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

ROUTINE BUSINESS

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

1. Minutes Approval for November 4, 2024
2. Agenda Approval
3. Claims Approval for October 26, 2024 through November 8, 2024
4. Treasurers Report
5. 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 – Final reading of Ordinance 2024-101 to amend police regulations for dogs and cats
 2. Discussion and Action – Review of the Employee Cell Phone Policy
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REGULAR BUSINESS

1. Discussion and Action – Review award of the 2024 SCADA Water Systems Upgrade Project to HOA Solutions totaling \$136,637.00 as recommended by the Board of Public Works | Public Works Director – Trevor Campbell
2. Discussion and Action – Review of the 2024 Snow & Ice Control Plan as recommended by the Board of Public Works | Public Works Director – Trevor Campbell
3. Discussion and Action – Review of the Aquatics Center Staff Manual and Emergency Action Plan as recommended by the Park Commissioners | Parks & Recreation Director – Briar Burr
4. Discussion and Action – Review of the Operations and Use Plan for Prichard Auditorium as recommended by the Park Commissioners | Parks & Recreation Director – Briar Burr



CITY COUNCIL REGULAR MEETING
MONDAY – NOVEMBER 18TH, 2024, 6:00 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355

5. Discussion and Action – Authorization to execute all grant documents including the General Administration Agreement and Construction Management Agreement with Southeast Nebraska Development District for the Public Works Infrastructure Grant No. 24PWI006 (FC Project No. 24-1016)

ADJOURNMENT

Anthony Nussbaum, City Clerk

November 4, 2024

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 4th day of November 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, Fouraker, Leyden, Ractliffe, Rhodd, Wisdom. Absent: Holle. 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 Leyden and seconded by Council person Ractliffe 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 21, 2024, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Council that the agenda for November 4, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Council that the October 12, 2024, through October 25, 2024, Claims are hereby approved. 4. *BE IT FURTHER RESOLVED BY* the Council that the Consent Agenda for November 4, 2024, is hereby approved. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Leyden, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Holle. Motion carried.

SECOND READING OF ORDINANCE 2024-101 TO AMEND POLICE REGULATIONS FOR DOGS AND CATS

A motion was made by Council person Ractliffe and seconded by Council person Fouraker to amend the ordinance as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Leyden, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Holle. Motion carried. Clerk Nussbaum performed the 2nd reading of the ordinance. A motion was made by Council person Ferguson and seconded by Council person Ractliffe to accept the 2nd reading. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Leyden, Ractliffe, Rhodd, Wisdom. "NAY" None. "ABSENT" Holle. Motion carried.

AUTHORIZATION TO EXECUTE A CONSTRUCTION MANAGEMENT AGREEMENT WITH SOUTHEAST NEBRASKA DEVELOPMENT DISTRICT (SEND) FOR THE 2023 DOWNTOWN REVITALIZATION GRANT (23DTR006) (FC PROJECT 24-1003)

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

REVIEW OF THE EDGE 3RD QUARTER 2024 REPORT|EDGE, INC.

Lucas Froeschl, Edge Director, presented the Edge 3rd Quarter Report and a discussion was held. No action was taken.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:29 pm

I, the undersigned, City Clerk for the City of Falls City, Nebraska, hereby certify that the foregoing is a true and correct copy of proceedings had and done by Mayor Harkendorff and Council on November 4, 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



City of Falls City, NE

Expense Approval Report

By Fund

Payment Dates 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General					
Principal Life Insurance Comp	INV04731	10/04/2024	Dental Ins	100-01-00-21151	597.04
Principal Life Insurance Comp	INV04740	10/04/2024	Vison Ins	100-01-00-21151	141.00
Quill Corportation	40955148	11/08/2024	binder clips	100-01-11-52372	35.85
Miller Farrell Insurance Agenc	012015	11/08/2024	insurance 2025	100-01-11-52160	125.00
Quill Corportation	40999962	11/08/2024	supplies	100-01-11-52372	23.29
Quill Corportation	41003619	11/08/2024	label tape	100-01-11-52372	44.99
Pro Serv	276690	11/08/2024	printer expense	100-01-11-52118	273.50
Utility Department	INV05143	11/08/2024	city hall lease	100-01-11-52018	33.00
Utility Department	INV05143	11/08/2024	city hall lease	100-01-11-52019	39.90
Utility Department	INV05144	11/08/2024	city office	100-01-11-52018	79.52
Utility Department	INV05144	11/08/2024	city office	100-01-11-52019	93.96
Utility Department	INV05144	11/08/2024	city office	100-01-11-52020	926.28
Utility Department	INV05145	11/08/2024	cemetery	100-01-11-52020	137.07
League Association of Risk Ma	111694	11/08/2024	insurance 2025	100-01-11-52160	-1,669.89
Amazon Capital Services	14CL-CF3V-MHVT	11/08/2024	expansion folders	100-01-11-52372	53.60
Sandra Ferris	inv05131	11/08/2024	travel	100-01-11-51310	163.48
Principal Life Insurance Comp	INV04898	10/18/2024	Dental Ins	100-01-00-21151	597.04
Principal Life Insurance Comp	INV04907	10/18/2024	Vison Ins	100-01-00-21151	141.00
OneNeck It Solutions	pji00080135	11/08/2024	microsoft 365	100-01-11-52195	81.00
AMERITAS BILLING	INV05018	11/01/2024	457 Pre Tax Percentage	100-01-00-21151	183.45
CWA Dues	INV05022	11/01/2024	CWA Union Dues	100-01-00-21151	77.72
Medica Insurance	INV05024	11/01/2024	Group Health	100-01-00-21151	18,576.22
IBEW Local Union #1536	INV05025	11/01/2024	IBEW Union Dues	100-01-00-21151	134.66
International Union of Operati	INV05026	11/01/2024	IUOE Union Dues	100-01-00-21151	149.70
Dearborn Life Insurance Com	INV05027	11/01/2024	Life Insurance	100-01-00-21151	267.54
Nebraska Child Support Paym	INV05028	11/01/2024	Child Support	100-01-00-21151	259.39
Nebraska Child Support Paym	INV05029	11/01/2024	Nebraska Child Support 2	100-01-00-21151	193.85
Nebraska Child Support Paym	INV05030	11/01/2024	Child Support	100-01-00-21151	204.01
Nebraska Dept of Revenue	INV05031	11/01/2024	Garnishment	100-01-00-21151	250.00
Ameritas	INV05033	11/01/2024	Pension 457 Pre-Tax	100-01-00-21151	30.00
Ameritas	INV05034	11/01/2024	Retirement 501a	100-01-00-21151	363.68
Ameritas	INV05035	11/01/2024	Retirement 501a	100-01-00-21151	325.06
Ameritas	INV05036	11/01/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV05037	11/01/2024	Retirement 501a	100-01-00-21151	264.46
Ameritas	INV05038	11/01/2024	Retirement 501a	100-01-00-21151	214.18
Ameritas	INV05039	11/01/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV05040	11/01/2024	Retirement 501a	100-01-00-21151	366.90
Ameritas	INV05041	11/01/2024	Retirement 501a	100-01-00-21151	238.94
Ameritas	INV05042	11/01/2024	Retirement 501a	100-01-00-21151	288.96
Ameritas	INV05043	11/01/2024	Retirement 501a	100-01-00-21151	217.44
Ameritas	INV05044	11/01/2024	Retirement 501a	100-01-00-21151	252.00
Ameritas	INV05045	11/01/2024	Retirement 501a	100-01-00-21151	270.98
Ameritas	INV05046	11/01/2024	Retirement 501a	100-01-00-21151	335.16
Ameritas	INV05047	11/01/2024	Retirement 501a	100-01-00-21151	314.20
Ameritas	INV05048	11/01/2024	Retirement 501a	100-01-00-21151	285.06
Ameritas	INV05049	11/01/2024	Retirement 501a	100-01-00-21151	214.58
Ameritas	INV05050	11/01/2024	Retirement 501a	100-01-00-21151	290.98
Ameritas	INV05051	11/01/2024	Retirement 501a	100-01-00-21151	205.58
Ameritas	INV05052	11/01/2024	Retirement 501a	100-01-00-21151	187.16
Ameritas	INV05053	11/01/2024	Retirement 501a	100-01-00-21151	349.52
Ameritas	INV05054	11/01/2024	Retirement 501a	100-01-00-21151	354.96
Ameritas	INV05055	11/01/2024	Retirement 501a	100-01-00-21151	341.72
Ameritas	INV05056	11/01/2024	Retirement 501a	100-01-00-21151	182.84

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ameritas	INV05057	11/01/2024	Retirement 501a	100-01-00-21151	293.98
Ameritas	INV05058	11/01/2024	Retirement 501a	100-01-00-21151	226.56
Ameritas	INV05059	11/01/2024	Retirement 501a	100-01-00-21151	169.54
Ameritas	INV05060	11/01/2024	Retirement 501a	100-01-00-21151	296.30
Ameritas	INV05061	11/01/2024	Retirement 501a	100-01-00-21151	169.24
Ameritas	INV05062	11/01/2024	Retirement 501a	100-01-00-21151	264.12
American National Bank	INV05063	11/01/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05064	11/01/2024	HSA	100-01-00-21151	30.00
American National Bank	INV05065	11/01/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05066	11/01/2024	HSA	100-01-00-21151	50.00
American National Bank	INV05067	11/01/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05068	11/01/2024	HSA	100-01-00-21151	20.00
Ameritas	INV05069	11/01/2024	Retirement 501a	100-01-00-21151	380.30
Ameritas	INV05070	11/01/2024	Retirement 501a	100-01-00-21151	400.90
Ameritas	INV05071	11/01/2024	Retirement 501a	100-01-00-21151	372.86
Ameritas	INV05072	11/01/2024	Retirement 501a	100-01-00-21151	329.12
Ameritas	INV05073	11/01/2024	Retirement 501a	100-01-00-21151	363.98
Nebraska Department of Reve	INV05074	11/01/2024	State W/H Tax	100-01-00-21151	3,410.58
Department of the Treasury	INV05075	11/01/2024	Federal W/H	100-01-00-21151	7,015.31
Department of the Treasury	INV05076	11/01/2024	Medicare Tax	100-01-00-21151	2,510.48
Department of the Treasury	INV05077	11/01/2024	Social Security Tax	100-01-00-21151	10,734.02
Southeast Nebraska Communi	INV05129	11/08/2024	admin	100-01-11-52011	601.38
General Petty Cash	INV05203	11/08/2024	travel	100-01-11-51310	7.00
Falls City Economic and Devel	INV05206	11/01/2024	CY 2024 Monthly Contributio	100-06-11-52172	10,613.00
Falls City Main Street, Inc.	INV05207	11/01/2024	Monthly Contribution (MOU 7	100-06-11-52172	2,500.00
Fund 100 - General Total:					69,624.52
Fund: 110 - Police					
Amazon Capital Services	1kdq-91ry-ndlm	11/08/2024	usb-c car charger	110-02-21-52015	38.99
Amazon Capital Services	1knj-xlty-n71d	11/08/2024	adapter	110-02-21-52015	8.99
Amazon Capital Services	1knj-xlty-n71d	11/08/2024	outdoor wall mount waterpro	110-02-21-52015	34.47
Pro Serv	276690	11/08/2024	printer expense	110-02-21-52118	273.50
Harmon's OK Tire	60777	11/08/2024	tire repair	110-02-21-52015	25.00
Das State Accounting - Center	1452943	11/08/2024	service	110-02-21-52199	537.60
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	110-02-21-52195	112.50
Southeast Nebraska Communi	INV05129	11/08/2024	police	110-02-21-52011	972.87
Fund 110 - Police Total:					2,003.92
Fund: 115 - Animal Control					
Omaha Public Power District	INV05168	11/08/2024	service	115-02-23-52020	40.70
Utility Department	INV05140	11/08/2024	animal control	115-02-23-52019	15.90
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	115-02-23-52195	12.50
Fund 115 - Animal Control Total:					69.10
Fund: 120 - Fire					
Ferguson US Holdings Inc	0271120	11/08/2024	53 hyd mrkr w/ silv rfict	120-02-22-52420	169.40
Interstate All Battery Center	52653	11/08/2024	supplies	120-02-22-52099	147.90
Utility Department	INV05132	11/08/2024	fire station	120-02-22-52019	55.57
Utility Department	INV05132	11/08/2024	fire station	120-02-22-52020	40.56
Utility Department	INV05133	11/08/2024	fire station	120-02-22-52018	46.75
Utility Department	INV05133	11/08/2024	fire station	120-02-22-52020	170.04
Utility Department	INV05134	11/08/2024	fire station	120-02-22-52019	4,071.78
Utility Department	INV05135	11/08/2024	ambulance bldg	120-02-22-52018	33.00
Utility Department	INV05135	11/08/2024	ambulance bldg	120-02-22-52020	69.94
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	120-02-22-52195	12.50
Kawres	22063	11/08/2024	toner	120-02-22-52372	95.00
Wolfes Printing	3066	11/08/2024	legal pads	120-02-22-52372	14.25
Wolfes Printing	3066	11/08/2024	paper clips	120-02-22-52372	3.97
Wolfes Printing	3066	11/08/2024	post it notes	120-02-22-52372	6.00
Wolfes Printing	3066	11/08/2024	note pads	120-02-22-52372	9.75
Wolfes Printing	3066	11/08/2024	folders	120-02-22-52372	19.99

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Southeast Nebraska Communi	INV05129	11/08/2024	fire	120-02-22-52011	127.52
Fund 120 - Fire Total:					5,093.92
Fund: 130 - Building Inspections & Code Enforcement					
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	130-02-23-52195	12.50
Fund 130 - Building Inspections & Code Enforcement Total:					12.50
Fund: 150 - Parks					
NEXT GENERATION RECREATI	1809	10/25/2024	2 3/8" galv swing hanger #SH	150-05-51-52093	681.00
Falls City Mercantile	230085	11/08/2024	cleaning supplies	150-05-51-52429	16.90
Farm & City Supply	006903	11/08/2024	ace stain brush glat 4"	150-05-51-52429	29.97
Farm & City Supply	006903	11/08/2024	thompson wtrsl voc 1.2g	150-05-51-52429	41.98
159 Lumber & Rentals	001097	11/08/2024	insulation	150-05-51-52429	28.26
Farm & City Supply	006987	11/08/2024	kickdown door hold 4" sn	150-05-51-52093	23.97
Farm & City Supply	006987	11/08/2024	3oz tub cut oil	150-05-51-52093	6.99
Farm & City Supply	006987	11/08/2024	cobalt drill bit 1/8"	150-05-51-52093	22.77
Farm & City Supply	007039	11/08/2024	pulse sprnkler 5800 sqft	150-05-51-52429	12.99
Utility Department	INV05146	11/08/2024	legion park	150-05-51-52020	68.45
Utility Department	INV05148	11/08/2024	morehead field	150-05-51-52019	635.17
Utility Department	INV05149	11/08/2024	granview park	150-05-51-52019	49.62
Utility Department	INV05149	11/08/2024	granview park	150-05-51-52020	79.78
Utility Department	INV05150	11/08/2024	hartman	150-05-51-52020	44.92
Utility Department	INV05151	11/08/2024	f&m bank field	150-05-51-52020	40.56
Utility Department	INV05152	11/08/2024	snc field	150-05-51-52020	40.56
Utility Department	INV05153	11/08/2024	4-h barn	150-05-51-52020	40.69
Utility Department	INV05154	11/08/2024	riding club	150-05-51-52019	39.70
Utility Department	INV05154	11/08/2024	riding club	150-05-51-52020	55.50
Utility Department	INV05155	11/08/2024	parks shop	150-05-51-52019	39.90
Utility Department	INV05155	11/08/2024	parks shop	150-05-51-52020	86.37
Utility Department	INV05156	11/08/2024	camper	150-05-51-52019	283.17
Utility Department	INV05156	11/08/2024	camper	150-05-51-52020	137.80
Utility Department	INV05157	11/08/2024	lake vball	150-05-51-52020	62.47
Utility Department	INV05158	11/08/2024	lake cabin	150-05-51-52020	53.63
Utility Department	INV05159	11/08/2024	south camper	150-05-51-52020	156.47
Utility Department	INV05160	11/08/2024	north camper	150-05-51-52020	108.04
Utility Department	INV05161	11/08/2024	aquatic center	150-05-51-52018	33.00
Utility Department	INV05161	11/08/2024	aquatic center	150-05-51-52019	735.64
Utility Department	INV05161	11/08/2024	aquatic center	150-05-51-52020	202.41
Utility Department	INV05162	11/08/2024	dallas jones tennis court	150-05-51-52020	48.65
Utility Department	INV05163	11/08/2024	old snack shack	150-05-51-52020	70.94
Utility Department	INV05164	11/08/2024	dallas jones irr	150-05-51-52019	3,494.40
Utility Department	INV05164	11/08/2024	dallas jones irr	150-05-51-52020	42.55
Utility Department	INV05165	11/08/2024	new snack shack	150-05-51-52019	362.26
Utility Department	INV05165	11/08/2024	new snack shack	150-05-51-52020	121.74
Utility Department	INV05166	11/08/2024	snackshack irr	150-05-51-52019	71.41
Farm & City Supply	007105	11/08/2024	twstd nylon rope 3/8x50'	150-05-51-52093	19.99
Farm & City Supply	007105	11/08/2024	12pc internal torx bit set	150-05-51-52093	32.79
Farm & City Supply	007115	11/08/2024	washer ast 1.25-1.5-2"sj	150-05-51-52093	3.99
Farm & City Supply	007115	11/08/2024	washer sj ast poly card	150-05-51-52093	2.39
Farm & City Supply	007150	11/08/2024	hook tool screwin bulk	150-05-51-52429	23.88
Farm & City Supply	007152	11/08/2024	red grnt hmr bit 1/4"x6"	150-05-51-52093	8.99
Farm & City Supply	007152	11/08/2024	red grnt hmr bit 3/8x6"	150-05-51-52093	9.99
Farm & City Supply	007152	11/08/2024	bolt eye lag 3/8"x4"	150-05-51-52093	18.13
Farm & City Supply	007158	11/08/2024	power grab ap adhsv 9oz	150-05-51-52093	6.99
League Association of Risk Ma	111694	11/08/2024	insurance 2025	150-05-51-52160	949.05
Farm & City Supply	007381	11/08/2024	chn decr #10 abt bras 40	150-05-51-52093	39.80
Farm & City Supply	007381	11/08/2024	bolt snap 3-1/2x9/32"	150-05-51-52093	31.92
Farm & City Supply	007416	11/08/2024	wrench gear 15/16: ace	150-05-51-52093	26.99
Farm & City Supply	007421	11/08/2024	3/8 dr univeral joint	150-05-51-52093	6.29
Farm & City Supply	007421	11/08/2024	3/8 dr 15/16 6pt reg socket	150-05-51-52093	4.19
Farm & City Supply	007422	11/08/2024	universal joint	150-05-51-52093	9.49
Farm & City Supply	007422	11/08/2024	socket	150-05-51-52093	4.59

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	007422	11/08/2024	return	150-05-51-52093	-4.19
Farm & City Supply	007422	11/08/2024	return	150-05-51-52093	-6.29
Farm & City Supply	007462	10/25/2024	padlock lam1-9/16" ls	150-05-51-52093	13.99
Farm & City Supply	007462	10/25/2024	hook s znc .118x1 cd6	150-05-51-52093	4.78
Farm & City Supply	007473	11/08/2024	scrwdrvr #1 phl3" acepro	150-05-51-52429	5.99
Farm & City Supply	007473	11/08/2024	hose mender kit 5/8-3/4	150-05-51-52429	6.59
Farm & City Supply	007473	11/08/2024	fastback compct fold knf	150-05-51-52429	12.99
Farm & City Supply	007575	11/08/2024	mlw socket adptr set 3pc	150-05-51-52093	13.99
Farm & City Supply	007627	11/08/2024	u-bolt 1/4"x1"x1-3/4" ss	150-05-51-52429	6.59
Farm & City Supply	007627	11/08/2024	alumn flt bar 2"x4'	150-05-51-52429	23.99
Farm & City Supply	007627	11/08/2024	hose mendr male 5/8&3/4"	150-05-51-52429	8.99
Farm & City Supply	007627	11/08/2024	u-bolt 1/4"x1"x1-3/4" ss	150-05-51-52429	6.59
159 Lumber & Rentals	001116	11/08/2024	29oz gray sikaflex 607-1674	150-05-51-52429	18.99
Farm & City Supply	007655	11/08/2024	key tags split ring	150-05-51-52093	0.99
Farm & City Supply	007655	11/08/2024	keykrafter #95 brass	150-05-51-52093	3.99
Farm & City Supply	007683	11/08/2024	kickdown door hold 4" sn	150-05-51-52093	15.98
Farm & City Supply	007740	11/08/2024	cutter dremel 5/16" hs	150-05-51-52093	13.99
Farm & City Supply	007740	11/08/2024	dremel lite rotary tl 4v	150-05-51-52093	64.99
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	150-05-51-52195	37.50
AUDRA CAVE	11-2024-000178	11/08/2024	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Fund 150 - Parks Total:					9,570.53

Fund: 151 - Auditorim

Wolfes Printing	2878	11/08/2024	stapler	151-05-51-53610	14.98
Wolfes Printing	2878	11/08/2024	3 hole punch	151-05-51-53610	15.85
Wolfes Printing	2878	11/08/2024	canned air	151-05-51-53610	10.99
Wolfes Printing	2878	11/08/2024	staples	151-05-51-53610	5.99
Wolfes Printing	2878	11/08/2024	pens	151-05-51-53610	7.35
Wolfes Printing	2878	11/08/2024	tape disp	151-05-51-53610	6.99
Wolfes Printing	2878	11/08/2024	notepad	151-05-51-53610	3.25
Wolfes Printing	2878	11/08/2024	highlighter set	151-05-51-53610	4.99
Wolfes Printing	2878	11/08/2024	ring clips	151-05-51-53610	3.75
Wolfes Printing	2878	11/08/2024	tape	151-05-51-53610	4.65
Wolfes Printing	2878	11/08/2024	scissors	151-05-51-53610	8.99
HO Supply Facilities Maintena	9230216673	11/08/2024	Wago Lever Nuts 5 Wire Conn	151-05-51-52429	25.99
HO Supply Facilities Maintena	9230216673	11/08/2024	Wago Lever Nuts 2 Wire Conn	151-05-51-52429	28.99
Miller Farrell Insurance Agenc	012015	11/08/2024	insurance 2025	151-05-51-52160	600.00
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	wilson footballs	151-05-51-52420	91.90
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	volleyballs	151-05-51-52420	74.04
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	pickleball net system	151-05-51-52420	299.94
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	pickleball court tape	151-05-51-52420	71.96
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	basketballs	151-05-51-52420	63.90
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	basketballs	151-05-51-52420	50.92
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	pickleballs	151-05-51-52420	43.98
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	wrist bands	151-05-51-52420	19.99
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	wastebasket	151-05-51-52420	12.32
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	ball pump	151-05-51-52420	9.59
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	trash bags	151-05-51-52420	9.49
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	ball pump needles	151-05-51-52420	3.99
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	pickleball paddles	151-05-51-52420	117.98
Amazon Capital Services	1r44-rj93-p9np	11/08/2024	tachikara volley-lite	151-05-51-52420	62.98
Utility Department	INV05142	11/08/2024	auditorium	151-05-51-52018	335.71
Utility Department	INV05142	11/08/2024	auditorium	151-05-51-52019	319.69
Utility Department	INV05142	11/08/2024	auditorium	151-05-51-52020	2,171.06
Farm & City Supply	007076	11/08/2024	refill assort key bands	151-05-51-52429	4.74
Farm & City Supply	007076	11/08/2024	elec tpe 3/4"x66' 8.5mil	151-05-51-52429	6.99
Farm & City Supply	007076	11/08/2024	broom/dustpan 10"w	151-05-51-52429	22.99
Farm & City Supply	007076	11/08/2024	packing tape clr 54.6yd	151-05-51-52429	17.98
Amazon Capital Services	14n9-tjqm-cj64	11/08/2024	thermal laminating pouches	151-05-51-52429	25.98
Amazon Capital Services	1m7v-nh3k-d7dn	11/08/2024	ball locker	151-05-51-52420	260.53
Amazon Capital Services	1m7v-nh3k-d7dn	11/08/2024	jr size footballs	151-05-51-52420	107.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Falls City Mercantile	230336	11/08/2024	cleaning supplies	151-05-51-52429	288.09
League Association of Risk Ma	111694	11/08/2024	insurance 2025	151-05-51-52160	415.69
Falls City Mercantile	230457	11/08/2024	coffee supplies	151-05-51-52429	327.00
Amazon Capital Services	1c46-t6x4-mkvf	11/08/2024	countertop organizer	151-05-51-52420	29.99
Amazon Capital Services	1c46-t6x4-mkvf	11/08/2024	coffee maker	151-05-51-52420	490.50
Amazon Capital Services	1c46-t6x4-mkvf	11/08/2024	coffee pots	151-05-51-52420	41.58
Falls City Mercantile	230586	11/08/2024	supplies	151-05-51-52429	227.40
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	desk chair	151-05-51-53610	39.99
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	do not enter sign	151-05-51-53610	12.99
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	markers	151-05-51-53610	11.99
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	key rings	151-05-51-53610	7.96
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	key covers	151-05-51-53610	6.95
Amazon Capital Services	1c4h-m1vg-pf6x	11/08/2024	markers	151-05-51-53610	8.99
Amazon Capital Services	1kty-39yd-fhkc	11/08/2024	garage shelving	151-05-51-52420	800.23
Amazon Capital Services	1kty-39yd-fhkc	11/08/2024	bosch drill bits	151-05-51-52420	31.59
Amazon Capital Services	1wm9-k6gg-fjpx	11/08/2024	Salsbury Industries wood locke	151-05-51-52420	305.98
Amazon Capital Services	1wm9-k6gg-fjpx	11/08/2024	Salsbury Industries wood locke	151-05-51-52420	2,767.20
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	151-05-51-52195	25.00
Southeast Nebraska Communi	INV05129	11/08/2024	auditorium	151-05-51-52011	100.12
Fund 151 - Auditorium Total:					10,888.45

Fund: 170 - Library

Library Petty Cash	INV05171	11/08/2024	craft supplies	170-05-52-52429	5.80
Uline	184202358	11/08/2024	3x4 pre-punched sleeve 50/b	170-05-52-52429	54.46
Uline	184202358	11/08/2024	jumbo rl wht wiper	170-05-52-52429	112.00
EBSCO INFORMATION SERVIC	1750284	11/08/2024	subscriptions	170-05-52-51300	1,677.14
Amazon Capital Services	1gdr-rpdl-9qkt	11/08/2024	dvd cases	170-05-52-52429	69.25
Control Services Inc	43493	10/14/2024	service	170-05-52-52199	1,566.00
MICHAEL FREDERICK	875621	11/08/2024	supplies	170-05-52-52400	50.00
Security Equipment Inc	893324	11/08/2024	alarm monitoring	170-05-52-52099	486.12
Utility Department	INV05141	11/08/2024	library	170-05-52-52018	46.52
Utility Department	INV05141	11/08/2024	library	170-05-52-52019	1,151.24
Utility Department	INV05141	11/08/2024	library	170-05-52-52020	1,818.42
Ingram	INV05130	11/08/2024	books	170-05-52-52400	1,297.45
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	170-05-52-52195	37.50
Richard Gilkerson	INV05169	11/08/2024	sept 2024	170-05-52-52199	210.00
Library Petty Cash	INV05170	11/08/2024	postage	170-05-52-52387	406.51
Southeast Nebraska Communi	INV05128	11/08/2024	library	170-05-52-52011	223.94
Fund 170 - Library Total:					9,212.35

Fund: 180 - Cemetery

League Association of Risk Ma	111694	11/08/2024	insurance 2025	180-05-53-52160	-23.04
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	180-05-53-52195	12.50
Southeast Nebraska Communi	INV05129	11/08/2024	service	180-05-53-52011	99.07
Fund 180 - Cemetery Total:					88.53

