
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. Public Works Report

CONSENT AGENDA

1. Minutes Approval for September 19th, 2024
2. Agenda Approval
3. Claims Approval for September 14th, 2024 through September 27th, 2024
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.

OLD BUSINESS

REGULAR BUSINESS

1. Discussion and Action – Approval of proposal from Cornelius Wrecking for the removal of Engines #1 and #2 and abandoned fuel tank at the Power Plant in exchange for salvage rights.
2. Discussion and Action – Approval of proposal from USDI for the design and construction services of the 2025 Contractor Project for the Gas Dept. in the amount of \$37,300.00.
3. Discussion and Action – Approval of lease agreement with NMC CAT for a CAT 930M wheel loader.
4. Discussion and Action – Approval of lease agreement with Ditch Witch for a HX50 vac trailer.

ADJOURNMENT

Trevor Campbell, Public Works Director

REGULAR MEETING OF THE FALLS CITY BOARD OF PUBLIC WORKS

September 19, 2024

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 19th day of September 2024 at 5:30 o'clock P.M. Present were: Board Members: Joy, Koopman, Rieger. Absent: Froeschl, 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 Rieger 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 5, 2024, regular meeting are hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the agenda for September 19, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the Claims for August 31, 2024, through September 13, 2024, are hereby approved. 4. *BE IT FURTHER RESOLVED BY* the Board of Public Works that the Consent Agenda for September 19, 2024, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Joy, Koopman, Rieger. "NAY" None. "ABSENT" Froeschl, Johansen. Motion carried.

CUSTOMER LATE PAYMENT RECONNECTION POLICY

A new policy defining disconnects and reconnects was discussed. No action was taken.

APPROVAL OF AGREEMENT TO HK SHOLZ FOR HIGH POT TESTING OF CONDUCTORS FROM PDC TO POWER PLANT IN AMOUNT OF \$20,200.00

A motion was made by Joy and seconded by Rieger to approve agreement to HK Scholz for high pot testing of conductors from PDC to power plant in amount of \$20,200.00. Roll was called on this motion and the members voted as follows: "YEA" Joy, Koopman, Rieger. "NAY" None. "ABSENT" Froeschl, Johansen. Motion carried.

MEETING ADJOURNED AT 7:57 PM

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 Vice Chairman and Board on September 19, 2024, 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

SECRETARY

CHAIRMAN



City of Falls City, NE

Expense Approval Report

By Fund

Payment Dates 9/14/2024 - 9/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 190 - Streets					
159 Lumber & Rentals	963	09/27/2024	5/8" Rebar	190-03-31-52429	1,464.00
UCI Testing	35547	09/27/2024	annual fees	190-03-31-52199	240.00
Kraft Tool Company	1083280	09/27/2024	dbl button clip 1-3/4" dia	190-03-31-52429	30.83
Excel Development Group	INV04564	09/17/2024	Wilderness Falls III Street Imp...	190-03-31-53250	236,111.35
Farm & City Supply	004497	09/27/2024	hex key set 050-3/16 fold	190-03-31-52429	9.59
Farm & City Supply	004497	09/27/2024	hex key set 050-3/16 fold	190-03-31-52429	9.59
Farm & City Supply	004497	09/27/2024	eng hammr 2.5lb hcky hnd	190-03-31-52429	16.99
Farm & City Supply	004497	09/27/2024	6pc combo wrench set	190-03-31-52429	17.49
Farm & City Supply	004497	09/27/2024	plier 10" vixe grip w/ cut	190-03-31-52429	19.99
Farm & City Supply	004497	09/27/2024	fiberglass tape	190-03-31-52429	23.99
Farm & City Supply	004497	09/27/2024	hammer rip200z nyl estwg	190-03-31-52429	34.99
Farm & City Supply	004497	09/27/2024	fastback util knf set 2p	190-03-31-52429	45.98
Farm & City Supply	004497	09/27/2024	regular tip cleaner	190-03-31-52429	5.59
Farm & City Supply	004497	09/27/2024	ace line level set 3" 2pc	190-03-31-52429	4.99
Mr Automotive	016099	09/27/2024	def 2.5 gal	190-03-31-52429	75.96
Mr Automotive	016099	09/27/2024	splash - 35	190-03-31-52429	27.93
Merz Ink	101262	09/27/2024	vinyl lettering	190-03-31-52014	405.00
Falls City Mercantile	228410	09/27/2024	hand soap	190-03-31-52429	195.31
Home Lumber Company	343674	09/27/2024	dripless caulking gun	190-03-31-52360	15.99
Home Lumber Company	343674	09/27/2024	stanley 30"fat max tape	190-03-31-52360	57.98
Home Lumber Company	343674	09/27/2024	3" flexible wall scraper	190-03-31-52360	8.78
Home Lumber Company	343674	09/27/2024	ramset yellow loads	190-03-31-52360	6.00
Home Lumber Company	343674	09/27/2024	rs-45 sand rapid square	190-03-31-52360	17.99
Home Lumber Company	343674	09/27/2024	dust mask	190-03-31-52360	24.50
Home Lumber Company	343674	09/27/2024	aluminum level	190-03-31-52360	32.99
Home Lumber Company	343674	09/27/2024	250' fl orange reel	190-03-31-52360	26.97
Home Lumber Company	343675	09/27/2024	2" reisser deck screw	190-03-31-52360	54.95
Home Lumber Company	343675	09/27/2024	the torch sawzall blade	190-03-31-52360	24.99
Home Lumber Company	343675	09/27/2024	3 1/8" deck screws	190-03-31-52360	54.95
Home Lumber Company	343675	09/27/2024	1 1/2" reisser deck screws/lbs	190-03-31-52360	54.95
Farm & City Supply	004542	09/27/2024	plier 10" pump smooth jaw	190-03-31-52429	23.99
Farm & City Supply	004542	09/27/2024	cm liner roll non slip	190-03-31-52429	32.99
Farm & City Supply	004542	09/27/2024	wrench pipe 18" ace red	190-03-31-52429	33.99
Farm & City Supply	004542	09/27/2024	wilde 6-1/2" slip joint plier	190-03-31-52429	13.99
Farm & City Supply	004542	09/27/2024	plier 8" diagonal klein	190-03-31-52429	31.99
ROSE EQUIPMENT CO.	17920	09/20/2024	MAX500 -PALLET ID 231723	190-03-31-53530	1,838.55
ROSE EQUIPMENT CO.	17920	09/20/2024	MAX500 - PALLET ID 231724	190-03-31-53530	1,867.45
ROSE EQUIPMENT CO.	17920	09/20/2024	MAX500 - PALLET ID 231725	190-03-31-53530	1,875.95
ROSE EQUIPMENT CO.	17920	09/20/2024	MAX500 -PALLET ID 231722	190-03-31-53530	1,975.40
American Equipment Co	51334	09/20/2024	bolt set BOS-BAX00096	190-03-31-52096	270.79
American Equipment Co	51334	09/20/2024	snow plow cutting edges (right..	190-03-31-52096	2,251.65
American Equipment Co	51334	09/20/2024	snow plow cuting edges (left) ...	190-03-31-52096	2,251.65
Fund 190 - Streets Total:					251,589.00
Fund: 600 - Electric					
Municipal Energy Agency of NE	306355	09/27/2024	August 2024	600-07-00-52303	93,666.57
159 Lumber & Rentals	876	09/27/2024	Fine Black Marker 48-22-3100	600-07-61-52093	3.18
159 Lumber & Rentals	876	09/27/2024	12" Sonotube Per Foot	600-07-61-52093	102.72
159 Lumber & Rentals	876	09/27/2024	24" Sonotube Per Foot	600-07-61-52093	172.80
Farm & City Supply	002549	09/27/2024	strike adjust 2-3/4 us3	600-07-61-52093	8.99
Farm & City Supply	002549	09/27/2024	entry tustin al sn	600-07-61-52093	54.99
Halbert, Dunn & Burns, LLC	152	09/27/2024	august 2024	600-07-00-52109	545.00
Farm & City Supply	003659	09/27/2024	alkaline d battery	600-07-61-52429	21.49
Amazon Capital Services	1LKM-J16Q-3QTL	09/27/2024	copy paper	600-07-61-52372	231.25

