the expiration of the _____ *(same date as above)* deadline and assess to the property.

Option 3—take no action and do not condemn the property.

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ORDER OF CONDEMNATION

Now on this **1st day of December 2025**, during the regular City Council Meeting, the review of the order of condemnation took place of the property located on:

A tract of land being described as the Northerly 110.0 feet of the Burlington Northern and Santa Fe Railway Company's 300 foot wide Station Ground Property at Minden, Nebraska being 150.0 feet wide on each side of said railway company's main track centerline as no located and constructed upon, over, and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 6 North, Range 14 West of the Sixth Principal Meridian, Kearney County, Nebraska, lying between two lines drawn parallel with and distant respectively 40.0 feet and 150.0 feet Northerly of, as measured at right angles from said main track centerline. Bounded on the West by a line drawn at right angles to said main track centerline distant 900.0 feet Westerly of the East Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet Northerly of said Main track centerline. Bounded on the East by the centerline of Colorado Avenue which is approximately 623 feet Westerly of the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet northerly of said main track centerline.

Discussion was had concerning the condition of the property at the above-captioned location. Evidence was submitted to the council concerning the condition of the property including the buildings at the above-captioned location. Pictures were presented to the Council and received as evidence by the Council. The Council then discussed the appropriate action to be taken with respect to the following described property:

A tract of land being described as the Northerly 110.0 feet of the Burlington Northern and Santa Fe Railway Company's 300 foot wide Station Ground Property at Minden, Nebraska being 150.0 feet wide on each side of said railway company's main track centerline as no located and constructed upon, over, and across the SW $\frac{1}{4}$ NW $\frac{1}{4}$ and NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 6 North, Range 14 West of the Sixth Principal Meridian, Kearney County, Nebraska, lying between two lines drawn parallel with and distant respectively 40.0 feet and 150.0 feet Northerly of, as measured at right angles from said main track centerline. Bounded on the West by a line drawn at right angles to said main track centerline distant 900.0 feet Westerly of the East Line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet Northerly of said Main track centerline. Bounded on the East by the centerline of Colorado Avenue which is approximately 623 feet Westerly of the East line of said SW $\frac{1}{4}$ NW $\frac{1}{4}$ as measured along a line drawn parallel with and 150.0 feet northerly of said main track centerline.

It was moved by _____ and seconded by _____ to condemn the building(s) on said property.

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The buildings are to be demolished and debris cleared and removed by (date) _____,
or the City will proceed to demolish the same at the expiration of the _____ (same date as above)
deadline.

OR

The following repairs must be made:

The repairs must be made and inspections conducted by (date) _____ or the
City may proceed to demolish the buildings at the expiration of the _____ (same date as above) deadline.

The Council voted in the affirmative to condemn the property by a vote of ___ ayes to condemn the property.

Dated this 1st day of December, 2025.

Larry Evans, Mayor

ATTEST:

Abbey Jordan, City Clerk

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Development Services

Staff: Justin Cline

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Review of Order of Condemnation and possible action

Property History:

- **July 21, 2025**—Set Date for Condemnation Hearing
- **August 18, 2025**
 - **Condemnation Hearing**
 - **ISSUED Order of Condemnation**--the Council voted to condemn the property at 358 S. Nance. Requiring repairs to be made to the Garage, repairs to be approved by the City's code enforcement officer; and inspections conducted by the City's code enforcement officer by November 17, 2025.

Other Notes:

- Cline has not had any conversation with Sowles or Baker concerning the property.
- Jordan spoke on the phone with Baker as she was requesting more time to get the repairs done. Baker was informed the council would discuss the property at the December 1, 2025 meeting.

Attached are pictures of the property as of 11/25/2025.

Options:

Option #1-- Rescind the 8-18-25 Order of Condemnation (The conditions of the Order have all been met)

- Motion: I motion to rescind the order of Condemnation for 358 S. Nance dated 8-18-25.

Option #2. Rescind the 8-18-25 Order of Condemnation AND Issue a NEW Order of Condemnation with a later date (conditions have not all been met and wish to provide more time)

- **Motion #1:** I motion to rescind the order of Condemnation for 358 S. Nance dated 8-18-25.
- **Motion #2:**
 - **REPAIRS:** I motion to Condemn the Property known as 358 S. Nance, requiring the following repairs to be made to the GARAGE: fix the framing on the west side (front), secure the east wall (back), replace the trusses, replace the roofing and shingles, and replace the siding. The repairs must be made, repairs must be approved by the City's code enforcement officer; and inspections conducted by the City's code enforcement officer by _____ (date).

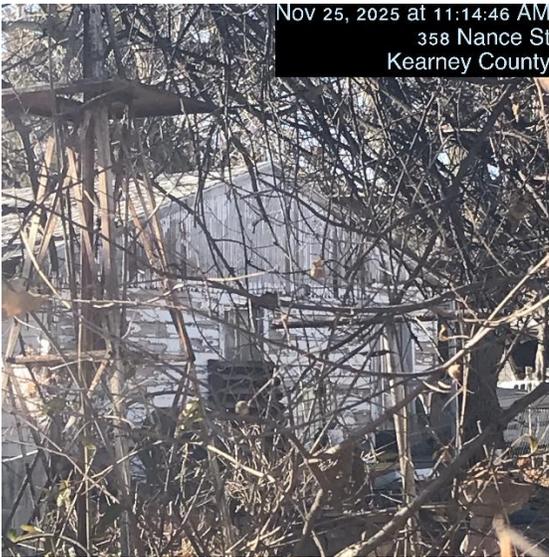
City of Minden

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- **OR REQUIRE DEMOLITION:** I motion to Condemn the Property known as 358 S. Nance, requiring the GARAGE to be demolished and debris to be removed by _____, 2025, or the City will proceed to demolish the buildings and remove debris at the expiration of the _____, 2025 date.



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ORDER OF CONDEMNATION

Now on this **18th day of August 2025**, during the regular City Council Meeting, the review of the order of condemnation took place of the property located on:

Lot A in NE ¼ 13-6-15 Hayes Subdivision, Minden, Kearney County, Nebraska.

Discussion was had concerning the condition of the property at the above-captioned location. Evidence was submitted to the council concerning the condition of the property including the buildings at the above-captioned location. Pictures were presented to the Council and received as evidence by the Council. The Council then discussed the appropriate action to be taken with respect to the following described property:

Lot A in NE ¼ 13-6-15 Hayes Subdivision, Minden, Kearney County, Nebraska.

It was moved by Sumstine and seconded by Bunger to condemn the garage on said property.

The following repairs must be made to the GARAGE:

1. Fix the framing on the west side (front)
2. Secure the east wall (back)
3. Replace the trusses
4. Replace the roofing and shingles
5. Replace siding

The repairs must be made, repairs must be approved by the City's code enforcement officer; and inspections conducted by the City's code enforcement officer by November 17, 2025.

The Council voted in the affirmative to condemn the property by a vote of 4 ayes to condemn the property.

Dated this 18th day of August, 2025.


Larry Evans, Mayor

ATTEST:


Abbey Jordan, City Clerk

City of

Potential RESCINDING of current Order of Condemnation

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



RESCINDING the ORDER of CONDEMNATION

Now on this **1st day of December, 2025**, during the regular City Council Meeting, the review of the order of condemnation took place of the property located on:

The West 120' of Lot A in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirteen (13), in Township Six (6) North, of Range fifteen (15), West of the 6th P.M., in Kearney County, Nebraska, as shown by a plat in plat Book 1, Page 177 more particularly described as commencing in the Southwest corner of Lot Seven (7), in Block Ten (10) of Pearson's Addition to Minden, Nebraska, thence East 120 feet to the alley in said block 10, thence South at right angle 132 feet, thence West at right angles 120 feet, thence North at right angles 132 feet to the place of beginning.

On August 18, 2025, the City Council had ordered the following: **The garage was to be repaired, repairs must be approved by the City's code enforcement officer; and inspections conducted by the City's code enforcement officer by November 17, 2025.**

It was moved by _____ and seconded by _____ to **RESCIND the ORDER of CONDEMNATION** on the West 120' of Lot A in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirteen (13), in Township Six (6) North, of Range fifteen (15), West of the 6th P.M., in Kearney County, Nebraska, as shown by a plat in plat Book 1, Page 177 more particularly described as commencing in the Southwest corner of Lot Seven (7), in Block Ten (10) of Pearson's Addition to Minden, Nebraska, thence East 120 feet to the alley in said block 10, thence South at right angle 132 feet, thence West at right angles 120 feet, thence North at right angles 132 feet to the place of beginning.

The Council voted in the affirmative to rescind the condemnation of the property by a vote of _____ ayes to rescind the condemnation on the property.

Dated this 1st day of December, 2025.

Larry Evans, Mayor

ATTEST:

Abbey Jordan, City Clerk

Potential NEW Order of Condemnation

City of Minden

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ORDER OF CONDEMNATION

Now on this **1st day of December 2025**, during the regular City Council Meeting, the review of the order of condemnation took place of the property located on:

The West 120' of Lot A in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirteen (13), in Township Six (6) North, of Range fifteen (15), West of the 6th P.M., in Kearney County, Nebraska, as shown by a plat in plat Book 1, Page 177 more particularly described as commencing in the Southwest corner of Lot Seven (7), in Block Ten (10) of Pearson's Addition to Minden, Nebraska, thence East 120 feet to the alley in said block 10, thence South at right angle 132 feet, thence West at right angles 120 feet, thence North at right angles 132 feet to the place of beginning.

