
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 January 21, 2025
2. Agenda Approval
3. Claims Approval for Payable Date February 4, 2025
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 – Review and approval of the 2025 Retail Liquor License renewals as published in the Falls City Journal
2. Discussion and Action – Authorization to execute the Custodial Agreement with F&M Bank for CDARS and ICS Deposit Placement Agreements
3. Discussion and Action – Authorization to execute a Non-Disclosure Agreement with Citroniq Chemicals LLC
4. Discussion and Action – Authorization to execute a Confidentiality Agreement with Cordia Development LLC
5. Discussion – Falls City EDGE Quarterly Report for the 4th Quarter of 2024 | Lucas Froeschl, EDGE Director

6. Discussion and Action – Authorization to execute the Commitment Letter and submit an application to the 2025 CCCFF Grant Cycle for the Falls City Amphitheater Park due February 15, 2025 in collaboration with the Falls City Creative District
7. Discussion – Consider donation of the building at 206 East 20th Street for city use | First Presbyterian Church
8. Closed Session – Discussion regarding fiscal management, claims and procurement

ADJOURNMENT

Anthony Nussbaum, City Clerk

January 21, 2025

A meeting of the City Council of the City of Falls City, Nebraska, was held in said City on the 21st day of January 2025, at 6:00 o' clock P.M. Council met in regular session. Mayor Harkendorff called the meeting to order and Clerk Nussbaum recorded the minutes of the meeting. On roll call the following Council persons were present: Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Ruiz. Absent: Leyden. Notice of the meeting was given in advance thereof by posting in three public places, a designated method for giving notice as shown by the Certificate of Posting Notice attached to these minutes. Notice of this meeting was given to the mayor and all persons of the Council and a copy of their acknowledgment of receipt of notice and the agenda is attached to the minutes. Availability of the agenda was communicated in the advance notice and in the notice to the Mayor and Council of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public. Mayor Harkendorff publicly stated to all in attendance that a current copy of the Nebraska Open Meetings Act was available for review and indicated the location of such copy posted in the room where the meeting was being held.

CONSENT AGENDA

A motion was made by Council person Ferguson and seconded by Council person F. Killingsworth 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 January 6, 2025, meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Council that the agenda for January 21, 2025, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Council that the December 21, 2024, through January 4, 2025, Claims are hereby approved. 4. *BE IT FURTHER RESOLVED BY* the Council that the Treasurer's report for December, 2024 is hereby approved. 5. *BE IT FURTHER RESOLVED BY* the Council that the Consent Agenda for January 21, 2025, is hereby approved. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Ruiz. "NAY" None. "ABSENT" Leyden. Motion carried.

PUBLIC HEARING – DISCONTINUING THE COMMUNITY REDEVELOPMENT BLOCK GRANT (CDBG) HOUSING REVOLVING LOAN FUND (RLF)

Mayor Harkendorff declared a public hearing open at 6:21 P.M. Mayor Harkendorff then asked if there was anyone in the audience who wished to speak in favor or opposition. There was no public comment. Mayor Harkendorff then declared the public hearing closed at 6:23 P.M.

RESOLUTION TO DISCONTINUE THE CDBG HOUSING REVOLVING LOAN FUND

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

SEASONAL EMPLOYEE JOB DESCRIPTIONS AND PAY SCALES FOR PRICHARD AUDITORIUM AND AQUATIC CENTER FOR SEASON 2025 AND 2026

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

RESOLUTION AUTHORIZING EXECUTION OF THE LOAN AGREEMENT, PROMISSORY NOTE AND DEED OF TRUST FOR THE PROPERTY AT 1522 STONE STREET, 1608 STONE STREET, 1715 STONE STREET, 1817 HARLAN STREET AND 1819/1821 STONE STREET FROM THE CITY'S CDBG DOWNTOWN REVITALIZATION GRANT NO. 23DTR006

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

APPOINTMENT OF KRISTEN POPPE TO THE HOUSING BOARD FOR THE ECONOMIC DEVELOPMENT SEAT FOR TERM ENDING 12.31.2026 AS RECOMMENDED BY FALLS CITY EDGE AND MAYOR HARKENDORFF

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

DISCUSSION - ALLOWING STREET LEGAL UTVS AND GOLF CARTS TO OPERATE ON CITY STREETS BETWEEN DUSK TO DAWN[CITY COUNCIL

A motion was made by Council member K. Killingsworth and seconded by Council member F. Killingsworth to approve the city administration to draft an amended ordinance to allow street legal UTVs and golf carts to operate on city streets between dusk to dawn. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Kaster, F. Killingsworth, K. Killingsworth, Ruiz. "NAY" None. "ABSENT" Leyden. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 6:52 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 January 21, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office of the City Clerk; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by persons of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to persons of the public, posted during such meeting in the room in which such meeting was held.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR

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

January 9, 2025
2307 Barada Street, Falls City, Nebraska

A regular meeting of the Board Members of Southeast Nebraska Land Bank of the City of Falls City, Nebraska, was held at the City Hall, 2307 Barada Street in said City on the 9th day of January 2025, at 12:03 o'clock P.M. Present were: Board Members: Garrett Haring, LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. Absent: Marilyn Capps, Ed Harris. Also present was Director/Secretary, Lucas Froeschl, Ex-Officio Mitch Merz and guest Blake Buckminster, City Building Inspector. 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 Land Bank will obtain FOR SALE property signs to advertise available lots.

CONSENT AGENDA

A motion was made by Toni Wintz and seconded by Clint Sailors 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 December 12, 2024, regular meeting is hereby approved. 2. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the agenda for January 9, 2025, is hereby approved. 3. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Treasurer's Report was given with \$69,434.90 in account after accepting EDGE's \$60,000 loan at 0% for 10 years. 4. *BE IT FURTHER RESOLVED BY* the Southeast Nebraska Land Bank that the Consent Agenda for January 9, 2025 is hereby approved. Roll was called on this motion and the members voted as follows: "YEA" Garrett Haring, LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. "NAY" None. Absent: Marilyn Capps, Ed Harris. Motion carried.

PROJECT #2025-1 PROPERTY ACQUISITION

A discussion was held regarding Project #2025-1 Property Acquisition. The Land Bank board decided to move forward with an offer for the parcel with the intent of soliciting another buyer to build a house. Discussion item only, no motion was made.

MANAGEMENT OF LOAN FUNDS

A motion was made by Toni Wintz and seconded by Clint Sailors to approve the purchase of a 7-month CD at Frontier Bank for \$30,000.00 at 4.25 % APY. It was noted that future CDs could be offered to other community banks to solicit the best rates. Roll was called on this motion and the members voted as follows: "YEA" Garrett Haring, LaMarr Matthes, Rachel Rankin, Clint Sailors, Toni Wintz. "NAY" None. Absent: Marilyn Capps, Ed Harris. Motion carried.

HILLCREST/CHAMPION HOMES

A discussion was held regarding Hillcrest/Champion Homes who have modular home floor plans available for 50ft, 75ft, and 100ft in-fill lots. The proposal includes advertising on a billboard what kind of home could be placed in each empty lot, the price to build, and contact information for local banks to assist with financing. Director, Lucas Froeschl, will try to line up a meeting with Nic of Hillcrest for the next Land Bank Meeting to discuss further. No motion was made.

MEETING ADJOURNED AT 12:47pm.

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 January 9, 2025; that all of the subjects included in the foregoing proceedings were contained in the agenda for the meeting, kept continually current and available for public inspection at the office EDGE, Inc.; that such agenda items were sufficiently descriptive to give the public reasonable notice of the matters to be considered at the meeting; that such subjects were contained in said agenda for at least twenty-four hours prior to said meeting; that at least one copy of all reproducible material discussed at the meeting was available at the meeting for examination and copying by members of the public; that the said minutes from which the foregoing proceedings have been extracted were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; that all news media requesting notification concerning meetings of said body were provided advance notification of the time and place of said meeting and the subjects to be discussed at said meeting; and that a current copy of the Nebraska Open Meetings Act was available and accessible to members of the public, posted during such meeting in the room in which such meeting was held.

DIRECTOR

SECRETARY

CHAIRPERSON

2025 Retail Liquor License Renewals

1. Casey's General Store – 1221 Harlan Street
2. Armbruster Liquor, LLC – 1123 Harlan Street
3. Elks Lodge #963 – 1417 Stone Street
4. American Legion Post #102 – 721 Harlan Street
5. Bosselman Pump & Pantry Inc. dba/Pump & Pantry 55 – 1521 Harlan Street
6. Costas Haralabidis dba/A & G Steakhouse – 1618 Stone Street
7. Kwik Shop #648 – 1403 Harlan Street

Published in Falls City Journal. No Complaints have been filed.

Custodial Agreement

You, the undersigned, enter into this Custodial Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*");

F&M Bank

1. Pursuant to this Agreement, you authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established pursuant to the CDARS Deposit Placement Agreement, the ICS Deposit Placement Agreement, or a predecessor agreement ("*Deposit Accounts*") for funds of yours placed as deposits through CDARS®, the Certificate of Deposit Account Registry Service®, or ICS, the IntraFi® Cash Service, and all your security entitlements and other related interests and assets with respect to the Deposit Accounts ("*Related Entitlements*"). The custodial account in which we will hold the Deposit Accounts and Related Entitlements ("*Custodial Account*") comprises all the CDARS and ICS custodial accounts that we maintain for you.

2. As your custodian, we may (i) cause the Deposit Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Deposit Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Deposit Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account with us to the Deposit Accounts or deliver or transfer funds from the Deposit Accounts to another account with us, (vi) for Deposit Accounts that are time deposits, surrender for payment for your account maturing CDs and those for which early withdrawal is requested, (vii) execute and deliver or file on your behalf all appropriate receipts and releases and other instruments, including whatever certificates may be required from custodians or may be necessary to obtain exemption from taxes and to name you when required for the purpose of the instrument, and (viii) take such other actions as are customary or necessary to effectuate the purposes of this Agreement.

3. For purposes of Article 8 of the Uniform Commercial Code in applicable state law ("*UCC*"), we will act as your securities intermediary for, and will treat as financial assets, any Deposit Accounts and Related Entitlements that we hold for you pursuant to this Agreement. The Custodial Account will be a securities account, as defined in the UCC.

4. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant, or other legal process that we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically, or in writing. If we are not fully reimbursed for records research, imaging, photocopying, and handling costs by the party that served the process, we may charge such costs to your account, in addition to any minimum fee we charge for complying with legal processes.

5. We may honor any legal process that is served personally, by mail, or by electronic mail or facsimile transmission at any of our offices or an office of our agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained.

6. We will have no liability to you for any good-faith act or omission by us in connection with this Agreement. You agree to indemnify us and our sub-custodian, and to hold us and our sub-custodian harmless from, all expenses (including counsel fees), liabilities, and claims arising out of any good-faith act or omission by us in connection with this Agreement or compliance with any legal process relating to the Custodial Account that we believe (correctly or otherwise) to be valid. You agree to pay any service charges that we impose on the Custodial Account.

7. You may be an individual in an individual capacity, more than one individual in a joint capacity, or a trust, partnership, corporation, or other legal entity. We may accept instructions on your behalf from any individual who signs this Agreement as or on behalf of a Depositor and from any of the following individuals:

Name	Title or Legal Capacity

(Add lines if necessary.)

The remainder of this page is intentionally left blank.

By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this Custodial Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: F&M Bank

Signature: _____

Name and title of authorized signatory:

Rod A. Rowland

President

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Falls City

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)

Customer Profile Form

Primary Customer Name: ¹ City of Falls City	
Contact Name (for nonpersonal accounts): Anthony Nussbaum	
Customer Class: <input type="checkbox"/> Individual / Joint / Revocable Trust <input type="checkbox"/> Estate / Irrevocable Trust <input type="checkbox"/> Corporation / LLC <input type="checkbox"/> Partnership / Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Nonprofit Institution <input type="checkbox"/> Club or Association <input checked="" type="checkbox"/> Public Entity <input type="checkbox"/> Foreign Government <input type="checkbox"/> Savings Bank / Credit Union <input type="checkbox"/> Other Bank / Financial Institution	
Primary Mailing Address: 2307 Barada St.	
City / State / Zip: Falls City, NE 68355	
Duplicate Statement Address (if applicable):	
City / State / Zip:	
Telephone Number: 402-245-2724	U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No
Email Address:	If No, Country of Citizenship:
Primary Owner Tax ID Number: 47-6006187	Type: <input type="checkbox"/> SSN <input checked="" type="checkbox"/> TIN <input type="checkbox"/> Non-Resident with SSN / TIN <input type="checkbox"/> Non-Resident Without SSN / TIN <input type="checkbox"/> Individual Tax ID Number
Primary Owner Other ID (required if no Tax ID): ² (If you do not have a U.S. Tax ID, populate a checkbox to the right.)	Other ID Type: <input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other
¹ For joint accounts, please set up separate customer profiles for both the primary and secondary owners. ² If you do not have a U.S. Tax ID, you must use this same alternate ID for all CDARS and all ICS transactions with all institutions. If you subsequently obtain a U.S. Tax ID, you must promptly inform us and other institutions so that your correct information can be recorded for tax reporting, ICS document tracking, and FDIC insurance purposes.	

Customer Exclusions:

On the below exclusion list, please provide the institutions in which you have deposit relationship outside of your CDARS and ICS placements.

There is no need to exclude institutions that currently hold your funds through IntraFi Services. Providing the same Tax ID for each of your CDARS or ICS accounts will enable the location of your current placement(s) to be recognized. These institutions will automatically be excluded from future placements.

Bank:	TRN:	City, State:
Frontier Bank		Omaha, NE
American National Bank		Omaha, NE

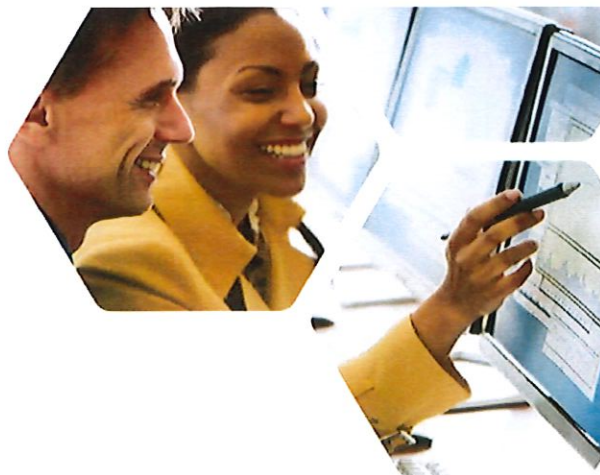
Signatures:

Customer Signature

Date

Institution Signature

Date



Put ICS to work for you.

When others count on you for safety, yield, flexibility, and transparency, you can count on IntraFi Cash ServiceSM, or ICS.

Peace of mind

With ICS, you can access millions of dollars in FDIC insurance—all through a single bank relationship with us, a bank you know and trust.

