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*The City Council 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. Pledge of Allegiance
  4. Mayors Report
  5. City Administrators Report
  6. Chief of Police Report
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***REGULAR BUSINESS***

1. Discussion & Action – Agenda Approval
2. Discussion & Action – Minutes Approval for March 17, 2025
3. Discussion & Action – Claims Approval for April 8, 2025
4. Discussion & Action – Monthly Report of the Southeast Nebraska Land Bank
5. Discussion – Response Plan for Electric Distribution Team Operations
6. Discussion & Action – Appointment of board and committee members as recommended by Mayor Harkendorff
7. Discussion & Action – Appointment of Zachary Adams as a Police Officer effective April 27, 2025 as recommended by the Police & Fire Hiring Board and Mayor Harkendorff
8. Discussion & Action – Request to close the 2300 Block of Chase Street from 7:30 AM to 12:00 PM on May 5<sup>th</sup>, 2025 for the Farms 2 You Program | UNL Extension Richardson County – Kaytlyn Kennedy
9. Discussion & Action – Request to close 17<sup>th</sup> Street between Harlan Street & Stone Street from 8:00 AM to 2:30 PM on April 23<sup>rd</sup>, 2025 for the 100 Year Anniversary & Rededication of the Richardson County Courthouse Event | Richardson County Clerk – Mary L. Eickhoff
10. Discussion & Action – Authorize closing of the F&M Money Market account ending x0888
11. Discussion & Action – Adoption of the Safety Committee Program (By-Laws of the Safety Committee), a component of the revised Safety Manual of the City of Falls City as recommended by the Safety Committee | Trevor Campbell – Safety Committee Chairperson

12. Discussion & Action – Award of the 2024 Natural Gas Improvement Project (FC Project No.: 24-1007) totaling \$450,705.57 to NPL as recommended by the Board of Public Works | Public Works Director – Trevor Campbell
13. Discussion and Action – Authorize execution of a Master Service Agreement with R/S Electric Utility Service Corp as recommended by the Board of Public Works | Public Works Director – Trevor Campbell
14. Discussion – Nebraska Revised Statute 17-567 Highways, streets, bridges; maintenance and control | Councilperson Kenny Killingsworth
15. Discussion – City power generating plant and residential infrastructure | Councilperson Kenny Killingsworth
16. Discussion – City newly elected council members handbook (An Orientation for Newly Elected City Council Members - December 2024) | Councilperson Kenny Killingsworth
17. Discussion – Update on the development of the Mid-America Rail Campus (MARC) site | Falls City EDGE Director – Lucas Froeschl
18. Closed Session – Electric Transmission Strategy and Planning
19. Discussion & Action – Resolution authorizing actions related to the Energy Forward: Falls City Transmission Improvement Project

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***OLD BUSINESS***

1. Discussion & Action – Operation of All-Terrain Vehicles, Utility Vehicles and Golf Carts during nighttime hours

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***ADJOURNMENT***

Anthony Nussbaum, City Clerk

## **March 17, 2025**

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 17th day of March 2025, at 6:00 o' clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: Buckminster. 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 mayor and all persons of the Council 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 Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff 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.

### **AGENDA APPROVAL FOR MARCH 17, 2025**

A motion was made by Council person Leyden and seconded by Council person Fouraker to approve the agenda as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

### **MINUTES APPROVAL FOR MARCH 3, 2025**

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to approve the minutes for March 3, 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

### **CLAIMS APPROVAL FOR MARCH 18, 2025**

A motion was made by Council person Ferguson and seconded by Council person Kaster to approve the claims as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

### **TREASURER'S REPORT FOR FEBRUARY 2025**

A motion was made by Council member Leyden and seconded by Council member Ruiz to approve the Treasurer's Report for February 2025 as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

### **APPOINTMENT OF BOARD AND COMMITTEE MEMBERS AS RECOMMENDED BY MAYOR HARKENDORFF**

A motion was made by Council member Ferguson and seconded by Council person F. Killingsworth to approve the board and committee members as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**CWA Negotiating Committee** | Don Ferguson, Kenny Killingsworth, Sara Ruiz – Term Expiring 12.31.2025

**IBEW Negotiating Committee** | Don Ferguson, Kenny Killingsworth, Shawn Fouraker – Term Expiring 12.31.2025

**IUOE Negotiating Committee** | Frank Killingsworth, Kenny Killingsworth, Sara Ruiz, Don Ferguson – Term Expiring 12.31.2025

**Management Committee** | Frank Killingsworth, Kenny Killingsworth, Sara Ruiz, Don Ferguson – Term Expiring 12.31.2025

**AUTHORIZATION TO EXECUTE DISCLOSURE COMPLIANCE SERVICE AGREEMENT WITH GILMORE & BELL**

A motion was made by Council member Ferguson and seconded by Council person Leyden to approve the Disclosure Compliance Service Agreement as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**AUTHORIZE SUBMITTAL OF A LEVEL 3 COMMUNITY FOREST GRANT APPLICATION BY MARCH 31, 2025 FOR THE 2025 COMMUNITY FOREST IMPROVEMENTS PROJECT**

A motion was made by Council member Ferguson and seconded by Council person F. Killingsworth to authorize submittal of a Level 3 project to the 2025 Community Forest Improvements grant application. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**REQUEST TO UTILIZE CITY STREETS AND STANTON LAKE PARK FOR THE ANNUAL EARTH DAY RUN & WALK EVENT ON APRIL 27, 2025 | COMMUNITY MEDICAL CENTER**

A motion was made by Council member F. Killingsworth and seconded by Council person Fouraker to approve the request as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**REQUEST TO ALLOW BURNING OF THE GREENSPACE AT SOUTHEAST COMMUNITY COLLEGE – FALLS CITY LEARNING CENTER | SOUTHEAST COMMUNITY COLLEGE/PARKS & RECREATION DIRECTOR – BRIAR BURR**

A motion was made by Council member Leyden and seconded by Council person K. Killingsworth to approve the request as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**REQUEST TO ALLOW BURNING OF THE CATTAIL DEBRIS ALONG THE NORTH END OF STANTON LAKE PARK | PARKS & RECREATION DIRECTOR – BRIAR BURR**

A motion was made by Council member Leyden and seconded by Council member Ruiz to approve the request as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**REQUEST APPROVAL OF REQUISITION REQ00984 TOTALING \$40,286.00 FOR NEW LIGHTING AT SNC FIELD | PARKS & RECREATION DIRECTOR – BRIAR BURR**

A motion was made by Council member Ferguson and seconded by Council member Leyden to approve the request as presented to Husker Electric. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE AT BRENNER FIELD FOR THE 2025 HOT AIR BALLOON FESTIVAL ON JUNE 13, 2025 AND JUNE 14, 2025 | FREDERICK SPIRITS, LLC/FALLS CITY AREA CHAMBER & MAIN STREET – EXECUTIVE DIRECTOR, AMBER HOLLE**

A motion was made by Council member F. Killingsworth and seconded by Council member K. Killingsworth to approve the Special Designated Liquor License as presented. Roll was called on this motion and the Council persons



voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**AWARD OF THE NORTHEAST FORCE MAIN REPLACEMENT PROJECT (FC PROJECT NO. 24-1009) TOTALING \$311,730.85 TO VRBA CONSTRUCTION, INC. AND AUTHORIZE EXECUTION OF PROJECT AGREEMENTS AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS | PUBLIC WORKS DIRECTOR – TREVOR CAMPBELL**

A motion was made by Council member Ferguson and seconded by Council member Leyden to award the Northeast Force Main Replacement Project as presented to VRBA. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**AUTHORIZE A PRELIMINARY CHANGE ORDER UP TO \$30,000.00 FOR THE 2022 ELECTRICAL DISTRIBUTION PROJECT (FC PROJECT 21-1001) FOR THE CONSTRUCTION OF A RETAINING WALL IN THE ALLEY OF THE 1600 BLOCK OF STONE STREET AS RECOMMENDED BY THE BOARD OF PUBLIC WORKS | PUBLIC WORKS DIRECTOR – TREVOR CAMPBELL**

A motion was made by Council member Leyden and seconded by Council member F. Killingsworth to approve the Change Order as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

**CONSIDER DONATION OF THE BUILDING AT 206 EAST 20<sup>TH</sup> STREET FOR CITY USE | COUNCILPERSON – KENNY KILLINGSWORTH**

A motion was made by Council member K. Killingsworth and seconded by Council member F. Killingsworth to decline the proposed donation of the building at 206 East 20<sup>th</sup> Street for city use. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster. Motion carried.

*THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:37pm*

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 Mayor Harkendorff and Council on March 17, 2025; 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 persons 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 persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



## Expense Approval Report

By Fund

Post Dates 3/15/2025 - 4/8/2025

| Vendor Name                       | Payable Number | Post Date  | Description (Item)          | Account Number  | Amount   |
|-----------------------------------|----------------|------------|-----------------------------|-----------------|----------|
| <b>Fund: 100 - General</b>        |                |            |                             |                 |          |
| Farm & City Supply                | 008596         | 04/08/2025 | great stuff big gap         | 100-01-11-52429 | 23.97    |
| OneNeck It Solutions              | pji000083115   | 04/08/2025 | microsoft 365               | 100-01-11-52195 | 81.00    |
| Amazon Capital Services           | 1tlf-lwww-g9fj | 04/08/2025 | under desk printer cart     | 100-01-11-52372 | 33.99    |
| Pro Serv                          | 282413         | 04/08/2025 | savin 311                   | 100-01-11-52118 | 55.00    |
| Pest Control Services of SE NE    | 15007          | 04/08/2025 | service-city hall           | 100-01-11-52199 | 62.50    |
| Quill Corporation                 | 43120913       | 04/08/2025 | ruled pad                   | 100-01-11-52372 | 8.39     |
| Quill Corporation                 | 43120913       | 04/08/2025 | calc tape                   | 100-01-11-52372 | 9.90     |
| Quill Corporation                 | 43165233       | 04/08/2025 | dry erase markers           | 100-01-11-52372 | 13.79    |
| Quill Corporation                 | 43188060       | 04/08/2025 | ink-cc printer              | 100-01-11-52372 | 19.99    |
| Eric Marx                         | 06             | 04/08/2025 | overpayment-land lease      | 100-01-11-60000 | 200.00   |
| Utility Department                | INV06815       | 04/08/2025 | service city hall lease     | 100-01-11-52018 | 33.00    |
| Utility Department                | INV06815       | 04/08/2025 | service city hall lease     | 100-01-11-52019 | 39.90    |
| Utility Department                | INV06816       | 04/08/2025 | service city office         | 100-01-11-52018 | 270.42   |
| Utility Department                | INV06816       | 04/08/2025 | service city office         | 100-01-11-52019 | 102.97   |
| Utility Department                | INV06816       | 04/08/2025 | service city office         | 100-01-11-52020 | 746.48   |
| TASC                              | in03403531     | 04/08/2025 | service hra                 | 100-01-11-52199 | 125.00   |
| OCI Insurance and Financial S     | 3023           | 04/08/2025 | 1095-b servicing/fee        | 100-01-11-52198 | 210.00   |
| General Petty Cash                | INV06835       | 04/08/2025 | postage liens               | 100-01-11-52109 | 16.00    |
| General Petty Cash                | INV06835       | 04/08/2025 | postage liens               | 100-01-11-52109 | 16.00    |
| Southeast Nebraska Communi        | INV06802       | 04/08/2025 | service phone               | 100-01-11-52011 | 609.15   |
| Farm & City Supply                | 008568         | 04/08/2025 | mlw recip trch crb 9" 7t    | 100-01-11-52429 | 18.99    |
| Fund 100 - General Total:         |                |            |                             |                 | 2,696.44 |
| <b>Fund: 110 - Police</b>         |                |            |                             |                 |          |
| Home Lumber Company               | 346412         | 04/08/2025 | trim nails                  | 110-02-21-52093 | 12.79    |
| Home Lumber Company               | 346412         | 04/08/2025 | sandpaper                   | 110-02-21-52093 | 1.49     |
| Home Lumber Company               | 346412         | 04/08/2025 | fascia                      | 110-02-21-52093 | 64.00    |
| OneNeck It Solutions              | pji000083115   | 04/08/2025 | microsoft 365               | 110-02-21-52195 | 112.50   |
| Farm & City Supply                | 017121         | 04/08/2025 | screws                      | 110-02-21-52093 | 6.00     |
| Police Department Petty Cash      | INV06770       | 04/08/2025 | car wash                    | 110-02-21-52014 | 27.00    |
| Police Department Petty Cash      | INV06770       | 04/08/2025 | postage                     | 110-02-21-52387 | 17.52    |
| Harmon's OK Tire                  | 63296          | 04/08/2025 | Tires w/ balance & disposal | 110-02-21-52014 | 348.00   |
| Farm & City Supply                | 017922         | 04/08/2025 | flmn led ed23.5 dl19w       | 110-02-21-52093 | 203.94   |
| Home Lumber Company               | 346665         | 04/08/2025 | trim nails                  | 110-02-21-52093 | 12.79    |
| Home Lumber Company               | 346680         | 04/08/2025 | d roof edge                 | 110-02-21-52093 | 21.98    |
| Home Lumber Company               | 346680         | 04/08/2025 | gutter apron                | 110-02-21-52093 | 21.98    |
| General Petty Cash                | INV06835       | 04/08/2025 | police postage              | 110-02-21-52387 | 31.40    |
| Fund 110 - Police Total:          |                |            |                             |                 | 881.39   |
| <b>Fund: 115 - Animal Control</b> |                |            |                             |                 |          |
| OneNeck It Solutions              | pji000083115   | 04/08/2025 | microsoft 365               | 115-02-23-52195 | 12.50    |
| Utility Department                | INV06812       | 04/08/2025 | service an control          | 115-02-23-52019 | 13.81    |
| Omaha Public Power District       | INV06771       | 04/08/2025 | service animal control      | 115-02-23-52020 | 82.35    |
| Fund 115 - Animal Control Total:  |                |            |                             |                 | 108.66   |
| <b>Fund: 120 - Fire</b>           |                |            |                             |                 |          |
| OneNeck It Solutions              | pji000083115   | 04/08/2025 | microsoft 365               | 120-02-22-52195 | 12.50    |
| Utility Department                | INV06807       | 04/08/2025 | service fire station/hyd    | 120-02-22-52019 | 50.35    |
| Utility Department                | INV06807       | 04/08/2025 | service fire station/hyd    | 120-02-22-52020 | 40.56    |
| Utility Department                | INV06809       | 04/08/2025 | service fire station        | 120-02-22-52018 | 253.02   |
| Utility Department                | INV06809       | 04/08/2025 | service fire station        | 120-02-22-52020 | 354.61   |
| Utility Department                | INV06810       | 04/08/2025 | service fire station/hyd    | 120-02-22-52019 | 4,071.78 |
| Utility Department                | INV06811       | 04/08/2025 | service ambulance bldg      | 120-02-22-52018 | 181.72   |
| Utility Department                | INV06811       | 04/08/2025 | service ambulance bldg      | 120-02-22-52020 | 82.97    |
| O'Reilly Automotive Inc           | 5895-226620    | 04/08/2025 | long nipples                | 120-02-22-52099 | 10.22    |

## Expense Approval Report

Post Dates: 3/15/2025 - 4/8/2025

| Vendor Name                    | Payable Number | Post Date  | Description (Item)     | Account Number  | Amount   |
|--------------------------------|----------------|------------|------------------------|-----------------|----------|
| O'Reilly Automotive Inc        | 5895-226620    | 04/08/2025 | tee                    | 120-02-22-52099 | 8.34     |
| O'Reilly Automotive Inc        | 5895-226620    | 04/08/2025 | air brk ftg            | 120-02-22-52099 | 0.50     |
| Falls City Volunteer Fire Dept | INV06801       | 04/08/2025 | service spectrum cable | 120-02-22-52011 | 65.90    |
| Southeast Nebraska Communi     | INV06802       | 04/08/2025 | service phone          | 120-02-22-52011 | 127.62   |
| Southeast Nebraska Communi     | INV06802       | 04/08/2025 | service phone          | 120-02-22-52011 | 274.30   |
| Fund 120 - Fire Total:         |                |            |                        |                 | 5,534.39 |

## Fund: 130 - Building Inspections &amp; Code Enforcement

|   |              |            |               |                 |       |
|---|--------------|------------|---------------|-----------------|-------|
| OneNeck It Solutions                                      | pji000083115 | 04/08/2025 | microsoft 365 | 130-02-23-52195 | 12.50 |
| Fund 130 - Building Inspections & Code Enforcement Total: |              |            |               |                 | 12.50 |

## Fund: 150 - Parks

|                               |                |            |                                 |                 |           |
|-------------------------------|----------------|------------|---------------------------------|-----------------|-----------|
| Home Lumber Company           | 346392         | 04/08/2025 | lumber                          | 150-05-51-52093 | 81.79     |
| OneNeck It Solutions          | pji000083115   | 04/08/2025 | microsoft 365                   | 150-05-51-52195 | 37.50     |
| Amazon Capital Services       | 1fn6-1cl7-fw7v | 04/08/2025 | cleaning caddy                  | 150-05-51-52429 | 53.58     |
| Falls City Sanitation Service | INV06769       | 04/08/2025 | feb 2025                        | 150-05-51-52085 | 130.00    |
| Farm & City Supply            | 017467         | 04/08/2025 | 24" tarp strap                  | 150-05-51-52429 | 9.95      |
| Farm & City Supply            | 017467         | 04/08/2025 | 18" tarp strap                  | 150-05-51-52429 | 8.95      |
| Amazon Capital Services       | 11dk-lnht-4kmp | 04/08/2025 | commercial door closer          | 150-05-51-52093 | 43.95     |
| Amazon Capital Services       | 11dk-lnht-4kmp | 04/08/2025 | bball net                       | 150-05-51-52093 | 35.96     |
| Home Lumber Company           | 346555         | 04/08/2025 | lumber                          | 150-05-51-52429 | 60.98     |
| Scheitel Feed & Seed          | 05866          | 04/08/2025 | fescue                          | 150-05-51-52429 | 95.00     |
| Farm & City Supply            | 018179         | 04/08/2025 | bolts nuts washers              | 150-05-51-52429 | 0.14      |
| Farm & City Supply            | 018179         | 04/08/2025 | spray paint                     | 150-05-51-52429 | 8.59      |
| Farm & City Supply            | 018198         | 04/08/2025 | edger blade                     | 150-05-51-52429 | 48.00     |
| Falls City Mercantile         | 238474 a       | 04/08/2025 | stainless cleaner               | 150-05-51-52429 | 49.84     |
| Falls City Mercantile         | 238474 a       | 04/08/2025 | clorox clean up                 | 150-05-51-52429 | 58.69     |
| Falls City Mercantile         | 238474 a       | 04/08/2025 | clorox                          | 150-05-51-52429 | 44.14     |
| Falls City Mercantile         | 238474 a       | 04/08/2025 | mr clean                        | 150-05-51-52429 | 39.26     |
| Falls City Mercantile         | 238474 a       | 04/08/2025 | foam delimer                    | 150-05-51-52429 | 25.00     |
| Utility Department            | INV06818       | 04/08/2025 | service legion park             | 150-05-51-52020 | 74.46     |
| Utility Department            | INV06819       | 04/08/2025 | service grandview park          | 150-05-51-52020 | 82.03     |
| Utility Department            | INV06820       | 04/08/2025 | service hartman field           | 150-05-51-52020 | 46.62     |
| Utility Department            | INV06821       | 04/08/2025 | service f&m bank                | 150-05-51-52020 | 45.92     |
| Utility Department            | INV06822       | 04/08/2025 | service snc field               | 150-05-51-52020 | 40.56     |
| Utility Department            | INV06823       | 04/08/2025 | service 4-h barn                | 150-05-51-52020 | 40.56     |
| Utility Department            | INV06824       | 04/08/2025 | service riding club             | 150-05-51-52020 | 40.56     |
| Utility Department            | INV06825       | 04/08/2025 | service parks new shop          | 150-05-51-52019 | 39.90     |
| Utility Department            | INV06825       | 04/08/2025 | service park dept new shop      | 150-05-51-52020 | 233.48    |
| Utility Department            | INV06826       | 04/08/2025 | service camper sites            | 150-05-51-52019 | 48.91     |
| Utility Department            | INV06826       | 04/08/2025 | service camper sites            | 150-05-51-52020 | 49.18     |
| Utility Department            | INV06827       | 04/08/2025 | service lake vball              | 150-05-51-52020 | 40.79     |
| Utility Department            | INV06828       | 04/08/2025 | service lake cabin              | 150-05-51-52020 | 46.39     |
| Utility Department            | INV06829       | 04/08/2025 | service south camper            | 150-05-51-52020 | 40.56     |
| Utility Department            | INV06830       | 04/08/2025 | service north camper            | 150-05-51-52020 | 40.91     |
| Utility Department            | INV06831       | 04/08/2025 | service dallas jones tennis cou | 150-05-51-52020 | 48.72     |
| Utility Department            | INV06832       | 04/08/2025 | service - dallas jones irrr     | 150-05-51-52020 | 41.14     |
| Utility Department            | INV06833       | 04/08/2025 | service - new snack shack       | 150-05-51-52020 | 48.13     |
| Utility Department            | INV06841       | 04/08/2025 | service - old snack shack       | 150-05-51-52020 | 28.20     |
| Farm & City Supply            | 018279         | 03/17/2025 | B700X back pack blower          | 150-05-51-52420 | 566.99    |
| Wolfes Printing               | 3911           | 04/08/2025 | aquatic center punch            | 150-05-51-52429 | 73.85     |
| Husker Electric Supply        | 64152          | 03/26/2025 | KT-SLFLED-LASER-G               | 150-05-51-52420 | 38.00     |
| Husker Electric Supply        | 64152          | 03/26/2025 | KT-SLFLED750-M1-30-YM-750       | 150-05-51-53900 | 40,248.00 |
| Cathryn Hollands              | 03-2025-000312 | 04/08/2025 | Rental AddOn Payment for Ca     | 150-05-51-21600 | 50.00     |
| Brandy Strecker               | 03-2025-000318 | 04/08/2025 | Rental AddOn Payment for Ca     | 150-05-51-21600 | 50.00     |
| Fund 150 - Parks Total:       |                |            |                                 |                 | 42,935.18 |

## Fund: 151 - Auditorim

|                         |                |            |                                 |                 |        |
|-------------------------|----------------|------------|---------------------------------|-----------------|--------|
| OneNeck It Solutions    | pji000083115   | 04/08/2025 | microsoft 365                   | 151-05-51-52195 | 37.50  |
| Farm & City Supply      | 016946         | 04/08/2025 | flex seal                       | 151-05-51-52429 | 109.99 |
| Farm & City Supply      | 016946         | 04/08/2025 | hp good brush flat 4"           | 151-05-51-52429 | 13.18  |
| Amazon Capital Services | 13tg-vr4w-4md6 | 04/08/2025 | sloan royal a-1042-a urinal dia | 151-05-51-52099 | 174.30 |

