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

ROUTINE BUSINESS

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

CONSENT AGENDA

1. Minutes Approval for October 21, 2024
2. Agenda Approval
3. Claims Approval for October 12, 2024 through October 25, 2024
4. Consent Agenda

Any item listed on the Consent Agenda may, by 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 and Action – Second reading of Ordinance 2024-101 to amend police regulations for dogs and cats

REGULAR BUSINESS

1. Discussion and Action – Authorization to execute a Construction Management Agreement with Southeast Nebraska Development District (SEND) for the 2023 Downtown Revitalization Grant (23DTR006) (FC Project 24-1003)
2. Discussion – Review of the EDGE 3rd Quarter 2024 Report | EDGE, Inc.

ADJOURNMENT

Anthony Nussbaum, City Clerk

October 21, 2024

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 21st day of October 2024, at 6:00 o' clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Ferguson, Holle, Ractliffe, Rhodd, Wisdom. Absent: Fouraker, Leyden. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

CONSENT AGENDA

A motion was made by Council person Holle and seconded by Council person Buckminster to approve the Consent Agenda as follows: *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 Agenda: 1. *BE IT FURTHER RESOLVED* BY the Council that the minutes from the October 7, 2024, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED* BY the Council that the agenda for October 21, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED* BY the Council that the September 28, 2024, through October 11, 2024, Claims are hereby approved. 4. *BE IT FURTHER RESOLVED* BY the Council that the Consent Agenda for October 21, 2024, is hereby approved. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Holle, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Fouraker, Leyden. Motion carried.

ORDINANCE 2024-101 TO AMEND CHAPTER 6 POLICE REGULATIONS ARTICLE 1 DOGS AND CATS

Council person Ractliffe requested additional information regarding service animals be investigated and incorporated into the ordinance. A motion was made by Council person Ractliffe to table the item. The motion died for a lack of second. A motion was made by Council person Ferguson and seconded by Council person Holle to approve the first reading as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Holle, Rhodd, Wisdom. "NAY" None. "ABSTAIN" Ractliffe. "ABSENT" Fouraker, Leyden. Motion carried.

REVIEW OF THE EMPLOYEE CELL PHONE POLICY

It was recommended by Council person Buckminster to investigate adding a screen lock control software monitoring application into the policy. A motion was made by Council person Buckminster and seconded by Council person Ferguson to table the item. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Holle, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Fouraker, Leyden. Motion carried.

REQUEST PERMISSION TO USE THE GRASS LOT NORTH OF THE LIBRARY AT 15TH AND STONE STREET ON NOVEMBER 29, 2024, AND TO USE STONE STREET FROM 15TH TO 18TH STREET FOR LIGHTED CHRISTMAS PARADE AND TO BLOCK OFF STREET PARKING ON THE 1500 TO 1700 BLOCKS OF STONE STREET BETWEEN 5-8PM|FALLS CITY CHAMBER & MAIN STREET

A motion was made by Council person Ractliffe and seconded by Council person Buckminster to approve the resolution as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Holle, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Fouraker, Leyden. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:31pm

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Mayor Harkendorff and Council on October 21, 2024; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



Expense Approval Report

By Fund

Payment Dates 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General					
TASC	in3157807	10/25/2024	service	100-01-11-52199	40.16
League of Nebraska Municipal	194150	10/25/2024	membership dues 2024-2025	100-01-11-51302	8,231.00
TASC	in3196940	10/25/2024	service	100-01-11-52199	125.00
Quill Corportation	40714463	10/25/2024	supplies	100-01-11-52372	18.43
Falls City Journal	INV05002	10/25/2024	ads	100-01-11-52147	537.45
CivicPlus, LLC	318192	10/25/2024	subscription	100-01-11-52199	684.00
TASC	in3238611	10/25/2024	service	100-01-11-52199	62.50
Pest Control Services of SE NE	14806	10/25/2024	service	100-01-11-52199	31.25
Amazon Capital Services	1rcv-p4xy-mpnj	10/25/2024	binders	100-01-11-52372	15.99
Amazon Capital Services	1rcv-p4xy-mpnj	10/25/2024	white board	100-01-11-52372	42.98
Nebraska Generator Service L	17603	10/25/2024	service	100-01-11-52096	239.92
Amazon Capital Services	1g9h=4gyg-llrq	10/25/2024	expansion folders	100-01-11-52372	82.54
AMERITAS BILLING	INV04893	10/18/2024	457 Pre Tax Percentage	100-01-00-21151	180.31
CWA Dues	INV04897	10/18/2024	CWA Union Dues	100-01-00-21151	77.72
Medica Insurance	INV04899	10/18/2024	Group Health	100-01-00-21151	18,576.22
IBEW Local Union #1536	INV04900	10/18/2024	IBEW Union Dues	100-01-00-21151	134.66
International Union of Operati	INV04901	10/18/2024	IUOE Union Dues	100-01-00-21151	149.70
Dearborn Life Insurance Com	INV04902	10/18/2024	Life Insurance	100-01-00-21151	267.54
Nebraska Child Support Paym	INV04903	10/18/2024	Child Support	100-01-00-21151	259.39
Nebraska Child Support Paym	INV04904	10/18/2024	Nebraska Child Support 2	100-01-00-21151	193.85
Nebraska Child Support Paym	INV04905	10/18/2024	Child Support	100-01-00-21151	204.01
Nebraska Dept of Revenue	INV04906	10/18/2024	Garnishment	100-01-00-21151	250.00
Ameritas	INV04908	10/18/2024	Pension 457 Pre-Tax	100-01-00-21151	30.00
Ameritas	INV04909	10/18/2024	Retirement 501a	100-01-00-21151	367.28
Ameritas	INV04910	10/18/2024	Retirement 501a	100-01-00-21151	325.06
Ameritas	INV04911	10/18/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV04912	10/18/2024	Retirement 501a	100-01-00-21151	261.66
Ameritas	INV04913	10/18/2024	Retirement 501a	100-01-00-21151	214.18
Ameritas	INV04914	10/18/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV04915	10/18/2024	Retirement 501a	100-01-00-21151	360.62
Ameritas	INV04916	10/18/2024	Retirement 501a	100-01-00-21151	235.76
Ameritas	INV04917	10/18/2024	Retirement 501a	100-01-00-21151	285.36
Ameritas	INV04918	10/18/2024	Retirement 501a	100-01-00-21151	217.44
Ameritas	INV04919	10/18/2024	Retirement 501a	100-01-00-21151	252.00
Ameritas	INV04920	10/18/2024	Retirement 501a	100-01-00-21151	271.62
Ameritas	INV04921	10/18/2024	Retirement 501a	100-01-00-21151	335.26
Ameritas	INV04922	10/18/2024	Retirement 501a	100-01-00-21151	314.14
Ameritas	INV04923	10/18/2024	Retirement 501a	100-01-00-21151	277.54
Ameritas	INV04924	10/18/2024	Retirement 501a	100-01-00-21151	213.86
Ameritas	INV04925	10/18/2024	Retirement 501a	100-01-00-21151	314.98
Ameritas	INV04926	10/18/2024	Retirement 501a	100-01-00-21151	194.78
Ameritas	INV04927	10/18/2024	Retirement 501a	100-01-00-21151	194.72
Ameritas	INV04928	10/18/2024	Retirement 501a	100-01-00-21151	347.12
Ameritas	INV04929	10/18/2024	Retirement 501a	100-01-00-21151	347.60
Ameritas	INV04930	10/18/2024	Retirement 501a	100-01-00-21151	341.72
Ameritas	INV04931	10/18/2024	Retirement 501a	100-01-00-21151	187.16
Ameritas	INV04932	10/18/2024	Retirement 501a	100-01-00-21151	293.00
Ameritas	INV04933	10/18/2024	Retirement 501a	100-01-00-21151	226.56
Ameritas	INV04934	10/18/2024	Retirement 501a	100-01-00-21151	179.32
Ameritas	INV04935	10/18/2024	Retirement 501a	100-01-00-21151	293.94
Ameritas	INV04936	10/18/2024	Retirement 501a	100-01-00-21151	163.12
Ameritas	INV04937	10/18/2024	Retirement 501a	100-01-00-21151	260.98
American National Bank	INV04938	10/18/2024	HSA	100-01-00-21151	100.00

Expense Approval Report

Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
American National Bank	INV04939	10/18/2024	HSA	100-01-00-21151	30.00
American National Bank	INV04940	10/18/2024	HSA	100-01-00-21151	100.00
American National Bank	INV04941	10/18/2024	HSA	100-01-00-21151	50.00
American National Bank	INV04942	10/18/2024	HSA	100-01-00-21151	100.00
American National Bank	INV04943	10/18/2024	HSA	100-01-00-21151	20.00
Ameritas	INV04944	10/18/2024	Retirement 501a	100-01-00-21151	380.30
Ameritas	INV04945	10/18/2024	Retirement 501a	100-01-00-21151	400.90
Ameritas	INV04946	10/18/2024	Retirement 501a	100-01-00-21151	369.02
Ameritas	INV04947	10/18/2024	Retirement 501a	100-01-00-21151	341.84
Ameritas	INV04948	10/18/2024	Retirement 501a	100-01-00-21151	367.58
Nebraska Department of Reve	INV04949	10/18/2024	State W/H Tax	100-01-00-21151	3,401.31
Department of the Treasury	INV04950	10/18/2024	Federal W/H	100-01-00-21151	6,972.48
Department of the Treasury	INV04951	10/18/2024	Medicare Tax	100-01-00-21151	2,509.06
Department of the Treasury	INV04952	10/18/2024	Social Security Tax	100-01-00-21151	10,728.04
Fund 100 - General Total:					64,040.25

Fund: 110 - Police

Falls City Journal	INV05002	10/25/2024	ads	110-02-21-52147	31.00
Farm & City Supply	005937	10/25/2024	led st19 e26 vsw 60w dim	110-02-21-52093	6.99
CivicPlus, LLC	318192	10/25/2024	subscription	110-02-21-52199	684.00
Pest Control Services of SE NE	14806	10/25/2024	service	110-02-21-52199	31.25
Nebraska Generator Service L	17603	10/25/2024	service	110-02-21-52096	239.92
Fund 110 - Police Total:					993.16