Expense Approval Report

Payment Dates: 9/14/2024 - 9/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	003726	09/27/2024	nipple black 1" xclose	600-07-62-52429	3.00
Farm & City Supply	003726	09/27/2024	bushing hex	600-07-62-52429	8.59
Farm & City Supply	003726	09/27/2024	ball valve brs fip	600-07-62-52429	30.09
UCI Testing	035547	09/27/2024	annual fees	600-07-00-52199	930.00
Farm & City Supply	003819	09/27/2024	grit flap disc	600-07-62-52420	21.26
Farm & City Supply	003819	09/27/2024	quick qt	600-07-62-52420	27.44
Farm & City Supply	003837	09/27/2024	supplies	600-07-62-52420	20.41
Farm & City Supply	003837	09/27/2024	cut off wheel	600-07-62-52420	12.55
Farm & City Supply	003937	09/27/2024	torch trigger ace	600-07-62-52420	29.01
Farm & City Supply	003944	09/27/2024	bulk liquid paint marker	600-07-62-52420	12.89
Farm & City Supply	003944	09/27/2024	k-1/2xl/4x7/8 grinding wheel	600-07-62-52420	17.83
Farm & City Supply	003944	09/27/2024	4"x1/2"x7/8"x.40 quick ct	600-07-62-52420	34.29
Farm & City Supply	003972	09/27/2024	strike adjust 2-3/4 us3	600-07-61-52093	9.67
Farm & City Supply	003972	09/27/2024	entry tustin al sn	600-07-61-52093	59.11
Farm & City Supply	003973	09/27/2024	credit	600-07-61-52093	-63.98
Farm & City Supply	004039	09/27/2024	flex seal loid gry 16oz	600-07-62-52429	21.49
Farm & City Supply	004039	09/27/2024	epoxy/weld cold 2oz	600-07-62-52429	10.31
Farm & City Supply	004039	09/27/2024	brush touch up	600-07-62-52429	5.14
Farm & City Supply	004039	09/27/2024	waterweld epoxy	600-07-62-52429	10.31
Farm & City Supply	004039	09/27/2024	supplies	600-07-62-52429	1.49
Amazon Capital Services	19lg-wpgr-xw7c	09/27/2024	calculator	600-07-61-52372	79.48
Amazon Capital Services	19lg-wpgr-xw7c	09/27/2024	binder	600-07-61-52372	19.46
Amazon Capital Services	19lg-wpgr-xw7c	09/27/2024	binder	600-07-61-52372	13.09
Amazon Capital Services	19lg-wpgr-xw7c	09/27/2024	binder	600-07-61-52372	13.08
Amazon Capital Services	19lg-wpgr-xw7c	09/27/2024	binder	600-07-61-52372	12.91
Farm & City Supply	004104	09/27/2024	scotts wizz spreader	600-07-62-52420	36.54
Southeast Nebraska Communi...	INV04676	09/27/2024	1	600-07-00-53300	500.00
Wesco Distribution	439908	09/12/2024	Arrestor, Surge 3 KVA ZHP003...	600-07-00-10500	90.30
Farmers Repair & Machine Sh...	70410	09/27/2024	1/4"x6" flat stock hot rolled gr...	600-07-62-52429	22.50
ATCO International	10634682	09/27/2024	brake-solv ii	600-07-62-52429	168.36
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect 70' bucket truck	600-07-61-52014	472.50
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect 45' bucket truck	600-07-61-52014	945.00
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect digger derricks	600-07-61-52014	945.00
Industrial Inspection & Analysis	INDI86591	09/12/2024	fuel surcharge	600-07-61-52014	127.32
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect hot line tools	600-07-61-52099	450.00
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect harnesses	600-07-61-52099	150.00
Industrial Inspection & Analysis	INDI86591	09/12/2024	inspect hoist at Power Plant	600-07-62-52099	220.50
Merz Ink	0101262	09/27/2024	vinyl	600-07-61-52014	101.25
Border States	929043758	09/16/2024	Milbank U5136-O-200S pedes...	600-07-61-52094	613.06
Farm & City Supply	004538	09/27/2024	ex cord	600-07-62-52429	26.86
SACRED HEART SCHOOL	05	09/18/2024	Trash Bags (School) (X220)	600-07-00-10500	600.00
Harmon's OK Tire	60041	09/27/2024	repairs	600-07-61-52015	15.00
Armbruster Motor Co	PCP-721017	09/24/2024	rear bumper	600-07-61-52015	1,301.03
Harmon's OK Tire	60069	09/27/2024	repairs	600-07-61-52015	25.00
Rycom Instruments, Inc	118293	09/20/2024	Magnastick 001-00385-00	600-07-61-52420	507.94
AMERITAS BILLING	INV04565	09/20/2024	457 After Tax %	600-07-00-21151	248.64
AMERITAS BILLING	INV04566	09/20/2024	457 Pre Tax Percentage	600-07-00-21151	1,256.82
CWA Dues	INV04569	09/20/2024	CWA Union Dues	600-07-00-21151	179.50
Medica Insurance	INV04571	09/20/2024	Group Health	600-07-00-21151	19,496.51
American National Bank	INV04572	09/20/2024	HSA	600-07-00-21151	666.68
Collection Services Center	INV04573	09/20/2024	Child Support	600-07-00-21151	595.38
IBEW Local Union #1536	INV04574	09/20/2024	IBEW Union Dues	600-07-00-21151	355.77
Dearborn Life Insurance Com...	INV04575	09/20/2024	Life Insurance	600-07-00-21151	204.79
Ameritas	INV04577	09/20/2024	Pension 457 Pre-Tax	600-07-00-21151	250.00
Ameritas	INV04578	09/20/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV04579	09/20/2024	Pension 457 Pre-Tax	600-07-00-21151	68.26
Ameritas	INV04580	09/20/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV04581	09/20/2024	Retirement 501a	600-07-00-21151	365.44
Ameritas	INV04582	09/20/2024	Retirement 501a	600-07-00-21151	290.88
Ameritas	INV04583	09/20/2024	Retirement 501a	600-07-00-21151	273.02

Expense Approval Report

Payment Dates: 9/14/2024 - 9/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ameritas	INV04584	09/20/2024	Retirement 501a	600-07-00-21151	454.72
Ameritas	INV04585	09/20/2024	Retirement 501a	600-07-00-21151	328.52
Ameritas	INV04586	09/20/2024	Retirement 501a	600-07-00-21151	369.32
Ameritas	INV04587	09/20/2024	Retirement 501a	600-07-00-21151	305.36
Ameritas	INV04588	09/20/2024	Retirement 501a	600-07-00-21151	396.52
Ameritas	INV04589	09/20/2024	Retirement 501a	600-07-00-21151	264.76
Ameritas	INV04590	09/20/2024	Retirement 501a	600-07-00-21151	262.46
Ameritas	INV04591	09/20/2024	Retirement 501a	600-07-00-21151	276.62
Ameritas	INV04592	09/20/2024	Retirement 501a	600-07-00-21151	264.78
Ameritas	INV04593	09/20/2024	Retirement 501a	600-07-00-21151	288.00
Ameritas	INV04594	09/20/2024	Retirement 501a	600-07-00-21151	284.84
Ameritas	INV04595	09/20/2024	Retirement 501a	600-07-00-21151	201.28
Ameritas	INV04596	09/20/2024	Retirement 501a	600-07-00-21151	306.96
Ameritas	INV04597	09/20/2024	Retirement 501a	600-07-00-21151	428.44
Ameritas	INV04598	09/20/2024	Retirement 501a	600-07-00-21151	250.92
Ameritas	INV04599	09/20/2024	Retirement 501a	600-07-00-21151	219.38
Ameritas	INV04600	09/20/2024	Retirement 501a	600-07-00-21151	224.74
Ameritas	INV04601	09/20/2024	Retirement 501a	600-07-00-21151	409.34
Ameritas	INV04602	09/20/2024	Retirement 501a	600-07-00-21151	188.06
Ameritas	INV04603	09/20/2024	Retirement 501a	600-07-00-21151	342.96
Ameritas	INV04604	09/20/2024	Retirement 501a	600-07-00-21151	310.80
Ameritas	INV04605	09/20/2024	Retirement 501a	600-07-00-21151	385.26
Ameritas	INV04606	09/20/2024	Retirement 501a	600-07-00-21151	418.34
American National Bank	INV04607	09/20/2024	HSA	600-07-00-21151	200.00
American National Bank	INV04608	09/20/2024	HSA	600-07-00-21151	71.00
American National Bank	INV04609	09/20/2024	HSA	600-07-00-21151	65.00
American National Bank	INV04610	09/20/2024	HSA	600-07-00-21151	160.00
American National Bank	INV04611	09/20/2024	HSA	600-07-00-21151	20.00
Department of the Treasury	INV04612	09/20/2024	Medicare Tax	600-07-00-21151	2,294.28
Department of the Treasury	INV04613	09/20/2024	Social Security Tax	600-07-00-21151	9,810.14
Nebraska Department of Reve...	INV04614	09/20/2024	State W/H Tax	600-07-00-21151	3,185.77
Department of the Treasury	INV04615	09/20/2024	Federal W/H	600-07-00-21151	6,507.06
Falls City Post Office	INV04689	09/25/2024	billing postage	600-07-62-52387	313.49
Fund 600 - Electric Total:					158,124.88

Fund: 610 - Water

Anthony Nussbaum	INV04687	09/27/2024	huxley iowa	610-07-65-51310	326.96
159 Lumber & Rentals	871	09/27/2024	8" wood shims	610-07-65-53550	23.98
USA Bluebook	inv00465291	09/27/2024	40" PVDF Pump Stem	610-07-65-52420	345.62
John Deere Financial	622222	09/27/2024	wire	610-07-65-52014	26.91
John Deere Financial	622222	09/27/2024	wire	610-07-65-52014	26.89
John Deere Financial	622222	09/27/2024	spark plugs	610-07-65-52014	16.53
John Deere Financial	622222	09/27/2024	wire	610-07-65-52014	26.91
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	1" ball valve I-I LFFBV-3C (W9...	610-07-65-10500	19.08
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	3/4" FL ball curb stop B22-33...	610-07-65-10500	212.85
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	3/4" C-I ball curb stop Ford B...	610-07-65-10500	195.65
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	3/4" FIPT ball curb stop Ford ...	610-07-65-10500	168.24
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	#12 solid CU tracer wire BLUE ...	610-07-65-10500	139.75
Municipal Supply, Inc of Oma...	0918966-IN	09/18/2024	3/4"PI ball curb stop Ford B44...	610-07-65-10500	105.35
Hach Chemical Co	14169845	09/12/2024	arsenic free fluoride rgt	610-07-65-52429	203.07
QUALITY FENCE LLC	184727	09/27/2024	Move fence and add gate at w...	610-07-65-53900	15,264.00
Halbert, Dunn & Burns, LLC	152	09/27/2024	august 2024	610-07-65-52109	1,255.00
Amazon Capital Services	1LKM-J16Q-3QTL	09/27/2024	copy paper	610-07-65-52372	231.25
Scheitel Feed & Seed	03354	09/27/2024	fescue	610-07-65-52429	95.00
Edwards Chemicals	in164983	09/27/2024	chlorine	610-07-65-52300	649.40
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	161.10
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	59.17
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	56.23
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	50.95
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	35.33
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	31.22

