Madison City Council Chambers
211 S. Lincoln Street
Madison, NE 68748

CITY COUNCIL AGENDA

Wednesday, August 12, 2026 – 5:30PM

Welcome and reminder to turn off electronic devices.

ACKNOWLEDGEMENT OF OPEN MEETINGS ACT

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA ***(one motion to approve items 1 –8)***

1. Regular Agenda
2. July 8th, 2026 Regular Meeting Minutes
3. July 29th, 2026 Special Meeting Minutes
4. Claims
5. Treasurer's Report
6. Approval of Resolution 2026-9 for the Madison Christmas Parade taking place on December 6th, 2026 from 5:00PM to 6:00PM, with a backup date on Sunday, December 13th, 2026.
7. Approval to set the date and time of the 1&6 Year Street Improvement Plan Public Hearing for September 9th at 5:30PM.
8. Approval of Preliminary Engineering Services Supplemental Agreements No. 7 for Resolution 2026-10 with Mainellli Wagner & Associates, Inc., regarding Jackson Bridge.

PUBLIC HEARINGS AND RELATED ACTION

REGULAR AGENDA

The City Council will review the above matters and take such action as they deem appropriate and necessary.
The City Council reserves the right to enter executive session on certain matters authorized under the Nebraska Open Meetings Act.

9. Discussion/Action on Approving Emergency Ordinance No. 838 to make Immediate Repairs to Intersection at 7th and Lincoln Street.
10. Discussion/Action on Approving Contract with Advanced Consulting Engineering Services for 7th & Lincoln Street repair.
11. Discussion/Action on Grant Proposal for Parks and Recreations Infrastructure
12. Discussion/Action on a Consulting Agreement with Lantern Health Services to advise the City of Madison on a potential transfer of operations for Countryside Home from Arbor Care to the City of Madison.
13. Discussion/Action on obtaining legal opinion on fees and costs related to U.S. District Court Case Number 4:25-cv-3184. A closed session may be called to discuss this pending litigation, for the protection of the public interest.

ADJOURN

The City Council will review the above matters and take such action as they deem appropriate and necessary.
The City Council reserves the right to enter executive session on certain matters authorized under the Nebraska Open Meetings Act.

PUBLIC NOTICE
MADISON CITY COUNCIL

Notice is hereby given that a meeting of the City Council will be held **WEDNESDAY, August 12th**, 2026, at **5:30 PM**, in the **Madison Council Chambers at 211 South Lincoln Street**, in Madison, Nebraska. This meeting will be open to the public. An agenda for such meetings kept continuously current, is available for public inspection at the office of the City Clerk at City Hall.

Ruth Yuman
City Clerk
City of Madison

REGULAR MEETING OF THE COUNCIL

The Mayor and City Council of the City of Madison met in regular session at the City Council Chambers, Madison, Nebraska, on Wednesday, July 8th, 2026, beginning at 5:30 p.m.

CALL TO ORDER

Mayor Rob Fite called the meeting to order. Roll call found the following council members present: Rick Schommer, Paula Biehle, and Mindy Spray. Absent: Steve Ainsworth. Staff members present: City Treasurer Deputy Clerk Amy Wegener, City Clerk Ruth Yuman, Economic Development Director Andy Colvin, City Attorney Mike Brogan, Police Chief Mike Hopen, and Utilities Superintendent Matt Schnebel.

The Mayor presided over the meeting, and the City Clerk recorded the proceedings. Upon opening of the meeting at 5:30 p.m. the Mayor welcomed all guests.

The Mayor informed the public about the location of the current copy of the Open Meetings Act at the back of the City Council room and made it accessible to members of the public.

Notice of the meeting was given in advance thereof by posting in the Madison Star Mail and three public places.

Notice was given to the Mayor and all members of the Council, and a copy of their Acknowledgement of Receipt for Notice is attached to the Minutes. Availability of the agenda was communicated in advance to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the public.

CONSENT AGENDA

Motion by Councilmember Schommer, Seconded by Councilmember Spray to approve the Consent Agenda : Motion will include 1 through 7 as one,

1. Agenda. 2. June 10th Minutes, with the corrections made on item 7. 3. Claims. 4. Treasurer's Report. 5. Approved the Appointment of Llolanda Hernandez to the Madison City Park Board. 6. Approved Resolution 2026-6 for the Main Street Closure for the MHS Alumni Celebration on Saturday, August 15th, from 4:00PM till 12:00 Midnight. 7. Approved to Amend the June 10th Minutes with the following corrections;
    a. On the Consent Agenda, "Approved the Appointment of Christian Castillo to the Madison Volunteer Fire and Rescue Department," instead of hire.
    b. On the Regular Agenda, Motion made by Councilmember Biehle, Seconded by Councilmember Schommer, to Pass Ordinance 837 and Wave the 3 Readings and "Publish in a Pamphlet Form". "An Ordinance Amending Section 173.10 of the Municipal Code relating to E-Bike and E-Scooter regulations." Also, if needed, to adjust it at a later time.

Roll Call: Yeas: Schommer, Spray and Biehle. Nays: None. Absent: Ainsworth. Motion Carried.

BUSINESS

Discussion: A public hearing was opened to the public to receive comments concerning the Tower Development Permit to Construct a Verizon Telecommunications Tower on Property described as a Part in the NE ¼ of Section 31, Township 22 North, Range 1 west of the 6th P.M., Madison County, Nebraska. The approximate location of property is Northwest of the intersection of Fairgrounds Road and W 6th St, Madison, Nebraska. (Parcel Id# 590139452)

Motion made by Councilmember Biehle, Seconded by Councilmember Schommer to close the public hearing. Roll Call: Yeas: Biehle, Schommer and Spray. Nays: None. Absent: Ainsworth. Motion Carried.

Motion made by Councilmember Schommer, Seconded by Councilmember Biehle to approve Resolution 2026-7 for the Tower Development Permit to Construct a Verizon Telecommunications Tower on Property described as a Part in the NE ¼ of Section 31, Township 22 North, Range 1 west of the 6th P.M., Madison County, Nebraska. The approximate location of property is Northwest of the intersection of Fairgrounds Road and W 6th St, Madison, Nebraska. (Parcel Id# 590139452). Roll Call: Yeas: Schommer, Biehle and Spray. Nays: None. Absent: Ainsworth. Motion Carried.

Motion made by Councilmember Spray, Seconded by Councilmember Biehle to approve Resolution 2026-8 for submitting to the November 3, 2026, Statewide General Election to conduct a lottery (keno) pursuant to the Nebraska County and City Lottery Act. Roll Call: Yeas: Spray, Biehle and Schommer. Nays: None. Absent: Ainsworth. Motion Carried.

Discussion: Park Board Vice President Josh O'Brien presented a proposal for long-term parks and recreation planning and grant development. Council discussed the proposed agreement, funding responsibilities, consultant selection, and potential grant opportunities. Susan Morris explained the proposed planning and fundraising process and the approach to working together for future funding.

Motion made by Councilmember Spray, Seconded by Councilmember Biehle to Table the Grant Proposal for Parks and Recreation Infrastructure. Roll Call: Yeas: Spray, Biehle and Schommer. Nays: None. Absent: Ainsworth. Motion Carried.

Motion made by Councilmember Schommer, Seconded by Councilmember Spray to approve the free entry rate for public admission for regular swim, for the remainder of the pool season, excluding pool parties. Roll Call: Yeas: Schommer, Spray and Biehle. Nays: None. Absent: Ainsworth. Motion Carried.

Discussion: The Council discussed the City's current regulations prohibiting chickens and other fowls in the City of Madison with discussion focusing on enforcement with potential ordinance changes, but with concerns regarding nuisance, public health, and compliance, no action was taken.