Fund: 115 - Animal Control

Animal Health Center	152105	10/25/2024	service carpenter dog	115-02-23-52198	66.00
Fund 115 - Animal Control Total:					66.00

Fund: 150 - Parks

Dollar Fresh	INV04890	10/25/2024	late fee	150-05-51-52303	0.19
Farm & City Supply	005831	10/25/2024	lock ent com levr us26d	150-05-51-52093	64.99
Farm & City Supply	005831	10/25/2024	refill assort key bands	150-05-51-52093	8.69
Farm & City Supply	005831	10/25/2024	ace best roller w 9x3/8"	150-05-51-52093	11.18
Farm & City Supply	005857	10/25/2024	coupl hose 5/8"fm clinch	150-05-51-52429	6.59
Farm & City Supply	005910	10/25/2024	electric fence posts	150-05-51-52429	62.25
Farm & City Supply	005946	10/25/2024	occupancy sensor wht	150-05-51-52093	24.99
Farm & City Supply	005946	10/25/2024	wallplate 1g wht	150-05-51-52093	0.99
Farm & City Supply	005951	10/25/2024	tester circuit bkr fndr	150-05-51-52093	39.99
Farm & City Supply	005951	10/25/2024	battery alkaline 9v	150-05-51-52093	8.59
Farm & City Supply	005951	10/25/2024	marker sharpi uf blk prm	150-05-51-52093	2.39
Farm & City Supply	005951	10/25/2024	pens 10 pack	150-05-51-52093	1.50
Farm & City Supply	005959	10/25/2024	connector 8port blk 10pk	150-05-51-52093	4.99
Farm & City Supply	005960	10/25/2024	asphalt filler 10.1oz voc	150-05-51-52429	59.94
Farm & City Supply	005960	10/25/2024	hd hos noxl 9ptr blk/gry	150-05-51-52429	16.99
Farm & City Supply	005960	10/25/2024	wall scraper 3" flex	150-05-51-52429	6.59
Pest Control Services of SE NE	14806	10/25/2024	service	150-05-51-52199	31.25
Farm & City Supply	006366	10/25/2024	cover 1g gfci hvydty gry	150-05-51-52093	75.96
Farm & City Supply	006469	10/25/2024	crsnt adjstble wrench 4"	150-05-51-52093	18.99
Farm & City Supply	006469	10/25/2024	long nose pliers 6" ace	150-05-51-52093	17.99
Farm & City Supply	006469	10/25/2024	witco 5" ignition plier	150-05-51-52093	11.99
Farm & City Supply	006469	10/25/2024	utility hook 3lb 2pk	150-05-51-52093	6.59
Farm & City Supply	006485	10/25/2024	grade 5 bolts, nuts, washers	150-05-51-52429	2.40
Farm & City Supply	006485	10/25/2024	grade 5 bolts, nuts, washers	150-05-51-52429	0.56
Farm & City Supply	006486	10/25/2024	rv/marine antifreeze	150-05-51-52429	21.00
Farm & City Supply	006573	10/25/2024	dropcloth 9x12 .5mil	150-05-51-52093	3.99
Farm & City Supply	006573	10/25/2024	c+k ext sg uwb 1g	150-05-51-52093	109.98
Farm & City Supply	006573	10/25/2024	switch	150-05-51-52093	29.98
Farm & City Supply	006672	10/25/2024	wilde blk 12" pry bar w/ handl	150-05-51-52429	13.99
Farm & City Supply	006672	10/25/2024	locking plier 2pc fast	150-05-51-52429	32.99
Farm & City Supply	006698	10/25/2024	brush art 5pc utility	150-05-51-52093	5.99
Farm & City Supply	006698	10/25/2024	ace best brush angle 1	150-05-51-52093	8.59
Amazon Capital Services	ivt3-tdrm-1wjp	10/25/2024	brass fire equipment	150-05-51-52429	23.98

Expense Approval Report

Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FIRE HOSE DIRECT	S184806	10/17/2024	brass 2 1/2 " brass fire hydran	150-05-51-52420	275.17
Pam Merz	10-2024-000166	10/25/2024	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Stephanie Witt	10-2024-000167	10/25/2024	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Fund 150 - Parks Total:					1,112.24
Fund: 151 - Auditorim					
Quill Corportation	40714463	10/25/2024	chairmat	151-05-51-52420	62.74
Unifirst Corportation	1910066706	10/25/2024	mops	151-05-51-52199	69.36
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	quick dry pens	151-05-51-52372	5.99
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	label maker	151-05-51-52372	39.99
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	pen holder	151-05-51-52372	14.91
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	dry erase linen board	151-05-51-52372	19.99
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	label maker	151-05-51-52372	19.99
Amazon Capital Services	1qvw-qpqy-mk1j	10/25/2024	laminating machine	151-05-51-52372	34.92
Pest Control Services of SE NE	14806	10/25/2024	service	151-05-51-52199	31.25
UCI Testing	35778	10/25/2024	burr	151-05-51-52199	75.00
Jones Air Conditioning	140794	10/25/2024	service - auditorium	151-05-51-52093	1,166.51
HEATHER SAILORS	10-2024-000162	10/25/2024	Rental AddOn Payment for Au	151-05-51-21600	250.00
HEATHER SAILORS	10-2024-000162	10/25/2024	Rental Payment for Prichard A	151-05-51-21600	200.00
Fund 151 - Auditorim Total:					1,990.65
Fund: 170 - Library					
Falls City Journal	INV04892	10/25/2024	service 04.24 - 08.24	170-05-52-52175	109.75
Pro Serv	275947	10/25/2024	service	170-05-52-52199	130.68
CivicPlus, LLC	318192	10/25/2024	subscription	170-05-52-52199	684.00
Electronic Contracting Compa	63226	10/25/2024	service	170-05-52-52199	81.00
True Value Hardware	0057558	10/25/2024	supplies	170-05-52-52429	11.99
Jones Air Conditioning	140789	10/25/2024	service	170-05-52-52093	829.75
Falls City Mercantile	230144	10/25/2024	latex gloves	170-05-52-52429	12.29
Falls City Mercantile	230144	10/25/2024	toilet bowl cleaner	170-05-52-52429	30.49
Falls City Mercantile	230144	10/25/2024	can liners	170-05-52-52429	35.16
THE HUMBOLDT STANDARD	INV04891	10/25/2024	subscription	170-05-52-51300	45.00
Fund 170 - Library Total:					1,970.11
Fund: 180 - Cemetery					
Farm & City Supply	006221	10/25/2024	gorilla tape	180-05-53-52096	18.99
Farm & City Supply	006221	10/25/2024	15pc bungey cord assort bagg	180-05-53-52096	11.99
Fund 180 - Cemetery Total:					30.98
Fund: 190 - Streets					
ISG-TEAM Inc	1818718-0	10/25/2024	champions crossing	190-03-31-52197	4,618.34
ISG-TEAM Inc	1818719-0	10/25/2024	champions crossing	190-03-31-52197	7,426.35
ISG-TEAM Inc	1818720-0	10/25/2024	champions crossing	190-03-31-52197	873.66
ISG-TEAM Inc	1818721-0	10/24/2024	champions crossing	190-03-31-52197	1,215.15
ISG-TEAM Inc	1818722-0	10/25/2024	Champions Crossing	190-03-31-52197	3,259.20
Farm & City Supply	04498	10/25/2024	locking clamp v grip 11"	190-03-31-52429	26.99
Farm & City Supply	04498	10/25/2024	pry bar black/yelow 21"	190-03-31-52429	15.99
Farm & City Supply	005974	10/25/2024	1"x10" retractable ratchet str	190-03-31-52429	59.98
Farm & City Supply	005974	10/25/2024	1/25 dr industrial ratchet han	190-03-31-52429	43.39
Farm & City Supply	005974	10/25/2024	3/8 Industrial ratchet handle	190-03-31-52429	27.49
Concrete Industries, Inc	ij00717334	10/25/2024	concrete	190-03-31-52003	842.80
Amazon Capital Services	1mhl-1p3h-grdt	10/25/2024	rotary steel wire weed brush	190-03-31-52420	37.78
Harmon's OK Tire	60669	10/16/2024	tire tax	190-03-31-52014	2.00
Harmon's OK Tire	60669	10/16/2024	truck stem	190-03-31-52014	10.00
Harmon's OK Tire	60669	10/16/2024	T10R -225 Road X tires	190-03-31-52014	698.00
Harmon's OK Tire	60669	10/16/2024	tire disposal	190-03-31-52014	20.00
Fund 190 - Streets Total:					19,177.12
Fund: 195 - Mechanic Shop					
Bobcat of Omaha	cm12497	10/25/2024	seal	195-03-66-52330	77.80
Bobcat of Omaha	cm16561	10/25/2024	credit	195-03-66-52330	-77.80
Bobcat of Omaha	cm18205	10/25/2024	hose hyd	195-03-66-52330	131.19