Discussion was had concerning the condition of the property at the above-captioned location. Evidence was submitted to the council concerning the condition of the property including the buildings at the above-captioned location. Pictures were presented to the Council and received as evidence by the Council. The Council then discussed the appropriate action to be taken with respect to the following described property:

The West 120' of Lot A in the Northeast Quarter of the Northeast Quarter (NE1/4NE1/4) of Section Thirteen (13), in Township Six (6) North, of Range fifteen (15), West of the 6th P.M., in Kearney County, Nebraska, as shown by a plat in plat Book 1, Page 177 more particularly described as commencing in the Southwest corner of Lot Seven (7), in Block Ten (10) of Pearson's Addition to Minden, Nebraska, thence East 120 feet to the alley in said block 10, thence South at right angle 132 feet, thence West at right angles 120 feet, thence North at right angles 132 feet to the place of beginning.

It was moved by _____ and seconded by _____ to condemn the garage on said property.

(see next page for options)

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REPAIRS: The following repairs must be made to the GARAGE:

1. Fix the framing on the west side (front)
2. Secure the east wall (back)
3. Replace the trusses
4. Replace the roofing and shingles
5. Replace siding

The repairs must be made, repairs must be approved by the City’s code enforcement officer; and inspections conducted by the City’s code enforcement officer by November 17, 2025.

OR REPAIRS AND DEMO: The following repairs must be made to the GARAGE:

1. Fix the framing on the west side (front)
2. Secure the east wall (back)
3. Replace the trusses
4. Replace the roofing and shingles
5. Replace siding

The repairs must be made, repairs must be approved by the City’s code enforcement officer; and inspections conducted by the City’s code enforcement officer by November 17, 2025, or the City will proceed to demolish the buildings and remove debris at the expiration of the _____, 2025 date.

OR DEMO: The GARAGE is to be demolished and debris cleared and removed by (date) _____, or the City will proceed to demolish the same at the expiration of the _____ (same date as above) deadline.

The Council voted in the affirmative to condemn the property by a vote of ___ ayes to condemn the property.

Dated this 1st day of December, 2025.

Larry Evans, Mayor

ATTEST:

Abbey Jordan, City Clerk

Provided by
Michelle Baker
12-1-25

Council Members, I ask that you please not read this outloud at the city meeting as it has some personal information that I don't want out in the public, mainly concerning my girl and mom.

I apologize for not making the deadline, I was not able. I am overwhelmed, worried, stressed, sad, and more.., but definately I am embarrassed and feel the weight of my whole world right now.

I hope for your understanding and pray I will, in the end, no longer be an issue.

P.S. (Please excuse my terrible handwriting and poor grammar.)

Dear council members,

El am again writting you to plead to save my garage at 358 Nance Ave.

Regretfully, el was unable to complete all that was listed at the last meeting as el agreed. Please oh please allow me some more time to finish fixing it, el have had an avalanche of troubles raining down on me lately, and all at once and it has hindered my garage project. El have been frequently stressing and brought to tears at the thought of not making the deadline and potentially losing my garage. Prior to last meeting el had been working hard to save up, purchase tools and supplies to make needed repairs and spruce up the appearance of my home, garage, and property. ~~and~~ was so close to reaching my goal, and was super excited and proud for what el had, and was going to accomplish. Fate, unfortunately, has not been very friendly to me.

Directly after el took full ownership of my property many heavy, emotionally challenging events have taken place.

1. The school reports to me that my sweet baby, my daughter Alessandra (12yo), has thoughts of suicide and el began looking for resources to help her return

to her happy wonderful self. This alone, along with work and daily life requires lots of time and attention. I hope we can unbreak my baby's heart somehow...

Along with this I have had so much trouble with the lack of help that I have had to do any repairs and clean up by myself. I believe I can do it, it is just a little difficult to accomplish alone. The 4 different people / teams of construction field-workers all bailed on me after one short day if they showed at all. My friends, my family, and acquaintances all bailed on me or never showed as well. Quite frankly, I am feeling very hopeless and sad myself, abandoned and alone in my times of need. If there is one thing I've learned well from this, it is that I need to focus more on helping and bettering me and my world a lot more and stop helping others so much, as it does not ever pan out for me in the end, or especially when I really need someone.

As well as that and those things, a former friend of ours started stealing my things!

Parts for my Jeep, lumber and ~~the~~ supplies I got to work on my home? ^{Car} and now I am even further from saving my garage, fixing my Jeep, or making other goals I was or have been working towards.

this same former friend. I am going to the courthouse first thing Tuesday to get a protection order regarding this same person for harassment and threatening myself and my daughter. This man that took my ~~things~~ ^{things} knows the things that would be most damaging, and is actively making attempts to disrupt and hinder in my life.

My mom just turned 87 on Thanksgiving, and she has Dementia and I want and need to spend more time with her.

My boyfriend's mother spent Thanksgiving in Kearney Regional Hospital due to a hemorrhage.

I do not have a working, reliable vehicle and that makes it so very hard because I can't get to work without having to rely on my boyfriend, who will be late to his own funeral.

These are just a few examples of my astonishing unlucky world, there are a few more, but I don't want to take up too much of your time with my sad and embarrassing story.

I tell you what, if I could afford to hire a professional company, I would, but I can not any time soon.

I am sorry I didn't meet the deadline.
I did try. I am trying. I want it done
as quickly as possible so that weight is lifted.

I need my garage for storage and to eventually
have my workshop where I intend to build, remake, and
renew many beautiful, fun, and interesting things. It's
a small part of my life's goal/dream.

I have been hauling off the yard waste as the daylight
I have left after work and appointments. (The pickup I
borrowed doesn't have tail lights)

I have taken down the lean-to, removed the pile of
siding from the yard and the boat trailer.

I have replaced siding on the front of the garage and
mounted the door.

I have replaced some of the trusses and reinforced the
back wall, and am still, carefully moving along as quickly
as my time and money allows with having to replace
some tools and screws and boards that were stolen.

I need to finish the trusses and do the roof, then
I also intend to paint the entire garage.

I still have limbs that I will haul off and my
Jeep that I need to replace the front differential &
driveshaft on. And get new bags I just noticed. (Sorry)

The roof I was going on my house will have to wait until spring.

I never got to the point to have anything inspected yet, but will when I finish a portion and I am able to lock up the garage.

Thank you for your time and consideration.

Michelle Baker

358 Nance Ave.

308-830-5819

And last night my boyfriend of 8 years / friend for 20y dumped me for being confused about his facial expression!

Please have mercy, I'm beat down by life right now.

City of Minden

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www.MindenNebraska.org



Department: Light

Staff: Michael Krings

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Approval of Well Installation Project with NPPD

Description:

For NPPD's portion of the well project at Minden West Estates, they will install a single phase primary to the location of the well, the installation of a pad mount transformer and also a circuit for a street lamp to be located at the parking lot and mailboxes north of the pond.

Staff Recommendation

Recommend Approval

Motion

I motion to approve NPPD Project #5534967 in the amount of \$22, 727.89 for MWE II well and streetlight electrical.

PROJECT APPROVAL DOCUMENT
FOR APPROVAL OF ACTIVITIES FOR PROJECTS EXCEEDING \$10,000

Project Name: Minden West Estates II Well
Order #: 5534967

- I. Scope of Project:** Extend single phase primary URD to 25KVA pad mount transformer for 200A well service. Install streetlight circuit for new light that will be installed by the city at the cluster mailboxes.
- II. Project Justification:** New well and streetlight that will be installed at MWE II

III. Project Schedule: Fall/Winter 2025

IV. Estimated Project Costs:

Material: 13810.79

Labor: 6717.71

Trucks: 2199.40

Total: \$22,727.89

Estimated costs do not include trench & conduit.

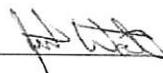
V. Approval/Disapproval

The undersigned representative(s) of the City of Minden and Nebraska Public Power District APPROVE/DISAPPROVE (circle one) the above-described project expenditures.

