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*The Board may vote to go into Closed Session on any agenda item as allowed by State Law.*

***ROUTINE BUSINESS***

1. Announcement of Open Meetings Act
2. Roll Call
3. Utility Superintendent Report

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***CONSENT AGENDA***

1. Minutes Approval for October 5<sup>th</sup>, 2023
2. Agenda Approval
3. Claims
4. Consent Agenda

*Any item listed on the Consent Agenda may, by the request of any single BOPW Member, be considered as a separate item under the Regular Agenda Section of the Agenda.*

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***OLD BUSINESS***

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***REGULAR BUSINESS***

1. Public Hearing – One and Six Year Street Improvement Plan | Trevor Campbell
2. Discussion and Action – One and Six Year Street Improvement Plan | Trevor Campbell
3. Discussion & Action – Authorization to execute MSA with Olsson for street superintendent services and general consulting | Trevor Campbell
4. Discussion – Procurement of aggregate materials | Phil Bletcher

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***ADJOURNMENT***

Trevor Campbell, Public Works Director



**REPORT TO BOARD OF PUBLIC WORKS MEMBERS**

**FROM TREVOR CAMPBELL  
PUBLIC WORKS DIRECTOR**

**REGARDING** Public Works Report – November 2<sup>nd</sup>, 2023

**DATE** October 30<sup>th</sup>, 2023

**General Update**

Marc Ramsey organized 811 training in partnership with SNC for November 8<sup>th</sup> at 9 am at Southeast Community College. This training will discuss damage prevention, safe digging practices, rules and regs, one call requirements and more. We will be sending our City crews to this training and the training is open to the public.

Gas Department has been working on an improvement project on Lane St between 6<sup>th</sup> and 10<sup>th</sup> St and is progressing well.

A cesspool\* was discovered at 1323 Chase St, recently. This brick structure was uncovered during some exploratory hydro-excavating post Phase 8 Gas Main Replacement Project. Contact has been made with the property owner and a letter has been written to the homeowner identifying the code infraction and the necessity for it to be removed.

\* A cesspool is an underground pit or tank for holding liquid waste (such as sewage) from a building.

Lineman had to replace an electrical service to David Borg's house. His service was originally direct buried and it shorted out. New conduit was trenched and bored in and new #2 primary wire was pulled in.

Power plant personnel has been working on cleaning out conex containers and going through parts. We will be creating an inventory of all the parts we have for our engines and storing them in one location. Discovered a new head for engine 7 in the basement while going through this process. I do not think we need to get the head that was delivered to Cooper rebuilt right now. Though, Cooper did identify a valve guide was broken which was the clanking that was heard when it ran.

JK Consulting is evaluating our resource workbook and capacity availability. This data is necessary for the evaluation of selling of our generating capacity.

Johansen's should be land applying biosolids from the wastewater treatment plant soon. Doug is working with the EPA and Steve Johansen to ensure the appropriate data and sampling is being recorded so it can be reported to the state.

Dezort mobilized equipment to demo old concrete foundation to make room for PDC foundation and underground conduit.

Working on finalizing reimbursement invoice to BNSF in the amount of \$1.2 million for the water main project.

Attended NMPP Generation Workshop in Nebraska City on October 19<sup>th</sup> and 20<sup>th</sup> with Robert McHenry. Networked with many different utilities, toured Nebraska City's power plants and listened to vendor presentations. Discovered an Enterprise rebuilt head in Indianola, IA that I am working on purchasing.

Attending AWWA conference in Kearney tomorrow with Dave Aitken to learn about lead and copper ruling requirements.

Rural Water District No. 2 has presented modifications to our wholesale water contract for the Indian Cave/Barada water line. These revisions are being reviewed by our attorney. The changes identified are being requested because the Rural Water District is getting a loan from the United States of America, acting through Rural Development of the United States Department of Agriculture and they are the ones requiring the changes that they have made to the contract.

### **Community Development**

Looking at utility locations that will require main extensions for potential improvements to land at 6<sup>th</sup> and Reavis.

Pinnacle is looking to subdivide property and sell parcel to neighbor. We are looking at how to provide power to the propane tanks and acquire appropriate easement during replat.

Met with EDGE and MEI to discuss moving forward with 30% design for North Commercial Corridor to establish locations of future road and utilities. It was previously approved by Council to spend remaining LB840 funds to start the infrastructure build out.

Olsson has presented their draft marketing video for EDGE to advertise the mega site. It will be released in the coming weeks along with a master plan report that will detail site concepts and infrastructure needs/costs.

### **Human Resources**

All positions are filled at this time.

### **Projects**

2023 Tyler Tech Implementation – Financial configuration training and schema planning is being completed. Utility billing module configuration to be completed in the next months. All modules are expected to be live by April 2024.

2023 Street Improvements Project – Olsson is in the design phase for Phase 1 of the project. Patch work and minor replacement projects will be completed by the Street Dept rather than being contracted. Street crews will continue to be working on minor patching projects through the summer and fall of 2023. Overlay work will be bid out in November 2023 for a spring 2024 construction timeline.

2022 Electrical Distribution System Improvements (4.16 Switchgear PDC Project) –Foundation construction for the PDC has begun. Dezort brought in equipment to demo the old concrete foundations to make room for underground conduit. The PDC isn't expected to be in shipment to Falls City until mid-March.

2022 Electrical Distribution System Improvements (Primary Underground Project) – Final materials being procured. Contracts were awarded. This project was originally scheduled for a 2023 construction start but construction was postponed due to materials lead times. We are currently expecting a spring 2024 start. BOPW will need to make a decision on property owner cost reimbursement for interior electrical service component for effected properties. JEO will generate a form for customers to utilize to submit expenses.

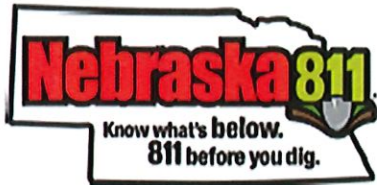
BNSF Water Main Relocation – The project is complete. The landowners have been compensated for crop damages. I plan on submitting a request for reimbursement to BNSF this week.

2023 Northeast Force Main Replacement - Project is currently in preliminary design stages. Project consists of replacement of approximately 5000 linear feet of sewer force main along 652 Blvd from 15th Street to 27th Street. Currently working with landowners on easement needs in addition to awaiting a hopeful award of funding through the House Appropriations Committee. Funding notices will likely not be known until congressional budgets are approved which could be after December.

Tiger Trail Street Improvement Project – Forten's sub M-Con has got the sanitary sewer installed. M-Con is working on installing the storm sewer in Abbott Street. M-Con damaged a water main in 31<sup>st</sup> Street and has made repairs.

Respectfully,

Trevor Campbell  
Public Works Director



Please join us

## 811 TRAINING & DAMAGE PREVENTION MEETING

WEDNESDAY, NOVEMBER 8<sup>TH</sup>

Southeast Community College Learning Center at 3200 Bill Schock Boulevard, Falls City

All Nebraska excavators, member utility company representatives and locators are encouraged to attend this FREE educational meeting hosted by Falls City Utilities

### AGENDA

8:30 - 9:00 Check-in and Breakfast  
9:00 - 11:00 Presentation

### 811 DAMAGE PREVENTION MEETING TOPICS

- Safe digging and damage prevention
- One-Call requirements and enforcement
- Rules and regulations effective in 2019
- Procedures and tools for placing a locate request
- Nebraska811 technology updates
- Q & A open forum interactive discussion

Presenters:

Kevin Bumgardner - State Fire Marshal Deputy, Pipeline Safety Section

Jill Geyer - Nebraska811 Damage Prevention Liaison

Please RSVP by Tuesday, 11/6

Click [HERE](#) to REGISTER

Please forward this information to anyone that may be interested in attending.

Questions? Contact Marc Ramsey at [m.ramsey@fallscityne.us](mailto:m.ramsey@fallscityne.us)

## REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

October 5, 2023  
2307 Barada Street  
Falls City, Nebraska

A regular meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 4<sup>th</sup> day of October, 2023, at 5:30 o'clock P.M. Present were: Board Members: Froeschl, Joy, Koopman, Rieger. Absent: Johansen. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairman and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairman and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

### CONSENT AGENDA

A motion was made by Joy and seconded by Froeschl to approve the consent agenda as follows: *WHEREAS*, certain business of the Board of Public Works of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Board of Public Works that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: *1. BE IT FURTHER RESOLVED* BY the Board of Public Works that the minutes from the September 21, 2023 regular meeting is hereby approved. *2. BE IT FURTHER RESOLVED* BY the Board of Public Works that the agenda for October 4, 2023, is hereby approved. *3. BE IT FURTHER RESOLVED* BY the Board of Public Works that the claims for September, 2023, is hereby approved. *4. BE IT FURTHER RESOLVED* BY the Board of Public Works that the Consent Agenda for October 4, 2023, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Rieger. "NAY" None. "ABSENT" Johansen. Motion carried.

### AUTHORIZATION TO EXECUTE AGREEMENT WITH DURKIN TO UPDATE SCADA SYSTEM SOFTWARE - TREVOR CAMPBELL

A motion was made by Joy and seconded by Froeschl to approve execution of the agreement. Roll was called on this motion and the members voted as follows: "YEA" Froeschl, Joy, Koopman, Rieger. "NAY" None. "ABSENT" Johansen. Motion carried.

### **MEETING ADJOURNED AT 6:28PM**

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on October 4, 2023 that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said 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 from which the foregoing proceedings have been extracted 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; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

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CITY CLERK

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SECRETARY

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CHAIRMAN

*REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS*

October 19, 2023  
2307 Barada Street  
Falls City, Nebraska

A special meeting of the Board of Public Works of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 19<sup>th</sup> day of October, 2023, at 5:30 o'clock P.M. Present were: Board Members: None. Absent: Froeschl, Johansen, Joy, Koopman, Rieger. Trevor Campbell recorded the minutes of the meeting. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the Board Chairman and all members of the Board and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Chairman and Board of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. The Chairman publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

*DUE TO THE LACK OF A QUORUM, NO MEETING WAS HELD.*

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on 19<sup>th</sup> day of October 19, 2023; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said 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 from which the foregoing proceedings have been extracted 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; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

\_\_\_\_\_  
CITY CLERK

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SECRETARY

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CHAIRMAN



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<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>ELECTRIC DEPARTMENT</b>				
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	PROD.- OPERATION - S	34,883.96
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	DIST.- MAINT.- SALARII	20,178.69
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- OPERATION - SA	12,176.10
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- PENSION & BEN	2,864.45
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	HEALTH INSURANCE	11,799.66
ALTEC INDUSTRIES INC.	12408072	ADAPTOR	INVENTORY	380.44
ATCO INTERNATIONAL	10618859	SUPPLIES	PROD.- SUPPLIES & E)	199.02
CORE & MAIN LP	S436807	SUPPLIES	INVENTORY	1,792.44
DEBIT CARD ACCOUNT	2023 NMF	2023 NMPP/MEAN WORKSHOP	PROD.- SCHOOLS, SEN	150.00
DEBIT CARD ACCOUNT		DOLLAR : SUPPLIES	GEN.- OFFICE SUPPLIE	25.75
FALLS CITY AUTO SUPPLY	64545	WRENCH	PROD.- REPAIRS - TOC	12.99
FAMILY MEDICINE	ACCT 800	ERIC KREIFELS	GEN.- PROFESSIONAL	100.00
FARABEE MECHANICAL	09272023	UNIT 5	PROD.- REPAIRS - ENC	2,098.40
FARABEE MECHANICAL	09272023	TRAINING	PROD.- REPAIRS - ENC	928.80
FARM AND CITY SUPPLY	976615	SUPPLIES	PROD.- SUPPLIES & M,	69.86
FARM AND CITY SUPPLY	976817	SUPPLIES	PROD.- SUPPLIES & M,	5.90
FARM AND CITY SUPPLY	976852	SUPPLIES	PROD.- SUPPLIES & M,	26.86
FARM AND CITY SUPPLY	977192	SUPPLIES	PROD.- SUPPLIES & M,	66.63
FARM AND CITY SUPPLY	977388	SCREWS, INTERIOR	DIST.- SUPPLIES & MA	45.13
FARM AND CITY SUPPLY	977479	SPOUT, SPOUT KIT	DIST.- SUPPLIES & MA	45.12
FARM AND CITY SUPPLY	978111	CASTER PLATE	PROD.- SUPPLIES & M,	32.23
HACH CHEMICAL CO.	13771662	FLUORIDE	PROD.- WATER TREAT	138.14
HUSKER ELECTRIC SUPPLY	538894-00	SUPPLIES	INVENTORY	224.68
HUSKER ELECTRIC SUPPLY	538895-00	SUPPLIES	INVENTORY	2,483.25
HUSKER ELECTRIC SUPPLY	539715-00	SUPPLIES	INVENTORY	224.68
JEO CONSULTING GROUP INC	143136	PROJECT R191461.00	GEN.- PROFESSIONAL	5,847.00
JEO CONSULTING GROUP INC	144677	PROJECT R191461.00	GEN.- PROFESSIONAL	1,977.30
JEO CONSULTING GROUP INC	145221	PROJECT R221010.00	GEN.- PROFESSIONAL	680.00
MEYER HOME CENTER	546801	REPAIRS	PROD.- REPAIRS - MIS	150.07
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	7,753.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	4,173.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	128.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	512.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	12,126.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	131,637.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	146.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	31,345.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	16,277.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	11,987.00
MUNICIPAL ENERGY AGENCY OF NEB	304731	ELEC SERVICE	PROD.- COMOD PURCI	63,320.79
OMAHA PNEUMATIC	28988	OIL CHANGE KIT FOR ATLAS	PROD.- LUBRICATING	1,172.64
OPPD	UFALL10	SERVICE	PROD.- COMOD PURCI	95,835.73
OPPD	UFALL10	SERVICE	PROD.- COMOD PURCI	13,760.88
CONNIE OSTHOFF		Deposit refund for 2704 CHASE ST APT 4 (	CONSUMER DEPOSITS	35.90
PERCIVAL CULLIGAN WATER	19250	WATER	PROD.- WATER TREAT	149.96
QPS EMPLOYMENT GROUP		Deposit refund for 122 W. 17TH ST (Custom	CONSUMER DEPOSITS	33.37
RESCO	3008519	SUPPLIES	INVENTORY	1,290.00
RICHARDSON COUNTY	B WITT U	B WITT UTILITY PERMIT	DIST.- GENERAL (SUP)	50.00
ROBERT MCHENRY	TRAVEL	TRAVEL	PROD.- SCHOOLS, SEN	193.33
ROBERT MCHENRY	TRAVEL	TRAVEL	PROD.- SCHOOLS, SEN	263.70
SKARSHAUG TESTING LABORATORY,	272202	GLOVE TEST, SLEEVE TEST	DIST.- REPAIRS - TOOL	162.25
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	107.50
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	108.09
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	12.97
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	52.81
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	8.31
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	58.09
TASC	IN283979	COBRA	HEALTH INSURANCE	78.39
TASC	IN288395	COBRA	HEALTH INSURANCE	31.25
TIME MANAGEMENT SYSTEMS INC	293679	ANNUAL SUPPORT	GEN.- PROFESSIONAL	121.75
TIME MANAGEMENT SYSTEMS INC	295357	ANNUAL SUPPORT	GEN.- PROFESSIONAL	96.57
UTILITY DEPARTMENT	2234	ELECTRIC	DIST.- UTILITY BILLS	41.93
UTILITY DEPARTMENT	2243	ELECTRIC	PROD.- UTILITY BILLS	959.29
UTILITY DEPARTMENT	2243	ELECTRIC	DIST.- SUPPLIES & MA	40.08
UTILITY DEPARTMENT	2244	ELECTRIC	PROD.- AUXILIARY PO	2,387.89
UTILITY DEPARTMENT	2245	ELECTRIC	PROD.- AUXILIARY PO	5,699.83