Protection against market loss and money market mutual fund restrictions

Funds placed using ICS are not subject to floating net asset values, liquidity fees, or money market mutual fund liquidity gates, so you can rest assured knowing that market volatility will not negatively affect account value. No one has ever lost a penny of an FDIC-insured deposit.

Earn interest at a rate set by us

Put cash balances to work in demand deposit accounts and money market deposit accounts.

Liquidity

Enjoy access to funds.

Time savings and ease

Work directly with us and say goodbye to managing multiple bank relationships, tracking collateral, or having uninsured deposits to footnote in financial statements.

Transparency

Stay confidently in control with statements that show balances, transactions, interest, and other important details associated with your deposit accounts. Enjoy 24/7 online access to account information.

Support for the local economy

When you make a large deposit with us, you can feel good knowing that your funds can be used to fund lending in the community that may, for example, help small businesses to support job or inventory growth, nonprofits to further their missions, and individuals to finance higher education.¹

A smart choice

ICS is the nation's most widely used FDIC-insured deposit product, combining the institutional strength of Wall Street with the community presence of Main Street. With ICS, you can enjoy the largest per-depositor FDIC eligibility available through a single financial relationship.

Get started today.

Alex Keithley
Assistant Vice President
402.245.2491

**FM
& Bank**

MEMBER FDIC

[1] When deposited funds are exchanged on a dollar-for-dollar basis with other institutions that use ICS, our bank can use the full amount of a deposit placed through ICS for local lending, satisfying some depositors' local investment goals or mandates. Alternatively, with a depositor's consent, our bank may choose to receive fee income instead of deposits from other participating institutions. Under these circumstances, deposited funds would not be available for local lending.

Deposit placement through CDARS or ICS is subject to the terms, conditions, and disclosures in applicable agreements. Although deposits are placed in increments that do not exceed the FDIC standard maximum deposit insurance amount ("SMDIA") at any one destination bank, a depositor's balances at the institution that places deposits may exceed the SMDIA (e.g., before settlement for deposits or after settlement for withdrawals) or be uninsured (if the placing institution is not an insured bank). The depositor must make any necessary arrangements to protect such balances consistent with applicable law and must determine whether placement through CDARS or ICS satisfies any restrictions on its deposits. A list identifying IntraFi network banks appears at <https://www.intrafi.com/network-banks>. The depositor may exclude banks from eligibility to receive its funds. IntraFi and ICS are registered service marks, and the IntraFi hexagon and IntraFi logo are service marks, of IntraFi Network LLC.



ICS Deposit Placement Agreement

You, the undersigned, enter into this ICS Deposit Placement Agreement ("*Agreement*") with the following financial institution ("*we*" or "*us*"):

F&M Bank

This Agreement states the terms and conditions on which we will endeavor to place deposits for you at other financial institutions through ICS®, the IntraFi Cash ServiceSM of IntraFi Network LLC ("*IntraFi*") for placing deposits at depository institutions.

1. Deposit Placement

1.1. Agreement and Schedules

(a) **Schedule 1** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Daily Rate. **Schedule 2** describes the account type and placement feature that we will use. **Schedule 3** describes the procedure by which we will place deposits for you through the form of ICS known as ICS-Fixed Rate if we offer such placement.

(b) Each participating institution in ICS that is an insured depository institution ("*Destination Institution*") will be one at which deposit accounts are insured by the Federal Deposit Insurance Corporation ("*FDIC*") up to the FDIC standard maximum deposit insurance amount ("*SMDIA*") of \$250,000.

(c) Subject to the terms and conditions of this Agreement, when we place deposits in a deposit account at a Destination Institution for your funds placed through ICS ("*Deposit Account*"), the amount of our outstanding placements for you at the Destination Institution through ICS and through CDARS®, the Certificate of Deposit Account Registry Service®, will not exceed \$250,000.

(d) The Bank of New York Mellon ("*BNY Mellon*") provides services that support deposit placement through ICS. BNY Mellon's services include acting as our sub-custodian and settlement agent.

(e) You must be capable of using, and you agree to use, the Depositor Control Panel ("*DCP*"), an online tool, to review provisional allocations of deposits and for other purposes. You also agree to receive notices that may be posted on the DCP or sent to you by email.

1.2. Deposit Accounts

(a) Deposits that we place for you in Deposit Accounts will be "deposits," as defined by federal law, at the Destination Institutions.

(b) Each Deposit Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Destination Institution at which it is held. It will not be a deposit obligation of us or of IntraFi, BNY Mellon, or any other person or entity.

2. Your Relationship With Us

2.1. Agency and Custodial Relationship

(a) We will act as your agent in placing deposits for you through ICS. Under a separate agreement with you that grants us custodial powers ("*Custodial Agreement*"), we will also act as your custodian for the Deposit Accounts.

(b) Each Deposit Account will be recorded (i) on the records of a Destination Institution in the name of BNY Mellon, as our sub-custodian, (ii) on the records of BNY Mellon in our name, as your custodian, and (iii) on our records in your name. The recording will occur in a manner that permits the Deposit Account to be FDIC-insured to the same extent as if it were recorded on the records of a Destination Institution in your name.

(c) For purposes of Article 8 of the Uniform Commercial Code, we will act as your securities intermediary for, and will treat as financial assets, the Deposit Accounts and all your security entitlements and other related interests and assets with respect to the Deposit Accounts, and we will treat you as entitled to exercise the rights that constitute the Deposit Accounts.

(d) All interests that we hold for the Deposit Accounts will be held by us only as your securities intermediary and will not be our property. You will be the owner of the funds in the Deposit Accounts and any interest on those funds.

2.2. Termination of Custodial Relationship

(a) Either you or we may terminate the custodial relationship between you and us at any time. You may



not transfer the Deposit Accounts to another custodian, but you may dismiss us as your custodian for a Deposit Account and request that it be recorded on the records of the Destination Institution in your name.

(b) We will endeavor to cause any request from you pursuant to Section 2.2(a) to be promptly forwarded to the Destination Institution. Each Destination Institution has agreed that it will promptly fulfill any such request, subject to its customer identification policies and other account opening terms and conditions.

(c) If a Deposit Account has been recorded on the records of a Destination Institution in your name pursuant to this Section 2, you will be able to enforce your rights in the Deposit Account directly against the Destination Institution, but we will no longer have any custodial responsibility for it and you will not be able to enforce any rights against the Destination Institution through us.

(d) If we were to become insolvent, our receiver or other successor in interest could transfer custody of the Deposit Accounts, and our rights and obligations under this Agreement, to a new custodian. Alternatively, you could exercise your right to have the Deposit Accounts recorded on the records of the Destination Institutions in your name pursuant to this Section 2.

3. Custodial Account and Interest Rate

3.1. Custodial Account

(a) As your custodian, we will open on our records, either directly or with the assistance of BNY Mellon, a custodial account in which we will hold your interests in the Deposit Accounts ("*Custodial Account*"). We may permit you to have multiple Custodial Accounts.

(b) On the signature page of this Agreement, you will enter a unique alphanumeric identifier for you ("*Depositor Identifier*"), which will be associated with the Custodial Account. You will enter as your Depositor Identifier your federal taxpayer identification number ("*TIN*"), unless you do not have a TIN, in which case you will enter an alternate identifier that we approve.

(c) If you use an alternate identifier, you must use the same alternate identifier for all placements of deposits for you, by us or by any other financial institution, through ICS or through CDARS. If you later obtain a TIN, you must promptly report it to us and to any such other institutions, and we may use it as your Depositor Identifier.

3.2. Interest Rate

(a) In ICS-Daily Rate, the interest rate for the Deposit Accounts at Destination Institutions ("*Interest Rate*") will be the then-current rate that we specify, which may be any rate (including zero) and which we may modify at any time. Through your continued participation in ICS-Daily Rate, you accept each applicable Interest Rate.

(b) In ICS-Fixed Rate, if offered, the Interest Rate will be determined as set forth in Schedule 3.

(c) If we permit you to have more than one Custodial Account, we may specify a different Interest Rate for each Custodial Account.

(d) Payment of the full amount of all accrued interest on a Deposit Account at a Destination Institution will be solely the responsibility of the Destination Institution. Neither we nor any other person or entity will be indebted to you for such payment.

4. Placement Procedures

4.1. Account Type, ICS Settlement, and Statements

(a) Settlement of payments to and from participating institutions in ICS through BNY Mellon that includes the type of deposits we place for you ("*ICS Settlement*") will occur each day that is not a Saturday, a Sunday, or another day on which banks in New York, New York, are authorized or required by law or regulation to close ("*Business Day*").

(b) You may confirm through the DCP (i) the aggregate principal balance in the Deposit Accounts ("*Program Balance*") and (ii) the principal balance and accrued interest of the Deposit Accounts at each Destination Institution as of the preceding Business Day or, after ICS Settlement-related processing, as of that Business Day.

(c) We will provide you with a periodic statement of custodial holdings for your funds placed through ICS that will include, as of the end of the statement period, your Program Balance, your principal balance at each Destination Institution, the total interest you have earned on the Deposit Accounts during the period, and the rate of return you have earned on the daily average closing principal balance for the period ("*Statement Period Yield*").

(d) The account information available on the DCP as described in Section 4.1(b), and the periodic statements described in Section 4.1(c), will be the only



evidence that you receive of your ownership of the funds. You should retain the account statements.

4.2. Triggering Events

(a) Funds will be transferred to or from the Deposit Accounts in response to an event specified in this Agreement that triggers such movement ("*Triggering Event*"). A Triggering Event may result in a transfer of funds from a root account with us that contains your funds ("*Root Account*") to the Deposit Accounts at ICS Settlement ("*Program Deposit*") or a transfer of funds from the Deposit Accounts to the Root Account at ICS Settlement ("*Program Withdrawal*").

(b) For ICS-Daily Rate, Schedule 1 sets forth Triggering Events applicable to your deposits. For ICS-Fixed Rate, Schedule 3 set forth Triggering Events applicable to your deposits.

4.3. Program Deposits

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.3(b), a Triggering Event for a Program Deposit will result in a transfer of funds to the Deposit Accounts at ICS Settlement the *next Business Day* ("*Regular Program Deposit*").

(b) Schedule 1 states whether, in ICS-Daily Rate, a transfer of funds to the Deposit Accounts at ICS Settlement on the *same Business Day* ("*Same-Day Program Deposit*") is available and, if so, the cutoff time for you to request a Same-Day Program Deposit ("*Same-Day Deposit Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Deposit Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Deposit.

(c) We may impose a maximum Program Balance amount for deposits that we place for you through ICS and will inform you of any such amount we impose. Even if a Triggering Event for a Program Deposit occurs, we may choose not to transfer the amount to the Deposit Accounts if it would cause the Program Balance to exceed the maximum. In addition, we may choose not to transfer to the Deposit Accounts an amount that we have credited to the Root Account, but have not yet collected from a third party.

4.4. Program Withdrawals

(a) Subject to the terms and conditions of this Agreement, and except as provided in Section 4.4(b), a Triggering Event for a Program Withdrawal will result in

a transfer of funds from the Deposit Accounts at ICS Settlement the *next Business Day* ("*Regular Program Withdrawal*").

(b) Schedule 1 states whether, in ICS-Daily Rate, the transfer of funds from your Deposit Accounts at ICS Settlement on the *same Business Day* ("*Same-Day Program Withdrawal*") is available and, if so, the cutoff time for you to request a Same-Day Program Withdrawal ("*Same-Day Withdrawal Cutoff Time*"). If Schedule 1 so states, a request that we receive and accept before the Same-Day Withdrawal Cutoff Time will be a Triggering Event, in ICS-Daily Rate, for a Same-Day Program Withdrawal.

4.5. Withdrawal Advances; Security Interest

(a) If Schedule 1 states that we will advance funds to you in anticipation of a Program Withdrawal, or if we otherwise decide in our discretion to advance funds to you in anticipation of a Program Withdrawal, you will owe the amount of these funds to us and we will retain from the funds we receive at ICS Settlement the amount we have advanced to you.

(b) With respect to any amount that you owe to us pursuant to Section 4.5(a):

(i) you grant us, and acknowledge that we have, a security interest in, and a lien on, the Deposit Accounts, related security entitlements, and other related interests and assets that we may hold for you as custodian and securities intermediary pursuant to the Custodial Agreement for the amount that you owe to us,

(ii) if a Destination Institution fails before a Program Withdrawal is completed, we may retain the amount of the Program Withdrawal from the proceeds of your FDIC insurance claim to satisfy the amount that you owe to us, and

(iii) to the extent that the amount that you owe to us is not satisfied from the interests and assets we are holding for you pursuant to the Custodial Agreement, or from the proceeds of any FDIC insurance claim, the amount remains owed by you to us and is payable on demand.

(c) If, in a separate agreement, you have granted us a security interest in the Deposit Accounts or in any security entitlements or other interests or assets relating to the Deposit Accounts as collateral for a loan to you or otherwise, we may decline to honor a request for a Program Withdrawal, or decline to honor a debit transaction in the Root Account that would trigger a



Program Withdrawal or be funded by a Program Withdrawal, to the extent the Program Withdrawal would cause your Program Balance to fall below the loan amount or other amount that you have agreed to maintain in the Deposit Accounts or to which the security interest applies. If, in a separate agreement, you have granted us a security interest in the Root Account, we also may decline to honor transactions in the Root Account in accordance with the separate agreement.

4.6. Account Type and Withdrawal Limit, If Any

(a) Deposits that we place for you through ICS-Daily Rate at a Destination Institution will be placed in a Deposit Account that is a demand deposit account ("DDA") or a Deposit Account that is a money market deposit account ("MMDA"), as provided in Section 1 of Schedule 2.

(b) Section 1 of Schedule 2 provides (i) that we will place deposits for you in DDAs, (ii) that we will place deposits for you in MMDAs, or (iii) that we may place deposits for you in DDAs or MMDAs.

(c) Section 1 of Schedule 2 also provides, if MMDAs will or may be used, (i) that an MMDA Program Withdrawal limit of six per month applies or (ii) that no MMDA Program Withdrawal limit applies.

(d) If a Program Withdrawal limit applies and you exceed the six permitted Program Withdrawals from MMDAs in a month:

(i) We may (A) transfer all the remaining funds in the MMDAs to the Root Account associated with the Custodial Account for the MMDAs or (B), if you also have a Custodial Account for DDA deposits, transfer all the remaining funds in the MMDAs to the Custodial Account for DDA deposits.

(ii) In subsequent months we may effect either such transfer at the time of your sixth Program Withdrawal.

(e) If you exceed the six permitted Program Withdrawals from MMDAs in multiple months, we may also make the Custodial Account for the MMDAs ineligible for Program Deposits.

5. Placement Feature

5.1. Reciprocal and One-Way

(a) If we are an FDIC-insured depository institution, we are eligible to use a feature of ICS in which, when we place deposits, we receive matching

deposits placed by other participating institutions in ICS and may pay a fee to IntraFi ("*Reciprocal Feature*").

(b) Whether or not we are eligible to use the Reciprocal Feature, we are eligible to use a feature of ICS in which, when we place deposits, we do not receive matching deposits, but we and IntraFi may receive fees from Destination Institutions ("*One-Way Feature*").

