

**LOWER NIOBRARA NATURAL RESOURCES DISTRICT**  
**Business Agenda**  
**November 3, 2025, at 7:00 p.m.**  
**Butte Community Center, Butte, NE**

1. Call to Order / Statement of Publication / Open Meeting Law Poster
2. Roll Call
3. Approval of Agenda\*
4. Approval of October 6, 2025, Regular Meeting Minutes\*
5. Morton Buildings Q & A
6. General Managers Report
7. Programs Assistant Report
8. Water Resources Coordinator Report
9. NARD Report (Hansen)
10. West Knox Rural Water Report (Dan Ebel)
  - a. Acknowledge Receipt of Minutes and Approve Action Items\*
11. BGMA Coordinator Report
12. Partner Reports
  - a. Natural Resources Conservation Service (Adam Nolan)
  - b. Niobrara Council (Connell)
  - c. NE RC&D Report (Hansen)
  - d. NC RC&D Report (Connell)
  - e. Friends of the Missouri (Naprstek)
  - f. Missouri Sedimentation Action Coalition (Naprstek)
13. Resignation of Ray Naprstek, Sub-District 5\*
14. Operations Committee Report and Recommendations
  - a. Building Recommendations\*
  - b. Operating Recommendations\*
15. NSWCP Activities\*
16. Approval of the October Treasurer's Report\*
17. Public Comment
18. Excuse Absent Directors
19. Adjourn

\*Indicates potential action item

<b>Review Expenditure Receipts:</b>	<b>Linda Hoffman</b>	<b>Chuck Zeggars</b>
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10/23/2025 4:30 p.m. WE



## Construction Proposal

**Owner**

Lower Niobrara NRD  
TBD

Butte, Nebraska 68722  
Other:

**Deliver To**

Lower Niobrara NRD  
TBD

Butte, Nebraska 68722  
Other:

	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
#1	306	81'	14' 4"	75'	8'	3.5/12	0/12	27' 8"	14' 10"
#2	306	81'	10' 4"	65'	8'	3.5/12	0/12	23' 8"	10' 10"

306 81'x14' 4"x75' (#1) - Building Use: Commercial - Office and Warehouse  
 306 81'x10' 4"x65' (#2) - Building Use: Commercial - Office and Warehouse  
 Connected to Bldg #1's Wall 2 S side, 0' from Bldg #1's left corner.

**Payment Terms**

Total price is based on payments according to the payment schedule shown. Payments are subject to the Terms and Conditions, #2. All applicable Taxes are included.

Approximate delivery after December 01, 2025.

Down payment type: Check #

Down Payment:	<b>\$161,191.00</b>
Delivery Payment:	<b>\$40,800.00</b>
Final Payment:	<b>\$21,258.00</b>
<b>Total:</b>	<b>\$223,249.00</b>

**Customer Signature**

**THIS ORDER CONSISTS OF BUILDING SPECIFICATION(S), COLUMN PLAN(S), BUILDING COLOR DEFINITION(S), SITE WORK RESPONSIBILITIES, SITE CONDITIONS, BUILDING SITE SPECIFICATIONS (06/10), TERMS AND CONDITIONS (5/22), CONSTRUCTION PLANNING WARNING (06/10), AND 620 FLUOROFLEX® LIMITED WARRANTY WHICH ARE ATTACHED AND INCORPORATED HEREIN**

By signature below, I certify that property owner listed holds property upon which construction will be performed under this Order and has given permission for construction.

Print Property  
Owner's Name: \_\_\_\_\_

Signature of Gary Richardson

Signature Date

The individual signing this agreement represents that he or she (as applicable) has the authority to bind the entity named in this agreement to all of its terms and conditions.



### Building #1 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	81'	14' 4"	75'	8'	3.5/12	0/12	27' 8"	14' 10"

306 81'x14' 4"x75' (#1) - Building Use: Commercial - Office and Warehouse

#### Additional Information

##### Scope Included in this Contract:

- Geotechnical Report.
- Certified Structural and Architectural Plans for Complete Building.
- Site Work To Prepare Building Pad for an 81'x140' Building (81'x14'-4"x75' & 81'x10'-4"x65').
  - Includes The Following:
    - Mobilization of equipment.
    - Labor and Equipment to layout building pad.
    - Labor and Equipment to set grade for building.
    - Prepare 10' perimeter beyond the building pad.
    - Fill Materials Trucked to site from Emme Pit (approximately 5000 yds).
    - Rock Drive Lane- Includes Road Fabric- Base Rock- Topping Rock- Trucking and Placing.
    - Final Grade- Original Dirt from Clearing and Grubbing used.
    - Prepare Site for 81'x66' Parking Lot.
- Morton Buildings Crew To Set Morton Foundation System - MFS Concrete Lower Columns in Ground. Morton Buildings, Inc. exclusive foundation system. Reinforced precast concrete column with an internal threaded adjustment bracket set in a ready-mix poured footing set below frost depth or a minimum of 4'-0" below building grade. Fastened to a laminated wood column with an internal column connector bracket (Upper column not included, will be on later contract with rest of building).
  - Includes Material and Labor for Lowers Only.

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**Additional Information:**

- A separate contract will be required for any of the items that will be added at a later date from the list of Not Included items below.

**Scope Not Included In Contract:**

- Certified Civil Drawings.
- Certified Mechanical Drawings.
- Interior & Exterior Concrete for floors, sidewalks, aprons, parking lot, etc.
- Blown-In Attic Insulation.
- Overhead Doors.
- Interior Framing/Finishes for Office and Shop.
- Interior Walkdoors.
- Exterior Windows and Walkdoors.
- Morton Buildings Material and Labor for remainder of Buildings.
- HVAC.
- In-Floor Heat.
- Plumbing.
- Electrical.
- Landscaping.

**Supplemental Terms and Conditions**

Customer relieves Morton Buildings, Inc. from liability for snow infiltration which may occur under certain conditions including but not limited to high wind, snow level and building orientation.

All interior walls, ceilings, rooms, and stalls shown on the plan view are: 1) of nominal size. Actual size may vary. If project requires specific clearances in any room, then those specifications must be added to the contract, and 2) not included by Morton Buildings unless specifically stated in the Scope of Work.