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<b>ELECTRIC DEPARTMENT</b>				
UTILITY DEPARTMENT	2246	ELECTRIC	PROD.- WATER TREAT	568.79
UTILITY DEPARTMENT	2248	ELECTRIC	DIST.- UTILITY BILLS	490.23
UTILITY DEPARTMENT	3442	ELECTRIC	PROD.- FUEL - GAS	2,063.11
UTILITY DEPARTMENT	9048	ELECTRIC	PROD.- FUEL - GAS	7,462.35
			Total ELECTRIC DEPARTMENT	\$512,349.33
<b>WATER DEPARTMENT</b>				
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	PROD.- OPERATION - S	13,913.24
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	DIST.- MAINT.- SALARI	9,938.76
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- OPERATION - S/	2,380.19
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- PENSION & BEN	559.94
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	HEALTH INSURANCE	2,306.60
DEBIT CARD ACCOUNT	2023 NMF	2023 NMPP/MEAN WORKSHOP	PROD.- SCHOOLS, SEM	30.00
EDWARDS CHEMICALS	IN128813	SUPPLIES	PROD.- WATER TREAT	729.15
FARM AND CITY SUPPLY	976403	SUPPLIES	PROD.- SUPPLIES & M	14.35
FARM AND CITY SUPPLY	976639	SUPPLIES	PROD.- REPAIRS - STF	15.89
FARM AND CITY SUPPLY	976641	SUPPLIES	DIST.- REPAIRS - WATI	133.47
FARM AND CITY SUPPLY	976820	SUPPLIES	DIST.- REPAIRS - WATI	42.30
FARM AND CITY SUPPLY	977387	FREIGHT	DIST.- SUPPLIES & MA	147.73
FARM AND CITY SUPPLY	977405	GARDEN SPRAYER	PROD.- PURIFY SUPPL	21.49
FARM AND CITY SUPPLY	977406	SUPPLIES	DIST.- REPAIRS - WATI	25.34
FARM AND CITY SUPPLY	977408	SUPPLIES	PROD.- SUPPLIES & M	3.42
FARM AND CITY SUPPLY	977674	CLAMPS	DIST.- REPAIRS - WATI	13.24
FARM AND CITY SUPPLY	977675	BRUSHES	PROD.- SUPPLIES & M	12.45
FARMERS REPAIR & MACHINE SHOP	69199	REPAIRS	PROD.- SUPPLIES & M	50.08
HOME LUMBER COMPANY	337960	SLAB BLOCK	DIST.- REPAIRS - MAIN	41.15
HUSKER ELECTRIC SUPPLY	538200-01	SUPPLIES	INVENTORY	127.93
LINCOLN WINWATER WORKS	094852 0'	PUMPER NOZZLE	INVENTORY	12,756.17
LINCOLN WINWATER WORKS	095844 0'	FIRE HYDRANT METERS	INVENTORY	15,480.00
LINCOLN WINWATER WORKS	095846 0'	SUPPLIES	INVENTORY	600.93
LINCOLN WINWATER WORKS	096334 0'	SUPPLIES	INVENTORY	264.45
LINCOLN WINWATER WORKS	096942 0'	CLAMPS	INVENTORY	633.00
MCMASTER - CARR	15610423	SUPPLIES	DIST.- REPAIRS - WATI	128.48
MCMASTER - CARR	15924929	SUPPLIES	PROD.- SUPPLIES & M	139.95
MILLER & ASSOCIATES	1159	495-C1-001	GEN.- PROFESSIONAL	7,250.77
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	103.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	5,519.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	380.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	306.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	6,620.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	37,912.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	799.00
MUNICIPAL SUPPLY, INC. OF OMAHA	0886445-1	SUPPLIES	INVENTORY	465.13
NEBRASKA GENERATOR SERVICE	15138	SERVICE	PROD.- REPAIRS - ENC	1,271.11
NEBRASKA PUBLIC HEALTH	570595	WATER SAMPLE TESTING	GEN.- PROFESSIONAL	125.00
REGA ENGINEERING GROUP INC	18678	OBSERVATION	DIST.- REPAIRS - MAIN	80.00
SEILER INSTRUMENT & MFG. CO. INC.	INV16023	SUPPLIES	DIST.- REPAIRS - CON	1,511.56
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	154.35
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	6.90
TASC	IN283979	COBRA	HEALTH INSURANCE	15.68
TASC	IN288395	COBRA	HEALTH INSURANCE	6.25
TIME MANAGEMENT SYSTEMS INC	293679	ANNUAL SUPPORT	GEN.- PROFESSIONAL	24.35
TIME MANAGEMENT SYSTEMS INC	295357	ANNUAL SUPPORT	GEN.- PROFESSIONAL	19.31
UTILITY DEPARTMENT	2056	WATER	PROD.- AUXILIARY PO	8,068.81
UTILITY DEPARTMENT	2056	WATER	DIST.- SUPPLIES & MA	133.79
UTILITY DEPARTMENT	2239	WATER	PROD.- AUXILIARY PO	200.93
UTILITY DEPARTMENT	2241	WATER	PROD.- UTILITY BILLS	300.75
UTILITY DEPARTMENT	2242	WATER	PROD.- AUXILIARY PO	2,520.86
UTILITY DEPARTMENT	691	WATER	DIST.- UTILITY BILLS	107.66
			Total WATER DEPARTMENT	\$134,411.91
<b>MECHANIC SHOP</b>				

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<b>MECHANIC SHOP</b>				
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	DIST.- OPERATION - S/	5,018.60
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- PENSION & BEN	279.27
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	HEALTH INSURANCE	717.32
AGCO PLUS	IA50454	SUPPLIES	GEN.- COST OF MERCI	664.04
AGCO PLUS	IA50968	SUPPLIES	GEN.- COST OF MERCI	28.47
DITCH WITCH UNDER CON	P44715	PRESSURE CONTROLLER VALVE	GEN.- COST OF MERCI	231.77
DITCH WITCH UNDER CON	P44941	SERVICE	GEN.- COST OF MERCI	194.32
FALLS CITY AUTO SUPPLY	64338	ANITFREEZE, FILTERS, FLOOR DRY	DIST.- REPAIRS - SHO	10.99
FALLS CITY AUTO SUPPLY	64338	ANITFREEZE, FILTERS, FLOOR DRY	GEN.- COST OF MERCI	76.44
FALLS CITY AUTO SUPPLY	64434	BATTERY	GEN.- COST OF MERCI	109.97
FALLS CITY AUTO SUPPLY	64498	SUPPLIES	GEN.- COST OF MERCI	156.97
FALLS CITY AUTO SUPPLY	64588	FILTERS	GEN.- COST OF MERCI	7.67
FALLS CITY AUTO SUPPLY	64744	FILTER	GEN.- COST OF MERCI	23.82
FALLS CITY AUTO SUPPLY	64840	RADIATOR	GEN.- COST OF MERCI	164.99
FALLS CITY AUTO SUPPLY	64841	SUPPLIES	DIST.- REPAIRS - SHO	71.88
FALLS CITY AUTO SUPPLY	64846	FILTERS	GEN.- COST OF MERCI	16.36
FALLS CITY AUTO SUPPLY	64908	SUPPLIES	GEN.- COST OF MERCI	21.99
FARM AND CITY SUPPLY	976795	BATTERY	DIST.- REPAIRS - SHO	7.59
FARM AND CITY SUPPLY	977102	BATTERY WATCH	DIST.- REPAIRS - SHO	6.59
JOHN DEERE FINANCIAL	577784	SUPPLIES	GEN.- COST OF MERCI	3.64
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	491.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	1,316.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	927.00
MILLER MONROE FARRELL	2023-2024	INS	GEN.- INSURANCE	25.00
MR. AUTOMOTIVE	014748	SUPPLIES	GEN.- COST OF MERCI	140.95
MR. AUTOMOTIVE	014770	SUPPLIES	GEN.- COST OF MERCI	23.16
MR. AUTOMOTIVE	014771	CREDIT	GEN.- COST OF MERCI	(23.16)
MR. AUTOMOTIVE	014790	SUPPLIES	GEN.- COST OF MERCI	16.44
MR. AUTOMOTIVE	014798	SUPPLIES	GEN.- COST OF MERCI	44.56
O'REILLY AUTOMOTIVE INC	5895-1924	COOLANT HOSE	GEN.- COST OF MERCI	41.03
ROCKMOUNT RESEARCH & ALLOYS	1281658	SUPPLIES	DIST.- REPAIRS - SHO	186.95
TCA OUTDOOR POWER	19350	SUPPLIES	GEN.- COST OF MERCI	1,163.98
TCA OUTDOOR POWER	19351	SUPPLIES	GEN.- COST OF MERCI	1,157.98
TCA OUTDOOR POWER	19430	SUPPLIES	GEN.- COST OF MERCI	650.56
			Total MECHANIC SHOP	\$13,974.14

**GAS DEPARTMENT**

# Check Approval List - GL Account

10/31/2023 2:33:36 PM

CITY OF FALLS CITY

Page 4 of 4

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>GAS DEPARTMENT</b>				
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	DIST.- MAINT.- SALARII	33,061.60
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- OPERATION - S/	12,157.40
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	GEN.- PENSION & BEN	2,860.05
PAYROLL ACCOUNT	OCT 2023	PAYROLL EXPENSES	HEALTH INSURANCE	11,781.55
AGCO PLUS	IA50901	SUPPLIES	DIST.- REPAIRS - CON	129.20
AMERICAN PUBLIC GAS ASSOCIATION	2024 DUE	2024 DUES	GEN.- PROFESSIONAL	1,519.23
BLACKBURN MANUFACTURING CO.	0718754-I	SUPPLIES	INVENTORY	125.42
CCS, INC	2696	SERVICE	DIST.- REPAIRS - MAIN	9,960.00
CCS, INC	2696	SERVICE	DIST.- REPAIRS - SER	1,040.00
CLAYTON ENERGY CORP	16795	SERVICE	PROD.- COMOD PURCI	55,639.22
DEBIT CARD ACCOUNT	2023 NMF	2023 NMPP/MEAN WORKSHOP	DIST.- SCHOOL,SEMIN	120.00
FARM AND CITY SUPPLY	977973	CLAMP	DIST.- GENERAL (SUPI	4.29
FARMERS REPAIR & MACHINE SHOP	69125	SERVICE	DIST.- REPAIRS - SHO	195.49
FARMERS REPAIR & MACHINE SHOP	69142	SERVICE	DIST.- REPAIRS - MAIN	131.92
JOEL FRANZEN		Deposit refund for 1601 TOWLE ST (Custor	CONSUMER DEPOSIT	100.05
GROEBNER & ASSOCIATES, INC.	230858-0	SUPPLIES	INVENTORY	758.29
GROEBNER & ASSOCIATES, INC.	230858-0	SUPPLIES	INVENTORY	27.41
INDUSTRIAL SALES COMPANY, INC.	1158782-I	SUPPLIES	INVENTORY	509.16
JF CONSTRUCTION SERVICES LLC		PHASE 8	GEN.- PROFESSIONAL	51,110.00
JIM HILL'S	97027	PAINT	DIST.- REPAIRS - METE	8.59
MEYER HOME CENTER	546868	REPAIRS	DIST.- REPAIRS - SER	31.50
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	3,249.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	1,388.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	850.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	6,799.00
MILLER MONROE FARRELL	2023-202	INS	GEN.- INSURANCE	12,769.00
MARK NIEWALD/RENTAL		Deposit refund for 2110 MORTON ST (Cust	CONSUMER DEPOSIT	53.34
ONE CALL CONCEPTS INC	3090129	LOCATES	GEN.- PROFESSIONAL	74.38
PEFA, INC	3091	SERVICE	PROD.- COMOD PURCI	22,094.07
QPS EMPLOYMENT GROUP		Deposit refund for 122 W. 17TH ST (Custon	CONSUMER DEPOSIT	125.00
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	3.83
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	6.02
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	169.63
SOUTHEAST NEBRASKA COMMUNICA	1387	SERVICE	GEN.- COMMUNICATIO	50.00
SOUTHERN CROSS CORP.	L0001751	FLAME PACK REPAIR	DIST.- REPAIRS - TOOL	823.51
TASC	IN283979	COBRA	HEALTH INSURANCE	62.71
TASC	IN288395	COBRA	HEALTH INSURANCE	25.00
TDW US INC	JI001825	SUPPLIES	INVENTORY	1,917.36
TIME MANAGEMENT SYSTEMS INC	293679	ANNUAL SUPPORT	GEN.- PROFESSIONAL	97.40
TIME MANAGEMENT SYSTEMS INC	295357	ANNUAL SUPPORT	GEN.- PROFESSIONAL	77.25
UTILITY DEPARTMENT	164	GAS	DIST.- UTILITY BILLS	46.50
UTILITY DEPARTMENT	2271	GAS	DIST.- UTILITY BILLS	67.68
UTILITY DEPARTMENT	2747	GAS	DIST.- UTILITY BILLS	82.46
UTILITY DEPARTMENT	2783	GAS	DIST.- UTILITY BILLS	64.48
UTILITY DEPARTMENT	2834	GAS	DIST.- UTILITY BILLS	70.28
UTILITY DEPARTMENT	3060	GAS	DIST.- UTILITY BILLS	298.64
UTILITY DEPARTMENT	3060	GAS	SOLID WASTE FEE	2.00
UTILITY DEPARTMENT	5031	GAS	DIST.- UTILITY BILLS	47.70
WILLIAM WINDLER		Deposit refund for 1002 LANE ST (Custome	CONSUMER DEPOSIT	104.21
WOLFES PRINTING	2498	PUBLIC AWARENESS BROCHURES	GEN.- PUBLICITY & AD	735.23
		<b>Total GAS DEPARTMENT</b>		<b>\$233,424.05</b>
				<b>\$894,159.43</b>