(c) Section 2 of Schedule 2 provides (i) that we may use either the Reciprocal Feature or the One-Way Feature, (ii) that we will use only the Reciprocal Feature, or (iii) that we will use only the One-Way Feature.

5.2. Placement Feature and Rate

(a) Interest on the Deposit Accounts will be earned at the specified Interest Rate regardless of whether the Reciprocal Feature or the One-Way Feature is used.

(b) When the Reciprocal Feature is used, the fee paid to IntraFi may affect rate determination. When the One-Way Feature is used, fees paid by Destination Institutions, or cost-of-funds rates for Destination Institutions, may affect rate determination.

(c) If we are eligible to use the Reciprocal Feature, and you authorize us to use either the Reciprocal Feature or the One-Way Feature, we may use a feature with greater benefits to you, to us, or both.

5.3. Placement Requirements

(a) Under the laws of some states, governmental units may submit deposits for placement through a deposit placement network only if the placing institution is located in the state and receives matching deposits of an equal maturity, if any, and an equal amount.

(b) If you are a state governmental unit, or if you are otherwise subject to restrictions on the placement of deposits for you, you are responsible for determining whether deposit placement in accordance with this Agreement satisfies any applicable restrictions.

6. Daily Allocation and Depositor Control

6.1. Daily Allocation; Review and Consent

(a) The process for allocating Program Deposits, Program Withdrawals, and funds already on deposit reflects various considerations, including the need for certain Destination Institutions to receive deposits in amounts that they have placed for their own customers and possible limits on the amounts that an institution is authorized to place or a Destination Institution has



agreed to receive. Applicable deposit amounts may change from day to day. Accordingly, the allocation of funds takes place each Business Day.

(b) The set of Destination Institutions to which your funds on deposit are allocated on a Business Day, and the amount allocated to each Destination Institution, may differ from a previous Business Day's allocation. A different allocation may involve the movement of funds from one Destination Institution to another Destination Institution, even though you do not have a Program Deposit or a Program Withdrawal. Such movements of funds will not affect the Interest Rate.

(c) You exercise control over the allocation of your funds through direct contact with us and through the DCP. You are responsible for reviewing the important information we provide you through the DCP, including information regarding proposed allocations that we provide each Business Day. In addition, on request at any time, we will provide you with a list of all Destination Institutions.

(d) Although we will not allocate your funds to Destination Institutions that you exclude or reject as set forth below, you authorize and consent to the allocation of your funds at Destination Institutions that you approve, or do not exclude or reject, as set forth below.

6.2. Destination Institution Exclusions

(a) You may enter the name of any depository institution on a list of exclusions from eligibility to receive deposits we place for you through ICS ("*Exclusions List*").

(b) We may ask you to provide your initial Exclusions List by entering exclusions in Section 3(c) of Schedule 2 or by giving us notice of your Exclusions List in another manner we specify.

(c) An Exclusions List will be effective within one Business Day after the first Business Day on which we have received the Exclusions List from you.

(d) You may add to or subtract from your Exclusions List by giving us notice in a manner we specify or by using functionality provided within the Depositor Control Panel. If you do so, the revised Exclusions List will be effective within one Business Day after the first Business Day on which we have received the notice or you have used the functionality.

6.3. Depositor Control Panel

(a) IntraFi will assist us in providing the DCP. The address of the Depositor Control Panel is <https://www.depositorcontrol.com>.

(b) You represent that you have a computer with Internet access, an e-mail address, the ability to download and print information from the DCP, and the knowledge and experience to use an online tool for DCP functionality. In addition, you acknowledge that you must obtain and maintain all equipment and services necessary for access to the DCP.

(c) To access the DCP, you must create login credentials. To create your login credentials, click on "Getting Started" on the DCP home page. Alternatively, we may send to you an email containing a link that will enable you to create login credentials.

(d) From within the DCP, you may invite a user to create login credentials that will permit the user to access your DCP account. Such users may have access to your account information and DCP functionality, and you are responsible for their acts or omissions.

6.4. Depositor Placement Review

(a) Each Business Day, your aggregate principal balance that will be in Deposit Accounts after that day's ICS Settlement will be provisionally allocated to Destination Institutions. The amount allocated will reflect your Program Balance as of the last ICS Settlement, plus any Program Deposit that will occur at the day's ICS Settlement, minus any Program Withdrawal that will occur at the day's ICS Settlement. The allocation may provide that previously-deposited funds will be removed from a Destination Institution and deposited in another Destination Institution.

(b) After the provisional allocation occurs on a Business Day, but before allocation becomes final at ICS Settlement, Depositor Placement Review ("*DPR*") will occur through the DCP. Even if a Destination Institution is not on your Exclusions List, the final allocation that day will not allocate your funds to the Destination Institution if you reject it during DPR through the DCP. Your rejection of a Destination Institution will be effective only if you submit it before DPR ends.

(c) The DPR period each Business Day will be as follows: 3:00 PM to 3:15 PM Eastern time. Daylight Saving Time applies when nationally in effect. We may change the DPR period by posting notice on the DCP in advance of the change.

(d) In DPR, you will see a list of Destination Institutions to which your funds are proposed to be allocated at ICS Settlement later that day ("*Proposed Placement List*"), reflecting the provisional allocation of all your funds, including funds that will be moved from one Destination Institution to another Destination Institution. The Proposed Placement List will include the principal balance allocated to each Destination Institution. If you review the Proposed Placement List, and you click the approval button or you do not reject any of the Destination Institutions on the list, you will be approving the allocation and your funds will be allocated in accordance with the list.

(e) If you reject any of the Destination Institutions on the Proposed Placement List, you will be approving allocation to Destination Institutions on the list that you do not reject. After entering rejections, if sufficient time remains in DPR, you will have the opportunity to review a list of other Destination Institutions to which your funds could be allocated ("*Alternate Placement List*"). If you click the approval button for the Alternate Placement List, or you do not reject any of the Destination Institutions on it, you will be approving the allocation of your funds to any of the listed Destination Institutions. If you reject any of the Destination Institutions on the Alternate Placement List, you will be approving allocation to listed Destination Institutions that you do not reject. Your funds may be allocated to any combination of Destination Institutions on the Proposed Placement List and the Alternate Placement List that you do not reject.

(f) If the provisional allocation on a Business Day would result in funds of yours currently at a Destination Institution being moved to another Destination Institution and you reject the other Destination Institution in DPR that Business Day, the funds will not necessarily remain at the first Destination Institution. The funds will be allocated to a Destination Institution that you do not reject or returned to the Root Account.

(g) A Destination Institution that you reject in DPR will also be added to your Exclusions List, for purposes of future allocations, within one Business Day after the Business Day on which you submit the rejection.

(h) We do not guarantee that all your funds will be allocated to Destination Institutions on any particular day, even if they were allocated to Destination Institutions on a previous day. Exclusions and rejections of Destination Institutions may increase the chance that funds will not be allocated. If funds not yet transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will remain in the Root Account. If funds previously

transferred to the Deposit Accounts are not allocated to a Destination Institution on a Business Day, the funds will be returned to the Root Account.

7. FDIC Insurance Considerations

7.1. Deposit Insurance Coverage

(a) You may obtain information about FDIC deposit insurance coverage by visiting the FDIC website at <http://www.fdic.gov> or by contacting the FDIC by letter, email, or telephone.

(b) All of your deposits at a Destination Institution in the same insurable capacity (whether you are acting directly or through an intermediary) will be aggregated for the SMDIA. You should add to your Exclusions List any depository institution at which you have other deposits in the same insurable capacity. Insurable capacities include, among others, individual accounts and joint accounts.

(c) You are responsible for determining whether deposits we place for you are maintained in separate insurable capacities. Separate divisions within a corporate entity are not eligible for separate insurance coverage, and a separate TIN or other Depositor Identifier does not establish a separate insurable capacity.

(d) We will use the Depositor Identifier to identify you, and we will place deposits for you on the understanding that you are not submitting deposits for placement under more than one Depositor Identifier in the same insurable capacity.

(e) The requirements for FDIC deposit insurance coverage of the deposits of governmental units, including the United States government, state and local governments, the District of Columbia, and the Commonwealth of Puerto Rico, are set forth in FDIC regulations. If you are a governmental unit, you are responsible for determining whether the requirements for deposit insurance have been met. We are not responsible for losses resulting from the placement of deposits that are not eligible for FDIC deposit insurance.

(f) Records that we maintain, or that BNY Mellon maintains for us, reflecting ownership of the Deposit Accounts will be used to establish your eligibility for deposit insurance coverage. Accordingly, you must immediately report to us any changes in ownership information so that there will be accurate information to provide to the FDIC if a Destination Institution fails and the FDIC pays its insured deposits by cash payment.



The FDIC could also require you to provide additional documentation.

7.2. Responsibility to Monitor Deposits; Available Information

(a) You are responsible for monitoring the total amount of your funds at each Destination Institution in each insurable capacity to determine the extent of FDIC deposit insurance coverage available to you for deposits at that Destination Institution. You should confirm that each placement of your funds at Destination Institutions is consistent with your exclusions and rejections.

(b) You can obtain publicly available financial information on Destination Institutions from the National Information Center of the Federal Reserve System at www.ffiec.gov/nicpubweb/nicweb/nichome.aspx.

7.3. Uninsured Deposits

(a) Although we will not place a deposit for you through ICS at any one Destination Institution in an amount that exceeds the SMDIA, a deposit that we place for you will not be eligible for FDIC insurance coverage at a Destination Institution before it becomes a deposit at the Destination Institution or after it is withdrawn from the Destination Institution.

(i) If we are an FDIC-insured depository institution and the Root Account is eligible for FDIC insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the SMDIA of \$250,000.

(ii) If we are a credit union the share accounts of which are insured by the National Credit Union Administration ("NCUA") and the Root Account is a share account with us that is eligible for NCUA insurance coverage, a deposit in the Root Account will be aggregated with your other deposits with us in the same insurable capacity for application of the NCUA standard maximum share insurance amount of \$250,000.

(iii) If we are not an FDIC-insured depository institution or the Root Account is not eligible for FDIC insurance coverage, a deposit in the Root Account will not be FDIC-insured. If we are not an NCUA-insured credit union or the Root Account is not eligible for NCUA insurance coverage, a deposit in the Root Account will not be NCUA-insured.

(b) If you cannot accept the risk of having a deposit with us that is not fully insured, you will be

responsible for making arrangements with us, if we offer them, to have the deposits collateralized, protected by a properly-executed repurchase sweep arrangement, or otherwise adequately protected, in a manner consistent with applicable law. You should consult your legal advisor to determine whether a collateralization arrangement is consistent with applicable law.

(c) If you cannot accept the risk of having a deposit with us that is not fully insured, and we do not offer arrangements of the kind described in Section 7.3(b) or we offer them but you do not make such arrangements with us, you should not submit deposits for placement through ICS.

7.4. Deposit Insurance Payments

(a) In case of the liquidation of, or other closing or winding up of the affairs of, an insured depository institution, the FDIC is generally required by law to pay each insured deposit "as soon as possible," either by cash payment or by transferring the deposit to another insured depository institution. It is possible, however, that an insurance payment could be delayed. Neither we nor any other person or entity will be obligated to advance funds to you with respect to an insurance payment or to make any payment to you in satisfaction of a loss you might incur as a result of a delay in an insurance payment.

(b) If a Destination Institution at which we place deposits for you is closed and the FDIC does not transfer deposits that include your funds to another insured depository institution, but will make a deposit insurance cash payment, we will cause a deposit insurance claim for your funds to be filed with the FDIC, and we will credit to you the proceeds of the deposit insurance claim that we receive for your funds, subject to any valid security interest.

(c) If the FDIC makes a deposit insurance cash payment for a Deposit Account at a closed Destination Institution, the FDIC is required by law to pay the principal amount plus unpaid accrued interest to the date of the closing of the Destination Institution, as prescribed by law, subject to the SMDIA. No interest is earned on a Deposit Account at a Destination Institution after it closes.

(d) If the FDIC transfers the deposits of a closed Destination Institution to another insured depository institution, the acquiring institution may assume a Deposit Account. The acquiring institution may change the rate at which it pays interest on the assumed Deposit Account, subject to your right to withdraw the funds.

8. Additional Considerations

8.1. Compare Rates

(a) We are not acting as your investment advisor, and we are not advising you about alternative investments. You are responsible for comparing the rates of return and other features of the Deposit Accounts to other available deposit accounts and other kinds of investments before choosing placement through ICS.

(b) The Interest Rate may be higher or lower than a cost-of-funds rate for a Destination Institution, an interest rate for another customer, or interest rates on comparable deposits available directly from us, from the Destination Institutions at which the Deposit Accounts are held, from other Destination Institutions, or from insured depository institutions that are not Destination Institutions.

8.2. Allocation Considerations

(a) ICS allocation process is subject to applicable law and may be affected by our objectives, IntraFi's objectives, or both, including administrative convenience, reduction of costs, and enhancement of profits.

(b) Participating institutions in ICS service may make compensatory payments resulting in payments to other participating institutions, or receive compensatory payments resulting from payments by other participating institutions, including compensatory payments that reflect the difference between an interest rate for deposits placed by an institution and a rate at which the receiving institution would otherwise pay interest.

8.3. Mutual Institution Rights

(a) Your funds may be placed in a Deposit Account at a Destination Institution that is in the mutual form of organization. Such a Deposit Account will be recorded on the records of the mutual institution in the name of the sub-custodian and not in your name. The sub-custodian will not attend or vote at any meeting of the depositor members of a mutual institution, or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own behalf or on your behalf.

(b) If we receive from the sub-custodian notice of a meeting of depositor members of a mutual institution or other materials or information relating to a mutual institution's mutual-to-stock conversion, we may forward such notice, materials, or information to you. If you wish

to receive such notice, materials, or information directly from the mutual institution, or if you wish to attend or vote at any meeting of the depositor members of the mutual institution or receive subscription rights, you must, before the applicable record date (a date that is usually at least one year before the mutual institution's board of directors adopts a plan of conversion), dismiss us as your custodian and have the Deposit Account recorded on the records of the mutual institution in your name pursuant to Section 2.2.

9. Conforming Changes

(a) If you signed a previous version of this Agreement that was captioned "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedules 1 and 2 to this Agreement is the same as the content of Schedules 1 and 2 to the version that you signed, subject to the following changes:

(i) "IntraFi Network Deposits DDA-MMDA Deposit Placement Agreement" is changed to "ICS Deposit Placement Agreement" and

(ii) "DDA-MMDA Option" is changed to "ICS."

(b) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Schedule 1 to this Agreement is the same as the content of Schedule 1 to the version that you signed, except that "Transaction Account," if it appears in the version that you signed, is changed to "Root Account."

(c) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 1 of Schedule 2 to this Agreement is as follows:

(i) If the version of the Agreement that you signed provided that we would place deposits for you only in DDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in DDAs."

(ii) If the version of the Agreement that you signed provided that we would place deposits for you only in MMDAs, Section 1 of Schedule 2 is deemed to state: "We will place deposits for you in MMDAs."