Fund: 190 - Streets

Helena Chemical Co	218579482	11/08/2024	tordon	190-03-31-52300	74.40
Mr Automotive	016221	11/08/2024	milton	190-03-31-52429	3.02
Mr Automotive	016221	11/08/2024	supplies	190-03-31-52429	14.02
Farm & City Supply	006922	11/08/2024	autocut 27-2 hd	190-03-31-52429	64.00
Barco Municipal Products Inc	IN-250398	10/25/2024	street sign brackets #28C-S	190-03-31-52417	850.49
Utility Department	INV05136	11/08/2024	ss stop sign	190-03-31-52020	43.67
Utility Department	INV05137	11/08/2024	stop sign	190-03-31-52020	43.30
Utility Department	INV05138	11/08/2024	heat	190-03-31-52018	60.04
Utility Department	INV05138	11/08/2024	street dept	190-03-31-52019	54.31
Utility Department	INV05138	11/08/2024	street dept	190-03-31-52020	175.77
Utility Department	INV05139	11/08/2024	street lights	190-03-31-52020	6,294.77
Farm & City Supply	007161	11/08/2024	screws	190-03-31-52429	9.16
Farm & City Supply	007161	11/08/2024	grade 5 bolts nuts washers	190-03-31-52429	0.44
Farm & City Supply	007169	11/08/2024	screws	190-03-31-52429	10.76
League Association of Risk Ma	111694	11/08/2024	insurance 2025	190-03-31-52160	1,860.28

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OneNeck It Solutions	pji000080135	11/08/2024	microsoft 365	190-03-31-52195	25.00
Farmers Cooperative	J70955	11/06/2024	Farmers CoOp - dyed diesel	190-03-31-52014	2,512.62
Southeast Nebraska Communi	INV05129	11/08/2024	street	190-03-31-52011	51.33
BOK FINANCIAL	INV05172	11/04/2024	service FALLSCTYG022	190-03-31-54103	16,147.50
BOK FINANCIAL	INV05172	11/04/2024	service FALLSCTYG022	190-03-31-54110	75,000.00
BOK FINANCIAL	INV05172	11/04/2024	service FALLSCTYG022	190-03-31-54115	200.00
Fund 190 - Streets Total:					103,494.88

Fund: 195 - Mechanic Shop

Falls City Auto Supply	72475	11/08/2024	stant	195-03-66-52330	7.84
Falls City Auto Supply	72475	11/08/2024	gasket	195-03-66-52330	7.99
MacQueen Equipment	p13808	11/08/2024	dirt shoe runner	195-03-66-52330	123.89
Falls City Auto Supply	72527	11/08/2024	spark plug	195-03-66-52330	10.74
Bobcat of Omaha	cm16278	11/08/2024	light le	195-03-66-52330	109.62
Bobcat of Omaha	cm16278	11/08/2024	guard co	195-03-66-52330	45.15
Hullman's Ford Lincoln, Inc.	116890	11/08/2024	tube asy	195-03-66-52330	198.75
Falls City Auto Supply	72579	11/08/2024	filter	195-03-66-52330	23.04
Falls City Auto Supply	72590	11/08/2024	filter	195-03-66-52330	7.59
Mr Automotive	016232	11/08/2024	brake pads	195-03-66-52330	79.48
Mr Automotive	016232	11/08/2024	brake pads	195-03-66-52330	105.99
Mr Automotive	016236	11/08/2024	relay	195-03-66-52330	5.03
Farm & City Supply	007153	11/08/2024	blk&gld drl bt 5/64" 2pk	195-03-66-52429	6.99
Farm & City Supply	007153	11/08/2024	11.8" stand dty uv black	195-03-66-52429	6.69
Farm & City Supply	007153	11/08/2024	blk&gld drl bt 1/16" 2pk	195-03-66-52429	6.99
Falls City Auto Supply	72661	11/08/2024	filter	195-03-66-52330	7.59
Hullman's Ford Lincoln, Inc.	116903	11/08/2024	rivet blind	195-03-66-52330	14.28
Hullman's Ford Lincoln, Inc.	116903	11/08/2024	clip	195-03-66-52330	8.16
Farm & City Supply	007384	11/08/2024	key stock squire 3/16x12"	195-03-66-52330	2.99
Altec Industries, Inc.	12695477	11/08/2024	hose assembly	195-03-66-52330	107.05
O'Reilly Automotive Inc	5895-217284	11/08/2024	pwr rtd belt	195-03-66-52330	15.55
O'Reilly Automotive Inc	5895-217336	11/08/2024	gl-wiper fld	195-03-66-52330	118.44
Falls City Auto Supply	72763	11/08/2024	threadlock	195-03-66-52429	5.85
Altec Industries, Inc.	12697971	11/08/2024	hose assembly	195-03-66-52330	84.96
Altec Industries, Inc.	12702361	11/01/2024	auger assembly #070090190	195-03-66-52015	2,658.14
Fund 195 - Mechanic Shop Total:					3,768.79

Fund: 280 - Housing Abatement/Demolition Program

General Petty Cash	INV05203	11/08/2024	misc	280-06-23-52387	9.96
Fund 280 - Housing Abatement/Demolition Program Total:					9.96

Fund: 600 - Electric

Hach Chemical Co	14206997	11/08/2024	molybdenum 1 lr pwd plw pk/	600-07-62-52429	117.07
Principal Life Insurance Comp	INV04791	10/04/2024	Dental Ins	600-07-00-21151	467.45
Principal Life Insurance Comp	INV04795	10/04/2024	Vison Ins	600-07-00-21151	85.04
Quill Corportation	040955148	11/08/2024	supplies	600-07-61-52372	8.97
Miller Farrell Insurance Agenc	12015	11/08/2024	insurance 2025	600-07-61-52160	212,708.00
Quill Corportation	041003619	11/08/2024	supplies	600-07-61-52372	11.25
Quill Corportation	1586518	11/08/2024	supplies	600-07-61-52372	5.82
UCI Testing	35881	11/08/2024	foster	600-07-00-52199	75.00
Farm & City Supply	006910	11/08/2024	keykrafter	600-07-62-52420	4.29
Jeo Consulting Group Inc	155107	11/08/2024	gis service	600-07-00-52199	702.50
Farm & City Supply	006978	11/08/2024	sa 5 oval dbl cut burr	600-07-62-52420	28.58
Farm & City Supply	007050	11/08/2024	galvanized nut bolts screws	600-07-61-52429	3.58
BOK FINANCIAL	FALLCTYCUR22	11/15/2024	service	600-07-00-54103	42,761.25
BOK FINANCIAL	FALLCTYCUR22	11/15/2024	service	600-07-00-54110	180,000.00
BOK FINANCIAL	FALLCTYCUR22	11/15/2024	service	600-07-00-54115	200.00
BOK FINANCIAL	FALLSCTYM123	11/08/2024	service	600-07-00-54103	62,560.00
BOK FINANCIAL	FALLSCTYM123	11/08/2024	service	600-07-00-54115	200.00
Utility Department	INV05177	11/08/2024	repair shop	600-07-61-52020	43.60
Utility Department	INV05178	11/08/2024	inventory bldg	600-07-61-52018	79.08
Utility Department	INV05178	11/08/2024	inventory bldg	600-07-61-52019	116.35
Utility Department	INV05178	11/08/2024	inventory bldg	600-07-61-52020	360.80

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Utility Department	INV05179	11/08/2024	power plant	600-07-62-52018	597.22
Utility Department	INV05179	11/08/2024	power plant	600-07-62-52020	584.30
Utility Department	INV05180	11/08/2024	station power	600-07-62-52020	2,158.23
Utility Department	INV05181	11/08/2024	station power	600-07-62-52020	3,483.22
Utility Department	INV05182	11/08/2024	plant water/hi-low	600-07-62-52019	261.96
Utility Department	INV05183	11/08/2024	power plant	600-07-62-52018	498.77
Utility Department	INV05184	11/08/2024	power plant unit 9	600-07-62-52018	2,504.37
Utility Department	INV05184	11/08/2024	power plant unit 9	600-07-62-52020	2,988.03
Utility Department	INV05185	11/08/2024	power plant water dept	600-07-62-52020	3,429.13
Trevor Campbell	INV05209	11/08/2024	neb city visit	600-07-62-51310	76.38
League Association of Risk Ma	00111694	11/08/2024	insurance 2025	600-07-61-52160	-2.22
Farm & City Supply	007141	11/08/2024	1/2" drv metrc sckt tray	600-07-62-52429	16.11
Farm & City Supply	007141	11/08/2024	cm wrench holder	600-07-62-52429	21.48
Farm & City Supply	007141	11/08/2024	1/2" drv std socket tray	600-07-62-52429	16.11
Farm & City Supply	007141	11/08/2024	3/8" drv std socket tray	600-07-62-52429	13.98
Farm & City Supply	007141	11/08/2024	3/8" drv metrc sckt tray	600-07-62-52429	13.96
Amazon Capital Services	13Y7-YWFN-TV9V	11/08/2024	calendar	600-07-61-52372	13.98
Principal Life Insurance Comp	INV04958	10/18/2024	Dental Ins	600-07-00-21151	501.61
Principal Life Insurance Comp	INV04962	10/18/2024	Vison Ins	600-07-00-21151	85.04
Jeo Consulting Group Inc	155338	11/08/2024	2021 Electrical Dist	600-07-00-52197	16,478.02
RS Americas, Inc	9019998509	11/08/2024	cleaner	600-07-62-52094	11.87
RS Americas, Inc	9019998509	11/08/2024	polypropylene film capacitor	600-07-62-52094	145.65
RS Americas, Inc	9019998509	11/08/2024	chemical grease heatsink com	600-07-62-52094	11.97
Farm & City Supply	007486	11/08/2024	5/8" extra long pin & clip	600-07-62-52420	7.51
Farm & City Supply	007486	11/08/2024	mlw rcip torch 9"18t 5pk	600-07-62-52420	25.79
Farm & City Supply	007486	11/08/2024	2"x20' rat strap w/float d ring	600-07-62-52420	111.76
Farm & City Supply	007486	11/08/2024	plug sq head 2" galv	600-07-62-52420	27.93
Farm & City Supply	007487	11/08/2024	clnr hnd orn/pum 1 gal	600-07-62-52420	30.09
Farm & City Supply	007554	11/08/2024	scale analog wht 300lb	600-07-62-52420	19.34
Farm & City Supply	007595	11/08/2024	cap black 2"	600-07-62-52420	10.74
Wesco Distribution	462029	10/25/2024	Strandlink Reliable #5002 (E7	600-07-00-10500	204.25
Wesco Distribution	462029	10/25/2024	replacement mast arm RK511	600-07-00-10500	134.38
Farm & City Supply	007704	11/08/2024	fiberglass spreaders 3pk	600-07-62-52420	6.44
Farm & City Supply	007704	11/08/2024	fiberglass cloth8sq" bondo	600-07-62-52420	10.31
Farm & City Supply	007704	11/08/2024	resin fiberglass qt bondo	600-07-62-52420	26.86
Amazon Capital Services	1CLM-PY7Q-XQRL	11/08/2024	air fresheners	600-07-61-52372	63.02
Wesco Distribution	462734	10/25/2024	5/8" square nut galv (E1079)	600-07-00-10500	48.38
Border States	929298184	10/25/2024	2" SCH 40 PVC-Expansion Join	600-07-00-10500	216.64
Border States	929298184	10/25/2024	line pliers Klein D2000-9NE (E	600-07-00-10500	74.11
Border States	929298184	10/25/2024	1 1/2" male adaper SCH 40 PV	600-07-00-10500	2.16
Border States	929298184	10/25/2024	Connector Compression, WR-	600-07-00-10500	18.81
Border States	929298184	10/25/2024	2" 90 deg SCH 40 PVC elbow (600-07-00-10500	41.94
Border States	929298184	10/25/2024	Strap, 2"-2 Hole Rigid (E107)	600-07-00-10500	17.63
Border States	929298184	10/25/2024	2" SCH 40 PVC coupling (E129	600-07-00-10500	10.49
Wesco Distribution	463278	10/29/2024	3p single position mounting b	600-07-00-10500	387.00
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	600-07-61-52195	81.00
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	600-07-61-52195	37.50
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	600-07-62-52195	25.00
Ebay	INV05201	11/08/2024	rotary switch	600-07-62-52094	25.00
Husker Electric Supply	57479	10/29/2024	1" 90 degree threaded galvani	600-07-61-53550	50.12
Husker Electric Supply	57482	10/29/2024	Cover-4" Square #52C1 (E27.1	600-07-00-10500	2.47
Husker Electric Supply	57482	10/29/2024	Bushing-2" -#127 (E88)	600-07-00-10500	12.90
Husker Electric Supply	57482	10/29/2024	hack saw blade12" 24T Klein	600-07-00-10500	21.39
Husker Electric Supply	57482	10/29/2024	Plug Female, Grd.-Woodhead	600-07-00-10500	40.31
Husker Electric Supply	57482	10/29/2024	Plug Male, Grd.-Woodhead #1	600-07-00-10500	45.63
Primrose Oil Company Inc	13635	11/05/2024	penetrating oil - PRO4000	600-07-62-52429	239.34
Trevor Campbell	INV05210	11/08/2024	NMPP Lincoln	600-07-61-51310	131.32
Lincoln Winwater Works Co	106733 01	10/31/2024	8" oil resistant Buna-n 1/8" ga	600-07-62-52094	13.98
Lincoln Winwater Works Co	106733 01	10/31/2024	6" flange 68095K353	600-07-62-52094	96.75
Lincoln Winwater Works Co	106733 01	10/31/2024	8" blind flange 68095K417	600-07-62-52094	59.13

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Lincoln Winwater Works Co	106733 01	10/31/2024	8" flange 68095K397	600-07-62-52094	59.13
Lincoln Winwater Works Co	106733 01	10/31/2024	bolt packs	600-07-62-52094	114.02
Lincoln Winwater Works Co	106733 01	10/31/2024	6" blind flange 68095K384	600-07-62-52094	96.75
Lincoln Winwater Works Co	106733 01	10/31/2024	6" oil resistant Buna-n 1/8" ga	600-07-62-52094	23.65
Falls City Post Office	INV05127	10/30/2024	October 2024	600-07-00-52387	313.05
Border States	929341146	11/01/2024	Line Hose Power Line Sentry #	600-07-00-10500	1,810.94
Border States	929341154	11/08/2024	credit	600-07-00-10500	-59.50
Wesco Distribution	468232	11/04/2024	Splice #7652 Reliable Tension	600-07-00-10500	886.88
AMERITAS BILLING	INV05078	11/01/2024	457 After Tax %	600-07-00-21151	255.33
AMERITAS BILLING	INV05079	11/01/2024	457 Pre Tax Percentage	600-07-00-21151	1,367.55
CWA Dues	INV05082	11/01/2024	CWA Union Dues	600-07-00-21151	179.50
Medica Insurance	INV05084	11/01/2024	Group Health	600-07-00-21151	18,578.47
American National Bank	INV05085	11/01/2024	HSA	600-07-00-21151	312.51
IBEW Local Union #1536	INV05086	11/01/2024	IBEW Union Dues	600-07-00-21151	355.77
Dearborn Life Insurance Com	INV05087	11/01/2024	Life Insurance	600-07-00-21151	205.61
Ameritas	INV05089	11/01/2024	Pension 457 Pre-Tax	600-07-00-21151	250.00
Ameritas	INV05090	11/01/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV05091	11/01/2024	Pension 457 Pre-Tax	600-07-00-21151	68.26
Ameritas	INV05092	11/01/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV05093	11/01/2024	Retirement 501a	600-07-00-21151	406.40
Ameritas	INV05094	11/01/2024	Retirement 501a	600-07-00-21151	299.62
Ameritas	INV05095	11/01/2024	Retirement 501a	600-07-00-21151	281.18
Ameritas	INV05096	11/01/2024	Retirement 501a	600-07-00-21151	496.34
Ameritas	INV05097	11/01/2024	Retirement 501a	600-07-00-21151	341.32
Ameritas	INV05098	11/01/2024	Retirement 501a	600-07-00-21151	419.46
Ameritas	INV05099	11/01/2024	Retirement 501a	600-07-00-21151	290.78
Ameritas	INV05100	11/01/2024	Retirement 501a	600-07-00-21151	365.32
Ameritas	INV05101	11/01/2024	Retirement 501a	600-07-00-21151	298.08
Ameritas	INV05102	11/01/2024	Retirement 501a	600-07-00-21151	270.34
Ameritas	INV05103	11/01/2024	Retirement 501a	600-07-00-21151	289.68
Ameritas	INV05104	11/01/2024	Retirement 501a	600-07-00-21151	287.88
Ameritas	INV05105	11/01/2024	Retirement 501a	600-07-00-21151	271.00
Ameritas	INV05106	11/01/2024	Retirement 501a	600-07-00-21151	271.10
Ameritas	INV05107	11/01/2024	Retirement 501a	600-07-00-21151	208.38
Ameritas	INV05108	11/01/2024	Retirement 501a	600-07-00-21151	260.22
Ameritas	INV05109	11/01/2024	Retirement 501a	600-07-00-21151	441.32
Ameritas	INV05110	11/01/2024	Retirement 501a	600-07-00-21151	244.32
Ameritas	INV05111	11/01/2024	Retirement 501a	600-07-00-21151	229.16
Ameritas	INV05112	11/01/2024	Retirement 501a	600-07-00-21151	241.70
Ameritas	INV05113	11/01/2024	Retirement 501a	600-07-00-21151	421.64
Ameritas	INV05114	11/01/2024	Retirement 501a	600-07-00-21151	193.72
Ameritas	INV05115	11/01/2024	Retirement 501a	600-07-00-21151	355.92
Ameritas	INV05116	11/01/2024	Retirement 501a	600-07-00-21151	361.06
Ameritas	INV05117	11/01/2024	Retirement 501a	600-07-00-21151	390.06
American National Bank	INV05118	11/01/2024	HSA	600-07-00-21151	200.00
American National Bank	INV05119	11/01/2024	HSA	600-07-00-21151	71.00
American National Bank	INV05120	11/01/2024	HSA	600-07-00-21151	65.00
American National Bank	INV05121	11/01/2024	HSA	600-07-00-21151	200.00
American National Bank	INV05122	11/01/2024	HSA	600-07-00-21151	20.00
Department of the Treasury	INV05123	11/01/2024	Medicare Tax	600-07-00-21151	2,393.38
Department of the Treasury	INV05124	11/01/2024	Social Security Tax	600-07-00-21151	10,233.58
Nebraska Department of Reve	INV05125	11/01/2024	State W/H Tax	600-07-00-21151	3,341.22
Department of the Treasury	INV05126	11/01/2024	Federal W/H	600-07-00-21151	6,770.48
Southeast Nebraska Communi	INV05202	11/08/2024	service	600-07-61-52011	7.06
Southeast Nebraska Communi	INV05202	11/08/2024	service	600-07-61-52011	400.38
Southeast Nebraska Communi	INV05202	11/08/2024	service	600-07-62-52011	111.81
Utility Department Petty Cash	INV05200	11/08/2024	easement file	600-07-00-53300	28.00
Utility Department Petty Cash	INV05200	11/08/2024	supplies	600-07-61-52372	33.54
Utility Department Petty Cash	INV05200	11/08/2024	postage	600-07-61-52387	127.75
Dollar Fresh	416374	11/06/2024	Bottled Water (E150)	600-07-00-10500	252.00

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Trevor Campbell	INV05208	11/08/2024	reimbursement - windstorm	600-07-61-52935	100.96
Michael J Sojka	INV05199	11/08/2024	easement	600-07-00-53300	450.00
				Fund 600 - Electric Total:	594,985.30

Fund: 610 - Water

VESSCO INC.	094991	11/08/2024	Marlow Pump Head	610-07-65-52096	329.87
Jeo Consulting Group Inc	155108	11/08/2024	water plans	610-07-65-52199	990.00
Quill Corportation	040955148	11/08/2024	supplies	610-07-65-52372	8.97
Miller Farrell Insurance Agenc	12015	11/08/2024	insurance 2025	610-07-65-52160	59,177.00
Quill Corportation	041003619	11/08/2024	supplies	610-07-65-52372	11.25
Quill Corportation	1586518	11/08/2024	supplies	610-07-65-52372	5.82
Utility Department	INV05186	11/08/2024	power plant water dept	610-07-65-52020	252.39
Utility Department	INV05187	11/08/2024	water tower	610-07-65-52020	108.39
Utility Department	INV05188	11/08/2024	rulo water collector well	610-07-65-52020	9,414.17
Utility Department	INV05189	11/08/2024	rulo water plant north well	610-07-65-52020	225.02
Nebraska Public Health Enviro	583775	11/08/2024	service	610-07-65-52198	359.00
League Association of Risk Ma	00111694	11/08/2024	insurance 2025	610-07-65-52160	-182.15
Farm & City Supply	007244	11/08/2024	1/2" closr plugs gry 4pk	610-07-65-52429	2.57
Farm & City Supply	007244	11/08/2024	rnd cvr w/ one 1/2" h gry	610-07-65-52429	3.85
Farm & City Supply	007244	11/08/2024	rv/marine antifreeze	610-07-65-52429	7.53
Farm & City Supply	007408	11/08/2024	ball vlv 600ips fip 1/2"	610-07-65-52093	15.04
Lincoln Winwater Works Co	105574 01	10/25/2024	2" ball valve brass LFFBV-3C (610-07-00-10500	45.69
Lincoln Winwater Works Co	105574 01	10/25/2024	4" x 15" full circle clamp (4.74	610-07-00-10500	152.64
Lincoln Winwater Works Co	105574 01	10/25/2024	road box extension C&B P-110	610-07-00-10500	428.93
Lincoln Winwater Works Co	106470 01	10/25/2024	road box top 26T for 664-S (W	610-07-00-10500	235.00
Lincoln Winwater Works Co	106470 01	10/25/2024	4" x 3/4" CC repair saddle SB	610-07-00-10500	108.28
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	610-07-65-52195	12.50
Core & Main LP	V876762	10/28/2024	3/4" water meter IPERL 10 CF	610-07-00-10500	4,205.40
Core & Main LP	V876762	10/28/2024	Valve Corp Stop 2" CC X CTS P	610-07-00-10500	336.48
Core & Main LP	V876762	10/28/2024	3/4" corp stop CCxFL Ford F60	610-07-00-10500	215.00
Municipal Supply, Inc of Oma	0925479-IN	10/29/2024	Multi-Fit Valve box adpator (610-07-00-10500	235.75
Municipal Supply, Inc of Oma	0925480-IN	10/29/2024	4" x 3/4" CC repair sleeve (4.7	610-07-00-10500	657.90
Municipal Supply, Inc of Oma	0925480-IN	10/29/2024	Mueller H-15505N-075 lead t	610-07-00-10500	194.31
Falls City Post Office	INV05127	10/30/2024	October 2024	610-07-65-52387	313.05
Southeast Nebraska Communi	INV05202	11/08/2024	service	610-07-65-52011	156.27
Lincoln Winwater Works Co	105574 02	11/05/2024	4" x 15" full circle clamp (4.74	610-07-00-10500	152.65
Lincoln Winwater Works Co	106649 01	11/05/2024	4" x 7 1/2" full circle clamp (4.	610-07-00-10500	209.63
Utility Department Petty Cash	INV05200	11/08/2024	postage	610-07-65-52387	259.95
				Fund 610 - Water Total:	78,648.15

Fund: 620 - Gas

Quill Corportation	040955148	11/08/2024	supplies	620-07-63-52372	8.96
Miller Farrell Insurance Agenc	12015	11/08/2024	insurance 2025	620-07-63-52160	11,878.00
Quill Corportation	041003619	11/08/2024	supplies	620-07-63-52372	11.25
Quill Corportation	1586518	11/08/2024	supplies	620-07-63-52372	5.82
League Association of Risk Ma	0111562	11/08/2024	insurance ditch witch	620-07-63-52160	1,271.27
Utility Department	INV05192	11/08/2024	gas n mclean st	620-07-63-52020	71.71
Utility Department	INV05193	11/08/2024	gas s fulton	620-07-63-52020	48.52
Utility Department	INV05194	11/08/2024	gas dept office	620-07-63-52018	35.48
Utility Department	INV05194	11/08/2024	gas dept office	620-07-63-52019	52.43
Utility Department	INV05194	11/08/2024	gas dept office	620-07-63-52020	199.12
Utility Department	INV05195	11/08/2024	gas pipe bidg	620-07-63-52020	56.04
Utility Department	INV05196	11/08/2024	gas w 21st	620-07-63-52020	70.06
Utility Department	INV05197	11/08/2024	gas s fulton	620-07-63-52020	83.46
Utility Department	INV05198	11/08/2024	gas w 14th st	620-07-63-52020	65.73
League Association of Risk Ma	00111694	11/08/2024	insurance 2025	620-07-63-52160	859.09
Wolfes Printing	3037	10/25/2024	Public Awareness Brochure	620-07-63-52147	913.75
Wolfes Printing	3056	10/29/2024	Public Awareness brochure	620-07-63-52147	913.75
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	620-07-63-52195	62.50
Dutton-Lainson Co	903991-1	10/31/2024	Tee 1 1/4" Blk (G4024)	620-07-63-10500	23.88
Dutton-Lainson Co	903991-1	10/31/2024	Coupling 1 1/4" Blk (G4072)	620-07-63-10500	16.67
Dutton-Lainson Co	903991-1	10/31/2024	elbow 1" 90 deg Blk Street (G	620-07-63-10500	12.39

Expense Approval Report

Payment Dates: 10/26/2024 - 11/8/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Dutton-Lainson Co	903991-1	10/31/2024	Nipple 1 1/4" X 3" Blk (G4048)	620-07-63-10500	7.33
Dutton-Lainson Co	903991-1	10/31/2024	nipple 1/2" x close Blk (G4271	620-07-63-10500	2.99
Dutton-Lainson Co	903991-1	10/31/2024	Coupling 1 1/4" x 1" Blk RED (620-07-63-10500	27.94
Dutton-Lainson Co	CM0000066	11/08/2024	amount error	620-07-63-10500	-0.10
NMC Inc	CU11415157	10/31/2024	Compactor Plate, CVP 16-Cate	620-07-63-53250	6,550.00
Falls City Post Office	INV05127	10/30/2024	October 2024	620-07-63-52387	313.05
Border States	929341152	11/01/2024	Drycon connector #90120 (G4	620-07-63-10500	415.28
Southeast Nebraska Communi	INV05202	11/08/2024	service	620-07-63-52011	68.86
Utility Department Petty Cash	INV05200	11/08/2024	title/trailer	620-07-63-52014	10.00
Utility Department Petty Cash	INV05200	11/08/2024	postage	620-07-63-52387	127.75
Fund 620 - Gas Total:					24,182.98
Fund: 630 - Wastewater					
Quill Corportation	040955148	11/08/2024	supplies	630-07-64-52372	8.96
USA Bluebook	inv00506081	11/08/2024	schedule 80 pvc male adapter	630-07-64-52429	69.31
USA Bluebook	inv00506163	11/08/2024	part a 4" npt coupler quick	630-07-64-52429	36.95
Miller Farrell Insurance Agenc	12015	11/08/2024	insurance 2025	630-07-64-52160	34,276.00
Quill Corportation	041003619	11/08/2024	supplies	630-07-64-52372	11.25
Quill Corportation	1586518	11/08/2024	supplies	630-07-64-52372	5.83
Farm & City Supply	006957	11/08/2024	led crd work lt 3000l	630-07-64-52420	41.99
Utility Department	INV05190	11/08/2024	lift station	630-07-64-52019	12.70
Utility Department	INV05190	11/08/2024	lift station	630-07-64-52020	51.77
Utility Department	INV05191	11/08/2024	wwtp	630-07-64-52018	112.71
Utility Department	INV05191	11/08/2024	wwtp	630-07-64-52019	737.50
Utility Department	INV05191	11/08/2024	wwtp	630-07-64-52020	10,643.00
League Association of Risk Ma	00111694	11/08/2024	insurance 2025	630-07-64-52160	809.87
Farm & City Supply	007277	11/08/2024	poly tube 1/4"x400	630-07-64-52099	0.23
Farm & City Supply	007277	11/08/2024	sealant pipe thrd #5 4oz	630-07-64-52099	13.99
Farm & City Supply	007383	11/08/2024	contractor bag 55g 15pk	630-07-64-52429	13.99
Farm & City Supply	007389	11/08/2024	hedge shear power lever	630-07-64-52420	29.99
Farm & City Supply	007514	11/08/2024	lbmn bowl brsh & caddy	630-07-64-52429	7.99
Farm & City Supply	007568	11/08/2024	bolts nuts washers gr 8	630-07-64-52014	4.15
Farm & City Supply	007568	11/08/2024	pintle hook drop forged 15 to	630-07-64-52014	99.99
Farm & City Supply	007568	11/08/2024	pintle mount 3 posn 9" shank	630-07-64-52014	58.99
Falls City Mercantile	230850	11/08/2024	toilet tissue	630-07-64-52429	74.59
Falls City Mercantile	230850	11/08/2024	paper towels	630-07-64-52429	40.07
OneNeck It Solutions	pj0000080135	11/08/2024	microsoft 365	630-07-64-52195	50.00
Falls City Post Office	INV05127	10/30/2024	October 2024	630-07-64-52387	313.05
Southeast Nebraska Communi	INV05202	11/08/2024	service	630-07-64-52011	109.07
Utility Department Petty Cash	INV05200	11/08/2024	postage	630-07-64-52387	127.75
Fund 630 - Wastewater Total:					47,761.69
Grand Total:					959,415.57