Owner's Initials  
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MBNP  
GC License:

22865-18

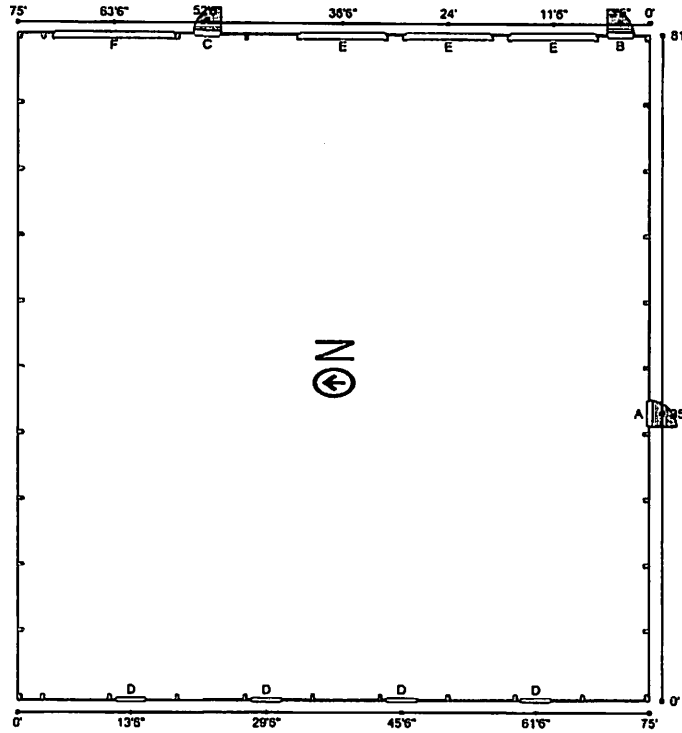


**MORTON BUILDINGS, INC.**

252 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Project: \_\_\_\_\_  
Date: 10/14/2025  
Page: 4 of 19

### 306 81'x14' 4"x75' (#1) Column Plan



Owner's Initials \_\_\_\_\_



### Building 306 81'x14' 4"x75' (#1) Color Definition

Roof (3.5/12 PITCH)	Color
HiRib Steel	Black
Vent-A-Ridge	Black
Soffit	Black
Gable Trim (Roof)	Black
Fascia	Black
Gutter	Black

OHD/Coil-Up Doors	Color
Overhead Door Trim	Black
Overhead Door Panel	White

Side & End Wall	Color
HiRib Steel	White
3"x4" Upper Downspouts	White
Corner Trim Above Wainscot	White
Transition Trim	White
Base Trim	White

Walk Doors	Color
Walkdoor No CrossBuck/Panel (Fibersteel & MB)	White
Walkdoor With CrossBuck/Panel (Fibersteel & MB)	White
Fibersteel Trim	Black

Wainscot	Color
HiRib Steel	Black
Corner Trim	Black
Base Trim	Black
Lower Downspouts	Black

Windows	Color
MB Windows	White **
Trim	Black

\*\* Features not manufactured by Morton may have a color deviation from Morton painted steel colors.

This building will not be connected to another building and no other Morton building is on site.

Owner's Initials



### Building #2 Specifications

Building Info	Style	Width	Height	Length	Truss Spacing	Roof Pitch	Lower Chord	Peak Height	Soffit Height
	306	81'	10' 4"	65'	8'	3.5/12	0/12	23' 8"	10' 10"

306 81'x10' 4"x65' (#2) - Building Use: Commercial - Office and Warehouse  
Connected to Bldg #1's Wall 2 S side, 0' from Bldg #1's left corner.

#### Supplemental Terms and Conditions

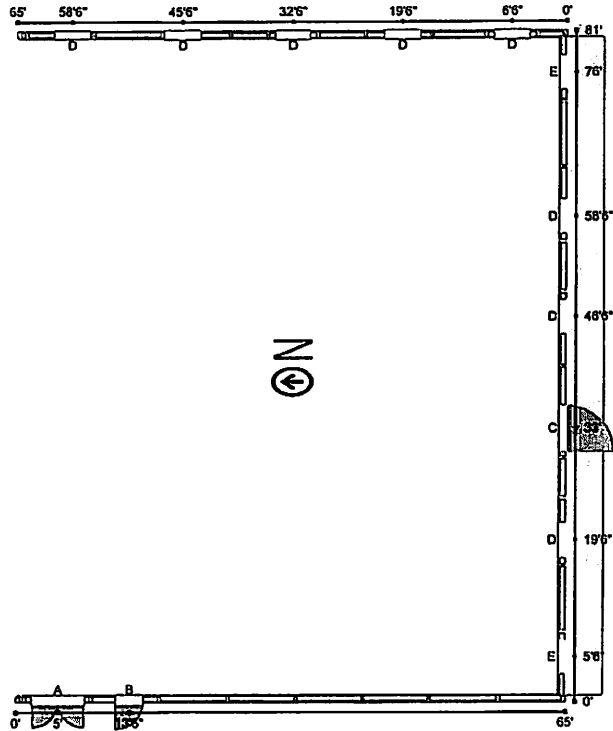
Customer relieves Morton Buildings, Inc. from liability for snow infiltration which may occur under certain conditions including but not limited to high wind, snow level and building orientation.

All interior walls, ceilings, rooms, and stalls shown on the plan view are: 1) of nominal size. Actual size may vary. If project requires specific clearances in any room, then those specifications must be added to the contract, and 2) not included by Morton Buildings unless specifically stated in the Scope of Work.

Owner's Initials  
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**306 81'x10' 4"x65' (#2) Column Plan**



Owner's Initials



## Building 306 81'x10' 4"x65' (#2) Color Definition

Roof (3.5/12 PITCH)	Color
HiRib Steel	Black
Vent-A-Ridge	Black
Soffit	Black
Gable Trim (Roof)	Black
Fascia	Black
Gutter	Black
Ceiling	White ‡

Side & End Wall	Color
HiRib Steel	White
3"x4" Upper Downspouts	White
Corner Trim Above Wainscot	White
Transition Trim	White
Interior Liner of Wall	White §
Base Trim	White

Wainscot	Color
HiRib Steel	Black
Corner Trim	Black
Base Trim	Black
Lower Downspouts	Black

Windows	Color
Pella Impervia Windows	White **
Trim	Black

Eyebrow	Color
Eyebrow Roof	Unknown
Standard Eyebrow Gutter	Black
Eyebrow Soffit	Black

Walk Doors	Color
Walkdoor No CrossBuck/Panel (Fibersteel & MB)	White
Fibersteel Trim	Black
Commercial Door Trim	Black

\*\* Features not manufactured by Morton may have a color deviation from Morton painted steel colors.

‡ Floating 2"x4" - 32" o.c. for suspended ceiling  
§ 2"x4" Wall Striping at 16" o.c.

Owner's Initials  
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## Site Work Responsibilities

Morton Buildings, Inc. has prepared Building Site Specifications with Diagrams and made them part of this agreement. The checklist below designates whether Morton (MBI) or Owner (O) is responsible to perform and pay for the services identified.

