



CITY COUNCIL REGULAR MEETING
MONDAY – JANUARY 6TH, 2025, 6:00 PM
CITY HALL - COUNCIL CHAMBERS
2307 BARADA STREET
FALLS CITY, NE 68355

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

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

ROUTINE BUSINESS

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

CONSENT AGENDA

1. Minutes Approval for December 16, 2024
2. Agenda Approval
3. Claims Approval for December 7, 2024 through December 20, 2024
4. Monthly Report of the Southeast Nebraska Land Bank
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

None

REGULAR BUSINESS

1. Discussion and Action – Authorize execution of the Letter of Intent to apply for the 2025 Civic and Community Center Financing Fund program for the Falls City Outdoor Amphitheater Park
2. Discussion and Action – Resolution authorizing execution of the loan agreement, promissory note and deed of trust for the property at 1515 Stone Street for a direct loan up to \$25,920.00 from the city's CDBG Downtown Revitalization Grant No. 23DTR006
3. Discussion and Action – Approve the Scope of work and Agreement for Professional Services totaling \$129,800.00 for engineering services for the Downtown Revitalization Project CDBG Grant 23DTR006
4. Closed Session – Discussion for a Transmission Project for Electrical Resiliency and Reliability
5. Closed Session – Discussion of personnel matters



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FALLS CITY, NE 68355

ADJOURNMENT

Anthony Nussbaum, City Clerk



Jamie Baker
Chief of Police

Falls City Police Department

2307 Barada Street
Falls City, NE 68355

Phone: 402-245-4422
Fax: 402-245-6002
Email: fcpd@fallscityne.us

JANUARY 2, 2025

DRIVE SOBER OR GET PULLED OVER MOBILIZATION POST PRESS RELEASE

THE FALLS CITY POLICE DEPARTMENT PARTICIPATED IN THE DRIVE SOBER OR GET PULLED OVER MOBILIZATION FROM DECEMBER 11, 2024, THROUGH JANUARY 1, 2025. DURING THIS TIME FALLS CITY POLICE OFFICERS CONDUCTED 76 TRAFFIC STOPS WITH 34 CITATIONS AND 41 WARNINGS BEING ISSUED.

BEYOND THE TICKET ACTIVITY INCLUDES FALLS CITY OFFICERS ANSWERING 264 CALLS FOR SERVICE, INCLUDING 2 ACCIDENTS. ADDITIONALLY, OFFICERS INVESTIGATED 14 CRIMINAL MISCHIEF COMPLAINTS, 2 ASSAULTS, 26 THEFTS, 2 CURFEW VIOLATIONS, 2 CHILD ABUSE, 1 FINANCIAL EXPLOITATION AND SEVERAL OTHERS. ARRESTS WERE MADE AND MOST OF THE INVESTIGATIONS ARE COMPLETED AND CLOSED.

FALLS CITY OFFICERS WORKED A TOTAL OF 76 HOURS OF OVERTIME DURING THE MOBILIZATION PERIOD. THE COST OF THE OVERTIME WAS FUNDED THROUGH A GRANT PROVIDED BY THE NEBRASKA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY OFFICE.

THE FALLS CITY POLICE DEPARTMENT WOULD LIKE TO THANK THE CITIZENS OF FALLS CITY AND ALL OF OUR COMMUNITY PARTNERS FOR THEIR CONTINUED SUPPORT. WE ENCOURAGE ALL DRIVERS TO DRIVE SAFELY, DON'T DRINK AND DRIVE AND REMEMBER BUCKLE UP- EVERY TRIP- EVERYTIME.

FALLS CITY
CODE ENFORCEMENT
MONTHLY REPORT

December 2024

ANIMAL CALLS	ANIMALS PICKED UP	ANIMALS CLAIMED	ANIMALS ADOPTED
19	1	0	1

ANIMAL CONTROL

Lindie Jones

INCIDENT CODE: * - All

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

DATES: 12/01/2024 THRU 12/31/2024

	NEW INCIDENTS	CLOSED	VOIDED	ACTIVE AT 12/31/2024
INCIDENT CODE: 6-321	4	0	0	4
INCIDENT CODE: 6-333	3	0	0	3
INCIDENT CODE: 6-401	6	0	0	6
INCIDENT CODE: 8-204	1	0	0	1
TOTALS	14	0	0	14

December 16, 2024

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 16th day of December 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: Ferguson, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. Absent: Buckminster, Fouraker. 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 Ferguson 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 December 2, 2024, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED* BY the Council that the agenda for December 16, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED* BY the Council that the November 23, 2024, through December 6, 2024, Claims are hereby approved. 4. *BE IT FURTHER RESOLVED* BY the Council that the Treasurer's Report for November, 2024 is hereby approved. 5. *BE IT FURTHER RESOLVED* BY the Council that the Consent Agenda for December 16, 2024, is hereby approved. Roll was called on this motion and the Council persons voted as follows: "YEA" Ferguson, Kaster, F. Killingsworth, K. Killingsworth, Leyden, Ruiz. "NAY" None. "ABSENT" Buckminster, Fouraker. Motion carried.

**REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE AT PRICHARD AUDITORIUM FOR A COMEDY
EVENT ON FERUARY 15, 2025|FALLS CITY JAYCEES**

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

**REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE AT PRICHARD AUDITORIUM FOR THE
WHITETAILS BANQUET ON JANUARY 11, 2025|FALLS CITY JAYCEES**

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

**REQUEST FOR A SPECIAL DESIGNATED LIQUOR LICENSE AT PRICHARD AUDITORIUM FOR A WRESTLING
EVENT ON APRIL 26, 2025|FALLS CITY JAYCEES**

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

**REQUEST TO RESTRICT PARKING ALONG THE EASTBOUND SECTION OF EAST 19TH STREET AT SACRED
HEART SCHOOL|KENNY KILLINGSWORTH**

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

**REQUEST TO AUTHORIZE EXECUTION OF AN AGREEMENT WITH FERRIS ENGINEERING TOTALING
\$40,000.00 FOR THE 2025 ELECTRIC SCADA & RELAY UPGRADE PROJECT AS RECOMMENDED BY THE
BOARD OF PUBLIC WORKS|PUBLIC WORKS DIRECTOR-TREVOR CAMPBELL**

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

**RESOLUTION ADOPTING ADDENDUM NO. 3 TO THE INTERLOCAL COOPERATION AGREEMENT WITH THE
COUNTY OF RICHARDSON, NEBRASKA FOR A JOINT AERIAL PHOTO PROJECT**

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

**REQUEST TO AUTHORIZE EXECUTION OF A CONFIDENTIALITY AGREEMENT WITH EVERGY KANSAS
CENTRAL, INC. FOR THE PURPOSE OF CAPACITY, ENERGY MANAGEMENT AND ENERGY PRODUCTS|PUBLIC
WORKS DIRECTOR – TREVOR CAMPBELL**

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

**REQUEST TO AUTHORIZE EXECUTION OF A MUTUAL NON-DISCLOSURE AGREEMENT WITH EES TECH, INC.
FOR THE PURPOSE OF A POSSIBLE RESILIENT AND RELIABLE ENERGY PROJECT|PUBLIC WORKS
DIRECTOR – TREVOR CAMPBELL**

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

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:28 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 December 16, 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 12/7/2024 - 12/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General					
Farm & City Supply	010018	12/20/2024	smv 10" spade assembly	100-01-11-52429	4.99
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	100-01-11-52195	67.50
Farm & City Supply	010263	12/20/2024	cordextn 16/3 sjtw 40'gr	100-01-11-52429	16.99
Pro Serv	278628	12/20/2024	sav311m	100-01-11-52118	55.00
Pest Control Services of SE NE	14894	12/20/2024	service	100-01-11-52093	150.00
Farm & City Supply	010798	12/20/2024	credit	100-01-11-52429	-4.99
Farm & City Supply	010801	12/20/2024	wire brush mini asst 3pk	100-01-11-52429	4.59
Farm & City Supply	010801	12/20/2024	battery protector whip	100-01-11-52429	11.99
Farm & City Supply	010801	12/20/2024	cleaner battery 6oz spray	100-01-11-52429	17.98
Farm & City Supply	010802	12/20/2024	cleaner battery 6oz spray	100-01-11-52429	-17.98
Farm & City Supply	010802	12/20/2024	battery protector	100-01-11-52429	-11.99
Farm & City Supply	010802	12/20/2024	wire brush	100-01-11-52429	-4.59
Amazon Capital Services	17dn-4kj6-x4pm	12/20/2024	prime membership fee	100-01-11-51300	249.50
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	100-01-11-52014	35.40
AMERITAS BILLING	INV05533	12/13/2024	457 Pre Tax Percentage	100-01-00-21151	171.31
Aflac	INV05534	12/13/2024	AFLAC	100-01-00-21151	12.23
Aflac	INV05535	12/13/2024	AFLAC	100-01-00-21151	267.81
Aflac	INV05536	12/13/2024	AFLAC	100-01-00-21151	30.00
CWA Dues	INV05537	12/13/2024	CWA Union Dues	100-01-00-21151	77.72
Medica Insurance	INV05539	12/13/2024	Group Health	100-01-00-21151	18,576.22
IBEW Local Union #1536	INV05540	12/13/2024	IBEW Union Dues	100-01-00-21151	134.66
International Union of Operati	INV05541	12/13/2024	IUOE Union Dues	100-01-00-21151	149.70
Dearborn Life Insurance Com	INV05542	12/13/2024	Life Insurance	100-01-00-21151	269.97
Nebraska Child Support Paym	INV05543	12/13/2024	Child Support	100-01-00-21151	259.39
Nebraska Child Support Paym	INV05544	12/13/2024	Nebraska Child Support 2	100-01-00-21151	193.85
Nebraska Child Support Paym	INV05545	12/13/2024	Child Support	100-01-00-21151	204.01
Nebraska Dept of Revenue	INV05546	12/13/2024	Garnishment	100-01-00-21151	250.00
Ameritas	INV05548	12/13/2024	Pension 457 Pre-Tax	100-01-00-21151	30.00
Ameritas	INV05549	12/13/2024	Retirement 501a	100-01-00-21151	392.56
Ameritas	INV05550	12/13/2024	Retirement 501a	100-01-00-21151	325.06
Ameritas	INV05551	12/13/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV05552	12/13/2024	Retirement 501a	100-01-00-21151	265.24
Ameritas	INV05553	12/13/2024	Retirement 501a	100-01-00-21151	214.18
Ameritas	INV05554	12/13/2024	Retirement 501a	100-01-00-21151	229.16
Ameritas	INV05555	12/13/2024	Retirement 501a	100-01-00-21151	342.62
Ameritas	INV05556	12/13/2024	Retirement 501a	100-01-00-21151	244.72
Ameritas	INV05557	12/13/2024	Retirement 501a	100-01-00-21151	274.56
Ameritas	INV05558	12/13/2024	Retirement 501a	100-01-00-21151	217.44
Ameritas	INV05559	12/13/2024	Retirement 501a	100-01-00-21151	252.00
Ameritas	INV05560	12/13/2024	Retirement 501a	100-01-00-21151	269.36
Ameritas	INV05561	12/13/2024	Retirement 501a	100-01-00-21151	367.92
Ameritas	INV05562	12/13/2024	Retirement 501a	100-01-00-21151	314.20
Ameritas	INV05563	12/13/2024	Retirement 501a	100-01-00-21151	260.88
Ameritas	INV05564	12/13/2024	Retirement 501a	100-01-00-21151	241.32
Ameritas	INV05565	12/13/2024	Retirement 501a	100-01-00-21151	320.98
Ameritas	INV05566	12/13/2024	Retirement 501a	100-01-00-21151	219.98
Ameritas	INV05567	12/13/2024	Retirement 501a	100-01-00-21151	212.08
Ameritas	INV05568	12/13/2024	Retirement 501a	100-01-00-21151	365.50
Ameritas	INV05569	12/13/2024	Retirement 501a	100-01-00-21151	342.44
Ameritas	INV05570	12/13/2024	Retirement 501a	100-01-00-21151	349.86
Ameritas	INV05571	12/13/2024	Retirement 501a	100-01-00-21151	196.58
Ameritas	INV05572	12/13/2024	Retirement 501a	100-01-00-21151	293.00
Ameritas	INV05573	12/13/2024	Retirement 501a	100-01-00-21151	208.78

Expense Approval Report

Payment Dates: 12/7/2024 - 12/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Ameritas	INV05574	12/13/2024	Retirement 501a	100-01-00-21151	169.54
Ameritas	INV05575	12/13/2024	Retirement 501a	100-01-00-21151	300.38
Ameritas	INV05576	12/13/2024	Retirement 501a	100-01-00-21151	172.38
Ameritas	INV05577	12/13/2024	Retirement 501a	100-01-00-21151	260.54
American National Bank	INV05578	12/13/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05579	12/13/2024	HSA	100-01-00-21151	30.00
American National Bank	INV05580	12/13/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05581	12/13/2024	HSA	100-01-00-21151	50.00
American National Bank	INV05582	12/13/2024	HSA	100-01-00-21151	100.00
American National Bank	INV05583	12/13/2024	HSA	100-01-00-21151	20.00
Ameritas	INV05584	12/13/2024	Retirement 501a	100-01-00-21151	380.30
Ameritas	INV05585	12/13/2024	Retirement 501a	100-01-00-21151	400.90
Ameritas	INV05586	12/13/2024	Retirement 501a	100-01-00-21151	380.78
Ameritas	INV05587	12/13/2024	Retirement 501a	100-01-00-21151	352.62
Ameritas	INV05588	12/13/2024	Retirement 501a	100-01-00-21151	371.20
Nebraska Department of Reve	INV05589	12/13/2024	State W/H Tax	100-01-00-21151	3,548.51
Department of the Treasury	INV05590	12/13/2024	Federal W/H	100-01-00-21151	7,342.58
Department of the Treasury	INV05591	12/13/2024	Medicare Tax	100-01-00-21151	2,593.94
Department of the Treasury	INV05592	12/13/2024	Social Security Tax	100-01-00-21151	11,090.90
General Petty Cash	INV05649	12/20/2024	supplies	100-01-11-52387	251.00
Richardson County Treasurer	2024	12/20/2024	drainage dist 7	100-01-11-52163	579.36
Fund 100 - General Total:					56,745.77

Fund: 110 - Police

Home Lumber Company	345101	12/20/2024	joist hanger	110-02-21-52093	15.90
Home Lumber Company	345101	12/20/2024	1" white post frame screw/lb	110-02-21-52093	18.58
Home Lumber Company	345107	12/20/2024	6"x10' edco wg stl fascia/whit	110-02-21-52093	69.96
Harmon's OK Tire	61750	12/20/2024	repairs	110-02-21-52015	40.00
Home Lumber Company	345169	12/20/2024	2x6x10' #syp ecolife treated	110-02-21-52093	21.98
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	110-02-21-52195	112.50
Falls City Mercantile	233030	12/20/2024	2 ply centerpull perforated to	110-02-21-52429	26.57
Falls City Mercantile	233030	12/20/2024	supplies	110-02-21-52429	26.56
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	110-02-21-52014	2,792.08
Fund 110 - Police Total:					3,124.13

Fund: 115 - Animal Control

Amazon Capital Services	1txh-6kcc-34k9	12/20/2024	bluetooth pet microchip read	115-02-23-52420	68.56
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	115-02-23-52195	12.50
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	115-02-23-52014	191.40
Fund 115 - Animal Control Total:					272.46

Fund: 120 - Fire

OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	120-02-22-52195	12.50
Fund 120 - Fire Total:					12.50

Fund: 130 - Building Inspections & Code Enforcement

OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	130-02-23-52195	12.50
Fund 130 - Building Inspections & Code Enforcement Total:					12.50

Fund: 150 - Parks

Utility Department	INV05651	12/20/2024	service	150-05-51-52019	25.57
Home Lumber Company	345170	12/20/2024	turbo shear	150-05-51-52093	139.99
Farm & City Supply	010157	12/20/2024	shoe slid deluxe blk	150-05-51-52429	34.99
Farm & City Supply	010157	12/20/2024	plate shave 24"	150-05-51-52429	35.99
Farm & City Supply	010158	12/20/2024	shoe slid deluxe blk	150-05-51-52429	34.99
Farm & City Supply	010211	12/20/2024	ballast elec 3-4	150-05-51-52093	33.99
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	150-05-51-52195	37.50
Farm & City Supply	010273	12/20/2024	t1 1/8" hs steel bitt	150-05-51-52093	11.56
Farm & City Supply	010273	12/20/2024	utility knife flip-open	150-05-51-52093	16.99
Farm & City Supply	010278	12/20/2024	keyrafter #228 brass	150-05-51-52093	7.98
Utility Department	INV05644	12/20/2024	snackshack irr	150-05-51-52019	25.57
Farm & City Supply	010370	12/20/2024	auto botl jack 40000lb	150-05-51-52093	69.99
Farm & City Supply	010378	12/20/2024	led par38 e26 bw 120w dm	150-05-51-52093	25.98
Farm & City Supply	010378	12/20/2024	led par38e26 ww 120w 2pk	150-05-51-52093	39.98

Expense Approval Report

Payment Dates: 12/7/2024 - 12/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	010720	12/20/2024	laddr 4' alum step typ2	150-05-51-52093	64.99
Farm & City Supply	010720	12/20/2024	lubricant slcn spry 11oz	150-05-51-52093	9.59
Falls City Sanitation Service	INV05531	12/20/2024	nov 2024	150-05-51-52085	130.00
UCI Testing	36151	12/20/2024	paige stamper	150-05-51-52199	75.00
Moridge Mfg. Inc.	819605	12/10/2024	EZE edge #533137	150-05-51-53250	1,222.81
Moridge Mfg. Inc.	820229	12/10/2024	Model 900D-1.3L with 3472PF	150-05-51-53250	26,153.47
Moridge Mfg. Inc.	820229	12/10/2024	Model 623T with 3348PF	150-05-51-53250	8,367.98
NEXT GENERATION RECREATI	1809a	12/09/2024	rubber belt seat BLACK #S130	150-05-51-52093	204.00
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	150-05-51-52014	1,067.58
Fund 150 - Parks Total:					37,836.49

