
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.

1. Mayors Statement of Meeting Procedures
2. Roll Call
3. Pledge of Allegiance
4. Mayors Report
5. City Administrators Report
6. Chief of Police Report
7. Monthly Report of the Southeast Nebraska Land Bank – No Meeting Held in August

ROUTINE BUSINESS

1. Discussion & Action – Agenda Approval
2. Discussion & Action – Minutes Approval for August 18th, 2025
3. Discussion & Action – Claims Approval for September 4th, 2025

OLD BUSINESS

1. Discussion & Action – Resolution establishing permit application procedures, inspection protocol and related administrative procedures for the keeping of chicken hens pursuant to Ordinance 2025-106

REGULAR BUSINESS

1. Public Hearing – Consider Class C Liquor License for the Would Eye Sports Bar and Grill at 1821 Stone Street
2. Discussion & Action – Application for a Class C Liquor License for the Would Eye Sports Bar and Grill at 1821 Stone Street | Brandon Brown
3. Discussion & Action – Appointment of Quentin Coatney and Katie Drelicharz to the Housing Board as recommended by Mayor Harkendorff
4. Discussion & Action – Resolution setting the fiscal year 2025 final allocation of levy authority for the Falls City Airport Authority
5. Discussion & Action – Consider a Memorandum of Understanding with Evergy Kansas Central, Inc for the Energy Forward Transmission Project

6. Discussion & Action – Consider a Second Amendment to the Communications Lease Agreement with Verizon Wireless for Cell Tower 419465V at 1820 Towle Street
7. Discussion & Action – Resolution authorizing a Memorandum of Understanding with Aliver foundation for an AED at Grandview Park
8. Discussion & Action – Resolution authorizing a Rural Workforce Housing Project at 606 Morehead Court as recommended by the Housing Board
9. Discussion & action – Resolution approving waiver/fine schedule for violations of Falls City Municipal Code as recommended by the City Attorney
10. Discussion & Action – Management Structure & Staffing Strategy
11. Closed Session – Discussion regarding personnel matters

ADJOURNMENT

Anthony Nussbaum, City Clerk



Mayor's Statement on Meeting Procedures

In order to maintain orderly and productive meetings that comply with the Nebraska Open Meetings Act, I will be introducing the following basic meeting procedures at the start of each Council meeting. These procedures are not intended to limit participation but are intended to ensure respectful participation by both Council Members and the public, while keeping discussions focused on the posted agenda items.

1. Stay on Topic

- All discussion must remain relevant to the agenda item currently under consideration.
- If discussion veers off-topic, I or any Council Member may ask that we return to the agenda item.

2. Council Member Participation

- Council Members must be recognized by the Mayor before speaking.
- Please allow others to finish speaking and avoid interrupting or speaking out of turn.

3. Public Comment

- Members of the public may speak during designated comment periods or as permitted by the agenda by approaching the public comment podium
- All public speakers must be recognized by the Mayor before speaking.
- Speakers must state their full name for the record.
- Each speaker will be limited to three (3) minutes.
- Comments must be relevant to the topic under discussion.

4. Decorum & Order

- Anyone (Council or public) who interrupts, speaks out of turn, or otherwise disrupts the meeting may be ruled out of order.
- Multiple violations may result in being asked to leave or being removed from the meeting to maintain order.

5. Open Meetings Act

- A copy of the Nebraska Open Meetings Act is posted at the entrance of the meeting room as required by law.

Thank you for your cooperation.

Respectfully,

Mayor Mark Harkendorff

August 18, 2025

A regular meeting of the City Council of the City of Falls City, Nebraska, and a majority of the Board of Public Works were present. The meeting was held in said City on the 18th day of August 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, F. Killingsworth, Leyden, Ruiz. Absent: Kaster, K. Killingsworth. 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.

AGENDA APPROVAL FOR AUGUST 18, 2025

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

MINUTES APPROVAL FOR AUGUST 4, 2025

A motion was made by Council person Ruiz and seconded by Council person F. Killingsworth to approve the minutes for August 4, 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

CLAIMS APPROVAL FOR AUGUST 19, 2025

A motion was made by Council person Leyden and seconded by Council person Ferguson to approve the claims for August 19, 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

TREASURER'S REPORT JULY 2025

A motion was made by Council person Buckminster and seconded by Council person Ferguson to approve the Treasurer's Report for July 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

TREASURER'S REPORT JUNE 2025

A motion was made by Council person Buckminster and seconded by Council person F. Killingsworth to approve the Treasurer's Report for June 2025, as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

FIRST READING OF ORDINANCE 2025-106 PROHIBITING FOWL AND PROVIDING FOR CONTROL OF CHICKENS WITHIN CITY LIMITS

Clerk Nussbaum performed the first reading of the ordinance. A motion was made by Council person Leyden and seconded by Council person Buckminster accept the first reading of ordinance 2025-106 and motion to suspend the rules and move to a final reading. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried. A motion was made by Council person Ferguson and seconded by Council person Leyden to accept

the final reading of ordinance 2025-106. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, Leyden, Ruiz. "NAY" F. Killingsworth. "Absent" Kaster, K. Killingsworth. Motion carried.

RESOLUTION APPROVING THE SELECTION OF OLSSON AS THE ENGINEERING SERVICES PROVIDER FOR THE ENERGY FORWARD TRANSMISSION IMPROVEMENT PROJECT AS RECOMMENDED BY THE SELECTION COMMITTEE

A motion was made by Council person Buckminster and seconded by Council person F. Killingsworth to approve the selection of Olsson as the engineering services provider for the Energy Forward Transmission Improvement Project as recommended by the Selection Committee. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

PUBLIC HEARING – CONSIDER AMENDMENT TO THE 23DTR006 PROJECT REALLOCATING \$56,353.75 OF COMMERCIAL REHABILITATION FUNDS TO THE SIDEWALK CONSTRUCTION FUNDS

Mayor Harkendorff declared a public hearing open at 6:18 P.M. Mayor Harkendorff then asked if there was anyone in the audience who wished to speak in favor or opposition of said request. All members of the public wishing to address the governing body were provided a reasonable amount of time to do so. Mayor Harkendorff then declared the public hearing closed at 6:21 P.M.

RESOLUTION APPROVING A REQUEST TO AMEND THE CDBG DOWNTOWN REVITALIZATION AGREEMENT 23DTR006

A motion was made by Council person Ferguson and seconded by Council person Leyden to approve a Resolution requesting to amend the CDBG Downtown Revitalization Agreement 23DTR006. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

LETTER TO CITY COUNCIL FROM BOARD OF PUBLIC WORKS CONCERNING PUBLIC WORKS/UTILITY ADMINISTRATION | OFFICERS OF THE BOARD OF PUBLIC WORKS

Ray Joy spoke on behalf of the Board of Public Works. No action was taken.

PRESENTATION OF THE 2025 COST OF SERVICE/RATE DESIGN STUDY FOR ELECTRIC, GAS, WATER & SEWER UTILITIES | JK ENERGY CONSULTING

A presentation was given for the 2025 Cost of Service/Rate Design Study for Electric, Gas, Water & Sewer Utilities by JK Energy Consulting.

FIRST READING OF ORDINANCE 2025-101 TO RESTATE THE ELECTRICAL RATES

Clerk Nussbaum performed the first reading of the ordinance. A motion was made by Council person Leyden and seconded by Council person Ferguson to suspend the rules and move to final reading of Ordinance 2025-101 to restate the electrical rates. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried. A motion was made by Council person Leyden and seconded by Council person Ferguson to accept the final reading as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

FIRST READING OF ORDINANCE 2025-102 TO RESTATE THE NATURAL GAS RATES

Clerk Nussbaum performed the first reading of the ordinance. A motion was made by Council person Leyden and seconded by Council person F. Killingsworth to suspend the rules and move to final reading of Ordinance 2025-102

to restate the natural gas rates. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried. A motion was made by Council person F. Killingsworth and seconded by Council person Buckminster to accept the final reading as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

FIRST READING OF ORDINANCE 2025-103 TO RESTATE THE WATER RATES

Clerk Nussbaum performed the first reading of the ordinance. A motion was made by Council person Buckminster and seconded by Council person F. Killingsworth to suspend the rules and move to final reading of Ordinance 2025-103 to restate the water rates. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried. A motion was made by Council person Ferguson and seconded by Council person Leyden to accept the final reading as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

FIRST READING OF ORDINANCE 2025-104 TO RESTATE THE SEWER RATES

Clerk Nussbaum performed the first reading of the ordinance. A motion was made by Council person Ferguson and seconded by Council person Buckminster to suspend the rules and move to final reading of Ordinance 2025-104 to restate the sewer rates. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried. A motion was made by Council person Leyden and seconded by Council person Buckminster to accept the final reading as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

CONSIDER APPROVAL OF THE PURCHASE OF ADDITIONAL ENTERPRISE PARTS UNDER THE EXISTING INTERLOCAL AGREEMENT WITH NEBRASKA CITY TOTALING \$22,075.00 FOR FALLS CITY'S SHARE

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

CONSIDER APPROVAL OF PURCHASE OF READING TRUCK BODY TOTALING \$16,528.07 FOR THE NEW GAS SERVICE TRUCK

A motion was made by Council person Ferguson and seconded by Council person Buckminster to approve the purchase as presented. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, F. Killingsworth, Leyden, Ruiz. "NAY" Fouraker. "Absent" Kaster, K. Killingsworth. Motion carried.

CONSIDER AUTHORIZATION TO EXECUTE AGREEMENT WITH SEL ENGINEERING TOTALING \$231,007.00 FOR ITEMS 2, 3 AND 4 OF THE PROPOSAL FOR DESIGN SERVICES OF THE POWER PLANT SACADA SYSTEM

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

FIRST READING FOR ORDINANCE 2025-105 TO VACATE THE PUBLIC RIGHT OF WAY FOR EAST 8TH STREET OF THE GATZ ADDITION

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

A motion was made by Council person F. Killingsworth and seconded by Council person Buckminster to accept the final reading of ordinance 2025-105. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Leyden, Ruiz. "NAY" None. "Absent" Kaster, K. Killingsworth. Motion carried.

CONSIDER REQUEST TO UTILIZE CITY STREETS FOR THE 2025 COBBLESTONE FUN RUN-WALK EVENT ON SATURDAY, AUGUST 23, 2025 | LINDA SANTO - COMMUNITY MEDICAL CENTER

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

REQUEST FOR STREET CLOSURE OF THE 1300 BLOCK OF STONE STREET FOR THE WATER WAR COBBLESTONE EVENT ON SATURDAY, AUGUST 23, 2025 | AMBER HOLLE - FALLS CITY CHAMBER & MAIN STREET

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

CONSIDER AN INVESTMENT STRATEGY FOR UP TO \$20MM OF SPECIAL RESERVE FUNDS

A motion was made by Council person Ferguson and seconded by Council person Fouraker to invest \$10MM of special reserve funds for a twelve (12) month term and \$10MM of special reserve funds for a twenty-four (24) month at Frontier Bank. Roll was called on this motion and the Council persons voted as follows: "YEA" Buckminster, Ferguson, Fouraker, F. Killingsworth, Ruiz. "NAY" None. "Abstain" Leyden. "Absent" Kaster, K. Killingsworth. Motion carried.

THERE BEING NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED AT 8:00pm

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 August 18, 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.

Following the meeting it came to the attention of the administration of the City that notice of the Board of Public Works meeting had not been properly posted. All actions taken by the Board will require ratification by the Board of Public Works at it's next meeting.

(SEAL)

CITY CLERK

CITY CLERK

MAYOR



Expense Approval Report

By Fund

Payment Dates 9/4/2025 - 9/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Fund: 100 - General					
American National Bank	CM0000070	02/07/2025	HSA	100-01-00-21151	-100.00
American National Bank	CM0000073	04/04/2025	HSA	100-01-00-21151	-100.00
American National Bank	INV08502	06/27/2025	HSA	100-01-00-21151	250.00
American National Bank	INV08503	06/27/2025	HSA	100-01-00-21151	100.00
Woods Aitken LLP	98091534	09/04/2025	ibew cba negotiations	100-01-11-52109	35.50
American National Bank	CM0000083	07/11/2025	HSA	100-01-00-21151	-500.00
American National Bank	CM0000085	07/11/2025	HSA	100-01-00-21151	-500.00
American National Bank	INV08499	07/11/2025	HSA	100-01-00-21151	500.00
American National Bank	CM0000084	07/25/2025	HSA	100-01-00-21151	-470.00
Farm & City Supply	029836	09/04/2025	permethrin 10pt	100-01-11-52429	8.99
Farm & City Supply	029836	09/04/2025	kickdown door hold 4"sn	100-01-11-52429	15.98
Farm & City Supply	029836	09/04/2025	tank sprayer ortho 1g	100-01-11-52429	29.99
Quill Corporation	45104142	09/04/2025	lime green rubber band	100-01-11-52372	21.59
Amazon Capital Services	1mvf-f3cm-6xn6	09/04/2025	post it tabs	100-01-11-52372	3.39
Amazon Capital Services	1mvf-f3cm-6xn6	09/04/2025	post its	100-01-11-52372	4.07
Amazon Capital Services	1mvf-f3cm-6xn6	09/04/2025	post its	100-01-11-52372	4.71
Amazon Capital Services	1mvf-f3cm-6xn6	09/04/2025	uniball pens	100-01-11-52372	15.00
Amazon Capital Services	1mvf-f3cm-6xn6	09/04/2025	uniball pens	100-01-11-52372	11.96
Quill Corporation	45181271	09/04/2025	folders	100-01-11-52372	22.94
Pest Control Services of SE NE	INV08481	09/04/2025	service	100-01-11-52199	50.00
Farm & City Supply	030405	09/04/2025	items returned - charged to w	100-01-11-52429	158.52
Farm & City Supply	030412	09/04/2025	credit	100-01-11-52429	-23.98
Farm & City Supply	030468	09/04/2025	credit	100-01-11-52429	-134.54
Woods Aitken LLP	98092217	09/04/2025	ibew cba negotiations	100-01-11-52109	177.50
League of Nebraska Municipal	195011	09/04/2025	membership 9.2025-8.2026	100-01-11-51302	8,716.00
American National Bank	INV08501	08/08/2025	HSA	100-01-00-21151	500.00
Register of Deeds	INV08480	09/04/2025	city of fc/to the public	100-06-11-46550	10.00
American National Bank	CM0000086	08/22/2025	HSA	100-01-00-21151	-250.00
American National Bank	CM0000087	08/22/2025	HSA	100-01-00-21151	-100.00
American National Bank	INV08500	08/22/2025	HSA	100-01-00-21151	470.00
Falls City Economic and Devel	INV08494	09/01/2025	CY 2024 Monthly Contributio	100-06-11-52172	10,825.25
Falls City Main Street, Inc.	INV08495	09/01/2025	Monthly Contribution (MOU 7	100-06-11-52172	2,500.00
Fund 100 - General Total:					22,252.87
Fund: 110 - Police					
Woods Aitken LLP	98091534	09/04/2025	iuee cba negotiations	110-02-21-52109	35.50
Harmon's OK Tire	66423	09/04/2025	repairs	110-02-21-52014	159.00
L-Tron Corp	687738	09/04/2025	brother pocketjet compatible	110-02-21-52118	205.00
Pro Serv	287885	09/04/2025	sav816mf	110-02-21-52118	37.01
Benchmark Government Solu	22413	09/04/2025	training - Adams	110-02-21-51310	403.20
Galls	032177264	09/04/2025	short sleeve shirts	110-02-21-52333	131.56
Fund 110 - Police Total:					971.27
Fund: 115 - Animal Control					
Farm & City Supply	029837	09/04/2025	kickdown door hold 4" sn	115-02-23-52429	7.99
Omaha Public Power District	INV08479	09/04/2025	service	115-02-23-52020	41.65
Fund 115 - Animal Control Total:					49.64
Fund: 120 - Fire					
Emergency Apparatus Mainten	136512	09/04/2025	repairs	120-02-22-52015	529.70
Emergency Apparatus Mainten	136513	09/04/2025	repairs	120-02-22-52015	481.54
Emergency Apparatus Mainten	135257	09/04/2025	Engine #31 Pump Test	120-02-22-52014	1,551.53
Emergency Apparatus Mainten	135258	09/04/2025	Engine #32 Pump Test	120-02-22-52014	1,008.31
Emergency Apparatus Mainten	135259	09/04/2025	Tower #1 Pump Test	120-02-22-52014	2,342.15
Emergency Apparatus Mainten	135261	09/04/2025	Travel Charge	120-02-22-52015	1,200.00

Expense Approval Report

Payment Dates: 9/4/2025 - 9/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Emergency Apparatus Mainten	135261	09/04/2025	R & R Right Front Outrigger	120-02-22-52015	4,700.00
Emergency Apparatus Mainten	135261	09/04/2025	Cylinder Rebuild-Additional R	120-02-22-52015	4,106.95
Fund 120 - Fire Total:					15,920.18

Fund: 150 - Parks

Grimms Gardens	inv/2025/02630	09/04/2025	tree trimming	150-05-51-52198	25,000.00
Falls City Mercantile	245717	09/04/2025	concession items	150-05-51-52330	768.84
Windsock Ag Services LLC	1201	09/04/2025	explorer 4x1 (vd)	150-05-51-52300	151.80
Acco Unlimited Corporation	0255412-in	09/04/2025	chlorinating solution	150-05-51-52300	1,541.60
Falls City Mercantile	246116	09/04/2025	concession items	150-05-51-52330	835.73
Farm & City Supply	029642	09/04/2025	screws	150-05-51-52429	1.56
Farm & City Supply	029647	09/04/2025	water jet nozzle	150-05-51-52429	6.99
Farm & City Supply	029688	09/04/2025	raid wasp/hornet	150-05-51-52429	11.98
Amazon Capital Services	1p4g-c7gg-4pfb	08/04/2025	weed eater attachments	150-05-51-52014	16.99
Mahaska/Pepsi	9305323	09/04/2025	concession supplies	150-05-51-52330	399.92
Farm & City Supply	029715	09/04/2025	led 48" t8 18w cw 2pk	150-05-51-52429	13.99
Farm & City Supply	029723	09/04/2025	m18 fuel 12 cpiw pin kit	150-05-51-52429	399.99
Farm & City Supply	029726	09/04/2025	credit	150-05-51-52429	-11.36
Farm & City Supply	029732	09/04/2025	credit/return bolts, nuts, was	150-05-51-52429	-0.71
Farm & City Supply	029732	09/04/2025	bolts nuts washers	150-05-51-52429	1.30
Farm & City Supply	029747	09/04/2025	ace metallic goldplt 11oz	150-05-51-52429	7.59
Farm & City Supply	029847	09/04/2025	hinge self close 3" bb cd2	150-05-51-52429	31.99
Farm & City Supply	029847	09/04/2025	screws	150-05-51-52429	6.00
Farm & City Supply	029854	09/04/2025	credit	150-05-51-52429	-31.99
Farm & City Supply	029857	09/04/2025	spring door adj #3-6zn	150-05-51-52429	6.99
Meyer Home Center	59345	09/04/2025	install water saver kit	150-05-51-52093	117.25
Falls City Mercantile	246423	09/04/2025	toilet tissue	150-05-51-52330	163.67
Falls City Mercantile	246527	09/04/2025	supplies	150-05-51-52330	499.30
Pest Control Services of SE NE	INV08481	09/04/2025	service	150-05-51-52199	50.00
Scheitel Feed & Seed	08057	09/04/2025	fertilizer	150-05-51-52429	24.00
CORRIN SUDWEEKS	08-2025-001050	09/04/2025	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Doug Butrick	08-2025-001051	09/04/2025	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Blake Marion	08-2025-001052	09/04/2025	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Michael Loper	08-2025-001064	09/04/2025	Rental AddOn Payment for Ca	150-05-51-21600	50.00
Fund 150 - Parks Total:					30,213.42

Fund: 151 - Auditorim

Engineered Controls	181553	09/04/2025	Repairs AC	151-05-51-52093	786.00
Farm & City Supply	029972	09/04/2025	mulch	151-05-51-52429	15.56
Farm & City Supply	030239	09/04/2025	odor neutbead frshcotton	151-05-51-52429	8.59
Farm & City Supply	030239	09/04/2025	led a19 e26 60w dl 4pk	151-05-51-52429	6.99
Farm & City Supply	030239	09/04/2025	baking soda clnr 14oz	151-05-51-52429	1.79
Farm & City Supply	030239	09/04/2025	duct tape black 10yd	151-05-51-52429	7.99
Farm & City Supply	030239	09/04/2025	lysol	151-05-51-52429	7.99
Farm & City Supply	030346	09/04/2025	ben int sat prl 1x 1g	151-05-51-52429	53.99
Farm & City Supply	030358	09/04/2025	ace foam rlr 6x1/4 5pk	151-05-51-52429	10.99
Farm & City Supply	030358	09/04/2025	sandspong asst ace 3pk	151-05-51-52429	7.99
Pest Control Services of SE NE	INV08481	09/04/2025	service	151-05-51-52199	50.00
Farm & City Supply	030474	09/04/2025	ace best roller m 9x1/4"	151-05-51-52429	11.18
Racy Hullman	INV08484	09/04/2025	refund - calendly & fan	151-05-51-52429	144.00
Fund 151 - Auditorim Total:					1,113.06

Fund: 160 - Tree Board

Grimms Gardens	inv/2025/02631	09/04/2025	tree removal	160-06-00-52093	5,325.00
Fund 160 - Tree Board Total:					5,325.00

Fund: 170 - Library

Amazon Capital Services	13lm-kc44-4rjw	09/04/2025	dvd cases	170-05-52-52429	39.55
Amazon Capital Services	13lm-kc44-4rjw	09/04/2025	dvd case	170-05-52-52429	24.70
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	macrame rope	170-05-52-52935	16.98
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	self adhesive cork pads	170-05-52-52935	12.99
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	first aid antiseptic	170-05-52-52935	3.49
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	acrylic paint	170-05-52-52935	3.48