Report Selection: Check Approval List - GL Account

Date Range Selection: Disregard Date Range

Starting Date: 10/1/2022

Ending Date: 9/30/2023

# Check Approval List - GL Account

10/31/2023 3:28:26 PM

CITY OF FALLS CITY

Page 1 of 1

<u>Vendor Name</u>	<u>Invoice</u>	<u>Invoice Description</u>	<u>Account Description</u>	<u>Amount</u>
<b>REVENUE</b>				
PAYROLL ACCOUNT		WASTE V WASTE WATER	SALARIES	21,845.73
PAYROLL ACCOUNT		WASTE V WASTE WATER	HEALTH INSURANCE	4,808.50
PAYROLL ACCOUNT		WASTE V WASTE WATER	PENSION PAYMENT	1,221.85
AGCO PLUS		IA50820 PARTS	MISCELLAENOUS OTH	58.85
AMAZON CAPITAL SERVICES		1MGK-TR PAPER	OFFICE SUPPLIES	154.96
DEBIT CARD ACCOUNT		AC MCGL AC MCGUNNIGLE	AERATION BASINS MA	234.84
DEBIT CARD ACCOUNT		HP DISIG HP DISIGN JET 44-IN SPINDLE	OFFICE SUPPLIES	74.16
FARM AND CITY SUPPLY	976551	EPOXY	MISCELLAENOUS OTH	9.23
FARM AND CITY SUPPLY	976664	MOUSE REPELL	MISCELLAENOUS OTH	20.41
FARM AND CITY SUPPLY	976913	PEGS/PEG BOARD	MISCELLAENOUS OTH	23.63
FARM AND CITY SUPPLY	976959	SUPPLIES	MISCELLAENOUS OTH	93.70
FARM AND CITY SUPPLY	977499	SUPPLIES	SEWER LINE REPAIRS	41.90
FARM AND CITY SUPPLY	977758	PAINTBRUSH	MISCELLAENOUS OTH	10.74
FARM AND CITY SUPPLY	977961	PAINT	MISCELLAENOUS OTH	58.00
KAWRES	21691	SUPPLIES	PUMPING EQUIPMENT	1,690.98
KAWRES	21706	SUPPLIES	OFFICE EQUIPMENT	26.88
KAWRES	21710	SUPPLIES	OFFICE EQUIPMENT	21.50
KAWRES	21711	SUPPLIES	OFFICE EQUIPMENT	4.30
MIDWEST LABORATORIES, INC.	1153297	ANALYSIS	MISCELLANEOUS LAB	139.09
MILLER & ASSOCIATES	1157	PROJECT #495-D1-006	PROFESSIONAL SERV	1,300.00
MILLER & ASSOCIATES	1158	PROJECT #495-D1-005	PROFESSIONAL SERV	1,568.38
MILLER MONROE FARRELL INSURANC	2023-202	SEWER	INSURANCE	2,104.00
MILLER MONROE FARRELL INSURANC	2023-202	SEWER	INSURANCE	7,135.00
MILLER MONROE FARRELL INSURANC	2023-202	SEWER	INSURANCE	3,414.00
MILLER MONROE FARRELL INSURANC	2023-202	SEWER	INSURANCE	25,545.00
MILLER MONROE FARRELL INSURANC	2023-202	SEWER	INSURANCE	1,012.00
NEBR. DEPT. OF ENVIR. QUALITY		CERTIFIC OPERATORS LICENSE - WHEELER	SCHOOLS, SEMINARS	150.00
NEBRASKA GENERATOR SERVICE LL	15140	SERVICE	STANDBY GENERATOF	1,439.98
REGA ENGINEERING GROUP INC	18678	OBSERVATION	SEWER LINE REPAIRS	455.00
RENSENHOUSE	8385-103	SERVICE	INTEGRAL CLARIFIERS	229.57
RENSENHOUSE	8385-103	SERVICE	PUMPING EQUIPMENT	1,244.85
ROLAND ELECTRICAL SERVICES	1005	SERVICE	BLOWER BUILDING - A	180.00
SOUTHEAST NEBRASKA COMMUNICA	1131	SERVICE-SEWER	TELEPHONE	111.15
TRUE VALUE HARDWARE	54046	SUPPLIES	BUILDING MAINTENAN	4.29
USA BLUEBOOK	INV00165	NITROGEN-AMMONIA TEST	CHEMICALS	211.47
USA BLUEBOOK	INV00166	NITROGEN-AMMONIA TEST	CHEMICALS	170.91
UTILITY DEPARTMENT	2619	SEWER	HEAT, LIGHTS, WATER	110.02
UTILITY DEPARTMENT	2748	SEWER	HEAT, LIGHTS, WATER	9,653.72
			Total REVENUE	\$86,578.59
				\$86,578.59

Report Selection: Check Approval List - GL Account

Date Range Selection: Disregard Date Range

Starting Date: 10/1/2022

Ending Date: 9/30/2023



November 02, 2023

**ONE AND SIX YEAR  
STREET IMPROVEMENT PLAN  
2024-2029**

**THE CITY OF FALLS CITY, NEBRASKA**

In 1970, the State of Nebraska initiated a program developed to provide an integrated system of public roads for the state, counties, and municipalities. The Department of Transportation and each county and municipality develops a long-range Six-Year plan of highway, road and street improvements.

The Six Year plan is required by law to be extended annually and kept on file with the City Clerk.

Along with the Six Year plan, a One Year plan shall be annually prepared and placed on file with the City Clerk for specific highway, road and street improvements for the current year.

These plans must first be approved and adopted by the Governing Body after a public hearing.

The 2024–2029 One and Six Year Street Improvement Plan includes the following and is described in more detail on the following pages.

- A. The One Year Street Improvement Plan for 2024 consists of nine projects. These projects contain approximately twenty blocks of street paving. The City’s share of the total estimate for these projects is \$1,975,000.
- B. The remaining eight projects on the Six Year Street Improvement Plan for 2024-2029 consist of approximately thirty blocks of street paving. The City’s share of the total estimate for these projects is \$3,933,000.

The City’s share of the estimated cost of all the projects is \$5,908,000.

- C. A location map and a summary of the individual projects and their estimated costs are included in this report.

F:\2020\3001-3500\020-3312\40-Design\Reports\GNCV\Falls City 2024 1&6 Yr Plan\23-10-25\_ONEandSIX.docx

# One and Six Year Plan Summary

City: Falls City  
Year: 2024

Plan Year	Project No.	Project Location	Project Description	Estimated Cost	City Portion	Private Portion	County Portion
One	M-282-62	Tiger Trail from Abbott Street to Cul-De-Sac	Build new 30' wide, 6" concrete street with curb and gutter	\$ 121,000	\$ 121,000		
One	M-282-64	Existing Private Road from Highway 73 east approximately 1,100 ft to Fulton Street	Mill and overlay existing street with 3" asphalt	\$ 264,000	\$ 264,000		
One	M-282-65	Extend Abbott Street from approximately 250' north of 28th Street 650' north to new 31st Street	Build new 26' wide, 6" concrete street with curb and gutter	\$ 387,000	\$ 387,000		
One	M-282-66	14th Street from Stone Street to Harlan Street	Remove existing brick surfacing and replace with 6" concrete	\$ 116,000	\$ 116,000		
One	M-282-67	Fulton Street from Hwy 73 to the east and then north approximately 610'	Remove existing road surfacing and replace with 6" asphalt	\$ 194,000	\$ 194,000		
One	M-282-70	31st Street from Abbot Street to Victory Way	Build new 25' wide, 6" concrete street with curb and gutter	\$ 189,000	\$ 189,000		
One	M-282-71	Lane Street from 35th Street to 33rd Street	Build new 25' wide, 6" concrete street with curb and gutter	\$ 351,000	\$ 351,000		
One	M-282-72	Reavis Street from approximately 264' south of 7th Street to 6th Street	Replace existing gravel road with a 25' wide, 6" concrete street with curb and gutter	\$ 120,000	\$ 120,000		
One	M-282-73	6th Street from Reavis Street to east of Reavis Street 400'	Build new 25' wide, 6" concrete street with curb and gutter	\$ 233,000	\$ 233,000		

<b>Cost of One Year Projects</b>	<b>Estimated Cost</b>	<b>City Portion</b>	<b>Private Portion</b>	<b>County Portion</b>
	<b>\$1,975,000</b>	<b>\$1,975,000</b>	<b>\$0</b>	<b>\$0</b>

Six	M-282-40*	21st Street -Fair Ave to City Limits, north on 3301 Business Parkway north to Municipal Airport - Richardson County designing the project	Replace existing gravel road with 27' wide, 6" concrete street with curb and gutter	\$ 1,295,000	\$ 518,000		\$ 777,000
Six	M-282-68	35th Street from Highway 73 to approximately 345' east of McLean Street	Replace existing gravel road with 24' wide, 6" concrete street	\$ 708,000	\$ 708,000		
Six	M-282-69	McLean Street from 35th Street to 28th Street	Replace existing gravel road with 24' wide, 6" concrete street	\$ 902,000	\$ 902,000		
Six	M-282-74	Lane Street from 33rd Street to Highway 73 Frontage Road	Build new 25' wide, 6" concrete street with curb and gutter	\$ 897,000	\$ 897,000		
Six	M-282-75	Cornhusker Court from 31st Street to the north 500'	Build new 25' wide, 6" concrete street with curb and gutter	\$ 299,000	\$ 299,000		
Six	M-282-76	31st Street from Abbot Street to the west city limits	Build new 25' wide, 6" concrete street with curb and gutter	\$ 245,000	\$ 245,000		
Six	M-282-43	Burton Street from existing pavement approx. 1300' to Hwy. 159	Build new 26' wide, 6" concrete street with curb and gutter	\$ 726,000	\$ 218,000	\$ 508,000	
Six	M-282-46	14th Street from existing pavement approx. 270' west to City Limits	Replace existing gravel road with 26' wide, 6" concrete street with curb and gutter	\$ 146,000	\$ 146,000		

<b>Cost of Six Year Projects</b>	<b>Estimated Cost</b>	<b>City Portion</b>	<b>Private Portion</b>	<b>County Portion</b>
	<b>\$ 5,218,000</b>	<b>\$ 3,933,000</b>	<b>\$ 508,000</b>	<b>\$ 777,000</b>

<b>Total Cost of All One Year &amp; Six Year Projects</b>	<b>Estimated Cost</b>	<b>City Portion</b>	<b>Private Portion</b>	<b>County Portion</b>
	<b>\$7,193,000</b>	<b>\$5,908,000</b>	<b>\$508,000</b>	<b>\$777,000</b>

**Projects Completed in 2023:**

The City completed general maintenance in 2023 and One Year Projects M-282-47 and M-282-63 were completed

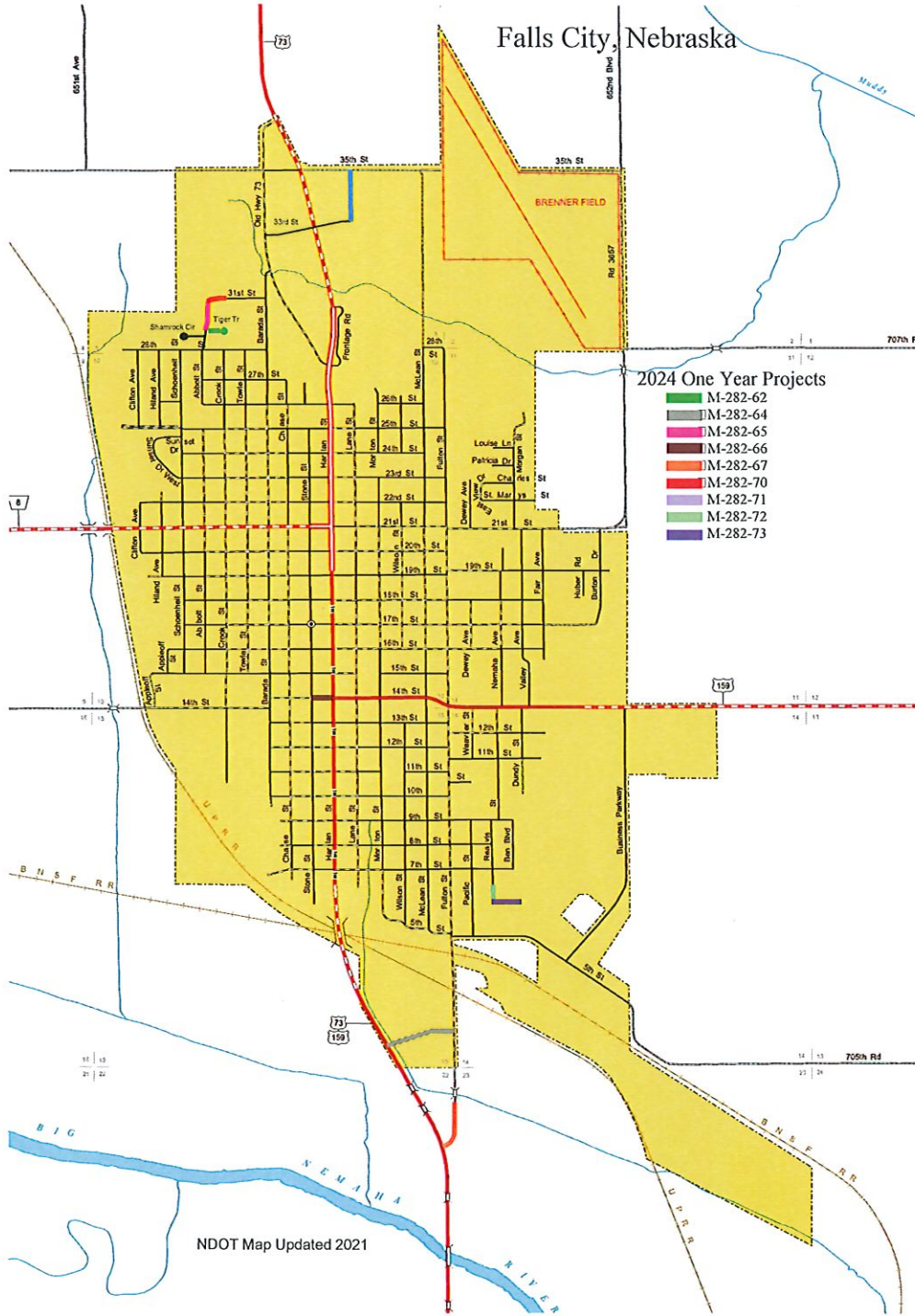
The City received \$600,331.48 in Highway Allocation from 10/1/22 to 9/30/23 and a \$4,000 incentive payment for hiring a Class A Street Superintendent

The City received \$185,638.84 in Vehicle Sales Tax from the City's Local Sales Tax Option from 10/1/22 to 9/30/23. This does not include admin costs

The Highway Allocation and Vehicle Sales Tax income must be used by the Street Department.