Fund: 151 - Auditorim

Farm & City Supply	010206	12/20/2024	windex	151-05-51-52429	4.59
Farm & City Supply	010206	12/20/2024	auto cleaning cloth 12pk	151-05-51-52429	14.99
Farm & City Supply	010206	12/20/2024	broom/dustpan angl 15" w	151-05-51-52429	14.99
Farm & City Supply	010206	12/20/2024	lbmn lng hndl flr scrubr	151-05-51-52429	13.99
Farm & City Supply	010206	12/20/2024	softscrub	151-05-51-52429	4.99
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	151-05-51-52195	25.00
Falls City Mercantile	232708	12/20/2024	windex glass cleaner	151-05-51-52429	52.24
Falls City Mercantile	232708	12/20/2024	2-ply centerpull perforated to	151-05-51-52429	53.13
Falls City Mercantile	232708	12/20/2024	urinal block cherry	151-05-51-52429	14.95
Falls City Mercantile	232708	12/20/2024	pink lotion soap	151-05-51-52429	16.88
Falls City Mercantile	232708	12/20/2024	merit jumbo toilet tissue	151-05-51-52429	139.11
Falls City Mercantile	232708	12/20/2024	stainless cleaner/polish ssd	151-05-51-52429	64.10
Falls City Mercantile	232708	12/20/2024	comet powder deodorizing cl	151-05-51-52429	50.29
Falls City Mercantile	232708	12/20/2024	cherry deodorized urinal mat	151-05-51-52429	5.32
Falls City Mercantile	232708	12/20/2024	merit hardwood brown towel	151-05-51-52429	56.91
Amazon Capital Services	1nhl-p7dn-x6yd	12/20/2024	drill bit	151-05-51-52429	31.96
Falls City Sanitation Service	INV05531	12/20/2024	nov 2024	151-05-51-52085	130.00
Farm & City Supply	010888	12/20/2024	febreze ae lin & sky 8.8oz	151-05-51-52429	4.59
Farm & City Supply	010888	12/20/2024	ex cord 3 outlet rd 10'	151-05-51-52429	14.99
Farm & City Supply	010888	12/20/2024	anti-slip 4"x60" hd blk	151-05-51-52429	89.70
Farm & City Supply	010974	12/20/2024	straight scissors 8"	151-05-51-52429	9.98
Farm & City Supply	010974	12/20/2024	anti-slip 4"x60 hd blk	151-05-51-52429	38.87
Farm & City Supply	011014	12/20/2024	screws	151-05-51-52093	6.50
Farm & City Supply	011066	12/20/2024	threadlocker red .2oz	151-05-51-52429	9.59
Farm & City Supply	011066	12/20/2024	2g 20' jumper cables	151-05-51-52429	74.99
Farm & City Supply	011131	12/20/2024	keyrafter #2001 brs key	151-05-51-52093	7.98
Dorr & Clark Funeral Home	12-2024-000218	12/20/2024	Rental AddOn Payment for Au	151-05-51-21600	250.00
Fund 151 - Auditorim Total:					1,200.63

Fund: 170 - Library

Wolfes Printing	3215	12/20/2024	labels	170-05-52-52372	45.75
Wolfes Printing	3215	12/20/2024	correction tape	170-05-52-52372	12.18
Wolfes Printing	3215	12/20/2024	duck ez start 6 pack	170-05-52-52372	31.50
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	170-05-52-52195	37.50
Falls City Sanitation Service	INV05531	12/20/2024	nov 2024	170-05-52-52085	65.00
THE NEMAHA COUNTY HERAL	INV05643	12/20/2024	subscription	170-05-52-51300	60.00
Fund 170 - Library Total:					251.93

Fund: 180 - Cemetery

OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	180-05-53-52195	12.50
Moridge Mfg. Inc.	819605	12/10/2024	Model 725DT with #3552RPF	180-05-53-53250	3,556.80
Moridge Mfg. Inc.	820229	12/10/2024	Model 725DT with 3472PF	180-05-53-53250	19,757.91
Moridge Mfg. Inc.	820229	12/10/2024	Model 623T with 3348PF	180-05-53-53250	8,367.97
Farm & City Supply	011375	12/20/2024	battery - aaa 4pk	180-05-53-52093	6.99
Farm & City Supply	011375	12/20/2024	floodlight solar pwr led	180-05-53-52093	31.99
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	180-05-53-52014	301.61
Fund 180 - Cemetery Total:					32,035.77

Fund: 190 - Streets

Farm & City Supply	010225	12/20/2024	air hose reel a20a retractable	190-03-31-52429	199.99
OneNeck It Solutions	pji000080851	12/20/2024	oct-nov 2024	190-03-31-52195	25.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Falls City Sanitation Service	INV05531	12/20/2024	nov 2024	190-03-31-52085	65.00
Farm & City Supply	010825	12/20/2024	thread rod 7/16-14x36"	190-03-31-52429	13.98
Farm & City Supply	010825	12/20/2024	milton inner dual chuck	190-03-31-52429	18.99
Home Lumber Company	345362	12/20/2024	21" epdm tarp strap	190-03-31-52360	9.56
Home Lumber Company	345362	12/20/2024	2x4x16' hem-fir sel strut	190-03-31-52360	9.99
Home Lumber Company	345362	12/20/2024	1-1/2" reisser deck screws/lbs	190-03-31-52360	54.95
Home Lumber Company	345362	12/20/2024	24" rubber tarp strap	190-03-31-52360	5.67
Home Lumber Company	345362	12/20/2024	48-00-5787 9" the torch sawz	190-03-31-52360	24.99
Home Lumber Company	345362	12/20/2024	1x2"x18" wood stake	190-03-31-52360	84.00
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	190-03-31-52014	4,774.14
Martin Marietta	44632890	12/16/2024	1 1/2" crush & clean rock	190-03-31-52354	1,191.88
O'Reilly Automotive Inc	5895-220697	12/12/2024	radiator - Unit 46	190-03-31-52015	1,305.99
Martin Marietta	44642864	12/16/2024	1 1/2" crush & clean rock	190-03-31-52354	2,399.54
Fund 190 - Streets Total:					10,183.67

Fund: 195 - Mechanic Shop

O'Reilly Automotive Inc	5895-219575	12/20/2024	platinum plg	195-03-66-52330	27.72
Harmon's OK Tire	61706	12/20/2024	tire, repairs	195-03-66-52330	140.25
Falls City Auto Supply	73544	12/20/2024	air filter	195-03-66-52330	33.79
Farm & City Supply	010432	12/20/2024	5/16 combo wrench	195-03-66-52429	2.99
Farm & City Supply	010432	12/20/2024	8mm combo wrench	195-03-66-52429	2.99
Harmon's OK Tire	61752	12/20/2024	repairs	195-03-66-52330	15.00
Falls City Auto Supply	73559	12/20/2024	baldwin	195-03-66-52330	33.97
Eggers Bros Inc	054342	12/20/2024	u-jt rep kit	195-03-66-52330	130.13
Farm & City Supply	010784	12/20/2024	supplies	195-03-66-52429	8.99
Mr Automotive	016406	12/20/2024	wiper blade	195-03-66-52330	8.96
Farm & City Supply	010891	12/20/2024	battery alkl n aa 8pk	195-03-66-52429	6.99
Farm & City Supply	010891	12/20/2024	battery alkaline aaa 8pk	195-03-66-52429	6.99
Falls City Auto Supply	73700	12/20/2024	clamp	195-03-66-52330	6.50
Falls City Auto Supply	73700	12/20/2024	filter	195-03-66-52330	7.59
Falls City Auto Supply	73739	12/20/2024	skf	195-03-66-52330	29.95
Bosselman Pump & Pantry Inc	INV05532	12/20/2024	oct/nov 2024	195-03-66-52014	157.20
Fund 195 - Mechanic Shop Total:					620.01

Fund: 205 - Dispatching

JUSTICE DATA SOLUTIONS INC	24723	12/20/2024	software support	205-02-24-52199	2,400.00
Fund 205 - Dispatching Total:					2,400.00

Fund: 280 - Housing Abatement/Demolition Program

General Petty Cash	INV05649	12/20/2024	supplies	280-06-23-52387	9.96
Fund 280 - Housing Abatement/Demolition Program Total:					9.96

Fund: 600 - Electric

Kansas Municipal Utilities	19432	12/20/2024	service-training cepuran	600-07-62-51300	500.00
American Public Power Assoc	000201832	12/20/2024	dues	600-07-61-51300	3,725.17
Quill Corportation	0041276073	12/20/2024	supplies	600-07-62-52372	14.82
Harmon's OK Tire	61231	12/20/2024	tire repair	600-07-61-52014	50.00
T & R Electric Supply	180293	11/13/2024	167 KVA 12470/7200 240/120	600-07-00-10500	10,154.46
Brown County Transfer	150533	12/20/2024	service	600-07-61-52085	362.99
Brown County Transfer	150542	12/20/2024	service	600-07-61-52085	367.84
Brown County Transfer	150554	12/20/2024	service	600-07-61-52085	325.42
Uline	186011257	12/20/2024	18x18 oil only absorbent pillo	600-07-62-52420	163.71
T & R Electric Supply	247784	12/20/2024	credit	600-07-00-10500	-2,425.00
Farm & City Supply	010161	12/20/2024	thread seal tpe 1/2x260"	600-07-61-52096	1.50
Farm & City Supply	010161	12/20/2024	quick coupler 3/8 f npt 4220 p	600-07-61-52096	11.49
Farm & City Supply	010183	12/20/2024	supplies	600-07-61-52429	41.90
OneNeck It Solutions	pji0000080851	12/20/2024	service	600-07-61-52195	67.50
OneNeck It Solutions	pji0000080851	12/20/2024	service	600-07-61-52195	37.50
OneNeck It Solutions	pji0000080851	12/20/2024	service	600-07-61-52195	25.00
Farm & City Supply	010281	12/20/2024	mlw drv r bit set 54pc	600-07-62-52420	32.24
N & N	86-740	12/20/2024	waste	600-07-61-52085	975.00
Border States	929490587	12/12/2024	Plug Male, Grd.-Woodhead #1	600-07-00-10500	27.35
Border States	929490587	12/12/2024	Connector Compression, WR-	600-07-00-10500	36.55

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Border States	929490587	12/12/2024	8' x 3 3/4" x 4 3/4" wood cros	600-07-00-10500	1,000.61
Bosselman Pump & Pantry Inc	INV05646	12/20/2024	oct/nov 2024	600-07-61-52014	2,578.26
Bosselman Pump & Pantry Inc	INV05646	12/20/2024	oct/nov 2024	600-07-62-52014	129.30
Farm & City Supply	010690	12/20/2024	locking plier st 6 & 10" 2p	600-07-62-52420	32.24
Farm & City Supply	010690	12/20/2024	screws	600-07-62-52420	5.93
Farm & City Supply	010799	12/20/2024	smv 10" spade assembly	600-07-62-52420	5.36
Farm & City Supply	010803	12/20/2024	wire brush mini asst 3pk	600-07-62-52420	4.93
Farm & City Supply	010803	12/20/2024	battery protector whip	600-07-62-52420	12.89
Farm & City Supply	010803	12/20/2024	cleanr battery 6oz spray	600-07-62-52420	19.33
Farm & City Supply	010835	12/20/2024	peak bluedef 2.5gal	600-07-61-52429	42.98
Falls City Mercantile	233005	12/20/2024	paper towels	600-07-62-52420	42.21
Falls City Mercantile	233005	12/20/2024	urinal block	600-07-62-52420	16.07
Falls City Mercantile	233005	12/20/2024	toilet tissue	600-07-62-52420	80.18
Farm & City Supply	010870	12/20/2024	pest chaser rodent 3pk	600-07-62-52420	70.93
Farm & City Supply	010870	12/20/2024	mighty board glue trap	600-07-62-52420	51.51
Farm & City Supply	010870	12/20/2024	great stuff big gap 20oz	600-07-62-52420	23.63
Farm & City Supply	010873	12/20/2024	keykrafter #95 brass	600-07-62-52420	12.87
Farm & City Supply	010886	12/20/2024	comp conctr3/8x1/8mpt lf	600-07-62-52420	7.08
Farm & City Supply	010886	12/20/2024	tap carded 1/8x27npt	600-07-62-52420	9.67
Farm & City Supply	010895	12/20/2024	clamp hose 1/4" to 5/8"ss	600-07-62-52420	1.39
Farm & City Supply	010895	12/20/2024	hose barb 1/4"x1/8"mpt	600-07-62-52420	4.93
UCI Testing	036151	12/20/2024	dale campbell	600-07-00-52199	75.00
Husker Electric Supply	59208	12/11/2024	telescoping extendo stick HV-	600-07-61-52935	653.43
IES Commercial Inc	spp 7 & 8	12/20/2024	2022 elect dist	600-07-61-53550	113,138.64
Farm & City Supply	010979	12/20/2024	11pc combo wrench set	600-07-62-52420	45.57
Farm & City Supply	010979	12/20/2024	screwdriver set 10pc	600-07-62-52420	21.49
Border States	929522332	12/09/2024	2" SCH 40 PVC coupling (E129	600-07-00-10500	10.73
Farm & City Supply	011060	12/20/2024	ex cord 3 outlet ylw 2'	600-07-62-52420	16.12
Farm & City Supply	011060	12/20/2024	brooder lamp 18/2sjtw 6'	600-07-62-52420	19.34
Farm & City Supply	011060	12/20/2024	softlens250w redheat 2pk	600-07-62-52420	18.26
Farm & City Supply	011078	12/20/2024	heat cable pipe15' system	600-07-62-52420	64.49
Farm & City Supply	011133	12/20/2024	m18 oxcellating tool to	600-07-62-52420	138.67
Farm & City Supply	011133	12/20/2024	osc uf mmat 1-3/8" 3 pk	600-07-62-52420	40.84
Amazon Capital Services	17dn-4kl6-x4pm	12/20/2024	membership	600-07-61-51300	62.38
Farm & City Supply	011374	12/20/2024	supplies	600-07-61-52429	-41.90
True Value Hardware	0003	12/20/2024	heater	600-07-61-52429	96.74
Dollar General Store	69570	12/20/2024	cleaningsupplies	600-07-61-52429	18.50
Border States	929562138	12/13/2024	skinning knife Buckingham K7	600-07-00-10500	28.23
Border States	929562149	12/13/2024	Tape-3M Super 88 2" Wide Bl	600-07-00-10500	289.18
Sojka's Plumbing	2209	12/20/2024	bucket truck rental	600-07-61-52094	2,100.00
AMERITAS BILLING	INV05593	12/13/2024	457 After Tax %	600-07-00-21151	250.88
AMERITAS BILLING	INV05594	12/13/2024	457 Pre Tax Percentage	600-07-00-21151	85.33
Aflac	INV05595	12/13/2024	AFLAC	600-07-00-21151	32.72
Aflac	INV05596	12/13/2024	AFLAC	600-07-00-21151	151.53
CWA Dues	INV05597	12/13/2024	CWA Union Dues	600-07-00-21151	179.50
Medica Insurance	INV05599	12/13/2024	Group Health	600-07-00-21151	19,123.47
IBEW Local Union #1536	INV05600	12/13/2024	IBEW Union Dues	600-07-00-21151	355.77
Dearborn Life Insurance Com	INV05601	12/13/2024	Life Insurance	600-07-00-21151	208.04
Ameritas	INV05603	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	468.03
Ameritas	INV05604	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	250.00
Ameritas	INV05605	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV05606	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	68.26
Ameritas	INV05607	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	1,000.00
Ameritas	INV05608	12/13/2024	Pension 457 Pre-Tax	600-07-00-21151	300.00
Ameritas	INV05609	12/13/2024	Retirement 501a	600-07-00-21151	381.42
Ameritas	INV05610	12/13/2024	Retirement 501a	600-07-00-21151	299.62
Ameritas	INV05611	12/13/2024	Retirement 501a	600-07-00-21151	284.78
Ameritas	INV05612	12/13/2024	Retirement 501a	600-07-00-21151	496.30
Ameritas	INV05613	12/13/2024	Retirement 501a	600-07-00-21151	341.32
Ameritas	INV05614	12/13/2024	Retirement 501a	600-07-00-21151	538.20