Expense Approval Report

Payment Dates: 9/14/2024 - 9/27/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Hach Chemical Co	14179936	09/27/2024	HACH testing supplies	610-07-65-52429	402.75
Amazon Capital Services	1qtj-7kk4-4vhh	09/27/2024	Night Owl Camera System	610-07-65-52420	605.99
McMaster-Carr	33028118	09/27/2024	connector	610-07-65-52429	29.31
McMaster-Carr	33028118	09/27/2024	connector	610-07-65-52429	44.17
Harmon's OK Tire	59847	09/27/2024	tire	610-07-65-52015	26.88
Harmon's OK Tire	59847	09/27/2024	service	610-07-65-52015	20.00
Falls City Auto Supply	71823	09/27/2024	lucas	610-07-65-52429	9.21
Mississippi Lime Co	1746141	09/27/2024	Lime for Water Plant	610-07-65-52300	9,527.75
Merz Ink	0101262	09/27/2024	vinyl	610-07-65-52014	101.25
Jack Horner's Machinery	35991	09/13/2024	Wacker Neuson PS2 800 pump	610-07-65-52420	606.00
Farm & City Supply	004632	09/27/2024	shelf board wht 10x36	610-07-65-52429	12.89
Farm & City Supply	004632	09/27/2024	battery lithium	610-07-65-52429	19.34
Farm & City Supply	004632	09/27/2024	ace bag 33gal 60pk flap	610-07-65-52429	16.11
Farm & City Supply	004632	09/27/2024	shelf bracket	610-07-65-52429	16.09
Farm & City Supply	004632	09/27/2024	tapcube hd grnd org bulk	610-07-65-52429	8.16
Falls City Auto Supply	71965	09/27/2024	powerated fhp me	610-07-65-52094	27.40
Falls City Auto Supply	71965	09/27/2024	lucas oil	610-07-65-52094	27.64
Bobcat of Omaha	CM13265	09/18/2024	Bracket for Hydraulic Breaker ...	610-07-65-52096	1,000.00
Rycom Instruments, Inc	118293	09/20/2024	Magnastick 001-00385-00	610-07-65-52420	507.94
Falls City Post Office	INV04689	09/25/2024	billing postage	610-07-65-52387	313.49
Fund 610 - Water Total:					33,048.81
Fund: 620 - Gas					
Halbert, Dunn & Burns, LLC	152	09/27/2024	august 2024	620-07-63-52109	405.00
Amazon Capital Services	1LKM-J16Q-3QTL	09/27/2024	copy paper	620-07-63-52372	231.25
UCI Testing	035547	09/27/2024	annual fees	620-07-63-52199	360.00
PEFA, INC	3549	09/27/2024	august 2024	620-07-63-52303	14,933.07
Seiler Instrument & Manufact...	inv36938	09/13/2024	catalyst on demand hours - C...	620-07-63-52195	405.00
Agco Plus	p02767	09/27/2024	freight	620-07-63-52387	16.51
Rieschick Drilling Co. Inc.	9048	09/25/2024	regular bore 9/6/24	620-07-63-52094	700.00
Merz Ink	0101262	09/27/2024	vinyl	620-07-63-52014	101.25
Amazon Capital Services	11w3-cyw4-jkdv	09/27/2024	tie down straps	620-07-63-52420	26.98
Home Lumber Company	343738	09/27/2024	umix concrete	620-07-63-52094	29.51
Debra Killingsworth & Keith T...	INV04688	09/27/2024	billing credit - gas	620-07-63-60000	4,574.47
Farm & City Supply	005127	09/20/2024	82 x 16+6 yellow gravity tilt tra..	620-07-63-53250	11,980.00
Falls City Post Office	INV04689	09/25/2024	billing postage	620-07-63-52387	313.50
Fund 620 - Gas Total:					34,076.54
Fund: 630 - Wastewater					
Municipal Supply, Inc of Oma...	0916482-in	09/27/2024	1002-88, 8" VCP X PVC fernco	630-07-64-52093	232.20
Municipal Supply, Inc of Oma...	0916482-in	09/27/2024	4" flex saddle tee w/ bands	630-07-64-52094	253.70
Municipal Supply, Inc of Oma...	0916482-in	09/27/2024	4" PVC Sch. 40 Caps	630-07-64-52094	77.51
Municipal Supply, Inc of Oma...	0916482-in	09/27/2024	QC-105 Fernco Cap	630-07-64-52094	4.13
Municipal Supply, Inc of Oma...	0916482-in	09/27/2024	1002-44 4" VCP X PVC	630-07-64-52094	61.38
Halbert, Dunn & Burns, LLC	152	09/27/2024	august 2024	630-07-64-52109	405.00
Amazon Capital Services	1LKM-J16Q-3QTL	09/27/2024	copy paper	630-07-64-52372	231.25
Brown County Transfer	148276	09/27/2024	waste	630-07-64-52085	310.27
Farm & City Supply	004141	09/27/2024	Inflator cordls 150psi	630-07-64-52420	179.00
TG TECHNICAL SERVICES	06413	09/27/2024	bw power adaptor na version ...	630-07-64-52420	46.31
Merz Ink	0101262	09/27/2024	vinyl	630-07-64-52014	101.25
Amazon Capital Services	134V-1WHG-FN97	09/20/2024	nitrile gloves XXL	630-07-64-52429	121.99
Amazon Capital Services	134V-1WHG-FN97	09/20/2024	nitrile gloves XL	630-07-64-52429	121.99
Amazon Capital Services	1739-W73Q-JHWP	09/20/2024	electronic counter LC4H-R4-A...	630-07-64-52094	231.20
Falls City Post Office	INV04689	09/25/2024	billing postage	630-07-64-52387	313.50
Fund 630 - Wastewater Total:					2,690.68
Grand Total:					479,529.91

Report Summary

Fund Summary

Fund	Payment Amount
190 - Streets	251,589.00
600 - Electric	158,124.88
610 - Water	33,048.81
620 - Gas	34,076.54
630 - Wastewater	2,690.68
Grand Total:	479,529.91

Account Summary

Account Number	Account Name	Payment Amount
190-03-31-52014	Vehicle/Equipment Main...	405.00
190-03-31-52096	Operational Equipment ...	4,774.09
190-03-31-52199	Other Contractual Servic...	240.00
190-03-31-52360	Lumber	381.04
190-03-31-52429	Supplies & Materials	2,120.17
190-03-31-53250	Other Capital Equipment	236,111.35
190-03-31-53530	Street-Preservation	7,557.35
600-07-00-10500	Inventory-Electric Gener...	690.30
600-07-00-21151	Payroll Deductions Payab..	54,347.32
600-07-00-52109	Legal Expense	545.00
600-07-00-52199	Other Contractual Servic...	930.00
600-07-00-52303	Commodity Purchase for...	93,666.57
600-07-00-53300	Easement/ROW	500.00
600-07-61-52014	Vehicle/Equipment Main...	2,591.07
600-07-61-52015	Vehicle/Equipment Repa...	1,341.03
600-07-61-52093	Building/Grounds Maint...	347.48
600-07-61-52094	Infrastructure Maintena...	613.06
600-07-61-52099	Other Maintenance & R...	600.00
600-07-61-52372	Office Supplies	369.27
600-07-61-52420	Small Equipment	507.94
600-07-61-52429	Supplies & Materials	21.49
600-07-62-52099	Other Maintenance & R...	220.50
600-07-62-52387	Postage/Shipping	313.49
600-07-62-52420	Small Equipment	212.22
600-07-62-52429	Supplies & Materials	308.14
610-07-65-10500	Inventory-Water	840.92
610-07-65-51310	Training, Meetings & Co...	326.96
610-07-65-52014	Vehicle/Equipment Main...	198.49
610-07-65-52015	Vehicle/Equipment Repa...	46.88
610-07-65-52094	Infrastructure Maintena...	55.04
610-07-65-52096	Operational Equipment ...	1,000.00
610-07-65-52109	Legal Expense	1,255.00
610-07-65-52300	Chemicals	10,177.15
610-07-65-52372	Office Supplies	231.25
610-07-65-52387	Postage/Shipping	313.49
610-07-65-52420	Small Equipment	2,065.55
610-07-65-52429	Supplies & Materials	1,250.10
610-07-65-53550	Utility Systems & Structu...	23.98
610-07-65-53900	Other Capital Outlay	15,264.00
620-07-63-52014	Vehicle/Equipment Main...	101.25
620-07-63-52094	Infrastructure Maintena...	729.51
620-07-63-52109	Legal Expense	405.00
620-07-63-52195	Technology Expense	405.00
620-07-63-52199	Other Contractual Servic...	360.00
620-07-63-52303	Commodity Purchase for...	14,933.07
620-07-63-52372	Office Supplies	231.25
620-07-63-52387	Postage/Shipping	330.01
620-07-63-52420	Small Equipment	26.98

Account Summary

Account Number	Account Name	Payment Amount
620-07-63-53250	Other Capital Equipment	11,980.00
620-07-63-60000	Transfers Out	4,574.47
630-07-64-52014	Vehicle/Equipment Main...	101.25
630-07-64-52085	Refuse/Recycling	310.27
630-07-64-52093	Building/Grounds Maint...	232.20
630-07-64-52094	Infrastructure Maintena...	627.92
630-07-64-52109	Legal Expense	405.00
630-07-64-52372	Office Supplies	231.25
630-07-64-52387	Postage/Shipping	313.50
630-07-64-52420	Small Equipment	225.31
630-07-64-52429	Supplies & Materials	243.98
	Grand Total:	479,529.91

Project Account Summary

Project Account Key	Payment Amount
None	464,241.93
24100053900	15,264.00
24101253550	23.98
	Grand Total:
	479,529.91



723 S 8th Street Saint Joseph, Missouri 64501
(816) 557-1150
corneliuswrecking.com

September 12th, 2024

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

Dear Trevor Campbell,

This letter serves as a bid proposal for the City of Falls City Public Works Department for the following scope of work:

- Remove two diesel-powered generator engines from the power plant.
- Remove the decommissioned fuel tank

Cornelius Wrecking reserves all salvage rights on items removed.

Total bid price: \$0.00

Scope of work to be completed within 30 days of signed contract and notice to proceed.

Cornelius Wrecking has over 35 years of combined demolition and construction experience, including decommissioning and removal of large generators, engines, and fuel tanks. We are fully licensed, insured, and bonded.

Additional information and references can be provided upon request.

Respectfully,

A handwritten signature in black ink, appearing to read "Shawn Polachek", is written over a horizontal line.

Shawn Polachek
Partner
816-261-3522
shawn@corneliuswrecking.com



Utility Safety & Design, Inc.
210 N Elson St. Suite C
Kirksville, MO 63501
(660) 474-0779
www.usdi.us

LETTER OF PROPOSAL

September 6, 2024

Mr. Ray Luhring, Utility Superintendent
Falls City Utilities
Falls City, NE
r.luhring@fallscityne.us

RE: RFP for Design Services for 2025 Contractor Project

Dear Ray,

Utility Safety and Design, Inc. (USDI) is very pleased to submit this Letter of Proposal in response to your Request for Proposal (RFP) for Design Services for the 2025 Contractor Project in Falls City, Nebraska. USDI has prepared the enclosed proposal for engineering design, plan development, bidding phase services and construction phase services for approximately an 7 block by 3 block area.

If you have any questions, need any additional information, or are ready to enter into an agreement with USDI for these services, please let me know at your convenience.

Respectfully Submitted,

Anthony W. Everette, P.E.
Senior Vice-President
USDI

Attach: As noted
Cc: Marc Ramsey

UNIONVILLE, MO
28847 US HWY 136
Unionville, MO 63565
(660) 947-3316

SHELBYVILLE, KY
1018 Mt. Vernon Dr.
Shelbyville, KY 40065
(502) 513-5127

OLNEY, IL
1927 Miller Drive
Olney, IL 62450
(618) 392-5502

WICHITA, KS
9540 W. Harry St.
Wichita, KS 67209
(316) 239-7313

BELLEVILLE, IL
9 Executive Woods Ct.
Belleville, IL 62226
(618) 277-1520

PRINCETON, MN
31481 125 1/2 ST NW
Princeton, MN 55371
(660) 474-0789

PITTSBORO, IN
7421 N. Co Rd. 225 E.
Pittsboro, IN 46167
(317) 417-3374

1.0 Qualification of Firm- USDI

Since 1969, USDI has provided comprehensive engineering and consulting support to the natural gas industry throughout the Midwest and surrounding states. USDI delivers a range of individual engineering services, as well as complete management and operation of gas utilities, pipelines and master meter systems. USDI has served more than 350 municipal gas systems, local distribution companies, transmission pipeline operators, landfill gas operators, industrial direct sales, master meter systems, and universities. Many of our clients utilize our services to supplement their in-house expertise. USDI is comprised of approximately fifty-five (65) professional and technical staff, including seven (7) professional engineers with more than 100 years of combined experience and numerous technical staff, several with over 25 years of experience in the natural gas industry. This additional staff includes API certified welders, corrosion specialists, odorization specialists, regulator & relief valve specialists, leak survey technicians and drafting technicians.

1.1 Qualifications and Experience of Team

a) Principals

Darin Houchin, P.E. – Chief Executive Officer, USDI
C. Lindsay Enloe, P.E. – President, USDI
Anthony Everette, P.E. – Senior Vice-President, USDI

b) Project Manager

Chase Barnes, P.E.

c) Engineering and Technical Staff

Mitchell Wiggins, EIT
Daniel Deimel, EIT
Jaedyn Milner, EIT
Steve Byrn

USDI personnel are operator qualified on any covered tasks that may be required as part of this project and have performed these activities on numerous gas pipeline facilities. Below is a sample of the experience of USDI personnel that may participate within the scope of this project.