City of Minden

Nebraska Public Power District

(Name)



(Name)

(Title)

Distribution Supervisor

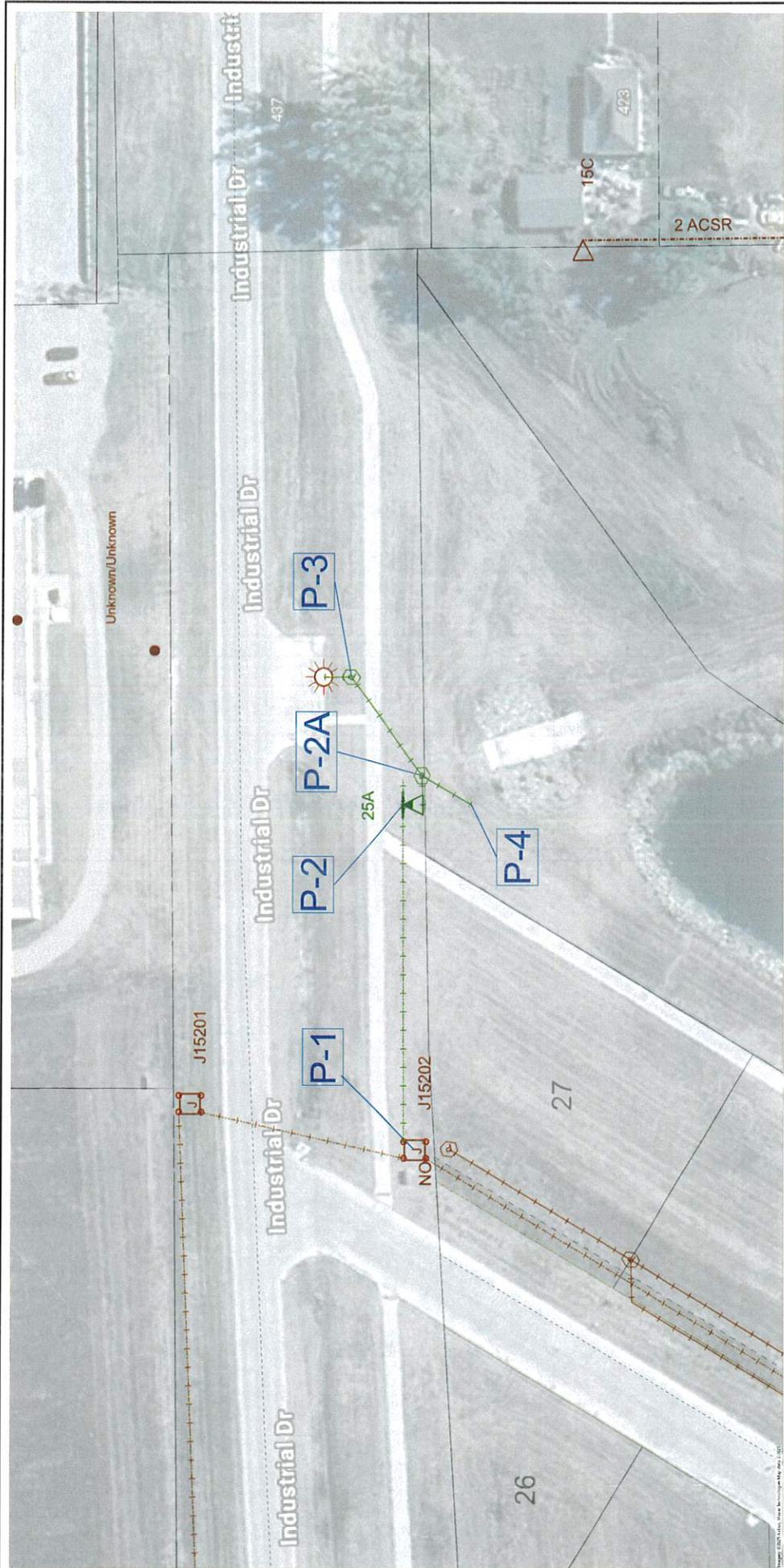
(Title)

Date: _____

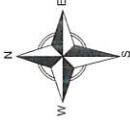
Date: 11-14-25

- VI.** Upon the approval of the above-described project by both parties, this project will be performed in accordance with the terms and provisions of the Electric System Operation Agreement executed by Nebraska Public Power District and City of Minden.

*Send original to Lori Richter (Contracts & Analysis Dept), YOC;
CC: Judy Zimmerer, NOC and Account Manager



Designer:	Design Date:
Approved By:	Approved Date:
As Built By:	As Built Date:
Date:	Page:
	11/13/2025
	1


 MWE II WELL
 INDUSTRIAL DR. & OAK ST
 MINDEN


 Nebraska Public Power District
 Always there when you need us

5534967

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Street

Staff: Chris Klahn

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

2026 Maintenance Agreement with the State of Nebraska

Description:

The City and State of Nebraska have annually renewed the maintenance agreement for highway maintenance and snow removal.

1. The State is responsible for 6.54 miles of highway surface maintenance as shown on "Attachment C" of the agreement. The State pays the City \$13,668.60 to handle the maintenance of these miles.
2. The City is responsible for snow removal on 10.22 miles of highways within City limits. The City owes the state \$15,023.400 for this.
3. In the end, the City owes the State \$1,354.80.

Prior History

- **2026** City to pay state \$1,338.40 (after end of 2025)
- 2025 State paid city \$3,308 for 2024 maintenance/snow removal
- 2024 State paid city \$3,308 for 2023 maintenance/snow removal
- 2023 State paid city \$3,308 for 2022 maintenance/snow removal
- 2022 State paid city \$3,308 for 2021 maintenance/snow removal
- 2021 State paid city \$3,308 for 2020 maintenance/snow removal
- 2020 State paid city \$790.10 for 2019 maintenance/snow removal

Staff Recommendation:

Recommend Approval

Motion:

I motion to approve the 2026 Maintenance Agreement with the State of Nebraska for Highway Surface Maintenance and Snow Removal during Jan 1-Dec 31, 2026.



AGREEMENT RENEWAL

Maintenance Agreement No. 38
Maintenance Agreement between the Nebraska Department of Transportation and the
Municipality of Minden
Municipal Extensions in Minden

We hereby agree that Maintenance Agreement No. 38 described above be renewed for the period January 1, 2026, to December 31, 2026.

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 _____ Minden _____

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

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY

Municipal extensions and connecting links

(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u>	<u>2nd Class</u> <u>Cities & Villages</u>
Surface Maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances (Including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

<u>Maintenance Operation</u> Neb. Rev. Stat. § 39-1339	<u>Metropolitan</u> <u>Cities</u> <u>(Omaha)</u>	<u>Primary</u> <u>Cities</u> <u>(Lincoln)</u>	<u>1st Class</u> <u>Cities</u> <u>> 40,000</u>	<u>1st Class</u> <u>Cities</u> <u>< 40,000</u>	<u>2nd Class</u> <u>Cities</u>
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting not referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department



Good Life. Great Journey.

DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: MINDEN

Date: 11/12/25

Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 6.54 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of \$2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

$$6.54 \text{ lane miles} \times \$2,090.00 \text{ per lane mile} = \$13,668.60.$$

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 \$1,470.00 per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

$$10.22 \text{ lane miles} \times \$1,470.00 \text{ per lane mile} = \$15,023.40$$

Other (*Explain*)

The State pays the City \$13,668.60
The City pays the State \$15,023.40

$$\$15,023.40 - \$13,668.60 = \$1,354.80 \text{ (Due the State)}$$

ATTACHMENT "C"

City of MINDEN

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	<u>RESPONSIBILITY</u> STATE	CITY
W. City Limits to Begin Divided Highway	6	180.82	180.88	0.06		2	0.12	0.12	
Begin Divided Hwy to E. City Limits	6	180.88	181.88	1.00		4	4.00	2.00	2.00
S. City Limits to N. City Limits	10	33.79	35.47	1.68		3	5.04	3.36	1.68
Jct.N-10 to E. City Limits	74	0.00	0.53	0.53		2	1.06	1.06	
Total Lane Miles				3.27			10.22	6.54	3.68

City of Minden

P.O. Box 239, 325 N. Colorado
Minden, Nebraska 68959

phone 308.832.1820
fax 308.832.1949
www.MindenNebraska.org



Department: Admin

Staff: Michael Krings

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Approval of Ordinance 1312--Adding Chapter 70 Article V, Sections 70-90 to 70-92, Lightweight E-Scooter, E-bikes and Hoverboards

Description:

At a previous council meeting we discussed E-bikes, UTV's, ATV's and Golf Carts on City streets and sidewalks. We decided it was best to separate out E-bikes to be considered individually.

Motion 1:

I motion to approve Ordinance 1312 adding Chapter 70, Article V Lightweight E-Scooter, E-Bike, and Hoverboard usage on public property to the Minden Municipal Code.

OPTIONAL Motion 2:

I motion to waive the three readings of Ordinance No. 1312.

OPTIONAL Motion 3:

I motion to adopt Ordinance No. 1312 by title. (Then read the first paragraph of the ordinance.)

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ORDINANCE NO. 1312

AN ORDINANCE TO AMEND CHAPTER 70 BY ADDING ARTICLE V, LIGHTWEIGHT E-SCOOTER, E-BIKE AND HOVERBOARD USAGE ON PUBLIC PROPERTY TO THE MUNICIPAL CODE OF MINDEN, KEARNEY COUNTY, NEBRASKA:

Passed and approved this _____ day of _____, 2025.

Larry Evans, Mayor

ATTEST:

Abbey Jordan, City Clerk

(SEAL)

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ORDINANCE NO. 1312

AN ORDINANCE TO AMEND CHAPTER 70 BY ADDING ARTICLE V, LIGHTWEIGHT E-SCOOTER, E-BIKE AND HOVERBOARD USAGE ON PUBLIC PROPERTY TO THE MUNICIPAL CODE OF MINDEN, KEARNEY COUNTY, NEBRASKA:

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MINDEN, KEARNEY COUNTY, NEBRASKA.

Section 1. That Article V., and Sections 70-90 through 70-92 – LIGHTWEIGHT E-SCOOTER, E-BIKE AND HOVERBOARD USAGE ON PUBLIC PROPERTY be added to the Municipal Code of the City of Minden, Kearney County, Nebraska, the same to read as follows:

ARTICLE V. - LIGHTWEIGHT E-SCOOTER, E-BIKE AND HOVERBOARD USAGE ON PUBLIC PROPERTY

Section 70-90. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Business District: the entirety of the area running north-to-south from the north side of 5th Street to the south side of 3rd Street, and running east-to-west from the east side of Minden Avenue to the west side of Colorado Avenue, and all those buildings and storefronts, roadways, sidewalks, green spaces, and public areas or accessways therein, and all sidewalks and alleys immediately bordering or adjoining said streets in any direction.