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	scissors	170-05-52-52935	25.92
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	hot glue sticks	170-05-52-52935	39.99
Amazon Capital Services	1k6x-fd14-4pcy	09/04/2025	wood coasters	170-05-52-52935	38.99
The Library Store	749428	09/04/2025	Muzo K-seat stacking chair-18	170-05-52-52429	3,681.83
Wiltse Electric	9201	09/04/2025	repair can lights	170-05-52-52093	100.00
Electronic Contracting Compa	75744	09/04/2025	fixed: callbill-fixed	170-05-52-52199	402.15
Pest Control Services of SE NE	INV08482	09/04/2025	service library	170-05-52-52198	50.00
Humanities Nebraska	INV08483	09/04/2025	public program - jeff barnes	170-05-52-52198	75.00
Fund 170 - Library Total:					4,515.07
Fund: 180 - Cemetery					
Paul D Platter	067709	09/04/2025	Pumped Septic Tank	180-05-53-52019	350.00
Fund 180 - Cemetery Total:					350.00
Fund: 190 - Streets					
Windsock Ag Services LLC	1202	09/04/2025	range star 2x2.5 gal (vd)	190-03-31-52300	108.25
Barco Municipal Products Inc	in-252530	09/04/2025	pavement ends sign	190-03-31-52417	139.90
Barco Municipal Products Inc	in-252530	09/04/2025	no parking here to corner sign	190-03-31-52417	136.43
Barco Municipal Products Inc	in-252530	09/04/2025	no parking school days sign	190-03-31-52417	107.70
Barco Municipal Products Inc	in-252530	09/04/2025	stop ahead sign	190-03-31-52417	97.90
Fund 190 - Streets Total:					590.18
Fund: 195 - Mechanic Shop					
Falls City Auto Supply	79084	09/04/2025	interstate battery	195-03-66-52330	165.82
Falls City Auto Supply	79099	09/04/2025	oil chg	195-03-66-52330	7.04
Falls City Auto Supply	79099	09/04/2025	freon	195-03-66-52330	19.98
Aftec Industries, Inc.	13115819	09/04/2025	cap screw; hex flange	195-03-66-52330	34.10
Moridge Mfg. Inc.	207717	09/04/2025	un half shaft-rectangular	195-03-66-52330	133.55
Moridge Mfg. Inc.	207717	09/04/2025	tool-radiator cleanout	195-03-66-52330	74.06
Falls City Auto Supply	79130	09/04/2025	wiper	195-03-66-52330	8.78
Falls City Auto Supply	79146	09/04/2025	filters	195-03-66-52330	7.84
Falls City Auto Supply	79146	09/04/2025	filter	195-03-66-52330	15.92
Hydraulic Equipment Service	00088557	09/04/2025	pin-jack	195-03-66-52330	288.39
Hydraulic Equipment Service	00088557	09/04/2025	snap ring	195-03-66-52330	6.80
Hydraulic Equipment Service	00088557	09/04/2025	seal kit	195-03-66-52330	134.39
O'Reilly Automotive Inc	5895-237280	09/04/2025	brake hones	195-03-66-52429	19.99
Falls City Auto Supply	79201	09/04/2025	clamp	195-03-66-52330	6.50
Falls City Auto Supply	79216	09/04/2025	stone set	195-03-66-52429	6.22
Falls City Auto Supply	79270	09/04/2025	connector	195-03-66-52330	9.35
Farm & City Supply	030527	09/04/2025	aaa batteries	195-03-66-52429	15.99
Hullman's Ford Lincoln, Inc.	117461	09/04/2025	motorcraft sae	195-03-66-52330	88.89
Hullman's Ford Lincoln, Inc.	117464	09/04/2025	circuit breaker	195-03-66-52330	3.63
Falls City Auto Supply	79310	09/04/2025	powerated fhp me	195-03-66-52330	15.99
Falls City Auto Supply	79339	09/04/2025	filter	195-03-66-52330	8.20
Fund 195 - Mechanic Shop Total:					1,071.43
Fund: 205 - Dispatching					
Wolfe Printing	4685	09/04/2025	toner	205-02-24-52429	54.89
Fund 205 - Dispatching Total:					54.89
Fund: 281 - Sidewalk Improvement Program					
Timothy Burton	INV08490	09/04/2025	Sidewalk Improvement	281-06-23-52901	1,360.00
Fund 281 - Sidewalk Improvement Program Total:					1,360.00
Fund: 600 - Electric					
McMaster-Carr	47386448	09/04/2025	air-release valve	600-07-62-52429	113.34
Healy Law Offices, LLC	22949	09/04/2025	Legal-Transmission Project	600-07-00-52109	787.50
Woods Aitken LLP	098091534	09/04/2025	CWA CBA Negotiations	600-07-00-52109	72.80
Merz Ink	102026	09/04/2025	8x8in breaker signs	600-07-62-52429	60.00
Farmers Repair & Machine Sh	71552	09/04/2025	3IN X 3IN X 3/16IN ANGLE ST	600-07-62-52429	61.49
Amazon Capital Services	1Q1F-N91D-RQH4	09/04/2025	CABLE MARKER ZIP TIES 9" 10	600-07-61-52429	347.99
Farmers Repair & Machine Sh	71561	09/04/2025	LABOR: DRILL & TAP HOLES O	600-07-62-52429	48.38
American National Bank	CM0000088	07/25/2025	HSA	600-07-00-21151	-1,075.00
American National Bank	INV08504	07/25/2025	HSA	600-07-00-21151	1,075.00

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American National Bank	INV08507	07/25/2025	HSA	600-07-00-21151	1,000.00
American National Bank	INV08508	07/25/2025	HSA	600-07-00-21151	250.00
JK Energy Consulting LLC	2476	09/04/2025	Fixed Fee Service	600-07-00-52199	2,200.00
Wesco Distribution	609133	09/04/2025	High Voltage Glove	600-07-61-52429	30.10
Wesco Distribution	609133	09/04/2025	High Voltage Glove	600-07-61-52429	30.10
Farm & City Supply	029725	09/04/2025	SFCONTRACTOR 3/4 IN 50FT	600-07-62-52420	59.11
Farm & City Supply	029739	09/04/2025	OSC BLD SL CBD 3-1/8"	600-07-62-52420	35.46
Farm & City Supply	029739	09/04/2025	OSC UF JAPAN 1-3/8" 3PK	600-07-62-52420	40.84
Farm & City Supply	029769	09/04/2025	PEX CLAMP-BY DEPT	600-07-62-52429	2.14
Farm & City Supply	029769	09/04/2025	PIPE PEX 3/4 X 5 WHITE	600-07-62-52429	9.66
Farm & City Supply	029769	09/04/2025	PEX ADAPTER 3/4 B 3/4 MPT	600-07-62-52429	7.08
Farm & City Supply	029777	09/04/2025	L-SHAPED BOTTOM WHT 36"	600-07-62-52420	16.11
Farm & City Supply	029777	09/04/2025	CM STAPLER LIGHT DUTY	600-07-62-52420	12.89
Farm & City Supply	029777	09/04/2025	STAPLE JT-5/16" PK1000	600-07-62-52420	8.16
Farm & City Supply	029777	09/04/2025	SCREEN FIBER 32"X100' CH	600-07-62-52420	6.39
Farm & City Supply	029777	09/04/2025	SPONGE RUBBER TAPE 10'	600-07-62-52420	25.78
Home Lumber Company	349288	09/04/2025	1X2"X8' FURRING STRIP	600-07-62-52420	6.74
Home Lumber Company	349288	09/04/2025	2" REISSER DECK SCREW	600-07-62-52420	14.77
Farm & City Supply	029845	09/04/2025	2" X 25' RATCHET STRAP 4000	600-07-62-52420	103.16
Farm & City Supply	029845	09/04/2025	M18 CRDLS JOBSIT FAN 18"	600-07-62-52420	268.74
Farm & City Supply	029845	09/04/2025	FILM POLY CLR4MIL 4X50'	600-07-62-52420	21.49
Quill Corporation	045104142	09/04/2025	7 X 0.13 LIME GREEN RUBBER	600-07-62-52372	5.39
Farm & City Supply	029906	09/04/2025	COUPLE BLACK STL 1"	600-07-61-52429	21.25
Farm & City Supply	029906	09/04/2025	COUPLE 1" GALV STL CTN PK	600-07-61-52429	89.75
Farm & City Supply	029906	09/04/2025	1" SET SCREW COUPLING	600-07-61-52429	9.00
Falls City Mercantile	246426 A	09/04/2025	Brown Multifold Paper Towel	600-07-62-52429	45.56
Falls City Mercantile	246426 A	09/04/2025	Multifold Towel Dispenser Bl	600-07-62-52429	46.06
Falls City Mercantile	246426 A	09/04/2025	Urinal Block Cherry	600-07-62-52429	16.15
Nebraska City Utilities	2745	09/04/2025	Labor Electric	600-07-62-52094	952.80
Nebraska City Utilities	2745	09/04/2025	Truck Mileage	600-07-62-52094	158.48
O'Reilly Automotive Inc	5895-236910	09/04/2025	Hi-Pwr Belt	600-07-62-52429	12.27
General Fund	INV08485	09/04/2025	2025.07.31 PILOT	600-07-00-52187	56,569.38
Farm & City Supply	030034	09/04/2025	BOLT CUTTER 24" ACE	600-07-61-52935	41.92
Farm & City Supply	030034	09/04/2025	FOLDING PKCT KNIFE 7.75"	600-07-61-52935	20.41
McMaster-Carr	49738306	09/04/2025	Eyeless Round Sling, 5ft long	600-07-62-52429	31.19
McMaster-Carr	49738306	09/04/2025	Nylon Web Sling, 3ft long	600-07-62-52429	58.67
McMaster-Carr	49738306	09/04/2025	Galvanized Steel Screw-Pin Sh	600-07-62-52429	68.65
McMaster-Carr	49738306	09/04/2025	Galvanized Steel Screw-Pin Sh	600-07-62-52429	93.00
McMaster-Carr	49738306	09/04/2025	Nylon Web Sling, 2ft long	600-07-62-52429	27.60
McMaster-Carr	49738306	09/04/2025	Eyeless Round Sling, 3ft long	600-07-62-52429	21.94
Farm & City Supply	030235	09/04/2025	POLYCUT 28-2	600-07-61-52935	40.85
Farm & City Supply	030235	09/04/2025	1/4 DR #27 TORX BIT SOCKET	600-07-61-52935	5.69
Farm & City Supply	030235	09/04/2025	RNDUP WD GRS KILL 0.5GL	600-07-61-52935	59.11
Quill Corporation	045181271	09/04/2025	1/3 - CUT LETTER SIZE FOLDE	600-07-61-52372	5.73
Wolfes Printing	4719	09/04/2025	Avery 8371 blank business car	600-07-61-52372	20.43
Farm & City Supply	030313	09/04/2025	DRAIN BLADDER BLK 4-6"	600-07-62-52420	24.71
Farm & City Supply	030317	09/04/2025	DRAIN INSIDE FIT PVC 3"	600-07-62-52429	4.93
Farm & City Supply	030317	09/04/2025	DRAIN INSIDE FIT PVC 4"	600-07-62-52429	5.37
Farm & City Supply	030334	09/04/2025	SEALANT ORNG PLYRTN 12OZ	600-07-62-52429	386.74
Farm & City Supply	030522	09/04/2025	Battery Alkaline AAA16pk	600-07-62-52429	19.49
Farm & City Supply	030525	09/04/2025	Credit: Wrong Account	600-07-62-52429	-19.49
Dollar General Store	164409	08/07/2025	INDIVIDUAL HAND SOAP (X20	600-07-00-10500	6.99
Dollar General Store	164409	08/07/2025	Clorox Wipes (X205)	600-07-00-10500	13.98
Dollar General Store	164409	08/07/2025	handsoap refill (X203)	600-07-00-10500	20.16
Dollar General Store	164409	08/07/2025	PAPER TOWELS-REG MERC#2	600-07-00-10500	6.40
Dollar General Store	164409	08/07/2025	Pinesol (X208)	600-07-00-10500	25.80
Dollar General Store	164409	08/07/2025	Disinfectant Spray (X213)	600-07-00-10500	27.40
Dollar General Store	164409	08/07/2025	Dawn Dish Soap (X211)	600-07-00-10500	25.15
Omaha Public Power District (UFALL10-AUG-25	09/04/2025	182.0 MWh's NC2 Participatio	600-07-00-52303	42,790.75
Farm & City Supply	030648	09/04/2025	CM 3-IN-1 LWN BLADE 21"	600-07-62-52420	34.39

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Jeo Consulting Group Inc	163560	09/04/2025	2021 Electrical Distribution Sy	600-07-00-52197	17,607.18
UTILITIES SECTION	6936	09/04/2025	Membership Dues- Sep 1, 202	600-07-00-51302	755.50
American National Bank	CM0000089	08/08/2025	HSA	600-07-00-21151	-442.30
American National Bank	CM0000090	08/08/2025	HSA	600-07-00-21151	-325.00
American National Bank	CM0000091	08/08/2025	HSA	600-07-00-21151	-1,000.00
American National Bank	INV08505	08/08/2025	HSA	600-07-00-21151	442.30
FARABEE MECHANICAL	08122025-04	09/04/2025	Service	600-07-62-52429	823.33
H-O-H WATER TECHNOLOGY, I	708359	09/04/2025	TE137-H Can Solution, 60ml	600-07-62-52429	220.59
Olsson Associates	547466	09/04/2025	Power Plant Engineering	600-07-00-52197	5,500.00
N & N	86-878	09/04/2025	25 yard roll off	600-07-61-52085	975.00
ECHO ELECTRIC SUPPLY	5011340476.001	08/19/2025	2 1/2" SDR 13.5 HDPE D2500	600-07-61-53550	2,612.25
North American Electric Relia	10001102	09/04/2025	Assessment	600-07-00-52199	1,002.98
Wesco Distribution	620639	08/19/2025	strandvise Reliable 5152 (E11	600-07-00-10500	1,376.00
Wesco Distribution	620640	08/19/2025	Wesco Nordic basement GS69	600-07-61-53550	2,773.50
Wesco Distribution	620641	08/19/2025	3M cold shrink #8453	600-07-61-53550	2,128.50
SUNBELT SOLOMON SERVICES	410938	08/26/2025	150 KVA 3-ph pad 13800/797	600-07-00-10500	8,487.13
Wesco Distribution	621514	08/20/2025	ball clevis DN14	600-07-61-52420	17.74
Wesco Distribution	621514	08/20/2025	universal stringing blcok DNC	600-07-61-52420	107.50
Wesco Distribution	621514	08/20/2025	Strap Hoist CM344DC	600-07-61-52420	1,612.50
Husker Electric Supply	71097	08/20/2025	2 1/2" PVC conduit (E1216)	600-07-00-10500	318.18
Border States	930979544	08/26/2025	Salisbury glove kit size 10	600-07-61-53250	342.05
Border States	930979544	08/26/2025	Salisbury line hose OR150-6S-	600-07-61-53250	2,653.01
Border States	930979544	08/26/2025	Hastings #6790 ammeter	600-07-61-53250	1,880.71
Border States	930979544	08/26/2025	Salisbury size 9 glove kit	600-07-61-53250	342.04
Border States	930979544	08/26/2025	Hastings telepole HS-HV-312	600-07-61-53250	535.50
Border States	930979563	08/26/2025	Burndy Fastap UCT32RSHN (6	600-07-00-10500	201.89
Border States	930979584	08/26/2025	2 1/2" 90 deg 48" long sweep	600-07-00-10500	34.45
American National Bank	CM0000092	08/22/2025	HSA	600-07-00-21151	-250.00
American National Bank	INV08506	08/22/2025	HSA	600-07-00-21151	325.00
Farris Engineering	25217	09/04/2025	On-Call Advisory Services Fro	600-07-00-52197	3,700.00
Fund 600 - Electric Total:					162,191.80

Fund: 610 - Water

Concrete Industries, Inc	IJ735124	09/04/2025	concrete	610-07-67-52094	1,105.44
Concrete Industries, Inc	IJ735124	09/04/2025	IJ735125: Concrete W 11th &	610-07-67-52094	1,353.88
Concrete Industries, Inc	IJ735124	09/04/2025	IJ735555: Concrete W 12th &	610-07-67-52094	1,353.88
Concrete Industries, Inc	IJ735124	09/04/2025	IJ735367: Concrete W 14th &	610-07-67-52094	2,842.81
Farm & City Supply	029544	09/04/2025	1/2" 90D LQD-TIGHT CONN	610-07-65-52429	21.25
Farm & City Supply	029645	09/04/2025	1/2 X 120" 100R2 UNIV.	610-07-65-52015	145.09
Farm & City Supply	029645	09/04/2025	1 OMJ- 8FP ADAPTER	610-07-65-52015	38.66
Farm & City Supply	029646	09/04/2025	SCREWS	610-07-65-52429	13.96
JK Energy Consulting LLC	2476	09/04/2025	Fixed Fee Service	610-07-65-52199	2,200.00
Farmers Repair & Machine Sh	71569	09/04/2025	3/16IN X 3/4IN FLAT STRIP ST	610-07-65-52429	8.25
Farm & City Supply	029896	09/04/2025	1/2 X 120" 100R2 UNIV.	610-07-65-52015	48.36
Quill Corporation	045104142	09/04/2025	7 X 0.13 LIME GREEN RUBBER	610-07-65-52372	5.40
Farm & City Supply	029932	09/04/2025	8 MP- 8FPX90 ADAPTER SWIV	610-07-65-52015	32.22
General Fund	INV08486	09/04/2025	2025.07.31 PILOT	610-07-65-52187	4,048.00
Utility Service Co Inc	631206	09/04/2025	Tank inspection	610-07-65-52199	7,699.92
Quill Corporation	045181271	09/04/2025	1/3 - CUT LETTER SIZE FOLDE	610-07-65-52372	5.74
Edwards Chemicals	207730	09/04/2025	Hydrofluosilicic Acid & FSC Fu	610-07-65-52300	381.50
Dutton-Lainson Co	917083-1	08/19/2025	6" x 6" x 6" MJ tee (W1509.5)	610-07-00-10500	192.00
Dutton-Lainson Co	917083-1	08/19/2025	3/4" MIPT x 3/4" barb (PTM-1	610-07-00-10500	18.10
Dutton-Lainson Co	917083-1	08/19/2025	6" MJ BOLT ACCESS PK (W170	610-07-00-10500	287.98
Farm & City Supply	030614	09/04/2025	SCREWDRIVER 11-IN-1	610-07-65-52429	32.23
Farm & City Supply	030614	09/04/2025	PADLOCK STL DBL 1-1/2"	610-07-65-52429	21.49
Harmon's OK Tire	66648	09/04/2025	Service: Vehicle/Equipment re	610-07-65-52015	301.54
UTILITIES SECTION	6936	09/04/2025	Membership Dues- Sep 1, 202	610-07-65-51302	755.50
Mississippi Lime Co	CD119866	09/04/2025	Quicklime	610-07-65-52300	10,417.72
Farm & City Supply	030716	09/04/2025	1/2" 3H 1G BOX GRY	610-07-65-52429	7.08
Farm & City Supply	030716	09/04/2025	1/2" CORD GRIP CONN	610-07-65-52429	6.44
Farm & City Supply	030716	09/04/2025	PLUG GROUND PVC 15A	610-07-65-52429	5.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	030716	09/04/2025	1G BLANK CVR GRY	610-07-65-52429	2.78
Farm & City Supply	030716	09/04/2025	NIPPLE BLACK 1/2"XCLOSE	610-07-65-52429	2.57
Nebraska Public Health Enviro	593999	09/04/2025	Service	610-07-65-52198	870.00
Core & Main LP	X343430	08/19/2025	Valve Corp Stop 2" CC X CTS P	610-07-00-10500	733.91
Core & Main LP	X343430	08/19/2025	2" ball curb stop FIPT B11-777	610-07-00-10500	745.43
Core & Main LP	X343430	08/19/2025	4" x 30" full circle clamp all SS	610-07-00-10500	379.49
Core & Main LP	X436237	09/04/2025	IPEARL 1 25' 3W PE 100CF 4W	610-07-00-10500	137.98
Core & Main LP	X524484	08/26/2025	bolts	610-07-65-52094	18.74
Core & Main LP	X524484	08/26/2025	2" flange kit	610-07-65-52094	59.32
Municipal Supply, Inc of Oma	0951948-IN	09/04/2025	5/8" x 2-1/2" Zinc Hex Bolt	610-07-65-52429	40.61
NDEE - PUBLIC WATER OPERA	INV08496	08/26/2025	Water Operator License	610-07-65-51310	28.75
Fund 610 - Water Total:					36,369.39

Fund: 620 - Gas

Complete Fusion	1116	09/04/2025	Welder Certification	620-07-63-51310	300.00
Concrete Industries, Inc	IJ734396	09/04/2025	concrete	620-07-63-53550	2,067.50
JK Energy Consulting LLC	2476	09/04/2025	Fixed Fee Service	620-07-63-52199	2,200.00
Quill Corporation	045104142	09/04/2025	7 X 0.13 LIME GREEN RUBBER	620-07-63-52372	5.40
Industrial Sales Company Inc	1202139-000	09/04/2025	GF MSA-3X0 Calibration Proce	620-07-63-52096	534.30
General Fund	INV08485	09/04/2025	2025.07.31 PILOT	620-07-63-52187	6,440.14
Farm & City Supply	030012	09/04/2025	GRADE 5 BOLTS, NUTS, WASH	620-07-63-52429	0.09
Farm & City Supply	030012	09/04/2025	SCREWS	620-07-63-52429	4.08
Farm & City Supply	030012	09/04/2025	HAMMR DRL BT SDS+ 1/4X6"	620-07-63-52429	8.16
Farm & City Supply	030012	09/04/2025	MAG NUT DR 7/16X2-9/16" S	620-07-63-52429	8.16
Farm & City Supply	030092	09/04/2025	LEVEL TORPEDO 9" 3 VIAL AC	620-07-63-52429	9.66
Farm & City Supply	030092	09/04/2025	LEVEL TORPEDO 9" 3 VIAL AC	620-07-63-52429	9.67
Farm & City Supply	030092	09/04/2025	RAKE BOW FIBER 16CT ACE	620-07-63-52429	32.24
Quill Corporation	045181271	09/04/2025	1/3 - CUT LETTER SIZE FOLDE	620-07-63-52372	5.74
Farmers Repair & Machine Sh	71594	09/04/2025	2IN SCHEDULE 40 PIPE 10FT	620-07-63-52094	103.20
Farm & City Supply	030469	09/04/2025	Y PVC 4X4X4 HXHXH	620-07-63-52429	31.16
Farm & City Supply	030469	09/04/2025	Plug Cleanout PVC DWV 4"	620-07-63-52429	9.23
Farm & City Supply	030469	09/04/2025	Elbow 45 PVC DWV 4" Street	620-07-63-52429	13.96
Farm & City Supply	030469	09/04/2025	Adapter C/O PVC 4" SPGXFPT	620-07-63-52429	19.34
Farm & City Supply	030469	09/04/2025	Pipe PVC DWV 4" X 10' SCH40	620-07-63-52429	70.94
Farm & City Supply	030471	09/04/2025	Adapter PVC DWV 4" HXFPT	620-07-63-52429	13.96
UTILITIES SECTION	6936	09/04/2025	Membership Dues- Sep 1, 202	620-07-63-51302	755.50
Home Lumber Company	349519	09/04/2025	24"x12' Sono Form Tube	620-07-63-52429	235.43
Dutton-Lainson Co	917333-1	08/19/2025	Elbow 1 1/4" X 1" Blk 90 deg	620-07-63-10500	40.62
Dutton-Lainson Co	917333-1	08/19/2025	Coupling 2 x 1 1/4" Blk RED (G	620-07-63-10500	31.07
Dutton-Lainson Co	917333-1	08/19/2025	Nipple 2" x 4" Blk (G4064)	620-07-63-10500	17.68
Dutton-Lainson Co	917333-1	08/19/2025	Coupling 1 1/4" Blk (G4072)	620-07-63-10500	14.78
Dutton-Lainson Co	917333-1	08/19/2025	Nipple 2" x3" Blk (G4063)	620-07-63-10500	14.62
Dutton-Lainson Co	917333-1	08/19/2025	Elbow 1" 90 deg Blk (G4013)	620-07-63-10500	96.97
Dutton-Lainson Co	917333-1	08/19/2025	elbow 1" 90 deg Blk Street (G	620-07-63-10500	13.87
Dutton-Lainson Co	917333-1	08/19/2025	nipple 1" x 2" Blk (G4029)	620-07-63-10500	12.90
Dutton-Lainson Co	917333-1	08/19/2025	Nipple 2" x Close Blk (G4062)	620-07-63-10500	12.74
Dutton-Lainson Co	917333-1	08/19/2025	Plug - 1" Blk screwed (G4009)	620-07-63-10500	10.97
Dutton-Lainson Co	917333-1	08/19/2025	Nipple 1" x 4" Blk (G4033)	620-07-63-10500	41.01
Border States	930927742	08/25/2025	17# magns anodes w/10' #12	620-07-63-10500	676.54
Border States	930927742	08/25/2025	gasket 1" 20LT swivel (G4311)	620-07-63-10500	166.63
Border States	930935125	08/19/2025	1 1/4" IPS x 1/2" CTS tap tee B	620-07-63-10500	339.06
Industrial Sales Company Inc	1202649-000	08/19/2025	Gas valve 1 1/4" 100# JOMAR	620-07-63-10500	424.60
Industrial Sales Company Inc	1201549-000	08/20/2025	1" CTS EFV EP 800 (Perfect #5	620-07-63-10500	1,429.21
Industrial Sales Company Inc	1203202-000	08/25/2025	valve box top and bottom Pen	620-07-63-10500	452.77
Industrial Sales Company Inc	1203202-000 a	08/25/2025	valve box ring Pentek (G4131)	620-07-63-10500	349.61
Border States	930979574	08/26/2025	Nipple 1" x 7 1/2" Blk (G4038.	620-07-63-10500	33.54
Border States	930979574	08/26/2025	Drycon connector #90120 (G4	620-07-63-10500	1,648.66
NMC Inc	INV08498	09/04/2025	Gas Dept rental - cat 303.5 mi	620-07-63-52175	6,600.00
Fund 620 - Gas Total:					25,305.71