(iii) If the version of the Agreement that you signed provided that we might place deposits for you in DDAs or MMDAs, Section 1 of Schedule 2 is deemed to state: "We may place deposits for you in DDAs or MMDAs."

(iv) If the version of the Agreement that you signed provided that an MMDA Program Withdrawal limit would apply and we have not informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "You may use up to six MMDA Program Withdrawals per month."

(v) If the version you signed provided that an MMDA Program Withdrawal limit would not apply or we have informed you that we will not enforce such a limit, Section 1 of Schedule 2 is deemed to state, "No MMDA Program Withdrawal limit applies."

(d) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, the content of Section 2 of Schedule 2 to this Agreement is as follows:

(i) Section 2 of Schedule 2 is deemed to provide that we may use either the Reciprocal Feature or the One-Way Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we might use either ICS Reciprocal or ICS One-Way was checked.

(ii) Section 2 of Schedule 2 is deemed to provide that we will use only the Reciprocal Feature if (A) Schedule 4 to the version that you signed contained two check boxes, one stating that we might use either ICS Reciprocal or ICS One-Way and the other stating that we would use only ICS Reciprocal, and (B) the box stating that we would use only ICS Reciprocal was checked.

(iii) Section 2 of Schedule 2 is deemed to provide that we will use only the One-Way Feature if Schedule 4 to the version that you signed contained no check boxes regarding the use of ICS Reciprocal or ICS One-Way.

(e) If you signed a previous version of this Agreement that was captioned "ICS Deposit Placement Agreement" and became a party to the current version of the Agreement as a result of having been given notice of amendment, Section 3 of Schedule 2 is deemed to

include any depository institutions that you listed in the former Section 4 of this Agreement except to the extent that you have subsequently removed any such depository institution from your Exclusions List.

10. Other Provisions

10.1. Release and Use of Identifying Information

(a) We may provide information that identifies you ("*Identifying Information*"), including your name, your TIN or other Depositor Identifier, and information on your deposits, to a party that provides services in connection with ICS ("*Service Provider*"), including IntraFi and BNY Mellon. A Service Provider may use Identifying Information in providing services in connection with ICS.

(b) We or a Service Provider may also provide Identifying Information to a Destination Institution at which your funds are deposited, but will do so only to the extent necessary to comply with a request by you or your agent or to comply with applicable law. In addition, we or a Service Provider may provide Identifying Information to the FDIC in connection with a deposit insurance claim.

(c) Except as provided in Section 10.1(a) or Section 10.1(b), we will not provide Identifying Information to any party unless we determine that (i) we are required by applicable law to do so or (ii) we are permitted by applicable law to do so and have reasonable grounds to do so to protect our own legal or business interests or the legal or business interests of IntraFi or BNY Mellon.

(d) IntraFi may use and disclose any and all analyses, comparisons, indexes, or other data or information assembled, compiled, or otherwise developed by IntraFi, including information regarding aggregated activity of ICS depositors, as long as it does not individually identify you.

10.2. Tax Reporting and Withholding

(a) To the extent required by applicable law, we will file with the U.S. Internal Revenue Service ("IRS"), and furnish to you, IRS Form 1099-INT or its equivalent, or IRS Form 1042-S or its equivalent, for interest paid on the Deposit Accounts by the Destination Institutions.

(b) If we are notified by the IRS that backup withholding is required for interest on the Deposit Accounts, or if we otherwise determine that we are required by applicable law to collect such backup withholding, we will collect it and pay it to the IRS.

10.3. Liability and Dispute Resolution

(a) We will maintain, directly or through a Service Provider, appropriate records of our placements for you. We will not place deposits for you through ICS at a Destination Institution that is the subject of a then-effective exclusion on your Exclusions List, at a Destination Institution that is the subject of a then-effective rejection by you, or at a Destination Institution under one Depositor Identifier in an amount that exceeds the SMDIA.

(b) If all or part of your funds in a Deposit Account at a Destination Institution are uninsured because of our failure to comply with the requirements set forth in Section 10.3(a), and if the Destination Institution fails and you do not otherwise recover the uninsured portion, we will reimburse you for your documented loss of the uninsured portion that you do not otherwise recover.

(c) SUBJECT TO OUR REIMBURSEMENT OBLIGATION IN SECTION 10.3(b), AND EXCEPT AS MAY BE OTHERWISE REQUIRED BY APPLICABLE LAW, WE WILL NOT BE LIABLE, AND IN NO EVENT WILL INTRAFI OR BNY MELLON BE LIABLE, TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY LOSS OR DAMAGE INCURRED OR ALLEGEDLY INCURRED IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, WE, INTRAFI, AND BNY MELLON WILL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR: (i) ANY LOSS ARISING OUT OF OR RELATING TO A CAUSE OVER WHICH WE DO NOT HAVE DIRECT CONTROL, INCLUDING THE FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, GOVERNMENT RESTRICTIONS, OR FORCE MAJEURE (E.G., EARTHQUAKE, FLOOD, SEVERE OR EXTRAORDINARY WEATHER CONDITIONS, NATURAL DISASTERS OR OTHER ACT OF GOD, FIRE, ACTS OF WAR, TERRORIST ATTACKS, INSURRECTION, RIOT, STRIKES, LABOR DISPUTES OR SIMILAR PROBLEMS, ACCIDENT, ACTION OF GOVERNMENT, COMMUNICATIONS, SYSTEM OR POWER FAILURES, OR EQUIPMENT OR SOFTWARE MALFUNCTION), (ii) DELAY IN ANY FDIC INSURANCE PAYMENT, (iii) THE FINANCIAL CONDITION OF ANY DESTINATION INSTITUTION OR THE ACCURACY OF ANY FINANCIAL INFORMATION ABOUT ANY DESTINATION INSTITUTION, OR (iv) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS).

(d) ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT WILL BE GOVERNED BY THE DISPUTE RESOLUTION, ARBITRATION, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTES PROVISIONS, IF ANY, CONTAINED IN THE CUSTODIAL AGREEMENT.

10.4. Miscellaneous

(a) This Agreement constitutes the entire agreement between you and us relating to the placement of deposits through ICS and any other matter herein, supersedes prior agreements, understandings, negotiations, representations, and proposals, whether written or oral, relating to any matter herein, and may not be amended by any oral representation or oral agreement. This Section 10.4(a) will not affect the validity of any written addenda to this Agreement into which we have entered with you.

(b) Schedule 1 and Schedule 2 are incorporated into and made part of this Agreement. We may amend this Agreement, including any Schedule, prospectively by giving you written notice of the amendment at least fourteen (14) days before the effective date of the amendment, which will be specified in the amendment or, if no effective date is specified in the amendment, the date that is fourteen (14) days after we give you written notice of the amendment. We may provide written notice of the amendment by means of a posting on the DCP, an entry on your account statement, an email message, or a printed letter.

(c) Either party may terminate this Agreement on written notice to the other, but the obligations of both parties will survive with respect to any funds deposited at the time of termination. In addition, the provisions of this Section 10.4 will survive termination.

(d) Except as provided in Section 2.2(d), this Agreement may not be assigned, in whole or in part, by either party except by operation of law or as required by applicable law, and any purported assignment in violation hereof is void.

(e) The headings in this Agreement are not intended to describe, interpret, define, or limit the scope, meaning, or intent of this Agreement or any clause in it. Except as otherwise specified, a reference to a Section is a reference to a section of this Agreement. A reference to a Schedule is a reference to a schedule to this Agreement. The term "applicable law" refers to all applicable statutes, rules, regulations, and judicial orders, whether federal, state, or local. The words "include," "includes," and "including" do not imply exclusion.

(f) This Agreement and, unless otherwise provided in the Custodial Agreement, the Custodial Agreement may be executed in counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. This Agreement and, unless otherwise



provided in the Custodial Agreement, the Custodial Agreement will be valid, binding, and enforceable against you and us when executed by one of the following means that we accept: (i) an original manual signature, (ii) a DocuSign® eSignature or another electronic signature that we accept, or (iii) a faxed, scanned (including in a Portable Document Format or

PDF document), or photocopied signature that we accept. Each DocuSign® eSignature, other electronic signature, or faxed, scanned, or photocopied signature that we accept shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original signature, and you and we waive any objection to the contrary.

The remainder of this page is intentionally left blank.



By signing below, you ("*Depositor*") and we ("*Relationship Institution*") agree to be legally bound by this ICS Deposit Placement Agreement, effective when you and we have signed it. If the Custodial Account will be a joint account, each owner of the Custodial Account must sign this Agreement.

RELATIONSHIP INSTITUTION

Institution: F&M Bank

Signature: _____

Name and title of authorized signatory:

Rod A. Rowland

President

Date signed: _____

SOLE OR PRIMARY DEPOSITOR

Depositor: City of Falls City

Signature: _____

Name and title of authorized signatory (if not individual):

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

ADDITIONAL DEPOSITOR (FOR JOINT ACCOUNT)

Depositor: _____

Signature: _____

Depositor TIN or approved alternate identifier (and type):

Email: _____

Date signed: _____

(Add signature lines as needed.)



Schedule 1 to ICS Deposit Placement Agreement

Program Deposits and Program Withdrawals

This **Schedule 1** is part of the ICS Deposit Placement Agreement ("Agreement"). Terms not defined in this Schedule 1 have the meanings, if any, assigned elsewhere in the Agreement.

1. Specified Terms

(a) For DDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text" value="65,000"/>	\$ <input type="text" value="50,000"/>

(b) For MMDAs, the Sweep Threshold and the Return Threshold are as follows:

Sweep Threshold	Return Threshold
\$ <input type="text" value="65,000"/>	\$ <input type="text" value="50,000"/>

(c) The Same-Day Deposit Cutoff Time is as follows:

<input type="text" value="01:00"/> (insert time)	<input type="checkbox"/> AM <input checked="" type="checkbox"/> PM (check AM or PM)	<input type="checkbox"/> Eastern <input checked="" type="checkbox"/> Central <input type="checkbox"/> Mountain <input type="checkbox"/> Pacific (check time zone)
---	--	--

Daylight Saving Time applies when nationally in effect unless checked here ☐

2. Program Deposits

(a) The Triggering Event for a Regular Program Deposit is a net change in your Root Account balance that causes it to exceed the Sweep Threshold. After posting all your Root Account activity for a Business Day, we will determine whether your Root Account balance exceeds the Sweep Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the excess amount to the Deposit Accounts at ICS Settlement on the next Business Day.

(b) The Triggering Event for a Same-Day Program Deposit is a Same-Day Program Deposit request by you that we receive and accept before the Same-Day Deposit Cutoff Time on a Business Day. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer the requested amount to the Deposit Accounts at ICS Settlement later on the same Business Day.

(c) If a Triggering Event for a Program Deposit occurs, we may debit the Root Account and credit a holding account before the transfer of funds to the Deposit Accounts occurs at ICS Settlement.

3. Program Withdrawals

(a) All Program Withdrawals will be Regular Program Withdrawals, which occur on the Business Day following the Triggering Event. The Triggering Event for a Program Withdrawal is a net change in your Root Account balance, after the posting of all your Root Account activity for a Business Day, that causes it (exclusive of any amounts that we credit as advances in anticipation of a Program Withdrawal) to be less than the Return Threshold. Subject to the terms and conditions of this Agreement, if such a Triggering Event occurs, we will transfer an amount from the Deposit Accounts at ICS Settlement on the next Business Day, up to the available amount in the Deposit Accounts, sufficient to restore your Root Account balance to the Sweep Threshold.

(b) Subject to the terms and conditions of this Agreement, and subject to the rules and cutoff times that otherwise apply to root accounts with us, we will honor your debit transactions in the Root Account so long as the sum of your Root Account balance and your balance in the Deposit Accounts of the applicable type, after taking into account any pending



Program Deposits and any pending Program Withdrawals, is not less than zero. We will do so even if the amount of the debit transaction exceeds your Root Account balance. You will owe us any amounts that we credit as advances in anticipation of a Program Deposit and we will retain those amounts from the funds we receive at ICS Settlement.

(c) If a Triggering Event for a Program Withdrawal occurs, we may credit the Root Account and debit a holding account before the transfer of funds from the Deposit Accounts occurs at ICS Settlement.



Schedule 2 to ICS Deposit Placement Agreement

Account Type, Placement Feature, and Exclusions

This **Schedule 2** is part of the ICS Deposit Placement Agreement ("*Agreement*"). Terms not defined in this Schedule 2 have the meanings, if any, assigned elsewhere in the Agreement.

1. Account Type

☐ We will place deposits for you in DDAs.

☐ We will place deposits for you in MMDAs.

☒ We may place deposits for you in DDAs or in MMDAs.

(Check one above.)

☐ You may use up to six MMDA Program Withdrawals per month.

→

☒ No per-month MMDA Program Withdrawal limit applies.

(If MMDAs will or may be used, check one above.)

2. Placement Feature

☒ We may use the Reciprocal Feature, the One-Way Feature, or both in placing deposits for you.

☐ We will use only the Reciprocal Feature in placing deposits for you.

☐ We will use only the One-Way Feature in placing deposits for you.

(Check one above.)

3. Exclusions

(a) You may place depository institutions on your Exclusions List by identifying them in the list below, unless we specify another means by which you will provide your Exclusions List.

(b) The Exclusions List should include the city and state of the depository institution's main office (rather than the city and state of a branch location). The Exclusions List may also include the institution's FDIC certificate number or transit routing number. If you do not list any exclusions enter "none" under Name of Institution on the first line (but your signature after a blank list will constitute your acknowledgment that you have not listed any exclusions).



(c) Exclusions List:

Name of Depository Institution	City and State	FDIC Certificate or Routing Number
Frontier Bank	Omaha, NE	15545
American National Bank	Omaha, NE	19300
Bank of China	New York, NY	24387

(Add lines if necessary.)

Signature of sole or primary Depositor

MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement ("Agreement") is made by and between **Citroniq Chemicals LLC**, a Texas limited liability company with its principal executive offices at 1400 Broadfield Blvd., Suite 200, Houston, TX 77084, ("**Citroniq**"), and the City of Falls City, a _municipal corporation with its principal office at _2307 Barada Street, Falls City, Nebraska 68355_____ ("**Company**"), entered into as of _____, 2025 (the "Effective Date"). Both hereinafter referred to collectively as the "Parties" and individually as "Party."

WHEREAS, both Parties anticipate having discussions regarding a potential business arrangement using Citroniq's Bio-Polypropylene or any other Citroniq project or investment; and

WHEREAS, each Party may exchange certain information to the other Party which they deem as proprietary and confidential ("Confidential Information");

NOW, THEREFORE, in consideration of the disclosure of Confidential Information, the Parties agree as follows:

1. Definitions

1.1 Purpose. "Purpose" shall mean the mutual exchange of Confidential Information to evaluate the Party's interest in future cooperation and to perform certain obligations associated with potential contracts and discussions.