Motion made by Councilmember Biehle, Seconded by Councilmember Spray to go into a closed session at 7:07PM, for the protection of the public interest to discuss contract terms and negotiations for the lease and management of the Countryside Care Center Building. Roll Call: Yeas: Biehle, Spray and Schommer. Nays: None. Absent: Ainsworth. Motion Carried

Motion made Councilmember Biehle, Seconded by Councilmember Spray to be out of closed session at 7:35PM. Roll Call: Yeas: Biehle, Spray and Schommer. Absent: Ainsworth Nays: None. Motion Carried

Motion made by Councilmember Biehle, Seconded by Councilmember Spray to Adjourn at 7:36PM. Roll Call: Yeas: Biehle, Spray and Schommer. Nays: None. Absent: Ainsworth. Motion Carried.

_____ _____

Ruth Yuman, City Clerk **Robert Fite, Mayor**

I, the undersigned City Clerk, hereby certify that the foregoing is the full, true and correct original document of the Madison City Council Meeting proceedings had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said Minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

_____

Ruth Yuman, City Clerk

City Council
Special Meeting Minutes
July 29, 2026

SPECIAL MEETING OF THE COUNCIL

The Mayor and City Council of the City of Madison met in a special session at the City Council Chambers, Madison, Nebraska, on Wednesday, July 29, 2026, beginning at 7:15 AM.

CALL TO ORDER

Mayor Rob Fite called the meeting to order. Roll call found the following council members present: Rick Schommer, Paula Biehle, and Mindy Spray. Council members absent: Steve Ainsworth. Staff members present: City Treasurer Amy Wegener and City Clerk Ruth Yuman.

The Mayor presided over the meeting and the City Clerk recorded the proceedings. Upon opening of the meeting at 7:15AM, the Mayor welcomed all guests and gave a reminder to turn off electronic devices.

The Mayor informed the public about the location of the current copy of the Open Meetings Act in the back of the City Council room and accessible to members of the public.

Notice of the meeting was given in advance thereof by posting in the Madison Star Mail and three public places.

Notice was given to the Mayor and all members of the council and a copy of their Acknowledgement of Receipt for Notice is attached to the Minutes. Availability of the agenda was communicated in advance to the Mayor and Council of this meeting. All proceedings shown hereafter were taken while the convened meeting was open to the public.

NEW BUSINESS

Motion by Councilmember Biehle, Seconded by Councilmember Spray to approve the Regular Agenda. Roll Call: Yeas: Biehle, Spray, and Schommer. Absent: Ainsworth Nays: None. Motion carried.

The board discussed the appointment of Natalie Cudaback for both the Billing Clerk and the Deputy Treasurer position.

Motion by Councilmember Biehle, Seconded by Councilmember Spray to approve the appointment of Natalie Cudaback for the Billing Clerk and Deputy Treasurer Position at a Pay Scale of $24.40. Roll Call: Yeas: Biehle, Spray, and Schommer. Absent: Ainsworth Nays: None. Motion carried.

Motion by Councilmember Schommer, Seconded by Councilmember Spray to adjourn the meeting. Roll Call: Yeas: Schommer, Spray, and Biehle. Nays: None. Motion carried.

Ruth Yuman, City Clerk **Robert Fite, Mayor**

I, the undersigned City Clerk, hereby certify that the foregoing is the full, true and correct original document of the Madison City Council Meeting proceedings had and done by the Mayor and City Council; that all of the subjects included in the proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the Clerk; that such subjects were contained in said agenda for at least twenty-four hours prior to the meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said Minutes were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting.

Ruth Yuman, City Clerk

TREASURER'S REPORT

07/31/26	*Begin Balance*	*Disbursed*	*Received*	*End Balance*
CDBG Non-Interest	$ 0.35			$ 0.35
CRA - TIF Funds	$ 2,881.92	(2,828.08)	$0.58	$ 54.42
CRA - Operations	$ 8,491.82	0.00	$499.61	$ 8,991.43
CRA - Land Purchase	$ 22,874.23	0.00	$50.51	$ 22,924.74
Youth Rec	$ 915.79	(500.00)	$100.04	$ 515.83
Countryside Home	$ 60,914.20	(17,038.78)	$19,275.97	$ 63,151.39
General Checking	$ 100,213.70	(1,057,613.23)	$1,057,620.35	$ 100,220.82

Current Available balance as of 7-31-26 $7,770,332.91

CSH Therapy/RTU replacement Loan Principal Balance $ 392,685.58 (Monthly Pmts: $17,038.78) Pinnacle Bank

RESOLUTION NO. 2026-_____

BE IT RESOLVED by the Mayor and City Council of the City of Madison, Nebraska:

WHEREAS, public safety requires a specific declaration for a special community event on Main Street and within the official corporate limits of Madison, Nebraska.

NOW, THEREFORE, in consideration of the foregoing recital, the Mayor and City Council of the City of Madison, Nebraska, hereby resolve and declare that there shall be a community celebration sponsored by the Madison Chamber of Commerce called "The Madison Christmas Parade" which shall take place on Sunday, December 6, 2026, starting at 5:00 p.m., and ending at 6:00 p.m. (backup date if bad weather: Sunday, December 13, 2026, from 5:00 p.m. to 6:00 p.m.). The parade shall traverse Main Street in downtown Madison, and shall include a one-block segment of State Highway 32 only for the block between 3rd Street to 2nd Street. Main Street (including the Highway 32 portion) shall be closed for this period of time, after which control of the highway portion shall be relinquished to the Nebraska Department of Roads. The governing body of the City of Madison accepts all duties set out in Nebraska Revised Statutes §39-1359(2). If a claim is made against the State of Nebraska, the City of Madison shall indemnify, defend, and hold harmless the State from all claims, demands, actions, damages, and liability, including reasonable attorney's fees, that may arise as a result of the special event. See the attached map of the parade route, which indicates the location of barricades and signs.

IT IS FURTHER RESOLVED that any prior resolution in conflict with the provisions of this resolution are hereby repealed.

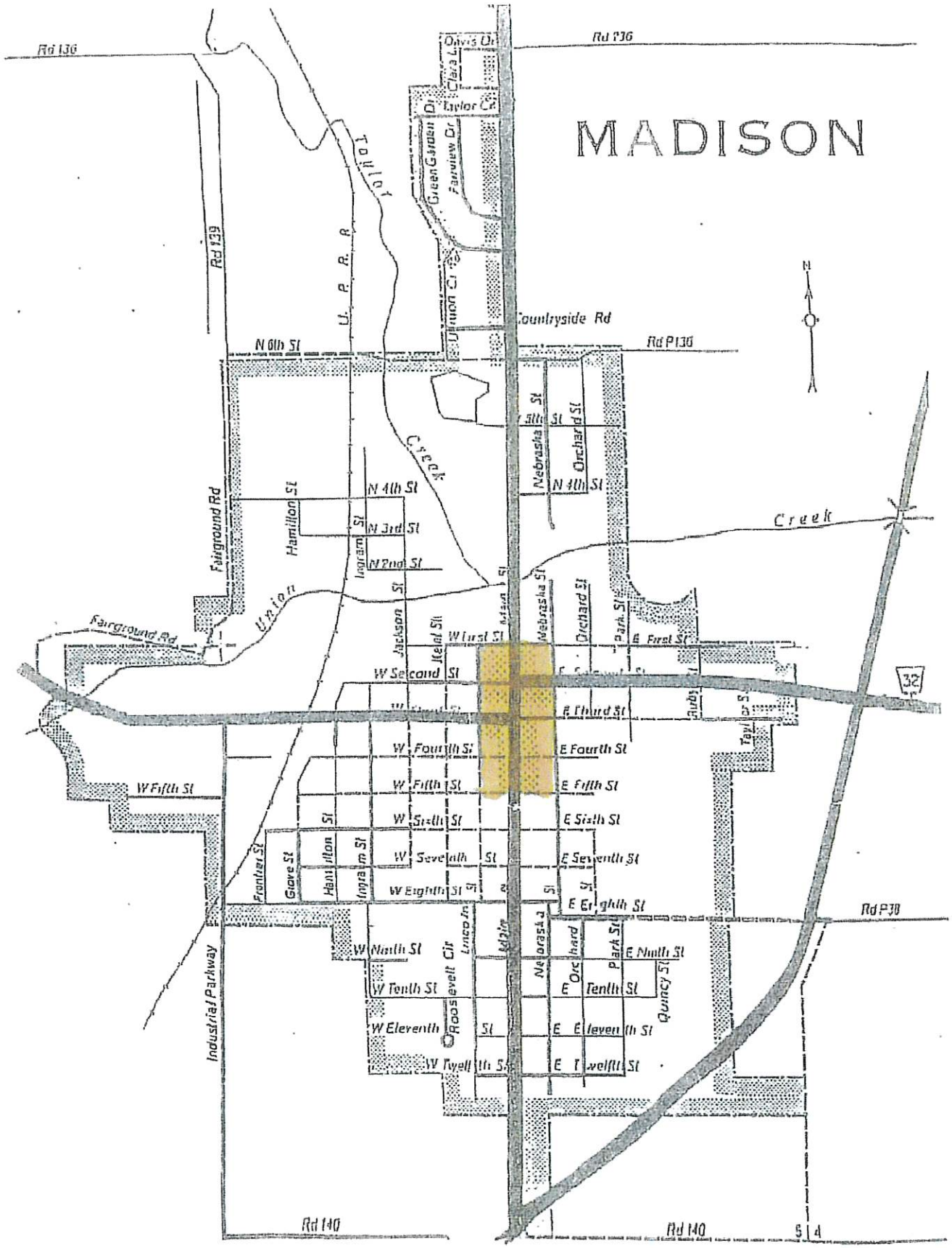
Passed and approved on August 12, 2026.