Fund: 630 - Wastewater

USA Bluebook	00778045	09/04/2025	Lead Free Pressure Gauge	630-07-64-52096	84.78
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Expense Approval Report

Payment Dates: 9/4/2025 - 9/4/2025

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Farm & City Supply	029621	09/04/2025	5.2OZ HP ULTRA SILVER SYNT	630-07-64-52420	27.00
Kawres	22286	09/04/2025	HP 72 Matte Black Ink Cartrid	630-07-64-52429	122.00
Kawres	22286	09/04/2025	HP 72 Yellow Ink Cartridge	630-07-64-52429	122.00
JK Energy Consulting LLC	2476	09/04/2025	Fixed Fee Service	630-07-64-52199	2,200.00
Quill Corportation	045104142	09/04/2025	7 X 0.13 LIME GREEN RUBBER	630-07-64-52372	5.40
Quill Corportation	045181271	09/04/2025	1/3 - CUT LETTER SIZE FOLDE	630-07-64-52372	5.74
Midwest Laboratories, Inc	1246558	09/04/2025	Chemicals- Lab Service	630-07-64-52199	514.14
Brown County Transfer	157731	09/04/2025	WASTE	630-07-64-52085	303.75
UTILITIES SECTION	6936	09/04/2025	Membership Dues- Sep 1, 202	630-07-64-51302	755.50
Brown County Transfer	158181	09/04/2025	WASTE	630-07-64-52085	225.00
				Fund 630 - Wastewater Total:	4,365.31
				Grand Total:	312,019.22

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - General	22,252.87	0.00
110 - Police	971.27	0.00
115 - Animal Control	49.64	0.00
120 - Fire	15,920.18	0.00
150 - Parks	30,213.42	0.00
151 - Auditorim	1,113.06	0.00
160 - Tree Board	5,325.00	0.00
170 - Library	4,515.07	0.00
180 - Cemetery	350.00	0.00
190 - Streets	590.18	0.00
195 - Mechanic Shop	1,071.43	0.00
205 - Dispatching	54.89	0.00
281 - Sidewalk Improvement Program	1,360.00	0.00
600 - Electric	162,191.80	0.00
610 - Water	36,369.39	0.00
620 - Gas	25,305.71	0.00
630 - Wastewater	4,365.31	0.00
Grand Total:	312,019.22	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-01-00-21151	Payroll Deductions Paya	-200.00	0.00
100-01-11-51302	Associations Dues	8,716.00	0.00
100-01-11-52109	Legal Expense	213.00	0.00
100-01-11-52199	Other Contractual Servic	50.00	0.00
100-01-11-52372	Office Supplies	83.66	0.00
100-01-11-52429	Supplies & Materials	54.96	0.00
100-06-11-46550	Miscellaneous	10.00	0.00
100-06-11-52172	Payments to Other Agen	13,325.25	0.00
110-02-21-51310	Training, Meetings & Co	403.20	0.00
110-02-21-52014	Vehicle/Equipment Main	159.00	0.00
110-02-21-52109	Legal Expense	35.50	0.00
110-02-21-52118	Printing Expense	242.01	0.00
110-02-21-52333	Uniforms/Safety Supplie	131.56	0.00
115-02-23-52020	Electric Expense	41.65	0.00
115-02-23-52429	Supplies & Materials	7.99	0.00
120-02-22-52014	Vehicle/Equipment Main	4,901.99	0.00
120-02-22-52015	Vehicle/Equipment Repa	11,018.19	0.00
150-05-51-21600	Deposits Payable	200.00	0.00
150-05-51-52014	Vehicle/Equipment Main	16.99	0.00
150-05-51-52093	Building/Grounds Maint	117.25	0.00
150-05-51-52198	Other Professional Servi	25,000.00	0.00
150-05-51-52199	Other Contractual Servic	50.00	0.00
150-05-51-52300	Chemical	1,693.40	0.00
150-05-51-52330	Merchandise for Resale	2,667.46	0.00
150-05-51-52429	Supplies & Materials	468.32	0.00
151-05-51-52093	Building/Grounds Maint	786.00	0.00
151-05-51-52199	Other Contractual Servic	50.00	0.00
151-05-51-52429	Supplies & Materials	277.06	0.00
160-06-00-52093	Tree Care & Maintenanc	5,325.00	0.00
170-05-52-52093	Building/Grounds Maint	100.00	0.00
170-05-52-52198	Other Professional Servi	125.00	0.00
170-05-52-52199	Other Contractual Servic	402.15	0.00
170-05-52-52429	Supplies & Materials	3,746.08	0.00
170-05-52-52935	Other Supplies	141.84	0.00
180-05-53-52019	Water/Sewer Expense	350.00	0.00
190-03-31-52300	Chemicals	108.25	0.00

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
190-03-31-52417	Signs & Posts	481.93	0.00
195-03-66-52330	Merchandise for Resale	1,029.23	0.00
195-03-66-52429	Supplies & Materials	42.20	0.00
205-02-24-52429	Supplies & Materials	54.89	0.00
281-06-23-52901	Grants Issued	1,360.00	0.00
600-07-00-10500	Inventory-Electric Gener	10,543.53	0.00
600-07-00-21151	Payroll Deductions Paya	0.00	0.00
600-07-00-51302	Association Dues	755.50	0.00
600-07-00-52109	Legal Expense	860.30	0.00
600-07-00-52187	PILOT Expense	56,569.38	0.00
600-07-00-52197	Engineering Expense	26,807.18	0.00
600-07-00-52199	Other Contractual Servic	3,202.98	0.00
600-07-00-52303	Commodity Purchase for	42,790.75	0.00
600-07-61-52085	Refuse/Recycling	975.00	0.00
600-07-61-52372	Office Supplies	26.16	0.00
600-07-61-52420	Small Equipment	1,737.74	0.00
600-07-61-52429	Supplies & Materials	528.19	0.00
600-07-61-52935	Other Supplies	167.98	0.00
600-07-61-53250	Other Capital Equipment	5,753.31	0.00
600-07-61-53550	Utility Systems & Structu	7,514.25	0.00
600-07-62-52094	Infrastructure Maintena	1,111.28	0.00
600-07-62-52372	Office Supplies	5.39	0.00
600-07-62-52420	Small Equipment	678.74	0.00
600-07-62-52429	Supplies & Materials	2,164.14	0.00
610-07-00-10500	Inventory-Water	2,494.89	0.00
610-07-65-51302	Association Dues	755.50	0.00
610-07-65-51310	Training, Meetings & Co	28.75	0.00
610-07-65-52015	Vehicle/Equipment Repa	565.87	0.00
610-07-65-52094	Infrastructure Maintena	78.06	0.00
610-07-65-52187	Excise Tax Expense	4,048.00	0.00
610-07-65-52198	Other Professional Servi	870.00	0.00
610-07-65-52199	Other Contractual Servic	9,899.92	0.00
610-07-65-52300	Chemicals	10,799.22	0.00
610-07-65-52372	Office Supplies	11.14	0.00
610-07-65-52429	Supplies & Materials	162.03	0.00
610-07-67-52094	Infrastructure Maintena	6,656.01	0.00
620-07-63-10500	Inventory-Gas	5,827.85	0.00
620-07-63-51302	Association Dues	755.50	0.00
620-07-63-51310	Training, Meetings & Co	300.00	0.00
620-07-63-52094	Infrastructure Maintena	103.20	0.00
620-07-63-52096	Operational Equipment	534.30	0.00
620-07-63-52175	Rents & Leases-Equipme	6,600.00	0.00
620-07-63-52187	PILOT Expense	6,440.14	0.00
620-07-63-52199	Other Contractual Servic	2,200.00	0.00
620-07-63-52372	Office Supplies	11.14	0.00
620-07-63-52429	Supplies & Materials	466.08	0.00
620-07-63-53550	Utility Systems & Structu	2,067.50	0.00
630-07-64-51302	Association Dues	755.50	0.00
630-07-64-52085	Refuse/Recycling	528.75	0.00
630-07-64-52096	Operational Equipment	84.78	0.00
630-07-64-52199	Other Contractual Servic	2,714.14	0.00
630-07-64-52372	Office Supplies	11.14	0.00
630-07-64-52420	Small Equipment	27.00	0.00
630-07-64-52429	Supplies & Materials	244.00	0.00
Grand Total:		312,019.22	0.00

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	255,621.23	0.00
21100152197	17,607.18	0.00
21-1001-All Depts	7,514.25	0.00
24100753550	2,067.50	0.00
24-1011-52198	25,000.00	0.00
25300252300	1,541.60	0.00
25300252330	2,667.46	0.00
Grand Total:	312,019.22	0.00



RESOLUTION NO. _____

A RESOLUTION ESTABLISHING PERMIT APPLICATION PROCEDURES, INSPECTION PROTOCOL, AND RELATED ADMINISTRATIVE PROCEDURES FOR THE KEEPING OF CHICKEN HENS PURSUANT TO ORDINANCE NO. 2025-106

WHEREAS, the City of Falls City, Nebraska, has adopted revisions to Chapter 6 of the Falls City Municipal Code establishing revised requirements for the keeping of fowl, defined as chickens, ducks, geese, turkeys, pigeons, pheasants, quail, partridge, guineas, or other domesticated or wild birds, within the City limits; and

WHEREAS, these revisions include updated facility standards, maximum number of chicken hen and/or bantam hen ("hens") allowances, permit requirements, and inspection provisions to ensure the health, safety, and welfare of residents; prohibition of roosters and all other fowl with exception of hens; and

WHEREAS, it is necessary for the City to establish administrative procedures for the application, inspection, and issuance of permits for the keeping of chickens in accordance with the adopted ordinance revisions.

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

1. The City shall require any person seeking to keep chickens within the corporate limits to submit a Chicken Permit Application to the City Clerk's Office. The application shall include the following:
 - a. Name and address of applicant;
 - b. Number of chicken hens and bantam hens to be kept is a total of ten (10), persons may have 10 hens or 10 bantam hens or a combination of both but no more than ten (10) total;
 - c. Description or site plan showing the location and dimensions of the proposed or existing coop and enclosed run;
 - d. Statement of method in which offal, manure and waste material accumulating from such fowl will be sanitarily disposed of; and
 - e. Payment of an initial application fee for the permit shall be twenty dollars (\$20.00). Renewal permit fee shall be ten dollars (\$10.00) annually.
2. Site Inspection Protocol: Prior to issuance of a permit, the city building/code enforcement shall conduct a site inspection to determine whether the facilities meet the minimum requirements for enclosure size, sanitation, and containment as provided in §6-206 of the Falls City Municipal Code.
3. The City Clerk or designee shall maintain records of all applications, inspections, and approved permits.

4. Any property that maintains chicken hens and bantam hens as of the effective date of Ordinance No. 2025-106 shall apply for a permit and bring its facilities into full compliance with the revised code provisions no later than December 31, 2025. Failure to comply shall result in fines and removal of the fowl.

PASSED AND APPROVED this 3rd day of September, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor



Chicken Hen Permit Application

This application is required under Falls City Ordinance No. 2025-106. No person may keep or maintain chicken hens within the city limits without an approved permit. A maximum of ten (10) hens is allowed per permit. Roosters are prohibited.

Applicant Information

Name: _____

Mailing Address: _____

Phone Number: _____

Property Information

Legal Description of Property: _____

Number of Hens (Maximum 10): _____

Enclosure/Coop Plan

Description or site plan showing the location and dimensions of the proposed or existing coop and enclosed run:

Waste Disposal Plan

Describe how manure and waste will be disposed of sanitarly:

Compliance Statement

I hereby certify that I will comply with all requirements of Ordinance 2025-106, including coop construction, rear yard placement, and setbacks.

Signature of Applicant: _____ Date: _____

Application Fee: \$20 (non-refundable)

For Office Use Only

Date Received: _____

Fee Collected: \$20 Receipt #: _____

Council Hearing Date: _____

Council Action: ☐ Approved ☐ Denied

Building/Code Site & Enclosure Inspection: ☐ Complaint ☐ Non-Compliant

Permit #: _____ Expiration: _____



Chicken Hen Permit Renewal Application

This renewal form must be submitted annually by March 31 with the required fee. Please note any interested party may file objections to the renewal of said permit, in which event the City Council shall hold a hearing to review the objections

Permit Holder Information

Name: _____

Mailing Address: _____

Phone Number: _____

Current Permit #: _____

Renewal Certification

I certify that I continue to comply with Ordinance 2025-106 requirements, and that no roosters are kept on the property.

Signature of Applicant: _____ Date: _____

Renewal Fee: \$10 (non-refundable)

Chicken Hen Permit Renewal - For Office Use Only

Date Received: _____

Fee Collected: \$10 Receipt #: _____

Renewal Processed By: _____

Permit #: _____ Expiration: _____

Notes: _____



Nebraska Liquor Control

301 Centennial Mall
South - 1st Floor PO
Box 95046 Lincoln
NE 68508

Application Copy

File Number: 118105

LICENSE TYPE

Class C Beer, Wine, Spirits On
and Off Sale

APPLICATION DATE RECEIVED

2025-08-07

SECONDARY LICENSE(S)

NAME

DESCRIPTION

Catering (Secondary License)

Catering - This is a secondary license that allows a licensee to submit an application for a Special Designated License event without an additional fee. Locations not permanently licensed can have 12 events per year.

LICENSEE

BRANDON Dean BROWN

LICENSEE TYPE

Individual

BIRTHDATE

1971-05-06

GENDER

Male

SPOUSE

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 363-9641

ALTERNATE PHONE

FAX

EMAIL

brandonbrownelectric@gmail.com

CORRESPONDENCE ADDRESS

923 West 21st Street
falls city Ne 68355

MAILING ADDRESS

923 West 21st Street
falls city ne 68355

PHYSICAL ADDRESS

1821 Stone Street
Falls city ne 68355

Temporary Operating Permit

LICENSE

License 101666 (Active) - Class C Beer, Wine, Spirits On and Off Sale (Nov 01, 2024 - Oct 31, 2025)
WOULD EYE (Eric D Froeschl)

MARITAL STATUS

Single

MANAGED BY AGENT

No

PREMISES TYPE

Sports Bar

PREMISES NAME

Would Eye Sports Bar and Grill

OPERATOR

Brandon D Brown

CORPORATE LIMIT DESIGNATION

Inside

LEASE OR OWN

Own

PHYSICAL ADDRESS

1821 Stone Street
Falls city ne 68355

MAILING ADDRESS

923 West 21st Street
falls city ne 68355

CONTACT NAME

Brandon Brown

PREFERRED CONTACT METHOD

Email

CONTACT PHONE

(402) 363-9641

ALTERNATE PHONE

FAX

EMAIL

brandonbrownelectric@gmail.com

PREMISES MANAGER

Brandon Brown

PREMISES MANAGER EMAIL

brandonbrownelectric@gmail.com

QUESTIONS

Class C Beer, Wine, Spirits On a

1. READ CAREFULLY. ANSWER COMPLETELY AND ACCURATELY
§53-125(5)

Has any officer, member, owner, or manager named in this application; or their spouse, EVER been convicted of or plead guilty to any charge?

Charge means any charge alleging a felony, misdemeanor, violation of a federal or state law; a violation of a local law, ordinance or resolution.

List the nature of the charge, where the charge occurred and the year (& month if known) of the conviction or plea. This question includes traffic violations other than speeding. PLEASE NOTE:

NOTIFICATION IS REQUIRED TO THE LIQUOR COMMISSION IF ANY ARRESTS OR CONVICTIONS OCCUR AFTER THE SUBMISSION OF THIS APPLICATION.

Yes

(document uploaded)

2. What are the building dimensions: Enter length and width in feet separated by a comma (i.e. L20, W15) *Not square feet*

A simple sketch of the area to be licensed will be required to be uploaded in the Documents Section.. Include the length x width, direction of NORTH and number of floors of the building. (NO BLUEPRINTS)

l55,w48

3. Is there an outdoor area?

*Permanent fence or barrier is required for outdoor areas. Please contact the local governing body for other requirements regarding fencing.

Yes

l50,w26

4. Will a basement be used for alcoholic storage or sale?

Yes

w15,l15

5. How many floors of the building? (excluding basement) Please indicate which floors will be included in the liquor license.

street level

6. Is premises to be licensed within 150 feet of a church, school, hospital, home for indigent persons or for veterans, their wives, and children?

No

7. Is premises to be licensed within 300 feet of a college campus or university?

No

8. Are you acquiring any alcohol prior to obtaining this liquor license? If you are purchasing a business with a current license; this includes alcohol purchased as part of a business purchase agreement.

Yes

(document uploaded)

9. What date do you intend to open for business?

currently open

10 What are the anticipated hours of operation?

10am - 11pm sun-thu

10am - 1am fri-sat

11 Are you borrowing any money from any source, including family or friends, to establish and/or operate the business?

Yes

Empower Retirement 401k loan

12 Will any person or entity, other than the applicant, be entitled to a share of the profits of this business?

No

13 Is anyone listed on this application a law enforcement officer?

No

14 What is the primary bank and/or financial institution to be utilized by the business AND list the individual(s) who are authorized to write checks and/or withdrawals on accounts at this institution.

Frontier Bank Falls City NE

Brandon D Brown

15 Do you have prior experience or training in selling, serving or managing alcohol sales?

Yes

Pizza hut manager

Brewskys lincoln

16 Are all individuals named in this application as a part of the ownership and/or manager over 21 years of age?

Yes

17 Do you intend to sell cocktails to go as allowed under Neb Rev. Statute 53-123.04(4)?

Yes

18 Do you intend to allow drive through services (curb side pick up) allowed under Neb Rev. Statute 53-178.01(2)

No

19 List all past and present liquor licenses held in Nebraska or any other state by any person named in this application. List the license holder name, location of license, and license number (if available). Also list reason for termination of license(s) previously held.

none

20 Has the premises location been previously licensed within the last 2 years?

Yes

21 Are you applying for a Temporary Operating Permit?

Yes

(document uploaded)

22 Is your lease or deed for the premises to be licensed in the name of the applicant, i.e., the LLC, Corporation or Individual. If you own the property in your personal name, but are applying as a LLC or Corporation, you will need to lease the property to your LLC or Corporation.

Yes

23 If applying as a LLC or Corporation; is your LLC or Corporation active with the Nebraska Secretary of State? (Please mark yes if applying as an individual or partnership)

Yes

24 Per Nebraska Revised Statute 53-103.18 - Manager, defined: Manager means a person appointed by a corporation or limited liability company to oversee the daily operation of the business licensed in Nebraska. A manager shall meet all the requirements of the Nebraska Liquor Control Act as though he or she were the applicant, including residency.

What is the premises manager's name?

Brandon D Brown

25 What is the manager's address?

923 West 21st street
falls city ne 68355

26 What is the manager's phone number?

402-363-9641

27 What county is the manager registered to vote in?

The manager must be a resident of the state of Nebraska. If the manager is not registered to vote they can complete their voter registration here - <https://www.nebraska.gov/apps-sos-voter-registration/>

Richardson county

28 What is the manager's email address? An email will be sent to them to obtain their personal information.

brandonbrownelectric@gmail.com

29 Is the manager married?

No

Secondary License: Catering (Secondary License)

1. Do you intend to apply for multiple Special Designated License this calendar year where you will be serving and/or selling alcohol off your licensed premises? With the Catering Secondary license you will be able to apply for SDLs without an additional fee.

No

DOCUMENTS

TYPE	FILE NAME	DESCRIPTION
Alcohol Inventory	alcohol inventory 1.pdf	
Business Plan	business plan 1.pdf	
Explanation of Convictions/Guilty Pleas	convictions 1.pdf	
Lease / Deed / Purchase Agreement	purchase agreement 1.pdf	
Premises Description & Diagram	premises description 1.pdf	
Privacy Act Statement	privacy act 1.pdf	
Temporary Operating Permit (TOP)	temp operating permit 1.pdf	

APPLICANT

Brandon Brown

DECLARATION

☒ I (We) the applicant(s) agree and consent

By checking the box next to "I (We) the applicant(s) agree and consent", the applicant(s) hereby consent(s) to an investigation of background and release present and future records of every kind and description including, but not limited to, police records, tax records, bank or lending institution records, and corporate records. I consent to the release of any documents supporting any declarations made in this application and agree to provide any documents supporting these declarations to the Nebraska Liquor Control Commission (NLCC) or the Nebraska State Patrol (NSP) immediately upon demand. I agree to provide any record needed in furtherance of any investigation related to this application immediately upon demand to the NLCC or the NSP. I waive any right or cause of action that I may have against the NLCC, the NSP, or any other individual or entity disclosing or releasing any investigatory or supporting records related to this application or the review of this application.