1.2 Confidential Information. "Confidential Information" shall mean information of a confidential nature, which may include, but is not limited to, non-public ideas, designs, trade secrets, product information, specifications, drawings, sketches, models, samples, computer programs, financial or statistical information, reports, data, or forecasts concerning the Project, which is disclosed by one Party ("Discloser") to the other ("Recipient").

2. Manner of Disclosure.

Neither party shall disclose to the other party Intellectual Property without first providing to the Recipient a brief summary (without any confidential details) of such Intellectual Property and obtaining the express written consent of the Recipient to receive such Intellectual Property. Such summary shall not be considered Confidential Information.

The Parties may transfer or exchange Confidential Information under this Agreement in oral, visual, or written form. Confidential Information disclosed in tangible form shall be marked as "Confidential" or with an equivalent legend by the Discloser prior to or at the time of the disclosure. Any Confidential Information disclosed orally or visually shall be identified as such by the Discloser at the time of disclosure, summarized in writing, marked as "Confidential" or with an equivalent legend, and delivered to the Recipient within thirty (30) days of the disclosure.

3. Protection of Confidential Information. Subject to the exceptions identified below, both Parties agree that all Confidential Information delivered pursuant to this Agreement shall:

- (i) be used by the Recipient solely for the Purpose of this Agreement; and
- (ii) not be distributed, disclosed or disseminated in any way or form by the Recipient to anyone except its own directors, officers, employees, agents, contract workers and Affiliates (Affiliates, for this purposes of this Agreement, shall mean any entity directly or indirectly Controlling, Controlled by or under common control with such entity, where "Control" shall mean the ownership of more than 50% of the equity interest or equivalent voting rights), on a need to know basis for the Purpose of this Agreement and who are bound to confidentiality obligations at least as restrictive as this Agreement; and
- (iii) not be reverse engineered or otherwise analysed in an attempt to obtain Confidential Information that is not expressly disclosed by the Discloser; and
- (iv) only be disclosed to third parties upon the advanced written consent of the Discloser, provided that such third party has executed a nondisclosure agreement with the Discloser or the Recipient containing confidentiality obligations consistent with the requirements herein; and
- (v) be treated by the Recipient with the same degree of care and discretion as the Recipient uses with respect to the Recipient's own confidential information, but not less than reasonable care, to avoid unauthorized disclosure.

4. Exceptions. Notwithstanding the foregoing, Confidential Information does not include information disclosed pursuant to or in connection with this Agreement, which:

- (i) Is or becomes generally available to the public, through no act or failure to act on the part of the Recipient;
- (ii) Is or becomes available to a Party on a non-confidential basis from an unaffiliated source without restriction on disclosure;
- (iii) Was possessed or known by the Recipient prior to the disclosure thereof, as shown by Recipient's written records;
- (iv) Was or is independently developed without the benefit of or reference to the Confidential Information;
- (v) Is approved for release by written agreement of the Discloser; or
- (vi) Is required to be disclosed pursuant to governmental or judicial process, as more fully described in Section 9.

5. Ownership. All Confidential Information, unless otherwise specified in writing, shall remain the property of the Discloser and shall be used by the Recipient only for the purpose intended.

No right or license, either expressed or implied, to Intellectual Property is granted by this Agreement. **"Intellectual Property"** means:

- (i) Patents, patent applications and other officially recognized invention registrations;
- (ii) Copyright and copyrightable works; and
- (iii) Know how, whether patentable or not, which is possessed and known in any form whatsoever, whether communicated orally or embodied in plans, drawings, tapes, discs, papers, technical documentation, electronic communications, or samples.

6. Term. This Agreement shall continue in full force and effect for a period of two (2) years from the Effective Date. This Agreement may be terminated at any time during the period of the Agreement by mutual agreement by the Parties or by either Party upon thirty (30) days written notice to the other Party. The Obligations of this agreement shall continue to apply to Confidential Information provided to the Recipient prior to the effective date of termination or expiration of this Agreement for as long as provided by law and maintained as confidential by the disclosing Party.

7. Injunctive Relief. Each Party agrees that, in the event of a breach or threatened breach of this Agreement, the Discloser may seek injunctive relief to prevent or restrain any such breach, in addition to any rights and remedies available to it.

8. No Warranty. Each Party makes no express or implied representation or warranty as to the accuracy, reliability, or completeness of the Confidential Information and expressly disclaims all liability that may be based on the Confidential Information, including any errors or omissions.

9. Required Disclosure. If either Party is required by law, court order, or other lawful governmental action to disclose any Confidential Information it must:

- (i) Promptly notify the other Party so that it may seek a remedy or waive compliance with this Agreement, to the extent it is legally permitted to do so;
- (ii) Provide only the Confidential Information that is legally required; and
- (iii) At the request and expense of the Discloser, exercise reasonable efforts to obtain assurance that the Confidential Information will not be further disclosed.

10. Export Laws. Both Parties agree that it will treat the Confidential Information to which it has access in a manner that is consistent with all applicable export control laws, rules, and regulations, and will institute any procedures that may be required or appropriate to ensure compliance with such laws, rules, and regulations.

11. No Partnership. Both Parties are not required to disclose any Confidential Information. Each Party recognizes that the signing of this Agreement does not constitute any legal obligation or commitment by either Party to enter into a contract, subcontract, or other business relationship with the other Party or prevent either Party from conducting similar discussions or performing similar work to that hereunder, so long as said discussions or work do not result in the disclosure of Confidential Information protected by this Agreement. Each Party proceeds at its own expense with no expectation of reimbursement of any associated costs by the other relating to this Agreement.

12. Return of Confidential Information. Promptly upon request of the Discloser, the Recipient will return or destroy all tangible embodiments the Confidential Information and all copies in which it was provided (except for any computer records or files that have been created pursuant to Recipient's automatic archiving and back- up procedures and the removal of which is not technically reasonable). Notwithstanding the foregoing, the Recipient's counsel may retain one (1) copy of the Confidential Information exchanged solely for archival purposes or as otherwise required by applicable laws, regulations and ordinances, provided that any such retained Confidential Information remains subject to the confidentiality obligations set forth herein.

13. Non-Circumvent. The parties agree that they shall not interfere with, circumvent, or attempt to circumvent each other's interest, or to intervene in contracted or un-contracted relationships with manufacturers or technology owners of the other party.

14. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter of the Agreement and supersedes all previous oral and written agreements, understandings, and communications of the Parties relating to such matters.

15. Amendment or Waiver. This Agreement may not be modified, amended or waived except by a written instrument executed by duly authorized representatives of both parties. No failure or delay in exercising any right shall operate as a waiver thereof.

16. Severability. Should any part of this agreement be rendered or declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other provision, which shall remain in full force and effect.

17. Assignment. Neither Party may assign its respective rights or duties under this agreement to a third Party (except to a successor in interest to substantially all of the business of the assignor) without the prior written consent of the other Party, such written consent not to be unreasonably withheld or delayed.

18. Governing Law. This Agreement will be governed by and constructed in accordance with the laws of the State of Nebraska, USA, without regard to the conflict of laws principles thereof.

19. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same

instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (or .pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signature.

IN WITNESS WHEREOF, the Parties have caused this Confidentiality Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF FALLS CITY

By: _____

Name: Mark Harkendorff

Title: Mayor

Citroniq Chemicals LLC

By: _____

Name: _____

Title: Principal

CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** (the "**Agreement**"), effective as of **MONTH __, 2025** (the "**Effective Date**"), is executed by **Cordia Development LLC**, a Delaware limited liability company ("**Cordia**"), and **City of Falls City, Nebraska**, a Municipal Corporation ("**Company**"). Each Party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS Cordia and Company intend to explore the possibility of Cordia entering into an agreement for Cordia or its affiliates to discuss and disclose information related to energy solutions (the "**Transaction**"); and

WHEREAS the Parties, for their mutual benefit and in contemplation of the foregoing, may exchange Confidential Information (as defined below) during the term of their relationship; and

WHEREAS the Parties wish to expressly define their respective rights and obligations concerning Confidential Information.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Definition.** "**Confidential Information**" refers to information disclosed or provided by or on behalf of the disclosing Party during the term of this Agreement which is of a non-public, proprietary, or confidential nature to the disclosing Party, its affiliates, or to any third parties to whom the disclosing Party owes a duty of confidentiality. This includes, without limitation, reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, and customer and potential customer information. Confidential Information may be disclosed in any form, including orally, in writing, by inspection or otherwise, but oral or intangible information must be confirmed by the disclosing Party as constituting Confidential Information within ten days after disclosure. "**Confidential Information**" includes the fact that the Parties are discussing the Transaction.

2. **Exclusions.** "Confidential Information" excludes information that:

- (i) is in the public domain at the time of disclosure; or
- (ii) becomes known or available through no fault of the receiving Party; or
- (iii) is obtained from a source, other than the disclosing Party or its Representatives (as defined herein), not in breach of a confidentiality agreement; or
- (iv) is independently developed by the receiving Party without violating any of its obligations under this Agreement.

Confidential Information shall not be deemed to fall within the exceptions of subparts (i) to (iv) above merely because it is included in a document which also includes information that does fall within such exceptions.

3. **Treatment of Confidential Information.** Confidential Information may only be used in connection with the Transaction and must be kept confidential. Confidential Information may be disclosed to any of the receiving Party's affiliates and its and their respective directors, officers, employees, attorneys, accountants, consultants, advisors, actual or potential sources of debt or equity financing, and agents (collectively, its "**Representatives**") who require access to such information in connection with the evaluation of the Transaction and who are informed of the confidential or proprietary nature thereof and of the receiving Party's obligations under this Agreement. The receiving Party is responsible for its Representatives' compliance with this Agreement and must notify the disclosing Party of any unauthorized disclosure.
4. **Disclosure Required by Law.** If compelled by law to disclose Confidential Information, the receiving Party shall promptly notify the disclosing Party and, at the disclosing party's expense, cooperate to protect the confidentiality of any Confidential Information disclosed to the extent legally permissible or commercially practicable.
5. **Securities Laws.** The Parties acknowledge that restrictions imposed by United States securities laws regarding material, non-public information and agree to comply with such laws.
6. **No License.** No license or conveyance of rights relating to the Confidential Information is granted or implied by either Party to the other. Reverse engineering or creating works from Confidential Information is prohibited.
7. **No Commitment.** This Agreement does not obligate either Party to disclose information, and any disclosure is at the disclosing Party's discretion. No commitment to proceed with any Transaction is made or implied. Nothing in this Agreement creates a partnership, joint venture, agency or similar relationship or restricts in any way the rights each Party has (i) to conduct its business and business development activities, (ii) to market and sell its products and services, and (iii) to acquire or obtain products and services or to disclose its own confidential information to third parties.
8. **No Representations.** Each Party agrees to take reasonable steps to ensure the Confidential Information it provides is reasonably accurate, complete, and not materially misleading. The disclosing Party represents it has the authority to disclose the Confidential Information but makes no other warranties. Neither Party nor its Representatives shall have liability relating to or arising from any use of or reliance upon Confidential Information.
9. **Term and Termination.** This Agreement is effective from the Effective Date until the earliest of: (i) the execution of a definitive agreement for the Transaction, which includes confidentiality provisions substantially similar to those set forth herein or which expressly supersedes this Agreement; (ii) written termination notice by either; or (iii) two years from the Effective Date. Confidentiality obligations survive termination for two years.
10. **Obligations Following Termination.** Upon a disclosing Party's request, the receiving Party shall use commercially reasonable efforts to destroy all requested Confidential Information. Retention is allowed for Confidential Information stored in electronic or other backup or archival media or otherwise in accordance with regular business processes or legal requirements.
11. **Assignment.** This Agreement may not be assigned by either Party without written consent except to an affiliate or in connection with a sale of all or substantially all of its business or assets.

12. **Remedies.** Without prejudice to the rights and remedies otherwise available to the disclosing Party, the disclosing Party will be entitled to seek equitable relief by way of injunction if there is a breach or threat of a breach of any of the provisions of this Agreement by the receiving Party. The Parties agree and acknowledge that damages would not be an adequate remedy in the event of a breach of this Agreement. **Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be liable to the other Party for damages on account of lost profits or opportunities or business interruption and the like or for any consequential, exemplary, special, indirect, incidental, or punitive damages, whether by statute, in tort or under contract.**

13. **Governing Law; Waiver of Jury Trial.** This Agreement is governed by the laws of the State of Nebraska, excluding its conflict of laws rules. **Each Party hereby waives its right to a trial by jury in any proceedings arising out of this Agreement or arising out of disclosure or use of Confidential Information.**

14. **Recovery of Expenses.** The prevailing Party in any dispute or litigation arising in connection with this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

15. **Counterparts; Signatures.** This Agreement may be executed in counterparts, including by facsimile signature and electronic signature, which shall be deemed binding.

16. **Severability.** If any provision is unenforceable, the remaining provisions shall be binding.

17. **Media.** Media releases and public announcements relating to this Agreement require coordination and approval by both Parties.

18. **Notices.**

To Cordia:
Cordia Development LLC
Attn: Legal Department
One East Washington Street., Suite 440
Phoenix, AZ 85004

To the Company:
Attn: Mark Harkendorff, Mayor
2307 Barada Street
Falls City, Nebraska 68355

19. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding confidentiality, superseding all prior discussions.

20. **Miscellaneous.** No failure or delay in exercising rights shall operate as a waiver. Amendments require written agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

Cordia Development LLC

City of Falls City, Nebraska,
a Municipal Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Mark Harkendorff
Title: Mayor

CONFIDENTIALITY AGREEMENT

This **Confidentiality Agreement** (the "**Agreement**"), effective as of **MONTH __, 2025** (the "**Effective Date**"), is executed by **Cordia Development LLC**, a Delaware limited liability company ("**Cordia**"), and **City of Falls City, Nebraska**, a Municipal Corporation ("**Company**"). Each Party may be referred to individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS Cordia and Company intend to explore the possibility of Cordia entering into an agreement for Cordia or its affiliates to discuss and disclose information related to energy solutions (the "**Transaction**"); and

WHEREAS the Parties, for their mutual benefit and in contemplation of the foregoing, may exchange Confidential Information (as defined below) during the term of their relationship; and

WHEREAS the Parties wish to expressly define their respective rights and obligations concerning Confidential Information.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. **Definition.** "**Confidential Information**" refers to information disclosed or provided by or on behalf of the disclosing Party during the term of this Agreement which is of a non-public, proprietary, or confidential nature to the disclosing Party, its affiliates, or to any third parties to whom the disclosing Party owes a duty of confidentiality. This includes, without limitation, reports and analyses, technical and economic data, studies, forecasts, trade secrets, research or business strategies, and customer and potential customer information. Confidential Information may be disclosed in any form, including orally, in writing, by inspection or otherwise, but oral or intangible information must be confirmed by the disclosing Party as constituting Confidential Information within ten days after disclosure. "**Confidential Information**" includes the fact that the Parties are discussing the Transaction.

2. **Exclusions.** "Confidential Information" excludes information that:

- (i) is in the public domain at the time of disclosure; or
- (ii) becomes known or available through no fault of the receiving Party; or
- (iii) is obtained from a source, other than the disclosing Party or its Representatives (as defined herein), not in breach of a confidentiality agreement; or
- (iv) is independently developed by the receiving Party without violating any of its obligations under this Agreement.