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### Permit

- (Owner) Building
- (Owner) Zoning
- (Owner) Road Access

### Site

- (Owner) Site Survey
- (MBI) Site Engineering (plan, water, soil bearing)
- (Owner) Environmental Impact Study
- (Owner) Percolation Test
- (Owner) Private utility lines identified and marked
- (Owner) Site Preparation (Pre-Construction)
- (Owner) Purchase of (Pre-Construction) Fill Material
- (Owner) Obstruction Removal
- (Owner) Covering or Disconnection of Electrical Lines
- (Owner) Termite Pre-Treatment
- (Owner) Final/Finish Grading
- (Owner) Landscaping
- (Owner) Snow Removal
- (MBI) Dumpster/Trash Removal
- (MBI) Utility Line Marking/Digging Clearance
- (MBI) Port-A-John

### Other

- (MBI) None
- (Owner) None

### Concrete

- (Owner) Poured Foundation/Wall (see scope of work)
- (Owner) Floor/Interior (Flatwork)
- (Owner) Concrete Flatwork Preparation
- (Owner) Door Approach/Exterior
- (Owner) Sidewalks

### Utilities

- (Owner) Temporary Electrical Service
- (Owner) Permanent Electrical rough-in/hookup
- (Owner) Gas Service rough-in/hookup
- (Owner) Water Service rough-in/hookup
- (Owner) Sewer Service rough-in/hookup
- (Owner) Cable TV Service rough-in/hookup
- (Owner) Internet Service rough-in/hookup

### Applicable Inspections

- (Owner) Termite
  - (Owner) Footing
  - (Owner) Framing
  - (Owner) Electrical Rough
  - (Owner) Electrical Finish
  - (Owner) Plumbing Rough
  - (Owner) Plumbing Finish
  - (Owner) HVAC/Mechanical Rough
  - (Owner) HVAC/Mechanical Finish
  - (Owner) Fire/Life Safety
  - (Owner) Final
  - (Owner) Certificate of Occupancy
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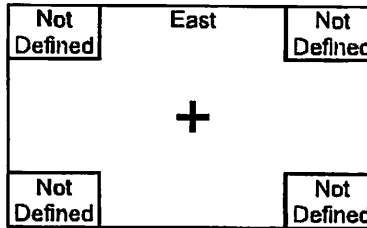
### Site Conditions

The building site was inspected on 1/2/2025 by:

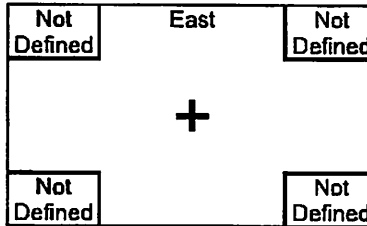
Attach a photograph of site taken on above date and describe site preparation which must take place before delivery of material:

Define Benchmark Location:

306 81'x14' 4"x75' (#1)



306 81'x10' 4"x65' (#2)



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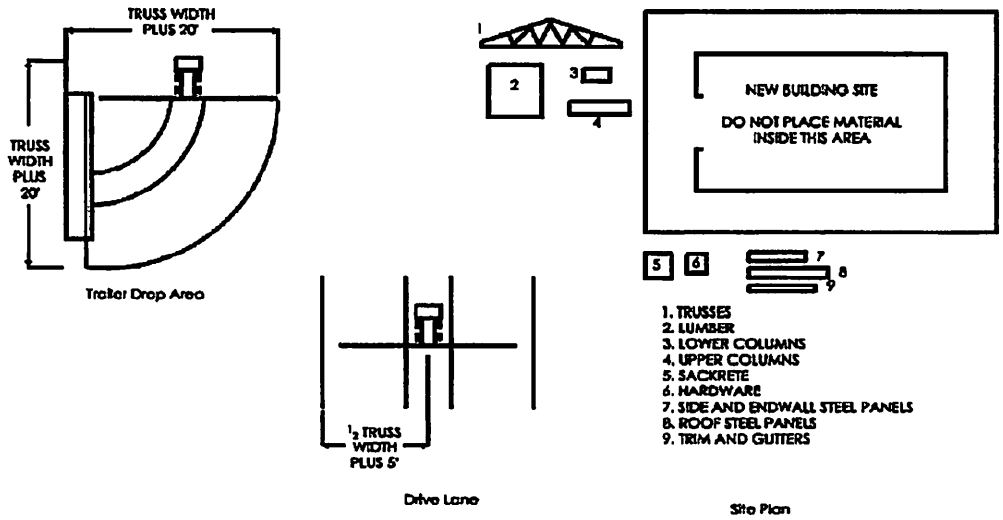
## Building Site Specifications (06/10)

The importance of a prepared site cannot be overemphasized. You, the Owner, and your Morton Sales Consultant will inspect your site and make an evaluation of the site in preparation for construction of your Morton building.

1. You are required to designate on the Site Work Responsibilities which responsibilities are yours and which are the responsibilities of Morton Buildings, Inc. [hereinafter "Morton"].
2. If it is your responsibility to obtain plans, reports, permits, or variances, you must do so within a reasonable time, or the specified date on the Construction Proposal page. If delivery of your building material is delayed through no fault of MBI, upon notice, the order may be re-priced or terminated at the option of MBI. If the order is terminated, expenses accrued plus reasonable overhead and profit will be due. The responsibilities for site preparation, foundation or permitting which are yours, must be completed before materials are delivered to the job site. If the site is not prepared upon arrival of materials, Morton has the option of delivering the materials or returning the materials to the origin of shipment. If materials are delivered, you will be responsible for any damage to materials due to storage at the site or other causes outside Morton's control. If materials are returned, you will be responsible for delivery and restocking charges when materials are reshipped to job site.
3. Site preparation includes establishing a safe working perimeter around the building site. This is a minimum of 10 feet working area beyond the edge of a proposed overhang on the building, a minimum of 30 feet away from non-insulated or damaged insulated wires, including overhead and underground lines, that conduct electricity and a minimum of 10 feet away from any insulated wires, including underground lines, that conduct electricity. Morton delivery and construction crews are authorized to refuse to work on unsafe job sites. If site preparation is your responsibility and the site is deemed unsafe, you will be responsible for any damages, including delay damages, incurred by Morton until the site is made safe for work.
4. If Special Site conditions were noted on Site Work Responsibilities, Morton may, with approval of the Safety Department, elect to build on your site using additional safety equipment or safety methods which will add extra charges to the total price.
5. Failure to provide services prior to construction for which you are responsible constitutes a waiver of Morton's liability for any damage which occurs as a result of your failure to provide agreed services on Site Work Responsibilities including, but not limited to, diminution in value for failure to provide survey or structural failure or building movement for failure to provide site engineering or proper site preparation. If the building is built on all or part of an existing foundation, Owner waives any claim against Morton for damage or loss caused by failure of any part of the building due to inadequate foundation and agrees to indemnify, defend and hold Morton harmless for same.
6. Buildings anchored in the ground must resist wind uplift. The soil composition and compaction must sustain loads for which concrete was designed. Improper drainage can cause frost heave. Improper site preparation and landscaping after construction can lead to wind damage, structural damage, settling, frost heave and cracking of walls or floors. If site preparation is your responsibility, you waive all liability against Morton for the above damages due to inadequate site preparation.
7. Definition of a Prepared Site
  - a. Site is level when rough grade is within +/- one (1) inch to agreed elevation.
  - b. Site allows all columns to set to natural, undisturbed soil of footings provided and meets earth work criteria below.
  - c. Grade elevation and finish floor elevation are marked on an agreed benchmark.
  - d. Building corners are flagged with either grade stakes or locator flags.
  - e. A minimum 10-foot wide clear work area is available around the perimeter of building, graded to slope 1-2 inches per foot away from building (not to exceed 2 inches per foot).
  - f. Site is free from above and below grade obstructions.
  - g. 110 Volt electricity is within 200 feet of building site unless noted otherwise in the Construction Agreement.
  - h. Overhead power lines within 30 feet of building, working area, unloading area or material storage area are either covered or disconnected.
  - i. Access to site and space for unloading is available as described below.
  - j. Underground utility lines (Telephone, Electric, Gas, Water, Sewer, Cable TV, Fiber Optics) are located and clearly marked by local utility companies or Owner if lines are private. Owner is responsible for any charges by utility company to mark private lines.
  - k. Soil compaction to 95% of its maximum density or that specified in an engineering report for the site.
8. Earthwork criteria

