FALLS CITY
NEBRASKA
PASSIONATE • PROVEN • PROSPEROUS

CITY COUNCIL REGULAR MEETING
MONDAY – NOVEMBER 16, 2026, 6:00 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355

Watch the meeting livestream at https://www.youtube.com/@FallsCityNE/streams

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

ROUTINE BUSINESS

1. Open Meeting Act
2. Roll Call
3. Pledge of Allegiance
4. Mayors Report
5. City Administrators Report
6. Chief of Police Report

CONSENT AGENDA

1. Agenda Approval
2. Minutes Approval for November 2, 2026
3. Claims Approval for November 16, 2026
4. Police Report
5. Treasurer Report
6. Consent Agenda

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

OLD BUSINESS

1. Discussion & Action – Purchase Grasshopper mower for the Parks Department for $30,537.70

REGULAR BUSINESS

1. Discussion & Action – Purchase two Atlas Copco air compressors and accessories from Atlas Copco in the amount of $32,628 as recommended by the BOPW

2. Discussion & Action – Agreement with JEO's for Lead Service Line project SRF Loan Engineering and loan Management recommended by the BOPW

3. Discussion & Action – Curb cut for a driveway at 918 Louise Lane – Roger Druba

4. Discussion & Action – Request to build a 40 X 60-foot metal building at 1006 Stone Street – Neil & Crystal Scrivens

5. Discussion & Acton – Appointment of officers for the Falls City Fire Department Matt Beer as Fire Chief, Jon McQueen First Assistant Chief and Jake Cochran Second Assistant Chief

6. Discussion & Action – Request to use Stone Street and Mini on November 27, 2026, for Christmas parade and Santa visit – Chamber & Main Street Executive Director Amber Holle

7. Discussion & Action – Surface Maintenance Agreement No. 10 with NDOT

8. Discussion & Action – Request to use streets and Stanton Lake for Turkey Trot 5K on November 26, 2026

9. Executive Session – Personnel - For the prevention of needless injury to the reputation of an individual

ADJOURNMENT

Gary Jorn, City Clerk

Consent Resolution

November 16, 2026

WHEREAS, certain business of the City Council (Council) 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 City Council 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 Council that the agenda for November 16, 2026 meeting is hereby approved.
2. *BE IT FURTHER RESOLVED BY* the Council that the minutes from the November 2, 2026 is hereby approved.
3. *BE IT FURTHER RESOLVED BY* the Council that the claims for November 16, 2026 is hereby approved.
4. *BE IT FURTHER RESOLVED BY* the Council that the police report for October 2026 is hereby approved.
5. *BE IT FURTHER RESOLVED BY* the Council that the treasurer reports for October 2026 is hereby approved.
6. *BE IT FURTHER RESOLVED BY* the Council that the Consent Resolution for November 16, 2026 is hereby approved.

November 2, 2026

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 2nd day of November 2026, at 6:00 o'clock P.M. Council met in Regular Session. Mayor Harkendorff called the meeting to order, Clerk Jorn recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Fouraker, Ferguson, Kaster, K. Killingsworth, F. Killingsworth, Leyden, Ruiz. Absent: None. 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 shown hereafter 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 copies in the room where the meeting was being held.

STANDING REPORTS

Mayor Harkendorff wished all candidates well for the election on Tuesday. Chief Baker informed the mayor and city council that he is working with DHHS for the ride share program.

APPROVAL CONSENT RESOULUTION FOR NOVEMBER 2, 2026

WHEREAS, certain business of the City Council (Council) 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 City Council 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 Council that the agenda for November 2, 2026 meeting is hereby approved.2.*BE IT FURTHER RESOLVED BY* the Council that the minutes from the October 19, 2026 meeting are hereby approved.3.*BE IT FURTHER RESOLVED BY* the Council that the claims for November 2, 2026 meeting is hereby approved. 4. *BE IT FURTHER RESOLVED BY* the Council that the Consent Resolution for November 2, 2026, is hereby approved.

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

RESOLUTION FOR YEAR-END CERTIFICATION OF CITY STREET SUPERINTENDENTS FOR CALENDAR YEAR 2026

A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to approve the resolution for year-end certification of city street superintendent. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

APPOINTMENT OF JOYCE JONES TO THE PLANNING COMMISSION AS RECOMMENDED BY MAYOR HARKENDORFF

A motion was made by Council person Ferguson and seconded by Council person F. Killingsworth to approve appointment of Joyce Jones to the Planning Commission. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

FIRST READING ORDINANCE 2026-103 TO AUTHORIZE MAYOR HARKENDORFF TO SIGN SRF LOAN #D311751 AGREEMENT WITH DWEE IN THE AMOUNT OF $4.4 MILLION FOR LEAD PIPE IDENTIFICATION AND REPLACEMENT

A motion was made by Council person F. Killingsworth and seconded by Council person Ruiz to approve suspending the first and second readings of Ordinance 2026-103. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

A motion was made by Council person F. Killingsworth and seconded by Council person K. Killingsworth to approve the final reading of Ordinance 2026-103. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

RESOLUTION TO APPROVE SRF LOAN #D311751 AGREEMENT WITH DWEE IN THE AMOUNT OF $4.4 MILLION FOR LEAD PIPE IDENTIFICATION AND REPLACEMENT

A motion was made by Council person F. Killingsworth and seconded by Council person K. Killingsworth to approve resolution to approve SRF Loan #D311751. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

AUTHORIZE RELEASE OF OCCUPIED REHAB LOAN FOR KATHY RUSSELL UPON REPAYMENT OF AMORTIZED AMOUNT OF $12,082.85 AT 802 MCLEAN

A motion was made by Council person Ferguson and seconded by Council person F. Killingsworth to authorize release of occupied rehab loan upon repayment of $12,082.85. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

MASTER AGREEMENT WORK ORDER NO. 17 WITH OLSSON FOR STREET SUPERINTENDENT SERVICE FOR 2027

A motion was made by Council person Kaster and seconded by Council person Fouraker to approve work order No. 17 for street superintendent service for 2027 for $4000. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

MASTER AGREEEMENT WORK ORDER NO. 16 WTH OLSSON FOR GENERAL ENGINEERING CONSULTING SERVIES FOR $5000 FOR 2027

A motion was made by Council person F. Killingsworth and seconded by Council person Fouraker to approve work order No. 16 for general engineering consulting services. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

PURCHASE GRASSHOPPER MOWER FOR THE PARKS DEPARTMENT FOR $30,538.70

A motion was made by Council person F. Killingsworth and seconded by Council person K. Killingsworth to table the purchase of grasshopper mower. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

EXECUTIVE SESSION PERSONNEL TO PREVENT THE NEEDLESS INJURY TO THE REPUTATION OF AN INDIVIDUAL

A motion was made by Council person Leyden and seconded by Council person K. Killingsworth to recess into executive session at 6:10 p.m. to discuss personnel to prevent the needless injury to the reputation of an individual with Chief Baker. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

Mayor Harkendorff stated that we are in executive session to discuss personnel to prevent the needless injury to the reputation of an individual.

A motion was made by Council person Ferguson and seconded by Council person Kaster to reconvene into regular session at 6:18 p.m. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" None. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:18 P.M.

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 Council on November 2, 2026; 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 three copies of all reproducible material discussed at the meeting were available at the meeting for examination 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

Claims Report - 11.16.2026

City of Falls City, NE

Vendor Name	Description (Item)		Amount
Fund: 100 - General			
Associated Bank	HSA	$	2,696.30
Falls City Journal	Publications	$	635.97
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	1,000.00
Verizon	Telephone Service -9/27-10/26/2026	$	79.90
US Signal Company LLC	Microsoft CSP NCE Licensing	$	107.01
Pro Serv	SAV/P 311 MICR	$	55.00
Pest Control Services of SE NE	Pest Control Services	$	50.00
Farm & City Supply	Roof Cement	$	32.95
Nebraska Dept of Revenue	Garnishment	$	250.00
CWA Dues	CWA DUES	$	111.47
IBEW Local Union #1536	IBEW DUES	$	144.68
International Union of Operating Engineers	IUOE DUES	$	269.13
Falls City Main Street, Inc.	Stone St. Park Project Masterpiece Design Reimbursement	$	40,380.00
Richardson County Clerk	General 2026 Election Billing	$	607.51
	Fund 100 - General Total:	**$**	**46,419.92**
Fund: 110 - Police			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	2,000.00
Axon Enterprise, Inc	2021 Taser 7 Cert. Bundle	$	6,120.33
Verizon	Telephone Service -9/27-10/26/2026	$	599.55
US Signal Company LLC	Microsoft CSP NCE Licensing	$	119.91
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	2,176.20
Police Department Petty Cash	October 2026 Petty Cash	$	36.50
Armor Express	Bravo Concealable Panels(Set of 2)	$	5,804.34
Armor Express	ID Placard-Hard Core H3 Carrier	$	130.87
Armor Express	Bravo Overt Carrier-Hard Core H3	$	3,913.60
	Fund 110 - Police Total:	**$**	**20,901.30**
Fund: 115 - Animal Control			
Verizon	Telephone Service -9/27-10/26/2026	$	39.95
US Signal Company LLC	Microsoft CSP NCE Licensing	$	12.90
	Fund 115 - Animal Control Total:	**$**	**52.85**
Fund: 120 - Fire			
US Signal Company LLC	Microsoft CSP NCE Licensing	$	12.90
	Fund 120 - Fire Total:	**$**	**12.90**
Fund: 130 - Building Inspections & Code Enforcement			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	500.00
Verizon	Telephone Service -9/27-10/26/2026	$	39.95
US Signal Company LLC	Microsoft CSP NCE Licensing	$	12.90
	Fund 130 - Building Inspections & Code Enforcement Total:	**$**	**552.85**
Fund: 150 - Parks			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	1,000.00
Farm & City Supply	RV/Marine Antifreeze 1g	$	13.96
Farm & City Supply	Lubricant Multipurpose 10oz	$	9.99
Farm & City Supply	Supplies	$	26.58
Scheitel Feed & Seed	5-way Fescue	$	270.00
Helena Chemical Co	Multi-purpose Fertilizer	$	64.59
Farm & City Supply	Algae Guard 1q Liq Hth	$	32.99
Farm & City Supply	Deck Resurfacer 1G Tintbs	$	50.99
Farm & City Supply	Paint Supplies	$	26.75
Verizon	Telephone Service -9/27-10/26/2026	$	79.90
US Signal Company LLC	Microsoft CSP NCE Licensing	$	38.70
Farm & City Supply	Smartflo Max 50 Ft Hose	$	44.99
Farm & City Supply	Pnt Tape 1.41x60Y Blue	$	8.16
159 Lumber & Rentals	Lumber/Stakes	$	225.09
Farm & City Supply	Screws/Bolts/Nuts/Washers	$	7.42
Amazon Capital Services	Fabric Staples/Landscape Fabric	$	93.97

Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	939.32
Farm & City Supply	Keykrafter #66 Brass Key	$	5.99
Merz Farm Equipment Inc	Signage	$	482.50
League Association of Risk Management	Property Damage	$	1,344.55
Farm & City Supply	Rodent Bait	$	23.99
Pest Control Services of SE NE	Pest Control Services	$	50.00
159 Lumber & Rentals	18" Stakes 50pc Bundle	$	34.50
Midwest Ready-Mix & Building Supplies, Inc	concrete	$	1,992.17
	Fund 150 - Parks Total:	**$**	**6,867.10**
Fund: 151 - Auditorim			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	500.00
Farm & City Supply	Gutter Strainer 3" Galv	$	11.98
Amazon Capital Services	WaterSentry HC Replacement	$	141.83
Scheitel Feed & Seed	5-way Fescue	$	90.00
Farm & City Supply	Dual AC Wall Quick Charger	$	21.99
US Signal Company LLC	Microsoft CSP NCE Licensing	$	38.70
Pest Control Services of SE NE	Pest Control Services	$	50.00
	Fund 151 - Auditorim Total:	**$**	**854.50**
Fund: 152 - Aquatic Center			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	500.00
Rec Supply	Oasis crossweave stacking chaise lounge TT3105C80	$	14,019.60
Rec Supply	Oasis crossweave stacking game chair TT3005C80	$	2,848.68
	Fund 152 - Aquatic Center Total:	**$**	**17,368.28**
Fund: 170 - Library			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	2,500.00
US Signal Company LLC	Microsoft CSP NCE Licensing	$	51.60
Meyer Home Center	1804 Spray Head	$	9.00
	Fund 170 - Library Total:	**$**	**2,560.60**
Fund: 180 - Cemetery			
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	500.00
US Signal Company LLC	Microsoft CSP NCE Licensing	$	12.90
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	306.00
	Fund 180 - Cemetery Total:	**$**	**818.90**
Fund: 190 - Streets			
WHETROCK INC.	Troy 1 1/4" Base Rock	$	536.46
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	1,000.00
Froeschl Concrete Construction	16th & 17th Street Alley	$	3,600.00
159 Lumber & Rentals	29oz Gray Sikaflex	$	79.96
159 Lumber & Rentals	40/30 Silica 50lb	$	37.02
Verizon	Telephone Service -9/27-10/26/2026	$	39.95
Harmon's OK Tire	Tire Repair/Sensor	$	92.00
159 Lumber & Rentals	Lumber	$	59.20
US Signal Company LLC	Microsoft CSP NCE Licensing	$	25.80
Hullman's Ford Lincoln, Inc.	Glass Asy -REA	$	167.44
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	4,140.77
Farm & City Supply	10 x12 Mesh Tarp	$	49.99
Farm & City Supply	18" Tarp Strap	$	15.92
Falls City Auto Supply	Cleaner	$	55.99
	Fund 190 - Streets Total:	**$**	**9,900.50**
Fund: 195 - Mechanic Shop			
Amazon Capital Services	Sig. 3 Round Nerf Bars Black Pair	$	240.20
USA Bluebook	PVC Suction Hose 4" 25ft; no couplings	$	380.09
Brad Griffin Consulting	B. Griffin Service July-October 2026-GEN	$	500.00
NMC Inc	Coupling/Freight	$	147.26
Amazon Capital Services	HD Starter Drive	$	42.67
Amazon Capital Services	JC Whitney Mirror	$	57.39
Scrivens Auto Repair & Service	Alignment Machine Rental	$	50.00
Farm & City Supply	Handle	$	21.00
O'Reilly Automotive Inc	Parts	$	230.03
Bruna Implement Company	Bolts, Nuts	$	18.68
NMC Inc	Nipple-Qdisc	$	(74.72)
Falls City Auto Supply	Opaline	$	61.52
Falls City Auto Supply	Filters	$	254.14
NMC Inc	Lamp Gp-HD&S/Freight	$	507.14
Hullman's Ford Lincoln, Inc.	Motorcraft SAE	$	81.68