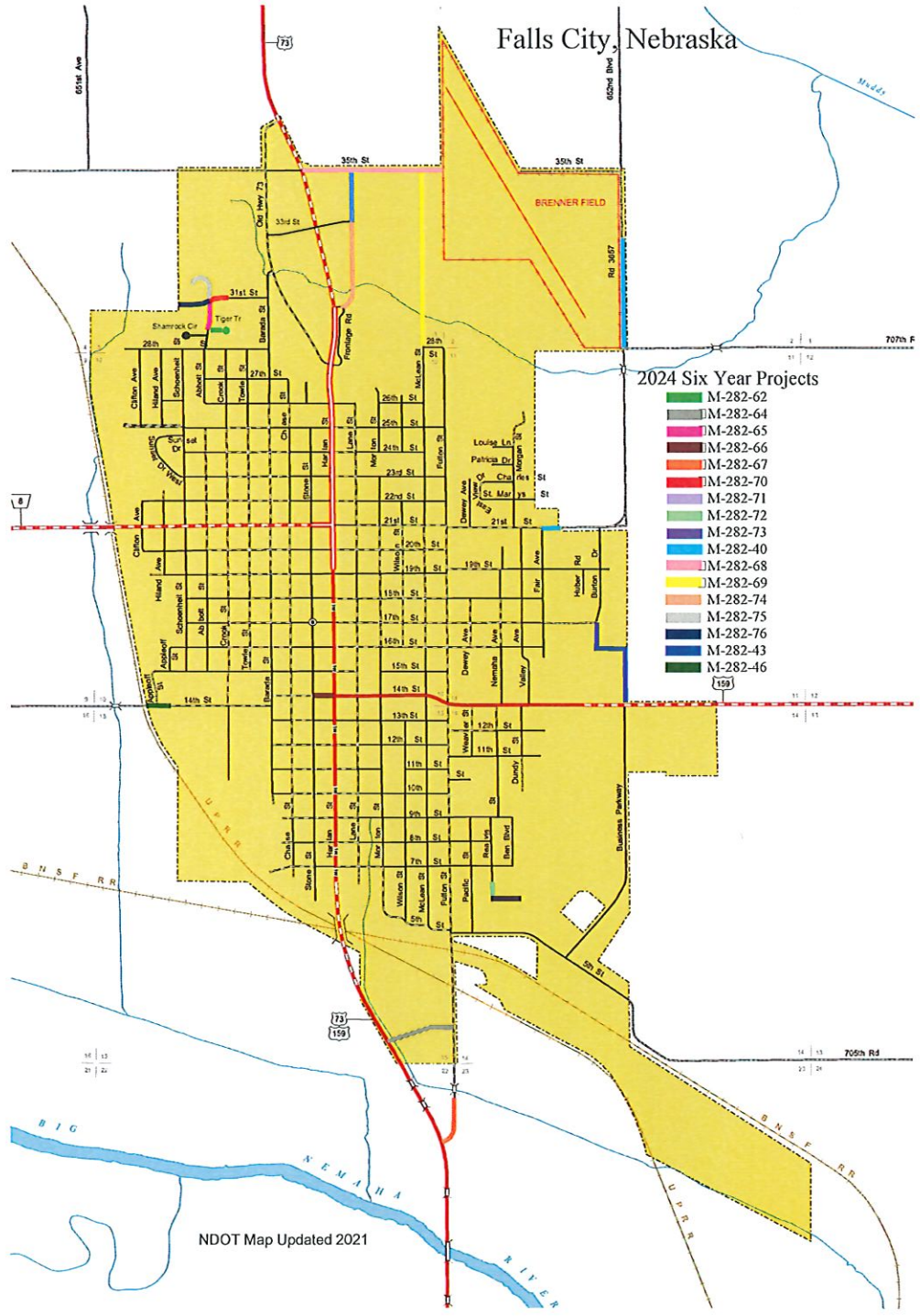
\*Cost split 30% City, 70% Private - this cost estimate is from the County and doesn't reflect current construction costs as it hasn't been updated for several years

# Falls City, Nebraska





# Falls City, Nebraska



## 2024 Six Year Projects

- M-282-62
- M-282-64
- M-282-65
- M-282-66
- M-282-67
- M-282-70
- M-282-71
- M-282-72
- M-282-73
- M-282-40
- M-282-68
- M-282-69
- M-282-74
- M-282-75
- M-282-76
- M-282-43
- M-282-46

NDOT Map Updated 2021

**RESOLUTION**

WHEREAS, The City of Falls City, Nebraska, has conducted a public hearing November 2, 2023, in accordance with the requirements of the Board of Public Roads Classification and Standards, NOW, THEREFORE, be it resolved by the Mayor and City Council that the One and Six Year Plan for streets as presented at said public hearing has been accepted and approved.

\_\_\_\_\_  
Mayor

**CERTIFICATE OF RECORDING OFFICER**

The undersigned, duly qualified and acting City Clerk of the City of Falls City, Nebraska, does hereby certify that the above resolution was adopted at a legally convened meeting of the City held on the 20th day of November 2023 and further, that such a resolution has been fully recorded in the proceedings and records in the office of the City Clerk.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November 2023.

\_\_\_\_\_  
City Clerk

The undersigned, duly qualified and acting City Clerk of the City of Falls City, Nebraska, does hereby certify that the notice of public hearing was posted in the City at the public places listed below at least ten (10) days prior to the public hearing.

\_\_\_\_\_  
City Clerk

Locations where the Public Hearing Notice was posted:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The notices were posted on \_\_\_\_\_

The following payment was submitted on 10/31/2023 7:09 AM

Legal / Trade Name	CITY OF FALLS CITY
Employer Account Number	0160153008
Payment Date	10/31/2023
Routing Number	XXXXX3381
Account Number	XXXXX6996
Account Holder Name	City of Falls City
Account Type	Business
Payment Option	Balance Due
Payment Amount	\$4,330.00
Confirmation Number	ON2W13TNY2
Comment	scheduled

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Regional / Practice Leader	\$ 376.00
Office Leader / Sr Project Manager	\$ 289.00
Senior Project Manager	\$ 289.00
Client Relationship Manager / Industry Expert	\$ 289.00
Team Leader	\$ 249.00
Technical Leader	\$ 211.00
Senior Engineer	\$ 212.00
Project Engineer	\$ 175.00
Associate Engineer	\$ 149.00
Assistant Engineer	\$ 126.00
Senior Scientist	\$ 191.00
Project Scientist	\$ 147.00
Associate Scientist	\$ 123.00
Assistant Scientist	\$ 100.00
Senior Planner	\$ 193.00
Project Planner	\$ 147.00
Associate Planner	\$ 124.00
Assistant Planner	\$ 102.00
Senior Landscape Architect	\$ 191.00
Project Landscape Architect	\$ 152.00
Associate Landscape Architect	\$ 128.00
Assistant Landscape Designer	\$ 105.00
GIS Specialist	\$ 152.00
Systems Specialist	\$ 151.00
Senior Architect	\$ 198.00
Project Architect	\$ 159.00
Associate Architect	\$ 131.00
Assistant Architect	\$ 109.00
Design Manager / Technical Manager	\$ 175.00
Design Associate	\$ 140.00
Senior Technician	\$ 114.00
Associate Technician	\$ 96.00
Assistant Technician	\$ 84.00
Commissioning Technical Manager / Manager	\$ 242.00
Commissioning Agent	\$ 212.00
Commissioning Senior Technician	\$ 180.00
Commissioning Associate Technician	\$ 154.00
Commissioning Assistant Technician	\$ 128.00
Stormwater Compliance Senior Specialist / Leader	\$ 196.00
Stormwater Compliance Specialist / Sr Coordinator	\$ 151.00
Stormwater Compliance Coordinator	\$ 119.00
Stormwater Compliance Assistant	\$ 93.00

Olsson 2023 Billing Rate Schedule

<u>Classification</u>	<u>Billing Rate</u>
Project Senior Coordinator	\$ 131.00
Project Coordinator	\$ 100.00
Accounting Senior Specialist	\$ 166.00
Administrative Manager / Sr Specialist	\$ 114.00
Administrative Specialist/Sr Coordinator	\$ 107.00
Administrative Coordinator	\$ 95.00
Administrative Assistant	\$ 72.00
Public Engagement Specialist / Sr Coordinator	\$ 133.00
Public Engagement Coordinator	\$ 105.00
Public Engagement Assistant	\$ 88.00
Student Intern - Level 3	\$ 98.00
Student Intern - Level 2	\$ 84.00
Student Intern - Level 1	\$ 70.00

Note: Olsson's labor rates will increase by 5% on January 1st every year of a multi-year contract

Billing Rate Schedules for Surveying, Construction, Drilling, and Special Inspections/Materials Testing will be provided as an Appendices, as needed.



# TRANSMITTAL

<input type="checkbox"/>	Overnight
<input type="checkbox"/>	Regular Mail
<input type="checkbox"/>	Hand Delivery
<input checked="" type="checkbox"/>	Other: Email

<b>TO:</b> CITY OF FALLS CITY	<b>DATE:</b> 8/30/2023
<b>ADDRESS:</b> Attn: Anthony Nussabaum 2307 Barada St Falls City, NE 68355	
<b>FROM:</b> Meghan Penner	
<b>RE:</b> Master Agreement 2024 Work Orders	

MATERIAL:	QUANTITY	DATE	DESCRIPTION
<input type="checkbox"/>	Correspondence		
<input type="checkbox"/>	Plans		
<input type="checkbox"/>	Reports		
<input type="checkbox"/>	Specifications		
<input checked="" type="checkbox"/>	Work Order	2	8/30 General Consulting & Street Superintendent 2024 Work Orders

REMARKS:		
<input type="checkbox"/>	For your approval	Attached are two different work orders. Please print out and sign each copy for your records. In addition, please scan and email me a copy for Olsson's records. If you would prefer a hard copy, please let me know and one can be mailed to you. Thanks  ~ Meghan Penner / mpenner@olsson.com
<input checked="" type="checkbox"/>	For your signature	
<input type="checkbox"/>	As requested	
<input type="checkbox"/>	For review & comment	
<input type="checkbox"/>	Other	
<input type="checkbox"/>	Comments	

CC: File



## **MASTER AGREEMENT WORK ORDER**

This exhibit dated August 30, 2023 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020 between City of Falls City ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Falls City, Nebraska

Project Description: General Engineering Consulting Services

### **SCOPE OF SERVICES**

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

#### **General Engineering Consulting Services**

Olsson will provide engineering consulting services as requested by the City Council Board or its authorized representatives. These general consulting services include the following:

- City Council/Planning Commission meeting attendance
- Site visits to collect data for miscellaneous engineering issues
- Professional opinions and recommendations for miscellaneous engineering issues
- Agency correspondence on behalf of the Client

#### **Exclusions**

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Modeling Services
- Project Design beyond miscellaneous engineering issues
- Bidding Services
- Construction Administration and Observation
- Materials Testing
- Street Superintendent Services

All the exclusions listed can be completed upon request and would be defined in a separate work order.

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

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: January 1, 2024  
Anticipated Completion Date: December 31, 2024

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

### **COMPENSATION**

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

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$5,000.

### **TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be the City Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.



OLSSON, INC.

By   
Brian Schuele, PE

By   
Justin Stark, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF FALLS CITY

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_

## **MASTER AGREEMENT WORK ORDER**

This exhibit dated August 30, 2023 is hereby attached to and made a part of the Master Agreement for Professional Services dated August 31, 2020 between City of Falls City ("Client") and Olsson, Inc. ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

### **GENERAL**

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property.

### **PROJECT DESCRIPTION AND LOCATION**

Project will be located at: Falls City, Nebraska

Project Description: Street Superintendent Services

### **SCOPE OF SERVICES**

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

#### **Street Superintendent Services**

Olsson will provide Street Superintendent services following the guidance and requirements of the Nebraska Board of Public Roads Classifications and Standards (NBCS). Street Superintendent services include the following:

- Guidance and consultation for development and updates to the one and six-year street plans
- Review and updates to the street lane mile report
- Guidance and consultation for completion of the street system revenue, expenditure and budget report
- May attend one public hearing related to the one and six year street plan

#### **Exclusions**

- Surveying – legal, topographic and construction staking
- Geotechnical
- Environmental Reviews and Permitting
- Project Design
- Bidding Services
- Construction Administration and Observation
- Materials Testing

All the exclusions listed can be completed upon request and would be defined in a separate work order.

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any.

Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

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

### **SCHEDULE FOR OLSSON'S SERVICES**

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

Anticipated Start Date: January 1, 2024  
Anticipated Completion Date: December 31, 2024

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

### **COMPENSATION**

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

Olsson's Scope of Services will be provided on a time and expense basis not to exceed \$4,000.

### **TERMS AND CONDITIONS OF SERVICE**

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

Client's designated Project Representative shall be the City Clerk.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson, 601 P Street, Suite 200, Lincoln, Nebraska 68508. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By   
Brian Schuele, PE

By   
Justin Stark, PE

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

CITY OF FALLS CITY

By \_\_\_\_\_  
Signature

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Dated: \_\_\_\_\_



## REIMBURSABLE EXPENSE SCHEDULE

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

<u>Classification</u>	<u>Cost</u>
Automobiles (Personal Vehicle)	\$0.655/mile*
Suburban's and Pick-Ups	\$0.75/mile*
Automobiles (Olsson Vehicle)	\$95.00/day
Other Travel or Lodging Cost	Actual Cost
Meals	Actual Cost
Printing and Duplication including Mylars and Linens	
In-House	Actual Cost
Outside	Actual Cost+10%
Postage & Shipping Charges for Project Related Materials including Express Mail and Special Delivery	Actual Cost
Film and Photo Developing	Actual Cost+10%
Telephone and Fax Transmissions	Actual Cost+10%
Miscellaneous Materials & Supplies Applicable to this Project	Actual Cost+10%
Copies of Deeds, Easements or other Project Related Documents	Actual Cost+10%
Fees for Applications or Permits	Actual Cost+10%
Sub-Consultants	Actual Cost+10%
Taxes Levied on Services and Reimbursable Expenses	Actual Cost

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

**QUOTATION**

Cooper Machinery Services LLC  
 Houston Sales Office  
 16250 Port Northwest Dr  
 HOUSTON TX 77041  
 USA  
 Phone 713-354-1900  
 Fax 713-354-1999

Document number : US05/RU01/111125758  
 Page 1 of 7  
 Date Issued : OCT 09 2023  
 Payment Terms : ZN30-Net 30 Days From Date Of Invc  
 Terms and conditions : As Attached/Included  
 Incoterms : FCA-Free Carrier ORIGIN  
 Freight Terms :

Sold to : 114389  
 CITY OF FALLS CITY  
 WATER AND LIGHT DEPT  
 1820 TOWLE ST  
 FALLS CITY NE 68355  
 USA

Ship to : 114389  
 CITY OF FALLS CITY  
 WATER AND LIGHT DEPT  
 1820 TOWLE ST  
 FALLS CITY NE 68355  
 USA

Inside Sales Contact: Wade Williams PH:713-339-0637  
 Email: WADE.WILLIAMS@COOPERSERVICES.COM

Outside Sales Contact AM : Dean Saylor PH:307-259-6491  
 Email: DEAN.SAYLER@COOPERSERVICES.COM

Customer Reference : VERBAL  
 Valid From : OCT 09 2023  
 Valid To : NOV 08 2023

Item	Material Number Description	Extended Weight	Qty UOM	Unit Net Price USD	Extended Price USD
000010	SHOP LABOR-EP REPAIR ENTERPRISE R4 HEAD DISASSEMBLE, CLEAN AND INSPECT HEAD HYDRO AND AIR TEST HEAD CUT STELLITE SEATS LAP SEATS ASSEMBLE HEAD PACKAGE AND PREP FOR SHIPPING	0.000 lb	1 EA	12,600.00	12,600.00
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000020	Z03-360-02-0F GUIDE VALVE	16.200 lb	2 EA	626.81	1,253.62
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000030	Z03-360-02-0D Valve - Intake & Exhaust	16.000 lb	2 EA	816.00	1,632.00
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				

000040	Z03-360-07-AA GUIDE VALVE	2.800 lb	2 EA	4,591.95	9,183.90
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000050	Z03-360-02-0C VALVE INTAKE	17.400 lb	2 EA	1,656.11	3,312.22
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000060	Z03-360-02-0G SHIM	0.160 lb	2 EA	126.31	252.62
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000070	Z03-360-02-0M SPRING	15.600 lb	4 EA	374.83	1,499.32
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000080	ZF-113-036 RING	0.040 lb	4 EA	215.94	863.76
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000090	ZF-161-004 SEAL	0.000 lb	2 EA	16.29	32.58
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000100	ZJF-022-225 SEAL O RING	0.000 lb	2 EA	3.73	7.46
	Lead Time : 3 Weeks Delivery From Date Of Order Placement				
000110	ZB-6248 SEAL O RING	0.000 lb	2 EA	1.91	3.82
	Lead Time : 7 Weeks Delivery From Date Of Order Placement				
000120	ZF-118-023	0.000 lb	2 EA	47.23	94.46

SEAL

Lead Time : 10 Weeks Delivery From Date Of Order Placement

**Price Summary :**

<b>Total Price :</b>	<b>30,735.76 USD</b>
<b>Inflation Surcharge :</b>	<b>614.72 USD</b>
<b>Same Day Shipment Charges:</b>	<b>0.00 USD</b>
<b>State Tax :</b>	<b>1,724.28 USD</b>
<b>City Tax :</b>	<b>627.01 USD</b>
<b>Total Quotation Price :</b>	<b>33,701.77 USD</b>

MINIMUM ORDER REQUIREMENTS: \$200 Minimum for all Orders.

CREDIT TERMS: Credit Terms confirmed at time of order. Progress payments may apply.

RETURN OF PRODUCTS AND ORDER CANCELLATION: Cooper Machinery Services shall accept returns of normally stocked Goods for a period of thirty (30) days following shipment for exchange or refund of the purchase price; provided, that Goods must be in their original cartons, unopened and unused and are subject to a return inspection. Appropriate restocking/cancellation fees equal to the greater of (1) the cost incurred by Seller as a result of the cancellation, or (2) 25% of the purchase price. Non-stocked items (made to order) and Consumable type Goods such as gaskets, O-rings, nuts, bolts, wear parts, etc. are not returnable once shipped to the Buyer and no credits or refunds can be offered to the Buyer.

EXPORT COMPLIANCE: The items, technology, or software covered by this document may be subject to various laws including U.S. and foreign export controls. Cooper Machinery Services LLC is committed to compliance with all relevant export control laws. If the items, technology, or software are of U.S. origin or are being exported from the U.S. or will be re-exported, the following language applies: "These commodities, technology or software were exported from the United States of America in accordance with the Export Administration



## TERMS AND CONDITIONS

### GENERAL TERMS & CONDITIONS FOR SALE OF PRODUCTS, PARTS AND/OR SERVICES

NOTICE: Any purchase by Buyer of Products, Parts and/or Services from Seller is subject to these Terms and Conditions. Any additional or different terms proposed by Buyer are expressly objected to and shall not be binding upon Seller unless expressly accepted in writing by Seller's authorized representative. Any order for Products, Parts and/or Services shall constitute acceptance of these Terms and Conditions.

#### I. DEFINITIONS

"Affiliate" means with respect to either party an entity (including without limitation any individual, corporation, partnership, limited liability company, association, or trust) that directly or indirectly controls, is controlled by, or is under common control with, such party.

"Applicable Law" or "Applicable Laws" means any law, statute, order, decree, rule, injunction, license, permit, consent, approval, agreement, regulation, judgment or legislative or administrative action of a competent governmental authority, which applies to the sale of Products, Parts and/or provision of Services.

"Buyer" means the entity purchasing Products, Parts and/or Services and its successors and permitted assigns.

"Buyer Taxes" means all existing and future taxes, duties, fees, and other charges of any nature (including, but not limited to, ad valorem, consumption, excise, franchise, gross receipts, import, export, license, property, sales and use, stamp, storage, transfer, turnover, value-added taxes ("VAT"), or other similar taxes, and any and all items of deficiency, penalty, addition to tax, interest, or assessment related thereto), imposed or assessed by any governmental authority of any country in connection with the execution of this Contract or performance of or payment for work hereunder, but excluding Seller Taxes.

"Claims" means all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, and expenses (including, without limitation, attorneys' fees and costs of litigation) of any kind or character.

"Consequential Loss" means, whether direct or indirect, and whether or not foreseeable at the time of entering into the Contract or at the time of commencing performance: any loss, delay or interruption of business, profits, revenue, production or opportunity; loss of product, use or equipment; standby time; rig, vessel, or other facility or equipment downtime; cost of capital; cost of substitute equipment, facilities, services or replacement power; overhead; any special, punitive, exemplary, incidental and/or consequential damages or losses; and/or Claims of a party's customers for any of the above losses, costs or damages.

"Contract" means either the contract agreement signed by both parties or the purchase order signed by Buyer and expressly accepted by Seller in writing, together with these Terms and Conditions, any other documents incorporated by reference, Seller's Proposal, and any agreed scope of work for the sale of Products, Parts, and/or Services.

"Contract Price" means the aggregate amount to be paid by Buyer to Seller for the purchase of Products, Parts and/or Services, as stated in the Contract, and any agreed adjustments to the same.

"Delivery" means when the Products/Parts have been delivered according to the applicable Incoterm (2010). "Deliver" shall be construed accordingly.

"Group" means with respect to either party, such party (either Buyer or Seller, as applicable), as well as its Affiliates, and in connection with the project to which the Products, Parts and/or Services relate, its joint venture partners, joint interest owners, co-lessees, consortium members and/or other partners, and, in respect of Buyer only, the Site owner, end user, or Site operator; and for all of the above, also its and their contractors and subcontractors of any tier in connection with said project, as well as the shareholders, officers, directors, employees, invitees, agents, and consultants of all of the foregoing. "Buyer Group" and "Seller Group" shall be construed accordingly. Seller Group does not include any member of Buyer Group and Buyer Group does not include any member of Seller Group.

"Hazardous Materials" means any chemical, substance, material, waste or emission defined, classified or regulated as hazardous or toxic, or as a pollutant, contaminant, or threat or potential threat to human health, safety or the environment under Applicable Law, including but not limited to naturally occurring radioactive material, hydrocarbons, asbestos, lead, hydrogen sulphide or polychlorinated hydrocarbons, including biphenyls and biphenols.

"Indemnify" means release, defend, indemnify, and hold harmless.

"Parts" means the spare or repaired parts required in relation to the Product, identified by Seller in the Contract.

"Products" means all equipment, materials, supplies, software, products, and other goods (excluding Parts) as applicable, sold under the Contract.

"Proposal" means Seller's formal offer to provide the Products, Parts and/or Services, and any mutually agreed written amendments thereto.

"REGARDLESS OF CAUSE OR ACTION" MEANS (TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW), REGARDLESS OF: CAUSE, FAULT, DEFAULT, NEGLIGENCE IN ANY FORM OR DEGREE, STRICT OR ABSOLUTE LIABILITY, BREACH OF DUTY (STATUTORY OR OTHERWISE) OF ANY PERSON, INCLUDING OF THE INDEMNIFIED PERSON, UNSEAWORTHINESS OF ANY VESSEL, AND/OR ANY DEFECT IN ANY PREMISES/ VESSEL; FOR ALL OF THE ABOVE, WHETHER PRE-EXISTING OR NOT AND WHETHER THE DAMAGES, LIABILITIES, OR CLAIMS OF ANY KIND RESULT FROM CONTRACT, WARRANTY, INDEMNITY, TORT/ EXTRACTIONAL OR STRICT LIABILITY, QUASI CONTRACT, LAW, OR OTHERWISE.

"Seller" means Cooper Machinery Services, LLC or named Cooper Affiliate signing the Contract or the purchase order, and its successors and permitted assigns.

"Seller Taxes" means all corporate income taxes imposed on Seller and any taxes imposed on Seller's employees in connection with the execution of this Contract or the performance of or payment for work hereunder by Applicable Laws.

"Services" means all the services, including, without limitation, technical assistance and guidance, training, repairs, and remote diagnostics, to be provided by Seller under the Contract.

"Site" means the premises where Parts or Products are used or meant to be used and/or Services are performed or meant to be performed, not including any Seller Group's premises.

#### 2. DELIVERY, TRANSFER OF TITLE & RISK, STORAGE, LIQUIDATED DAMAGES

2.1 Unless otherwise provided in the Contract and in accordance with Incoterms 2010: (i) for shipments that do not involve an exit out of Seller's country of incorporation, Seller shall Deliver the Products/Parts to Buyer FCA Seller's facility, place of manufacturer or warehouse; (ii) for shipments within the European customs territory, Seller shall Deliver CPT - carriage paid to named place of destination; (iii) for other export shipments out of Seller's country of incorporation, Seller shall Deliver Products/ Parts to Buyer FOB, in case of transportation by sea (specifying the port of export); FCA loaded into aircraft, in case of transportation by air (specifying the airport of export); or CPT - carriage paid to named place of destination specified between the parties, in case of transportation by rail or road. The "Delivery Date" for any item of Products/Parts is defined as the date on which such item is Delivered in accordance with this Article. Partial Delivery and Delivery in advance of the Delivery schedule shall be permitted, unless otherwise specified in the Contract.

2.2 Subject to Article 2.3, title and risk of loss to Products and/or Parts shall pass upon Delivery as provided in Article 2.1, with the exception that title and risk of loss to: (i) Products and/or Parts shipped from the United States of America ("U.S.") shall pass from Seller to Buyer immediately after each item departs from the U.S. territorial land, seas and overlying airspace, which the parties acknowledge extend to twelve nautical miles from the baseline of the country, determined in accordance with the 1982 United Nations Convention of the Law of the Sea; and (ii) Products and/or Parts to be shipped to a Delivery destination directly

from countries different from Seller's country of incorporation (drop shipment), shall pass immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. For the avoidance of doubt, Seller or its relevant Group member shall retain title to any equipment leased to Buyer Group.