Confidential Information shall not be deemed to fall within the exceptions of subparts (i) to (iv) above merely because it is included in a document which also includes information that does fall within such exceptions.

3. **Treatment of Confidential Information.** Confidential Information may only be used in connection with the Transaction and must be kept confidential. Confidential Information may be disclosed to any of the receiving Party's affiliates and its and their respective directors, officers, employees, attorneys, accountants, consultants, advisors, actual or potential sources of debt or equity financing, and agents (collectively, its "**Representatives**") who require access to such information in connection with the evaluation of the Transaction and who are informed of the confidential or proprietary nature thereof and of the receiving Party's obligations under this Agreement. The receiving Party is responsible for its Representatives' compliance with this Agreement and must notify the disclosing Party of any unauthorized disclosure.
4. **Disclosure Required by Law.** If compelled by law to disclose Confidential Information, the receiving Party shall promptly notify the disclosing Party and, at the disclosing party's expense, cooperate to protect the confidentiality of any Confidential Information disclosed to the extent legally permissible or commercially practicable.
5. **Securities Laws.** The Parties acknowledge that restrictions imposed by United States securities laws regarding material, non-public information and agree to comply with such laws.
6. **No License.** No license or conveyance of rights relating to the Confidential Information is granted or implied by either Party to the other. Reverse engineering or creating works from Confidential Information is prohibited.
7. **No Commitment.** This Agreement does not obligate either Party to disclose information, and any disclosure is at the disclosing Party's discretion. No commitment to proceed with any Transaction is made or implied. Nothing in this Agreement creates a partnership, joint venture, agency or similar relationship or restricts in any way the rights each Party has (i) to conduct its business and business development activities, (ii) to market and sell its products and services, and (iii) to acquire or obtain products and services or to disclose its own confidential information to third parties.
8. **No Representations.** Each Party agrees to take reasonable steps to ensure the Confidential Information it provides is reasonably accurate, complete, and not materially misleading. The disclosing Party represents it has the authority to disclose the Confidential Information but makes no other warranties. Neither Party nor its Representatives shall have liability relating to or arising from any use of or reliance upon Confidential Information.
9. **Term and Termination.** This Agreement is effective from the Effective Date until the earliest of: (i) the execution of a definitive agreement for the Transaction, which includes confidentiality provisions substantially similar to those set forth herein or which expressly supersedes this Agreement; (ii) written termination notice by either; or (iii) two years from the Effective Date. Confidentiality obligations survive termination for two years.
10. **Obligations Following Termination.** Upon a disclosing Party's request, the receiving Party shall use commercially reasonable efforts to destroy all requested Confidential Information. Retention is allowed for Confidential Information stored in electronic or other backup or archival media or otherwise in accordance with regular business processes or legal requirements.
11. **Assignment.** This Agreement may not be assigned by either Party without written consent except to an affiliate or in connection with a sale of all or substantially all of its business or assets.

12. **Remedies.** Without prejudice to the rights and remedies otherwise available to the disclosing Party, the disclosing Party will be entitled to seek equitable relief by way of injunction if there is a breach or threat of a breach of any of the provisions of this Agreement by the receiving Party. The Parties agree and acknowledge that damages would not be an adequate remedy in the event of a breach of this Agreement. **Notwithstanding anything to the contrary contained in this Agreement, in no event shall either Party be liable to the other Party for damages on account of lost profits or opportunities or business interruption and the like or for any consequential, exemplary, special, indirect, incidental, or punitive damages, whether by statute, in tort or under contract.**

13. **Governing Law; Waiver of Jury Trial.** This Agreement is governed by the laws of the State of Nebraska, excluding its conflict of laws rules. **Each Party hereby waives its right to a trial by jury in any proceedings arising out of this Agreement or arising out of disclosure or use of Confidential Information.**

14. **Recovery of Expenses.** The prevailing Party in any dispute or litigation arising in connection with this Agreement shall be entitled to recover its reasonable attorneys' fees and costs.

15. **Counterparts; Signatures.** This Agreement may be executed in counterparts, including by facsimile signature and electronic signature, which shall be deemed binding.

16. **Severability.** If any provision is unenforceable, the remaining provisions shall be binding.

17. **Media.** Media releases and public announcements relating to this Agreement require coordination and approval by both Parties.

18. **Notices.**

To Cordia:
Cordia Development LLC
Attn: Legal Department
One East Washington Street., Suite 440
Phoenix, AZ 85004

To the Company:
Attn: Mark Harkendorff, Mayor
2307 Barada Street
Falls City, Nebraska 68355

19. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties regarding confidentiality, superseding all prior discussions.

20. **Miscellaneous.** No failure or delay in exercising rights shall operate as a waiver. Amendments require written agreement.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

Cordia Development LLC

City of Falls City, Nebraska,
a Municipal Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: Mark Harkendorff
Title: Mayor



January 2025 | 4th Quarter 2024 | October, November & December

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

Projects & Announcements

- State of the Organization
 - 130 Member Investors (7 new members in 2024)
 - 2025 Public Contributions: \$129,903 City of Falls City & \$15,000 Richardson Co.
 - Visionary: Community Medical Center, Consolidated Grain & Barge, Dorr & Clark Funeral Home, Ed and Sandra Hartman, F&M Bank, Farm & City Supply, Frontier Bank, Chris Halbert Law LLC, Southeast Nebraska Communications
 - Subsidiaries of EDGE (Rod Rowland, Ryan Larsen, Kristin Poppe, Lucas Froeschl)
 - i. Champions Crossing LLC: 8 available residential lots, 9 undeveloped acres
 - 1. Installation of electrical infrastructure at Morehead Ct (\$40,000)
 - 2. 5% lot rebate program available for buyers
 - ii. Falls City Area Properties LLC: 10.1a North Commercial Corridor, 3.2a residential lot at 1500 Valley, 4.4a Industrial Park plot
 - 1. Engineering location and elevations of mainline utilities (water, wastewater, storm sewer) and North Lane Street
 - 2. In discussions with private developers for all land assets
 - Newest EDGE Board Members: Samantha Scheitel (Winter '23), Kristin Poppe (Spring '24), Kelly Bletscher (Fall '24), David Goff (Winter '24)
- Announced \$5 billion Citroniq Bio-Polypropylene manufacturing project on 11/4.
- Partnered with City of Falls City to submit Electrical Transmission Line project Scope of Work to the Nebraska Department of Economic Development for use of the \$15 million allocated in Spring of 2022 for Falls City.

Financials

- The EDGE financials are included for review.

Marketing & Sales

- We will continue the Google and LinkedIn Ads Campaign to promote the Mid-America Rail Campus website.

- Falls City was recognized as an Economic Development Certified Community by the Nebraska Diplomats at Nebraska Dept of Economic Development on 12/23
- Lincoln Premium Poultry is interested in locating a chicken processing plant in Nebraska City and researching if Richardson, Nemaha, Johnson, and Pawnee County farmers are interested in supporting that operation with 400 grow barns. Richardson County has been declared a livestock-friendly county.
- The Bio Development Opportunity (BDO) Zone report was announced in a press release on 11/21 and sent to about 35,000 contacts in their bio-development list.

Product Development & Public Policy

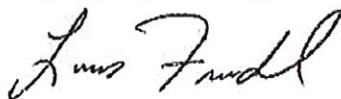
- Retained Zulkoski/Weber Law Firm for 2025 to help facilitate usage of the \$15m electrical transmission grant passed in the Spring of 2022.
- Olsson conducted a Phase 2 Environmental Review of the Mid-America Rail Campus and did not uncover any hindering issues.
- Excel Development is engaged with a local contractor to remedy Wilderness Falls drainage issues at Champions Crossing.
- We are researching options for an Economic Impact Study in relation to Citroniq.
- Budgeting to update our March 2021 Housing Study data this Fall so the info is updated, as recommended, by March of 2026.

Investor and Community Relations

- Increased Supporter dues from \$100 to \$200 | Business Advocate remains \$500
- Hosted Citroniq co-founders for a Community Engagement Session at Falls City High School on December 18th.
- Kristin Poppe was approved as EDGE's representative on the City's Housing Board.

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

Respectfully Submitted,



Lucas Froeschl



February 3, 2025

To Whom It May Concern,

The City of Falls City is pleased to express its commitment to supporting the Falls City Amphitheater Park project, a vital investment in our community's cultural and economic development. This project, estimated at a total cost of \$1.2 million, is a cornerstone of our downtown revitalization efforts and aligns with the goals of the Falls City Creative District. Falls City is seeking \$562,000 from the 2025 CCCFF grant to support the development of the amphitheater park. To ensure the successful completion of this project, the City of Falls City is pledging the following financial contributions:

- Land Acquisition: Falls City has secured site acquisition through in-kind donation totaling \$65,000.00
- 23DTR006 Grant Allocation: The City will allocate \$163,950 from its existing 23DTR006 grant to fund streetscape and sidewalk improvements that will enhance accessibility and connectivity to the amphitheater park.
- Local Matching Funds: The City has committed to providing the necessary matching funds through its Fiscal Year 2025 budget. These funds, combined with ongoing local fundraising efforts, will ensure the financial feasibility of this project.

Falls City has a strong history of successful public-private partnerships and community-driven fundraising, as demonstrated by previous projects such as the Lane Leadership Program's \$200,000 fundraising effort for the city's splash pad. We are confident in our ability to secure the remaining funds needed to bring this transformational project to completion.

The City of Falls City is excited to invest in this initiative, which will create a vibrant public space for performances, events, and community gatherings, reinforcing our commitment to arts, culture, and economic growth. We appreciate your consideration and look forward to bringing this vision to reality.

Sincerely,

Mark Harkendorff
Mayor

Falls City Amphitheater Concept Design

JULY 19, 2024



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

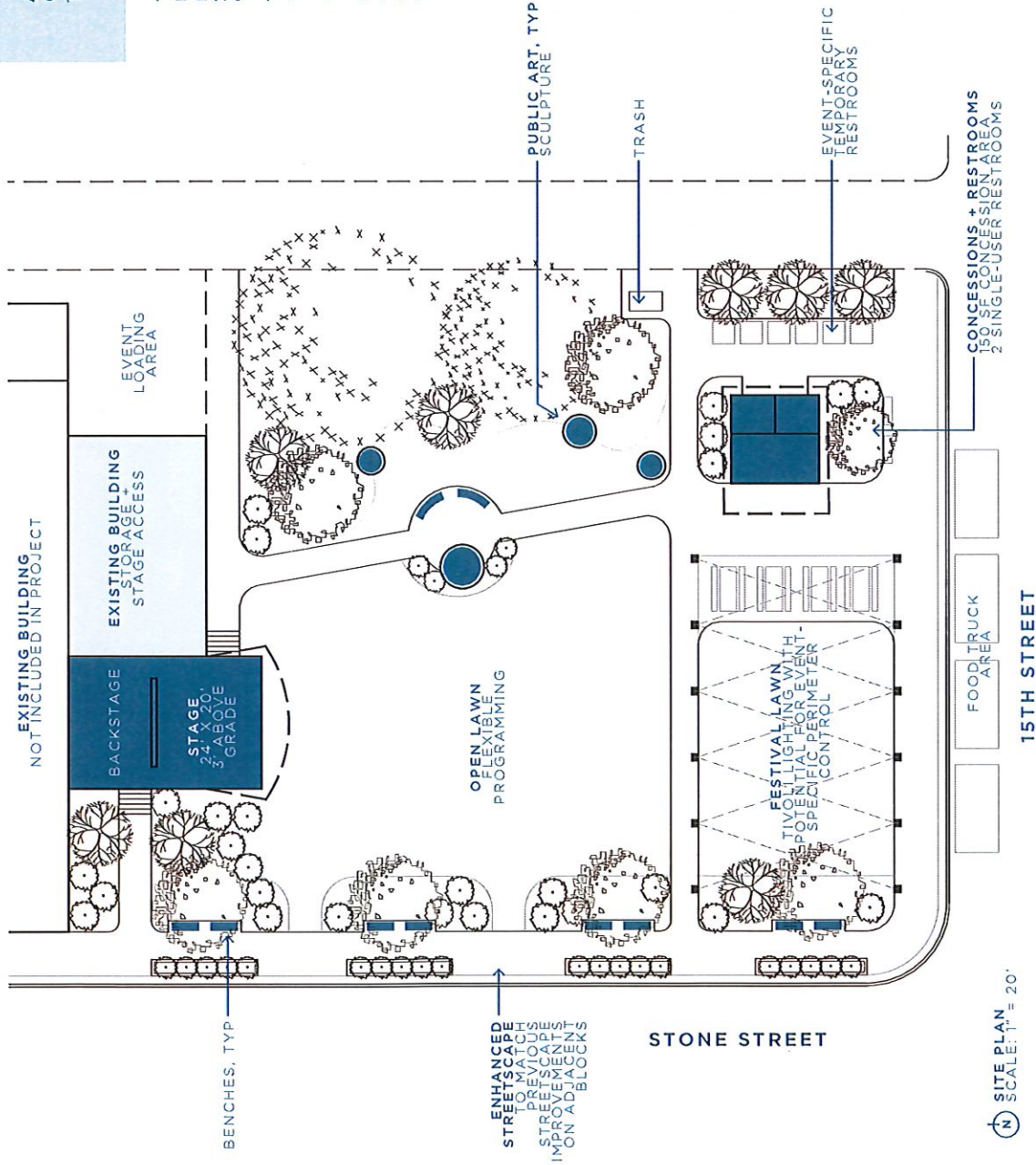
AMPHITHEATER AND PUBLIC PARK CONCEPTUAL PLAN

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





AERIAL VIEW
FROM SOUTHWEST



VIEW FROM THE OPEN LAWN
LOOKING NORTH



VIEW OF THE FESTIVAL LAWN
LOOKING NORTH



February 3, 2025

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Sincerely,

Mark Harkendorff
Mayor

Budget















Budget View Settings

Options

☒ Line Items ☒ Non-Grant Funded

Proposed Budget

Expense Budget

Category		Grant Funded	Non-Grant Funded	Total Budgeted
+ Construction		\$477,000.00	\$468,500.00	\$945,500.00
New sidewalks, curb & gutter, street/sidewalk lighting	 	\$67,050.00	\$163,950.00	\$231,000.00
Amphitheater Structure & Concession/Restroom Building	 	\$200,450.00	\$149,550.00	\$350,000.00
Interior Sidewalks, landscaping and lighting	 	\$209,500.00	\$0.00	\$209,500.00
Sculpture foundations and art exhibits	 	\$0.00	\$155,000.00	\$155,000.00
+ Consultant Fees - Construction Only		\$85,000.00	\$32,000.00	\$117,000.00
Architecture/Engineering	 	\$85,000.00	\$32,000.00	\$117,000.00
+ Consultant Fees - Planning Only		\$0.00	\$0.00	\$0.00
+ Fixed Equipment and Furnishings		\$0.00	\$137,500.00	\$137,500.00
Site Aquisition	 	\$0.00	\$65,000.00	\$65,000.00
Stage lighting, sound system & electronics	 	\$0.00	\$72,500.00	\$72,500.00
Total Expense Budget Cost		\$562,000.00	\$638,000.00	\$1,200,000.00

Revenue Budget

Grant Funding			
Award Requested		\$562,000.00	\$562,000.00
Subtotal		\$562,000.00	\$562,000.00
Non-Grant Funding			
Cash Match		\$573,000.00	\$573,000.00
In-Kind Match		\$65,000.00	\$65,000.00
Subtotal		\$638,000.00	\$638,000.00
Total Revenue Budget Cost		(\$1,200,000.00)	
Total Overall Budget Cost		\$0.00	



Good Life. Great Opportunity.