Expense Approval Report

Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Mr Automotive	016252	10/22/2024	batteries - MTP-65HD	195-03-66-52330	307.98
				Fund 195 - Mechanic Shop Total:	439.17
Fund: 205 - Dispatching					
UCI Testing	35778	10/25/2024	clary	205-02-24-52199	75.00
Nebraska Generator Service L	17603	10/25/2024	service	205-02-24-52096	239.91
				Fund 205 - Dispatching Total:	314.91
Fund: 220 - CDBG - Downtown Revitalization Program					
Southeast Nebraska Develop	INV05017	10/25/2024	inv5-9	220-06-00-52103	9,891.31
Southeast Nebraska Develop	INV05017	10/25/2024	inv 1	220-06-00-52103	210.00
				Fund 220 - CDBG - Downtown Revitalization Program Total:	10,101.31
Fund: 240 - CDBG - Owner-Occupier Rehabilitation Program					
EZ Construction Co	INV05004	10/25/2024	project 032	240-06-00-52901	24,999.00
EZ Construction Co	INV05005	10/25/2024	project 029	240-06-00-52901	10,615.00
Southeast Nebraska Develop	INV05016	10/25/2024	inv 36-37	240-06-00-52103	7,488.78
				Fund 240 - CDBG - Owner-Occupier Rehabilitation Program Total:	43,102.78
Fund: 280 - Housing Abatement/Demolition Program					
Gerdes Lawn Care LLC	5	10/25/2024	service sept 2024	280-06-23-52199	173.18
				Fund 280 - Housing Abatement/Demolition Program Total:	173.18
Fund: 600 - Electric					
TASC	in03157807	10/25/2024	service	600-07-00-52199	10.04
League of Nebraska Municipal	6774	10/25/2024	membership dues	600-07-00-51302	730.00
TASC	in03196940	10/25/2024	service	600-07-00-52199	31.25
Farm & City Supply	003743	10/25/2024	couple black stl 1/4"	600-07-62-52429	4.29
Farm & City Supply	003743	10/25/2024	nipple 1/4" MPT BLK STL	600-07-62-52429	5.36
Farm & City Supply	003743	10/25/2024	ball viv 600ips fip 1/4"	600-07-62-52429	11.82
Jim Hill's	98002	10/25/2024	lock for door	600-07-62-52093	112.23
Quill Corportation	040714463	10/25/2024	supplies	600-07-61-52372	81.18
Quill Corportation	40727350	10/25/2024	notebooks	600-07-61-52372	47.99
ATCO International	i0635301	10/25/2024	buster a/15 xx-ca	600-07-62-52429	199.02
Falls City Journal	INV05008	10/25/2024	ads	600-07-00-52147	79.99
Farm & City Supply	005829	10/25/2024	female coupling 1" fpt	600-07-62-52429	11.81
Farm & City Supply	005979	10/25/2024	duct tape 20yd red ace	600-07-62-52429	7.08
CivicPlus, LLC	0318192	10/25/2024	service	600-07-00-52199	684.00
TASC	in03238611	10/25/2024	service	600-07-00-52199	15.63
Farm & City Supply	006062	10/25/2024	nipple galv 1.5" xclose	600-07-62-52429	5.37
Farm & City Supply	006062	10/25/2024	nipple galv 1.5"x2"	600-07-62-52429	7.08
Farm & City Supply	006066	10/25/2024	nipple black 1.25xclose	600-07-62-52420	3.86
Farm & City Supply	006066	10/25/2024	supplies	600-07-62-52420	17.18
Farm & City Supply	006114	10/25/2024	torch head trigr pro ace	600-07-61-52935	64.49
O'Reilly Automotive Inc	5895-216330	10/25/2024	pwr rtd belt	600-07-61-52093	15.52
Husker Electric Supply	56561	10/14/2024	-quazite box & lid TIER 22 #A	600-07-61-53550	1,162.99
Farm & City Supply	006652	10/25/2024	5.2oz hop ultra silver syntheti	600-07-61-52099	28.38
Farm & City Supply	006652	10/25/2024	stihl bar and chain oil gallon	600-07-61-52099	28.49
Farm & City Supply	006694	10/25/2024	key blank mst pdik	600-07-62-52420	12.87
Farm & City Supply	006694	10/25/2024	key ring id tag 2pk	600-07-62-52420	9.64
Farm & City Supply	006694	10/25/2024	keykrafter #90 brass	600-07-62-52420	8.58
Farm & City Supply	006694	10/25/2024	key kwikset kw1-ace	600-07-62-52420	4.29
Farm & City Supply	006694	10/25/2024	cd nckl belt snap k ring	600-07-62-52420	7.08
Mary's Appliance	9000007324	10/16/2024	washing machine 4.3 cft	600-07-62-52420	599.85
Border States	929213626	10/14/2024	4" female PVC adapter	600-07-61-53550	16.57
Border States	929213626	10/14/2024	4" locknut	600-07-61-53550	15.93
Border States	929213626	10/14/2024	3" bushing	600-07-61-53550	8.64
Border States	929213626	10/14/2024	4" male PVC adapter	600-07-61-53550	19.55
Border States	929213626	10/14/2024	1" chase nipples	600-07-61-53550	26.45
Border States	929213626	10/14/2024	1" liquid tite flex	600-07-61-53550	39.89
Border States	929213626	10/14/2024	1" connector for liquid tite	600-07-61-53550	76.67
Border States	929213626	10/14/2024	2" ShurLock	600-07-61-53550	702.51
Border States	929213626	10/14/2024	3" lock nut	600-07-61-53550	9.80
Border States	929213626	10/14/2024	4" bushing	600-07-61-53550	10.00

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Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Border States	929213626	10/14/2024	3" male PVC adapter	600-07-61-53550	10.92
Border States	929213626	10/14/2024	3" female PVC adapter	600-07-61-53550	12.27
Border States	929213646	10/14/2024	Sleeve, Heat Shrink, #ITTCNS-	600-07-00-10500	115.56
Ditch Witch Financial Services	INV04889	10/14/2024	lease agreement 379-003915	600-07-61-52175	6,926.18
ERIC KREIFELS	INV05009	10/25/2024	reimbursement	600-07-61-51310	150.00
ERIC KREIFELS	INV05009	10/25/2024	reimbursement - class	600-07-61-51310	96.48
Municipal Energy Agency of N	306676	10/25/2024	sept 2024	600-07-00-52303	92,365.14
Harmon's OK Tire	60741	10/22/2024	Nebraska tire tax 4 @ \$1 ea	600-07-61-52015	4.00
Harmon's OK Tire	60741	10/22/2024	tire disposal	600-07-61-52015	17.20
Harmon's OK Tire	60741	10/22/2024	balance 4 tires @ \$5 ea	600-07-61-52015	20.00
Harmon's OK Tire	60741	10/22/2024	tires - P225/60-16 Yokohama	600-07-61-52015	580.50
Dutton-Lainson Co	S30089-8	10/17/2024	150 KVA 13800/7970 208/120	600-07-00-10500	22,739.00
Wesco Distribution	459482	10/18/2024	Fuse Link, 100 AMP-S&C 6410	600-07-00-10500	172.00
Altec Industries, Inc.	12694584	10/21/2024	rotary actuator - #035500026	600-07-61-52014	2,673.21
AMERITAS BILLING	INV04953	10/18/2024	457 After Tax %	600-07-00-21151	255.33
AMERITAS BILLING	INV04954	10/18/2024	457 Pre Tax Percentage	600-07-00-21151	1,178.21
CWA Dues	INV04957	10/18/2024	CWA Union Dues	600-07-00-21151	179.50
Medica Insurance	INV04959	10/18/2024	Group Health	600-07-00-21151	18,578.47
IBEW Local Union #1536	INV04960	10/18/2024	IBEW Union Dues	600-07-00-21151	355.77
Dearborn Life Insurance Com	INV04961	10/18/2024	Life Insurance	600-07-00-21151	205.61
Ameritas	INV04963	10/18/2024	Pension 457 Pre-Tax	600-07-00-21151	250.00
Ameritas	INV04964	10/18/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV04965	10/18/2024	Pension 457 Pre-Tax	600-07-00-21151	68.26
Ameritas	INV04966	10/18/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV04967	10/18/2024	Retirement 501a	600-07-00-21151	380.32
Ameritas	INV04968	10/18/2024	Retirement 501a	600-07-00-21151	324.82
Ameritas	INV04969	10/18/2024	Retirement 501a	600-07-00-21151	306.38
Ameritas	INV04970	10/18/2024	Retirement 501a	600-07-00-21151	425.48
Ameritas	INV04971	10/18/2024	Retirement 501a	600-07-00-21151	316.12
Ameritas	INV04972	10/18/2024	Retirement 501a	600-07-00-21151	427.00
Ameritas	INV04973	10/18/2024	Retirement 501a	600-07-00-21151	335.60
Ameritas	INV04974	10/18/2024	Retirement 501a	600-07-00-21151	407.32
Ameritas	INV04975	10/18/2024	Retirement 501a	600-07-00-21151	272.68
Ameritas	INV04976	10/18/2024	Retirement 501a	600-07-00-21151	270.34
Ameritas	INV04977	10/18/2024	Retirement 501a	600-07-00-21151	281.18
Ameritas	INV04978	10/18/2024	Retirement 501a	600-07-00-21151	314.18
Ameritas	INV04979	10/18/2024	Retirement 501a	600-07-00-21151	288.24
Ameritas	INV04980	10/18/2024	Retirement 501a	600-07-00-21151	296.30
Ameritas	INV04981	10/18/2024	Retirement 501a	600-07-00-21151	210.84
Ameritas	INV04982	10/18/2024	Retirement 501a	600-07-00-21151	256.48
Ameritas	INV04983	10/18/2024	Retirement 501a	600-07-00-21151	441.32
Ameritas	INV04984	10/18/2024	Retirement 501a	600-07-00-21151	287.32
Ameritas	INV04985	10/18/2024	Retirement 501a	600-07-00-21151	229.16
Ameritas	INV04986	10/18/2024	Retirement 501a	600-07-00-21151	231.46
Ameritas	INV04987	10/18/2024	Retirement 501a	600-07-00-21151	421.64
Ameritas	INV04988	10/18/2024	Retirement 501a	600-07-00-21151	193.72
Ameritas	INV04989	10/18/2024	Retirement 501a	600-07-00-21151	314.04
Ameritas	INV04990	10/18/2024	Retirement 501a	600-07-00-21151	403.06
Ameritas	INV04991	10/18/2024	Retirement 501a	600-07-00-21151	393.16
American National Bank	INV04992	10/18/2024	HSA	600-07-00-21151	200.00
American National Bank	INV04993	10/18/2024	HSA	600-07-00-21151	71.00
American National Bank	INV04994	10/18/2024	HSA	600-07-00-21151	65.00
American National Bank	INV04995	10/18/2024	HSA	600-07-00-21151	200.00
American National Bank	INV04996	10/18/2024	HSA	600-07-00-21151	20.00
Department of the Treasury	INV04997	10/18/2024	Medicare Tax	600-07-00-21151	2,404.62
Department of the Treasury	INV04998	10/18/2024	Social Security Tax	600-07-00-21151	10,281.64
Nebraska Department of Reve	INV04999	10/18/2024	State W/H Tax	600-07-00-21151	3,395.90
Department of the Treasury	INV05000	10/18/2024	Federal W/H	600-07-00-21151	7,014.71
General Fund	INV05012	10/25/2024	sept 2024	600-07-00-52187	45,393.38
Fund 600 - Electric Total:					229,561.39