CITY OF MADISON

_____
Acting Mayor

ATTEST:

_____
City Clerk



Signs and barricades are on the east and west sides of intersections from 1st street to 4th Street

Revised 4th of July 06/24/19

Effective (NTP) Date		6/25/2026
Supplement Amount		$12,498.00
Total Agreement Amount	SRC	$273,835.38

PROFESSIONAL SERVICES AGREEMENT

SUPPLEMENT NO. 7

PRELIMINARY ENGINEERING SERVICES

CITY OF MADISON, NEBRASKA
MAINELLI WAGNER & ASSOCIATES, INC.
PROJECT NO. BRO-7059(16)
CONTROL NO. 32314
JACKSON STREET, MADISON

THIS SUPPLEMENTAL AGREEMENT is between the City of Madison, Nebraska ("LPA") and Mainelli Wagner & Associates, Inc. ("Consultant"), collectively referred to as the "Parties".

WHEREAS, Consultant and LPA entered into an agreement ("Original Agreement") executed by LPA on April 8, 2020; Supplemental Agreement # 1 executed by LPA on November 21, 2021; Supplemental Agreement # 2 executed by LPA on January 11, 2023; Supplemental Agreement # 3 executed by LPA on October 11, 2023; and Supplemental Agreement # 4 executed by LPA on September 11, 2024; Supplemental Agreement # 5 executed by LPA on April 29, 2025; and Supplemental Agreement # 6 executed by LPA on March 13, 2026 for Consultant to provide Preliminary Engineering services for LPA's project, and

WHEREAS, it is necessary that services as outlined in Exhibit "A" be added under this Supplemental Agreement, and

WHEREAS, it is necessary to increase Consultant's compensation by this Supplemental Agreement for the additional work necessary to complete the services under this Agreement, and

WHEREAS, LPA desires that this project be developed and constructed under the designation of Project No. BRO-7059(16) and formally authorizes the signing of this Agreement, as evidenced by the Resolution of LPA dated _____ day of _____, 20____, attached as Exhibit "B" and incorporated herein by this reference.

NOW THEREFORE, in consideration of these facts and mutual promises, the Parties agree as follows:

SECTION 1. SCOPE OF SERVICES

Consultant will perform the additional work as set out in Exhibit "A", Scope of Services, and Exhibit "B", Consultants Fee Proposal, attached and incorporated herein by this reference.

SECTION 2. NOTICE TO PROCEED AND COMPLETION

2.1 State on LPA's behalf, issued Consultant a written Notice-to-Proceed on June 25, 2026. Any work or services performed by Consultant on the project prior to the date specified in the written Notice-to-Proceed is not eligible for reimbursement.

2.2 Consultant will complete all work stipulated in the Original Agreement and this Supplemental Agreement by January 31, 2027.

representation set out herein.

EXECUTED by the Consultant on this 27th day of July, 2026.

MAINELLI WAGNER & ASSOCIATES, INC.
Jordan Wachal

Jordan J. Wachal
President

STATE OF NEBRASKA)
)ss.
LANCASTER COUNTY)

SUBSCRIBED AND SWORN to before me this 27th day of July, 2026.

GENERAL NOTARY-State of Nebraska
KATHERINE E MCFARLAND
My Comm. Exp. September 10, 2028

Katherine E. McFarland
Notary Public

EXECUTED by LPA this _____ day of _____, 20____.

CITY OF MADISON, NEBRASKA
Rob Fite

SIGN HERE

_____
Mayor

Subscribed and sworn to before me this _____ day of _____, 20____.

_____
Clerk

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION
Form of Agreement Approved for
Federal Funding Eligibility:

_____

_____
Date

SIGN HERE

RESOLUTION

PRELIMINARY ENGINEEING SERVICES AGREEMENT
SUPPLEMENTAL AGREEMENT – BK1943-007

CITY OF MADISON

Resolution No. _____

Whereas: City of Madison and Mainelli Wagner & Associates, Inc., have previously executed an Preliminary Engineering Services Agreement (BK1943) for a transportation project for which the Local Public Agency (LPA) would like to obtain Federal funds;

Whereas: City of Madison understands that it must continue to strictly follow all Federal, State and local laws, rules, regulations, policies and guidelines applicable to the funding of this Federal-aid project; and

Whereas: City of Madison and Mainelli Wagner & Associates, Inc. wish to enter into a Preliminary Engineering services supplemental agreement setting out modifications and/or additional duties and/or funding responsibilities for the Federal-aid project.

Be It Resolved: by the City Council of the City of Madison, Nebraska that:

Rob Fite, Mayor of City of Madison, is hereby authorized to sign the attached Preliminary Engineering Services Supplemental Agreement between the City of Madison and Mainelli Wagner & Associates, Inc.

NDOT Project Number: BRO-7059(16)

NDOT Control Number: 32314

NDOT Project Description: Jackson Street, Madison

Adopted this _____ day of _____, 20____ at _____Nebraska.

The City Council of City of Madison, Nebraska:

_____ _____

_____ _____

_____ _____

_____

Board/Council Member_____
Moved the adoption of said resolution
Member _____ Seconded the Motion
Roll Call: _____Yes _____No _____ Abstained _____ Absent
Resolution adopted, signed and billed as adopted

Attest:

_____
Signature City Clerk

EXHIBIT "C"

ORDINANCE NO. 838

AN ORDINANCE OF THE CITY OF MADISON, NEBRASKA, TO AUTHORIZE IMMEDIATE EMERGENCY REPAIRS TO THE INTERSECTION AT 7TH STREET AND LINCOLN STREET IN THE CITY OF MADISON; TO PROVIDE FOR AN EFFECTIVE DATE AND PUBLICATION AS PROVIDED BY LAW.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF MADISON, NEBRASKA:

Section 1. Pursuant to Neb.Rev.Stat. §17-568.01 and Madison City Code §30.37, the Mayor and City Council of the City of Madison hereby declare a public emergency exists in the breakages at 7th Street and Lincoln Street in Madison requiring immediate repairs at the intersection to prevent a serious loss of, or serious injury or damage to, life, health, or property. The governing body hereby authorizes spending up to $120,000.00 for the repair project, and to engage city engineer, Advanced Consulting Engineering Services, Inc., to prepare plans and specs and then to solicit bids from contractors. City engineer shall provide the bid tab to the Mayor and City staff requesting authorization to enter into a contract with the low responsive bidder, also taking into consideration the emergency timeline. Construction work shall include the removal and replacement of the brick manhole and paving at the intersection and may require the contractor to remove and replace paving and fix subgrade further to the north in light of the section of the curb that has collapsed. Due to the declared emergency, the usual requirement of first obtaining cost estimates and advertising for bids is hereby waived as authorized by the above laws.