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- a. Site preparation consists of the removal of organic matter, loose top soil, vegetation, unsuitable soil types, and cutting high areas or filling low areas with well-graded fill that is free of rocks (4" or larger except in column area where maximum size must be 1" or less), free of debris and frost when placed, and can be compacted to 95% of its maximum density. Earth removed from high areas can only be used if it meets these specifications.
- b. If the building will have a concrete floor, a minimum of 4 inches of well-graded fill must be provided to level the rough grade. Well-graded fill is material consisting of particle sizes from its coarsest to finest particles, is trimable, compactable and granular. A washed sand is not compactable and must not be used for fill.
- 9. You release Morton and accept all liability for any losses that result from damage to private utility lines not properly marked and identified before construction.
- 10. If, during construction, underground obstructions require special digging equipment and/or additional labor, the cost plus reasonable markup will be charged as extra charges if site preparation is your responsibility.
- 11. You must provide suitable access to the work site. Additional charges will be added to the Construction Agreement if the trailer drop area and drive lane do not meet the criteria below and Morton must drop materials away from the work site. Construction equipment can cause tire ruts in soft ground or damage concrete driveways or sidewalks if the only access is over these areas. You accept all liability for repairs to the work site which result from reasonable ingress, egress or equipment (such as lift trucks) usage during building construction by Morton or its subcontractors.
- 12. Morton recommends that final grading of the job site not be done before construction. Owner is responsible for repairs to site if final grading is done before construction.
- 13. Access to Site and Space for Unloading
  - a. Material for your building will be delivered on one or more flat bed trailers. The semi-tractor is equipped with forklifts to mechanically unload materials. The truck driver will need space to maneuver and stack the building materials.
  - b. You or your representative must be present during the unloading to accept delivery and to call for assistance in case of an emergency.
  - c. Trailer drop location must be reasonably level. Area can be on the job site, main driveway, or near the building site.
  - d. Drive lane is a path from trailer to stacking area on which unloading semi-tractor must travel. There must be at least 5 foot clearance on either side of the truss suspended from forks. Trusses are usually the same length as building width.
  - e. All materials will be stacked in the designated locations per the diagram below. If material needs to be dropped more than 200 feet from the building location, an additional charge will be added to the Construction Agreement.
- 14. You must designate an area for excess dirt (spoillings) stockpiled on site before construction begins.



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## Terms and Conditions (5/22)

1. Morton Buildings, Inc. [hereinafter "Morton"] shall submit a request for payment in a manner agreed by the Parties. Morton may stop work if any payment, including payment for extra work, is not made to Morton according to the terms of this Order. If such non-payment occurs, Morton may keep the job idle without liability until all payments are received.
2. In the event of default by Owner under any term of this Order, including the schedule set forth in the Payment Terms, Morton shall be entitled to 1 1/2% per month interest (18% annual rate) or the maximum rate allowed by law in the state where the Work is located if less than 18% annual rate. Owner agrees to pay Morton reasonable costs and attorney fees incurred to enforce the terms of this Order.
3. The Owner, by making final payment under this Order, waives any claim that it may have against Morton for damages from defects that are known to the Owner or apparent from reasonable inspection at the time final payment is made except for those upon which Owner has given notice to Morton as either a punchlist item or a claim for warranty repair. This waiver does not affect Owner's right to make a claim for warranty repair for defects which are not known or reasonably apparent at time of final payment.
4. Title to all materials incorporated in the project shall remain with Morton until Owner has made all payments required under this Order. If Owner fails to make such payments, Morton shall be entitled to retake possession of such materials incorporated into the project by Morton or its Subcontractors regardless of any damage to the structure or to Owner's property that such repossession might entail. Material shipped to the job site by Morton which is not used in construction remains the property of Morton.
5. **WARNING TO OWNER: IF YOU SIGN THIS ORDER, MORTON, ITS SUBCONTRACTORS OR SUPPLIERS WHO PROVIDE WORK OR MATERIALS TO THE JOB SITE MAY HAVE A RIGHT UNDER THE LAWS OF YOUR STATE TO FILE A MECHANIC'S LIEN ON YOUR PROPERTY. THIS MEANS YOUR PROPERTY CAN BE SOLD WITHOUT YOUR PERMISSION AND WITHOUT ANY COURT ACTION IF YOU MISS ANY PAYMENT REQUIRED BY THIS ORDER. STATE LAW MAY CONTAIN IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO CONSTRUCTS YOUR BUILDING. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER SOME STATE LAWS, AND FAILURE TO FOLLOW THEM MAY AFFECT YOUR ABILITY TO FILE A LAWSUIT.**
6. This Order is conditioned upon Owner's ability to arrange satisfactory financing for the project. Before work begins, Owner shall disclose to Morton its arrangements for financing payments required under this Order according to Morton's credit policy. Morton will have no obligation to start work until Morton is satisfied that such financial arrangements are reasonably adequate to assure payment. Financial information submitted by Owner for review will be treated by Morton as confidential information.
7. The terms and conditions of this Order must be reviewed by Design Services and accepted by the Corporate office of Morton Buildings, Inc., located in Morton, IL. If the review indicates that local code compliance requires additional charges, Owner will be notified and given the option to cancel the order or proceed at the new price. Prior to acceptance, Morton may reject the Order and discharge all liability to Owner by return of any monies paid by Owner as down payment. Owner will receive written notice of acceptance from the Corporate office.
8. The terms and conditions set forth in this Order constitute the entire agreement between the Parties. No other warranties, representations, including any building visualization produced by graphic software, conditions, proposals or agreements, whether oral or written, shall be binding unless incorporated into this Order which can only be modified by an agreement in writing signed by Owner.
9. Morton shall be excused for any delay in completion of the agreement caused by acts of God; acts of owner, or owner's agents, employees or independent contractors; inclement weather, acts of public utilities, public bodies, or inspectors (but not related to possible defects in Morton's performance); changes requested by Owner; or other contingencies unforeseen by Morton and beyond its reasonable control. Owner acknowledges the approximate Delivery Date on this Order may change and agrees to accept delivery of materials at any reasonable time after the Order has been placed on shipping schedule.
10. After acceptance of the Order, Morton may terminate its obligations under the agreement if embargoes; acts of war or terrorism; inability to obtain transportation, labor or materials or reasonable substitutes for transportation, labor or materials; government restrictions or controls; judicial orders; civil commotion; fire, flood, or other casualty; or any other unforeseen, whether or not foreseeable, causes beyond its reasonable control render performance commercially impracticable under the agreement.