I acknowledge that false information submitted in this application is grounds for denial of a license. Any license issued based on the information submitted in this application is subject to additional conditions, cancellation, revocation, or suspension if the information contained herein is incomplete, inaccurate, or fraudulent. I acknowledge that any changes to the information contained in this application must be reported to the NLCC. I acknowledge the review of this application will involve a criminal record check of all owners, partners, managers, officers and stockholders or members owning 25% interest in the applying entity and their spouses. Any license granted by the NLCC is subject to the provisions of the Nebraska Liquor Control Act and the Rules & Regulations of the NLCC, and that failure to comply with these provisions and rules may subject the license to suspension, cancellations, or revocation. I acknowledge that a licensee must keep complete, accurate, and separate records and that a licensee's records and books are subject to inspection by the NLCC. NLCC auditors and law enforcement officers are authorized to enter and inspect the licensed premises at any time to determine whether any provision of the Act, rule or regulation, or ordinance has been or is being violated. I acknowledge that it is the licensee's responsibility to comply with the provisions of the Nebraska Liquor Control Act and the Commission's rules and regulations.

If I am an individual applicant, I will supervise in person the management and operation of the business and operate the business authorized by the license for myself and not as an agency for any other person or entity. If I am a corporate applicant, I will ensure that an approved manager will supervise in person the management and operation of the business. If I am a partnership applicant, I will ensure one partner supervises the management and operation of the business.

I will operate the licensed business in compliance with all applicable laws, rules and regulations, and ordinances and to cooperate fully with any authorized agent of the NLCC.

I declare under penalty of perjury that I have read the contents of this application and, to the best of my knowledge, believe all statements made in this application are true, correct, and complete.

Applicant Notification and Record Challenge: An applicant's fingerprints will be used to check the criminal history records of the FBI. The applicant may complete or challenge the accuracy of the information contained in the FBI Identification Record. The procedures for obtaining a change, correction, or updating an FBI identification record are set forth in 28 CFR 16.34.



RESOLUTION NO. _____

**SETTING THE FINAL ALLOCATION OF LEVY AUTHORITY FOR THE FALLS CITY AIRPORT
AUTHORITY FOR FISCAL YEAR 2025-2026**

WHEREAS, the City of Falls City, is a city of the second class and, pursuant to Neb. Rev. Stat. § 77-1633, the governing body of a city of the second class has the authority and responsibility to allocate and certify to political subdivisions the final tax levy authority for property tax purposes; and

WHEREAS, pursuant to Neb. Rev. Stat. § 77-3443(2)(b) and (c), certain political subdivisions, including airport authorities, may be allocated up to five cents (\$0.05) per one hundred dollars of taxable valuation by the city for their use; and

WHEREAS, the Falls City Airport Authority has submitted its request for levy authority for the 2025-2026 fiscal year, and the City Council has determined that such levy authority shall be set at 0.047355; and

WHEREAS, no other political subdivisions under the City of Falls City's levy allocation authority have submitted preliminary requests for levy authority for the 2025-2026 fiscal year.

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

1. The City Council hereby sets the final allocation of levy authority for the Falls City Airport Authority at 0.047355 for fiscal year 2025-2026, in accordance with Neb. Rev. Stat. §§ 77-1633 and 77-3443(2).
2. The City Clerk is hereby directed to certify a copy of this Resolution to the Falls City Airport Authority and to make such certifications as may otherwise be required by law.

PASSED AND APPROVED this 3rd day of September, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor

Falls City Airport Authority in Richardson County

To Assist the County For Levy Setting Purposes

Documentation of Transfers:

(Only complete if there are transfers noted on Page 2, Column 2)

The Cover Page identifies the Property Tax Request between Principal & Interest on Bonds and All Other Purposes. If your political subdivision needs more of a breakdown for levy setting purposes, complete the section below.

Please explain what fund the monies were transferred from, what fund they were transferred to, and the reason for the transfer.

Property Tax Request by Fund:	Transfer From:	Transfer To:
General Fund	Amount:	
Sinking Fund	Reason:	
Bond Fund	Amount:	
	Transfer From:	Transfer To:
Total Tax Request	Amount:	
** This Amount should agree to the Total Personal and Real Property Tax Required on the Cover Page (Page 1).		
	Reason:	

Township Property Taxes

If this is a Township Subdivision budget form, the amount of property taxes shown above and on the front cover may not represent the amount the Township will receive. Statute 39-1522 outlines that one-half of all money collected from the township levy on property within the corporate limits of a city or village shall be paid to the treasurer of the city or village to be used for the maintenance and repairs of the streets.

Township should take this into consideration when determining property tax amount to be budgeted.

Township Total Valuation	210,094,061
City/Village Valuation included in Township Valuation	
General Fund Tax Rate	0.047355
Township Taxes within City/Village	-
50% of Township Taxes within City/Village	-
Projected Township Taxes to be collected	99,489.80

Note: Township would need to verify with County Assessor the amount of City / Village valuation included within the Township Total Valuation. This calculation is only shown here as information for the Township to help determine the amount of property taxes needed to operate. **IT SHOULD NOT BE USED BY THE COUNTY FOR LEVY SETTING PURPOSES.**

Cash Reserve Fund

Statute 13-503 says cash reserve means funds required for the period before revenue would become available for expenditure but shall not include funds held in any special reserve fund. If the cash reserve on Page 2 exceeds 50%, you can list below amounts being held in a special reserve fund.

Special Reserve Fund Name	Amount
Capital Improvement Sinking	80,000.00
Total Special Reserve Funds	80,000.00
Total Cash Reserve	\$ 137,333.31
Remaining Cash Reserve	\$ 57,333.31
Remaining Cash Reserve %	48%



Memorandum of Understanding

Falls City Delivery Point

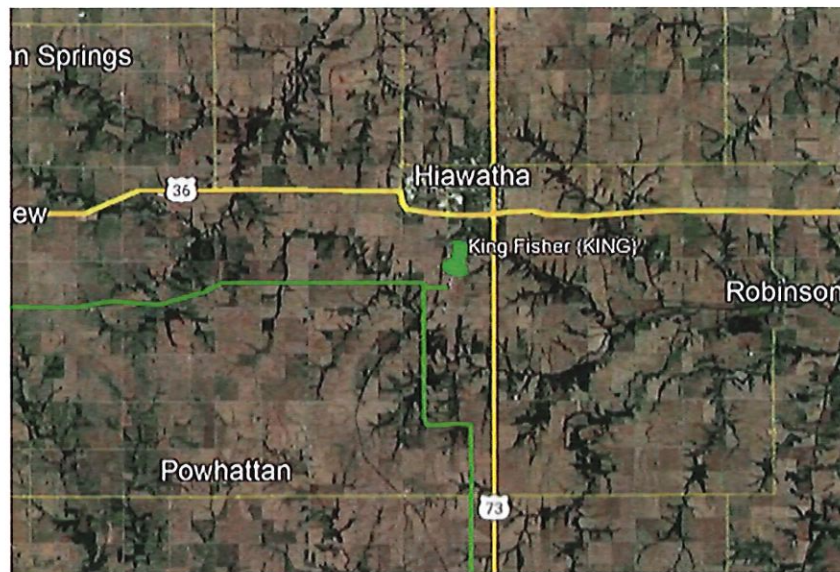
August 27, 2025

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Executive Summary

The City of Falls City, NE (“Falls City”) requested Evergy evaluate a new delivery point from the existing Evergy Kansas Central, Inc. (“Evergy”) King Fisher 115kV substation. Any delivery point addition must be submitted to Southwest Power Pool (SPP) and evaluated through the process laid out in Attachment AQ of their Open Access Transmission Tariff. Based on the results of Evergy’s preliminary study, up to approximately 50 MWs of load at the new delivery point does not cause any adverse impact on the Evergy transmission system. This document constitutes a Memorandum of Understanding (MOU) regarding the agreements and understandings amongst the parties detailed herein.



Location of the New Delivery Point

Background

Falls City contacted Evergy to inquire about the feasibility of adding a new delivery point from the Evergy territory with additional capacity beyond what is currently served at their existing delivery point in Nebraska. Evergy performed a preliminary evaluation to determine the available capacity prior to encountering any system limits, which occurred at approximately 50 MW. The load was assumed to be fed radially out of the existing King Fisher 115kV substation. The amount of available capacity and determination of any required Network Upgrades will ultimately be determined by SPP through their Attachment AQ study process.

The Project

The purpose of this MOU is to begin developing an executable Delivery Point Facilities Agreement (“DPFA”) that will include scope of work necessary to add a delivery point at the existing King Fisher 115kV substation (the “Project”). The scope of work will include a list of necessary Network Upgrades and Interconnection Facilities for the Project, Falls City’s cost responsibility, and potential timelines for completion.

Preliminary discussions have included Evergy adding a line terminal at the King Fisher 115kV substation and Falls City constructing a 115kV line to the substation. Details will be determined through discussions under this MOU. While the load is initially contemplated as being fed radially, a future looped feed is anticipated to enhance system reliability for Falls City. Falls City is responsible for notifying SPP and completing any necessary studies prior to looping in their system.

Each Party shall be responsible for all of its costs and expenses associated with its evaluation of the Project and the estimation of the costs and services for the Project pursuant to this MOU, including without limitation the performance of its obligations under this MOU and drafting and negotiating the DPFA; *provided, however*, if for any reason Falls City decides to not pursue the Project before the execution of the DPFA, Falls City shall reimburse Evergy for any and all costs incurred by Evergy, which shall include both 1) internal costs, and 2) expenses paid to third parties (e.g. consultants, accountants, attorneys, etc.), associated with the evaluation of the Project, estimation of costs and services for the Project, design of facilities for the Project, and negotiation of the DPFA for the Project (“Development Costs”). Should Evergy expect to incur total Development Costs that are likely to exceed \$15,000 on or before July 1, 2026 (“Development Costs Notice Threshold”) before the DPFA is executed, in order to assist Falls City in the tracking of these Evergy Development Costs for the Project, Evergy will make reasonable efforts to provide written notification to Falls City when Evergy estimates that the Project Development Costs will exceed the Development Cost Notice Threshold, which written notice shall include a brief, non-binding, summary of estimated Development Costs incurred to date and the additional Development Costs expenses that Evergy estimates it could incur above the Development Cost Notice Threshold on or before July 1, 2026. Evergy shall evidence and support any Development Costs with appropriate documentation, including payment receipts and detailed invoices. Falls City shall remit

payment to Evergy within thirty (30) days' notice of Evergy's notifying Falls City of a full accounting of Development Costs.

This MOU may be amended with project details at a later date once scoping is complete.

This MOU will expire upon execution of the DPFA or upon written notice from Evergy or Falls City electing to terminate the MOU.

Points of Contact

The following are the points of contact for this MOU:

Evergy Kansas Central, Inc.:

Name: Cindy Broxterman

Title: Sr. Project Manager

Email: cindy.broxterman@evergy.com

City of Falls City, NE:

Name: Anthony Nussbaum

Title: City Administrator

Email: a.nussbaum@fallscityne.us

Name: Trevor Campbell

Title: Utility Superintendent

Email: t.campbell@fallscityne.us

**Memorandum of Understanding is Accepted and Agreed
to by:**

City of Falls City, NE:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Evergy Kansas Central, Inc.:

Signature: _____

Print Name: _____

Title: _____

Date: _____

SECOND AMENDMENT TO COMMUNICATIONS SITE LEASE AGREEMENT

This Second Amendment to Communications Site Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between City of Falls City, NE ("**Landlord**") and Cellco Partnership d/b/a Verizon Wireless ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated November 1, 2007 (the "**Original Lease**"), as amended by that certain First Amendment to Lease Agreement dated April 17, 2017 (the "**First Amendment**") (as the same may have been amended, collectively, the "**Lease**"), pursuant to which Tenant leases a portion of real property owned by Landlord (such real property, the "**Parent Parcel**") and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such leasehold and easement rights and interests, collectively, the "**Leased Premises**"); and

WHEREAS, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

WHEREAS, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

WHEREAS, Landlord and Tenant desire to amend the terms of the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Memorandum of Lease.** Landlord hereby agrees to execute and return to Tenant an original recordable Memorandum of Lease in the form and of the substance attached hereto as **Exhibit A** and by this reference made a part hereof (the "**Memorandum**"), together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.
2. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Five Thousand and No/100 Dollars (\$5,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: : (a) Tenant's receipt of this Amendment and the Memorandum executed by Landlord, on or before September 30, 2025; (b) Tenant's completion of its due diligence, including verification of Landlord's ownership; and (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein. The one-time payment shall be paid to, and all taxable income shall be reported by, **City of Falls City, NE**.
3. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or

ATC Site No: 419465

VZW Site No: 229363

Site Name: NE10_Falls City-Downtown NE

any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "*Offer*"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.

4. **Notices.** The Parties acknowledge and agree that Section 17 of the Original Lease and Section 6 of the First Amendment are hereby deleted in their entirety and are of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 2307 Barada Street, Falls City, NE 68355; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
5. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

LANDLORD:

City of Falls City, NE,

Signature: _____

Print Name: _____

Title: Authorized Signatory

Date: _____

[SIGNATURES CONTINUE ON NEXT PAGE]

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability company

Title: Attorney-in-Fact

Signature: _____

Print Name: _____

Title: _____

Date: _____

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXHIBIT A

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alyssa DeSimone, Esq.
ATC Site No: 419465
ATC Site Name: NE10_Falls City-Downtown NE
Assessor's Parcel No(s): 74-0071173

Prior Recorded Lease Reference:

Book 72, Page 481
State of Nebraska
County of Richardson

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 202____ by and between **City of Falls City, NE (Landlord)** and **Cellco Partnership d/b/a Verizon Wireless ("Tenant")**.

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Communications Site Lease Agreement dated November 1, 2007 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

October 31, 2067. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

4. **Right of First Refusal.** There is a right of first refusal in the Lease.
5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 2307 Barada Street, Falls City, NE 68355; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, and also with copy to: Attn.: Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

WITNESS

City of Falls City, NE,

Signature: _____

Print Name: _____

Title: Authorized Signatory

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, Authorized Signatory, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

Cellco Partnership d/b/a Verizon Wireless

By: ATC Sequoia LLC, a Delaware limited liability
company
Title: Attorney-in-Fact

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 202____, before me, _____
the undersigned Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity
upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below.

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

All that certain tract, lot or parcel of land lying and being situated in Richardson County, Nebraska being more particularly described as follows:

All of Block Forty-one (41), Hutchings and Mausts Addition to the City of Falls City.

Parcel ID#: 740071173

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers') existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

PART OF BLOCK FORTY-ONE (41), HUTCHINGS AND MAUSTS ADDITION TO THE CITY OF FALLS CITY, NEBRASKA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CHISELED "X" AT THE SOUTHWEST CORNER OF BLOCK FORTY (40) IN SAID HUTCHINS AND MAUSTS ADDITION; THENCE S89°59'45"W ALONG THE SOUTH LINE OF SAID BLOCK FORTY-ONE ONE (41), A DISTANCE OF 185.53 FEET; THENCE N00°00'15"W, A DISTANCE OF 14.72 FEET TO THE POINT OF BEGINNING; THENCE S89°53'44"W, A DISTANCE OF 70.00 FEET; THENCE N00°15'38"E, A DISTANCE OF 45.00 FEET; THENCE S89°59'45"E, A DISTANCE OF 70.00 FEET; THENCE S00°15'38"W, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 3,155 SQUARE FEET, MORE OR LESS.

EXHIBIT A
(Continued)

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well as that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way, including, but not limited to:

ACCESS

~~AN ACCESS AND UTILITY EASEMENT OVER AND ACROSS PART OF BLOCK FORTY-ONE (41), HUTCHINGS AND MAUSTS ADDITION TO THE CITY OF FALLS CITY, NEBRASKA, BEING 15 FEET IN WIDTH, 7.6 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:~~

~~COMMENCING AT THE NORTHWEST CORNER OF THE LEASE SITE; THENCE S89°59'48"E ALONG THE NORTH LINE OF SAID LEASE SITE, A DISTANCE OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE N00°00'15"E, A DISTANCE OF 21.72 FEET; THENCE N23°41'38"W, A DISTANCE OF 33.76 FEET; THENCE S79°22'42"W, A DISTANCE OF 62.90 FEET TO A POINT ON THE WEST LINE OF SAID BLOCK FORTY-ONE (41) AND THE POINT OF TERMINATION.~~

UTILITY

~~A UTILITY EASEMENT OVER AND ACROSS PART OF BLOCK FORTY-ONE (41), HUTCHINGS AND MAUSTS ADDITION TO THE CITY OF FALLS CITY, NEBRASKA, BEING 5 FEET IN WIDTH, 2.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:~~

~~COMMENCING AT THE NORTHEAST CORNER OF THE LEASE SITE; THENCE N89°59'45"W ALONG THE NORTH LINE OF SAID LEASE SITE, A DISTANCE OF 3.27 FEET TO THE POINT OF BEGINNING; THENCE N39°52'10"E, A DISTANCE OF 58.74 FEET TO THE POINT OF TERMINATION.~~

TOGETHER WITH:

~~A UTILITY EASEMENT OVER AND ACROSS PART OF BLOCK FORTY-ONE (41), HUTCHINGS AND MAUSTS ADDITION TO THE CITY OF FALLS CITY, NEBRASKA, BEING 5 FEET IN WIDTH, 2.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE:~~

~~COMMENCING AT THE SOUTHEAST CORNER OF THE LEASE SITE; THENCE S89°53'44"W ALONG THE SOUTH LINE OF SAID LEASE SITE, A DISTANCE OF 2.50 FEET TO THE POINT OF BEGINNING; THENCE S00°00'08"E, A DISTANCE OF 12.22 FEET TO A POINT 2.50 FEET NORTH OF THE SOUTH LINE OF SAID BLOCK FORTY-ONE (41); THENCE N89°59'32"E 2.5 NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF BLOCK FORTY-ONE (41), A DISTANCE OF 71.77 FEET TO THE POINT OF TERMINATION.~~

Instructions for completing the Resolution and Consent Affidavit

****IMPORTANT INFORMATION BELOW****

In order to avoid delays in the completion of this transaction, the Resolution and Consent Affidavit must be signed by **ALL** Members, Partners, Directors, Shareholders, Officers or Trustees of the organization. Section 6 of this form allows for the organization to appoint one person to sign the remaining documents but **ONE HUNDRED PERCENT (100%)** of the ownership or voting interest of the organization must sign this first. Failure to comply with these instructions or properly indicate the percentage of ownership and/or voting interest will result in delays and could require the documents to be re-executed. If you have any questions, please contact your land lease representative.

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Alyssa DeSimone, Esq.
ATC Site No: 419465
ATC Site Name: NE10_Falls City-Downtown NE
Assessor's Parcel No(s): 74-0071173

RESOLUTION AND CONSENT AFFIDAVIT

City of Falls City, NE

Be it known that, under the pains and penalties of perjury, the undersigned Members, Partners, Directors, Shareholders, Officers or Trustees, as applicable (collectively, the "***Affiants***") of the above referenced entity (the "***Landlord***"), hereby declare and resolve the following:

1. Landlord (or its predecessor-in-interest) has leased or subleased a portion of land to **Cellco Partnership d/b/a Verizon Wireless** (the "***Tenant***") under a Communications Site Lease Agreement originally dated November 1, 2007 (as the same may have been amended, renewed, extended, restated or otherwise modified, collectively, the "***Lease***").
2. Landlord and Tenant desire to enter into an amendment of the Lease (the "***Amendment***") in order to extend the term thereof and to further amend the Lease as more particularly set forth in the Amendment, a copy of which is attached hereto as **Exhibit A** and by this reference made a part hereof.
3. Landlord is duly organized, validly existing, and in good standing in the jurisdiction of its formation, organization, and/or incorporation, as applicable, and is otherwise authorized to transact business and in good standing in any other jurisdictions where such qualifications are required. Landlord has full power and authority to enter into and perform Landlord's obligations under the Amendment and the other Transaction Documents (as hereinafter defined), and the Amendment and the other Transaction Documents have been duly executed and delivered by Landlord. The Affiants listed below are the only legal and equitable owners of Landlord and are the only members, partners, directors, shareholders, officers and/or trustees, as applicable, of Landlord.
4. The Affiants hereby approve of the Transaction Documents and all of the terms and provisions contained therein and declare, resolve and/or affirm, as applicable, that Landlord is hereby authorized to enter into the Transaction Documents with Tenant and effect the transactions contemplated therein. The Affiants hereby declare and affirm that any other corporate and shareholder, member, partner, and/or trustee actions required to effectuate the transactions

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

contemplated in the Amendment and other Transaction Documents have been completed.

5. The Affiants also declare that they have full legal authority to bind Landlord under the laws of the State or Commonwealth in which the Leased Premises (as defined in the Amendment) is located, and Affiants have the full authority to execute any and all of the Transaction Documents on behalf of Landlord and to nominate individuals to act on Landlord's behalf.
6. The Affiants hereby nominate the below listed individual (the "**Nominee**") as attorney-in-fact to execute and deliver the Amendment, together with any other documents and agreements, including, without limitation, the Memorandum (as defined in the Amendment), required to be executed and delivered pursuant to the terms and provisions of the Amendment (the Amendment and all of such other aforementioned agreements and documents, collectively, the "**Transaction Documents**"), on behalf of Affiants and Landlord. The Nominee shall have full power and authority to act on behalf of the Affiants and on behalf of Landlord for purposes of executing and delivering the Transaction Documents and ensuring that Landlord fulfills its obligations thereunder. Additionally, the Nominee shall have full authority to direct the manner in which all payments made by Tenant pursuant to the Amendment are to be made to Landlord, including, without limitation, identifying which bank account(s) to transfer funds to in the event a wire payment is made by Tenant.

NOMINEE:	(Print Name)	
	(Address)	

7. This Resolution and Consent Affidavit shall become effective as of the date of the last notarized signature of the Affiants listed below.
8. The Affiants hereby acknowledge and agree that Tenant, its lenders, and its title insurance company are relying upon, and are entitled to rely upon, this Resolution and Consent Affidavit and the contents hereof as a material inducement to entering into the Amendment and other Transaction Documents. Tenant, its lenders, and its title insurance company may rely upon a faxed, scanned or otherwise electronically reproduced fully-executed copy of this document as if it were an original.
9. This document can only be amended or modified by addendum or an amendment that is fully executed and notarized by all Affiants listed hereunder.