Moridge Mfg. Inc.	Stabilizer w/ Bumper -Deck	$	92.34
O'Reilly Automotive Inc	GL-Wiper Fluid	$	95.76
Falls City Auto Supply	Battery Core Exchage	$	319.88
Amazon Capital Services	Extension Spring-Grasshopper Mowers	$	19.98
Falls City Auto Supply	Grip Chuck	$	14.31
Falls City Auto Supply	Baldwin	$	118.98
O'Reilly Automotive Inc	Tire Guage	$	13.67
Falls City Auto Supply	Oil Dispenser	$	29.99
MacQueen Euipment	Ultra Grip EPDM SEAL	$	147.36
Farmers Repair & Machine Shop	Miller Nozzle, Gel	$	41.90
	Fund 195 - Mechanic Shop Total:	**$**	**3,411.25**
Fund: 205 - Dispatching			
Nebraska Generator Service LLC	Generator Service	$	699.01
	Fund 205 - Dispatching Total:	**$**	**699.01**
Fund: 280 - Housing Abatement/Demolition Program			
Brown County Transfer	824 Mclean St- DEMO	$	1,050.00
	Fund 280 - Housing Abatement/Demolition Program Total:	**$**	**1,050.00**
Fund: 600 - Electric			
Associated Bank	HSA	$	6,482.14
HYTORC	7/28/26 - 8/17/26	$	1,933.39
Falls City Journal	Publications	$	39.03
ATCO International	Mop Head	$	115.53
Brad Griffin Consulting	B. Griffin Service July-October 2026-UTIL	$	4,700.00
TASC	FHRA Advisor/Trustee Fee	$	75.00
Meyer Home Center	Power Plant Substations-Labor	$	450.00
Meyer Home Center	Blower Wheel/Control Board/Fan Motor	$	702.24
Farm & City Supply	Screws	$	14.94
True Ag & Turf, LLC	Freight	$	50.00
Amazon Capital Services	Laptop Briefcase	$	32.29
Cintas Corporation No 2	Uniforms	$	848.91
Verizon	Telephone Service 9/27-10/26/2026	$	209.92
Verizon	Telephone Service 9/27-10/26/2026	$	49.94
H.M. Cragg Company	- install UTL battery & charger	$	7,267.00
Husker Electric Supply	1/2" x 9/16" ratcheting box wrench Klein 68202 (E1	$	42.16
Husker Electric Supply	line pliers Klein D2000-9NE (E1662)	$	156.91
Husker Electric Supply	12" adjustable wrench Klein D507-12 (E1664)	$	105.33
US Signal Company LLC	Microsoft CSP NCE Licensing	$	94.11
US Signal Company LLC	Microsoft CSP NCE Licensing	$	25.80
Border States	Strap, 2"-1 Hole (E113)	$	28.04
Border States	6" adjustable wrench Klein D507-6 (E1663.1)	$	51.23
RESCO	#8 SD solid CU wire 25#/500' (E1306)	$	418.74
One Call Concepts, Inc	Locate Fees	$	73.52
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	1,928.82
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	70.00
Farm & City Supply	Supplies	$	527.34
Wesco Distribution	meter seals plastic PD-2 (Dickey Manufacturing) (E	$	236.50
Wesco Distribution	Connector-Compression WR-9 (E265)	$	2.85
Wesco Distribution	Connector Compression, WR-279*** (E261)	$	44.08
Wesco Distribution	5/8" X 12" machine bolt 9912 (E1096)	$	118.25
Wesco Distribution	L/H pin J203Z (E1127)	$	136.31
Wesco Distribution	#4 SD bare solid CU ground wire 200' (E1301)	$	532.12
BairdHolm, LLP	Legal Services - Energy Forward Transmission Proj.	$	2,585.00
Border States	Fuse Link, 30 AMP-S&C 64030*** (E395)	$	112.12
Border States	Connector Compression, WR-189*** (E268)	$	11.29
Border States	Connector Compression, WR-159*** (E270)	$	21.72
Border States	square washer 2 1/2" x 2 1/2"Jj1075 (E1102)	$	34.94
Border States	Maclean Power Hot Line Stirrup #HLS 2/0 (E801.1)	$	402.69
General Fund	October 2026 PILOT- EL	$	42,860.02
HYVEE	40 pk bottled water (E150.5)	$	268.80
Nebraska Department of Revenue	October 2026 Local Sales Tax Return	$	31,033.39
Nebraska Department of Revenue	October 2026 Use Tax Return	$	3.99
CWA Dues	CWA Dues	$	221.40
IBEW Local Union #1536	IBEW Dues	$	325.49
	Fund 600 - Electric Total:	**$**	**105,443.29**
Fund: 610 - Water			
Scheitel Feed & Seed	5-way Fescue	$	279.50

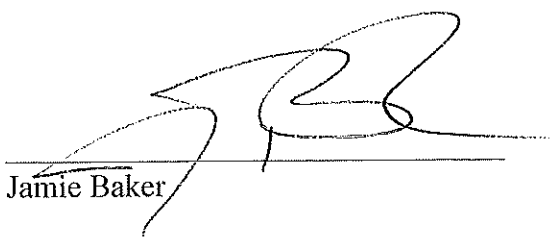
Falls City Journal	Publications	$	5.21
Lincoln Winwater Works Co	road box extension C&B P-1108 #664-S 36-60" w/ LID	$	1,429.75
Lincoln Winwater Works Co	3/4" MIPT x 3/4" barb (PTM-1-NL) (W893)	$	15.42
Lincoln Winwater Works Co	1 1/2" 4' bury stop box Ford EM2-40-56 (W1610)	$	709.50
Brad Griffin Consulting	B. Griffin Service July-October 2026-UTIL	$	1,860.00
TASC	FHRA Advisor/Trustee Fee	$	10.00
Falls City Auto Supply	XL High Capacity	$	45.09
Farm & City Supply	Supplies	$	375.01
Mississippi Lime Co	flat charge	$	774.72
Mississippi Lime Co	1/2 inch pebble lime	$	10,042.49
Mississippi Lime Co	fuel surcharge	$	604.28
Amazon Capital Services	HP 910XL Black HY Ink Cartridge	$	113.26
Nebraska Public Health Environmental Lab	Lab Tests	$	142.00
Scheitel Feed & Seed	K-31 Fescue	$	290.25
Verizon	Telephone Service 9/27-10/26/2026	$	139.89
Grainger	Solenoid Valve	$	275.46
US Signal Company LLC	Microsoft CSP NCE Licensing	$	12.90
Core & Main LP	Meter pit 3/4" Mueller 203CS1554RBBNN (W970)	$	550.65
NEBRASKA RURAL WATER ASSOCIATI	Backflow Continuing Ed. - T Waggoner	$	150.00
NEBRASKA RURAL WATER ASSOCIATI	Backflow Continuing Ed.- D Waggoner	$	150.00
One Call Concepts, Inc	Locate Fees	$	68.68
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	501.31
UTILITY SERVICE CO.	Quarterly Tank Maintenance	$	8,546.91
NDWEE - Fiscal Services	Grade III Water Operator Licensure - T. Waggoner	$	115.00
General Fund	October 2026 Pilot- Excise	$	4,084.00
Nebraska Department of Revenue	October 2026 Local Sales Tax Return	$	1,813.87
	Fund 610 - Water Total:	**$**	**33,105.15**
Fund: 620 - Gas			
Falls City Journal	Publications	$	15.62
Brad Griffin Consulting	B. Griffin Service July-October 2026-UTIL	$	2,080.00
Farm & City Supply	Flex Coupl S40 4HX1-1/2H	$	21.48
Border States	2" ShortStopp Weld TD #26-0212-0000-00 (G4170)	$	803.15
Border States	Plug 1/4" Blk (G4259)	$	1.29
Border States	Rectorseal T+2 4 OZ only (G4560)	$	98.55
TASC	FHRA Advisor/Trustee Fee	$	30.00
Farm & City Supply	Batteries	$	27.00
Amazon Capital Services	3M Marine Adhesive Sealant 5200	$	23.68
Utility Consultants, Inc	DOT Pre-Employment/Annual Fees	$	150.00
Falls City Auto Supply	Permatex	$	8.91
Quill Corportation	Dab N Seal 4pk	$	1.19
Verizon	Telephone Service 9/27-10/26/2026	$	179.96
US Signal Company LLC	Microsoft CSP NCE Licensing	$	64.50
Border States	swivel 1 1/2" 45LT Blk non-insul (G4293)	$	45.69
Koons Gas Measurement (KGM)	American regulator 1"x1" 3/16" purple spring6-15"	$	6,956.53
One Call Concepts, Inc	Locate Fees	$	68.68
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	1,460.36
Clayton Energy Corp	October 2026 Commodity	$	68,518.98
General Fund	October 2026 PILOT - GS	$	7,169.82
Nebraska Department of Revenue	October 2026 Local Sales Tax Return	$	5,435.33
	Fund 620 - Gas Total:	**$**	**93,160.72**
Fund: 630 - Wastewater			
Falls City Journal	Publications	$	5.21
Brad Griffin Consulting	B. Griffin Service July-October 2026-UTIL	$	1,360.00
TASC	FHRA Advisor/Trustee Fee	$	10.00
Verizon	Telephone Service 9/27-10/26/2026	$	59.91
US Signal Company LLC	Microsoft CSP NCE Licensing	$	51.60
Farm & City Supply	Supplies	$	192.86
One Call Concepts, Inc	Locate Fees	$	6.05
Bosselman Pump & Pantry Inc	Fuel Statement October 2026	$	333.95
Nebraska Department of Revenue	October 2026 Local Sales Tax Return	$	6,570.29
Nebraska Department of Revenue	October 2026 Use Tax Return	$	3.80
	Fund 630 - Wastewater Total:	**$**	**8,593.67**
Fund: 998 - Utilities - Pooled Cash			
Elan Financial Services	Late Fee	$	41.00
Elan Financial Services	Interest Charge	$	98.03
Elan Financial Services	October 2026 Statement	$	4,657.78

Paycom Gross Payroll & Taxes - Utilities - Pooled Cash	Payroll 11.13.2026	$	104,135.07
		Fund 998 - Utilities - Pooled Cash Total:	**$ 108,931.88**
Fund: 999 - General Government - Pooled Cash			
Paycom Gross Payroll & Taxes - General Fund - Pooled Cash	Payroll 11.13.2026		87553.03
			87553.03
		Grand Total:	**$ 548,257.70**

FCPD Monthly Report - October 2026

	MONTH	YEAR
ARRESTS		
Felony	2	27
Misdemeanor	41	256
City Ordinance	0	5
Total:	43	288
TRAFFIC		
Citations	8	285
Warnings	57	720
Total:	65	1005
PARKING		
Citations	4	110
Warnings	0	1
Total:	4	111
OTHER		
Warnings	2	26

	MONTH	YEAR
Total Calls for Services	445	4522
Total Reports	35	341
Total Arrests	55	683
Total Warnings	59	747
Total Mileage	6,632	64025
Total 911 Calls	153	1296



Jamie Baker

Reported by Marci Ankrom

CALLS FOR SERVICE	MONTH	YEAR
911 Hangup/Misdial	33	281
Animal Call	28	285
Accident	5	67
Alarm	11	84
Ambulance	73	753
Assault	4	26
Burglary	0	0
Burn Permit	8	294
Civil Standby	0	0
Curfew	0	1
Welfare Check	9	120
Domestic Disturbance	1	25
Disturbance	3	73
Escort	0	3
Fire Call	15	105
Found or Lost Property	7	54
Fingerprints	0	5
Fraud	0	12
Gun Permit	5	56
HHS Intake	23	209
House Watch	1	15
Investigation	5	72
Information Only	14	141
Law Enforcement Assist	2	23
Loitering	1	4
Motorist Assist	10	67
Missing Person/Juvenile	4	16
Miscellaneous	55	537
Noise Disturbance	7	67
Nuisance	12	181
Open Door	0	3
Parking Complaint	16	84
Phone Scam	0	17
Referral	46	385
Records Check	5	111
Runaway	1	4
Suspicious Person/Vehicle	9	63
Theft	4	31
Traffic/Driving Complaint	17	153
Trespassing	3	16
Truancy	0	7
Vandalism	5	27
Vehicle Repossession	0	1
Warrant Arrest	3	21
Weather Notification	0	23

Falls City Police Department

Crimes and Clearance Rate
Part I Crimes

Date: OCTOBER 2026

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART I	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Criminal Homicide					1			1
2. Rape	1		1	4	1	1	4	1
3. Robbery								
Armed – any weapon								
Strong arm – no weapon								
4. Assault	1		1	13		1	13	
5. Burglary					7			7
Forcible Entry								
Unlawful entry – no force								
Attempted forcible entry								
6. Thefts								
Pocket picking								
Purse snatching								
Shoplifting				11	38		11	38
Thefts of auto parts & acc.								
Thefts of bicycles								
Thefts from buildings								
Thefts from coin operated machine								
All other thefts	3		3	13	5	3	13	5
7. Motor vehicle theft				2	1		2	1
Autos								
Trucks and buses								
Other vehicles								
8. Arson								
Total	5		5	43	53	5	43	53
				PART I % CLEARED		**100%**	**100%**	**100%**

Falls City Police Department

Crimes and Clearance Rate
Part II Crimes
Date: OCTOBER 2026

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART II	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Other Assaults	4		4	41	48	4	41	48
2. Forgery & Counterfeiting				1			1	
3. Fraud				1	1		1	1
4. Embezzlement								
5. Stolen Property								
6. Vandalism	1		1	3	6		2	6
7. Weapons-Possession								
8. Prostitution								
9. Other Sex Offenses	1		1	7	16	1	7	16
10. Narcotics Laws	2		2	10	8	2	10	8
11. Gambling Laws								
12. Offenses Against Family	6		6	54	63	6	54	63
13. Driving Under Influence				14	9		14	9
14. Liquor Laws					6			6
15. Disorderly Conduct				4	28		4	28
16. All Other Offenses	14		14	172	224	14	172	224
TOTAL	28		28	307	409	27	306	409
PART I&II TOTAL	33		33	350	462	32	349	462

Combined Total

Part II % Cleared	**96%**	**99%**	**100%**
Part I & II % Cleared	**97%**	**99%**	**100%**