## Expense Approval Report

Post Dates: 3/15/2025 - 4/8/2025

| Vendor Name                    | Payable Number | Post Date  | Description (Item)              | Account Number  | Amount   |
|--------------------------------|----------------|------------|---------------------------------|-----------------|----------|
| Amazon Capital Services        | 13tg-vr4w-4md6 | 04/08/2025 | sloan a-71 inside cover for slo | 151-05-51-52099 | 10.49    |
| Farm & City Supply             | 017259         | 04/08/2025 | milkhouse heater 1500w          | 151-05-51-52429 | 33.99    |
| Farm & City Supply             | 017259         | 04/08/2025 | thermometer wall white          | 151-05-51-52429 | 3.99     |
| Farm & City Supply             | 017259         | 04/08/2025 | screws                          | 151-05-51-52429 | 0.16     |
| Farm & City Supply             | 017293         | 04/08/2025 | screws                          | 151-05-51-52429 | 0.56     |
| Farm & City Supply             | 017293         | 04/08/2025 | catch draw lk 3-1/2zn           | 151-05-51-52429 | 7.59     |
| Farm & City Supply             | 017293         | 04/08/2025 | screws                          | 151-05-51-52429 | 0.60     |
| Falls City Sanitation Service  | INV06769       | 04/08/2025 | feb 2025                        | 151-05-51-52085 | 130.00   |
| Pest Control Services of SE NE | 15007          | 04/08/2025 | service - aud                   | 151-05-51-52199 | 62.50    |
| Farm & City Supply             | 017928         | 04/08/2025 | keykrafter #68n cp brass        | 151-05-51-52429 | 7.98     |
| Amazon Capital Services        | 1xc9-9t6r-nxfr | 04/08/2025 | urinal pads                     | 151-05-51-52429 | 24.99    |
| Falls City Mercantile          | 238474 a       | 04/08/2025 | toilet bowl cleaner             | 151-05-51-52429 | 58.60    |
| Utility Department             | INV06814       | 04/08/2025 | service aud                     | 151-05-51-52018 | 2,757.42 |
| Utility Department             | INV06814       | 04/08/2025 | service aud                     | 151-05-51-52019 | 391.77   |
| Utility Department             | INV06814       | 04/08/2025 | service aud                     | 151-05-51-52020 | 1,627.64 |
| Southeast Nebraska Communi     | INV06802       | 04/08/2025 | service phone                   | 151-05-51-52011 | 100.22   |
| Jillian Campbell               | 03-2025-000304 | 04/08/2025 | Rental AddOn Payment for Au     | 151-05-51-21600 | 250.00   |
| Jillian Campbell               | 03-2025-000304 | 04/08/2025 | Rental Payment for Prichard A   | 151-05-51-44540 | 100.00   |
| Clint Sailors                  | 03-2025-000306 | 04/08/2025 | Rental AddOn Payment for Au     | 151-05-51-21600 | 250.00   |
| Tiffany Godemann               | 03-2025-000311 | 04/08/2025 | Rental AddOn Payment for Au     | 151-05-51-21600 | 250.00   |
| Fund 151 - Auditorim Total:    |                |            |                                 |                 | 6,403.47 |
| <b>Fund: 170 - Library</b>     |                |            |                                 |                 |          |
| Microfilm Imaging Systems      | 94817          | 04/08/2025 | annual service                  | 170-05-52-52199 | 309.00   |
| OneNeck It Solutions           | pji000083115   | 04/08/2025 | microsoft 365                   | 170-05-52-52195 | 37.50    |
| Falls City Mercantile          | 237840         | 04/08/2025 | paper towels                    | 170-05-52-52429 | 47.32    |
| Falls City Mercantile          | 237840         | 04/08/2025 | toilet tissue                   | 170-05-52-52429 | 74.59    |
| Falls City Sanitation Service  | INV06769       | 04/08/2025 | feb 2025                        | 170-05-52-52085 | 65.00    |
| Farm & City Supply             | 017623         | 04/08/2025 | mulch                           | 170-05-52-52093 | 59.90    |
| Library Petty Cash             | INV06800       | 04/08/2025 | postage                         | 170-05-52-52387 | 426.09   |
| Utility Department             | INV06813       | 04/08/2025 | service library                 | 170-05-52-52018 | 641.40   |
| Utility Department             | INV06813       | 04/08/2025 | service library                 | 170-05-52-52019 | 232.22   |
| Utility Department             | INV06813       | 04/08/2025 | service library                 | 170-05-52-52020 | 1,284.82 |
| Southeast Nebraska Communi     | INV06802       | 04/08/2025 | service phone                   | 170-05-52-52011 | 220.95   |
| Fund 170 - Library Total:      |                |            |                                 |                 | 3,398.79 |
| <b>Fund: 180 - Cemetery</b>    |                |            |                                 |                 |          |
| Falls City Auto Supply         | 75416          | 04/08/2025 | battery                         | 180-05-53-52093 | 119.90   |
| OneNeck It Solutions           | pji000083115   | 04/08/2025 | microsoft 365                   | 180-05-53-52195 | 12.50    |
| Farm & City Supply             | 016932         | 04/08/2025 | cm walll wet/dry vac            | 180-05-53-52429 | 119.99   |
| Jones & Jones                  | 2909           | 04/08/2025 | (3) openings                    | 180-05-53-52199 | 575.00   |
| Jones & Jones                  | 2909           | 04/08/2025 | service                         | 180-05-53-52199 | 950.00   |
| Scheitel Feed & Seed           | 05721          | 04/08/2025 | fescue                          | 180-05-53-52093 | 95.00    |
| Falls City Auto Supply         | 75754          | 04/08/2025 | filters                         | 180-05-53-52014 | 50.22    |
| Falls City Auto Supply         | 75754          | 04/08/2025 | filters                         | 180-05-53-52014 | 43.98    |
| Harmon's OK Tire               | 63416          | 04/08/2025 | service - repairs               | 180-05-53-52014 | 125.00   |
| Utility Department             | INV06817       | 04/08/2025 | service cemetery                | 180-05-53-52020 | 254.83   |
| General Petty Cash             | INV06835       | 04/08/2025 | veh wash                        | 180-05-53-52014 | 10.00    |
| Southeast Nebraska Communi     | INV06802       | 04/08/2025 | service phone                   | 180-05-53-52011 | 99.17    |
| Fund 180 - Cemetery Total:     |                |            |                                 |                 | 2,455.59 |
| <b>Fund: 190 - Streets</b>     |                |            |                                 |                 |          |
| Pinnacle Propane LLC           | 423026         | 04/08/2025 | 100 # cyl                       | 190-03-31-52935 | 82.50    |
| OneNeck It Solutions           | pji000083115   | 04/08/2025 | microsoft 365                   | 190-03-31-52195 | 25.00    |
| Falls City Sanitation Service  | INV06769       | 04/08/2025 | feb 2025                        | 190-03-31-52085 | 65.00    |
| League Association of Risk Ma  | 112704         | 04/08/2025 | insurance - street trucks       | 190-03-31-52160 | 1,059.03 |
| NMC Inc                        | CUI1463677     | 03/31/2025 | gaskets                         | 190-03-31-52015 | 18.72    |
| NMC Inc                        | CUI1463677     | 03/31/2025 | door seal                       | 190-03-31-52015 | 35.86    |
| NMC Inc                        | CUI1463677     | 03/31/2025 | grommets                        | 190-03-31-52015 | 17.14    |
| NMC Inc                        | CUI1463679     | 03/31/2025 | door glass                      | 190-03-31-52015 | 458.17   |
| Richard Gilkerson              | INV06799       | 04/08/2025 | feb/march 2025                  | 190-03-31-52199 | 150.00   |
| Utility Department             | INV06803       | 04/08/2025 | service dist 56 ss stop sign    | 190-03-31-52020 | 43.24    |



## Expense Approval Report

Post Dates: 3/15/2025 - 4/8/2025

| Vendor Name                  | Payable Number | Post Date  | Description (Item)        | Account Number  | Amount    |
|------------------------------|----------------|------------|---------------------------|-----------------|-----------|
| Utility Department           | INV06804       | 04/08/2025 | service dist 56 stop sign | 190-03-31-52020 | 40.91     |
| Utility Department           | INV06805       | 04/08/2025 | service street dept       | 190-03-31-52018 | 803.64    |
| Utility Department           | INV06805       | 04/08/2025 | service street dept       | 190-03-31-52019 | 56.12     |
| Utility Department           | INV06805       | 04/08/2025 | service street dept       | 190-03-31-52020 | 298.72    |
| Utility Department           | INV06806       | 04/08/2025 | service street lights     | 190-03-31-52020 | 5,694.55  |
| KELLER SUPPLY COMPANY        | 1778           | 03/26/2025 | asphalt cold mix          | 190-03-31-52002 | 960.00    |
| Hullman's Ford Lincoln, Inc. | 117218         | 03/27/2025 | coolant recovery tank     | 190-03-31-52015 | 240.78    |
| General Petty Cash           | INV06835       | 04/08/2025 | veh registrations         | 190-03-31-52014 | 32.00     |
| General Petty Cash           | INV06835       | 04/08/2025 | street postage            | 190-03-31-52387 | 31.40     |
| Southeast Nebraska Communi   | INV06802       | 04/08/2025 | service phone             | 190-03-31-52011 | 51.05     |
| Fund 190 - Streets Total:    |                |            |                           |                 | 10,163.83 |

## Fund: 195 - Mechanic Shop

|                                 |             |            |                              |                 |          |
|---------------------------------|-------------|------------|------------------------------|-----------------|----------|
| Power Plan                      | 2400637     | 04/08/2025 | drain plug                   | 195-03-66-52330 | 57.70    |
| O'Reilly Automotive Inc         | 5895-225123 | 04/08/2025 | air filter                   | 195-03-66-52330 | 13.87    |
| Falls City Auto Supply          | 75407       | 04/08/2025 | sensor                       | 195-03-66-52330 | 88.49    |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | seal pin                     | 195-03-66-52330 | 41.30    |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | seal pin                     | 195-03-66-52330 | 43.36    |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | ring sna                     | 195-03-66-52330 | 5.94     |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | seal                         | 195-03-66-52330 | 49.31    |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | ring                         | 195-03-66-52330 | 3.84     |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | elbow in                     | 195-03-66-52330 | 4.15     |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | grommet                      | 195-03-66-52330 | 5.63     |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | elbow ex                     | 195-03-66-52330 | 4.88     |
| Bobcat of Omaha                 | cq3618      | 04/08/2025 | o-ring                       | 195-03-66-52330 | 5.50     |
| Mr Automotive                   | 016698      | 04/08/2025 | filter                       | 195-03-66-52330 | 14.57    |
| Bobcat of Omaha                 | cq3713      | 04/08/2025 | 6686682 ring                 | 195-03-66-52330 | 14.38    |
| O'Reilly Automotive Inc         | 5895-225370 | 04/08/2025 | starter                      | 195-03-66-52330 | 139.61   |
| O'Reilly Automotive Inc         | 5895-225375 | 04/08/2025 | credit                       | 195-03-66-52330 | -40.00   |
| Ditch Witch Under Con           | p53674      | 04/08/2025 | gaskets                      | 195-03-66-52330 | 52.56    |
| Farm & City Supply              | 017124      | 04/08/2025 | screws                       | 195-03-66-52429 | 5.40     |
| Falls City Auto Supply          | 75488       | 04/08/2025 | battery                      | 195-03-66-52330 | 135.68   |
| Falls City Auto Supply          | 75520       | 04/08/2025 | filter                       | 195-03-66-52330 | 7.67     |
| Falls City Auto Supply          | 75571       | 04/08/2025 | tubing                       | 195-03-66-52429 | 3.85     |
| Falls City Auto Supply          | 75571       | 04/08/2025 | pico                         | 195-03-66-52429 | 3.73     |
| Hullman's Ford Lincoln, Inc.    | 117167      | 04/08/2025 | engine oil                   | 195-03-66-52330 | 140.72   |
| Falls City Auto Supply          | 75592       | 04/08/2025 | anco                         | 195-03-66-52330 | 23.98    |
| Falls City Auto Supply          | 75600       | 04/08/2025 | spark plug                   | 195-03-66-52330 | 31.92    |
| Falls City Auto Supply          | 75604       | 04/08/2025 | module                       | 195-03-66-52330 | 33.95    |
| Falls City Auto Supply          | 75604       | 04/08/2025 | cap                          | 195-03-66-52330 | 21.88    |
| Falls City Auto Supply          | 75604       | 04/08/2025 | rotor                        | 195-03-66-52330 | 12.12    |
| Falls City Auto Supply          | 75604       | 04/08/2025 | plug wire                    | 195-03-66-52330 | 6.34     |
| Falls City Auto Supply          | 75604       | 04/08/2025 | coil                         | 195-03-66-52330 | 41.40    |
| Falls City Auto Supply          | 75621       | 04/08/2025 | 8qt oil can                  | 195-03-66-52429 | 25.00    |
| Falls City Auto Supply          | 75622       | 04/08/2025 | clore                        | 195-03-66-52330 | 65.00    |
| Falls City Auto Supply          | 75633       | 04/08/2025 | filter                       | 195-03-66-52330 | 7.67     |
| Falls City Auto Supply          | 75706       | 04/08/2025 | baldwin                      | 195-03-66-52330 | 59.71    |
| Falls City Auto Supply          | 75759       | 04/08/2025 | filter                       | 195-03-66-52330 | 25.96    |
| Falls City Auto Supply          | 75759       | 04/08/2025 | filter                       | 195-03-66-52330 | 8.77     |
| Falls City Auto Supply          | 75759       | 04/08/2025 | filter                       | 195-03-66-52330 | 7.62     |
| Farm & City Supply              | 018134      | 04/08/2025 | amsc4 cush ball mount 4" dro | 195-03-66-52330 | 84.99    |
| Farm & City Supply              | 018135      | 04/08/2025 | spraypaint                   | 195-03-66-52330 | 7.99     |
| Southeast Nebraska Communi      | INV06802    | 04/08/2025 | service phone                | 195-03-66-52011 | 11.28    |
| Fund 195 - Mechanic Shop Total: |             |            |                              |                 | 1,277.72 |

## Fund: 205 - Dispatching

|                               |          |            |                     |                 |        |
|-------------------------------|----------|------------|---------------------|-----------------|--------|
| Language Line Services Inc    | 11557149 | 04/08/2025 | service-police dept | 205-02-24-52199 | 1.18   |
| Southeast Nebraska Communi    | INV06802 | 04/08/2025 | service phone       | 205-02-24-52011 | 709.76 |
| Fund 205 - Dispatching Total: |          |            |                     |                 | 710.94 |

Expense Approval Report

Post Dates: 3/15/2025 - 4/8/2025

| Vendor Name                                      | Payable Number | Post Date  | Description (Item)                                     | Account Number  | Amount    |
|--|----------------|------------|--|-----------------|-----------|
| Fund: 280 - Housing Abatement/Demolition Program |                |            |  |                 |           |
| General Petty Cash                               | INV06835       | 04/08/2025 | postage liens  | 280-06-23-52109 | 193.06    |
|  |                |            | Fund 280 - Housing Abatement/Demolition Program Total: |                 | 193.06    |
|  |                |            | Grand Total:   |                 | 76,771.96 |

## Report Summary

## Fund Summary

| Fund  | Expense Amount   |
|---|------------------|
| 100 - General                                 | 2,696.44         |
| 110 - Police                                  | 881.39           |
| 115 - Animal Control                          | 108.66           |
| 120 - Fire                                    | 5,534.39         |
| 130 - Building Inspections & Code Enforcement | 12.50            |
| 150 - Parks                                   | 42,935.18        |
| 151 - Auditorim                               | 6,403.47         |
| 170 - Library                                 | 3,398.79         |
| 180 - Cemetery                                | 2,455.59         |
| 190 - Streets                                 | 10,163.83        |
| 195 - Mechanic Shop                           | 1,277.72         |
| 205 - Dispatching                             | 710.94           |
| 280 - Housing Abatement/Demolition Program    | 193.06           |
| <b>Grand Total:</b>                           | <b>76,771.96</b> |

## Account Summary

| Account Number  | Account Name             | Expense Amount |
|-----------------|--------------------------|----------------|
| 100-01-11-52011 | Telephone                | 609.15         |
| 100-01-11-52018 | Heat/Gas Expense         | 303.42         |
| 100-01-11-52019 | Water/Sewer Expense      | 142.87         |
| 100-01-11-52020 | Electric Expense         | 746.48         |
| 100-01-11-52109 | Legal Expense            | 32.00          |
| 100-01-11-52118 | Printing & Publishing    | 55.00          |
| 100-01-11-52195 | Technology Services      | 81.00          |
| 100-01-11-52198 | Other Professional Servi | 210.00         |
| 100-01-11-52199 | Other Contractual Servic | 187.50         |
| 100-01-11-52372 | Office Supplies          | 86.06          |
| 100-01-11-52429 | Supplies & Materials     | 42.96          |
| 100-01-11-60000 | Transfers Out            | 200.00         |
| 110-02-21-52014 | Vehicle/Equipment Main   | 375.00         |
| 110-02-21-52093 | Building/Grounds Maint   | 344.97         |
| 110-02-21-52195 | Technology Services      | 112.50         |
| 110-02-21-52387 | Postage/Shipping         | 48.92          |
| 115-02-23-52019 | Water/Sewer Expense      | 13.81          |
| 115-02-23-52020 | Electric Expense         | 82.35          |
| 115-02-23-52195 | Technology Services      | 12.50          |
| 120-02-22-52011 | Telephone                | 467.82         |
| 120-02-22-52018 | Heat/Gas Expense         | 434.74         |
| 120-02-22-52019 | Water/Sewer Expense      | 4,122.13       |
| 120-02-22-52020 | Electric Expense         | 478.14         |
| 120-02-22-52099 | Other Maintenance & R    | 19.06          |
| 120-02-22-52195 | Technology Services      | 12.50          |
| 130-02-23-52195 | Technology Services      | 12.50          |
| 150-05-51-21600 | Deposits Payable         | 100.00         |
| 150-05-51-52019 | Water/Sewer Expense      | 88.81          |
| 150-05-51-52020 | Electric Expense         | 988.21         |
| 150-05-51-52085 | Refuse/Recycling         | 130.00         |
| 150-05-51-52093 | Building/Grounds Maint   | 161.70         |
| 150-05-51-52195 | Technology Services      | 37.50          |
| 150-05-51-52420 | Small Equipment          | 604.99         |
| 150-05-51-52429 | Supplies & Materials     | 575.97         |
| 150-05-51-53900 | Other Capital Outlay     | 40,248.00      |
| 151-05-51-21600 | Deposits Payable         | 750.00         |
| 151-05-51-44540 | Rent                     | 100.00         |
| 151-05-51-52011 | Telephone                | 100.22         |
| 151-05-51-52018 | Heat/Gas Expense         | 2,757.42       |
| 151-05-51-52019 | Water/Sewer Expense      | 391.77         |

**Account Summary**

| Account Number  | Account Name             | Expense Amount   |
|-----------------|--------------------------|------------------|
| 151-05-51-52020 | Electric Expense         | 1,627.64         |
| 151-05-51-52085 | Refuse/Recycling         | 130.00           |
| 151-05-51-52099 | Other Maintenance & R    | 184.79           |
| 151-05-51-52195 | Technology Services      | 37.50            |
| 151-05-51-52199 | Other Contractual Servic | 62.50            |
| 151-05-51-52429 | Supplies & Materials     | 261.63           |
| 170-05-52-52011 | Telephone                | 220.95           |
| 170-05-52-52018 | Heat/Gas Expense         | 641.40           |
| 170-05-52-52019 | Water/Sewer Expense      | 232.22           |
| 170-05-52-52020 | Electric Expense         | 1,284.82         |
| 170-05-52-52085 | Refuse/Recycling         | 65.00            |
| 170-05-52-52093 | Building/Grounds Maint   | 59.90            |
| 170-05-52-52195 | Technology Services      | 37.50            |
| 170-05-52-52199 | Other Contractual Servic | 309.00           |
| 170-05-52-52387 | Postage/Shipping         | 426.09           |
| 170-05-52-52429 | Supplies & Materials     | 121.91           |
| 180-05-53-52011 | Telephone                | 99.17            |
| 180-05-53-52014 | Vehicle/Equipment Main   | 229.20           |
| 180-05-53-52020 | Electric Expense         | 254.83           |
| 180-05-53-52093 | Building/Grounds Maint   | 214.90           |
| 180-05-53-52195 | Technology Services      | 12.50            |
| 180-05-53-52199 | Other Contractual Servic | 1,525.00         |
| 180-05-53-52429 | Supplies & Materials     | 119.99           |
| 190-03-31-52002 | Asphalt-Cold Mix         | 960.00           |
| 190-03-31-52011 | Telephone                | 51.05            |
| 190-03-31-52014 | Vehicle/Equipment Main   | 32.00            |
| 190-03-31-52015 | Vehicle/Equipment Repa   | 770.67           |
| 190-03-31-52018 | Heat/Gas Expense         | 803.64           |
| 190-03-31-52019 | Water/Sewer Expense      | 56.12            |
| 190-03-31-52020 | Electricity Expense      | 6,077.42         |
| 190-03-31-52085 | Refuse/Recycling         | 65.00            |
| 190-03-31-52160 | Insurance Expense        | 1,059.03         |
| 190-03-31-52195 | Technology Services      | 25.00            |
| 190-03-31-52199 | Other Contractual Servic | 150.00           |
| 190-03-31-52387 | Postage/Freight          | 31.40            |
| 190-03-31-52935 | Other Supplies           | 82.50            |
| 195-03-66-52011 | Telephone                | 11.28            |
| 195-03-66-52330 | Merchandise for Resale   | 1,228.46         |
| 195-03-66-52429 | Supplies & Materials     | 37.98            |
| 205-02-24-52011 | Telephone                | 709.76           |
| 205-02-24-52199 | Other Contractual Servic | 1.18             |
| 280-06-23-52109 | Legal Expense            | 193.06           |
|                 | <b>Grand Total:</b>      | <b>76,771.96</b> |

**Project Account Summary**

| Project Account Key | Expense Amount   |
|---------------------|------------------|
| **None**            | 76,771.96        |
| <b>Grand Total:</b> | <b>76,771.96</b> |





## Expense Approval Report

By Fund

Post Dates - 4/8/2025

| Vendor Name                   | Payable Number | Post Date  | Description (Item)              | Account Number  | Amount    |
|-------------------------------|----------------|------------|---------------------------------|-----------------|-----------|
| Fund: 600 - Electric          |                |            |                                 |                 |           |
| IES Commercial Inc            | app 9          | 04/08/2025 | 2022 electrical dist improvem   | 600-07-61-53550 | 35,902.26 |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | environ. specialist labor       | 600-07-00-52199 | 1,806.25  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | CEMS                            | 600-07-00-52199 | 1,700.00  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | per diem                        | 600-07-00-52199 | 2,220.00  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | project manager labor           | 600-07-00-52199 | 2,125.00  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | vehicles                        | 600-07-00-52199 | 170.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | mobile lab                      | 600-07-00-52199 | 300.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | environ. specialist labor       | 600-07-00-52199 | 1,806.25  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | expendables                     | 600-07-00-52199 | 300.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | generator                       | 600-07-00-52199 | 300.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | particulate analyses            | 600-07-00-52199 | 400.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | mobilization/demobilization     | 600-07-00-52199 | 3,500.00  |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | report                          | 600-07-00-52199 | 750.00    |
| WESTERN ENVIRONMENTAL S       | 0027357-IN w   | 03/25/2025 | sample train                    | 600-07-00-52199 | 300.00    |
| Farm & City Supply            | 016859         | 04/08/2025 | nyalox wire wheel 240g          | 600-07-62-52420 | 16.11     |
| Farm & City Supply            | 016859         | 04/08/2025 | nyalox wire cup 240g            | 600-07-62-52420 | 16.11     |
| Farm & City Supply            | 016859         | 04/08/2025 | ultra black gaskets 3.35oz      | 600-07-62-52420 | 9.67      |
| OneNeck It Solutions          | pji0000083115  | 04/08/2025 | microsoft 365                   | 600-07-61-52195 | 106.00    |
| OneNeck It Solutions          | pji0000083115  | 04/08/2025 | microsoft 365                   | 600-07-62-52195 | 25.00     |
| McMaster-Carr                 | 41467569       | 04/08/2025 | corrosion-resistant fully threa | 600-07-62-52429 | 38.21     |
| Husker Electric Supply        | 62798          | 03/18/2025 | sawzall blades Lennox 614R (E   | 600-07-00-10500 | 160.71    |
| Husker Electric Supply        | 62798          | 03/18/2025 | Coupling, Compression 1/2" E    | 600-07-00-10500 | 5.64      |
| Husker Electric Supply        | 62798          | 03/18/2025 | Knockout, 1/2" Midwest #337     | 600-07-00-10500 | 1.83      |
| Quadient                      | 17668709       | 04/08/2025 | 1-gal btll sure seal            | 600-07-62-52372 | 15.66     |
| Falls City Sanitation Service | INV06774       | 04/08/2025 | trash feb 2025                  | 600-07-61-52085 | 65.00     |
| Falls City Sanitation Service | INV06774       | 04/08/2025 | trash feb 2025                  | 600-07-62-52085 | 130.00    |
| Farm & City Supply            | 017370         | 04/08/2025 | osc uf xmtl 1-3/8" 3pk          | 600-07-62-52420 | 48.36     |
| Farm & City Supply            | 017370         | 04/08/2025 | ball valve                      | 600-07-62-52420 | 42.98     |
| Quill Corportation            | 043120913      | 04/08/2025 | calc tape, ruled pads           | 600-07-61-52372 | 4.58      |
| Farm & City Supply            | 017393         | 04/08/2025 | keykrafter #95 brass            | 600-07-62-52429 | 8.58      |
| Quill Corportation            | 043165233      | 04/08/2025 | dry erase markers               | 600-07-61-52372 | 3.45      |
| Farm & City Supply            | 017592         | 04/08/2025 | chain proof 5/16" zn 75'        | 600-07-62-52420 | 16.10     |
| Farm & City Supply            | 017592         | 04/08/2025 | link chain lp 3/8x1-5/8"        | 600-07-62-52420 | 2.78      |
| Amazon Capital Services       | qwtm-9wkf-gv9c | 04/08/2025 | storage boxes                   | 600-07-61-52372 | 24.62     |
| Farm & City Supply            | 017799         | 04/08/2025 | caulkgun smoothrod3:1 tr        | 600-07-62-52420 | 10.74     |
| Farm & City Supply            | 017799         | 04/08/2025 | siliconell w&d clr10.1oz        | 600-07-62-52420 | 41.89     |
| Home Lumber Company           | 346615         | 04/08/2025 | sill foam                       | 600-07-62-52429 | 9.67      |
| Home Lumber Company           | 346615         | 04/08/2025 | concrete scrw                   | 600-07-62-52429 | 25.99     |
| Home Lumber Company           | 346615         | 04/08/2025 | ecolife treated kd after treatm | 600-07-62-52429 | 80.57     |
| Home Lumber Company           | 346616         | 04/08/2025 | galv roll flashing              | 600-07-62-52429 | 4.06      |
| Farm & City Supply            | 017872         | 04/08/2025 | screws                          | 600-07-62-52429 | 10.75     |
| Farm & City Supply            | 017872         | 04/08/2025 | red grnt hmr bit 7/32x6         | 600-07-62-52429 | 18.47     |
| Farm & City Supply            | 017873         | 04/08/2025 | screws                          | 600-07-62-52429 | 4.45      |
| Farm & City Supply            | 017873         | 04/08/2025 | screws                          | 600-07-62-52429 | 4.44      |
| Farm & City Supply            | 017881         | 04/08/2025 | red grnt hmr bit 5/32x6"        | 600-07-62-52429 | 8.16      |
| Farm & City Supply            | 017881         | 04/08/2025 | screws                          | 600-07-62-52429 | 4.45      |
| Home Lumber Company           | 346630         | 04/08/2025 | sill foam                       | 600-07-62-52429 | 9.68      |
| Home Lumber Company           | 346630         | 04/08/2025 | dap 10oz clear silicone         | 600-07-62-52429 | 15.03     |
| Home Lumber Company           | 346630         | 04/08/2025 | 1/4x3-1/4 fl hd concrete scrw   | 600-07-62-52429 | 5.58      |
| El Camino Electric            | ELC3111        | 03/18/2025 | 2423 Barada disconnect          | 600-07-61-52094 | 1,685.90  |
| El Camino Electric            | ELC3112        | 03/18/2025 | new disconnet 2414 Towle        | 600-07-61-52094 | 2,411.30  |
| Farm & City Supply            | 017923         | 04/08/2025 | sealant orng plyrtn 12oz        | 600-07-62-52420 | 174.03    |
| Farm & City Supply            | 017923         | 04/08/2025 | 1lb 9x2-1/2 int wood screw      | 600-07-62-52420 | 8.38      |