Mr. Darin Houchin, CEO, has over 30 years of experience in the natural gas industry, serves as the General Manager and Chief Engineer of Illinois Gas Company. On a daily basis, Mr. Houchin directs and supervises the employees of USDI and provides engineering support to numerous natural gas operators; including master meters, universities, transmission companies, municipalities, and local distribution companies. Mr. Houchin will assist as needed with the management and engineering activities required within the scope of this project.

Mr. Lindsay Enloe, President of USDI, has over 35 years of experience in the natural gas industry, is a NACE Certified Senior Corrosion Technologist, and routinely provides engineering support to

more than 100 natural gas operators in the Midwest. Mr. Enloe will assist as needed with the management, operation, and engineering activities required within the scope of this project.

Anthony Everette, Senior VP of Engineering and Design Services, has over 15 years of experience in the natural gas industry. Mr. Everette manages the daily operations of USDI's Kirksville, MO office and Princeton, MN office, directs and supervises the employees of USDI, and provides engineering support to numerous natural gas operators; including master meters, universities, transmission companies, municipalities, and local distribution companies. Mr. Everette currently manages the operation of four gas transmission pipelines and one master meter system in Nebraska. In recent years Mr. Everette has successfully completed three projects in Nebraska with similar scope of services. As a result of these projects and the ongoing operation of gas systems in Nebraska, Mr. Everette has a strong relationship with the State Fire Marshal. Mr. Everette will assist as needed with the management, operation, and engineering activities required within the scope of this project.

Chase Barnes, P.E., will serve as Project Manager and will perform activities required within the scope of this project. Mr. Barnes has 5 years of experience in the natural gas industry, manages projects as part of the design team, provides engineering support to numerous natural gas operators, including master meters, universities, transmission companies, municipalities, and distribution companies.

Mitchell Wiggins, Daniel Deimel, and Jaedyn Milner or others may serve as Engineering/Technical Staff on this project and perform activities required within the scope of this project. Mr. Wiggins, Mr. Deimel, and Mr. Milner are Operator Qualified engineers and are experienced in inspection, engineering, and the natural gas industry; as well as performing cathodic protection surveys, leak surveys, odorization testing, pipeline patrols, inspections of mains and services, manual/plan development and review, public awareness liaison, line locating, computer aided drafting design (CADD), GPS, operator inspections and audits, and other services to natural gas utilities, pipelines, and master meter operators.

Steve Byrn may serve as Technical Staff on this project and perform activities required within the scope of this project. Mr. Byrn is experienced in computer aided drafting design (CADD).

2.0 Project Understanding

USDI understands that the Falls City Utility Department would like to replace an approximately 7 block by 3 block area. The replacement pipe will be polyethylene (PE).

3.0 Project Approach

Upon award of the project, USDI will organize a project kick-off meeting with the appropriate stakeholders. The purpose of this meeting will be to collect relevant data needed to reach the project goal. The data to be gathered will include but is not limited to:

- Existing gas usages/flows
- Existing gas system maps
- Proposed future usages/flows
- Existing water, sewer and other utility maps
- Existing aerial photos, if available
- Falls City Gas Operations & Maintenance Manual (O&M)

During the design phase, USDI's professional engineers will update the existing Falls City gas network model with the most recent gas loads. USDI will then analyze the model results to determine the effects, if any, on this proposed project. All engineering, plans, and specifications will be in accordance with 49 CFR Part 192; Title 155, Chapter 1, Nebraska Administrative Code and the Falls City Gas Utility O&M.

USDI will design and prepare drawings for regulator stations and tie-ins, as needed. USDI also recognizes the importance of keeping the existing gas main in operation during construction and will design the project so that construction will not interfere with the operation of the existing gas system.

USDI recommends that Falls City consider having a utility & structure survey done of the pipeline alignment. This survey would gather all of the existing utilities, trees, etc. and be used for the design and as the background of the detailed plans. It has been our experience that construction plans that have this additional information typically result in lower bids. On a project of this size, the cost for the survey could more than easily be covered by the lower bid prices. If not, USDI will use any available aerial photos and/or existing maps that are available. A survey is not included in this proposal.

Attachment A - Scope of Services

A.1 Design & Plan Preparation Services

1. Organize & hold project kick-off meeting
2. Conduct virtual & telephonic coordination meetings with appropriate stakeholders
3. Update gas network model
4. Design & specification of regulator station(s), as needed
5. Tie-in detail(s), as needed
6. Creation of probable construction cost estimate
7. Design of bore profile(s), if needed
8. Design & detailing of casing(s), if required
9. Development of detailed plans and specifications sealed by Nebraska Professional Engineer for bidding

A.2 Bid Phase Services

1. Bid advertisements
2. Conduct pre-bid meeting
3. Answering RFI's
4. Review bids, create bid tabulation, and recommend bidder
5. Review of contractor submittals & assistance with contractor agreement

A.3 Construction Phase Services

1. Conduct pre-construction meeting
2. Engineering construction administration
3. Change orders & RFI's
4. Site visits, as requested/needed

Attachment B – Cost of Services & Fee Breakdown

The following fees include all labor and expenses.

B.1 Design & Plan Preparation Services

\$25,600.00 Lump Sum

B.2 Bid Phase Services

\$5,300.00 Lump Sum

B.3 Construction Phase Services

Construction Administration: \$6,400.00 (Estimated)

Actual cost will be based on T&M plus expenses. Hourly rate of \$160.00 per hour.

Client: City of Falls City

Accepted By: _____

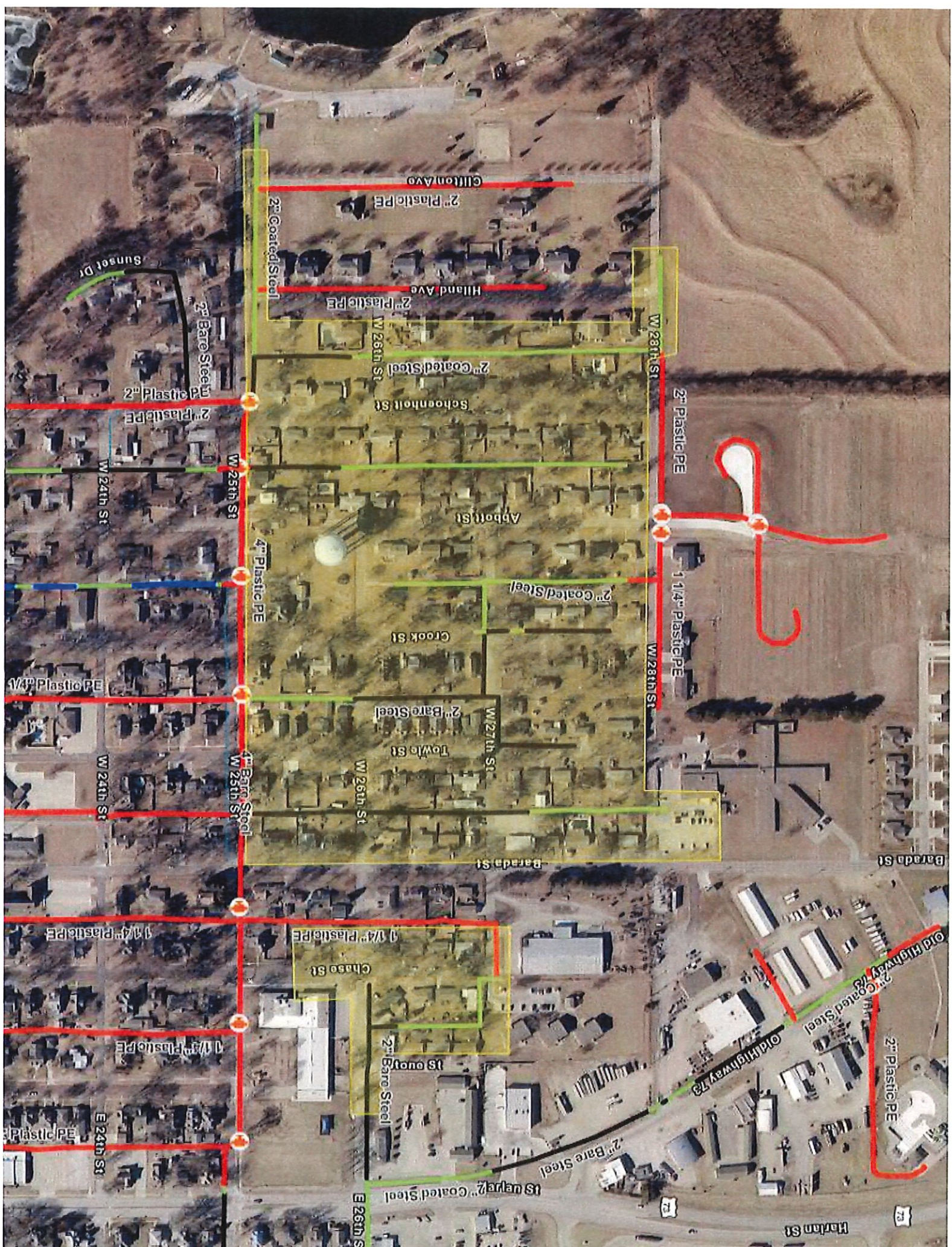
Title: _____

Signature: _____

Attachment C – Proposed Schedule

Following is a preliminary schedule. A final and detailed schedule will be determined upon award of contract.

September 2024:	Award engineering contract & hold kick-off meeting.
September - November, 2024:	Design phase
December 2024:	Falls City approval of final plans for bidding
January 2025:	Advertise for bids and hold pre-bid meeting
February 2025:	Open bids
February, 2025:	Award construction contract
March 1, 2025:	Issue notice to proceed
June, 2025:	Project complete



Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: CITY OF FALLS CITY

Address _____

City _____

State _____

Good if:

Acknowledged by _____ Nov-1-2024

Funded by _____ Nov-1-2024

DEALER

NEBRASKA MACHINERY COMPANY E330

Sales person _____ Boyll E330, Travis

Dealer contact _____ Kim December E330

Telephone _____

Quote number _____ 4745342

Fax Number _____

Quote Date _____ 02-Oct-24

Quote Time _____ 11:40:01 AM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type _____ Governmental Lease

Quoted By _____ Kim Otto

Number of Payments _____ 5 Annual

Report Created By _____ DJ Needs

Payments _____ in Arrears

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	930-14	500	1	244,000.00	244,250.00	See Amort. Schedule	77,840.00	5.4900%

Special Conditions:
930-14

Serial Number - , Model Year - 2024, Standard Environment;
Major Attachments-Air Conditioning, Cab, Ride Control, Tires; Blades/Buckets/Rippers-Quick Coupler, General Purpose Bucket;
Manual Configuration and Work Tools:

Payment Structure – Asset
5 Annual payment(s) 43,232.03
1 Stub payment(s) 77,840.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	930-14	3,221.38	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

Date _____



SALES AGREEMENT

401 Northwest 56th Street
Lincoln, NE 68528
(888) 833-1455

AGREEMENT DATE 10/02/2024
VALID UNTIL 11/02/2024
AGREEMENT ID QTO094307-5

Quoted To:

City Of Falls City
2307 Barada St
Falls City, NE 68355-1546
USA

Ship To:

City Of Falls City
2307 Barada St
Falls City, NE 68355-1546
USA

Invoice Account	Order Account	Customer PO	Delivery Method	Page
2027910	2027910			1 of 3
Salesperson	Phone Number	Email Address		
Travis J Boyll	4024293450	travisboyll@nmccat.com		

Item Information

Machine Model: 930 Make: Caterpillar
Machine Model: 3452427_SWL Make: Caterpillar

CONTINUED



SALES AGREEMENT

2 of 3

401 Northwest 56th Street
Lincoln, NE 68528
(888) 833-1455

AGREEMENT DATE 10/02/2024
VALID UNTIL 11/02/2024
AGREEMENT ID QTO094307-5

Model: 930

Machine Specification

Description

930 14A SWL AGRICULTURE
LANE 3 ORDER
PREP PACK, UNITED STATES
CONVERSION, AG HANDLER
ENVIRONMENT, MEDIUM DEBRIS
WEATHER, COLD START 120V
ENGINE
STANDARD LIFT, COUPLER READY
DIFFERENTIAL, OPEN REAR
HYDRAULICS, 3V
LINES, AUX 3RD, STD LIFT
JUMPER LINES, AUX 3RD, FUSION
HYDRAULICS, STANDARD
LIGHTS, AUX, LED, PREMIUM
LIGHTS, ROADING, LED, RH
CAB, STANDARD
AIR CONDITIONING, R134A REF
PUSH START, PASSCODE SECURITY
SEAT, DELUXE, TILT AND TELE
CAMERA, REAR VIEW
MIRROR, BASE
STANDARD RADIO (12V), DUAL USB
STEERING WHEEL, STANDARD
JOYSTICK 3V, STEERING WHEEL
WINDSHIELD ACCESS STEPS
PRODUCT LINK, CELLULAR PLE643
FILM GP, WARNING, PL, ANSI
TIRES, 20.5R25 TI MXL * L3
FENDERS, STANDARD
CTWT, HEAVY, 2668LBS, 5PCS
TOOLBOX AUX
HYDRAULIC OIL, STANDARD
SERIALIZED TECHNICAL MEDIA KIT
RIDE CONTROL
BEACON, WARNING, STROBE, AMBER
QUICK COUPLER, FUSION, HIGH VIS
SHIPPING/STORAGE PROTECTION
CERTIFICATE OF ORIGIN, ENGLISH
PACK, DOMESTIC TRUCK

Model: 3452427_SWL

Machine Specification

Description

BUCKET-GP, 3.5 YD3, FUS, BOCE

Sell Price of 930	244,000.00
Extended Warranty	Included
Document Fee	0.00
Net Balance Due	244,000.00
Sales Tax	0.00
After Tax Balance	244,000.00

CONTINUED



SALES AGREEMENT

401 Northwest 56th Street
Lincoln, NE 68528
(888) 833-1455

AGREEMENT DATE 10/02/2024
VALID UNTIL 11/02/2024
AGREEMENT ID QTO094307-5

Warranty

Extended Warranty: 5yr/3000hr pwt+hyd

Notes

2024 Sourcewell Contract#032119-CAT

Optional:

930 SNOW PUSH, 14' , FUS, R.TRIP \$10,835

930 SNOW PUSH, 12' , FUS, R.TRIP \$10,200

289D3 SNOW PUSH, 10' , SSL, STEEL \$4,660

CVA

3 Year/ 3000 Hour Basic CVA

Additional Terms:

This Agreement is subject exclusively to the Sales and Service Terms for Caterpillar Products located at <https://nmccat.com/legal-terms/> which are incorporated by reference herein. NMC specifically rejects any terms and conditions contained in documents provided by Buyer (including, without limitation any purchase order) even if signed by NMC. Such documents shall be solely for internal administration by Buyer and have no legal effect upon NMC. ALL SALES ARE FINAL. All orders are subject to credit approval and review by NMC's Sales Management.

Buyer's signature below signifies Buyer's agreement to these terms and constitutes Buyer's acknowledgment of the legally binding effect of this Agreement.

Nebraska Machinery Company

Customer Name: City Of Falls City

By: _____

Date: _____

By: _____

Date: _____

EXHIBIT 2
Concluding Payment Schedule to
Government Agreement

Quote Number.....4745342

Dated _____, 20__

between
Caterpillar Financial Services Corporation
 and
CITY OF FALLS CITY

Description of Unit: 930-14 Wheel Loader:

Date Due	Number of Payments Made	Beginning Balance	Payment Amount	Balloon	Interest	Interest Rate	Concluding Payment (*)
Aug-28-25	1	244,250.00	43,232.03	0.00	13,409.32	5.49	214,427.29
total			43,232.03	0.00	13,409.32		
Aug-28-26	2	214,427.29	43,232.03	0.00	11,772.06	5.49	182,967.32
total			43,232.03	0.00	11,772.06		
Aug-28-27	3	182,967.32	43,232.03	0.00	10,044.90	5.49	149,780.19
total			43,232.03	0.00	10,044.90		
Aug-28-28	4	149,780.19	43,232.03	0.00	8,222.93	5.49	114,771.09
total			43,232.03	77,840.00	8,222.93		
Aug-28-29	5	114,771.09	43,232.03	77,840.00	6,300.93	5.49	(0.01)
total			43,232.03	77,840.00	6,300.93		
total			216,160.15	77,840.00	49,750.14		

(*)Does not include any rent payment or other amount then due.

Initialed: _____
 (Lessee)

Date: September 23, 2024.

CITY OF FALLS CITY

2307 BARADA ST

FALLS CITY, NE 68355

Municipal Lease Purchase Agreement No. 379-0039155-002

Dear Customer:

We at DITCH WITCH FINANCIAL SERVICES, A PROGRAM OF BMO BANK N.A. are pleased to provide financing to grow your business. Enclosed are your contract documents written in plain English for your review. Please provide the authorized signature(s) and requested information for your company and any guarantors, as applicable on the following documents:

Opinion of Counsel: Please send to your attorney for review and signature. The executed document should be returned to us with the executed lease documents.

Municipal Lease Purchase Agreement

Essential Use Letter

Resolution of Governing Body

Commercial Master Rental Agreement

Tax Exempt Certificate: Please include a copy of your tax exempt certificate. If an exemption certificate is not provided, we will add sales tax to the payment.

Insurance: Please provide your insurance agent's name, address and telephone number, then sign the form. We will forward this to your insurance agent.

Accounts Payable Information:

A/P Contact (Required)

A/P Phone Number (Required)

Email (Recommended to receive
expedited account updates, including
commencement and due dates.)

Fax Number

Please provide your **Billing Address** below if different than that of the address on your Agreement. We will send your invoice to this address.

Street Address/Post Office Box

City, State, Zip Code

Advance Payments: Please include a check for the total amount due to cover the payment due in advance. Please be advised that we will only accept your company check for advance payments. No third party checks will be accepted. If you have already paid this amount to the vendor, please provide us with a photocopy of your check or a copy of a voided blank check. The breakdown of advance monies due is as follows:

ADVANCE PAYMENT	\$27,704.71
TOTAL DUE:	\$27,704.71

PLEASE RETURN ALL PAGES OF YOUR COMPLETED CONTRACT DOCUMENTS (INCLUDING A COPY OF YOUR CHECK, IF APPLICABLE, AND THOSE NOT REQUIRING SIGNATURE) VIA EMAIL OR FAX TO THE UNDERSIGNED TODAY SO WE CAN EXPEDITE YOUR ORDER.

We would like to thank you for doing business with us. Please call us at 800-841-4433 if you have any questions regarding your agreement or if you have any additional financing needs in the future. We look forward to helping you finance the growth of your business.

Very truly yours,

Jenny Jaksic

Lessor: DITCH WITCH FINANCIAL SERVICES, A PROGRAM OF BMO BANK N.A.

Email: jenny.jaksic@fianncial-svcs.com

Enclosures

IMPORTANT INFORMATION REGARDING OBTAINING AN EXTENSION OF CREDIT:

To help the Federal government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person/entity who obtains an extension of credit from the institution. When you obtain an extension of credit, we will ask for your name; street address; taxpayer identification number or alien identification number as applicable; date of birth (individual applicants and sole proprietors only); and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



MUNICIPAL LEASE PURCHASE AGREEMENT NO. 379-0039155-002

LESSEE: CITY OF FALLS CITY
2307 BARADA ST
FALLS CITY, NE 68355

SUPPLIER: DITCH WITCH OF WEST TEXAS INC.
8418 CANYON DRIVE
AMARILLO, TX 7919

PHONE: 207-985-3385

PHONE: 806- 353-6683

EQUIPMENT: See Exhibit A attached hereto
EQUIPMENT LEASE TERMS:

Commencement Date of Lease:	(To be filled in by us per Section 1 below)
Lease Term (number of months):	60, plus any extension and renewal periods
Number of Rentals Paid in advance:	1 (First and Last 0)
End of Term:	Purchase Option: \$1.00
Annual Rental Amount:	\$27,704.71 plus applicable taxes

TERMS AND CONDITIONS

This Municipal Lease Purchase Agreement (the "Agreement") has been written in plain English. The words "you" and "your" herein refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, Ditch Witch Financial Services, a program of Bank of the West.

1. Term and Rent. We agree to lease to you and you agree to lease from us the personal property listed in any attached exhibit, plus any replacements, additions and accessories attached to the property (the "Equipment") for the full number of consecutive payment periods stated above (the "Initial Lease Term"), plus any extension and renewal periods. You agree to pay to us the Rental Amount ("Rental") for the full Initial Lease Term, plus any extension and renewal periods. This Equipment and the supplier referenced above have been selected by you and if you have entered into any purchase or supply contracts for the Equipment, you assign to us your rights under such supply contracts. By executing this Agreement, you request us to order the Equipment, arrange for its delivery to you and pay for the Equipment upon your acceptance of it. This Agreement will begin on the date when the Equipment is accepted by you and the Equipment will be deemed irrevocably accepted by you upon the earlier of: a) the delivery to us of a signed Acceptance Certificate (if requested by us); or b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. Any payments shown above as required in advance shall be due before we fund this transaction. Subsequent payments shall become due on a consecutive payment period basis thereafter starting on the 1st day of each month after funding this transaction if funded on the 1st through the 14th day of the month or starting on the 15th day of each month if funded on the 15th through the 24th day of the month or starting on the 1st of the following month if funded on the 25th through the last day of each month.

2. Disclaimer of Warranties. We are leasing the Equipment to you "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE MERCHANTABILITY AND PERFORMANCE OF THE EQUIPMENT OR THE EQUIPMENT'S FITNESS FOR A PARTICULAR PURPOSE OR ITS COMPLIANCE WITH APPLICABLE LAW. WE MAKE NO WARRANTY OF TITLE TO ANY PORTION OF THE EQUIPMENT WHICH CONSISTS OF SOFTWARE, SOFTWARE LICENSES AND/OR THE RIGHT TO USE ANY SOFTWARE. You acknowledge that we do not manufacture, deliver or install the Equipment, we do not represent the supplier(s) of the Equipment and you have selected the Equipment and the supplier(s) based on your own judgment. You agree not to make any claim for any reason against us for consequential damages. You acknowledge you have been advised that you may have rights against the supplier(s) of the Equipment and that you should contact each supplier for a description of any such rights. You agree that this is a "Finance Lease" under Article 2A of the Uniform Commercial Code.