Lightweight E-Scooter: propelled by an electronic or gas motor, stand on deck, with handlebars, two to three wheels, 12" or smaller wheels.

Hoverboard: Self-balancing single- or double-wheel electronic board scooter or electric skateboard.

E-bike: Propelled by electronic or gas motor, fully operative pedals for human propulsion, capable of exceeding 15 miles per hour, two to three wheels.

Electric Personal Assistive Mobility Device: Any motorized wheelchair or other self-balancing, two-non-tandem-wheeled device designed to transport only one person, powered solely by such a propulsion system, not capable of exceeding 20 miles per hour on a level surface.

Section 70-91. Penalties for Violation of this Article.

Unless otherwise specifically stated, any person violating any of the provisions of this article shall be deemed guilty of an infraction and, upon conviction thereof, shall be fined in any sum not less than \$10.00 or exceeding \$50.00 for the first offense; not less than \$50.00 nor more than \$100.00 for the second offense and \$150.00 for the third offense or successive offenses.



Section 70-92. Regulations.

- (a) No person shall ride a lightweight e-scooter, e-bike, or hoverboard upon a roadway within the corporate limits or extraterritorial jurisdiction of the City of Minden in which the posted speed limit is greater than 25 miles per hour. Any person riding a lightweight e-scooter, e-bike, or one-wheeled scooter may cross such roadways at a marked intersection, obeying all posted signage and warnings and in accordance with all applicable laws.
- (b) No person shall ride a lightweight e-scooter, e-bike, or hoverboard within the Business District. No person shall be permitted to park, store, or otherwise leave unattended their lightweight e-scooter, e-bike, or hoverboard within the Business District. However, any such person is permitted to carry or walk alongside such lightweight e-scooter, e-bike, or hoverboard on the sidewalk located in the business district if such person is passing through the Business District to another area.
- (c) It shall be lawful for any person to operate an e-scooter, e-bike, or hoverboard on hike and bike trails, unless such activity is expressly prohibited by posted signage. Any person riding on such a hike and bike trail must travel at a speed deemed safe and reasonable, but in no event to exceed 25 miles per hour or the posted speed limit for the bordering street, if less than 25 miles per hour.
- (d) Any person operating a lightweight e-scooter, e-bike, or hoverboard shall obey all applicable Nebraska Statutes and local Ordinances, and the instruction of official traffic control signals, signs, and other control devices applicable to vehicles, unless otherwise directed by a law enforcement officer.
- (e) Any person operating a lightweight e-scooter, e-bike, or hoverboard upon a street shall clearly signal their intention for turning left and right by utilizing hand signals in a clear and visible manner. Such person shall ride as near to the right side of the street as practicable, exercising due care when passing a standing vehicle or pedestrian. In no event shall any person operating a lightweight e-scooter, e-bike, or hoverboard pass a vehicle which is moving in the same direction.
- (f) It shall be unlawful for any person to ride, use or operate any lightweight e-scooter, e-bike or hoverboard and attach such or themselves to any vehicle upon a street and no person shall hitch to or cling upon any vehicle which is in motion.
- (g) Any person operating an e-scooter, e-bike, or hoverboard shall be in compliance with all applicable helmet safety laws.
- (h) Any lightweight e-scooter, e-bike, or hoverboard being ridden at nighttime shall be equipped with a light on the front which shall emit a white light visible from a distance of a least five hundred (500) feet to the front on a clear night and with a red reflector on the rear which shall be visible on a clear night from all distances between one hundred (100) feet and six hundred (600) feet to the rear when directly in front of lawful lower beams of headlights on a motor vehicle. A light emitting a red light visible from a distance of five hundred (500) feet to the rear may be used in addition to such red reflector.
- (i) When riding a lightweight e-scooter, e-bike, or hoverboard on a sidewalk, hike and bike trail or other pedestrian walkway, the user shall yield the right of way to all pedestrians and give an audible signal

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before overtaking and passing such pedestrians. When three or more lightweight e-scooters, e-bikes, and or hoverboards ride in a group, such group must proceed in a single file so as not to impede others.

- (j) The operator of a lightweight e-scooter, e-bike, or hoverboard emerging from an alley, driveway, or building, shall upon approaching a sidewalk, or the sidewalk area extending across any alleyway, yield the right of way to all pedestrians approaching on the sidewalk or sidewalk area, and upon entering the roadway shall yield the right of way to all vehicles approaching on the roadway.
- (k) Any person operating an Electric Personal Assistive Mobility Device is exempt from the provisions of this section. This exemption applies to devices designed primarily for individuals with mobility impairments and operated in accordance with applicable state and federal accessibility laws and regulations.

Section 2. That any other ordinance or section passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions is hereby repealed.

Section 3. This ordinance shall be known as Ordinance No. 1312 and shall be in full force and effect from and after its passage, approval and publication according to law.

Passed and approved this _____ day of _____, 2025.

Larry Evans, Mayor

ATTEST:

Abbey Jordan, City Clerk

(SEAL)

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Department: Street

Staff: Michael Krings

Meeting: December 1, 2025

AGENDA ITEM SUMMARY SHEET

Approval of Agreement for Professional Services with Olsson

Description:

We have asked Olsson's to begin working on the engineering for the street improvements of Tower Ave from 5th Street to the BNSF railroad and 7th street from Brown to Tower. This will include some utility upgrades in that area as well. We have also included N. Nebraska from 7th Street to 8th Street in this project.

Staff Recommendation

Recommend Approval

Motion

I motion to approve an agreement with Olsson Associates for engineering services not to exceed \$68,300 for paving and utility improvements on 7th St from Brown Ave to Tower Ave, Tower Ave from 5th St to Railroad ROW, and Nebraska Ave from 7th St to 8th St.



LETTER AGREEMENT FOR PROFESSIONAL SERVICES

December 1, 2025

Mayor and City Council Members
Attn: Michael Krings (City Administrator)
325 North Colorado
P.O. Box 239
Minden, NE 68959-0239

Re: **LETTER AGREEMENT FOR PROFESSIONAL SERVICES**
Minden 7th Street, Tower Avenue, and Nebraska Avenue Paving and Utility
Improvements (the "Project")
7th Street from Brown Avenue to Tower Avenue, Tower Avenue from Railroad ROW
(north) to 5th Street, and Nebraska Avenue from 7th Street to 8th Street.

Dear Mayor and City Council Members:

It is our understanding that the City of Minden ("Client") requests Olsson, Inc. ("Olsson") to perform the services described herein pursuant to the terms of this Letter Agreement for Professional Services, any exhibits attached hereto and Olsson's General Provisions (all documents constitute and are referred to herein as the "Agreement") for the Project.

Olsson has acquainted itself with the information provided by Client relative to the Project and based upon such information offers to provide the services described below for the Project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. Client acknowledges that it has reviewed any exhibits attached hereto and the General Provisions, which are expressly made a part of and incorporated into the Agreement by this reference. In the event of any conflict or inconsistency between this Letter Agreement, and the General Provisions regarding the services to be performed by Olsson, the terms of the General Provisions shall take precedence.

Olsson shall provide the following services ("Scope of Services") to Client for the Project as more specifically described in "Scope of Services" attached hereto. Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: 2 weeks after receiving signed agreement
Anticipated Completion Date: 8 weeks after completed survey (ready to bid project)

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Client shall pay to Olsson for the performance of the Scope of Services, the actual hourly labor rates of personnel performing such services on the project times a factor of 3.085, and all actual reimbursable expenses in accordance with the Reimbursable Expense Schedule attached to this agreement. Olsson shall submit invoices on a monthly basis, and payment is due within 30 calendar days of invoice date.

Olsson's Scope of Services will be provided on a time-and-expense basis not to exceed \$68,300.00.

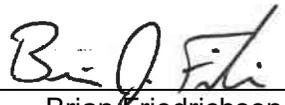
TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Michael Krings.

If this Agreement satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain one original for your files and return an executed original to Olsson via email: bfriedrichsen@olsson.com. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By 
Brian Friedrichsen

By 
Dave Ziska

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept the terms set forth herein, please sign:

CITY OF MINDEN

By _____
Signature

Print Name _____

Title _____

Dated _____

Attachments

Scope of Services

Reimbursable Expense Schedule

General Provisions

Exhibit A

SCOPE OF SERVICES

This exhibit is hereby attached to and made a part of the Letter Agreement for Professional Services dated December 1, 2025 between the City of Minden (“Client”) and Olsson, Inc. (“Olsson”) providing for professional services. Olsson’s Scope of Services for the Agreement is indicated below.

PROJECT DESCRIPTION AND LOCATION

Project will be located at: 7th Street from Brown Avenue to Tower Avenue, Tower Avenue from Railroad ROW (north) to 5th Street, and Nebraska Avenue from 7th Street to 8th Street

Project Description: Paving and utility improvements

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

DESIGN SERVICES

Phase 100 – Topographic Survey

Task 101 – Topographic Survey

Olsson shall complete a topographic survey of the area to use for design of the project. Topographic features shall be surveyed to create a surface represented by 1-foot contours. Improvements within the limits shall be located, including buildings (only the nearest corners and will include floor elevations), streets, fences, trees, utility structures, pipes, concrete surfaces, gravel surfaces, asphalt surfaces, trees, utility inverts, property corners along the route, and additional control points at the proposed Fill & Chill site. Cross sections at 50’ intervals of the street shall be completed along the project route. The topographic survey limits are shown in the attached Exhibit A.