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11. Morton may, at its option, terminate its obligations under this agreement if construction costs (defined as all equipment, material, labor and shipping to construct the building) increase more than 5% from the print date of the construction proposal until no less than 60 days prior to shipment of the materials. If a greater than 5% increase in construction costs occurs between the print date of the construction proposal and no less than 60 days prior to shipment of the materials, Morton will provide the Owner notice with the option to perform the agreement with the addition of a surcharge reflecting the cost increase related to the project. If Owner does not agree to the surcharge, the agreement will be terminated and Owner will be required to pay Morton all costs plus reasonable markup expended in performance of the agreement to date of termination.

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Owner's Initials

12. Morton may bar occupancy of the project by Owner until Morton has received all payments due under the terms of this Order. Owner may take possession of the building before completion provided all payments have been made and Owner has provided proof to Morton of insurance for the building and contents. Morton's obligation to provide Builder's Risk insurance ceases upon Owner's occupancy or use if such occurs before completion of construction.
13. Morton and its Subcontractors shall, at their expense, obtain and maintain insurance with reputable carriers on all their operations through completion of project, including the following coverages:
- a. Workers' compensation and employer's liability as required by law;
  - b. Commercial general liability insurance covering all operations;
  - c. Automobile liability insurance, including coverage for all owned, hired and non-owned vehicles;
  - d. Broad form Builder's Risk in a sum at least equal to the agreed price of the Order and any subsequent change orders.
14. Morton disclaims any and all liability for damage to person or property resulting from mold growth within any part of the building envelope due to moisture entering the building envelope prior to Morton's completion of construction, or as a result of damage to or penetration of the building by others. Subterranean termites are a potential source of damage to lumber and other wood products. Treated lumber in columns, splashboards or sill plates will not keep termites out of a building. Pre-treatment of the site, including the area around the columns, splashboards, concrete or block foundations and under floors is recommended. This is especially important in a building with enclosed insulated walls. Only preservative treated lumber in a Morton building is warranted against termites.
15. The drawings provided with this Order are the property of Morton and represent a preliminary layout and rough sketch of a Morton building. Use of these documents for purposes of construction is strictly prohibited. Reproduction of these documents by anyone for any reason without written permission from Morton is prohibited. The actual design of your building will be developed and approved by licensed design professionals if required by law. Plans and specifications developed for this order are incorporated as part of the order as though set forth in detail herein; however, to the extent there may be discrepancies between Building Specifications and plans, Building Specifications supersede and control.
16. Design and construction are based on the Building Use designated in the Building Specifications. Owner accepts all liability and indemnifies and holds Morton harmless for losses, additional expenses or damages, including delay damages, which arise because the building is not used for its intended purpose stated in this Order.
17. In the event that any part of this Order shall be found to be void or unenforceable, such findings shall not be construed to render any other part of the Order either void or unenforceable, and all other parts of this Order shall remain in full force and effect unless the part(s) which is/are found to be invalid or unenforceable shall substantially affect the rights or obligations of either party.
18. Purlin shadowing / oil canning is a normal aesthetic condition of steel roofing and/or steel siding material.
19. This Order (and any change order thereto) may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, will be deemed an original, but all of which will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by fax, email or other electronic means will be equally as effective as delivery of a manually executed counterpart of this Order.
- Facsimile or scanned signatures on this Order and any related documents, and digital or electronic signatures where authorized under applicable law, will be fully binding for all purposes under this Order, although any documents that are to be recorded must be executed by both parties with original signatures.
- By accepting goods, by acknowledging receipt of this Order (or any change order thereto), or by allowing commencement of the Work, Owner agrees to the terms and conditions contained in this Order (or any

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Owner's Initials

MBNP  
GC License:

22965-18



**MORTON™ BUILDINGS, INC.**

262 W. Adams, P.O. Box 399 • Morton, Illinois 61550-0399

Project: \_\_\_\_\_  
Date: 10/14/2025  
Page: 15 of 19

applicable change order), although its agreement to such terms and conditions is not limited to the foregoing methods. This Order (or any change order) may be accepted by Owner without signature.

Owner's Initials  
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## Construction Planning Warning (06/10)

Morton Buildings, Inc. [hereinafter "Morton"] offers complete "turn-key" construction services by acting as General Contractor for your building project. The advantage to you, the Customer, is single-source responsibility for your project which significantly decreases construction delays due to scheduling and coordinating subcontractors. It has been our experience that irreparable damage can be inflicted to the function and aesthetics of buildings by careless installers unfamiliar with the Morton Buildings' system. Additionally, the Limited Warranty provided by Morton may be adversely affected or voided by work performed by other than Morton employees or subcontractors. Naturally, Morton cannot be held liable for the design and workmanship of others. If you decide to manage any aspect of the construction yourself, you must follow these guidelines:

### 1. Site Preparation

If you are responsible for site preparation, your order contains detailed specifications for preparation of your site. Your signature on the order certifies that the site preparer (you or your subcontractor) has read and understood the specifications provided by Morton and has prepared the site accordingly. Please be aware that the structural integrity of your Morton building depends on adequate site preparation; your certification means you accept liability for failure of any portion of the building due to site preparation done by anyone other than Morton or a Morton subcontractor.

### 2. Building Plan

If you elect to construct any portion of the interior of your Morton building, you must provide to Morton, during the planning phase of your building, an interior design layout, including, but not limited to, plans (certified, if required by your local building authorities) for any mechanical, plumbing, fire safety or electrical work to be done inside the building. These plans may necessitate changes to the design of your Morton building. By your signature on the order, you are certifying that you accept financial responsibility for changes made after construction begins if the plans provided during the design phase were inadequate or incomplete requiring additional changes to the Morton structure.

Acceptance of your plans by Morton does not relieve you or your contractors from liability for any inaccuracies in the plans. Morton does not review, approve, guarantee or warrant work done by anyone other than Morton or Morton's subcontractors; Morton expressly relies on the accuracy of the plans and documents provided by you when verifying the final design of your Morton building. Please be aware that local Building Code requirements and Life Safety issues may dictate specific building requirements, especially if the building includes living quarters or is used by the public. You expressly accept liability for compliance with all codes, laws and regulations for plans or documents provided by you to Morton.