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Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 610 - Water					
TASC	in03157807	10/25/2024	service	610-07-65-52199	10.04
League of Nebraska Municipal	6774	10/25/2024	membership dues	610-07-65-51302	730.00
TASC	in03196940	10/25/2024	service	610-07-65-52199	31.25
Falls City Journal	INV05008	10/25/2024	ads	610-07-65-52147	79.99
CivicPlus, LLC	0318192	10/25/2024	service	610-07-65-52199	684.00
Falls City Auto Supply	72303	10/25/2024	brg	610-07-65-52099	7.85
TASC	in03238611	10/25/2024	service	610-07-65-52199	15.63
Farm & City Supply	006149	10/25/2024	male adpt 2" fpt	610-07-65-52429	6.44
Edwards Chemicals	cm1565	10/25/2024	refund	610-07-65-52300	-34.00
USA Bluebook	inv00502848	10/25/2024	Rebuild kit for ASCO 3 way val	610-07-65-52096	487.54
Farm & City Supply	006295	10/25/2024	cantilever toolbox 20"l	610-07-65-52429	26.87
Farm & City Supply	006295	10/25/2024	bushing hex 3/4x1/2 blk	610-07-65-52429	3.00
Farm & City Supply	006295	10/25/2024	3/4"mpt x 1/2" hose barb	610-07-65-52429	1.92
Farm & City Supply	006295	10/25/2024	clamp 3/8" - 7/8" marine	610-07-65-52429	1.92
Farm & City Supply	006386	10/25/2024	shelf board wht 10x24"	610-07-65-52429	10.74
Farm & City Supply	006386	10/25/2024	shelf bracket 8x10" wht	610-07-65-52429	7.72
Farm & City Supply	006386	10/25/2024	13" disposable nitrile grn glov	610-07-65-52429	5.37
Farm & City Supply	006386	10/25/2024	13" disposable nitrile grn glov	610-07-65-52429	5.36
Farm & City Supply	006386	10/25/2024	9x15.5 clear shield	610-07-65-52429	7.51
Edwards Chemicals	in168413	10/25/2024	supplies	610-07-65-52300	601.30
McMaster-Carr	34584919	10/25/2024	potentiometer switch 10 turn	610-07-65-52093	51.05
McMaster-Carr	34584919	10/25/2024	potentiometer switch with on	610-07-65-52093	33.98
Farm & City Supply	006670	10/25/2024	ground receptacle 15a wh	610-07-65-52429	1.06
Farm & City Supply	006670	10/25/2024	1g horz dup cvr gry	610-07-65-52429	6.44
Farm & City Supply	006670	10/25/2024	1/2" cord grip conn	610-07-65-52429	10.73
Farm & City Supply	006670	10/25/2024	bushing hex 3/4x1/2 blk	610-07-65-52429	6.00
Farm & City Supply	006670	10/25/2024	wire bulk 12/3 250"Y/jac	610-07-65-52429	32.14
Farm & City Supply	006708	10/25/2024	supplies	610-07-65-52429	7.19
Farm & City Supply	006708	10/25/2024	supplies	610-07-65-52429	10.73
Farm & City Supply	006708	10/25/2024	pipe wrench 8" SG	610-07-65-52429	30.08
Amazon Capital Services	13kd-474n-3ccp	10/25/2024	air filter elemenbt replaceme	610-07-65-52096	18.79
Nebraska Generator Service L	17596	10/25/2024	service	610-07-65-52096	1,238.24
Ditch Witch Financial Services	INV04889	10/14/2024	lease agreement 379-003915	610-07-65-52175	6,926.18
Johansen Drainage & Tile	INV05010	10/25/2024	harlan water main replaceme	610-07-65-53550	40,665.00
General Fund	INV05013	10/25/2024	sept 2024	610-07-65-52187	4,042.00
Fund 610 - Water Total:					55,770.06
Fund: 620 - Gas					
TASC	in03157807	10/25/2024	service	620-07-63-52199	10.04
League of Nebraska Municipal	6774	10/25/2024	membership dues	620-07-63-51302	730.00
TASC	in03196940	10/25/2024	service	620-07-63-52199	31.25
One Call Concepts, Inc	4090134	10/25/2024	locates	620-07-63-52199	59.38
Falls City Journal	INV05008	10/25/2024	ads	620-07-63-52147	79.99
CivicPlus, LLC	0318192	10/25/2024	service	620-07-63-52199	684.00
TASC	in03238611	10/25/2024	service	620-07-63-52199	15.62
Border States	929174660	10/14/2024	Leak Detex WPC-LT-G-6 (Gal) (620-07-63-10500	53.45
Border States	929174660	10/14/2024	1" CTS transition #H1810406-	620-07-63-10500	2,278.35
Industrial Sales Company Inc	1183153-000	10/14/2024	#12 wire CU-clad HF-CCS-PE3	620-07-63-10500	290.86
Ditch Witch Financial Services	INV04889	10/14/2024	lease agreement 379-003915	620-07-63-52175	6,926.18
Industrial Sales Company Inc	1183364-000	10/22/2024	Elbow 1 1/4 90 deg blk (G401	620-07-63-10500	66.21
Industrial Sales Company Inc	1183364-000	10/22/2024	Elbow 1" 90 deg Blk (G4013)	620-07-63-10500	205.08
General Fund	INV05012	10/25/2024	sept 2024	620-07-63-52187	6,291.07
Richardson County Treasurer	INV05015	10/25/2024	gas dept trailer	620-07-63-52014	919.84
Fund 620 - Gas Total:					18,641.32
Fund: 630 - Wastewater					
TASC	in03157807	10/25/2024	service	630-07-64-52199	10.04
League of Nebraska Municipal	6774	10/25/2024	membership dues	630-07-64-51302	730.00
USA Bluebook	inv00445175	10/25/2024	Item (s)#32528 & 32517 Hach	630-07-64-52300	375.43
TASC	in03196940	10/25/2024	service	630-07-64-52199	31.25
Falls City Journal	INV05008	10/25/2024	ads	630-07-64-52147	80.00

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Payment Dates: 10/12/2024 - 10/25/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	005927	10/25/2024	3/4" str lqd-tight conn	630-07-64-52096	4.99
Farm & City Supply	005927	10/25/2024	3/4" locknut 2pk	630-07-64-52096	1.39
Farm & City Supply	005927	10/25/2024	3/4" locknut 2pk	630-07-64-52096	1.39
Farm & City Supply	005927	10/25/2024	cable whip 3/4"6' 8-2	630-07-64-52096	29.99
Farm & City Supply	005927	10/25/2024	nipple black 3/4"xclose	630-07-64-52096	2.39
Farm & City Supply	005927	10/25/2024	wire conn blue winggard	630-07-64-52096	3.20
Farm & City Supply	005927	10/25/2024	box sq 4-11/16" 3/4-1KO	630-07-64-52096	19.98
Farm & City Supply	005927	10/25/2024	cover box 4-11/16"1/2KO	630-07-64-52096	4.78
Farm & City Supply	005927	10/25/2024	couple 3/4" galv stl	630-07-64-52096	4.99
Farm & City Supply	005927	10/25/2024	nipple galv 3/4" x 1.5"	630-07-64-52096	2.99
Farm & City Supply	005927	10/25/2024	3/4" 90D lqd-tight conn	630-07-64-52096	6.59
Farm & City Supply	005966	10/25/2024	term spd 12-10g8-10sd8pk	630-07-64-52096	3.59
Farm & City Supply	005966	10/25/2024	tool-multi crmp cut strp	630-07-64-52096	12.99
CivicPlus, LLC	0318192	10/25/2024	service	630-07-64-52199	684.00
TASC	in03238611	10/25/2024	service	630-07-64-52199	15.62
Midwest Laboratories, Inc	1204083	10/25/2024	supplies	630-07-64-52199	208.83
Farm & City Supply	006365	10/25/2024	rope h brd gld poly 50	630-07-64-52429	11.99
Farm & City Supply	006369	10/25/2024	adapter pvc dwv4"H x mpt	630-07-64-52429	16.99
Farm & City Supply	006523	10/25/2024	cement pvc heavy	630-07-64-52429	18.99
Farm & City Supply	006523	10/25/2024	cleaner all purpose	630-07-64-52429	16.99
Farm & City Supply	006523	10/25/2024	nozzle sweeper brass 6"	630-07-64-52429	9.99
Farm & City Supply	006523	10/25/2024	coupl brs3/4/4mh3/4amp1/2f	630-07-64-52429	8.59
Farm & City Supply	006523	10/25/2024	primer pvc purple	630-07-64-52429	17.99
Farm & City Supply	006532	10/25/2024	nipple galv 3/4"x2.5"	630-07-64-52429	3.59
Farm & City Supply	006532	10/25/2024	pipe 3/4"x10" glv	630-07-64-52429	47.92
Farm & City Supply	006532	10/25/2024	cap mall 3/4" galv	630-07-64-52429	4.99
Farm & City Supply	006532	10/25/2024	nipple galv 3/4"x10"	630-07-64-52429	17.98
Farm & City Supply	006532	10/25/2024	pipe joint compound	630-07-64-52429	14.99
Farm & City Supply	006532	10/25/2024	couple 3/4" galv stl	630-07-64-52429	9.98
Farm & City Supply	006532	10/25/2024	tee 3/4" galvanized	630-07-64-52429	7.59
Farm & City Supply	006532	10/25/2024	tee 3/4" galvanized	630-07-64-52429	7.59
Farm & City Supply	006532	10/25/2024	cap mall 3/4" galv	630-07-64-52429	4.99
Farm & City Supply	006561	10/25/2024	3/4" m/adapter-m thread cou	630-07-64-52096	4.49
Farm & City Supply	006561	10/25/2024	female coupler 3/4" fpt	630-07-64-52096	9.99
Farm & City Supply	006706	10/25/2024	12fp-12fpx adapter	630-07-64-52096	8.99
Farm & City Supply	006706	10/25/2024	1/4x5 ball swivel whip hose	630-07-64-52096	21.99
Farm & City Supply	006706	10/25/2024	pipe galv tbe 3/4"x60"	630-07-64-52096	26.99
Farm & City Supply	006706	10/25/2024	2404-12mj-12mp	630-07-64-52096	7.49
Farm & City Supply	006715	10/25/2024	credit	630-07-64-52096	-3.50
Nebraska Generator Service L	17604	10/25/2024	service	630-07-64-52199	1,359.64
Sojka's Plumbing	2182	10/25/2024	4" solid core pipe	630-07-64-52429	91.25
Brown County Transfer	149394	10/25/2024	service	630-07-64-52085	150.00
Ditch Witch Financial Services	INV04889	10/14/2024	lease agreement 379-003915	630-07-64-52175	6,926.17
RENSENHOUSE ELECTRIC SUP	8385-1047552	10/17/2024	Rockwell Support Agreement	630-07-64-52195	3,597.00
				Fund 630 - Wastewater Total:	14,656.08
				Grand Total:	462,140.71