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Ameritas	INV05615	12/13/2024	Retirement 501a	600-07-00-21151	290.78
Ameritas	INV05616	12/13/2024	Retirement 501a	600-07-00-21151	407.18
Ameritas	INV05617	12/13/2024	Retirement 501a	600-07-00-21151	271.66
Ameritas	INV05618	12/13/2024	Retirement 501a	600-07-00-21151	270.34
Ameritas	INV05619	12/13/2024	Retirement 501a	600-07-00-21151	287.20
Ameritas	INV05620	12/13/2024	Retirement 501a	600-07-00-21151	317.26
Ameritas	INV05621	12/13/2024	Retirement 501a	600-07-00-21151	287.48
Ameritas	INV05622	12/13/2024	Retirement 501a	600-07-00-21151	296.30
Ameritas	INV05623	12/13/2024	Retirement 501a	600-07-00-21151	213.22
Ameritas	INV05624	12/13/2024	Retirement 501a	600-07-00-21151	250.60
Ameritas	INV05625	12/13/2024	Retirement 501a	600-07-00-21151	441.32
Ameritas	INV05626	12/13/2024	Retirement 501a	600-07-00-21151	241.90
Ameritas	INV05627	12/13/2024	Retirement 501a	600-07-00-21151	229.16
Ameritas	INV05628	12/13/2024	Retirement 501a	600-07-00-21151	231.46
Ameritas	INV05629	12/13/2024	Retirement 501a	600-07-00-21151	421.64
Ameritas	INV05630	12/13/2024	Retirement 501a	600-07-00-21151	196.28
Ameritas	INV05631	12/13/2024	Retirement 501a	600-07-00-21151	313.92
Ameritas	INV05632	12/13/2024	Retirement 501a	600-07-00-21151	376.56
Ameritas	INV05633	12/13/2024	Retirement 501a	600-07-00-21151	405.66
American National Bank	INV05634	12/13/2024	HSA	600-07-00-21151	200.00
American National Bank	INV05635	12/13/2024	HSA	600-07-00-21151	147.00
American National Bank	INV05636	12/13/2024	HSA	600-07-00-21151	65.00
American National Bank	INV05637	12/13/2024	HSA	600-07-00-21151	200.00
American National Bank	INV05638	12/13/2024	HSA	600-07-00-21151	20.00
Department of the Treasury	INV05639	12/13/2024	Medicare Tax	600-07-00-21151	2,536.46
Department of the Treasury	INV05640	12/13/2024	Social Security Tax	600-07-00-21151	10,845.52
Nebraska Department of Reve	INV05641	12/13/2024	State W/H Tax	600-07-00-21151	3,603.33
Department of the Treasury	INV05642	12/13/2024	Federal W/H	600-07-00-21151	7,456.99
Farm & City Supply	011767	12/16/2024	Stihl 194T chain saw	600-07-61-52420	445.04
Utility Department Petty Cash	INV05645	12/20/2024	travel	600-07-61-51310	306.00
Utility Department Petty Cash	INV05645	12/20/2024	postage	600-07-62-52387	73.60
Fund 600 - Electric Total:					192,207.48

Fund: 610 - Water

Amazon Capital Services	14r4-qdyj-hcqmq	12/20/2024	dual band long range wifi ant	610-07-65-52429	11.99
Amazon Capital Services	14r4-qdyj-hcqmq	12/20/2024	indulgear 500lbs big and tail o	610-07-65-52429	199.99
OneNeck It Solutions	pji0000080851	12/20/2024	service	610-07-65-52195	12.50
Hach Chemical Co	14274771	12/20/2024	62011 500ml wash bottle	610-07-65-52300	14.08
Hach Chemical Co	14274771	12/20/2024	20556 ETDA Solution	610-07-65-52300	66.41
Hach Chemical Co	14274771	12/20/2024	2105528 1000 Free PP	610-07-65-52300	259.53
Hach Chemical Co	14274771	12/20/2024	2527025 Fluoride Accuvac	610-07-65-52300	261.75
Hach Chemical Co	14274771	12/20/2024	2105628 1000 Total PP	610-07-65-52300	280.63
McMaster-Carr	37134770	12/20/2024	thick-wall pvc	610-07-65-52429	73.90
McMaster-Carr	37134770	12/20/2024	high-density thread sealant ta	610-07-65-52429	34.48
Dutton-Lainson Co	905462-1	12/09/2024	SP thermostat DL#390-1500	610-07-65-52093	287.49
Farm & City Supply	010381	12/20/2024	mlw t25 bit 2" 5pk	610-07-65-52429	12.89
Farm & City Supply	010381	12/20/2024	dwy couple flex 4"x4"	610-07-65-52429	25.78
Farm & City Supply	010381	12/20/2024	ammonia clear gl	610-07-65-52429	6.44
Hach Chemical Co	14275789	12/20/2024	92899 100 Hardness PP	610-07-65-52300	36.28
McMaster-Carr	37204550	12/20/2024	nut for 3/8 tube	610-07-65-52096	28.04
McMaster-Carr	37204550	12/20/2024	tube support for 3/8" tub	610-07-65-52096	8.25
McMaster-Carr	37204550	12/20/2024	compression tube fitting tee c	610-07-65-52096	36.39
McMaster-Carr	37204550	12/20/2024	compression tube fitting adap	610-07-65-52096	71.00
McMaster-Carr	37204550	12/20/2024	compression tube fitting strai	610-07-65-52096	25.89
McMaster-Carr	37212578	12/20/2024	wet-location toggle switch	610-07-65-52093	37.10
McMaster-Carr	37212578	12/20/2024	glass tube fuses	610-07-65-52093	35.12
McMaster-Carr	37212578	12/20/2024	cover for 0.71" maximum tog	610-07-65-52093	9.84
Farm & City Supply	010489	12/20/2024	hydrated lime type s 50#	610-07-65-52429	35.46
Farm & City Supply	010489	12/20/2024	fuse elec fast act Sacd2	610-07-65-52429	9.67
Farm & City Supply	010565	12/20/2024	plstc bucket 5g wht ace	610-07-65-52429	21.25
Farm & City Supply	010565	12/20/2024	plastic pl lid f/3.5&5g	610-07-65-52429	5.36

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Payment Dates: 12/7/2024 - 12/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	010565	12/20/2024	clamp 1.25-2.25 marin	610-07-65-52429	5.98
Bosselman Pump & Pantry Inc	INV05646	12/20/2024	oct/nov 2024	610-07-65-52014	499.90
Farm & City Supply	010703	12/20/2024	garment hook snl wh cd2	610-07-65-52429	9.87
Farm & City Supply	010703	12/20/2024	mil black nitrile lrg glove	610-07-65-52429	53.73
Mississippi Lime Co	cd44625	12/20/2024	quicklime	610-07-65-52300	9,140.34
VESSCO INC.	096041	12/20/2024	Vacuum regulator rebuild kits	610-07-65-52096	168.87
VESSCO INC.	096041	12/20/2024	Vacuum regulator rebuild kits	610-07-65-52096	517.88
HYDRO OPTIMIZATION &	12321	12/20/2024	service	610-07-65-53550	83,551.26
Farm & City Supply	011069	12/20/2024	wire sjow-a 18/2 bulk	610-07-65-52099	5.98
Core & Main LP	W112846	12/09/2024	3/4" MIP x 3/4" IPS PEP (W92	610-07-00-10500	107.50
Amazon Capital Services	17dn-4kl6-x4pm	12/20/2024	membership	610-07-67-51300	62.38
Lincoln Winwater Works Co	1017436 01	12/11/2024	1" I-I ball curb stop Ford B11-	610-07-00-10500	127.93
Lincoln Winwater Works Co	1017436 01	12/11/2024	3/4" brass washer (W100)	610-07-00-10500	25.80
Lincoln Winwater Works Co	107123 01	12/11/2024	1" ball valve I-I LFFBV-3C (W9	610-07-00-10500	13.71
Lincoln Winwater Works Co	107123 01	12/11/2024	2" ball valve brass LFFBV-3C (610-07-00-10500	45.68
Lincoln Winwater Works Co	107123 01	12/11/2024	4" x 30" full circle clamp all SS	610-07-00-10500	263.38
Lincoln Winwater Works Co	107123 01	12/11/2024	4" x 15" full circle clamp (4.95	610-07-00-10500	388.61
Lincoln Winwater Works Co	107123 01	12/11/2024	Hymax 4 x 15 (4.25-5.63) 860-	610-07-00-10500	946.00
Utility Department Petty Cash	INV05645	12/20/2024	postage	610-07-65-52387	186.95
Fund 610 - Water Total:					98,029.26

Fund: 620 - Gas

Quill Corporation	0041276073	12/20/2024	supplies	620-07-63-52372	37.93
OneNeck It Solutions	pji0000080851	12/20/2024	service	620-07-63-52195	62.50
Farm & City Supply	010267	12/20/2024	mlw rcip wrk 12"7/11t 5p	620-07-63-52429	32.24
Farm & City Supply	010267	12/20/2024	great stuff big gap 12oz	620-07-63-52429	25.77
One Call Concepts, Inc	4110134	12/20/2024	fees	620-07-63-52199	49.28
Bosselman Pump & Pantry Inc	INV05646	12/20/2024	oct/nov 2024	620-07-63-52014	1,509.14
Farm & City Supply	010652	12/20/2024	battery alkaline aa 4pk	620-07-63-52429	7.51
Farm & City Supply	010652	12/20/2024	instant credit	620-07-63-52429	-4.00
Farm & City Supply	010652	12/20/2024	battery alkin d 8pk	620-07-63-52429	21.49
Farm & City Supply	010652	12/20/2024	energizr max batt c 8pk	620-07-63-52429	21.49
Farm & City Supply	010670	12/20/2024	spraypnt 2x flt black	620-07-63-52429	8.59
Farm & City Supply	010829	12/20/2024	battery alkaline d 4pk	620-07-63-52429	13.96
Border States	929507542	12/09/2024	Nipple 1" x 4" Blk (G4033)	620-07-63-10500	51.60
Border States	929507542	12/09/2024	Nipple 1" x 11" Blk (G4041.5)	620-07-63-10500	39.29
Border States	929507542	12/09/2024	Nipple 1" x 12" Blk (G4042)	620-07-63-10500	39.29
Border States	929507542	12/09/2024	Nipple 1" x 10" Blk (G4041)	620-07-63-10500	34.19
Border States	929507542	12/09/2024	Nipple 1" x 8 1/2" Blk (G4039)	620-07-63-10500	20.51
Border States	929507542	12/09/2024	Nipple 1" x 9" Blk (G4040)	620-07-63-10500	20.51
Border States	929507542	12/09/2024	Nipple 1" X 5" Blk (G4035)	620-07-63-10500	15.16
Border States	929507542	12/09/2024	Nipple 1 1/4" x 3 1/2" Blk (G4	620-07-63-10500	16.13
Border States	929507542	12/09/2024	Nipple 1" x 2 1/2" BLK (G4030	620-07-63-10500	10.27
Border States	929507542	12/09/2024	Plug - 1" Blk screwed (G4009)	620-07-63-10500	8.87
Border States	929507542	12/09/2024	Nipple 1 1/4" X 3" Blk (G4048)	620-07-63-10500	8.16
Border States	929507542	12/09/2024	Nipple 1" x 8: Blk (G4039)	620-07-63-10500	17.54
Border States	929507542	12/09/2024	Nipple 1 1/4" x 4 1/2" Blk (G4	620-07-63-10500	11.52
Border States	929507542	12/09/2024	Nipple 1" x 6" Blk (G4037)	620-07-63-10500	18.01
Clayton Energy Corp	18186	12/20/2024	service	620-07-63-52303	65,541.39
BLACKBURN MANUFACTURIN	0752925-IN	12/09/2024	buried gas line flags w/screen	620-07-63-10500	129.28
Meyer Home Center	27636	12/20/2024	service	620-07-63-52429	8.17
Amazon Capital Services	17dn-4kl6-x4pm	12/20/2024	membership	620-07-63-51300	62.37
Utility Department Petty Cash	INV05645	12/20/2024	postage	620-07-63-52387	54.75
American Public Gas Assoc	INV05652	12/20/2024	membership 2025	620-07-63-51300	1,519.23
Fund 620 - Gas Total:					69,412.14

Fund: 630 - Wastewater

NDEE - Fiscal Services	INV05647	12/20/2024	oferators license	630-07-64-52931	150.00
Quill Corporation	0041276073	12/20/2024	supplies	630-07-64-52372	24.70
Brown County Transfer	3797	12/20/2024	waste	630-07-64-52085	150.00
OneNeck It Solutions	pji0000080851	12/20/2024	service	630-07-64-52195	50.00
Bosselman Pump & Pantry Inc	INV05646	12/20/2024	oct/nov 2024	630-07-64-52014	296.19

Expense Approval Report

Payment Dates: 12/7/2024 - 12/20/2024

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	010715	12/20/2024	elec tp 3/4"x12' 5pk ast	630-07-64-52093	4.99
Farm & City Supply	010715	12/20/2024	thread seal tpe 1/2x260"	630-07-64-52093	8.34
Falls City Auto Supply	73628	12/20/2024	diesel ex fluid	630-07-64-52014	14.99
Farm & City Supply	010790	12/20/2024	64oz power service fuel suppl	630-07-64-52429	67.47
Farm & City Supply	010994	12/20/2024	Milwaukee M18 FUEL Mid-Tor	630-07-64-52420	249.00
Amazon Capital Services	17dn-4kl6-x4pm	12/20/2024	membership	630-07-64-52941	62.37
Servi-Tech Inc	21160	12/20/2024	service	630-07-64-52198	1,470.00
Utility Department Petty Cash	INV05645	12/20/2024	postage	630-07-64-52387	54.75
				Fund 630 - Wastewater Total:	2,602.80
				Grand Total:	506,957.50

Report Summary

Fund Summary

Fund	Payment Amount
100 - General	56,745.77
110 - Police	3,124.13
115 - Animal Control	272.46
120 - Fire	12.50
130 - Building Inspections & Code Enforcement	12.50
150 - Parks	37,836.49
151 - Auditorim	1,200.63
170 - Library	251.93
180 - Cemetery	32,035.77
190 - Streets	10,183.67
195 - Mechanic Shop	620.01
205 - Dispatching	2,400.00
280 - Housing Abatement/Demolition Program	9.96
600 - Electric	192,207.48
610 - Water	98,029.26
620 - Gas	69,412.14
630 - Wastewater	2,602.80
Grand Total:	506,957.50

Account Summary

Account Number	Account Name	Payment Amount
100-01-00-21151	Payroll Deductions Paya	55,341.02
100-01-11-51300	Subscriptions & Educatio	249.50
100-01-11-52014	Vehicle/Equipment Main	35.40
100-01-11-52093	Building/Grounds Maint	150.00
100-01-11-52118	Printing & Publishing	55.00
100-01-11-52163	Tax Expense	579.36
100-01-11-52195	Technology Services	67.50
100-01-11-52387	Postage/Shipping	251.00
100-01-11-52429	Supplies & Materials	16.99
110-02-21-52014	Vehicle/Equipment Main	2,792.08
110-02-21-52015	Vehicle/Equipment Repa	40.00
110-02-21-52093	Building/Grounds Maint	126.42
110-02-21-52195	Technology Services	112.50
110-02-21-52429	Supplies & Materials	53.13
115-02-23-52014	Vehicle/Equipment Main	191.40
115-02-23-52195	Technology Services	12.50
115-02-23-52420	Small Equipment	68.56
120-02-22-52195	Technology Services	12.50
130-02-23-52195	Technology Services	12.50
150-05-51-52014	Vehicle/Equipment Main	1,067.58
150-05-51-52019	Water/Sewer Expense	51.14
150-05-51-52085	Refuse/Recycling	130.00
150-05-51-52093	Building/Grounds Maint	625.04
150-05-51-52195	Technology Services	37.50
150-05-51-52199	Other Contractual Servic	75.00
150-05-51-52429	Supplies & Materials	105.97
150-05-51-53250	Other Capital Equipment	35,744.26
151-05-51-21600	Deposits Payable	250.00
151-05-51-52085	Refuse/Recycling	130.00
151-05-51-52093	Building/Grounds Maint	14.48
151-05-51-52195	Technology Services	25.00
151-05-51-52429	Supplies & Materials	781.15
170-05-52-51300	Subscriptions & Educatio	60.00
170-05-52-52085	Refuse/Recycling	65.00
170-05-52-52195	Technology Services	37.50
170-05-52-52372	Office Supplies	89.43

Account Summary

Account Number	Account Name	Payment Amount
180-05-53-52014	Vehicle/Equipment Main	301.61
180-05-53-52093	Building/Grounds Maint	38.98
180-05-53-52195	Technology Services	12.50
180-05-53-53250	Other Capital Equipment	31,682.68
190-03-31-52014	Vehicle/Equipment Main	4,774.14
190-03-31-52015	Vehicle/Equipment Repa	1,305.99
190-03-31-52085	Refuse/Recycling	65.00
190-03-31-52195	Technology Services	25.00
190-03-31-52354	Gravel & Barrow	3,591.42
190-03-31-52360	Lumber	189.16
190-03-31-52429	Supplies & Materials	232.96
195-03-66-52014	Vehicle/Equipment Main	157.20
195-03-66-52330	Merchandise for Resale	433.86
195-03-66-52429	Supplies & Materials	28.95
205-02-24-52199	Other Contractual Servic	2,400.00
280-06-23-52387	Postage/Shipping	9.96
600-07-00-10500	Inventory-Electric Gener	9,122.11
600-07-00-21151	Payroll Deductions Paya	55,939.39
600-07-00-52199	Other Contractual Servic	75.00
600-07-61-51300	Subscriptions & Educatio	3,787.55
600-07-61-51310	Training, Meetings & Co	306.00
600-07-61-52014	Vehicle/Equipment Main	2,628.26
600-07-61-52085	Refuse/Recycling	2,031.25
600-07-61-52094	Infrastructure Maintena	2,100.00
600-07-61-52096	Operational Equipment	12.99
600-07-61-52195	Technology Expense	105.00
600-07-61-52420	Small Equipment	445.04
600-07-61-52429	Supplies & Materials	158.22
600-07-61-52935	Other Supplies	653.43
600-07-61-53550	Utility Systems & Structu	113,138.64
600-07-62-51300	Subscriptions & Educatio	500.00
600-07-62-52014	Vehicle/Equipment Main	129.30
600-07-62-52195	Technology Expense	25.00
600-07-62-52372	Office Supplies	14.82
600-07-62-52387	Postage/Shipping	73.60
600-07-62-52420	Small Equipment	961.88
610-07-00-10500	Inventory-Water	1,918.61
610-07-65-52014	Vehicle/Equipment Main	499.90
610-07-65-52093	Building/Grounds Maint	369.55
610-07-65-52096	Operational Equipment	856.32
610-07-65-52099	Other Maintenance & R	5.98
610-07-65-52195	Technology Expense	12.50
610-07-65-52300	Chemicals	10,059.02
610-07-65-52387	Postage/Shipping	186.95
610-07-65-52429	Supplies & Materials	506.79
610-07-65-53550	Utility Systems & Structu	83,551.26
610-07-67-51300	Subscriptions & Educatio	62.38
620-07-63-10500	Inventory-Gas	440.33
620-07-63-51300	Subscriptions & Educatio	1,581.60
620-07-63-52014	Vehicle/Equipment Main	1,509.14
620-07-63-52195	Technology Expense	62.50
620-07-63-52199	Other Contractual Servic	49.28
620-07-63-52303	Commodity Purchase for	65,541.39
620-07-63-52372	Office Supplies	37.93
620-07-63-52387	Postage/Shipping	54.75
620-07-63-52429	Supplies & Materials	135.22
630-07-64-52014	Vehicle/Equipment Main	311.18
630-07-64-52085	Refuse/Recycling	150.00