Bid Information - Parks Mower - FY 26/27

Pref.	Make	Model	Motor	Deck	Bagger	Dump Lift	Price	Bid Date	Notes
1)	Grasshopper	900D Diesel	25 hp	72"	yes	yes	$30,538.70	11/2/2026	front lifting deck for ease of maintenance
2)	Grasshopper	900D Diesel	25 hp	72"	no	no	$23,011.95	11/2/2026	front lifting deck for ease of maintenance
3)	John Deere	Z997R Diesel	37 hp	72"	no	no	$26,441.72	11/4/2026	
4)	Grasshopper	900D Diesel	25 hp	72"	yes	no	$27,032.32	11/2/2026	front lifting deck for ease of maintenance
5)	John Deere	Z997R Diesel	37 hp	72"	yes	no	$32,075.46	11/4/2026	
6)	eXmark	Lazer Z Diesel	25 hp	72"	no	no	$23,700	11/10/2026	sales did not recommend bagger for this mower

Parks Staff Preference Notes

1) Grasshopper with bagger and lift - quality, ease of maintenance, equipment support, and bagging/dumping capabilities
2) Grasshopper without bagger and lift - only if bagger and lift are not an option this year but can be purchased next year
3) John Deere without bagger and lift - if lift and bagger are not an option at all

Grasshopper QuikQuote #80752N00111

Vendor:
Moridge Mfg. Inc.
105 Old Highway 82 S.
P.O. Box 810
Moundridge, KS 67107

Contact:
Brent Dobson
bdobson@grasshoppermower.com

Quoted by
Terry Martinez

,
P: (402) 852-8228

Terry Martinez
Factory Representative
E: tmartinez@grasshoppermower.com
P: 402-852-8228

Quoted for
City of Falls City
Falls City, Ne
E: B.burr@fallscityne.us
P: 402.801.9658



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 900D-1.3L with 3472PF

Quoted: Jun 3, 2026

GovMVMT
Contract ID: #AU-20223-000066
Contract Period: 08/30/2023–08/29/2028

Power Unit & Deck

	List	Contract
Model 900D-1.3L *(532165)* 1.3L MaxTorque Diesel engine; "no-gears" G3 pump-and-wheel-motor transmission; integated multi-point suspension; Premier Suspension Seat and shock-absorbing footrest	$23,755.00	$18,291.35
3472PF – 72" w/ PowerFold & pneumatic tires standard *(532979)*	$5,380.00	$4,142.60

Wholegoods

	List	Contract
503218+503220 – Counterweight Kit - 50 lb. with mount kit (One 50-lb. weight included)	$345.00	$293.25
503708 – QuikAjust Tilt Lever Kit "Tall Boy" Hyd Switch	$230.00	$195.50
533511 – Turf Tread Tires - 24 x 12-12	$0.00	$0.00
503043 – Air Dam Kit 72" Deck	$105.00	$89.25

Implements

	List	Contract
504800 –Joystick Control	$370.00	$314.50

Powervac – Model 15B HighLift

	List	Contract
503190 –Model 15B Hopper - without mount	$2520.00	$2142.00
503174 –Vac Drive Assembly 372 - Includes Med. Lift blades - fits 3472 Decks	$1885.00	$1602.25
503555 –High-Lift 15B Collector Kit	$4080.00	$3468.00

List Total: $38,670.00

Contract: $30,538.70

Grand Total: $30,538.70

Make PO to: Moridge Mfg. Inc.

Fax PO to:

Email PO to: bdobson@grasshoppermower.com

PO #:

Approved by:

Signature:

Date:

Quote
Quote number: 7458287
Date: 10/27/2026

Contact: Drew Foster
Company: CITY OF FALLS CITY
Address: 2307 BARADA ST
FALLS CITY NE 68355-1546
United States
Phone: +1 402-883-7174
Email: d.foster@fallscityne.us

Dear Drew Foster

The products included in this quotation are the same as those installed at the Nebraska City Power Plant and have proven to be a reliable solution for this application.

This compressor package is designed to provide **44.3 CFM at 290 PSI**. The package also includes a high-pressure dryer and high-pressure filtration equipment, both sized to accommodate the compressor's full flow capacity and operating pressure.

Please review the attached quotation and let me know if you have any questions or would like to discuss any aspect of the proposed solution. I would be happy to assist.

Mark Neumeier
Sales Manager
Mobile: +1 515-735-0857
mark.neumeier@atlascopco.com

Price Summary

Product Number	Description	Qty	Unit Value (USD)	Total Price (USD)
8115490005	LT20-20CV BM 460/3/60 DOL MEAF Air cooled, two-stage, oil-lubricated piston compressor. 20HP Base-mount, check valve. Voltage: 460/3/60 Max effective working pressure: 290 psi. 44.3cfm Direct drive, IE3 motor. Starter Type: Wye-Delta. 44.3X28.3X26.6	2	12,579.00	25,158.00
8102223636	FD15 115V 60HZ 20BAR	2	2,195.00	4,390.00
8102374002	UD40+ H20 (NPT1/2)	2	915.00	1,830.00
8102046656	OSC 25 CLAY IMP	2	375.00	750.00
8102048017	TWD 110V 50/60HZ NPT 1/2	4	125.00	500.00
	Grand Total (excl VAT) USD			**32,628.00**

Payment & delivery conditions

Quote valid to:	11/26/2026
Commissioning:	Not included unless otherwise noted
Installation:	Not included unless otherwise noted
Warranty:	See Standard Conditions of Sale
Payment terms:	30 days net
Incoterms & location:	FOB – rock Hill, SC
Freight:	Delivery Freight Charges

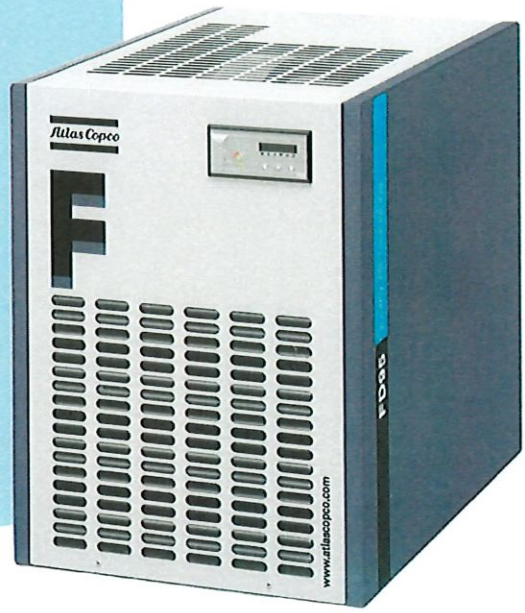
Delivery Terms Equipment will be delivered in our standard packaging unless otherwise stated (off-loading and positioning to be done by others). Optional items may impact delivery. Delivery time can be confirmed upon acceptance of your order/final instructions to proceed.

Credit Card Payments All credit card payments will be assessed a surcharge not to exceed 3%.

Quote
Quote number: 7458287
Date: 10/27/2026

FD15

Quality Air



Part #: 8102223636

TECHNICAL SPECIFICATIONS	
Motor (v/ph/hz)	nan
CFM @ 100psi	nan
CFM @ 125psi	nan
CFM @ 150psi	nan
Air Outlet	3/4"
L x W x H (in)	22x20x23
Weight (lbs)	99.0

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

UD40+ H20

Quality Air



Part #: 8102374002

TECHNICAL SPECIFICATIONS	
Grade	nan
290psi CFM	84.8
Air Outlet	1/2"
Weight (lbs)	2.9

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

OSC 25 CLAY IMP

Quality Air



Part #: 8102046656

TECHNICAL SPECIFICATIONS	
Max Compressor Capacity CFM	65
Max Dryer Capacity CFM	53

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Standard Terms and Conditions of Sale

1. GENERAL – As used herein, "Atlas Copco" means Atlas Copco Compressors LLC, or its applicable division, which is offering or supplying the Goods. "Purchaser" means the entity to which Atlas Copco's offer is made or the entity purchasing the Goods from Atlas Copco. "Equipment" means equipment, product, furnished to Purchaser by Atlas Copco. "Component" shall mean spare part, equipment component, accessory and similar items furnished by Atlas Copco. Equipment and Component and associated services shall be collectively referred to as "Goods". "Affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Atlas Copco's sale of any Goods is expressly conditioned on Purchaser's assent to these Standard Terms and Conditions of Sale ("Terms"). Any acceptance of Atlas Copco's offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms are hereby expressly objected to. Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these Terms supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

2. DELIVERY – Unless otherwise agreed in writing, Goods manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Goods shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Goods is delayed by Purchaser or by reason of any of the events of force majeure referred to in Section 6, Atlas Copco may move such Goods to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery in installments. Claims for damage, shortage or errors in shipping must be reported to Atlas Copco within three (3) business days following delivery to Purchaser along with photo and documentary evidence. The burden of proof is on the Purchaser to clearly establish the extent of the damage or shortage. If no claim is received within three (3) business days, Purchaser shall be deemed to have irrevocably accepted the Goods.

3. SECURITY AND RISK OF LOSS – Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Goods sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage upon receiving inspection, whichever occurs first.

4. PRICES –

a. Prices shall be as stated on Atlas Copco's quotation, which shall be valid for thirty (30) days unless otherwise specified. The price does not include any taxes or any other governmental charges, unless specifically listed as separate line items. Purchaser is responsible for all applicable taxes and governmental charges (except any taxes on Atlas Copco's income). Atlas Copco will accept a valid exemption certificate from Purchaser, if applicable.

b. Quoted prices are firm for shipments scheduled not more than 360 days from an acknowledged purchase order date. If shipments are scheduled beyond 360 days from the purchase order date or if shipments are delayed for the convenience of Purchaser beyond 360 days from the purchase order date, the quoted price are subject to an adjustment at Atlas Copco's sole discretion.

c. In the event when purchase order is issued by Purchaser, there is substantial impact on the previously quoted price due to new tariffs, taxes, duties or charges imposed by any governmental authority on the importation of Goods and/or sub-components of Goods (collectively "tariffs"), the parties will negotiate in good faith any resulting price increase. In the event that new tariffs are imposed after Atlas Copco's acceptance of purchase order, Atlas Copco shall have the right to adjust the prices of such Goods to reflect the additional costs incurred due to the new tariffs. Atlas Copco shall notify Purchaser in writing of any new tariffs imposed and the corresponding price adjustment within thirty (30) days of the imposition of such tariffs. Both parties agree to act in good faith and cooperate fully to implement the price adjustment in a fair and equitable manner, consistent with the terms of this agreement and applicable laws and regulations.

d. This agreement applies to new Goods only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

5. PAYMENT – Unless otherwise specified, payment terms shall be due thirty (30) days upon receipt of invoice. Orders with shipping location outside the U.S. require advance payment in full prior shipping. Progress payments shall be defined by Atlas Copco in a written quotation. All credit card payments will be assessed a surcharge not to exceed 3%. If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other agreement with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 12% per annum calculated monthly or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure to pay invoices when due shall, at the option of Atlas Copco, constitute a default. In addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law, Atlas Copco shall be entitled to suspend delivery of any Goods. Purchaser shall reimburse Atlas Copco for all costs incurred in collecting any late payments, including, without limitation, attorney's fees. If, in the reasonable judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. In the event Purchaser changes the shipping location to one outside the U.S., payment must be received in full prior to shipping. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept

any pay for remaining installments. In the event Purchaser directs Atlas Copco to submit invoices and makes payments via an on-line portal, invoices may include an administrative fee.

6. FORCE MAJEURE – Except of Purchaser's payment obligations hereunder, neither party is liable for loss, damage, detention, or delay, or be deemed to be in default from causes beyond its reasonable control including but not limited to acts of God, fire, flood, strike or other concerted action of workmen, acts of terrorism, act or omission of any governmental authority, changes in import or export regulations, insurrection or riot, embargoes, sanctions, epidemics, pandemics, materials shortages or substantial increases in materials costs. The affected party shall provide prompt notice of a force majeure event and shall use commercially reasonable efforts to mitigate its effects. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make for the period caused by a force majeure event.

7. WARRANTY –

a. **Equipment**: Atlas Copco warrants that all stationary compressors, compressed air dyers, and other equipment manufactured by Atlas Copco and Affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as otherwise set out in the quotation. In the event Goods are put into storage due to Purchaser's inability to take delivery, the above warranty starts on the day of delivery into storage.

b. **Component**: Atlas Copco warrants that all Components shall be free from defects in design, material and workmanship for a period of six (6) months from the date of shipment to Purchaser or the date it is mounted.

c. **Service**:

I. **Labor**: Atlas Copco warrants that any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Good shall be performed in a workmanlike manner. If any nonconformity with this warranty appears within thirty (30) days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

II. **Repairs**: Atlas Copco warrants Goods repaired or replaced pursuant to the above warranty against defects in design, workmanship and material for a period of ninety (90) days from date of start-up of such repaired or replaced Goods or the expiration of the original warranty, whichever is longer.

d. Should any failure to conform with this warranty appear prior to or after shipment of the Good to Purchaser during the specified periods under normal and proper use and provided the Good has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt written notice by Purchaser, repair or replace, the non-conforming Good or authorize repair or replacement by the Purchaser at Atlas Copco's expense. Replaced Goods become the property of Atlas Copco.

e. When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site where the Good is located. Repair or replacement under applicable warranty shall be made at no charge for replacement parts (F.O.B. Atlas Copco Warehouse), warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

f. The Atlas Copco warranty does not extend to Goods not manufactured by Atlas Copco or Affiliates. As to such Goods, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser. The above warranties do not cover (a) normal wear and tear of the Goods; (b) damage or accidents resulting from abuse, misuse, or the negligent acts of persons not under the reasonable control of Atlas Copco; (c) damage to equipment caused by the failure of the Purchaser to follow Atlas Copco's written storage and maintenance instructions; and (d) failure of the Purchaser to have the startup performed by an Atlas Copco authorized service provider for Goods that require such start-up.

g. Used Goods, Goods not manufactured by Atlas Copco or Affiliates and Goods excluded from the above warranties are sold AS IS with no representation or warranty.

h. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Goods or associated services delivered or performed hereunder.**

8. **ORDER HOLDS** – In the event that: (a) the Purchaser places an order on hold for a period of up to sixty (60) calendar days from the hold notification; or (b) Atlas Copco places an order on hold due to failure by Purchaser to pay any "milestone payment" when due and such failure remains un-remedied for a period of five (5) business days; then the Purchaser agrees to pay a storage fee of two percent (2%) of the total order value per week until the hold is removed. If the length of such hold exceeds sixty (60) calendar days, Atlas Copco may, at its option and at any time thereafter, terminate the contract and recover cancellation charges set forth below ("Cancellation Schedule"). Any fees, charges, and assessments due under this Section 8 are liquidated damages intended to be a reasonable advance estimate of costs resulting from an order placed on hold and not a penalty. Additionally, Atlas Copco is not liable for delays in performance of the work due to orders placed on hold, and Atlas Copco's time for performance of the work will be extended for a period equal to the time lost by reason of such delay.