Report Summary

Fund Summary

Fund	Payment Amount
100 - General	64,040.25
110 - Police	993.16
115 - Animal Control	66.00
150 - Parks	1,112.24
151 - Auditorim	1,990.65
170 - Library	1,970.11
180 - Cemetery	30.98
190 - Streets	19,177.12
195 - Mechanic Shop	439.17
205 - Dispatching	314.91
220 - CDBG - Downtown Revitalization Program	10,101.31
240 - CDBG - Owner-Occupier Rehabilitation Program	43,102.78
280 - Housing Abatement/Demolition Program	173.18
600 - Electric	229,561.39
610 - Water	55,770.06
620 - Gas	18,641.32
630 - Wastewater	14,656.08
Grand Total:	462,140.71

Account Summary

Account Number	Account Name	Payment Amount
100-01-00-21151	Payroll Deductions Paya	53,929.03
100-01-11-51302	Associations Dues	8,231.00
100-01-11-52096	Operation Equipment Re	239.92
100-01-11-52147	Advertising Expense	537.45
100-01-11-52199	Other Contractual Servic	942.91
100-01-11-52372	Office Supplies	159.94
110-02-21-52093	Building/Grounds Maint	6.99
110-02-21-52096	Operational Equipment	239.92
110-02-21-52147	Advertising Expense	31.00
110-02-21-52199	Other Contractual Servic	715.25
115-02-23-52198	Other Professional Servi	66.00
150-05-51-21600	Deposits Payable	100.00
150-05-51-52093	Building/Grounds Maint	458.35
150-05-51-52199	Other Contractual Servic	31.25
150-05-51-52303	Cost of Sale - Concession	0.19
150-05-51-52420	Small Equipment	275.17
150-05-51-52429	Supplies & Materials	247.28
151-05-51-21600	Deposits Payable	450.00
151-05-51-52093	Building/Grounds Maint	1,166.51
151-05-51-52199	Other Contractual Servic	175.61
151-05-51-52372	Office Supplies	135.79
151-05-51-52420	Small Equipment	62.74
170-05-52-51300	Subscriptions & Educatio	45.00
170-05-52-52093	Building/Grounds Maint	829.75
170-05-52-52175	Rent & Leases - Equipme	109.75
170-05-52-52199	Other Contractual Servic	895.68
170-05-52-52429	Supplies & Materials	89.93
180-05-53-52096	Operational Equipment	30.98
190-03-31-52003	Concrete	842.80
190-03-31-52014	Vehicle/Equipment Main	730.00
190-03-31-52197	Engineering Expense	17,392.70
190-03-31-52420	Small Equipment	37.78
190-03-31-52429	Supplies & Materials	173.84
195-03-66-52330	Merchandise for Resale	439.17
205-02-24-52096	Operational Equipment	239.91
205-02-24-52199	Other Contractual Servic	75.00

Account Summary

Account Number	Account Name	Payment Amount
220-06-00-52103	Grant Administration Ex	10,101.31
240-06-00-52103	Grant Administration Ex	7,488.78
240-06-00-52901	Rehabilitation of Private	35,614.00
280-06-23-52199	Other Contractual Servic	173.18
600-07-00-10500	Inventory-Electric Gener	23,026.56
600-07-00-21151	Payroll Deductions Paya	53,352.18
600-07-00-51302	Association Dues	730.00
600-07-00-52147	Advertising Expense	79.99
600-07-00-52187	PILOT Expense	45,393.38
600-07-00-52199	Other Contractual Servic	740.92
600-07-00-52303	Commodity Purchase for	92,365.14
600-07-61-51310	Training, Meetings & Co	246.48
600-07-61-52014	Vehicle/Equipment Main	2,673.21
600-07-61-52015	Vehicle/Equipment Repa	621.70
600-07-61-52093	Building/Grounds Maint	15.52
600-07-61-52099	Other Maintenance & R	56.87
600-07-61-52175	Rent & Leases-Equipme	6,926.18
600-07-61-52372	Office Supplies	129.17
600-07-61-52935	Other Supplies	64.49
600-07-61-53550	Utility Systems & Structu	2,112.19
600-07-62-52093	Building/Grounds Maint	112.23
600-07-62-52420	Small Equipment	663.35
600-07-62-52429	Supplies & Materials	251.83
610-07-65-51302	Association Dues	730.00
610-07-65-52093	Building/Grounds Maint	85.03
610-07-65-52096	Operational Equipment	1,744.57
610-07-65-52099	Other Maintenance & R	7.85
610-07-65-52147	Advertising Expense	79.99
610-07-65-52175	Rents & Leases-Equipme	6,926.18
610-07-65-52187	Excise Tax Expense	4,042.00
610-07-65-52199	Other Contractual Servic	740.92
610-07-65-52300	Chemicals	567.30
610-07-65-52429	Supplies & Materials	181.22
610-07-65-53550	Utility Systems & Structu	40,665.00
620-07-63-10500	Inventory-Gas	2,893.95
620-07-63-51302	Association Dues	730.00
620-07-63-52014	Vehicle/Equipment Main	919.84
620-07-63-52147	Advertising Expense	79.99
620-07-63-52175	Rents & Leases-Equipme	6,926.18
620-07-63-52187	PILOT Expense	6,291.07
620-07-63-52199	Other Contractual Servic	800.29
630-07-64-51302	Association Dues	730.00
630-07-64-52085	Refuse/Recycling	150.00
630-07-64-52096	Operational Equipment	175.70
630-07-64-52147	Advertising Expense	80.00
630-07-64-52175	Rents & Leases-Equipme	6,926.17
630-07-64-52195	Technology Expense	3,597.00
630-07-64-52199	Other Contractual Servic	2,309.38
630-07-64-52300	Chemicals	375.43
630-07-64-52429	Supplies & Materials	312.40
	Grand Total:	462,140.71

Project Account Summary

Project Account Key	Payment Amount
None	366,159.43
20100152103	7,488.78
20100152901	35,614.00
21100153550	2,112.19

Project Account Summary

Project Account Key	Payment Amount
24100352103	10,101.31
24101253550	40,665.00
Grand Total:	<u>462,140.71</u>

ORDINANCE NO. 2024-101

AN ORDINANCE OF THE CITY OF FALLS CITY, NEBRASKA, RELATING TO POLICE REGULATIONS-DOGS AND CATS; AMEND CURRENT DOGS AND CATS SECTIONS 6-101 THROUGH 6-104, 6-107, 6-110 THROUGH 6-114; TO ADD SECTION 6-115 TO PROVIDE RESTRICTIONS ON THE NUMBER OF DOGS AND/OR CATS RESIDING IN A HOME; TO ADD SECTION 6-116 TO PROVIDE RESTRICTIONS ON OWNING DANGEROUS DOGS AFTER OWNING A PREVIOUS DANGEROUS DOG; TO REPEAL CONFLICTING ORDINANCES AND SECTIONS; TO PROVIDE PENALTIES FOR VIOLATIONS OF CITY CODE AND TO PROVIDE AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF FALLS CITY, NEBRASKA:

Section 1. That Chapter 6, Article 1, Section 6-101 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-101. DOGS AND CATS; LICENSE. Any person who shall own, keep, or harbor a dog or cat over the age of five (5) months within the Municipality shall within thirty (30) days after acquisition of said dog or cat, or within thirty (30) days of the dog or cat becoming five (5) months old acquire a license for each such dog or cat by payment of the annual license fee and state tax fee as set by Resolution of this City Council. All licenses shall be renewed annually by payment of the license fee and state tax fee by or before May first (1st) of each year. This section shall not apply to any dog or cat placed in the care and custody of the Humane Society of Richardson County, Inc.

The said license fee and state tax shall be delinquent from and after May thirty-first (31st) and a delinquent fee as set by Resolution of the City Council shall be imposed in addition to the annual license fee and State tax fee. The possessor of any dog or cat brought into or harbored within the corporate limits subsequent to May first (1st) of any year, shall be liable for the payment of the dog or cat annual license fee and state tax levied herein and such amounts shall be delinquent if not paid within thirty (30) days. Licenses shall be issued by the Municipal Police upon the payment of the appropriate license fee and state tax fee subject to the requirements of §6-112 if applicable. Licenses shall not be transferable, and no refund will be allowed in case of death, sale, or other disposition of the licensed dog or cat.

A certificate that the dog or cat has had a rabies shot, effective for the ensuing year of the license, shall be presented when the license is applied for, and no license or tag shall be issued until the certificate is shown. A re-issue fee as set by Resolution of City Council shall be charged for all lost or destroyed licenses.