A Utility-One-Call shall be made for the site. Utilities that are marked shall be located. Above ground visible utilities shall be located. Olsson is not responsible for underground utilities not marked by the utility locate, or underground structures or tanks that are not visible on the surface of the site. An attempt shall be made to obtain utility maps from the utilities listed on the Utility-One-Call. If maps are provided, those utilities shall be placed on the survey. Manholes shall have flow line elevations and pipe sizes identified.

Horizontal coordinate system will reference the Nebraska Kearney County LDP Coordinate System. Vertical datum will reference the North American Datum of 1988 (NAVD88)

Olsson shall create a final Civil 3D CAD drawing to include all topographic features, ROW’s and property lines where needed to be used for design of the proposed project improvements.

Phase 200 – Civil Design Services

Task 201 – Civil Design

Olsson shall utilize the topographic survey drawing to prepare plans and specifications for the project. Plan sheets are to include cover sheet, general notes, removals, grading control, horizontal and vertical control, street grading plan and profiles, spot elevations, jointing and intersection details, utility improvement plan and profiles, typical details, erosion control plans, and traffic control plans.

Olsson shall coordinate with W Design to incorporate any proposed improvements for the Fill and Chill site into the design. Anticipated truck movements from W Design will be incorporated into street widths and intersection designs to review truck turning radii.

Utility improvements shall include relocating and/or replacing fire hydrants within the project area and adjusting to grade any valve boxes or manholes as needed. The Nebraska Avenue section of the project will also include plan sheets to replace the existing 4" water main. Existing water services shall be moved to the new water main. The existing water main is anticipated to be abandoned in place. Sanitary sewer improvements will include plans for a sanitary sewer service to the proposed Fill and Chill site. Storm sewer improvements are anticipated for all street segments within the project. These improvements may include but are not limited to replacing damaged/collapsed storm sewer pipe, installation of storm sewer pipe and inlets, drainage along street gutter lines, and rehabilitation of existing pipe where applicable.

Olsson shall review the plans with the Client at the 60% and 90% design levels. Two trips are included to review the plans with city staff during design, and one additional trip is included to present the project to the mayor and city council at a regular meeting. The plans and specifications shall be completed to allow for a competitive public bid.

Task 202 – NDOT Permitting

Olsson shall coordinate and complete the needed permitting required by NDOT for the connection at Brown Avenue. It is not anticipated that a Traffic Impact Study or Drainage Study will be required for this project and are not included within this scope of services but can be added as additional services if required.

Task 203 – QA/QC

Olsson shall conduct internal quality reviews at the 30%, 60%, and 90% design stages.

Task 204 – SWPPP

Olsson shall complete a Storm Water Pollution Prevention Plan (SWPPP) for the project and submit the plan along with the Notice of Intent (NOI) to NDWEE for approval.

Task 205 – Opinion of Probable Cost (OPC)

Olsson shall prepare an OPC of project construction work and present it to the mayor and city council prior to beginning the bidding phase of the project.

BIDDING SERVICES

Phase 300 – Bid Phase Services

Task 301 - Prepare Notice to Bidders and Issue Documents

Olsson will coordinate the issuance of notices to bidders and the production and distribution of bidding documents. Notices will be placed in the official publications directed by the Client, and in bidding services known to provide data to contractors in the area. In addition, invitations will be mailed directly to contractors whom Olsson and/or the Client know will be interested in the project. Documents will be available for inspection at Olsson offices.

Olsson will answer inquiries raised by bidders. Addenda will be prepared, if needed, to provide clarification to questions. The Client will be informed on a regular basis of project changes resulting from bidders' questions.

Task 302 - Review and Evaluate Bids

Olsson will attend the bid opening. Bids properly received will be reviewed. Inconsistencies or irregularities found in the bids will be reported to the Client. Olsson will prepare a bid tabulation of bids received and will make the bid tabulation available to bidders. Olsson will evaluate the bids and make a written recommendation to the Client concerning contract award.

Task 303 - Conform Documents

Conformed copies of the contract documents, including insurance and bond forms, will be prepared by Olsson. Olsson will review the documents to confirm that procedures have been properly followed. Copies of the conformed documents will be provided to the Client for review. Executed copies will be distributed to the Client, the contractor, and Olsson. These documents form the official contract between the Client and the contractor, as well as the basis for decisions concerning the work.

CONSTRUCTION SERVICES

Phase 400 – Construction Phase Services

Construction phase services are not included at this time. These services are to be added via amendment for full time observation, staking, and project administration once a contractor is selected and construction schedule known.

EXCLUSIONS

The following services are **not** included in this scope of services but can be added by Olsson as an additional service if requested:

- Construction phase services
- ALTA survey
- Lighting/electrical design
- Traffic Impact or Drainage Study (NDOT)
- SWPPP reporting and inspections during construction
- Landscape and irrigation design
- Environmental review, Phase 1
- Easement dedication

- Geotechnical investigation
- Project related permitting outside of the scope of the proposal and fees
- Items not specifically included in the Scope of Services above.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.



REIMBURSABLE EXPENSE SCHEDULE

The expenses incurred by Olsson or Olsson's independent professional associates or consultants directly or indirectly in connection with the Project shall be included in periodic billing as follows:

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.70/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

*Rates consistent with the IRS Mileage Rate Reimbursement Guidelines (Subject to Change).

GENERAL PROVISIONS

These General Provisions are attached to and made a part of the respective Letter Agreement or Master Agreement, dated December 1, 2025 between the City of Minden ("Client") and Olsson, Inc. ("Olsson") for professional services in connection with the project or projects arising under such Letter Agreement or Master Agreement (the "Project(s)").

As used herein, the term "this Agreement" refers to these General Provisions, the applicable Letter Agreement or Master Agreement, and any other exhibits or attachments thereto as if they were part of one and the same document.

SECTION 1—OLSSON'S SCOPE OF SERVICES

Olsson's scope of services for the Project(s) is set forth in the applicable Letter Agreement or Master Agreement ("Scope of Services").

SECTION 2—ADDITIONAL SERVICES

2.1 Unless otherwise expressly included, Scope of Services does not include the categories of additional services set forth in Sections 2.2 and 2.3.

2.2 If Client and Olsson mutually agree for Olsson to perform any optional additional services as set forth in this Section 2.2 ("Optional Additional Services"), Client will provide written approval of the agreed-upon Optional Additional Services, and Olsson shall perform or obtain from others such services and will be entitled to an increase in compensation at rates provided in this Agreement. Olsson may elect not to perform all or any of the Optional Additional Services without cause or explanation:

2.2.1 Preparation of applications and supporting documents for governmental financial support of the Project(s); preparation or review of environmental studies and related services; and assistance in obtaining environmental approvals.

2.2.2 Services to make measured drawings of or to investigate existing conditions of facilities.

2.2.3 Services resulting from changes in the general scope, extent or character of the Project(s) or major changes in documentation previously accepted by Client where changes are due to causes beyond Olsson's control.

2.2.4 Services resulting from the discovery of conditions or circumstances which were not contemplated by Olsson at the commencement of this Agreement. Olsson shall notify Client of the newly discovered conditions or circumstances and Client and Olsson shall renegotiate, in good faith, the compensation for this Agreement, if amended terms cannot be agreed upon, Olsson may terminate this Agreement and Olsson shall be paid for its services through the date of termination.

2.2.5 Providing renderings or models.

2.2.6 Preparing documents for alternate bids requested by Client.

2.2.7 Analysis of operations, maintenance or overhead expenses; value engineering; the preparation of rate

schedules; earnings or expense statements; cash flow or economic evaluations or; feasibility studies, appraisals or valuations.

2.2.8 Furnishing the services of independent professional associates or consultants for work beyond the Scope of Services.

2.2.9 Services necessary due to the Client's award of more than one prime contract for the Project(s); services necessary due to the construction contract containing cost plus or incentive-savings provisions; services necessary in order to arrange for performance by persons other than the prime contractor; or those services necessary to administer Client's contract(s).

2.2.10 Services in connection with staking out the work of contractor(s).

2.2.11 Services during out-of-town travel or visits to the site beyond those specifically identified in this Agreement.

2.2.12 Preparation of operating and maintenance manuals.

2.2.13 Services to redesign some or all of the Project(s).

2.2.14 Preparing to serve or serving as a consultant or witness or assisting Client with any litigation, arbitration or other legal or administrative proceeding.

2.2.15 Services relating to Construction Observation, Certification, Inspection, Construction Cost Estimating, project observation, construction management, construction scheduling, construction phasing or review of Contractor's performance means or methods.

2.3 Whenever, in its sole discretion, Olsson determines additional services as set forth in this Section 2.3 are necessary to avoid a delay in the completion of the Project(s) ("Necessary Additional Services"), Olsson shall perform or obtain from others such services without waiting for specific instructions from Client, and Olsson will be entitled to an increase in compensation for such services at the standard hourly billing rate charged for those employees performing the services, plus reimbursable expenses, if any:

2.3.1 Services in connection with work directive changes and/or change orders directed by the Client to any contractors.

2.3.2 Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by contractor(s); services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor(s); or evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the Project(s).