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

Section 3. This ordinance shall be in full force and take effect from and after its passage, approval and publication in pamphlet form according to law.

Passed and approved unanimously on August 12, 2026.

CITY OF MADISON

ATTEST:

_____
Mayor

_____
City Clerk

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

National Society of Professional Engineers®

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (No. C-700, 2002 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated, and a change in one may necessitate a change in the other.

SPECIAL NOTE ON USE OF THIS FORM:
This abbreviated Agreement form is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of importance on most projects. In most cases, Owner and Engineer will be better served by the Standard Form of Agreement Between Owner and Engineer for Professional Services (No. E-500, 2002 Edition), or one of the several special purpose EJCDC professional services agreement forms.

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1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

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SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 10, 2026 ("Effective Date") between

City of Madison ("Owner")

and Advanced Consulting Engineering Services, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for 7TH & Lincoln St Intersection ACES #403-038 ("Project").

Description of Engineer's Services: Please see attached Exhibit "A".

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus, reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

By Engineer:

upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) 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.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor=s work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor' s work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright

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and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Engineer.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Also included as part of this agreement are the following Attachments:

Exhibit "A" Scope of Services Between Advanced Consulting Engineering Services, Inc. and the City of Madison.
Exhibit "B" Schedule of Engineering Fees
Exhibit "C" Schedule of Rates and Charges

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of $ **$ 8,000**

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding ____ months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:		ENGINEER:	
By:		By:	Jeanne R Ritter
Title:	Mayor	Title:	Treasurer
Date Signed:		Date Signed:	8-10-2026
		License or Certificate No. and State	
Address for giving notices:		Address for giving notices:	
City of Madison		Advanced Consulting Engineering Services, Inc.	
211 S Lincoln		133 W Washington St	
PO Box 527		PO Box 218	
Madison, NE 68748		West Point, NE 68788	

EJCDC E-520 Short Form of Agreement Between Owner and Engineer for Professional Services
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EXHIBIT "A"

CONTRACT BETWEEN ADVANCED CONSULTING ENGINEERING SERVICES, INC. AND THE CITY OF MADISON FOR PAVING AND SANITARY SEWER REPAIRS AT THE INTERSECTION OF 7TH AND LINCOLN STREET

Advanced Consulting Engineering Services, Inc. (ENGINEER) shall provide the City of Madison (CITY) the following services for the development of plans and specifications for the removal and replacement of the existing paving and brick manhole at the intersection of 7th and Lincoln Streets, along with exploring possible erosion of soils under the paving, subgrade preparation, placing crushed rock foundation course, and replacing driveways and sidewalks as needed.

Topographic Study and Boundary Survey

ENGINEER will complete a topographic survey of the project area. Utility companies will be asked to mark existing utilities adjacent to the property. Utility locations will be shown on the topographic survey. Elevations and topographic information will be used to prepare plans and specifications.

Not Included:

- Soils investigation,
- Permits,
- Wetland delineation,
- Drainage study,
- Legal Survey.

Design

ENGINEER shall provide the CITY with plans and specifications for the construction of the proposed earthwork, sanitary sewer, and paving improvements. Final plans and specifications are to be submitted to the CITY and other regulatory agencies for their review.

Deliverables:

- Cost estimate for review and discussion at City Council meeting,
- Two sets of final plans and specifications to the City of Madison,
- Information to regulatory agencies for review and approval.

Meetings:

- Meeting with CITY to discuss final plans.

Not Included:

- Fees to regulatory agencies,
- Filing fees,
- Review fees.

Bidding and Negotiating

ENGINEER shall send invitations to Bid to selected contractors; said invitation shall include a list of quantities for the proposed project and an approximated schedule. This project will be done under emergency conditions so some of the advertisement and bidding requirements will be waived. ENGINEER will solicit bids and estimated timeline for construction from 3 contractors. This information will be provided to CITY with a bid tabulation form and a letter of recommendation of award of contract. Upon award of contract the ENGINEER shall prepare contracts for the approved bidder and issue notice of award and notice to proceed.

Deliverables:

- Solicit prices from contractors,
- Bid tabulation form,
- Recommendation of award.

Construction Phase Engineering

Upon award of contract and issue of the notice to proceed, the ENGINEER shall review shop drawings of materials to be used in the construction of the proposed improvements. ENGINEER will coordinate schedules of various contractors and utility companies, review and make recommendations on monthly pay estimates, and make site visits to ensure that the project is being completed in accordance with approved plans and specifications. As part of this phase, the ENGINEER or ENGINEER's REPRESENTATIVE will make necessary trips (3 trips are planned) to the project site to ensure compliance with plans and specifications.

Deliverables:

- Copies of approved shop drawings,
- Copies of all inspection reports,
- Pay applications from CONTRACTORS,
- Recommendation on payments to CONTRACTORS,
- Review of geotechnical reports,
- Review of testing reports.

Meetings:

- Pre-construction meeting with CITY, CONTRACTOR, and utility companies to coordinate construction,
- Random site visits,
- Walk-thru to determine substantial completion.

Not Included:

- Geotechnical testing,
- Destructive concrete testing,
- Full time project observation,
- Inspection of SWPPP appurtenances,
- Completion of reports on review of SWPPP.

Post-Construction Phase Services

ENGINEER will verify earthwork by spot checking elevations at necessary locations, prepare as-built drawings, and measure final quantities. ENGINEER shall provide certificate of final completion to all contractors. ENGINEER shall conduct an 11th month observation to determine if any deficiencies are apparent and will notify CITY and CONTRACTORS of work that needs to be repaired.

Deliverables:

- As-built drawings,
- List of final quantities,
- Certificate of construction,
- Notes from final walk-thru meeting,
- Notes from 11th month walk-thru meeting.

Meetings:

- Site visit to measure final quantities and spot check elevations,
- Final walk-thru to determine completion of project,
- 11th month walk-thru.

EXHIBIT "B"
SCHEDULE OF ENGINEERING FEES

MILESTONE	LUMP SUM FEE	Milestone Date
Topographic Survey	$1,000	August 10, 2026
Design	$4,500	August 14, 2026
Bidding	$500	August 25, 2026
Construction Phase	$1,500	As per contractor's schedule
Post-Construction Phase	$500	As per contractor's schedule
COST OF ENGINEERING SERVICES	**$8,000**	

EXHIBIT "C"

SCHEDULE OF RATES AND CHARGES

Surveying/Staking/Topographic Services

Terry Schulz, R.L.S.	$90.00/hour
S.I.T.	$85.00/hour
Crew Member	$40.00/hour
GPS Equipment	$25.00/hour
Robotic Total Station Equipment	$25.00/hour
CAD Drafting	$60.00/hour
Office Personnel	$65.00/hour

Professional Services

John Zwingman	$185.00/hour
Leanne Ritter	$120.00/hour
Senior Project Engineer	$175.00/hour
Project Observation	$75.00/hour
Office Personnel	$65.00/hour
Drafting	$60.00/hour
Designer	$100.00/hour

Miscellaneous Reimbursable Expenses

Mileage	$0.68/mile
Hotel	Room Charges +10%
Flags	$0.50
Hubs	$1.00
Lath	$2.00
Pins/Rebar/Caps	$10.00
Copies (8½" x 11")	$0.35/page
Copies (11" x 17")	$0.25/page
Copies (Large)	$2.00/lin. ft.
Meals (Breakfast)	$6.00/day
Meals (Lunch)	$8.00/day
Meals (Dinner)	$12.00/day
Four-Wheeler	$50.00/day
Filing Fees	$10.00/each

City Council Agenda Memo

Date: August 12, 2026

To: Mayor and City Council

From: Andrew Colvin, Economic Development Director

Subject: Lantern Health Services Consulting Agreement

Background: The City of Madison owns the skilled nursing facility property located at 703 Main Street, Madison, Nebraska, which is currently leased to Arbor Care as operator. Prior to Arbor Care, the City of Madison appointed a separate board of directors that had oversight of the operations of the facility. Around 2019/2020, the City transferred operations to Arbor Care, who has since leased the building.