Report Summary

Fund Summary

Fund	Payment Amount
100 - General	69,624.52
110 - Police	2,003.92
115 - Animal Control	69.10
120 - Fire	5,093.92
130 - Building Inspections & Code Enforcement	12.50
150 - Parks	9,570.53
151 - Auditorim	10,888.45
170 - Library	9,212.35
180 - Cemetery	88.53
190 - Streets	103,494.88
195 - Mechanic Shop	3,768.79
280 - Housing Abatement/Demolition Program	9.96
600 - Electric	594,985.30
610 - Water	78,648.15
620 - Gas	24,182.98
630 - Wastewater	47,761.69
Grand Total:	959,415.57

Account Summary

Account Number	Account Name	Payment Amount
100-01-00-21151	Payroll Deductions Paya	55,462.59
100-01-11-51310	Training, Meetings & Co	170.48
100-01-11-52011	Telephone	601.38
100-01-11-52018	Heat/Gas Expense	112.52
100-01-11-52019	Water/Sewer Expense	133.86
100-01-11-52020	Electric Expense	1,063.35
100-01-11-52118	Printing & Publishing	273.50
100-01-11-52160	Insurance Expense	-1,544.89
100-01-11-52195	Technology Services	81.00
100-01-11-52372	Office Supplies	157.73
100-06-11-52172	Payments to Other Agen	13,113.00
110-02-21-52011	Telephone	972.87
110-02-21-52015	Vehicle/Equipment Repa	107.45
110-02-21-52118	Printing Expense	273.50
110-02-21-52195	Technology Services	112.50
110-02-21-52199	Other Contractual Servic	537.60
115-02-23-52019	Water/Sewer Expense	15.90
115-02-23-52020	Electric Expense	40.70
115-02-23-52195	Technology Services	12.50
120-02-22-52011	Telephone	127.52
120-02-22-52018	Heat/Gas Expense	79.75
120-02-22-52019	Water/Sewer Expense	4,127.35
120-02-22-52020	Electric Expense	280.54
120-02-22-52099	Other Maintenance & R	147.90
120-02-22-52195	Technology Services	12.50
120-02-22-52372	Office Supplies	148.96
120-02-22-52420	Small Equipment	169.40
130-02-23-52195	Technology Services	12.50
150-05-51-21600	Deposits Payable	50.00
150-05-51-52018	Heat/Gas Expense	33.00
150-05-51-52019	Water/Sewer Expense	5,711.27
150-05-51-52020	Electric Expense	1,461.53
150-05-51-52093	Building/Grounds Maint	1,083.48
150-05-51-52160	Insurance Expense	949.05
150-05-51-52195	Technology Services	37.50
150-05-51-52429	Supplies & Materials	244.70
151-05-51-52011	Telephone	100.12

Account Summary

Account Number	Account Name	Payment Amount
151-05-51-52018	Heat/Gas Expense	335.71
151-05-51-52019	Water/Sewer Expense	319.69
151-05-51-52020	Electric Expense	2,171.06
151-05-51-52160	Insurance Expense	1,015.69
151-05-51-52195	Technology Services	25.00
151-05-51-52420	Small Equipment	5,768.38
151-05-51-52429	Supplies & Materials	976.15
151-05-51-53610	Office Equipment	176.65
170-05-52-51300	Subscriptions & Educatio	1,677.14
170-05-52-52011	Telephone	223.94
170-05-52-52018	Heat/Gas Expense	46.52
170-05-52-52019	Water/Sewer Expense	1,151.24
170-05-52-52020	Electric Expense	1,818.42
170-05-52-52099	Other Maintenance & R	486.12
170-05-52-52195	Technology Services	37.50
170-05-52-52199	Other Contractual Servic	1,776.00
170-05-52-52387	Postage/Shipping	406.51
170-05-52-52400	Books & Periodicals	1,347.45
170-05-52-52429	Supplies & Materials	241.51
180-05-53-52011	Telephone	99.07
180-05-53-52160	Insurance Expense	-23.04
180-05-53-52195	Technology Services	12.50
190-03-31-52011	Telephone	51.33
190-03-31-52014	Vehicle/Equipment Main	2,512.62
190-03-31-52018	Heat/Gas Expense	60.04
190-03-31-52019	Water/Sewer Expense	54.31
190-03-31-52020	Electricity Expense	6,557.51
190-03-31-52160	Insurance Expense	1,860.28
190-03-31-52195	Technology Services	25.00
190-03-31-52300	Chemicals	74.40
190-03-31-52417	Signs & Posts	850.49
190-03-31-52429	Supplies & Materials	101.40
190-03-31-54103	Interest Expense	16,147.50
190-03-31-54110	Principal Payments	75,000.00
190-03-31-54115	Debt Service Fees	200.00
195-03-66-52015	Vehicle/Equipment Repa	2,658.14
195-03-66-52330	Merchandise for Resale	1,084.13
195-03-66-52429	Supplies & Materials	26.52
280-06-23-52387	Postage/Shipping	9.96
600-07-00-10500	Inventory-Electric Gener	4,168.81
600-07-00-21151	Payroll Deductions Paya	54,542.80
600-07-00-52197	Engineering Expense	16,478.02
600-07-00-52199	Other Contractual Servic	777.50
600-07-00-52387	Postage/Shipping	313.05
600-07-00-53300	Easement/ROW	478.00
600-07-00-54103	Interest Expense	105,321.25
600-07-00-54110	Principal Payments	180,000.00
600-07-00-54115	Debt Service Fees	400.00
600-07-61-51310	Training, Meetings & Co	131.32
600-07-61-52011	Telephone	407.44
600-07-61-52018	Heat/Gas Expense	79.08
600-07-61-52019	Water/Sewer Expense	116.35
600-07-61-52020	Electric Expense	404.40
600-07-61-52160	Insurance Expense	212,705.78
600-07-61-52195	Technology Expense	118.50
600-07-61-52372	Office Supplies	136.58
600-07-61-52387	Postage/Shipping	127.75
600-07-61-52429	Supplies & Materials	3.58

Account Summary

Account Number	Account Name	Payment Amount
600-07-61-52935	Other Supplies	100.96
600-07-61-53550	Utility Systems & Structu	50.12
600-07-62-51310	Training, Meetings & Co	76.38
600-07-62-52011	Telephone	111.81
600-07-62-52018	Heat/Gas Expense	3,600.36
600-07-62-52019	Water/Sewer Expense	261.96
600-07-62-52020	Electric Expense	12,642.91
600-07-62-52094	Infrastructure Maintena	657.90
600-07-62-52195	Technology Expense	25.00
600-07-62-52420	Small Equipment	309.64
600-07-62-52429	Supplies & Materials	438.05
610-07-00-10500	Inventory-Water	7,177.66
610-07-65-52011	Telephone	156.27
610-07-65-52020	Electric Expense	9,999.97
610-07-65-52093	Building/Grounds Maint	15.04
610-07-65-52096	Operational Equipment	329.87
610-07-65-52160	Insurance Expense	58,994.85
610-07-65-52195	Technology Expense	12.50
610-07-65-52198	Other Professional Servi	359.00
610-07-65-52199	Other Contractual Servic	990.00
610-07-65-52372	Office Supplies	26.04
610-07-65-52387	Postage/Shipping	573.00
610-07-65-52429	Supplies & Materials	13.95
620-07-63-10500	Inventory-Gas	506.38
620-07-63-52011	Telephone	68.86
620-07-63-52014	Vehicle/Equipment Main	10.00
620-07-63-52018	Heat/Gas Expense	35.48
620-07-63-52019	Water/Sewer Expense	52.43
620-07-63-52020	Electric Expense	594.64
620-07-63-52147	Advertising Expense	1,827.50
620-07-63-52160	Insurance Expense	14,008.36
620-07-63-52195	Technology Expense	62.50
620-07-63-52372	Office Supplies	26.03
620-07-63-52387	Postage/Shipping	440.80
620-07-63-53250	Other Capital Equipment	6,550.00
630-07-64-52011	Telephone	109.07
630-07-64-52014	Vehicle/Equipment Main	163.13
630-07-64-52018	Heat/Gas Expense	112.71
630-07-64-52019	Water/Sewer Expense	750.20
630-07-64-52020	Electric Expense	10,694.77
630-07-64-52099	Other Maintenance & R	14.22
630-07-64-52160	Insurance Expense	35,085.87
630-07-64-52195	Technology Expense	50.00
630-07-64-52372	Office Supplies	26.04
630-07-64-52387	Postage/Shipping	440.80
630-07-64-52420	Small Equipment	71.98
630-07-64-52429	Supplies & Materials	242.90
Grand Total:		959,415.57

Project Account Summary

Project Account Key	Payment Amount
None	942,786.47
21100152197	16,478.02
21100153550	50.12
24-1015-600-52935 - 998 Utilities	100.96
Grand Total:	959,415.57

INCIDENT CODE: * - All

USER: fcy.ljones
 GROUP: * - All
 PRIORITY: * - All
 TYPE: * - All

DATES: 10/01/2024 THRU 10/31/2024

	NEW INCIDENTS	CLOSED	VOIDED	ACTIVE AT 10/31/2024
INCIDENT CODE: 6-105	1	1	0	0
INCIDENT CODE: 6-218	1	0	0	1
INCIDENT CODE: 6-321	13	4	1	8
INCIDENT CODE: 6-322	1	0	0	1
INCIDENT CODE: 8-514	8	2	0	6
TOTALS	24	7	1	16

FALLS CITY ANIMAL CONTROL REPORT

OCTOBER 2024

ANIMAL CALLS	ANIMALS PICKED UP	ANIMALS CLAIMED	ANIMALS ADOPTED
35	7	6	1

Lindsie Jones

YEAR

Weather Notification

Falls City Police Department

Crimes and Clearance Rate

Part I Crimes

Date: OCTOBER 2024

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART I	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Criminal Homicide								
2. Rape	2		2	4	4	2	4	4
3. Robbery								
Armed – any weapon								
Strong arm – no weapon								
4. Assault					3			3
5. Burglary				6			6	
Forcible Entry								
Unlawful entry – no force				4			4	
Attempted forcible entry								
6. Thefts					7			6
Pocket picking								
Purse snatching								
Shoplifting	49		49	96	19	49	96	19
Thefts from auto				1	1		1	1
Thefts of auto parts & acc.					2			2
Thefts of bicycles					1			1
Thefts from buildings								
Thefts from coin operated machine								
All other thefts	1		1	6	9	1	6	9
7. Motor vehicle theft								
Autos	4		4	4		4	4	
Trucks and buses								
Other vehicles								
8. Arson								
Total	56		56	121	46	56	121	45

PART I % CLEARED

100%

100%

98%

Falls City Police Department

Crimes and Clearance Rate

Part II Crimes

Date: OCTOBER 2024

Number and Disposition of Offenses Known to the Police

UNIFORM CLASSIFICATION OF OFFENSES	OFFENSES KNOWN TO THE POLICE					OFFENSES CLEARED		
PART II	REPORTED OR KNOWN THIS MO.	UNFOUNDED	ACTUAL OFFENSES THIS MO.	ACTUAL THIS YR TO-DATE	ACTUAL LAST YR TO-DATE	THIS MONTH	THIS YEAR TO-DATE	LAST YEAR TO-DATE
1. Other Assaults	4		4	50	37	4	50	37
2. Forgery & Counterfeiting								
3. Fraud				2	9		2	9
4. Embezzlement								
5. Stolen Property								
6. Vandalism	4		4	18	8	4	15	7
7. Weapons-Possession					2			2
8. Prostitution								
9. Other Sex Offenses	1		1	16	44	1	16	44
10. Narcotics Laws	2		2	30	13	2	30	13
11. Gambling Laws								
12. Offenses Against Family	3		3	48	50	3	48	50
13. Driving Under Influence				1	4		1	4
14. Liquor Laws				7	1		7	1
15. Disorderly Conduct	2		2	14	15	2	14	15
16. All Other Offenses	15		15	156	107	15	156	107
TOTAL	31		31	342	290	31	339	289
PART I&II TOTAL	87		87	463	336	87	460	334

Combined Total	Part II % Cleared	100%	99%	99%
	Part I & II % Cleared	100%	99%	99%

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



Employee Cell Phone Policy

Objective: The purpose of this policy is to define the issuance and use of cell phones for employees of the City of Falls City. This policy also outlines the option for employees to use personal cell phones for business purposes and receive reimbursement.

Issuance of Company Cell Phones: The City of Falls City may issue company-owned cell phones to employees at the discretion of their supervisors and with management approval. Employees who are issued a company cell phone must carry the phone during business hours and are required to respond to business-related calls, emails, and messages promptly. Company-issued phones are property of the City of Falls City and must be returned upon termination of employment or at any time upon request by a supervisor or management.

Eligible Employees: Employees eligible for a company cell phone are those whose job duties require frequent communication while away from their desk, processing of mobile work orders, or other roles that necessitate continuous availability during business hours. Eligibility is determined by supervisors and approved by management.

Personal Cell Phone Stipend/Reimbursement Option: Employees who are eligible for a company cell phone may opt to use their personal cell phone for business purposes instead of being issued a company device. Employees who choose this option will receive a stipend/reimbursement of up to \$420 per year, paid on a per-pay-period basis. The City of Falls City reserves the right to access work-related communications stored on that device.

The employee is responsible for the purchase, maintenance, and insurance of their personal device. The City of Falls City is not liable for any damage, loss, or repair costs associated with personal devices used for work purposes. The employee is responsible for ensuring their device is capable of supporting work-related communications, work-related mobile applications and must remain accessible during business hours.

Screen Lock Requirement: To protect sensitive information and ensure security, all cell phones, whether company-issued or personal, used for business purposes must have an active screen lock feature enabled. Employees are required to set up a screen lock, such as a PIN, password, fingerprint, or face recognition, on any device used to access City of Falls City information. Employees must ensure that the screen lock is in use at all times and the device remains secure at all times.

To verify compliance with this requirement, the City of Falls City may install screen lock monitoring software on both company-owned and personal devices used for business purposes. Employees who choose to use a personal device for work acknowledge and consent to the installation of such software to ensure that security protocols are maintained.

Usage Requirements: Whether using a company-issued or personal cell phone for business purposes, employees must:

- Ensure the phone is operational during business hours.
- Respond promptly to work-related communications, including calls, texts, and emails.
- Adhere to all city policies regarding appropriate use of technology and communication devices.
- Maintain the confidentiality of city information
- Avoid any unauthorized use of a city owned device for personal matters during working hours.



- Avoid the use of a personal cell phone during regular working hours excluding breaks

Termination of Cell Phone Use: The City of Falls City reserves the right to revoke cell phone privileges (whether a company-issued phone or personal phone reimbursement) if the employee's need for a phone changes or if there is any misuse or noncompliance with this policy.

Corrective/Disciplinary Action: Employees who fail to comply with the guidelines set forth in this policy will receive an initial verbal or written warning from their supervisor. If the utilization rate does not improve after the initial warning, the employee will be placed on a Performance Improvement Plan (PIP) outlining specific goals and timelines for achieving compliance. Persistent failure to meet the guidelines after multiple warnings and opportunities for improvement may lead to termination of employment.



Hydro Optimization and Automation Solutions

November 1st, 2024
Falls City, Nebraska
2024 Control System Upgrade
Letter of Intention to Bid

by
Hydro Optimization and Automations Solutions, Inc

Mr. Campbell,

HOA Solutions intends to bid the Falls City, Nebraska 2024 Control System Upgrade Project due on November 7th, 2024.

Hydro Optimization and Automation (HOA) Solutions Inc. is located at 2601 West "L" Street, Lincoln, NE 68522. Our website is <https://hoa-solutionsinc.com>. HOA has been engaged in providing control systems for the Water and Wastewater Industry, including design and assembly of control panels in our UL 508A panel shop, PLC Programming, HMI Configuration, Installation of Control Systems and Service. HOA Solutions has been in business for more than 30 years and has been operating under its current Nebraska Incorporated name for 14 years. HOA has not been subject to any litigation or regulatory action that would prevent us from providing the services for this project.

Thank you for your consideration and we look forward to working with the City of Falls City, Nebraska on this project.

Sincerely,

Ryan Darveau
Design Engineer
HOA Solutions Inc.
ryan.darveau@hoa-solutionsinc.com

(402) 467-3750 (402) 467-1568 (FAX)
2601 West "L" Street, Suite 1 Lincoln, NE 68522



2024 Control System Upgrade

For:



HOA Solutions Inc.

2601 West L Street, Lincoln, NE 68522

Phone: 402.467.3750 | Fax: 402.467.1568

ryan.darveau@hoa-solutionsinc.com | www.hoa-solutionsinc.com

November 7, 2024
Trevor Campbell
City of Falls City, Nebraska
2307 Barada Street
Falls City, NE 68355

RE: 2024 Control System Upgrade

Mr. Campbell,

HOA Solutions, Inc. (HOA Solutions) appreciates the opportunity to propose a solution for the City of Falls City 2024 Control System Upgrade. HOA Solutions has extensive experience with water, wastewater, and lift station control systems. We provide turnkey systems and use non-proprietary equipment and software.

HOA Solutions is a full-service systems integrator, serving Nebraska, Kansas, Colorado, Wyoming, Oklahoma, South Dakota, Iowa, and Missouri. Our team consists of 20+ employees with knowledge in engineering, programmable logic controllers (PLC), supervisory control and data acquisition (SCADA) and human and machine interface (HMI) development, communications networks, variable frequency drives (VFD), and other capabilities. All our panels are assembled and tested in our UL508 approved manufacturer panel shop, located at our headquarters in Lincoln Nebraska. Our total commitment is providing quality solutions and excellent service.

1. Executive Summary

The goal of this project is to provide all of the Control and Networking Equipment needed to seamlessly upgrade the Falls City Water Control System. This proposal provides all equipment for this project, including two Control Panels at the Water Treatment Plant, one Control Panel at the Power Plant, three well panels, two SCADA Computers and networking and SCADA hardware at the collector well site.

2. References

HOA has worked with the City of Beatrice for many years on their Water and Wastewater Control Systems. Along with that experience, HOA also has the following references:

Lincoln Water System Wellfield SCADA Upgrade

- HOA Solutions Inc. swapped the PLC hardware and installed radio communication equipment at 43 different well site locations. Additionally, HOA Solutions Inc. installed two new UPS's and a microwave radio link.
- 2021
- Corbin Harms (Assistant Superintendent of Electrical/Control): 402-471-7571

Central Wyoming Regional Water System (CWRWS) - Casper, Wyoming SCADA Upgrade

- HOA Solutions Inc. provided CWRWS with new programming and SCADA equipment including Radios, PLCs, Redundant Power Supplies, Antennas, and antenna cabling for all 28 well sites as well as upgrading Water Plant PLC with a hot-swap backup while utilizing the existing IO drops.
- 2019-2020
- Brian Schroeder: 307-265-6065 / 307-277-9297
- Mike McDaniel: 307-258-4669

Lincoln Water Distribution PLC Upgrade Phase 1

- HOA Solutions Inc. upgraded the PLC Hardware & Software, panels, UPS's, and control power distribution equipment for pumping stations at 5 different locations.
- 2019
- Corbin Harms (Assistant Superintendent of Electrical/Control): 402-471-7571
-

Omaha Papillion Creek Wastewater Treatment Plant SCADA Upgrades

- HOA Solutions Inc. provided a wastewater control systems upgrade for 11 remote sites including installation of new fiber and converters to 5 remote RTU sites. Additionally, HOA

- added communication modules to 18 VFDS.
- 2018-2019
- Brian Bratetic: 402-651-5873
-

Cloisters on the Platte SCADA Upgrade

- HOA Solutions Inc. was responsible for designing a system that accommodated Civil Controls (water, wastewater), HVAC, Security, Fire, Lighting and Lawn Irrigation into one interface for the entire facility that consisted of 14 total buildings and 8 RTU's. HOA was responsible for making all of these controls accessible for one person with one handheld device.
- 2018
- Chris Egger (Utilities/Facilities Director): 402-499-8760

3. Scope of Work

Water Treatment Plant

- One (1) Master Control Panel
 - New Complete Back Panel as drawn in RFP Drawings
- One (1) Lot of Components for the Filter Control Panel
 - All items listed in the RFP Drawings
- SCADA Computer and Associated Network Hardware
 - All items as chosen by the City in Option A or B

Power Plant

- One (1) High Service Pump Control Panel
 - New Complete Back Panel as drawn in RFP Drawings
- SCADA Computer and Associated Network Hardware
 - All items as chosen by the City in Option A or B

Collector Well

- One (1) Lot of Components as drawn in RFP Drawings

Well Sites (3)

- Three (3) Well Control Panels
 - New Complete Back Panel as Drawn in RFP Drawings

Water Tower

- One (1) Water Tower Control Panel
 - New Complete Back Panel as Drawn in RFP Drawings

Labor and Services

- Procurement of Control System Hardware
- Control Panel Assembly and Factory Acceptance Testing
- Shipping and Delivery to Falls City

4. Project Timeline

All items required for this project are in stock at HOA's facility in Lincoln, or readily available from local vendors. HOA anticipates an approximate lead time of One (1) Month from proposal acceptance for completion and delivery of all control panels and other ancillary hardware to Falls City.

5. Pricing Details

Control Panel Hardware.....	\$112,390.00
SCADA System Hardware Option A: Hybrid.....	\$36,815.00
SCADA System Hardware Option B: Full Cloud.....	\$24,247.00

****Note: HOA Solutions will tie to existing sensors. We will provide sensors at an extra cost to the base bid if not included in the bid. ****

Again this is a turnkey system quote. HOA Solutions does not use any proprietary equipment in our control panels. HOA Solutions' proposed cost includes any subcontractors needed to complete this project, such as electricians. This price includes any and all labor required to build, program, test, and install the equipment listed in Section 3. Travel is also included. Terms and Conditions are listed on the final pages of this quote. All applicable taxes are included.

If you have any questions or concerns, please do not hesitate to contact me. Again, thank you for the opportunity to provide your community with a proposal for your well control system upgrade.

Thank you,

Ryan Darveau
HOA Solutions, Inc.

Please Sign Below:

Signature

Print Name

Date

\$ _____
Approved Total

Warranty:

HOA Solutions warrants for a period of one (1) year from date of the Substantial Completion that product furnished under this contract will be of merchantable quality and free from defects in material, workmanship, and design as determined at the date of shipment by HOA Solution. This determination will be made by generally recognized, applicable, and accepted practices and procedures in the industry, to include any specifications specifically agreed to in writing by HOA Solutions prior to the date of shipment. This warranty is in lieu of all other warranties, whether expressed, implied, or statutory, including implied warranties of merchantability or fitness, and hereby excludes certifications or the like for product performance, use, or design with respect to any standard, regulation, or requirement (unless and to the extent independently approved in writing at HOA Solutions). In addition, the warranty extends only to the Buyer or customer purchasing directly from HOA Solutions or an authorized HOA Solutions distributor. Satisfaction of this warranty, consistent with other provisions herein, will be limited to the replacement or repair or modification of, or issuance of a credit for, the products involved, at HOA Solutions Inc's option, with HOA Solutions to determine the availability of service personnel and any absorption of associated service expenses; such warranty satisfaction available only if (a) HOA Solutions is promptly notified in writing upon discovery of an alleged defect and (b) HOA Solutions' examination of the subject product discloses to its satisfaction that defect has not been caused by misuse; neglect; improper installation; improper operation, repair, or alteration; accident; or unusual deterioration or degradation of the parts.

Terms:

Payment is to be made Net 20 days from the date on the invoice. A service charge of 1.5% per month will be charged on accounts that are 30 days past the invoice date. Work will be suspended on projects that go 45 days or more past invoice date.

Payment Schedule of Approved Total:

25% payment required at time of purchase order.
50% payment at the time of equipment delivery.
15% payment at the time of startup/commissioning.
10% payment at the time HOA has completed punch list.

Trips:

HOA has included trips for delivery for these projects. When a project is decided on, the final contract will have the number of trips included. Proper correspondence and preparedness by all parties will be required to avoid unnecessary trips to the site. Additional trips by HOA due to

equipment not being properly installed and wired, or the inability to perform our duties due to lack of preparation by other contractors or project leader are subject to charge.

Taxes:

Applicable taxes are included in this proposal.



SNOW & ICE CONTROL PLAN

Version 10.28.2024

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GENERAL

All snow and ice control operations are considered emergency in nature because public safety is involved. Consequently, regardless of the time of day or day of the week, the work is accomplished as expeditiously as possible. In order to achieve this level of service, long range planning and equipment readiness are undertaken by the Operations and Maintenance Sections. Short range operational planning is done by these sections every time weather forecasts indicate a potential for adverse weather.

Short term advance preparation is often difficult because of the infinite variety of conditions that can occur during the long snow and ice season. The snow and ice season in Nebraska can begin as early as the middle of November and last until the middle of April. While storms can occur outside of these time frames, they are the exception rather than the rule. The rate and accumulation of snowfall moisture content; temperature during and after a storm, pavement temperature, wind direction and velocity during and after the storm, duration of the storm, time of the day or night as well as day of the week, and intervals between storms all interact to make each storm unique in many aspects. Therefore, while a plan exists and there is a standard method of operation, there must be enough flexibility within the plan to provide for any difference or contingency as it arises.

Generally, the greater the snow accumulation, the greater the problem and the more complicated the operational response becomes to ensure proper clearance of streets/sidewalks. However, a snow plan based on snow depth alone would be much too simplistic to be effective. For example, a rapid rate of snow accumulation can close streets before plows can get to them. High winds can quickly cause drifting and block streets while continued wind can make re-plowing of already cleared streets necessary. Heavy, wet snow is more difficult for plows to push than light dry snow; therefore, the time it takes to complete an operation is lengthened.

Timing and temperature can also complicate the operation. A storm during a weekday rush hour is harder to combat than one which occurs early on a weekend day simply because of traffic patterns and congestion. A moderate snowfall on warm pavements may melt quickly when salt is applied. However, a comparable snowfall in inches during sub-zero weather may require plowing and several applications of de-icing material (salt, (sodium chloride) or sand/salt mix), before satisfactory road conditions are achieved.

All factors need to be considered when Managers are formulating plans for each and every snow and ice control operation, when evaluating the effectiveness of a specific operation and the effect any operation has on minimizing a storm's impact on the Community.

GOALS

1. Minimize hazards of slippery road conditions to motorists and pedestrians through tried and proven methods of snow and ice control on City streets.
2. To reduce economic losses to the community and industry caused by workers and commercial enterprises not being able to get to their jobs, and receive/make deliveries.
3. To facilitate handling of emergencies by Fire, Police and Emergency Services activities in winter months.
4. To restore normal traveling conditions for the convenience of the general public as soon as possible after each winter storm event.

CLASS OF ROADS

For snow and ice control purposes, there are three (3) distinct classes of roads which are maintained at different levels under the City's winter road maintenance policy. These are listed in priority order as follows:

Main Streets / Lifelines - These include mass transit routes and arterial for through traffic as well as residential streets having unusual geometry, such as hills and curves. Also, included are routes to emergency facilities (Hospital, Fire and Police Depts.).

Residential Streets - These include lesser traveled streets as well as dead ends streets and service drives.

Alleys - Alleys are the lowest priority for snow and ice control and will receive services only after main and residential streets have been completed.

Parking Lots/Sidewalks - Parking Lots are cleaned at the time area streets are being cleared. Hauling is done as a separate operation on both main and some residential streets.

PLAN STATEMENT

The City of Falls City will attempt to keep roads passable even during heavy snow events. We will achieve near bare pavement surfaces as expeditiously as practical, following every storm. This may be achieved through chemical means with the use of salt (sodium chloride), sand/salt mix and possibly calcium chloride (if temperatures are below 15 degrees F, mechanical means (snow plowing), or a combination of both.

During a storm, arterial streets through the business district receive priority followed by other main streets and certain collector streets. These streets are salted and/or plowed to achieve as bare a pavement as possible given the weather conditions as they exist at the time.

Once the mains routes are cleared and in passable condition, residential streets are cleared. **This may not happen for several hours after a significant snow event.** These streets are cleared to as bare a pavement as possible, then de-icing material is applied to the roadway with consideration for resource conservation, facility protection and environmental concerns. Plowing, if necessary, is generally within one foot (1') of the face of the curb.