2.3.3 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

2.3.4 Additional or extended services during construction made necessary by (1) work damaged during construction, (2) a defective, inefficient or neglected work by any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, or (4) default by any contractor.

SECTION 3—CLIENT'S RESPONSIBILITIES

3.1. Client shall provide all criteria and full information as to Client's requirements for the Project(s); designate and identify in writing a person to act with authority on Client's behalf in respect of all aspects of the Project(s); examine and respond promptly to Olsson's submissions; and give prompt written notice to Olsson whenever Client observes or otherwise becomes aware of any defect in the Olsson's services.

3.2 Client agrees to pay Olsson the amounts due for services rendered and expenses within thirty (30) days after Olsson has provided its invoice for such services. In the event Client disputes any invoice item, Client shall give Olsson written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay to Olsson the undisputed portion of the invoice according to the provisions hereof. If Client fails to pay any invoiced amounts when due, interest will accrue on each unpaid amount at the rate of thirteen percent (13%) per annum from the date due until paid according to the provisions of this Agreement. Interest shall not be charged on any disputed invoice item which is finally resolved in Client's favor. Payment of interest shall not excuse or cure any default or delay in payment of amounts due.

3.2.1 If Client fails to make any payment due Olsson for services and expenses within thirty (30) days after receipt of Olsson's statement therefore, Olsson may, after giving seven (7) days written notice to Client, suspend services to Client under this Agreement until Olsson has been paid in full all amounts due for services, expenses and charges and Client will not obtain any license to any Work Product or be entitled to retain or use any Work Product pursuant to Section 7.1 unless and until Olsson has been paid in full and Client has fully satisfied all of its obligations under this Agreement.

3.3 Payments to Olsson shall not be withheld, postponed or made contingent on the construction, completion or success of the Project(s) or upon receipt by the Client of offsetting reimbursements or credit from other parties who may have caused the need for additional services. No withholdings, deductions or offsets shall be made from Olsson's compensation for any reason unless and until Olsson has been found to be legally liable for such amounts.

3.4 Client shall also do the following and pay all costs incident thereto:

3.4.1 Furnish to Olsson any existing and/or required borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspections of samples, materials or equipment; appropriate professional interpretations of any of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning or deed restrictions; all of which Olsson may rely upon in performing services hereunder.

3.4.2 Guarantee access to and make all provisions for Olsson to enter upon public and private property reasonably necessary to perform its services on the Project(s).

3.4.3 Provide such legal, accounting, independent cost estimating or insurance counseling services as may be required for the Project(s); any auditing service required in respect of contractor(s)' applications for payment; and/or any inspection services to determine if contractor(s) are performing the work legally.

3.4.4 Provide engineering surveys to establish reference points for construction unless specifically included in Olsson's Scope of Services.

3.4.5 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project(s).

3.4.6 If more than one prime contractor is to be awarded the contract for construction, designate a party to have responsibility and authority for coordinating and interfacing the activities of the various prime contractors.

3.4.7 All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Client is responsible and liable for all sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, county or local governmental authority on any amounts payable by Client under this Agreement, other than any taxes imposed on Olsson's income. In the event any governmental authority assesses Olsson for taxes, duties, or charges of any kind in connection with Scope of Services provided by Olsson to Client, Olsson shall be entitled to submit an invoice to Client, its successors or assigns, for the amount of said assessment and related interest and penalties. Client shall pay such invoice in accordance with Olsson's standard payment terms.

3.5 Client shall pay all costs incident to obtaining bids or proposals from contractor(s).

3.6 Client shall pay all permit application review costs for government authorities having jurisdiction over the Project(s).

3.7 Contemporaneously with the execution of this Agreement, Client shall designate in writing an individual to act as its duly authorized Project(s) representative.

3.8 Client shall bear sole responsibility for:

3.8.1 Jobsite safety. Neither the professional activities of Olsson, nor the presence of Olsson or its employees or sub-consultants at the Project, shall impose any duty on Olsson relating to any health or safety laws, regulations, rules, programs, or procedures. Client, itself or through its separate contractor(s), shall be responsible for jobsite safety. Notwithstanding the foregoing, Olsson shall be responsible for the safety of Olsson's own employees.

3.8.2 Notifying third parties including any governmental agency or prospective purchaser, of the existence of any hazardous or dangerous materials located in or around the Project(s) site.

3.8.3 Providing and updating Olsson with accurate information regarding existing conditions, including the existence of hazardous or dangerous materials, proposed Project(s) site uses, any change in Project(s) plans, and all subsurface installations, such as pipes, tanks, cables and utilities within the Project(s) site.

3.8.4 Providing and assuming all responsibility for: interpretation of contract documents; Construction Observations; Certifications; Inspections; Construction Cost Estimating; project observations; construction management; construction scheduling; construction phasing; and review of Contractor's performance, means and methods. Client waives any claims against Olsson and releases Olsson from liability relating to or arising out of such services and agrees, to the fullest extent permitted by law, to indemnify and hold Olsson harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to such actions and services.

3.9 Client releases Olsson from liability for any incorrect advice, judgment or decision based on inaccurate information furnished by Client or others.

3.10 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site, Olsson may immediately stop work in the affected area and report the condition to Client. Client shall be solely responsible for retaining independent consultant(s) to determine the nature of the material and to abate or remove the material. Olsson shall not be required to perform any services or work relating to or in the area of such material until the material has been removed or rendered harmless and only after approval, if necessary of the government agency with jurisdiction.

SECTION 4—MEANING OF TERMS

4.1 The "Cost of Construction" of the entire Project(s) (herein referred to as "Cost of Construction") means the total cost to Client of those portions of the entire Project(s) designed and specified by Olsson, but it will not include Olsson's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include Client's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project(s) or the cost of other services to be provided by others to Client pursuant to Section 3.

4.2 The "Salary Costs": Used as a basis for payment mean salaries and wages (base and incentive) paid to all Olsson's personnel engaged directly on the Project(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits, including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.

4.3 "Certify" or "a Certification": If included in the Scope of Services, such services shall be limited to a statement of Olsson's opinion, to the best of Olsson's professional knowledge, information and belief, based upon its periodic

observations and reasonable review of reports and tests created by Olsson or provided to Olsson. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that any certifications based upon discrete sampling observations and that such observations indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services and certification does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Olsson shall sign pre-printed form certifications only if (a) Olsson approves the form of such certification prior to the commencement of its services, (b) such certification is expressly included in the Scope of Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. It is understood that any certification by Olsson shall not relieve the Client or the Client's contractors of any responsibility or obligation they may have by industry custom or under any contract.

4.4 "Opinion of Probable Cost": An opinion of probable construction cost made by Olsson. In providing opinions of probable construction cost, it is recognized that neither the Client nor Olsson has control over the costs of labor, equipment or materials, or over the contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on Olsson's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the contractor's bids or the negotiated price of the work on the Project(s) will not vary from the Client's budget or from any opinion of probable cost prepared by Olsson.

4.5 "Day": A calendar day of 24 hours. The term "days" shall mean consecutive calendar days of 24 hours each, or fraction thereof.

4.6 "Construction Observation": If included in the Scope of Services, such services during construction shall be limited to periodic visual observation and testing of the work to determine that the observed work generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of Construction Observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor. Client shall hold its contractor(s) solely responsible for the

quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees shall notify Olsson at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.

4.7 "Inspect" or "Inspection": If included in the Scope of Services, such services shall be limited to the periodic visual observation of the contractor's completed work to permit Olsson, as an experienced and qualified professional, to determine that the observed work, generally conforms to the contract documents. Olsson shall not be responsible for constant or exhaustive observation of the work. Client understands and agrees that such visual observations are discrete sampling procedures and that such procedures indicate conditions that exist only at the locations and times the observations were performed. Performance of such observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the work may occur. Olsson shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor(s) or for the contractor's safety precautions and programs nor for failure by the contractor(s) to comply with any laws or regulations relating to the performance or furnishing of any work by the contractor(s). Client shall hold its contractor(s) solely responsible for the quality and completion of the Project(s), including construction in accordance with the construction documents. Any duty under this Agreement is for the sole benefit of the Client and not for any third party, including the contractor(s) or any subcontractor(s). Client, or its designees, shall notify Olsson at least twenty-four (24) hours in advance of any inspections required by the construction documents.

4.8 "Record Documents": Drawings prepared by Olsson upon the completion of construction based upon the drawings and other data furnished to Olsson by the Contractor and others showing significant changes in the work on the Project(s) made during construction. Because Record Documents are prepared based on unverified information provided by others, Olsson makes no warranty of the accuracy or completeness of the Record Documents.

SECTION 5—TERMINATION

5.1 Either party may terminate this Agreement, for cause upon giving the other party not less than seven (7) calendar days written notice of default for any of the following reasons; provided, however, that the notified party shall have the same seven (7) calendar day period in which to cure the default:

5.1.1 Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;

5.1.2 Assignment of this Agreement or transfer of the Project(s) by either party to any other entity without the prior written consent of the other party;

5.1.3 Suspension of the Project(s) or Olsson's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate.

5.2 In the event of a "for cause" termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days after receiving Olsson's final invoice, pay Olsson for all services rendered and all reimbursable costs incurred by Olsson up to the date of termination, in accordance with the payment provisions of this Agreement.