[SIGNATURE AND NOTARY PAGES TO FOLLOW]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 1

WITNESS

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 2

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 3

WITNESS

Signature: _____

Print Name: _____

Date: _____

Signature: _____

Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 4

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 5

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202__, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE

EXECUTED UNDER THE PAINS AND PENALTIES OF PERJURY ON THE DATE WRITTEN BELOW

AFFIANT NO. 6

WITNESS

Signature: _____
Print Name: _____
Date: _____

Signature: _____
Print Name: _____

Title: (circle one) Member, Partner, Director, Shareholder, Officer, Trustee

Percentage Ownership or Voting Interest: _____%

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 202____, before me, the undersigned Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

ATC Site No: 419465
VZW Site No: 229363
Site Name: NE10_Falls City-Downtown NE



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF FALLS CITY, NEBRASKA, APPROVING AND AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE ALIVER FOUNDATION FOR THE DONATION AND INSTALLATION OF AN AUTOMATED EXTERNAL DEFIBRILLATOR (AED) AND ENCLOSURE AT GRANDVIEW PARK

WHEREAS, The Aliver Foundation, a New Jersey nonprofit corporation, has selected Falls City, Nebraska, to receive a donation consisting of one (1) samaritan® PAD 350P AED unit, response kit, signage, and one (1) CE-TEK 4000 All Weather AED Enclosure; and

WHEREAS, the donation, valued at approximately \$2,480, is intended to support public health and safety by ensuring 24/7 community access to lifesaving defibrillation equipment; and

WHEREAS, the Memorandum of Understanding outlines the responsibilities of Falls City, NE, including installation of the device within 10 business days of receipt, coordination with 911 dispatch and first responders, hosting a community unveiling event, and providing a letter of receipt for compliance purposes; and

WHEREAS, the City Council finds that entering into this agreement is in the best interest of the community and promotes the health, safety, and welfare of its residents.

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

1. That the Mayor and/or City Administrator are hereby authorized to execute said Memorandum of Understanding and take any actions necessary to implement its terms.
2. That City staff is directed to coordinate the installation, compliance reporting, and community event as outlined in the agreement.
3. This resolution shall be in full force and effect upon its passage and approval.

PASSED AND APPROVED this 3rd day of September, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor

The Aliver Foundation:

Helping Hearts Since 2024



Community AED Enclosure and Device Donation Memorandum of Understanding Between **FALLS CITY, NE** and The Aliver Foundation, A NJ Nonprofit Corporation

Congratulations, your community, **FALLS CITY, NE**, has been selected to receive a lifesaving equipment donation, paid for by The Aliver Foundation, ordered from AED TEAM (equipment vendor) consisting of:

(1) samaritan® PAD 350P samaritan® PAD 350P (\$1,285 FMV)

Includes 1 Adult Pad-Pak, 1 Standard Carry Case, User Manual

(1) AED TEAM Response Kit

(1) AED Sign - Three Dimensional

(1) CE-TEK 4000 ALL WEATHER AED ENCLOSURE CE-TEK 4000 OUTDOOR AED ENCLOSURE (\$1,195 FMV)

The CE-TEK All Weather AED Enclosure protects AEDs from direct sunlight, cold temperatures, moisture, dust, tamper, and theft while ensuring 24/7 Public Access to Defibrillation. Manufactured in the UK from a durable polycarbonate, the CE-TEK All Weather AED Enclosure boasts an IP-66 rating against dust and water intrusion. A thermostat controlled heater inside the enclosure ensures that AED pads and emergency medication remain at safe operating temperatures regardless of the environment outside. To access lifesaving equipment, bystanders call 911 to receive the access code to open the enclosure.

As the recipient of this donation, **FALLS CITY, NE** agrees to the following:

- 1) Install the CE-TEK 4000 AED enclosure in **Grandview Park** no later than 10 business days after receiving the donated equipment following all instructions from the equipment vendor AED TEAM (hardwiring to an electrical source, following protocols to make 911 dispatch centers and **FALLS CITY, NE** first responders aware of the device location and access code, identifying who from your community will be responsible for testing the device on a monthly basis, budget for replacement pads/battery cartridge* every four years).
- 2) A one hour community unveiling event will take place on a mutually agreed upon date where the enclosure is installed. This event will be led by The Aliver Foundation and feature welcome remarks by the mayor or Township Manager, remarks by The Aliver Foundation, AED unveiling and photo op, and a CPR and AED demonstration (by **FALLS CITY, NE** first responders who are certified CPR instructors). A meet the first responders of **FALLS CITY, NE** component can be added to the end of the event. The Aliver Foundation will need a 6 foot table to display organization information on at the event. **FALLS CITY, NE**, their Police Department, their Fire Department, etc. will help promote the event for maximum community attendance on social and/or share The Aliver Foundation's posts.
- 3) Send The Aliver Foundation a letter of receipt for IRS compliance purposes no later than one month after the donated equipment is received by **FALLS CITY, NE**.

Notes: Per the equipment vendor AED TEAM: "The AED unit should be checked as per manufacturers specifications at least monthly to ensure the pads/battery are in date and the device has a green light. The pads/battery cartridge has a (4) year lifespan on it. The replacement cartridge cost is currently approximately \$250. If the AED device is used in a rescue, you can provide the data to the manufacturer, and they will give a replacement cartridge for free. Minimal maintenance is needed on the enclosures. Oiling the keypad once a year (more frequently in coastal areas) and cleaning off any dirt/debris from the enclosures. You can apply a coat of spray wax when cleaning them."

By signing this agreement and accepting this equipment donation, **FALLS CITY, NE** agrees to follow all protocols and instructions set by the equipment vendor AED Team, and hereby release and forever discharge and hold harmless The Aliver Foundation and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that arise or may hereafter arise from accepting this lifesaving equipment donation paid for by The Aliver Foundation. IT IS UNDERSTOOD THAT THIS DISCHARGES THE ALIVER FOUNDATION FROM ANY LIABILITY OR CLAIM AGAINST THE ALIVER FOUNDATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM THIS EQUIPMENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE ALIVER FOUNDATION OR ITS OFFICERS, BOARD OF DIRECTORS, ADVISORY COUNCIL, AMBASSADORS, OR AGENTS OR OTHERWISE. YOU ALSO UNDERSTANDS THAT THE ALIVER FOUNDATION DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE IN THE EVENT OF INJURY, ILLNESS OR DEATH.

Signature

Date

Jill A. Pall

Date

Founder & President, The Aliver Foundation

Print Name

Title



RESOLUTION NO. _____

AUTHORIZING THE SUBMISSION OF A RURAL WORKFORCE HOUSING FUND (RWHF) APPLICATION TO THE SOUTHEAST NEBRASKA AFFORDABLE HOUSING COUNCIL (SENAHC); AUTHORIZING THE EXECUTION OF PURCHASE AGREEMENTS FOR LAND UPON APPROVAL OF THE APPLICATION; APPROVING THE USE OF SENDD CONTRACTING AS GENERAL CONTRACTOR; AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ADDITIONAL DOCUMENTS RELATED TO THE PROJECT.

WHEREAS, the City of Falls City desires to submit an application to the Southeast Nebraska Affordable Housing Council (SENAHC) for Rural Workforce Housing Fund resources to support the development of a new single-family home at 606 Morehead Court; and

WHEREAS, the 1612 Fulton Street workforce housing project is near completion, and additional Rural Workforce Housing Fund resources are available to support a new project within Falls City; and

WHEREAS, the City of Falls City has identified SENDD Contracting as the general contractor for the project and intends to proceed with project construction contingent upon SENAHC approval; and

WHEREAS, the City of Falls City must demonstrate site control and intends to enter into purchase agreements for the project site upon approval of the application by SENAHC; and

WHEREAS, it is necessary to authorize the Mayor or his designee to execute all related documents to carry out the intent of this project, including loan agreements, purchase agreements, closing documents, construction contracts, and other project-related instruments.

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

1. The City of Falls City hereby authorizes the submission of a Rural Workforce Housing Fund application to the Southeast Nebraska Affordable Housing Council (SENAHC) for the development of a workforce housing project at 606 Morehead Court.
2. Upon approval of the application by SENAHC, the Mayor and/or his designee are hereby authorized to execute all necessary purchase agreements and closing documents to acquire the project site.
3. The use of SENDD Contracting as the general contractor for the construction of the project is hereby approved.
4. The Mayor or his designee is authorized to execute, on behalf of the City, any and all additional documents necessary to carry out the intent of this resolution and ensure the successful implementation of the project.

PASSED AND APPROVED this 3rd day of September, 2025.

ATTESTED TO:

CITY OF FALLS CITY

Clerk

Mayor



Rural Workforce Housing Fund DEVELOPER LOAN APPLICATION

INSTRUCTIONS

SERVING SOUTHEAST NEBRASKA

****PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PROCEEDING-
INCOMPLETE APPLICATIONS WILL BE RETURNED TO APPLICANTS****

Completed applications will be reviewed on an as needed basis following submission to the Rural Workforce Housing Fund review committee, who will make a recommendation (along with loan terms and provisions) to the Southeast Nebraska Affordable Housing Council Board, who will make a final approval or denial. A non-refundable application fee of 1.0% of the loan amount may be requested with the completed application. Submit only the completed and signed application forms and all required attachments. Incomplete applications will not be reviewed until all sections are complete and all required information is submitted. The SENAHC Board of Directors and RWHF Committee may waive specific requirements and/or forms.

The following items make up the application packet:

SECTION 1. Complete all sections regarding the applicants information including full legal name, address, Federal Employer Identification number, etc. Applications must be signed by an authorized representative of the business/entity applying for funds.

SECTION 2. Provide detailed information on the business's history, organization, the proposed project, the timeline for implementation, and project costs.

SECTION 3. A primary goal of the RWHF program is to increase affordable housing opportunities and stabilize existing availability of workforce housing in the region. Provide detailed information on the current housing market and projected results of the project, including projected resale value and number of units being developed.

SECTION 4. Provide detailed information on the budget for the project. Additional sheets may be attached if necessary. Include detailed information on the sources and terms of all funds in the project.

Applicants may propose specific loan terms (Section 4.3) on a RWHF loan, although the actual terms extended if a loan is approved may vary after review by the RWHF review committee and approval of the SENAHC Board of Directors.

SECTION 5. Provide information on all existing and proposed debts and collateral of the business or project, and describe the security being offered for the RWHF loan (i.e., 2nd Mortgage, 1st lien on business assets, etc.). Please note that the review committee may require alternate or additional security from that offered by the applicant.

SECTION 6. Complete and sign all required forms. Attach additional required and non-required items per instructions.

****APPLICATIONS WILL BE REVIEWED ON AN AS NEEDED BASIS. PLEASE CONTACT SENDD OR A RURAL
WORKFORCE HOUSING FUND COMMITTEE MEMBER FOR SUBMISSION DEADLINES.****

ELIGIBILITY: SENAHC Workforce Housing Loan Fund PROVIDES NONTRADITIONAL LOANS TO ASSIST WITH THE PRODUCTION OF WORKFORCE HOUSING. NO APPLICANT SHALL, ON THE GROUNDS OF RACE, COLOR, OR NATIONAL ORIGIN, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION IN ACCORDANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED. MHDF ALSO COMPLIES WITH TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, THE DRUG ABUSE OFFICE AND TREATMENT ACT OF 1972, THE COMPREHENSIVE ALCOHOL ABUSE AND ALCOHOLISM PREVENTION, TREATMENT AND REHABILITATION ACT OF 1970, SECTION 523 AND 527 OF THE PUBLIC HEALTH SERVICE ACT OF 1912 AND TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968.



7407 O St
Lincoln, NE 68510
(402) 475-2560 • FAX (402) 475-2794

FOR OFFICE USE ONLY

DATE RECEIVED: _____ STAFF: _____
COMMITTEE REVIEW: _____ BOARD: _____
PROJECT NUMBER: _____

Rural Workforce Housing Fund Application

PLEASE TYPE OR PRINT

SECTION 1. APPLICANT/DEVELOPER INFORMATION			
BORROWER NAME*	City of Falls City		
FED. ID #*	47-6006187		
ADDRESS*	2307 Barada Street		
CITY/STATE*	Falls City, NE	ZIP CODE*	68355
CONTACT PERSON*	Terry Manson	E-MAIL*	tmanson@sendd.org
PHONE*	402-475-2560	FAX	
I, the undersigned, hereby give permission to SENAHC to research the company's history, make personal credit checks for major shareholders, contact the company's financial institution(s), and perform any other related activities for the reasonable evaluation of this project and the financial information contained herein.			
TYPED NAME COMPANY OFFICER*	Mark Harkendorff, Mayor	DATE*	
SIGNATURE*			

**Indicates required information*

****APPLICATIONS WILL BE REVIEWED ON A QUARTERLY BASIS OR AS RECEIVED. PLEASE
CONTACT SENDD OR A RURAL WORKFORCE HOUSING FUND COMMITTEE MEMBER FOR
SUBMISSION DEADLINES.****

SECTION 2. DEVELOPER & PROJECT INFORMATION.**2.1 Developer/Project Information**

DEVELOPER NAME*	SENDD Contracting		
Owner of Project*	City of Falls City		
PROJECT ADDRESS*	606 Morehead Court		
CITY/STATE*	Falls City, NE	ZIP CODE*	68355

2.1 Provide a brief description of development history. (Attach photos/documentation if applicable)

The City of Falls City will be partnering with SENDD Contracting on this project. SENDD Contracting is a State-registered general contractor that is comprised of the Southeast Nebraska Development District (SENDD) Housing Team. With a combined 90 plus years of experience and over 2,300 successful residential and commercial construction projects under their belt, SENDD Contracting is an experienced and adept team. Keeping in line with their primary goal of meeting customers' needs through quality workmanship and building valued relationships, SENDD Contracting offers regional services throughout southeast Nebraska, including: pre-construction consultation, job site and project management, administrative support, and document control. The team evaluates each individual project for constructibility, cost estimation, and construction scheduling, all while maintaining consistent communication with property owners and/or investors to ensure all project objectives are met and exceeded.

Included in SENDD Contracting's robust project history, are several homes that were selected for the purchase-rehab-resell (PRR) process. Over the past two years, SENDD Contracting has overseen the successful completion of over 15 PRR projects throughout southeast Nebraska, including: four projects Geneva, two in Peru, one in Deshler, one in Seward, one in Nebraska City, one in Stromsburg, and eight in York. They have recently completed several successful new construction projects throughout the region including projects in Falls City, Nebraska City, Henderson, Geneva, Pawnee City & Fairbury. They are actively managing six additional new construction projects in Wymore, McCool Junction, Nebraska City, & Pawnee City, while pursuing similar projects throughout the region. The combined successes of these experiences have allowed SENDD Contracting to develop a niche for operating timely and cost-efficient projects. Having observed the impact of these housing projects throughout their region, the team looks forward to engaging in more of these projects to further develop new housing and to update and stabilize the housing stock throughout southeastern Nebraska, while also providing safe, decent, and affordable housing to members of the regions workforce population within the SENDD member counties and communities.

2.2 Describe in detail the proposed project for which funding is requested (include amenities).

SENDD Contracting staff have been working with the local representative from the City of Falls City & Falls City Edge to create opportunities for much needed new residential housing within their community. The proposed project will be built on a City owned lot utilizing SENDD Contracting services as a general contractor to complete the unit. The lot is located in a new development area of Falls City with all the infrastructure in place. This lot was selected because it's in a desirable new development area of town in close proximity to all resources that Falls City has to offer. This area offers easy access to all areas of town in a great location near Stanton Lake Park. Several local business, organizations, & City and officials realize there is a glaring need for new residential construction in Falls City to help support the demand for local employment. Local business find it difficult to attract and maintain much needed workforce due to the lack of inventory. There is a significant need for new single-family housing construction in Falls City. Recent data provided from the U.S. Census (2022 American Community Survey) shows that there are approximately 1,893 occupied households in the community. Of this number, an overwhelming 1,678 homes are listed as having been constructed prior to 1980, while 706 of these units predate 1940. This is especially concerning because the potential for deterioration and unsafe living conditions increases exponentially for homes aged 40+ years. According to the data, only around 215 Falls City homes are newer than 40 years old.

Falls City's disproportionately aged housing stock often fails to meet the needs of modern families. Many of the older homes are smaller, include outdated electrical wiring/other city building code violations, do not include accessibility features, and are located on lots lacking in space and adequate shelter for families' vehicles. If approved, this RWHF application will result in the creation of a much-needed single-family home that will accommodate the needs of a modern workforce family. An investment in the improvement of Falls City's housing stock will help provide stability for years to come- for both the home-buyers and the overall community, as there is a direct correlation between quality, affordable housing availability and the ability to retain residents. The City of Falls City is the perfect location to implement this project, as its status as the county seat and a regional commerce center have established it as a popular hub for employment, recreation, and healthcare services. This lot was selected because it is in a very attractive new development area of town, with tons of potential. If approved, this project has potential to spiral into several future applications establishing the foundation for several future projects.

The total cost of the project including the lot is estimated at \$349,000. See the attached plans and building details. The City will partner with SENDD Contracting for the project management and construction of the unit. The house will be available and listed for sale upon approval of the application with the anticipation of a receiving an offer from a qualified buyer prior to completion. Upon SENAHC committee approval, the application will go to the SENAHC board for final approval. The City will payoff the loan and SENAHC loan fees at the time of sale & closing of the property. This will net SENAHC approximately \$2,500 in sale proceeds at closing. The City will provide the lot and will be responsible for all holding and closing costs associated with ownership.

The house will be built as a 1,207 sq. ft, 3 bedroom, 2 Bathroom ranch layout with an attached three-stall garage. It has 3 bedrooms and 2 bathrooms on the main level with an additional 2 bedrooms, 1 bathroom, and family room roughed-in for future finish in the basement. The basement also has an unfinished utility, laundry, & storage room. It will be wood framed and feature 2"x6" exterior walls with 2"x4" interior and 9' ceilings throughout. The exterior will include vinyl siding, a covered front porch, & back patio slab. See attached plans.

2.3 Provide a brief timeline for the proposed project, including the dates the project will begin and be completed. If any part of the project has already started, please explain.

The City has a purchase option on the lot valued at \$34,000. This is a large lot located in a great location. Local officials have reviewed the project and the proposed house plan for building and conclude that this is the exact size, style, and price point of house desperately need in Falls City. If the project is approved, we will begin ground work within 10-20 days. The total estimated time of the project completion will be 7-9 months from the time of groundbreaking. This time frame will allow for a completion date of June - July, 2026.

2.4 Provide a description of the project costs. Include details on specific construction costs.

One Unit: 606 Morehead Court - Falls City, NE

Lot/fees/site prep/building plans: City	\$34,000
Construction Costs: City	\$315,000 - Associated Construction Expenses
Additional Fees:	\$0.00
Total Loan Request:	\$349,000

Anticipated Sale: \$351,500 - \$360,000
Projected Payoff to SENAHC: \$351,500 - includes \$2,500 Loan Fee

Additional Costs: City
Project Holding / closing: \$4,500

The City of Falls City is an original investor/partner in the SENAHC RWHF application and has contributed \$200,000 to the matching portion of the fund which generated an additional \$250,000 in grant funds. These figures are also to be considered as equity in this project.

SECTION 3. DEVELOPMENT/SITE INFORMATION.	
3.1 Site Description	
Zoning Type*	Medium Density Residential (R-2)
Current Ownership of Site*	City of Falls City
Site description (include current use of site):	
<p>The Champions Crossing, LLC, a subsidiary of EDGE will, upon approval of this application, provide the vacant dirt lot at 606 Morehead Ct., Falls City, NE. This lot is in an ideal location in Falls City. The lot is roughly 10,658 SF (73'x146') with a sloped grade ideal for walk-out basement construction. The proposed house plan of 1,207 sq. feet will fit nicely on the selected lot leaving plenty of yard space to be consistent within the neighborhood.</p>	
3.2 Availability of utilities to site.	
<p>All utilities are currently available; Sewer, Water, Electricity, and Gas. All the infrastructure is in place and ready to build.</p>	
3.3 Potential environmental issues on site.	
<p>None are noted. Not in 100 year flood plain.</p>	
3.4 Participating Lenders (if applicable).	
Lending Institution	SENAHC
3.4 Selected Contractors (if applicable).	
Project Architect	SEND D Contracting
General Contractor	SEND D Contracting
Property Manager	Terry Manson
Other Project Team Members	Local: Lucas Froeschl, Anthony Nussbaum - SEND D: Jim Warrelmann, Brent Pendgraft, Ryan Bauman, Cole Huitgerink, Nichole Jones & Amanda Stutzman

SECTION 4. PROJECT BUDGET (SOURCES & USES OF FUNDS)

4.1 Project Costs (Sources & Uses of Funds)

Activity	Equity	RLF	Bank	State Assistance	Other	Total
Building/Property Acquisition	34000	0.00	0.00	0.00	0.00	\$ 34,000.00
Building construction or remodeling	0.00	315000	0.00	0.00	0.00	\$ 315,000.00
Site Development/Utilities						\$ 0.00
Other (specify below)						\$ 0.00
Total	34000	315000	0	0	0	\$ 349,000.00

4.2 Proposed Financing Sources & Terms

Financing Terms

RWHF Request Amount (from 4.1 Table above)

\$ 349,000

Interest Rate Requested

_____ %

Term Length (number of years, balloon, etc.)

1 year

Other terms (explain):*

Bank Financing Amount (from 4.1 Table above)

\$ _____

Interest Rate

_____ %

Payment terms (monthly, quarterly, etc.)

Payment Amount**

\$ _____

Other terms (explain)

TOTAL MONTHLY DEBT SERVICES (all payments, including RLF, bank, etc.)

\$ _____

*Loans may be offered with different terms than those requested.

**If multiple loans are involved, please include additional sheets detailing each loan, and enter combined payment amounts on this page.

SECTION 5. COLLATERAL/GUARANTOR

5.1 What type of security (i.e., mortgage, UCC-1 filing, automobile lien, etc.) and what position (first, second, etc.) will the guarantor provide to SENAHC to secure this loan. Provide a listing of all current and proposed liens against the property as well as any outstanding litigation against the guarantor(s),

Deed of Trust on both lots in senior position. Security agreement and UCC-1 financing statement in senior position. All current liens to be paid at closing to provide a free and clear title to the City.

Is any employee, board member, director, or controlling group of SENAHC an officer, director, or holder of any direct or indirect pecuniary interest of the developer?

☒ NO

☐ YES (explain below):

***Lists of these persons will be provided upon request.*

SECTION 7. ATTACHMENTS

READ CAREFULLY AND INCLUDE ALL NECESSARY ATTACHMENTS

- * Attachment A-1 to A2: Potentially Required forms for all applicants that are part of this application.
Attachments A-3 to A-14: not part of this application but may be applicable depending on the project.

Incomplete applications will not be reviewed.