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| Vendor Name                   | Payable Number | Post Date  | Description (Item)              | Account Number  | Amount     |
|-------------------------------|----------------|------------|---------------------------------|-----------------|------------|
| Farm & City Supply            | 017972         | 04/08/2025 | nipple galv 2"x5"               | 600-07-62-52429 | 12.89      |
| Farm & City Supply            | 017972         | 04/08/2025 | union grnd joint 2" galv        | 600-07-62-52429 | 35.46      |
| Home Lumber Company           | 346660         | 04/08/2025 | u-type 4" btm weatherstrip      | 600-07-62-52429 | 73.85      |
| Home Lumber Company           | 346660         | 04/08/2025 | 2x4x8 greyflexx ins board       | 600-07-62-52429 | 257.94     |
| Farm & City Supply            | 018018         | 04/08/2025 | torch kit                       | 600-07-62-52429 | 24.71      |
| Helena Chemical Co            | 218579939      | 04/08/2025 | fescue 5 way lawn mix           | 600-07-62-52429 | 101.05     |
| Border States                 | 930022334      | 04/08/2025 | int-wp1010mxd 1g xtra duty l    | 600-07-61-52429 | 17.43      |
| Amazon Capital Services       | INV06845       | 04/08/2025 | schneider light block           | 600-07-62-52429 | 176.50     |
| Farm & City Supply            | 018115         | 04/08/2025 | tee mall 2" galv                | 600-07-62-52429 | 34.39      |
| Farm & City Supply            | 018115         | 04/08/2025 | bushing 2x1" galv               | 600-07-62-52429 | 18.26      |
| Farm & City Supply            | 018115         | 04/08/2025 | bushing hex 1x3/4" galv         | 600-07-62-52429 | 8.59       |
| Farm & City Supply            | 018115         | 04/08/2025 | pipe joint compound 4oz         | 600-07-62-52429 | 8.59       |
| Amazon Capital Services       | 1VM9-1G9K-D11W | 03/17/2025 | Cressfield high-back executive  | 600-07-61-53615 | 1,359.92   |
| Utility Department            | INV06776       | 04/08/2025 | inb bldg                        | 600-07-61-52018 | 195.34     |
| Utility Department            | INV06776       | 04/08/2025 | inv bldg                        | 600-07-61-52019 | 90.21      |
| Utility Department            | INV06776       | 04/08/2025 | inv bldg                        | 600-07-61-52020 | 495.50     |
| Utility Department            | INV06777       | 04/08/2025 | power plant                     | 600-07-62-52018 | 6,155.44   |
| Utility Department            | INV06777       | 04/08/2025 | power plant                     | 600-07-62-52020 | 566.39     |
| Utility Department            | INV06778       | 04/08/2025 | station power                   | 600-07-62-52020 | 1,897.62   |
| Utility Department            | INV06779       | 04/08/2025 | station power                   | 600-07-62-52020 | 5,704.09   |
| Utility Department            | INV06780       | 04/08/2025 | plant water/hi-low              | 600-07-62-52019 | 286.37     |
| Utility Department            | INV06781       | 04/08/2025 | power plant                     | 600-07-62-52018 | 536.15     |
| Utility Department            | INV06782       | 04/08/2025 | power plant unit 9              | 600-07-62-52018 | 523.76     |
| Utility Department            | INV06782       | 04/08/2025 | power plant unit 9              | 600-07-62-52020 | 2,874.96   |
| Utility Department            | INV06783       | 04/08/2025 | power plant water dept          | 600-07-62-52020 | 2,785.98   |
| Utility Department            | INV06784       | 04/08/2025 | power plant water dept          | 600-07-62-52020 | 254.01     |
| Amazon Capital Services       | 1rnw-n14c-c6g1 | 04/08/2025 | 3 1/2" perforated paper 20lbs   | 600-07-62-52372 | 85.70      |
| Municipal Energy Agency of N  | 308398         | 04/08/2025 | service                         | 600-07-00-52303 | 69,768.37  |
| Wesco Distribution            | 534937         | 03/18/2025 | #2 tap wire TAP02CUSTR-00 {     | 600-07-00-10500 | 1,040.06   |
| Ken Richey                    | INV06834       | 04/08/2025 | Refund - correct billing        | 600-07-00-60000 | 2,418.02   |
| Farmers Cooperative           | 077699         | 03/31/2025 | ULSD #1/2 BLENDED DIESEL F      | 600-07-00-10501 | 19,092.00  |
| Farmers Cooperative           | 077700         | 03/31/2025 | ULSD #1/2 BLENDED DIESEL F      | 600-07-00-10501 | 8,256.00   |
| Wartsila North America Inc    | 1102323083     | 03/21/2025 | pressure transmitter W20V34     | 600-07-62-52096 | 1,383.61   |
| Smith Auto Inc                | 142672         | 03/19/2025 | used tailgate                   | 600-07-61-52015 | 375.00     |
| N & N                         | 86-789         | 03/25/2025 | delivery of 25 yd roll off dump | 600-07-61-52085 | 325.00     |
| N & N                         | 86-789         | 03/25/2025 | dump fee                        | 600-07-61-52085 | 222.63     |
| TASC                          | in3403531      | 04/08/2025 | hra fees                        | 600-07-00-52199 | 31.25      |
| Amazon Capital Services       | A3V2JOLIE9VH5U | 03/25/2025 | Waterfree Urinal cartridge #1   | 600-07-00-10500 | 678.48     |
| Farmers Cooperative           | 006303         | 03/31/2025 | ULSD #1/2 BLENDED DIESEL F      | 600-07-00-10501 | 19,092.00  |
| Power Monitors, Inc           | i0044922       | 04/08/2025 | service                         | 600-07-61-52420 | 87.15      |
| OCI Insurance and Financial S | 03023          | 04/08/2025 | 1095b service/fee               | 600-07-00-52198 | 52.50      |
| Utility Department Petty Cash | INV06836       | 04/08/2025 | front counter shortage          | 600-07-00-60000 | 10.00      |
| Utility Department Petty Cash | INV06836       | 04/08/2025 | travel-line crew                | 600-07-61-51310 | 374.00     |
| Utility Department Petty Cash | INV06836       | 04/08/2025 | office supplies-water           | 600-07-62-52372 | 8.34       |
| Utility Department Petty Cash | INV06836       | 04/08/2025 | power plant postage             | 600-07-62-52387 | 31.65      |
| Utility Department Petty Cash | INV06836       | 04/08/2025 | supplies - water/plates/bowls   | 600-07-62-52429 | 20.65      |
| Dutton-Lainson Co             | S39878-1       | 03/28/2025 | pedestal Mclean/highline #12    | 600-07-00-10500 | 12,421.63  |
| Southeast Nebraska Communi    | INV06775       | 04/08/2025 | service                         | 600-07-61-52011 | 567.30     |
| Southeast Nebraska Communi    | INV06775       | 04/08/2025 | service                         | 600-07-62-52011 | 63.34      |
| Fund 600 - Electric Total:    |                |            |                                 |                 | 217,754.77 |
| <b>Fund: 610 - Water</b>      |                |            |                                 |                 |            |
| Farm & City Supply            | 016863         | 04/08/2025 | washer asst aerator 4605        | 610-07-65-52429 | 2.14       |
| Mississippi Lime Co           | cd69186        | 04/08/2025 | quicklime                       | 610-07-65-52300 | 9,950.47   |
| OneNeck It Solutions          | pji0000083115  | 04/08/2025 | microsoft 365                   | 610-07-65-52195 | 12.50      |
| Quadient                      | 17668709       | 04/08/2025 | 1-gal bttl sure seal            | 610-07-65-52372 | 15.68      |
| Quill Corportation            | 043120913      | 04/08/2025 | calc tape, ruled pads           | 610-07-65-52372 | 4.57       |
| Quill Corportation            | 043165233      | 04/08/2025 | dry erase markers               | 610-07-65-52372 | 3.45       |
| Amazon Capital Services       | qwrm-9wxf-gv9c | 04/08/2025 | storage boxes                   | 610-07-65-52372 | 24.62      |
| Nebraska Public Health Enviro | 588657         | 04/08/2025 | service                         | 610-07-65-52198 | 225.00     |
| Falls City Auto Supply        | 75708          | 04/08/2025 | hipower ll vbelt                | 610-07-65-52096 | 57.27      |

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| Vendor Name                   | Payable Number            | Post Date  | Description (Item)             | Account Number                 | Amount           |
|-------------------------------|---------------------------|------------|--------------------------------|--------------------------------|------------------|
| Falls City Auto Supply        | 75708                     | 04/08/2025 | floor dry                      | 610-07-65-52096                | 25.78            |
| Edwards Chemicals             | in187313                  | 04/08/2025 | chlorine, chemicals            | 610-07-65-52300                | 401.30           |
| Farm & City Supply            | 017925                    | 04/08/2025 | sprypnt 2x gls sage 12oz       | 610-07-65-52429                | 13.98            |
| Farm & City Supply            | 017925                    | 04/08/2025 | grind stone carb 3/16"         | 610-07-65-52429                | 10.31            |
| Farm & City Supply            | 017925                    | 04/08/2025 | spray bottle rd/wht 16oz       | 610-07-65-52429                | 6.00             |
| Farm & City Supply            | 017925                    | 04/08/2025 | protector hearing muff         | 610-07-65-52429                | 24.71            |
| Farm & City Supply            | 017925                    | 04/08/2025 | cutter dremel 1/8"hs           | 610-07-65-52429                | 15.04            |
| Utility Department            | INV06785                  | 04/08/2025 | water tower                    | 610-07-65-52020                | 167.95           |
| Utility Department            | INV06786                  | 04/08/2025 | rulo water collector well      | 610-07-65-52020                | 8,504.08         |
| Utility Department            | INV06787                  | 04/08/2025 | rulo water plant north well    | 610-07-65-52020                | 720.94           |
| Amazon Capital Services       | 1rnw-n14c-c6g1            | 04/08/2025 | 3 1/2" perforated paper 20lbs  | 610-07-65-52372                | 85.70            |
| Amazon Capital Services       | 1YTC-LGPK-GLXN            | 03/18/2025 | Cressfield high back chair     | 610-07-65-53615                | 339.98           |
| TASC                          | in3403531                 | 04/08/2025 | hra fees                       | 610-07-65-52199                | 31.25            |
| Municipal Supply, Inc of Oma  | 0936132-IN                | 03/21/2025 | 3/4" IPS stiffener (W918)      | 610-07-00-10500                | 48.59            |
| Municipal Supply, Inc of Oma  | 0936132-IN                | 03/21/2025 | 4" MJ BOLT ACCESS PK (W171     | 610-07-00-10500                | 43.00            |
| Municipal Supply, Inc of Oma  | 0936132-IN                | 03/21/2025 | 1" Compression corp CC x CTS   | 610-07-00-10500                | 354.75           |
| Husker Electric Supply        | 63944                     | 04/08/2025 | 1" pvc schedule 40 conduit     | 610-07-65-52096                | 163.40           |
| OCI Insurance and Financial S | 03023                     | 04/08/2025 | 1095b service/fee              | 610-07-65-52198                | 52.50            |
| Lincoln Winwater Works Co     | 109756 01                 | 03/31/2025 | 2" ball valve brass LFFBV-3C { | 610-07-00-10500                | 137.06           |
| Lincoln Winwater Works Co     | 109756 01                 | 03/31/2025 | 4" x 1" CC repair saddle FC202 | 610-07-00-10500                | 270.13           |
| Utility Department Petty Cash | INV06836                  | 04/08/2025 | travel-rulo water              | 610-07-65-51310                | 380.00           |
| Utility Department Petty Cash | INV06836                  | 04/08/2025 | office supplies-water          | 610-07-65-52372                | 8.34             |
| Utility Department Petty Cash | INV06836                  | 04/08/2025 | water sample postage           | 610-07-65-52387                | 196.20           |
| Utility Department Petty Cash | INV06836                  | 04/08/2025 | supplies - water/plates/bowls  | 610-07-65-52429                | 20.65            |
| Southeast Nebraska Communi    | INV06775                  | 04/08/2025 | service                        | 610-07-65-52011                | 315.41           |
| Southeast Nebraska Communi    | INV06775                  | 04/08/2025 | service                        | 610-07-65-52011                | 50.00            |
|                               |                           |            |                                | <b>Fund 610 - Water Total:</b> | <b>22,682.75</b> |
| <b>Fund: 620 - Gas</b>        |                           |            |                                |                                |                  |
| OneNeck It Solutions          | pji0000083115             | 04/08/2025 | microsoft 365                  | 620-07-63-52195                | 62.50            |
| Kawres                        | 22173                     | 04/08/2025 | ink                            | 620-07-63-52372                | 53.21            |
| ENERGY WORLDNET INC           | bd0028453                 | 04/08/2025 | operator qualification         | 620-07-63-51310                | 106.38           |
| Quadient                      | 17668709                  | 04/08/2025 | 1-gal bttl sure seal           | 620-07-63-52372                | 15.68            |
| One Call Concepts, Inc        | 5020132                   | 04/08/2025 | service - locate               | 620-07-63-52199                | 25.30            |
| Falls City Sanitation Service | INV06774                  | 04/08/2025 | trash feb 2025                 | 620-07-63-52085                | 65.00            |
| Quill Corportation            | 043120913                 | 04/08/2025 | calc tape, ruled pads          | 620-07-63-52372                | 4.57             |
| Quill Corportation            | 043165233                 | 04/08/2025 | dry erase markers              | 620-07-63-52372                | 3.45             |
| Amazon Capital Services       | qwtm-9wkf-gv9c            | 04/08/2025 | storage boxes                  | 620-07-63-52372                | 24.62            |
| Border States                 | 930010545                 | 03/27/2025 | 1 1/4" IPS coupling Central EF | 620-07-63-10500                | 149.21           |
| Amazon Capital Services       | 1kmp-qhg1-xc9j            | 04/08/2025 | alkosin 26" trailer tongue too | 620-07-63-52420                | 115.99           |
| ENERGY WORLDNET INC           | BD0028889                 | 03/18/2025 | operator qualifications        | 620-07-63-51310                | 1,276.50         |
| ENERGY WORLDNET INC           | BD0028889                 | 03/18/2025 | annual services & updates      | 620-07-63-51310                | 458.85           |
| ENERGY WORLDNET INC           | BD0028889                 | 03/18/2025 | inactive users                 | 620-07-63-51310                | 25.00            |
| Utility Department            | INV06788                  | 04/08/2025 | gas n mclean                   | 620-07-63-52020                | 65.64            |
| Utility Department            | INV06789                  | 04/08/2025 | gas s fulton                   | 620-07-63-52020                | 53.26            |
| Utility Department            | INV06790                  | 04/08/2025 | gas dept office                | 620-07-63-52018                | 340.69           |
| Utility Department            | INV06790                  | 04/08/2025 | gas dept office                | 620-07-63-52019                | 62.11            |
| Utility Department            | INV06790                  | 04/08/2025 | gas dept office                | 620-07-63-52020                | 172.85           |
| Utility Department            | INV06791                  | 04/08/2025 | gas pipe bldg                  | 620-07-63-52020                | 85.81            |
| Utility Department            | INV06792                  | 04/08/2025 | gas w 21st                     | 620-07-63-52020                | 67.15            |
| Utility Department            | INV06793                  | 04/08/2025 | gas s fulton                   | 620-07-63-52020                | 78.70            |
| Utility Department            | INV06794                  | 04/08/2025 | gas w 14th st                  | 620-07-63-52020                | 63.71            |
| Utility Department            | INV06796                  | 04/08/2025 | wwtp                           | 620-07-63-52018                | 934.81           |
| Industrial Sales Company Inc  | 1187848-000               | 03/17/2025 | 1 1/4" IPS poly valve PE4710   | 620-07-63-10500                | 177.76           |
| Industrial Sales Company Inc  | 1187848-000               | 03/17/2025 | Elbow 1" 90 deg Blk (G4013)    | 620-07-63-10500                | 1,044.90         |
| Industrial Sales Company Inc  | 1189200-000 & 1189200-001 | 03/26/2025 | valve box ring Pentek (G4131)  | 620-07-63-10500                | 271.98           |
| Industrial Sales Company Inc  | 1189200-000 & 1189200-001 | 03/26/2025 | road box lid ISC #3800040500   | 620-07-63-10500                | 280.73           |
| Industrial Sales Company Inc  | 1189200-000 & 1189200-001 | 03/26/2025 | valve box top and bottom Pen   | 620-07-63-10500                | 247.65           |
| Industrial Sales Company Inc  | 1190754-000               | 03/17/2025 | Nipple 1" x 8: Blk (G4039)     | 620-07-63-10500                | 20.54            |
| Industrial Sales Company Inc  | 1190754-000               | 03/17/2025 | Elbow 1" 90 deg Blk (G4013)    | 620-07-63-10500                | 139.32           |
| Industrial Sales Company Inc  | 1190756-000               | 03/17/2025 | 1 1/4" IPS poly cap PE4710 Ce  | 620-07-63-10500                | 24.19            |

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| Vendor Name                   | Payable Number  | Post Date  | Description (Item)             | Account Number                      | Amount            |
|-------------------------------|-----------------|------------|--------------------------------|-------------------------------------|-------------------|
| Industrial Sales Company Inc  | 1190756-000     | 03/17/2025 | 2" IPS poly cap PE4710 PERF 1  | 620-07-63-10500                     | 20.90             |
| Industrial Sales Company Inc  | 1190757-000     | 03/17/2025 | Coupling 1 1/4" x 1" Blk RED ( | 620-07-63-10500                     | 30.31             |
| Amazon Capital Services       | 1rnw-n14c-c6g1  | 04/08/2025 | 3 1/2" perforated paper 20lbs  | 620-07-63-52372                     | 85.70             |
| TASC                          | in3403531       | 04/08/2025 | hra fees                       | 620-07-63-52199                     | 31.25             |
| Amazon Capital Services       | 1WF6-PTC-J-371Y | 03/25/2025 | BRUSH - 2" PAINT (G4568)       | 620-07-63-10500                     | 17.95             |
| OCI Insurance and Financial S | 03023           | 04/08/2025 | 1095b service/fee              | 620-07-63-52198                     | 52.50             |
| Utility Department Petty Cash | INV06836        | 04/08/2025 | office supplies-water          | 620-07-63-52372                     | 8.33              |
| Utility Department Petty Cash | INV06836        | 04/08/2025 | supplies - water/plates/bowls  | 620-07-63-52429                     | 20.65             |
| Southeast Nebraska Communi    | INV06775        | 04/08/2025 | service                        | 620-07-63-52011                     | 56.97             |
|                               |                 |            |                                | <b>Fund 620 - Gas Total:</b>        | <b>6,842.62</b>   |
| <b>Fund: 630 - Wastewater</b> |                 |            |                                |                                     |                   |
| Mc2, INC.                     | 029638          | 04/08/2025 | Item # 1001862, BIOFUSER SE    | 630-07-64-52096                     | 4,775.00          |
| Farm & City Supply            | 016846          | 04/08/2025 | ace rstp cntl blu 15oz         | 630-07-64-52093                     | 12.00             |
| OneNeck It Solutions          | pji0000083115   | 04/08/2025 | microsoft 365                  | 630-07-64-52195                     | 50.00             |
| Farm & City Supply            | 016935          | 04/08/2025 | grade 5 bolts nuts washers     | 630-07-64-52096                     | 4.16              |
| Farm & City Supply            | 016935          | 04/08/2025 | tap plug 1/4"-20nc c           | 630-07-64-52096                     | 6.59              |
| Farm & City Supply            | 016935          | 04/08/2025 | wrench tap/ream adj-1/2        | 630-07-64-52096                     | 23.99             |
| Quadient                      | 17668709        | 04/08/2025 | 1-gal btlt sure seal           | 630-07-64-52372                     | 15.68             |
| Percival Culligan Water       | 22634           | 04/08/2025 | bottled water                  | 630-07-64-52300                     | 9.75              |
| Falls City Auto Supply        | 75455           | 04/08/2025 | antigel                        | 630-07-64-52099                     | 21.20             |
| Brown County Transfer         | 152963          | 04/08/2025 | service                        | 630-07-64-52085                     | 225.00            |
| Falls City Sanitation Service | INV06774        | 04/08/2025 | trash feb 2025                 | 630-07-64-52085                     | 90.00             |
| Farm & City Supply            | 017337          | 04/08/2025 | 1/2" dr universal joint impact | 630-07-64-52420                     | 19.99             |
| Quill Corporation             | 043120913       | 04/08/2025 | calc tape, ruled pads          | 630-07-64-52372                     | 4.57              |
| Midwest Laboratories, Inc     | 1225352         | 04/08/2025 | chemicals                      | 630-07-64-52199                     | 148.44            |
| Falls City Auto Supply        | 75552           | 04/08/2025 | kti                            | 630-07-64-52429                     | 99.99             |
| Falls City Auto Supply        | 75552           | 04/08/2025 | seafoam                        | 630-07-64-52429                     | 69.88             |
| Quill Corporation             | 043165233       | 04/08/2025 | dry erase markers              | 630-07-64-52372                     | 3.44              |
| MORSE EQUIPMENT COMPAN        | m-6513          | 04/08/2025 | 6" Wire Reinforced Rubber SI   | 630-07-64-52096                     | 2,976.00          |
| MORSE EQUIPMENT COMPAN        | m-6513          | 04/08/2025 | 4" x 4" x 1" Isolation Pad     | 630-07-64-52096                     | 706.00            |
| MORSE EQUIPMENT COMPAN        | m-6513          | 04/08/2025 | 5" Wire Reinforced Rubber SI   | 630-07-64-52096                     | 2,856.00          |
| MORSE EQUIPMENT COMPAN        | m-6513          | 04/08/2025 | Parts for blowers B-0802, B-0  | 630-07-64-52096                     | 7,660.45          |
| Amazon Capital Services       | qwtm-9wfk-gv9c  | 04/08/2025 | storage boxes                  | 630-07-64-52372                     | 24.62             |
| DOUGLAS WHEELER               | INV06773        | 04/08/2025 | kearney - conference           | 630-07-64-52931                     | 499.00            |
| Utility Department            | INV06795        | 04/08/2025 | lift station                   | 630-07-64-52019                     | 12.70             |
| Utility Department            | INV06795        | 04/08/2025 | lift station                   | 630-07-64-52020                     | 53.84             |
| Utility Department            | INV06796        | 04/08/2025 | wwtp                           | 630-07-64-52019                     | 135.92            |
| Utility Department            | INV06796        | 04/08/2025 | wwtp                           | 630-07-64-52020                     | 10,481.68         |
| MORSE EQUIPMENT COMPAN        | m-6521          | 04/08/2025 | Perform startup B-0801, Vibra  | 630-07-64-52096                     | 3,125.00          |
| Amazon Capital Services       | 1rnw-n14c-c6g1  | 04/08/2025 | 3 1/2" perforated paper 20lbs  | 630-07-64-52372                     | 85.70             |
| Home Lumber Company           | 346720          | 04/08/2025 | torsion spring/coned           | 630-07-64-52093                     | 225.92            |
| TASC                          | in3403531       | 04/08/2025 | hra fees                       | 630-07-64-52199                     | 31.25             |
| OCI Insurance and Financial S | 03023           | 04/08/2025 | 1095b service/fee              | 630-07-64-52198                     | 52.50             |
| Utility Department Petty Cash | INV06836        | 04/08/2025 | office supplies-water          | 630-07-64-52372                     | 8.33              |
| Utility Department Petty Cash | INV06836        | 04/08/2025 | supplies - water/plates/bowls  | 630-07-64-52429                     | 20.65             |
| Southeast Nebraska Communi    | INV06775        | 04/08/2025 | service                        | 630-07-64-52011                     | 108.84            |
|                               |                 |            |                                | <b>Fund 630 - Wastewater Total:</b> | <b>34,644.08</b>  |
|                               |                 |            |                                | <b>Grand Total:</b>                 | <b>281,924.22</b> |



## Report Summary

## Fund Summary

| Fund                | Expense Amount    |
|---------------------|-------------------|
| 600 - Electric      | 217,754.77        |
| 610 - Water         | 22,682.75         |
| 620 - Gas           | 6,842.62          |
| 630 - Wastewater    | 34,644.08         |
| <b>Grand Total:</b> | <b>281,924.22</b> |