5.2.1 In the event of a "for cause" termination of this Agreement by Client and (a) a final determination of default is entered against Olsson under Section 6.2 and (b) Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product pursuant to Section 7.1.

5.3 The Client may terminate this Agreement for the Client's convenience and without cause upon giving Olsson not less than seven (7) calendar days written notice. In the event of any termination that is not the fault of Olsson, the Client shall pay Olsson, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by Olsson in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, any fees, costs or expenses incurred by Olsson in preparing or negotiating any proposals submitted to Client for Olsson's Scope of Services or Optional Additional Services under this Agreement and all other expenses directly resulting from the termination and a reasonable profit of ten percent (10%) of Olsson's actual costs (including overhead) incurred.

SECTION 6—DISPUTE RESOLUTION

6.1. Mediation

6.1.1 All questions in dispute under this Agreement shall be submitted to mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representatives and shall meet within ten (10) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

6.1.2 Should the parties themselves be unable to agree on a resolution of the dispute, and then the parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Any third party mediator shall be qualified to evaluate the performance of both of the parties, and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within ten (10) days of their selection and shall attempt to resolve the dispute within fifteen (15) days of first meeting.

6.1.3 Each party shall pay the fees and expenses of the third party mediator and such costs shall be borne equally by both parties.

6.2 Arbitration or Litigation

6.2.1 Olsson and Client agree that from time to time, there may be conflicts, disputes and/or disagreements between them, arising out of or relating to the services of Olsson, the Project(s), or this Agreement (hereinafter collectively referred to as "Disputes") which may not be resolved through mediation. Therefore, Olsson and Client agree that all Disputes shall be resolved by binding arbitration or litigation at the sole discretion

and choice of Olsson. If Olsson chooses arbitration, the arbitration proceeding shall proceed in accordance with the Construction Industry Arbitration Rules of the AAA.

6.2.2 Client hereby agrees that Olsson shall have the right to include Client, by consolidation, joinder or other manner, in any arbitration or litigation involving Olsson and a subconsultant or subcontractor of Olsson or Olsson and any other person or entity, regardless of who originally initiated such proceedings.

6.2.3 If Olsson chooses arbitration or litigation, either may be commenced at any time prior to or after completion of the Project(s), provided that if arbitration or litigation is commenced prior to the completion of the Project(s), the obligations of the parties under the terms of this Agreement shall not be altered by reason of the arbitration or litigation being conducted. Any arbitration hearings or litigation shall take place in Lincoln, Nebraska, the location of Olsson's home office.

6.2.4 Except to the extent prohibited by law, the prevailing party in any arbitration or litigation relating to any Dispute shall be entitled to recover from the other party those reasonable attorney fees, costs and expenses incurred by the prevailing party in connection with the Dispute. In the event of a Dispute involving a Claim (as hereinafter defined) against Olsson, Olsson shall be considered the "prevailing party" if Client is awarded materially less than the full amount of damages claimed by the Client in connection with the Dispute. In all other Disputes, "prevailing party" shall mean the party (if any) who obtains all, or substantially all, of the relief requested by that party in connection with the Dispute.

6.3 Certification of Merit

Client agrees that it will not assert any claim, including but not limited to, professional negligence, negligence, breach of contract, misconduct, error, omission, fraud, or misrepresentation ("Claim") against Olsson, or any Olsson subconsultant, unless Client has first provided Olsson with a sworn certificate of merit affidavit setting forth the factual and legal basis for such Claim (the "Certificate"). The Certificate shall be executed by an independent engineer ("Certifying Engineer") currently licensed and practicing in the jurisdiction of the Project site. The Certificate must contain: (a) the name and license number of the Certifying Engineer; (b) the qualifications of the Certifying Engineer, including a list of all publications authored in the previous 10 years and a list of all cases in which the Certifying Engineer testified within the previous 4 years ; (c) a statement by the Certifying Engineer setting forth the factual basis for the Claim; (d) a statement by the Certifying Engineer of each and every act, error, or omission that the Certifying Engineer contends supports the Claim or any alleged violation of any applicable standard of care; (e) a statement by the Certifying Engineer of all opinions the Certifying Engineer holds regarding the Claim or any alleged violation of any applicable standard of care; (f) a list of every document related to the Project reviewed by the Certifying Engineer; and (g) a list of every individual who provided Certifying Engineer with any information regarding the Project. The Certificate shall be provided to Olsson not less than thirty (30) days prior to any arbitration or litigation commenced by Client or not less than ten (10) days prior to the initial response submitted by Client in any arbitration or litigation commenced by someone other than Client. The Certificate is a condition precedent to the right of Client to assert any Claim in any litigation or arbitration and

Client's failure to timely provide a Certificate to Olsson will be grounds for automatic dismissal of the Claim with prejudice. In any such instance, Olsson shall be entitled to an award of attorney's fees, costs, and expenses.

SECTION 7—MISCELLANEOUS

7.1 Reuse of Documents

All documents, including drawings, specifications, reports, boring logs, maps, field data, data, test results, information, recommendations, or opinions prepared or furnished by Olsson (and Olsson's independent professional associates and consultants) pursuant to this Agreement ("Work Product"), are all Olsson's instruments of service, do not constitute goods or products, and are copyrighted works of Olsson. Olsson shall retain an ownership and property interest in such Work Product whether or not the Project(s) is completed. If Client has fully satisfied all of its obligations under this Agreement, Olsson shall grant Client a limited license to use the Work Product and Client may make and retain copies of Work Product for use in connection with the Project(s); however, such Work Product is for the exclusive use and benefit of Client or its agents in connection with the Project(s), are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the Project(s). Such Work Product is not intended or represented to be suitable for reuse by Client or others on extensions of the Project(s) or on any other Project(s). Client will not distribute or convey such Work Product to any other persons or entities without Olsson's prior written consent which shall include a release of Olsson from liability and indemnification by the third party. Any reuse of Work Product without written verification or adaptation by Olsson for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Olsson, or to Olsson's independent professional associates or consultants, and Client shall indemnify and hold harmless Olsson and Olsson's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation of Work Product will entitle Olsson to further compensation at rates to be agreed upon by Client and Olsson.

7.2 Electronic Files

By accepting and utilizing any electronic file of any Work Product or other data transmitted by Olsson, the Client agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All of the information contained in any electronic file is the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The information contained in any electronic file is provided for the convenience to the Client and is provided in "as is" condition. The Client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the electronic files, which may be transferred, the signed and sealed original documents shall govern. Olsson specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability

or fitness for a particular purpose with respect to any electronic files. It shall be Client's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Client. Client shall not retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Olsson, its officers, directors, employees and sub consultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than Olsson or from any reuse of the electronic files without the prior written consent of Olsson.

7.3 Opinion of Probable Cost

Since Olsson has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Olsson's Opinion of Probable Cost provided for herein is made on the basis of Olsson's experience and qualifications and represent Olsson's best judgment as an experienced and qualified professional engineer, familiar with the construction industry. Client acknowledges and agrees that Olsson cannot and does not guarantee proposals or bids and that actual total Project(s) or construction costs may reasonably vary from Olsson's Opinion of Probable Cost. If prior to the bidding or negotiating phase Client wishes greater assurance as to total Project(s) or construction costs, Client shall employ an independent cost estimator as provided in paragraph 3.4.3. If Olsson's Opinion of Probable Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by Olsson to modify the contract documents to bring the construction cost within any limitation established by Client will be considered Optional Additional Services and paid for as such by Client. If, however, Olsson's Opinion of Probable Cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project(s) unreasonably exceeds Olsson's Opinion of Probable Cost, Olsson shall modify its work as necessary to adjust the Project(s)' size, and/or quality to reasonably comply with the Client's budget at no additional cost to Client. Under such circumstances, Olsson's modification of its work at no cost shall be the limit of Olsson's responsibility with regard to any unreasonable Opinion of Probable Cost.

7.4 Prevailing Wages

It is Client's responsibility to determine whether the Project(s) is covered under any prevailing wage regulations. Unless Client specifically informs Olsson in writing that the Project(s) is a prevailing wage project and is identified as such in the Scope of Services, Client agrees to reimburse Olsson and to defend, indemnify and hold harmless Olsson from and against any liability, including costs, fines and attorneys' fees, resulting from a subsequent determination that the Project(s) was covered under any prevailing wage regulations.

7.5 Samples

All material testing samples shall remain the property of the Client. If appropriate, Olsson shall preserve samples obtained no longer than forty-five (45) days after the issuance of any document that includes the data obtained from those samples.

After that date, Olsson may dispose of the samples or return them to Client at Client's cost.

7.6 Standard of Care

Olsson will strive to perform its services in a manner consistent with and limited to that level of care and skill ordinarily exercised by members of Olsson's profession providing similar services in the same locality under similar circumstances at the time Olsson's services are performed. This Agreement creates no other representation, warranty or guarantee, express or implied.

7.7 Force Majeure

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

7.8 Equal Employment Opportunity

Olsson and any sub-consultant or subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin or any other protected characteristic under applicable law. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status or any other protected characteristic under applicable law. Olsson and any sub-consultant or subcontractor certify that they do not operate any programs that promote DEI in a way that violates applicable federal anti-discrimination laws.