Arbor Care owns all of the licenses and certificates related to the operation of the facility. The City is exploring the potential transfer of the facility's operations back to the City of Madison and requires specialized expertise to evaluate the feasibility and implications of such an undertaking. The proposed agreement engages Lantern Health Services, LLC to provide consulting services related to the City's due diligence review and assessment of the potential acquisition via transfer of operations.

Discussion: Under the agreement, Lantern Health Services will review and analyze information obtained through a due diligence process, assist with regulatory and certification matters as requested, provide guidance on operational and financial considerations, and prepare a written presentation of findings following receipt of the requested due diligence materials. The agreement term runs through October 31, 2026, unless terminated earlier in accordance with the contract provisions.

Compensation will be based on an hourly rate of $140 for due diligence review, consultation, site visits, and report preparation. Travel time will be reimbursed at $45 per hour. Any authorized out-of-pocket expenses will also be reimbursable.

The consulting services will provide the City with professional operational, regulatory, and financial analysis necessary to make informed decisions regarding the possible acquisition and operation of the skilled nursing facility.

Financial Consideration: Consulting services will be billed at $140 per hour, plus approved travel and reimbursable expenses. Total cost will depend upon the scope of review and services requested by the City.

Staff Recommendation: Staff recommend approval of the Consulting Agreement between the City of Madison and Lantern Health Services, LLC and authorize the Mayor to execute the agreement on behalf of the City.

The Countryside Care Center is an important social and economic asset for the Madison Community. The City of Madison owned and operated the facility successfully for many years. The City Council has the duty to ensure the citizens' interest in the facility is protected and all due diligence is completed.

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) amends and is made a part of all Services Agreements (as defined below) between **City of Madison, Nebraska** (“Covered Entity”) and **Lantern Health Services, LLC** (“Business Associate”). This Agreement is effective August 12, 2026 ("Effective Date").

1. **Definitions**.

a. **Catch-all definition**. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclose or Disclosure, Electronic Protected Health Information, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information or PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Other capitalized terms used but not otherwise defined in this Agreement shall have the meaning ascribed in the HIPAA Rules.

b. **Specific definitions**.

(1) "***Business Associate***" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Business Associate.

(2) ***“Business Associate Functions”*** means all functions performed by Business Associate under one or more Services Agreements on behalf of Covered Entity which involve the creation, receipt, maintenance or transmission of PHI by Business Associate or its agents or Subcontractors on behalf of Covered Entity.

(3) "***Covered Entity***" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean the party identified above as Covered Entity.

(4) **“*HIPAA Rules”*** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended at the time the section is to be applied.

(5) ***“Services Agreements”*** means all agreements whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.

2. **Purpose**. The HIPAA Rules require Covered Entity to obtain, and Business Associate to provide, satisfactory written contractual assurances before Business Associate may create, receive, maintain, or Disclose PHI to perform Business Associate Functions. This Agreement is entered into to provide the contractual assurances required under the HIPAA Rules.

3. **Obligations of Business Associate**. As an express condition of performing Business Associate Functions, Business Associate agrees to:

a. Not Use or Disclose PHI other than as permitted or required by this Agreement or as otherwise Required by Law.

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information, to prevent Use or Disclosure of PHI other than as provided for in this Agreement.

c. Report to Covered Entity's designated privacy official, without unreasonable delay but in no event more than three (3) business days after discovery by Business Associate, any Use or Disclosure of PHI not provided for by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. If Business Associate does not have available complete information in satisfaction of 45 CFR 164.410(c) within three (3) business days of discovery of the impermissible Use or Disclosure, Business Associate shall provide all information it has at such time, and immediately update Covered Entity with additional information as it becomes available through prompt investigation. This Agreement serves as Business Associate's notice to Covered Entity that attempted but unsuccessful Security Incidents regularly occur and that no further notice will be made by Business Associate unless there has been a successful Security Incident or attempts or patterns of attempts that Business Associate determines to be suspicious.

Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of any impermissible Use or Disclosure. In the case of a Breach as determined to exist in the sole discretion of Covered Entity which was due to a violation of this Agreement by Business Associate, Business Associate shall pay for the reasonable costs of investigation, mitigation and notification to affected Individuals.

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

e. Within five (5) business days of request by an Individual or notification by Covered Entity, make available to Covered Entity the Individual's PHI maintained by Business Associate in a Designated Record Set in accordance with 45 CFR 164.524. If the requested PHI is maintained in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such PHI, Business Associate must provide Covered Entity with access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to between Covered Entity and the Individual and within the technical capability of Business Associate. Business Associate is not authorized to independently

respond to an Individual's request and shall refer all Individuals to Covered Entity to make any such request.

f. Notify Covered Entity within five (5) business days of any request by an Individual to amend PHI maintained by Business Associate in a Designated Record Set, direct the requesting Individual to Covered Entity for handling of such request, and promptly incorporate any amendment accepted by Covered Entity and communicated to Business Associate in accordance with 45 CFR 164.526. Business Associate is not authorized to independently agree to any amendment of PHI and shall direct all Individuals to Covered Entity to make any such request.

g. Maintain a record of those Disclosures of PHI by Business Associate or its agents or Subcontractors which are subject to the Individual's right to an accounting under 45 CFR 164.528 and within five (5) business days of notification by Covered Entity report such Disclosures to Covered Entity in a form permitting Covered Entity to respond to an Individual's request for an accounting. Business Associate is not authorized to independently respond to an Individual's request and shall direct all Individuals to Covered Entity to make any such a request.

h. Make its internal practices, books and records relating to this Agreement available to the Secretary of HHS and to Covered Entity for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Rules.

i. Comply with any voluntary restriction on Use or Disclosure of PHI under 45 CFR 164.522(a) of the HIPAA Rules when accepted by Covered Entity and communicated to Business Associate. Business Associate shall direct Individuals to Covered Entity to make any such request.

j. Comply with any reasonable requests by Individuals under 45 CFR 164.522(b) to receive communications of PHI by alternative means or at alternate locations when accepted by Covered Entity and communicated to Business Associate. Business Associate shall direct Individuals to Covered Entity to make any such request.

k. Limit the Uses and Disclosures of, or requests for, PHI for purposes described in this Agreement to the Minimum Necessary to perform the required Business Associate Function. Business Associate shall comply with any additional requirements for the determination of Minimum Necessary as are required from time to time by the HIPAA Rules, as amended, or through additional guidance published by the Secretary.

l. To the extent Business Associate is expressly obligated under the Services Agreements to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

m. Except for the specific Uses and Disclosures for the Business Associate's own management and administration or to carry out the legal responsibilities of

Business Associate, Business Associate shall not Use or Disclose PHI in a manner that would violate the HIPAA Rules if done by Covered Entity.

4. **Permitted Uses and Disclosures of PHI**. Business Associate shall only Use or Disclose PHI as follows:

a. Business Associate may Use or Disclose PHI as Required by Law.

b. Business Associate may Use or Disclose PHI as necessary to carry out Business Associate Functions.

c. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

d. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that the information will remain confidential and be Used or further Disclosed only as Required by Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate in writing of any instances of which it is aware in which the confidentiality of the information has been breached or compromised.

e. If specifically identified as a Business Associate Function in the Services Agreements, Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity.

f. If de-identification is listed as a Business Associate Function in the Services Agreements, or if Business Associate is expressly permitted to de-identify PHI and use data thus de-identified for its own uses in the Services Agreements, Business Associate may Use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Business Associate may use de-identified data only for the purposes specified in the Services Agreements.