9. STORAGE FEE – If Purchaser is not able to accept delivery on the date agreed to by the parties, Purchaser will pay Atlas Copco a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Atlas Copco is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Atlas Copco reserves the right to

postpone or to discontinue work. In such event, Atlas Copco many charge Purchaser an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Atlas Copco.

10. LIMITATION OF LIABILITY – IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR FACILITIES, DOWNTIME COST, OR DELAY COSTS. EXCEPT AS PROVIDED IN SECTION 14, PATENT INDEMNITY AND LIABILITIES WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, ATLAS COPCO'S LIABILITY ON ANY CLAIM WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RELATED TO THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE SERVICE, GOOD OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

11. CONFIDENTIALITY – Atlas Copco and Purchaser (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this Section shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Good, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Goods. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 9 survives any expiration/termination of the contract.

12. INTELLECTUAL PROPERTY – As between Atlas Copco and Purchaser, Atlas Copco shall retain and own all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Good. Without limiting the generality of the foregoing, Atlas Copco shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Atlas Copco or its employees in connection with the manufacture of the ordered Goods. No drawings, designs, or anything else provided by Atlas Copco shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

13. SOFTWARE – In the event the Good contains or otherwise includes software, the software shall remain the proprietary property of Atlas Copco (and/or its Affiliates or licensors, if applicable), and in no event shall title thereto be sold or transferred to Purchaser. Subject to Purchaser complying with these Terms, Purchaser is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only. Any license so granted is limited to the proper use of the Good containing the software only in the manner authorized by Atlas Copco. Purchaser shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Purchaser transfers (in compliance with all applicable laws and regulations) title to any Good containing the software, the license granted hereby shall transfer to Purchaser's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this contract, or (ii) for the useful life of the Good in which the software is embedded or is otherwise an integral part, or (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this contract and shall automatically terminate any license granted hereby. Purchaser shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Atlas Copco-provided Software License is provided with the Good, specified in Atlas Copco's quotation, and/or otherwise communicated to Purchaser, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

14. PATENT INDEMNITY – Atlas Copco agrees to defend, indemnity and hold harmless Purchaser for a claim by any third party alleging that any Good or service furnishes by Atlas Copco hereunder infringes any United States patent, trademark, or copyright. Atlas Copco's obligations in this Section are conditioned upon Purchaser promptly (i) notifying Atlas Copco in writing of the third party's claim; (ii) giving Atlas Copco full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Atlas Copco with full information and reasonable assistance at Atlas Copco's expense. Atlas Copco shall ensure that no such settlement intending to bind Purchaser shall be entered into without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Good (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Purchaser is enjoined, Atlas Copco will, at Atlas Copco's option and expense: (i) procure for Purchaser the right to continue using the Good; (ii) replace the Good with substantially equivalent non-infringing Good; (iii) modify the Good so it becomes non-infringing; or (iv) take back the Good and refund or credit monies paid by Purchaser to Atlas Copco for such Good less a reasonable allowance for use. Atlas Copco will have no duty or obligation to Purchaser under this Section to the extent that the Good is (i) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Atlas Copco to deviate from Atlas Copco's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Atlas Copco and by reason of said design, instruction, modification, or combination a claim is brought

against Purchaser. If by reason of such design, instruction, modification or combination, a claim is brought against Atlas Copco or its Affiliate, Purchaser shall protect Atlas Copco and its Affiliate in the same manner and to the same extent that Atlas Copco has agreed to protect Purchaser under the provisions above in this Section. THIS SECTION 14 STATES ATLAS COPCO'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.

15. SMARTLINK – Equipment may include a data monitoring service called SMARTLINK. If Equipment includes the SMARTLINK service, the transmission of data to Atlas Copco is intended to start when Equipment has been properly installed, regardless of whether Purchaser registers to use the SMARTLINK service. Atlas Copco shall own all data related to the SMARTLINK service, and the data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of potentially increasing overall customer service and for other commercial purposes. Purchaser acknowledges that the use of the SMARTLINK service is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. The use of the SMARTLINK service by Purchaser may require registration by Purchaser as requested by Atlas Copco.

16. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco, which are further set out in the Cancellation Schedule below.

17. COMPLIANCE WITH LAWS – Both parties shall comply with all applicable local, state and federal and international laws and regulations, including foreign trade and customs requirements or any embargos or other sanctions. Goods, technical data, technology, software, and services provided by Atlas Copco to Purchaser shall at all times be subject to all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Goods, parts, materials, services, technical data, technology, software or other technical information or assistance furnished by Atlas Copco, or any good or product resulting therefrom, shall be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons or exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Purchaser agrees and warrants that Purchaser shall not violate or cause Atlas Copco to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Goods. In the event Atlas Copco's performance under the order or any part thereof or related to it, is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions, Atlas Copco shall have the right to terminate the order or any part thereof or related to it, without any further liability, with immediate effect and without prior notice to Purchaser.

18. U.S. GOVERNMENT CONTRACTS – If the Goods are to be used in the performance of a U.S. Government contract or subcontract, Purchaser expressly agrees to notify Atlas Copco in writing in connection with Purchaser's order. Further, if the Goods are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statue to be included in this contract shall be incorporated herein by reference.

19. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS – If applicable to this contract, Atlas Copco and Purchaser shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disability.

20. REMEDIES – The remedies expressly provided for in these Terms shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

21. CHOICE OF LAW – The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. state in which Atlas Copco's applicable sales or service facility is located without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State. Atlas Copco and Purchaser expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

22. MISCELLANEOUS –

a. Typographical and/or clerical errors in Atlas Copco's quotations are subject to Atlas Copco's correction.

b. Purchaser's issuance of an order or Purchaser's receipt of the Goods from Atlas Copco shall constitute full acceptance of these Terms without prejudice to any other manner in which acceptance of these Terms may be evidenced.

c. **THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN ATLAS COPCO AND PURCHASER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS.** These Terms cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Atlas Copco and an authorized representative of Purchaser containing terms and conditions substantially similar to the terms and conditions of these Terms. Any order issued by Purchaser to Atlas Copco is for Purchaser's internal purposes and no term or condition stated in such document shall modify these Terms. Atlas Copco's execution of any document issued by Purchaser shall constitute only an

acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms.
d. Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Atlas Copco may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors.
e. The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
f. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision.
g. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.
h. The parties are independent contractors under this contract and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.
i. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, subject to credit approval, our standard payment terms are:

For orders under $150,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over $150,000 or with lead times greater than six months the following terms shall apply:

1. Domestic Shipments

A. 30% of order value 30 Days from date of customer's purchase order.
B. 30% of order value after passage of 1/3 of the time from date of customer's order to the originally scheduled shipment date.
C. 30% of order value after passage of 2/3 of the time from date of customer's order to the originally scheduled shipment date.
D. 10% of order value, net 30 days from date of shipment.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments

All export shipments shall be paid in full prior to shipment except when purchaser procures an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a U.S. federally insured bank or lending institution.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

3. Payment Retention

Payment retention will not be allowed. If required, a bank guarantee can be furnished at Atlas Copco's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by Atlas Copco Compressors LLC.

CANCELLATION SCHEDULE

Definitions:
Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.
Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.
Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Stocked Equipment
* 20% of equipment price

Orders for Standard Non-Stocked Equipment
A) Prior to release for manufacturing:
* 20% of equipment price

B) After production has started:
* 40% of equipment price

C) After production has been completed:
* 60% of equipment price

Orders for Engineered Equipment
A) Prior to release for manufacturing:
* 20% of the purchase price

B) After production has started
* 40% of the base compressor price
* 40% of optional equipment of purchased materials will be charged

C) After production has completed
* 60% of the base compressor price
* 100% of optional equipment

The parties acknowledge and agree that in the event of early termination Atlas Copco will suffer a substantial injury for which it is impracticable and extremely difficult to establish actual damages. The recovery of termination charges is not a penalty and is reasonable in light of the difficulty and non-feasibility of obtaining the actual costs.

Accepted by: _____ Date: _____

Name: _____ Title: _____ Company: _____

AGREEMENT
BETWEEN CLIENT AND JEO CONSULTING GROUP, INC.
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date signed by Client ("Effective Date") between City of Falls City, Nebraska, ("Client") and JEO Consulting Group, Inc. ("JEO").

Client's project, of which JEO's services under this Agreement are a part, is generally identified as follows:

Falls City Lead Service Line Replacement Program ("Project").

JEO Project Number: **262003.00**

Client and JEO further agree as follows:

ARTICLE 1 - SERVICES OF JEO

1.01 Scope

A. JEO shall provide, or cause to be provided, the services set forth in Exhibit A.

ARTICLE 2 - CLIENT'S RESPONSIBILITIES

2.01 Client Responsibilities

A. Client responsibilities are outlined in Section 3 of Exhibit B.

ARTICLE 3 - COMPENSATION

3.01 Compensation

A. Client shall pay JEO as set forth in Exhibit A and per the terms in Exhibit B.

B. The fee for the Project is: $545,555 (hourly not to exceed)

C. The Standard Hourly Rates Schedule shall be adjusted annually (as of approximately January 1st) to reflect equitable changes in the compensation payable to JEO. The current hourly rate schedule can be provided upon request.

ARTICLE 4 - EXHIBITS AND SPECIAL PROVISIONS

4.01 Exhibits

Exhibit A – Scope of Services
Exhibit B – General Conditions

4.02 Total Agreement

A. This Agreement (consisting of pages 1 to 2 inclusive, together with the Exhibits identified as included above) constitutes the entire agreement between Client and JEO and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Client: City of Falls City NE	JEO Consulting Group, Inc.
_____	_____
By: _____	By: Andrea Gebhart
Title: _____	Title: Department Leader
Date Signed: _____	Date Signed: _____
Address for giving notices:	Address for giving notices:
_____	JEO Consulting Group, Inc.
_____	2000 Q St
_____	Suite 200
_____	Lincoln NE 68503

SCOPE OF SERVICES

City of Falls City, NE
Lead Service Line Replacement Consulting Services

Project Description

Falls City, NE (City) is pursuing efforts to continue identifying, validating, and replacing identified lead or lead-contaminated water service lines in its water distribution system to maintain compliance with the latest U.S. Environmental Protection Agency (EPA) Lead and Copper Rule Improvements (LCRI) which go into effect November 1, 2027.

Through the 24-month term of this contract, JEO Consulting Group (Engineer) will support the City in the planning, management, documentation, analysis and execution required to maintain compliance and seek reimbursement through a Lead Service Line Replacement (LSLR) program that replaces both public and private lead-contaminated service lines in the City to achieve up to 200 property replacements within the term of this scope. These totals are subject to change, in consultation with the City, depending on contractor capacity, weather, or extraordinary circumstances.

This program will be funded in part by State Revolving Loan Funds (SRF), administered through the Nebraska Department of Water, Environment, and Energy (NDWEE). This work will establish program protocols, documentation procedures, and technology solutions to help the City pursue maximum reimbursement and work toward complying with LCRI regulatory requirements, including submitting a baseline inventory and replacement plan by November 1, 2027, and achieving 100% replacements prior to December 2037.

Engineer requirements include supporting program messaging and property owner education, engagement, and program participation; contractor procurement and management; construction quality assurance; grant administration and reimbursement; SRF compliance and auditing; and project record keeping and data management for funding compliance purposes. The objective of this initial two-year program is to deliver up to 200 public and private lead, or lead-contaminated galvanized/galvanized requiring replacement (GRR) service line replacements to inform development of a scalable, functional program for the City.

The scope of services and fee estimate assumes 24 months of program management support after notice to proceed. Scope and fee can be renegotiated for additional years at the end of the 24-month term, at the request of the City.

TASK 1. Project Management

1.1 *Program Management*

The Engineer will serve as point of contact, maintain the program schedule and be responsible for coordinating work among internal team members and any sub-consultants. This includes preparing for and hosting internal coordination meetings, conducting follow-up, monitoring progress and budgets, and reviewing key deliverables. The Engineer will maintain effective communication with the City's designated project manager and provide regular progress and budget reports with invoices. The Engineer will also perform administrative duties that support the program team in budget, grant reimbursement, accounting, documentation, scheduling, and client communication tracking and oversight as needed.

1.2 *Kick-off and Progress Meetings*

The Engineer will schedule and attend all meetings. One initial project kick-off meeting will held to introduce all project contacts, establish roles, and identify milestones. Up to four (4) Engineer representatives may attend in person, with the remainder (up to five or 5) of the project team attending virtually. The Engineer will be responsible for preparing and distributing the agenda as well as developing and distributing meeting minutes as appropriate. This scope also estimates

bi-weekly, half-hour progress meetings with at minimum one Engineer staff. Progress meetings will be held virtually.

1.3 *Compliance QAQC*

The Engineer will review and maintain records of existing SRF loan agreements and compliance documentation to meet federal funding, EPA, and NDWEE lead service line replacement programmatic requirements.

TASK 2. Data and Document Management

2.1 *Data and Document Management Technologies*

The Engineer shall develop a Data and Document (D&D) management solution using both ESRI ArcGIS and Microsoft Suite to support the LSLR replacement program. The development and implementation of the technology solution is anticipated to be an iterative process.

The D&D management solution shall prioritize documentation and recordkeeping requirements associated with service line replacements, including compliance with SRF and EPA requirements. The solution will include the development of property documentation folders and supporting workflows for reimbursement activities, plus a property owner database The D&D system shall be designed to facilitate the exchange of project-related data and build upon the existing ArcGIS data available.

The GIS Field App and supporting Microsoft systems will include, at minimum, the following:

- Required data fields for reimbursement requests
- Required fields for desktop construction inspection
- Photograph documentation
- Unique identifier per property
- Automated property documentation folders

During development of the technology solution, the Engineer shall conduct project planning and coordination meetings with the City, technical representatives, project partners, and subconsultants. This scope estimates up to eight (8) one-hour progress meetings with up to two (2) Engineer staff members in attendance to be held virtually. The Engineer shall prepare and distribute meeting agendas and meeting summaries/minutes, as needed.