2.3 If any of the Products and/or Parts cannot be shipped to Buyer in accordance with the agreed upon Delivery terms due to any cause not attributable to Seller Group, upon notice to Buyer, Seller may store such Products and/or Parts or ship them to outside storage, in which cases: (i) any amounts otherwise payable to Seller upon Delivery or shipment shall become payable upon presentation of a certification specifying the cause and place of storage (any payment security shall allow payments upon presentation of notice to storage instead of transport documents); (ii) all expenses incurred by Seller Group, such as for preparation and placement into storage, handling, inspection, presentation, insurance, removal charges, interest, and any VAT or other taxes imposed directly or indirectly under Applicable Law shall be reimbursed or paid by Buyer upon submission of Seller's invoices; and (iii) when reasonably possible and upon payment of all amounts due hereunder, Seller shall resume Delivery of the Products and/or Parts to the originally agreed point of Delivery. Title and risk of loss to Products and/or Parts shall pass as provided in Article 2.2, provided that Seller shall not have any obligation to store any item beyond 60 calendar days and if the storage period extends beyond 60 days, Seller shall be entitled to resume Delivery of the Products/Parts in accordance with Article 2.1. The terms of Article 2.3 shall apply also in the event any Buyer equipment repaired at Seller Group's facilities cannot be shipped to or received by Buyer in accordance with the agreed upon terms, provided that, in the case of Buyer equipment to be repaired at Seller Group's facilities, Buyer shall retain title to, and risk of loss for, any such equipment at all times.

2.4 In the event of a delay in the Delivery of Products and/or Parts beyond the contractually agreed Delivery Date or a delay in the commencement of the performance of Services beyond the contractually agreed commencement date, if such Delay/ commencement is not excused under the terms of the Contract, Seller Group shall be liable exclusively for the following liquidated damages, unless a different amount is set forth in the Contract: 0.5% of the price of the delayed item for each week of delay, or 0.1% of the price of the delayed Service for each day of delay, in all cases cumulatively up to a maximum amount of 5% of the overall portion of the Contract Price allocable to the delayed Services, Products or Parts. The parties agree that such liquidated damages are not a penalty and represent a fair and reasonable estimate of the damages Buyer Group may suffer as a result of delay. SAID LIQUIDATED DAMAGES SHALL CONSTITUTE THE SOLE AND EXCLUSIVE LIABILITY OF SELLER GROUP AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER GROUP FOR DELAY. No liquidated damages are due unless Buyer has suffered direct economic harm.

#### 3. EXCUSABLE DELAYS

3.1 Neither party shall be liable or considered in breach or default of its obligations to the extent performance of such obligations is delayed or prevented, directly or indirectly, due to causes beyond the impacted party's reasonable control, including but not limited to: (i) acts of God, acts or omissions of governmental authorities, fire, severe weather conditions, earthquake, strikes or other labor disturbances, flood, serious risk of kidnapping, war (declared or undeclared), armed conflict, acts or threats of terrorism, epidemics, civil unrest, riot, severe delay in transportation, severe car shortage, or inability to obtain necessary materials, components or services; (ii) in the case of Seller, acts or omissions of Buyer Group, including failure to timely provide Seller Group with access, information, tools, material, and approvals necessary to permit Seller Group to timely perform the required activities, and including, without limitation, unknown physical conditions at the Site of an unusual nature and differing materially from those ordinarily encountered and generally recognized as occurring in the work of the character provided for in the Contract. The affected party shall promptly notify the other party in the event of a delay under this Article. The Delivery or performance dates shall be extended for a period equal to the time lost by reason of such delay, plus such additional time as may be reasonably necessary to overcome the effect of such delay. If Seller is delayed by acts or omissions of Buyer Group, or by the prerequisite work of Buyer's other contractors, Seller shall also be entitled to an equitable price adjustment. Under no circumstances shall Buyer's payment obligation be deemed excusable under this Article.

3.2 If a delay excused by this Article 3 extends for more than 90 days and the parties have not agreed upon a revised basis for resuming work, including an equitable price adjustment, then either party (except where delay is caused by Buyer Group, in which event only Seller), upon 30 days written notice may terminate the Contract with respect to the unexecuted portion of the work. In the event of a delay under Article 3.1(ii), the terms of Article 10.2 shall apply in full. In the event of a delay under Article 3.1(i), Buyer shall pay Seller the pro-rated Contract Price for all work performed before the effective date of termination.

#### 4. WARRANTY

4.1 Subject to the limitations set forth in the Contract, Seller warrants to Buyer that: (i) the Products and/or Parts shall be delivered free from defects in material, workmanship and title; and (ii) the Services shall be performed in a competent and diligent manner in accordance with any mutually agreed specifications. Unless Seller expressly agrees otherwise in writing and except for Products/Parts provided by Seller's Affiliates, any Parts not manufactured by Seller (including incidental materials and consumables used in the Services) shall carry only the warranty provided by the original manufacturers, and Seller gives no warranty for such Parts.

4.2 Unless otherwise stated in the Contract, the warranty period ("Warranty Period") shall be as follows: (i) for each Product (excluding Parts), 12 months from Start-Up date, or 8,600 running hours, or 18 months from the date of Delivery, or from the date of notice that the Products are ready for shipment, if the Delivery cannot take place for reasons not attributable to Seller Group, or from the date of notice that the Products are put into storage under Article 2.3, whichever occurs first; (ii) for Services, one year after performance of the Service; (iii) for Parts, 18 months after Delivery or 12 months after installation, whichever occurs first; (v) for repaired, replaced, or re-performed Products, Parts, or Services, six months after repair/replacement or re-performance, provided that Seller Group's warranty obligations shall in all cases terminate and in no event extend beyond 24 months after Delivery or placement into storage of the original Products/Parts or performance of the initial Service. As used herein, "Start-Up" means the equipment start-up activities to be carried out by Buyer in connection with the Products not later than 30 days from Seller's written notification that the Products are ready for start-up.

4.3 If Products, Parts, or Services do not meet the above warranties during the applicable Warranty Period and Buyer informs Seller in writing within 15 days of discovery, Seller's sole and exclusive liability shall be to either re-perform the defective Services, or repair or replace the defective component of the Products/Parts, at Seller's option. If despite Seller's reasonable efforts, a non-conforming Product/Part cannot be repaired or replaced, or non-conforming Services cannot be re-performed, the parties will negotiate an equitable adjustment in price with respect to such Product, Parts, component, or Service. Seller Group shall not under any circumstances be liable for defects that arise or are discovered after expiration of the Warranty Period.

4.4 Seller shall not be liable for accessing, retrieving, removing, or decontaminating defective Products or Parts, or for reinstalling repaired or replacement Products/Parts, or for any costs, damages, or losses incurred in connection with any of the above operations. Seller shall be responsible to transport defective Products or Parts only to and from the original Delivery point. Buyer shall be responsible for all customs formalities, costs and taxes connected with any export to Seller or import of goods sent back to Buyer.

4.5 Seller does not warrant the Products, Parts or any repaired or replacement item against: normal wear and tear, including that due to environment, excessive operation at peak capability, frequent starting, type of fuel, detrimental air inlet conditions or erosion, corrosion or material deposits from fluids, misuse, accident, modification, heating, machining, bending, welding, alteration of any kind, or operation under conditions more severe than, or otherwise exceeding those set forth in the specifications for the relevant Product or Part. The warranties and remedies set forth herein are further conditioned upon: (i) proper storage, installation, use, operation, and maintenance of the Products/Parts, and conformance with the operation instruction and installation manuals (including revisions thereto) provided by Seller Group; (ii) Buyer keeping accurate and complete records of operation and maintenance during the Warranty Period and providing Seller access to those records; and (iii) repair or modification pursuant to Seller's instructions and approval. Failure to meet any such conditions in Article 4.5 renders the warranty null and void.

4.6 THE REMEDIES SET FORTH IN ARTICLE 4 CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO ANY FAILURE OF, OR ANY DEFECT OR NON-CONFORMITY IN, THE PRODUCTS, PARTS, OR SERVICES, REGARDLESS OF WHEN THE FAILURE, DEFECT OR NON-CONFORMITY ARISES AND REGARDLESS OF CAUSE OR ACTION. THE WARRANTIES SET FORTH IN ARTICLE 4 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

4.7 All Parts Delivered shall conform to Seller's part or version number specified in the Contract, or its equivalent or the superseding number subsequently assigned by Seller. If the number ordered is no longer available, Seller is authorized to provide a valid interchangeable Part without notice to Buyer.

5. **INSPECTION AND FACTORY TESTS** - The quality control exercised by Seller in its manufacture of Products/Parts shall be in accordance with Seller's normal quality control policies, procedures and practices. Unless otherwise expressly agreed in the Contract, Seller shall attempt to accommodate Buyer's requests to witness Seller's factory tests of Products/Parts, but only if such witnessing can be arranged without delaying the work. Access to Seller Group's premises shall be limited to areas directly concerned with the Products/Parts, excluding in all cases areas where work of a proprietary nature is conducted.

6. **CHANGES** - Each party may at any time propose changes in the schedule or scope of Parts, Products or Services in the form of a draft change order. Neither party is obligated to proceed with the changed schedule or scope until both parties agree to such change in writing. Unless otherwise agreed by the parties, pricing for additional work arising from such changes shall be at time and material rates.

## 7. PAYMENT

7.1 Buyer shall pay to Seller all invoiced amounts Net 30 days when due or in a timely manner according to the Contract. If nothing is agreed in the Contract, payment shall be made in US dollars or the currency set forth in the Seller's proposal. Seller reserves the right to require Payment Milestones or require one or more irrevocable, unconditional, letters of credit payable at sight ("Payment Security"), without any set-off and in the currency agreed in the Contract (or on the face of the purchase order). In the event Buyer requests payment by credit card, Seller at its option may add a 3% surcharge to the applicable Contract Price for processing fees associated with credit card transactions.

7.2 In addition to other Contract remedies, Buyer shall pay interest to Seller at the rate of 1.5% per month (or fraction thereof), not to exceed the lesser of 18% per annum or the maximum amount permitted by Applicable Law, on all amounts not timely paid in accordance with the Contract.

7.3 If applicable, each Payment Security shall be irrevocable and unconditional, and allow for pro-rata payments for partial Deliveries, other charges (e.g., storage, export shipments, cancellations, and adjustments), and all other payments due to Seller under the Contract. Each Payment Security shall be: (i) issued or confirmed by a primary international bank that is reasonably acceptable to Seller; (ii) payable at the counters of such bank; (iii) opened 30 days from the Contract effective date; and (iv) remain in effect until the latest of 90 days after the latest scheduled Products/Parts shipment, or completion of Services, or receipt by Seller of final payment. Buyer shall make relevant adjustments in the Payment Security (including increasing amounts or validity period, and including in accordance with the changes agreed in the Contract) as required to fulfill its payment obligations under the Contract, within 15 business days of Seller's notification that such adjustment is necessary. Seller will not have an obligation to begin performance until the Payment Security, or the required adjustment thereof, has become operative.

## 8. TAXES AND DUTIES

8.1 Seller shall be responsible for and shall pay when due and payable all Seller Taxes, and Buyer shall be responsible for and shall pay all Buyer Taxes. The Contract Price does not include any Buyer Taxes. Therefore, if any such taxes are applicable, they will be added to the Contract Price. For U.S. sales and use tax, and in other jurisdictions where applicable, Buyer may report/remittance or similar taxes directly if Buyer timely provides a direct pay or exemption certificate to Seller.

8.2. If the Applicable Laws require the Contract to be subject to stamp duty, fee, or registration, Buyer shall be responsible for the required formalities and bear the related costs. Buyer shall return to Seller a copy of the registration certificate or a registered copy of the Contract within 10 days from the due date required by said Applicable Laws to register or pay for such stamp duty, fee, or registration. According to the Applicable Laws of the country in which Buyer has requested Seller to provide Services, Seller may be required to be registered locally, in which case, Seller shall perform the Services and invoice for them with the intervention of its relevant branch or permanent establishment.

8.3 If Buyer is required to deduct or withhold any Seller Taxes from the Contract Price, Buyer shall (1) give at least 30 days' notice to Seller that Buyer will withhold, (2) make all reasonable efforts to minimize any withholding tax from payments to Seller, in accordance with Applicable Laws and any applicable bilateral conventions against double taxation, and (3) provide to Seller, within 30 days from payment, the official receipt issued by the competent government authority to which the Seller Taxes have been paid, or an alternative document acceptable to the relevant tax authorities. If Buyer requires tax residence certificates or other documentation from Seller to apply for any exempted or reduced tax regime, Seller shall submit the appropriate certificates upon Buyer's written request. If Buyer, under the Applicable Laws of any country other than Seller's country of incorporation or in which Seller has a branch, deducts or withholds Seller Taxes or fails to comply with the requirements of this clause, Buyer shall pay additional amounts to Seller so that Seller receives the full amount of the Contract Price, as though no such Seller Taxes had been deducted or withheld.

8.4 If Buyer benefits from any tax, fee or duty exemption which is applicable to Seller or Seller's Group, Buyer agrees to provide Seller, without charge and before the following as applicable: (1) entering into the Contract, (2) before invoicing, or (3) before any other relevant event, documentation acceptable to the competent tax authorities supporting the exemption, together with instructions on the exemption procedure. Buyer shall promptly inform Seller in writing about the revocation, expiry or other change of the exemption. If Seller is denied the exemption because of a failure of Buyer, Seller shall be entitled to invoice and Buyer shall pay promptly the applicable tax, fee or duty.

8.5 When Buyer arranges the export or intra-European Union ("EU") community shipment, Buyer will provide to Seller, free of charge and within 90 days (or, in the case of exports from the U.S., 30 days), evidence (obtained from Buyer's forwarder) of exportation or intra EU community shipment; such evidence must be in a form that is acceptable to the competent tax and customs authorities. Failing the above, Seller shall be entitled to invoice Buyer the applicable VAT, U.S. sales and use tax, or similar taxes.

9. **ASSIGNMENT, NOVATION & SUBCONTRACTING** - Buyer may assign or novate the Contract, in full or in part and including through change of ownership, only with the prior consent of Seller, which consent shall not be unreasonably delayed or withheld, provided that Seller shall be entitled to withhold such consent only for demonstrable reasons if the assignee/novatee lacks adequate financial capability, is a competitor or potential competitor of Seller or its Affiliates, causes Seller Group to be in breach of Applicable Law, and/or does not meet Seller's code of ethics. Seller may assign or novate to third parties the Contract, in full or in part, only with the prior consent of Buyer, which consent shall not be unreasonably delayed or withheld, provided that Seller may, without Buyer's consent: (i) assign or novate the Contract, in full or in part, to one or more Affiliates of Seller; and (ii) assign any receivables due hereunder to one or more Affiliates of Seller. The parties agree to execute such documents as may be necessary to effect the permitted assignments or novations. In the event of a novation or assignment by Buyer, Buyer shall cause the novatee/assignee to provide additional payment security at Seller's reasonable request. Any assignment or novation in violation of the above shall be void and without effect for the other party. Nothing herein shall restrict Seller from subcontracting portions of its work, provided that Seller remains responsible to Buyer for performance of such work.