	Check	
A-1	<input checked="" type="checkbox"/>	*Environmental Assurance and Compliance Commitment
A-2	<input type="checkbox"/>	*Financial Statements
A-3	<input type="checkbox"/>	Organization documents of the borrower and all guarantors (formation documents such as Articles and Bylaws).
A-4	<input type="checkbox"/>	Current Certificate of Good Standing for the borrower and all guarantors.
A-5	<input type="checkbox"/>	Current financial statements of borrower and all guarantors (audited if available).
A-6	<input type="checkbox"/>	Detail of outstanding litigation against borrower, developer or any guarantor.
A-7	<input checked="" type="checkbox"/>	Bios/resumes for development team.
A-8	<input type="checkbox"/>	Project financing information including timing assumptions, development sources and uses of funds and a 15 year operating proforma (operating income and expenses).
A-9	<input checked="" type="checkbox"/>	Project drawings and specifications as available.
A-10	<input checked="" type="checkbox"/>	Evidence of site control. (Ownership/Contracts)
A-11	<input type="checkbox"/>	Lenders title insurance commitment if a real estate lien will be used for collateral.
A-12	<input type="checkbox"/>	Independent appraisal of the property involved (if purchase is part of project)
A-13	<input type="checkbox"/>	Copy of deed to the property involved (required if purchase is part of project or mortgage on property is being offered as loan collateral)
A-14	<input checked="" type="checkbox"/>	Other attachments (<i>describe</i>): See attachment Exhibit A: Scope of Services, House Plans, Site Photo, Flood map, Staff Bios, & Previously Completed Project Photos Contracts Available upon Request

A-1: Rural Workforce Housing Fund ENVIRONMENTAL ASSURANCE AND COMPLIANCE COMMITMENT

NAME OF BUSINESS/DEVELOPER:, City of Falls City

Hereinafter called the BORROWER), AND ITS PRINCIPALS (list all),

agree to indemnify and hold harmless SENAHC, hereinafter called the LENDER), its agents, and assigns from and against any damages, cost, liability or expense, including attorney and other professional fees directly or indirectly attributable to the release, threatened release, discharge, manufacture, production, storage, disposal or presence of hazardous toxic substances, either on or under BORROWER'S property or property in which the BORROWER has an interest, including adjoining real property, brought on by the BORROWER'S conduct of business.

The indemnification will specifically survive, and is entirely independent of: 1) the BORROWER'S contractual obligation to repay the primary obligation held by LENDER as amended, extended or renewed by BORROWER; 2) the repayment in full of the BORROWER'S indebtedness to LENDER; and 3) the release of LENDER'S liens on BORROWER'S real or personal property by payment, foreclosure or other action, including LENDER'S discretionary abandonment of lien.

Furthermore, the BORROWER, and its principals, as individuals, hereby assures the LENDER it will abide by all federal and state statutes and/or regulations regarding environmental protection issues. Additionally, the BORROWER and its principals agree to address environmental issues by area of compliance, and to operate under the latest applicable standards.

Executive Order 11988 - Floodplain Management requires Federal activities to avoid impacts to floodplains and to avoid direct and indirect support of floodplain development to the extent practicable. The Federal Emergency Management Agency (FEMA) designates floodplains as geographic zones subject to varying levels of flood risk. Each zone reflects the severity or type of potential flooding in the area. The FEMA Map Service Center provides this information in the form of FEMA Flood Insurance Rate Maps (FIRMs) or Flood Hazard Boundary Map.

☒ Site is not located within a SFHA (100 year floodplain).

☐ Site is located within a SFHA (100 year floodplain).

City of Falls City, Nebraska

Business/Developer

Date

Mark Harkendorff, Mayor

Authorized Official-Type or Print Name

Signature

Schedule D: Accounts and Notes Receivable. Describe any accounts receivable including mortgages and land contracts. If any are pledged as security, include name of lienholder, amount of lien, payment terms, and loan status.

--

Schedule E: Life Insurance. Provide name of insurance company, face value, cash surrender value, and beneficiaries. Include information on any loans against policies.

Name of Company	Face Value	Cash Value	Loans	Beneficiaries
TOTALS				

Schedule F: Automobiles. Describe all automobiles, RV's, boats, motorcycles, etc. owned including year, make, model, and current value. If any are pledged as security, include name of lienholder, amount of lien, payment terms, and loan status.

Year	Make	Model	Value	Loans Payable		
				Lender Name	Monthly Payment	Balance Owed
TOTALS				TOTALS		

Schedule G: Unpaid Taxes. Describe in detail, as to type, to whom payable, when due, amount due, and to what property, if any, a tax lien attaches.

--

Schedule H: Other Assets. Describe all other assets including household items, personal goods, etc., not described elsewhere in this statement. If any is pledged as security, include name of lienholder, amount of lien, payment terms, etc.

--

Schedule I: Other Liabilities. Describe any other liabilities; include name of lienholder, amount of lien, payment terms, and loan status.

--

I/we have carefully read and submitted the foregoing information provided on all three pages of this statement to the Lender named above. The information is presented as a true and accurate statement of my/our financial condition on the date indicated. This statement is provided for the purpose of obtaining and maintaining credit with said Lender. I/we agree that if any material change(s) occur(s) in my/our financial condition that I/we will immediately notify said Lender of said change(s) and unless said Lender is so notified it may continue to rely upon this financial statement and the representations made herein as a true and accurate statement of my/our financial condition.

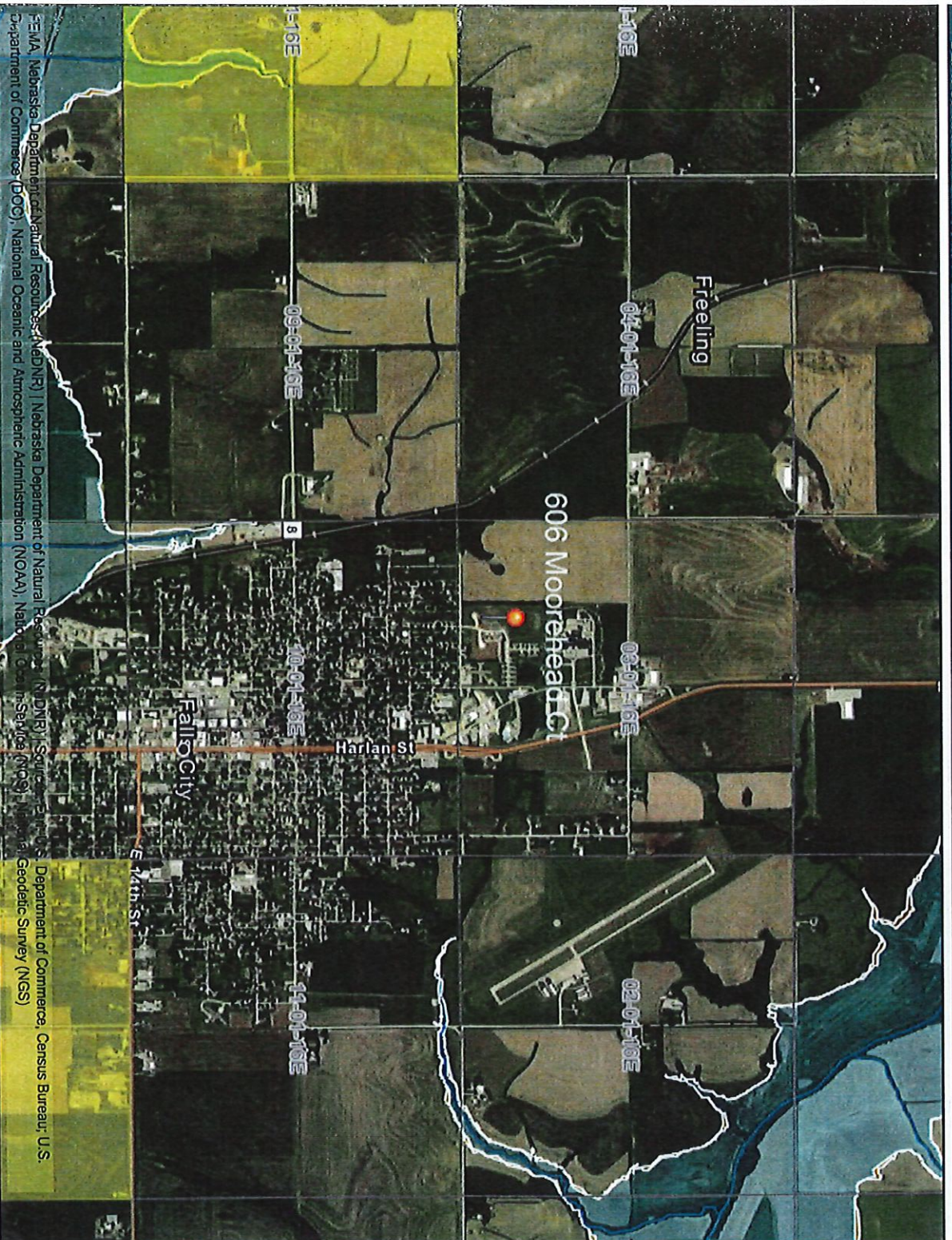
I/we authorize the Lender to verify the accuracy of the statements made herein and to determine my/our creditworthiness, including contacting any of the lenders, account holders, etc. described herein. I/we authorize and instruct any lender, person or consumer reporting agency to furnish to the Lender any information that it may have or obtain in response to such credit inquiries.

I/we also hereby certify that no payment requirements listed herein are delinquent or in default except as follows; if "NONE" so state.

I/we fully understand that it is a federal crime punishable by fine or imprisonment or both to knowingly make any false statements on this form, pursuant to 18 U.S.C. §§ 1001, 3571, and 1014.

Signature _____	Date _____
Printed Name _____	Social Security No. _____
Signature _____	Date _____
Printed Name _____	Social Security No. _____

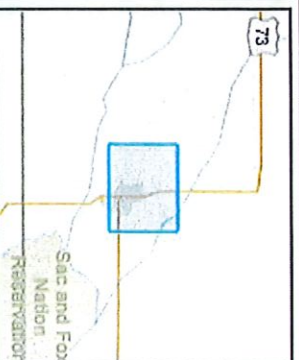
Floodplain Management Interactive Map



0 1 2
Date Printed: 8/26/2025

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION



Legend

BFE Determinations

Valid BFE

Effective Paper Maps

Effective Flood Zone

Effective Paper Maps

1% Annual Chance

Regulatory Floodway

0.2% Annual Chance

Reduced Risk Due to Levee

Flood Hazard Zones

FIRM panels

Cross-Sections

Limit-Lines

Other Map Layers

Sections

Communities

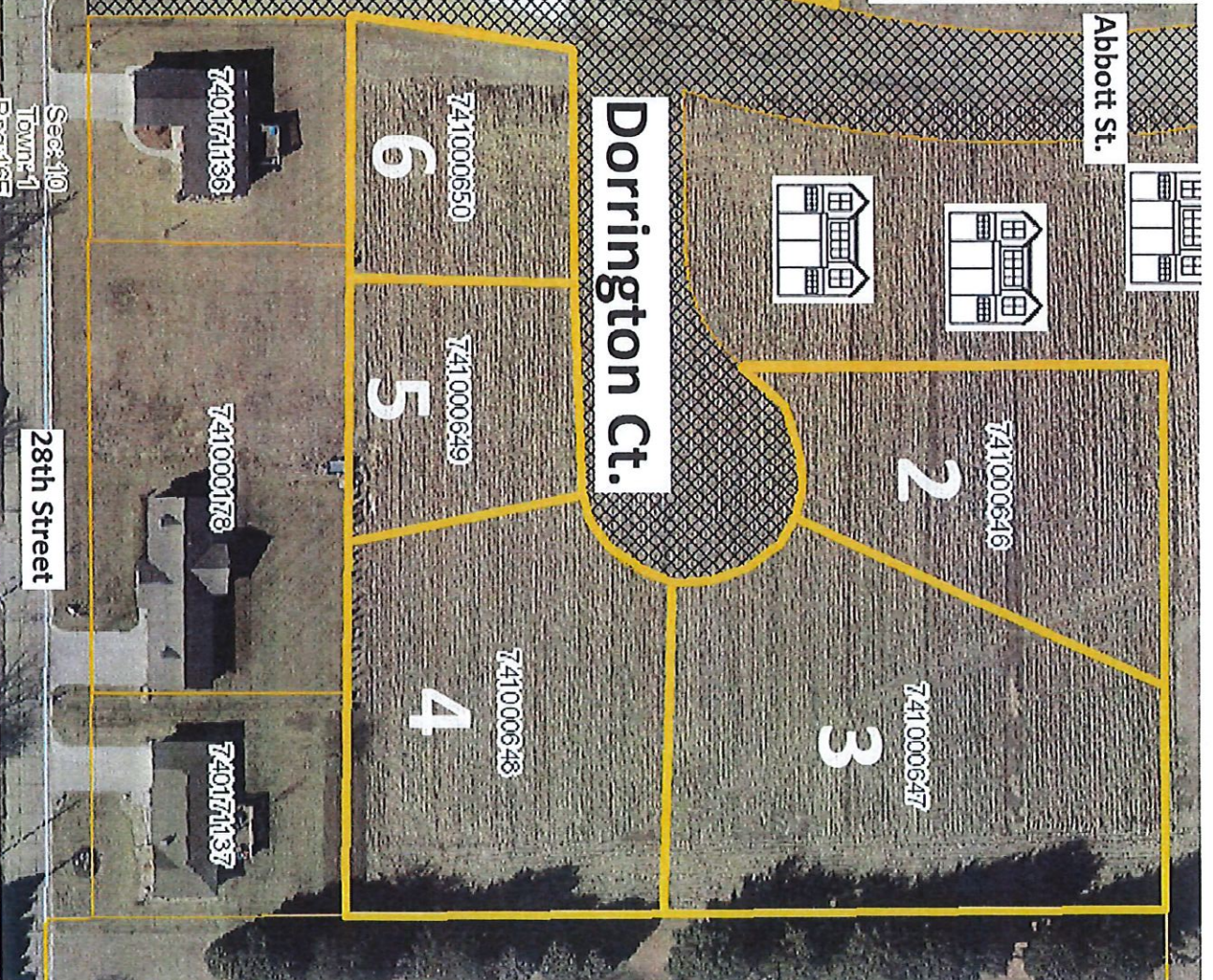
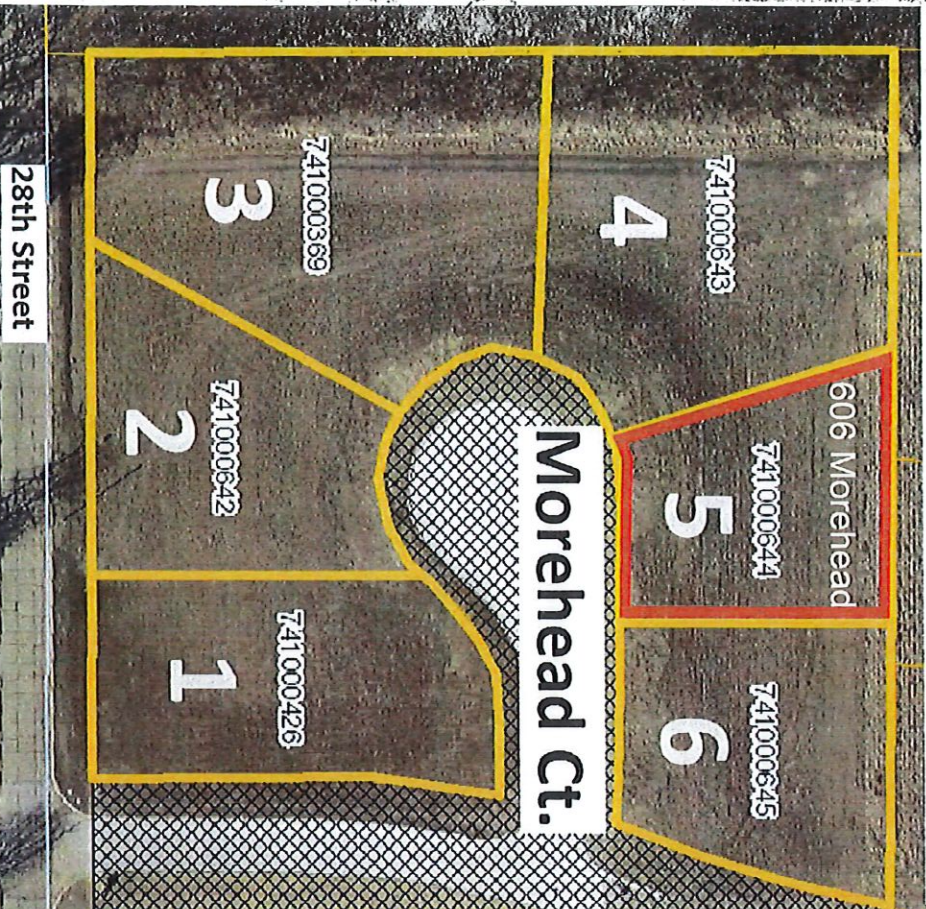
NRDs

Notes

Champions

Crossing Lots

402-245-2105



Floor Plan:
Bethpage
1,207 ft²

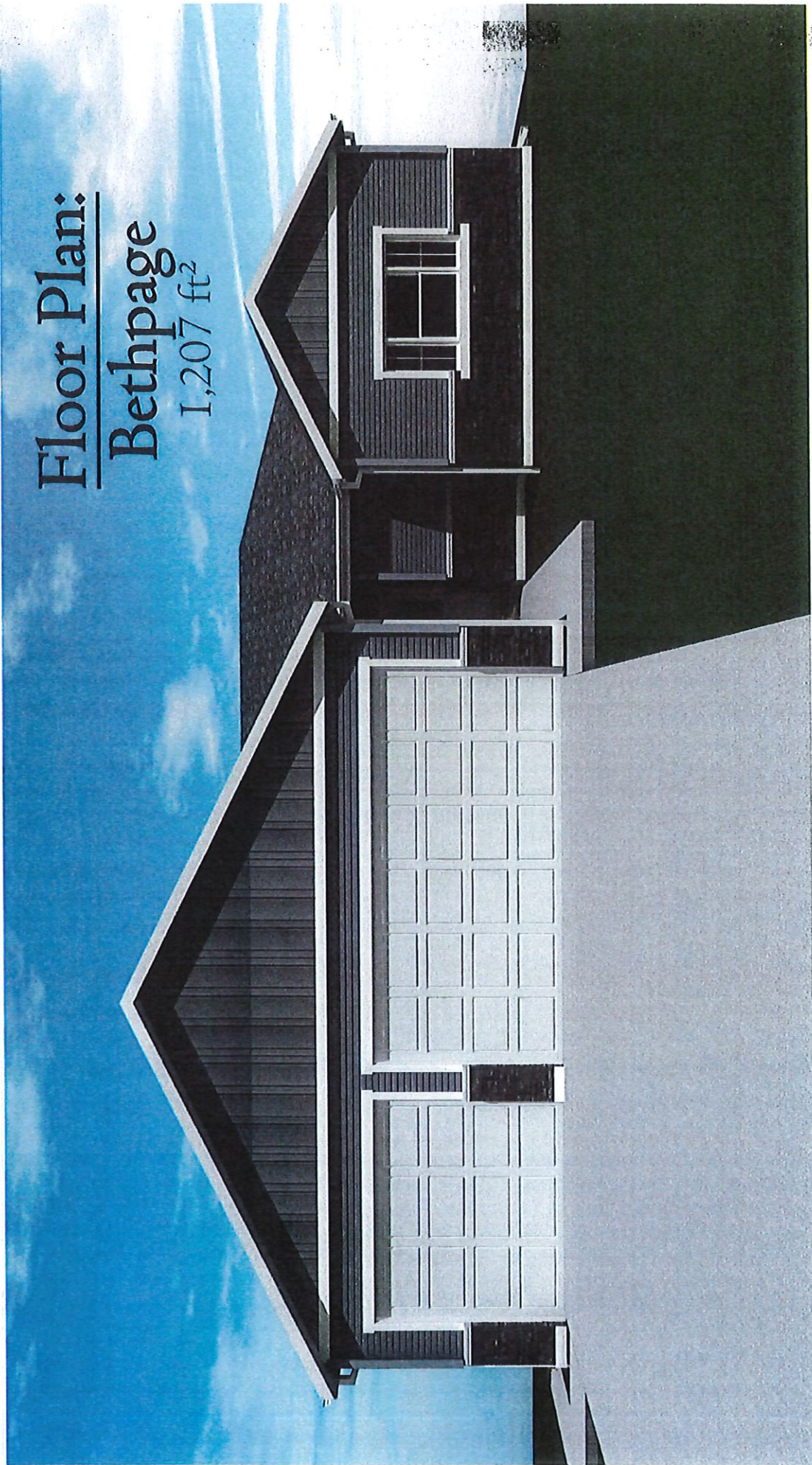




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A4	STRUCTURAL
A5	DETAILS
A6	ELECTRICAL
A7	BASIC FLOOR PLAN
A8	BASIC FOUNDATION PLAN

FOUNDATION	CLAMP
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2400 S. 10th St.
Tulsa, OK 74106
Tel: 918.438.1234
Fax: 918.438.1235
www.senddcontracting.com

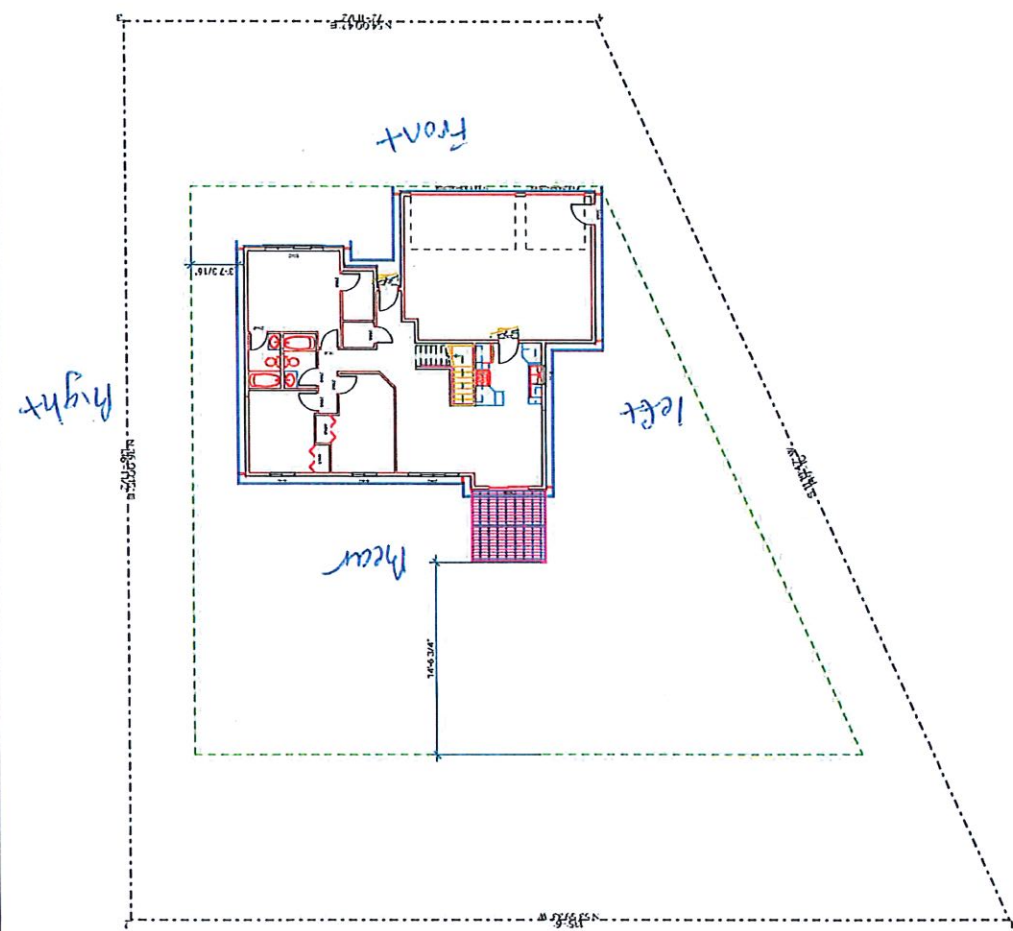
PROJECT NAME
Bethpage
Square Footage: 1,207

CLIENT
P.O.C
CITY

DRAWING
DETAILS

SCALE 1/8" = 1'-0" JOB NO. DATE

SHEET
A3.1



GENERAL PLAN NOTES

The Contractor is responsible for compliance with the notes and specifications contained herein & for ensuring that all Sub-Contractors fully and completely conform to and comply with these requirements.