2.2 *Data and Documentation Training & Troubleshooting*

The Engineer shall configure and maintain user access controls and perform system updates related to the D&D solution as necessary for the duration of the contract. The Engineer shall provide ongoing maintenance and troubleshooting support for issues related to the D&D solution throughout the contract term. The Engineer will facilitate training for City staff to cover the GIS Field App and any Microsoft Suite programs and preparation of property documentation for agency submission.

TASK 3. Property Owner Outreach & Public Education

3.1 *Public Participation Plan*

The Engineer will support the City in developing a public participation plan that outlines strategies to build anticipated community awareness and promote property owner participation in the LSLR program. The plan will include:

- The purpose and goals of the LSLR program.
- List of target audiences and project stakeholders.
- Summary of anticipated strategies, activities, and associated tools and materials.

The plan may be refined and reviewed regularly throughout the contract term to adjust for evolving challenges and strategies to support local buy-in. This scope assumes the Engineer will take the lead drafting the initial plan, provide the plan for City review, and incorporate up to two rounds of revisions to the plan.

3.2 *Program Collateral Development*

The Engineer will develop necessary collateral materials for properties with lead, GRR, or unknown lines and develop education and outreach materials to help members of the general public that may not be directly impacted by the program, understand the City's broader Lead Service Line inventory and replacement efforts, stay aware of project work, and encourage neighbor participation. The Engineer and City will collaborate on key message development, content development, and tactics with up to two (2) rounds of revisions per deliverable.

The Engineer anticipates being responsible for:

- Developing a property owner access agreement for participation in LSLR program
- Program specific FAQ
- Program Invitation Letter
- Program Informational Letter (up to two)
- Program Invitation Postcard (up to two)
- Program website content and information
- Social media graphics (up to six)
- Press release (up to two)
- Post-replacement flushing instructions

The above list of anticipated deliverables may change at the City's request as needed and as budget allows.

3.3 *Program Property Outreach and Tracking*

The Engineer will develop and maintain a database of all program eligible property owners. The database shall identify available contact information, as well as other pertinent details to track adequate outreach attempts per property to meet regulatory requirements. Property owner information will be provided by the City Utility Department for billing customer name and addresses.

The Engineer may require public records research to locate absent or non-responsive property owners. The Engineer will work with the City to receive and integrate County Assessor Data to confirm current property owner information. It is anticipated the property-owner tracking database will be maintained separately from City customer service database with potential for integration. The Engineer will document customer refusals of service line replacements in a manner that meets EPA's requirement for documenting property owner refusal to participate.

To facilitate City-Engineer coordination of the public outreach and property owner management, this scope estimates up to eight (8), one-hour coordination meetings, outside of the regularly occurring full-project progress meetings, to be held virtually throughout the duration of the contract.

TASK 4. Construction Administration and Oversight

4.1 *Bidding and Contract Support*

The Engineer will develop recommended bid specifications for one (1) contractor on behalf of the City to support interior LSLR work.

LSLR support may include potholing supply and/or service lines for verification and/or replacement. The Engineer will review and compile contract documents prior to execution to help ensure compliance with federal funding and LCRI requirements. The bid specifications may include additional conditions to provide emergency on-call efforts in the City related to Lead Service Line efforts. The City will provide front-end specifications and any bid item descriptions provided from DWEE as part of SRF agreement for inclusion. The City will perform all exterior replacement work.

This task includes one pre-bid meeting facilitated by the Engineer to be held prior to the contractor deadline for submission of bids.

4.2 *Preliminary Engineering Report*

The Engineer will develop a Preliminary Engineering Report (PER) addressing the LSLR program for the City prior to construction occurring. The PER will include, at minimum, a project description, project area map(s), project phasing schedule, and opinion of cost.

4.3 *Construction Management*

This scope estimates up to eight (8) one-hour progress meetings to be held between Engineer, City, and Contractor representatives for the purpose of construction management coordination. Up to two Engineer staff members will be in attendance virtually. These meetings will focus on coordination efforts regarding available properties, answering identified questions per property, and other related information (street cuts, street closures, tree impacts, etc.)

In addition to construction management progress meetings, the Engineer may coordinate up to four (4) 30-minute, virtual construction and contractor management meetings with other City departments, outside agencies and/or sub-contractors that are involved with this project or adjacent projects. This may include coordination with City Council, Building and Planning, Street Department, NDWEE, and the U.S. EPA. The Engineer will be responsible for preparing the agenda as well as developing and distributing meeting minutes. This task does not include coordination with private utilities or the public.

The Engineer will develop a construction plan serving to provide the City and contractors standard operating procedures, phasing plan, and an overview of the technological tools to ensure compliance with LCRI. The Engineer will be responsible for answering contractor questions, conform the contract upon amendment or renewal, and maintain accurate documentation to meet standard specifications, municipal codes, and regulatory and funding requirements. The construction plan will include a property prioritization plan to identify which service lines to replace first, including identification of future and existing City street and water distribution system projects and locate coordination. The Engineer will develop Construction Change Orders as appropriate and necessary for City review and evaluation.

4.4 *Construction Management Onboarding and Training*

The Engineer will facilitate program training for the selected contractor and City staff to utilize the D&D Field App and any other software systems developed for the program, as well as adherence to regulatory and federal funding requirements. This task includes one (1) pre-construction and training meeting facilitated by the Engineer. Up to two Engineer representatives may attend in person. Other speakers may participate virtually. The purpose of these meetings is to provide an overview and training to support regulatory compliance (i.e. Build America Buy America (BABA) compliance, Davis-Bacon Wage, certified payroll, D&D Field App, emergency on-call status).

TASK 5. Funding Management Services

5.1 *Administration and Compliance Review*

The Engineer will advise City personnel on potential changes to reporting requirements due to bid documents, amendments, or any evolving conditions in federal regulation to ensure regulatory compliance between both funding resources and federal LCRI requirements. The Engineer will draft, edit, and review amendments to the City of Falls City SRF Agreement for the LSLR program, in consultation with the appropriate City financial representatives and project manager as appropriate.

The Engineer will support the City in developing responses to any additional state agency requests for information in consultation with the City. This includes assisting the City with obtaining and managing source documentation (contracts, invoices, proof of payment, change orders, etc.) that will be required for Financial Audits.

The Engineer will conduct specific funding planning and coordination meetings outside of regularly occurring full-program progress meetings with the City and its financial representatives, in addition to maintaining regular communications throughout the contract term. This scope estimates up to four (4) one-hour funding and compliance management progress meetings with up to two Engineer staff members in attendance to be held virtually.

5.2 *Reimbursement Documentation Support*

The Engineer will coordinate with the City and contractor representatives to ensure timely, accurate filing of appropriate documentation to create Monthly Reports and Requests for Reimbursement, including but not limited to:

- Davis-Bacon Wage Certifications - to ensure that the prevailing wage determination is included in bid packets and that each contractor performing work during the program understands and complies with their responsibilities pursuant to Davis-Bacon and Related Act.
- Certified Weekly Payroll – to review Certified Weekly Payroll forms submitted by the contractor and subcontractors to ensure their employees are being compensated at or above the prevailing rate for the employee's Job Classification. The Engineer will assist the contractor to rectify any errors in contractor Certified Weekly Payroll forms.
- AIS and BABA Compliance – to ensure all recorded materials utilized in replacement efforts align with American Iron and Steel requirements or are BABA certified.

5.3 *Pay Application and Reimbursement Requests*

The Engineer will coordinate with the City's financial representatives to develop a customized project pay application and reimbursement request for NDWEE's consideration and approval, in accordance with Nebraska SRF requirements and the EPA's LCRI.

The Engineer will manage and coordinate per-property documentation in appropriate folders for NDWEE review including the Pay Application, property owner agreements, proof of payment,

LSLR inventory indications, photos, BABA certifications, work orders, or other relevant documents.

TASK 6. Water Testing

6.1 *Water Testing Management*

The Engineer will assist in managing LCRI-compliant post-replacement testing kits and on-demand water testing requests. The Engineer will develop a tracking and reporting system for testing kits for up to 200 properties.

Services included:

- Management – review regulatory requirements, reporting assistance, distribution of verification products, and monthly project updates.
- Consumer Request Sampling – sending sample kits, manage lab results, data tracking, and distributing customer notifications.
- Post-replacement Testing Management – ensure per-property water test kits distributed, document compliance adherence.

TASK 7. Inventory and Replacement Plan

7.1 *Baseline Inventory*

The Engineer will finalize the LCRI-compliant Baseline Inventory and prepare the inventory according to the NDWEE inventory submission guidelines. All investigation and replacement efforts completed prior to October 2027 shall be included into the Baseline Inventory to reduce unknown, lead, or GRR service lines. The Engineer will provide the Baseline Inventory to the City to submit to NDWEE before or by November 1, 2027.

7.2 *Replacement Plan*

The Engineer will develop a replacement plan to meet all LCRI service line replacement requirements including a strategy to address remaining system unknowns, a prioritization plan for replacing known lead or GRR public and private service lines, service line flushing guidance, communication strategies, and identifying funding sources to continue the lead and GRR service line replacement program. The Engineer will utilize the NDWEE provided guidance and replacement plan development template to ensure compliance. The Engineer will provide a draft Replacement Plan to the City for review prior to finalizing the plan. This scope assumes up to three replacement planning meetings to be held virtually, with up to three Engineer staff attending.

7.3 *Private Service Line Material Self-Identification Campaign*

The Engineer will deploy an online, GIS-based survey to collect data and photos on material type provided by residents and property owners. The survey will be promoted to residents to encourage participation using some or all of the following methods, based on available budget:

- Mailings, up to two (2)
- Informational website
- Billing notices
- Social media
- Flyers

This task will also include photo and survey review to verify virtually customer survey data to the extent possible.

SUMMARY OF CITY RESPONSIBILITIES

The City of Falls City will supply or perform the following responsibilities:

Task 1: Project Management	• Identify a primary City contact for program administration. • Review and pay Engineer and contractor invoices in a timely manner • Attend progress meetings
Task 2: Data and Document Management	• Incomplete mapping will be the responsibility of the City to determine missing utility locations • Ensuring work inspections comply with City standards • Requesting County Assessor property ownership parcel data bi-annually from Richardson County • Providing tap records to Engineer regarding new service lines or property ownership changes no less than monthly • Temporary (contract-term) access to relevant City data systems
Task 3: Property Owner Outreach & Public Education	• Reviewing the public participation plan and providing requested revisions in a timely manner • Hosting and maintaining programmatic information on City website • Timely review of materials • Provide ownership records, title searches, property owner and billing contact information for all LSLR-recorded properties, as needed • Tenant names (if known) and contact information within the project area, as needed • Disbursement and management of information and materials on city social media accounts • Press/media coordination (distribution of press release(s) via city channels, coordinating and hosting media conferences) • Serving as City spokesperson • Annual briefings for key stakeholders of the program, including elected officials, as well as community, business, education, health, and religious leaders • Updates to City Council and other governmental bodies, as needed • Attending/presenting at existing community meetings/gatherings • Mailing annual notifications, including postage, to individual property owners
Task 4: Construction Administration & Oversight	• Attend meetings • Receiving and processing bid packages from interested contractors • Negotiating and final contracting with preferred contractor(s) for LSL replacements • Perform exterior replacements • Document replacement work performed according to LCRI and SRF requirements in the program's data systems • Coordinate water system and contractor replacement schedule • Performing on-site field inspections • Conducting GPS survey and/or providing as-built GPS data, as appropriate • Conduct or solicit 3rd party for materials, compaction, or other relevant testing related to replacement work
Task 5: Funding Management	• Final loan agreement negotiations and execution with NDWEE • Provide SRF agreements and supporting documentation to Engineer as appropriate • Perform in-person Davis-Bacon Wage Interviews with contracted staff as appropriate • Application and management of any non-SRF funds for LSLR program

Task 6: Water Testing	• Provide most current contact information for post-replacement properties as available • Purchase and provide pitcher filters to replacement properties
Task 7: LCRI Baseline Inventory and Replacement Plan	• Provide all pothole and/or replacement records to the Contractor prior to October 1, 2027, for inclusion in Replacement Plan • Collaboration in development of prioritization methodology for replacements • Provision of list and location of infrastructure projects which the program should coordinate with during the contract period • Timely review of Baseline Inventory and Replacement plan • Include language on City-hosted webpage indicating Baseline Inventory available upon request • Review property owner survey and promotional materials in reasonable timeframe for execution.
Miscellaneous	• Receive and respond to customer service inquiries • Provide service line addresses to accommodate inventory development and replacements • Continued pothole efforts to verify service line materials • Provide verified documentation of service line materials from potholing efforts for inclusion in Inventory throughout the life of the contract • Interpretation or reference documents for applicable codes and standards to guide construction management and quality of service expectations • Copies of available reports, plans or studies within the project area, as needed • Display of EPA signage

SERVICES NOT INCLUDED

(If necessary, a fee for these services can be negotiated.)

- Davis-Bacon Wage Interviews (in-person)
- On-site field inspections
- Compaction and material testing (soil and concrete)
- Professional services beyond the 24-month contract term or 200 replacements, whichever occurs first
- Permitting, SWPPP coordination, oversight, and inspections
- As-Built GPS and any other infrastructure locating services
- Documenting existing site conditions prior to work taking place
- Design services related to ADA compliance
- Design services related to traffic control plans and maintenance during construction activity related to the program
- Utility locates and property owner coordination for the Contractor
- Undertaking responsibilities of the contractor
- Directing the Contractor by dictating means, methods, techniques, sequences, schedules, or procedures of construction
- Public meetings or in-person property owner outreach, including distribution of door hangers
- Video production (e.g., public service announcements, etc.)

FEE

JEO proposes providing the services defined above for a fee as defined below:

Project Phase	Estimated Fee
Task 1: Project Management	$51,809
Task 2: Data and Document Management	$108,778
Task 3: Property Owner Outreach & Public Education	$60,564
Task 4: Construction Administration & Oversight	$64,281
Task 5: Funding Management	$144,046
Task 6: Water Testing	$51,318
Task 7: LCRI Baseline Inventory and Replacement Plan	$41,404
Vendor Allowance	$7,500
Tasks 2/4/5: Contingency	$15,855
Total Hourly, Not to Exceed Amount	**$545,555**

This fee includes JEO's billable time and overhead expenses including telephone calls, travel, and meals that are included in our hour rates and fees. Any additional services beyond this Scope of Services may be provided on a billable time basis in accordance with our standard Hourly Rate Schedule, adjusted annually around January 1.