## Account Summary

| Account Number  | Account Name              | Expense Amount |
|-----------------|---------------------------|----------------|
| 600-07-00-10500 | Inventory-Electric Gener  | 14,308.35      |
| 600-07-00-10501 | Inventory-Diesel Fuel     | 46,440.00      |
| 600-07-00-52198 | Other Professional Servi  | 52.50          |
| 600-07-00-52199 | Other Contractual Servic  | 15,708.75      |
| 600-07-00-52303 | Commodity Purchase for    | 69,768.37      |
| 600-07-00-60000 | Transfers Out             | 2,428.02       |
| 600-07-61-51310 | Training, Meetings & Co   | 374.00         |
| 600-07-61-52011 | Telephone                 | 567.30         |
| 600-07-61-52015 | Vehicle/Equipment Repa    | 375.00         |
| 600-07-61-52018 | Heat/Gas Expense          | 195.34         |
| 600-07-61-52019 | Water/Sewer Expense       | 90.21          |
| 600-07-61-52020 | Electric Expense          | 495.50         |
| 600-07-61-52085 | Refuse/Recycling          | 612.63         |
| 600-07-61-52094 | Infrastructure Maintena   | 4,097.20       |
| 600-07-61-52195 | Technology Expense        | 106.00         |
| 600-07-61-52372 | Office Supplies           | 32.65          |
| 600-07-61-52420 | Small Equipment           | 87.15          |
| 600-07-61-52429 | Supplies & Materials      | 17.43          |
| 600-07-61-53550 | Utility Systems & Structu | 35,902.26      |
| 600-07-61-53615 | Furniture/Fixtures        | 1,359.92       |
| 600-07-62-52011 | Telephone                 | 63.34          |
| 600-07-62-52018 | Heat/Gas Expense          | 7,215.35       |
| 600-07-62-52019 | Water/Sewer Expense       | 286.37         |
| 600-07-62-52020 | Electric Expense          | 14,083.05      |
| 600-07-62-52085 | Refuse/Recycling          | 130.00         |
| 600-07-62-52096 | Operational Equipment     | 1,383.61       |
| 600-07-62-52195 | Technology Expense        | 25.00          |
| 600-07-62-52372 | Office Supplies           | 109.70         |
| 600-07-62-52387 | Postage/Shipping          | 31.65          |
| 600-07-62-52420 | Small Equipment           | 387.15         |
| 600-07-62-52429 | Supplies & Materials      | 1,020.97       |
| 610-07-00-10500 | Inventory-Water           | 853.53         |
| 610-07-65-51310 | Training, Meetings & Co   | 380.00         |
| 610-07-65-52011 | Telephone                 | 365.41         |
| 610-07-65-52020 | Electric Expense          | 9,392.97       |
| 610-07-65-52096 | Operational Equipment     | 246.45         |
| 610-07-65-52195 | Technology Expense        | 12.50          |
| 610-07-65-52198 | Other Professional Servi  | 277.50         |
| 610-07-65-52199 | Other Contractual Servic  | 31.25          |
| 610-07-65-52300 | Chemicals                 | 10,351.77      |
| 610-07-65-52372 | Office Supplies           | 142.36         |
| 610-07-65-52387 | Postage/Shipping          | 196.20         |
| 610-07-65-52429 | Supplies & Materials      | 92.83          |
| 610-07-65-53615 | Furniture/Fixtures        | 339.98         |
| 620-07-63-10500 | Inventory-Gas             | 2,425.44       |
| 620-07-63-51310 | Training, Meetings & Co   | 1,866.73       |
| 620-07-63-52011 | Telephone                 | 56.97          |
| 620-07-63-52018 | Heat/Gas Expense          | 1,275.50       |
| 620-07-63-52019 | Water/Sewer Expense       | 62.11          |

Account Summary

| Account Number  | Account Name             | Expense Amount |
|-----------------|--------------------------|----------------|
| 620-07-63-52020 | Electric Expense         | 587.12         |
| 620-07-63-52085 | Refuse/Recycling         | 65.00          |
| 620-07-63-52195 | Technology Expense       | 62.50          |
| 620-07-63-52198 | Other Professional Servi | 52.50          |
| 620-07-63-52199 | Other Contractual Servic | 56.55          |
| 620-07-63-52372 | Office Supplies          | 195.56         |
| 620-07-63-52420 | Small Equipment          | 115.99         |
| 620-07-63-52429 | Supplies & Materials     | 20.65          |
| 630-07-64-52011 | Telephone                | 108.84         |
| 630-07-64-52019 | Water/Sewer Expense      | 148.62         |
| 630-07-64-52020 | Electric Expense         | 10,535.52      |
| 630-07-64-52085 | Refuse/Recycling         | 315.00         |
| 630-07-64-52093 | Building/Grounds Maint   | 237.92         |
| 630-07-64-52096 | Operational Equipment    | 22,133.19      |
| 630-07-64-52099 | Other Maintenance & R    | 21.20          |
| 630-07-64-52195 | Technology Expense       | 50.00          |
| 630-07-64-52198 | Other Professional Servi | 52.50          |
| 630-07-64-52199 | Other Contractual Servic | 179.69         |
| 630-07-64-52300 | Chemicals                | 9.75           |
| 630-07-64-52372 | Office Supplies          | 142.34         |
| 630-07-64-52420 | Small Equipment          | 19.99          |
| 630-07-64-52429 | Supplies & Materials     | 190.52         |
| 630-07-64-52931 | Training, Meetings & Co  | 499.00         |
| Grand Total:    |                          | 281,924.22     |

Project Account Summary

| Project Account Key | Expense Amount |
|---------------------|----------------|
| **None**            | 246,021.96     |
| 21100153550         | 35,902.26      |
| Grand Total:        | 281,924.22     |

**REGULAR MEETING OF THE BOARD MEMBERS  
OF THE SOUTHEAST NEBRASKA LAND BANK**

March 13, 2025

2307 Barada Street, Falls City, Nebraska

A regular meeting of the Board Members of Southeast Nebraska Land Bank of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 13<sup>th</sup> day of March 2025, at 12:04 o'clock P.M. Present were: Board Members: Marilyn Capps, Ed Harris, LaMarr Matthes, Rachel Rankin. Absent: Garrett Harring, Clint Sailors, Toni Wintz. Also present was Director/Secretary, Lucas Froeschl; City Administrator, Anthony Nussbaum; City Building Inspector, Blake Buckminster. Lucas Froeschl recorded the minutes of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

**DIRECTOR'S REPORT**

Lucas Froeschl, Executive Director, gave the Director's Report. Per statute, an annual report was sent to the Nebraska Legislature. A citizen reported interest in a Land Bank-owned property and the board advised they would be interested in accepting offers. Froeschl also reported that \$886.97 plus a \$25 registration fee was spent to purchase delinquent real estate taxes on two properties at the March 3<sup>rd</sup> Tax Sale.

**CONSENT AGENDA**

A motion was made by Ed Harris and seconded by Rachel Rankin to approve the consent agenda as follows: *WHEREAS*, certain business of the Southeast Nebraska Land Bank 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 Southeast Nebraska Land Bank 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 Southeast Nebraska Land Bank that the minutes from the February 13, 2025, regular meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the agenda for March 13, 2025, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Treasurer's Report was given with \$29,963.49 in checking account and \$30,000 in a CD. It was noted that snow removal cost \$675 for the season. 4. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Consent Agenda for March 13, 2025, is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Marilyn Capps, Ed Harris, LaMarr Matthes, Rachel Rankin. "NAY" None. Absent: Garrett Harring, Clint Sailors, Toni Wintz. Motion carried.

**APPROVE FOR SALE SIGNAGE ARTWORK**

A motion was made by Rachel Rankin and seconded by Ed Harris to approve the blue artwork for our new For Sale by Owner yard signs. Fifty metal fixtures were purchased eBay for \$38.33 and 21 double-sided full color signs will be purchased from Merz Ink for \$283.50. Roll was called on this motion and the members voted as follows: "YEA" Marilyn Capps, Ed Harris, LaMarr Matthes, Rachel Rankin. "NAY" None. Absent: Garrett Harring, Clint Sailors, Toni Wintz. Motion carried.

**DISCUSSION - DEMOLITION AT 710 W 21<sup>ST</sup> STREET**

A discussion was held regarding the demolition at 710 W. 21<sup>st</sup> Street. It was decided to speak with the adjacent property owners first to see if there is interest in rehabilitating the property into a livable dwelling. No action was taken.

**DISCUSSION – ACQUISITION OF PROPERTY (PROJECT 2025-2)**

A discussion was held regarding the acquisition of property (Project 2025-2). The board did not feel an immediate need to secure the property for future development. No action was taken.

**DISCUSSION - RURAL WORKFORCE HOUSING FUND PROJECT**

A discussion was held regarding a factory-built housing project at 1604 Morton utilizing the Rural Workforce Housing Fund. Froeschl to gather a formal quote. No action was taken.

**MEETING ADJOURNED AT 12:49pm.**

**There will be no April meeting. The next meeting is scheduled for May 8<sup>th</sup>.**

I, the undersigned, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on March 13, 2025; 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 EDGE, Inc.; 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.

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DIRECTOR

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SECRETARY

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CHAIRPERSON





**REPORT TO MAYOR & COUNCIL PERSONS**

**FROM ANTHONY NUSSBAUM  
CITY ADMINISTRATOR**

**REGARDING** Response Plan for Electric Distribution Operations **DATE** April 2, 2025

I am writing today to address recent events regarding the electric distribution team.

On March 24, City Administration made changes in leadership within the electric utility department. On the same day, an apprentice lineman submitted a resignation, unrelated to these leadership changes. Following the announcement of these changes, the remaining members of the electric distribution team provided their resignations at different dates and times between March 25-27, ultimately leading to the departure of six employees. City Administration has been actively addressing the recent personnel changes within the electric distribution team and working on solutions to ensure continued service to the citizens of Falls City. A summary of the response plan is as follows:

#### **Discussion with CWA Leadership**

On March 31, pursuant to Article 37 of the Collective Bargaining Agreement of the Communication Workers of America (CWA), the Public Works Director, Trevor Campbell, met with Darren Donovan, President of the CWA and city employees that requested a meeting to discuss the situation. The meeting was constructive, with both the CWA and the City of Falls City in agreement that our shared priority is ensuring reliable utility services for the community while fostering a productive work environment for employees. The conversation reinforced a mutual commitment to maintaining a stable and effective workforce. While recent leadership changes and employee resignations remain in place, our focus now shifts to rebuilding the electric distribution team.

#### **Contractor Support & Temporary Staffing Solutions**

Public Works Director, Trevor Campbell, has engaged local contractors who are prepared to provide support on a contractual basis. In addition, he is working with multiple entities to establish master service agreements for on-call and scheduled electric distribution system work. These agreements will allow the City to maintain essential operations while we focus on rebuilding the electric distribution team.

#### **Emergency Response & Mutual Aid Agreements**

The City has mutual aid agreements in place with other utilities and contracting firms to provide support in the event of storm damage or other emergencies. All mutual aid partners have been made aware of our current staffing situation, and we will engage their assistance as needed to ensure continued service reliability in the event of emergency repair needs.

#### **Recruitment Efforts & Workforce Development**

The City has posted job openings for electric distribution linemen on the City website and Indeed. Applications have been received, and interviews are currently being scheduled. We are actively working to hire qualified replacements to restore our electric distribution team as quickly as possible.

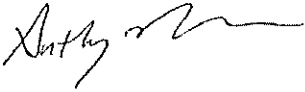
#### **Next Steps & Recommendations**

**Short-Term Operations:** Utilize contracted services and mutual aid agreements to maintain system reliability and respond to any emergency repairs.

**Recruitment & Workforce Development:** Continue scheduling interviews and hiring new team members to rebuild the electric distribution workforce.

Long-Term Stability: Establish master service agreements to provide supplemental support as needed in the future, ensuring workforce resiliency.

Respectfully,

A handwritten signature in black ink, appearing to read "Anthony", followed by a stylized flourish.

Anthony Nussbaum  
City Administrator/Clerk/Treasurer



REPORT TO MAYOR & COUNCIL PERSONS

FROM ANTHONY NUSSBAUM  
CITY ADMINISTRATOR

REGARDING Board & Committee Appointments

DATE April 7, 2025

Mayor Harkendorff has provided the list of nominations for board and committee appointments below. Additional appointments will still be needed to fulfill the current vacancies, resignations, and term expirations. A list of remaining vacancies is detailed at the end of this report. Mayoral appointments for review are as follows:

**Mayoral Appointments for Council Review**

Library Board

- Gale Froeschl – Term Expiring 5/31/2026

**Remaining Vacancies**

Board of Adjustment

- Vacant – Term Expiring 12/31/2026

Library Board

- Vacant – Term Expiring 5/31/2030

Housing Board

- Vacant – Term Expiring 12/31/2025
- Vacant – Term Expiring 12/31/2026

Planning Commission

- Vacant – Term Expiring 12/30/2027
- Vacant – Term Expiring 12/31/2027 (Extra territorial jurisdiction-within 1 mile of city limits preferred)

CWA Negotiating Committee

- Vacant – Up to 1 Additional Council Members (Current Members: S.Ruiz, K.Killingsworth, D.Ferguson)

Respectfully,

Anthony Nussbaum  
City Administrator/Clerk/Treasurer

## Anthony Nussbaum

---

**From:** j.baker@fallscityne.us  
**Sent:** Wednesday, March 26, 2025 1:51 PM  
**To:** Anthony Nussbaum  
**Subject:** New Police Officer appointment

On March 3, 2025 the Police & Fire Selection Board interviewed two candidates for the current open Police Officer position and for a second Police Officer position that will be open in May 2025. The board has recommended to extend both candidates (Zackery Adams and Tyler Schutte) conditional offers pending the results of the required testing. After completing the required testing, I am requesting that Zackery Adams be appointed as a Police Officer for the Falls City Police Department to begin on April 27, 2025.

Jamie Baker  
Chief of Police



## Anthony Nussbaum

---

**From:** Kaytlyn Kennedy <kaytlyn.kennedy@unl.edu>  
**Sent:** Wednesday, March 26, 2025 10:12 AM  
**To:** Anthony Nussbaum  
**Cc:** sleyden@fallscityps.org  
**Subject:** City Council Request - Street Closure for Farms 2 You

Dear Falls City - City Council Members,

On behalf of Nebraska Extension and Falls City Public Schools, we are requesting permission to close Chase Street from 23rd to 24th on Monday, May 5 from 7:30 a.m. to 12:00 p.m. for an educational event. We are planning to host the Farms 2 You Program, where Falls City North Elementary and Sacred Heart Elementary (K-2) will participate. Previously the event has been held in the employee parking lot for city office workers, but we are hoping to move it to the street next to the school this year, so we have easy access to the building if students need to return to their classrooms for various reasons. If approved, we will communicate with the school transportation department to allow school bus access to utilize the bus lane during student drop off in the morning. We will also communicate closure to all parents and staff through school communication outlets. All stations and equipment will be cleaned up and moved out of the area by noon. Thank you for your consideration in helping us move this event to the new location.

Kaytlyn Kennedy, 4-H Extension Educator & Shelly Leyden, Principal FCNS



**Kaytlyn  
Kennedy**  
*Assoc Exten  
Educator*  
University of  
Nebraska-  
Lincoln  
Nebraska  
Extension -  
Richardson  
County  
[4022454324](https://www.unl.edu/extension/richardson-county)

## Cindy Bauman

---

**From:** Anthony Nussbaum  
**Sent:** Thursday, March 20, 2025 8:43 AM  
**To:** Cindy Bauman  
**Subject:** Fwd: Request for Agenda item COURTHOUSE

Please print this email and put it in the council bin. Thanks

Sent from my iPhone

Begin forwarded message:

**From:** Mary Eickhoff <m.eickhoff@richardsoncountyne.gov>  
**Date:** March 19, 2025 at 4:53:55 PM CDT  
**To:** Anthony Nussbaum <a.nussbaum@fallscityne.us>  
**Cc:** pam.scott@nejudicial.gov, Amanda Bartek-Ramsey <a.bartek@richardsoncountyne.gov>, Kim Riggs <k.riggs@richardsoncountyne.gov>, John Caverzagie <j.caverzagie@richardsoncountyne.gov>, Bob Campbell <b.campbell@richardsoncountyne.gov>, Rick Karas <r.karas@richardsoncountyne.gov>, Rick Hardesty <r.hardesty@richardsoncountyne.gov>  
**Subject:** Request for Agenda item COURTHOUSE

Anthony,

The Courthouse will be holding a celebration on April 23, 2025, from 11:00 a.m. to 2:00 p.m. for the 100-year anniversary and rededication of the Courthouse.

We would like to request that the west portion of 17<sup>th</sup> Street between Harlan and Stone Street be closed off for this event on April 23, 2025, and if possible, begin the closing at 8:00 a.m. and end it at approximately 2:30 p.m. Tables, chairs, and other equipment will be brought in. The committee will be obtaining several different picnic tables that are on wheels to use.

The jazz band from the Humboldt/Table Rock/Steinauer school has been invited to play during a portion of the event and will need chairs and electricity and using this area will be more stable than having on the yard. The Falls City and Sacred Heart chorus' have also been invited to sing several song selections during the program as well and will need a solid area to place their keyboard and other equipment. Both schools have accepted the invitation.

The American Legion posts within the County have been invited to do the rededication ceremony. The history and County Board minutes reflect that the American Legion Posts took charge of the dedication ceremony in 1925.

Pure Nebraska has been invited to cover the celebration and Jon Vanderford of Channel 10/11 plans to attend.

Congressman Smith is tentatively on the agenda to speak, and Senator Ricketts and Senator Fisher will also be invited to participate.

There will be a flag raised during the ceremony that has flown over the White House requested from Congressman Smith.

Refreshments will also be provided during this time: hot dogs, chips, bottled water, and cookie.

Many more things as the day gets closer and much to do.

Please place this item on your next meeting agenda for consideration and let me know if it would be required for one of us to attend to answer any questions, etc.

Look forward to your response.

*Mary L. Eickhoff*

Richardson County Clerk

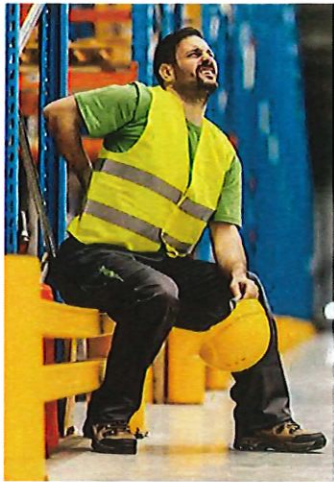
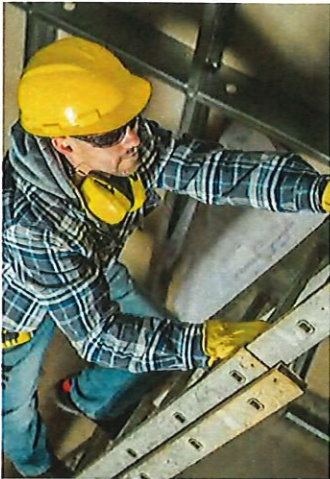
Courthouse, Room 203

1700 Stone Street

Falls City, NE 68355

402-245-2911 Ext #3

[m.eickhoff@richardsoncountyne.gov](mailto:m.eickhoff@richardsoncountyne.gov)



SAFETY MANAGEMENT SERVICES

# SAFETY MANUAL

CITY OF FALLS CITY, NE



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# SAFETY COMMITTEE PROGRAM

The name of the committee is the FALLS CITY NE Safety Committee and herein shall be referred to as the Safety Committee

## Purpose

The purpose of the Safety Committee is to provide an avenue for all FALLS CITY NE employees to contribute to workplace safety in hope of achieving and maintaining a safe, healthy working environment as required by state law.

## Goal

The goal of the Safety Committee is to eliminate workplace incidents and illnesses, as well as help make health and safety activities an integral part of the organization's operating procedures, culture and programs by involving employees and managers in identifying hazards and suggesting ways to eliminate and prevent them from occurring.

## Objectives

The Safety Committee has four objectives:

- A. Provide measures for employee involvement in achieving a safe, healthy working environment.
- B. Promptly review all safety-related incidents, near misses, injuries, accidents, illnesses and deaths.
- C. Committee members are assigned to conduct at least monthly workplace inspections, hazard identification and recommend methods for eliminating or controlling hazards. Establish procedures to ensure follow-up and closure for all reported hazards.
- D. Annually evaluate the FALLS CITY NE workplace safety and health programs and recommend improvements to management.

## Representatives/Committee Members

The Safety Committee will have committee members representing employees and management. All committee members shall be approved by the governing body. The committee will always be comprised of at least a number of members representative of all the organization ideally at least one employee representative from each department and shall not contain more management representatives than employee representatives at any time. Employee representatives can volunteer for committee service or can be appointed by the Mayor. Management representatives can be appointed by the Mayor. Employee representatives will serve a continuous term of at least one year, January to December. Management representatives can be rotated onto the committee as business needs dictate. To always ensure continuity of experienced representatives, terms will be staggered.

## Duties of the Committee Members

- A. Report employees' safety and health concerns to the committee.
- B. Report incidents, near-miss events and unsafe workplace conditions to the committee.
- C. Suggest items to include in the monthly meeting agenda.

- D. Encourage employees to report workplace hazards and suggest how to control them.
- E. Establish procedures for conducting workplace inspections and making recommendations to management to eliminate or control hazards.
- F. Help the City Administration evaluate the organization's safety and health program and recommend how to enhance it.
- G. Establish procedures for investigating the causes of workplace incidents and near-miss events.

## **Committee Officers**

The Safety Committee will have four officers: Safety Officer, Chair, and Vice-Chair, and Scribe. The chair and vice-chair will be elected by committee members and can rotate on an annual basis. The safety officer will be the City's safety professional.

## **Duties of the Committee Chair**

- A. Assist safety professional in conducting committee meetings.
- B. Present committee correspondence and reports for committee approval.
- C. Chair sub-committees and/or ad-hoc groups created by the Safety Committee.

## **Duties of the Committee Vice-Chair**

- A. Assume chair's duties when the chair is absent.
- B. Perform other duties assigned by the chair.

## **Committee Member Training**

New representatives will receive training in safety committee functions, hazard identification, and incident investigation procedures.

## **Meeting Agenda**

The agenda will prescribe the order in which the Safety Committee conducts its business. The agenda will also include the following, when applicable:

- A. A review of new safety and health concerns.
- B. A status report of employee safety and health concerns under review.
- C. A review of all workplace near-miss events, incidents, illnesses, or deaths occurring since the last committee meeting.

## **Safety Committee Meetings**

Monthly schedule: The Safety Committee will meet after the scheduled monthly safety meeting. A majority of committee members, being one more than half of official committee members, must be present to make formal recommendations to the City Administration and/or senior management during committee meeting. If, for reasons beyond the control of the committee, the meeting must be cancelled, the committee will reschedule later in the same month.

## **Meeting Attendance**

Each representative will attend the monthly committee meeting, as well as other committee functions as requested. Any representative unable to attend a meeting will appoint an alternate from the same department and inform the chair before the meeting. An alternate attending a meeting on behalf of a regular representative will be a voting representative for that meeting.



## **Meeting Minutes**

Minutes will be recorded at each committee meeting and distributed to each committee member. Minutes of each committee meeting will be made available to all employees by email and posting per organization's distributions process. The committee will submit a copy of the meeting minutes, agenda, and attendance list to the FALLS CITY NE City Clerk's office. The City Clerk's office will retain the committee records for five years. The minutes will also identify committee members who were in attendance and who were absent from each committee meeting. And will include all reports, evaluations and recommendations of the committee.

## **Voting**

The committee shall make decisions by virtue of a majority vote of regular committee members. A majority vote of attending representatives is required to approve all safety-related committee decisions. Issues not resolved by majority vote will be forwarded to management for resolution.

## **Safety Log**

The committee will maintain a log of all employee concerns, including the date received, the date recommendations were made to management, management responses and the date the concern was resolved.

## **Identified Concern/Issue Response**

The committee will respond to employee concerns in writing and work with other company representatives to resolve them. The committee will present written recommendations for concern/issue resolution to management. Within 60 days of receipt of the written recommendations, the management will respond in writing to the committee indicating acceptance, rejection, or modification of the recommendations.

## **Incident Investigation**

The Safety Committee will review all safety and health-related incidents at the next regularly scheduled meeting following the reported incident. Safety related incidents include work-related near-miss events, incidents, injuries, illnesses, and deaths. A determination of the root cause of the reviewed incidents will be the focus of the investigations. Resolution of identified issues will be presented to management representatives.

## **Workplace Inspections**

Members of the Safety Committee or their department representatives will conduct monthly workplace inspections of all City facilities. Committee members are encouraged to include all employees in discussion relating to safety concerns in their respective areas. The committee will receive a written report/form either hard copy or by electronic means that documents the location of all health or safety hazards identified during the inspection. The report will recommend options for eliminating or controlling hazards. Department management will respond in writing to the committee within thirty (30) days of receiving the written recommendations indicating acceptance, rejection or modification of the proposed resolution(s).

## Committee Goals and Evaluation

The FALLS CITY NE workplace safety and health program’s overall objectives are to eliminate workplace incidents and illnesses, as well as make health and safety activities an integral part of the organization’s operating procedures, culture, and programs. In order to achieve this objective, a minimum of three goals/objectives for the program will be established each year. These goals and objectives will be developed and/or put forth each January by the following stakeholders:

- A. Management
- B. Workers’ Compensation Insurance Carrier
- C. Regulatory compliance
- D. The Safety Committee

The Safety Committee will evaluate the organization’s workplace safety and health program annually and will provide a written evaluation of the program to the Safety Council. The committee will also evaluate its own activities each December and use the evaluation to develop an action plan for the next calendar year.

## Program Review

### Revision History

| Version # | Date      | Action |
|-----------|-----------|--------|
| 1.0       | 3.11.2025 |        |



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April 2, 2025

Mr. Trevor Campbell, Public Works Director  
City of Falls City  
2307 Barada Street  
Falls City, NE 68355  
[t.campbell@fallscityne.us](mailto:t.campbell@fallscityne.us)

**RE: 2024 Natural Gas Improvement Project – Bid Recommendation**

Dear Trevor,

USDI has tabulated the bids from two responsive bidders for the above-referenced project. Please refer to the attached bid tabulation. The apparent low bidder is NPL Construction Co. of Topeka, KS. Their bid was for \$450,705.57 which is \$207,829.43 lower than the next closest bid by JF Construction Services, LLC. I am familiar with NPL and they install distribution pipeline across the Midwest, including for Dooley's Petroleum, Kansas Gas Service, Atmos Energy, and Spire Gas, among others.