DEPT. OF ECONOMIC DEVELOPMENT

Falls City Amphitheater Park

Prepared by Falls City_City
for Nebraska Department of Economic Development 2025 Civic and Community Center Financing Fund (CCCCFF)

Primary Contact: Anthony Nussbaum

Opportunity Details

Opportunity Information

Title

2025 Civic and Community Center Financing Fund (CCCCF)

Description

The Civic and Community Center Financing Fund (CCCCF) grants are awarded and administered by the Nebraska Department of Economic Development (DED) to encourage and foster quality of life in our communities. Nebraska municipalities, including rural cities and villages, and tribal governments may apply for CCCCCF grants. These grants are awarded on a competitive basis to construct and/or improve community facilities such as libraries, recreation and wellness centers, gathering spaces, convention centers, town squares, and cultural centers. Projects may include the conversion, rehabilitation, or reuse of historic buildings. The program may also be used for preliminary planning related to the development or rehabilitation of eligible projects. The local cost-share requirement is at least 1:1. Planning grants are available for up to \$15,000 or more. Construction grants are available for a minimum of \$15,000 and a maximum as defined in the program year fact sheet. For this and other program materials, refer to the CCCCCF webpage under Program Resources. <https://opportunity.nebraska.gov/cccf>

Agency Contact Name

Susan Nickerson

Agency Contact Phone

800-426-6505

Agency Contact Email

susan.nickerson@nebraska.gov

Fund Activity Categories

Community Development

Category Explanation

Community Development resources are available to eligible projects that foster growth and contribute to quality of life, placemaking, and community betterment.

Manager

Susan Nickerson

Announcement Type

Initial Announcement

Public Link

<https://ne.amplifund.com/Public/Opportunities/Details/090bf176-f43d-46e3-b729-c425edeb16dd>

Is Published

Yes

Award Information

Award Range

\$3,000.00 - \$3,375,000.00

Award Type

Competitive

Capital Grant

No

Matching Requirement

Yes

Cash Match Requirement
100.00%

In-Kind Match Requirement
0.00%

Other Funding Requirement

Submission Information

Submission Window
01/15/2025 9:00 AM - 02/15/2025 6:00 PM

Submission Timeline Type
One Time

Allow Multiple Applications
Yes

Question Submission Information

Question Submission Email Address
susan.nickerson@nebraska.gov

Question Submission Additional Information
Additional information Please refer to: <https://opportunity.nebraska.gov/cccff>

Eligibility Information

Eligibility Type
Public

Additional Eligibility Information

Most Nebraska municipalities, including rural cities and villages, and tribal governments may apply for CCCFF grants. For more information on the eligibility of applicants or projects, please consult the Application Guidelines.

Not all project costs are eligible, including any costs incurred prior to award and those related to facility staffing, programming, marketing, advertising, fundraising, and portable furnishing or equipment. For more information on ineligible costs, refer to the Application Guidelines.

In kind match is allowable up to 50% of the required 100% in total cost-share requirements. Applicants should not assume their specific in-kind contributions are eligible at the time of application. Successful Applicants seeking to use In kind to meet matching requirements can expect additional direction from DED following their application's notice of approval.

Additional Information

Additional Information URL
<https://opportunity.nebraska.gov/amplifund/>

Additional Information URL Description

Resources: General and Program specific user guides and videos can be found at <https://opportunity.nebraska.gov/amplifund/>. Statewide Relay System: Individuals, who are hearing and/or speech impaired and have a TTY, may contact the Department through the Statewide Relay System by calling (800) 833-7352 (TTY) or (800) 833-0920 (voice). The relay operator should be asked to call DED at (800) 426-6505 or (402) 471-3111.

Project Information

Application Information

Application Name
Falls City Amphitheater Park

Award Requested
\$562,000.00

Cash Match Requirement
\$562,000.00

Cash Match Contributions
\$573,000.00

In-Kind Match Requirement
\$0.00

In-Kind Match Contributions
\$65,000.00

Total Award Budget
\$1,200,000.00

Primary Contact Information

Name
Anthony Nussbaum

Email Address
a.nussbaum@fallscityne.us

Address
2307 Barada Street
Falls City, Nebraska 68355

Phone Number
1+ (402) 245-2851 ext. 5

Project Description

Part 01: Applicant and General Information

Applicant Information

Primary Contact - Organization

Anthony Nussbaum

Primary Contact - Title

City Administrator

Applicant Legal Name (e.g., Anytown_Village; TribalNation_Tribe)

City of Falls City, NE

Municipality or Tribal - Address 1

2307 Barada Street

Municipality or Tribal - Address 2

Municipality or Tribal - City

Falls City

Municipality or Tribal - Postal Code

68355

Municipality or Tribal Phone Number

402.245.2851

Municipality or Tribal - Email Address

a.nussbaum@fallscityne.us

Chief Elected Official or Tribal Chair

This individual is referred to as the Authorizer.

Authorizer - First Name

Mark

Authorizer - Last Name

Harkendorff

Authorizer - Title

Mayor

Authorizer - Email Address

mayor@fallscityne.us

Additional Contact Information

**The Primary Contact Information is on the previous page, Project Information section. The Primary Contact is the main point of contact for this application.*

Secondary Contact

The Secondary Contact may work for the Applicant organization or a different organization.

Secondary Contact - First Name

Amber

Secondary Contact - Last Name

Holle

Secondary Contact - Title

Executive Director

Secondary Contact - Email Address

amber@fallscitychamber.com

Secondary Contact - Phone Number

402.245.4228

Secondary Contact - Extension

Does this Secondary Contact work at the Applicant's organization?

☐ Yes

☒ No

Secondary Contact - Organization Name

Falls City Creative District

Secondary Contact - Address Line 1

1705 Stone Street

Secondary Contact - Address Line 2

Secondary Contact - City

Falls City

Secondary Contact - State

NE

Secondary Contact - Postal Code

68355

Preparer Information

**Preparer may or may not be employed by the Applicant.*

The Preparer is the same as the Primary or Secondary Contact?

- ☒ Yes
- ☐ No

The Preparer is the same as the:

- ☒ Primary Contact
- ☐ Secondary Contact

Part 02 : Applicant Eligibility Thresholds

Applicant Information

Applicant Type

- ☒ Municipality
☐ Tribal Government

NOTE: Depending on Applicant's selection above, a series of relevant questions will follow to determine eligibility under the program. For more information, see Sections 4 and 9 of the Application and Program Guidelines.

Before entering the "Current Population" field below, make sure to verify the most recent certified count by the United States Census Bureau. Here are the steps to verify the total population of your selected Region or Place:

1. Navigate to the official State partner of the U.S. Census Bureau website using the following link:
<https://www.unomaha.edu/college-of-public-affairs-and-community-service/center-for-public-affairs-research/programs/2020census-data-table.php>
2. Once the link is open, in the dropdown menu provided within the census Table, Set the "Select Geography" filter to "Places".
3. Find the population number in the "Total" Column.
4. Input the Total population in the field below.

Provide The Current Population based on the most recent certified count by the United States Census Bureau.
4133

Is there any reason, like an annexation, your population differs significantly from the Census Population in the dropdown above?

- ☐ Yes
☒ No

Applicant Eligibility Thresholds

This funding opportunity is only open to municipalities and tribal governments. For planning grants, the assumption is that the resulting facility, should it be developed, will meet these terms. For more information about ownership, location, and operation requirements, as well as other eligibility requirements, refer to the Application and Program Guidelines.

Ownership of the facility must conform to one of the first two options identified below.

- ☒ Municipality or Tribal Government owns the facility.
☐ FOR MUNICIPAL APPLICANTS ONLY: The municipality jointly owns the facility with a political subdivision (i.e., county, school district, community college area, or natural resources district) and the municipality's ownership interest is at least fifty percent.
☐ Neither of the above circumstances are true.

Location of the facility must conform to one of the first two options identified below.

- ☒ Facility is located within the boundaries of the municipality.
☐ The facility is located within the municipality's extraterritorial zoning jurisdiction.

☐ Neither of the above circumstances are true.

Operation of the facility must conform to one of the first two options identified below.

- ☒ Municipality or Tribal Government operates the facility.
- ☐ Municipality or Tribal Government contracts operation of the facility with another entity.
- ☐ Neither of the above circumstances are true.

Two-year Rule

Under Neb. Rev. Stat. [13-2705](#), a municipality shall not be awarded more than one grant of assistance for construction and one grant of assistance for planning in any two-year period.

In the past two years, has Applicant received an award for state aid through the CCCFF program?

- ☒ Yes
- ☐ No

List most recent year of prior award. (YYYY)

2023

Priority

Under Neb. Rev. Stat. [13-2707](#), priority is given to Applicants not receiving a grant within the last ten years.

In the past ten years, has Applicant received an award for state aid through the CCCFF program (planning and/or construction)?

- ☒ Yes
- ☐ No

List most recent year of priority award. (YYYY)

2023

Project Information

Existing or Preliminary Name of Facility/Project

In most cases, this is the name of the project. Use Municipality name, description of the project, and planning or construction. For example, if Anytown is applying for construction of a new public library, the response might be "Anytown Memorial Library Construction", or if Anytown is applying for a planning study to convert an existing vacant building into a community theatre, the response might be "Anytown Old Opera House Conversion Planning "; "(TribalNation) Community Center Construction".

Existing or Preliminary Name of Facility/Project (Project Name)

Falls City Amphitheater Park

For the purposes of CCCFF, DED observes the standard followed by the State Historic Preservation Office (SHPO): a property may be considered historic if it is 50 years old or older; and are either already listed or are potentially eligible for listing in the National Register of Historic Places.

Is the Facility an historic building or district? If the answer is yes, special policies apply. Applicant shall attach a copy of SHPO's determination. If the answer is no, such action is not required. For more information, refer to the Application

Guidelines.

- ☒ Yes
- ☐ No

UPLOAD: SHPO Determination

2402-001-01.pdf

Part 03: Project Information

Matching and Local Cost-Share

Under no circumstances may a CCCFF grant account for more than 50% of the total cost of the Project.

Identify status of funds as it relates to the Project. Only actual funds "on-hand" or "on-account" are considered secured. This includes other grant funds for which Applicant was awarded. Any pledges or pending grant applications are considered unsecured, this includes non-cash, in-kind sources.

IMPORTANT: The total here corresponds with the total Cash Match Contributions on the Project Information section. Please verify figures are correct and consistent.

Amount of secured matching funds to-date.

\$228,950.00

Amount of unsecured matching funds to-date.

Unsecured Cash Matching Funds and In-kind Sources

Identify sources of unsecured funding, including any amount proposed to be in-kind, by filling out the table below. Secured cash funding, including grant awards, contributions, and other endowments can be listed in the Cost-Share Commitment Attachment.

Name of Grant/Resource	Anticipated Date of Award	Cash Amount	In-kind Amount
Nebraska Arts Council	April 1, 2025	100,000.00	

I have completed the table immediately above.

- ☒ The table is filled out to the best of my knowledge and ability.
☐ The table does not apply to me.

Documentation of Cost-Share Commitment Attachment: Applicants must include written documentation supporting the amount and source(s) of funding, identify the amount of secured as compared to unsecured (e.g., pledged or pending) matching funds to-date. The documentation should come from the provider of the matching funds and/or Applicant's Authorizer.

UPLOAD: Documentation of Cost-Share Commitment

Provide a summary of the project, including a brief description of the facility and a description of the project's location within the community. This description determines the project's eligibility under the Act. For example: *The City proposes to renovate and expand the existing Carnegie Library into the City Community Center. The proposed project is downtown and adjacent to the new library and City Park.*

The summary narrative should be clear and concise and at least one paragraph.

Character limit: 1,650 (about 250 words)

Project Description Summary

The Falls City Amphitheater Park is a transformative project designed to enhance community engagement, cultural enrichment, and economic vitality in downtown Falls City. Located adjacent to the Falls City Library and Arts Center, this park will serve as a vibrant hub for public events, performances, and recreational activities. The project includes a permanent stage, festival lawn, public art installations, enhanced streetscaping, and year-round public restrooms.

Designed to complement the city's ongoing revitalization efforts, the amphitheater will provide a dedicated space for concerts, farmer's markets, street fairs, fitness classes, and other community gatherings. Its integration with the Creative District aligns with the city's commitment to supporting the arts, fostering local talent, and attracting visitors.

This project was identified as a community need through public input provided during the strategic planning for the Falls City Creative District. The project is backed by strong community support by local stakeholders and community agencies. Past successes, such as the Lane Leadership Program's \$200,000 splash pad campaign, demonstrate Falls City's ability to rally resources for impactful projects.

With construction anticipated in 2026, the Falls City Amphitheater Park will be a long-term asset, strengthening the city's cultural identity, improving quality of life, and contributing to downtown economic growth.

Attachments

Letter of Intent

The attachment is a copy of the submitted Letter of Intent. This letter was previously submitted with the pre-application. The original signed letter is retained with the Applicant.

UPLOAD: Letter of Intent Attachment

Falls City LOI 1.6.2025.pdf

OPTIONAL: Letters of Support

You are encouraged to include letters of support from community stakeholders in support of the proposed project. The documentation should supplement – not replace – the local public support identified in Project Criteria Narrative. Limit your attachment to five pages.

UPLOAD: Letters of Support Attachment

Project Purpose - Statute Definitions

Carefully review the terms, as defined, and select the most appropriate category and type of facility. Often

facilities serve multiple purposes in a community (e.g., City Auditorium also houses a library and community theatre), select the option describing the primary use for which this application is submitted.

Civic Center – A facility that is used to host conventions, meetings, and cultural events or a library. **NOTE:** *what is commonly called a “community center” is a likely a “civic center” under this statutory definition.*

Public Space – Property located within the traditional center of a community, typically comprised of a cohesive core of residential, civic, religious, and commercial buildings, arranged around a main street and intersecting streets. A public space is, therefore, an area of multiple buildings with both internal and external elements.

Historic Building or District – A building or district eligible for listing on or currently listed on the National Register of Historic Places or a building that is certified as contributing to the significance of a registered state or national historic district. **NOTE:** *Where an application involves a historic building or district, special policies apply; see Application Guidelines.*

Recreation Center – A facility or park used for athletics, fitness, sport activities, or recreation that is owned by an applicant and is available for use by the general public with or without charge. A recreation center does not include any facility that requires a person to purchase a membership to utilize such facility (e.g., country club), but may include facilities that charge a reasonable user fee (e.g., wellness center).