Alleys are plowed to their full width, one pass in one direction with a V-plow, so that the snow is equally distributed. Alley ends are re-opened after the streets are plowed.

WHEN TO PLOW

The decision to plow is typically made by the Public Works Director and/or his/her designated representative by recommendation of the Street Foreman. The decision whether to plow the streets, apply salt or sand/salt or both is not a straight forward matter. It is the responsibility of the Street Foreman to evaluate the conditions of each storm occurrence. The Street Foreman may decide to wait until the following morning to plow if the snow ends in the late evening or night, even if the snowfall is substantial. Several things are taken into account when making this decision. Ultimately safety is paramount when deciding when to plow; our plow equipment consists of very heavy, powerful and large equipment. Our operators must be vigilant and well rested before starting to plow.

When the storm has accumulated any ice making surfaces slick and/or snow accumulation of a minimum of one inch (1"), the plowing procedures for emergency routes (Priority Level 1) shall commence immediately by the Snow Control Team. The Falls City Police Department will monitor the street conditions and contact the on-call staff of the Street Department once street conditions are believed to warrant snow/ice control operations. The on-call street team member will then contact the Snow Control Team to report to duty. If accumulation is expected to be less than two inches (2") only the emergency routes will receive plowing/control procedures.

When the storm has or is projected to snow greater than two inches (2") by 5 A.M, the plowing procedures for routes of residential streets (Priority Level 2) begin at 4 A.M. When the storm has or is projected to snow greater than two inches (2") by 8 A.M, the plowing procedures for residential streets (Priority Level 2) begin at 7 A.M. or only a portion of the crew is called in early to concentrate on ice conditions. When the storm has or is projected to snow greater than two inches (2") between 7 A.M and 4 P.M, the plowing procedures for residential streets (Priority Level 2) will begin once snow has accumulated approximately two inches (2") or only a portion of the crew is called in early to concentrate on ice conditions. For more severe snowfalls or during an event, the crews are concentrating on keeping routes open at the safest possible level and a complete snow plowing operation may begin the next day.

Snowstorm hazards can be declared during severe storms as recommended by the Street Foreman and approved by the Public Works Director and/or his/her designated representative. During these events, plowing operations may be suspended until we can effectively conduct a plowing operation. During these periods, two (2) employees will remain available at the Municipal Services Building to ensure that emergency services (Police, Ambulance, Fire, etc.) can respond to all locations in their service areas.

PRIORITY SNOW & ICE CONTROL

Falls City's Snow and Ice Control Plan is based upon a priority system and designated routes. That is, those streets which have the highest priority receive the first attention. These streets are often classified as Emergency Routes and City Parking lots because of their proximity to both residential and commercial areas and of the need to allow accessibility for emergency vehicles, allow normal business operations and are situated so that most residents can gain access to a plowed street within a few blocks from their homes. Next, the snow and ice control operations concentrate on the less traveled collector streets and finally the residential streets and alleys. The routes are not changed for each event, therefore, those residents last on the route could consistently be the last. The exact route may change due to a different driver covering the route during an employee's absence. A summary of the priority is as follows:

- Priority Level 1 (Icy Conditions and/or 1" of Snow Accumulation)
 - Emergency Street Routes
 - Parking Lots & Sidewalks
 - Fire/Ambulance Hall
 - City Hall
 - Downtown Public Parking Lots
- Priority Level 2 (Snow Accumulation exceeding 2")
 - Collector Street Routes
 - Paved Alleys
 - Dead End Streets
 - Parking Lots & Sidewalks
 - Prichard Auditorium | Pioneer Park | Stantons Lake | Legion Park | Dallas Jones Memorial Park | Grandview Park | Water Tower Park | Library
 - Public Parking Sidewalks at 1514 & 1614 Chase
 - Steele Cemetery
- Priority Level 3 (As Needed)
 - Rock Alleys

DOWNTOWN BUSINESS DISTRICT

Equipment will be assigned to the downtown area immediately after a snow storm. The snow equipment will operate to ensure the removal of snow from the downtown business district at the same time as the plow operators start. Snow shall be stored near the curb or at the corners of the block until removed. Business owners are encouraged to clear pathways through the snow storage area at the start/end of each parking space and pile snow on snow plow windrows. Business owners shall not push snow from sidewalks into the street after street has been cleared and snow hauled offsite however we encourage property owners to push snow from their sidewalk into the snow piles created by city staff located in the corners of the blocks.

The downtown areas are a top priority by this equipment at the outset of the snow removal operation. Snow from the streets is pushed to the curb lines, allowing parking in the parking lanes, and removed as soon as feasible however removal may not be performed until the subsequent evening.

SNOW HAULING

Snow from the downtown business district is removed after roads have been plowed and when there has been sufficient snowfall to warrant the removal and when the conditions are right. In the past, this is typically when the snowfall is in excess of four inches (4") and temperatures are low enough to crystalize the snow. However, if the quantity of snow is in excess of four inches (4"), the snow will be hauled away regardless of the temperature. Snow will be hauled to the stock pile locations detailed in the attached Apendix's. Snow removal may be delayed when short range forecasting predicts that additional snow will require plowing. Snow is typically not hauled on Saturday or Sunday mornings. The majority of the snow hauling is done outside of business hours to eliminate conflicts with traffic and parking. An alternative to parking on the street is provided for immediately by the Department's plowing of public parking lots and ensuring that the sidewalks are fully cleared.

ICE CONTROL PROCEDURES

The objective is to complete salting operations for all the main streets and city owned parking lots/sidewalks no later than 10:00 AM on weekdays and weekends unless the timing of the storm makes this impossible. This depends on when the storm begins and ends.

The following is a check list for the Public Works Director or Street Foreman to help guide them through an Ice Control Operation and ensure that all procedures are being followed:

****Salting will not typically occur during a snow storm until after the snow has stopped; it is typical to plow more than one time during a storm. Plowing a salted street is wasteful, costly and ineffective****

1. The Police Department will notify the On-Call Street Phone to inform the on-call team member that road conditions warrant the start of the salting procedure.
2. Prior to calling out the full Snow Control team, the on-call street team member shall make observations of road conditions as you report to duty. If you suspect localized problems not present in the entire City, patrolling police squads may be contacted by radio through the dispatcher for additional information. This could save valuable time for certain types of storms such as localized ice storms.
3. Begin calling in personnel in accordance with the appropriate snow control roster:
 - Plow/Salt Truck Operators
 - Skid-Steer operators, Loader Operator & Tractor/Blade - to clean Municipal Services lot and load trucks with salt
 - Fleet Mechanic if needed
4. Upon arrival at the Public Works facility, report to the Street Foreman to be sure that the callout is proceeding according to the roster and the appropriate number of operators have been called.
5. If the operation is related to a major storm the Street Foreman will prepare a Storm Report Form.
6. Hand out assignments in the usual salt route priority order unless special instructions have been given by the Street Foreman. The areas are dispatched in the following order:
 - Priority Level 1 - Emergency Street Routes
 - Priority Level 1 – On-Street Parking & Parking Lots
7. Once the driver has been made aware of how they are to handle the route assignments, they must check the equipment they are assigned to. Adjustments are made on the insert bodies. Gates are usually cranked open when the trucks are washed and may need to be reset at the beginning of an operation.
8. Proper spreader setting of each individual salt spreader is done to avoid using more salt than necessary depending on the severity of the storm. Proper setting also reduces wasted time by not spreading a sufficient amount.

9. It is best if the Street Foreman can be behind the spreader in order to observe first hand that the amount of salt discharging and pattern of salt spread is correct. The Street Foreman should observe each route as early in the operation as possible as well as remind operators to look for themselves.
10. Continue observation in the field, to spot check routes and make any adjustments necessary either to spreader adjustments, spinner speeds or if another route driver needs help plowing
11. Stay in contact with the Street Foreman and provide progress statements so that they know what is happening with the operation. The office is in the position to communicate information both to the public and the operators.
12. When snow is becoming significant or there is more than one inch of snow on the pavement, you may want to consider salting and plowing at the same time. Contact the Street Foreman at this point.
12. If the snow continues to accumulate, you are in doubt what action to take next and snow plowing seems eminent, contact the Street Foreman immediately. (If for any reason Street Foreman is unavailable, contact the Public Works Director). In general, if the snowfall amounts are such that the need for a plowing is borderline, a decision to plow should be made!
13. Operators should make out Salt Area forms after salting has been completed.
14. Schedule spreader maintenance of the salt spreaders as soon as practical after an operation.
 - Wash spreader after every use. Make sure no material is left under auger/ chain and/or inside trough.
 - Inspect and retighten fasteners after every 5-7 hours of operation.
 - Lubricate bearings every 7-10 hours of operation using general automotive grease.
 - Inspect terminals/connectors every time you disconnect spreader from wire harness. Apply thin layer of dielectric grease on terminals. If any tarnish/corrosion is found, clean terminals and apply dielectric grease.
 - Use dielectric grease on all electrical connectors before an electrical connection is made or after connector is disconnected
 - Empty the spreader of all ice control materials when not in use. Wash out the spreader to prevent material builds up.
15. Operators must check trucks and salter. Lubricate required equipment after each storm in preparation for next storm

Prior to the start of the snow season, the drivers will coordinate with the mechanic to make sure that the spreader trucks are properly calibrated to discharge 500 lbs. per mile. The way the routes are designed, this means an average of 250 lbs. per lane mile of road.

SNOW PLOWING OPERATION

The City of Falls City's objective is to achieve near bare pavement as quickly as reasonable by utilizing either chemical or mechanical means or both while considering resource conservation, facility protection and environmental concerns.

- 1. Weather Monitoring:** It pays to stay on top of the weather during the winter months for several reasons. It helps in projecting work assignments, especially where the temperature may have an effect on what is being planned. As managers we need to know what type of weather is in store. We need to make sure that we are available if needed for a large snow storm. Or, if we should stay close to a phone on any given day or night when an operation might be necessary.

The City of Falls City monitors winter weather forecasts and conditions from three or four primary sources which the Public Works Director and Street Foreman can check:

- a. Local News Stations: These are generally good for getting a long range forecast.
 - b. Cable Weather Channel: Good for 24 hrs. advance forecast.
 - c. National Weather Service: Has the most up to the minute forecasts.
 - d. By visual check of road conditions.
- 2. Training:** The Department of Public Works will hold an annual training session on snow plowing. Audio and visual aids may be used to illustrate some of the techniques discussed during the training.

This training should take place prior to the start of the winter season and should involve everyone who will or could possibly operate equipment for the Department during the winter season. While some of the material is rather basic information, it never hurts to review it so that everyone is operating under the same premise.

In addition to the formalized classroom type training, a second segment which often may be overlooked but is equally as important if not more important than the classroom situation is to physically drive the routes. For those operators who have permanent route assignments, time should be taken to allow them to drive their route prior to the winter season. They should look out for potential hazards such as low hanging branches, raised manholes, etc. The driver should note any hazards that can be repaired or corrected prior to winter snow plowing season. If repairs are not made prior to winter plowing season, drivers should note any hazards on their snow plowing area map to inform substitute drivers. This map should be kept in their trucks/equipment at all times so if any other hazards are noticed they can be added to the map. A copy of this map must be filed with Street Foreman whenever hazards are noted or corrected.

- 3. Manpower and Equipment Assignments:** Each fall the Street Foreman develops a Plowing Roster, which contains the names, phone numbers, equipment truck number, radio and contact info of all personnel who have regular assignments during a plowing operation. While management tries to keep in mind operator preference for routes and vehicles, equipment is generally assigned to routes for specific reasons. The roster also contains names of extra personnel (those who do not have regular assignments) who can be called on in an emergency to fill vacancies on regular routes due to absences. The Public Works Director or Street Foreman will make adjustments as necessary. Having the same person on the same route with the same equipment helps develop a familiarity with the route, which in turn leads to more efficient plowing.

4. **Equipment:** Prior to the startup of a snow plowing operation, the Public Works Director or Street Foreman checks with the Maintenance Mechanic to see if any of the front line vehicles normally used in the plowing are inoperable due to pending repairs. When this happens, replacement vehicles are used. A list of the equipment which is used for snow plowing appears in the attached Appendix's.

The use of extra or specialized equipment may sometimes be necessary because of events during a particular storm. At least one front end loader and/or skid steer is used to load ballast/salt on dump trucks and the others are used as needed to clean up dead ends, parking lot snow piles and downtown snow piles. Most of the specialized equipment is used after a storm and will be discussed under cleanup operations.

5. Plowing Routes

- a. **General Instructions:** There are a series of general instructions that must be given to plow operators at the beginning of each operation as a reminder of what must be done. The objective should be to clear accumulations of snow and/or ice from the streets and get as close to the curb as possible the first time through the streets, so that individuals who must clear their walks and driveways are not unnecessarily inconvenienced. Supervisors must check to make sure that drivers are plowing close enough to the curb. If not, they should be sent back immediately to re-do that section of the route that is determined as not being cleaned close enough to the curb.
- b. **Efficient Plowing for Plow Operators:**
 1. Be sure to clear all streets from curb to curb. If there is a furrow down the middle of the street because of incomplete plowing, make sure it is removed. Get close enough to rural type mailboxes so that mail delivery can be made, generally 1 foot (1') from curb face. If the blade is equipped with a plastic plow guide, the guide should occasionally be hitting the tops or sides of the boxes. This will assure that the trucks are close enough to the curb.
 2. Always travel with the blade down when going from one destination to another unless the street is clean. Plow a travel lane or clean up to the curb.
 3. Whenever possible, layout the route to plow snow to the North and East side of the roadway thence after to the South and West side of the roadway.
 4. Be sure to communicate with the Public Works Director or Street Foreman if you must leave the assigned route area or have a mechanical breakdown. Being away from your route without prior approval may result in disciplinary action.
 5. Any accident or property damage (including parked vehicles, mailboxes, fences etc.) must be communicated immediately to both the Dispatcher, the Public Works Director or Street Foreman. Property damage accidents must have a Police report filed unless the Police Department approves otherwise because of other emergencies. In this case, be sure that the Public Works Director or Street Foreman has had a chance to investigate before any of the parties leave the scene.

6. Notify the Street Foreman when the route is completed before starting clean-up plowing. It may be necessary to re-assign you to help plow a different route, therefore delaying the final clean up on your route.

6. **Route Sections:** The entire City has been divided into four (4) separate sections or routes. The Public Works Director or Street Foreman must make every effort by calling all personnel, extras and outside drivers to have a full complement of persons and equipment.

A map is available of each route that encompasses the entire area to be plowed. Each map shall have additional information about the routes attached to it. For example, the proper side of the street to push snow, special problems such as driveways close to the ends of dead ends to be aware of, a host of similar problems. Streets are plowed in order of priority. Each route is a separate section. This is done in order to make it easier to keep track of where trucks are working, how much has been done and what is left to do. It is important that the drivers and Public Works Director or Street Foreman working during the storm communicate regularly with each other. Progress reports are necessary so that manpower and equipment can be shifted to where it is needed most.

7. **Downtown Stone & Chase Street (14th to 19th):** The downtown business area of Stone Street & Chase Street driving lanes will be plowed by the route truck as best as practical. Immediately after the plow truck has cleared this zone, the skid-steer(s) and/or front end loader(s) shall push the snow along the on-street parking, curb lines to the end of the block to not block pass thru traffic. Ideally, snow will be piled in the on-street parking at the end of the block to be later hauled offsite outside normal business hours as to not impede with downtown business operations and safety of city staff and citizens. Property owners are encouraged to place snow from their sidewalks into the curb/gutter area if the city street has not been cleared or push the snow from their sidewalk to the designated on-street snow pile locations. Property owners shall not push snow into the curb and gutter area after streets has been cleared.

8. **Parking Lots:** Parking lots may be plowed by the route truck or in most cases by skid-steers and/or front end loaders equipped with box blades. A list of lots for which the City has responsibility, the plow route on which they appear, and any other special notations needed for the winter season is attached. It is the Department's policy that parking lots be plowed prior to the time at which they are normally used. Therefore, operators should be taking place on a workday. A special note needs to be made relative to the City Fire Department, City Volunteer Fire Department, Volunteer Ambulance Squad and Rural Fire Department facility accessways. (Plowing operation should not block Emergency Personnel driveways and lots.)

9. **Cul-de-sacs:** Large cul-de-sacs provide a challenge to abutting property owners due to the size of them and the lack of area for the snow to be plowed to. It is typical to make one pass in the cul-de-sac and push the snow with a straight blade into a lawn area around the perimeter. In some cul-de-sacs this is not possible due to landscaping or property owners not wanting a large pile of snow in their lawn. This results in a significant amount of snow plugging the ends of driveways. When the city has received more than four inches of snow the route truck operator will make the first pass along the curb pushing outward. Subsequent passes shall push the snow into a pile in the middle of the cul-de-sac. After the snow storm passes City crews will remove the piles from the center of the cul-de-sacs.

10. Alleys: Alleys throughout the City are plowed with a truck outfitted with a V-plow. The plow blade is typically set on the V setting to give equal distribution of snow on each side. Alley ends will be opened by a loader, one ton or ¾-ton truck or skid steer, whichever becomes available first. It is important that speed be reduced while in the confined spaces of alleys. Watch carefully for obstructions such as walls, fences, etc., which if damaged will result in expensive claims paid by the City.

11. Dead Ends: Many of the dead ends or cul-de-sacs will be plowed by a regular plow truck on the route is to open these areas as much as possible without blocking driveways or alley openings. For a small cul-de-sac, the best method is to back into the bulb and push the snow out and to the side. If the bulb is large enough to make the turn, backing may be unnecessary. The same is true for dead ends. Several of these dead ends have barriers to prevent accidents. Care should be taken when plowing snow against these barriers so that they are not damaged. Snow will be pulled from the dead ends as time permits.

12. Recording Progress: One of the goals is to be able to better chart the progress toward completion of snow plowing on a City wide basis. This means developing routes that will always be plowed in the same manner. This will enable the Public Works Director or Street Foreman in charge with overseeing the operation to determine the progress of each route.

The Public Works Director or Street Foreman will be able to keep the Municipal Services office informed as to areas completed, who in turn will be better able to respond to calls from the public. This process will provide everyone with better information from which to answer questions regarding a specific plowing operation. In addition, it will be easier to make equipment/manpower re-assignments from routes which are completed to those which still have work left to do.

However, the most important objective in reporting progress is to provide for a more balanced operation and one which has a better chance of achieving the goal of finishing the entire City at about the same time. Based on past and accurate information, plow power should be balanced so as to avoid specific areas always lagging behind or being the last to be plowed.

13. Handling Emergencies: During a storm, there may be a need to respond to an even greater emergency than just the snow on the ground. Calls from the Police or Fire Dispatchers are to be forwarded to the Street Foreman for disposition immediately. These may include such things as opening pathways or driveways for emergency vehicles on roadways or parking lots that have not yet been plowed, or providing access for uniformed personnel for some other type of declared emergency.

The Street's Foreman is also to notify the Public Works Director immediately in emergency and needs ingress or egress to/from a particular location. The drivers will make every effort to accommodate these types of calls. These items are a priority and need to be handled immediately, even if it means the temporary re-assignment of equipment.

It should be noted here, that such things as routine doctor appointments or other non-emergency type visitor appointments will not receive this type of service at the height of a snow emergency.

SNOW CLEAN UP

Several important elements are included under the heading of snow clean up. There are actually two types of cleanup which are generally practiced after each plowing operation.

First, take care of snow islands, areas of snow where vehicles or other obstructions prevented the snow from being completely plowed or widening areas where the snow was not completely pushed back to the curb. This is also the time to push snow back at intersections where there are no sidewalks to block. Caution must be taken not to push snow onto fire hydrants or damage other types of street furniture. The second is when all the streets on the routes have been plowed curb to curb, operators turn their attention to preparing their equipment for snow hauling from the Business District and City parking lots.

1. General Instruction:

- a. Clear windrows (plow furrows which might impede traffic from corners and intersections).
- b. Be sure that all crosswalks at Business intersections have been cleared.
- c. Clear all right and left turn lanes for their full widths. Also, all school drop-off lanes should be cleared.
- d. Make sure that snow is pushed close enough to the curb in front of mailboxes so that delivery can take place.
- e. Clear any snow islands (areas which were not plowed the first time because of a parked automobile) which remain on the route.
- f. Mark down and make the Public Works Director or Street Foreman aware of any special problems which may exist and need extra attention during daytime clean up following the storm.
- g. It is impossible to plow the streets and not leave a furrow across driveway approaches. Use good judgement and try not to fill in driveways especially during clean up and after the approach has been cleared by the resident.
- h. All snow hazards must be cleared from the route before reporting as complete to your Public Works Director or Street Foreman.

2. Snow Hauling: The first area hauled is the Downtown Business District, with this operation typically starting outside of normal business hours. The parking lots can be cleared if needed pending snow accumulation and meltdown.

There are several locations where snow is temporarily stored during an initial plowing operation and then later removed at a more convenient time. Removal from these locations is usually a daytime operation and follows within the first few days after a storm. The following is a list of locations which are checked regularly after each storm to see if any hauling needs to take place:

- a. Cul-de-sacs after a significant snow event
- b. All City Parking Lots
- c. Library Parking Lot
- d. School Areas (along streets)
- e. High visibility corners (Corners needing wide vision triangle)

Following several successive snow storms with no thawing or unusually large storms, there may be other areas which might need to have snow hauled in order to maintain free flowing traffic conditions or reserve room for future snow storms. The Public Works Director or Street Foreman can direct additional hauling from areas they deem necessary.

PLOW VEHICLE PREPARATION, INSPECTION & CLEANING EQUIPMENT

Mounting Blades: If the plowing takes place during the day or is scheduled well in advance, the mechanic tries to mount as much equipment as possible in the time allowed. He will be assisted by members of the Street Department. Those trucks with blades not mounted will have them attached by the person assigned to the vehicle. If assistance is required, another operator or the Mechanic can be called upon. Wings on graders are mounted by the operators with assistance from other personnel or the Mechanic.

The Public Works Director or Street Foreman will direct personnel when to dismount the plow blades. They may remain on the trucks at the end of an operation if the Public Works Director or Street Foreman expects to use the vehicles for clean-up operations. When all of the plowing and clean up has been completed, personnel will be assigned to make sure that all blades are off the trucks, properly stored (elevated so that the mounting can be accomplished without any problems), that the plow hoists on the truck are retracted (this prevents rusting). Each blade should be stored directly in front of the truck to which it is assigned.

Report of Mechanical Failures or Truck Damage: Whenever an operator has mechanical failure, he should communicate this to the Public Works Director or Street Foreman as soon as it is safe to do so. Sometimes repairs can be made in the field. At other times, the driver will be requested to bring his truck to the garage for repairs. It is important that the Public Works Director or Street Foreman be made aware of trucks which are broke down either by the driver and or the Streets Assistant. If the repair will take a long time or the mechanic is unable to make a repair for whatever reason (usually the unavailability of parts), the Public Works Director or Street Foreman should re-assign that driver to a spare plow vehicle.

It is important that before the driver is re-assigned, he has filled out the written repair request form to indicate what the problem(s) are with the truck. Make sure that vehicles which are inoperable do not block the aisles in the garage and impede the free flow of traffic. Repair slips which should be made out by the driver if there is no mechanic and given to the Public Works Director or Street Foreman.

PLOW DAMAGE REPORTING:

To assure that plows remain in good repair, they should be inspected periodically. Plow blades are to be examined before mounting to make sure that some blade edge remains and the plow itself will not be worn away during the operation. The operator should also inspect the plow during the operations to make sure that they have not worn the blade too far. Finally, at the end of each operation, the operator should inspect the blade for any damage. These plows are re-inspected again as they are dismounted from the truck and put into re-mounting position.

When damage is found to either the blade or the plow itself, a yellow crayon should be used to mark the damage. If there is damage to any of the hoses, springs, or hydraulic rams, it may be easier to indicate where the damage is by showing it to the mechanic. Blades that are used up will be replaced by the operator, with assistance from other personnel. Blades will be repaired by Maintenance and Street Department personnel will be assigned to make sure that the repaired blades are placed in front of the correct trucks before the next storm.

ASSOCIATED SNOW ACTIVITIES

There are several activities which surround the snow plowing and ice control season. Some of these are only indirectly related but nevertheless should not be overlooked.

1. **Snow Fence:** Snow fencing is used in areas that have a lot of drifting or blowing snow. It should be placed so that the snow is dropped by the fence prior to reaching either the sidewalk or roadway area. Because Falls City is largely developed, there are not many locations where snow fencing is needed. Fencing is erected in late Fall, preferably after there is some frost in the ground so that the stakes which are pounded into the ground are not easily removed and taken down again in spring of the following year.
2. **Sidewalks:** The City has an ordinance that each property owner is responsible for his/her own sidewalk/crosswalk adjacent to their home. If the snow or ice is not removed in a timely manner this Ordinance can and is enforced by the Code Enforcement. If the sidewalk/crosswalk area is not shoveled, the Code Enforcement Officer will have the work done by City crews, the cost of which is borne by the property owner. The work is expensive because of the labor and equipment used. It is less costly if the property owner clear the snow/ice themselves or to contract with a service. Sidewalks which are the responsibility of the City are plowed and or salted by the Street and Parks Department.

DAMAGE COMPLAINTS

Due to the nature of snow plow work, there are going to be times when accidents occur. The first priority should be to prevent these occurrences. However, when they do take place, the next response by the Public Works Director or Street Foreman should be to thoroughly investigate the circumstances surrounding the accident or property damage. While this may be difficult to do in the middle of a storm, it is important to try and get to the scene as soon as possible, so that all of the precipitating events can be accurately recorded. The following is a listing of some of the more common types of damage which can occur and procedures for investigating/resolving them:

1. **Mailboxes and/or Fences:** Plow truck operators try to make the mailboxes accessible, however on occasion they may knock one over or hit one. Operators must report these occurrences to the Public Works Director or Street Foreman. The Public Works Director and Street Foreman must also realize that mailboxes can be knocked over without the driver being aware of the fact. It is important to investigate each and every occurrence. We do not replace/repair boxes that were damaged by the snow, only those actually hit by the plow.

Reports on either mailboxes or fences may come from a citizen rather than a driver. If this occurs, investigate the incident as soon as possible. If it is clear that the damage was done by one of our truck plows striking a mailbox, check if it is possible to repair the damage using Street Dept. personnel.

If not, have the resident make out a claim form at the City Clerk's Office. Be sure to document each time you investigate such damage. The best method is to write up a small report and attach a picture of the scene.

It is the City's policy to pay for damage done when a mail box or fence has been struck by a City vehicle. However, if the damage was done by the weight of the snow being pushed to the curb or alley line, the City does not honor such a claim. Be sure to keep this in mind during the investigation. This makes it very important for residents to clear snow away from their mailboxes. If the snow is cleared it allows snow discharged from the plow to flow around the box and post. If there is a lot of snow around the post the snow will often push the box directly up and off the mount.

2. **Vehicular Damage:** Any time a City truck is involved in an accident with another vehicle, the appropriate law enforcement officials must be notified to investigate at the scene. It is important that all accidents are reported no matter how minor. It is a violation of the law if accidents are not reported to the proper authorities immediately. It is important to have a written record on file for any future claims against the City which may be initiated.

Drivers must also report any damage done to the vehicle they were driving when the accident occurred. Maintenance should be consulted as to whether it is necessary for the truck to be brought into the garage immediately or if the damage can be inspected at the end of the operation.

3. **Lawn Damage:** Most lawn damage will occur because a truck's plow blade rides up and over the curb and rips up the sod adjacent to the curb. This occurs more often in early or late snow storms when there is little or no frost in the ground. Repairs to sod are made on a complaint basis only. The reason for this is that oftentimes if the sod is merely ripped up, it can be replaced in the spring and will take root without having to re-lay new sod.

The Street Foreman should make a list of any properties where damage claims have been registered and are legitimate. These are kept until spring for sod repair. When a resident submits a claim it should be investigated and the resident informed as to if it will be repaired by the City along with some idea of the time frame in which the repairs will be made.

4. **Curb Damage:** Curb damage is also investigated on a complaint basis. If the damage was done by the City plow, the damage should be repaired by the City. These complaints should also be investigated promptly, the owner notified of the disposition and give some idea of when to expect the repair to be made. Curb damaged by others, will be billed to that individual. These repairs should be done as soon as possible in the construction season.