I spoke with NPL and confirmed that their bid includes boring pipe wherever necessary and camera inspections on all sewer lateral crossings. I also confirmed that they are able to start on May 1, 2025 and that the bid is for a 90-day construction schedule. They plan on bringing 2 crews; one will install main and the other will install service lines/clean-up. I asked about the qualified personnel ratio discrepancy between their OQ plan and Falls City's, and they stated that all on-site personnel will be qualified to perform their assigned duties.

NPL submitted the required bid bond and did not note any exceptions or qualifications to their bid. Considering all of the above it is my recommendation that Falls City Utilities award the contract to NPL Construction Co. Please feel free to contact me anytime if you have any questions or require additional information.

Respectfully Submitted,

Chase Barnes, P.E.  
Project Manager  
USDI

**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

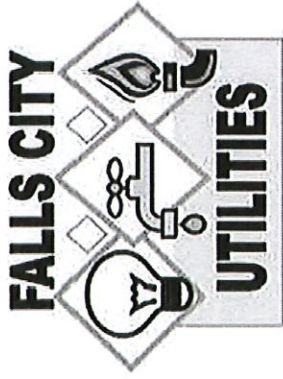
**WICHITA, KS**  
9540 W. Harry St.  
Wichita, KS 67209  
(316) 239-7313

**KIRKSVILLE, MO**  
210 N Elson St. Suite C  
Kirksville, MO 63501  
(660) 474-0779

**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



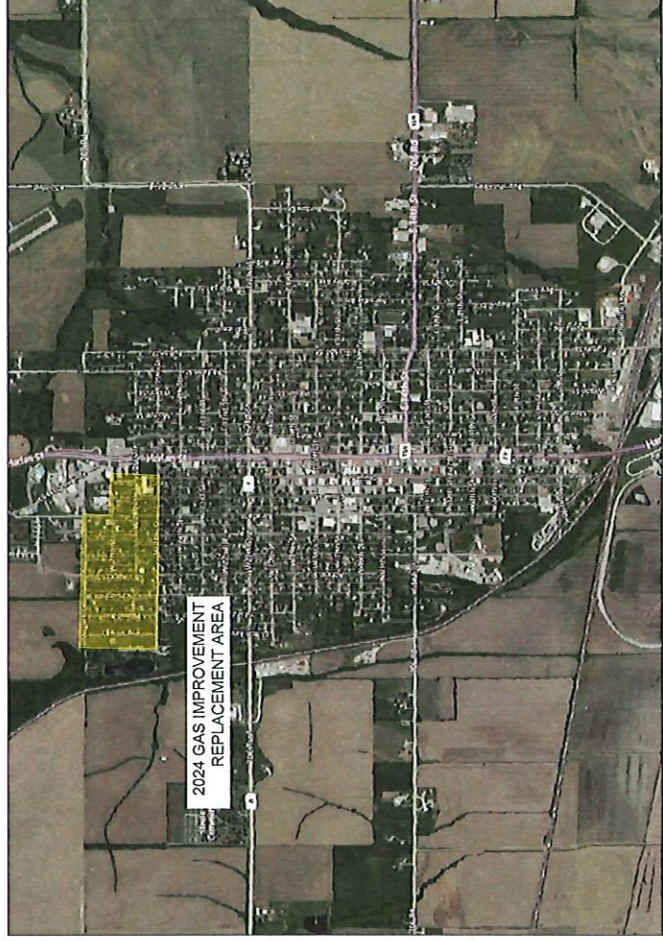
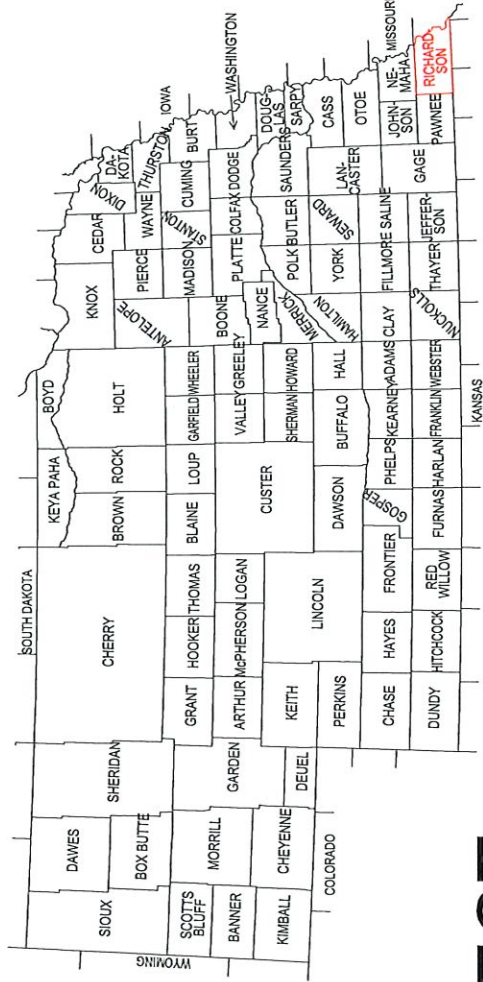
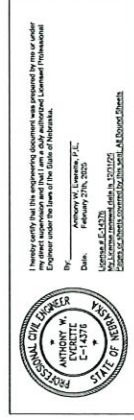


# 2024 NATURAL GAS IMPROVEMENT PROJECT

Falls City, NE

## Sheet List

| Sheet | Description          |
|-------|----------------------|
| A-01  | Cover                |
| A-02  | Notes-BOM-Legend     |
| A-03  | Service List         |
| B-01  | Overview             |
| B-02  | Replacement Plan     |
| B-03  | Replacement Plan     |
| B-04  | Replacement Plan     |
| B-05  | Replacement Plan     |
| B-06  | Replacement Plan     |
| B-07  | Replacement Plan     |
| B-08  | Replacement Plan     |
| B-09  | Replacement Plan     |
| B-10  | Replacement Plan     |
| B-11  | Replacement Plan     |
| B-12  | Replacement Plan     |
| B-13  | Replacement Plan     |
| C-01  | Installation Details |
| C-02  | Installation Details |
| C-03  | Installation Details |
| C-04  | Installation Details |
| C-05  | SWPPP Details        |



Notes

| REV | DATE     | DESCRIPTION        |
|-----|----------|--------------------|
| 01  | 02/27/25 | ISSUED FOR BIDDING |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |
|     |          |                    |

Designed By: A. Everett  
Drawn By: D. Dornel

2024 Natural Gas Improvement Project  
Falls City, NE

Sheet Title: COVER  
Sheet Number: A-01



Utility Safety & Design, Inc.  
210 N Elson St. Suite C  
Kirksville, MO 63501  
P (660) 474-0779 C (618) 407-8320

City of Falls City, NE  
2024 Natural Gas Improvement Project  
**Bid Tabulation - Bid Opening April 1, 2025**

Main Plan Bid

| Item No. | Description  | Estimated Quantity | Unit | JF Construction |               | NPL         |               |
|----------|--|--------------------|------|-----------------|---------------|-------------|---------------|
|          |  |                    |      | Unit Price      | Total Price   | Unit Price  | Total Price   |
| 1        | Mobilization   | 1                  | LS   | \$ 28,000.00    | \$ 28,000.00  | \$ 5,000.00 | \$ 5,000.00   |
| 2        | Demobilization   | 1                  | LS   | \$ 10,000.00    | \$ 10,000.00  | \$ 5,000.00 | \$ 5,000.00   |
| 3        | 2-inch HDPE Main, Complete   | 3,090              | LF   | \$ 28.00        | \$ 86,520.00  | \$ 18.95    | \$ 58,555.50  |
| 4        | 2-inch HDPE Ball Valve, Complete                                       | 4                  | EA   | \$ 750.00       | \$ 3,000.00   | \$ 195.00   | \$ 780.00     |
| 5        | 1 1/4-inch HDPE Main, Complete   | 3,180              | LF   | \$ 24.00        | \$ 76,320.00  | \$ 18.95    | \$ 60,261.00  |
| 6        | HDPE Service Line Tie-In, Complete                                     | 99                 | EA   | \$ 575.00       | \$ 56,925.00  | \$ 773.95   | \$ 76,621.05  |
| 7        | 1-inch HDPE Service Line, Complete                                     | 5,170              | LF   | \$ 26.00        | \$ 134,420.00 | \$ 11.77    | \$ 60,850.90  |
| 8        | 1 1/4-inch HDPE Service Line, Complete                                 | 360                | LF   | \$ 26.00        | \$ 9,360.00   | \$ 18.95    | \$ 6,822.00   |
| 9        | New 2" to Exist. 2" HDPE Main Tie-In, Complete                         | 2                  | EA   | \$ 2,000.00     | \$ 4,000.00   | \$ 516.89   | \$ 1,033.78   |
| 10       | New 2" to Exist. 2" HDPE Main Tie-ins w/ High Volume Tap Tee, Complete | 3                  | EA   | \$ 2,000.00     | \$ 6,000.00   | \$ 516.89   | \$ 1,550.67   |
| 11       | New 1-1/4" to Exist. 2" HDPE Main with a high-volume tapping tee       | 1                  | EA   | \$ 2,000.00     | \$ 2,000.00   | \$ 495.00   | \$ 495.00     |
| 12       | New 1-1/4" to Exist. 1-1/4" HDPE Main Tie-In, Complete                 | 2                  | EA   | \$ 2,000.00     | \$ 4,000.00   | \$ 495.00   | \$ 990.00     |
| 13       | Stop, Purge, Cap. and Abandon Existing Mains, Complete                 | 4                  | LS   | \$ 6,500.00     | \$ 26,000.00  | \$ 3,995.00 | \$ 15,980.00  |
| 14       | Locating Test Stations, Complete                                       | 10                 | EA   | \$ 150.00       | \$ 1,500.00   | \$ 175.00   | \$ 1,750.00   |
| 15       | Anode Installation, Complete   | 2                  | EA   | \$ 150.00       | \$ 1,350.00   | \$ 95.00    | \$ 855.00     |
| Total    |  |                    |      | \$              | 449,395.00    | Total       | \$ 296,544.90 |

Addition 1 Bid

| Item No. | Description  | Estimated Quantity | Unit | JF Construction |              | NPL         |              |
|----------|--|--------------------|------|-----------------|--------------|-------------|--------------|
|          |  |                    |      | Unit Price      | Total Price  | Unit Price  | Total Price  |
| 1        | 1 1/4-inch HDPE Main, Complete                         | 670                | LF   | \$ 24.00        | \$ 16,080.00 | \$ 18.95    | \$ 12,696.50 |
| 2        | HDPE Service Line Tie-In, Complete                     | 8                  | EA   | \$ 575.00       | \$ 4,600.00  | \$ 773.95   | \$ 6,191.60  |
| 3        | 1-inch HDPE Service Line, Complete                     | 280                | LF   | \$ 26.00        | \$ 7,280.00  | \$ 11.77    | \$ 3,295.60  |
| 4        | New 1-1/4" to Exist. 2" HDPE Main Tie-In, Complete     | 1                  | EA   | \$ 2,000.00     | \$ 2,000.00  | \$ 516.89   | \$ 516.89    |
| 5        | Stop, Purge, Cap. and Abandon Existing Mains, Complete | 1                  | LS   | \$ 6,500.00     | \$ 6,500.00  | \$ 3,995.00 | \$ 3,995.00  |
| 6        | Locating Test Stations, Complete                       | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 175.00   | \$ 175.00    |
| 7        | Anode Installation, Complete                           | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 95.00    | \$ 95.00     |
| Total    |  |                    |      | \$              | 36,760.00    | Total       | \$ 26,965.59 |

Addition 2 Bid

| Item No. | Description  | Estimated Quantity | Unit | JF Construction |              | NPL         |              |
|----------|--|--------------------|------|-----------------|--------------|-------------|--------------|
|          |  |                    |      | Unit Price      | Total Price  | Unit Price  | Total Price  |
| 1        | 1 1/4-inch HDPE Main, Complete                         | 1,400              | LF   | \$ 24.00        | \$ 33,600.00 | \$ 18.95    | \$ 26,530.00 |
| 2        | HDPE Service Line Tie-In, Complete                     | 29                 | EA   | \$ 575.00       | \$ 16,675.00 | \$ 773.95   | \$ 22,444.55 |
| 3        | 1-inch HDPE Service Line, Complete                     | 780                | LF   | \$ 26.00        | \$ 20,280.00 | \$ 11.77    | \$ 9,180.60  |
| 4        | New 1-1/4" to Exist. 2" HDPE Main Tie-In, Complete     | 1                  | EA   | \$ 2,000.00     | \$ 2,000.00  | \$ 516.89   | \$ 516.89    |
| 5        | Stop, Purge, Cap. and Abandon Existing Mains, Complete | 1                  | LS   | \$ 6,500.00     | \$ 6,500.00  | \$ 3,995.00 | \$ 3,995.00  |
| 6        | Locating Test Stations, Complete                       | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 175.00   | \$ 175.00    |
| 7        | Anode Installation, Complete                           | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 95.00    | \$ 95.00     |
| Total    |  |                    |      | \$              | 79,355.00    | Total       | \$ 62,937.04 |

Addition 3 Bid

| Item No. | Description  | Estimated Quantity | Unit | JF Construction |              | NPL         |              |
|----------|--|--------------------|------|-----------------|--------------|-------------|--------------|
|          |  |                    |      | Unit Price      | Total Price  | Unit Price  | Total Price  |
| 1        | 2-inch HDPE Ball Valve, Complete                                 | 1                  | EA   | \$ 750.00       | \$ 750.00    | \$ 195.00   | \$ 195.00    |
| 2        | 1 1/4-inch HDPE Main, Complete                                   | 1,070              | LF   | \$ 24.00        | \$ 25,680.00 | \$ 18.95    | \$ 20,276.50 |
| 3        | HDPE Service Line Tie-In, Complete                               | 25                 | EA   | \$ 575.00       | \$ 14,375.00 | \$ 773.95   | \$ 19,348.75 |
| 4        | 1-inch HDPE Service Line, Complete                               | 1,670              | LF   | \$ 26.00        | \$ 43,420.00 | \$ 11.77    | \$ 19,655.90 |
| 5        | New 1-1/4" to Exist. 2" HDPE Main with a high-volume tapping tee | 1                  | EA   | \$ 2,000.00     | \$ 2,000.00  | \$ 516.89   | \$ 516.89    |
| 6        | Stop, Purge, Cap. and Abandon Existing Mains, Complete           | 1                  | LS   | \$ 6,500.00     | \$ 6,500.00  | \$ 3,995.00 | \$ 3,995.00  |
| 7        | Locating Test Stations, Complete                                 | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 175.00   | \$ 175.00    |
| 8        | Anode Installation, Complete                                     | 1                  | EA   | \$ 150.00       | \$ 150.00    | \$ 95.00    | \$ 95.00     |
| Total    |  |                    |      | \$              | 93,025.00    | Total       | \$ 64,258.04 |

|                   |               |               |
|-------------------|---------------|---------------|
| Total Project Bid | \$ 658,535.00 | \$ 450,705.57 |
|-------------------|---------------|---------------|

| Bidder Qualifications               | Yes | No | Yes | No |
|-------------------------------------|-----|----|-----|----|
| Bid bond submitted and complete?    | X   |    | X   |    |
| Proposal delivered before deadline? | X   |    | X   |    |



### Proposal for Electrical Work

TO: City of Fall City, NE  
ATT: Trevor Campbell

Proposal# 0402251  
Date: 4/02/2025

We hereby propose to furnish labor and equipment rates to the City of Fall City Nebraska. For general line construction, maintenance, and storm restoration. Work shall be performed in accordance with our agreement with the local union. Work to be performed in a safe and professional manner. RS Electric Utility Services is fully bonded and insured for your protection. Our employees are CDL Qualified and receive on going safety training, first and CPR. Our foreman trucks are equipped with on board AEDs.

We appreciate the opportunity to serve the city of Fall City Nebraska.

Scope of Work: Time and Material Rates

**Please see the attached Labor and Equipment rate sheets**

Due to the current shortage of qualified lineman in the area there is a per diem being paid/charged to the attract and retain qualified lineman. This will be invoiced as a separate line item and is not included in the rates attached. We will notify the city regarding any future changes in this charge.

Note: Rates are effective until 8/31/2025.

Additional equipment rates @ 2022 2023 NECA Tool and equipment rates.

Material @ cost plus 15%.

Per diem @ cost, including hotels, meals, etc.

Note: Tax (if applicable) is not included in the above rates.

The price for the work described above will be billed as stated, payable on the following terms: Billed by the 25<sup>th</sup> and paid by the 10<sup>th</sup> of the following month. The terms and conditions can be found on the following page of this contract are hereby agreed to and become an integral part of this contract.

Terms and conditions not stated on this proposal need to be accepted in writing. By offering this proposal, RS Electric Utility Services does not automatically accept any terms and conditions unless accepted in writing.

This proposal is void if not accepted in writing within 30 days after the date noted at the top of the proposal.

Accepted By: \_\_\_\_\_  
(City of Fall City, NE.)

\_\_\_\_\_  
(Chief Estimator)

Date: \_\_\_\_\_

\_\_\_\_\_  
R/S Electric Utility Services  
(Contractor)





| <b>Labor</b>                | <b>ST</b> | <b>OT</b> | <b>DT</b> |
|-----------------------------|-----------|-----------|-----------|
| General Foreman             | \$123.61  | \$177.46  | \$231.37  |
| Foreman                     | \$118.74  | \$170.26  | \$221.83  |
| Journeyman                  | \$109.03  | \$155.87  | \$202.75  |
| Operator                    | \$99.53   | \$141.78  | \$184.07  |
| Groundman                   | \$71.81   | \$100.70  | \$129.61  |
| App 7                       | \$99.32   | \$141.48  | \$183.67  |
| App 6                       | \$94.47   | \$134.28  | \$174.13  |
| App 5                       | \$89.61   | \$127.08  | \$164.58  |
| App 4                       | \$84.75   | \$119.88  | \$154.97  |
| App 3                       | \$79.90   | \$112.62  | \$145.43  |
| App 2                       | \$75.04   | \$105.43  | \$135.90  |
| App 1                       | \$70.19   | \$98.24   | \$126.37  |
| Mechanic                    | \$99.53   | \$141.78  | \$184.07  |
| Safety Officer              | \$109.03  | \$155.87  | \$202.75  |
| Project Manager/Coordinator | \$123.61  | \$177.46  | \$231.37  |

| <b>Equipment Description</b> | <b>Hourly Rate</b> |
|------------------------------|--------------------|
| 46' Material Handler Bucket  | \$28.45            |
| 60' Material Handler Bucket  | \$29.15            |
| Digger Derrick 47' SH        | \$30.73            |
| Pole Trailer                 | \$8.40             |
| Pick Up                      | \$12.50            |
| 1T Flatbed                   | \$17.20            |
| Back Yard Machine w/ Trailer | \$39.00            |
| Dump Trailer                 | \$8.50             |
| Vacuum Machine w/ Trailer    | \$43.00            |
| Skid Steer                   | \$19.00            |
| Reel Cart-Powered            | \$11.47            |
| Wire Puller-Single Drum      | \$31.71            |
| Wire Puller-Four Drum        | \$40.79            |
| Wire Tensioner- Four Spool   | \$38.22            |
| Bull Wheel Tensioner         | \$31.53            |
| Flatbed Trailer              | \$5.25             |



### Conditions of Contract

1. Wiring Standard-All workmanship and materials are to comply with the requirements of the National Electrical Code and the applicable local ordinance and the electrical plans and specifications applicable to the job. Electrical contractor is not responsible for any errors or omissions in the plans, specifications, or customer/customer's representative verbal directions not drafted by electrical contractor, and will not be responsible for any damages, whether personal or property, arising there from.
2. Scope of Work-Unless specifically stated otherwise in this proposal, the scope of work covered by this proposal is limited to that work specifically covered by the electrical drawings and the electrical section of the specifications.
3. Additional Work or Changes-Additional work or changes may be ordered in writing by the customer at any time, for which the customer agrees to pay in addition to the contract price named herein at a price agreed upon or at our regular rates for time and material work.
4. Written Orders-The electrical contractor shall receive written orders for all additional work or changes signed by an authorized person before proceeding with such extra work or changes. At times this process is impractical and signed time & material tickets are used which constitute the same as written orders and approval.
5. Payments For Additional Work Or Changes - Payments for additional work or changes to the original contract shall be made under the same terms and conditions as are embodied in the original contract.
6. Contract Payments-The electrical contractor shall not be required to proceed with the installation of the work if the payments applying on same have not been made as specified in the contract. Customer agrees that the maximum legal rate of interest shall be applied to any outstanding balance due to electrical contractor from the date that payment is due and unpaid. In the event payment terms are not complied with and it becomes necessary for the contractor to take collection action, customer agrees to reimburse electrical contractor for all costs and expenses including reasonable attorney's fees, and interest at the then maximum legal rate, as a result of electrical contractor's enforcing this contract.
7. Project Identity-This contract and payment for this contract are for the scope of work identified in this proposal plus changes as described above. Any disputes, other work, or proposal for other work not part of this scope past, present, or future cannot be used to constitute nonpayment partial or in full for this work as described in this proposal.
8. Unavoidable Interruptions-It is hereby mutually agreed that the electrical contractor shall not be held responsible or liable for any loss, damages or delays caused by fire, strikes, civil or military authority or any other cause beyond his control.
9. Charges To The Electrical Contractor-The electrical contractor shall not be liable for any charges for temporary wiring, electrical energy, heat, job cleanup, hoisting, job telephone, job office, storage space, or any other work unrelated to this project, etc., unless specifically so stated in this proposal.
10. Liquidated Damages-The electrical contractor shall not be liable for any charges for liquidated damages resulting from delay in completion of the work caused by factors beyond his control.
11. Transfer of Title-If the customer disposed of the real estate by sale or otherwise, the full amount remaining unpaid on this contract becomes due at once, without demand, and payable within 48 hours after date of such disposal.
12. Arbitration-Any controversy or claim arising out of or relating to this contract or the breach thereof, shall be settled by arbitration, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in the highest court of the forum, state or federal, having jurisdiction.
13. Interpretation of Contract-If any provision of this contract be held invalid, such invalidity shall not effect other provisions which can be given effect without the invalid provision. The validity, interpretation and performance of this document shall be governed by and interpreted in accordance with the State Of Missouri.
14. Contractor's Right to Terminate Contract-Should the work be stopped by any public authority for a period of 30 days or more, through no fault of the electrical contractor, or should the work be stopped through act or neglect, of the customer or his agent for a period of seven days, then the electrical contractor upon seven day's written notice to the customer, may stop work or terminate the contract and recover from the customer payment for all work executed and any loss sustained and reasonable profit and damages.
15. Customer's Liability Insurance-The customer shall be responsible for and at his option may maintain such insurance as will protect him from his contingent liability to others for damages because of bodily injury, including death, and which may arise from operations under this contract.
16. If collection for this work has to be turned over to a collection agency, the customer will be responsible for fees charged by the collection agency.

Initials: \_\_\_\_\_



**MASTER SERVICES AGREEMENT  
BETWEEN  
CITY OF FALLS CITY, NE  
AND  
R/S ELECTRIC UTILITY SERVICES CORP.**

**THIS MASTER SERVICE AGREEMENT** ("Agreement") is effective as of April 2, 2025, and is between City of Falls City, NE ("Falls City"), and R/S Electric Utility Services Corp. ("RS"). The parties agree as follows:

1. **Scope.** This Agreement sets forth the terms and conditions that apply to all requests for services (the "Services") which Falls City may make of RS and all orders for goods (the "Goods") which Falls City may place with RS (and accepted by RS), from time to time during the term of this Agreement, for the labor and equipment rates provided to Falls City ("Rates"). Such Rates shall be adjusted annually (as agreed to between the parties) to align with annual labor and equipment increases. Falls City agrees to pay for reasonable out-of-pocket costs and expenses required and actually incurred in performing services, provided that RS has: (i) obtained Falls City's prior written consent; and (ii) submitted supporting documentation satisfactory to Falls City. This Agreement supersedes any preprinted terms or conditions on any preprinted purchase order submitted by RS or any printed or typed conditions forming a part of RS's proposal. Any additional or different terms and conditions set forth in RS's invoices, purchase order acknowledgments or similar writings, or in RS's electronic data interchange acknowledgments are not binding upon Falls City unless specifically assented to in writing by an authorized representative of Falls City.

2. **Specifications for Services.** Services will be performed in accordance with the specifications, schedule and Rates and other terms agreed to by the parties. Upon request, Falls City shall meet with RS to review the status of RS's activities. When on Falls City's premises, RS employees shall observe and comply with Falls City's procedures, rules, regulations, policies, working hours and holiday schedules, and RS shall at all times use its best efforts to minimize any disruption to Falls City's normal business operations.

3. **Invoicing.** RS shall invoice Falls City monthly in arrears, for services provided on a time and materials basis and for out-of-pocket expenses. RS shall submit to Falls City, with the invoice, backup documentation for all amounts invoiced. All invoices shall be payable within thirty (30) days of receipt by Falls City.