In addition to the compensation otherwise provided under this Agreement, the Project Budget includes a Vendor Allowance in the amount identified in the approved budget for third-party services that may be required to complete the Services. Eligible reimbursable expenses under this allowance include, but are not limited to, printing and reproduction services, postage and shipping costs, translation or interpretation services, and other similar third-party vendor charges. The Engineer shall procure such services as necessary and shall be reimbursed for actual costs incurred upon submission of reasonable supporting documentation. Reimbursement shall not exceed the approved Vendor Allowance amount unless otherwise authorized in writing by the City.

Further, JEO is estimating a 5% contingency on Tasks 2, 4 and 5 to accommodate any unforeseen challenges in the program.

Note: Although dollar values have been provided for each task, JEO shall retain the right to reallocate monies to other tasks, subject to the maximum total fee shown above.

SCOPE AND FEE EXPIRATION

The information contained in this Scope of Services is valid until 12/31/2026. After that date, the Scope and Fee are subject to adjustment.

JEO CONSULTING GROUP INC ■ JEO ARCHITECTURE INC

GENERAL CONDITIONS

1. SCOPE OF SERVICES: JEO Consulting Group, Inc. ("JEO") shall perform the services described in Exhibit A. JEO shall invoice the client for these services at the fee stated in Exhibit A.

2. ADDITIONAL SERVICES: JEO can perform work beyond the scope of services, as additional services, for a negotiated fee or at fee schedule rates.

3. CLIENT RESPONSIBILITIES: The client shall provide all criteria and full information as to the client's requirements for the project; designate and identify in writing a person to act with authority on the client's behalf in respect to all aspects of the project; examine and respond promptly to JEO's submissions; and give prompt written notice to JEO whenever the client observes or otherwise becomes aware of any defect in work.

Unless otherwise agreed, the client shall furnish JEO with right-of-access to the site in order to conduct the scope of services. Unless otherwise agreed, the client shall also secure all necessary permits, approvals, licenses, consents, and property descriptions necessary to the performance of the services hereunder. While JEO shall take reasonable precautions to minimize damage to the property, it is understood by the client that in the normal course of work some damage may occur, the restoration of which is not a part of this agreement.

Client is responsible for paying the sales tax/fees on services provided, if sales tax/fees are required by the jurisdiction of the project. This amount may not be included in the fee for the project.

4. TIMES FOR RENDERING SERVICES: JEO's services and compensation under this agreement have been agreed to in anticipation of the orderly and continuous progress of the project through completion. Unless specific periods of time or specific dates for providing services are specified in the scope of services, JEO's obligation to render services hereunder shall be for a period which may reasonably be required for the completion of said services.

If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or date are changed through no fault of JEO, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the client has requested changes in the scope, extent, or character of the project, the time of performance of JEO's services shall be adjusted equitably.

5. INVOICES: JEO shall submit invoices to the client monthly for services provided to date and a final bill upon completion of services. Invoices are due and payable within 30 days of receipt. Invoices are considered past due after 30 days. Client agrees to pay a finance charge on past due invoices at the rate of 1.0% per month, or the maximum rate of interest permitted by law.

If the client fails to make any payment due to JEO for services and expenses within 30 days after receipt of JEO's statement, JEO may, after giving 7 days' written notice to the client, suspend services to the client under this agreement until JEO has been paid in full all amounts due for services, expenses, and charges.

6. STANDARD OF CARE: The standard of care for all services performed or furnished by JEO under the agreement shall be the care and skill ordinarily used by members of JEO's profession practicing under similar circumstances at the same time and in the same locality. JEO makes no warranties, express or implied, under this agreement or otherwise, in connection with JEO's services.

JEO shall be responsible for the technical accuracy of its services and documents resulting therefrom, and the client shall not be responsible for discovering deficiencies therein. JEO shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in client furnished information.

7. REUSE OF DOCUMENTS: Reuse of any materials (including in part plans, specifications, drawings, reports, designs, computations, computer programs, data, estimates, surveys, other work items, etc.) by the client on a future extension of this project, or any other project without JEO's written authorization shall be at the client's risk and the client agrees to indemnify and hold harmless JEO from all claims, damages, and expenses including attorney's fees arising out of such unauthorized use.

8. ELECTRONIC FILES: Copies of Documents that may be relied upon by the client are limited to the printed copies (also known as hard copies) that are signed or sealed by JEO. Files in electronic media format of text,

data, graphics, or of other types that are furnished by JEO to the client are only for convenience of the client. Any conclusion or information obtained or derived from such electronic files shall be at the user's sole risk.

a. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it shall perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30 day acceptance period shall be corrected by the party delivering the electronic files. JEO shall not be responsible to maintain documents stored in electronic media format after acceptance by the client.

b. When transferring documents in electronic media format, JEO makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by JEO at the beginning of the project.

c. The client may make and retain copies of documents for information and reference in connection with use on the project by the client.

d. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

e. Any verification or adaptation of the documents by JEO for extensions of the project or for any other project shall entitle JEO to further compensation at rates to be agreed upon by the client and JEO.

f. Instruments of Service are drawings, specifications, models, etc., including those in electronic form prepared by the Design Professional with respect to this Project. Upon execution of this Agreement, Design Professional grants to Client a nonexclusive license to use Design Professional's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project, provided that Client substantially performs its obligations, including payment for all sums when due, under this agreement. The Design Professional shall be deemed the author and owner of their respective instruments of service and shall retain all intellectual property, common law, statutory and other reserved rights, including copyrights. Client assumes full responsibility for any unauthorized use of Design Professional's Instruments of Service and shall indemnify and defend the Design Professional for any claims that may arise out of such unauthorized use.

9. **SUBCONSULTANTS:** JEO may employ consultants as JEO deems necessary to assist in the performance of the services. JEO shall not be required to employ any consultant unacceptable to JEO.

10. **INDEMNIFICATION:** To the fullest extent permitted by law, JEO and the client shall indemnify and hold each other harmless and their respective officers, directors, partners, employees, and consultants from and against any and all claims, losses, damages, and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent such claims, losses, damages, or expenses are caused by the indemnifying parties' negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of JEO and the client, they shall be borne by each party in proportion to its negligence.

11. **INSURANCE:** JEO shall procure and maintain the following insurance with limits not less than shown during the performance of services under this agreement:

a. Workers' Compensation: Statutory
b. Employer's Liability
   i. Each Accident: $500,000
   ii. Disease, Policy Limit: $500,000
   iii. Disease, Each Employee: $500,000
c. General Liability
   i. Each Occurrence (Bodily Injury and Property Damage): $1,000,000
   ii. General Aggregate: $2,000,000
d. Auto Liability
   i. Combined Single: $1,000,000
e. Excess or Umbrella Liability
   i. Each Occurrence: $1,000,000
   ii. General Aggregate: $1,000,000
f. Professional Liability:
   i. Each Occurrence: $1,000,000
   ii. General Aggregate: $2,000,000

g. All policies of property insurance shall contain provisions to the effect that JEO and JEO's consultants' interests are covered and that in the event of payment of any loss or damage the insurers shall have no rights of recovery against any of the insureds or additional insureds thereunder.

h. For projects with construction services, the client shall require the contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause JEO and JEO's consultants to be listed as additional insured with respect to such liability and other insurance purchased

and maintained by the contractor for the project.

i. The client shall reimburse JEO for any additional limits or coverages that the client requires for the project.

12. **DEBARMENT AND SUSPENSION:** JEO certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is a material representation of fact upon which reliance is placed when entering into this agreement.

13. **ANTI-LOBBYING:** In accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), the contractor certifies that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract. If any non-federal funds are used for lobbying, the contractor shall complete and submit Standard Form-LLL, 'Disclosure of Lobbying Activities.'"

14. **TERMINATION:** This agreement may be terminated by either party upon 7 days prior written notice. In the event of termination, JEO shall be compensated by client for all services performed up to and including the termination date. The effective date of termination may be set up to thirty (30) days later than otherwise provided to allow JEO to demobilize personnel and equipment from the site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files.

15. **GOVERNING LAW:** This agreement is to be governed by the law of the state in which the project is located.

Falls City Lead Service Line Replacement Services

General Fee Breakdown; Hourly to a Maximum
Estimated Contract Length: 24 Months/2 years
SO FAR IN POTHOLING - Public: 11% rate of lead/GRR;
Private: 33% Lead/GRR

Optional depending on final city/consultant workload distribution.
Number of deliverables to be confirmed by the City. Outcome could impact final fee.

		Total # of Hours Expected	# of Staff Involved	Fee/Task	Total Fee	Notes or Comments
				Fee/Task	Total Fee	$545,555.46
	Task 1 - Project Management					
1.2	*Progress Meetings/Communication (PM & Client 1hr + prep up to 16 meetings, every 6 weeks)*	40	1	$8,858.00		
1.2	Kick-off meeting (client KO + internal KO)	44	13	$8,837.40		
1.1	Project Management (Team Coordination/Budget Management /Invoicing)	180	3	$31,456.20		
1.3	QA/QC	12	1	$2,657.40		
					$51,809.00	
	Task 2 - Data and Document Management					
2.1	*Progress Meetings & Kickoff (quarterly, up to 8)*	117	4	$25,816.95		
2.1	LCR-Compliant D&D Management System Development	108	3	$18,869.60		
2.1	Dashboard Development	48	3	$7,745.60		
2.1	Automated Property Documentation Folders for Reimbursement	52	3	$8,878.60		
2.2	Testing, Maintenance, and Troubleshooting	136	5	$22,021.40		
2.2	Training	80	4	$13,307.60		
3.3	Property Owner Database - Assessor Records and Contact Tracking	85	5	$12,138.55		
	5% Contingency			$5,438.92		
					$114,217.22	
	Task 3 - Property Owner Outreach & Public Education					
3.1	Public Participation Plan	36	3	$5,417.80		
3.1	Progress Meetings (quarterly, up to 8)	48	3	$7,292.40		
3.1	Customer Outreach Tracking (collect/track agreements and refusals)	100	4	$13,750.50		
3.2	Program Collateral Development			$0.00		
3.2	(Welcome Kit) Property owner agreement, FAQ, Invite Letter	40	4	$6,365.40		
3.2	Property Owner Informational Materials (two fact sheets, two postcards, flushing guidance)	90	4	$14,718.70		
3.2	Public Education Materials (website, social media, press release)	80	4	$13,019.20		
					$60,564.00	
	Task 4 - Construction Administration & Oversight					
4.1	Meter Connection Bid specifications	34	7	$6,828.90		
4.1	Meter Connection Contract Preparation and Review (1 contractor)	20	5	$3,955.20		
4.1	Pre-Bid Meeting	30	5	$4,676.20		
4.2	Construction: Change Orders	9	2	$2,044.55		
4.2	Preliminary Engineering Report	26	3	$4,305.40		
4.3	Progress and Coordination Meetings (quarterly, up to 8)	109	5	$17,721.15		
4.3	Construction Plan Development + Phasing Updates	85	6	$11,751.35		
4.4	Construction Management: City and Contractor Onboarding/Training	88	5	$12,998.60		
	5% Contingency			$3,214.07		
					$67,495.42	
	Task 5 - Funding Management					
5.1	Planning and Administration	68	5	$13,884.40		
5.2	Reimbursement Documentation Support (Pay App, City Costs, Proof of Payment, LSLR Inventory, Property folders, BABA certs)	414	6	$52,921.40		
5.2	Reimbursement Request Development	180	4	$25,338.00		
5.3	Pay Application Development (200 replacements/400 properties on contact list)	248	3	$37,656.80		
5.2	Certified Payroll and Monthly Reports	87	2	$14,244.90		
	5% Contingency			$7,202.28		
					$151,247.78	
	Task 6 - Water Testing - TBD					
6.1	Water Sampling Program Kick-off Meeting	6	2	$1,102.10		
6.1	On-demand water testing	6	1	$1,328.70		
6.1	Post-construction water testing	12	1	$2,657.40		
6.1	Tracking system	6	1	$1,328.70		
	Subconsultant Fee: 120Water			$40,819.00	$51,317.80	
	Task 7 - LCRI Baseline Inventory and Replacement Plan (November 2027)					Total for Task 7 is not reimbursable through SRF Agreement
7.1	GIS-Based Baseline Inventory Development and Submission	90	4	$13,982.25		
7.2	Replacement Plan	58	4	$9,609.90		
7.3	Private Service Line Material Self-Identification Campaign	139	6	$17,812.10		
					$41,404.25	
	Vendor Allowance				$7,500.00	
	Mailing Costs?			$7,500.00		
	Translation?					

	PROJECT TOTALS			**$493,154.56**	**$545,555.46**	
	i. Construction: Certified Weekly Payroll (to be performed by JEO)					
	ii. Construction: Soil Compaction and Concrete Testing (performed by City, no involvement from JEO)					
	iii. Construction: Onsite Inspection (to be performed by the City)					
	iv. Engagement: Printing, mailings management (can be included in JEO costs at City request)					
	v. Billing rates subject to change by 6% annually - This adjustment will be estimated in the 2-year fee.					

Notes:

Project Milestones

- Baseline Inventory Due November 1, 2027
- Replacement Plan Due November 1, 2027
- Replacements Estimated Completion by December 2028
- Final Reimbursement and Replacement Inventory Estimated Completion June 30, 2028

Other LCRI Milestones

** LCRI Inventory Update Due January 30, 2029 -2037

** Validated Non-lead Lines Due December 31, 2034

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

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

LIGHT REMODELING & ACCESSORY PERMIT APPLICATION

FALLS CITY NEBRASKA
PASSIONATE • PROVEN • PROSPEROUS

Date of Application: Nov 6 26 Mail Permit to: ☐ Contractor ☒ Owner

The City of Falls City is not responsible for permits issued for projects not allowed within your subdivision. We strongly encourage that you consult your subdivision covenants prior to making an application for a permit. Call the digger's hotline (888-711-5666 or 811) prior to digging for any project. Please call at least 24 hours in advance for inspections on all projects.