7.9 Confidentiality

In performing this Agreement, the parties may disclose to each other written, oral, electronic, graphic, machine-readable, tangible or intangible, non-public, confidential or proprietary data or information in any form or medium, including but not limited to: (1) information of a business, planning, marketing, conceptual, design, or technical nature; (2) models, tools, hardware, software or source code; and (3) any documents, videos, photographs, audio files, data, studies, reports, flowcharts, works in progress, memoranda, notes, files or analyses that contain, summarize or are based upon any non-public, proprietary or confidential information (hereafter referred to as the "Information"). The Information is not required to be marked as confidential.

7.9.1 Therefore, Olsson and Client agree that the party receiving Information from the other party to this Agreement (the "Receiving Party") shall keep Information confidential and not use the Information in any manner other than in the performance of this Agreement without prior written approval of the party disclosing Information (the "Disclosing Party") unless Client is a public entity and the release of Information is required by law or legal process.

7.9.2 Prior to the start of construction on the Project, the existence of discussions between the parties, the purpose of this Agreement, and this Agreement shall be considered Information subject to the confidentiality provisions of this Agreement.

7.9.3 Notwithstanding anything to the contrary herein, the Receiving Party shall have no obligation to preserve the confidentiality of any Information which:

7.9.3.1 was previously known to the Receiving Party free of any obligation to keep it confidential; or

7.9.3.2 is or becomes publicly available by other than unauthorized disclosures; or

7.9.3.3 is independently developed by the Receiving Party without a breach of this Agreement; or

7.9.3.4 is disclosed to third parties by the Disclosing Party without restrictions; or

7.9.3.5 is received from a third party not subject to any confidentiality obligations.

7.9.4 In the event that the Receiving Party is required by law or legal process to disclose any of Information of the Disclosing Party, the Receiving Party required to disclose such Information shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy.

7.9.5 Notwithstanding anything to the contrary herein (or to the contrary of any existing or future nondisclosure, confidentiality or similar agreement between the parties), Olsson is authorized, to use, display, reproduce, publish, transmit, and distribute Information (including, but not limited to, videos and photographs of the Project) on and in any and all formats and media (including, but not limited to, Olsson's internet website) throughout the world and in all languages in connection with or in any manner relating to the marketing, advertising, selling, qualifying, proposing, commercializing, and promotion of Olsson and/or its services and business and in connection with any other lawful purpose of Olsson. In the event of any conflict or inconsistency between the provisions of this section and any other prior or future nondisclosure, confidentiality or similar agreement between the parties, the terms of this section shall take precedence.

7.9.6 Nothing contained in this Agreement shall be construed as altering any rights that the Disclosing Party has in the Information exchanged with or disclosed to the Receiving Party, and upon request, the Receiving Party will return all Information received in tangible form to the Disclosing Party, or at the Receiving Party's option, destroy all such Information. If

the Receiving Party exercises its option to destroy the Information, the Receiving Party shall certify such destruction to the Disclosing Party.

7.9.7 The parties acknowledge that disclosure or use of Information in violation of this Agreement could cause irreparable harm for which monetary damages may be difficult to ascertain or constitute an inadequate remedy. Each party therefore agrees that the Disclosing Party shall be entitled in addition to its other rights to seek injunctive relief for any violation of this Agreement.

7.9.8 The obligations of confidentiality set forth herein shall survive termination of this Agreement but shall only remain in effect for a period of one (1) year from the date the Information is first disclosed.

7.10 Damage or Injury to Subterranean Structures or Utilities, Hazardous Materials, Pollution and Contamination

7.10.1 To the extent that work pursuant to this Agreement requires any sampling, boring, excavation, ditching or other disruption of the soil or subsurface at the Site, Olsson shall confer with Client prior to such activity and Client will be responsible for identifying, locating and marking, as necessary, any private subterranean structures or utilities and Olsson shall be responsible for arranging investigation of public subterranean structures or utilities through an appropriate utility one-call provider. Thereafter, Olsson shall take all reasonable precautions to avoid damage or injury to subterranean structures or utilities which were identified by Client or the one-call provider. Olsson shall not be responsible for any damage, liability or costs, for any property damage, injury or economic loss arising or allegedly arising from damages to subterranean structures or utilities caused by subsurface penetrations in locations approved by Client and/or the one call provider or not correctly shown on any plans, drawings or utility clearance provided to Olsson, except for damages caused by the negligence of Olsson in the use of such information.

7.10.2 It is understood and agreed that any assistance Olsson may provide Client in the disposal of waste materials shall not result in Olsson being deemed as a generator, arranger, transporter or disposer of hazardous materials or hazardous waste as defined under any law or regulation. Title to all samples and waste materials remains with Client, and at no time shall Olsson take title to the above material. Client may authorize Olsson to execute Hazardous Waste Manifest, Bill of Lading or other forms as agent of Client. If Client requests Olsson to execute such documents as its agent, the Hazardous Waste Manifest, Bill of Lading or other similar documents shall be completed in the name of the Client. Client agrees to indemnify and hold Olsson harmless from any and all claims that Olsson is a generator, arranger, transporter, or disposer of hazardous waste as a result of any actions of Olsson, including, but not limited to, Olsson signing a Hazardous Waste Manifest, Bill of Lading or other form on behalf of Client.

7.10.3 At any time, Olsson can request in writing that Client remove samples, cuttings and hazardous substances generated by the Project(s) from the project site or other location. Client shall promptly comply with such request, and pay and be responsible for the removal and lawful disposal of samples, cuttings and hazardous substances, unless other arrangements are mutually agreed upon in writing.

7.10.4 Client shall release Olsson of any liability for, and shall defend and indemnify Olsson against any and all claims, liability and expense resulting from operations under this Agreement on account of injury to, destruction of, or loss or impairment of any property right in or to oil, gas, or other mineral substance or water, if at the time of the act or omission causing such injury, destruction, loss or impairment, said substance had not been reduced to physical possession above the surface of the earth, and for any loss or damage to any formation, strata, reservoir beneath the surface of the earth.

7.10.5 Notwithstanding anything to the contrary contained herein, it is understood and agreed by and between Olsson and Client that the responsibility for pollution and contamination shall be as follows:

7.10.5.1 Unless otherwise provided herein, Client shall assume all responsibility for, including control and removal of, and protect, defend and save harmless Olsson from and against all claims, demands and causes of action of every kind and character arising from pollution or contamination (including naturally occurring radioactive material) which originates above the surface of the land or water from spills of fuels, lubricants, motor oils, pipe dope, paints, solvents, ballast, bilge and garbage, except unavoidable pollution from reserve pits, wholly in Olsson's possession and control and directly associated with Olsson's equipment.

7.10.5.2 In the event a third party commits an act or omission which results in pollution or contamination for which either Olsson or Client, for whom such party is performing work, is held to be legally liable, the responsibility therefore shall be considered as between Olsson and Client, to be the same as if the party for whom the work was performed had performed the same and all of the obligations regarding defense, indemnity, holding harmless and limitation of responsibility and liability, as set forth herein, shall be specifically applied.

7.11 Controlling Law and Venue

The parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal action between the parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

7.12 Subconsultants

Olsson may utilize as necessary in its discretion subconsultants and other subcontractors. Olsson will be paid for all services rendered by its subconsultants and other subconsultants as set forth in this Agreement.

7.13 Assignment

7.13.1 Client and Olsson each are hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Olsson (and to the extent permitted by paragraph 7.13.2 the assigns of Client and Olsson) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.13.2 Neither Client nor Olsson shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Olsson from employing such subconsultants and other subcontractors as Olsson may deem appropriate to assist in the performance of services under this Agreement.

7.13.3 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Olsson, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Olsson and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

7.14 Indemnity

Olsson and Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.15 Limitation on Damages

7.15.1 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither party's individual employees, principals, officers or directors shall be subject to personal liability or damages arising out of or connected in any way to the Project(s) or to this Agreement.

7.15.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Client nor Olsson, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any delay damages, any punitive damages or any incidental, indirect or consequential damages arising out of or connected in any way to the Project(s) or to this Agreement. This mutual waiver of delay damages and consequential damages shall include, but is not limited to, disruptions, accelerations, inefficiencies, increased construction costs, increased home office overhead, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other delay or consequential damages that either party may have incurred from any cause of action including, but not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. Both the Client and Olsson shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Project(s).

7.15.3 Notwithstanding any other provision of this Agreement, Client agrees that, to the fullest extent permitted by

law, Olsson's total liability to the Client for any and all injuries, claims, losses, expenses, damages, attorneys' fees or claims expenses of any kind arising from any services provided by or through Olsson under this Agreement, shall not exceed the amount of Olsson's fee earned under this Agreement. Client acknowledges that such causes include, but are not limited to, negligence, statutory violations, misrepresentation, fraud, deceptive trade practices, breach of fiduciary duties, strict liability, breach of contract and/or breach of strict or implied warranty. This limitation of liability shall apply to all phases of Olsson's services performed in connection with the Project(s), whether subsequent to or prior to the execution of this Agreement.

7.16 Entire Agreement/Severability

This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by the Client and Olsson. If any part of this Agreement is found to conflict with applicable law, such part alone shall be null and void and considered stricken, but the remainder of this Agreement shall be given full force and effect.

Colorado Avenue

County Probation Office

Wenden Plaza | Nebraska

Nebraska Avenue



8th Street

7th Street

6th Street

5th Street

Project Areas

Brown Avenue



Tower Avenue

Smith Avenue