The owner of a guide dog, hearing aid dog or service dog shall license said guide dog, hearing aid dog or service dog but shall not be required to pay the license fee; provided that upon retirement or discontinuance of the dog as a guide dog, hearing aid dog or service dog, the owner shall be liable for the payment of the license fee. The American Disabilities Act states an owner with a service dog may be asked: (1) if the dog is a service animal because of a disability? and (2) what work or task has the dog been trained to perform? (Ref. 17-526, 54-603, 71-4412 RS Neb.) (Amended: Ord. #2004-100; Ord. #2008-111; Ord. #2015-105; Ord. #2024-101)

Section 2. That Chapter 6, Article 1, Section 6-102 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-102. DOGS AND CATS; LICENSE TAGS. Upon the payment of the license fee, or waiver of same as provided in section 6-101, the Police Department shall issue to the owner of a dog or cat a license certificate and a metallic tag for each dog or cat so licensed. The metallic tags shall be properly attached to the collar or harness of all dogs or cats so licensed and shall entitle the owner to keep or harbor said dog or cat until the thirtieth (30th) day of April following such licensing. In the event that a license tag is lost and upon satisfactory evidence that the original plate or tag was issued in accordance with the provisions herein, the Municipal Police shall issue a duplicate or new tag for the balance of the year for which the license tax has been paid and shall charge and collect a fee of twenty-five cents (25¢) for each duplicate or new tag so issued. All license fees and collections shall be immediately credited to the General Fund. It shall be the duty of the Municipal Police to issue tags of a suitable design that are different in appearance each year. (Amended: Ord. #2024-101)

Section 3. That Chapter 6, Article 1, Section 6-103 of the Municipal Code of the City of Falls City be amended as follows:

§6-103 DOGS AND CATS; OWNER DEFINED. Any person who shall harbor or permit any dog, cat, or other animal to be in or about his or her house, store, or enclosure, or to remain to be fed for ten (10) days or more, shall be deemed the owner and possessor of such animal, and shall be deemed to be liable for all penalties herein prescribed. (Ref. 54-606, 71-4401 RS Neb.) (Amend: Ord. #2024-101)

Section 4. That Chapter 6, Article 1, Section 6-104 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-104 DOGS AND CATS; COLLARS. It shall be the duty of the owner of any dog or cat to securely place a collar around the neck of such animal. Such collar shall bear the metallic tags of registration carrying the name and owner of the animal. (Ref. Neb. Rev. Stat. § 54-605, Amend: Ord. #2024-101)

Section 5. That Chapter 6, Article 1, Section 6-107 of the Municipal Code of the City of

Falls City be amended to read as follows:

§6-107 DOGS AND CATS; IMPOUNDING. It shall be the duty of the Animal Control Officer and the Municipal Police to capture, secure, and remove in a humane manner to the Municipal Animal Shelter any dog or cat violating any provision of this Article.

If any owner or keeper is present, in lieu of impoundment, a citation may be issued to that person and that person may retain possession of the animal.

EXCEPTION: A dog declared dangerous as defined in section 6-110 shall be immediately impounded. Owner of dangerous dog shall meet requirements in section 6-112 before the dog is returned.

The dog or cat so impounded shall be treated in a humane manner and shall be provided with a sufficient supply of food and fresh water each day.

Each impounded dog or cat shall be kept and maintained at the Municipal Animal Shelter for a period of not less than five (5) days unless reclaimed earlier by the owner. Owner of a dangerous dog shall meet requirements in section 6-112 prior to reclamation.

After the impounding of any animal, the Animal Control Officer shall promptly notify the owner or keeper of such animal of its impoundment if the owner or keeper of such animal can be determined and located by reasonable investigation; however, no liability shall be attached to the City of Falls City, the Animal Control Officer, the Municipal Police, or any staff member of the same for failure to give such notice beyond reasonable investigation.

A fee for the care of any animal during the period of impoundment at the Municipal Animal Shelter shall be at the rate established by Resolution of the City Council for each day or portion thereof that such animal is actually impounded; provided, however, that such cost shall be increased by the actual amount of any expense, excluding food and water, incurred either in the impoundment or the care of said animal. The owner or keeper must pay these costs in full to obtain custody of said animal, but the payment is not required, and the same may be waived for animals adopted from the Municipal Animal Shelter. The owner or keeper shall also be required to comply with the licensing and rabies vaccination requirements prior to release of said animal.

If the dog or cat is not claimed at the end of five (5) days, the Municipal Police or Animal Control Officer shall acquire legal title to any unlicensed or unclaimed dog or cat and may dispose of the dog or cat in accordance with applicable rules and regulations pertaining to the same. If in the judgment of the Municipal Police or Animal Control Officer, a suitable home can be found for any such dog or cat within or outside of the Municipality, the said dog or cat shall then be turned over to that person and the new owner shall be required to pay all fees and meet licensing and vaccination requirements provided in this Chapter.

If, in the judgment of the Municipal Police or Animal Control Officer, a suitable home cannot be found, the unclaimed or unwanted dogs and cats shall be destroyed and buried in the summary and humane manner.

Nothing herein shall prevent the Municipality from entering into an agreement with a private veterinarian, clinic, or humane society to provide the facilities or to operate the Municipal Animal Shelter. If such an agreement were entered into, the provisions of this Article should apply to such party as would be in control of the Animal Shelter as it applies to those Municipal employees mentioned herein with respect to the operation of the Animal Shelter. (Amended: Ord. #2004-101; Ord. 2015-105; Ord. #2024-101)

Section 6. That Chapter 6, Article 1, Section 6-110 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-110 DANGEROUS DOGS; DEFINITIONS.

Animal Control Authority shall mean an entity authorized to enforce the animal control laws of the City of Falls City.

Animal Control Officer shall mean any individual employed, appointed, or authorized by an animal control authority for the purpose of aiding in the enforcement of this act or any other law or ordinance relating to the licensing, registration and vaccination of animals, control of animals, or seizure and impoundment of animals and shall include any state or local law enforcement or other employee whose duties in whole or in part include assignments that involve the seizure and impoundment of any animal.

Dangerous Dog shall mean any dog that, according to the records of an animal control authority:

1. has killed a human being;
2. has inflicted injury on a human being that requires medical treatment;
3. has killed a domestic animal without provocation; or
4. has been previously determined to be a potentially dangerous dog by the animal control authority, the owner has received notice from the animal control authority or an animal control officer of such determination, and the dog inflicts an injury on a human being that does not require medical treatment, injures a domestic animal, or threatens the safety of humans or domestic animals.

Exceptions: (1) A dog shall not be defined as a dangerous dog if the injury, damage or threat was sustained by a person who, at the time, was committing a willful trespass, was committing any other tort upon the property of the owner of the dog, was tormenting, abusing, or assaulting the dog, or has, in the past, been observed or reported to have tormented, abused, or assaulted the dog, or who was committing or attempting to commit a crime. (2) A dog shall not be defined as a dangerous dog if the dog is a police animal as defined by state law;

Domestic Animal shall mean a cat, a dog, or livestock; livestock includes buffalo, deer, antelope, fowl, and any other animal in any zoo, wildlife park, refuge, wildlife area, or nature center intended to be on exhibit.

Medical Treatment means treatment administered by a physician or other licensed health care professional that results in sutures or surgery or treatment for one or more broken bones.

Owner means any person, firm, corporation, organization, political subdivision, or department possessing, harboring, keeping, or having control or custody of a dog; and

Potentially dangerous dog means (a) any dog that when unprovoked
(i) inflicts an injury on a human being that does not require medical treatment;
(ii) injures a domestic animal;
(iii) chases or approaches a person upon streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; or (b) any specific dog with a known propensity, tendency, or disposition to attack when unprovoked, to cause injury, or to threaten the safety of humans or domestic animals. (Ref 54-617 RS Neb. Ord. 2007-111) (Ordinance 2017-100; Amend: Ordinance # 2024-101)

Section 7. That Chapter 6, Article 1, Section 6-111 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-111 DANGEROUS DOGS; RESTRAINED. No owner of a dangerous dog shall permit the dog to go beyond the property of the owner unless the dog is muzzled and restrained securely by a chain or leash adequate to control the dog, by a person nineteen (19) years of age or older. (Ref 54-618 RS Neb.) (Ordinance 2017-100; Amend: Ordinance #2024-101)

Section 8. That Chapter 6, Article 1, Section 6-112 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-112 DANGEROUS DOGS; REQUIREMENTS. The owner of a dangerous dog as defined in section 6-110 shall be permitted to keep said dog in the City of Falls City, Nebraska, provided the owner maintains said dog at all times in compliance with the following requirements:

- A. Said dog shall maintain a current license issued by the City of Falls City, Nebraska pursuant to the Municipal Code of The City of Falls City, Nebraska. Proof of licensure will be provided to the Falls City Police Department within five (5) days of impounding.
- B. The owner of said dog shall have and continually maintain at least \$100,000.00 in liability insurance covering any damage or injury done by said dog. Proof of insurance shall be provided to the Falls City Police

Department prior to the dog's release from impound. Premium payment for said liability insurance coverage shall be sufficient to cover a minimum of one (1) year of liability insurance coverage. The policy shall further contain a provision requiring the insurance company to provide written notice to the City Clerk not less than fifteen (15) days prior to any cancellation, termination, or expiration of the Policy;

- C. Said dog shall only be walked or exercised, off the property of owner, muzzled and on a leash adequate to control the dog, by a person nineteen (19) years of age or older;
- D. The owner, shall, at the owners own expense, have the dog spayed or neutered and implanted with a microchip identification number by a licensed veterinarian within thirty days after the dog is declared a dangerous dog; owner shall present written proof to the Falls City Police Department from a licensed veterinarian that sterilization and microchip identification number implantation are completed. The owner shall provide the Falls City Police Department proof of appointment for the sterilization and microchip implantation prior to the dog being released to owner;
- E. Except as provided by Section 6-112 (C) above, said dog shall be kept indoors or in a securely enclosed and locked pen or dog run area made of at least nine (9) gauge chain link fencing or equivalent grade of fencing with no more than one (1) inch spacing. Said pen or dog run shall be locked with key or combination lock whenever such dog is within the structure. Said pen or dog run shall be at least three (3) feet wide and ten (10) feet long. Said pen or dog run shall have sides of at least six (6) feet high and a cover shall be secured over the top. If the pen or dog run has no bottom secured to the sides, the sides shall be embedded in the ground no less than one (1) foot or have a concrete pad for the bottom. The pen or structure shall protect the dog from the elements. The pen or structure shall be at least ten (10) feet from any property line of the owner. All structures erected shall comply with the zoning and building regulations of the City of Falls City. All structures shall be adequately lighted and kept in a clean and sanitary condition.
- F. The owner of a dangerous dog shall post warning signs on the property where the dog is kept that are clearly visible from all areas of public access and that inform persons that a dangerous dog is on the property. Each warning sign shall be no less than ten inches by twelve inches and shall contain the words warning and dangerous dog in high contrast with lettering at least three inches high on a black background. (Ref. 54-619 RS Neb.; Ord #2007-111; Ord #2007-113; Ordinance 2017-100; Ordinance #2024-101)

Section 9. That Chapter 6, Article 1, Section 6-113 of the Municipal Code of the City of

Falls City be amended to read as follows:

§6-113 DANGEROUS DOGS; FAILURE TO COMPLY. Any dangerous dog found within the city limits of the City of Falls City shall be immediately confiscated by an animal control officer if the owner is in violation of this article. The owner shall be responsible for the reasonable costs incurred by the animal control authority for the care of a dangerous dog confiscated by an animal control officer or for the destruction of any dangerous dog if the action by the animal control authority is pursuant to law and if the owner violated this article.