Account Summary

Account Number	Account Name	Payment Amount
630-07-64-52093	Building/Grounds Maint	13.33
630-07-64-52195	Technology Expense	50.00
630-07-64-52198	Other Professional Servi	1,470.00
630-07-64-52372	Office Supplies	24.70
630-07-64-52387	Postage/Shipping	54.75
630-07-64-52420	Small Equipment	249.00
630-07-64-52429	Supplies & Materials	67.47
630-07-64-52931	Training, Meetings & Co	150.00
630-07-64-52941	Subscriptions & Educatio	62.37
Grand Total:		506,957.50

Project Account Summary

Project Account Key	Payment Amount
None	307,514.17
21100153550	113,138.64
24-1015-52094{1}	2,100.00
24-1015-600-52935 - 998 Utilities	653.43
24101853550	83,551.26
Grand Total:	506,957.50

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

December 12, 2024
2307 Barada Street, Falls City, Nebraska

A regular meeting of the Board Members of Southeast Nebraska Land Bank of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 12th day of December 2024, at 12:03 o'clock P.M. Present were: Board Members: LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. Absent: Marilyn Capps, Garrett Harring, Ed Harris. Also present was Director/Secretary, Lucas Froeschl and Ex-Officio Anthony Nussbaum. Lucas Froeschl recorded the minutes of the meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

DIRECTOR'S REPORT

Lucas Froeschl, Executive Director, gave the director's report. It was noted that the Judicial Foreclosure at 1223 Fulton Street was complete. Disposition of 1612 Fulton to the City of Falls City for the Rural Workforce Housing Fund house construction project is complete. The seasonal lawn mowing is complete, generally for 6 months from May through October. It was suggested that we may want to look at a 3-year contract for this service going forward. The 2024 Audit Waiver has been approved, which included nearly 14 months total from the 8/8/23 land bank creation date to fiscal year-end on 9/30/24 as recommended by Audit Manager, Dakota Christensen. It was also noted that three properties from CN Grey LLC were recently donated to the land bank (1515 Lane, 813 Harlan, and 710 W 21st) as previously approved on 9/12/24 under item Potential Property Acquisitions.

CONSENT AGENDA

A motion was made by Toni Wintz and seconded by Rachel Rankin to approve the consent agenda as follows: *WHEREAS*, certain business of the Southeast Nebraska Land Bank of the City of Falls City (City) transpires on a regular and routine basis or is not of controversial nature; and *WHEREAS*, roll call votes on each individual issue greatly extend the meeting time. *NOW, THEREFORE, BE IT HEREBY RESOLVED* BY the Southeast Nebraska Land Bank that in the interest of economizing time, yet complying with the Public Meeting Laws of the State of Nebraska, which require roll call voting, the following issues are hereby consolidated in this Consent Resolution: 1. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the minutes from the October 10, 2024, regular meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the agenda for December 12, 2024, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Treasurer's Report was given with \$10,659.07 in account. It was also noted that the Land Bank is now calling on the \$60,000 loan at 0% for 10 years from Falls City EDGE as approved on 5/9/24 under Property Acquisitions for Developers and plans for that 10-year term to begin on 1/1/25. 4. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Consent Agenda for December 12, 2024 is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. "NAY" None. Absent: Marilyn Capps, Garrett Harring, Ed Harris. Motion carried.

POTENTIAL PROPERTY ACQUISITIONS

A motion was made by Rachel Rankin and seconded by Toni Wintz to acquire an empty lot for housing development Project #2025-1. Roll was called on this motion and the members voted as follows: "YEA" LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. "NAY" None. Absent: Marilyn Capps, Garrett

Harring, Ed Harris. Motion carried.

TAX RECAPTURE AT 1612 FULTON STREET

A discussion was held and it was determined a motion would not be needed to proceed with this process. No motion was made.

MEETING ADJOURNED AT 12:51pm.

I, the undersigned, hereby certify that the foregoing is a true and correct copy of proceedings had and done by the Chairman and Board on December 12, 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 EDGE, Inc.; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

DIRECTOR

SECRETARY

CHAIRPERSON



January 6, 2025

Susan Nickerson, CCCFF Coordinator
Nebraska Department of Economic Development
245 Fallbrook Blvd, Ste. 002
Lincoln, NE 68521

RE: Letter of Intent to Apply
2025 CCCFF Application Cycle

Dear Ms. Nickerson:

This letter is formal notice to the Nebraska Department of Economic Development that the City of Falls City, NE intends to apply for an award through the Civic and Community Center Financing Fund program. After reviewing the CCCFF Application & Program Guidelines, we are aware that, if awarded, CCCFF monies cannot account for more than fifty percent (50%) of total project costs and costs incurred prior to an award are ineligible. In addition, the City of Falls City, NE has a general accounting system in place to track project costs and expenditures.

CCCFF Application Summary	
PROJECT/APPLICATION NAME	Falls City Amphitheater Park
PROJECT TYPE (select one)	<input type="checkbox"/> Planning <input checked="" type="checkbox"/> Construction
HISTORIC PROPERTY ACKNOWLEDGEMENT (select one)	<input checked="" type="checkbox"/> YES, project involves one or more properties 50 years old or older <input type="checkbox"/> NO, project does NOT involve properties 50 years old or older
ESTIMATED TOTAL PROJECT COST	\$1,200,000.00
ANTICIPATED CCCFF GRANT REQUEST AMOUNT	\$562,000.00

In submitting this revised letter of intent, we understand and acknowledge the following statutory requirements, which are discussed in the CCCFF Application & Program Guidelines:

1. Our Project conforms with one or more of the defined eligible facilities.
2. Our Project conforms with the ownership and location requirements.
3. Where a Project involves a property (or properties) that are 50 years old or older, applicants to the CCCFF program must submit the Historic Properties/SHPO Compliance Form to be eligible for an award of state aid. If not attached to this letter as an Enclosure, this form will be submitted with our full application.
4. A municipality or tribal government applicant may only receive one grant of each type (planning or construction) in any two-year period.
5. The amount of our anticipated grant request falls within the applicable award floor and award ceiling for the type of grant being requested.

Should any of our Project information change between the date of this letter and our full application, those details will be so noted upon its submission.

Sincerely,

Mark Harkendorff, Mayor
Chief Elected/Authorized Official

CC: Amber Holle, Executive Director of Falls City Creative District



Good Life. Great Opportunity.

DEPT. OF ECONOMIC DEVELOPMENT

Jim Pillen, Governor



April 10, 2024

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

RE: Civic and Community Center Financing Fund (CCCCF) 2024 Program Year / City of Falls City
Park Construction Grant
Notice of Non-Selection

Dear Mayor Harkendorff:

Thank you for your application for aid from the Civic and Community Center Financing Fund. The project for which you requested a grant was one of 12 applications amounting to over \$6.6M in requested aid in 2024. This was a highly competitive application cycle. CCCFF is funded through a turn-back of 30% of State sales tax generated by certain arenas and nearby retailers. While revenues to the Fund are steadily increasing towards pre-pandemic levels, the amount available for award this year was less than usual for the fourth straight year. Many worthy projects could not receive CCCFF aid this year, including Falls City's City Park Renovation and Construction project.

Following a statutory threshold review of all applications submitted for consideration, a committee scored applications for those criteria as statutorily provided. The review committee noted the community's decision to renovate a green space into a park and construct an outdoor amphitheater in Historic downtown Falls City. The park project was viewed as a desirable quality of life investment in the community as a result of the multiple personalized letters of support. The City scored average in the areas of new resident impact and readiness and local support. However, compared to the awarded projects, the application was not as competitive in the areas of project planning, retention impact, and visitor impact. A stronger case for how this project will keep people in the community and bring visitors to the community would have strengthened the application. The committee noted narrative responses that were too broad in scope and did not fully address the respective criteria as compared to awarded projects. Additionally, per the CCCFF guidelines, historic districts require SHPO consultation with regard to the planned murals and whether they would adversely impact any of the historic buildings which was not included in the submitted SHPO Project Review Form.

Although the review committee did not select your project for funding this year, we encourage your continued interest in the CCCFF program for this or other possible future projects in Falls City.

We also encourage you to explore other funding opportunities administered by DED or our partners. Other programs to consider are the Community Development Block Grant, Community Development Assistance Act, and the USDA Rural Development – Community Facilities Grant Program. Projects involving historical buildings should contact History Nebraska for potential incentives and funding sources that may be available. Contact Betty Gillespie at 402-805-7392 or via email at betty.gillespie@nebraska.gov for additional information.



Falls City Amphitheater Concept Design

JULY 19, 2024



*Prepared for the
City of Falls City by*
ALLEY POYNER MACCHIETTO ARCHITECTURE

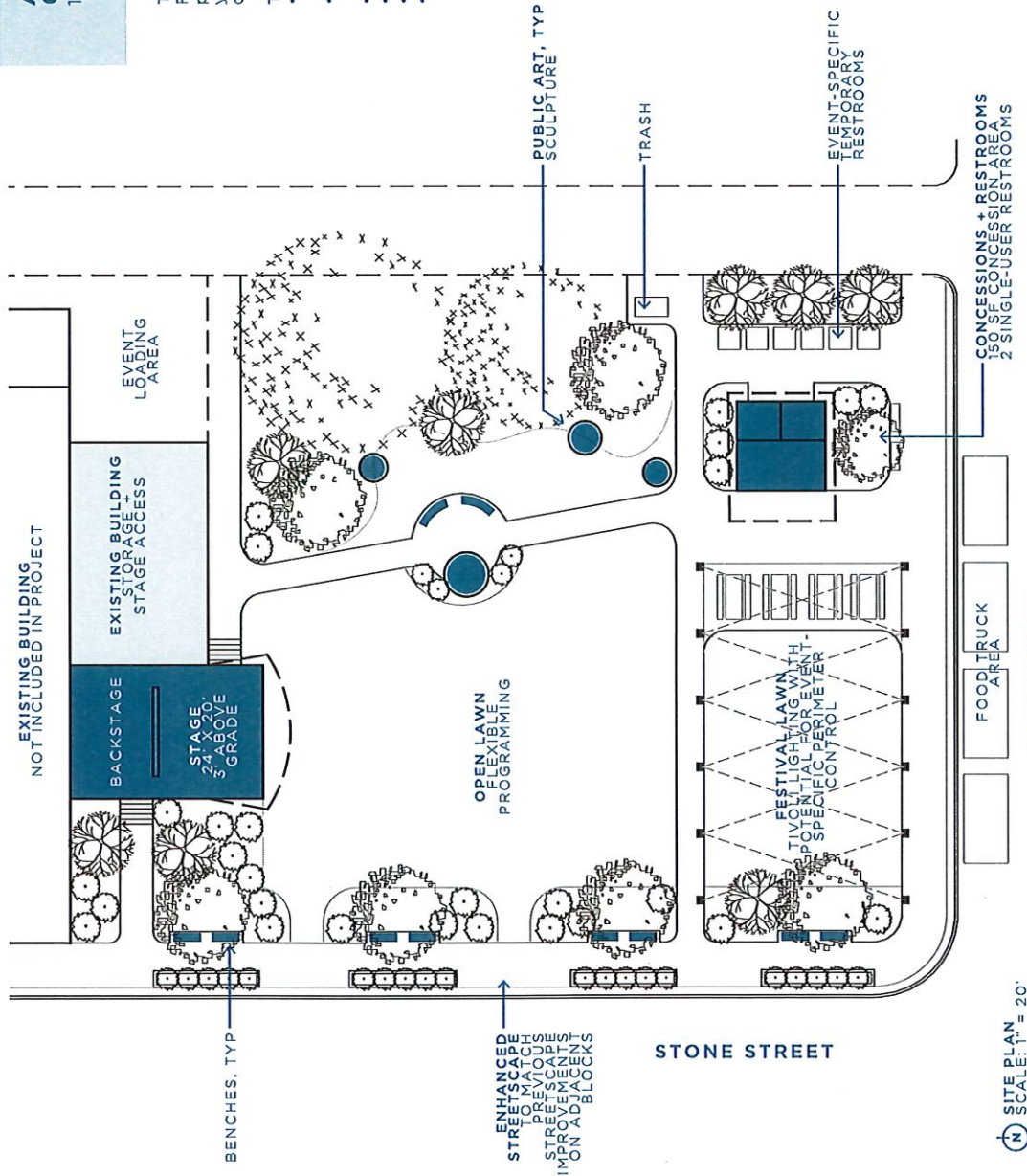
AMPHITHEATER AND PUBLIC PARK CONCEPTUAL PLAN

15TH & STONE STREETS, FALLS CITY, NE

The proposed park will activate and improve a currently vacant lot within Falls City's downtown, while also providing infrastructure for public programming such as concerts, the farmer's market, street dances, and yoga classes. On non-event days, the park will provide for the daily needs of Falls City's residents.

The project will include:

- A stage attached to an existing building, which will be used for park and city storage.
- An open lawn that serves the stage during events and acts as a daily flexible space for other programming and general use.
- A festival lawn that can be isolated for special events
- Locations for sculptural and visual public art
- A concessions and restroom building
- Enhanced streetscaping along Stone Street, which aligns with previously completed streetscaping improvements on adjacent blocks, contributing to a cohesive downtown character



ALLEY POYNER MACCHETTO ARCHITECTURE

Falls City Amphitheater | Concept Design | 2024.07.19 | 1



AERIAL VIEW
FROM SOUTHWEST

ALLEY POYNER MACCHETTO ARCHITECTURE

Falls City Amphitheater | Concept Design | 2024.07.19 | 2



VIEW FROM THE OPEN LAWN
LOOKING NORTH



VIEW OF THE FESTIVAL LAWN
LOOKING NORTH



RESOLUTION NO. _____

AUTHORIZING EXECUTION OF THE LOAN AGREEMENT, PROMISSORY NOTE AND DEED OF TRUST FOR THE PROPERTY AT 1515 STONE STREET FOR A DIRECT LOAN UP TO \$25,920.00 FROM THE CITY'S CDBG DOWNTOWN REVITALIZATION GRANT NO. 23DTR006

WHEREAS, the City of Falls City, Nebraska, was awarded a Four Hundred Thirty-Five Thousand Dollar (\$435,000.00) Community Development Block Grant (CDBG) from the Nebraska Department of Economic Development (NDED) for a Downtown Revitalization Project (23-DTR-006); and

WHEREAS, the City of Falls City has decided to use the CDBG funds for a Downtown Revitalization Program; and

WHEREAS, Ryan Schutte applied to participate in the Downtown Revitalization Program for their building located at 1515 Stone Street, Falls City, Nebraska; and

WHEREAS, the City of Falls City desires to enter into an agreement to loan up to \$25,920.00 to Ryan Schutte as part of the Downtown Revitalization Program and CDBG Grant 23-DTR-006.

NOW, THEREFORE, be it resolved by the Mayor and City Council of the City of Falls City, Nebraska:

1. That the Mayor, City Attorney and City Clerk be authorized to execute the Loan Agreement, Promissory Note and Deed of Trust between the City of Falls City and Ryan Schutte effective November 18, 2024 for a direct loan in the amount of Twenty-Five Thousand Nine Hundred Twenty Dollars (\$25,920.00) from the city's CDBG Downtown Revitalization Grant (23DTR006) and to execute all other document in accordance with the provisions of the same.
2. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

PASSED AND APPROVED this _____ day of _____, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor

**LOAN AGREEMENT
DOWNTOWN REVITALIZATION PROGRAM**

This Loan Agreement ("Agreement") is dated _____, 202__ and is by and between Ryan Schutte (individually referred to as a "Borrower") and the City of Falls City, Nebraska ("Lender"). In consideration of the mutual covenants, the parties agree as follows:

PART 1: THE LOAN

1.1 Loan. On the terms and conditions set forth in this Agreement, during the Availability Period Borrower will advance up to \$34,560.00 (the "Total Project") for the purpose of constructing the facade, building, and/or other improvements ("Improvements"), as attached hereto and described on Exhibit "A", to the Property (defined below). The Borrower acknowledges that seventy-five percent (75%) of amount described in this section shall be reimbursed from a Community Development Block Grant. Such improvements will only take place at the Property described in Section 1.7.

1.2 Reimbursement. Subject to the terms and conditions of this agreement, the Borrower will provide a 100% of the project costs. The Lender will provide loan funds of \$25,920.00.

1.3 Advances. Lender will make Advances in accordance with Section 3.1 of this Agreement. An "Advance" shall mean any disbursement of the principal sum of the Loan.

1.4 Availability Period. The "Availability Period" shall mean from the date of this Agreement to the Completion Date.

1.5 Completion Date. The "Completion Date" shall mean the earlier of (i) 180 calendar days after the date of this Agreement or (ii) the date as determined in Section 3.3.