CITY OF FALLS CITY
MUNICIPAL SERVICES
2307 BARADA STREET
FALLS CITY, NE 68355
(402) 245-2851

DATE _____ STORM REPORT # _____

TYPE OF STORM: _____ Snow _____ Ice _____ Rain _____ Wind

TIME OF STORM: Began _____ Ended _____

TYPE OF OPERATION: _____ Plowing _____ Salting _____ Sanding _____ Hauling/Removal

TIME OPERATION: Began _____ Ended _____

TYPE OF SNOW: _____ Wet _____ Dry _____ Combination DRIFTING: _____ None _____ Light _____ Heavy

TOTAL SNOWFALL: _____ INCHES TOTAL RAINFALL: _____ INCHES

POLICE NOTIFIED: _____ START

FLOODING: _____ None _____ Light _____ Heavy

TEMPERATURE: From _____ F To _____ F

LOCATION: _____ Area Wide _____ Partial _____ Intersection

MATERIALS USED: _____ Salt _____ Sand _____ Brine

LOADS OF BRUSH COLLECTED: _____ 1-Ton _____ Tandem Axle

EQUIPMENT: _____ Tandem Axle _____ Single Axle _____ Grader _____ Loader _____ Trackless
_____ Salter _____ Salter w/ Spray Bar

COST:

LABOR: _____ No. of Employees _____ Total Hours \$ _____

MATERIAL: _____ Tons of Salt @ \$ _____ Per Ton \$ _____

_____ Tons of Sand @ \$ _____ Per Ton \$ _____

_____ Gallons of Brine @ \$ _____ Per Gallon \$ _____

TOTAL COST \$ _____

EQUIPMENT DOWN: _____ LENGTH OF TIME: _____

REASON FOR DOWN EQUIPMENT: _____

SUPERVISOR COMMENTS & RESIDENT COMPLIMENTS/COMPLAINTS: _____

DISPTCHED BY: _____ REPORT COMPLETED BY: _____

REPORT REVIEWED BY: _____, Public Works Director Date: _____

SALTING AREAS

DATE: _____ TIME: _____ CALL TIME: _____ CALLED BY:

EMERGENCY ROUTE _____

PARKING LOTS _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

SALTING AREAS

DATE: _____ TIME: _____ CALL TIME: _____ CALLED BY:

EMERGENCY ROUTE _____

PARKING LOTS _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

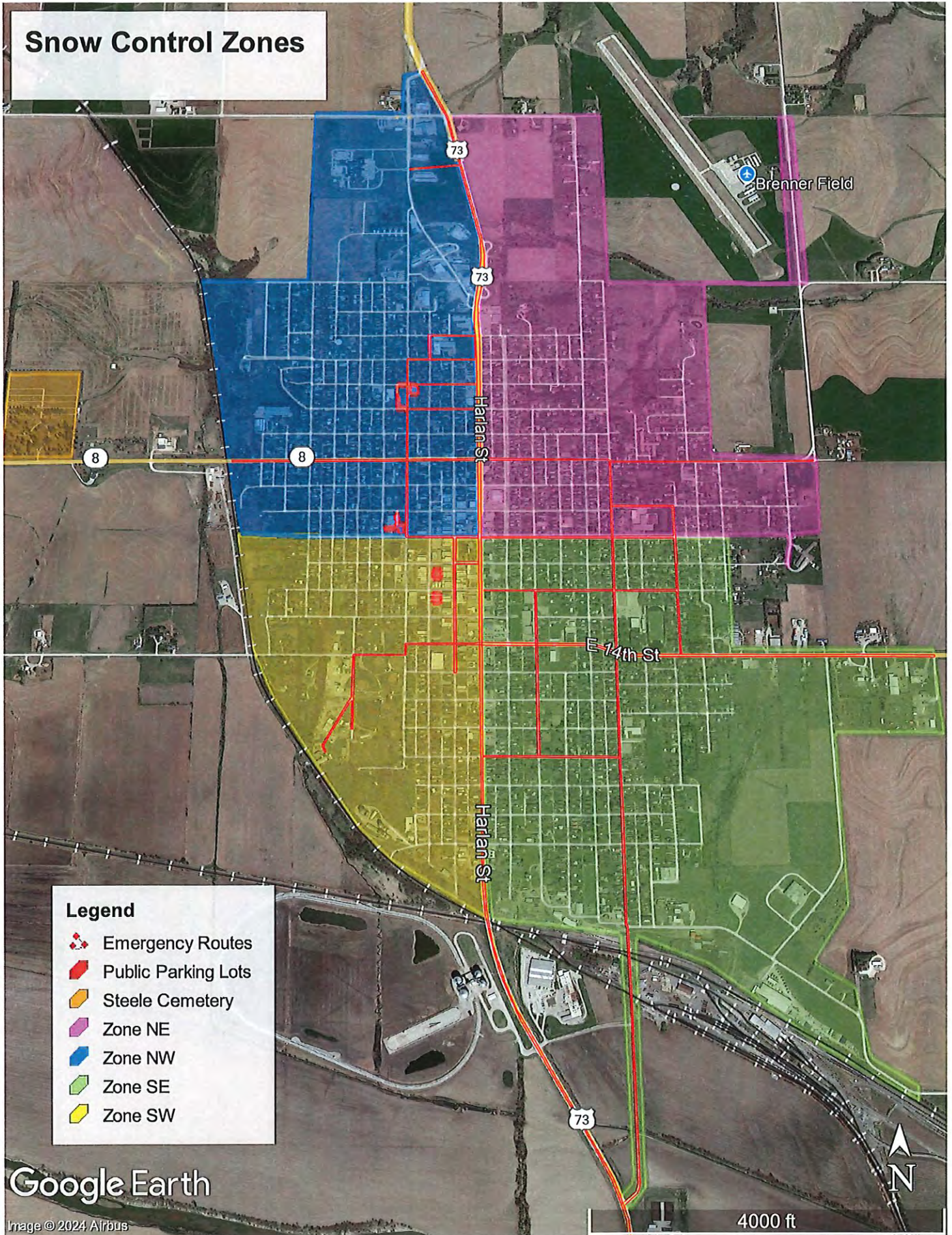
TRUCK # __ LOADS SALT: _____ SAND _____

TRUCK # __ LOADS SALT: _____ SAND _____

Plow Vehicles

Vehicle	Capabilities (Plow, Wing, Salt, Brine, V-Plow, etc)
Unit ?? – ¾ Ton Pickup	V-Plow 10', Salt
Unit ?? – ¾ Ton Pickup	V-Plow 10', Salt
Unit ?? – ¾ Ton Pickup	V-Plow 10'
Unit ?? – 1 Ton Pickup	V-Plow 10'
Unit ?? – 1 Ton Pickup	V-Plow 10'
Case 621F Wheel Loader	Snow Pusher Plow 12', Bucket
Unit ?? – Bobcat Skidsteer	Rotary Broom, Bucket, V-Plow
Massey Ferguson Tractor	Adjustable Plow 12'
Case 621F Wheel Loader	Snow Pusher Plow, Bucket

Snow Control Zones




Google Earth

Image © 2024 Airbus

Snow Hauling Sites

Snow storage sites for duration of season.

Legend

 Snow Pile Location

Gravel Parking Lot - 10th/Morton (Primary)

Old Tree Dump Site (Secondary)


Google Earth

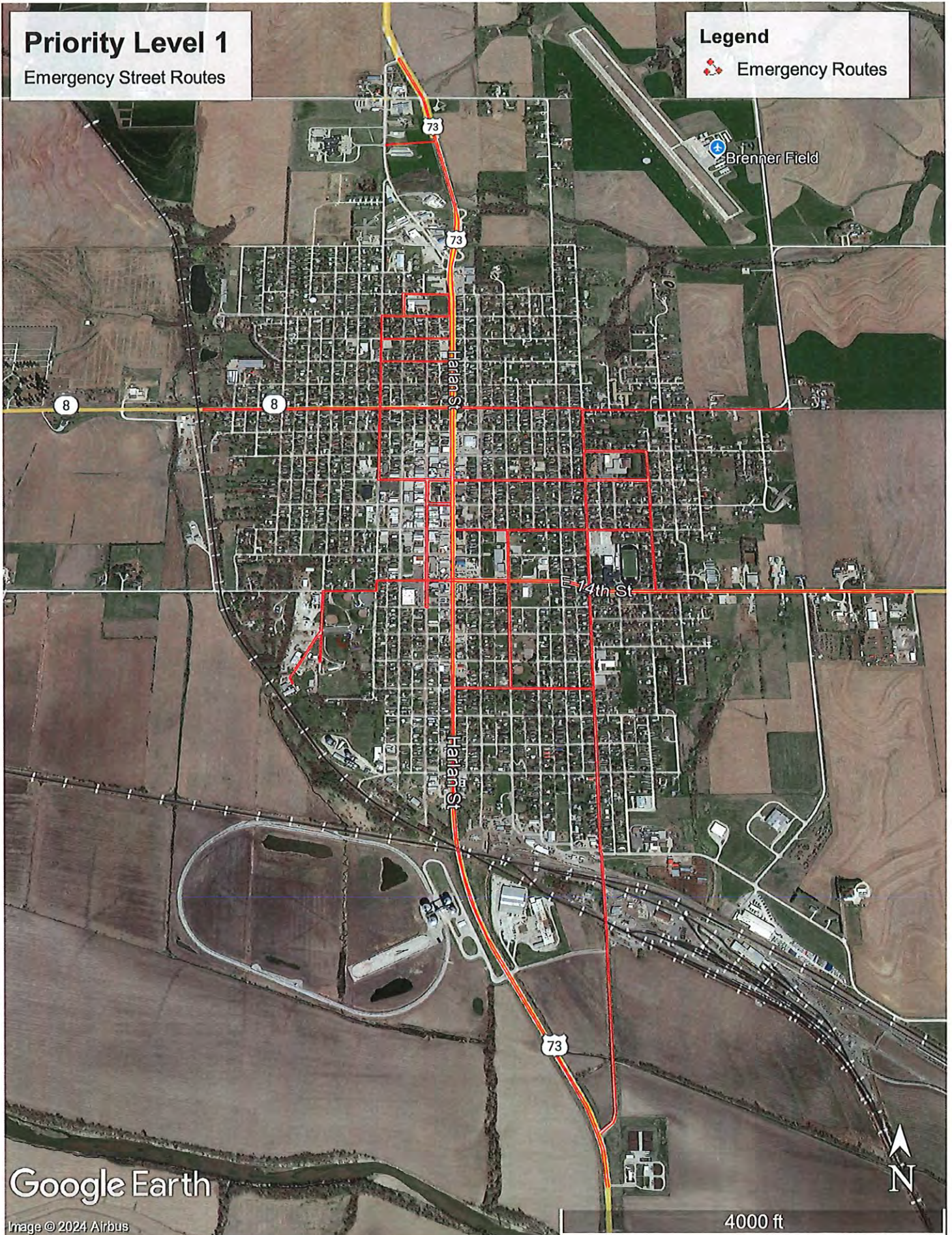
3000 ft

Priority Level 1

Emergency Street Routes

Legend

 Emergency Routes




Google Earth

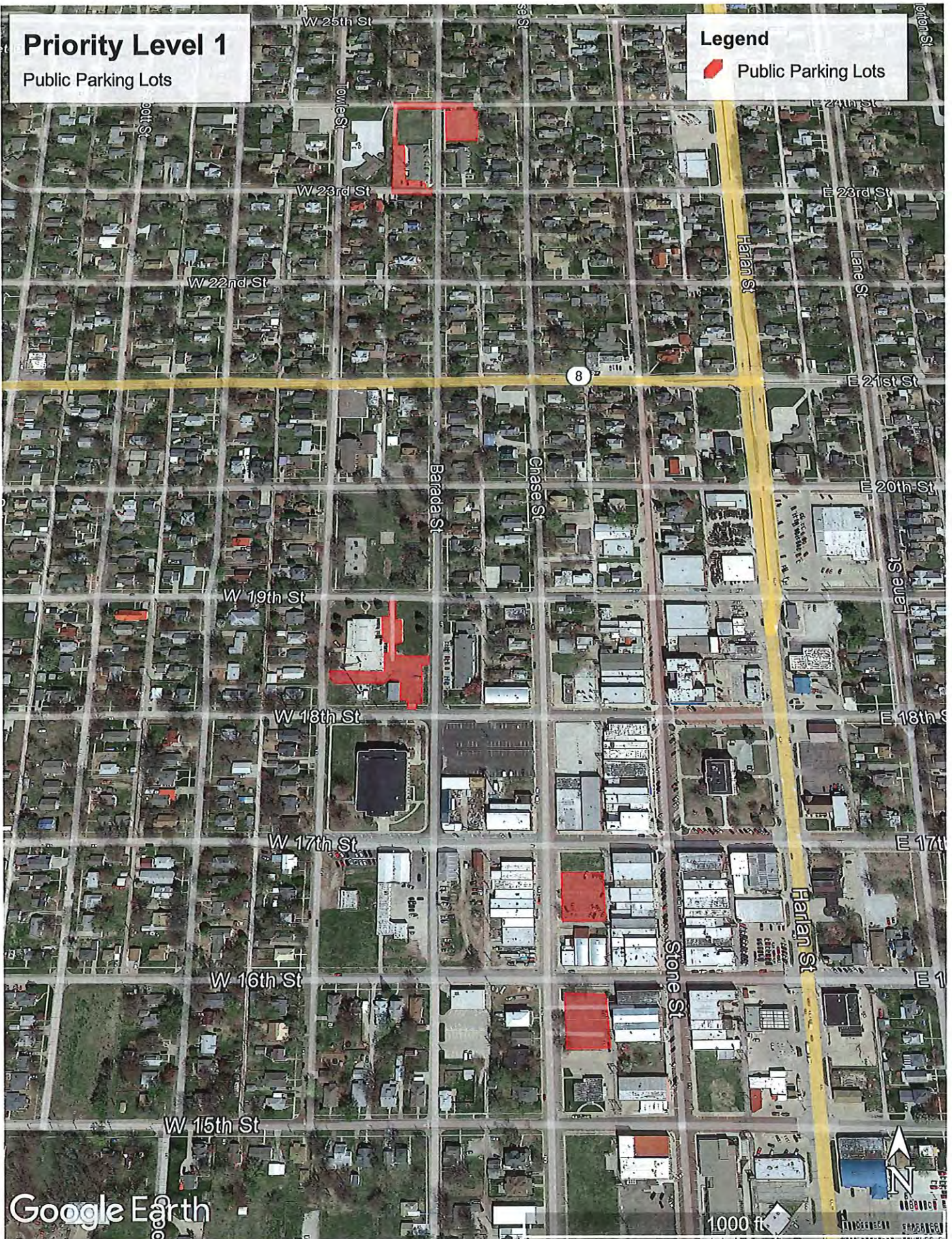
Image © 2024 Airbus

Priority Level 1

Public Parking Lots

Legend


 Public Parking Lots

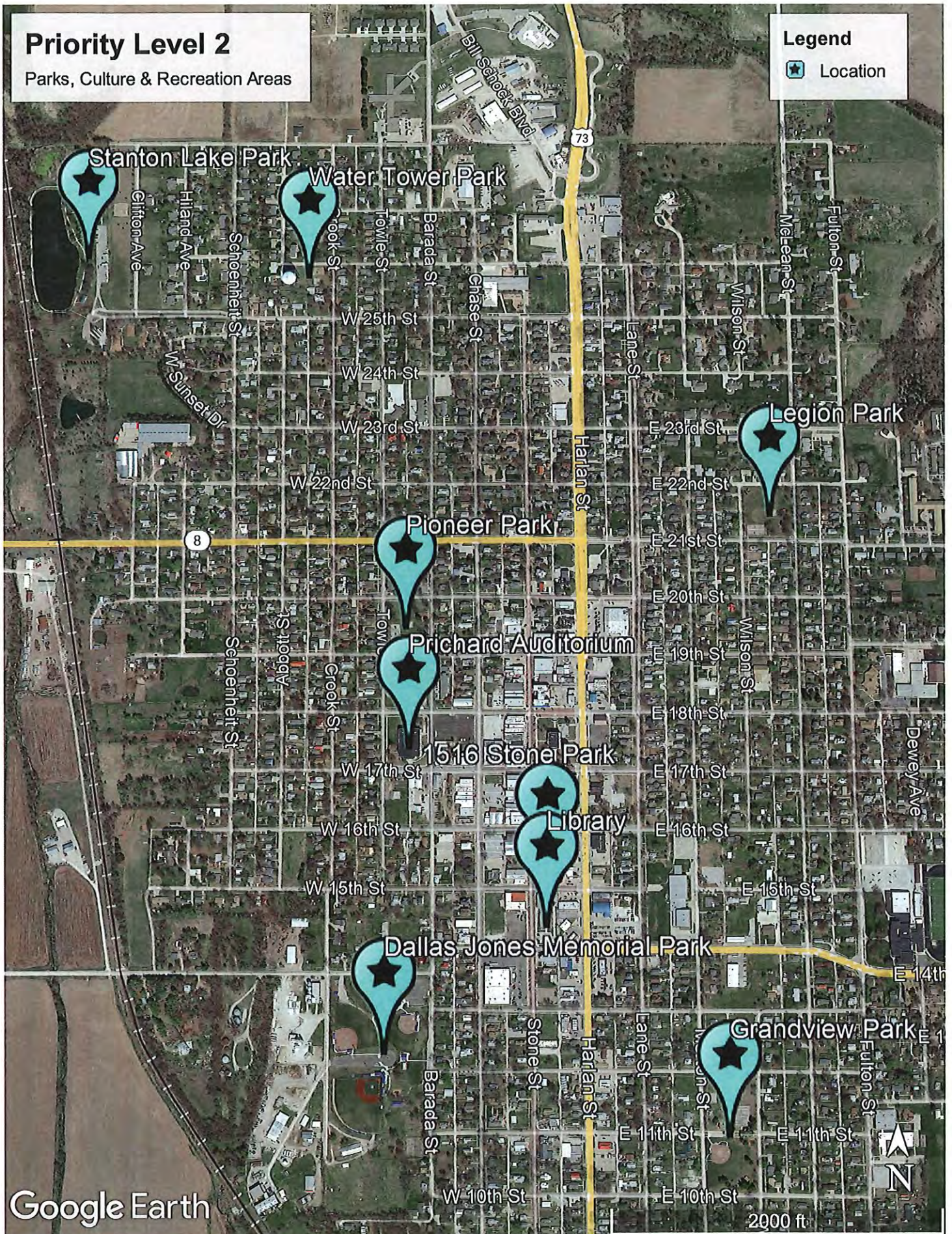


Priority Level 2

Parks, Culture & Recreation Areas

Legend

 Location

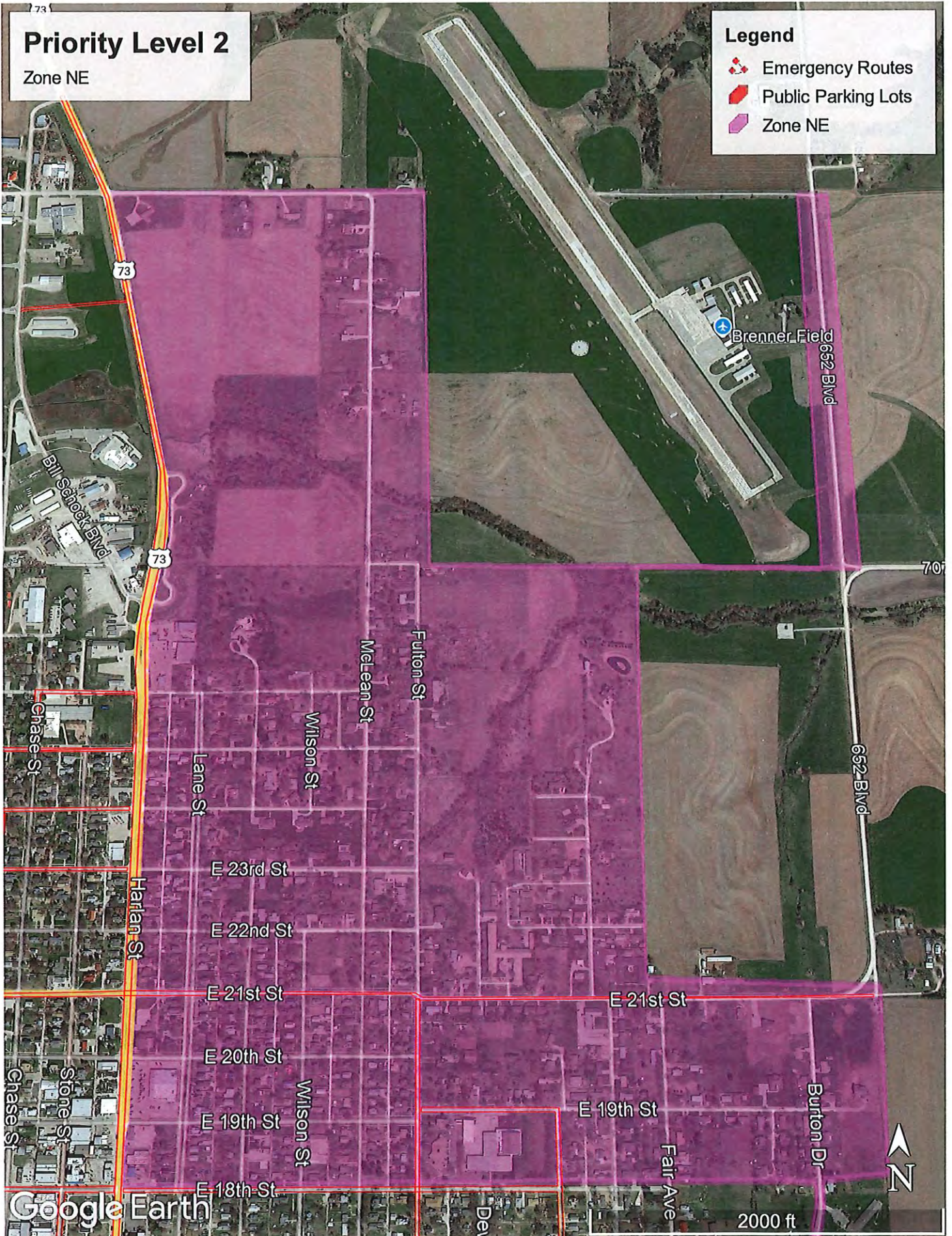


Priority Level 2

Zone NE

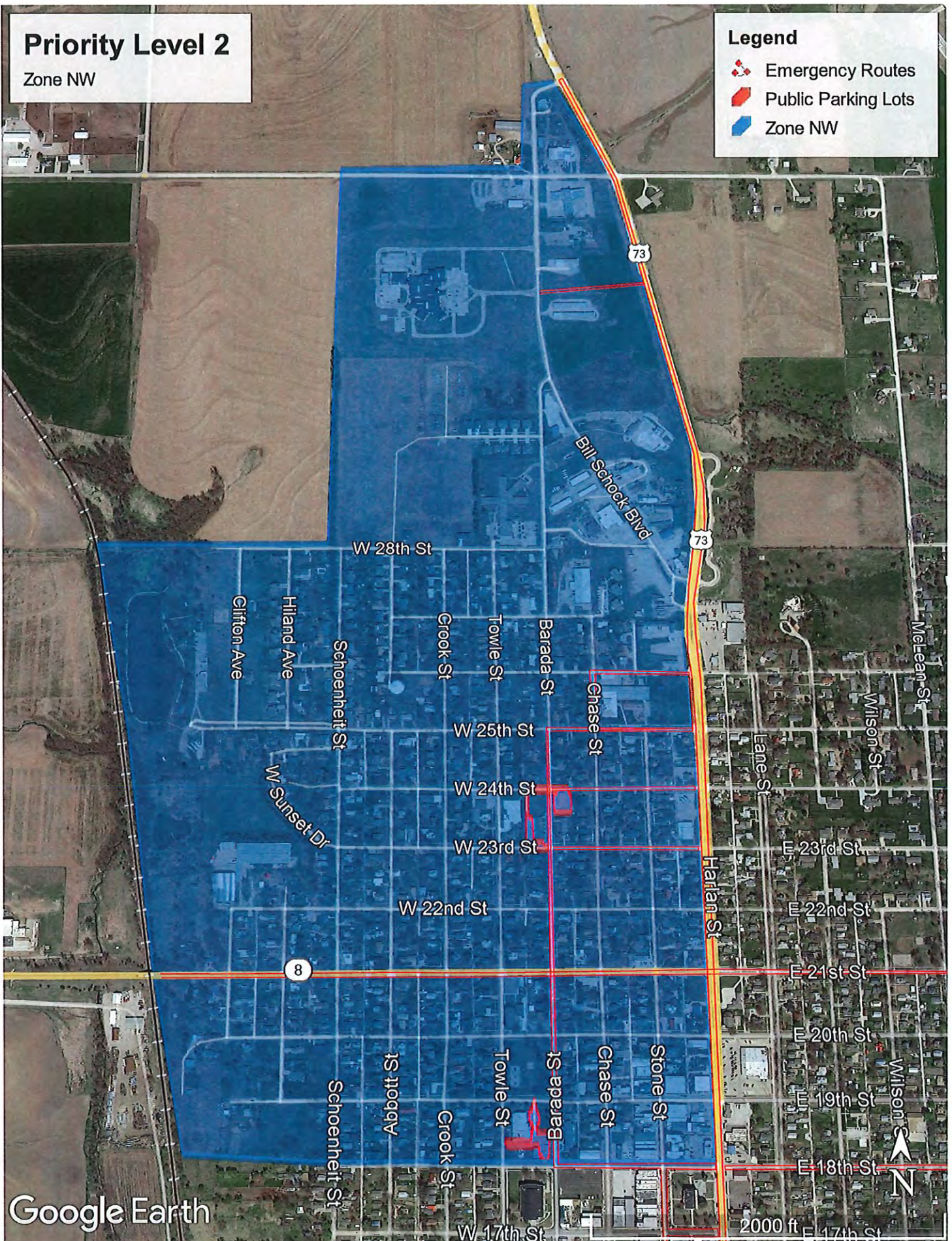
Legend

- Emergency Routes
- Public Parking Lots
- Zone NE



Zone NW




- Emergency Routes
- Public Parking Lots
- Zone NW



Priority Level 2

Zone SE

Legend

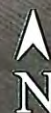
-  Emergency Routes
-  Public Parking Lots
-  Zone SE

E 14th St

Harian St

73

Google Earth






3000 ft

Priority Level 2

Zone SW

Legend

-  Emergency Routes
-  Public Parking Lots
-  Zone SW

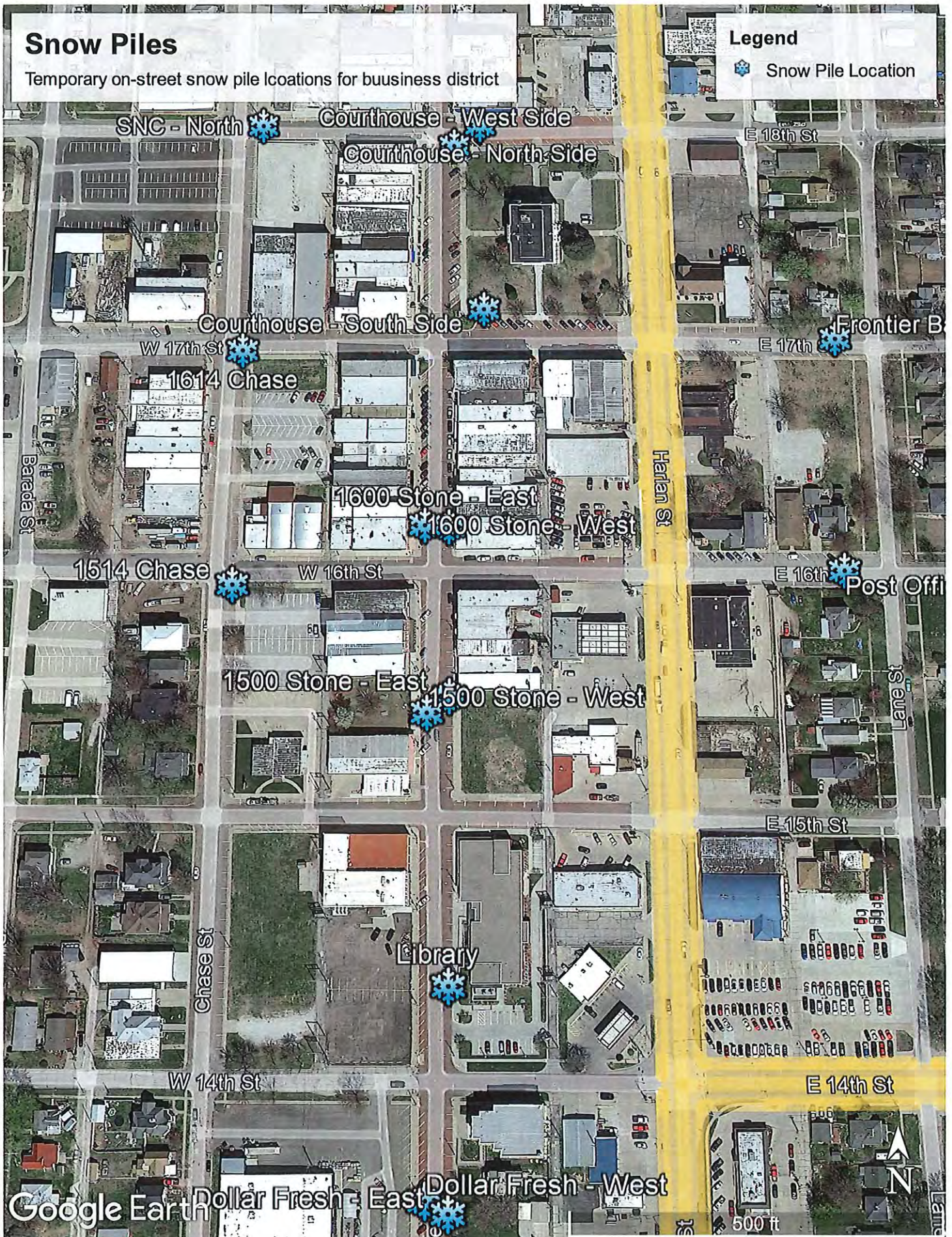


Snow Piles

Temporary on-street snow pile locations for business district

Legend

 Snow Pile Location



Falls City Aquatic Center Staff Manual



Revised on 11/13/2024

Congratulations! You have been selected to work for the Falls City Parks & Recreation Department at the Falls City Aquatic Center. When you work at the Aquatic Center you become a part of an Aquatic Team that prides itself on a great safety record, excellent customer service, and facility care. Each employee's enthusiasm, knowledge, skills, dedication, cooperation, and smiling face are vital elements to a successful swimming season. This manual along with in-service training and management guidance will equip you with the tools you'll need to be successful at fulfilling your duties on our Aquatic Team!