3. Noncancelable Lease. This Agreement cannot be canceled and you agree that all your obligations are absolute and unconditional. Upon your acceptance of the Equipment and to the extent permitted by law, you agree to waive any rights to reject the Equipment and repudiate this Agreement.

4. Governing Law/ Choice of Venue. Anything in this Agreement to the contrary notwithstanding, the transactions contemplated by this Agreement shall be deemed approved and entered into within the State of Illinois and all credit or other financial accommodations extended by Lender under this Agreement shall be deemed extended from and subject to the laws of the State of Illinois (without regard to the conflicts of law principles of such State) regardless of the location of Debtor or any of the Equipment. Any legal action or proceeding with respect to this Agreement or the transactions contemplated by this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois, and Debtor accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts; provided, however, that nothing in this Agreement shall limit or restrict the right of Lender to commence any proceeding in the federal or state courts located in the state in which the Equipment is located to the extent Lender deems such proceeding necessary or advisable to exercise remedies available under this Agreement or to commence legal proceedings or otherwise proceed against Debtor in any other jurisdiction. Lender and Debtor hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdictions.

5. Agency. You agree that no salesperson or representative of any supplier is acting on behalf of us or can bind us in any way.

6. Late Charges. Time is of the essence. If any Rental or other amount due under this Agreement is not paid within 10 days after its due date, you agree to promptly pay a late charge of 5% of the past due amount, subject to a \$25 minimum, for those amounts under 30 days past due, plus interest on

any amounts over 30 days past due at the rate of 1.5% per month. However, in no event shall these late charges or interest exceed the maximum lawful charges and any excessive charges or amounts paid by you, above what you would have paid under the legally permitted maximum rate, as determined by a court of competent jurisdiction, will be applied as a credit to the remaining balance of your obligations to us.

7. Ownership, Location, Return and Use of Equipment. We are the owners of the Equipment and you have no rights to the Equipment except as provided for in this Agreement. You agree to keep the Equipment clear of all liens, claims and encumbrances. You agree that the Equipment will remain our personal property regardless of its attachment to realty. You agree to use the Equipment only for business purposes and in compliance with its intended use, any applicable laws and any license agreement pertaining to the Equipment. You agree to keep the Equipment at an appropriate and safe location, and you agree to promptly inform us of such location in advance. Subject to Sections 13 and 14 of this Agreement, and after prior written notice, you agree, at your expense, to return the Equipment to us at the end of the Initial Lease Term (or any renewal term) to such address as we may designate in writing, in the same condition as it was delivered to you except for ordinary wear and tear.

8. Equipment Maintenance. You are responsible, at your expense, to maintain the Equipment in good working order, condition and appearance. If any Equipment is damaged, missing or does not work satisfactorily for any reason, you agree to continue to pay all Rentals and other amounts under this Agreement when they become due. You shall not make any alterations to the Equipment without our advance written consent. You agree that we may inspect the Equipment at any reasonable time.

9. Taxes and Fees. You agree to pay when due, either directly or to us upon our demand, all taxes, filing fees, license fees, interest and penalties relating to this Agreement and the Equipment. If we pay any of these amounts you agree to reimburse us upon demand and to pay to us a service charge. You agree to pay to us a documentation fee to cover our costs of preparing this Agreement. You shall pay to us a fee for every check or other form of payment that is returned to us as unpaid by your bank.

10. Risk of Loss and Insurance. You are responsible for any loss or damage to the Equipment and/or caused by the Equipment until all of your obligations under this Agreement have been fulfilled. You agree to immediately notify us of any such losses or damages and of any insurance claims pertaining to the Equipment. If the Equipment or any portion of the Equipment is missing, stolen or damaged, you will, at our option and at your expense, promptly repair the Equipment to our satisfaction, replace the Equipment with comparable equipment of equal value or pay to us any default remedies described under Section 12 of this Agreement. At your expense you agree to keep the Equipment fully insured against loss until your obligations under this Agreement are paid in full, with any loss payable to us. You will maintain public liability coverage that is acceptable to us and include us as an insured on that policy. You agree to provide us with satisfactory evidence of the required insurance. You agree that we may sign, endorse and/or negotiate on your behalf as attorney-in-fact for you any instrument representing proceeds from any insurance policy covering the Equipment. If you fail to obtain any of the required insurance and we obtain it for you, you agree to pay us the cost of that coverage plus any lessor servicing fees and interest. You also acknowledge that such insurance shall cover our interests only and will not include any lessee liability coverage. You acknowledge that we are not required to maintain any insurance and we will not be liable to you if we terminate or modify any insurance coverage that we may arrange.

11. Assignment. You may not sell, transfer, assign or sublease the Equipment or this Agreement without our advance written consent and payment to us of an assignment processing fee. You agree that we may sell or assign this Agreement and any security interest without notice to you, and that our assignee shall have all of our rights under this Agreement. You agree that the rights of our assignee will not be subject to any claims, defenses or setoffs that you may have against us.

12. Default and Remedies. You are in default if you a) fail to pay any Rental when due; b) fail to comply with any requirement of this Agreement and/or any other obligation to us and/or any license agreement, system support agreement, mandatory maintenance agreement or installation agreement, pertaining to the Equipment; c) any representation made to us by or on behalf of you and/or any guarantor of your obligations hereunder is found to have been false when made. Upon such default, we may, at our option, do one or more of the following: a) require you to immediately pay the remaining amounts due under this Agreement including but not limited to the balance of unpaid Rentals b) terminate this Agreement and/or any other agreements we have entered into with you; c) require you to immediately pay us the value of the Equipment or promptly return the Equipment to us in good condition; d) peacefully enter onto your premises and take possession of the Equipment without liability to you for trespass or damages; e) deactivate the Equipment; and f) use any other remedies available to us at law or in equity. You agree that any delay or failure by us to enforce this Agreement does not prevent us from enforcing our rights at a later time. You agree to pay all of our costs to enforce this Agreement including reasonable attorney's fees and the costs of repossessing, refurbishing, storing and selling the Equipment. If we take possession of the Equipment, we may sell or otherwise dispose of it at a public or private sale, and apply the proceeds (after deducting our disposition costs) to the amounts that are due to us. Our acceptance of any amount due hereunder which is less than payment in full of all amounts due and owing at that time shall not constitute a waiver of our right to receive payment in full.

13. Surrender. Upon termination of this lease under paragraph 16 or upon the request of us following a default, you will promptly return the Equipment or each specified Item, properly packed and crated with freight prepaid, to us at such place and by such reasonable means as may be designated by us in the same repair, condition and working order as at the commencement of the term hereof, reasonable wear and tear resulting from the proper use thereof alone excepted. If requested by us, you will, prior to returning any Item to us, provide suitable and adequate storage space at the Equipment Location or such location to which the Item may have been moved or at which the Item is permanently garaged with the written consent of us for a period not to exceed 90 days during which time you will remain liable for all its obligations hereunder with respect thereto, except the obligation to pay payments on account hereof, and will ensure that we will be allowed reasonable access thereto.

14. Purchase Option. If it is indicated above that you have been given an end of Initial Lease Term purchase option and if you are not in default under this Agreement, and upon 90 days prior written notice of election to purchase, you may purchase all of the Equipment at the end of the Initial Lease Term for the stated price plus any applicable taxes and remaining amounts due hereunder. Such purchase of the Equipment shall be "AS IS, WHERE IS" and we make no warranties of any kind. If the purchase price is "Fair Market Value" in place, in use, and we and you cannot agree on such value, you

may, at your expense, retain an independent appraiser acceptable to us and such appraisal shall be binding. If the purchase price is stated as a percentage, the percentage shall apply to the original Equipment cost paid to purchase the Equipment from the Supplier(s).

15. Indemnity. You agree that we are not responsible for any losses or injuries, caused by or relating to the Equipment. You agree to indemnify us for and, at our option and your expense, defend us against any claims, suits and actions, including negligence and strict liability, whenever made for losses or injuries, including court costs and legal expenses, related to the Equipment.

16. Non-Appropriation. If under state law you are legally precluded from committing to make certain future payments due hereunder, this Section will apply. You have appropriated the funds necessary to make all payments when due under this Agreement during your initial fiscal period during the lease term. You agree that in each succeeding fiscal year during the term of this Agreement, you will take all necessary steps to make a timely appropriation of funds in order to pay the payments due hereunder during that period, subject to the annual appropriations limitation imposed upon you under state law. In the event that despite your best efforts, you determine that funds for any amounts due under this Agreement will not be available or cannot be obtained during any succeeding fiscal period, you may terminate this Agreement prior to the commencement of such succeeding fiscal period by giving written notice to us of such determination at least 60 days prior to the first day of such succeeding period for which an appropriation has not been made by you and returning the Equipment as contemplated in Section 13. Such failure to obtain proper appropriation of the full amount of funds necessary to pay amounts when due hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of your right, title, and interest in and to the Equipment and obligations under this Agreement arising out of subsequent events, effective on the later of the last day of the last fiscal period for which appropriation of funds was properly obtained or completion of your surrender obligations. Upon such termination you shall transfer free and clear title to the Equipment to us.

17. Federal Tax Matters. Each of us acknowledges that this Agreement is intended to provide us (or the consolidated entities if we are covered by a consolidated return) as to all interest payable under this Agreement (i) for purposes of our United States federal income tax obligations, tax free interest as provided by the Internal Revenue Code of 1986 as amended (the "Code") without any loss of deductibility of carrying costs and (ii) for purposes of our state income or franchise tax obligations, similar tax free and deductibility treatment if so provided under State law. You agree to take all actions required of you for us to have, and not to take any action which would preclude us from having available, such treatment. If we (i) lose the right to claim, do not have or do not claim (based upon the advice of the our tax counsel) such tax free interest or deductibility or (ii) if there is disallowed, deferred, or recaptured in whole or in part any such tax free interest or deductibility for any reason (unless due solely to our failure to claim the tax free interest or deductibility on a timely basis) or (iii) there is after the date hereof any change in federal, state, local or foreign tax law or tax rates which we calculate has the direct effect of reducing our net after tax return respecting this Agreement (any of the foregoing constituting a "Loss"), then you shall pay to us, on demand, an amount which, after payment of all taxes required to be paid by us in respect to the receipt of such amount and after payment of all interest and penalties required to be paid by us, shall restore us to the same net after tax position we would have enjoyed had such Loss not occurred. Upon our being notified by any tax authority of a potential Loss, we agree to notify you promptly thereof. We further agree to exercise in good faith our best efforts, as determined in the sole discretion of our tax counsel to be reasonable for us, to avoid your payment of such additional amounts; provided that we have sole discretion to determine whether to proceed, and, if so, what proceedings are appropriate, beyond the level of an auditing agent; and provided further, that we shall not take any action unless you shall indemnify us in advance for all costs and expenses which we would reasonably incur by reason of the action, including accountants' and attorneys' fees.