## 10. TERMINATION AND SUSPENSION

10.1 Either party may terminate this Contract for default if: (i) any proceeding is brought against the other party, voluntarily or involuntarily, under applicable bankruptcy or insolvency laws, or if the other party is unable to pay its debts when due, to the extent permitted by Applicable Law; or (ii) the other party commits a material breach of this Contract, which does not otherwise have a specified contractual remedy, and fails to cure the breach within 30 days of notice from the non-breaching party, or if it is not possible to cure such breach within 30 days, fails to commence to cure the breach within 30 days of such notice or fails to thereafter continue diligent efforts to complete the cure as soon as reasonably possible. In the event of a termination by Buyer under this Article 10.1, Seller shall reimburse Buyer the difference between that portion of the Contract Price allocable to the terminated scope and the actual amounts reasonably incurred by Buyer to complete such terminated scope; and Buyer shall pay to Seller the portion of the Contract Price allocable to Products/Parts purchased and/or completed, and amounts for Services performed, before the effective date of termination. Said amounts shall be calculated using the applicable Contract rates, or in the absence of such rates, at Seller's then-current standard time and material rates. In the event there are agreed-upon Contract milestones, said amounts shall be calculated in accordance with the milestone schedule for completed milestones, and the Contract rates for work toward milestones not yet achieved.

10.2 Buyer may terminate the Contract (even in part) with a 20-day prior written notice for reasons other than those set forth in Article 10.1, in which case Buyer shall pay Seller's charges in accordance with the Contract termination schedule; or if no such schedule exists: (i) Buyer shall pay Seller all costs and expenses incurred by Seller in connection with work performed before the

effective date of termination, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract; or (ii) for Contracts based on payment milestones Buyer shall pay Seller: (a) all amounts due under the Contract for completed milestones, plus (b) all costs and expenses incurred by Seller in connection with work performed in relation to incomplete milestones, plus a reasonable margin percentage in relation to such costs and expenses, which margin percentage shall not be lower than the margin percentage applicable to the overall Contract. In connection with both (i) and (ii), Buyer shall also pay Seller the costs and expenses incurred by Seller as a direct result of the termination, including the costs associated with vendor disputes or Claims.

10.3 If Buyer fails to pay any outstanding undisputed invoice as set forth in the Contract, or fails to issue the Payment Security within the time agreed, Seller, upon a 15-day notice to Buyer, may suspend performance and Delivery. Any cost incurred by Seller as a result of such suspension (including storage, stand-by costs, demobilization and re-mobilization costs) shall be payable by Buyer upon submission of Seller's invoices. Performance of Seller's obligations shall be extended for a period equaling the period of Buyer's failure to meet its payment obligations, plus such additional time as may be reasonably necessary to overcome the effect of such payment delay. If suspension for Buyer's failure to pay an undisputed invoice or failure to issue the Payment Security exceeds 15 days, Seller may at its sole option immediately terminate the applicable Contract for cause and Buyer shall also pay Seller the costs and expenses incurred by Seller as a direct result of the termination, including the costs associated with vendor disputes or Claims, plus a reasonable margin percentage in relation to such costs and expenses.

10.4 With a 20-day written prior notice, Buyer may elect to suspend performance of the Contract for a maximum cumulative period of 90 days, after which Seller may terminate the Contract and Article 10.2 shall apply. In the event of suspension under this Article 10.4, Buyer shall also pay all reasonable expenses incurred by Seller in connection with the suspension, including without limitation, expenses for repossession, fee collection, stand-by costs, demobilization/remobilization, and costs of storage. The schedule for Seller's obligations shall be extended for a period of time reasonably necessary to overcome the effects of such suspension.

## 11. COMPLIANCE WITH LAWS, CODES AND STANDARDS

11.1 The Contract Price is based on Seller Group's design, manufacture, testing, and Delivery of the Products, Parts and Services pursuant to: (i) its design criteria, manufacturing processes, and procedures and quality assurance program; (ii) those portions of industry specifications, codes, and standards in effect as of the date of entering into the Contract as are specified in the Contract; (iii) Applicable Law; and (iv) any mutually agreed-upon written terms and specifications set forth in the Contract.

11.2 Notwithstanding any other provision of this Contract, the parties shall at all times comply with Applicable Law in the performance of the Contract, except for Seller to the extent that such compliance is penalized under, or otherwise violates, the laws of the United States or any European Union laws.

11.3 Seller is entitled to an equitable adjustment to the Contract Price and the Delivery schedule to reflect any additional costs and other impact incurred by Seller Group as a result of a change in Applicable Law or applicable standards and regulations, including changes in the interpretation thereof, after entering into the Contract. In the event any such change prevents Seller Group from executing its obligations without breaching Applicable Law or makes Seller's execution of its obligations unreasonably burdensome or unbalanced, Seller shall also have the right to withdraw its Proposal or terminate the Contract without any liability.

11.4 Unless otherwise agreed in the Contract, Seller shall be responsible for timely obtaining the permits, licenses, and authorizations required for Seller Group to meet the requirements of the Contract, except that Buyer shall be responsible for timely obtaining any required permits, licenses, and authorizations that can only be obtained by Buyer Group. Buyer and Seller shall provide each other reasonable assistance in obtaining the required authorizations.

11.5. Buyer agrees that it will not sell, distribute, disclose, release or otherwise transfer any item or technical data provided under this Contract to: (i) any country designated as a "State Sponsor of Terrorism" by the U.S. Department of State including, for this Agreement, the countries of Cuba and North Korea (ii) any entity located in, or owned by an entity located in, a "State Sponsor of Terrorism" country or Cuba or North Korea, (iii) the region of Crimea or (iv) any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury or any other applicable prohibited party list of the US Government. This clause will apply regardless of the legality of such a transaction under local law. Except as otherwise agreed in writing between the parties, each Party shall be responsible for obtaining and maintaining any authorization required for its performance under this Contract (including the transfer any item or technical data under this Contract), such as export license, import license, exchange permit or other required government export or import authorization. Each Party shall provide the reasonable assistance necessary for the other Party to secure and comply with such authorizations as may be required. Neither Party shall be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed despite reasonable efforts by the Party. Additionally, such delay, denial, revocation or non-renewal shall not constitute a breach of this Agreement.

Buyer shall not use any items sold hereunder for any military application, or resell them for such purpose.

## 12. ENVIRONMENT, HEALTH, SAFETY AND SECURITY (EHSS)

12.1 Buyer shall take all actions necessary to provide a safe, healthy and secure work environment, including transportation and accommodation if applicable, for Seller Group personnel. Buyer shall inform Seller of any known risks, hazards, or changed conditions impacting worker health, safety or the environment, including the presence or potential presence of Hazardous Materials, and shall provide relevant information, including safety data sheets, site security plans, risk assessments and job hazard analyses.

12.2 To evaluate risks associated with the provision of Services and performance under this Article, Buyer shall provide Seller Group with reasonable access to review the Site and related equipment. If Seller's work at the Site is subject to local, state or national EHS legal requirements that are not reasonably available, Buyer shall notify and provide copies of same to Seller.

12.3 If Seller or Seller's representative believes in good faith that Site conditions, Seller transportation or accommodation provisions, or the actions of others threaten the health, safety, or security of Seller Group personnel or the environment, Seller or its representatives may, in addition to other rights or remedies available, STOP WORK, evacuate some or all of its personnel, suspend performance of all or any part of the Contract, and/or remotely perform or supervise work. If Seller exercises its rights under this provision, it shall give prompt notice to Buyer, and the parties shall work cooperatively to correct the conditions or actions prompting the STOP WORK. The parties agree there shall be no retaliation taken against any person who invokes their right under this provision to STOP WORK. Any delay resulting from Seller Group's exercise of its rights under this Article shall constitute an excusable delay.

12.4 To the full extent permitted by Applicable Law, Buyer agrees that it is the generator, and shall be solely responsible for the storage, transportation and disposal of all Hazardous Materials or waste related to or arising from the performance of Services at Buyer Group sites, including any removed from Seller's equipment. Prior to the transportation and disposal of waste materials by Buyer, Seller shall properly handle and manage all Hazardous Materials resulting from the Services in accordance with Applicable Law and Buyer's written requirements. If Seller Group encounters any Hazardous Materials, it may suspend work pending Buyer elimination of the hazardous condition. If any Seller equipment or Buyer equipment destined for a Seller facility is contaminated with Hazardous Materials, Buyer shall assume sole responsibility for decontaminating such equipment and returning it in the same condition received to allow for its safe handling and transportation in compliance with Applicable Law. If any such Hazardous Materials cause an increase in Seller's cost or time, Seller shall be entitled to an equitable adjustment in price and schedule.

## 13. ADDITIONAL EHSS PROVISIONS APPLICABLE TO SERVICES

13.1 Seller Group personnel shall not be required to work in excess of any time restriction prescribed by Applicable Law. Seller Group personnel will have at least one day of rest in any seven consecutive days; provided, the parties may agree upon exceptions consistent with Seller's working time policy.

13.2 Buyer shall provide medical care and facilities at the Site consistent with international industry standards. If Seller Group's personnel require urgent medical attention, Buyer shall make its medical facilities available to such persons as necessary. To the

extent Buyer cannot supply necessary urgent medical attention at the Site or any Buyer Group's site or while working offshore, Buyer shall provide for transport of Seller Group's personnel and access of such personnel to the nearest suitable urgent care facility. For offshore or remote work, Buyer shall be responsible for the medical evacuation of Seller Group's personnel from the Site to the departure point on the mainland or Buyer's designated medical services provider.

13.3 Buyer shall transport Seller Group's personnel, equipment and materials, including medi-vac, to and from all offshore locations and to such other job Sites as agreed, in compliance with Applicable Law and international industry standards regarding qualified personnel and safe operation and maintenance. Buyer Group agrees to make such equipment and information relating to its operation and maintenance available to Seller for review. Buyer shall provide personal protective equipment required during use of Buyer provided transportation to and from the offshore work and such other specialized equipment as agreed between the parties.

14.1 Buyer shall provide, at no cost to Seller, accommodation and messing for Seller Group's personnel, which offers a reasonable degree of comfort, is consistent with international industry standards and is at least comparable to that furnished to Buyer's management and technical personnel. Buyer shall provide telephone and computer internet connectivity to Seller Group's personnel at said accommodations.

#### 14. CONFIDENTIALITY

14.1 "Confidential Information" means pricing for Parts, Products, and Services, and/or information that is designated in writing as "confidential" or "proprietary" at the time of disclosure, or orally designated as "confidential" or "proprietary" and confirmed in writing within ten days after oral disclosure. Confidential Information shall not include information that: (i) is or becomes generally available to the public other than from disclosure by the receiving party's Group; (ii) is or becomes available to the receiving party's Group on a non-confidential basis from a source other than the disclosing party and, after due inquiry, that source is not subject to a confidentiality obligation to the disclosing party; or (iii) is independently developed by the receiving party's Group without reference to the disclosing party's Confidential Information, as evidenced by written documents.

14.2 The parties shall: (i) use, reproduce, or disclose the other party's Confidential Information only in connection with the Contract and permitted use(s) and maintenance of Products, Parts and Services; (ii) take reasonable measures to protect the confidentiality, and prevent disclosure and unauthorized use of the Confidential Information and (iii) in particular, not disclose Confidential Information to the other party's competitors.

14.3 A party may disclose Confidential Information: (i) to any member of its Group who has a need to know to perform the Contract or use and maintain Products, Parts, or Services and who is bound in writing to confidentiality obligations and use restrictions at least as restrictive as in this Contract; and (ii) to comply with a legal obligation, but only after promptly notifying the disclosing party of its disclosure obligation so that the disclosing party may seek an appropriate protective order. Buyer shall not disclose Confidential Information to Seller unless required for Seller to perform under this Contract. Buyer warrants that it has the right to disclose the information and shall indemnify Seller Group from any Claims or damages resulting from improper disclosure.

14.4 Neither party shall make any public announcement about any aspect of the Contract or related documents or information without prior written approval of the other party.

14.5 The confidentiality and use restrictions of this Article 14 shall survive any termination of the Contract for ten years. Each party shall indemnify the other for failure to comply with this provision.

#### 15. INTELLECTUAL PROPERTY

15.1 Seller shall indemnify Buyer from any rightful Claims of third parties that the Products or Parts manufactured by Seller or its Affiliates infringe any utility patent of the U.S., EU, or the country of initial installation (if set forth in the Contract), provided that: (i) Buyer promptly notifies Seller in writing of any such claim; (ii) Buyer makes no admission of liability and does not take any position adverse to Seller regarding such claim and gives Seller authority, at Seller's expense, to direct and control all defense, settlement and compromise negotiations; and (iii) Buyer provides Seller with full disclosure and assistance that may be reasonably required to defend any such claim.

15.2 Seller shall have no obligation or liability with respect to any claim based upon: (i) any Products, Parts or Services that have been altered, modified, or revised; (ii) the combination, operation, or use of any Products, Parts or Services with other products or services when such combination is part of any allegedly infringing subject matter; (iii) failure of Buyer Group to implement any update provided by Seller Group that would have prevented the claim; (iv) unauthorized use of Products, Parts or Services, including without limitation a breach of the provisions of the Contract; or (v) Products, Parts or Services made or performed to Buyer Group's specifications.

15.3 Should any Products, Parts or Services become the subject of a claim, Seller may at its option: (i) procure for Buyer the right to continue using the Product, Part or Service, or portion thereof; (ii) modify or replace it in whole or in part to make it non-infringing; or (iii) failing (i) or (ii), take back Products or Parts, discontinue Services, and refund any fees received by Seller attributable to the infringing Product, Part or Service.

#### 15.4 THE FOREGOING STATES SELLER GROUP'S ENTIRE AND EXCLUSIVE LIABILITY FOR ANY INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS INFRINGEMENT.