5. **Responsibilities of Covered Entity**. Covered Entity agrees to:

a. Notify Business Associate promptly of any restriction on the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent such restriction may affect Business Associate's Use or Disclosure of PHI.

b. Notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

c. Provide Business Associate with a copy of any amendment to PHI which is accepted by Covered Entity under 45 CFR 164.526 which Covered Entity believes will apply to PHI maintained by Business Associate in a Designated Record Set.

d. Not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, with exception for any Data Aggregation services permitted under Section 4.

6. **Supervening Law**. Upon the enactment of any law or regulation affecting the Use or Disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, the parties agree to amend this Agreement in such manner as is necessary to comply with such law or regulation. If the parties are unable to agree on an amendment within thirty (30) days, either party may terminate the Services Agreements on not less than thirty (30) days' written notice to the other.

7. **Liability and Indemnification**. Each party shall be responsible for the acts and omissions of its own agents, employees and contractors. Notwithstanding the foregoing, and notwithstanding any limitation of liability or disclaimer of damages in the Services Agreements or elsewhere, to the extent that the Secretary determines that Business Associate is acting as an agent of Covered Entity under the Services Agreements or this Agreement, Business Associate shall indemnify Covered Entity for any fines, civil monetary penalties or monetary resolutions incurred by Covered Entity, plus reasonable attorneys' fees of Covered Entity, arising out of or relating to the actions or omissions of Business Associate which constitute a breach of this Agreement by Business Associate.

8. **Term and Termination**.

a. **Term**. This Agreement shall become effective on the Effective Date and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and Subcontractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Agreement designed to safeguard PHI shall survive expiration or other termination of the Services Agreements and shall continue in effect until Business Associate has performed all obligations under this Agreement and has either returned or destroyed all PHI.

b. **Termination**. Covered Entity may immediately terminate this Agreement and the Services Agreements, if Covered Entity makes the determination that Business Associate has breached a material term of this Agreement. Alternatively, Covered Entity may choose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

c. **Business Associate Obligations Upon Termination**. Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

(i) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or as to which Business Associate reasonably determines such PHI is technically incapable of being returned or destroyed;

(ii) Return to Covered Entity or, if not provided for in the Services Agreements, destroy the PHI not retained pursuant to Section 8.c.(i) that the Business Associate maintains in any form;

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic Protected Health Information retained by Business Associate to prevent Use or Disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

(iv) Not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Sections 4.c. and 4.d. which applied prior to termination; and

(v) Return to Covered Entity or, if not provided for in the Services Agreements, destroy the PHI retained by Business Associate pursuant to Section 8.c.(i) when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities, except where Business Associate reasonably determines such PHI is not technically capable of being returned or destroyed.

9. **Miscellaneous**.

a. **Covered Entity**. For purposes of this Agreement, and as applicable to the Business Associate Functions of Business Associate under the Services Agreements covered by this Agreement, references to Covered Entity shall include the named Covered Entity and all other covered entities named in and covered by the Services Agreements.

b. **Survival**. The respective rights and obligations of Business Associate and Covered Entity hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Covered Entity and Business Associate under the HIPAA Rules.

c. **Interpretation; Amendment**. This Agreement shall be interpreted and applied in a manner consistent with Covered Entity’s and Business Associate's

obligations under the HIPAA Rules. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire Business Associate *relationship* between the parties, as amended, from time to time, through Services Agreements or other means.

d. **Waiver**. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

e. **Severability**. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

e. **No Third-Party Beneficiaries**. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies or obligations.

f. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Covered Entity:	Business Associate:
_____	Lantern Health Services, LLC
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title:_____	Title:_____
Date Signed: _____	Date Signed: _____

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (this "**Agreement**") is entered into as of August 12, 2026, by and between the City of Madison, Nebraska, a political subdivision of the State of Nebraska (the "**Owner**"), and **LANTERN HEALTH SERVICES, LLC**, a Nebraska limited liability company (the "**Consultant**").

RECITALS

A. Consultant is engaged in the business of providing various consulting and consulting-related services to health facilities, including skilled nursing facility and assisted living operations.

B. Owner owns a property located at 703 Main Street, Madison, NE 68748. This property has a skilled nursing facility on premises that is leased to a third party. Owner desires to explore the opportunity to acquire the operations of said skilled nursing facility.

C. Owner desires to engage Consultant as an independent contractor, and not as an employee, on the terms and conditions set forth herein, with regard to the services more particularly described herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, and intending to be legally bound, the parties hereto agree as follows:

1. **Engagement.**

1.1. Engagement. The Owner hereby engages Consultant to render, as an independent contractor, the consulting services described in Exhibit A hereto and such other services as may be agreed to in writing by the Owner and Consultant from time to time (the "**Services**").

1.2. Acceptance. Consultant hereby accepts the engagement to provide consulting services to the Owner on the terms and conditions set forth herein.

2. **Term.** This Agreement will commence on the date first written above, and unless modified by the mutual written agreement of the Owner and Consultant, shall continue until October 31, 2026. Notwithstanding the foregoing, this Agreement may be terminated prior to the scheduled expiration as follows:

2.1 Insolvency. If either party hereto shall: (1) apply for or consent to the appointment of a receiver, trustee, liquidator or similar official for all or a substantial part of its assets, (2) file a voluntary petition in bankruptcy or admit in writing its inability to pay

its debts as they come due, (3) make a general assignment for the benefit of creditors, (4) file a petition or answer seeking an order for relief, a reorganization or an arrangement with creditors or to take advantage of any insolvency law, (5) become subject to an order, judgment or decree entered by any court, on the application of a creditor or otherwise, adjudging such party as bankrupt or insolvent or appointing a trustee, liquidator or similar official, and such order, judgment or decree shall continue unstayed and in effect for thirty (30) consecutive calendar days, or (6) otherwise cease to meet its financial obligations in the ordinary course of business.

2.2 Uncorrected Material Breach. In the event either party shall fail to discharge any of its non-monetary material obligations hereunder and such default shall continue for a period of thirty (30) days after the other party has served notice of default, this Agreement may then be terminated at the option of the non-breaching party by notice thereof to the breaching party. No termination regarding a non-monetary obligation shall occur so long as attempts to cure the default are commenced within the thirty (30) day period and are continuing in good faith, even if the curing process extends beyond the thirty (30) day period. In the case of a failure to discharge any monetary obligation, including the payment of any consulting fees, if such default shall continue for a period of ten (10) days past the date due, the non-breaching party shall have the right to terminate this Agreement upon notice to the other party.

2.3 Notice. Upon ten (10) days' prior written notice by either party for any reason or without any reason.

3. **Compensation.**

3.1. Fee. In consideration of the services to be performed by Consultant, the Owner agrees to pay Consultant in the manner and at the rates set forth in Exhibit B.

3.2. Expenses. Out-of-pocket expenses incurred by Consultant that are authorized by the Owner in advance in writing shall be reimbursed by Owner to Consultant.

4. **Consultant's Business Activities.**

4.1 Time. Consultant shall devote such time, attention and energy to the business and affairs of the Owner as requested by the Owner, and in any event no less than the amount of time specified in Exhibit A hereto.

4.2. Records. Consultant shall keep and periodically provide to the Owner a log describing the work activities and hours of Consultant.

4.3. Quality of Service. The services provided by Consultant shall be performed in a professional manner.

4.4. Timely Performance. The services shall be performed in a timely manner and shall meet deadlines agreed to between Consultant and Owner.