18. Tax Designation. You certify that you will not issue more than the allowed amount of "qualified tax exempt obligations," as defined in §265(b)(3)(B) of the Internal Revenue Code of 1986, as amended (the "Code") through you and any subordinate entities during the calendar year in which this Agreement is signed. You will designate the obligations undertaken pursuant to this Agreement as "qualified tax exempt obligations" eligible for the exemption under §265(b)(3)(D) of the Code allowing for an exception to the general rules of the Code which disallow any interest deduction for interest allocable to the carrying of tax exempt obligations.

19. Miscellaneous. You agree that this Agreement is the entire agreement you have with us pertaining to this Equipment and it cannot be changed except as agreed by you and us in writing. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Agreement. You agree that the Rental amount may be adjusted to reflect any change in the Equipment cost as a result of any Equipment change orders, add-ons, returns, errors or other similar events verbally agreed to by you. In the event of any such adjustment, we will furnish you a written notice thereof. You agree that a signed electronically transferred or faxed version of this Agreement and Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Agreement and Acceptance Certificate. This Agreement is binding upon the successors and assigns of you and us. If there is more than one Lessee, your obligations shall be joint and several. You agree that all of our rights under this Agreement (including indemnity rights) shall survive any expiration or termination of this agreement.

20. Jury Waiver. EACH OF US IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. Electronic Signatures. This Agreement may be in the form of an Electronic Record and may, only so long as we have expressly agreed in favor of the other party(ies) hereto to accept Electronic Signatures, be executed using Electronic Signatures (including manually executed paper documents that are sent by facsimile or.pdf), which shall be considered an original and shall have the same legal effect, validity and enforceability as an original paper record. This Agreement may be executed in one or more counterparts, including both paper and electronic counterparts, but all such counterparts shall constitute one and the same agreement. If this Agreement (or a counterpart hereof) is in the form of an Electronic Record, each of the parties hereto acknowledges and agrees that we may, in our sole discretion: (a) designate one version hereof as the sole authoritative copy of this Agreement (the "Authoritative Copy") and maintain, in the ordinary course of our business, the Authoritative Copy in a document management system designated by us for the storage of authoritative copies of Electronic Records (and destroy any paper original thereof); and/or (b) convert the same to paper format and mark such converted version as the "original" (the "Paper Original"), which Paper Original shall be binding on the parties hereto. For purposes

hereof, each of the terms "Electronic Record" and "Electronic Signature" has the respective meaning assigned to it in 15 USC §7006 (as the same may be amended from time to time).

22. Compliance with Certain Laws. You covenant and agree that at all times: (a) no member of your Related Party Group (as hereinafter defined) is a Sanctioned Target (as hereinafter defined) of economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes or restrictions and anti-terrorism laws imposed, administered or enforced from time to time by the United States, the United Nations Security Council, the European Union, the United Kingdom, any other governmental authority with jurisdiction over you or any member of your Related Party Group (collectively, "Sanctions"); and (b) each member of your Related Party Group has instituted, maintains and complies with policies, procedures and controls reasonably designed to assure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws (each as hereinafter defined); and (c) to the best of your knowledge, after due care and inquiry, no member of your Related Party Group is under investigation for an alleged violation of any Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws by a governmental authority that enforces such laws. As used herein: "Anti-Corruption Laws" means: (i) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (ii) the U.K. Bribery Act 2010, as amended; (iii) the French Law 2016-1691 of 9 December 2016; and (iv) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which you or any member of your Related Party Group is located or doing business; "Anti-Money Laundering Laws" means applicable Laws in any jurisdiction in which you or any member of your Related Party Group is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto; "Related Party Group" means: (i) you, (ii) any affiliate under common control with you, and (iii) any officer, director or agent acting on behalf of any of the foregoing parties with respect to any obligations hereunder; and "Sanctioned Target" means any target of Sanctions, including (i) persons or entities on any list of targets identified or designated pursuant to any Sanctions, (ii) persons, entities, countries, or territories that are the target of any territorial or country-based Sanctions program, (iii) persons or entities that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (iv) persons or entities otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

Dated: March 10, 2023

LESSOR:
DITCH WITCH FINANCIAL SERVICES, A
PROGRAM OF BMO BANK N.A.

LESSEE:

CITY OF FALLS CITY

This Agreement shall not be binding on us until it has been accepted and executed by the Lessor.

The undersigned affirms that he/she is a duly authorized officer of the above-named Lessee.

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

1625 W. Fountainhead Pkwy, AZ-FTN-10C-A
 Tempe, AZ 85282 | 800-841-4433

Lessee Tax ID#: _____

The original of this Agreement has the Lessor's original signature. Any purchaser of this paper is hereby notified that a security interest has been granted to the party holding the copy of this Agreement with the original Lessor's signature.

EXHIBIT A
TO MUNICIPAL LEASE PURCHASE AGREEMENT NO. 379-0039155-002
BETWEEN DITCH WITCH FINANCIAL SERVICES, A PROGRAM OF BMO
BANK N.A. ("LESSOR") CITY OF FALLS CITY ("LESSEE")

VENDOR:

DITCH WITCH OF WEST TEXAS INC.
8418 CANYON DRIVE
AMARILLO, TX 7919

EQUIPMENT LOCATION:

2307 BARADA ST
FALLS CITY, NE 68355

EQUIPMENT DESCRIPTION

DITCH WITCH VAC HX50

AMOUNT

\$105,922.82

SN:

DOCUMENTATION FEE

\$250.00

EQUIPMENT DESCRIPTION

DITCH WITCH VT 17 TRAILER

AMOUNT

\$14,000.00

S/N:

TOTAL

\$120,172.82

RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE: CITY OF FALLS CITY

LESSOR: DITCH WITCH FINANCIAL SERVICES. A PROGRAM OF BMO BANK N.A.

RE: MUNICIPAL LEASE PURCHASE AGREEMENT NO. 379-0039155-002

At a duly called meeting of the governing body of Lessee (as defined in the Municipal Lease Purchase Agreement) held on the _____ day of _____, 20 _____ the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Municipal Lease Purchase Agreement presented to this meeting; and

WHEREAS, the governing body of Lessee has taken the necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Municipal Lease Purchase Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms that the persons indicated below are authorized to execute and deliver the Municipal Lease Purchase Agreement and any related documents necessary to the consummation of the transactions contemplated by the Municipal Lease Purchase Agreement.

FURTHER BE IT RESOLVED, that pursuant to Section 265 (b) 3 (D) of the Internal Revenue Code, as amended, the governing body of Lessee hereby designates this Municipal Lease Purchase Agreement as comprising a portion of the \$10 million in aggregate issues designated as "qualified tax-exempt obligations" eligible for the exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax-exempt obligations. The governing body of the Lessee further certifies that it does not reasonably contemplate issuing more than \$10,000,000 of "qualified tax-exempt obligations," as defined in the Code, during the current fiscal year.

(Name of Party to Execute Municipal Lease Purchase Agreement)

(Title)

(Name of Party to Execute Municipal Lease Purchase Agreement)

(Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Municipal Lease Purchase Agreement is the same as presented at said meeting of the governing body of Lessee.

Date: _____

Secretary/Clerk

ESSENTIAL USE LETTER

LESSOR: DITCH WITCH FINANCIAL SERVICES. A PROGRAM OF BMO BANK N.A.
1625 W. FOUNTAINHEAD PKWY, AZ-FTN-10C-A
TEMPE, AZ 85282

RE: Municipal Lease Purchase Agreement No. 379-0039155-002

Gentlemen:

This letter is being written with respect to the use of the Equipment (therein so called) to be leased to the undersigned under the above-referenced Municipal Lease Purchase Agreement. The Equipment will be used by the undersigned for the following purposes:

Our source of funds for payments of the rent due under the Lease for the current year is:

The undersigned expects to make immediate use of substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future, and represents that the use of the Equipment is essential to its proper, efficient and economic operation.

Sincerely,

LESSEE:
CITY OF FALLS CITY

Signature: _____

Print Name: _____

Title: _____

Date: _____

LESSOR: DITCH WITCH FINANCIALSERVICES. A PROGRAM OF BMO BANK N.A.

1625 W. Fountainhead Pkwy, AZ-FTN-10C-A
Tempe, AZ 85282

Ladies and Gentlemen:

We have acted as counsel to _____, a _____ (the "Customer"), with respect to the negotiation and execution of that certain lease agreement, dated _____ (collectively the "Lease Documents") either executed by the Customer in your favor or between you and the Customer. Terms defined in the Lease Documents have the same meaning herein. This opinion is rendered in satisfaction of a precondition you have set to the consummation of the transaction or transactions contemplated by the Lease Documents.

We have examined executed copies of the Lease Documents. We have also examined such other documents and certificates of public officials and representatives of the Customer as we have deemed necessary as a basis for the opinions expressed herein. As to questions of fact material to such opinions, we have, when relevant facts were not independently established, relied upon certificates of officers of the Customer.

We have assumed the genuineness of all signatures and documents submitted as originals, that all copies submitted to us conform to the originals, the legal capacity of all natural persons, and as to documents executed by entities other than the Customer, that each such entity has complied with any applicable requirement of law and had the power to enter into and perform its obligations under such documents, and that such documents have been duly authorized, executed and delivered by, and are binding upon and enforceable against, such entities.

We assume that you are a financial institution exempt from any applicable usury law. We further assume that you know of no agreements, understandings or negotiations between the parties not set forth in the Lease Documents that would modify the terms or rights and obligations of the parties thereunder.

We have made no examination of, and express no opinion as to, title to any collateral or as to the priority of any liens or security interests created by the Lease Documents therein. We express no opinion as to the laws of any jurisdiction other than _____ and the United States.

Based on the foregoing and subject to the qualifications set forth below, it is our opinion that:

1. The Customer is a _____ duly organized, validly existing and in good standing under the laws of _____.
2. The Customer has full power and authority to execute, deliver and perform its obligations under the Lease Documents, to own its property and to carry on its business in the manner currently conducted.
3. The Lease Documents have been duly authorized by all necessary action on the part of the Customer and have been duly executed and delivered by the Customer.
4. No competitive bidding or consent of, notice to, approval of or withholding of objection by any other governmental body is required to permit the Customer to execute, deliver and perform its obligations under the Lease Documents.
5. The Lease Documents are valid and binding obligations of the Customer enforceable in accordance with their respective terms and, without limiting the generality of the foregoing, there are no temporal restrictions applicable under law, including any limitation on the ability to commit to repayments in a future fiscal year, to enforceability of the Lease Documents other than applicable statutes of limitations. [Alternative would be to describe applicable non-funding rule including appropriate citations]
6. Execution and delivery of the Lease Documents and performance by the Customer of its obligations thereunder do not violate the organizational documents, or any applicable law or regulation, or any order of a court or arbitrator known to us and specifically directed to the Customer, or result in a material breach of, or default under, the provisions of any material contract known to us by which the Customer or its assets is bound.
7. To our knowledge, there are no actions, suits or proceedings pending or overtly threatened against the Customer before any court or administrative agency other than those listed in Exhibit A hereto.
8. Any interest included in payments made under the Lease Documents will be exempt from federal Income taxation in accordance with the provisions of §103 of the Internal Revenue Code of 1986, as amended (the "Code"), and related regulations.