1.6 Term. The term of the Loan shall be five (5) years ("Term") and shall commence upon the Completion Date.

1.7 Collateral. The Loan shall be secured by a Construction Deed of Trust, Security Agreement, Assignment of Rents and Fixture Filing ("Deed of Trust") in form and substance acceptable to the Lender, executed by Borrower, as trustor, and in favor of the Lender, as beneficiary, on Borrower's property located at 1515 Stone Street, Falls City, Nebraska 68355 legally described in the Deed of Trust (the "Property"). This Agreement, the Note (defined below), the Deed of Trust, any Guaranty (defined below) and all other documents executed by Borrower in connection with the Loan, are referred to as the "Loan Documents".

PART 2: CDBG LOAN FORGIVENESS

2.1 Loan Forgiveness. If Borrower satisfies all terms and conditions of Section 2.2 of this Agreement and all other terms and conditions of the Loan Documents, Lender shall forgive and discharge twenty percent (20%) of the Loan each year for the Term. If the Borrower sells or transfers the Property or removes the Improvements on or before the Term is complete, Lender shall not have any obligation to forgive any outstanding amount of the Loan. To the extent not forgiven or previously repaid, the outstanding principal and interest, if any, under the Note shall be due and payable to Lender as set forth in Note.

2.2 Conditions to Loan Forgiveness. Lender will discharge and forgive the outstanding balance of the Loan in accordance with Section 2.1 above, if the Borrower satisfies the following:

- (a) Borrower completes the Improvements;
- (c) Borrower owns the Property for five (5) years after completion date; and
- (b) Borrower satisfies the checklist as provided by the Nebraska Department of Economic Development, incorporated herein and attached hereto as Exhibit "B".

PART 3: ADVANCES AND CONDITIONS TO ADVANCES

3.1 Conditions to Advances. All Advances are subject to the following conditions:

- (a) Borrower shall cause its contractor/vendor to submit a monthly invoice to Borrower for payment of completed work. Upon receipt and acceptance of the work performed and approval of the amount invoiced, Borrower shall submit the paid invoice to Lender's City Administrator.
- (b) Lender may inspect and shall be satisfied for the sole purpose of confirming that the amount of work invoiced has been completed to an extent satisfactory to Lender, but not for any other purpose. Lender's approval of the amount of work completed and invoiced does not constitute approval of the workmanship or approval of any other type except for purposes of approval of payment.
- (c) The Borrower shall furnish to Lender proof of a 100% payment of the invoice, in the form of a cancelled check, within 30 days of any invoice being submitted for payment.
- (d) The Property shall not be materially damaged by any casualty, or subject to any condemnation proceeding, unless Lender has received insurance or condemnation proceeds sufficient in Lender's judgment to pay for all repairs in a timely manner. Lender must also be satisfied that Borrower's intended use of the Property and ability to repay the Loan will not be materially impaired by such casualty or condemnation.
- (e) No Event of Default shall have occurred and be continuing, or no event shall have occurred that with notice, the passage of time, or both could become such an Event of Default.
- (f) Lender shall not have received a bonded or unbonded stop notice or other notice perfecting a mechanics' lien or bond claim unless Borrower has filed a release bond satisfactory to Lender.

3.2 Disbursement of Loan and Grant Funds. If the conditions in Section 3.1 are satisfied and Lender concurs thereafter that the work invoiced has been completed, Lender shall pay a maximum of 75% of the invoice directly to Borrower within 30 days. If Lender does not concur that the amount of work invoiced has been completed, Lender will notify Borrower within 30 days of the receipt of the invoice.

3.3 Final Invoice; Notice of Completion. Borrower shall include with its final invoice written notice to the Lender that the improvements have been completed. Lender may inspect the Property to confirm that the improvements have been completed in accordance with Exhibit A. If Lender agrees that the improvements have been completed, Lender will pay the invoice as provided in Section 3.1 above and will provide Borrower notice of the date on which Lender deems improvements completed ("Completion Date"), and Borrower shall thereafter begin making payments on the Loan in accordance with the terms of the Note.

3.4 No Further Advances. Lender shall have no obligation to make Advances in excess of the Loan or after the Availability Period. If on the Completion Date, the Improvements are not completed, Lender, in its sole discretion, may make (but shall not be obligated to make) further Advances in any amount (which shall not exceed the Loan) to complete the Improvements, pay mechanics' liens, respond to stop notices or otherwise preserve Lender's interest in the Improvements and Property that is collateral for the repayment of the Loan, and all such disbursements shall be deemed Advances under this Agreement secured by the Deed of Trust (as defined below) and other Loan Documents (as defined below).

PART 4: REPRESENTATIONS AND WARRANTIES.

Borrower warrants and represents, which warranties and representations shall survive closing of the Loan, as follows:

4.1 Duly Organized. Borrower is duly formed limited liability company and validly exists under the laws of the State of Nebraska and has the power to enter into the Agreement and to consummate the transactions contemplated by the Loan Documents.

4.2 Duly Authorized. The making and performance by Borrower of the Loan Documents has been duly authorized by all necessary "corporate" action and will not violate any law, rule, regulation, order, writ, judgment, decree, determination or award presently in effect having applicability to Borrower or result in a breach of or constitute a default under any indenture or bank loan or credit agreement or any other agreement or instrument to which Borrower is a party or by which it or its property may be bound or affected.

4.3 Legally Binding Instruments. Each Loan Document will constitute the legal, valid, and binding obligation of Borrower in accordance with its terms. The Deed of Trust shall constitute legal, valid, and binding lien free and clear of all prior liens and encumbrances except as otherwise approved by Lender in writing.

4.4 No Legal Suits. There are no legal actions, suits, or proceedings pending or threatened against Borrower before any court or administrative agency, which, if determined adversely to Borrower, would have a material adverse effect on Borrower's financial condition or business.

4.5 No Legal Authorization Needed. No authorization, consent or approval, or any formal exemption of any Governmental body, regulatory authorities (federal, state, or local) or mortgagee, creditor or third party, is or was necessary for the valid execution and delivery by Borrower of this Agreement.

4.6 Not in Default. Borrower is not in default of any obligation, covenant, or condition contained in any bond, debenture, note or other evidence of indebtedness or any mortgage or collateral instrument securing the same.

PART 5: CONDITIONS OF CLOSING.

Lender's obligation to make the Loan will be subject to the fulfillment at the time of closing of each of the following conditions:

5.1 Execution and Delivery of Loan Documents. Borrower has executed and delivered to Lender the following:

- A. this Agreement;

B. the Deed of Trust;

C. the Promissory Note by Borrower to and in favor of Lender in the original principal amount of \$25,920.00 (the "Note") in a form as provided by Lender;

5.2 Insurance. Borrower will also have executed and delivered to Lender a policy for extended coverage insurance for the replacement value of the improvements from an insurance company acceptable to Lender and reflecting Lender as co-insured/co-loss payee entitled to notice of any cancellation of the policy not less than 30 days prior to the effective date of cancellation, in form and substance acceptable to Lender.

5.3 Governmental Approval. Borrower will secure all necessary approvals or consents, if required, of Governmental bodies or agencies having jurisdiction with respect to any construction contemplated in accordance with the use of any disbursement.

5.4 Approval of Others. Borrower will have secured all necessary approvals or consents required with respect to this Loan by any mortgagor, creditor or other party having any financial interest in Borrower.

PART 6: AFFIRMATIVE COVENANTS OF BORROWER.

Borrower agrees to comply with the following covenants from the date of this Agreement until Borrower satisfies all obligations under the Loan Documents or Lender or its assigns otherwise consent in writing.

6.1 Payment of Indebtedness. Borrower will pay punctually the principal and interest due on any indebtedness now or at any time owing by Borrower to Lender or any other lender.

6.2 Maintain and Insure Property

A. Borrower will at all times maintain the property provided as security for the Loan in such condition and repair that Lender's security will be adequately protected. Borrower also agrees to maintain during the Term, adequate hazard insurance policies covering fire and extended coverage and such other hazards as may be deemed appropriate in amounts and form sufficient to prevent Borrower from becoming a coinsurer and issued by companies satisfactory to Lender with acceptable loss payee clauses in favor of Lender.

B. Borrower further agrees, if at any time during the Term, the Property is declared to be within a flood hazard area, to purchase Federal Flood Insurance, if available. Such insurance will be in an amount equal to the amount of the Loan and any other mortgage on the Property. Borrower shall provide evidence of such insurance, in a form and substance acceptable to Lender in its sole discretion.

6.3 Pay All Taxes. Borrower will pay and discharge, prior to delinquency, all taxes, assessments, and governmental charges upon it or against the Property. Borrower may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (a) Lender is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (b) Borrower shall have posted a bond or furnished such other security as may be reasonably required from time to time by Lender.

6.4 Provide Financial Information. Borrower will provide information and execute and deliver any and all additional documents and instruments as may be reasonably requested by Lender, its assigns or counsel.

6.5 Right to Inspection. Borrower grants to Lender the right with reasonable notice to inspect Property; and Borrower further agrees to provide Lender free access to the Property for the purpose of such inspection to determine the condition of the equipment/land/building secured under this Agreement.

6.6 Expenses and Closing Costs. Borrower will pay all fees, expenses, and charges with respect to the Loan (including Attorney's fees), or its making or transferring to Lender in any way connected, including but not limited to, the fees and out of pocket expenses of local counsel employed by Lender and recording and filing fees, in connection with this transaction and with the enforcement of the Loan Documents.

6.7 Indemnification. Borrower will indemnify, defend, and hold Lender harmless from all claims, demands, liabilities, and suits of any nature whatsoever ("Claims") arising out of or otherwise related to (a) any breach of the Loan Documents by Borrower; (b) any violation by Borrower of applicable law or regulation; or (c) any act or omission of Borrower, its contractors, subcontractors, or agents in construction of the Improvements; provided, Borrower shall have no obligation to indemnify the Lender for any of the foregoing Claims to the extent such claims are caused by the gross negligence or willful misconduct of Lender or its employees.

6.8 Expenses of Collection or Enforcement. Borrower will, if at any time Borrower defaults on any provision of the Loan Documents, to pay Lender in addition to any other amounts that may be due from Borrower, an amount equal to the costs and expenses of collection, enforcement, or correction or waiver of the default, including attorney's fees, incurred by Lender or its assigns in such collection, enforcement, correction, or waiver of default.

6.9 Compliance with Law. Borrower will furnish to Lender, at Lender's request, evidence satisfactory to certify that the Improvements and their use comply fully with all applicable zoning and building laws, ordinances and regulations, and all other applicable federal, state and municipal law requirements.

6.10 Environmental Protection Laws. Borrower will furnish to Lender, at Lender's request, evidence satisfactory to Lender of compliance with all applicable environmental protection and land use and development laws, ordinances and regulations of all federal, state, and local governmental authorities have jurisdiction.

PART 7: NEGATIVE COVENANTS OF BORROWER

Borrower covenants and agrees that, from the date of this Agreement until all conditions of the Loan Documents are met, unless Lender or its assigns otherwise consent in writing, it will not enter into any agreement or other commitment the performance of which would constitute a breach of any of the covenants contained in this Agreement including, but not limited to the following covenants:

7.1 Encumber the Property. Without notice to Lender, Borrower will neither create nor suffer to exist any mortgage, pledge, lien, charge, or encumbrance, including liens arising from judgments on the Property, except for the Deed of Trust and subordinate only to encumbrances approved by Lender.

7.2 Sell the Property. Borrower will not sell, convey, or suffer to be conveyed, assigned, transferred, or otherwise disposed of the Property, unless approved in writing by Lender's City Council, in its sole discretion.

7.3 Change Ownership. Borrower shall not materially change the ownership, structure, control, or operation of Borrower, unless approved in writing by Lender's City Council, in its sole discretion.

PART 8: EVENTS OF DEFAULT

Each of the following events shall be an "Event of Default":

8.1 Nonpayment of Other Indebtedness. Borrower fails to pay the principal when due and fails to pay on any of Borrower's other indebtedness and if such default will remain unremedied for 15 days.

8.2 Incorrect Representation or Warranty. Any representation or warranty contained in or made in connection with the execution and delivery of this Agreement or if any provided information proves to be incorrect.

8.3 Default in Covenants. Borrower fails to perform any covenant and such failure continues unremedied for 30 days.

8.4 Voluntary Insolvency. Borrower becomes insolvent or ceases to pay its debts as they become due or voluntarily files a petition seeking reorganization of its business, or the appointment of a receiver, trustee, or liquidation of a substantial portion of its assets, effects a plan or other arrangement with creditors, or be adjudicated bankrupt, or make a voluntary assignment for the benefit of creditors.

8.5 Involuntary Insolvency. If an involuntary petition is filed against Borrower under any bankruptcy, insolvency or similar law or seeking the reorganization of or the appointment of any receiver, trustee or liquidator for Borrower, or of a substantial part of the property of Borrower, or a writ or warrant of attachment or similar process will be issued against a substantial part of Borrower, and such petition is not dismissed, or such writ or warrant of attachment or similar process is not released or bonded within 30 days after filing or levy.

8.6 All Defaults. Any event of default occurs under any of the Loan Documents.

8.7 Corporate, Officer or Employee Actions. An event of default will occur if Borrower, its officers or employees engage in (i) any material misrepresentation concerning the use of the Loan proceeds or (ii) unauthorized use or theft of the Loan proceeds.

8.8 Other Defaults. Any event of default under any documents in connection with any loan from any other lender.

PART 9: REMEDIES

Upon the occurrence of an Event of Default, the Lender may:

9.1 Terminate Disbursement. Declare the obligation of the Lender to make any further disbursement terminated or suspended, whereupon the same shall forthwith terminate or suspend;

9.2 Acceleration. Declare the Loan and all other obligations under the Loan Documents to be forthwith due and payable, whereupon the Loan and all other obligations shall become and be forthwith due and payable, without presentment, notice of intent to accelerate or notice of acceleration, demand, protest or further notice of any kind, all of which are hereby expressly waived by Borrower. In the event

of an actual or deemed entry of an order for relief with respect to Borrower under the Bankruptcy Code, the Loan and all other obligations shall automatically become due and payable, without presentment, demand, protest or any notice of any kind, all of which are hereby expressly waived by Borrower; and

9.3 Other Remedies. exercise all other rights and remedies afforded to Lender under the Loan Documents, applicable Law, or equity.

PART 10: COMMENCEMENT AND COMPLETION OF CONSTRUCTION

10.1 Commencement Date. Unless Lender grants additional time in writing, if Borrower does not commence construction of the Improvements within 30 calendar days from the date of this Agreement, this Agreement shall automatically terminate, and Lender shall have no obligation to make the Loan.

10.2 Completion Date. Unless Lender grants additional time in writing, if Borrower does not complete the construction of the Improvements by the Completion Date, Borrower shall be in default under this Agreement, shall repay the Loan in accordance with the Note and Lender will not have any obligation to disburse the remaining proceeds of the Loan.

PART 11: MISCELLANEOUS

11.1 Waiver of Notice. No failure or delay on the part of Lender in exercising any right, power, or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No modification or waiver of any provision of this Agreement or the Loan Documents, nor any consent to same will be effective unless it is in writing and then such waiver or consent will be effective only in the specific instance and for the specific purpose for which given. No notice to or demand on Borrower in any case will entitle Borrower to any other or further notice or demand in similar or other circumstances.

11.2 Amendments. Borrower and Lender or its assigns reserve all rights to amend any provisions of this Agreement, to consent to or waive any departure from the provisions of this Agreement, to amend or consent to or waive departure from the provisions of the Loan Documents, and to release or otherwise deal with any collateral security for payment of the Promissory Note provided, unless all such amendments be in writing and executed by Lender or its assigns and Borrower. Only Lender's City Council has the authority to approve or deny any amendment.

11.3 Subordination. If for any reason the Borrower desires to change the subordination status of the Lender, Borrower shall make a written request to Lender and will include a current property appraisal. Only Lender's City Council has the authority to approve or deny any subordination.

11.4 Notices. All notices, consents, requests, demands and other communication will be in writing and received four Business Days after deposit in the mails, postage prepaid and addressed to the party at its address set forth in the grant application.

11.5 Survival of Representations and Warranties. All agreements, representations, and warranties made by Borrower or any other document or certificate delivered to Lender in connection with the transaction contemplated by this Agreement will survive the delivery of the Loan Documents and will continue in full force and effect so long as any obligation under the Loan Documents is outstanding.

11.6 Successors and Assigns. This Agreement will be binding upon Borrower, its successors, and assigns. Borrower may transfer the Loan upon written approval by Lender's City Council, in its sole

discretion. Borrower may not assign or transfer its rights without Lender's City Council prior written consent.

11.7 Counterparts. Each party may execute this Agreement in any number of counterparts, each of which is an original, but all of which together will constitute one and the same instrument.

11.8 Governing Law. The parties agree that the laws of the State of Nebraska shall govern the Loan Documents and any other documents made in connection with the Loan.

11.9 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement and the parties shall substitute for such invalid provision a valid provision which most likely approximates the intent and economic effect of the invalid provision.

11.10 Article and Section Headings. Article and Section headings used in this Agreement are for convenience only and will not affect the construction of this Agreement and all other loan documents.

[SIGNATURE PAGE TO LOAN AGREEMENT]

A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT BORROWER AND LENDER FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

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

LENDER:

CITY OF FALLS CITY, NEBRASKA

By: _____
Mark Harkendorff, Mayor

BORROWER:

Ryan E. Schutte, a single person

By: _____

By: _____
Anthony Nussbaum, City Clerk

EXHIBIT A

Description of Improvements

The project includes the following work:

Repairing the damaged stucco on the south wall, facing a mini park. Loose stucco will be removed, replaced, coated and painted.