5. **Confidential Information.**

5.1. Confidentiality. Each party agrees that neither it, nor its employees, agents, or representatives will disclose to any person, entity, or group any of the information, trade secrets, materials, or other information or techniques of the disclosing party which are shared with, imparted or divulged to, or developed for the recipient party pursuant to this Agreement or allow such information to be copied or disseminated in any way without the approval of the disclosing party except for (i) information that is otherwise publicly available, (ii) information that at the time of disclosure was already lawfully in the possession of the recipient client, (iii) information that was obtained from another person who, to the knowledge of recipient party, is not a party to a confidentiality agreement with the disclosing party, or (iv) the information was independently developed by the recipient party through using lawfully obtained information.

5.2. HIPAA. The Parties will comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("**HIPAA**") insofar as it applies to it with respect to the protecting the confidentiality of protected health information. It is acknowledged that Consultant may have access to confidential protected health information ("**PHI**"), including, but not limited to, patient identifying information for the purpose of fulfilling the terms and conditions of this Agreement and the service offered hereunder. Consultant agrees that its (1) will not use or further disclose PHI other than as permitted by this Agreement or required by law; (2) will protect and safeguard from any oral and written disclosure all confidential information regardless of the type of media on which it is stored (e.g., paper, fiche, etc.) with which it may come in contact; (3) use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement or required by law; (4) will ensure that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement shall agree to all of the same restrictions and conditions to which Consultant is bound; (5) will report to Owner any unauthorized use or disclosure immediately upon becoming aware of it, and (6) will comply with all applicable laws and regulations, specifically including the privacy and security standards of the HIPAA.

6. **Interference with a Party's Business.**

6.1. Non-Solicitation of Employees. Notwithstanding any other provision of this Agreement, for a period of one year after termination of this Agreement, no Party shall, directly or indirectly, employ, solicit for employment, or advise or recommend to any other person that such other person employ or solicit for employment, any person employed or under contract (whether as a consultant, employee or otherwise) by or to any other Party during the period of such person's association with that Party and one year thereafter.

6.2. Non-Solicitation. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, for a period of two (2) years after termination of this Agreement:

6.2.1 Consultant shall not, directly or indirectly, solicit any clients or customers of the Owner, and with whom Consultant had contact on behalf of the Owner or on whose accounts Consultant worked with in connection with this Agreement (excluding any clients or customers who were clients and customers of Consultant during the 12-month period prior to the date of this Agreement); and

6.2.2 Owner shall not, directly or indirectly, solicit any clients or customers of the Consultant, and with whom Owner had contact with in accordance with this Agreement or on whose accounts Owner worked with in connection with this Agreement (excluding any clients or customers who were clients and customers of Owner during the 12-month period prior to the date of this Agreement).

6.3. Independent Consulting. Consultant is free to engage in other independent consulting activities, provided that consultant does not engage in any such activities which are inconsistent with or in conflict with any provisions hereof, or that so occupy Consultant's attention as to interfere with the proper and efficient performance of the Consultant's services thereunder.

6.4. Return of Materials. Consultant agrees that upon termination of this Agreement, Consultant will return to the Owner all notes, memoranda, writings, documents, and any other material containing or disclosing any confidential or proprietary information of the Owner. Consultant will not retain any such material.

7. **Representations and Warranties.**

Consultant represents and warrants that (i) Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with the Owner, (ii) the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) Consultant will not use in the performance of its responsibilities under this Agreement any Confidential Information or trade secrets of any other person or entity and (iv) Consultant has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

8. **Indemnification.**

8.1 Consultant agrees to indemnify, defend and hold harmless Owner, its officers, managers, members, employees and agents for, from and against any and all losses, claims, damages, suits, causes of action, administrative actions, judgments, fines, penalties, costs and expenses, including reasonable attorney's fees that directly and solely arises out of, or results from Consultant's gross negligence or willful misconduct in performance of the Services hereunder by Consultant. Consultant shall have no indemnification liability hereunder that arises from or relates to inaccurate or incomplete information or data provided to Consultant by Owner or any failure of Owner to timely provide information requested by Consultant in the performance of Services hereunder. It is expressly understood that Consultant shall not be liable, and Owner will hold

Consultant harmless, for any liability resulting from or due to Owner's failure to follow the lawful, reasonable advice and recommendations of Consultant.

8.2 Owner hereby agrees to indemnify, defend and hold harmless Consultant, its officers, managers, members, employees and agents for, from and against any and all losses, claims, damages, suits, causes of action, administrative actions, judgments, fines, penalties, costs and expenses, including reasonable attorney's fees, that arise out of, result from or otherwise relate to Owner's gross negligence or willful misconduct performance hereunder, or the operation of the Owner's facility, including any inaccurate information provided by Owner, its employees or agents to Consultant which are utilized in Consultant's Services hereunder, including without limitation any matters for violation of any regulations relating to reimbursement for services at the facility; provided, however, that the obligations of Owner hereunder shall not extend to any losses, claims, damages, causes of action, costs, and expenses that arise out of or result from gross negligence or willful misconduct of Consultant.

9. **Limitation on Damages.** It is agreed by the parties that the Owner's sole remedy in the event of the Consultant's wrongful failure or refusal to materially perform its obligations pursuant to the provisions of this Agreement, but excluding therefrom the gross negligence of the Consultant or its employees, shall be limited to proceeds from Consultant's insurance coverage actually paid (plus any deductible) for the event; provided that in the event Consultant shall not receive proceeds from such insurance coverage, Owner's sole remedy shall be limited to the amount of Consulting Fees then paid to Consultant hereunder. Notwithstanding anything to the contrary contained herein, Client expressly acknowledges and agrees that Consultant cannot guarantee any specific outcome with relation to the performance of Services hereunder.

10. **Miscellaneous.** The following miscellaneous sections shall apply to this Agreement.

10.1. **Entire Agreement.** This Agreement, contains the entire understanding and agreement between the Parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

10.2. **Amendment.** This Agreement may be amended only by a writing signed by Consultant and by a representative of the Owner duly authorized.

10.3. **Severability.** If any provision of this Agreement shall be declared by any court to be illegal, void or unenforceable, the other provisions hereof shall not be affected and shall remain in full force and effect.

10.4. **Rights Cumulative.** The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by any Party hereto (or by its successors), whether pursuant to this Agreement, to any other agreement, or to law, shall not preclude or waive its right to exercise any or all other rights and remedies.

10.5. **Nonwaiver.** No failure or neglect of any Party hereto in any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by any Party hereto must be contained in a written instrument signed by the Party to be charged and, in the case of the Owner, by an executive officer of the Owner or other person duly authorized by the Owner.

10.6. **Assignment.** This Agreement may not be assigned by Consultant without the Owner's prior written consent. This Agreement may be assigned by the Owner in connection with a merger or sale of all or substantially all of its assets, and in other instances with the Consultant's consent which consent shall not be unreasonably withheld or delayed.

10.7. **Compliance with Law.** In connection with its services rendered hereunder, Consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

10.8. **Independent Contractor.** The relationship between Consultant and the Owner is that of independent contractor. Consultant retains the discretion in performing the tasks assigned, within the scope of work specified. Neither the Consultant nor the employees of Consultant, if any, are, or shall be deemed to be, employees of Owner within the meaning or application of any Federal or State tax, unemployment, industrial accident insurance, labor or workman's compensation laws, or otherwise. Neither Consultant nor Owner shall have authority to assume or create any obligation, express or implied, on behalf of the other, nor will the Owner make deductions from fees to the consultant for taxes, insurance, bonds or the like. Neither Consultant nor Owner shall have the authority to represent itself as an agent, employee, or in any other capacity of the other.

10.9. **Governing Law.** This Agreement shall be governed by and construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nebraska.

10.10. **Notices.** All notices which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be sufficient in all respects if given in writing and delivered in person or mailed registered, certified or express mail, postage prepaid as follows:

If to Owner:
Rob Fite, Mayor
City of Madison
211 S. Lincoln St
Madison, NE 68748

If to Consultant:
Sharon K Colling, President/CEO
Lantern Health Services, LLC
10430 N. 152nd Ct.
Waverly, NE 68462

or at such other address as any Party hereto shall have designated by notice in writing to the other Party hereto.