-Briar Burr, Parks & Recreation Director

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AQUATIC JOB DESCRIPTIONS

Assistant Manager (3 positions)

Responsible for day-to-day operations of the Aquatic Center along with supervision of Lifeguards and Support Staff. Other assigned tasks include but are not limited to:

- Provide leadership in aquatic operations such as first aid, lifeguard rotations, limited pool maintenance and chemistry, in-service trainings, pool parties, and swim lessons.
- Provide leadership to support staff in concessions, admissions, and season pass sales.
- Schedule staff personnel to both Lifeguard and Support staff positions.
- Interact with customers and patrons of various ages, ethnicities, and backgrounds.
- Enforce pool policies and rules with patrons to create a safe and enjoyable environment for all.
- Ensure that the aquatic facility maintains the required criteria to meet state and local codes throughout the summer season.
- Ensure that the staff is upholding their daily duties to maintain a clean and functional facility.
- Communicate directly with maintenance personnel on equipment that needs fixed.
- Address customer complaints and conflicts in a professional manner.
- Address staff and internal complaints and conflict in a professional manner.
- Evaluate staff performance and provide positive and corrective feedback.
- Monitor the facility's inventory to maintain sufficient supplies.

Required Certifications: Pool Operator's License (Nebraska Department of Environment & Energy)

Immediate Supervisor: Parks & Recreation Director

Lifeguard (20-25 positions)

Responsible for maintaining order in pools by preventing accidents through the enforcement of policies, rules, regulations, and ordinances governing the conduct of patrons. Lifeguards are also responsible for monitoring the facilities for potential hazards or unsafe conditions, providing first aid to patrons, and custodial duties in maintaining the facilities. When necessary, vacuums and cleans pool and deck. Prepares reports on incidents and accidents.

Required Certifications: Lifeguarding with CPR/AED for Professional Rescuers and First Aid

Immediate Supervisor: Assistant Manager

Support Staff (15-20 positions)

Responsibilities include but not limited to cash register operation, customer admittance, season pass sales, slide attendance, equipment rental, and general custodial work. Support staff shall be capable of interacting with people of all ages.

Immediate Supervisor: Assistant Manager

STAFF WAGE INFO AND AGE REQUIREMENTS

Hourly Wages by Position (2025 Season)

1. Assistant Manager - \$18.68
2. Returning Lifeguards - \$14.00
3. New Lifeguards - \$13.00
4. Returning Support Staff - \$12.50
5. New Support Staff \$12.00

Age Requirements

Lifeguards – Minimum age requirement of 15

Support Staff – Minimum age requirement of 14 (16 years of age to attend elevated slide structures).

Management Staff – Minimum age requirement of 18.

Overtime Exemption

Section 13(a)(3) under the United States Department of Labor states that “Section 13(a)(3) provides an exemption from the minimum wage and overtime provisions of the FLSA for ‘any employee employed by an establishment which is an amusement or recreational establishment, if **(A) it does not operate for more than seven months in any calendar year**, or (B) during the preceding calendar year, its average receipts for any six months of such year were not more than 33-1/3 per centum of its average receipts for the other six month of such year’.”

The Falls City Aquatic Center falls into option A for exemption of this section. However, The Aquatic Center does not put a cap on the number of hours available to be worked by its staff so as long as it does not violate any child labor laws.

Child Labor Laws

Laws for 15 Year Olds

- 15 Year Olds will not be allowed to teach swimming lessons at our facility unless they carry a WSI Certification through the American Red Cross
- 15 year olds must not exceed working 8 hours/day or 40 hours/week.
- 15 year olds are prohibited from entering any chemical storage areas, including any areas where the filtration and chlorinating systems are housed.
- 15 year olds are prohibited from being stationed “at the top of elevated water slides”.

STAFF POLICIES

General Information

All staff shall accept responsibility for all assignment as assigned or directed by their supervisor.

1. Attend and be held accountable for information presented at all in-service trainings and meetings.
2. No employee shall be under the influence of alcohol or drugs while on duty.
3. If you are running late or can't make a shift, you must call and notify management ahead of time.
4. Staff shall not exceed the privileges of employment to friends or relatives (no free admissions, concessions or other such practices).
5. Staff members must use careful discretion regarding physical contact with guests.
6. Only staff with permission of a manager on duty may use the Public Address System or megaphone.
7. All employees shall wear the specified uniform. See pages 6 and 7 for more information.
8. Off duty staff shall not wear staff clothing when in the facility or off city property.
9. Always present a pleasant and professional appearance.
10. Pick up any litter you find in the facility and around your station.
11. Jewelry that may potentially threaten safety or distracting to staff or patrons is not allowed.
12. The facility phone is reserved for business purposes only and must not be used for personal use. Cell phones are only permitted for use on break.
13. Smoking is not permitted at the facility. If employees need to smoke, they must do so outside the facility in a designated area as well. Other tobacco products are forbidden.
14. Staff must approve their time on the time clock after each shift. Failure to do so will result in inaccurate representation of the hours you worked or no payment at all. It is your responsibility to accurately report your hours.
15. Reporting false statements regarding hours worked will result in immediate dismissal.
16. Avoid passing rumors or confidential information to guests, as well as to other staff.
17. Staff swimming outside of normal operating hours is not permitted unless approved by the Director.
18. It is imperative that staff arrive on time. Failure to do so will result in lost points and/or termination.
19. Discrimination, sexual harassment, or any other forms of harassment is prohibited and will not be tolerated. You must notify your manager immediately if you are harassed in any way.
20. An employee who has a grievance must follow the proper lines of authority. If there is a conflict with a fellow employee or supervisor, try to work it out rationally among yourselves. If you cannot resolve the problem, bring your concerns to the Recreation Director. Please leave your personal problems at home if possible. If they begin to affect your job performance, we will need to take action in order to remedy the situation.

****Staff found in non-compliance with their job description or in violation of any of these or other rules governing their responsibilities or conduct shall be subject to termination or other disciplinary action.*

UNIFORM REQUIREMENTS - LIFEGUARDS

Visor or bucket hat, whistle, pool suit, rescue pack with resuscitation masks, sunglasses, and optional guard t-shirt or tank top, and shorts. Shorts must be a solid and neutral color. Below are required items that can be purchased from Falls City Parks & Rec. NOTE: One piece suits and bucket hats are not kept in inventory and will be ordered for you separately.

Guard Visor



Bucket Hat



Hat



T-Shirt or Tank Top



Board Shorts (boys)



Top (girls)



Bottom (girls)



One Piece (girls)



Pocket Mask Kit



Rescue Pack



Fox 40 Whistle



UNIFORM REQUIREMENTS

SUPPORT STAFF

Required uniform includes an FCAC hat (if in concessions or attending slides), FCAC t-shirt or tank top, and black, navy, gray, or khaki shorts. All staff attending slides must wear a hat and sunscreen. Below are the required items that can be purchased from Falls City Parks & Rec.

*FCAC Embroidered Mesh Back Cap (navy front with white mesh and white emblem)



*FCAC t-shirt or tank top (white shirt with navy and yellow print)



STAFF PROCEDURES

Scheduling

Assistant managers will prepare weekly schedules. A request for time off must be done through the "When I Work" mobile app. The scheduling manager's decision is based on a first come – first served basis, with position and staff availability also being considered. If you need a schedule change, you will be required to find a replacement. Schedule changes are not final until they have been approved by your manager or fulfilled through the "When I Work" app. If you have other commitments you would like to be scheduled around, you need to submit them ahead of time prior to the manager's deadline. You cannot be guaranteed that you will be able to get off for all requests, but your manager will try to accommodate as much as possible.

Calling In Sick

If you are ill and are unable to work, you are responsible for finding a replacement. After finding a replacement, the change is not made final until it is displayed and changed on the When I Work app. If you are unable to find a replacement, notify your manager. If you become ill during a shift, notify your manager on duty. Do not leave your workstation until another staff member has relieved you.

Rain Days

Do not stay home from work because of poor weather unless you have been contacted by a manager. A decision will be made prior to your shift. A manager will send out a message on the When I Work app to notify staff of closure due to weather.

Guest Assistance Form – Guards

After any assist or rescue by a lifeguard, a guest assistance form must be filled out and signed by the victim and parent or guardian if the victim is under 18 years of age. This report is to be filled out by the manager but it is your responsibility as a lifeguard to keep the victim around long enough for the manager to arrive with the form to be filled out.

In-Service Training – Guards

In order for lifeguards to maintain a constant degree of mental alertness and physical conditioning, the following in-service training shall occur:

- Lifeguards will complete bi-weekly in-service trainings throughout the summer. A schedule of in-service training times and activities will be distributed by the manager coordinating the training.

First Aid – Guards

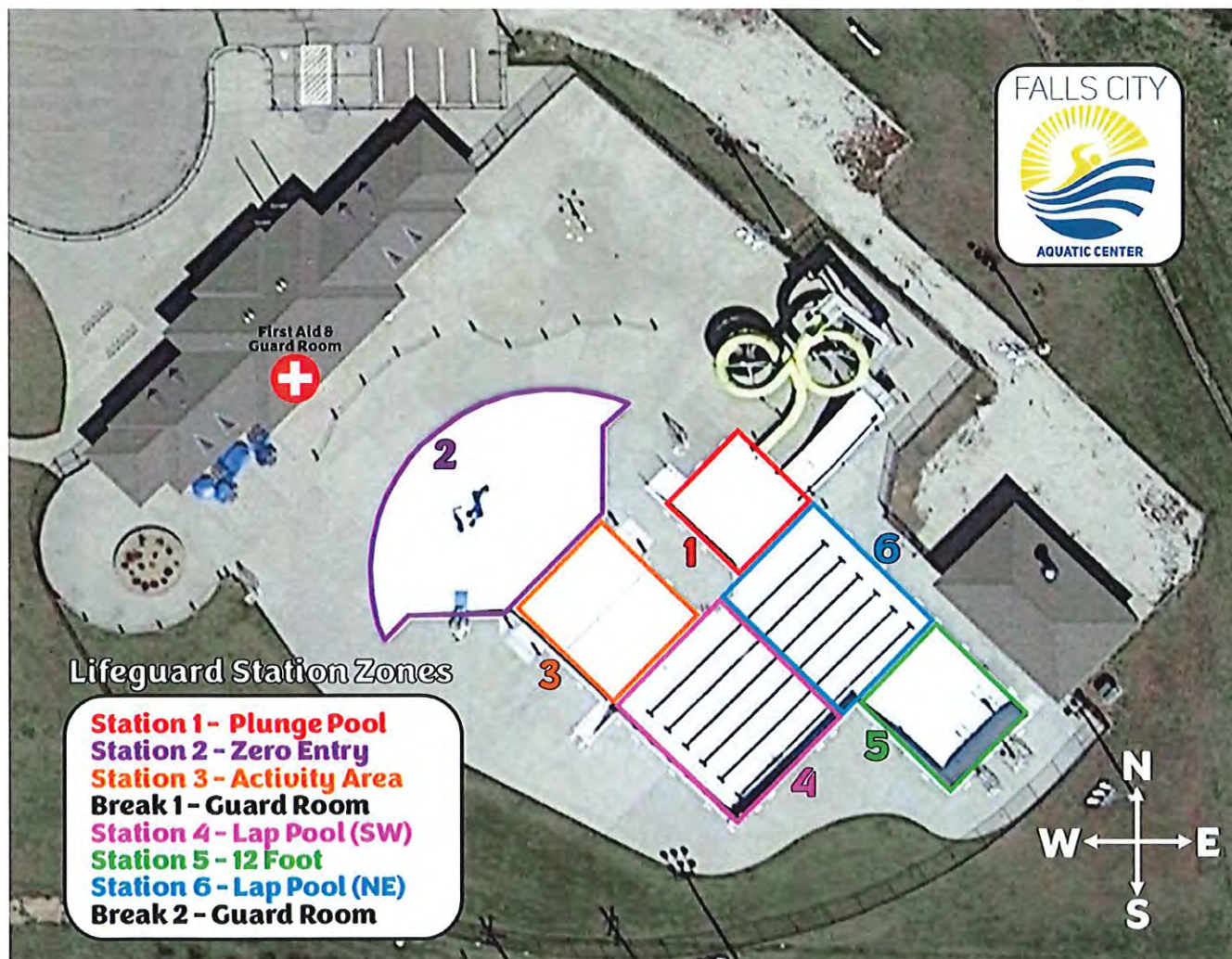
First aid should be handled by the guards on break in the guardroom. A first aid log must be filled out for any patron who receives basic first aid care. Anything more serious should be recorded on an incident report. All first aid care should be handled professionally and according to Red Cross standards.

Breaks & Rotations – Guards

When staff availability allows, we will schedule 8 guards per shift. We will operate on a thirty-minute rotational schedule with 6 working stations and 2 break stations. This means that you will be lifeguarding the facility for no longer than an hour and a half followed by a half hour break. Lifeguards are responsible for checking and cleaning bathrooms before going to break.

This rotation is strategically thought out to give guards sufficient breaks, adequate backup for emergency situations, better focus by keeping guards dry and out of the water, and optimal placement for quick response timing.

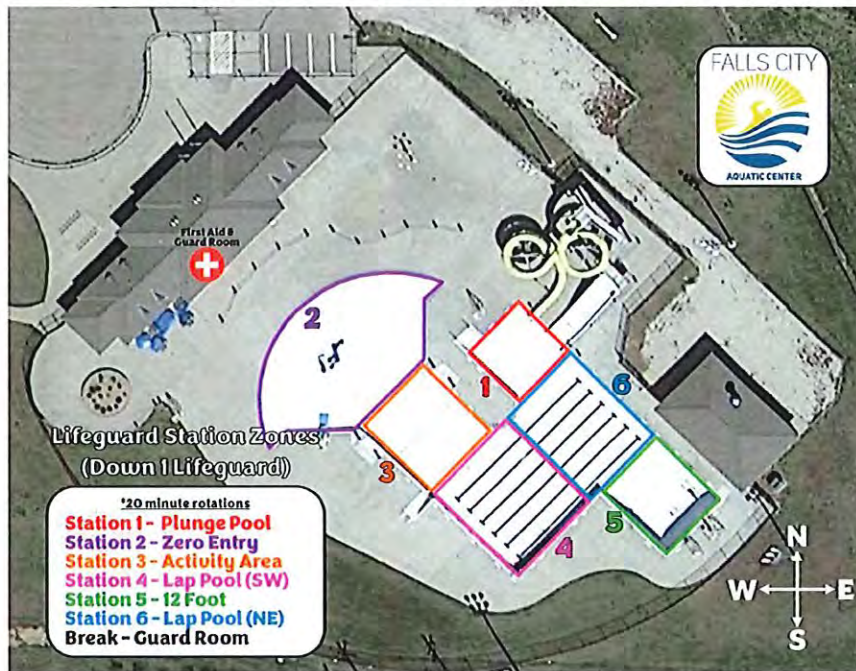
IMPORTANT: Each lifeguard is responsible for reviewing and understanding their role in the EAP



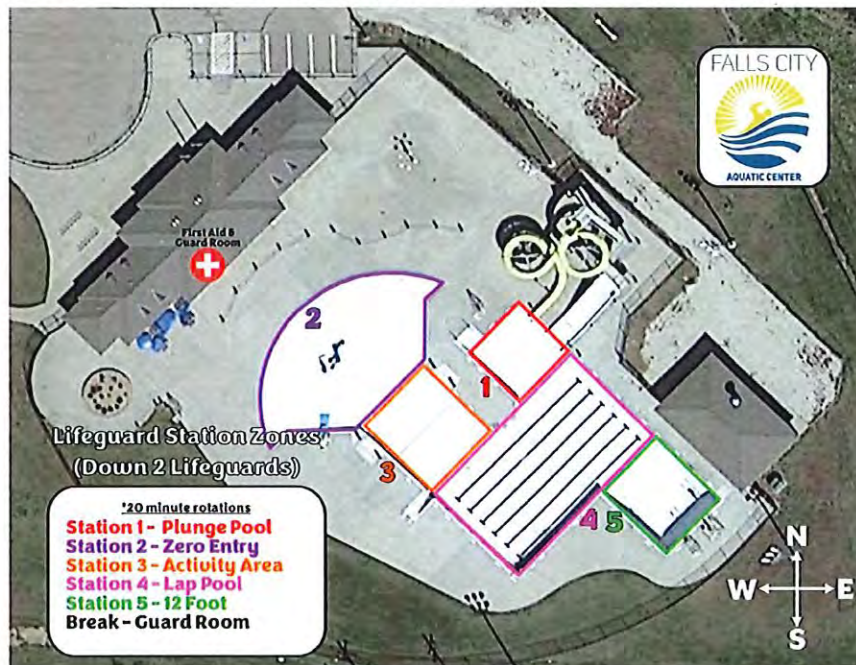
Lifeguard Shortage

In a situation where we are short-staffed on guards, we will make the following changes to our rotation.

Down 1 Guard – 20-minute rotations with 6 working stations, 1 break, and 7 total guards



Down 2 Guards – 20-minute rotations with 5 working stations, 1 break, and 6 total guards



Down 3 Guards – Station 1 will be removed and slides will be closed leaving 3 working stations, 1 break, and 5 total guards and rotating every 20 minutes. Managers will use their discretion and decide if it is safe to open for the day.

FACILITY RULES

All staff are responsible for a good working knowledge of the facility rules at all times. Staff shall abide by and enforce all State, County and Local health and safety rules, both on and off duty. All rules will be enforced consistently (the same rule applies to everyone). Always remain courteous and diplomatic, remember that our guests are here to have a good time.

General Rules

1. The following items may not be admitted: Rafts or inner tubes, coolers, food, drinks, pets, and glass containers.
2. Children 9 years of age and under must be accompanied by a paid chaperon, (14 years of age or older) at all times.
3. Children in diapers must wear diaper covers. (Available for purchase at the admissions counter)
4. No smoking or other tobacco products allowed in the park.
5. Jugs or plastic bottles containing water are allowed.
6. No eating or drinking allowed in the pool or near the pool edge.
7. No skateboards, roller skates or bikes are allowed inside the premises. Bicycles can be secured on the bike rack.
8. Radios without headphones are not permitted in the facility.
9. Animals of any kind are not permitted in the park, except those trained to assist the handicapped.
10. Absolutely no running, horseplay, pushing, or shoving is permitted.
11. Patrons are not allowed to hang on ropers or lane makers in the pool or along sidewalks.
12. Swimmers are not allowed to hang on the basketball rim or net.
13. Only Coast Guard approved personal flotation devices are permitted. No "water wings". Lifejackets can be rented at the front admissions desk.
14. Patrons are permitted to use soft balls, such as Nerf Balls. However, hard objects such as tennis balls and frisbees are not permitted.
15. No diving is allowed in shallow water areas.
16. No alcoholic beverages permitted.
17. All persons entering the pool must wear proper swim attire. No thongs or cutoff jeans.
 - a. Clothing must allow free movement of arms and legs and be free from hardware such as belts, buckles, and rivets.
 - b. The clothing material must be lightweight as to not inhibit a patron's movement or weigh them down in the pool.
 - c. Clothing must also not be so loose that it could cause entanglement, entrapment or strangulation in the pool equipment.
 - d. If it looks and functions as a suit, we will consider it a suit.
18. No person having an obvious communicable disease, skin eruption, cut, sore or lesion, eye, ear, and nose or throat infection shall be permitted into the swimming pool.
19. Spitting water, blowing nose, or any other similar activities in the swimming pool is not permitted.
20. Extensive breath holding is not permitted.

Slide Rules

1. Riders must enter the slide in a sitting position and wait for instructions from the slide attendant.
2. All riders must be at least 48" tall.
3. Maximum rider weight is 300 lbs.
4. Riders must always lie flat on their backs and go down feet first.
5. Do not pull or propel yourself into the ride.
6. No buckles, rivets, or any metal objects are permitted while riding slide.
7. Only one rider at a time.
8. No tubes, mats, or lifejackets are permitted on the slide.
9. No diving from the slide.
10. Leave the plunge pool promptly after entering.
11. Non-swimmers are not permitted.
12. Riders assume all risk of injury due to misuse.

Diving Board Rules

1. Only one person is allowed on the diving board at a time.
2. Divers may only bounce once.
3. Patrons must be to poolside or clearly out of the way before the next diver may go.
4. Diving must be done straight off the board and not towards the pool sides.
5. Handstands, cartwheels, or sitting on the board is not permitted.
6. Patrons are not allowed to swim under the boards.
7. Inward dives or "gainers" are not permitted.
8. Staff shall not adjust diving boards for any reason unless permitted to do so by a manager.

FACILITY PROCEDURES

Emergency Action Plan (EAP)

Our aquatic facility has a plan that defines the actions taken by our staff during various emergency situations. It is the responsibility of each staff member to review and understand the EAPs that our facility has in place for each type of emergency. EAPs are in a separate document and will be provided to you. It is your responsibility as an employee of Falls City Parks and Rec to review and understand each EAP.

Lost and Found

1. All lost and found items should be taken to the appropriate bin unless there is a way to identify the owner in which case he/she should be contacted.
2. Items should be kept for at least two weeks before being donated.
3. Patrons wishing to retrieve a lost and found item must describe it first.

Lightning/Thunder

Swimmers should be instructed to clear the pool immediately when lightning is seen, or thunder is heard. Swimmers are not to re-enter the pool until 30 minutes after the last lightning bolt was seen or last thunder heard and is determined safe for swimming by the manager.

Telephones

1. Phones are for business use only. Staff may only make personal phone calls with supervisor approval.
2. Staff answering the phone should do so with a courteous voice and begin by saying: "Hello, Falls City Aquatic Center, this is (staff first name), may I help you?"
3. All personal messages for staff should be taken down on pen and paper with the caller being told the staff will return their call as soon as possible. Staff should not be called from their duties for a phone call.

Parking

1. Staff shall only park in the designated staff parking lot (north of the pool).
2. When getting off work especially at dark, staff should walk out to their cars in groups of two or more for safety. Always lock vehicles and put valuables out of sight.

Incident Reports

Incident reports must be filled out after every accident/incident that occurs at the facility. Minor scrapes, cuts, and bruises can be reported in the First Aid Log, but any injury that requires more than basic first aid practices should be recorded on an incident report.

Unusual Situations

1. Intoxicated Person: It is not advisable to have intoxicated persons in or around a swimming area. Entry should be posted prohibiting the admittance of such persons. By the same token, intoxicated persons should be asked to leave the swimming area. The Falls City Police Department should be called if the staff member or manager cannot handle the situation.
2. Thievery: Be alert to any thievery. Do not accuse a person of theft unless you have positive proof and witnesses present. There is a danger of liability if you cannot substantiate your accusation. Refer this situation to the Falls City Police Department for further action.
3. Indecent Exposure: It is advisable to diplomatically suggest covering up or leaving swimming area to those persons that have swimming suits too revealing. Again, refer the matter to the police if the aquatic staff cannot resolve the situation.
4. Severe Injury: Refer to the emergency procedures outlined in the facility's Emergency Action Plan. Do all you can to protect the injured individual and offer comfort. Remember to fill out the incident reports as soon as possible.
5. Disturbances: Disturbances originating outside the jurisdiction of the aquatic staff members and effecting patrons of the facility should be referred to the proper authorities.
6. Sexual Assault: Notify your manager. Call the police immediately and remove victim from situation if possible. Keep the victim in the guard room away from the alleged perpetrator.
7. Media Contact: Reporters or feature writers may approach pool staff from local newspapers, radio, or TV about pool activities, rescues, or drowning. Refer all inquiries to the manager as they will contact the Parks & Recreation Director to handle such inquiries. Front line staff are not in the position to answer media questions of any kind and may inadvertently give out information that might in some way be detrimental or contrary to department policy.

Guest Relations Policy

Golden Rule: Treat people like you would like to be treated.

1. Employees shall conduct themselves in a courteous, mature and responsible way, presenting a favorable image to the public.
2. Never insult, argue, or be discourteous to any of our guests.
3. Avoid unnecessary conversation with other employees or guests while on duty.

Complaints

1. All complaints should be handled by a manager on duty.
2. All complaints should be taken seriously and followed up.

Disciplinary Actions for Guests

1. Verbal warning
2. Disciplinary action: Time-out (5-10 minutes)
3. Patron will be asked to leave for the day or longer depending on situation. Staff needs to let a supervisor know about the problem before the ejection occurs.

Disciplinary Actions for Guests Exhibiting Disruptive or Abusive Behavior

1. Customer will be asked to stop exhibiting behavior or be subject to ejection from facility.
2. Further disruption or abuse will result in denial of service and ejection from facility.
3. Any behavior deemed illegal by local, state, or national statutes shall constitute grounds for immediate contact with the Falls City Police Department.
4. Repeated ejection from facility may permanently lead to individual being denied access to facility.

GENERAL INFORMATION FOR LIFEGUARDS

Whistles

All guards must have a whistle in their possession, and it must be visible at all times. Use your whistles only when necessary. The following signals shall be used:

- One short whistle – Gain the attention of a swimmer/patron.
- Two short whistles – Gain the attention of another guard or staff member.
- One long whistle – Activate the EAP / Active drowning victim
- Two long whistles – Activate the EAP / Passive drowning victim or other serious emergency / Call EMS.

Rescue Tubes/Backboards

All guards must have a rescue tube with them while on duty to aid in rescues and be easier to identify as a trained lifeguard on duty. Backboards will be positioned each morning as part of opening procedures and placed inside at closing.

Radios

Radios will be used for emergencies and official use only. The radio codes are as follows:

- Code 1 – Single guard simple rescue; no support or EMS needed
- Code 2 – Water emergency rescue; passive drowning
- Code 3 – Spinal injury
- Code 4 – Cardiac arrest

POOL CHEMISTRY & MAINTENANCE INFO FOR MANAGERS

Pool chemistry and maintenance are vital components of any swimming facility. If these things are neglected, the consequences can be devastating:

- Chemical burns to swimmers due to improper pool chemical balance.
- Injury to staff due to wrongful use of equipment or applying chemicals improperly.
- Swimmers getting sick due to lack of sanitizer in the pool.
- Expensive operating equipment broken due to misuse of pool chemicals.

Testing

- It's important to regularly test and balance your pool's chemistry. You should measure the pH daily, and at the same time as the disinfectant.
- The most important time to check chemical levels is in the morning before the first person enters the pool.
- When adding chemicals to the pool, wear the proper safety equipment (gloves, mask, & goggles). Be aware of chemicals splashing and wind direction when adding chemicals.
- Never combine two different types of chemicals. When putting chemicals into a bucket, make sure the bucket is clean from any other type of chemical.
- Never add chemicals to the immediate area of a swimmer.
- If your skin or eyes come in contact with any chemicals, immediately rinse the affected area with eyewash or water.
- Know how to use the equipment. If you do not know how to use something, ask. Using the equipment improperly can cause it to break or cause serious injury to you or someone else.
- Take your time and think through the steps before you perform any maintenance task.