EXHIBIT B

Department of Economic Development Checklist

PROMISSORY NOTE

\$25,920.00

_____, 2024

FOR VALUABLE CONSIDERATION, including a loan to the undersigned in the principal amount of this Promissory Note (the "Note"), the receipt and sufficiency of which is hereby acknowledged, the undersigned, Ryan Schutte ("Borrower") promises to pay to the order of the CITY OF FALLS CITY, NEBRASKA ("Lender"), the principal sum of \$25,920.00, from the date hereof upon the unpaid balance from time to time remaining to be paid as follows:

All the unpaid principal balance shall be due and payable five (5) years from the Completion Date (as defined in the Loan Agreement), at which time all sums hereunder shall be finally due and payable in full.

Any payments hereunder shall be applied first to the payment of accrued interest, and the balance thereof shall be applied to the payment of the principal of said indebtedness. All payments hereunder shall be paid at 2307 Barada Street, Falls City, Nebraska 68355, or such other place as the Lender hereof may designate.

This Note may be prepaid in whole or in part at any time without penalty. All partial prepayments shall be applied to the installments of principal due hereunder in the inverse order of their maturity and shall not reduce or defer subsequent annual installments hereunder.

If the principal and interest under this Note is not timely paid when the same becomes due, the Lender hereof may declare the whole amount of the then unpaid principal sum and accrued interest at once due and payable without notice. This Note shall bear interest after maturity or upon acceleration until paid at the rate equal to the lesser of (i) 7.5% per annum (ii) the maximum rate allowable under Nebraska law.

This Promissory Note is the "Note" referred to in the Loan Agreement dated of as even herewith by and between Borrower and Lender ("Loan Agreement") and is entitled to the benefits thereof and may be prepaid in whole or in part subject to the terms and conditions provided therein. Upon the occurrence and continuation of one or more of the Events of Default specified in the Loan Agreement, all amounts then remaining unpaid on this Promissory Note shall become, or may be declared to be, immediately due and payable all as provided in the Loan Agreement. This Promissory Note is also secured by the Collateral.

To the fullest extent permitted by applicable laws, Borrower, for itself, its successors and assigns, hereby waives diligence, presentment, protest, and demand, and notice of protest, demand, dishonor, and non-payment of this Promissory Note.

[SIGNATURE PAGE TO PROMISSORY NOTE]

BORROWER:

_____, a single
person

After recording, return to:
City of Falls City, Nebraska
Attn: City Administrator
2307 Barada Street,
Falls City, NE 68355

THIS DEED OF TRUST IS A CONSTRUCTION SECURITY AGREEMENT THAT SECURES AN OBLIGATION WHICH THE TRUSTOR INCURRED FOR THE PURPOSE OF MAKING IMPROVEMENTS ON THE LAND DESCRIBED HEREIN.

**CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS
AND FIXTURE FILING**

THIS CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND FIXTURE FILING (this "Deed of Trust"), is made as of the ____ day of December 2024, by and between Ryan E. Schutte, owner of KawreS Superstore, whose mailing address is 1515 Stone Street, Falls City, Nebraska 68355 (herein "Trustor", whether one or more), to and in favor of Michael R. Dunn, whose mailing address is 111 E 17th Street, Falls City, Nebraska 68355, (herein "Trustee"), for the benefit of CITY OF FALLS CITY, NEBRASKA, whose mailing address is 2307 Barada Street, Falls City, Nebraska 68355, (herein "Lender").

To secure payment and performance of the Secured Obligations (defined below), Trustor hereby irrevocably and unconditionally grants, conveys, transfers and assigns to Trustee, IN TRUST WITH POWER OF SALE and right of entry and possession, for the benefit of Beneficiary, all of Trustor's estate, right, title and interest now owned or hereafter acquired in and to the following property (such property, or any interest in all or any part of it, together with the Personalty (defined below) is collectively, the "Property"):

- (a) All real property located in Richardson County, Nebraska, and described on Exhibit "A" attached hereto (the "Land"); and
- (b) All buildings, structures and improvements now located or later to be constructed on the Land (the "Improvements"); and
- (c) All existing and future appurtenances, privileges, rights, easements, and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and any other

commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, and any land lying in the streets, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; and

(d) All rents, income, revenues, issues and profits of or from the Land or the Improvements; and

(e) All fixtures (as defined in the Uniform Commercial Code in effect in the State of Nebraska (the "Fixtures")); and

(f) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, including proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(g) All additions and accretions to, substitutions and replacements for, and changes in, any of the property described above; and

Section 1. Secured Obligations. This Deed of Trust is a "construction security agreement" pursuant to Neb. Rev. Stat. § 52-127(10) that secures an obligation which Trustor has incurred for the purpose of making an improvement to the land. Furthermore, this Deed of Trust is given for the purpose of securing the following obligations (collectively, the "Secured Obligations"):

(a) the payment to Beneficiary of all sums at any time owing and performance of all other obligation arising under or in connection with the Promissory Note dated as of the date hereof to and in favor of Beneficiary, in the original principal amount of **\$25,920.00** and any and all modifications, extensions and renewals thereof or thereto and any and all future advances and re-advances to Trustor (or any of them if more than one) hereunder pursuant to one or more promissory notes or credit agreements (herein called "Note").

(b) the payment of other sums advanced by Lender to protect the security of the Note;

(c) the performance of the obligations contained herein and in that certain Loan Agreement dated as of the date hereof to which Trustor and Beneficiary are parties, as the same may be amended, revised, amended and restated, replaced, supplemented or otherwise modified from time to time ("Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Loan Agreement);

(d) payment and performance of all obligations of Trustor under this Deed of Trust together with all advances, payments or other expenditures made by Beneficiary or Trustee as or for the payment or performance of any such obligations of Trustor; and

(e) all present and future indebtedness and obligations of Trustor (or any of them if more than one) to Beneficiary whether direct, indirect, absolute, or contingent and whether arising by note, guaranty, overdraft or otherwise.

The Note, this Deed of Trust and any and all other documents that secure the Note or otherwise executed in connection therewith, including without limitation guarantees, security agreements and assignments of leases and rents, shall be referred to herein as the "Loan Documents".

Section 2. Security Agreement. This Deed of Trust constitutes a security agreement under the UCC. Trustor grants to Beneficiary a security interest in, and pledges and assigns to Beneficiary, all of Trustor's right, title and interest now or hereafter acquired in and to all the following described personal property (collectively, the "Personalty"):

(a) All Fixtures; and

(b) All equipment located on or used in connection with the Land and the Improvements (excluding, however, any equipment subject to a security interest in favor of an institutional lender providing operating financing to Trustor); and

(d) All building materials, equipment or work in process, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; and

(e) All general intangibles and rights relating to the Property, including, without limitation, all permits, licenses and claims to or demands for the voluntary or involuntary conversion of any of the Land, the Improvements or the other property described above into cash or liquidated claims, proceeds of any insurance policies, present and future, payable because of loss sustained to all or any part of any Property, whether or not such insurance policies are required by Beneficiary, and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, the Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; and

(f) All substitutions, replacements, additions, accessions and proceeds for or to any of the foregoing, and all books, records and files relating to any of the foregoing, including, without limitation, computer readable memory and data and any computer software or hardware reasonably necessary to access and process such memory and data.

Section 3. Fixture Filing. This Deed of Trust constitutes a fixture filing under Sections 9-501(a)(1) and 9-502(c) of the UCC, as amended or recodified from time to time, and for this purpose, the following information is set forth: (a) the Trustor is the debtor and its address is shown in the Recitals above; (b) the Beneficiary is the secured party and its address is shown in the Recitals above; (c) this document covers goods which are or are to become Fixtures on the Land described on Exhibit "A" attached hereto; (d) the Trustor (debtor) is the record owner of the Land; and (e) this fixture filing covers proceeds and products of the Fixtures.

Section 4. Rights and Duties of Parties.

(a) **Title.** Trustor hereby represents and warrants that Trustor is the owner of the property, has the right and authority to convey the Property, and warrants that the lien created hereby is a first and prior lien on the Property, except for liens and encumbrances set forth by Trustor in writing and delivered to Lender before execution of this Deed of Trust, and the execution and delivery of this Deed of Trust does not violate any contract or other obligation to which Trustor is subject.

(b) **Liens and Encumbrances.** Trustor hereby represents and warrants that there is no default under the provisions of any mortgage, deed of trust, lease or purchase contract describing all or any part of the Property, or other contract, instrument or agreement constituting a lien or encumbrance against all or any part of the Property (collectively, "Liens"), existing as of the date of this Deed of Trust, and that any and all existing Liens remain unmodified except as expressly disclosed to Lender in Trustor's written disclosure of liens and encumbrances. Trustor shall timely perform all of Trustor's obligations, covenants, representations and warranties under any and all existing and future Liens, shall promptly forward to Lender copies of all notices of default sent in connection with any and all existing or future Liens, and shall not without Lender's prior written consent in any manner modify the provisions of or allow any future advances under any existing or future liens.

(c) **Payment of Indebtedness.** Trustor shall pay all indebtedness secured hereby when due.

(d) **Taxes, Assessments.** Trustor shall pay before delinquency all taxes, special assessments and all other charges (individually and collectively, an "Imposition") against the Property now or hereafter levied. Notwithstanding the foregoing provisions of this Section 4(d), Trustor may, at its expense, contest the validity or application of any Imposition by appropriate legal proceedings promptly initiated and conducted in good faith and with due diligence, provided that (a) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (b) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

(e) **Insurance.** Trustor shall keep the Property insured against damage by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require, in amounts and with companies acceptable to Lender, naming Lender as an additional named insured, with loss payable to the Lender. In case of loss under such policies, the Lender is authorized to adjust, collect and compromise, all claims thereunder and shall have the option of applying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Lender may determine, (ii) to the Trustor to be used for the repair or restoration of the Property or (iii) for any other purpose or object satisfactory to Lender without affecting the lien of this Deed of Trust for the full amount secured hereby before such payment ever took place. Any applications of proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note or cure any default thereunder or hereunder.

(f) **Escrow.** Upon written demand by Lender, Trustor shall pay to Lender, in such manner as Lender may designate, sufficient sums to enable Lender to pay as they become due one or more of the following: (i) all taxes, assessments and other charges against the Property, (ii) the premiums on the property insurance required hereunder, and (iii) the premiums on any mortgage insurance required by Lender.

(g) **Maintenance, Repairs and Compliance with Laws.** Trustor shall keep the Property in (i) good condition and repair; (ii) shall promptly repair, or replace any improvement which may be damaged or destroyed; (iii) shall not commit or permit any waste or deterioration of the Property; (iv) shall not remove, demolish or substantially alter any of the improvements on the Property; (v) shall not commit, suffer or permit any act to be done in or upon the Property in violation of any law, ordinance, or regulation; (vi) shall pay and promptly discharge at Trustor's cost and expense all liens, encumbrances and charges levied, imposed or accessed against the Property or any part thereof; and (vii) pay, when due, all claims for labor performed and materials furnished on or to the Land or Improvements, and any and all other claims which could result in a lien on the Property or any part thereof (individually and collectively, a "Construction Claim"). Notwithstanding the foregoing provisions of this Section 4(g)(vii), Trustor may, at its expenses, contest the validity of a Construction Claim by appropriate proceedings promptly initiated and conducted in good faith and with due diligence, provided that (i) Beneficiary is reasonably satisfied that neither the Property nor any part thereof or interest therein will be in danger of being sold, forfeited, or lost as a result of such contest, and (ii) Trustor shall have posted a bond or furnished such other security as may be reasonably required from time to time by Beneficiary.

(h) **Actions Affecting the Property.** Trustor shall appear in and contest any action or proceeding purporting to affect the Property or the rights or powers of the Beneficiary or Trustee hereunder, and shall pay all reasonable, actual out-of-pocket costs and expenses, including cost of evidence of title and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear. Should Trustor fail to make any payment or do any act as and in the manner provided in the Note or this Deed of Trust, Beneficiary and/or Trustee, each in their own discretion, without obligation to do so and after written notice to or demand upon Trustor and without releasing Trustor from any obligation, may make or do the same in such manner and to such extent as either may deem necessary to protect their respective interest in and to the Property.

Section 5. Eminent Domain. Lender is hereby assigned all compensation, awards, damages and other payments or relief (hereinafter "Proceeds") in connection with condemnation or other taking of the Property or part thereof, or for conveyance in lieu of condemnation. Lender shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, and shall also be entitled to make any compromise or settlement in connection with such taking or damage. In the event any portion of the Property is so taken or damaged, Lender shall have the option in its sole and absolute discretion, to apply all such proceeds, after deduction therefrom all costs and expenses incurred by it in connection with such Proceeds, upon any indebtedness secured hereby and in such order as Lender may determine, or to apply all such Proceeds, after such deductions, to the restoration of the Property upon such conditions as Lender may determine. Any application of Proceeds to indebtedness shall not extend or postpone the due date of any payments under the Note or cure any default thereunder or hereunder. Any unapplied funds shall be paid to Trustor.

Section 6. Performance by Lender. Upon the occurrence of an Event of Default hereunder, or if any act is taken or legal proceeding commenced which materially affects Lender's interest in the Property, Lender may in its own discretion, but without obligation to do so, and without notice to or demand upon Trustor and without releasing Trustor from any obligation, do any act which Trustor has agreed but failed to do and may also do any other act it deems necessary to protect the Property. Trustor shall, immediately upon demand therefor by Lender, pay to Lender all costs and expenses incurred and sums expended, including attorney's fees, by Lender in connection with the exercise by Lender of the foregoing rights, together with interest thereon at the default rate provided in the Note, which shall be added to the indebtedness secured hereby. Lender shall not incur any liability because of anything it may do or omit to do hereunder.

Section 7. Hazardous Material. Trustor shall keep the Property in compliance with all applicable laws, ordinances and regulations relating to industrial hygiene or environmental protection (collectively referred to herein as "Environmental Laws"). Trustor shall keep the Property free from all substances deemed to be hazardous or toxic under any Environmental Laws (collectively referred to herein as "Hazardous materials"). Trustor hereby warrants and represents to Lender that there are no Hazardous Materials on or under the Property. Trustor hereby agrees to indemnify and hold harmless Lender, its directors, officers, employees and agents, and any successors to Lender's interest, from and against any and all claims, damages, losses and liabilities arising in connection with the presence, use, disposal or transport of any Hazardous Materials on, under, from or about the Property. THE FOREGOING WARRANTIES AND REPRESENTATIONS, AND TRUSTOR'S OBLIGATIONS PURSUANT TO THE FOREGOING INDEMNITY, SHALL SURVIVE RECONVEYANCE OF THIS DEED OF TRUST.

Section 8. Indemnification. Except with regard to actions arising from the willful misconduct, gross negligence, or bad faith of Beneficiary or Trustee, Trustor agrees to indemnify Trustee and Beneficiary against and hold them harmless from all actual, out-of-pocket losses, damages, liabilities, claims, causes of action, judgments, court costs, reasonable attorney's fees and other legal expenses, cost of evidence of title, cost of evidence of value, and other costs and expenses which either may suffer or incur (a) in performing any act required or permitted by this Deed of Trust or by law; or (b) because of any failure of Trustor to perform any of the Secured Obligations.

Section 9. Assignment of Rents. Trustor hereby assigns to Lender, and grants Lender a security interest in, all present, future and after arising rents, issues, and profits of the Property; provided that Trustor shall, until the occurrence of an Event of Default, hereunder, have the right to collect and retain such rents, issues and profits as they become due and payable. Upon the occurrence of an Event of Default, Lender may, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of the Trustee, and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or interest therein, or to increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the rents, issues and profits thereof, including those past due and unpaid, by notifying tenants to make payments to Lender. Lender may apply rents, issues and profits, less costs and expenses of

operation and collection including attorney's fees, to any indebtedness secured hereby, all in such order as Lender may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the property or the collection, receipt and application of rents, issues or profits, Trustee and Lender shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including without limitation the right to exercise the power of sale. Further, Lender's rights and remedies under this paragraph shall be cumulative with, and in no way a limitation on, Lender's rights and remedies under any assignment of leases and rents recorded against the Property. Lender, Trustee and the receiver shall be liable to account only for those rents actually received.

Section 10. Events of Default. The following shall constitute an Event of Default under this Deed of Trust:

- (a) Failure to pay any installment of principal or interest or any other sum under the Note of this Deed of Trust when due;
- (b) A breach of or default under any provision contained in the Loan Agreement, Note, this Deed of Trust, any of the Loan Documents, or any other lien or encumbrance upon the Property;
- (c) A writ of execution or attachment or any similar process shall be entered against Trustor which shall become a lien on the Property or any portion thereof or interest therein;
- (d) There shall be filed by or against Trustor an action under any present or future Federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief or debtors; or there shall be appointed any trustee, receiver or liquidator of Trustor or Borrower or of all or any part of the Property, or the rents, issues or profits thereof, or Trustor or Borrower shall make any general assignment for the benefit of creditors;
- (e) The sale, transfer, lease, assignment, conveyance, further encumbrance of all or any part of or any interest in the Property or removes the improvements on or before five (5) years after improvements are complete;
- (f) Abandonment of the Property;
- (g) If Trustor is not an individual, the issuance, sale, transfer, assignment, conveyance or encumbrance of more than (if a corporation) a total of N/A percent of its issued and outstanding stock, or (if a partnership) a total of N/A percent of partnership interests, or (if a limited liability company) a total of N/A percent of the limited liability company interests or voting rights during the period this Deed of Trust remains a lien on the property.

Section 11. Remedies. In the event of any Event of Default Lender may:

(a) Without notice except as required by law, declare all indebtedness secured hereby to be due and payable and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind;

(b) Demand that Trustee exercise the POWER OF SALE granted herein, and Trustee shall thereafter cause Trustor's interest in the Property to be sold and the proceeds to be distributed, all in the manner provided in the Nebraska Trust Deeds Act;

(c) Exercise any and all rights provided for in any of the Loan Instruments or by law upon occurrence of any Event of Default;

(d) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof; or

(e) Demand the Trustee repay twenty percent (20%) of the loan amount for each year the property is not owned by Trustee up to five (5) years, or the improvements are altered or removed prior to five (5) years after the completion of improvements.