Life safety issues to consider when planning your building include, but are not limited to, sleeping rooms must be provided with emergency escape to the outside by doors or escape windows, walls between the living area and the garage must be separated with a minimum of 1/2" thick gypsum board on the garage side, floor of living area may be required to be higher than the floor of the garage, and doors between the garage and living area must have a minimum of 20 minute fire rating. Your local or state laws may require different or more stringent construction. It is your responsibility to ensure your scope of work follows all laws and regulations regarding design and construction for life safety.

### 3. Subcontractors

If you intend to directly hire any trade work which will occur prior to or during the construction of your Morton building, you must provide to Morton a list of these subcontractors which includes Name, Address, Phone Number, Trade Type and a proposed construction schedule. Morton will rely on this schedule to plan for construction of Morton's portion of the project. You must arrange for job site supervision of your subcontractors; Morton will not coordinate, schedule, supervise or give any direction or instruction on the job site to anyone other than Morton's employees or Morton's subcontractors. Additionally, Morton will not take responsibility for security or safety of the job site while other than Morton or Morton's subcontractors are physically on the job site; while on the job site with your subcontractors, Morton will only be responsible for the area of work under its direct control or the control of its subcontractors. If the areas of control overlap, you expressly accept all liability for this responsibility.

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When Morton's construction crew suffers an unscheduled interruption by other trades who need to install components under, through or in a structural wall, such interruptions will incur additional labor charges. For instance, additional crew labor expenses could occur if holes have to be cut into overhangs or porch soffits or through exterior walls to accommodate light fixtures. Delays caused by your subcontractors could also incur additional charges if Morton's estimated completion date is delayed.

Insurance coverage on the project provided by Morton will cover only that portion of the project which is within Morton's scope of work up to the value of the Morton contract; therefore, it is your responsibility to make sure your scope of work has adequate coverage for Builder's Risk and any other applicable insurance.

**4. Specific Trade Issues**

Concrete work which affects the structure of your Morton building must be done according to Morton's specifications. Specifications will be provided to you, and the work must be certified by you or your subcontractor before Morton resumes work. Morton expressly relies on this certification, which means that you accept all liability for any defect to your Morton building which results from faulty concrete design or work that you or your contractor has certified meets Morton's specifications.

If you hire subcontractors that require puncturing the Morton building's roof system with vent pipes or chimneys, the location of the penetration, the tools used in cutting holes, the sealing around pipes, and the replacement of insulation and vapor retarders must be inspected and approved by Morton's construction supervisors. Failure to do so voids your Morton roof warranty.

Mechanical contractors (plumbers, electricians, heating and air conditioning, etc.) may puncture the vapor retarders installed by Morton on the inside of the building. Punctured vapor retarders must be restored and inspected by a Morton employee before walls are covered with finish materials.

**5. Installation of Your Products by Morton**

If you wish to have Morton construction crews install your locally purchased doors and windows, you must provide, with the order to be sent to Morton, manufacturer's specifications (commonly called "cut sheets") for the items you wish to have installed so that such items can be included in the structural plans. Morton does not warrant the products but will guarantee for one year from time of installation that the installation is done in a good and workmanlike manner free from defects.

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## 620 FLUOROFLEX® LIMITED WARRANTY

### 1. WHAT IS COVERED BY THIS WARRANTY

Morton Buildings, Inc. [hereinafter "Morton"] warrants to the Original Purchaser that the building which is the subject of this sale will be free from defects in material and workmanship for the duration of ONE (1) YEAR from substantial completion of the project. "Original Purchaser" is defined as the purchaser who is title holder to the property upon which the building is constructed at the time of purchase. This warranty cannot be transferred to subsequent property owner(s).

Morton warrants to the Original Purchaser [hereinafter "Purchaser"] the following items for the duration from substantial completion of the project shown in their respective headings. Substantial completion is when Morton's contracted work is complete exclusive of punchlist items.

#### FOR 50 YEARS:

- Morton will repair or replace the exterior building structural framework, exterior metal roof and siding panels and trims, windows, walkdoors (if purchased through Morton), cupolas and sliding doors if directly damaged due to snow loads.
- Morton will repair or replace preservative-treated lumber if the lumber fails due to fungal decay or insect attack.
- Morton will repair or replace any precast concrete product manufactured by Morton if the product has failed.

#### FOR 35 YEARS:

- Morton will repaint exterior FLUOROFLEX® metal roof or siding panels manufactured by Morton on which, under conditions of normal weathering, the paint has separated from the panels due to flaking or peeling.
- Morton will repaint exterior FLUOROFLEX® metal roof or siding panels manufactured by Morton which, under conditions of normal weathering, exhibit chalking greater than a rating of 8 (ASTM D4214 Method A) or color change greater than 5 units (ASTM D2244).

#### FOR 20 YEARS:

- Morton will repaint exterior FLUOROFLEX® metal roof and siding panels manufactured by Morton which, under conditions of normal weathering, exhibit corrosion resulting in red rust greater than 1/2 inch from the panel's sheared edges which is clearly visible in casual observation.

#### FOR 5 YEARS:

- Morton will repair roof leaks in metal roof panels manufactured and installed by Morton except those occurring where the building is connected to an adjoining structure.
- Morton will repair or replace the exterior building structural framework, exterior metal roof and siding panels and trims, windows, walkdoors (excluding storm doors), cupolas and sliding doors if directly damaged by wind loads.

If the purchaser discovers a claim within the applicable warranty period, he must promptly notify Morton. The claim procedure is described in the Owner's Manual. In no event shall such notification be received by Morton later than two weeks after the expiration of the applicable warranty period. Within a reasonable time after written notification of a warranty claim has been received, Morton will repair any failure of the building in compliance with this Limited Warranty. Such repairs, including parts, labor and reasonable transportation costs, are at Morton's expense. If Morton is unable to repair the building to conform to the warranty after a reasonable number of attempts, Morton will provide, at its option, one of the following: (a) a replacement part or parts or (b) a full refund of the price of the component part (s) adversely affected up to the amount of the original purchase price of the part.

These remedies are the purchaser's sole and exclusive remedies for a breach of warranty.