Project/Owner Information

Project Address: 918 Louise Lane

Lot Number: _____ Subdivision: _____ Is this a rental property? ☐ Yes ☒ No

Owner Name: Roger Drnba

Owner Address (if different than above): _____ City: _____

State: Ne Zip: 68355 Phone: 402-245-0245 E-mail: drnba22 at icloud.com

Contractor Information

Contractor Name: Johnnie Neville

Contractor Address: 65438 714 Rd City: Falls City Ne

State: Ne Zip: 68355 Phone: 402 245 5643 E-mail: _____

Project Type

Fence

Height: _____ Type: _____ Location: _____ Est. Cost: _____ Fee:$_____

- Site plan required showing fence location, type, and height
- Fence posts must be set in concrete 24" minimum depth for wood and chain link
- Fence location on or into fence owners property (may require survey)
- All wood pickets or boards need to face the outside
- Front yard fences need to be 12.5' from the curb and no more than 4' in height. They must be either open pickets, split rail, or chain link (2018 IRC)
- Side yard fences on a corner lot need to be 12.5' from the curb or off the right of way

Shed

Height: _____ Type: _____ Location: _____ Est. Cost: _____ Fee:$_____

- Site plan required of property showing shed location and spacing
- Shed must be located a minimum of 5' from the rear and side property line(s)
- Concrete slab shed floor to have ½" dia. anchor bolts at max. 6'0" o.c. spacing for shed tie downs
- Wood floors for sheds must be provided with 4 shed tie-down anchors to meet City Code
- Maximum shed height is 17' or less if restricted by local governing covenants (15')
- Shed must be located 6' from any structure, or fire proofed to meet City Code

Deck

Type:_____ Location:_____ Est. Cost:_____ Fee:$_____

- See "How to Design a Deck" brochure for more information
- Site plan required of property showing house and deck location and size
- Deck drawing required showing the following:
  - Overall deck size and stair location
  - Beam and joist sizes, spacing, and spans
  - Uncovered decks must be a distance of 15 feet from rear property lines and 5 feet from side property lines
  - Decks must be 6 feet from any other detached structure
  - Post hole locations require 42" dep frost footings when attached to the house
  - Indicate size of wood beam on your drawing and know that column post sizes must be 6" X 6"
  - Indicate wood joist sizes and spacing measurement
  - Ledger beam attached to house with ½" dia. Lag bolts that are 5" long
  - Galvanized joist hangers at ledger beam
  - Handrails to be 3'0" high with vertical spindle spacing not more than 4" apart
  - Stair detail as provided by the City
- Call for footing inspection once holes are dug, prior to filling. When the deck is completed, please call for a final.

Curb-Cut, Driveways, Sidewalks

Curb Cut/Grind Width: 32' Driveway Width: 32' Driveway Length: 40'

Sidewalk Length:_____ Concrete Depth:_____ Fee:$ 30.00

Estimated Construction Cost:$ 12,000.00

- Note: Driveways must meet specifications of City Code and must be inspected before pouring

Other Accessory Projects – Roofing, Siding, Windows, Etc.

Project Description:_____

Length:_____ Width:_____ # Doors:_____ # Windows:_____

Est. Materials/Labor Cost ($):_____

Remarks:_____ Fee:$_____

Total Fees Due: $ 30.00

Applicant Signature

I attest that all information listed on this application is accurate and I agree to comply all applicable codes and regulations of the City of Falls City.

Roger Dunlap
(Signature of Applicant)

11-6-26
(Date)

Approving City Official Signature: _____ Date: _____

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

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

COMMERCIAL BUILDING PERMIT APPLICATION

FALLS CITY NEBRASKA
PASSIONATE • PROVEN • PROSPEROUS

FOR PLANS

EXAMINATION AND BUILDING PERMIT

I. LOCATION OF BUILDING AND PERMITS REQUIRED

Project Address: 1006 Stone St Zoning District RCF

Subdivision _____ Lot # 13-16 Lot Size 100x120

Is this a rental property? [ ] Yes [X] No

Applicant Crystal & Neil Scrivens 1005 Stone St FC NE 68355
(Print Name) (Full Address)

Permit	Check √	Number	Date	Fee Paid	Name of Sub-Contractor
Building Permit					
Electrical					
Curb Cut/Approach					
Sidewalk					
Sewer Tap Fee					
Sewer Connection Fee					
Plumbing					
Mechanical					
Plan Review					
Other					
Certificate of Occupancy					XXXXXXXXXXXXXXXXX
TOTAL PAID					

II. IDENTIFICATION (to be completed by ALL APPLICANTS)

Owner or Lessee Neil + Crystal Scrivens E-mail Address: _____

Address 1005 Stone St (Number and Street) Falls City (City) NE (State) 68355 (Zip) 402-326-4406 (Phone)

Contractor Dallas Fletcher E-mail Address: _____

Address 71246 652 Ave (Number and Street) Falls City (City) NE (State) 68355 (Zip) 402-326-1388 (Phone)

Architect or Engineer _____ E-mail Address: _____

Address _____ (Number and Street) _____ (City) _____ (State) _____ (Zip) _____ (Phone)

I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application. I agree to conform to all applicable laws of this jurisdiction. As this permit application pertains to new construction, the undersigned also hereby gives permission to the building inspector and his/her lawfully appointed assistant(s) for entry upon the premises described above for the purpose of monitoring the construction for which the building permit was granted.

Crystal Scrivens (Signature of Applicant) 1005 Stone St FC NE 68355 (Complete Address/City/State/Zip) 11/11/26 (Date)

Reviewed by _____ (Building Inspector) Approval Date _____

III. DESCRIPTION

A. Type of Improvement

Size of Structure

Length 40 Width 60

Square Footage 2400

1. [X] New building
2. [ ] Addition
3. [ ] Improvement
4. [ ] Repair – Replacement
5. [ ] Modification

B. Ownership

5. [X] Private (Individual, Corporation, Non-Profit Institution, Etc.)
6. [ ] Public (Federal, State, Local or Other Political Subdivisions)

C. Cost

Total Estimated Cost of Structure (less Plumbing, Heating & Air, and Electrical):

$ 75,000

D. Additional Information

Type of Construction: metal building

Use Group: entertainment

Basement Walls/Foundation: slab

IV. SELECTED CHARACTERISTICS OF BUILDING

For New Buildings and Additions, complete items E-K below:

E. Principal Type of Frame

- [ ] Masonry (Load Bearing)
- [X] Wood Frame
- [ ] Structural Steel
- [ ] Reinforced Concrete
- [ ] Other, specify_____

F. Principal Type of Heating

- [ ] Gas
- [ ] Oil
- [X] Electricity
- [ ] Coal
- [ ] Other, specify_____

G. Type of Sewage Disposal

[X] Public or Private Company
[ ] Private (Septic Tank, etc.)

H. Type of Water Supply

[X] Public or Private Company
[ ] Private (Well, cistern)

I. Type of Mechanical

Will there be Air-conditioning? [X] Yes [ ] No
Will there be an Elevator? [ ] Yes [X] No

J. Number of Off-Street Parking Spaces

Enclosed _____ Outdoors _____

V. ZONING PLAN NOTES

Site Zoned for: RCF

Use: _____

Front Yard Setbacks: _____

Side Yard Setback: _____ Side Yard Setback: _____

Rear Yard Setback: _____

Variance Required: [ ] Yes [ ] No
Description:

PLAN REVIEW RECORD (For Building Inspector's Use Only)

Plan Review Required	Date Application Rec'd	Received By	Approval Date
Building			
Plumbing			
Electrical			
Other			

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

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

REQUEST FOR FUTURE AGENDA ITEM OR ADMINISTRATIVE ACTION

FALLS CITY NEBRASKA
PASSIONATE • PROVEN • PROSPEROUS

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: November 11th 2026 **Phone No:** 402-801-0425

Name: Jon McQueen **Email:** fcfd@sentco.net

Address: 1924 Chase St. Falls City, NE. 68355

Description of Topic & Desired Resolution:

The Falls City Volunteer Fire Department requests the Annual appointments of its 2027 Officers

Please see Attached:

Signature of Requester: _____

For City Use only
Received by: _____ **Date:** _____

Action Taken: _____

Falls City Volunteer Fire Department
2307 Barada St
Falls City, Nebraska 68355

Date: November 11th 2026

To: Mayor and City Council

From: Ben Hullman, Secretary

Subject: Annual Appointments of Officers for F.C.V.F.D.

With our annual meeting for elections of Officers for the Falls City Volunteer Fire Department being held on Monday, November 9th, 2026 the following results for the City of Falls City Governing Body to take effect January 1st, 2027, upon appointment by the Mayor and approval by the City Council of Falls City, Ne. were as follows:

Falls City Fire Chief, Matt Beer

First Assistant Chief, Jon McQueen

Second Assistant Chief, Jake Cochran

The remaining offices need not be appointed, but for your information

President, Brian Vice
Vice President, Jake Cochran
Secretary, Tim Daniels
Treasurer, Jon McQueen

Thank you,

Ben Hullman, Secretary

store on red scandisk

Falls City Volunteer
Fire Department
2307 Barada St.
Falls City, NE. 68355

Brian Vice-President
Jake Cochran-Vice President
Ben Hullman-Secretary
Jon McQueen-Treasure

TO: Mayor and City Council Members

November 11,2026

RE: **Invoice** for the 2026 Billings & Dues

From: Falls City Volunteer Fire Department

The following dues and billings are for the calendar year ending 2026

Christmas Decorations installed on Lane St.....$ 500.00
F.C. Volunteers, purchased lights in the past and maintains and installs them
On (24) center island poles

Fire Prevention.....$ 550.00
F.C. Volunteers, buys materials to hand out during visits to schools, local
Library, Head Start, participates in National Night Out, Fishing contest,
and distributes candy, safety tips during Halloween and local BBQ event

The following are Per City Resolution August 19 ,2019

Secretary dues for Volunteers.....$ 150.00

Treasure dues for Volunteers.....$ 100.00

TOTAL $ 1300.00

Thank You,

Ben Hullman-Secretary

Fire Chief Matt C. Beer
O.K. to Pay Account 22-51302

F.C.V.F.D.
stored on red scandisk

Falls City
CHAMBER & MAIN STREET

Dear Mayor Harkendorff and City Council Members,

The Falls City Chamber & Main Street would like to request permission to use the Mini Park and Stone Street from 15th to 18th Street for a lighted Christmas Parade & Santa Visits on November 27th at 6pm. We would like to request no parking on the 1500-1700 blocks of Stone Street for the safety of the public and to improve parade visibility. We are requesting use of city barricades. Streets would be barricaded from 5pm to 8pm for the parade, trolley rides and Santa visits. We are also requesting the city transport Santa's house to the Mini Park prior to the event. Insurance would be provided by Falls City Chamber & Main Street.

Thank you for your consideration,

Amber Holle
Executive Director
Falls City Chamber & Main Street

NEBRASKA

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DEPARTMENT OF TRANSPORTATION

November 4, 2026

Gary Jorn
City Clerk
2307 Barada St.
Falls City, NE 68355

RE: Renewal of Maintenance Agreement No. 10
Certificate of Compliance No. 4

Attached to this letter is the City Maintenance Agreement with the Nebraska Department of Transportation for highway corridors through your community. This agreement begins January 1, 2027, and runs thru December 31, 2027. The rates for 2027 will be updated as explained below. Please arrange for the review and execution of these documents by the proper city officials and return them to this office as soon as possible for processing. A copy will be returned to the City once it is executed by the Nebraska Department of Transportation.

NDOT will continue using a 3-year state average (per lane mile) to create a fair rate for snow removal, system preservation and right of way maintenance. Each supplement beginning with the 2025 agreement will show a 3% increase. Following the fourth supplement, the Department will calculate a new 3-year average for a new base rate set to begin in 2030. For budgeting purposes, the chart below shows the rates (per lane mile) for years 2025 – 2029.

	2025	2026	2027	2028	2029
Snow Removal	$1,430.00	$1,470.00	$1,510.00	$1,560.00	$1,600.00
System Preservation	$2,030.00	$2,090.00	$2,160.00	$2,220.00	$2,290.00

Enclosed is a Certificate of Compliance for the Maintenance Agreement which confirms all the NDOT system maintenance through your city limits has been completed as required by the Agreement for the period January 1, 2026 through December 31, 2026.

When compliance has been verified, please have it signed by the appropriate city officials and returned to my attention to our office at 302 Superior St, Lincoln, NE 68521 or by email to Kathryn.ambriz@nebraska.gov by **January 1, 2027**.

Sincerely,

Vicki Kramer, Director
Department of Transportation

District 1 Headquarters
302 Superior Street
Lincoln, NE 68521-2481

OFFICE 402-471-0850 FAX 402-471-3401
NDOT.ContactUs@nebraska.gov

dot.nebraska.gov

NEBRASKA
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DEPARTMENT OF TRANSPORTATION

SURFACE MAINTENANCE AGREEMENT

[No. 2 – State Performs Excl. Parking Lanes]

Maintenance Agreement Between the
Nebraska Department of Transportation
and the Municipality of Falls City
Municipal Extensions in Falls City

Maintenance Agreement No. 10

THIS AGREEMENT, made and entered into by and between Falls City hereinafter referred to as the "Municipality"; and the State of Nebraska, Department of Transportation, acting by and through its Director-State Engineer, hereinafter referred to as the "State and jointly referred to as the "parties." This agreement is to have an effective date of January 1 2027.

WITNESSETH:

WHEREAS, it is occasionally to the benefit of the State and a municipality to reallocate the maintenance responsibilities for connecting links and/or municipal extensions of highways as set out in Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, recapitulated in Attachment "C," to promote more efficient operations, and

WHEREAS, the State and the Municipality wish to enter into an agreement reallocating some or all of the maintenance responsibilities for the connecting links and/or municipal extensions of State highways running through the Municipality.

NOW THEREFORE, in consideration of these facts the parties hereto agree as follows:

SECTION 1: The State agrees to perform surface maintenance of the highway of those portions of municipal extensions/connecting links allocated in Attachment "A", including portions of the highway where the design of which exceeds the design of the rural highways leading into the municipality. The State shall maintain the entire highway within the allocated portions, excluding any parking lanes thereon, of the municipal extension/connecting link and the Municipality shall reimburse the State as set out in Section 8 of this agreement for maintaining those portions of said municipal extension that has been designated by statute as the

Municipality's responsibility. The Parties may also, in their discretion, agree to include provisions for snow removal, which shall be set forth in Attachments "A" and "B."

SECTION 2. Maintenance required as a direct result of a Force Majeure Event is not covered by this Agreement and shall be performed only under a separate special agreement between the parties for each specific occurrence. For purposes of this Agreement, a "Force Majeure Event" means an extraordinary event or circumstance beyond the reasonable control of the parties that results in damage requiring maintenance, repair, or restoration beyond the scope of normal or routine maintenance activities. Force Majeure Events may include, but are not limited to, events subject to an emergency declaration by the Governor of Nebraska, flooding, fire, or other comparable catastrophic events. Force Majeure Events do not include ordinary weather conditions, normal deterioration, routine maintenance, traffic-related incidents, or other isolated maintenance activities reasonably anticipated as part of the obligations established under this Agreement.