No remedy herein conferred upon or reserved to Trustee or Lender is intended to be exclusive of any other remedy herein, in the Loan Documents or by law provided or permitted, but each shall be cumulative, shall be in addition to every other remedy given hereunder, in the Loan Instruments or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshalling of assets or to require upon foreclosure sales of assets in a particular order. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself. Trustor hereby consents to the Trustee's or Beneficiary's application for, and the appointment of, a receiver, trustee, liquidator or conservator of the Property without regard for the adequacy of the security for the Secured Obligations and without regard for the solvency of Trustor.

Section 12. Trustee.

(a) **Substitution of Trustee.** From time to time, Beneficiary may substitute a successor to any Trustee named in or acting under this Deed of Trust by a written instrument executed and acknowledged by Beneficiary and recorded in the office(s) of the recorder(s) of the county or counties where the Land and Improvements are situated. Any such instrument is conclusive proof of the proper substitution of the successor Trustee, who will automatically upon recordation of the instrument succeed to all estate, title, rights, powers and duties of the predecessor Trustee.

(b) **Acts of Trustee.** When requested to do so by Beneficiary in writing, Trustee may perform any of the following acts without incurring any liability or giving notice to any Person: (i)

consent to the making of any plat or map of the Property or any part of it; (ii) join in granting any easement or creating any restriction affecting the Property; or (iii) join in any subordination or other agreement affecting this Deed of Trust or the lien of it.

(c) **No Release.** If either Beneficiary or Trustee performs any act which it is empowered or authorized to perform under this Deed of Trust, including any act permitted by Section 12(a) and Section 12(b) above, that act alone does not release or change the personal liability of Trustor for the payment and performance of the Secured Obligations then outstanding, or the lien of this Deed of Trust on all or the remainder of the Property for full payment and performance of all outstanding Secured Obligations.

Section 13. Fees and Expenses. In the event Trustee sells the Property by exercise of power of sale, Trustee shall be entitled to apply any sale proceeds FIRST, to the expenses of such sale or disposition together with Trustee's actual out-of-pocket fees and reasonable attorneys' fees and expenses, Beneficiary's costs and the actual cost of publishing, recording, mailing and posting statutorily required notice; SECOND, to the cost of any search or other evidence of title procured in connection therewith, if applicable, and recordation and transfer taxes and other charges, if any, on any release or deed of reconveyance; THIRD, to the payment of all Secured Obligations and all other sums due Beneficiary from Trustor; FOURTH, to all other sums secured hereby; and the remainder, if any, to the person or persons legally entitled thereto in the order of their priority

Section 14. Miscellaneous Provisions.

(a) **Borrower Not Released.** Extension of the time for payment or modification of Secured Obligations granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the Secured Obligations by reason of any demands made by the original Borrower and Borrower's successors in interest.

(b) **Lender's Powers.** Without affecting the liability of any other person liable for the payment of any obligation herein mentioned, and without affecting the lien or charge of this Deed of Trust upon any portion of the Property not then or theretofore released as security for the full amount of all unpaid obligations, Lender may, from time to time and without notice (i) release any person so liable, (ii) extend the maturity or alter any of the terms of any such obligations, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Lender's option any parcel, portion or all of the Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(c) **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver or Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

(d) **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Trustor. All covenants and agreements of Trustor shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

(e) **Request for Notices.** The parties hereby request that a copy of any notice of default hereunder and a copy of any notice of sale hereunder be mailed to each party to this Deed of Trust at the address set forth above in the manner prescribed by applicable law. Except for any other notice required under applicable law to be given in another manner, any notice provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to the other parties, at the address set forth above. Any notice provided for in this Deed of Trust shall be effective upon mailing in the manner designated herein. If Trustor is more than one person, notice sent to the address set forth above shall be notice to all such persons.

(f) **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Trustor notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

(g) **Reconveyance.** Upon payment of all Secured Obligations, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property, without warranty and without charge to the person or persons legally entitled thereto. Trustor shall pay all costs of recordation, if any.

(h) **Joint and Several Liability.** If Trustor consists of more than one person, each is jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

(i) **Application of Payments.** Unless otherwise required by law, sums paid to Lender hereunder, including without limitation payments of principal and interest, insurance proceeds, condemnation proceeds and rents and profits, shall be applied by Lender to the amounts due and owing from Trustor and Borrower in such order as Lender in its sole discretion deems desirable.

(j) **Severability.** If any provision of this Deed of Trust conflicts with applicable law or is declared invalid or otherwise unenforceable, such conflict or invalidity shall not affect the other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

(k) **Terms.** The terms "Trustor" and "Borrower" shall include both singular and plural, and when the Trustor and Borrower are the same person(s), those terms as used in this Deed of Trust shall be interchangeable.

(l) **Governing Law.** This Deed of Trust shall be governed by the laws of the State of Nebraska.

(m) **Counterparts.** This Deed of Trust may be executed in one or more counterparts, each of which is, for all purposes deemed an original and all such counterparts taken together, constitute one and the same instrument.

(n) **Request for Notice.** Trustor hereby requests a copy of any notice of default and any notice of sale hereunder or under any other deed of trust recorded against the Property. Such notice to Trustor should be mailed to Trustor at Trustor's address set forth in the Recitals of this Deed of Trust. While hereby expressly reserving the priority of this Deed of Trust as established by law, Trustee and Beneficiary hereunder request that a copy of any notice of default and any notice of sale under any deed of trust recorded against the Property either prior to, or subsequent to the date this Deed of Trust is recorded, be mailed to each at the addresses set forth in the Recitals of this Deed of Trust.

Trustor has executed this Deed of Trust as of the date written above.

TRUSTOR:

Ryan E. Schutte

By: _____

STATE OF NEBRASKA)
) ss
COUNTY OF RICHARDSON)

The foregoing instrument was acknowledged before me this _____ day of December 2024, by Ryan Schutte, a single person.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

All of Lot 5, and 5 feet of the South Side of Lot 4, and 3 feet off the North side of Lot 6, and also, the undivided one-half of the 2 feet adjoining the said 3 feet on the South side of Lot 6, all in Block 90; and also an undivided one-half interest in the stone and brick wall on said Lot 6 in the city of Falls City, Richardson County, Nebraska; and, the North 6 inches of which above described "5 feet off of the South side of Lot 4" as qualified by and subject to a Decree of the District Court of Richardson County, Nebraska, in Case No: 6286, rendered March 5, 1912; in Re John H. Gehling, et al vs. Charles H. Heneman, et al; together with that part of the South half of which is known as the Gehling Opera House party wall on the South side of Lot 4, all in Block 90, Falls city, Richardson County, Nebraska

Scope of Services -
Downtown Revitalization Project – Phase 3
Falls City, Nebraska

October 28, 2024

Prepared For:



Prepared By:



Section 1: Project Description

The City of Falls City desires to complete Phase 3 of the Downtown Streetscape Improvements. Phase 1 and 2 included work along the 1500 and 1600 blocks of Stone Street, along with improvements to West 17th and 18th between Harlan and Stone. Phase 3 will include the west side of block 1400 as well as both sides of block 1800.

The primary objective of the project is to reconstruct the existing public infrastructure to comply with the Americans with Disabilities Act. The secondary goals are to improve the aesthetics of the area similar to improvements made in Phases 1 and 2. Specifically, the engineering services will include the following tasks:

- 1) Design and preparation of construction estimates for improvements including sidewalks, curb ramps, curb and gutter, street construction, storm sewers and lighting.
- 2) Preparation of Construction Documents including bidding documents, Construction Plans, Specifications and Special Provisions. Bidding documents will include all necessary CDBG requirements.
- 3) Construction Engineering Services upon successful award to a selected contractor.

It is understood that the City reserves the right to bid/construct all or a portion(s) of the project depending on budgetary constraints.

NOTE: The Scope of Services attached hereto are for the design and bidding phase services of the project. Construction Engineering Services will be negotiated after award.

Section 2: Scope of Services

Task 100 – Project Management:

1. Prepare a Project Management Plan consisting of a detailed schedule, communication plan, critical success factors, and a risk mitigation plan.
2. Attend up to three (3) in-person update meetings during the project.
3. Attend up to three (3) virtual update or project input meetings during the project.
4. Perform management over staff performing work on the project, provide written updates to the Owner, and prepare regular invoicing and progress reports for the project.

Task 200 – Project Kick-off:

1. Conduct a kick-off meeting and site visit with the Owner
 - a. Review scope, schedule, and project requirements
 - b. Collect additional information regarding utilities

Task 300 – Topographic Survey:

1. Research and Desktop Review
 - a. Research for corner ties and property information
 - b. Research/coordinate with Owner on utility location information
 - c. Prepare a survey line-out
 - d. Submit 1-Call (Diggers ticket)
2. Collect Field Data to include:
 - a. Existing control data (including existing property pins where available)
 - b. Set temporary control as necessary
 - c. Topo items (visible physical features)
 - d. Marked utilities
 - e. Ground surface data (building face to building face or 50' from centerline where buildings are not present)
3. Reduce survey data and develop base drawings

Task 400 – Preliminary Design:

1. Develop 30% preliminary plans to include:
 - a. Title Sheet
 - b. Location Map
 - c. Civil Site Sheets
 - d. Plan and Profile Sheets as necessary for sidewalks and/or roadway
 - e. Preliminary Lighting layout
2. Perform internal Quality Control/Quality Assurance (QA/QC) reviews
3. Provide 30% plans to Owner for review and comment
4. Conduct Plan-in-Hand field review with the Owner to address questions/concerns and to confirm the preliminary layout
5. Prepare 30% Engineer's Estimate of Probable Cost
6. Prepare 65% Design to include:
 - a. Updated 30% plan sheets

- b. Survey Control Sheet
 - c. Removal Sheets
 - d. Construction and Geometrics Sheets
 - e. Cross Section Sheets (if applicable)
 - f. Landscape Plan
 - g. Lighting Plan
 - h. Preliminary Project Specifications (General Provisions, including CBDG requirements)
 - i. Update Engineer's Estimate
7. Perform internal Quality Control/Quality Assurance (QA/QC) reviews
 8. Provide 70% design package to the Owner for review.

Task 500 – Final Design:

1. Develop 90% design documents
 - a. Revise and incorporate comments from 70% Owner review
 - b. Development of Special Provisions section of the specifications
 - c. Prepare bidding document forms (Notice to Bidders, Proposal Bid Form, Construction Contract, and Payment and Performance Bonds)
 - d. Update Engineer's Estimate to be commensurate with 90% design
2. Perform internal Quality Control/Quality Assurance (QA/QC) reviews
3. Provide 90% Design Package to Owner for review
4. Assist Owner in setting up and attend Public Hearing to present the proposed design concept
 - a. Furnish plans and displays of 90% design
 - b. Collect and compile comments from public hearing
5. Finalize Construction Plans and Specifications
6. Prepare Final Engineer's Estimate with final quantities
7. Perform internal Quality Control/Quality Assurance (QA/QC) reviews
8. Provide final signed and sealed Construction Documents (Plans, Specifications, Contract Documents) to the Owner
9. Attend meeting with Owner to review and final design package and address any comments/questions and receive final approval

Task 600 – Bidding Assistance

1. Publish "Notice to Bidders" on MEI Website and plan room
2. Publish Bid Documents on MEI's plan room, available for Contractor download
3. Send courtesy notifications to potential bidders
4. Respond to questions from prospective bidders
5. Attend Council meeting to discuss letting and/or answer questions (if requested)
6. Attend Bid Opening
7. Prepare Bid Tabulations for Owner and post on MEI's website
8. Review bids received and provide written Recommendation of Award
9. Prepare Contract for selected bidder

Assumptions and Exclusions:

1. Owner will provide timely review of submittals and responses to requests for information

2. All permit fees will be paid by Owner
3. The following are not included in the Design Scope of Services:
 - a. Legal survey, or work requiring a licensed surveyor (LS)
 - b. Geotechnical investigation and reports
 - c. Sanitary sewer main, water main and service line design
 - d. Floodplain, Army Corp of Engineers Section 404 Permitting, or other environmental permitting
 - e. Traffic Study
 - f. Signing, marking and traffic control/detour plans
 - g. Grant Administration
 - h. SWPPP Preparation, administration and inspections (may be included with Construction Engineering services)

Section 3: Estimated Project Schedule

Project Initiation	October 2024
Project Kick-off	November 2024
Data Collection	November 2024
Preliminary Design (30%)	January 2025
Final Design (90%)	March 2025
Design Finalization	April 2025
Bidding/Contracting	April – May 2025

Revised

Section 4: Fee Schedule

The Scope of Services tasks listed in Section 2 of this proposal provide an outline of the professional services to be provided under this contract. Additional services not identified in the scope of services would be negotiated prior to commencing work.

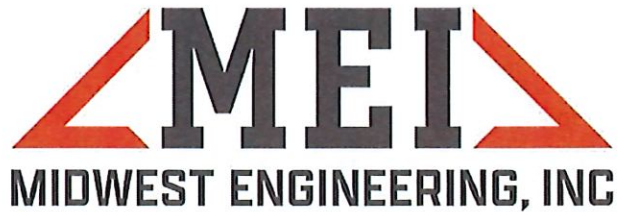
This proposal and Scope of Services is intended to provide a complete construction project. The Owner should be aware that partial work and/or construction phasing may require additional design work to ensure the phases are cohesive when fully complete. We are open to discussion and working with the Owner to develop a scope and budget that more aligns with the phases and goals of the Owner.

MEI proposes to provide the services outlined in the Scope of Services in Section 2 of this proposal for the following fees defined below:

<u>Task:</u>	<u>Fee:</u>
Design Phase Services	\$ 124,300.00 (lump Sum)
Bidding and Negotiation Phase Services	\$ 5,500.00 (lump Sum)
Total	\$ 129,800.00 (Lump Sum)

Section 3: Estimated Project Schedule

Project Initiation	November 2024	January/February 2025
Project Kick-off	November 2024	January/February 2025
Data Collection	November 2024	January/February 2025
Preliminary Design (30%)	January 2025	Late March 2025
Final Design (90%)	March 2025	Early May 2025
Design Finalization	April 2025	Late May 2025
Bidding/Contracting	April—May 2025	May/June 2025



**AGREEMENT
FOR PROFESSIONAL SERVICES**

October 28, 2024

Anthony Nussbaum
City Administrator of Falls City
2307 Barada Street
Falls City, Nebraska 68355

Project: Engineering Services – Downtown Revitalization Project, Phase 3

Mr. Nussbaum:

It is our understanding that The City of Falls City requests Midwest Engineering, Inc. to perform services described in the attached Scope of Services pursuant to this Agreement for Professional Services (hereinafter "Agreement"), including the Attachments set forth on the following page.

THIS AGREEMENT made and entered into by and between the **City of Falls City, Nebraska** (hereinafter "Owner") and **Midwest Engineering, Inc.** (hereinafter "MEI"), and

WITNESSES THAT:

WHEREAS, the Owner (2307 Barada Street, Falls City, Nebraska 68355) and MEI (3260 Folkways Boulevard, Suite B, Lincoln, Nebraska 68504), 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 Owner, as part of its 20__ CDBG grant agreement with the Department, under contract number _____, 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

Owner's approved CDBG program, and

WHEREAS, it would be beneficial to the Owner to utilize MEI 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. SCOPE OF SERVICES:

Please see the Scope of Services attached.

The Owner acknowledges that it has reviewed the Scope of Services, along with the Attachments. Should the Owner request additional work, MEI will invoice the Owner for such additional services. MEI shall not commence work without the Owner's prior written approval.

2. SCHEDULE:

The start of the contract shall be _____. The termination date of the contract shall be _____. The effective date of this contract shall be the date the parties sign and complete execution of the contract.

Please see tentative schedule within the Scope of Services.

MEI will plan to begin its services upon execution of the Agreement and will plan to complete its services as set forth in the tentative schedule. However, it is understood that the tentative schedule and any milestones are approximate only. MEI reserves the right to adjust its schedule at its sole discretion, for any reason, including, but not limited to, delays caused by the Owner or delays caused by third parties.

3. COMPENSATION:

The Owner shall pay MEI for the performance of the services as outlined in the Fee Schedule in the Scope of Services. MEI will submit regular progress invoices, pursuant to the Fee Schedule, with payment being due within 30 calendar days of invoice date. MEI's scope of services will be provided on a Lump Sum basis for a total of \$129,800.00.

4. CHANGES, AMENDMENTS, MODIFICATIONS:

MEI and the Owner understand the risks, rewards, and benefits of the Project, the Scope of Services, the Fee Schedule, and the other Attachments which make up the Agreement. The Agreement represents the entire understanding between the Owner and MEI with respect to the Project.

The Owner 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 Owner and MEI shall be incorporated by written amendments to this Agreement.

Owner's designated Representative shall be:
Mr. Anthony Nussbaum – City Administrator

Attachments

Scope of Services (including Fee Schedule)
General Provisions

If this Agreement satisfies your understanding of the Project and you wish to secure MEI's services, please sign in the spaces provided below. This offer will be open for acceptance for a period of 30 days from the heading date on page 1.

MIDWEST ENGINEERING, INC.

By: 
Josh Keithley, Principal

Date: October 28, 2024

By signing below, you acknowledge that you have full authority to bind the Owner to the terms of the Agreement. If you accept the terms set forth herein, please, sign below:

FALLS CITY, NEBRASKA

Accepted: _____
Owner Signature

Date: _____

Print Name: _____

Attest: _____

Date: _____

GENERAL PROVISIONS

These General Provisions are attached to the respective letter Agreement for Professional Services dated October 28, 2024.