FOUNDATION & CONCRETE

- 1) Soil load-bearing value to be a minimum of 2,000 lbs per square foot.
- 2) All concrete shall meet a minimum 28 day comp strength of 3,000 PSI.
- 3) All footing strips attached to concrete basement walls shall be pressure treated lumber.
- 4) All beam pockets cut into concrete walls shall allow a 1/2" air space around the top, sides, & ends. **NOTE:** Should approved wood naturally resistant to decay or pressure treated, gaps are not necessary.
- 5) Frostfooting to be 36" minimum depth below finished grade.
- 6) All concrete slabs & abutting concrete/masonry walls occurring in exterior or unheated areas to have 1/2" expansion joint material.
- 7) Underfloor areas shall provide at least 2 openings for ventilations purposes.
NOTE: Ventilators covered with corrosion resistant wire mesh not greater than 1/2" nor less than 1/16" in any direction may be used as a substitute.
- 8) Concrete foundation walls shall be insulated with a minimum R-13 rating at the time of finishing.
- 9) All plates, sills, & sleepers that rest on concrete/masonry that has direct connection with earth shall be pressure treated lumber or naturally decay resistant wood.

STAIRS & RAILINGS

- 1) Stairs shall be constructed with a 6'-8" minimum headroom.
- 2) Stairs shall be constructed with a 7 3/4" maximum rise & 10" minimum run.
- 3) Handrails shall have a 1 1/4" minimum to 2 5/8" maximum diameter. They shall not be less than 34" not more than 38" above the nosing of the stair. (*Exterior stairs* may use a 1 1/2" x 3 1/2" framing piece.)
- 4) Guardrails shall not be less than 36" in height, with intermediate rails not more than 5" O.C., including decks.
- 5) Landings require a minimum width of the door they serve with a minimum of 36" in depth of the direction being traveled.
- 6) Ramps to have a maximum slope of 1:8, with a landing at the top.
- 7) Any raised floors; i.e. balconies, porches, & ramps, higher than 30" above grade must have guardrails.

ENERGY CONSIDERATIONS

- | | |
|-----------------------------|--|
| Insulation Minimums: | Ductwork: |
| Exterior Walls: R-19 | Supply: 8.0 |
| Ceilings/Roofs: R-38 | Returns (Unconditioned Attics & Outside): R-4 |
| Basement Walls: R-13 | Returns (Unconditioned Crawlspaces or other spaces): R-2 |
- 2) Sill sealer to be used between foundation & sill plate
- 3) All sashes, sliding glass doors, bottom plates, & entrance doors will be caulked.

STRUCTURAL & FRAMING

- 1) Unless otherwise noted:
 - a) All exterior walls shall be 2"x6".
 - b) All exterior framing dimensions measured to exterior of face of sheathing.
 - c) All interior walls 2"x4".
 - d) All interior framing dimensions to framing edge.
 - e) All exterior wall openings shall be two (2), 2"x12" headers with a 1/2" plywood sheet inbetween.**NOTE:** Garage header to run the full length of the wall.
- f) All interior wall openings shall have two (2), 2"x12" headers with 1/2" plywood sheet inbetween.
- g) All floor openings shall have double header joists & trimmers.
- h) All interior walls & ceilings to be covered with 1/2" gypsum board. All connecting edges will be taped, mudded, sanded & prepped for paint. **NOTE:** Garage Fire wall & ceilings to be covered with 5/8" firecode gypsum board.
- i) All bath & toilet areas to have water resistant gypsum board for walls & ceilings with underlayment glued to plywood.
- j) All wood posts, poles, & columns shall be pressure treated wood, cedar, or redwood. All types are to bear upon a concrete footing, but not embedded in concrete.
- 2) It is the responsibility of the contractor, sub-contractor and/or supplier to ensure all structural member types, sizes, & spans meet local building requirements.
- 3) Every 1,000 sq. ft., a 1/2" drywall draft stop shall be provided on one side of the open web truss.
- 4) Any & all building joints & penetrations shall be caulked, gasketed, or sealed.

HEATING/COOLING SYSTEMS

- 1) All ductwork joints must be sealed, gasketed, or taped to prevent air leakage.
NOTE: Duct tape is NOT permissible.
- 2) Any ductwork and plumbing lines installed above an attached, unheated garage shall be insulated with a minimum R-13 insulation.
- 3) Installed thermostat must be capable of being setback.
- 4) All exhaust fans must vent to exterior of home.
- 5) Any heating & cooling units installed must meet local code & be rated for the building's size.

MISCELLANEOUS

- 1) Drawings are NOT MEANT TO BE SCALED.
- 2) Smoke detectors are to be installed in each sleeping room & each level of the home. All detectors are to be interconnected as one alarm system.
- 3) Carbon Monoxide detectors shall be installed on each floor, including the basement.
- 4) Bathrooms shall have a minimum height of 6'-8" & include a bathtub and/or shower.
NOTE: If the ceiling is sloped, ceiling shall be 6'-8" in front of the toilet.

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A8	BASIC FOUNDATION PLAN

ORIENTATION	GROUP
-------------	-------



1000 N. 10th
Lawrence, KS 66044
781-842-7200
www.sendcontracting.com

PROJECT NAME:
Bethpage
Square Footage: 1,207

CLIENT:
P.O.C.
CITY:

GENERAL NOTES	
SCALE	DATE
1/4" = 1'-0"	

DESIGNED BY: John Williams	CHECKED BY: Terry Korman	APPROVED BY: Jim Williams
DRAWN BY: Terry Korman		
DATE:		

SHEET	TITLE
CV	GENERAL NOTES
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A6	BASIC FLOOR PLAN
A7	BASIC FOUNDATION PLAN

OWNER: [blank]



1000 N. [blank]
[blank], [blank] 50000
[blank], [blank] 50000

PROJECT NAME

Bethpage
Square Footage: 1,207

CLIENT:

P.O.C.

CITY

DATE:

FLOOR PLAN
Detailed Drawing of Main Floor

SCALE: 1/4" = 1'-0"

DATE:

DATE:

DATE:

DATE:

DATE:

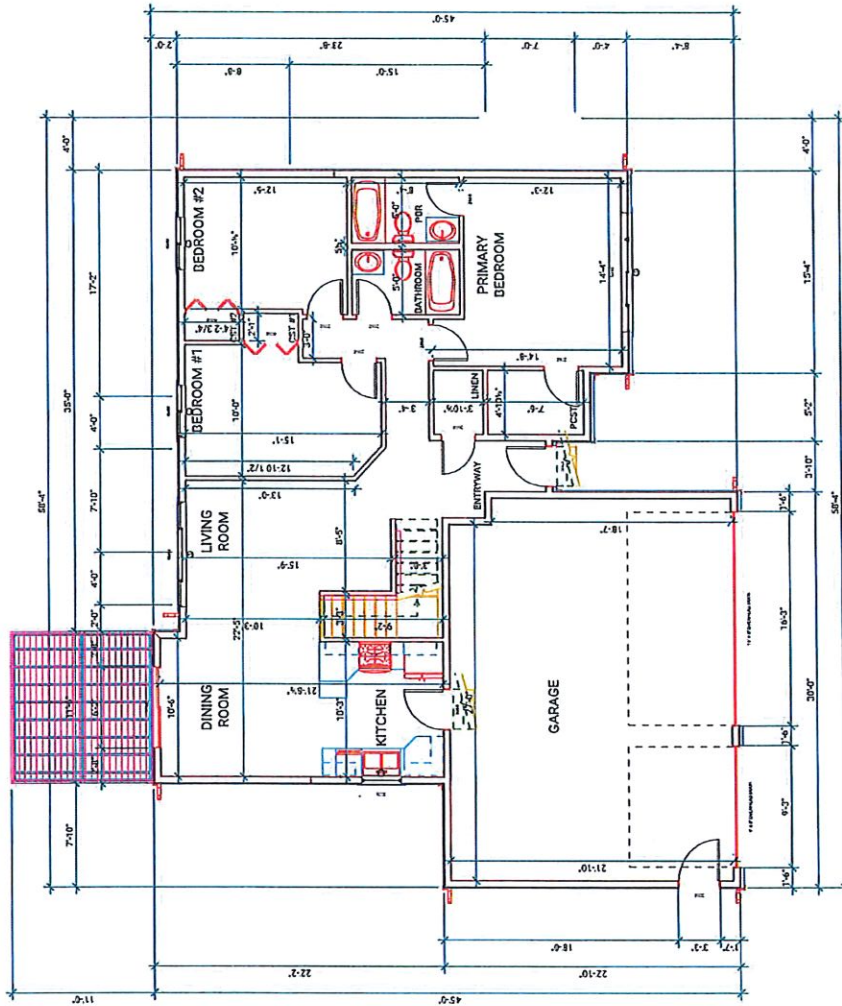
DATE:

DATE:

DATE:

DATE:

DATE:



MARK	DESCRIPTION	CLASS AREA	DOORS	TEMPERED	EXPRESS
1	DOOR	10'-0" x 7'-0"	1	1	1
2	DOOR	10'-0" x 7'-0"	1	1	1
3	DOOR	10'-0" x 7'-0"	1	1	1
4	DOOR	10'-0" x 7'-0"	1	1	1
5	DOOR	10'-0" x 7'-0"	1	1	1
6	DOOR	10'-0" x 7'-0"	1	1	1
7	DOOR	10'-0" x 7'-0"	1	1	1
8	DOOR	10'-0" x 7'-0"	1	1	1
9	DOOR	10'-0" x 7'-0"	1	1	1
10	DOOR	10'-0" x 7'-0"	1	1	1

MARK	DESCRIPTION	CLASS AREA	DOORS	TEMPERED	EXPRESS
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7	DOOR	10'-0" x 7'-0"	1	1	1
8	DOOR	10'-0" x 7'-0"	1	1	1
9	DOOR	10'-0" x 7'-0"	1	1	1
10	DOOR	10'-0" x 7'-0"	1	1	1

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7	DOOR	10'-0" x 7'-0"	1	1	1
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A8	BASIC FOUNDATION PLAN

ORIENTATION	STAMP
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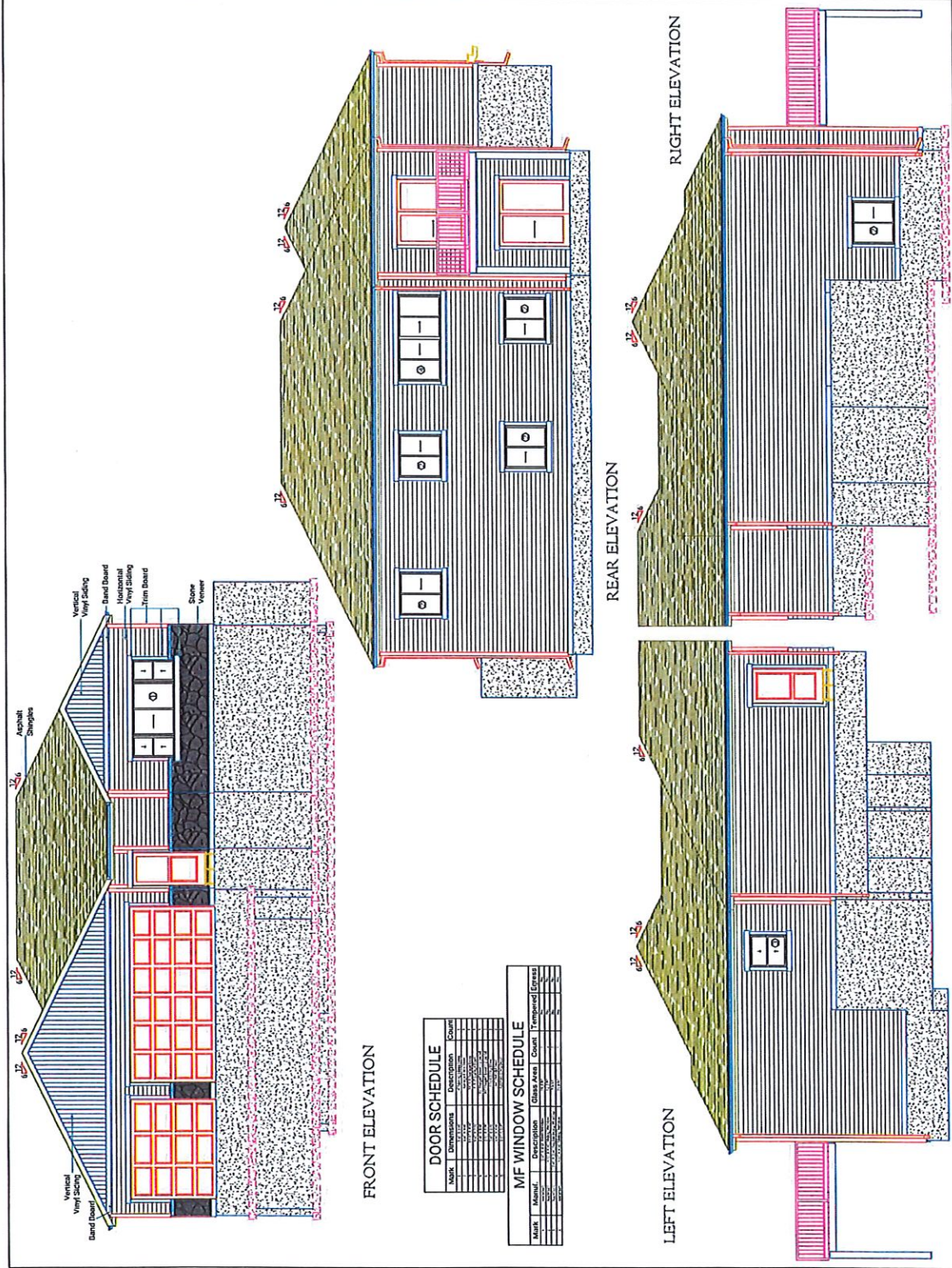
1000 S. 10th Ave.
Lubbock, TX 79409
806-772-2244

PROJECT NAME
Berthpage
Square Footage: 1,207

CLIENT
POC
CITY

DRAWING
ELEVATIONS
DRAWING SUB NAME

SCALE: 1/4" = 1'-0"
DATE: DATE
SHEET: A2



DOOR SCHEDULE			
NO.	DESCRIPTION	QUANTITY	UNIT
1	6'0" x 7'0" Double Door	1	EA
2	6'0" x 7'0" Single Door	1	EA
3	6'0" x 7'0" Single Door	1	EA
4	6'0" x 7'0" Single Door	1	EA

MF WINDOW SCHEDULE			
NO.	DESCRIPTION	GLASS AREA	TEMPERED GLASS
1	12'0" x 12'0" Window	144.00	1
2	12'0" x 12'0" Window	144.00	1
3	12'0" x 12'0" Window	144.00	1
4	12'0" x 12'0" Window	144.00	1

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A7	BASIC FLOOR PLAN
A8	BASIC FOUNDATION PLAN

Designer is not an architect or engineer and construction from these plans should not be undertaken without the assistance of a licensed professional. The designer does not warrant the suitability of these plans for use on your specific site. Consult your construction professional to determine the suitability of these plans for your specific site & application.

CONSTRUCTION FROM THESE PLANS IS THE RESPONSIBILITY OF THE OWNER. THE DESIGNER HAS NO LIABILITY FOR ANY DAMAGE OR LOSS OF PROPERTY OR PERSONS ARISING FROM THE CONSTRUCTION OF ANY LIABILITY RELEASED OF ANY LIABILITY FOR THE CONSTRUCTION OF ANY LIABILITY RELEASED OF ANY LIABILITY FOR THE CONSTRUCTION OF ANY LIABILITY.

ORIENTATION	STAMP
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2000 Ontario
London, ON N6A 1A6
416-882-2222
www.sendcontracting.com

PROJECT NAME
Bethpage
Square Footage: 1,207

CLIENT
POC
CITY

PROJECT
FOUNDATION PLAN
SCALE: 1/8" = 1'-0"
DATE: _____

DESIGNED BY
Katie Korman
CHECKED BY
Terry Mamon
APPROVED BY:
Jim Wardhouse

A3

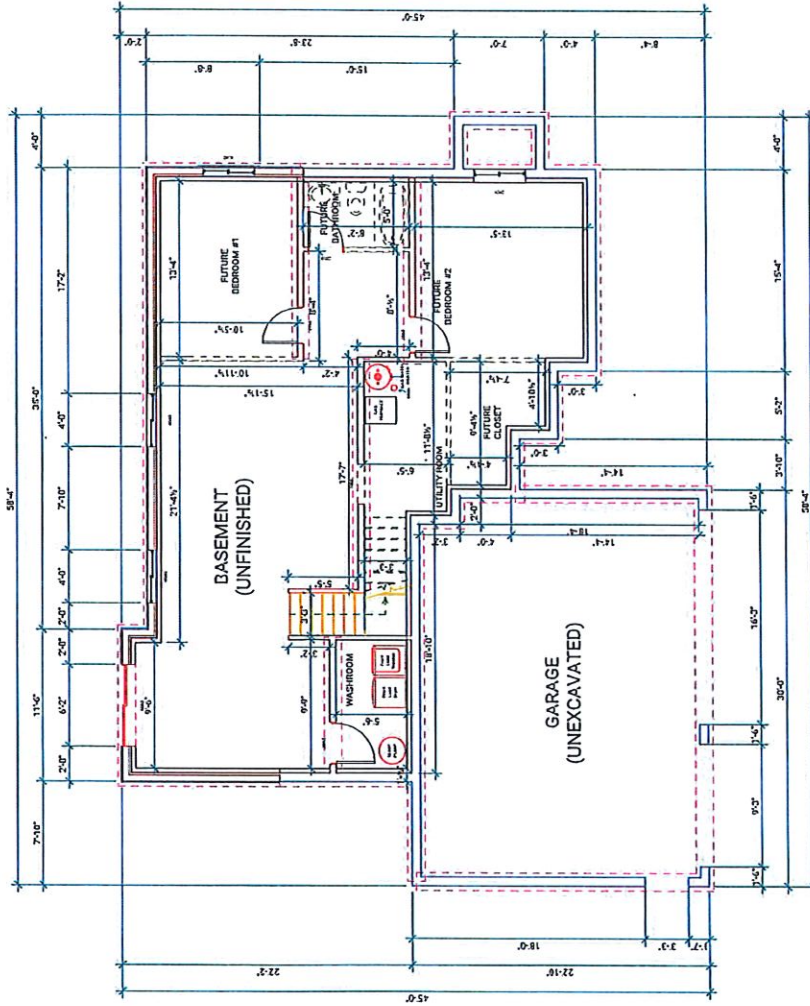


Exhibit A



7407 O Street
Lincoln, NE 68510
Phone: (402)-475-2560

Date of Bid	Activity	Description
	Lot Acquisition	Included: N/A - Per owner
	All dirt work / Grading / : Material & Labor	Material & labor: Per house plan
	Landscaping: Final grade & seeding	Material & labor:
	Foundation: Material & Labor	Material & labor: Per house plan
	Foundation Waterproof: Material & Labor	Material & labor: Per house plan
	Concrete Flatwork: Material & Labor	Material & labor: Per house plan
	Framing: Labor	Labor: Per house plan
	Lumber Package:	Material: Per house plan
	Roof: Material & Labor:	Material & labor: Per house plan
	Windows / Exterior Doors Package:	Material: Per house plan
	Plumbing: Materials & Labor	Material & labor: Per house plan & local code requirements
	HVAC: Material & Labor	Material & labor: Per house plan & local code requirements
	Electrical: Material & Labor	Material & labor: Per house plan & local code requirements
	Insulation: Material & Labor	Material & labor
	Drywall: Material & Labor	Drywall (install, mud, tape, texture, finish) main floor, material & labor
	Painting: Material & Labor	Material & labor: Per house plan
	Cabinets & Countertops: Material & labor	Material & labor: Per house plan
	Interior Door & Trim:	Material: Per house plan
	Trim & Door Install: Labor	Labor: Per house plan
	Flooring: Material & Labor	Material & labor: Per house plan
	Siding: Labor	Labor: Per house plan
	Siding: Material	Material: Per house plan
	Gutters: Material & Labor	Material & labor: Per house plan
	Deck & Railing: Material	Material: Per house plan & local code requirements
	Garage Overhead Door: Material & Labor	Material & labor: Per house plan
	General Carpentry: Deck & Misc.: Labor	Labor: Per house plan
	Waste Removal:	Site Cleanup
	Permits / Fees:	Per City Requirements
	Drawings:	New Ventures
	Miscellaneous:	As needed

Hide Costs

Show Costs

Attachment: Extended bios for key staff

Amanda Stutzman, SENDD Bookkeeper/Office Administrator: Amanda has worked with SENDD since November 2022, and has over ten years of experience working with business financials, administration, and HR management at both small businesses and larger corporations. Her resume is impressive, as it also highlights over three years of experience in leadership development and building training programs for successful employee onboarding and talent development. Prior to working at SENDD, Amanda led various department teams (up to 35 people) for six years. All of these experiences benefit SENDD and SENAHC, as Amanda works closely with the Board to curate SENAHC's financials. She will have a significant role in this proposed project, which she is well prepared for as she continues to complete training in online bookkeeping software and works closely with SENDD's Chief Financial Officer to create efficient internal accounting systems. Amanda has previously assisted with small business startup and development experiences, which sparked her interest in financial management.

Nichole Jones, Housing Specialist: Nichole was hired at SENDD in October 2022, and since has played a significant role in program administration and client information verifications for various housing programs. She works closely with clients and is often their first point of contact when reaching out for information about current and proposed programs. Her duties also include traveling to ongoing job sites to document and verify construction progress, as well as record keeping for all ongoing housing projects. Nichole is heavily involved in the overall operation of 1.8 million in the 2022 SENAHC RWHF. This has provided her valuable experience working large sum grant awards. Prior to her time at SENDD, Nichole earned more than ten years of job experience in administration and management with local law firms, which has helped her to specialize in developing strong client relationships, adaptability in her role, and exemplary organizational skills. All of these qualities will make her a tremendous asset to this proposed RWHF project.