4. **Taxes.** RS shall be solely responsible for payment of any taxes whatsoever which may be assessed against RS or which may apply to the performance of work or the payment for work. To the extent that any such taxes are proposed to be assessed against RS, where RS is required to collect from Falls City under the applicable state or local tax law, RS shall: (i) notify Falls City of such proposed assessment as soon as RS shall have notice thereof; and (ii) cooperate with Falls City in any defense against the proposed assessment.

5. **Term.** The term of this Agreement is two (2) years from the effective date.

6. **Confidential Information.** Each party may have access to confidential or proprietary information of the other during the term of this Agreement and accordingly agree to disclose such information only to its personnel who have a need to know such information in connection with the performance of Services and who are subject to non-disclosure requirements at least as restrictive as those contained in this Agreement. Each party will use confidential information of the other only in connection with the performance of Services.

7. **Falls City Property.** All information, equipment, materials and data of every kind and description that RS receives, directly or indirectly, from Falls City or from a third party on behalf of Falls City is the property of Falls City.

8. **Warranty on Services.** RS warrants that it will perform all Services in a workmanlike manner in accordance with good industry practices and with the degree of skill, competence and care customarily exercised by a skilled service provider under similar circumstances. The Services will also be free from material defects. For a period of one year after Falls City's acceptance of the services, RS will promptly correct defects or deficiencies in the services at its expense after Falls City's notice to RS.

9. **Financial Ability, Proceedings and Obligations.** RS represents and warrants that it is financially capable of fulfilling all of its obligations under this Agreement, that there are no legal or administrative proceedings pending or threatened against it that could adversely affect RS's performance and that the RS is not prohibited by any arrangements or any document or obligation from entering into or performing this Agreement.

10. **Indemnification.** Each party (the "Indemnifying Party") will indemnify, hold harmless and defend the other party and its officers, directors, shareholders, agents, employees, and representatives (collectively, the "Indemnified Party") from all claims, liabilities, fines, interest, costs, expenses and damages (including reasonable attorneys' fees) incurred by the Indemnified Party (collectively, the "Indemnified Losses"), for any damage, injury, death, loss or destruction of any kind to persons or property, to the extent the damage, injury, death, loss or destruction arises out of or is related to the gross negligence or intentional misconduct on the part of the Indemnifying Party. Neither party will be directly liable to the other party for indirect, incidental or consequential damages.

11. **Insurance Coverages.** Contractor agrees to procure and maintain at its own cost and expense appropriate Worker's Compensation, Employer's Liability and General Liability insurance provided by a reputable and financially responsible insurance company. RS agrees to furnish satisfactory evidence of such insurance to Falls City.

12. **Independent Contractor.** RS agrees and represents that it is an independent contractor and its personnel are not employees or agents of Falls City for federal tax purposes or any other purposes whatsoever, and are not entitled to any Falls City employee benefits. RS assumes sole responsibility for the acts of its employees and agents. RS, and not Falls City, is solely responsible for the compensation of RS employees assigned to perform services hereunder, and payment of worker's compensation, disability, and other similar benefits, unemployment and other similar insurance, and for withholding income and other taxes and social security.

13. **Safety.** All contractors-suppliers performing work for Falls City are expected to maintain safety as the highest priority. RS is responsible for the safe performance of the work and the safety of RS's employees, agents and subcontractors. Falls City considers that all contractors-suppliers have the responsibility and general supervisory authority over their worksite, including the power to correct safety and health violations.

14. **Compliance with Laws; Permits and Licenses.** RS and any subcontractors shall comply with all applicable laws and regulations and shall secure any and all necessary governmental authorizations and permits, and shall upon request furnish satisfactory proof of compliance with any law or regulation.

15. **Force Majeure.** Neither Falls City nor RS will be liable or responsible to the other for any delay or failure to perform any of its obligations under this Agreement due to acts of God or of the public enemy, riots, wars or hostilities, fires, floods, storms or earthquakes.

16. **Miscellaneous.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to conflicts of law principles. The waiver of a breach of any term or condition of this Agreement will not constitute the waiver of any other breach of the same term or condition

or any other term or condition. A waiver must be in writing and signed by the party against whom the waiver is sought. This Agreement may be executed in counterparts, each of which will be an original and both of which, when taken together, will constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties with regard to the subject matter of this Agreement and may not be amended except in a writing signed by both parties. Headings are for reference only and are not intended to affect the meaning of any terms. This Agreement will not be construed against either party due to authorship.

**City of Falls City, NE**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**R/S Electric Utility Services Corp.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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# REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION



## CITY CLERK

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

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

Date: 4/3/2025 Phone No: 402 245 1955

Name: Kenny Killingsworth Email: turbobodyman@yahoo.com

Address: 719 EAST 21ST Street Falls City NE.

### Description of Topic & Desired Resolution:

1 Discussion OF NEBRASKA Revised STATUTE  
17-567

2 Discussion on the city Power Generating  
Plan + and residential infrastructure

3 Discussion on the city newly elected  
council members handbook

Signature of Requester: [Signature]

For City Use only

Received by: Anthony Jussbaum

Date: 4/3/25

Action Taken: Items added to April 7 agenda

# **An Orientation for Newly Elected City Council Members**



**City of Falls City  
Nebraska**

**December 2024**

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This document is intended as a helpful guide for new Council members. It covers basic duties, legal requirements, and procedures for effectively serving as a City Council member. Additional information is available by contacting the City Administrator's office.

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# **I. Introduction**

A City Council member plays an important role in the community. Council members perform many duties – from listening to and trying to resolve residents’ concerns to passing an annual budget that balances residents’ demand for City services with available revenues and abilities to pay. Council members must learn about new ideas and situations that require them to stretch their existing knowledge and skill levels. They are expected to be problem-solvers, to be responsive, to be fair, to act in the best interests of the community, and to work hard and be knowledgeable about community activities. There is prestige in being a Council member. However, the position of Council member is like a second job, involving many hours of work out of the spotlight – essentially, it is a labor of love and commitment, and the payback is reflected in the quality of life in the community.

Residents are often elected to the City Council without having a clear picture of what is expected of them as Council members or really understanding the workload and procedures of the Council. The purpose of this document is to provide newly elected Council members with information to make the transition from City resident to City Council member easier.

This document has been written for new Falls City Council members. In a sense, City powers and Council procedures are alike in most communities. Some differences do exist between first class, second class cities, and villages. This document covers broader concerns of Council members, rather than specific differences between classes of municipalities.

## **Mission Statement**

“The mission statement of the City of Falls City, Nebraska is to create a safe, sustainable, and thriving community through innovative and responsive public services. The city values transparency, accountability, and teamwork.”



## **II. City Council Overview**

### **Introduction**

This section describes the City Council authority, the purpose, and the duties of the Council. It also discusses the Council's role in the community and in upholding the public interest.

### **Authority of the Council**

The authority of the Council is closely tied to the statutory powers cities may exercise as a political subdivision of the State of Nebraska. Cities have essentially the same authority as the State, however, they are creatures of State statute which means we have only those powers the State has delegated to us.

The Nebraska Constitution and State statutes both grant broad powers to cities.

How the Council chooses to exercise its authority depends on a number of factors, including the size of a City, its ability to raise revenues, the need for services, the rate of economic growth and change, and first and foremost, the desires of residents.

Finally, the powers of a City differ depending on whether it is a first class, second class, or village.

### **Nebraska League of Municipalities**

For many years the City of Falls City has been a member of the League of Municipalities. The League provides many valuable services to its member cities: training, providing information about local government, lobbying the legislature to advance municipal interests, and keeping member cities informed about the legislature's activities, and legislative bills that impact cities.

The League is a dues-supported organization, with dues based on the population of its member cities. For the current year, dues were \$11,151.00. This is split between the City budget and the Utility budget respectively, \$8,230.00 and \$2,920.00.

Each Council member will receive a copy of the monthly League magazine, and have the opportunity to attend League training sessions. There are two major training events each year: a mid-winter conference held in February in Lincoln, and an annual conference held in the fall. In addition, every other year, special training sessions are conducted for newly-elected officials. I recommend these training sessions—they are a great way to learn about municipal issues and legal procedures, and also to meet other municipal officials. The League also has special sections and training programs for City Clerks, Municipal Finance Officers, Fire Chiefs, and City Managers and Administrators. Newly elected Officials sessions are held in conjunction with the Mid-Winter Conference in Lincoln.

## **Purposes of the Council**

The Council's chief purpose is to serve the public. It enforces public policy, administers public funds, and provides services based on what the people of the community want. State law says that the Council is the legislative body for the City and spells out a number of duties for which the Council is responsible. These duties are listed below under "Duties of the Council." The Council also has a political purpose which is closely tied with its legal duties: to represent, as well as possible, the values, needs, and desires of the City's residents. Although Councils have essentially the same legal requirements, the different values, needs, and desires of each individual community result in varying political purposes.

## **Duties of the Council**

Chapter 17 of the Nebraska Statutes set forth the powers and duties a Council may perform for cities of the second class. A City Council might not actually perform all of these duties, but most cities have the authority to do so, if they choose. For example, a small City may choose not to exercise eminent domain, issue bonds, or grant a cable television franchise.

Some of the more typical duties include the following:

- Adopt a budget and file required reports with the state
- Adopt a City code (ordinances) and make the code available to the public
- Maintain a public record/minutes of proceedings
- Acquire, manage, control, use, and dispose of real and personal property
- Provide for the levying of taxes
- Establish, reorganize, or abolish municipal departments
- Provide for fines and penalties
- Prepare a capital improvement program (CIP)
- Exercise eminent domain (condemn private property for a public use)
- Confirm the Mayor's appointments to boards and commissions as well as City department heads (depending on the language in the local code)
- Establish a personnel system
- Issue bonds
- Grant or extend a franchise

In addition to those listed in the statutes, the Council has other important duties. Some of these Council duties include the following:

- Establish rules of Council procedure
- Evaluate the City administrator
- Hear and evaluate public testimony
- Assess the need and demand for City services
- Assess public opinion on taxes
- Plan for economic development
- Plan for the future and the well-being of the community
- Hear and respond to citizens' concerns
- Resolve residents' problems
- Lobby for grants and funds
- Perform ceremonial duties

Specifically, Council members are responsible for management of the City's affairs and are held accountable to the community they serve.

## **Roles of the Council in the Community**

Almost everyone in the community has an opinion about the Council and what it does. Some residents may view the Council as a bunch who don't keep the streets plowed, while others view the Council as a farsighted group that helps fund economic development. So, just what is the Council's role in the community?

The Council acts on behalf of all residents to promote the good of the entire community. It is similar to the board of directors of a corporation, except that the Council's goal is not to maximize profits to shareholders, but to maximize the delivery of services to as many people as possible at the lowest possible cost.

The Council plays several roles in achieving this goal.

1. The Council manages funds by planning or budgeting how much money the City will receive and spend.
2. The Council acts as an "ombudsman" by hearing citizen complaints.
3. The Council evaluates projects, proposals, and other ideas brought forward by residents, staff, and other agencies.
4. The Council lobbies for grants and funds from outside sources and for public support of its proposals.
5. The Council determines the types of services needed by residents.
6. The Council plans for the future and well-being of the community: it creates and follows land use plans, economic development plans, and capital improvement plans.
7. The Council makes policy: specifically, the Council formulates the principles that guide the City's decision-making in its management and administration of public affairs.

## The City Council Upholds the Public Interest

The City Council is entrusted with upholding the public interest and it must make decisions that affect the entire community, rather than any particular group. Responsibility rests with the Council to decide on matters to achieve the greatest good for the greatest number of people within the community.

The public interest is different from a “special interest.” A special interest exists when one person or a small group of people would benefit from a Council action without regard for the larger interests of the community.

Essentially, the public interest represents the maximum amount of benefit that flows to society at large, rather than to selected groups or individuals. With each decision, the Council must weigh and uphold the public interest.



City Services affecting the public

### III. Be an Effective Council Member

#### Introduction

Every new Council member has probably been nervous at his or her first meeting. Should he or she say anything? What are the right procedures? What are some rules that can be followed? This section provides general tips to help a new Council member better understand how the Council works. Important advice for a Council member is to be prepared, listen, and contribute.

#### Participate in All Issues

Sometimes a person gets elected to the Council because he or she ran on a single issue, such as lowering the utility rates, improving streets, or objection to a zoning decision. Whatever the issue, when single-issue candidates are elected to the Council, they must become multi-issue Council members, or they are certain to become frustrated and ineffective. The reason is simple. Council members must deal with a lot of different issues on a regular basis. If the single-issue member does not deal with the other issues, he or she risks loss of support and respect from the other Council members and the public. When this happens, that person's ability to deal with even the single issue important to him or her loses support.

#### Focus on Policy, Not Politics

The Council is the policy-making body for the City. In this role, the Council is responsible for making decisions about which direction the City is going, how the City will spend its resources (money and staff time), what projects the City will work on, and so on. Policy-making is not really a separate activity -- the Council does not sit down at a meeting and say, "Let's make policy!" Instead, making policy is an ongoing activity that develops when the Council adopts ordinances, revises or adopts a comprehensive development plan, considers the ranking of projects in a capital improvement program, and carries out its other duties and responsibilities.

Making policy is simply the act of making a deliberate choice or decision from among different alternatives, based on the available facts. Public policy is created when the Council makes these choices or decisions with the best interest of the whole community in mind. **A Council that is influenced by competing, short-term or personal agendas will have difficulty finding agreement on important public policy issues.** Doing the City Council's business (in effect, the public's business) is a group activity that requires patience, vision, cooperation, and compromise.

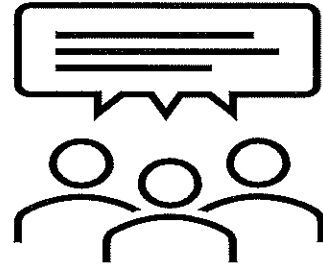
#### Discuss, Debate, and Disagree Without Fighting

No one expects Council members to agree on everything. In fact, when disagreement exists, it means that different viewpoints are being considered before a decision is made. Looking at the different viewpoints is an important part of the decision-making process and ensures that the interests of all concerned are being given some thought. When a disagreement becomes a fight, however, feelings on the issue have become too personal. Council members should ask for an "at ease" when this happens to let things cool off. Fighting doesn't solve problems or lead to answers. And, it doesn't help conduct the community's business.

## Address Issues within the Council's Control or Authority

Some issues may be important to Council members and the community but may not be within the Council's power or authority to deal with. Decisions about the development in wetlands, for example, may be important to a community's economic well-being, but not within its management authority.

Consequently, the Council may adopt resolutions stating the City's opinion and send them to state and federal agencies, or it may lobby state or federal officials on these concerns. Council members should avoid issues outside the City's control; for example, gun control or prayer in public schools. The Council will always have enough work to do without taking on issues that must be resolved by another governmental entity.



## Avoid Micromanagement

The Council appropriates funds in the budget but should not micromanage the funds by overseeing every expenditure or by making spending decisions that staff are authorized to make. As an example, if \$500 is budgeted for office supplies, Council should not tell the staff which supplies to buy. Staff should be allowed to do their jobs with administrative supervision. The Council is ultimately responsible to account for public funds and should have a good sense about what the funds are being spent on, but questions that arise need to be addressed through the chain of command. In the larger sense, appropriate management means that the Council members should not try to do their jobs and the staff's jobs, too.

## Additional Tips for Council Members

The following recommendations are addressed to Council members to help them act effectively:

1. **Read Your Packet:** Be informed before meetings. Council members receive a meeting packet in advance of the meeting. Read it and be ready to discuss the issues at the meeting. Information provided in the packet can help you better understand the issues and participate in more detailed discussion during the meeting.
2. **Become Familiar with the City's Planning Documents:** Find out if your City has a comprehensive development plan, a capital improvement plan, or an economic development plan. Take time to read any existing planning documents, or at least read through the table of contents and highlights to become familiar with their contents. When an issue comes up on something covered in a planning document, you will at least know where to look for more information.
3. **Become Familiar with the City Code:** Know what is in the code, particularly the chapters on administration, Mayor, Council, revenue and finance, and public services.

4. **Learn All Sides of an Issue before Forming an Opinion:** A Council member makes better, well-informed decisions or opinions when he or she learns all sides of an issue. If you take the position that you already know everything about an issue, you may miss an important opportunity to learn something new.
5. **Take Part in Debate:** As a rule, the quality of the Council's decision-making is improved when all members contribute to the discussion. Express your views and the views of the people you represent. Participation doesn't ensure that the outcome will be exactly what you want, but it will ensure that your opinions have been considered.
6. **Ask Questions:** You've heard the expression, "There's no such thing as a dumb question." Well, it's true. If you have a question, other members probably do also. If you don't know, how else will you find out?
7. **Seek Solutions:** Be a problem-solver, not a problem-maker. Contribute to debate in a way that will lead to solutions and not merely add to the difficulty or complexity of a situation. We have all known people who focus on why something can't be done rather than look for ways to get it done.
8. **Don't Be Shy:** Nobody else is going to speak up for you. Your idea may be the one that will lead to an answer or a solution, so speak up when you've got something to say.
9. **Use the Staff:** The City staff provides technical assistance. Don't ask staff members to decide for you; instead, get from them the facts and other information you need to make the best decision you can.
10. **Be Inquisitive, Not Argumentative:** You should dig into a matter, and be assertive if you must, to get the information you need. But you should not pick fights or needlessly anger people in the process. The best environment for decision-making is one that respects all opinions and the right to express them.
11. **Respect Your Peers:** There's an old saying, "What goes around, comes around." If you don't respect your fellow Council members and their opinions and positions, they won't respect you and your opinions either. There is no rule that says Council members have to be friends, but relationships should be polite and professional. Council members are community leaders who can set an example for others to follow.
12. **Share Information:** If you know something about a proposal before the Council that other members don't know about, share it. The decision-making process will benefit when Council members share important information with the entire group.
13. **Put in Extra Effort:** Volunteer to serve on committees, perform ceremonial duties or special assignments. Don't let other members do all the extra work.
14. **Be Practical:** Always look for solutions that are practical and doable. Otherwise, you'll waste everyone's time offering up ideas that are too costly or impractical, or don't relate to the situation the Council is looking at.



15. **Focus on Issues, Not Details:** Details are important, but don't get lost in them when considering an issue. Sometimes it's more comfortable to deal with details when an issue is unpopular or difficult, but doing so will not produce answers.
16. **Rely on Facts, Not Opinions:** Relying on facts can be hard, but it is very important. For example, if someone tells you that the proposed animal control ordinance is stupid, that is not necessarily a fact or a good reason to oppose it. If, however, staff recommendations or public testimony show that it would be impossible to enforce or too costly to administer, then you have a factual basis for a decision.
17. **Dealing with Staff:** If you have problems with a staff report – for example, it appears to favor one group or person over another or you question whether the facts are accurate – don't surprise the staff member at the meeting with critical comments. Instead, talk to the staff member beforehand and work out the problem. It is important to maintain a good working relationship with the staff.
18. **Take the Time to Make a Difference:** The time you actually spend at meetings is only a small part of the time it takes to be a good Council member. Be prepared to spend a fair amount of time preparing for meetings, staying informed, and being actively involved as a Council member.





## **IV. Topics a Council Member Needs to Know**

### **Ordinance versus Resolution**

An ordinance is a law that (1) establishes a procedure, or (2) governs behavior and may be enforced through fines or penalties. For example, the City adopts vehicle and traffic regulations by ordinance.

A resolution, on the other hand, is a statement of the Council's opinion or intent. A City may adopt a resolution to create school appreciation day, for example, or support or oppose a state or federal action. A better way to explain the difference might be to say:

*The council shall act only by ordinance, or resolution. Law of a general, uniform, and permanent nature shall be reduced to ordinance. When council expresses opinions, principles, facts or propositions, it shall be in the form of a resolution.*

### **Ordinance and Resolution Procedure**

The following information on ordinance and resolution procedure is taken from Neb. Rev. Stat. §17-614. Some matters have a notice provision and public hearing required by statute before an ordinance can be adopted by the Council. Examples would be annexation of territory into the City, levying of special assessments, changes or amendments to zoning or the comprehensive development plan, and amendments to redevelopment plan modifications recommended by the Community Redevelopment Authority (CRA).

1. An ordinance may be introduced for consideration by a Council member, a committee of the Council, the mayor, the City administrator or City attorney.
2. All ordinances and resolutions or orders for the appropriation or payment of money shall require for their passage or adoption the concurrence of a majority of all members elected to the City Council. The mayor may vote when that vote shall be decisive and the Council is equally divided on any pending matter, legislation, or transaction and the Mayor shall, for the purpose of such vote, for the purpose of such vote, be deemed to be a member of the City Council.
3. Ordinances of a general or permanent nature shall be read by title on three different days unless three-fourths of the City Council members vote to suspend this requirement. Such requirement shall not be suspended for any ordinance for the annexation of territory. In case such requirement is suspended, the ordinances shall be read by title or number and then moved for final passage. Three-fourths of the City Council members may require a reading of any such ordinance in full before enactment.
4. Ordinances shall contain no subject which is not clearly expressed in the title, and, except as provided in section Neb. Rev. Stat. §17-614, no ordinance or section thereof shall be revised or amended unless the new ordinance contains the entire ordinance or section as revised or amended and the ordinance or section so amended is repealed, except that:

(a) For an ordinance revising all the ordinances of the City, the only title necessary shall be “An Ordinance of the City of Falls City, Revising all the Ordinances of the City”. Under such title all the ordinances may be revised in sections and chapters or otherwise, may be corrected, added to, and any part suppressed, and may be repealed with or without a saving clause as to the whole or any part without other title; and

(b) For an ordinance used solely to revise ordinances or code sections or to enact new ordinances or code sections in order to adopt statutory changes made by the Legislature which are specific and mandatory and bring the ordinances or code sections into conformance with state law, the title need only state that the ordinance revises those ordinances or code sections affected by or enacts ordinances or code sections generated by legislative changes. Under such title, all such ordinances or code sections may be revised, repealed, or enacted in sections and chapters or otherwise by a single ordinance without other title.

5. After the ordinance is adopted, the City Clerk shall cause the ordinance to be published in its entirety or may publish the passage of the ordinance in pamphlet form.
6. Ordinances take effect fifteen (15) days after their passage, unless a later effective date is specified in the ordinance.

#### **Emergency Ordinances:**

In cases of riots, infectious diseases, or other impending danger, or any other emergency requiring its immediate operation the ordinance shall take effect after its passage upon the proclamation of the Mayor immediately upon its first publication as provided in Neb. Rev. Stat. §17-613.

If a public hearing is required:

1. Copies of the ordinance have to be available to everyone at the hearing, or the ordinance must be read in full.
2. The Council must take public testimony from everyone wishing to be heard.
3. When the public hearing is closed, the Council will take the action either to reject, adopt, or amend and adopt the ordinance.

## **City Code**

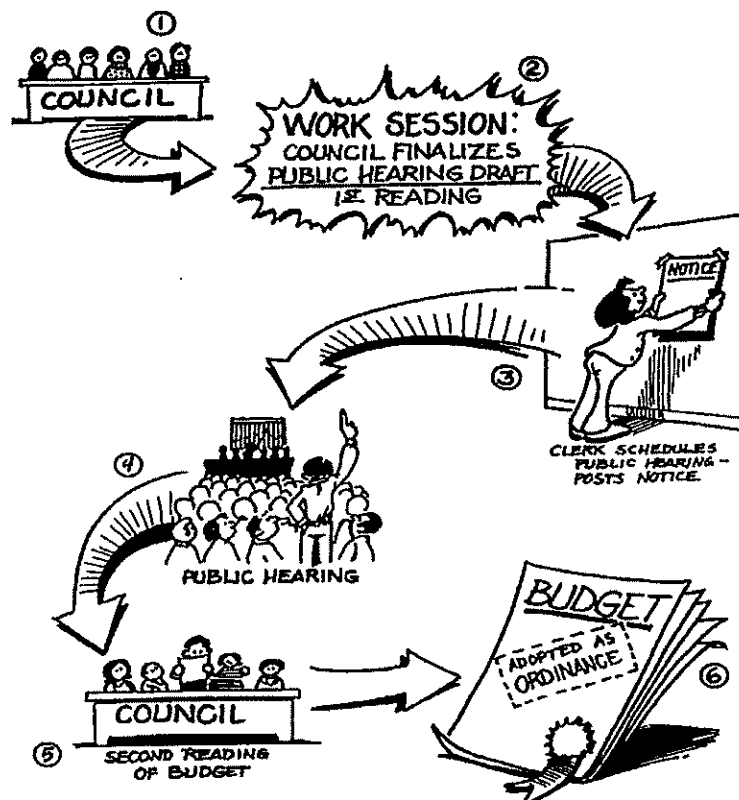
The City Code is the City’s book of ordinances. A copy of the City Code can be accessed online from the City’s website. It contains all ordinances of a “general and permanent nature” that are in effect over time. Examples include ordinances on administration and personnel, revenue and finance, public services, and health and safety. These ordinances are “codified” when they are organized according to a numbering system and are placed in a properly indexed book maintained for the purposes of organizing and recording the ordinances. These codified ordinances are called “code” ordinances. Non- code ordinances address some specific event in time and are not general and permanent. Examples of non-code ordinances are adopting the fiscal year budget, authorizing a special election, or authorizing the sale or disposal of City property.

Smaller communities frequently use a three-ring binder to keep the City's code organized and updated as appropriate. The ordinances of some larger cities are codified by a company that specializes in this type of work. These companies typically place the codified ordinances in a hardbound, expandable binder with the City's name printed on the cover. A City that does not have its ordinances codified and organized should recognize that this matter is serious and must be addressed immediately. The City Clerk is responsible for codifying the records.