15.5 Each party shall retain ownership of all Confidential Information and intellectual property it had prior to the negotiations of the Contract. Any and all new intellectual property conceived, created or provided by Seller Group under the Contract, whether alone or with any contribution from Buyer Group, shall be owned exclusively by Seller or other members of Seller Group, as the case may be. To the extent that Buyer Group may acquire any right or interest in such new intellectual property, Buyer irrevocably assigns, and agrees to assign and/or cause other members of Buyer Group to assign, all such rights and interests in such new intellectual property as instructed by Seller, and to execute assignments and other documentation as necessary to achieve this result. To the extent permissible by law, Buyer Group waives any moral rights it acquires in any such new intellectual property. Seller shall grant Buyer user rights to utilize Seller's intellectual property embedded in the Products or Parts solely for standard use, operation, and maintenance of the Products/Parts by Buyer. Such license shall not give Buyer the right to manufacture and/or have manufactured such Products/Parts to the extent such maintenance will result in substantially new Products/Parts.

15.6 If Seller provides any Products that are software, including SaaS (Software as a Service), embedded software, or software that is installed on Buyer Group's equipment, the terms of the annexed Software License Addendum, shall apply. If there is any conflict between these Terms and Conditions and the terms of the Software License Addendum, the terms of the Software License Addendum shall prevail.

15.7 Buyer agrees that Seller may create, receive, maintain, transmit and otherwise have access to machine, technical, system, usage and related information, including, but not limited to, information about Buyer's products, services, systems and software, that is gathered periodically to facilitate the provision of Products, Parts, Services, other support, consulting, training and other services to Buyer (if any), and to verify compliance with the terms of this Contract. Seller and its Affiliates may use such information to provide, develop or improve their products or services.

16. INDEMNITY, LIMITATION OF LIABILITY, AND INSURANCE The provisions of Article 16 shall apply to the maximum extent permitted by Applicable Law and, unless otherwise expressly stated, prevail over any conflicting clauses.

16.1 (i) Seller agrees to Indemnify Buyer Group from and against any and all Claims for bodily injury, illness, or death suffered by any Seller Group's personnel, and/or for damage to or loss of any property of any Seller Group member (whether owned, hired, or leased, but excluding property leased to Buyer Group) arising out of or in connection with the Contract, REGARDLESS OF CAUSE OR ACTION. (ii) Buyer agrees to Indemnify Seller Group from and against any and all Claims for bodily injury, illness, or death suffered by any Buyer Group's personnel, and/or for damage to or loss of any property of any Buyer Group member (whether owned, hired, or leased, and including the Products and Parts (after Delivery), the Site, and any facilities or property thereon), arising out of or in connection with the Contract, REGARDLESS OF CAUSE OR ACTION.

16.2(i) Seller agrees to Indemnify Buyer Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Seller Group in connection with performance of the activities under this Contract. (ii) Buyer agrees to Indemnify Seller Group from and against any rightful Claims of third parties on account of bodily injury, illness or death, or damage to or loss of property, to the extent resulting directly from the negligence of Buyer Group in connection with the activities performed under this Contract. (iii) In the event the

injury or damage to third parties is caused by the joint or concurrent negligence of the parties or their respective Groups, each party shall bear such injury or damage proportionally to its Group's negligence. For the avoidance of doubt, no members of either party's Group shall be considered third parties and, for purposes of Seller's indemnity obligation in Article 16.2(i), no part of the Site or any property or facilities thereon shall be considered as third party property, and the Site owner and its partners, affiliates and contractors/subcontractors shall not be considered third parties. The reciprocal indemnities in this Article 16.2 shall apply only if the indemnified party: (i) promptly notifies the other in writing of the third party claim; (ii) makes no admission of liability, does not take any position adverse to the other party and gives such other party's authority to direct and control all defense, settlement and compromise negotiations; and (iii) provides the other party with full disclosure and assistance as may be reasonably required to defend such claim.

16.3 Except only as provided in Article 16.1(i) but notwithstanding anything else to the contrary herein, in the event the Site is offshore, Buyer assumes sole responsibility for and shall Indemnify the Seller Group (to the maximum extent permitted under applicable law) from and against any and all Claims asserted by or in favor of any person or party resulting from pollution, contamination or blow-out of any kind and including costs of pollution control, removal, spills, leakage, and clean-up. The above indemnity applies REGARDLESS OF CAUSE OR ACTION and even if the claim is on account of any defect in the Products, Parts or Services; but it shall not apply to surface pollution or spillage of fuels, lubricants, sewage or garbage to the extent such surface pollution or spillage originates from Seller Group's property while such property is in Seller Group's sole care, custody and control.

16.4 EXCEPT ONLY FOR SELLER'S OBLIGATIONS IN ARTICLES 8.1, 15, 16.1(i), AND 11.2 (TO THE EXTENT OF FINES AND PENALTIES IMPOSED BY A GOVERNMENT AUTHORITY AS A RESULT OF SELLER'S VIOLATION OF APPLICABLE LAW), SELLER GROUP'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS OF ANY KIND, REGARDLESS OF CAUSE OR ACTION, ARISING OUT OF OR RELATED TO THE CONTRACT, OR ITS PERFORMANCE OR BREACH, INCLUDING WITHOUT LIMITATION WARRANTY AND TERMINATION, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED: (i) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE, OR FROM THE USE OR FAILURE TO USE PRODUCTS OR PARTS, THE CONTRACT PRICE ALLOCABLE TO THE PRODUCT AND/OR PARTS GIVING RISE TO THE CLAIM; AND (ii) IN THE CASE OF CLAIMS RESULTING FROM THE PROVISION OR FAILURE TO PROVIDE SERVICES, THE CONTRACT PRICE ALLOCABLE TO THE SERVICES GIVING RISE TO THE CLAIM. SELLER GROUP SHALL HAVE NO LIABILITY FOR ADVICE OR ASSISTANCE GRATUITOUSLY PROVIDED BY SELLER GROUP BUT NOT REQUIRED PURSUANT TO THE CONTRACT. ALL SELLER GROUP'S LIABILITIES SHALL TERMINATE AT THE END OF THE RELEVANT WARRANTY PERIOD, EXCEPT FOR CLAIMS THAT HAVE BEEN TIMELY COMMENCED BY BUYER IN ACCORDANCE WITH THE CONTRACT.

16.5 UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL LOSS. NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND EXCEPT ONLY TO THE EXTENT OF AGREED LIQUIDATED DAMAGES AND ANY PREDETERMINED TERMINATION FEES DUE TO SELLER UNDER THE CONTRACT, SELLER SHALL INDEMNIFY BUYER GROUP FROM AND AGAINST ANY AND ALL DIRECT OR INDIRECT CLAIMS FOR CONSEQUENTIAL LOSS OF SELLER GROUP; AND BUYER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY AND ALL DIRECT OR INDIRECT CLAIMS FOR CONSEQUENTIAL LOSS OF BUYER GROUP REGARDLESS OF CAUSE OR ACTION.

16.6 NOTWITHSTANDING ARTICLE 16.2(i), IN THE EVENT BUYER GROUP PROVIDES PRODUCTS OR PARTS TO A THIRD PARTY OR USES SELLER'S PRODUCTS/PARTS AT A FACILITY NOT OWNED BY BUYER, OR THE SERVICES ARE PERFORMED AT A FACILITY NOT OWNED BY BUYER, BUYER SHALL INDEMNIFY SELLER GROUP FROM AND AGAINST ANY LIABILITY ARISING OUT OF CLAIMS MADE IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT, REGARDLESS OF CAUSE OR ACTION. IN THE EVENT BUYER ASSIGNS OR NOVATES THE CONTRACT, IN WHOLE OR IN PART, SUCH ASSIGNEE OR NOVATEE SHALL BE BOUND BY THE SAME TERMS OF THIS CONTRACT, AND BUYER HEREBY WAIVES ANY RIGHT TO CLAIM, WHETHER IN TORT, AT LAW OR OTHERWISE, FOR DAMAGES OR LIABILITIES OF ANY KIND IN EXCESS OF THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE CONTRACT.

16.7 Buyer and Seller each covenant and agree to support their mutual indemnity obligations under Article 16 by procuring and maintaining, at the indemnifying party's sole expense, insurance policies meeting the following requirements: (i) Workers Compensation/Employer's Liability as per Applicable Law; (ii) Comprehensive General Liability: Combined Single Limits for Bodily Injury and Property Damage \$1,000,000 (one million) per occurrence and \$2,000,000 (two million) in the aggregate (or its equivalent in another relevant currency), which may be satisfied through a combination of underlying and excess coverages. The parties agree that, to the extent of the indemnifying party's liability and indemnity obligations under this Contract, the indemnifying party's General Liability policies shall include the indemnified party Group as additional insured(s) contain blanket contractual liability coverage, be primary, and receive no contribution from any insurance policies maintained by or on behalf of the indemnified party. Each party, on request, shall provide to the other party insurance certificates evidencing the aforementioned limits and terms of insurance. Buyer and Seller shall each arrange for any of their respective insurance policies hereunder to contain provisions whereby, to the extent of each party's liability and indemnity obligations under this Contract, their insurers waive their rights of subrogation against the other party's Group, as well as the other party's respective insurers.

17. NO NUCLEAR USE - The Products, Parts and/or Services are not intended or authorized for use in connection with any nuclear facility or activity, and Buyer warrants that it shall not use, or permit others to use, Products, Parts and/or Services in connection with or for any such purposes without the advance written consent of Seller. If, in breach of the foregoing, any such use occurs, Seller hereby disclaims any and all liability for any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. In addition to any other rights of Seller and to the maximum extent permitted under Applicable Law, Buyer assumes sole responsibility for, and shall Indemnify Seller Group from and against, any and all Claims asserted by or in favor of any person or party resulting from any nuclear or other damage, injury, or contamination REGARDLESS OF CAUSE OR ACTION. Consent of Seller to any use in connection with any nuclear facility or activity, if any, will be conditioned upon additional terms and conditions that Seller determines to be acceptable for protection against nuclear liability.

18. ADDENDA - If any Products/Parts include executable binary code, or if Seller provides any remote diagnostic, rental tools, training, or other special Services, the terms of the respective annexed Cybersecurity Services Addendum, Remote Diagnostic Services Addendum, Rental Tools Addendum, Training Addendum and/or other addendum shall apply. If there is any conflict between these Terms and Conditions and the terms of any applicable addendum, the terms of the applicable addendum shall prevail.

19. GOVERNING LAW - This Contract shall be governed by and construed in accordance with the laws of (i) the State of New York, if Seller is incorporated in the U.S.; or (ii) England and Wales, if Seller is incorporated outside the U.S., excluding in any case conflict of law rules.

20. DISPUTE RESOLUTION - Any dispute arising out of or in connection with this Contract shall be referred to settlement proceedings under the International Chamber of Commerce (ICC) Mediation Rules, without prejudice to either party's right to seek emergency, injunctive, or conservatory measures of protection at any time. If any such dispute has not been settled within 60 days following the filing of a Request for Mediation (or such other period of time as may be reasonable under the circumstances or agreed in writing), the dispute shall be finally settled in accordance with the ICC Rules of Arbitration by one or more arbitrators appointed under the said Rules. The seat, or legal place, of arbitration shall be (i) Houston, Texas USA.

#### 21. GENERAL CLAUSES

21.1 Except as otherwise expressly provided with regard to the members of each party's Group, none of the terms herein are intended to be enforced by third parties under the United Kingdom Contracts (Rights of Third Parties) Act (1999), where applicable. Buyer and Seller shall be entitled to modify, vary, amend and/or extinguish such rights without the consent of any third parties or member of either party's Group.

21.2 This Contract represents the entire agreement between the parties and no modification, amendment, rescission, waiver or other change shall be binding on either party unless agreed to in writing by their authorized representatives. Each party agrees that it has not relied on, or been induced by, any representations of the other party not contained in the Contract.

21.3 The invalidity in whole or in part of any part of this Contract shall not affect the validity of the remainder of the Contract. In

the event any provision of this Contract is held invalid or unenforceable, only the invalid or unenforceable part of the provision shall be severed, leaving intact and in full force and effect the remainder of the sentence, clause and provision to the extent not held invalid or unenforceable.

22. U.S. GOVERNMENT CONTRACTS

22.1 This Article 22 applies only if the Contract is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government. Buyer agrees that all Products, Parts and Services provided by Seller meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. To the extent the Buy American Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Contract, the country of origin of Products/Parts is unknown unless otherwise specifically stated by Seller in this Contract. Buyer agrees any Services offered by Seller are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 22 shall be the one in effect on the effective date of this Contract.

22.2 If Buyer is an agency of the U.S. government, then as permitted by FAR 12.302, Buyer agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Buyer further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price.

22.3 If Buyer is procuring the Products, Parts or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. government, then Buyer agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Contract Price. If the reasonableness of the price cannot be established through adequate price competition, or if cost or pricing data should be required for any other reason, or if a Product, Part or Service cannot be considered a "commercial item", Seller may terminate the Contract without penalty and be reimbursed for work done before the effective date of termination.

22.4 Seller reserves the right to reject any order from a Buyer listed on any denied party list.

COOPER MACHINERY SERVICES - TERMS & CONDITIONS FOR SALE OF PRODUCTS, PARTS & SERVICES

February 1, 2022 COOPER MACHINERY SERVICES®

Cooper Machinery Services is an equal opportunity employer and gives all qualified applicants consideration of employment without regard to race, color, religion, age, sex, sexual orientation, gender identity, genetic information, national origin, disability status, protected veteran status, or any other characteristic protected by federal, state, or local laws.

City of Falls City  
2307 Barada Street  
Falls City, NE 68355

P: (402) 245-2851  
F: (402) 245-2741  
fallscitynebraska.org

# REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



## CITY CLERK

All requests for the Agenda must be submitted by noon on the Thursday preceding the meeting in order to be added on the current agenda, any item received after this time would have to be of an emergency nature. Once a request is received, Administration will review it and determine whether or not it requires Board action or if it is an item that needs to be handled by staff.

Requested Board to Review (Select One):  City Council  Board of Public Works

Date: 10-25

Phone No: 402/245-7294

Name: Phil Bletscher

Email: \_\_\_\_\_

Address: 70626 657 Av FC

### Description of Topic & Desired Resolution:

Bidding of Rock Hauling

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Signature of Requester: 

For City Use only

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Action Taken: \_\_\_\_\_

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