The owner shall comply with all requirements in 6-112 within 30 (thirty) days of the dangerous dog declaration. Failure to comply shall result in confiscation of and humane destruction of said dangerous dog.

Exception: Animal Control Board overturns the dangerous dog declaration. Appeal process is as described in 6-114.

In addition to any other penalty, a court may order the animal control authority to dispose of a dangerous dog in an expeditious and humane manner. (Ref. 54-620 RS Neb.) (Ordinance 2017-100; Amend Ordinance #2024-101)

Section 10. That Chapter 6, Article 1, Section 6-114 of the Municipal Code of the City of Falls City be amended to read as follows:

§6-114 DANGEROUS DOGS; APPEALS.

- A. When an owner of a dog would like a determination regarding the classification of the owner's dog as a dangerous dog as defined in section 6-110; the owner of such dog shall file a written petition with the City Clerk for a hearing concerning such classification within five (5) days of the dangerous dog declaration and impoundment. Such petition shall include the name, residential address, and mailing address, if different, and email of the petitioner. The City Clerk will then issue a notice of hearing date by email and mailing a copy to the petitioner's address no later than ten (10) days prior to the date of the hearing.
- B. The hearing, if any, will be held before the Animal Control Board. The owner of such dog shall bear the burden of proof. Any facts that the petitioner wishes to be considered shall be submitted under oath or affirmation, either in writing or orally at the hearing. The Animal Control Board shall make a final determination whether the dog is a dangerous dog as defined in section 6-110. Such final determination shall then be considered a final order of the City.
- C. Any dog declared dangerous shall be impounded, and if it is determined to be a dangerous dog, said dog will remain impounded for up to 10 days, if owner cannot provide proof of vaccination, or until the owner of said dog has provided written proof to the City Clerk that the owner of said dog is in full compliance with section 6-112. If after 30 days the owner is not in

compliance with section 6-112 the dog will be confiscated, put up for adoption or humanely destroyed.

- D. If the dog is found not to be a dangerous dog the dog shall be released to the owner. Whether said dog is found to be a dangerous dog, the owner of said dog shall be responsible for all applicable fees and costs as set forth in section 6-107. Unless an appeal as set out in subsection A above is filed within five (5) days of the dog being declared dangerous and being impounded the dog shall thereafter be humanely destroyed. (Ordinance 2017-100; Amended: Ordinance #2024-101)

Section 11. That Chapter 6, Article 1, Section 6-115 of the Municipal Code of the City of Falls City be added as follows:

§6-115 DOGS AND CATS: NUMBER RESTRICTED.

- A. It shall be unlawful to own, keep or harbor at any time more than five (5) dogs, cats or any combination of such animals at any residence, dwelling or premises.
- B. Offspring of any dog or cat shall not count toward the maximum allowed for a period of five (5) months after birth of said offspring. After five (5) months, the offspring will count toward number restricted. The intention of this section is to limit the number of dogs, cats, or any combinations to five (5) per residence.
- C. Any person who owns, harbors, or maintains more than five (5) dogs, cats, or any combination of such shall be grandfathered and may retain the animals in excess of the limit set forth in subsections A and B if the person had said additional dogs or cats licensed in the City of Falls City prior to October 31, 2024.
- D. Any person grandfathered under subsection C shall cease to be grandfathered for the additional dog or cat once that dog or cat is no longer owned, kept, harbored, or maintained at said residence, dwelling, or premises, said dog or cat dies, or said additional dog or cat is not licensed in accordance with the provisions set forth in this chapter. Any person grandfathered under subsection C shall not increase the number of dogs or cats at grandfathered residence, dwelling or premises, except for the offspring of any dog or cats so grandfathered at said residence, dwelling, or premises shall not count toward the maximum number of dogs or cats for a period of five (5) months after the birth of said offspring.
- E. Any person desiring to keep or harbor more than five (5) dogs, cats or any combination of such animals at their residence, dwelling or premises may apply for a permit for each additional the dog or cat they wish to keep or harbor at their residence, dwelling or premises. Said permit fee shall be established by resolution adopted by the city council and shall be valid from May 1 to April 31 of the year the permit is issued. Prior to a permit being issued the chief of police, animal control officer,

or their designee shall inspect the premises to ensure that the premises is a clean and healthy environment, capable of supporting the additional dogs or cats, and all other applicable ordinances and regulations are satisfied. Said permit shall not be available to premises with a potentially dangerous or dangerous animal and shall not be transferable. Said permit may be revoked if the owner fails to conform with the provisions of this chapter. In addition to said permit any person desiring to keep or harbor more than five (5) dogs, cats or any combination of such animals must license said animals in accordance with the provisions set forth in this chapter.
(Ordinance #2024-101)

Section 12. That Chapter 6, Article 1, Section 6-116 of the Municipal Code of the City of Falls City be added as follows:

§6-116 DANGEROUS DOGS; VIOLATION; EFFECT. Any owner of a dog declared dangerous shall not own a dangerous dog within ten years after such declaration. Violations of this dangerous dog section shall result in immediate confiscation of the animal; animal shall be quarantined for ten (10) days and thereafter the dog shall be destroyed in an expeditious and humane manner. Costs related to quarantine and destruction shall be paid by the owner. (Ref. Neb. Rev. Stat. §54-623; Ordinance #2024-101)

Section 13. That the current Sections 6-101 through 6-104, 6-107, and 6-110 through 6-114 of the Falls city Municipal Code and all other ordinances passed and approved prior to the passage, approval and publication or posting of this ordinance and in conflict with its provisions are hereby repealed.

Section 14. That persons violating the provisions of this ordinance shall be subject to Penalties as set out in Section 6-501.

Section 15. That this ordinance shall take effect and be in full force from and after its passage, approval, and publication or posting as required by law.

Passed and approved this _____ day of _____, 2024.

Mayor of the City of Falls City, Nebraska

ATTESTED:

City Clerk

**Construction Management Agreement
Falls City Downtown Revitalization | 23DTR006**

THIS AGREEMENT made and entered into by and between the **City of Falls City, Nebraska** (hereinafter referred to as the City) and **Southeast Nebraska Development District**, (hereinafter referred to as the Consultant).

WITNESSES THAT:

WHEREAS, the City, 2307 Barada Street, Falls City, NE 68355, and the Consultant, 7407 O St., Lincoln, NE 68510, are desirous of entering into a contract to formalize their relationship, and

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended through 1981 and 24 CFR 570, the State of Nebraska Department of Economic Development (the Department) is authorized by the federal Department of Housing and Urban Development (HUD) to provide Community Development Block Grant Program funds (hereinafter referred to as CDBG funds) to units of local government selected to undertake and carry out certain programs and projects under the Nebraska State Community Development Block Grant Program in compliance with all applicable local, state and federal laws, regulations and policies, and

WHEREAS, the City, as part of its 2023 CDBG grant agreement with the Department, under contract number 23DTR006, has been awarded CDBG funds for the purposes set forth herein, and

WHEREAS, the Scope of Work included in this contract is authorized as part of the City's approved CDBG program, and

WHEREAS, it would be beneficial to the City to utilize the Consultant as an independent entity to accomplish the Scope of Work set forth herein and such endeavor would tend to best accomplish the objectives of the local CDBG program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and provisions contained herein and the mutual benefits to be derived therefrom, the parties hereto agree as follows:

1. Services to be Provided by the Parties

- a. The Consultant shall complete, in a satisfactory and proper manner as determined by the City, the work activities described in the Scope of Work (**Attachment "A"**).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 Compensation below.

2. Time of Performance

The start of the contract shall be **April 29, 2024**. The termination date of the contract shall coincide with the agreement performance end date between the City and NDED as either stated in the original "Subrecipient Agreement" or as later amended by an approved extension. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

3. Compensation

The City shall reimburse the Consultant for all allowable expenses agreed upon by the parties to complete the Scope of Work. Use of cost-plus or percentage of cost basis is not allowable. In no event shall the total amount reimbursed by the City exceed the sum of **\$10,000.00** (Ten Thousand Dollars). Reimbursement under this contract shall be based on billings that are supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this agreement.

It is also understood that this contract is funded in whole or in part with funds through the State of Nebraska Community Development Block Grant Program as administered by the Department and is subject to those regulations and restrictions normally associated with federally funded programs.

4. Record Maintenance, Record Retention, and Access to Records

The Consultant agrees to maintain such records and follow such procedures as may be required under 2 CFR §200.300–345 and any such procedures that the City or the Department may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of ten years after the final audit of the City's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period for record retention.

The City, the Department, and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records and books of the Consultant involving transactions to this local program and contract.

5. Relationship

The relationship of the Consultant to the City shall be that of an independent Consultant rendering professional services. The Consultant shall have no authority

to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.

6. Suspension, Termination and Close Out

If the Consultant fails to comply with the terms and conditions of this contract the City may pursue such remedies as are legally available including, but not limited to the suspension or termination of this contract in the manner specified herein:

- a. Suspension:** If the Consultant fails to comply with the terms and conditions of this contract, or whenever the Consultant is unable to substantiate full compliance with the provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than 7 days following written notification to the Consultant or its authorized representative. The suspension will remain in full force and effect until the Consultant has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Consultant or its authorized representatives during the period of suspension will be allowable under the contract except:

 - i. Reasonable, proper and otherwise allowable costs which the Consultant could not avoid during the period of suspension.
 - ii. If upon investigation, the Consultant is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed.
 - iii. In the event all or any portion of the work prepared or partially prepared by the Consultant be suspended, abandoned, or otherwise terminated the City shall pay the Consultant for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.
- b. Termination for Cause:** The City may terminate its contract with the Consultant if the Consultant fails to comply with the terms and conditions of this contract and any of the following conditions exist.