Pool Chemistry Information

- **pH** - The ideal pH level for pools is between 7.2 and 7.4, but a range of 7.2 to 7.8 is acceptable. pH levels that are too high or too low can make it difficult to adjust the water and can damage the pool's equipment and liner.
- **Alkalinity** - Total Alkalinity (TA) measures the amount of alkaline materials in the water, which helps to keep the pH level stable. It's usually best to balance the TA and pH levels separately, rather than at the same time.
- **Calcium Hardness** - Imbalanced calcium hardness can lead to scale buildup or corrosivity.
- **Chlorine** - Chlorine is essential for keeping pool water fresh, sanitary, and smelling good. The amount of chlorine needed depends on the size of the pool. Normal chlorine ranges are from 2.0-10.0 ppm with the ideal readings around 2.5 – 4.0 ppm
- **Cyanuric Acid** - Cyanuric acid (CYA) prevents chlorine from being burned away by sunlight. The ideal CYA level is 30–50 ppm.

Pool Chemistry Troubleshoot Guide

- **Alkalinity**
 - **Alkalinity is too low** - Add the correct amount of sodium bicarbonate based off of the dosage chart; turn acid pumps off until the sodium bicarbonate sets in
- **Chlorine**
 - **Chlorine is too low**
 - 1) ensure that chlorine pumps are working and that there are no broken connections in the chlorine line running from the tank, to the pump, to the main pool supply line
 - 2) increase the ORP on the Chemtrol by small amounts until the chlorine pumps turn on
 - 3) add the correct amount of granular chlorine based off of the dosage chart if needed
 - **Chlorine is too high**
 - 1) decrease the ORP by the suggested amount based on how high the chlorine is
 - 2) make sure the pumps are not continuously running even when ORP is decreased; if they are, simply unplug the pumps until we can figure out why this is happening
- **pH**
 - **pH is too low**
 - 1) ensure that acid pumps are working and that there are no broken connections in the acid line running from the tank, to the pump, to the main pool supply line
 - 2) add the correct dosage of sodium bicarbonate to increase pH gradually; remember that this will increase alkalinity levels
 - **pH is too high**
 - 1) add the correct dosage of muriatic acid based on the pool's dosage chart

STAFF DISCIPLINARY GUIDELINES

Disciplinary measures will be used on a five point system. Each employee will begin the season with five points. Points can be lost for failure to perform to the expected standards according to the following procedures.

Loss of:	1 Point.....Verbal & Written Warning
	2 Points.....Verbal & Written Warning
	3 Points.....Verbal & Written Warning
	4 Points.....Temporary Suspension / Meeting with Direct Supervisor
	5 Points.....Termination

Points can be lost for the following reasons but are not limited to:

- 1 Point – Late for shift
- 1 Point – Forgetting hip pack or inadequate hip pack
- 1 Point – Failure to wear the required uniform
- 1 Point – Wearing any part of required uniform while off duty
- 1 Point – Using PA system or megaphone without manager's permission
- 1 Point – Using telephone without manager's permission
- 1 Point – Not parking in designated employee parking area
- 2 Points – Failure to attend required in-service training
- 1 Point up to Termination – Unprofessionalism
- 1 Point up to Termination – Repeated disregard of staff policies
- 1 Point up to Termination – Rude or discourteous to guest
- 1 Point up to Termination – Displaying poor work attitude
- 1 Point up to Termination – Not following manager's instructions
- 1 Point up to Termination – Use of city equipment without permission
- 2 Points up to Termination – Failure to report for assigned shift without valid reasoning

STAFF SIGN OFF

I _____ have read the City of Falls City's Aquatic Center Staff Manual and understand all the rules, procedures, and responsibilities. I understand that I will be expected to know the information contained in this manual to adequately do my job.

Employee's Signature

Date

Lifeguard EAP by Station

(updated 11-13-24)



Whistles

Whistles with various lengths and patterns are useful for quick communication amongst staff and patrons. In the event of an emergency or a situation where a patron needs help, it takes a mere second to alarm the seriousness of an emergency with a whistle and activate the EAP.

Activating the EAP – The Emergency Action Plan for codes 2-4 is activated with 2 long whistles. 2 long whistles indicates that EMS is needed on scene and 911 will be called immediately by our front desk staff. Managing staff will open the entry gate that is located closest to the emergency for easier access for EMS.

1 Short Whistle: Gain attention of a patron

2 Short Whistles: Gain attention of a fellow guard or staff member

1 Long Whistle: Active drowning victim

2 Long Whistles: Passive drowning victim, spinal, heart attack, stroke, ect. (anything that requires EMS on scene immediately)

Codes

Codes are used to identify the type of emergency without having to spend wasted time explaining a situation when seconds matter. When calling in an emergency on the walkie, always provide the correct code and station # where the emergency is taking place. Walkies are located at station 3, station 6, guard room, and the front admissions desk.

Code 1: Single Guard Rescue – No EMS Required

Code 2: Water Emergency Rescue; Passive Drowning

Code 3: Spinal Injury

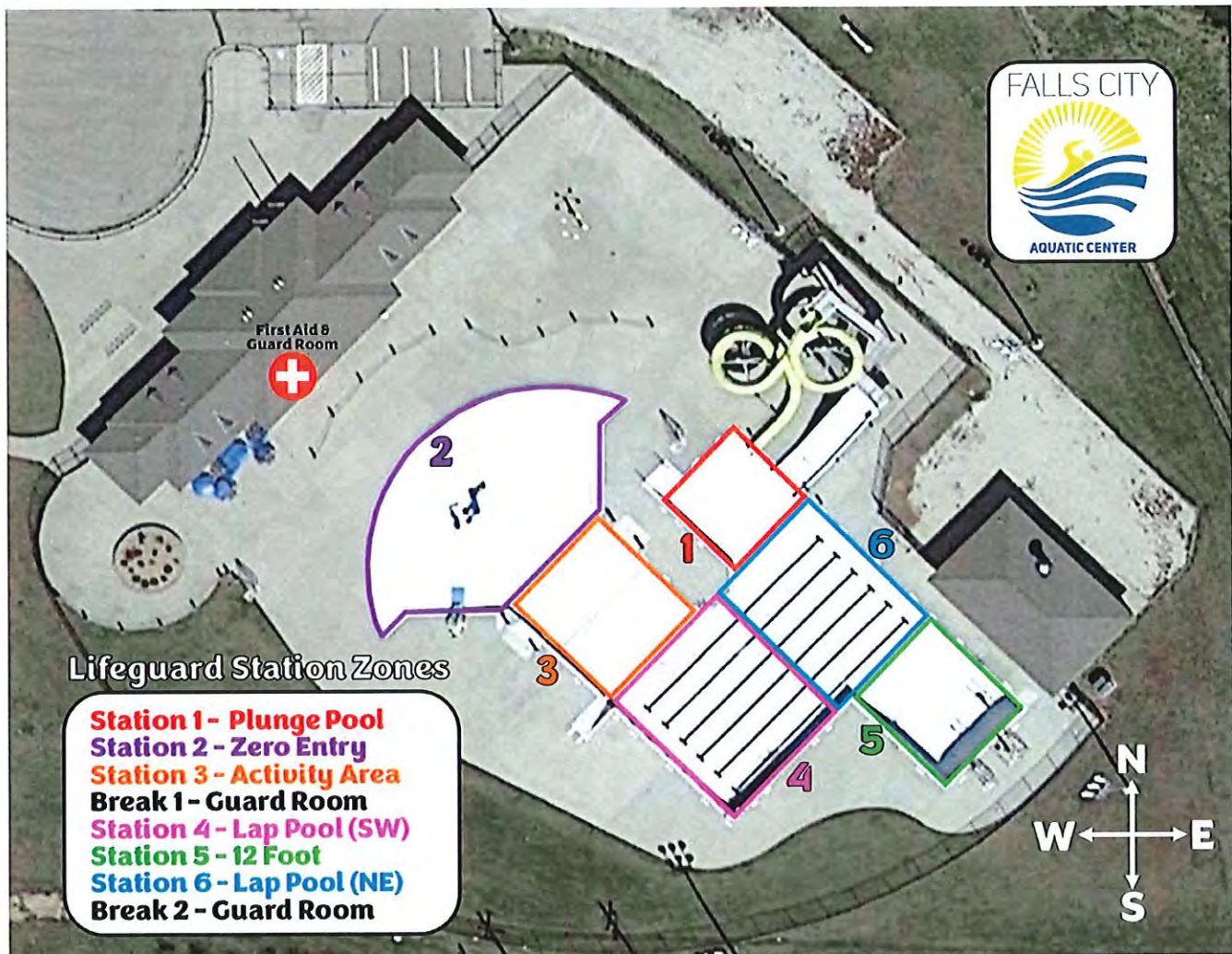
Code 4: Heart Attack/Cardiac Arrest

Break Responsibilities for Emergencies

**Guards that are on break will have responsibilities to fulfill during any emergency situation.*

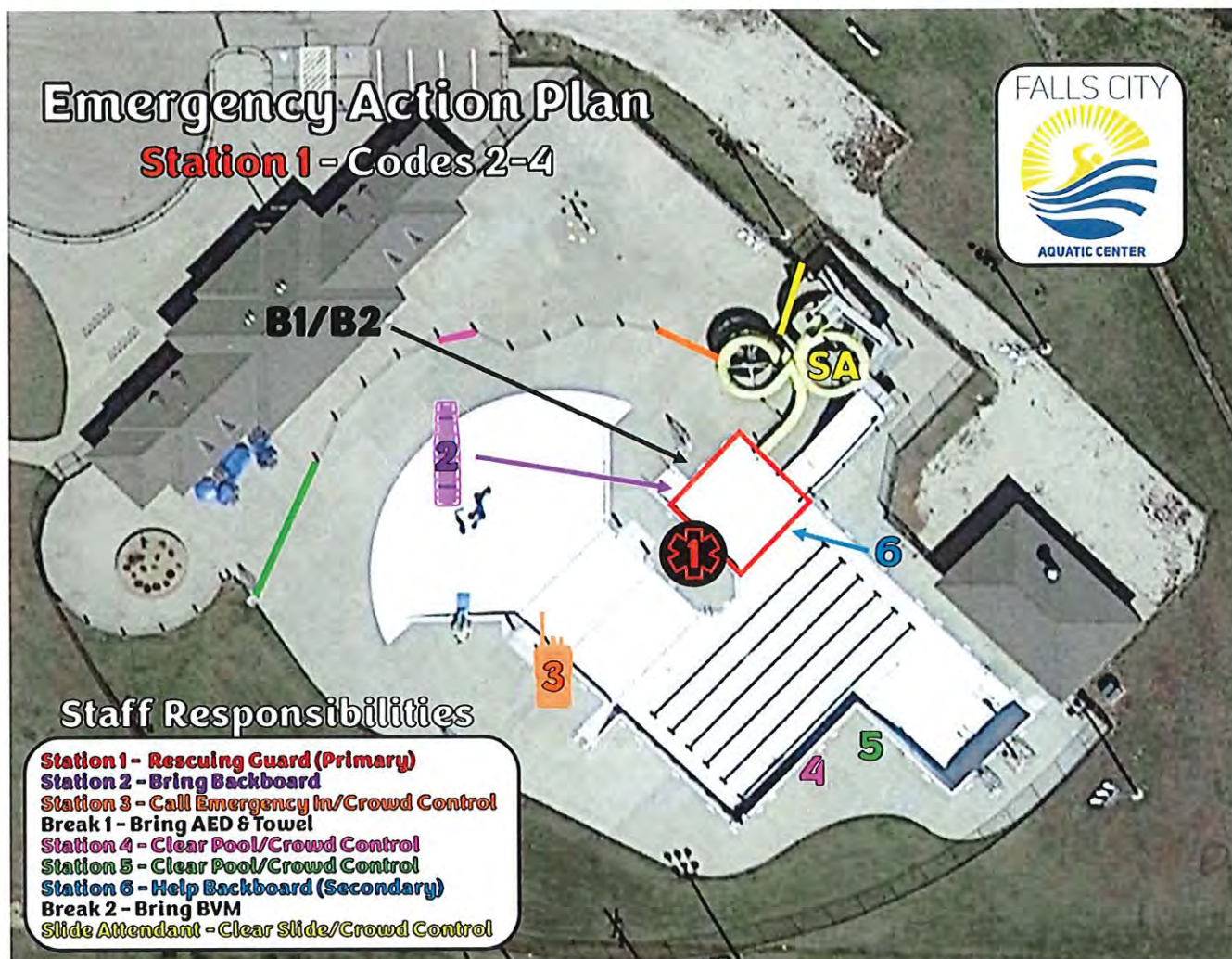
Break 1: Bring AED and towel to location of injury. Help victim out of water 1st, prepare AED for use 2nd.

Break 2: Bring BVM to location of injury. Help victim out of water 1st, prepare AED for use 2nd.



Breaks & Rotations – Guards

When staff availability allows, we will schedule 8 guards per shift. We will operate on a thirty-minute rotational schedule with 6 working stations and 2 break stations. This means that you will be lifeguarding the facility for no longer than an hour and a half followed by a half hour break. Lifeguards are responsible for checking and cleaning bathrooms before going to break. This rotation is strategically thought out to give guards sufficient breaks, adequate backup for emergency situations, better focus by keeping guards dry and out of the water, and optimal placement for quick response timing.



Primary

- Guard at station 1 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 6 will run over to help with extrication

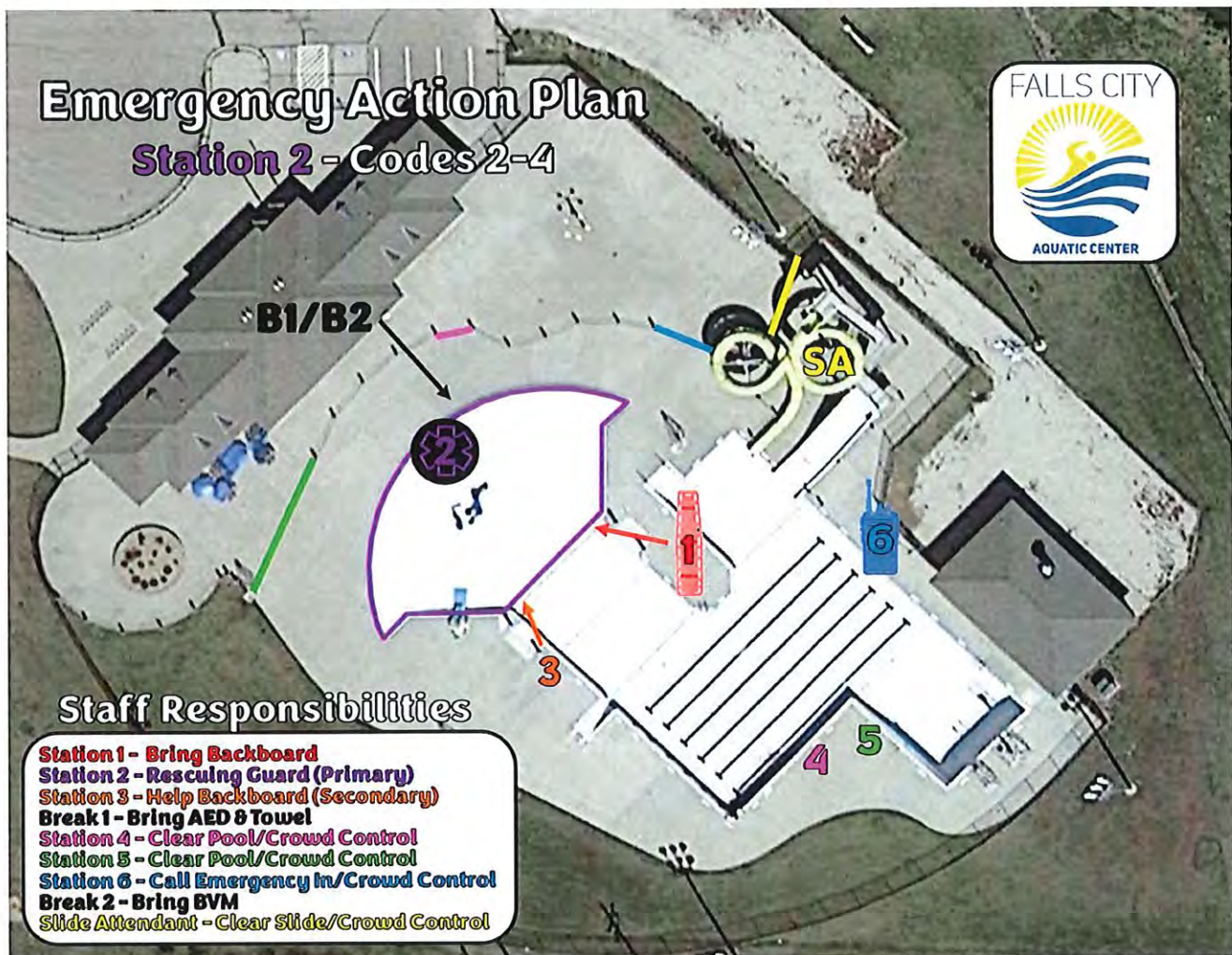
Bring the Backboard - Guard at station 2 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 3 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 3, 4, and 5 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Primary

- Guard at station 2 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 3 will run over to help with extrication

Bring the Backboard - Guard at station 1 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 6 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 4, 5, and 6 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Primary

- Guard at station 3 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 1 will run over to help with extrication

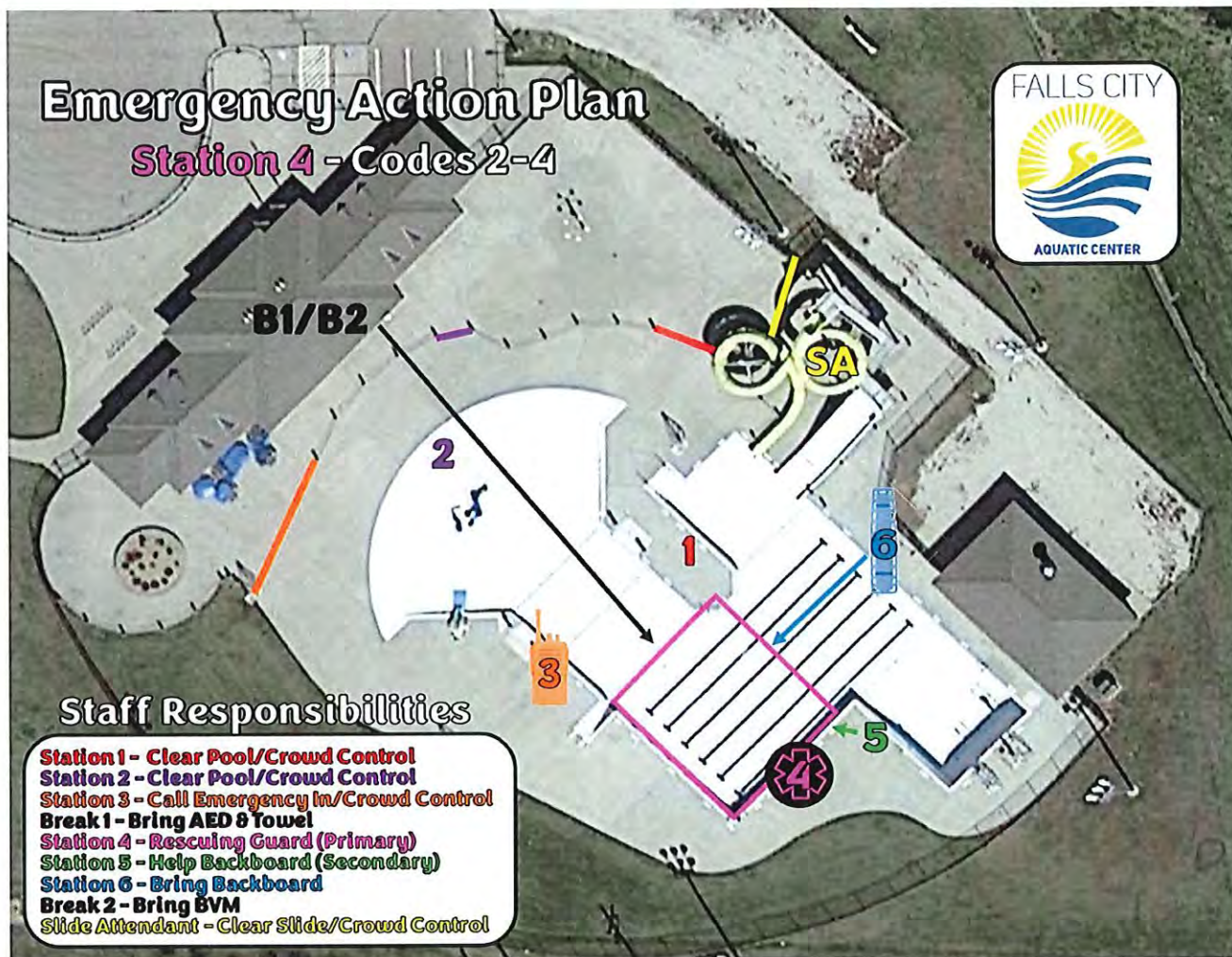
Bring the Backboard - Guard at station 2 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 6 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 4, 5, and 6 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Primary

- Guard at station 4 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 5 will run over to help with extrication

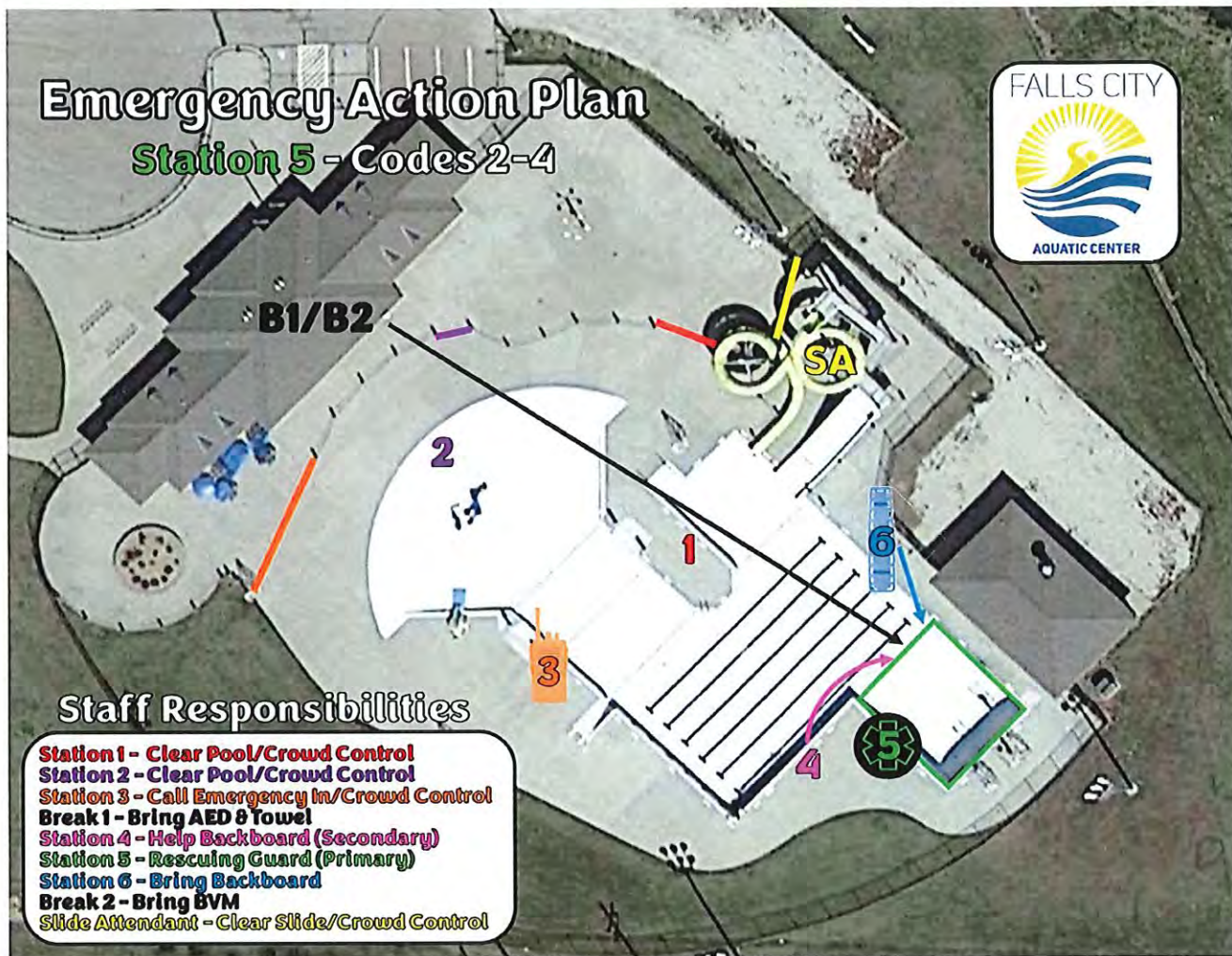
Bring the Backboard - Guard at station 6 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 3 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 1, 2, and 3 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Primary

- Guard at station 5 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 4 will run over to help with extrication

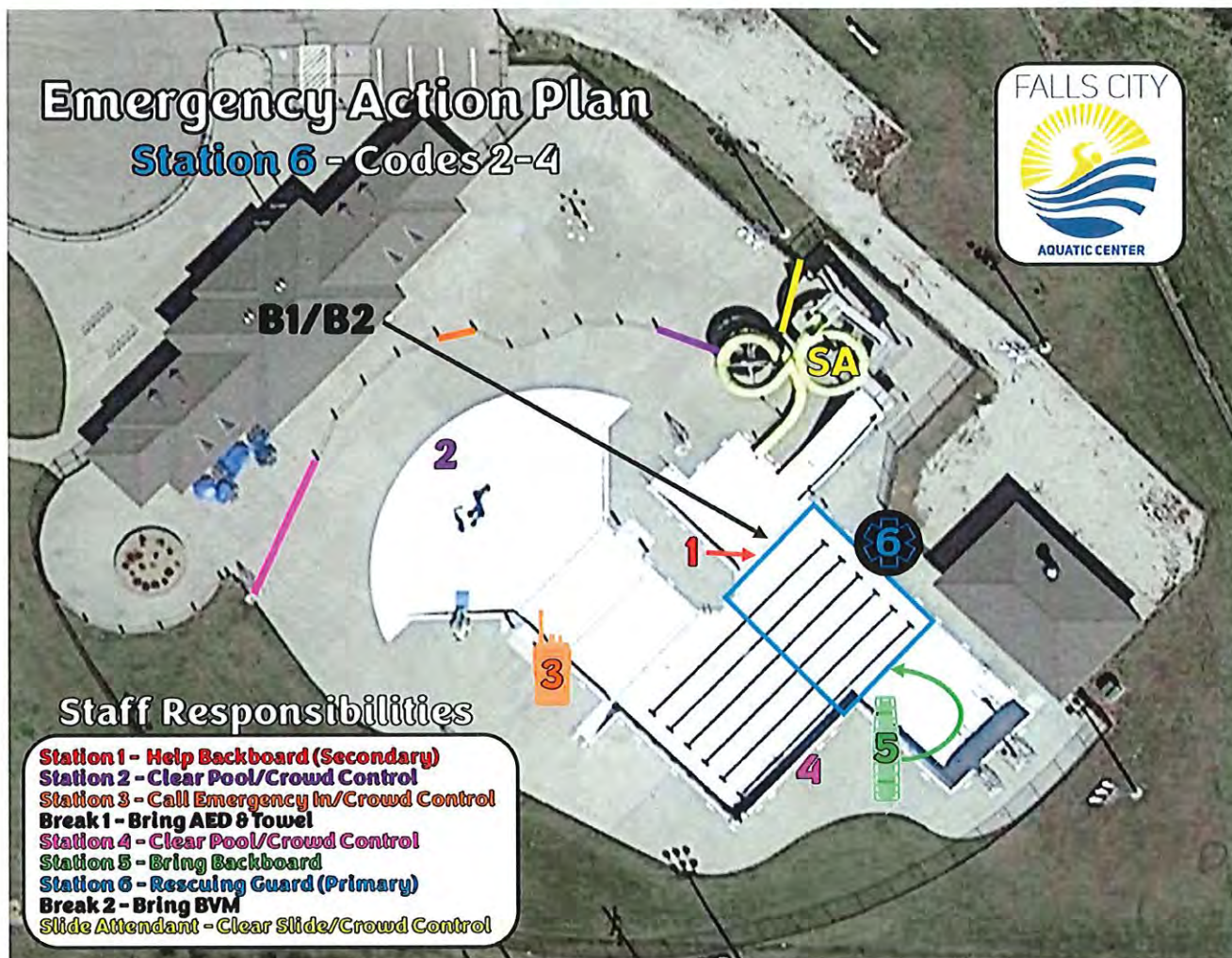
Bring the Backboard - Guard at station 6 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 3 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 1, 2, and 3 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Primary

- Guard at station 6 will activate the EAP and enter the water using the correct entry for the situation.
- Use the correct approach and save technique for the situation.
- Check for consciousness and breathing
 - Victim is Conscious – Assist victim safely out of the pool and wait for a manager to arrive.
 - Victim is Not Breathing – Immediately remove victim from the water using the rapid extrication method and provide CPR after doing primary assessment if needed.
 - Spinal Victim That Has a Pulse and is Breathing – If the victim is needing assistance due to a possible head, neck, or spinal injury, proceed with the spinal back boarding procedure.
- Reassess the victim's condition and provide information to assisting guards.