9. All interest paid by Lessor to carry the cost advanced for the Equipment will be fully deductible pursuant to section 265 of the Internal Revenue Code of 1986, as amended.

10. Perfection and enforcement of Lessor's lien in the Equipment is governed by the Uniform Commercial Code in effect in the State of _____.

The opinions set forth above are subject to the following qualifications:

a. Our opinion in paragraph 5 above is subject to and limited by: (i) the effect of bankruptcy, insolvency, reorganization, receivership, conservatorship, arrangement, moratorium, or other laws affecting or relating to the rights of creditors generally; (ii) the rules governing the availability of specific performance, injunctive relief or other equitable remedies and general principles of equity, regardless of whether considered in a proceeding in equity or at law; (iii) the effect of applicable court decisions, invoking statutes or principles of equity, which have held that certain covenants and provisions of agreements are unenforceable where the breach of such covenants and provisions imposes restrictions or burdens upon a borrower, and it cannot be demonstrated that the enforcement of such restrictions or burdens is necessary for the protection of the creditor, or which have held that the creditor's enforcement of such covenants or provisions under the circumstances would violate the creditor's covenants of good faith and fair dealing implied under Illinois law; and (iv) the effect of statutes and rules of law which cannot be waived prospectively by a borrower. Use of the term "enforceable" does not imply any opinion as to the availability of any remedy created by Lease Documents other than foreclosure of any lien and security interest created thereby in accordance with _____ law and, subject to the foregoing limitations, an action for any resulting deficiency.

b. Use of the words "known to us," "to our knowledge," or similar phrases indicates that in the course of our representation of the Customer no information that would give us current actual knowledge of the inaccuracy of such statement has come to the attention of the attorneys in this firm who have rendered legal services in connection with this transaction. We have not made any independent investigation to determine the accuracy of such statement, except as expressly described herein. No inference as to our knowledge of any matters bearing on the accuracy of such statement should be drawn from the fact of our representation of the Customer in other matters in which such attorneys are not involved.

This opinion is rendered solely for your information in connection with the transaction described above and may not be relied upon by any other person for any purpose without our prior written consent.

Very truly yours,



INSURANCE AUTHORIZATION LETTER

To: _____
(Name of Insurance Agent)

(Name of Insurance Agency)

(Address)

(Phone #) (Fax #/Email) (Policy #)

We have entered into Lease Agreement # 73657 with Ditch Witch Financial Services ("Lessor") in regards to property as described on the attached Exhibit A. You are hereby authorized and instructed to provide to Lessor evidence of insurance for the coverage and endorsements indicated below. Evidence of insurance in the form of a certificate is acceptable until formal endorsements can be issued.

PROPERTY DAMAGE REQUIREMENTS

- a. Primary All Risk or its equivalent coverage for the equipment of not less than the total equipment cost on the agreement and a maximum deductible of \$10,000.
- b. For vehicles, comprehensive and collision coverage with maximum deductible of \$10,000 per occurrence is recommended.
- c. Endorsement naming Lessor as the **loss payee** with respect to this equipment.

LIABILITY REQUIREMENTS

- a. Public liability insurance, both personal injury and property damage, with a single limit of not less than \$500,000 per occurrence.
- b. Endorsement naming Lessor as an **additional insured** with respect to this equipment.

The Endorsement language should read:

" DITCH WITCH FINANCIALSERVICES. A PROGRAM OF BMO BANK N.A., its successor and/or assigns"

1625 W. Fountainhead Pkwy, AZ-FTN-10B-A

Tempe, AZ 85282

IT IS IMPORTANT THAT INSURANCE COVERAGE BE COMMENCED IMMEDIATELY AS THE LEASE AGREEMENT WILL BE IN DEFAULT IF EVIDENCE OF INSURANCE IS NOT RECEIVED BY LESSOR.

Ditch Witch Financial Services must receive all applicable renewal certificates, reinstatement notices, non-renewable certificates and cancellations 10 days in advance. All correspondence including copies of the insurance policies and endorsements should be directed to: Ditch Witch Financial Services, 1625 W. Fountainhead Pkwy, AZ-FTN-10B-A, Tempe, AZ 85282, Attn: Customer Service, Phone: 800-841-4433, Fax: 800-268-1591.

CITY OF FALLS CITY

"Lessee"

Signature: _____

Print Name: _____

Title: _____

Date: _____



Pre-Authorized Debit Plan

LESSOR: DITCH WITCH FINANCIALSERVICES. A PROGRAM OF BMO BANK N.A

PAYEE
1625 W. FOUNTAINHEAD PKWY, AZ-FTN-10C-A TEMPE, AZ 85282

BANK
BMO BANK N.A. 1625 WEST FOUNTAINHEAD PKWY. TEMPE, AZ 85282

Authorization of the Account Holders to the Above-noted Payee to Direct Debit an Account.

ACCOUNT HOLDER	FINANCIAL INSTITUTION		
Full Name of Lessee / Purchaser (Business Entity) Legal: CITY OF FALLS CITY	Bank Account #:	ABA #:	
d/b/a/ if any:	Financial Institution / Branch Number:		
Mailing Address: 2307 Barada St Falls city, NE 68355	Address		
	City:	State:	Zip Code:

We, as the account holders, authorize the Payee and the above-noted Financial Institution to debit our account at the above indicated branch of the Financial Institution, under terms and conditions agreed to by us with the Payee until such time as written notice to the contrary is given by us to the Payee.

The branch of the Financial Institution at which we maintain the account is not required to verify that the payments are drawn in accordance with this authorization.

A debit, in paper, electronic or other form may be drawn on our account for payment as stated by the terms of contract agreement #379-0073657-001, insurance fees (if applicable), and all applicable taxes and fees, on either the 1st, 15th or 25th day of the month due pursuant to the commencement date of the contract agreement, until all of our obligations under said contract are paid in full.

We will notify the Payee in writing of any changes in the account information or termination of this authorization prior to the next due date of the pre-authorized debit. We understand a standard fee will be charged for debits returned for non-sufficient funds.

Items charged will be reimbursed subject to notification by us to the branch of account within 90 days under any of the following conditions:

- (a) We never provided the authorization to the Payee.
- (b) The pre-authorized debit was not drawn in accordance with this authorization.
- (c) Our authorization was revoked.
- (d) The debit was posted to the wrong account due to invalid/incorrect account information supplied by the Payee.

We understand that a written notice to this effect must be given to our Financial Institution and to the Payee.

We acknowledge that delivery of this authorization to the Payee constitutes delivery by us to the above noted Financial Institution.

Please attach a voided check.

Name of Authorized Account Signing Officer	Signature	Title	Date



**ACCEPTANCE CERTIFICATE
HOLD FOR DELIVERY**

FOR MUNICIPAL LEASE PURCHASE AGREEMENT NO. 379-0039155-002

LESSEE: CITY OF FALLS CITY
2307 BARADA ST
FALLS CITY, NE 68355
PHONE: 207-985-3385

SUPPLIER: DITCH WITCH OF WEST TEXAS INC.
8418 CANYON DRIVE
AMARILLO, TX 79119
PHONE: 806-353-6683

EQUIPMENT: See Exhibit A to Municipal Lease Purchase Agreement
EQUIPMENT SCHEDULE LEASE TERMS:

Lease Term (number of months):	60, plus any extension and renewal periods
Number of Rentals Paid in advance:	1 (First and Last 0)
End of Term:	Purchase Option: \$1.00
Annual Rental Amount:	\$27,704.71, plus any applicable taxes

This Acceptance Certificate has been written in plain English. The word "Equipment" refers to the equipment leased under the above referenced Municipal Lease Purchase Agreement ("Agreement"). The words "you" and "your" refer to the Lessee listed above. The words "we", "us" and "our" refer to the Lessor, Ditch Witch Financial Services, a program of Bank of the West. You agree that an electronically transferred or faxed version of this signed Acceptance Certificate shall be deemed to be of the same force and effect as an original of a manually signed Acceptance Certificate.

You hereby acknowledge the receipt in good condition of all of the Equipment in accordance with the terms and conditions of the Agreement. You accept this Equipment and agree that we have performed all of our obligations under the Agreement. You acknowledge that the lease established by this Agreement is NON-CANCELABLE for any reason until all of your obligations under this Agreement have been fulfilled. You acknowledge that you have selected the supplier and the Equipment based on your own judgment and that we have NO RESPONSIBILITY AS TO THE SATISFACTORY PERFORMANCE OR MAINTENANCE of the Equipment. WE MAKE NO WARRANTIES REGARDING THE EQUIPMENT. In reliance upon your execution of this Acceptance Certificate, we will pay the supplier for the Equipment. This Acceptance Certificate cannot be changed except in writing signed by you and us. Your Rentals due under the Agreement shall commence in accordance with the terms of the Agreement.

LESSEE:
CITY OF FALLS CITY

Upon signing below you affirm that you are an authorized officer of the Lessee.

Signature: _____

Print Name: _____

Title: _____

Acceptance Date: _____

After signing this form, please fax it to Contract Administration at 800-268-1591 to expedite the commencement of your agreement.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

CITY OF FALLS CITY
SOURCEWELL MEMBER 96668
2307 BARADA ST
FALLS CITY NE 68355-1546

Quotation

Information

Quotation No. 20215598
Document Date 08/30/2024
Customer No. 515599
Dealership DITCH WITCH UNDERCON
GRETN
PO _____
Created by Todd Miller

Global Account Price Quote

Quote Valid until :

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

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Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	<p>***** SOURCEWELL CONTRACT 110421-CMW ***** PER SOURCEWELL CONTRACT PLEASE ISSUE PO TO THE CHARLES MACHINE WORKS, INC DITCH WITCH ***** HX50A - HX50A With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Options Lance Extension - 48in Options Prospector Digging Lance Options Trailer Tongue Tool Box Quiet Option Yes</p>			

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

CITY OF FALLS CITY
SOURCEWELL MEMBER 96668
2307 BARADA ST
FALLS CITY NE 68355-1546

Quotation

Information

Quotation No. 20215598
Document Date 08/30/2024
Customer No. 515599
Dealership DITCH WITCH UNDERCON
GRETNA
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 09/30/2024

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Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Prospector Digging Lance Yes			
	Trailer Tongue Tool Box Yes			
	Hydraulic Oil Standard			
	Color Standard			
	Trailer Jack Hydraulic			
1EA	259-1012 - PROSPECTOR EXTENSION, 48"LG W/ FITTING			
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	190-2695 - CLM3000 TELEMATICS KIT			
1EA	025-1038 - VT17 500 GAL HEAVY TRAILER			
Corporate Account Price				117,791.82
Total Freight				1,891.00
Total Tax				8,994.21
Installation Charge				240.00
Total Amount				\$ 128,917.03

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