 - i. The lack of compliance with the provisions of this contract are of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
 - ii. The Consultant has failed to take satisfactory action as directed by the City or its authorized representative within the time specified by same;

- iii. The Consultant has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then, the City may terminate this contract in whole or in part, and thereupon shall notify the Consultant of the termination, the reasons therefore, and the effective date provided such effective date shall not be prior to notification of the Consultant. After this effective date, no charges incurred under any terminated portions are allowable.
- c. **Termination for Other Grounds:** This contract may also be terminated in whole or in part:
- i. By the City, with the consent of the Consultant, or by the Consultant with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination including effective date and in case of termination in part, that portion to be terminated.
 - ii. If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services.
 - iii. In the event the City fails to pay the Consultant promptly or within 60 days after invoices are rendered, the City agrees that the Consultant shall have the right to consider said default a breach of this agreement and the duties of the Consultant under this agreement terminated. In such an event, the City shall then promptly pay the Consultant for all services performed and all allowable expenses incurred.
 - iv. The City may terminate this contract at any time giving at least 10-days' notice in writing to the Consultant. If the contract is terminated for convenience of the City as provided herein, the Consultant will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications

The City may, from time to time, require changes or modifications in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation therefore, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this contract.

8. Personnel

The Consultant represents that he/she has, or will secure at his/her own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees or have any contractual relationship to the City.

All services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this contract.

9. Assignability

The Consultant shall not assign any interest on this contract and shall not transfer any interest on this contract (whether by assignment or notation), without prior written consent of the City thereto: Provided, however, that claims for money by the Consultant from the City under this contract may be assigned to a bank, trust company, or other financial institutions without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

10. Reports and Information

The Consultant, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential

All of the reports, information, data, etc., prepared or assembled by the Consultant under this contract are confidential and the Consultant agrees that they shall not be made available to any individual or organization without prior written approval of the City.

12. Copyright

No reports, maps, or other documents produced in whole or in part under this contract shall be subject of an application for copyright by or on behalf of the Consultant.

13. Compliance With Local Laws

The Consultant shall comply with all applicable laws, ordinances and codes of the state and local governments and the Consultant shall save the City harmless with

respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied benefits of or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Build America, Buy America Act (BABA).

The City must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the City's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

The City shall include this BABA clause in any procurement bid/contract documents to ensure BABA compliance by subgrantees, developers and/or contractors.

17. Section 3 Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment arising in connection with Section 3 projects are provided to Section 3 workers (as defined in 24 CFR Part 75) within the metropolitan area (or nonmetropolitan county) in which the project is located and contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing in the metropolitan area (or nonmetropolitan county) in which the project is located.
- b. The parties to this contract will comply with the provisions of said Section 3. The parties to this contract certify and agree that they

are under no contractual or other disability which would prevent them from complying with these provisions.

- c. The Consultant will send to each labor organization or representative or workers with which he/she has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or receipt of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

18. Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101 et. seq.)

No person will be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

19. Section 504 of the Rehabilitation Act of 1973, As Amended (29 U.S.C. 794)

No otherwise qualified individual will, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal assistance funds.

20. Executive Order 11246, As Amended

This Order applies to all federally assisted construction contracts/subcontracts (that exceed \$10,000) and non-construction/service contracts and subcontracts (that exceed \$50,000). The Subrecipient and subcontractors, if any, will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee and subcontractors, if any, will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

21. Conflict of Interest 2 CFR §200.318

No officer, employee or agent of the Grantee who will participate in the selection, the award, or the administration of this grant may obtain a personal or financial interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. It is further required that this stipulation be included in all subcontracts to this contract. Upon written request, exceptions may be granted upon a case-by-case basis when it is determined that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project. These exceptions are granted by the Department.

22. Audits and Inspections

The City, the Department, the State Auditor and HUD or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and undertaken as part of the CDBG project and this contract, by whatever legal and reasonable means are deemed expedient by the City, DED, the State Auditor and HUD

23. Hold Harmless

The Consultant agrees to indemnify and hold harmless the City, its appointed and elected officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected or appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement. The Consultant shall not be liable for property and bodily injury as may result from the negligence of any construction contractor or construction subcontractor.

24. Governing Law

This Agreement will be governed by the laws of the State of Nebraska, without regard to that body of law controlling conflicts of law. Any legal proceeding arising

out of, or relating to this Agreement, shall be instituted in any court of general jurisdiction in the State of Nebraska.

This agreement contains all terms and conditions agreed to by the City and the Consultant. The attachments to this agreement are identified as follows:

ATTACHMENT "A"

SCOPE OF WORK and FEES for FALLS CITY, NEBRASKA for CONSTRUCTION MANAGMENT consisting of 1 pages.

IN WITNESS WHEREOF, the City and the Consultant have executed this contract agreement as of the date and year last written below.

CITY (City of Falls City)

By: _____

Printed Name: Mark Harkendorff

Title: Mayor

Address: 2307 Barada Street, Falls City, NE 68355

Date: _____

CONSULTANT (Southeast Nebraska Development District)

By: _____

Printed Name: Tom Bliss

Title: SENDD Executive Director

Address: 7407 O St, Lincoln, NE 68510

Date: _____

APPROVED as to legal form:

City Attorney

By: _____

Printed Name:

Title: City Attorney

Address:

Date: _____

Attachment A - SENDD Scope of Work and Payment Schedule

The consultant shall complete, in a professional timely manner, the following services relative to the Applicant's Community Development Block Grant project. Such actions shall be performed in a manner prescribed by the Nebraska Department of Economic Development.

Construction Management**1. Construction & Labor Standards**

- 1.1. Ensuring Labor Standards Compliance including review of
 - 1.1.1. weekly payrolls,
 - 1.1.2. wage rates,
 - 1.1.3. requests for bidders,
 - 1.1.4. wage restitution, if necessary and
 - 1.1.5. employee interviews
- 1.2. Conducting employee interviews
- 1.3. Assistance in the Procurement Process (if applicable) related to the review of
 - 1.3.1. Bid Packages
 - 1.3.1.1. Ensuring labor standard language is included in bid package document
 - 1.3.2. Quotes from contractors and vendors
- 1.4. Recommendation of successful proposals or bids



October 2024 | 3rd Quarter 2024 | July, August & September

Our mission is to encourage economic growth and improve the business conditions of the greater Falls City area. Our goal is to develop a prosperous business community and growing job market—the foundations of a healthy economy.

Projects & Announcements

- Submitted proposal for Project Circle, a biomanufacturing facility using Dextrose (sugar from corn) as their raw material: \$126M investment to create 62 FTEs by 2029 with average annual salary of \$67k and 12 positions paying at least \$112k/year.
- Asset Modernization Grant: 5% rebate (up to \$25,000) for local businesses upgrading company assets. Minimum investment with 5 or less FTEs is \$20,000 and \$50,000 with 6 or more FTEs. Must be a member of the Chamber or EDGE and applications can be found on EDGE website under Location Advantages > Incentives.
- Discussions continue for usage of the state's \$15,000,000 grant for electrical improvements in Falls City.
- Vantec ceased operations on August 22nd. Working to discuss options for building.

Financials

- The EDGE financials are included for review.

Marketing & Sales

- Champions Crossing website has been created and lists available lots with price, electric infrastructure is scheduled for installation around Morehead Court, and a parcel has been bought back from an owner who no longer intended to build.
- Attended the Governor's Economic Development Summit in Kearney and special Nebraska BioEconomy kickoff event in early August.
- Working closely with Governor Pillen's consultant, Julie Bushell of Global Sustainability Developers, to identify bio-development projects for Richardson Co.
- Attended the Bio Innovations Midwest conference in Omaha at the end of September and hosted over 20 meetings with developers in the bioeconomy market.
- Launched nationwide Google Ads and LinkedIn marketing campaigns to bring awareness to development options in Richardson County.
- Received Ecostrat's 74-page BDO Zone report on corn stover to attract development projects in the biofuel and sustainable aviation fuel (SAF) markets. This report was funded through a \$70,000 Rural Business Development Grant from the USDA.

Product Development & Public Policy

- Building 4-bedroom, 2-bathroom, 2-car garage house at 1612 Fulton through the Rural Workforce Housing Fund program. Expected sell price is around \$330,000.
- In discussions with the Center for Rural Affairs for a Community Solar program through their \$62m Solar for All federal grant.
- Working with National Renewable Energy Laboratory (NREL) technical assistants to create a cost/benefit analysis for community energy needs. This process is paid for through a Dept of Energy grant and designed to position Falls City with the necessary documentation to implement future solutions.
- Industrial Park lots available to entrepreneurs, business owners, and development projects. Lots may be viewed on the EDGE website under Site Selectors tab.
- Community Kids Center is now operated by CMC at 18th and Fulton.

Investor and Community Relations

- Submitted Economic Development Certified Community application to state DED office. Falls City was previously approved in 2009, 2014, and 2019.
- Conducted 15 Business Retention and Expansion meetings with local businesses designed to understand their needs and grow the relationship.
- Attended legislative forum for local childcare needs with district one candidates. Another legislative forum was held on October 15th at Peru State College.
- Met with UNL President, Dr. Gold, for a university update in late July.
- Attended the NE Chamber's Economic Development Summit in early September.

Southeast Nebraska Land Bank *(director of organization, unaffiliated with EDGE)*

- Website is live. Inventory: 1604 Morton, 1704 Morton, and 820 McLean.
- Those unable to meet code requirement for their dilapidated properties are encouraged to reach out for assistance options.

EDGE would like to extend special thanks to the Mayor, City Council, and County Commissioners for their continued support both financially and in time given through Board/Committee representation. EDGE will continue to utilize funds to encourage economic growth and improve the business conditions of the greater Falls City area.

Respectfully Submitted,



Lucas Froeschl