DEFINITIONS:

“Owner” –City of Falls City, Nebraska

“MEI” –Midwest Engineering, Inc.

“Department” – the State of Nebraska
Department of Economic Development

“CDBG” – Community Development Block
Grant

“HUD” – the federal Department of Housing and
Urban Development

3.1.1 MEI shall assist the Owner in determining and developing the Project requirements and shall not proceed with the development of any successive design documents until receiving written approval from the Owner. The Project requirements shall be described in the Proposal & Scope of Services attachment.

3.1.2 MEI shall not be responsible for the acts or omissions of the Owner, the Contractor and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of MEI.

3.1.3 MEI shall provide services promptly so as not to delay the Owner, the Contractor, Subcontractors or Others.

ARTICLE 1 – MEI’S SCOPE OF SERVICES

MEI shall perform the engineering services necessary to design the Project set forth in this Agreement and as outlined in the Proposal & Scope of Services, which is attached. The Proposal & Scope of Services does not include Construction Phase Services or Additional Services indicated in Articles 3.3 and 3.4. Construction Phase Services or Additional Services may be authorized by the Owner under a Supplemental Agreement(s).

ARTICLE 2 - RELATIONSHIP OF THE PARTIES AND STANDARD OF CARE

2.1 MEI accepts the relationship of trust and confidence established by this Agreement and shall cooperate and exercise skill and judgment in furthering the interests of the Owner. MEI represents that it possesses the requisite skill, expertise, and licensing to perform the required services. The Owner and MEI agree to work together based on mutual trust, good faith and fair dealing, and shall take reasonable actions to enable each other to perform this Agreement in a timely, efficient and economical manner. The Owner and MEI shall promote cooperation among all Project participants.

2.2 Neither MEI nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

ARTICLE 3 - MEI RESPONSIBILITIES

3.1 GENERAL PROJECT REQUIREMENTS AND RESPONSIBILITIES

3.2 BASIC SCOPE OF SERVICES

MEI's Tentative Schedule, Basic Scope of Services, and Cost Breakdown of Basic Scope of Services are defined in the Proposal & Scope of Services attachment.

3.3 CONSTRUCTION PHASE SERVICES

3.3.1 Construction Phase Services are not included in the Basic Scope of Services and may be authorized by the Owner under a Supplemental Agreement or Amendment.

3.3.2 Construction Phase Services include, but are not limited to the following: coordinate the project schedule with the schedule of work submitted by the Contractor, prepare change orders and any documents needed in conjunction with the change orders, respond to Contractor requests for information, interpretations and clarifications of the drawings and specifications, review shop drawing and product data submittals for compliance and conformance with the Contract Documents, make Worksite visits to become familiar with the quality of Work, provide written reports of the progress of the Work, photographs of the Work, prepare Contractor applications for payment, and any other Construction Phase Services requested by the Owner.

3.4 ADDITIONAL SERVICES

3.4.1 Additional Services are not included in the Basic Scope of Services and may be

authorized by the Owner under a Supplemental Agreement or Amendment.

3.4.2 Additional Services include, but are not limited to the following: sources of Project financing, appraisals of existing equipment or facilities, subsurface investigations, verification of Owner provided As-built drawings and information, renderings or models of the Project, inventory and evaluation of existing materials or equipment that may be considered for incorporation into the Project, making revisions to the Approved Construction Documents due to causes beyond the control of MEI, services supporting the procurement of materials for work to be performed by the Owner, services in connection with the repair or replacement of an insured loss.

3.5 SUBCONSULTANTS

3.5.1 MEI may utilize as necessary in its discretion subconsultants and other subcontractors. MEI warrants and represents that itself, subconsultants, and subcontractors are qualified, licensed, registered and authorized by law to perform the Services under this Agreement. MEI will be paid for all services rendered by its subconsultants and subcontractors as set forth in this Agreement.

3.5.2 MEI shall obtain approval from the Owner before engaging the services of any Subconsultant or Subcontractor. Approval by the Owner shall not create a contractual relationship between the Owner and Subconsultant or Subcontractor, except that the Owner shall be considered the intended beneficiary of the performance of their services. MEI shall bind its Subconsultants and Subcontractors in the same manner as MEI is bound to the Owner under this Agreement.

3.6 RECORD MAINTENANCE, RECORD RETENTION, AND ACCESS TO RECORDS

3.6.1 MEI 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 Owner or the Department may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

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

3.6.3 The Owner, 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 MEI involving transactions to this local program and Agreement.

ARTICLE 4 – OWNER'S RESPONSIBILITIES

4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

4.1.1 Owner shall furnish or provide the information and services below to MEI in a timely manner, and MEI may rely upon the completeness and accuracy of such information in performing its services.

4.1.1.1 Any existing borings, probings or subsurface explorations; hydrographic surveys; laboratory tests or inspection of samples; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic or utility surveys; property descriptions; and/or zoning of deed restrictions; benchmarks and reference points for construction unless included in Basic Scope of Services.

4.1.1.2 Construction Phase Inspection and testing as mutually agreed upon.

4.1.1.3 Access for MEI to enter upon public and private property necessary to perform its services on the Project.

4.1.1.4 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project.

4.1.1.5 Pay all costs incident to obtaining bids or proposals from Contractor(s).

4.1.1.6 Pay all permit application review costs for government authorities having jurisdiction over the Project.

4.1.1.7 Unless otherwise provided, necessary approvals, plan review, rezoning, easements and assessments, fees, and charges required for construction, use, occupancy or renovation, including legal and other required services.

4.1.2 Owner shall give prompt written notice to MEI whenever it becomes aware of any defects, errors, inconsistencies, and omissions it discovers in the Construction Documents; however, nothing in this Subparagraph shall relieve MEI of responsibility for its own defects, errors, inconsistencies, and omissions.

4.2 OWNER'S REPRESENTATIVE

The Owner's representative is identified in the Basic Scope of Services Attachment

4.2.1 The Owner's representative shall be fully acquainted with the Project.

4.2.2 The Owner's representative agrees to furnish required information and services so as to not delay the services of MEI.

4.2.3 The Owner's representative shall have the authority to bind the Owner in all matters requiring Owner's approval, authorization, or written notice.

4.3 ROYALTIES, PENALTIES AND COPYRIGHTS

The Owner shall pay all royalties and license fees of any patented or copyrighted materials, methods or systems required by the Owner and incorporated in the design documents of MEI. The Owner shall indemnify and hold harmless MEI from all claims for infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems required by the Owner or used by the Contractor but not required by the Owner or MEI.

ARTICLE 5 – TIME

5.1 TIME FOR SERVICES

MEI shall provide the Services outlined in the Basic Scope of Services Attachment in conformance with the Tentative Schedule within the Basic Scope of Services Attachment as approved by the Owner. MEI's services and fee have been agreed to and is based upon orderly and continuous progress of the

Project through completion of the Construction Documents. If completion of Construction Documents is not achieved by the dates or periods of time indicated in the Tentative Schedule through no fault of MEI, MEI's Fee shall be equitably adjusted. If the Owner has requested changes in scope, extent, or character of the Project, the time of performance of MEI's services shall be adjusted equitably.

ARTICLE 6 – COMPENSATION AND PAYMENTS

6.1 COMPENSATION FOR BASIC SCOPE OF SERVICES

Owner agrees to pay MEI the amounts due for Services rendered and expenses within thirty (30) days after MEI has provided its invoice for such Services. In the event the Owner disputes any invoice item, Owner shall give MEI written notice of such disputed item within fifteen (15) days after receipt of such invoice and shall pay MEI the undisputed portion of the invoice according to the provisions hereof.

6.2 CONSTRUCTION PHASE SERVICES AND ADDITIONAL SERVICES

MEI shall be compensated for Construction Phase Services and Additional Services under a Supplemental Agreement, or Amendment, to this Agreement.

6.3 REIMBURSABLE EXPENSES

MEI shall be compensated for Reimbursable Expenses described in MEI's Reimbursable Expense Schedule at their actual cost.

ARTICLE 7 – INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

7.1 INDEMNITY

MEI and the Owner mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, relating to third party personal injury or third party property damage and arising from their own negligent acts, errors or omissions in the performance of their services under this Agreement, but only to the extent that each party is responsible for such damages, liabilities or costs on a comparative basis of fault.

7.2 INSURANCE

MEI agrees to purchase at its own expense Worker's Compensation insurance, Professional Liability insurance and Commercial General Liability insurance

and will upon request, furnish insurance certificates to the Owner. MEI agrees to purchase additional insurance as requested by the Owner (assuming such insurance is readily available), provided any additional premiums are reimbursed by the Owner.

ARTICLE 8 – TERMINATION

8.1 TERMINATION BY EITHER PARTY

Either Party may terminate this Agreement upon seven (7) days written notice if the other Party materially breaches its terms through no fault of the initiating Party.

8.2 TERMINATION BY OWNER FOR CONVENIENCE

The performance of the Work under this Agreement may be terminated for any reason by the Owner, in whole or in part, any time, upon seven (7) days written notice. In the event of a termination for convenience, MEI will stop work and follow the Owner's instructions for terminating the Project. In such event, MEI may recover from the Owner payment for all Services performed in accordance with this Agreement, and any proven loss, cost or expense in connection with the Service, including those resulting from the termination.

ARTICLE 9 – DISPUTE RESOLUTION

9.1 CONTINUANCE OF SERVICES AND PAYMENT

Unless otherwise agreed in writing, MEI shall continue to perform its Services during any dispute mitigation or resolution proceeding. If MEI continues to perform, the Owner shall continue to make payments in accordance with the Agreement for the amounts not in dispute.

9.2 DIRECT DISCUSSIONS

If the Parties cannot reach resolution on a matter relating to or arising out of the Agreement, the Parties shall endeavor to reach resolution through good faith direct discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions. If the dispute remains unresolved after thirty (30) days from the date of first discussion, the Parties shall submit such matter to the dispute mediation procedures.

9.3 MEDIATION

If direct discussions do not result in resolution of the matter, the Parties shall endeavor to resolve the matter by mediation. The Parties shall appoint a third party who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. The third party mediator shall be qualified to evaluate the performance of both Parties,

and shall be familiar with the design and construction progress. The third party shall meet to hear the dispute within thirty (30) days of their selection and shall attempt to resolve the dispute within sixty (60) days of first meeting. The costs of mediation shall be shared equally by the Parties.

9.4 BINDING DISPUTE RESOLUTION

If the matter remains unresolved after submission of the matter to mediation, the Parties shall submit the matter to litigation in the state or federal court having jurisdiction of the matter in the location of the Project.

9.4.1 The costs of any binding dispute resolution processes shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

9.4.2 VENUE The venue of any binding dispute resolution procedure shall be the location of the Project unless the Parties agree on a mutually convenient location.

ARTICLE 10 – LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of MEI and MEI's officers, directors, partners, employees, agents, and MEI's Consultants shall not exceed the total compensation received by MEI under this Agreement.

ARTICLE 11 – MISCELLANEOUS

11.1 OWNERSHIP OF DOCUMENTS

The Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared, provided or procured by MEI or by subconsultants retained by MEI and distributed to the Owner for this Project, upon the making of final payment to MEI or in the event of termination under Article 8, upon payment for all sums due to MEI pursuant to Paragraphs 8.1 and 8.2.

11.1.1 COPYRIGHT

The Parties agree that the Owner shall not obtain ownership of the copyright of all Documents and the copyright shall remain with MEI.

11.1.2 USE OF DOCUMENTS IN EVENT OF TERMINATION

The Owner shall have the right to use, reproduce, and make derivative works of the

Documents to complete the Project, in event of a termination of this Agreement.

11.1.3 OWNER'S USE OF DOCUMENTS AFTER COMPLETION OF PROJECT

The Owner may reuse, reproduce, or make derivative works from the Documents solely for the purposes of maintaining, renovating, remodeling or expanding the Project at the Worksite after completion of the Project. The Owner's use of the Documents without MEI's involvement or on other projects is at the Owner's sole risk, except for MEI's indemnification obligations pursuant to Paragraph 3.6, and the Owner shall indemnify and hold harmless MEI and its subconsultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses, including reasonable attorney's fees and costs, arising out of or resulting from any such prohibited use.

11.1.4 MEI's USE OF DOCUMENTS

MEI may reuse Documents prepared by it pursuant to this Agreement in its practice, but only in their separate constituent parts and not as a whole.

11.1.5 MEI shall obtain from its subconsultants rights and rights of use that correspond to the rights given by MEI to the Owner in this Agreement and MEI shall provide evidence that such rights have been secured.

11.2 ELECTRONIC DOCUMENTS

By accepting and utilizing any electronic file of any Work Product or other data transmitted by MEI, the Owner agrees for itself, its successors, assigns, insurers, and all those claiming under or through it, that by using any of the information contained in the attached electronic file, all users agree to be bound by the following terms. All the information contained in any electronic file is the work product and instrument of service of MEI, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Owner. The information contained in any electronic file is provided for the convenience of the Owner and is provided in "as is" condition. The client is aware that differences may exist between the electronic files transferred and the printed hard-copy original signed and sealed drawings or reports. In the event of a conflict between the signed original documents

prepared by MEI and the electronic files, which may be transferred, the signed and sealed original documents shall govern. MEI specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to any electronic files. It shall be the Owner's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the Owner. The Owner shall retransmit any electronic files, or any portion thereof, without including this disclaimer as part of any such transmissions. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless MEI, its officers, directors, employees and subconsultants against any and all damages, liabilities, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from any changes made by anyone other than MEI or from any reuse of the electronic files without prior written consent of MEI.

11.3 OPINION OF PROBABLE CONSTRUCTION COST

MEI's opinions of probable Construction Cost provided herein are to be made on the basis of MEI's experience and qualifications and represent MEI's best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. However, since MEI has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding market conditions, MEI cannot and does not guarantee the proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by MEI. If the Owner wishes greater assurance as to probable Construction Cost, the Owner shall employ an independent cost estimator. If MEI's opinion of probable Construction Cost was performed in accordance with its standard of care and was reasonable under the total circumstances, any services performed by MEI to modify the Contract Documents to bring the construction cost within any limitation established by the Owner will be considered Additional Services and paid for as such by the Owner. If, however, MEI's opinion of probable construction cost was not performed in accordance with its standard of care and was unreasonable under the total circumstances and the lowest negotiated bid for construction of the Project unreasonably exceeds MEI's opinion of probable Construction Cost, MEI shall modify its work as necessary to adjust the Project's size, and/or quality to reasonably comply with the Owner's budget at no additional cost to the Owner. Under such circumstances, MEI's modification of its work at no

cost shall be the limit of MEI's responsibility with regard to any unreasonable opinion of probable Construction Cost.

11.4 PREVAILING WAGES

It is the Owner's responsibility to determine whether the Project is covered under any prevailing wage regulations. Unless the Owner specifically informs MEI in writing that the Project is a prevailing wage project and is identified as such in the Basic Scope of Services, the Owner agrees to reimburse MEI and to defend, indemnify and hold harmless MEI from and against any liability, including costs, fines and attorney's fees, resulting from a subsequent determination that the Project was covered under any prevailing wage regulations.

11.5 FORCE MAJEURE

Any delay in the performance of any of the duties or obligations of either party hereto (except the payment of money) shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God, acts of the public enemy, insurrections, riots, embargoes, labor disputes, including strikes, lockouts, job actions, boycotts, fires, explosions, floods, shortages of material or energy, or other unforeseeable causes beyond the control and without the fault or negligence of the party so affected. The affected party shall give prompt notice to the other party of such cause, and shall take promptly whatever reasonable steps are necessary to relieve the effect of such cause.

11.6 EQUAL EMPLOYMENT OPPORTUNITY

MEI and any subconsultants or subcontractors shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance employment individuals without regard to race, color, sex, sexual orientation, gender identity, national origin, disability or veteran status.

11.7 GOVERNING LAW AND VENUE

The Parties agree that this Agreement and any legal actions concerning its validity, interpretation or performance shall be governed by the laws of the State of Nebraska. It is further agreed that any legal

action between the Parties arising out of this Agreement or the performance of services shall be brought in a court of competent jurisdiction in Nebraska.

11.8 SUBCONSULTANTS

MEI may utilize as necessary in its discretion subconsultants and other subcontractors. MEI will be paid for all services rendered by its subconsultants and other subcontractors as set forth in this Agreement.

11.9 ASSIGNMENT

11.9.1 Neither the Owner nor MEI shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds

11.9.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Owner and MEI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Owner and MEI and not for the benefit of any other party. There are no third-party beneficiaries of this Agreement.

11.10 SEVERABILITY

The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

11.11 RIGHTS AND REMEDIES

The Parties' rights, liabilities, responsibilities, and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

11.12 EXTENT OF AGREEMENT

This Agreement represents the entire agreement between the Owner and MEI and supersedes all prior communications, understandings and agreements, whether oral or written. Supplemental Agreements and/or Amendments to this Agreement must be in writing and signed by the Owner and MEI. This Agreement is for the exclusive benefit of the Owner and MEI and not for the benefit of any third party except to the extent expressly provided by this Agreement.

11.13 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.

11.14 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.

11.15 BUILD AMERICA, BUY AMERICA ACT (BABA)

11.15.1 The Owner 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 Owner'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.

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

11.16 SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

11.16.1 The work to be performed under this Agreement 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.

11.16.2 The parties to this Agreement will comply with the provisions of said Section 3. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.

11.16.3 MEI 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.

11.16.4 MEI 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. MEI 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.

11.16.5 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 Agreement, 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.

11.17 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.

11.18 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.

11.19 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.

11.20 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 Agreement. 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.