### 2. WHAT IS NOT COVERED BY THIS WARRANTY

Morton does not warrant:

- (a) damage caused by use of the building for purposes other than those for which it was designed, such as use of the clear span trusses for overhead storage, for support of ceilings, lifting devices or other equipment unless included in building design;

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- (b) defects caused by Purchaser's failure to provide a suitable site for the building if required by the contract;
- (c) painted metal panels and trims on buildings within 2 miles of a salt water atmosphere or body of salt water;
- (d) damage to metal panels or trims due to contact with chemicals, soil, gravel, landscape materials or plants including grass or weeds, herbicides, pesticides, concrete or asphalt;
- (e) damage caused by disasters such as fire, flood, lightning or wind (except as above);
- (f) damage due to deterioration caused by interior chemical vapors, dust, excessive humidity, condensation, algae, mold, mildew, animal waste or saliva;
- (g) damage due to flying or falling objects including hail or storm debris;
- (h) damage to interior walls, interior and backside of exterior metal panels, ceilings, partitions, overhead doors, equipment, vehicles or contents;
- (i) connections which place additional loadings on other than Morton buildings;
- (j) component parts delivered to construction site which suffer damage from storage and exposure to weather due to delays caused by someone other than Morton;
- (k) any product, components or parts not manufactured or installed in the building by Morton;
- (l) cracking or spalling of concrete flat work that is not considered defective under ACI standards;
- (m) damage to site due to repair;
- (n) damage to additions (not made by Morton) due to repair;
- (o) damage caused by anyone other than Morton's employees or agents;
- (p) damage caused by other abuse or misuse;
- (q) normal wear and tear; or
- (r) cracks and surface imperfections that do not impair function or service life of precast concrete products are not considered a failure.
- (s) any products not purchased through Morton

This warranty is void if structural members of the building are altered without the written approval of Morton. For a discussion of some of the causes of damage excluded from this warranty, the purchaser should consult the Owner's Manual.

### 3. NO OTHER WARRANTY AND DISCLAIMER OF WARRANTY

Unless modified in writing and signed and dated by both parties, this Limited Warranty is understood to be the complete and exclusive warranty from Morton to the purchaser in connection with the sale of the building. It supersedes all prior warranties, oral and written, and other communication between the parties relating to the building warranty. No employee or agent of Morton or any other party is authorized to make any warranty in addition to those made in this Limited Warranty other than an Officer of Morton.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

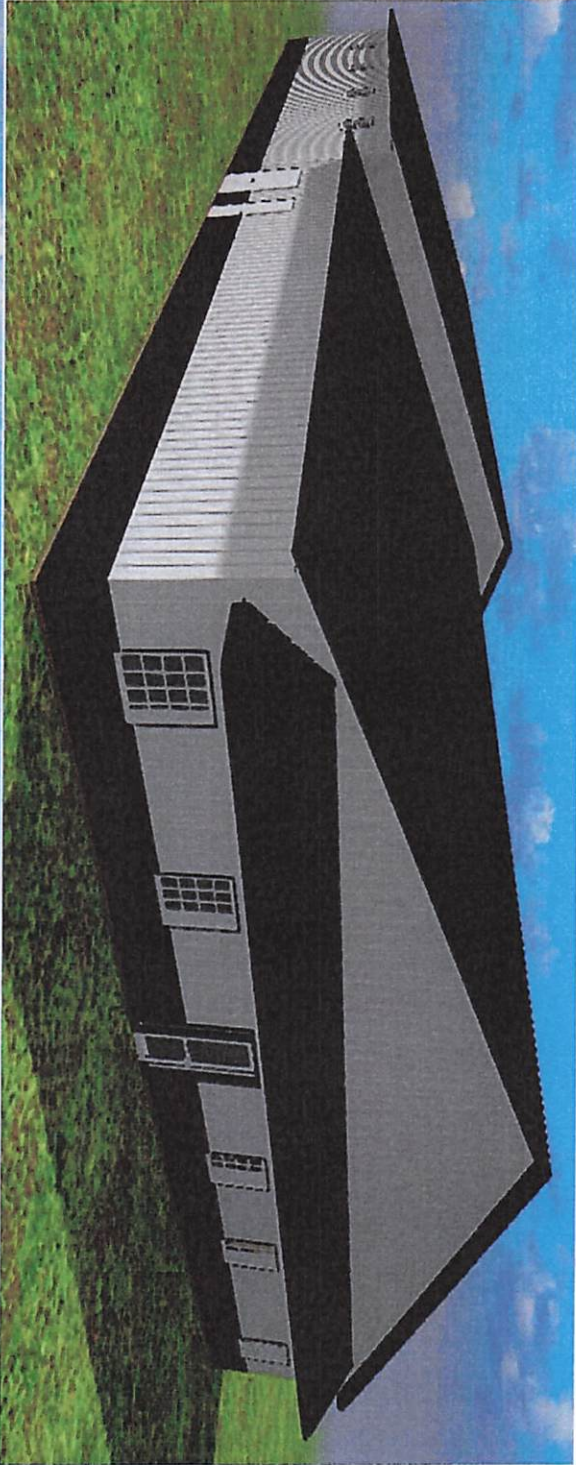
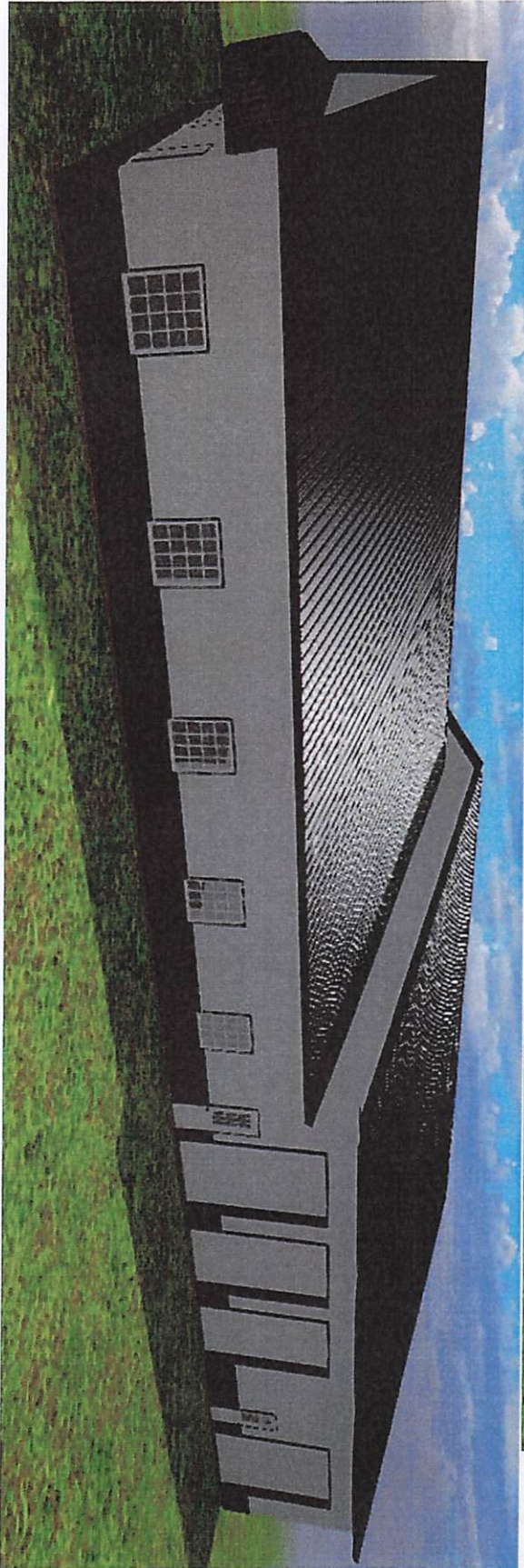
### 4. LIMITATIONS OF REMEDIES