Select the most appropriate category

- ☐ Civic Center
- ☒ Public Space
- ☐ Historic Building
- ☐ Recreation Center

Select the most appropriate type of Public Space

- ☐ Main Street District
- ☒ Outdoor Plaza (e.g., gathering space)

Type of Grant Requested

NOTICE: Construction, architectural, and/or engineering documents that do not bear the seal of a state licensed architect or professional engineer may be in violation of state law. Contact the Nebraska Board of Engineers and Architects for requirements at (402) 471-2021 or nbea.office@nebraska.gov.

Type of Grant

- ☐ Planning
- ☒ Capital Construction

Did the Project complete technical assistance and/or feasibility studies?

- ☐ Yes
- ☒ No

Does the Facility/Project have a permanent physical address? **NOTE:** Where the physical address is not known at this time or where multiple sites are under consideration, select "No".

- ☒ Yes
- ☐ No

Project Address

Address Line 1

1506 Stone Street

Address Line 2

City

Falls City

Postal Code

68355

Include a map identifying the location of the facility for the grant of assistance in relation to the community, identifying any relevant sites or related projects. If applicable, identify the municipality's extraterritorial zoning jurisdiction (ETJ). The intent of the map is to provide context to the proposed project in relation to the community as a whole. If multiple sites are being considered, include notation of all sites under consideration.

UPLOAD: Project Location Map Attachment

Location Map.pdf

Project Website, if available.

Construction Grant Narrative

For construction grants, funding decisions by the Department shall be based on the following five criteria below:

- **Retention Impact**
- **New Resident Impact**
- **Visitor Impact**
- **Readiness and Local Support**
- **Project Planning**

Each categorical criterion shall be reviewed and assigned a score of 0-10 points (50 points maximum).

Avoid repeating the same narrative in each section; narratives that are clear and concise are more likely to score higher than those that are highly repetitive.

Retention Impact: provide data and/or an explanation of how the proposed project shall retain existing residents. Likelihood of the project retaining existing residents in the community where the project is located, developing, sustaining, and fostering community connections, and enhancing the potential for economic growth in a manner that will sustain the quality of life and promote long-term economic development.

Character limit: 3,300 (about 500 words)

Retention Impact Narrative

Falls City has faced steady population decline over recent decades, reflecting challenges common to many rural communities. The development of the Falls City Amphitheater Park addresses this trend by creating a vibrant, multifunctional space that fosters community cohesion, cultural enrichment, and economic activity. The amphitheater's location in the heart of downtown aligns with strategic revitalization efforts, enhancing the area's appeal to current residents. By providing a venue for concerts, farmer's markets, fitness classes, and other public gatherings, the park becomes a cornerstone of local life, encouraging residents to remain invested in their community.

The park will also include public restrooms accessible year-round, addressing a critical community need. Falls City's

commitment to creating new jobs, improving housing, and fostering childcare for workforce families further strengthens retention efforts. Through initiatives led by Falls City EDGE, the city has rebranded and redeveloped a childcare facility, ensuring critical services are available to working families. Additionally, the creation of Nebraska's first land bank outside a metropolitan area has allowed the city to secure and prepare dilapidated properties for redevelopment. These efforts, combined with multiple downtown revitalization phases, demonstrate Falls City's commitment to enhancing livability and retaining its residents.

The park's proximity to the Falls City Library and Arts Center further amplifies its appeal. The library, a hub of community engagement, regularly hosts events that attract over 200 attendees, including magic shows and exotic animal exhibitions. By providing an expanded, safe outdoor space, the park will allow these events to grow and offer enhanced experiences for both adults and children.

New Resident Impact: Describe the anticipated impact on new residents. Likelihood of the project attracting new residents to the community where the project is located.

Character limit: 3,300 (about 500 words)

New Resident Impact Narrative

Falls City's strategic location—100 miles from two major metropolitan areas—positions it as an ideal destination for individuals seeking the balance of small-town living with convenient access to urban amenities. The Falls City Amphitheater Park is a key component in attracting new residents by creating a dynamic cultural and recreational hub. It exemplifies the city's commitment to enhancing quality of life and fostering a sense of place. The park's development is part of broader initiatives to attract new residents, including job creation, housing improvements, and expanded childcare services. These efforts have already seen success, such as the recruitment of a Parks and Recreation Director, who returned to Falls City with their family in 2024. The amphitheater, complemented by the city's innovative land bank program and rural workforce housing fund projects, demonstrates a forward-thinking approach to revitalization. Together with the nearby Falls City Library and Arts Center, which emphasizes arts and sculpture, the park enhances Falls City's reputation as a community invested in cultural and family-oriented living.

Visitor Impact: Describe the anticipated impact on tourism and visitor attraction. Likelihood of the project enhancing or creating an attraction that would increase the potential of visitors to the community where the project is located from inside and outside the state.

Character limit: 3,300 (about 500 words)

Visitor Impact Narrative

The Falls City Amphitheater Park capitalizes on the city's strategic location near major metropolitan areas to attract visitors seeking unique cultural and recreational experiences. By hosting events such as concerts, art exhibitions, and seasonal festivals, the park positions Falls City as a regional destination. These events not only draw attendees from neighboring communities but also encourage extended stays, boosting local businesses and increasing tourism revenue.

The park's design includes flexible spaces like a festival lawn and food truck area, ensuring its capacity to accommodate a wide range of visitor-focused activities. Its proximity to the Falls City Library and Arts Center, known for its vibrant arts and sculpture programming, strengthens the downtown's cultural appeal. The Falls City Area Chamber and Main Street's history of hosting large community events will be complemented by the park, which provides an ideal setting for expanding these events while ensuring accessibility and safety. Supported by events hosted by the Falls City Library & Falls City Area Chamber and Main Street, the amphitheater project amplifies Falls City's ability to attract visitors, fostering economic growth and reinforcing the city's reputation as a welcoming, vibrant destination.

Readiness and Local Public Support: Describe and provide evidence of local public support. Include the fiscal, economic, and operational capacity to finance and manage the project and ability of the applicant to implement its plan and operate the civic or community center.

Character limit: 3,300 (about 500 words)

Readiness and Local Public Support Narrative

The Falls City Amphitheater Park is a shovel-ready project, with property acquisition and strategic planning already

completed. The city council adopted a resolution dedicating the necessary parcels for the park on July 15, 2024. Local organizations such as the Falls City Chamber and Main Street, the Richardson County Arts & Humanities Council, Stalder Foundation and the Falls City EDGE have pledged their support, ensuring the project's alignment with community priorities.

The project has secured significant financial and community support, including donation of the vacant lots for the project, a pledge of the remaining 23DTR006 grant funds totaling \$163,950 allocated specifically to the sidewalk and streetscape improvements, and a \$100,000 pledge by the Falls City Creative District. Falls City has also demonstrated its capacity to maintain the park with the hiring of a Parks and Recreation Director in early 2024. Falls City has a proven track record of successful fundraising efforts, such as the partnership with the Lane Leadership Program, which raised over \$200,000 for a splash pad in a city park. With the award of a CCCFF Grant, Falls City is prepared to secure the grant required matching funds. With strong partnerships, dedicated resources, and a clear timeline, the Falls City Amphitheater Park is poised for successful implementation upon receipt of funding.

Project Planning: Describe and provide evidence of planning efforts in support of the project. Projects with completed technical assistance and feasibility studies shall be preferred to those with no prior planning.

Character limit: 3,300 (about 500 words)

Project Planning Narrative

The Falls City Amphitheater Park is a thoughtfully planned project designed to maximize community impact while minimizing risk. Key milestones include the completion of property acquisition, strategic planning, and conceptual design through a collaborative approach of community stakeholders. The project's phased approach ensures a systematic rollout, beginning with site preparation and culminating in landscaping and public art installations. The Falls City Creative District's citizen engagement sessions shaped the project's vision, reflecting strong community involvement. Additionally, partnerships with the Falls City Area Chamber & Main Street, Richardson County Arts & Humanities, Falls City EDGE, and Stalder Foundation exemplify the city's innovative approach to planning. The nearby Falls City Library and Arts Center, a key driver of community events and arts programming, will benefit greatly from the park's creation, as it provides a new and improved venue for its well-attended activities. With construction anticipated to begin in spring 2026, the Falls City Amphitheater Park is well-positioned to deliver long-term benefits for the community.

Construction Attachment: Any supplemental materials and/or planning, design, or conceptual documents related to the proposed project. Limit attachment to no more than five pages.

Content of any attachments are supplemental only and not considered in the scoring process.

UPLOAD: Additional Construction Grants Attachment

2024-07-19_Falls City Amphitheater_APMA.pdf

Part 04: Confirmation of Eligibility

Applicant Confirmation of Eligibility

By signing and submitting this form, you are confirming the following eligibility criteria:

Applicant Type

- ☒ Municipality
☐ Tribal Government

Location

- ☒ The facility in question is, or will be (in the case of planning grants), located within the Applicant's municipal boundaries or the municipality's extraterritorial zoning jurisdiction.

SAFFAA

- ☒ Municipality has not received funding assistance from the Sports Arena Facility Financing Assistance Act.

Ownership

- ☒ The facility in question is, or will be (in the case of planning grants), owned by Applicant. FOR MUNICIPALITY APPLICANTS ONLY: If the municipality shares ownership of the facility with an eligible political subdivision, this information is provided under Applicant Eligibility Thresholds.

Operation

- ☒ The facility in question is, or will be (in the case of planning grants), operated by Applicant. If the facility shall be operated by another entity, this information is provided under Applicant Eligibility Thresholds.

Two-year rule

- ☒ Applicant complies with two-year rule (i.e., Applicant has not received more than one grant of each type in the last two program years).

If circumstances of the project do not allow you to select all populated items above, you may not be eligible to apply. Please contact the DED CCCFF coordinator.

Terms of Acceptance

To the best of my knowledge and belief, data and information in this application is true and correct, including any commitment of local or other resources. The governing body of the Applicant has duly authorized this application. This Applicant will comply with all state requirements governing the use of CCCFF state aid.

Please type First and Last Name

Electronic Signature

- ☐ I understand that checking this box constitutes a legal signature confirming that I acknowledge the above Terms of Acceptance.

Date Signed

Budget

Proposed Budget Summary

Expense Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Construction			
Amphitheater Structure & Concession/Restroom Building	\$200,450.00	\$149,550.00	\$350,000.00
Interior Sidewalks, landscaping and lighting	\$209,500.00	\$0.00	\$209,500.00
New sidewalks, curb & gutter, street/sidewalk lighting	\$67,050.00	\$163,950.00	\$231,000.00
Sculpture foundations and art exhibits	\$0.00	\$155,000.00	\$155,000.00
Subtotal	\$477,000.00	\$468,500.00	\$945,500.00
Consultant Fees – Construction Only			
Architecture/Engineering	\$85,000.00	\$32,000.00	\$117,000.00
Subtotal	\$85,000.00	\$32,000.00	\$117,000.00
Fixed Equipment and Furnishings			
Site Aquisition	\$0.00	\$65,000.00	\$65,000.00
Stage lighting, sound system & electronics	\$0.00	\$72,500.00	\$72,500.00
Subtotal	\$0.00	\$137,500.00	\$137,500.00
Total Proposed Cost	\$562,000.00	\$638,000.00	\$1,200,000.00

Revenue Budget

	Grant Funded	Non-Grant Funded	Total Budgeted
Grant Funding			
Award Requested	\$562,000.00		\$562,000.00
Subtotal	\$562,000.00		\$562,000.00
Non-Grant Funding			
Cash Match		\$573,000.00	\$573,000.00
In-Kind Match		\$65,000.00	\$65,000.00
Subtotal		\$638,000.00	\$638,000.00
Total Proposed Revenue	\$562,000.00	\$638,000.00	\$1,200,000.00

Proposed Budget Detail

See attached spreadsheet.

Proposed Budget Narrative

Construction

Eligible Projects Costs: Enter the total amount in the "Direct Cost" field. Change "Calculate Match" to "Yes". Enter in your Match Dollar Amount. There is a 50% minimum Cash Match requirement (If the grant funds are \$100, you must match \$100 (50% of \$200). After saving your line item, verify that the "Grant Funded", "Match" and "Total Budgeted" columns are correct. Do not enter ineligible project costs in this category. See CCCFF Application & Program Guidelines for more information.

Amphitheater Structure & Concession/Restroom Building

Construction of the amphitheater structure and the concessions/public restrooms building

Interior Sidewalks, landscaping and lighting

Construction of sidewalks, flexible spaces, pavilion, landscaping and site lighting

Consultant Fees – Construction Only

Eligible Projects Costs: Enter the total amount in the "Direct Cost" field. Change "Calculate Match" to "Yes". Enter in your Match Dollar Amount. There is a 50% minimum Cash Match requirement (If the grant funds are \$100, you must match \$100 (50% of \$200). After saving your line item, verify that the "Grant Funded", "Match" and "Total Budgeted" columns are correct. Do not enter ineligible project costs in this category. See CCCFF Application & Program Guidelines for more information.

Architecture/Engineering

Architecture, Civil Engineering, Bidding and Construction Services

Fixed Equipment and Furnishings

Eligible Projects Costs: Enter the total amount in the "Direct Cost" field. Change "Calculate Match" to "Yes". Enter in your Match Dollar Amount. There is a 50% minimum Cash Match requirement (If the grant funds are \$100, you must match \$100 (50% of \$200). After saving your line item, verify that the "Grant Funded", "Match" and "Total Budgeted" columns are correct. Do not enter ineligible project costs in this category. See CCCFF Application & Program Guidelines for more information.

Site Aquisition

Acquisition of vacant lots

FIRST PRESBYTERIAN CHURCH

**20th and Harlan Street
Falls City, Nebraska**

BUILDING DONATION

February 3, 2025



The Church would also like to donate personal property with a value approaching \$75,000. This would include some tables, chairs, furniture, Christmas decorations but most importantly a Steinway designed Boston grand piano. This instrument as well as the pipe organ have been well maintained with annual organ maintenance and semi-annual servicing of the grand piano. The innovation of adding a ramp and chair lift makes every corner of the Center accessible, showcasing a commitment to inclusivity in the arts.

The lower level has one large room that can seat 80-90 people, a stage, three connected smaller rooms, ADA restroom, a second restroom, and a large kitchen. This space could be used for a wide variety of meetings, senior center activities, and conferences. The well-stocked kitchen contains refrigerator/freezer space and two stoves. There are many cupboards and a pantry for ample use and storage. The room is wired for streaming capabilities and surround sound so virtual programs with anyone in the world can easily be done. The stairway from the outside to the lower level is through an enclosed entrance on the east side of the building. The space is heated and a chair lift has been installed.



We believe the spaces in the building provide the city with wonderful opportunities for the performing arts, conferences, and many other uses, all of which will expand Falls City's reputation as the City of Art.