Secondary - Guard at station 1 will run over to help with extrication

Bring the Backboard - Guard at station 5 will bring the backboard to the location of the emergency.

Bring AED & BVM – Guards on break will immediately bring the AED, towel, and BVM as soon as an emergency is indicated.

Call in the Incident - Guard at station 3 will call in the incident

Turn Slide Off - Slide attendant will shut slide off using the emergency stop button. Then, exit patrons from the slide staircase, direct them behind the ropes by the main building, and stand at the designated area to help with crowd control.

Clear the Pool - Guards at stations 2, 3, and 4 will blow one long whistle to clear the pool. Once pool is cleared, stand at your designated crowd control areas and keep patrons behind the ropes.



Prichard Auditorium Operation Proposal

Introduction: This proposal is presented to bring life into one of Falls City's most historic yet underutilized venues. Prichard has the potential to house opportunities for our youth, middle aged, and senior members of the community. This objective intends to target the need for more activities during the school year from September to May and to offer a variety of rental package options for its users.

Facility Amenities

Facility Amenities Include:

- Basketball Court – one full court with 2 extra side hoops for play
- Volleyball Courts – up to two courts at once
- Pickleball Courts – up to four courts at once
- Full Kitchen - equipped with ample counter space for prep, microwave, 2 refrigerators, a commercial sized stove, an oven, sink, and a commercial 3-compartment sink with pull down spring faucet
- Concessions Stand - equipped with 3-pot coffee maker, microwave, refrigerator, sink, and ample counter space for serving
- Concessions Seating - connected to concessions and equipped with five 8' tables and a total of thirty chairs
- Vending Machines (COMING SOON) – fully stocked with water, sports drinks, sodas, and snacks.
- Daily Use Lockers – used for storing personal belongings and will take a standard sized padlock; free of charge
- Stage – used for graduations, events, and performances; also provides open space for possible fitness classes or various activities
- Dressing Rooms - located on either side of stage that can be used for dressing/changing
- Single Use Restroom – located in west dressing room
- Balcony Seating – provides up to 814 individual fold down stadium style seats with overflow bench seating available at south end of balcony
- Additional Restrooms – additional women's and men's restroom connected to balcony seating on upper level floor in north west corner of building; can be opened for large events
- Receptionist Style Entry Desk – L-shaped desk can be used for "paid entry" events or other events that require check-in
- Sound System – Prichard is equipped with a commercial grade sound system which is available for your use. It has the ability to play music from any device with the use of an auxiliary cord and also comes with Bluetooth microphones.

Operational Plan Outline

The plan covers 2 phases which would target extended hours and recreation activity options along with restructured facility rental options and fees to enhance the facility's use and provide a variety of options to the community.

Extending Prichard Auditorium's hours was a plan that was selected as phase 1 to meet the need for more recreational activities during the cold months. The phase 2 project is suggested to be on hold until we gain a better understanding of Prichard's utilization with the newly added recreational activities and facility availability.

Phase 1 Highlights – December 2024: Extend Hours of Operation

- Carry out a “soft launch” by extending hours starting December 2nd (free access to all members of the community)
- Membership passes will go on sale in December and become active starting the first of January
- New Hours
 - M-F / 7am to 3:30pm from September 1st – April 30th (currently M-F / 7am-3:30pm year-round)
 - M-F / 7am to 8pm from September 1st – April 30th (currently not offered)
- Staffed by part-time building supervisor M-F
- Drop-in payment or membership driven access for any recreational use (walking remains free)
- Offering open gym and open concessions seating area for all recreational activities suitable for the facility (pickleball, basketball, volleyball, dodgeball, walking, ect.)
- User friendly lobby area with seating for food and drink equipped with vending machines (coming soon) and free daily locker use
- Receptionist style desk at front entrance for membership check-in and drop-in payments

Phase 2 Highlights - TBD: Restructure Facility Rental Packages and Fees

- Restructured facility rental fees allowing more rental options than before such as upper-level seating versus a regular facility rental without the need for upper level
- Newly added pickleball court rental option as well as half court options
- Restructured birthday party packages that could potentially include bounce houses
- Potential programming opportunities
- Potential event set-up included in package restructuring

PHASE 1 DETAILS

Operating Hours

September 1st – April 30th / M-F 7am-8pm

May 1st – Aug 31st / M-F 7am-3pm

*Operating hours could potentially be extended to weekends in the future depending on facility use

Fee Schedule

Daily Drop-In Rates

- Infants/Toddlers (up to 4 years) – FREE and must have adult supervision
- Youth (5-15) - \$2.00
- Adults (16-54) - \$3.00
- Seniors (55+) - \$2.00

“Prichard Pass” Membership Fees

- Infants/Toddlers (up to 4 years) – FREE and must have adult supervision
- Youth (5-15) - \$60.00
- Adults (16-54) - \$78.00
- Seniors (55+) - \$50.00

Facility Rules

Prichard Auditorium has a general list of rules for individuals that rent the facility. Those same rules would apply to its daily users along with the addition of other more specific rules.

- **IMPORTANT:** Children 9 years of age and under must be accompanied by a paid chaperon, (14 years of age or older) at all times.



PRICHARD PASS

**AVAILABLE
DECEMBER 2ND, 2024**



MEMBERSHIP RATES

Children (under 5) - FREE

Youth (5-15) - \$60.00

Adults (16-54) - \$78.00

Seniors (55+) - \$50.00

Memberships valid through December 31st, 2025

**Hours of
Operation**



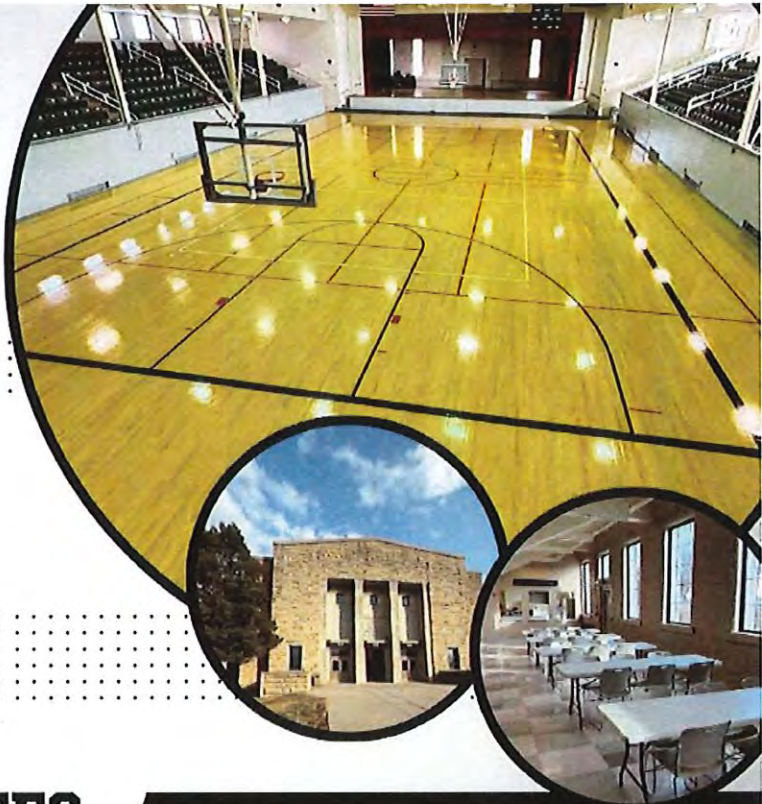
**Sept 1 - April 30 / Open Daily 7am-8pm
May 1 - Aug 31 / M-F 7am-3pm**



(402) 245-3326



b.burr@fallscityne.us



The all new "Prichard Pass" gives members access to Auditorium amenities including gym space for open play in volleyball, basketball, pickleball, dodgeball and more! Bring a friend and stop in for your morning walk and complimentary coffee or bring the kids by after school to utilize our open gym options!

PHASE 2 DETAILS

Facility Rental Options

Full Facility Rental Options

- **Package 1** – Full facility rental which includes all amenities except for upper-level seating. Ideal for events such as weddings, family reunions, receptions, and other special events. Facility rental also includes installation of floor coverings with taped seams to provide a more aesthetically pleasing venue. Comes in full day or half day options.
- **Package 2** – Full facility rental which includes all amenities listed. Ideal for large events that require extra stadium style seating such as sporting events, graduations, or other large public events. Facility rental also includes installation of floor coverings with taped seams to provide a more aesthetically pleasing venue. Comes with the full day option only.

Birthday Party Options

- **Birthday Party Package** – Provides a set 3-hour block of rental time which includes the concessions and seating area for food, drink, and presents, fully functional kitchen, and half of a basketball court (north court). The seating area seats 30 people, but more chairs and tables can be added to accommodate. Extra fee for bounce house applies. A volleyball net can be put up if requested ahead of time. Option to include bounce houses coming soon!

Partial Facility Rental Options

- **Full Court** – This rental comes with the option to have one full basketball court, two volleyball courts, four pickleball courts, or even a combination of options.
- **Half Court** – This rental comes with the option to have one half court for basketball, one volleyball court, or two pickleball courts.
- **Stage** – The stage area is ideal for basic instructor led aerobics classes, self-defense classes, dance/cheer practice, or any other variety of activities which require minimal space.

Rental Specifications

With the facility opening for use to the public and memberships becoming available, it's important to create a promise to membership holders that Prichard Auditorium shall not accept full day facility rentals lasting longer than 4 days per week going forward. This gives rentals (such as weddings) the option to book the facility at max from Wednesday-Saturday or Thursday-Sunday. If a 4-day rental occurs during any given week, no other full facility rentals shall take place during that week as a dedicated promise to membership holders who wish to utilize their membership fully.

Facility Rental Rates

Rental Rate Description	Current Rate	Suggested Rate
Package 1 – Full Day	\$300/day; \$250 deposit	\$300/day; \$250 deposit
Package 1 – Half Day	\$200/half day	\$200/half day
Package 2 – Full Day	\$300/day; \$250 deposit	\$500/day; \$300 deposit
Birthday Party Package	\$25/hour (2hr min.)	\$75 (3hr standard)
Birthday Party Package with Bounce House	n/a	\$120 (3hr standard)
Half Day/Full Day Non-Profit Facility Rental	\$150/day or half day	\$100 off any Full Facility Package Rental per day
Full Court Rental	\$25/hr	Primary - \$25/hr Non-Primary - \$20/hr Bulk Booking - \$15/hr
Half Court Rental	n/a	Primary - \$15/hr Non-Primary - \$13/hr Bulk Booking - \$10/hr

Primary Hours: 5pm-8pm M-Th, 7am-8pm F-Sa

Non-Primary Hours: 7am-5pm M-Th

Bulk Booking: Book a minimum of 6 hours of rental time on a court to receive a reduced rate.

Programming

Prichard Auditorium is set up and has the capability to carry out various leagues, tournaments, and programs. This can all be operated internally through the Parks and Recreation Director with the assistance of part-time staff. Considerations to existing programming within Falls City Rec will be considered first before carrying out any leagues or tournaments. Tyler Technologies Parks and Rec (TPAR) application also gives us the ability to hold online registrations for any internal events.



November 7, 2024

Mayor Mark Harkendorff
City of Falls City
2307 Barada Street
Falls City, NE 68355

RE: **Notice of Approval (NOA)**
Falls City Sanitary Sewer Rehabilitation
Public Works Opportunity Community Development Block Grant (CDBG) Application / Program Year 2024
CDBG Award # 24-PWI-006

[Federal Agency: US Department of Housing and Urban Development / ALN #: 14.228]
[ALN Title: Community Development Block Grant (CDBG)]
[Grant#: B-19-DC-31-0001 (2019 Federal Fiscal Year)], [Grant#: B-20-DC-31-0001 (2020 Federal Fiscal Year)],
[Grant#: B-21-DC-31-0001 (2021 Federal Fiscal Year)], [Grant#: B-22-DC-31-0001 (2022 Federal Fiscal Year)],
[Grant#: B-23-DC-31-0001 (2023 Federal Fiscal Year)], [Grant#: B-24-DC-31-0001 (2024 Federal Fiscal Year)]¹

Dear Mayor Harkendorff:

I am pleased to inform you that the Nebraska Department of Economic Development ("Department" or "DED") has selected {Falls City} for a preliminary award of federal funding made available to DED by the U.S. Department of Housing and Urban Development (HUD) through the State CDBG Program.

This notice follows the jurisdiction's successful submission of application materials describing a project that is anticipated to be eligible for CDBG Public Works ("CDBG PW" or "PW") funding ("Application"). Under this funding opportunity, awards are intended to provide for a broad range of investments to communities investing in effective and affordable infrastructure that address strategic long-term developments.

Subject to further terms and conditions summarized herein and described in the forthcoming subrecipient agreement (SRA), DED intends to provide CDBG funds for the activities as described in your Application ("Project"), which generally involves:

CDBG APPLICATION SUMMARY INFORMATION	
PROJECT NAME	Falls City Sanitary Sewer Rehabilitation
FUNDING OPPORTUNITY	Public Works
AWARD AMOUNT	up to \$458,000
APPLICANT NAME	City of Falls City
APPLICANT UEI NUMBER	KMNSTJKEV6D9
AUTHORIZED REPRESENTATIVE	Mark Harkendorff, Mayor
LOCAL CONTACT	Anthony Nussbaum, City Administrator
APPLICATION PREPARER	Kelly Gentrup, SENDD
ACTIVITY TYPE(S)	Solid Waste Disposal (03H) and Water/Sewer Improvements (03J)
NATIONAL OBJECTIVE	<input checked="" type="checkbox"/> LMI Area Basis, Census
PROJECT SERVICE AREA	Block Group 1, 2, 3 & 4, Census Tract 9686, Richardson County, Nebraska

¹ The actual federal grant number serving as the source of funding for this CDBG award will be dependent upon whether funding from previous grant years is available for distribution.

BENEFICIARIES	<i>Detailed in the forthcoming SRA</i>
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YOUR NEXT STEPS AND DED CONTACT INFORMATION:

Additional action is required before you proceed with the project and achieve Release of Funds and Environmental Clearance (ROF). Those next steps are summarized below. Moreover, **in the event you withdraw from this award prior to receiving a ROF letter**, DED reserves the right to determine the amount of funds that require recapture from the jurisdiction for any incurred administrative costs.

APPLICATION EXHIBITS REVIEWED REQUIRE RESPONSES

Upon review of the application exhibits in your submission, additional action (e.g., revision) is required as described below:

- **Exhibit K1b:** Waiver of Procurement Process and Narrative - SENDD
The Department has reviewed the Waiver of Procurement process for SENDD and has found it acceptable.
- **Exhibit O:** Four Factor Analysis Assessing Limited English Proficiency - 0.60% LEP - No LAP Required
- **Exhibit R:** Preliminary Environmental Review Record Project Description Level of ERR - EA

SUBRECIPIENT AGREEMENT

Your DED Program Representative will transmit the SRA using DocuSign, or similar electronic signature software, to the individuals identified on your application. **If you have questions concerning the agreement, please contact your program representative prior to signing. Once executed, changes can only be made via amendment procedures.** Once you've received the SRA, prior to signing, give careful review to the provisions, especially:

- the designated *national objective* and *proposed beneficiaries* under item "RECITALS" of the subrecipient agreement. The national objective, the beneficiary type, and proposed beneficiaries are to be maintained throughout the duration of the project and reported in the semi-annual project status reports.
- the funds table included in PART III. §3.01 "SOURCES AND USES OF FUNDS". The sources and uses (i.e., activities) become the approved project budget.

RECIPIENT GRANT MANAGER & CONDITIONS FOR RELEASE OF FUNDS

Your SRA will detail the conditions for ROF, including identification of a Recipient Grant Manager (RGM), completion of the Environmental Review Record (ERR) to achieve environmental clearance, etc. Federal requirements allow for certain, limited 'start-up' activities prior to ROF. **Under no circumstances will you be reimbursed for non-administrative costs (e.g., procurement, acquisition, and construction) incurred prior to DED's issuance of the ROF.**

To assist you in satisfying the conditions of the SRA, please refer to the forms, instructions, and the CDBG Administration Manual available on the Department's website: <https://opportunity.nebraska.gov/programs/community/CDBG> and/or within the Department's grant management system, AmpliFund.

DED PROGRAM REPRESENTATIVE

If you have any questions regarding this information, contact your Program Representative, Lisa Heineman at (402) 471-3369 or by email at Lisa.Heineman@Nebraska.gov. The principal contact for all grant related matters is your Program Representative.

Again, we congratulate you on a successful CDBG application and look forward to working with you in carrying out your project. We sincerely appreciate your continued partnership in delivering on the state's community development efforts. Projects like yours are vital to the success of Nebraska communities and the CDBG program.

Sincerely,



Nicole Bartels
Community Development Manager
Nebraska Department of Economic Development

cc (email): Anthony Nussbaum, Falls City City Administrator, a.nussbaum@fallscityne.us,
Kelly Gentrup, SENDD, kgentrup@sendd.org
@DED→ Lisa Heineman, PW Program Manager, Lisa.Heineman@Nebraska.gov;
Angie Taylor, Community Development Coordinator, Angie.Taylor@Nebraska.gov; Federal Aid
Administrator; file(s)

Individuals who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (711) INSTATE (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111. Additional information is at the Nebraska Relay website <http://www.nebraskarelay.com/>. Nebraska Relay offers Spanish relay service for our Spanish-speaking customers. Spanish-to-Spanish (711) or 1-888-272-5528/ Spanish-to-English (711) or 1-877-564-3503. Nebraska le ofrece el servicio de relevo a nuestros clientes en español. Los consumidores de TTY pueden escribir por máquina en español y las conversaciones serán retransmitidas en español y inglés.

Prepared By:

M&A
Miller & Associates
Consulting Engineers, P.C.
1111 Central Avenue
Kearney, Nebraska 68847
tel. (308) 234-6456
fax (308) 234-1148



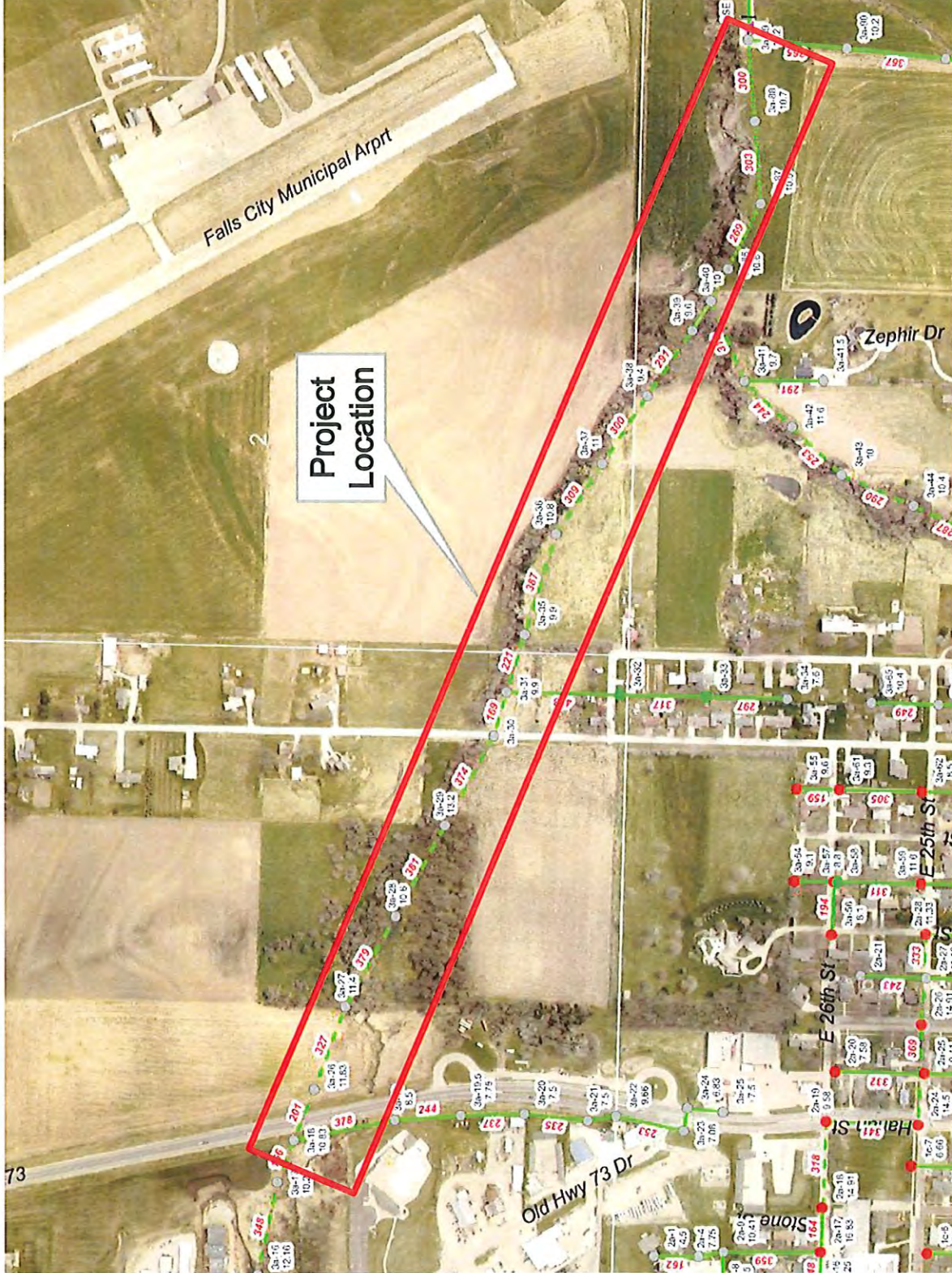
Note:
Aerial photography provided
by City of Falls City Sewer
Map 2021



SEWER REHABILITATION PROJECT LOCATION

POTENTIAL OSF
FUNDING
SEPTEMBER 2021

Falls City, Nebraska



**GENERAL ADMINISTRATION AGREEMENT
FALLS CITY PUBLIC WORKS - INFRASTRUCTURE | 24PWI006**

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 St, 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 2024 CDBG grant agreement with the Department, under contract number **24PWI006**, 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 effective date of this contract shall be **December 6th, 2024**. The termination date of the contract shall coincide with the issuance of the **Certificate of Completion** by the Nebraska Department of Economic Development (NDED).

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 **\$25,000.00** (Twenty-Five 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 subrecipients, 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 GENERAL ADMINISTRATION consisting of 3 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 St, 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 Fees

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.

General Administration

1. Contract Documents

- 1.1. Ensure execution of the DED Contract Agreement (prepared by DED)
- 1.2. Preparation and execution of SENDD Professional Services Agreement
- 1.3. Preparation and execution of SENDD's Construction Management Contract
- 1.4. Ongoing maintenance of physical and digital files to ensure compliance
- 1.5. Amplifund Management
- 1.6. Preparation of contract extensions or budget amendment requests (if applicable)
- 1.7. Ensure execution of consultant Procurement & Contract (prepared by engineer)

2. Special Conditions/Environmental Review

- 2.1. Preparation, execution, and submission of Special Conditions documents including:
 - 2.1.1. Excessive Force
 - 2.1.2. Procurement Procedures & Code of Conduct
 - 2.1.3. Financial Management Certification
 - 2.1.4. Certifying Grant Administrator Letter
 - 2.1.5. Authorization to Request Grant Funds
 - 2.1.6. Limited English Proficiency (LEP)
 - 2.1.7. Fair Housing letter
- 2.2. Preparation, execution, and submission of Environmental Review including:
 - 2.2.1. Determination of Level of Review
 - 2.2.2. Statutory Checklists
 - 2.2.3. Other Requirements
 - 2.2.4. Agency contact letters
 - 2.2.5. Notice of Intent to Request Release of Funds (NOI-RROF)
 - 2.2.6. Communication with History Nebraska (State Historic Preservation Office)
 - 2.2.7. Tier II's (for Downtown Revitalization projects)
- 2.3. Ongoing maintenance of physical and digital files to ensure compliance
- 2.4. Amplifund Management

3. Financial Management

- 3.1. Preparation of expense ledger
- 3.2. Cost Documentation, including review of project and admin invoices
- 3.3. Preparation of drawdowns related to project and administrative services
- 3.4. Amplifund Management
- 3.5. Ensure reconciliation of deposits are completed including request of bank statements and canceled checks (to be done by the Grantee and related matters)
- 3.6. Amplifund Management

3.7. Ongoing maintenance of physical and digital files to ensure compliance

4. Local Advisory Committee

4.1 Attending any meetings related to the project; includes with municipality, engineer, contractors, and businesses

4.2 Amplifund Management

4.3 Ongoing maintenance of physical and digital files to ensure compliance

5. Periodic Reports & Monitoring

5.1. Preparation of project status reports

5.2. Preparation of Job Creation reports and ensuring maintenance of baseline employees, if applicable

5.3. Identification of project impact(s)

5.4. Other performance report requirements

5.5. Ongoing maintenance of physical and digital files to ensure compliance

5.6. Amplifund Management

6. Fair Housing & Civil Rights

6.1. Ensuring compliance of Civil Rights by reviewing language in contracts,

6.2. Ensuring completion of Fair housing activities,

6.3. Ongoing maintenance of physical and digital files to ensure compliance

6.4. Amplifund Management

7. Public Participation

7.1. Preparation of public hearing notices including second public hearing and any public hearings needed throughout the course of the project

7.2. Ongoing maintenance of physical and digital files to ensure compliance

7.3. Amplifund Management

8. Correspondence & Notes

8.1. Correspondence with award recipient, engineer, contractors, businesses or any individual/organization related to grant administration

8.2. Preparing summary of meetings

8.3. Ongoing maintenance of physical and digital files to ensure compliance

8.4. Amplifund Management

9. Audit & Close Out

9.1. Continue ensuring compliance with CDBG Regulations and Uniform Administrative Requirements;

9.2. Cost Principles;

9.3. Preparation of Notification of Annual Audits; and

9.4. Preparation of close-out documents, including -

9.4.1. Risk Analysis Checklist

9.4.2. Final Financials

- 9.4.3.Final Project Status Report
- 9.4.4.Final Wage Compliance review
- 9.5. Final review of physical and digital files to prepare for monitoring
- 9.6. Amplifund Management

10. Other fees

- 10.1. Mileage and travel expenses related to attending project related meetings
- 10.2. Copies
- 10.3. Postage
- 10.4. Miscellaneous fees that relate to administrative services

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on and work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.

**CONSTRUCTION MANAGEMENT AGREEMENT
FALLS CITY PUBLIC WORKS - INFRASTRUCTURE | 24PWI006**

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 St., 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 2024 CDBG grant agreement with the Department, under contract number **24PWI006**, 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 effective date of this contract shall be **Date of Release of Funds**. 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.

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 **\$5,000.00** (Five 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 subrecipients, 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.

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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.

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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.

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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 MANAGEMENT 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 St., 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 Fees

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

Fees Schedule

For performing the Services specified above, the City agrees to pay the Consultant according to the service rate listed below. The service rate is subject to review and adjustment by the Consultant's Board of Directors on a quarterly basis. Adjusted rates will be submitted to the City as well as the Nebraska Department of Economic Development (NDED). The total value of the compensation is up to the amount listed in Section 3 of the agreement, but will be executed in increments based on a work time and material basis, unless otherwise approved by NDED.

Consultant Service Rate: \$140.00 per hour for SENDD members in good standing.