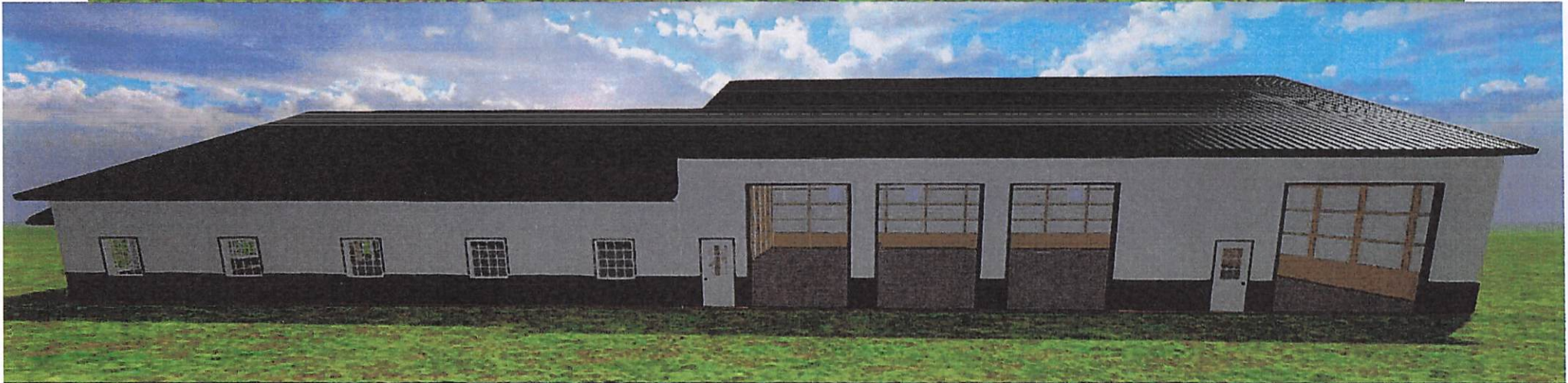
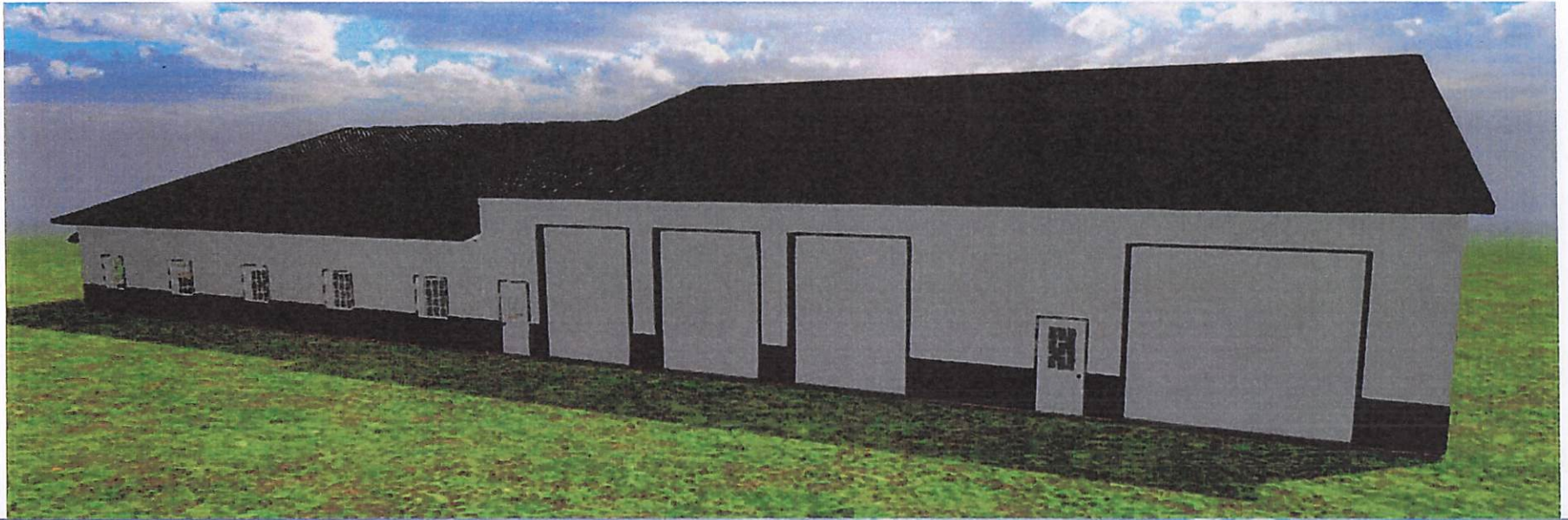
In no case shall Morton be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability in tort, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings or revenue, loss of use of the building or any associated equipment, cost of capital, cost of any substitute facilities or services, downtime, the claims of third parties including customers, and injury to property. The limitation of consequential damages does not apply for injury to the person in those jurisdictions where such limitation is precluded. Some states do not allow limits on warranties, or on remedies for breach in certain transactions. In such state, the limits in this paragraph and in paragraph 3 above may not apply.

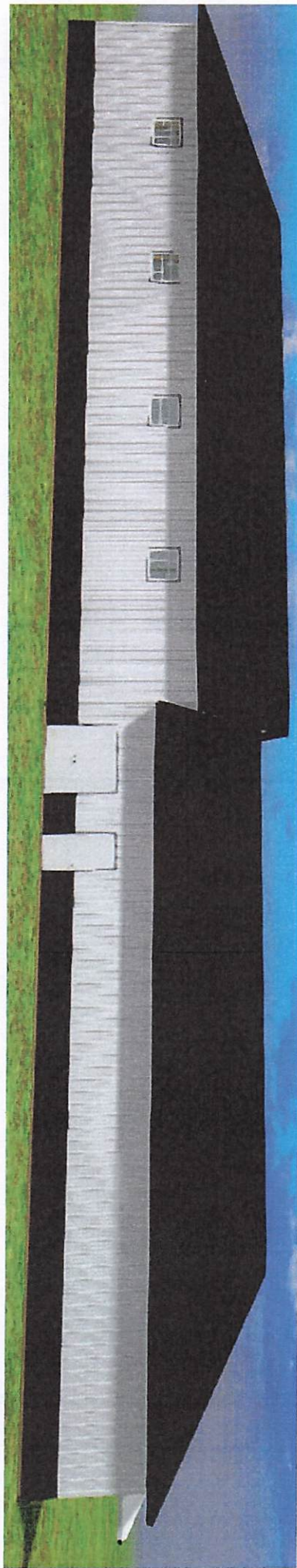
### 5. ALLOCATION OF RISK

This Limited Warranty allocates the risk of product failure between Morton and the purchaser. This allocation is recognized by both parties and is reflected in the price of the building. The purchaser acknowledges that he has read this Limited Warranty, understands it, and is bound by its terms.

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> CONFIGURATION