SECTION 3. Normal surface maintenance shall include, but is not limited to, the following maintenance activities: Crack Seal, Joint Seal, Fog Seal, Seal Coats, Spot patching, Pothole repair, Sweeping, Surface Milling, Concrete patching, miscellaneous full-depth concrete replacement, or Preventive maintenance. Repair or reconstruction projects beyond the scope of normal surface maintenance, which are let to contract through the State's contract letting procedure, are considered to be beyond the scope of this Agreement. In order to facilitate repair or reconstruction of projects which are beyond the scope of normal surface maintenance, the Municipality shall submit, on an annual basis, a long-range plan (5 years) for such projects to the State. In the event the State and/or the Municipality should desire to do such work, the parties hereto may enter into a separate agreement for the appropriate cost sharing.

SECTION 4. It is further understood that normal surface maintenance and maintenance of appurtenances by the Municipality shall include the identifying, locating, and marking with flags of all buried municipally owned and state-owned utility facilities that occupy Nebraska Department of Transportation right-of-way. The above-mentioned utility facilities are those that service highways referenced in this agreement and properties adjacent to the above-referenced highways and will be identified, located, and marked with flags upon the request of the State or the One Call Notification Center. Identification of buried utility facilities shall follow the

provisions of the One Call Notification System Act, §76-2301 through § 76-2330. (Neb. Rev. Stat.)

SECTION 5. Only those municipal extensions of rural highways shown on the attached list marked as Attachment "A" attached hereto and hereby made a part of this agreement shall be covered by this agreement; however, additions and deletions may be made to Attachment "A" by mutual written agreement of the parties hereto.

SECTION 6. The above-mentioned highways shall be inspected periodically, at leasttwice per year, by the Department's District Engineer or the District Operations and Maintenance Manager, or their authorized representatives, and by the Municipality's Director of Public Works or his authorized representative to review whether additional or different maintenance work is desired.

SECTION 7. [Reserved].

SECTION 8. The Municipality will pay to the State the sum set forth in Attachment B of this Agreement. The above cost figures shall include all labor, equipment, tools, materials and supplies used or furnished by the State in the performance of the work on the above-mentioned highways. Fractional miles, if any, will be used in computing the amount payable in this agreement.

SECTION 9. Payment under this agreement will be made on an annual basis after December 31, as soon as possible after submission by the State to the Municipality or the Municipality to the State, as the case may be, of a Certificate approved by the District Engineer of the State, providing all work has been done during the period for which payment is made in full conformity with the agreement.

SECTION 10. The Municipality agrees to keep existing and new right-of-way free of encroachments, except those authorized by permit from the Municipality and approved by the State and Federal Highway Administration (FHWA).

SECTION 11. The parties do further agree, anything to the contrary herein notwithstanding, that the Director-State Engineer of the State of Nebraska, either in their individual or official capacity, shall not be responsible or liable in any manner to the Municipality or to any other person or persons whatsoever for any claim, demand, action or causes of action of any kind or

character arising out of or by reason of the execution of this agreement or the negligent performance and completion of the work and improvements provided for herein by the City or its agents or arising out of any contract let by the Municipality for the performance of any of the work provided herein.

SECTION 12. The Municipality indemnifies, saves and holds harmless the State and all of its departments, agents, and employees of and from any and all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reasons of the execution, performance or non-performance of the work provided for herein by the Municipality or its agents and further agrees to defend at its own sole cost and expense any action or proceeding commenced for the purposes of asserting any claim of whatsoever character arising hereunder as a result of work performed by the Municipality or its agents.

SECTION 13. This agreement shall not be construed as a relinquishment by the State of any powers or control it may have over the herein before described highways.

SECTION 14. This agreement shall terminate December 31, 2027, except that it may be renewed for one year at a time and each January 1 thereafter for up to four additional years by written concurrence of both parties hereto. After five years, a new agreement must be executed. The lane mile payment provided in Section 8 hereof may be renegotiated to the satisfaction of both parties at any renewal date.

SECTION 15. The parties agree that the maintenance responsibilities established in this agreement are a reallocation of the responsibilities of the State and the Municipality for the connecting links and/or municipal extensions as set out in Neb. Rev. Stat. § 39-1339, § 39-1344, § 39-1372, § 39-2105, § 60-6,120 and § 60-6,121, which statutory responsibilities are recapitulated in Attachment "A." All statutory responsibilities remain with the respective parties except for those responsibilities expressly reallocated by this Agreement.

SECTION 16. This Agreement supersedes any prior surface maintenance agreement on the effective date set forth above but does not alter or supersede any other pre-existing agreement between the parties that specifically allocates construction or maintenance functions between the parties, including, but not limited to, any project agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as of the dates below indicated.

EXECUTED by the Municipality this day of , 20

ATTEST: CITY OF

_____ _____

City Clerk Mayor

EXECUTED by the State this day of , 20

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

_____

District Engineer

ATTACHMENT A — CITY OF

Surface Maintenance and Winter Operations Responsibility by Statute and Agreement

Neb. Rev. Stat. §§ 39-1339 and 39-2105

Route Segment							Surface Maintenance				Winter Operations		
							Statutory Responsibility		Surface Maintenance — Agreement Modification				
Description	Hwy No.	From RP	To RP	Length (Miles)	Driving Lanes	Total Lane Miles	NDOT Lane Miles	Municipality Lane Miles	NDOT Pays Municipality	Municipality Pays NDOT	Municipality Statutory Lane Miles	Municipality Pays NDOT2	Municipality Performs
South Corporate Limits to 7th Street	73	3.05	3.65	*0.60*	2	*1.20*	1.20		1.20				
7th Street to End of Divided Highway	73	3.65	5.16	*1.51*	4	*6.04*	3.02	3.02	3.02				
End of Divided Highway to North Corporate Limits	73	5.16	5.68	*0.52*	2	*1.04*	1.04		1.04				
Jct 73 to 150' East of Fulton Street	159	4.13	4.83	*0.70*	3	*2.10*	1.40	0.70	1.40				
150' East of Fulton Street to East Corporate Limits	159	4.83	5.21	*0.38*	2	*0.76*	0.76		0.76				
West Corporate Limits to Jct 73	8	148.54	149.15	*0.61*	2	*1.22*	1.22		1.22				
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
				0.00		*0.00*							
TOTAL				***4.32***		**12.36**	**8.64**	**3.72**	**8.64**	**0.00**	**0.00**	**0.00**	**0.00**

AGREEMENT SUMMARY	
NDOT statutory surface lane miles	8.64 lane miles
Municipality statutory surface lane miles	3.72 lane miles
NDOT pays municipality for surface maintenance	8.64 lane miles
Municipality pays NDOT for surface maintenance	0.00 lane miles
Municipality pays NDOT for winter operations	0.00 lane miles

NEBRASKA
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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Falls City

Date: 1/1/27

Surface Maintenance (see attachment A):

City's responsibility for surface maintenance within the city limits is 8.64 lane miles.

State's responsibility for surface maintenance within the city limits is lane miles.

☐ The CITY agrees to pay to the STATE the amount listed below for performing the surface maintenance on those lanes listed on Attachment "A".

lane miles x $ per lane mile = $.

☒ The STATE agrees to pay the CITY the amount listed below for performing the surface maintenance on those lanes listed on Attachment "A".

8.64 lane miles x $2,160.00 per lane mile = $18,662.40.

Snow Removal (see attachment C):

☐ The CITY agrees to pay to the STATE the amount listed below for snow removal within city limits on those lanes listed on Attachment "A".

lane miles x $ per lane mile = $.

CITY PAYS STATE: $ OR STATE PAYS CITY: $18,662.40	Combine all payments between the CITY and the STATE for surface maintenance and snow removal to determine one final net payment

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DEPARTMENT OF TRANSPORTATION

Attachment "C"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

	Maintenance Responsibility			
Maintenance Operation	*Metropolitan Cities (Omaha)*	*Primary Cities (Lincoln)*	*1st Class Cities*	*2nd Class Cities & Villages*
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	*Department*	*Department*	*Department*	*Department*
Surface maintenance of the portions of roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	*City*	*City*	*City*	*City/Village*
Surface maintenance on parking Innes.	*City*	*City*	*City*	*Department*
Maintenance of roadway appurtenances (Appurtenances include, but are not not limited to, sidewalks, storm sewers, ditches, stormwater drainage structures, curbs, gutters, guardrails, handrails, steps, curb or grate Inlets, driveways, fire plugs, or retaining walls)	*City*	*City*	*City*	*City/Village*
Mowing of the right-of-way, right-of-way maintenance and snow removal.	*City*	*City*	*City*	*City/Village*
Bridges from abutment to abutment,	*Department*	*Department*	*Department*	*Department*
Roadway Lighting Fixtures and associated power	*City*	*City*	*City*	*City/Village*

	Maintenance Responsibility				
Maintenance Operation	*Metropolitan Cities (Omaha)*	*Primary Cities (Lincoln)*	*1st Class Cities > 40,000*	*1st Class Cities < 40,000*	*2nd Closs Cities*
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	*City*	*City*	*City*	*Department*	*Department*
Miscellaneous pavement marking, Including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	*City*	*City*	*City*	*City*	*City*
Maintenance and associated power poles of traffic signals ns referred to In original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	*City*	*City*	*City*	*Department*	*Department*
Procurement, installation and maintenance of regulatory and warning signs.	*City*	*City*	*City*	*Department*	*Department*

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DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE

Maintenance Agreement No. 10 QE 2203 Supp 4
Maintenance Agreement between the Nebraska Department of Transportation and the Municipality of Falls City
Municipal Extensions in Falls City

We hereby certify that all roadway surface maintenance has been accomplished as per terms of the Maintenance Agreement specified above.

As per Section 8d of the Agreement, we are submitting this certificate to District Engineer Brandon Varilek, Department of Transportation, Lincoln, Nebraska.

ATTEST: _____ day of _____ , 202 .

_____ _____

City Clerk *Mayor/Designee*

I hereby certify that all roadway surface maintenance was performed as per the above listed agreement and payment for the same should be made.

_____

District Engineer, Department of Transportation

For Office Use Only

Agreement No.: _____

Pay/Bill Code: _____

Contractor No.: _____

Amount: $ _____

NDOT Form 508, January 2018

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DEPARTMENT OF TRANSPORTATION

Attachment "A"

MAINTENANCE OPERATION AND RESPONSIBILITY
Municipal extensions and connecting links
(Streets Designated Part of the State Highway System excluding Freeways)

Maintenance Responsibility
Neb. Rev. Stat. § 39-2105

Maintenance Operation Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities	2nd Class Cities & Villages
Surface maintenance of the traveled way equivalent to the design of the rural highway leading into municipality.	Department	Department	Department	Department
Surface maintenance of the roadway exceeding the design of the rural highway leading into the municipality including shoulders and auxiliary lanes.	City	City	City	City
Surface maintenance on parking lanes.	City	City	City	Department
Maintenance of roadway appurtenances *(including, but not limited to, sidewalks, storm sewers, guardrails, handrails, steps, curb or grate inlets, driveways, fire plugs, or retaining walls)*	City	City	City	City or Village
Mowing of the right-of-way, right-of-way maintenance and snow removal.	City	City	City	City or Village
Bridges from abutment to abutment, except appurtenances.	Department	Department	Department	Department

Maintenance Responsibility
Neb. Rev. Stat. § 60-6, 120 & § 60-6, 121

Maintenance Operation Neb. Rev. Stat. § 39-1339	Metropolitan Cities (Omaha)	Primary Cities (Lincoln)	1st Class Cities > 40,000	1st Class Cities < 40,000	2nd Class Cities
Pavement markings limited to lane lines, centerline, No passing lines, and edge lines on all connecting links except state maintained freeways	City	City	City	Department	Department
Miscellaneous pavement marking, including angle and parallel parking lanes, pedestrian crosswalks, school crossings, etc.	City	City	City	City	City
Maintenance and associated power costs of traffic signals and roadway lighting as referred to in original project agreement.					
Procurement, installation and maintenance of guide and route marker signs	City	City	City	Department	Department
Procurement, installation and maintenance of regulatory and warning signs.	City	City	City	Department	Department

NEBRASKA
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DEPARTMENT OF TRANSPORTATION

City Maintenance Agreement

Attachment B

City of: Falls City

Date: 11/14/25

☒ Surface Maintenance

From Attachment "C", it is determined that the State's responsibility for surface maintenance within the City limits is 8.64 lane miles. Pursuant to Sections 1a, 8a, 8d of the Agreement and to Attachment "C" made part of this Agreement through reference, the State agrees to pay to the City the sum of $2,090.00 per lane mile for performing the surface maintenance on those lanes listed on Attachment "C".

Amount due the City for surface maintenance:

8.64 lane miles x $2,090.00 per lane mile = $18,057.60.

☐ Snow Removal

From Attachment "A", it is determined that snow removal within City limits is the responsibility of the City. Pursuant to Section 8d of the Agreement and to Attachment "C" made a part of this Agreement through reference, the City agrees to pay to the State the sum of $ per lane mile for performing snow removal on those lanes listed on Attachment "C".

Amount due the State for snow removal:

lane miles x $ per lane mile = $

☐ Other *(Explain)*

ATTACHMENT "C"
CITY OF FALLS CITY

STATE OF NEBRASKA
DEPARTMENT OF TRANSPORTATION

RESPONSIBILITY FOR SURFACE MAINTENANCE OF MUNICIPAL EXTENSIONS

NEBRASKA REVISED STATUTE 39-1339 AND NEBRASKA REVISED STATUE 39-2105

Description	Hwy No.	Beginning R.P.	End R.P.	Length (MI)	Driving Lanes Total	Lane Miles Total	State	City
South Corporate Limits to 7th Street	73	3.05	3.65	0.6	2	1.2	1.2	0
7th Street to End of Divided Highway	73	3.65	5.16	1.51	4	6.04	3.02	3.02
End of Divided Highway to North Corporate Limits	73	5.16	5.68	0.52	2	1.04	1.04	0
Jct 73 to 150' East of Fulton Street	159	4.13	4.83	0.7	3	2.1	1.4	0.7
150' East of Fulton Street to East Corporate Limits	159	4.83	5.21	0.38	2	0.76	0.76	0
West Corporate Limits to Jct 73	8	148.54	149.15	0.61	2	1.22	1.22	0
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
				0		0		
Total Lane Miles				4.32		12.36	8.64	3.72