10.11 **Survival.** The obligations and duties of Sections 5 and 6 shall survive any expiration or termination whatsoever of this Agreement in accordance with their terms.

10.12 **Excusable Delay.** Neither party shall be liable for damages, including liquidated damages, if any, for delays in performance or failure to perform due to causes beyond the control and without the gross negligence of the party claiming the excuse. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of the United States government, fires, electrical outages, floods, epidemics, quarantine restrictions, strikes, embargoes, or unusually severe weather.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Consulting Agreement has been duly executed on the date set forth above.

OWNER:

CITY OF MADISON, NEBRASKA

By: _____

Name: Rob Fite
Title: Mayor, City of Madison, NE

MANAGER:

LANTERN HEALTH SERVICES, LLC

By: _____

Name: Sharon Colling
Title: President/CEO

Exhibit A

SERVICES

In accordance with the Agreement, Consultant shall perform any of the following Scope of Services upon request:

1. General Review and Analysis of Information Requested by Owner and Received by Lessee, including but not limited to:

    A. All items on the 'Due Diligence Checklist' provided to by Owner to Lessee on August 5, 2026 and incorporated as an attachment to this Consulting Agreement.

    B. Review of additional materials as requested by Owner and agreed upon by Consultant

2. Performance of specific duties or activities upon request of Owner

    A. Certification, Licensure, Registration and Legal Requirements Consultant may assist Owner as requested with compliance procedures necessary for Owner to obtain: (a) certification of the Facility as a provider of services under Titles XVIII (Medicare) and XIX (Medicaid) of the Social Security Act; and (b) State licensure and registration of the Facility as a long term care facility under all applicable laws.

    B. Regulatory Communications Consultant may assist Owner if possible with communications received from any regulatory agency that could have a material impact on the licensure, certification or financial performance of Facility or summarize and convey to Owner the contents of such communications.

    C. Budget Preparation and Approval Consultant may assist the Administrator as needed with the preparation and provision to Owner of a proposed budget and cash flow projections covering the succeeding twelve (12) months at the beginning of each Facility fiscal year. Consultant makes no guaranty, warranty, or representation whatsoever in connection with the accuracy of any budget prepared hereunder, and Owner agrees that the budgets are intended as good faith estimates only.

    D. Other Activities Upon request of Owner and mutually agreed upon by both parties, Consultant may assist Owner with other activities as part of this scope of services.

3. A presentation of findings shall be prepared by Consultant and delivered to Owner within ten calendar days of receipt of **all** items on the aforementioned 'Due Diligence Checklist'

Exhibit B

FEES

Fees due under this Agreement shall be calculated as follows:

- $140 per hour for 'Due Diligence Checklist' review, on-site visitation time, consultation, and report writing.

- Travel will be reimbursed at $45 per hour travel time.

- In the event that Consultant travels to Madison for the express purpose of attending a meeting at which his/her attendance has been requested, and said meeting has been cancelled without notice to the Consultant, Owner will pay an additional fee of $350.00 per occurrence.

Exhibit C

Copy of 'Due Diligence Checklist'

(Given to Lessee on 8/05/26)

For the Skilled Nursing Facility:

Census and Financial

1. Resident days by care level and payer source; provide for years 2024, 2025 and 2026 YTD
2. The Medicaid Rate Letter(s) for years 2024, 2025 and 2026 YTD
3. The list of Private Pay rates for years 2024, 2025 and 2026 YTD
4. The list of current contracted Payer Sources (Medicaid, Medicare, Medicare Advantage, Veteran's Contract, Hospice Agreements, Other Managed Care and Insurance Agreements, etc.) with copies of agreements
5. A list of any contracts or Payer Sources that have been terminated by either party in years 2024, 2025 and 2026 YTD
6. If applicable, provide the Medicaid rates for specialized memory care/behavioral care
7. The Medicaid and Medicare Cost Reports filed for the most recent completed year, as well as this year's Medicaid Cost Report when filed (by Sept 30, 2026)
8. The detailed Asset Depreciation Schedule for the Medicaid Cost Report for the most recent completed year, as well as the one that will be utilized for this year's Medicaid Cost Report
9. List of all currently leased equipment (Computers, printers, postage machines, patient lifts, diagnostic equipment (i.e., ultrasounds, bladder scans, etc.)
10. Inventory list upon transfer of operations to Arbor Care Centers and inventory list upon transfer to City of Madison
11. Details of any bans on admission and/or Civil Monetary Penalties (CMPs) for years 2024, 2025, and 2026 YTD. Verification of release of any assessed Bans on Admission/CMPs.
12. List of Vendors utilized in years 2024, 2025 and 2026 YTD, including (but not limited to): clinical software vendor(s), payroll companies, third party billing companies, therapy companies and group purchasing contracts
13. Any pending litigation and/or liens against facility
14. Amount of outstanding resident room & board refunds and RTA funds due to discharged residents
15. Copies of any Certificates of Exemption from IRS, Unemployment Ins, Dept of Revenue, etc.
16. Income Statement for years 2024, 2025, and 2026 YTD *(continued on next page)*

Exhibit C

Copy of 'Due Diligence Checklist'

(Given to Lessee on 8/05/26)

Building/Property

1. Any available third party reports (ie, property condition, sprinkler system and fire system quarterly reports, electrical and door inspection audits, roof inspections, wander system, security cameras, etc.) for years **2025 and 2026** YTD
2. Most recent backflow prevention inspection report, *regardless of date.*
3. The most recent internal electrical and door inspection audits for years **2025 and 2026** YTD
4. List of any recent capital expenditures/renovations in excess of $3,000 per item for years 2024, 2025 and 2026 YTD
5. List of vehicles currently owned/leased by entity
6. Any known or anticipated deferred maintenance or capital improvements to facility, grounds or capital equipment

Employees

1. The number of current full-time, part-time and PRN employees by department/role
2. Number of employee hires and terms for years 2024, 2025 and YTD 2026
3. Copy of most recent Employee Handbook
4. The current employee benefit package, including current wage scale, EE health insurance, EE dental/vision insurance, any pension/401K/403B plans, other EE benefits. Include names of providers, rates and percentages currently paid by employees, and number of EE utilizing each benefit.
5. Copy of current NCCI Experience Modification Rating (E-Mod) with E-Mod Factor and, if possible, name-redacted EE claims.
6. Disclosure of any pending or anticipated employee disputes, lawsuits, discrimination claims or workers comp cases/claims

Operations

1. A copy of the list of Key Department Heads, Medical Director, and Ancillary Providers (including therapy companies) that must be given to surveyors within one hour of entrance to the facility
2. Copy of existing Transfer Agreements with local hospitals and emergency disaster locations

(Continued on Next Page…)

Exhibit C

Copy of 'Due Diligence Checklist'

(Given to Lessee on 8/05/26)

3. Resident Trust Account (RTA) – Copy of RTA bond, number of residents utilizing RTAs, name of bank where RTA resides, current dollar amount held in RTA and any RTA amounts due to residents.
4. List of Staffing Agencies currently being used. Prior Staffing agencies from years 2024, 2025 and 2026 YTD that are no longer being used
5. Hours of Agency Staffing in 2026 YTD
6. Number of Current Staff and number of Current Open Positions (by number and/or FTEs)
7. Proof of Submission of PBJ Reports for 2025 and 2026 YTD, as well as any notices from PBJ of errors
8. Copy of the last two facility health inspections and life safety inspections, along with plan of correction
9. Dates of Quality Assurance meetings held in 2024, 2025 and 2026 YTD
10. Number of current grievances by residents/families and/or current Ombudsman interventions
11. A sample copy of all Resident Admission paperwork, including the Admission Agreement
12. ** Ability to utilize Medicaid and Medicaid numbers for up to three (3) months post-transaction to City of Madison

(End of Initial Due Diligence Document)