## The Budget

The budget is one of the most important assignments the Council reviews and approves each year. The budget is the Council's outline for City services, revenue collection, and staffing. It is the spending "plan" against which actual expenditures (and revenues) can be measured on a monthly basis throughout the year using monthly financial reports. The City's fiscal year runs from October 1 to September 30. Work on the budget should be started at least six months before the current fiscal year ends. A chart of accounts needs to be created so that all expenditures can be tracked to the right department, such as public works, Mayor and Council, and public safety, and to the correct cost categories, such as salaries, benefits, commodities, travel and per diem, and contracts. Council members should spend time on the budget. They need to know what's in it. Council members should ask questions, and request and get monthly financial reports. The budget is one of the most important documents the Council produces.

## BUDGET PROCESS



## **Conflict of Interest (see Article VII.)**

A conflict of interest occurs when a Council member has a direct personal interest, usually a financial interest, in a matter before the Council. It is okay to have a conflict of interest, but it is wrong to fail to report it and request to be excused from voting on the matter. If a City does not adopt a conflict of interest ordinance, the provisions of Neb. Rev. Stat. §§49-1493 et seq. automatically apply as the language that directs the City's conflict of interest process. The provisions of conflict of interest law are these:

1. A member of the governing body should declare a substantial financial interest the member has in an official action and ask to be excused from a vote on the matter;
2. The presiding officer should rule on a request by a member of the governing body to be excused from a vote; and
3. The decision by the presiding officer on a request by a member of the governing body to be excused from a vote may be overridden by a majority vote of the governing body.

It is not unusual for Council members in small communities to have conflicts of interest. Not all conflicts involve a substantial financial interest, however. Some conflicts may only appear to be improper or have the appearance of an unfair advantage. These conflicts should be declared as well so that the public doesn't think that Council members are self-serving and just looking out for themselves. Basically, if a Council member thinks he or she has a conflict, the conflict should be declared and the mayor (or presiding officer) should be notified to decide whether the Council member should vote. The opinion of the City Attorney may be sought when there is an alleged conflict of interest. A conflict should only be declared when a conflict is really believed to exist. A conflict should never be declared to avoid having to vote on a tough issue.

## **Open Meetings Act**

The Nebraska Open Meetings Act (Neb. Rev. Stat. §§84-1407 et seq.) requires that all meetings of a governmental body of a public entity (including City Councils) are open to the public. This requirement means that the Council must provide notice not only of its regular and special meetings, but also of its work sessions and committee meetings when a quorum of Council members is present. The City code should contain all requirements for public notice of meetings, including what to include in the notice, where the notices are posted, and how soon before the meeting the notices are posted. State law requires that notice be reasonable; include the date, time, and place of the meeting; be posted at the principal office of the public entity (City Hall), in addition to any other means and locations stated in local ordinance; and be consistent, or done in the same way each time.

Nebraska courts have ruled strongly in favor of the Open Meetings Act. Actions taken at unnoticed or improperly noticed meetings can be voided. It can also cost cities a great deal of money to defend officials against charges of Open Meetings Act violations.

Under this Act, meeting is defined as all regular, special, or called meetings, formal or informal, of any public body for the purposes of briefing, discussion of public business, formation of tentative policy, or the taking of any action of the public body at which a quorum of the members of the

governing body are present. Therefore, public officials should exercise caution when engaged in discussion among themselves of issues outside of any publicly noticed meeting. This kind of discussion has been, and can be, construed as violating the Open Meetings Act.

As a practical matter, Council members are always going to be talking to one another. After all, people talk about the things they have in common, and Council members are no exception. When members pass each other on the street or sit together in the cafe for coffee, it is natural that the conversation includes City business. Council members must be careful to not commit a vote or seek another member's commitment and to not engage in discussion that leads to a conclusion on an issue before the full Council hears it. **In today's world the use of email and texts can create a violation of the Open Meetings Act if the email conversation involves communication between Council members.**



A lot of ideas can result from casual encounters outside the pressure and formality of the Council chambers. Exchanging information, ideas, and viewpoints can be valuable. However, Council members, and all public officials, must be mindful of the provisions of the Open Meetings Act.

### **Ex Parte Contact**

*Black's Law Dictionary* defines ex parte contact as, "on one side only; by or for one party; done for, in behalf of, or on the application of, one party only." What's wrong with ex parte contact? Basically, ex parte contact occurs when someone who wants something from the Council takes a Council member aside and gets him or her to commit to a position outside the public forum, before the Council member has had a chance to hear all sides of an issue. Elected officials are always going to be approached by members of the public who want to raise issues, make complaints, hear explanations, or otherwise talk with Council members. Elected officials should – in fact they have a duty to – speak with and listen to citizens. But the line should be drawn when a Council member is taken aside, given one side of an issue, and asked to state his or her position before knowing all the facts or having heard the other side.

If someone insists on giving a Council member information or persuading him or her to take a certain position, the Council member should tell that person to share the information with the entire Council, or the member should share the information with the entire Council himself or herself. If the information is written, it should be copied and distributed. If information is so important that someone persists in giving it to a Council member, then it's important enough to share with the whole Council.

## Council Procedures

Councils must have procedures in place and follow them for meetings as well as for other matters such as filling vacancies and identifying qualifications for office, term of office, and quorum. Some procedures are found in Chapter 1 of the City Code and others in State statutes. Rules of procedure are not ordinances but guidelines the Council has agreed to follow. Contained in these rules might be a list identifying the Council's standing committees.



## V. Meetings and Motions

### Introduction

Members may mingle with the public in many other settings, but meetings are the events at which the public's business is conducted and decisions are made that commit the funds and resources of the City. Meetings should be conducted in a calm, orderly environment free from disruptions. After all, who wants to (or can) make good decisions in a loud or uncontrolled setting with lots of interruptions?

### Types of Meetings

The Council convenes in several different types of meetings which are discussed below.

**Regular Meetings:** Regular meetings are currently held at City Hall on the 1<sup>st</sup> and 3<sup>rd</sup> Mondays of each month. Meetings are advertised to start at 6:00 p.m. Date, time, and place are specified so that everyone knows when regular meetings will be held. The public shouldn't have to be concerned about the meeting time, date, and place always changing. At times it may be necessary to reschedule the regular meeting due to conflicts with holidays, etc. When a meeting schedule changes, notice must be posted informing the public that the meeting has been rescheduled and when it will be held. Typically, during December of each year, city council reviews any meeting dates within the next calendar year that may conflict and set an alternate meeting date and time for any conflicting dates.

**Special Meetings:** Special meetings have the same requirements as regular meetings, except that they are called for a different time than that fixed for regular meetings. If the Council must meet at a date and time other than its regular meeting day and time because of the importance or timing of an issue, it can call a special meeting and give notice as required by the City Code and the Open Meetings Act. A special meeting does not take place instead of a regular meeting; it is held in addition to the regular meeting.

**Emergency Meetings:** When it is necessary to hold an emergency meeting without reasonable advance public notice, the nature of the emergency shall be stated in the minutes and any formal action taken in such meeting shall pertain only to the emergency. Such emergency meetings may

be held by means of electronic or telecommunication equipment. The City Clerk maintains a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to them of the time and place of an emergency meeting and the subject(s) to be discussed at that meeting. Complete minutes of such emergency meetings specifying the nature of the emergency and any formal action taken at the meeting shall be made available to the public by no later than the end of the next regular business day.

**Committee Meetings:** The Mayor may appoint both standing and ad hoc committees of the Council to examine particular questions or issues in greater detail. Standing committees normally exist permanently. These may include a budget committee, a negotiations committee, safety committee and a pension committee. Ad hoc committees are formed to address a specific situation and are disbanded once the situation has been dealt with. Committees are valuable because they give the Council a chance to study issues before they are ready for Council action and identify any problems, concerns, or difficulties that may exist. A committee cannot take an action on behalf of the full Council; instead, it recommends an action to the Council.

**Work Sessions:** A work session is not unlike a committee meeting. In fact, a work session is a meeting of the whole Council (committee of the whole), to discuss matters that do not fall under any other standing or ad hoc committee. Although the City of Falls City has the ability to hold work sessions, the City currently does not hold routine work sessions. A work session can be held for a variety of reasons, but they share the same characteristics which allows the Council to discuss topics in an informal setting, gather information, or study and problem-solve an issue better before it comes before the full Council as an action item. In a work session, just like in a committee meeting, Council members cannot take any action on an item. However, people can make recommendations for action at a future Council meeting.

## Notice of Meetings

Proper public notice must be provided in advance of all regular meetings of the Council. The Open Meetings Act requires that reasonable advance notice be given as by publication in a newspaper of general circulation within the public body's jurisdiction (Neb. Rev. Stat. §84-1411 (1) (b) (i). Emergency meetings may be held without reasonable advance notice but are subject to the requirements of Neb. Rev. Stat. §84-1411 (5).

State law requires that notice include the date, time, and place of the meeting; be posted at the principal office of the public entity, in addition to any other means and locations stated in local ordinance; and be consistent, or done in the same way each time. The notice should also contain an agenda or a statement that an agenda which is kept continuous current is available for public inspection in the office of the City Clerk during normal business hours. Notice should be posted at several known and well-used locations in town, like the post office, the store, City hall, and the community bulletin board. It is important that the public knows where notice will be posted and knows what business will be discussed at the meeting.



## **The Agenda**

The Council must approve the agenda for each regular or special meeting or work session. Attached hereto as Exhibit “A” is the format used for regular or special meetings or work sessions.

The agenda for a meeting cannot be changed within 24 hours of the time set for the meeting to convene, unless the item is of an emergency nature (Neb. Rev. Stat. §84-1411 (1) (e)). The emergency item may be added to the agenda of a meeting of the Council if the Council determines it to be an emergency. The order of the agenda may be changed at the meeting in order to accommodate the public in attendance or for those wishing to appear before the Council.

## **Taking Part in Debate**

Debate and discussion are not the same. Discussion is general and doesn’t necessarily lead to closure of an issue. It is the method used for less formal meetings and work sessions. Debate occurs after a motion has been made and formal Council action is required.

Debate at Council meetings goes through the Mayor. If a Council member wants to speak, he or she must be recognized by the Mayor (or presiding officer, if the Mayor is absent from the meeting). The member may then speak only on the motion under discussion. Members should never interrupt one another. Comments should be brief and to the point.

## **Parliamentary Procedure**

Although people often think parliamentary procedure is too complicated to ever make any sense, the protocol is not as complex as they fear. Rules, or tips, are available to understand parliamentary procedure and use it correctly. Almost all City Councils use the most recently revised copy of *Robert’s Rules of Order*.

The use of rules, or parliamentary procedure, for debate fulfills several important purposes. It provides form or structure for debate. It ensures that only one item at a time is before the Council for debate. It provides a forum for debate that is fair to everyone and partial to no one. Finally, it permits the will of the majority to prevail while protecting the rights of the minority and permitting all sides of an issue to be heard. Councils can use their own rules for parliamentary procedure, but most use *Robert’s Rules of Order*. Questions of parliamentary procedure are referred to the City Attorney.

## **Types of Motions**

The backbone of parliamentary procedure is in motions and how they are made and disposed of, the various categories of motions, and the relationship between motions. The four types of motions are discussed below.

**Main Motion:** The main motion is the motion that brings an item of business before the Council for its formal deliberation. Only a main motion can bring matters before the Council for a vote.



**Motion to Amend:** Is a subsidiary motion which relates directly to, and amends, a main motion. Any subsidiary motions on the floor must be voted on before returning to the main motion. Other types of subsidiary motions that may relate to the main motion are:

- Motion to Amend
- Motion to Table
- Motion to Call the Question (not debatable)
- Motion to Limit or Extend the Time for Debate
- Motion to Postpone to a Time Certain
- Motion to Refer to a Committee or Staff
- Motion to Postpone Indefinitely

These motions are listed in their order of precedence. That means they must be dealt with in order (from top to bottom) if more than one is on the floor at the same time. For example, a motion to “table” has precedence over all the other subsidiary motions and so on down the list. In addition, any subsidiary motion before the Council must be voted on before the main motion may be voted on. The most common subsidiary motion is the motion to amend.

**Privileged Motion:** A privileged motion deals with the rights of the members and with the group, not with the other motions on the floor. A privileged motion may interrupt other business, is not debatable, and must be dealt with before any other pending business. It may be any of the following:

- Fix the Time to Adjourn
- Adjourn
- Recess
- Raise a Question of Privilege

Like subsidiary motions, privileged motions are also listed in order of precedence, (from top to bottom on this list) with the first motion having precedence over the others and so on down the list.

**Incidental Motion:** An incidental motion deals with questions of procedure and is not related to the main motion. Incidental motions do not have an order of precedence, and as a rule, they are not debatable. An incidental motion must be dealt with before the Council can return to the main or subsidiary motions. The most common incidental motions are as follows:

- Point of order
- Point of information
- Parliamentary inquiry
- Division of the question
- Appeal a decision of the chair

Other incidental motions are rarely used, but can be reviewed in *Robert's Rules of Order*.

## **Making a Motion**

A main motion is the way an item is placed before the Council for consideration and action. A Council member, after being recognized by the chair, says, "I move for the adoption of Ordinance No. \_\_\_ on first reading" The mayor then asks for a second, and when the motion is seconded, asks if there is any debate on the motion. Any subsidiary motions that may be made, such as a motion to amend the ordinance, or to table it, or send it to a committee, must be voted on before the main motion may be voted on. *Robert's Rules of Order* requires that every motion have a second.

Every motion consists of eight steps (or seven if using *Mason's* rules) that follow in order:

1. A Council member seeks recognition from the chair
2. The member is recognized by the chair and "has the floor"
3. The member makes a motion
4. The motion is seconded (*Robert's Rules of Order*)
5. The chair restates the motion to the body ("Motion by Council member \_\_\_\_, seconded by Council member \_\_\_\_ to adopt Ordinance No. \_\_\_\_ on first reading.")
6. Council debates the motion
7. Council votes on the motion
8. The chair announces the result of the vote

## **Voting**

Once debate on a motion is completed, the Council has to vote. Every member present has to vote unless the member declares a conflict of interest and the Mayor (or presiding officer) rules that the member has a conflict of interest that prevents him or her from voting. Every Council member's vote is recorded as a "yes" or "no". A roll call or viva voce (voice) vote is required by the Open Meetings Act (Neb. Rev. Stat. §84-1413), unless an electronic voting device is utilized which allows the public to see the vote of each Council member. The vote of each Council member is recorded by the City Clerk and reflected in the minutes of the meeting.

## **Abstaining from Voting**

Every Council member must vote on every issue. A member can only abstain if the Mayor has ruled that he or she has a conflict of interest on the particular matter being voted on. A Council member must explain his or her conflict and get a ruling that a conflict does or does not exist. The Mayor's ruling, whichever way it goes, may be overridden by a majority of the Council.

## **Unanimous Consent**

Unanimous consent occurs when all Council members vote in favor of a motion. Sometimes, unanimous consent simply occurs after a vote, when all members end up voting the same way. Other times, unanimous consent may be requested as part of a motion. Typically, this request happens when electing the leadership (President and Vice President of the Council) the person making the motion knows the item is not controversial. The person making the motion might say, "Mr. Chair, I move that nominations cease and that a unanimous vote be cast in favor of \_\_\_\_\_."

## Quorum

A quorum is the minimum number of Council members required to conduct business. Neb. Rev. Stat. §17-105 provides that a majority of all the members elected to the Council constitutes a quorum. A quorum of the Falls City - City Council is five (5) members. The Mayor is elected separately from the Council; he or she is not considered a member of the Council, and is not counted as part of the quorum.

A member who is disqualified from voting is considered present for purposes of a quorum. If a quorum is not present, any number of the members then present may recess or adjourn the meeting to a later date. Formal actions of the Council must be adopted by a majority of the full membership, never by a majority of the quorum. So, if only five members (a quorum) are present at a meeting, any one member can potentially vote down items before the Council because three votes are not a majority of the full membership. However, Neb. Rev. Stat. §17-110 provides that Mayor, if present, shall have the right to vote when his or her vote will provide the additional vote required to create a number of votes equal to a majority of the number of members elected to the Council. For this reason, sensitive, complex, or difficult matters should come before the Council only when all the members are present.

## Role of the Mayor in Council Meetings

Council members and the public look to the Mayor to provide leadership during the meeting. The Mayor should understand the issues before the Council, know and understand the members of the Council, and be able to bring the Council to decisions even on difficult or complicated issues. The Mayor should be able to do all of the following effectively.

**Run a Meeting:** The Mayor is responsible to run an orderly meeting and conduct public business in a fair and timely manner. Everyone looks to the Mayor for leadership.

**Maintain Order:** The Mayor should not allow cheering, hissing, booing, or other demonstrations from the audience. Nor should he or she permit Council members to become rude, confrontational, or argumentative with one another or the audience.

**Keep the Business Moving:** It is the Mayor's job to keep business moving by bringing matters to a vote.

**Manage Public Testimony:** By using a sign-up list, the Mayor will know who wants to speak on items before the Council. If a lot of people want to speak, the Mayor should set a time limit per speaker (usually three minutes). Rambling, irrelevant testimony should be discouraged. The Open Meetings Act allows the Council to make reasonable rules for citizens wishing to speak at meeting of the Council. Neb. Rev. Stat. §§84-1412(2) and 84-1412(3) provide:

(2) It shall not be a violation of this section for any public body to make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, televising, photographing, broadcasting, or recording its meetings, including meetings held by virtual conferencing. A body may not be required to allow citizens to speak at each meeting, but it may not forbid public participation at all meetings.

(3) No public body shall require members of the public to identify themselves as a condition for admission to the meeting nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. The body shall require any member of the public desiring to address the body to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual.

**Prevent Arguments:** Discussion between Council members and members of the public who are testifying should be limited to fact gathering that helps the Council make informed decisions.

**Use Parliamentary Procedure:** The Mayor needs to know enough parliamentary procedure to run the meeting. Someone else may be the parliamentarian, but the Mayor must have a working knowledge of parliamentary procedure.

**Tie Things Together:** The Mayor should have the ability to consider public testimony, Council deliberations, and an understanding of the issues at hand when guiding the Council toward a decision.

**Implement Approved Actions:** The mayor should have the ability to create an action plan and follow through on the actions decided at the meeting.

## VI. Council Relationships

### Introduction

The Council interacts with many different individuals and groups of people: The Mayor, the City Administrator, the planning commission, other boards and commission, the staff, the public, and others. This section addresses the business nature of these relationships.

### Relationship with the Mayor

The Mayor may be either the chief executive of the City or, if the City has the manager form of government, more of a ceremonial head of government. The powers of the Mayor also vary depending on the class of City. However, the relationship between the Mayor and the Council is basically the same for all classes of cities.



The Mayor-Council relationship is based on the fact that the Mayor is the political leader of the City and holds the City's highest elected office.

The office of Mayor is typically granted a certain respect. Whether or not the person who occupies the office is personally well liked by Council members really isn't important. What

counts most is the ability of the Mayor and the Council to work together for the common good of the community. If the Mayor and the Council fought all the time, the disputes would project a negative image to the public, waste valuable time, promote conflict, slow down work and progress, and distance people from one another. The results of constant fighting do not make an effective Council.

The Council members may not always agree with the Mayor, and they may not think the Mayor makes good decisions all the time, but they have to work with the Mayor. Council members should strive to work with the Mayor in a manner that:

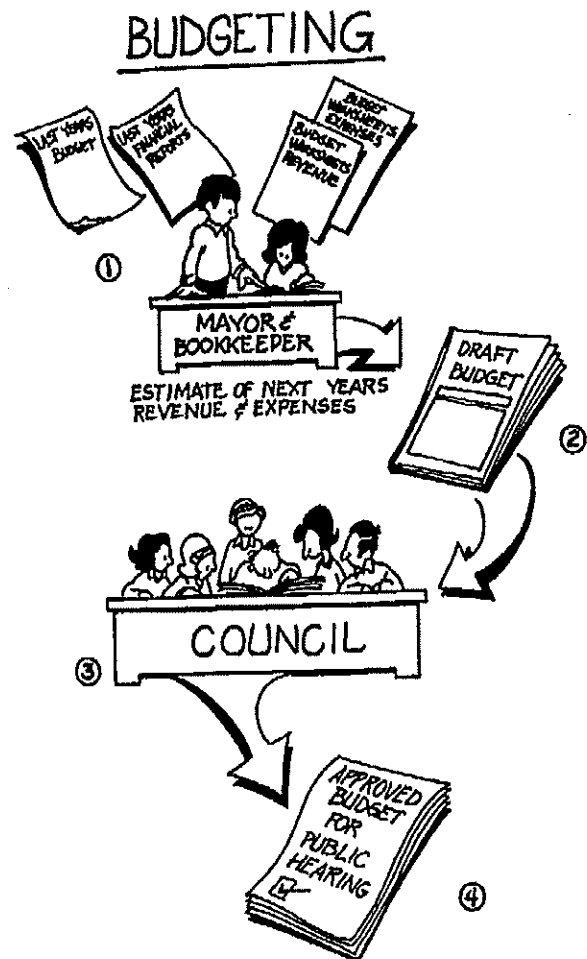
- Projects a positive image
- Makes best use of the Council's time
- Promotes teamwork
- Permits work to go forward and progress to be made, and
- Involves the whole Council, including the mayor, in solving problems.

An organized, well-informed Council that works together with the Mayor helps strengthen the well-being of the community.

### Relationship with the City Administrator

An administrator may be hired to conduct City business and carry out the directives of the Mayor and Council. The Mayor typically hires the administrator, which is subject to approval of the Council.

An administrator's authority doesn't come from state statute. The administrator performs only those duties that are delegated to his or her position. It is very important that the Council make it clear what is being delegated in writing. This clarification of delegated duties may be done by ordinance, resolution, job description, or written delegations of authority so that it is clear to everyone, including the public, what the Mayor and Council expect the administrator to do. Whichever method is used, everyone should be clear on just what the administrator's duties are. The administrator reports to the Mayor but, as a practical matter, works for the entire Council. Individual Council members should not order the administrator to do things that the Council has not discussed and approved or that the Mayor is unaware of and has not approved. After all, what if another Council member or the Mayor has an entirely different view and also orders the administrator to do something? The full Council may evaluate the administrator annually, although the Mayor may also complete the evaluation.



## **Tips on the Council's Relationship with the City Administrator**

When a City employs an administrator, the following advice should be kept in mind regarding the Council's relationship with that person.

The Council should:

- Clearly define its expectations for the person in that position
- Give the administrator clear direction on assigned tasks or duties
- Give the administrator the opportunity to use his or her professional skills
- Evaluate the administrator's performance on a regular basis
- Never blame the person for actions initiated by the Council that may be unpopular

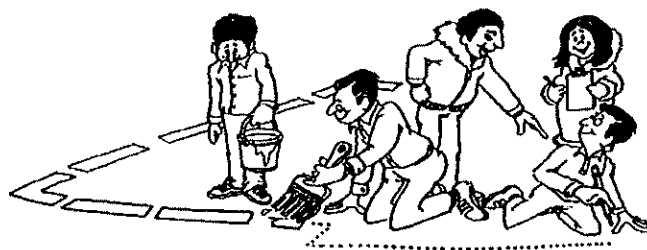
Conversely, the City Administrator should be mindful of certain behaviors when he or she interacts with the Council.

The administrator should:

- Always help to resolve issues
- Seek clarification in situations for which Council direction is unclear or conflicting
- Stick to the facts
- Avoid picking sides in a dispute
- Explain items to the Council – never lecture
- Never promote conflict or division
- Never act as a Council member
- Never try to hide a mistake or get the Council to cover it up

## **Relationship with the Planning Commission**

The planning commission is an advisory body to the Council. The commission makes recommendations to the Council for Council action. For example, the commission may recommend a rezoning of property, amendments to the zoning and platting codes, or revisions to the comprehensive plan, all of which must be approved by ordinance and therefore by the Council.



PLAN AND EVALUATE

The Council benefits from having a strong, capable commission. The commission can handle a lot of work on behalf of the Council, work that the Council does not have time to do along with all of its other duties. A commission that can give the Council solid reasons for the positions it takes will help the City make good planning decisions.

## **Relationship with the Board of Public Works**

The City Council and the Board of Public Works (BOPW) work together closely in managing municipal utilities and streets, with the council approving appointment of BOPW members. The BOPW, consisting of three to six appointed residents, is responsible for the day-to-day operations and management of city-owned utilities and streets, exercising most of the operational powers granted to the municipality. However, any significant expenditure over \$20,000 requires prior council approval, ensuring fiscal oversight. Although the BOPW operates independently in many respects, it remains subject to the council's review and supervision. Additionally, the council prohibits members from holding positions on both the council and BOPW simultaneously, maintaining a clear separation of roles.

## **Relationship with other Boards**

The relationship between the City Council and boards is one of structured oversight and delegation, where the Mayor appoints members upon approval by City Council. The City Council provides broad oversight while the boards, departmental heads along with supervisory oversight by the City Administrator manage the daily operations. Through these boards, the council delegates specific tasks while maintaining a level of control, ensuring both effective governance and adherence to municipal policies and budgetary constraints.

## **Relationship with Staff**

City staff are supervised by the City Administrator. The Council may hire, fire, and evaluate the City Administrator, City Attorney, and City Clerk, but the Council should not engage in the day-to-day supervision of employees. Several pointers can assist Council members in achieving a positive working relationship with the staff.

**The Staff Advises:** It is the staff's job to provide the Council with the facts and information needed to arrive at a decision; in fact, it is customary for the staff to make a recommendation for Council action. The Council should not make any staff person into a Council member, however, by expecting that person to make decisions that the Council is elected to make. Such expectation for decision-making can place a staff member in the awkward position of substituting his or her judgment for the collective judgment of the Council. This expectation is not only unfair to the staff person, but can unnecessarily make him or her a scapegoat for mistakes.