Ashley Larsen, SENDD Housing Development Specialist: Ashley has worked with the organization since January 2019. Her primary duties include grant writing and administration, and she is also a CDBG-Certified Administrator. She has worked closely with the SENAHC Board throughout her time at SENDD, attending quarterly meetings and assisting with the implementation process of the \$1.24 million statewide Landlord Assistance Program (LAP). She holds certifications in Housing Quality Standards (HQS) inspection and Residential Roofing Inspection and has also completed lead-based paint training for inspections and risk assessment. Ashley graduated from the University of Nebraska-Kearney with a Bachelor's in Geography and GI Science in 2016, and earned a Master's degree in Geography from the University of Nebraska-Lincoln in 2018. Through her educational experiences, she focused heavily on data analysis and writing, skills which have benefited her role at SENDD & SENAHC. Larson has several years' experience in managing large grant awards and will be a tremendous asset to the proposed program.

Jim Warrelmann, SENDD Director of Housing Services: Jim has over 30 years of experience in private-and public-funded housing programs, which includes workforce housing, new construction, inspections, general contracting (residential & commercial), and housing development program management. He is also a CDBG Certified Administrator. During his time with SENAHC and SENDD, he has built strong relationships with several housing developers, regional home builders, and subcontractors. He has extensive experience working with the Nebraska Affordable Housing Trust Fund (NAHTF) resources, CDBG, and disaster recovery funding (NAHTF-DR), and will serve as the point of contact for this proposed program. Warrelmann will work closely with other SENDD staff on all reporting requirements. Currently, he oversees over \$3.5 million of housing projects over SENAHC's 17-county region and is heavily involved in managing the highly successful 2018 SEND, Inc. RWHF program, which has revolved over \$1.6 million several times. He also plays a critical role in managing the 2022 \$1.8 million SENAHC RWHF. Both programs have created numerous new housing opportunities throughout the region.

Terry Manson, Project Manager: Terry has 30+ years of construction management and building experience. Manson earned a Building Construction degree from Southeast Community College prior to working for several years with a local framing contractor. He combined his educational background with this hands-on experience and formed his own business, hiring a framing crew that operated in southeast Nebraska for over twenty years. His other construction credentials/experiences include overseeing the complete buildout of several residential homes and working at various lumber yards in both sales and construction supervisory positions. While operating his own business, Manson partnered with another home builder to construct 138 townhomes in Rock Springs, Wyoming.

Attachment: Extended bios for key staff

He simultaneously oversaw the successful buildout of five new homes in Gillette, Wyoming. After completing these jobs, Manson moved back to Nebraska and resumed self-employment for several years, focusing mainly on minor construction projects and handyman work. He has a strong construction management background and will be a tremendous asset to this proposed application.

Ryan Bauman, SENDD Housing Coordinator: Ryan grew up in Falls City, Nebraska, and is a recent graduate of Peru State College. Prior to his employment at SENDD, he was the Building Inspector for the City of Falls City. He holds a Class-A Construction License through the International Code Council (ICC) & the National Association of State Contractors Licensing Agencies (NASCLA). Ryan has also earned licenses and certifications in Lead Paint Inspection, Lead Paint Risk Assessment, and HCV Housing Quality Standards (HQS). He successfully completed the ICC B-1 Residential Building Inspector certification training as well as the Home Inspection Training offered by the Inspection Certification Associates (ICA). Bauman is well-rounded and educated in the construction industry. His distinguished performance record in project management is demonstrated through his experiences simultaneously managing up to twenty owner-occupied rehabilitation programs at SENDD. His experience, construction, and project management background, and overall eagerness to further his knowledge and skills will be a tremendous benefit to the proposed application.

Cole Hartgerink, SENDD Housing Specialist: Cole developed a keen interest in the construction and home remodeling industry while growing up in Milford, NE. He gained valuable hands-on experience working for a family-owned and operated renovation and rental property business, collaborating with local contractors or his family members to complete various projects and repairs. During his college years, Cole worked for a local private contractor and also started his own moving business, further expanding his knowledge and skills. After completing his BBA degree at UNL, he joined SENDD and worked on a range of purchase-rehab-resale (PRR), owner-occupied rehab (OOR), down-payment assistance (DPA), and SENDD Contracting projects, utilizing funding sources such as NAHTF, NAHTF-DR, and CDBG. Cole has gained significant experience in conducting various types of inspections, managing multiple projects, and earning certifications and licenses from USDA-RD 502 & 504 loan packaging, Housing Quality Standards (HQS) inspection, and lead-based paint inspection and risk assessment through the State of Nebraska.

Brent Pendgraft, SENDD Housing Inspector: Brent is an integral part of all ongoing housing programs at SENDD, serving as one of the primary housing inspectors. He brings a unique blend of human relations and construction/inspection experience to the organization. Brent earned a Bachelor's degree in Sociology from Simpson College (2021), where he studied socio-economic factors that impact individuals and communities. After college, he entered the construction inspection industry, earning certifications as an Asbestos Inspector, Asbestos Supervisor, and in NIOSH 582E Microscopy (microscopic laboratory analytics). He is currently working to obtain additional certifications in Housing Quality Standards (HQS) and lead-based paint inspection. Prior to his work at SENDD, Brent was employed as a certified Asbestos Inspector and Housing Inspector. He will provide critical support to this proposed program as one of the primary construction inspectors throughout all projects.

RESOLUTION NO. _____

WAIVER SCHEDULE FOR VIOLATIONS OF FALLS CITY MUNICIPAL CODE SECTIONS.

Whereas, the City Council of Falls city has enacted ordinances for which citations are issued by the Falls City Police Department; and

Whereas, the City Council has determined that it should establish a waiver schedule for the fines in such cases where the defendant desires to waive their appearance in Court;

Whereas speeding fines are increased to mirror the State of Nebraska waiver fine schedule for speeding effective September 3, 2025.

Now therefore be it resolved, that the following Waiver/Fines schedule for violations of the Falls City Municipal Code Sections set out herein is approved:

<u>VIOLATION</u>	<u>CODE SECTION (PENALTY SECTION)</u>	<u>FINE</u>
SPEEDING	5-607 & 5-609 (5-701)	
	1-5 MPH over authorized limit	\$50.00
	Over 5 MPH but not over 10 MPH	\$75.00
	Over 10 MPH but not over 15 MPH	\$125.00
	Over 15 MPH but not over 20 MPH	\$200.00
	Over 20 MPH but not over 35 MPH	\$300.00
	Over 35 MPH over authorized limit	\$400.00
TRAFFIC CONTROL VIOLATION	5-202 (5-701)	\$75.00
POSITION OF VEHICLE	5-210 (5-710)	\$25.00
IMPROPER PASSING	5-601 & 5-211 (5-701)	\$25.00
FOLLOWING TOO CLOSELY	5-603 (5-701)	\$50.00
FAILURE TO YIELD	5-207 & 5-208 (5-701)	\$25.00
FAILURE TO YIELD FOR EMERGENCY VEHICLE	5-209 (5-701)	\$100.00
STOP SIGN VIOLATION	5-215 (5-701)	\$75.00
ILLEGAL U-TURN	5-204 (5-701)	\$25.00
FAILURE TO SIGNAL/ IMPROPER TURN	5-206 (5-701)	\$25.00
IMPEDING TRAFFIC/ MINIMUM SPEED	5-615 (5-701)	\$25.00

SCREECHING TIRES	5-612 (5-701)	\$25.00
IMPROPER PARKING	5-401 through 5-432 (5-701)	\$10.00
LITTERING	4-306 (4-401)	\$100.00
MUFFLER VIOLATION	5-302 (5-701)	\$25.00
NO VALID REGISTRATION	5-301 (1) (5-701)	\$25.00
EXPIRED OPERATORS LICENSE	5-301(2) (5-701)	\$75.00
NO OPERATIONS LICENCE ON PERSON	5-301(2) (5-701)	\$25.00
ATV & UTV VIOLATION	5-626 through 5-634 (5-701)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$100.00
GOLF CAR VIOLATION	5-635 through 5-641 (5-701)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$100.00
DOGS & CATS UNLICENSED	6-101, 6-102 & 6-105 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
DOGS & CATS RUNNING AT LARGE	6-105 & 6-203 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
Dogs & Cats, Nuisance	6-106 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
ANIMALS RUNNING AT LARGE	6-203 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
CARELESS DRIVING (IF WAIVERABLE)	5-613 (6-701)	\$100.00
NEGLIGENT DRIVING (IF WAIVERABLE)	5-611 (5-701)	\$75.00

OPEN BURNING BAN VIOLATION	7-218 & 7-219 (7-301)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
MAINTAINING A NUISANCE	6-327 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
TRASH, JUNK AND STRUCTURES	6-327 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
DRIVING OVER FIRE HOSE	7-107 (7-301)	\$50.00
TREE BRANCH CLERANCE	8-514 (8-601)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00
OPEN CONTAINER ALCOHOL	6-316 (6-501)	\$50.00
WEEDS, GRASSES, WORTHLESS VEGITATION OVER 12"	6-321 (6-501)	
	1 st offence in 12 months	\$25.00
	2 nd offence in 12 months	\$50.00

Passed and approved this _____ day of _____, 2025.

MAYOR

ATTESTED:

CITY CLERK

REPORT TO MAYOR & COUNCIL PERSONS

**FROM ANTHONY NUSSBAUM
CITY ADMINISTRATOR**

REGARDING Management Structure & Staffing Strategy

DATE August 29, 2025

Background

Over the past several weeks, I along with our city management staff have met with the Mayor, Council leadership, and Board of Public Works (BOPW) leadership to discuss the City's management structure. These discussions were guided by the City Restructure Plan presented earlier this month and focused on ensuring that our organizational framework is aligned with operational needs and future growth.

On August 7th, the BOPW reviewed and formally adopted new job descriptions for Electric Superintendent and Public Works Superintendent for future support to the Director of Public Works/Utility Superintendent. These positions are intended to create additional management hierarchy and provide succession planning for critical utility functions. At this time, the BOPW does not recommend filling these positions immediately. Instead, the board has requested that filling either role be brought back for consideration when operational demand requires it and when budgetary capacity is available.

City Hall Administrative Structure

Currently, the offices of City Clerk and City Treasurer remain merged within the City Administrator's role. This structure has become increasingly challenging as the complexity of city operations and financial oversight grows. I am recommending that Council consider splitting the Clerk and Treasurer functions from the City Administrator by authorizing the following job descriptions for immediate advertisement:

- Deputy City Clerk / Human Resources
- Deputy Treasurer / Utility Billing Manager

If desired, Council may remove the "Deputy" title and direct a City Code revision to formally unmerge the Clerk and Treasurer offices from the City Administrator. Under this model, both the Clerk and Treasurer would require appointment by the Mayor with consent of the governing body.

Timing and Staffing Changes

This recommendation is supported by natural attrition currently taking place. Two administrative staff at City Hall will be leaving the city for other opportunities in the next 1 to 4 weeks. We thank both of them for their time and contributions to Falls City and wish them the very best in their future opportunities. Sandra Ferris, Deputy City Administrator/Clerk/Treasurer, has also provided notice of resignation, with an effective date still to be determined.

Sandra is a 23-year employee of the City of Falls City who has served in multiple roles over her career. I would like to extend my thanks to her for her dedicated service and contributions to the City throughout the years. I encourage all Council members to reach out to Sandra directly to discuss her departure and her perspective. She will also be present for the anticipated closed session following this meeting item.

This attrition creates an opportunity to realign staffing without simply backfilling the Deputy City Administrator role. Instead, we can take advantage of the timing to restore the Clerk and Treasurer positions and strengthen our administrative framework.

Fiscal Considerations

City Clerk and City Treasurer salaries would range from \$53,456 to \$72,196 each, consistent with wages in comparable cities such as Wahoo, Beatrice, Waverly, Crete, Hickman, and Alliance.

The resigning employees represent a combined wage expense of \$169,729. Hiring a Clerk and Treasurer within the proposed salary range would leave \$25,335 to \$62,817 available to fund the third administrative position that will open with current attrition.

In addition, I believe it will be beneficial for the City to consider outsourcing portions of critical fee-accounting work in future years to alleviate workload pressures should the city complexity continue to grow. This could range from contracting out selected financial components to fully outsourcing of fee accountant/payroll functions, as the City of Syracuse has successfully done. Should Council choose to pursue this approach in the future, costs are estimated at \$6,000–\$7,000 per month for a relative complete outsourcing. These costs can be evaluated and budgeted for on an as-needed basis in the future.

Strategic Question

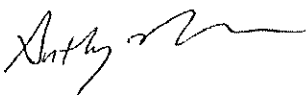
From a financial standpoint, this restructuring is nearly a net wash when considering departing staff versus proposed positions. The question is not simply whether the City can afford to make these changes, it is whether the City can afford not to as operational complexity, regulatory requirements, and project volume continue to expand.

Recommendation

I recommend that the City Council:

- Formally approve the new job descriptions for Deputy City Clerk/Human Resources and Deputy Treasurer/Utility Billing Manager and authorize advertising for these positions.
- Direct staff to prepare code revisions should Council wish to fully unmerge the Clerk and Treasurer offices from the City Administrator.
- Acknowledge outsourcing as a long-term option, with direction that critical fee-accounting components or payroll functions could be considered and budgeted for in future years on an as-needed basis.

Respectfully,



Anthony Nussbaum
City Administrator/Clerk/Treasurer



CITY CLERK/HUMAN RESOURCES COORDINATOR

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

SUPERVISOR: City Administrator

SUPERVISE: Account Clerks and Administrative Assistants

SUMMARY DESCRIPTION

Supervise the selling, issuing, and recording of all licenses and permits; the transcription of minutes of official meetings, and imaging and preservation of City records; Coordinate the City's bidding process; Supervise City contracts, preparation and distribution of meeting agendas, filing and preservation of records and public papers, distribution of legal notices and publications, filing of legal documents with County and State. Administer Nebraska Public Records Act, and Nebraska Open Meetings Act. Certify and attest documents. Perform various administrative tasks. Responsible for administering City personnel functions including group benefit plans, pension, and health insurance, maintenance of personnel records, interpreting existing personnel policies, rules and regulations, and recommending new policies.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Prepares and advertises various meeting agendas, bids, legal notices and publications for the City Council, Community Redevelopment Authority, Airport Authority and Board of Public Works. Assists in the preparation and advertisement of meeting agendas and other pertinent data for municipal boards and committees.

Attends various meetings including but not limited to City Council meetings; takes minutes, maintains a journal of the proceedings, publishes accurate records of the proceedings, indexes all actions taken and distributes information as needed.

Serves as a custodian of all official city records and public documents by accurately filing city documents and correspondence; Maintain complex file and catalog system accurately by filing city records and documents in accordance with state requirements.

Receives and responds to all public records requests in compliance with state requirements.

Assist with completion of grant applications; maintain all grant records in compliance with applicable state, federal or agency requirements.

Maintains the city ordinance book and codification and distribution of city ordinances; maintains and distributes amendments to Zoning Regulations, Subdivision Regulations, and Comprehensive Plan.

Supervises the issuance of various licensures and permits including tobacco, fireworks, pet and occupational trade, etc.; issues occupation tax receipts authorized by law and city ordinance. Assists in the collection of occupation taxes and issuance of various permits and licenses to the general public.

Assists with various city accounting and bookkeeping functions, including accounts payable, excluding the utility department finances.

Assists with preparation of all required reports and payments associated with city and utility payroll to the IRS and State of Nebraska Department of Revenue, in compliance with Federal and State employment laws, including but not limited to any weekly, bi-weekly, monthly, quarterly, semi-annual and annual required reports.

Creates, updates and maintains employee personnel files for all employees. Ensures all appropriate documentation is obtained and maintained including employment application and all personnel and benefit forms necessary. Prepares material and assists with the orientation of new hires including the selection of offered benefits.

Monitors the distribution of performance evaluation forms for all employees; maintains and distributes forms to supervisors, as needed.

Maintains and distributes required information regarding employee benefit programs, life insurance, health insurance, workers' compensation, COBRA, and flex benefits plan; forwards related information to all employees, supervisors and associated agency representatives; notifies providers in deleting coverage for employees separating from the city.

Coordinates job postings and recruitment of applicants for employment opportunities with the City and Utilities.; assists in hiring process to ensure compliance with all necessary regulations.

Maintains accurate records of job descriptions, accurate copy of the personnel policy manual, and prepares and distributes amendments to employees and City Council members as needed.

Prepares all documents needed for drug and alcohol testing of employees as required to comply with state and federal regulations; organizes all testing; maintains accurate records of all testing and reporting; prepares and distributes policies and amendments to policy to employees as needed.

Prepares salary, benefit and other related information for the Negotiating Committee(s) for collective bargaining agreement negotiations; completes salary survey information as requested.

Oversees maintenance of cemetery records as well as records maintained in cemetery database for use at the city owned cemetery.

Assist with coordination of city elections with the County Election Commissioner, as needed.

Responds to and assists in the resolution of difficult and sensitive citizen inquiries and complaints.

Assists the utility department in various administrative activities including but not limited to processing utility bills, receiving payments, etc., as needed.

Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.

Performs a variety of clerical duties such as typing and photocopying, preparing various documents and reports, distributing city mail, receiving and processing a variety of payments from the public.

Responsible for ensuring that various office equipment is in proper working order and schedule maintenance or repair as needed.

Establishes and maintains positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.

Maintains records for Falls City Safety Committee and assists employee members in agendas, minutes, and supporting documents for the Safety Committee.

Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- Principles of efficient records management systems.
- Business letter writing; basic principles and practices of administrative research and report preparation.
- Principles and procedures of record keeping.
- General payroll processes and systems.
- General personnel policies and procedures.
- English usage, spelling, grammar and punctuation.
- Basic mathematical principles.
- Pertinent federal, state and local laws, codes and regulations.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Methods and techniques of effective customer service.
- Community resources and agencies available to the general public.

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Utilize a variety of computer programs and software pertaining to the business of the city.
- Independently prepare, compile, analyze, interpret and prepare a variety of administrative reports, correspondence and memorandums.
- Use independent judgement and personal initiative.
- Plan and organize a personal work schedule, set priorities and meet deadlines.
- Enter data at a speed necessary for successful job performance.
- Perform duties with thoroughness, accuracy and attention to detail.
- Work with frequent interruptions and a high degree of public contact by phone or in person.
- Interpret and apply federal, state and local policies, laws and regulations.
- Deal constructively with conflict.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; may work extended hours including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; verbally communicate to exchange information.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Six (6) years of responsible office experience or closely related work, with a minimum of two years of experience in municipal government preferred or any equivalent combination of training and experience that provides the required skills, knowledge and abilities. Associates or bachelors degree with a major in accounting, business administration, public administration, or related field may substitute for experience on a year for year basis. Must be able to acquire State notary status.



CITY TREASURER/UTILITY BILLING MANAGER

This job description is intended to present a descriptive list of the range of duties performed by employee(s) in this municipality and is not intended to reflect all duties performed within the job.

SUPERVISOR: City Administrator

SUPERVISE: Account Clerks and Administrative Assistants

SUMMARY DESCRIPTION

Serves as the assistant to the City Administrator in municipal financial matters. Work involves carrying out all functions of the office and is responsible for the record keeping, bookkeeping and other financial/public administration tasks to ensure the efficient operation of the city government.

EXAMPLES OF WORK PERFORMED

ESSENTIAL FUNCTIONS: *The following examples of work are illustrative only and are not intended to be all inclusive.*

Prepares, verifies and balances city and utility payroll and related financial records and submits for review by the City Administrator. Ensures accuracy and maintains leave balances.

Prepares and submits all required reports and payments associated with city and utility payroll to the IRS and State of Nebraska Department of Revenue, in compliance with Federal and State employment laws, including but not limited to any weekly, bi-weekly, monthly, quarterly, semi-annual and annual required reports.

Assists in the maintenance of retirement fund records and correspondence, as well as monitors benefit plans for accuracy on employee information and changes. Monitors insurance billings for accuracy.

Prepares salary, benefit and other related information to City Administrator as well as information for the Employee Negotiating Committee for annual employee negotiations; completes salary survey information as requested

Performs various city accounting and bookkeeping functions, including accounts payable for all city functions, city funds and fiduciary funds; assists in balancing and maintenance of all funds, reconciling accounts and preparing monthly financial reports of receipts and disbursements.

Processes Worker's Compensation claims and assists employees in filing insurance claims, as needed; assists in serving as a liaison with insurance providers.

Assists the utility department in various administrative activities including but not limited to processing utility bills, receiving payments, etc., as needed.

Greets individuals in person or by phone and provides information or directs them to the appropriate source for assistance and/or provides information as appropriate.

Performs a variety of clerical duties such as typing and photocopying, preparing various documents and reports, distributing city mail, receiving and processing a variety of payments from the public.

Responsible for ensuring that various office equipment is in proper working order and schedule maintenance, or repair as needed.

Establishes and maintains positive public relations with the general public, other employees, community groups, other governmental agencies and municipal officials.

Performs related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

- General payroll processes and systems.
- General personnel policies and procedures.
- Business letter writing; basic principles and practices of administrative research and report preparation.
- Principles and procedures of record keeping and financial reporting.
- English usage, spelling, grammar and punctuation.
- Basic mathematical principles.
- Pertinent federal, state and local laws, codes and regulations.
- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Methods and techniques of effective customer service.
- Community resources and agencies available to the general public.

Ability to:

- Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
- Prepare, analyze and maintain financial information, records and reports.
- Perform responsible and difficult work involving the use of independent judgment and personal initiative.
- Apply general principles of payroll functions, accounts payable and budgeting.
- Utilize a variety of computer programs and software pertaining to the business of the city.
- Independently prepare, compile, analyze, interpret and prepare a variety of administrative reports, correspondence and memorandums.
- Use independent judgement and personal initiative.
- Plan and organize a personal work schedule, set priorities and meet deadlines.
- Enter data at a speed necessary for successful job performance.
- Perform duties with thoroughness, accuracy and attention to detail.
- Work with frequent interruptions and a high degree of public contact by phone or in person.
- Interpret and apply federal, state and local policies, laws and regulations.
- Deal constructively with conflict.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment: Work is performed primarily in a standard office environment with some travel to different sites; may work extended hours including evenings and weekends, and may be required to travel outside City boundaries to attend meetings.

Physical: Primary functions require sufficient physical ability and mobility to work in an office setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; verbally communicate to exchange information.

EDUCATION AND EXPERIENCE

Any combination of education and experience that would likely provide the required knowledge and ability is qualifying. A typical way to obtain the knowledge and abilities would be:

Education/Training: Six (6) years of responsible office experience or closely related work, with a minimum of two years of experience in municipal government preferred or any equivalent combination of training and experience that provides the required skills, knowledge and abilities. Associates or bachelors degree with a major in accounting, business administration, public administration, or related field may substitute for experience on a year for year basis. Must be able to acquire State notary status.