**Council Instructions to Staff:** Council instructions to the staff to perform assignments must go through the City Administrator, and not directly from the Council to the staff member. This way, the City Administrator is on top of the workload, knows what staff members are doing, and can make staff assignments appropriately. Also, individual Council members should not give instructions to the staff without the knowledge or consent of the full Council because one member's viewpoint or the nature of the request may not represent the shared viewpoint or position of the full Council.

**Evaluations:** The Mayor, Council, or both should evaluate the City Administrator once a year. Evaluations tell affected staff how well they are performing and what improvements can be made in their performance. Evaluations provide records of employee performance that can be used for personnel actions or to respond to requests for references. Evaluations are also useful exercises for

Council members to assess their own expectations for the performance of City employees.

**Professional versus Personal Relationship:** Council members should not base the performance evaluation of the administrator on personal feelings. After all, the City may have an administrator who is not particularly well liked by a member of the Council, but who is doing his or her job well and performing up to the Council's overall expectations. On the other hand, the City may have an administrator who is well liked but doing an average or unacceptable job. He or she should not be evaluated on the basis of popularity. Each evaluation should be based only on performance.



## **VII. Conflicts of Interest**

The State of Nebraska outlines obligations and requirements for public officials when they have an interest in a contract with a governing body. These obligations and requirements can be found in Chapter 49 of the Nebraska Statutes. Violations to the Act can result in not only personal penalties, but also problems with the contract remaining intact. I would urge you to familiarize yourselves with the provisions of this Act for your personal protection, as well as the City's. The City Clerk will provide you two forms to complete. NADC Form C-3, a Contractual Interest Statement. Please fill out NADC Form C-3 and return it to the City Clerk. You will also receive a NADA Form C-2A which is a Potential Conflict of Interest Statement. This form should be filled out by you anytime you feel you may have conflict of interest in any matter coming before the City Council and be filed with the City Clerk. Copies of both Forms C-3 and C-2A included at the end of this document.

## **VIII. Property Taxes and Levy**

### **How property taxes are calculated:**

The calculation of property taxes involves multiple individuals and governmental entities. The actions performed by each are as follows:

1. The Richardson County Assessor establishes a value for each parcel of property within the City. These values are summed to calculate the City's total assessed valuation. The total assessed valuation is certified to the City of Falls City. The 2024 total assessed valuation is \$193,672,997.
2. During the development of the Annual Budget for the City, the City Council determines the City's total tax requirement. This figure is approved with the adoption of the Budget and certified to the Richardson County Treasurer. The 2024-2025 total tax requirement is \$782,750.
3. The City of Falls City tax rate is computed by dividing the total property tax requirement by the total assessed valuation. The tax rate is expressed in cents per \$100 of valuation. For 2024-2025, the tax rate computation is \$782,750 divided by \$193,672,997 and multiplied by 100, which equals .404161. This is the City's tax rate.

## IX. Local Option Sales Tax

As a second-class city in Nebraska, Falls City has historically imposed a local sales tax to support the general operations and capital improvement projects necessary for the community's growth and development. The sales tax is a vital revenue source that helps fund various city services, infrastructure, and future development initiatives. The local sales tax is an essential tool for our city's fiscal health. It provides a stable, predictable revenue stream that can be used to fund vital projects and maintain services without overburdening residents with additional taxes. By allocating these funds judiciously, the city can continue to improve its infrastructure and services while maintaining financial stability.

For many years, our city imposed a 0.5% local sales tax. However, on October 1, 2022, Ordinance 2022-105 was adopted, increasing the local sales and use tax by an additional 0.5%, bringing the total local sales tax rate to 2%. This change was implemented to address the city's growing capital improvement needs and to provide additional funding for essential services. The total revenue generated by the 2% local sales tax for the fiscal year 2023-2024 was \$1,531,216.19.

The revenue collected from the local sales tax is placed in a special reserve fund known as the Capital Improvement Fund. This fund is carefully managed to ensure that the resources are used appropriately and effectively. Any funds moved from the Capital Improvement Fund must be authorized by the city council. This ensures that the allocation and use of these resources align with the city's strategic goals and priorities. Historically, the revenue from the local sales tax is allocated as follows:

- General Fund Allocation
  - An annual allocation is made from the Capital Improvement Fund into the General Fund. This transfer helps offset budget deficits in the general operations of the city, ensuring that core city services remain funded even when revenue from other sources may fall short.
- Capital Improvement Projects
  - The remaining balance of the funds is used for various capital improvement projects throughout the city. These projects can include infrastructure upgrades, road repairs, new construction projects, and other improvements that benefit the community and contribute to the long-term development of the city.

As a city council member, you play an important role in overseeing the management and use of these funds. You are tasked with ensuring that the revenue from the local sales tax is allocated efficiently, and that projects funded by this revenue align with the city's long-term vision and strategic plans. Additionally, your authorization is required for any transfer of funds from the Capital Improvement Fund, giving you oversight and control over the allocation of these vital resources.

By understanding the importance of this tax revenue, and actively participating in the budgeting and allocation process, you help guide the city toward continued growth and prosperity.

## X. City Indebtedness

### City of Falls City/Utility Debt

| <b>Bond Issue</b>                           | <b>Outstanding Principal</b> | <b>Outstanding Interest</b> | <b>Total Debt Service</b> |
|---|------------------------------|-----------------------------|---------------------------|
| Series 2017 Combined Utility Revenue Bonds  | \$3,040,000.00               | \$746,197.50                | \$3,786,197.50            |
| Series 2019 General Obligation Water Bonds  | \$2,480,000.00               | \$331,723.75                | \$2,811,723.75            |
| Series 2021 Combined Utility Revenue Bonds  | \$4,230,000.00               | \$347,785.00                | \$4,577,785.00            |
| Series 2022 Combined Utility Revenue Bonds  | \$1,930,000.00               | \$811,093.75                | \$2,741,093.75            |
| Series 2022 General Obligation Paving Bonds | \$770,000.00                 | \$157,962.50                | \$927,962.50              |
| Series 2023 Municipal Improvement Bonds     | \$3,035,000.00               | \$1,562,702.50              | \$4,597,702.50            |
| <b>Total</b>                                | <b>\$15,485,000.00</b>       | <b>\$3,957,465.00</b>       | <b>\$19,442,465.00</b>    |

| <b>Loans</b>                 | <b>Outstanding Principal</b> | <b>Outstanding Interest</b> | <b>Total Debt Service</b> |
|------------------------------|------------------------------|-----------------------------|---------------------------|
| State Revolving Fund C318022 | \$169,798.95                 | \$3,415.78                  | \$173,214.73              |
| State Revolving Fund C318052 | \$375,725.00                 | \$0.00                      | \$375,725.00              |
| State Revolving Fund D311649 | \$1,488,583.82               | \$0.00                      | \$1,488,583.82            |
| <b>Total</b>                 | <b>\$2,034,107.77</b>        | <b>\$3,415.78</b>           | <b>\$2,037,523.55</b>     |

**Total Indebtedness as of 10.1.2024 = \$21,479,988.55**



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING ACTIONS RELATED TO THE  
ENERGY FORWARD: FALLS CITY TRANSMISSION IMPROVEMENT PROJECT**

**Whereas**, the Board of Public Works adopted Resolution No. 2025-PW100 on March 20, 2025, authorizing the pursuit of Network Integrated Transmission Service (NITS) customer status and the utilization of LB977 grant funds to enhance electrical system capabilities, redundancy, and resilience; and

**Whereas**, the Nebraska Department of Economic Development (NDED) has issued a grant agreement providing up to \$15 million in funding pursuant to Contract No. 25-01-302, and the City of Falls City is committed to providing the required 1:1 matching funds; and

**Whereas**, the City of Falls City, NE, in partnership with Falls City EDGE, completed a feasibility study evaluating a transmission project with an estimated cost ranging from \$30 million to \$40 million; and

**Whereas**, the City of Falls City, NE and Omaha Public Power District (OPPD) continue to discuss potential partnership opportunities to achieve the city's electric transmission and capacity goals; and

**Whereas**, increased electric transmission capacity is necessary to meet the load growth for existing customers and to provide transmission capacity for the economic growth of Falls City; and

**Therefore**, be it resolved by the Mayor and City Council of the City of Falls City, NE, that:

1. **Pursuit of NITS Customer Status:** The city administration is authorized and directed to pursue options in the best interest of Falls City to become a Network Integrated Transmission Service (NITS) customer, including engaging with relevant regulatory bodies and transmission service providers.
2. **Execution of NDED Grant Agreement:** The City Council hereby authorizes the execution of the NDED-SBDF Contract No. 25-01-302 and related documents to secure up to \$15 million in grant funding for the Energy Forward: Falls City Transmission Improvements Project.
3. **Match Funding Plan:** The City Administrator shall develop and pursue a project match funding plan and present it to the City Council for review and approval.
4. **Engineering Services Procurement:** The City Administrator is authorized to solicit and issue a Request for Qualifications (RFQ) for engineering services necessary for the planning and design of the transmission project.
5. **Creation of Special Reserve Fund:** The City Council authorizes the establishment of a special reserve fund dedicated to the Energy Forward: Falls City Transmission Improvement Project to ensure financial stability and support for the project's implementation.
6. **Effective Date:** This resolution shall take effect immediately upon passage.

**PASSED AND APPROVED** this 7<sup>th</sup> day of April 2025.

ATTESTED TO: CITY OF FALLS CITY

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

**STATE OF NEBRASKA DEPARTMENT OF ECONOMIC DEVELOPMENT  
SITE AND BUILDING DEVELOPMENT FUND  
BUSINESS RECRUITMENT AND EXPANSION PROJECT  
CONTRACT NO. 25-01-302**

This contract is entered into between the State of Nebraska Department of Economic Development ("Department") and the City of Falls City, 2307 Barada Street, Falls City, Nebraska 68355 ("Recipient"), upon the date of signature by both parties.

**RECITALS:**

**A.** The Site and Building Development Act, codified in Neb. Rev. Stat. §§81-12,144 to 81-12,151 (the "Act"), was passed by the Nebraska Legislature to enhance economic development in the State of Nebraska through assisting in the establishment of industrial-ready sites and buildings in all areas of the State of Nebraska. The Act created the Site and Building Development Fund ("SBDF"), and the Department has been designated to carry out the Act and administer the SBDF Fund and Program. The restrictions and requirements contained within the Act are incorporated herein by this reference.

**B.** The Recipient, a City of the second class, that is served by two (2) first-class railroads, is within fifteen (15) miles of two state borders, intends to partner with public power utilities for purposes of expanding electrical system capacities and enhance its redundancy and resilience (the "Facility"), located at Sections 23, 25, 26, 35, and 36 of Township 1 North, Range 16 in Richardson County, Nebraska ("Site"), provided eligible SBDF improvements are made to the Site, specifically preliminary design, final design, and construction of the Transmission Facility ("Project").

**C.** The Recipient has submitted an application, pursuant to the requirements created by the Department ("Application Guidelines"), for a grant from the SBDF in order to carry out the Project ("Application"). The Department has determined the Recipient is an eligible entity to receive SBDF funds and the Project is generally eligible for assistance under the Act.

**D.** The Application and the Project have been approved for the purposes and funding amounts set forth in this contract (which may differ from the purposes specified and the amounts sought in the Application). This contract (including any documents incorporated herein by reference) is intended to govern the Department's administration of SBDF funds disbursed to the Recipient for the Project.

### §1.03 Status Reports and Final Performance Report Required.

To assist the Department in obtaining information on the outcome/impact of grant funded projects, the Recipient must prepare and submit (in a form and manner acceptable to the Department) semi-annual status reports and a final performance report on the Project. The reports must include a narrative and data (if applicable) reflecting the progress and/or outcome of the Project and any other information the Department may reasonably require. The semi-annual status reports are due each January 15<sup>th</sup> and July 15<sup>th</sup> that occurs during the Contract Term. The final performance report is due no later than thirty (30) days prior to the Termination Date of this contract. If requested, the Recipient will also submit interim status reports on the Project during the Contract Term subject to reasonable requirements and due dates as determined by the Department.

Failure to provide required status reports or a final performance report to the Department by the required due dates may result in the Department declaring the Recipient to be in substantial breach of this contract. In that event, subject to Recipient's right to cure, the Department may terminate this contract and/or require repayment of all SBDF funds disbursed to the Recipient.

All status reports, and the final performance report, must be submitted to the Department to the Nebraska SBDF Program Representative, Nebraska Department of Economic Development, 245 Fallbrook Blvd., Suite 002, Lincoln, Nebraska 68521, via electronic submission utilizing the Department's Grant Management System ("GMS"), or via such other method as may be designated by the Department.

### §1.04 Incorporation of RECITALS.

All provisions of the RECITALS are incorporated herein as agreed provisions of this contract.

**PART II: [RESERVED].**

**PART III: SOURCES AND ELIGIBLE USES OF FUNDS.**

### §3.01 Sources and Uses of Project Funds.

| <b>SOURCES→</b>                    | <b>SBDF Funds</b>   | <b>Required Matching Funds for SBDF</b> | <b>Anticipated Additional Investment</b> | <b>Anticipated Total Costs</b> |
|------------------------------------|---------------------|---|--|--------------------------------|
| <b>USES (Project Activities)↓</b>  |                     |   |  |                                |
| <b>Transmission Infrastructure</b> | <b>\$15,000,000</b> | <b>\$15,000,000</b>                     | <b>\$10,000,000</b>                      | <b>\$40,000,000</b>            |
| <b>TOTAL</b>                       | <b>\$15,000,000</b> | <b>\$15,000,000</b>                     | <b>\$10,000,000</b>                      | <b>\$40,000,000</b>            |



- **Receipts or Proof of Expenditures:** Itemized receipts or financial records demonstrating that matching funds are being used in accordance with the project budget.
- **Proof of Matching Funds Contributions:** A statement from the Recipient showing how the matching funds are being utilized to further the objectives of the project.

**Milestone 3: Final Report and Proof of Full Match.**

At the final milestone, the Recipient must submit:

- **Final Report:** A final report must be submitted no later than thirty (30) days prior to the Termination Date of this contract.
- **Final Audit:** Certified by a third party (if required) with documentation of any unspent funds or surplus.

**PART IV: OTHER CONTRACTUAL CONDITIONS.**

**§4.01 Form, Manner, and Timing for Disbursements of SBDF Funds; Related Requirements.**

Prior to making the disbursement of funds, the Recipient must submit all of the following to the Department, via electronic submission utilizing the Department's Grant Management System:

- a) The State of Nebraska ACH Enrollment Form/IRS Form W-9 (provided by the Department) and any other state or federal tax documentation required by the Department; and,
- b) A document, signed by the Recipient's authorized official, which specifically designates the names, addresses, and telephone numbers of any individuals authorized to approve payments from the SBDF funds on behalf of the Recipient.

Disbursement of SBDF funds will be made to the Recipient in a lump sum upon receipt of the foregoing information. Upon authorization, the disbursement will be made by electronic deposit to the account designated by the Recipient on the State of Nebraska ACH Enrollment Form (or such other method as deemed appropriate by the Department) and in accordance with the requirements of this contract.

In funding Project Eligible Expenses from the SBDF funds, Recipient shall maintain adequate documentation substantiating the expenses incurred in compliance with the requirements of the Act, the Application Guidelines, and this contract.

**§4.02 Default for Failure to Complete Project.**

The Department has relied on the information submitted by the Recipient in the Application as material and full and accurate representations of the intent and ability of the Recipient to complete the Project.

The records must be retained for at least three (3) years after the Termination Date of this contract. If any claim, litigation, or audit is started before the expiration of the three (3) year period, the records must be retained until all claims, litigation, or audit findings are resolved.

Subject to applicable confidentiality and security requirements, the Department and any other duly authorized official of the State of Nebraska will have access to and the right to examine and audit any of the Recipient's records pertaining to expenses funded with SBDF funds. The Department may monitor the progress of the Project at any or all of the following times: (1) at the start of the Project, (2) at closeout or termination of the Project, or (3) at such other times deemed reasonably necessary by the Department.

#### **§4.07 Designation of Officials to Execute Contract and Amendments.**

The Director of the Department or their designee is the official authorized to execute this contract and any amendments to this contract on behalf of the Department.

The Mayor of the Recipient, or their designee, is the official authorized to execute this contract and any amendments to this contract on behalf of the Recipient.

Either party may request an amendment to this contract. Amendments will not be effective until mutually agreed to, in writing, by both parties.

#### **§4.08 Waivers in Writing; No Assignment of Interest; Severability.**

No conditions or provisions of this contract can be waived unless approved by the Department in writing. The Department's failure to insist upon the strict performance of any provision of this contract, or failure to exercise any right based upon breach, will not constitute a waiver of any rights under this contract.

The Recipient will not assign any interest in this contract without the written consent of the Department.

If any provision under this contract or its application to any person or circumstance is held invalid by any court of competent jurisdiction, the invalidity will not affect other provisions of this contract.

#### **§4.09 Entire Agreement; Binding Effect; Counterparts; Governing Law.**

This instrument and any attachments, and those items incorporated by reference, contain the entire agreement between the parties.

This agreement will be binding upon and will inure to the benefit of the successors, assigns, and legal representatives of the parties.

This agreement and any amendment of this agreement may be signed in any number of counterparts; each of which will be considered an original, and all of which taken together will constitute one agreement or amendment, as the case may be.

This contractual obligation to verify work eligibility status for new employees physically performing services within the State of Nebraska also applies to any and all subcontractors utilized by the Recipient in performing under this contract. The Recipient will be responsible to the Department for enforcing this requirement with Recipient's subcontractors.

A failure by the Recipient to adhere to these requirements violates the statutory requirements in Neb. Rev. Stat. §4-114 and will be deemed a substantial breach of this contract which could result in the Department declaring Recipient to be in default on the contract.

#### **§4.14 Force Majeure.**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster or other similar event outside the control of and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event.

The Department may grant relief from performance of the contract if the Recipient is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Recipient. To obtain release based on a Force Majeure Event, the Recipient shall file a written request for such relief with the Department.

Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

#### **§4.15 Notice.**

Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed by U.S. Mail, postage prepaid and return receipt requested, to the parties at their respective addresses set forth in the Application, in this contract, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or seven (7) calendar days following deposit in the mail.

#### **§4.16 Registration with the Nebraska Secretary of State's Office.**

The Recipient is required to comply with any applicable State of Nebraska statutory registration requirements pertaining to obtaining authority to transact business in the State of Nebraska and any other similar requirements.

#### **§4.17 Authorization of Project Publicity and Information Sharing.**

Prior to announcing or referring to the Project or Project activities in news releases, press conferences, or other media, the Recipient will inform the Department and, if requested

## ACCEPTANCE PROVISIONS.

The parties acknowledge they have read and understand this contract, they agree to its provisions, and that it will be effective on the date when both parties have signed.

|  |   |
|--|---|
| <b>NEBRASKA DEPARTMENT OF<br/>ECONOMIC DEVELOPMENT</b> | <b>RECIPIENT → CITY OF FALLS CITY,<br/>NEBRASKA</b> |
| <b>By: _____</b><br><b>(Director or Designee)</b>      | <b>By: _____</b><br><b>(Authorized Official)</b>    |
| <b>(Typed or Printed Name)</b>                         | Anthony Nussbaum<br><b>(Typed or Printed Name)</b>  |
| <b>(Title)</b>   | City Administrator<br><b>(Title)</b>                |
| <b>(Date)</b>  | <b>(Date)</b>                                       |



**REPORT TO MAYOR & COUNCIL PERSONS**

**FROM ANTHONY NUSSBAUM  
CITY ADMINISTRATOR**

**REGARDING** Operation of All-Terrain Vehicles, Utility Vehicles and **DATE** April 1, 2025  
Golf Carts at Nighttime

On January 21, 2025, the City Council directed City Administration to investigate the ability to allow the operation of all-terrain vehicles (ATVs), utility vehicles (UTVs), and golf carts between the hours of sunset and sunrise.

Currently, the Falls City ordinance permits the operation of these vehicle types only between sunrise and sunset, aligning with the requirements set forth in Nebraska State Statute 60-6,356 (enclosed). This statute mandates that any local ordinance regulating the operation of ATVs, UTVs, and golf carts must comply with state law.

Following a review of state statute and local regulations, it has been determined that the City's existing ordinance is in full compliance with Nebraska law. Any modification to allow nighttime operation of these vehicles would require legislative changes at the state level, as the current statute does not permit such an extension.

City Administration presents this information for City Council's consideration and direction on any further action regarding this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony", followed by a stylized flourish.

Anthony Nussbaum  
City Administrator/Clerk/Treasurer

Enc: NE State Statute 60-6,356



**60-6,356. All-terrain vehicle; utility-type vehicle; operation; restrictions; city or village ordinance; county board resolution.**

(1) An all-terrain vehicle or a utility-type vehicle shall not be operated on any controlled-access highway with more than two marked traffic lanes. The crossing of any controlled-access highway with more than two marked traffic lanes shall not be permitted except as provided in subsections (9) and (10) of this section. Subsections (2), (3), and (5) through (8) of this section authorize and apply to operation of an all-terrain vehicle or a utility-type vehicle only on a highway other than a controlled-access highway with more than two marked traffic lanes.

(2) An all-terrain vehicle or a utility-type vehicle may be operated in accordance with the operating requirements of subsection (3) of this section:

(a) Outside the corporate limits of a city, village, or unincorporated village if incidental to the vehicle's use for agricultural purposes;

(b) Within the corporate limits of a city or village if authorized by the city or village by ordinance adopted in accordance with this section; or

(c) Within an unincorporated village if authorized by the county board of the county in which the unincorporated village is located by resolution in accordance with this section.

(3) An all-terrain vehicle or a utility-type vehicle may be operated as authorized in subsection (2) of this section when such operation occurs only between the hours of sunrise and sunset. Any person operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section shall have a valid Class O operator's license or a farm permit as provided in section 60-4,126, shall have liability insurance coverage for the all-terrain vehicle or a utility-type vehicle while operating the all-terrain vehicle or a utility-type vehicle on a highway, and shall not operate such vehicle at a speed in excess of thirty miles per hour. The person operating the all-terrain vehicle or a utility-type vehicle shall provide proof of such insurance coverage to any peace officer requesting such proof within five days of such a request. When operating an all-terrain vehicle or a utility-type vehicle as authorized in subsection (2) of this section, the headlight and taillight of the vehicle shall be on and the vehicle shall be equipped with a bicycle safety flag which extends not less than five feet above ground attached to the rear of such vehicle. The bicycle safety flag shall be triangular in shape with an area of not less than thirty square inches and shall be day-glow in color.

(4) All-terrain vehicles and utility-type vehicles may be operated without complying with subsection (3) of this section on highways in parades which have been authorized by the State of Nebraska or any department, board, commission, or political subdivision of the state.



(5) The crossing of a highway other than a controlled-access highway with more than two marked traffic lanes shall be permitted by an all-terrain vehicle or a utility-type vehicle without complying with subsection (3) of this section only if:

(a) The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing;

(b) The vehicle is brought to a complete stop before crossing the shoulder or roadway of the highway;

(c) The operator yields the right-of-way to all oncoming traffic that constitutes an immediate potential hazard;

(d) In crossing a divided highway, the crossing is made only at an intersection of such highway with another highway; and

(e) Both the headlight and taillight of the vehicle are on when the crossing is made.

(6) All-terrain vehicles and utility-type vehicles may be operated outside the corporate limits of any municipality by electric utility personnel within the course of their employment in accordance with the operation requirements of subsection (3) of this section, except that the operation of the vehicle pursuant to this subsection need not be limited to the hours between sunrise and sunset.

(7) A city or village may adopt an ordinance authorizing the operation of all-terrain vehicles and utility-type vehicles within the corporate limits of the city or village if the operation is in accordance with subsection (3) of this section. The city or village may place other restrictions on the operation of all-terrain vehicles and utility-type vehicles within its corporate limits.

(8) A county board may adopt a resolution authorizing the operation of all-terrain vehicles and utility-type vehicles within any unincorporated village within the county if the operation is in accordance with subsection (3) of this section. The county may place other restrictions on the operation of all-terrain vehicles and utility-type vehicles within the unincorporated village.

(9) Except as provided in subsection (10) of this section, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted by a utility-type vehicle if the operation is in accordance with the operation requirements of subsection (3) of this section and if the following requirements are met:

(a) The crossing is made at an intersection that:

- (i) Is controlled by a traffic control signal; or
- (ii) For any intersection located outside the corporate limits of a city or village, is controlled by stop signs;
- (b) The crossing at such intersection is made in compliance with the traffic control signal or stop signs; and
- (c) The crossing at such intersection is specifically authorized as follows:
  - (i) If such intersection is located within the corporate limits of a city or village, by ordinance of such city or village;
  - (ii) If such intersection is located within an unincorporated village, by resolution of the county board of the county in which such unincorporated village is located; or
  - (iii) If such intersection is located outside the corporate limits of a city or village and outside any unincorporated village, by resolution of the county board of the county in which such intersection is located.

(10) When the use of the all-terrain vehicle or utility-type vehicle is for an agricultural purpose, the crossing of a controlled-access highway with more than two marked traffic lanes shall be permitted if such vehicle is operated in accordance with subsection (3) of this section.

**Source:** Laws 1987, LB 80, § 2; Laws 1989, LB 114, § 1; Laws 1989, LB 285, § 138; R.S.Supp.,1992, § 60-2802; Laws 1993, LB 370, § 452; Laws 2007, LB307, § 1; Laws 2010, LB650, § 40; Laws 2015, LB122, § 1; Laws 2020, LB944, § 72.